



# WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

**MAY 5, 2026**

**WEST POINT CITY HALL  
3200 W 300 N | WEST POINT, UT 84015**

Mayor:  
Brian Vincent  
Council:  
Trent Yarbrough, *Mayor Pro Tem*  
Jerry Chatterton  
Annette Judd  
Michele Swenson  
Jeremy Strong  
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/83806538846> » Telephone: 1(669) 900-6833 – Meeting ID: 838 0653 8846

## ADMINISTRATIVE SESSION – 6:00 PM

*(Open to the Public)*

1. Discussion the FY26 Amended Budget – Mr. Ryan Harvey [pg. 4](#)
2. Presentation and Discussion of the FY27 Tentative Budget – Mr. Ryan Harvey [pg. 4](#)
  - 2.1. Statement of Budget Officer: Notice of Proposed Property Tax Rate Increase in FY27 Tentative Budget
  - 2.2. Presentation of Proposed Property Tax Impact Schedule [pg. 9](#)
3. Other Items

## GENERAL SESSION – 7:00 PM

*(Open to the Public)*

1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought *(Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought)*
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment *(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. Update from Utopia Fiber
9. Consideration of Resolution No. 05-06-2026A, Approving a Statewide Utility Agreement with UDOT – Mr. Kyle Laws [pg. 24](#)
10. Consideration of Resolution No. 05-06-2026B, Approving a Federal Aid Agreement with UDOT for the 1800 N 4500 W Intersection Project – Mr. Kyle Laws [pg. 35](#)
11. Consideration of Resolution No. 05-06-2026C, Approving a Development Agreement for Property at Appx. 4762 W 700 S (*Gardner Sunset Ridge LLC, Applicant*) – Mrs. Bryn MacDonald [pg. 47](#)
  - 11.1. Consideration of Ordinance No. 04-21-2026A, Approving a Rezone of Property at Appx. 4762 W 700 S from A-40 to R-1 [pg. 65](#)
12. Motion to Adjourn the General Session

Posted this 1<sup>st</sup> day of May, 2026: Casey Arnold  
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above May 5, 2026 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](http://www.westpointutah.gov) and 3) the Utah Public Notice Website at [www.utah.gov/pmn](http://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:**            **05/19/2026**

### **Administrative Session – 6:00 pm**

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Discussion Regarding the FY26 Amended Budget
3. Discussion Regarding the FY27 Tentative Budget & Truth in Taxation Intent – Mr. Ryan Harvey
4. Discussion Regarding the 3500 W Sidewalk – Mr. Boyd Davis
5. Discussion Regarding the Inland Port Project Area and Process – Mr. Boyd Davis

### **General Session – 7:00 pm**

1. **Public Hearing** Regarding Amended FY26 Compensation Schedule – Mr. Ryan Harvey
  2. Consideration of Resolution No. \*\*, Approving the Amended Budget for FY26 – Mr. Ryan Harvey
    - a. **Public Hearing**
    - b. Action
  3. **Public Hearing** Regarding a Development Agreement for Property Located at Appx. 1800 N 4300 W (Foothill Ditch, Applicant) – Mrs. Bryn MacDonald
    - 3.1. Consideration of Resolution No. \*, Approving the Development Agreement for 1800 N 4300 W
    - 3.2. Consideration of Ordinance No. \*\* Approving a Rezone of Property Located at 1800 N 4300 W from A-40 to R-4 - Mrs. Bryn MacDonald
  4. **Public Hearing** Regarding the Rezone Request for Property Located at Appx. 5750 W 2425 N from A-5 to R-1 (*Parker Farms, Applicant*) – Mrs. Bryn MacDonald
    - 4.1. Consideration of Resolution No. \*, Approving a Development Agreement for Property Located at Appx. 5750 W 2425 N
    - 4.2. Consideration of Ordinance No. \*, Approving the Rezone of Property Located at Appx. 5750 W 2425 N from A-5 to R-1
  5. Consideration of Approval to Place the Hall Haven Subdivision on One-Year Warranty – Mr. Boyd Davis
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**Date:**            **06/02/2026**

### **Administrative Session – 6:00 pm**

1. Discussion Regarding FY27 Tentative Budget – Mr. Ryan Harvey

### **General Session – 7:00 pm**

1. Youth Council Update
2. Consideration of Resolution No. \*\* Approving the FY27 Tentative Budget for West Point City – Mr. Ryan Harvey
  - a. **Public Hearing**
  - b. Action
3. Consideration of Resolution No. \*\*, Notifying Proposed Property Tax Rate Increase for 2026, Notice of Public Hearing Date, Etc.

### **CDRA**

1. Consideration of Resolution R\*\* Approving the FY27 Tentative Budget for the CDRA – Mr. Ryan Harvey
  - a. **Public Hearing**
  - b. Action

### **CLOSED SESSION**

1. *Discussion Pursuant to UCA §52-4-205(1)(a): regarding an individual's character, professional competence, or physical/mental health*
- 

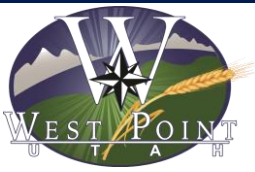
**Date:**            **06/16/2026**

### **Administrative Session – 6:00 pm**

1. Discussion Regarding FY27 Tentative Budget – Mr. Ryan Harvey

### **General Session – 7:00 pm**

1. Consideration of Approval of Maximum Potential Property Tax Rate Increase for Truth in Taxation Public Notices and Hearings



# WEST POINT CITY 2026 CALENDAR

## 2026

## IMPORTANT DATES

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
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
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
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
19	MLK Jr. Day - CLOSED
20	City Council - 6 PM
22	Planning Commission - 6 PM
27	Council/Staff Lunch - 12 PM

### JULY

3 & 4	PARTY AT THE POINT EVENTS
6	Independence Day Observed - CLOSED
7	City Council - 6 PM
9	Planning Commission - 6 PM
10	MOVIE IN THE PARK - DUSK
14	Senior Lunch - 11:30 AM (Loy Blake)
21	City Council - 6 PM
23	Planning Commission - 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	23	24	25	26	27	28

### AUGUST

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

### FEBRUARY

6-7	City Council Planning & Visioning Session
10	Senior Lunch - 11:30 AM
12	Planning Commission - 6 PM
16	President's Day - CLOSED
17	City Council - 6 PM
26	Planning Commission - 6 PM

### AUGUST

4	City Council - 6 PM
7	Summer Social - 6:30 PM
11	Senior Lunch - 11:30 AM (Loy Blake)
13	Planning Commission - 6 PM
14	MOVIE IN THE PARK - DUSK
18	City Council - 6 PM
27	Planning Commission - 6 PM

### MARCH

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

### SEPTEMBER

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

### MARCH

3	City Council - 6 PM
12	Planning Commission - 6 PM
17	Senior Lunch - 11:30 AM
17	City Council - 6 PM
26	Planning Commission - 6 PM

### SEPTEMBER

1	City Council - 6 PM
7	Labor Day - CLOSED
10	Planning Commission - 6 PM
12	DAY OF SERVICE
15	Senior Lunch - 11:30 AM (Loy Blake)
15	City Council - 6 PM
24	Planning Commission - 6 PM

### APRIL

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

### OCTOBER

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

### APRIL

4	EASTER EGG HUNT - 10 AM
7	City Council - 6 PM
9	Planning Commission - 6 PM
10-11	ANNUAL SPRING CLEAN-UP
14	Senior Lunch - 11:30 AM
21	City Council - 6 PM
23	Planning Commission - 6 PM
28	Council/Staff Lunch - 12 PM

### OCTOBER

1	CEMETERY CLEANING
6	City Council - 6 PM
8	Planning Commission - 6 PM
10	FALL FESTIVAL/CHALK ART EVENT
12	Employee Training - CLOSED
20	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23-24	ANNUAL FALL CLEAN-UP
27	Council/Staff Lunch - 12 PM

### MAY

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

### NOVEMBER

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					

### MAY

5	City Council - 6 PM
7	CEMETERY CLEANING
12	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
19	City Council - 6 PM
25	Memorial Day - CLOSED
28	Planning Commission - 6 PM

### NOVEMBER

3	GENERAL ELECTION DAY
10	Senior Lunch - 11:30 AM
11	Veterans Day - CLOSED
12	Planning Commission - 6 PM
13-14	CHRISTMAS FARMER'S MARKET
17	City Council - 6 PM
26-27	Thanksgiving - CLOSED
30	CITY HALL LIGHTING - 6 PM

### JUNE

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				

### 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

### JUNE

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

### DECEMBER

1	City Council - 6 PM
4	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
8	Senior Lunch - 11:30 AM
10	Planning Commission - 6 PM
15	City Council - 6 PM
18	CEMETERY LUMINARY - 4 PM
24-25	Christmas Holiday - CLOSED
1	New Year's - CLOSED

# CITY COUNCIL STAFF REPORT



**Subject:** FY2026 Amended Budget;  
FY2027 Tentative Budget  
Proposed Property Tax Increase Impact  
**Author:** Ryan Harvey  
**Department:** Administrative Services  
**Date:** May 5, 2026

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## **BACKGROUND**

Each year cities in the State of Utah are required to adopt a balanced budget. The final budget for Fiscal Year 2026 was adopted last July. The Council may amend the budget at any time during the fiscal year, after holding a public hearing on the matter. The Council amended the budget earlier this year.

Cities in the State of Utah are also required to adopt a balanced budget for the upcoming fiscal year (July 1- June 30) on or before the 30<sup>th</sup> of June. The tentative budget must be presented to the City Council at or before the first meeting in May. The Mayor, City Council, and Staff will discuss the FY2027 Tentative Budget over the course of the next several City Council Meetings, with a tentative schedule as shown below:

May 5, 2026

- FY2026 Amended Budget Changes
- General Fund Revenues
- FY2027 Personnel Changes
- FY2027 General Fund Budget Requests

May 19, 2026

- Special Revenue Fund
- Capital Projects Fund
- Enterprise Funds
- Capital Projects Matrix
- Adoption of the FY2026 Amended Budget

June 2, 2026

- CDRA Fund
- Fee Schedule
- Compensation Schedule
- Property Tax Rate
- Outstanding Issues
- Adoption of FY2027 Tentative Budget
- Adoption of FY2027 CDRA Tentative Budget

June 16, 2026

- Adoption of FY2027 Final Budget (If no Truth in Taxation)
- Adoption of FY2027 CDRA Final Budget
- Adoption of Fee Schedule

## **ANALYSIS**

This report provides:

- A summary of FY2026 Amended Budget Changes
- A discussion of FY2027 General Fund revenues
- An explanation of FY2027 proposed personnel budget changes, and
- A discussion of FY2027 proposed General Fund budget requests.

### **FY2026 Amended Budget Changes**

*Intern/Management Analyst (\$10,000)* – This is a new position that staff would like to hire. The position may start off as an intern, and then if the person performs well, they could be hired as a full-time Management Analyst position.

*4<sup>th</sup> of July (\$20,000)* – At the visioning session the Council asked staff to increase the budget for the 4<sup>th</sup> of July celebration for the 250<sup>th</sup> anniversary. The increase will be \$20,000 in the Amended Budget, and \$20,000 in next year's budget.

*Bond Payments (\$225,000)* – The City started paying off the bond for the Jr. High this year. In order to make the payments, the Parks Impact Fee line item needs to be increased by \$225,000.

*Transfer from the Water Fund to the Capital Projects Fund (\$500,000)* - Back in FY2023, the City transferred money that we had saved in the General Fund (savings from the ARPA money we spent on salaries that year) to the Water and Waste Funds to use for the 2000 West Road project. The entire Water portion of the project was Impact Fee Eligible, but at the time we didn't have enough money in the Water Impact Fee Balance to fund the project, so we transferred \$500,000. The project is now over, and the city received enough impact fee money over the last 2 years to cover it completely with impact fees. Since that money came from the General Fund, the plan is to put it in the Capital Projects Fund as we do with any surplus that is in the General Fund.

*4000 West Canal Bypass (\$1,000,000)* – This project was moved up to this Fiscal Year. It is 100% Impact Fee Eligible, so the City will spend the Impact Fee Balance down to \$0, then use the Storm Fund Balance for the remainder of the project.

*Capital Projects (TBD)* – There will be some other amendments related to Capital Projects that we will discuss at the May 19 meeting.

### **FY2027 General Fund Revenues**

Overall revenues throughout the City continue to increase. The following areas of the General Fund are where City Staff proposes changes to Revenues for the FY2026 Budget:

- Restricted Property Tax (TinT) - \$50,000 (Increase of \$50,000 over last year's budget)
- Vehicle - \$55,000 (Increase of \$5,000 over last year's budget)
- General Sales and Use - \$2,700,000 (Increase of \$200,000 over last year's budget)
- Cable TV - \$30,000 (Decrease of \$10,000 over last year's budget)
- Energy Sales and Use - \$550,000 (Decrease of \$100,000 over last year's budget)
- Building Permits - \$450,000 (Increase of \$50,000 over last year's budget)
- Class C Roads - \$650,000 (Increase of \$50,000 over last year's budget)
- Zoning and Subdivision Fees - \$20,000 (Increase of \$5,000 over last year's budget)
- Recreation Fees - \$160,000 (Increase of \$10,000 over last year's budget)
- Park Reservations - \$6,000 (Increase of \$1,000 over last year's budget)
- Interest Earnings - \$40,000 (Decrease of \$60,000 over last year's budget)

As always, we will not get our Property Tax Revenue projection for a few more weeks.

### **Personnel Budget Changes**

*1 New Crossing Guards* – Staff recommends hiring one additional crossing guard. The cost of that is as follows:

*Salaries* - \$9,643  
*Benefits* - \$956

*Parks Employee* – With the addition of the Recreation Center, Staff is proposing adding a Parks Employee for FY2027. The cost of that is as follows:

*Salaries* - \$54,511  
*Benefits* - \$39,610

*Management Analyst* – Staff would like to hire a Management Analyst for FY2027. The cost of that is as follows:

*Salaries* - \$75,000  
*Benefits* - \$43,694

*Building Officer Elimination* – Staff would like to eliminate this position and fund the contracted services instead. The cost of that is as follows:

*Salaries* - (-\$82,825)  
*Benefits* - (-\$47,059)

*Market Adjustment* – Staff performed a Market Rate Wage Study this year. All positions in the City were reviewed with similar positions in the market. Consistent with previous rate studies, we set our wage ranges at the average of the market. We also focus on ranges, rather than actual pay. Kyle Laws and Casey Arnold review this data independently and together. Kyle also reviews all of the data with the Mayor. The total amount proposed to bring all positions to the average of the market ranges is as follows (this does not include benefits that are tied to salaries):

- *Market Rate Study*
  - *FY 2026 Amended Budget* – \$5,994
  - *FY 2027 Tentative Budget* – \$71,927

*COLA Increases* - Staff proposes a 3.1% Cost of Living Adjustment (COLA) which is in line with the Consumer Price Index from March 2025 to March 2026. This is the same process that was used for the last couple of years. These COLAs are designed to help employees maintain the value of their compensation against inflation. These are not viewed as merit increases resulting from good job performance but should be considered a way to help employees maintain their earning power. The 3.1% COLA results in the following increase:

- *3.1% COLA Salaries* – \$85,794
- *3.1% COLA Benefits* – \$18,957

*Merit Increases* - For the last 10 years or so, Staff has been allowed to earn a merit increase of up to 2%. This increase is determined through a performance evaluation process and review with the employee's supervisor. Merit increases allow employees to increase their wage/salary position within their pay range,

whereas COLAs move the ranges and keep pay in the same position within the range. The 2% merit increase being proposed results in a budget increase as follows:

- *2% Merit Salaries* – \$55,351
- *2% Merit Benefits* – \$12,408

*URS Tier 2* - The final budget option related to salaries is the result of the Utah Retirement Systems (URS) contribution to Tier 2 employees who are enrolled in the Hybrid System. This year is the third year that the employer's contribution to the retirement account exceeds what is allowed by State Statute. The current law does not allow the employer to contribute above a certain threshold, but this year the amount needed is 1.3% above that threshold. Last year it was 0.81%. Most cities are opting to increase the pay of employees by 1.3% so when they contribute this required difference, it won't impact their take home pay. The Tier 2 benefit is already inferior to the Tier 1 System and employers contribute less to Tier 2 employees than Tier 1 employees. This approach is consistent with most other entities. The total budget impact for this extra .49% is as follows:

- *Additional 0.49% URS Tier 2 Hybrid Contribution*– \$6,843

*Health Insurance Increase* – The City's health insurance plan renewed January 1, 2026. The proposed budget includes a 12% increase to health premiums beginning January 1, 2027. It is important to note that each year when our renewal comes in below the 12% (which is typically the case), the budget is adjusted so that we aren't budgeting for a new 12% each year on top of the previous year's 12% proposal.

## **General Fund Department Budget Requests**

This section contains an explanation of General Fund Department budget requests that are not related to regular personnel expenses. This year, Staff did an in-depth audit of every line item in their budgets over the past 5 years, resulting in many small changes across the General Fund.

### **Public Works (Total: \$3,000)**

- Fleet Leases (\$3,000)

### **Executive (Total: \$37,000)**

- 4<sup>th</sup> of July (\$20,000)
- Arts Council (\$17,000)

### **Community Development (Total: \$101,500 – Off-set by eliminating Building Officer)**

- Travel and Education (\$1,500)
- GIS (\$3,000)
- Contract Planning and Inspection (\$96,000)
- State Building Surcharge (\$1,000)

### **Public Safety and Emergency Plan (Total: \$144,752)**

- Police Services (\$144,752)

### **Parks & Cemetery (Total: \$4,100)**

- Building & Grounds (\$4,100)

### **Recreation (Total: \$15,500)**

- Travel and Education (\$1,000)
- Facility Maintenance (\$5,000)
- Jr. Jazz (\$5,000)
- Volleyball (\$500)
- Hockey (\$3,000)
- Flag Football (\$1,000)

## **RECOMMENDATION**

Staff would like Council to discuss and provide direction on the proposed Amended Budget Items for FY2026, and the General Fund Revenue Projections, Personnel Adjustments, and Budget Requests included in the proposed FY2027 Tentative Budget.

## **SIGNIFICANT IMPACTS**

There are no significant impacts at this time.

## **ATTACHMENTS**

Proposed FY2026 Amended Budget & FY2027 Tentative Budget  
Proposed Property Tax Impact Schedule

### Proposed Property Tax Impact Schedule

West Point City will consider an increase to its property tax rate from .000730 to .000773 (estimated) to generate an additional \$50,000. The following information is intended to provide decision makers and the public with an explanation of how the City’s operations would be affected if the proposed property tax increase is adopted.

West Point City’s Current Property Tax Rate	0.000730
West Point City’s Current Property Tax Revenue	\$858,223
Proposed Revenue with Tax Change	\$908,223
New Property Tax Revenue to West Point City	\$50,000

Estimated Increase to West Point City’s Property Tax Revenue 5.83%

Estimated Annual Increase to a primary residence of \$500,000	\$11.70
Estimated Annual Increase to a business valued at \$500,000	\$21.26

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Police	\$900,000	\$850,000	\$50,000

**Impact of Tax Increase – The contract with the Sherriff’s Department has increased to \$900,000 to cover the cost of providing sufficient police services to West Point City**

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>GENERAL FUND</b>						
<b>TAXES</b>						
10-31-10	Property Taxes	752,634.63	858,074.09	858,223.00	858,223.00	858,223.00
10-31-11	Restricted Property Tax (TinT)	.00	.00	.00	.00	50,000.00
10-31-25	Vehicle - In lieu of prop. tax	48,977.18	56,191.83	50,000.00	50,000.00	55,000.00
10-31-30	General Sales and Use Taxes	2,443,522.68	2,589,630.13	2,500,000.00	2,500,000.00	2,700,000.00
10-31-40	Cable TV	45,133.65	38,346.87	40,000.00	40,000.00	30,000.00
10-31-50	Energy Sales and Use	576,492.75	559,699.50	650,000.00	650,000.00	550,000.00
10-31-60	Telecommunications	27,358.36	27,655.40	25,000.00	25,000.00	25,000.00
Total TAXES:		3,894,119.25	4,129,597.82	4,123,223.00	4,123,223.00	4,268,223.00
<b>LICENSES AND PERMITS</b>						
10-32-10	Bus. License/Cond. Use Permits	13,337.20	30,956.50	13,000.00	13,000.00	13,000.00
10-32-21	Building Permits	241,382.83	564,506.35	400,000.00	400,000.00	450,000.00
Total LICENSES AND PERMITS:		254,720.03	595,462.85	413,000.00	413,000.00	463,000.00
<b>INTERGOVERNMENTAL REVENUE</b>						
10-33-56	Class C Roads	559,992.16	676,662.10	600,000.00	600,000.00	650,000.00
Total INTERGOVERNMENTAL REVENUE:		559,992.16	676,662.10	600,000.00	600,000.00	650,000.00
<b>CHARGES FOR SERVICES</b>						
10-34-10	Zoning and Subdivision Fees	9,875.00	24,800.00	15,000.00	15,000.00	20,000.00
10-34-60	Recreation Fees	167,248.40	152,898.92	150,000.00	150,000.00	160,000.00
10-34-78	Park & City Hall Reservations	7,280.00	6,275.00	5,000.00	5,000.00	6,000.00
10-34-79	City Celeb. & Sponsorships	20,480.00	22,145.50	20,000.00	20,000.00	20,000.00
10-34-82	Cemetery Interment	24,200.00	17,600.00	15,000.00	15,000.00	15,000.00
10-34-90	Misc. Income & Concessions	42,630.29	330,607.59	10,000.00	10,000.00	10,000.00
Total CHARGES FOR SERVICES:		271,713.69	554,327.01	215,000.00	215,000.00	231,000.00
<b>MISCELLANEOUS REVENUE</b>						
10-36-10	Interest Earnings	107,236.13	45,620.46	100,000.00	100,000.00	40,000.00
10-36-20	Donations	.00	50.00	.00	.00	.00
10-36-30	Arts Council Revenue	2,945.00	3,735.00	5,000.00	5,000.00	5,000.00
10-36-90	Miscellaneous	765.00	1,100.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		110,946.13	50,505.46	105,000.00	105,000.00	45,000.00
<b>CONTRIBUTIONS &amp; TRANSFERS</b>						
10-39-10	Beginning Balance	.00	.00	800,000.00	800,000.00	800,000.00
Total CONTRIBUTIONS & TRANSFERS:		.00	.00	800,000.00	800,000.00	800,000.00
<b>GENERAL GOVERNMENT</b>						
10-41-10	Mayor and Council Wages	55,726.06	55,738.30	58,023.00	58,023.00	58,965.00
10-41-13	Employee Benefits	8,331.45	8,452.82	8,777.00	8,777.00	8,920.00
10-41-33	Training and Education	10,964.22	8,416.03	13,000.00	13,000.00	13,000.00
10-41-35	Community Service Contracts	2,359.19	2,825.00	4,000.00	4,000.00	4,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
Total GENERAL GOVERNMENT:		77,380.92	75,432.15	83,800.00	83,800.00	84,885.00
<b>ADMINISTRATIVE SERVICES</b>						
10-44-11	Salaries and Wages	152,536.62	156,743.72	172,202.00	172,762.00	186,759.00
10-44-13	Employee Benefits	69,447.30	68,029.82	83,474.00	83,735.00	86,958.00
10-44-20	Mileage Reimbursement	739.32	524.55	800.00	800.00	800.00
10-44-21	Books, Subscrip. & Memberships	275.58	100.00	1,000.00	1,000.00	1,000.00
10-44-24	Postage	3,643.88	4,310.44	5,000.00	5,000.00	5,000.00
10-44-25	Equipment & Supplies	1,124.01	810.58	1,000.00	1,000.00	1,000.00
10-44-26	Equipment Lease & Maintenance	8,065.95	8,085.40	16,500.00	16,500.00	16,500.00
10-44-33	Training & Education	2,238.05	5,284.85	6,000.00	6,000.00	6,000.00
10-44-38	Auditor & Accounting Support	16,115.00	15,290.00	16,500.00	16,500.00	16,500.00
10-44-63	IT Support & Contracts	5,442.98	5,387.50	8,100.00	8,100.00	8,100.00
10-44-65	Emergency Management	.00	1,376.72	2,000.00	2,000.00	2,000.00
10-44-69	Office Supplies & Expense	3,452.80	3,113.15	4,000.00	4,000.00	4,000.00
10-44-75	Risk Management	27,693.58	26,519.79	50,000.00	50,000.00	50,000.00
10-44-95	Credit Card Processing Fees	2,422.79	2,924.26	3,000.00	3,000.00	3,000.00
10-44-98	Bank Service Charges	35.00	35.00	1,000.00	1,000.00	1,000.00
Total ADMINISTRATIVE SERVICES:		293,232.86	298,535.78	370,576.00	371,397.00	388,617.00
<b>PUBLIC WORKS</b>						
10-48-11	Salaries and Wages	129,451.44	137,500.22	180,445.00	180,982.00	179,051.00
10-48-13	Employee Benefits & Retirement	80,115.47	66,234.33	107,345.00	107,639.00	97,962.00
10-48-15	On call pay	4,732.00	1,169.98	5,950.00	5,950.00	5,950.00
10-48-20	Overtime	27,783.34	23,068.81	25,000.00	25,000.00	25,000.00
10-48-23	Travel and Education	1,490.00	238.55	1,360.00	1,360.00	1,360.00
10-48-25	Equipment, Supplies & Maint.	13,224.06	11,335.03	9,000.00	9,000.00	9,000.00
10-48-26	Municipal Bldgs. Oper. & Maint	27,693.19	29,497.57	24,260.00	24,260.00	24,260.00
10-48-54	Prot. Clothing & Equipment	6,554.81	5,559.39	4,500.00	4,500.00	4,500.00
10-48-65	Fleet Operations & Maintenance	15,962.65	16,550.32	10,000.00	10,000.00	10,000.00
10-48-67	Fleet Fuel	12,329.72	12,371.05	12,865.00	12,865.00	12,865.00
10-48-69	Office Supplies & Expense	208.48	224.92	1,300.00	1,300.00	1,300.00
10-48-70	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	13,000.00
10-48-75	Crosswalk Power	639.28	499.96	700.00	700.00	700.00
10-48-77	Public Facilities Heating	7,924.79	5,072.27	6,000.00	6,000.00	6,000.00
10-48-82	Public Facilities Power	15,007.79	17,164.68	14,000.00	14,000.00	14,000.00
10-48-84	Street Lighting Pwr & Mnt.	63,295.49	133,013.24	52,000.00	52,000.00	52,000.00
Total PUBLIC WORKS:		416,152.51	465,020.92	464,725.00	465,556.00	456,948.00
<b>EXECUTIVE</b>						
10-49-11	Salaries and Wages	276,444.86	295,874.90	336,560.00	347,737.00	392,373.00
10-49-13	Employee Benefits	140,632.45	136,289.48	183,206.00	183,840.00	211,321.00
10-49-20	Mileage Reimbursements	.00	.00	750.00	750.00	750.00
10-49-21	Books, Subscrip. & Memberships	5,957.41	3,849.96	3,000.00	3,000.00	3,000.00
10-49-23	Travel and Education	25,034.21	12,711.48	13,000.00	13,000.00	13,000.00
10-49-25	New Equipment Purchase	30,397.43	2,487.97	22,500.00	22,500.00	22,500.00
10-49-37	Attorney	33,909.00	23,282.00	35,000.00	35,000.00	35,000.00
10-49-62	Miscellaneous	5,877.00	3,556.13	10,000.00	10,000.00	10,000.00
10-49-63	IT Support & Contracts	33,332.29	51,291.05	40,000.00	40,000.00	40,000.00
10-49-65	Emp. Awards, Rec. & Events	20,609.29	19,949.70	16,000.00	16,000.00	16,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
10-49-66	Education Reimb. Program	.00	2,054.83	6,000.00	6,000.00	6,000.00
10-49-67	Emp. Benefits & Bonus Program	43,810.28	45,357.47	17,500.00	17,500.00	17,500.00
10-49-68	Wellness Program	315.75	945.32	3,000.00	3,000.00	3,000.00
10-49-69	Office Supplies & Expense	2,972.61	5,061.56	5,500.00	5,500.00	5,500.00
10-49-70	Cellular & Radio Serv. & Equip	8,339.55	8,393.58	12,000.00	12,000.00	12,000.00
10-49-72	Legal Advertising	4,885.99	2,961.50	6,000.00	6,000.00	6,000.00
10-49-80	Utah League Membership	6,891.55	7,274.00	8,000.00	8,000.00	8,000.00
10-49-82	City Newsletter	11,057.72	6,049.20	12,000.00	12,000.00	12,000.00
10-49-83	Economic Development	.00	.00	5,000.00	5,000.00	5,000.00
10-49-85	Volunteerism Program	.00	.00	2,000.00	2,000.00	2,000.00
10-49-86	HR Background Checks	99.90	201.15	500.00	500.00	500.00
10-49-87	HR Position Posting	358.00	585.00	.00	.00	.00
10-49-88	Recorders Office	4,167.86	9,847.89	9,000.00	9,000.00	9,000.00
10-49-89	Elections	24,221.88	18.05	20,000.00	20,000.00	20,000.00
10-49-90	City Celebrations & Events	86,581.96	87,477.07	100,000.00	120,000.00	120,000.00
10-49-91	Youth Council	8,441.02	9,015.17	10,000.00	10,000.00	10,000.00
10-49-92	Miss West Point Pageant	12,799.00	18,753.52	15,000.00	15,000.00	15,000.00
10-49-93	Senior Program	592.06	325.22	.00	.00	.00
10-49-96	Youth Court	.00	2,384.12	5,000.00	5,000.00	5,000.00
10-49-98	Arts Council	4,038.00	5,903.24	5,000.00	5,000.00	22,000.00
Total EXECUTIVE:		791,767.07	761,900.56	901,516.00	933,327.00	1,022,444.00
<b>COMMUNITY DEVELOPMENT</b>						
10-52-11	Salaries and Wages	240,392.67	246,471.04	357,422.00	358,316.00	298,078.00
10-52-13	Employee Benefits & Retirement	80,059.22	98,501.16	166,378.00	166,753.00	125,159.00
10-52-21	Books, Subscrip. & Memberships	668.00	738.00	1,500.00	1,500.00	1,500.00
10-52-23	Travel, Education & Certificat	6,269.02	4,806.67	7,500.00	7,500.00	9,000.00
10-52-25	Equipment & Supplies	1,214.93	22.11	2,000.00	2,000.00	2,000.00
10-52-51	GIS	.00	552.00	1,000.00	1,000.00	4,000.00
10-52-62	Contract Planning & Insp Serv	80,890.50	99,480.00	4,000.00	4,000.00	100,000.00
10-52-63	IT Support & Contracts	12,697.21	22,871.22	13,500.00	13,500.00	13,500.00
10-52-65	State Building Surcharge	1,855.32	3,228.53	3,000.00	3,000.00	4,000.00
10-52-68	Planning Comm/Board of Adj.	1,786.85	597.46	3,500.00	3,500.00	3,500.00
10-52-69	Office Supplies & Expense	81.26	364.75	500.00	500.00	500.00
10-52-85	Code Enforcement	4,197.71	2,252.39	4,000.00	4,000.00	4,000.00
10-52-90	County Recording Fees	508.00	668.00	4,000.00	4,000.00	4,000.00
Total COMMUNITY DEVELOPMENT:		430,620.69	480,553.33	568,300.00	569,569.00	569,237.00
<b>ENGINEERING</b>						
10-53-11	Salaries and Wages	60,102.96	100,275.92	93,431.00	93,735.00	101,255.00
10-53-13	Emp. Benefits & Retirement	23,251.83	39,162.58	45,983.00	46,127.00	47,941.00
10-53-21	Books, Subscrip. & Memberships	100.00	374.00	1,000.00	1,000.00	1,000.00
10-53-23	Travel, Education & Certificat	2,871.62	1,669.32	4,000.00	4,000.00	4,000.00
10-53-25	Equipment & Supplies	1,127.34	19,920.86	20,000.00	20,000.00	20,000.00
10-53-51	GIS	940.00	4,498.80	4,000.00	4,000.00	4,000.00
10-53-63	IT Support & Contracts	2,727.17	6,603.45	7,000.00	7,000.00	7,000.00
10-53-69	Office Supplies & Expense	.00	365.66	500.00	500.00	500.00
10-53-70	Engineering Services	954.25	5,574.50	22,000.00	22,000.00	22,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
Total ENGINEERING:		92,075.17	178,445.09	197,914.00	198,362.00	207,696.00
<b>PUBLIC SAFETY &amp; EMERGENCY PLAN</b>						
10-54-11	Crossing Guards	59,092.86	89,131.64	163,944.00	163,944.00	181,948.00
10-54-13	Employee Benefits & Retirement	5,861.29	8,869.39	16,247.00	16,247.00	18,031.00
10-54-15	Crossing Guard Supplies/Equip.	1,680.94	2,264.47	2,000.00	2,000.00	2,000.00
10-54-62	Police Services	463,065.12	606,030.36	755,248.00	755,248.00	900,000.00
10-54-65	Narcotics Strike Force	9,647.44	9,647.44	9,700.00	9,700.00	9,700.00
10-54-71	Emergency Manager	.00	26,166.39	25,000.00	25,000.00	25,000.00
10-54-75	Hometown Security (EPRT)	.00	.00	4,000.00	4,000.00	4,000.00
Total PUBLIC SAFETY & EMERGENCY PLAN:		539,347.65	742,109.69	976,139.00	976,139.00	1,140,679.00
<b>PARKS AND CEMETERY</b>						
10-70-11	Salaries and Wages	101,081.80	161,184.13	252,346.00	253,338.00	330,761.00
10-70-13	Employee Benefits & Retirement	26,599.97	46,639.62	82,183.00	82,520.00	112,473.00
10-70-20	Uniforms	128.40	191.45	1,000.00	1,000.00	1,000.00
10-70-23	Training & Education	.00	.00	2,000.00	2,000.00	2,000.00
10-70-25	Equipment & Supplies	35,147.53	21,746.92	20,000.00	20,000.00	20,000.00
10-70-26	Building and Grounds	52,749.90	77,465.60	90,000.00	90,000.00	94,100.00
10-70-29	Park & Cemetery Lights	3,932.85	4,367.48	4,500.00	4,500.00	4,500.00
10-70-61	Misc. Services and Supplies	214.75	.10	1,200.00	1,200.00	1,200.00
10-70-69	Office Supplies & Expense	.00	.00	500.00	500.00	500.00
10-70-70	Gateways & Public Properties	3,530.39	3,981.69	6,000.00	6,000.00	6,000.00
Total PARKS AND CEMETERY:		223,385.59	315,576.99	459,729.00	461,058.00	572,534.00
<b>RECREATION</b>						
10-71-11	Salaries and Wages	223,027.43	312,770.64	414,868.00	416,216.00	449,180.00
10-71-13	Employee Benefits & Retirement	72,003.23	117,162.76	188,094.00	188,681.00	195,547.00
10-71-20	Recreation Program Marketing	.00	737.76	1,000.00	1,000.00	1,000.00
10-71-23	Travel & Education	4,180.28	5,731.58	5,000.00	5,000.00	6,000.00
10-71-25	Equipment and Supplies	15,940.69	2,624.57	5,000.00	5,000.00	5,000.00
10-71-26	Building and Grounds	29.00	6,290.43	7,800.00	7,800.00	7,800.00
10-71-29	Facility Maintenance	.00	.00	.00	.00	5,000.00
10-71-30	Background Checks	1,314.55	1,765.35	2,000.00	2,000.00	2,000.00
10-71-60	Soccer	25,889.34	25,084.63	27,000.00	27,000.00	27,000.00
10-71-67	Junior Jazz	8,754.47	28,473.93	25,000.00	25,000.00	30,000.00
10-71-68	Football	25,706.63	26,129.06	35,000.00	35,000.00	35,000.00
10-71-69	Office Supplies & Expense	2,585.00	2,239.54	5,000.00	5,000.00	5,000.00
10-71-71	Baseball/Softball	30,013.99	51,000.24	31,000.00	31,000.00	31,000.00
10-71-73	Volleyball	2,337.30	5,717.30	5,500.00	5,500.00	6,000.00
10-71-76	Hockey	.00	.00	15,000.00	15,000.00	18,000.00
10-71-77	Flag Football	.00	.00	18,000.00	18,000.00	19,000.00
10-71-79	Archery	.00	.00	4,000.00	4,000.00	4,000.00
10-71-80	Senior Programs	12,443.10	8,482.61	11,000.00	11,000.00	11,000.00
Total RECREATION:		424,225.01	594,210.40	800,262.00	802,197.00	857,527.00
<b>TRANSFERS, CONT. &amp; OTHER USES</b>						
10-90-63	Class C Trans. to Special Rev.	580,257.60	645,796.29	550,000.00	550,000.00	550,000.00
10-90-86	TRANSFER TO CAP. PROJ. FUND	1,041,679.00	650,000.00	307,262.00	268,818.00	29,656.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
10-90-95	Transfer Out to CDRA	576,000.00	576,000.00	576,000.00	576,000.00	577,000.00
	Total TRANSFERS, CONT. & OTHER USES:	2,197,936.60	1,871,796.29	1,433,262.00	1,394,818.00	1,156,656.00
	GENERAL FUND Revenue Total:	5,091,491.26	6,006,555.24	6,256,223.00	6,256,223.00	6,457,223.00
	GENERAL FUND Expenditure Total:	5,486,124.07	5,783,581.20	6,256,223.00	6,256,223.00	6,457,223.00
	Total GENERAL FUND:	394,632.81-	222,974.04	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>SPECIAL REVENUE FUND</b>						
<b>DEVELOPMENT FEES</b>						
45-30-57	Road Impact Fees	272,647.52	419,584.78	152,900.00	152,900.00	152,900.00
45-30-70	Park and Trails Impact Fees	411,750.34	786,950.00	623,086.00	623,086.00	1,008,086.00
45-30-75	North Davis Sewer Impact Fees	300,618.27	414,811.92	352,600.00	352,600.00	352,600.00
45-30-80	N.D. Fire Impact Fees	.00	.00	13,868.00	13,868.00	13,868.00
45-30-99	Beginning Balance	.00	.00	732,497.00	957,497.00	512,497.00
Total DEVELOPMENT FEES:		985,016.13	1,621,346.70	1,874,951.00	2,099,951.00	2,039,951.00
<b>OTHER FINANCING SOURCES</b>						
45-33-90	Transfer from Other Funds	580,257.60	645,796.29	550,000.00	550,000.00	550,000.00
45-33-93	Local Option Roads	208,079.04	220,151.37	1,000,000.00	1,000,000.00	1,000,000.00
Total OTHER FINANCING SOURCES:		788,336.64	865,947.66	1,550,000.00	1,550,000.00	1,550,000.00
<b>CHARGES FOR SERVICES</b>						
45-36-10	Interest Income	428,292.91	419,223.39	.00	.00	.00
Total CHARGES FOR SERVICES:		428,292.91	419,223.39	.00	.00	.00
<b>SPECIAL FUND PROJECTS</b>						
45-51-15	Parks/Trails Impact Fee Proj.	.00	.00	385,000.00	610,000.00	550,000.00
45-51-71	Roads/Ped. Walkways Impact Fee	4,515.00	209,837.59	500,000.00	500,000.00	500,000.00
45-51-80	N.D. Sewer Impact Fees	301,541.01	406,929.86	352,600.00	352,600.00	352,600.00
45-51-85	N.D. Fire Impact Fees	.00	.00	13,868.00	13,868.00	13,868.00
45-51-93	Local Option Roads	47,379.37	184,579.67	1,000,000.00	1,000,000.00	1,000,000.00
45-51-95	Class C Road Expenditures	410,925.49	1,070,816.55	1,151,020.00	1,151,020.00	1,151,020.00
45-51-97	Road & Sidewalk Grant Projects	.00	.00	22,463.00	22,463.00	22,463.00
Total SPECIAL FUND PROJECTS:		764,360.87	1,872,163.67	3,424,951.00	3,649,951.00	3,589,951.00
SPECIAL REVENUE FUND Revenue Total:		2,201,645.68	2,906,517.75	3,424,951.00	3,649,951.00	3,589,951.00
SPECIAL REVENUE FUND Expenditure Total:		764,360.87	1,872,163.67	3,424,951.00	3,649,951.00	3,589,951.00
Total SPECIAL REVENUE FUND:		1,437,284.81	1,034,354.08	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUE</b>						
48-30-37	Intergovernmental Revenues	.00	247,343.67	.00	.00	.00
48-30-39	Misc. revenue	28.00	.00	.00	.00	.00
48-30-45	Cemetery Permit & Perpet. Care	59,865.00	20,700.00	223,062.00	223,062.00	223,062.00
48-30-90	Beginning Balance	.00	.00	3,456,375.00	3,031,819.00	3,770,981.00
Total REVENUE:		59,893.00	268,043.67	3,679,437.00	3,254,881.00	3,994,043.00
<b>OTHER FINANCING SOURCES</b>						
48-33-10	Transfer from General Fund	1,041,679.00	650,000.00	344,262.00	268,818.00	29,656.00
48-33-25	Grants	.00	.00	9,000,000.00	9,000,000.00	9,000,000.00
48-33-35	Interest	286,277.54	282,740.84	.00	.00	.00
48-33-55	Transfer from Water Fund	.00	.00	.00	500,000.00	.00
Total OTHER FINANCING SOURCES:		1,327,956.54	932,740.84	9,344,262.00	9,768,818.00	9,029,656.00
<b>CAP. PROJ. FUND FINANCING USES</b>						
48-51-15	Buildings	46,342.25	2,380.14	278,581.00	278,581.00	278,581.00
48-51-20	Road Projects	135,947.00	259,461.88	10,442,585.00	10,442,585.00	10,442,585.00
48-51-25	Park Improvement Projects	110,910.44	37,192.52	1,117,048.00	1,117,048.00	1,117,048.00
48-51-43	Capital Equipment Replacement	12,632.10	82,270.55	93,912.00	93,912.00	93,912.00
48-51-44	Vehicle Replacement	46,012.81	.00	158,991.00	158,991.00	158,991.00
48-51-53	5 Year CIP	12,704.00	7,735.00	709,520.00	709,520.00	709,520.00
48-51-70	Cemetery Perpetual Care	.00	.00	223,062.00	223,062.00	223,062.00
Total CAP. PROJ. FUND FINANCING USES:		364,548.60	389,040.09	13,023,699.00	13,023,699.00	13,023,699.00
CAPITAL PROJECTS FUND Revenue Total:		1,387,849.54	1,200,784.51	13,023,699.00	13,023,699.00	13,023,699.00
CAPITAL PROJECTS FUND Expenditure Total:		364,548.60	389,040.09	13,023,699.00	13,023,699.00	13,023,699.00
Total CAPITAL PROJECTS FUND:		1,023,300.94	811,744.42	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>WASTE FUND</b>						
<b>OPERATING REVENUE</b>						
51-37-17	Penalties	802.15	980.00	500.00	500.00	1,500.00
51-37-26	Sewer Fees	1,303,462.28	1,357,531.01	1,300,000.00	1,300,000.00	1,400,000.00
51-37-50	Garbage Collection Fees	756,663.61	801,091.83	1,150,000.00	1,150,000.00	800,000.00
51-37-60	Greenwaste Collection Fees	128,989.57	132,993.10	130,000.00	130,000.00	135,000.00
51-37-70	Recycle Collection Fees	168,417.99	176,651.21	170,000.00	170,000.00	180,000.00
Total OPERATING REVENUE:		2,358,335.60	2,469,247.15	2,750,500.00	2,750,500.00	2,516,500.00
<b>OTHER FINANCING SOURCES</b>						
51-38-05	Sewer Impact Fees	64,827.70	107,888.59	82,700.00	82,700.00	82,700.00
51-38-15	Can Purchase	15,470.00	25,340.00	17,000.00	17,000.00	25,000.00
51-38-65	ARPA NEU Davis County	4,851,871.91	10,660,926.00	25,000,000.00	25,000,000.00	25,000,000.00
51-38-80	Interest Earnings	46,760.57	9,524.09	10,000.00	10,000.00	10,000.00
51-38-91	DEVELOPER CONTRIBUTIONS	178,216.97	513,684.00	.00	.00	.00
51-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		5,157,147.15	11,317,362.68	25,129,700.00	25,129,700.00	25,137,700.00
<b>TRANSFERS</b>						
51-39-95	Beginning Fund Balance	.00	.00	104,235.00	105,752.00	443,838.00
51-39-96	Sewer Impact Fee Balance	.00	.00	77,875.00	77,875.00	77,875.00
Total TRANSFERS:		.00	.00	182,110.00	183,627.00	521,713.00
<b>PRIMARY OPERATING EXPENSES</b>						
51-81-11	Salaries and Wages	225,534.57	234,265.43	285,697.00	286,685.00	329,433.00
51-81-13	Benefits and Bonus	105,247.70	114,058.99	152,868.00	153,397.00	176,255.00
51-81-15	On call pay	690.00	208.12	850.00	850.00	850.00
51-81-20	Overtime	197.56	261.30	2,000.00	2,000.00	2,000.00
51-81-27	Lift Stations	2,846.88	7,696.67	10,900.00	10,900.00	23,000.00
51-81-42	Garbage	692,299.86	658,596.74	600,000.00	600,000.00	600,000.00
51-81-43	Greenwaste	115,262.80	128,727.44	113,000.00	113,000.00	113,000.00
51-81-44	Recycling	159,358.02	171,875.24	138,000.00	138,000.00	138,000.00
51-81-49	Sewer Collection and Disposal	1,072,060.02	1,012,619.94	1,068,000.00	1,068,000.00	1,068,000.00
51-81-55	Sewer Maintenance and Repair	44,848.05	29,643.97	33,620.00	33,620.00	65,000.00
51-81-63	IT Support & Contracts	15,888.82	23,145.59	21,800.00	21,800.00	21,800.00
51-81-65	Utility Refunds	.00	.00	1,500.00	1,500.00	1,500.00
Total PRIMARY OPERATING EXPENSES:		2,434,234.28	2,381,099.43	2,428,235.00	2,429,752.00	2,538,838.00
<b>MATERIALS AND SUPPLIES</b>						
51-82-24	Utility Bills - Postage/Equip.	11,471.10	11,088.15	11,000.00	11,000.00	11,000.00
51-82-47	Can Purchase	68,633.00	43,442.50	45,000.00	45,000.00	45,000.00
51-82-60	Travel and Education	814.00	1,134.00	1,500.00	1,500.00	1,500.00
51-82-61	Misc. Supplies & Deposit Slips	.00	.00	1,000.00	1,000.00	1,000.00
Total MATERIALS AND SUPPLIES:		80,918.10	55,664.65	58,500.00	58,500.00	58,500.00
<b>WASTE - OTHER EXPENSES</b>						
51-84-05	Sewer Impact Fee Projects	.00	14,448.00	33,858.00	33,858.00	33,858.00
51-84-20	Risk Management	6,293.98	6,027.21	10,000.00	10,000.00	10,000.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
51-84-30	Depreciation	157,038.43	168,237.80	85,000.00	85,000.00	85,000.00
51-84-35	Credit Card Processing Fees	20,835.74	25,148.55	8,100.00	8,100.00	8,100.00
51-84-39	Auditor & Accounting Support	5,860.00	5,560.00	6,000.00	6,000.00	6,000.00
51-84-44	Vehicle Replacement	2,270.20	.00	42,754.00	42,754.00	42,754.00
51-84-81	IT	2,600.00	600.00	3,000.00	3,000.00	6,000.00
51-84-82	ARPA Davis County Sewer Proj	.00	.01	25,000,000.00	25,000,000.00	25,000,000.00
51-84-83	Capital Improvements	2,357.82	6,600.00	347,863.00	347,863.00	347,863.00
51-84-84	Blue Stakes	772.50	626.44	1,000.00	1,000.00	1,000.00
51-84-90	Fleet	6,164.86	5,849.83	8,000.00	8,000.00	8,000.00
51-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total WASTE - OTHER EXPENSES:		213,933.53	238,618.44	25,555,575.00	25,555,575.00	25,558,575.00
<b>TRANSFERS &amp; CONTINGENCIES</b>						
51-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	20,000.00	20,000.00
WASTE FUND Revenue Total:		7,515,482.75	13,786,609.83	28,062,310.00	28,063,827.00	28,175,913.00
WASTE FUND Expenditure Total:		2,729,085.91	2,675,382.52	28,062,310.00	28,063,827.00	28,175,913.00
Total WASTE FUND:		4,786,396.84	11,111,227.31	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>WATER FUND</b>						
<b>OPERATING REVENUE</b>						
55-37-11	Metered Water Sales	852,442.51	879,883.97	850,000.00	850,000.00	875,000.00
55-37-13	Secondary Water Sales	1,156,128.71	1,175,580.14	1,200,000.00	1,200,000.00	1,200,000.00
55-37-14	Connection Fees - Water	14,900.00	29,150.00	11,500.00	11,500.00	14,000.00
55-37-17	Penalties	721.94	882.00	500.00	500.00	500.00
Total OPERATING REVENUE:		2,024,193.16	2,085,496.11	2,062,000.00	2,062,000.00	2,089,500.00
<b>OTHER FINANCING SOURCES</b>						
55-38-05	Water Impact Fees	44,912.56	87,570.00	36,696.00	36,696.00	36,696.00
55-38-20	Gain/Loss on Capital Assets	6,265.32	.00	.00	.00	.00
55-38-55	Miscellaneous Revenue	4,911.20	4,900.00	.00	.00	.00
55-38-80	Interest Earnings	146,945.89	115,205.40	20,000.00	20,000.00	20,000.00
55-38-91	DEVELOPER CONTRIBUTIONS	83,651.46	1,001,257.00	.00	.00	.00
55-38-95	Fund Reserves	.00	.00	745,769.00	1,247,606.00	821,434.00
55-38-96	Water Impact Fee Balance	.00	.00	291,531.00	291,531.00	291,531.00
55-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		274,155.79	1,208,932.40	1,113,996.00	1,615,833.00	1,189,661.00
<b>PRIMARY OPERATING EXPENSES</b>						
55-81-11	Salaries and Wages	260,240.28	265,345.14	333,894.00	335,097.00	401,051.00
55-81-13	Benefits and Bonus	122,201.85	131,389.00	177,404.00	178,038.00	211,412.00
55-81-15	On call pay	1,380.00	416.04	1,700.00	1,700.00	1,700.00
55-81-20	Overtime	3,003.51	929.85	4,000.00	4,000.00	4,000.00
55-81-28	Wells & Water Tank Power	7,483.35	8,252.73	9,000.00	9,000.00	9,000.00
55-81-35	Hooper Water District	.00	50.00	500.00	500.00	500.00
55-81-41	Water Maintenance	17,534.33	23,768.07	28,620.00	28,620.00	28,620.00
55-81-42	Water Sample Testing	1,943.47	4,607.00	5,000.00	5,000.00	5,000.00
55-81-43	Secondary Water	1,026,597.27	1,137,943.14	1,200,000.00	1,200,000.00	1,200,000.00
55-81-45	Registration & Other Expenses	.00	.00	500.00	500.00	500.00
55-81-60	Travel and Education	4,255.51	3,874.92	4,140.00	4,140.00	6,140.00
55-81-63	IT Support & Contracts	15,897.43	19,783.99	25,800.00	25,800.00	25,800.00
Total PRIMARY OPERATING EXPENSES:		1,460,537.00	1,596,359.88	1,790,558.00	1,792,395.00	1,893,723.00
<b>WATER - MATERIALS AND SUPPLIES</b>						
55-82-24	Utility Bills - Postage/Equip	11,471.11	11,642.11	8,250.00	8,250.00	8,250.00
55-82-47	Misc. Supplies & Deposit Slips	.00	.00	750.00	750.00	750.00
55-82-50	Water Meters	114,583.47	68,427.00	125,000.00	125,000.00	125,000.00
Total WATER - MATERIALS AND SUPPLIES:		126,054.58	80,069.11	134,000.00	134,000.00	134,000.00
<b>WATER - OTHER EXPENSES</b>						
55-84-05	Water System Impact Fee Proj.	.00	.00	574,753.00	574,753.00	574,753.00
55-84-20	Risk Management	5,874.41	5,625.40	10,000.00	10,000.00	10,000.00
55-84-30	Depreciation	160,975.74	179,931.52	80,000.00	80,000.00	80,000.00
55-84-33	Capital Projects & Expenditure	7,245.17	15,043.49	166,801.00	166,801.00	166,801.00
55-84-35	Credit Card Processing Fees	22,289.43	26,903.09	8,800.00	8,800.00	8,800.00
55-84-38	Auditor & Accounting Support	5,860.00	5,560.00	6,000.00	6,000.00	6,000.00
55-84-40	Water Purchase - Weber Basin	226,918.00	126,122.50	288,474.00	288,474.00	288,474.00
55-84-44	Vehicle Replacement	1,026.96	.00	47,110.00	47,110.00	47,110.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
55-84-82	Blue Stakes	2,352.58	2,285.44	2,500.00	2,500.00	2,500.00
55-84-83	IT	3,200.00	1,200.00	2,000.00	2,000.00	2,000.00
55-84-85	Engineering Studies & Planning	.00	.00	20,000.00	20,000.00	20,000.00
55-84-90	Fleet	10,788.54	10,097.33	15,000.00	15,000.00	15,000.00
55-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total WATER - OTHER EXPENSES:		456,270.83	378,289.37	1,231,438.00	1,231,438.00	1,231,438.00
<b>TRANSFERS &amp; CONTINGENCIES</b>						
55-90-48	Transfer to Capital Projects	.00	.00	.00	500,000.00	.00
55-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total TRANSFERS & CONTINGENCIES:		.00	.00	20,000.00	520,000.00	20,000.00
WATER FUND Revenue Total:		2,298,348.95	3,294,428.51	3,175,996.00	3,677,833.00	3,279,161.00
WATER FUND Expenditure Total:		2,042,862.41	2,054,718.36	3,175,996.00	3,677,833.00	3,279,161.00
Total WATER FUND:		255,486.54	1,239,710.15	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>STORM WATER UTILITY FUND</b>						
<b>OPERATING REVENUE</b>						
58-37-11	Storm Sys. Maint. & Const. Fee	215,796.46	221,760.59	215,000.00	215,000.00	230,000.00
58-37-17	Penalties	80.22	98.00	150.00	150.00	100.00
58-37-90	Fund Balance	.00	.00	18,315.00	18,934.00	56,127.00
58-37-91	Storm Water Impact Fee Balance	.00	.00	74,288.00	1,074,288.00	74,288.00
Total OPERATING REVENUE:		215,876.68	221,858.59	307,753.00	1,308,372.00	360,515.00
<b>OTHER FINANCING SOURCES</b>						
58-38-05	Storm Water Impact Fees	112,994.63	182,506.50	105,100.00	105,100.00	105,100.00
58-38-70	Interest Earnings	106,437.60	91,260.80	20,000.00	20,000.00	20,000.00
58-38-91	DEVELOPER CONTRIBUTIONS	313,219.25	383,451.00	.00	.00	.00
58-38-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total OTHER FINANCING SOURCES:		532,651.48	657,218.30	145,100.00	145,100.00	145,100.00
<b>PRIMARY OPERATING EXPENSES</b>						
58-81-11	Salaries and Wages	86,782.17	100,210.76	113,826.00	114,236.00	136,828.00
58-81-13	Benefits	43,071.52	45,767.35	59,822.00	60,031.00	69,582.00
58-81-27	Storm Sys. Maint. & Repair	18,838.38	13,822.43	23,620.00	23,620.00	43,620.00
58-81-28	Construction	.00	.00	10,000.00	10,000.00	10,000.00
58-81-34	Credit Card Fees	2,907.22	3,509.08	1,100.00	1,100.00	1,100.00
58-81-40	Sweeping & Preventative Care	23,396.36	14,834.05	12,000.00	12,000.00	12,000.00
58-81-42	Strm Sys Maint & Phs II Comp.	5.79	1,938.97	2,500.00	2,500.00	2,500.00
58-81-43	Secondary Water	.00	.00	5,000.00	5,000.00	5,000.00
Total PRIMARY OPERATING EXPENSES:		175,001.44	180,082.64	227,868.00	228,487.00	280,630.00
<b>STORM WTR UTILITY - OTHER EXP.</b>						
58-84-05	Storm System Impact Fee Proj.	3,617.50	.00	.00	1,000,000.00	.00
58-84-20	Risk Management	2,097.98	2,009.09	3,500.00	3,500.00	3,500.00
58-84-30	Depreciation	183,179.38	199,148.52	64,000.00	64,000.00	64,000.00
58-84-38	Auditor & Accounting Support	1,465.00	1,390.00	1,500.00	1,500.00	1,500.00
58-84-44	Vehicle Replacement	988.80	.00	83,485.00	83,485.00	83,485.00
58-84-83	Capital Projects	.00	.00	40,000.00	40,000.00	40,000.00
58-84-90	Fleet Expense	1,541.24	1,490.46	2,500.00	2,500.00	2,500.00
58-84-97	Fleet Leases	9,740.00	5,520.60	10,000.00	10,000.00	10,000.00
Total STORM WTR UTILITY - OTHER EXP.:		202,629.90	209,558.67	204,985.00	1,204,985.00	204,985.00
<b>STORM WTR UTILITY - OTHER EXP.</b>						
58-90-99	Pension	.00	.00	20,000.00	20,000.00	20,000.00
Total STORM WTR UTILITY - OTHER EXP.:		.00	.00	20,000.00	20,000.00	20,000.00
STORM WATER UTILITY FUND Revenue Total:		748,528.16	879,076.89	452,853.00	1,453,472.00	505,615.00
STORM WATER UTILITY FUND Expenditure Total:		377,631.34	389,641.31	452,853.00	1,453,472.00	505,615.00
Total STORM WATER UTILITY FUND:		370,896.82	489,435.58	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>DEBT SERVICE</b>						
<b>MISCELLANEOUS REVENUE</b>						
70-36-10	Interest Earnings	651.28	567.90	.00	.00	.00
Total MISCELLANEOUS REVENUE:		651.28	567.90	.00	.00	.00
DEBT SERVICE Revenue Total:		651.28	567.90	.00	.00	.00
Total DEBT SERVICE:		651.28	567.90	.00	.00	.00

Account Number	Account Title	2024 Actual	2025 Actual	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget
<b>CDRA FUND</b>						
<b>REVENUE</b>						
85-31-08	Interfund Loan	576,000.00	576,000.00	576,000.00	576,000.00	577,000.00
85-31-10	Property Tax Increment	222,630.00	222,145.00	140,000.00	140,000.00	220,000.00
Total REVENUE:		798,630.00	798,145.00	716,000.00	716,000.00	797,000.00
<b>REVENUE</b>						
85-38-80	Interest Earnings	7,853.15	7,651.54	.00	.00	.00
Total REVENUE:		7,853.15	7,651.54	.00	.00	.00
<b>EXPENDITURES</b>						
85-44-65	Long-term Debt Expense	399,000.00	419,000.00	439,000.00	439,000.00	322,000.00
85-44-66	Transfers Out	.00	.00	.00	.00	220,000.00
Total EXPENDITURES:		399,000.00	419,000.00	439,000.00	439,000.00	542,000.00
<b>EXPENDITURES</b>						
85-84-15	Interest Expense	313,741.60	294,952.45	277,000.00	277,000.00	255,000.00
Total EXPENDITURES:		313,741.60	294,952.45	277,000.00	277,000.00	255,000.00
CDRA FUND Revenue Total:		806,483.15	805,796.54	716,000.00	716,000.00	797,000.00
CDRA FUND Expenditure Total:		712,741.60	713,952.45	716,000.00	716,000.00	797,000.00
Total CDRA FUND:		93,741.55	91,844.09	.00	.00	.00
Grand Totals:		7,573,125.97	15,001,857.57	.00	.00	.00

# CITY COUNCIL STAFF REPORT

**Subject:** UDOT Statewide Utility Agreement  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** May 5, 2026



## **Background**

West Point City has a current utility agreement with UDOT that needs to be renewed. The Statewide utility agreement permits the city to locate utilities, such as waterlines, storm drains, etc. within UDOT's right-of-way (ROW). The agreement is updated about every five years and UDOT has sent us the updated version for the City Council to consider.

## **Analysis**

The City is not planning to install any new facilities within UDOT ROW, but this agreement covers all existing facilities now located within their ROW. An example of this would be the City's water and sewer lines on 2000 W, which is a UDOT owned roadway. The agreement will also cover any future facilities that the City may install.

The agreement essentially allows the City to locate utilities and do maintenance work within UDOT ROW. It allows the City to do this work without posting a bond, as most contracts must do, as long as the City is a member of the Utah Local Governments Trust. The other provisions of the agreement are summarized as follows:

- UDOT grants a license to the City for facilities located within their ROW.
- The City must apply for an encroachment permit for any work done within UDOT's ROW.
- UDOT may inspect work done by the City.
- The City must cover all costs.
- The City is responsible for traffic control, restoration of the site, and for following all UDOT standards.
- The City can perform emergency work without a permit.
- The City must maintain the city-owned facilities at their own expense.
- The City must maintain proper insurance limits.
- The City must meet UDOT's facility clearance requirements.
- The term of the agreement is 5 years.

## **Recommendation**

Staff recommends approval of the agreement by resolution.

## **Significant Impacts**

None

## **Attachments**

Resolution  
Agreement

**RESOLUTION NO. 05-05-2026A**

**A RESOLUTION APPROVING A STATEWIDE UTILITY LICENSE AGREEMENT  
BETWEEN UDOT AND WEST POINT CITY**

**WHEREAS**, the Utah Department of Transportation requires a license agreement for any utilities or facilities located within their rights-of-way; and

**WHEREAS**, the current agreement has expired and must be renewed; and

**WHEREAS**, a new Statewide Utility License Agreement has been prepared and has been reviewed by the City Council.

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

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May, 2026

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder



UDOT Contract # \_\_\_\_\_

UDOT Comptroller # \_\_\_\_\_

Contract Setup Initials \_\_\_\_\_

## STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation** (“UDOT”) and **WEST POINT CITY CORPORATION** (“Local Government”), a political subdivision of the State of Utah, each as party (“Party”) and together as parties (“Parties”).

### RECITALS

**WHEREAS**, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities (“Facilities”) within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

**WHEREAS**, the terms of this agreement shall apply to all issued encroachment permits; and

**WHEREAS**, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

**WHEREAS**, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

### AGREEMENT

**NOW THEREFORE**, the Parties agree as follows:

1. **LICENSE:** UDOT grants a non-exclusive license to the Local Government for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
2. **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the Local Government files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.

3. **APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the Local Government to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.
4. **RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.
5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the Local Government of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The Local Government is responsible for UDOT's inspection costs.
6. **COSTS:** The Local Government shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The Local Government shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The Local Government shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The Local Government shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The Local Government shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The Local Government shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The Local Government shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The Local Government shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard

Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.

10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the Local Government or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the Local Government or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the Local Government, emergency work may be performed by a bonded contractor, public agency, or by Local Government. In all cases the Local Government shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.
11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the Local Government's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the Local Government's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by Local Government and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ENCROACHMENT PERMIT:** Access to UDOT right-of-way for installation of Facilities shall be allowed only pursuant to an encroachment permit issued by UDOT to the Local Government. The Local Government will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6.
13. **MAINTENANCE:** The Local Government shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the Local Government fails to maintain its Facilities, UDOT may notify the Local Government of any required maintenance needs. If the Local Government fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the Local Government of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the Local Government shall reimburse UDOT for its cost.

14. **LIABILITY:** The Local Government is not required to post a continuous bond as long as the Local Government is a current member of the Utah Local Governments Trust. If the Local Government is not a current member, the Local Government shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the Local Government shall not be limited to the amount of the insurance policy. The policy shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Local Government's operations in the right-of-way. The Local Government shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the Local Government shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the Local Government's Attorney or Risk Department. The Local Government shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the Local Government and UDOT as additional insureds. Such insurance shall protect the Local Government and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the Local Government's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Manager  
Utah Department of Transportation  
4501 South 2700 West  
Salt Lake City, Utah 84129

Per Utah Administrative Code R930-7-6(d), the Local Government may be exempt from the bond requirement and certifies that it:

- Is a member of the Utah Local Governments Trust for purposes of commercial general liability insurance; or
- Is self-insured with a minimum of \$1,000,000 per occurrence; or
- Carries liability insurance with a minimum of \$1,000,000 per occurrence.

UDOT may require a bond from the Local Government for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the

Local Government to UDOT standards. The liability of the Local Government shall not be limited to the amount of the bond.

The Local Government agrees to hold harmless, defend, and indemnify UDOT, its officers, employees and agents (“Indemnities”) from and against all claims, suits and costs, including attorney’s fees, for injury or damage of any kind, arising out of the Local Government’s negligent acts, errors or omissions in the performance of this agreement, and from and against all claims, suits and costs, including attorney’s fees, for injury or damage of any kind arising out of Indemnities’ failure to inspect, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Government’s negligent acts, errors or omission in the performance of this agreement. UDOT and the Local Government are governmental entities under the Governmental Immunity Act, Utah Code § 63G-7-101. Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of the parties, and nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the Local Government to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the Local Government to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the Local Government. Prior to any cancellation, UDOT shall notify the Local Government in writing, setting forth the violations, and will provide the Local Government a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT’s authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.

18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The Local Government shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the Local Government will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the Local Government shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the Local Government's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the Local Government must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the Local Government was granted a deviation, the Local Government must provide the permit describing the deviation.

19. **TERM:** The initial term of this Agreement shall be five (5) years from the Effective Date. This Agreement will automatically renew for additional terms of five years unless a Party terminates the Agreement pursuant to paragraph 20. Approximately six months prior to the renewal date, UDOT will send a notice of renewal to the Local Government. No later than 30 days prior to each five-year renewal date, the Local Government must provide UDOT with confirmation of the utility's bond, insurance, and business entity status.

20. **TERMINATION OF LICENSE AGREEMENT:** This Agreement may be terminated as follows:

- A. By mutual agreement of the Parties, in writing.
- B. By either Party, upon 30 days advance written notice to the other Party.
- C. By UDOT for the Local Government's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered per paragraph 21. The Agreement will not terminate if the Local Government commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such period, then UDOT may send a notice of termination, and this Agreement will terminate immediately upon delivery of such notice. Active encroachment permits previously

issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits, and R930-7. The obligation to maintain the continuous bond as described in paragraph 14 continues until the Local Government's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this Agreement shall survive termination of this Agreement.

**21. 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):

<p>To UDOT:</p> <p>Utah Department of Transportation          Statewide Utilities Division          4501 South 2700 West, 4<sup>th</sup> Floor          Salt Lake City, UT 84129          Attention: Statewide Utilities Manager</p> <p>With a Copy To:</p> <p>Assistant Attorney General (UDOT)          4501 South 2700 West          Box 148455          Salt Lake City, UT 84114</p>	<p>From Local Government:</p> <p><b>WEST POINT CITY CORPORATION</b>  <b>3200 W. 300 N.</b>  <b>West Point, UT 84015</b>  <b>Federal ID No. 87-6176206</b></p>
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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 County, 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.



WEST POINT CITY CORPORATION  
3200 W. 300 N.  
West Point, UT 84015  
Federal ID No. 87-6176206

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

APPROVED BY **WEST POINT CITY CORPORATION** REPRESENTATIVE

By: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name: (printed) \_\_\_\_\_ Title \_\_\_\_\_

**FOR THE UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
 Statewide Utilities Manager \_\_\_\_\_  
 Date \_\_\_\_\_

**UDOT CONTRACT ADMINISTRATION**

By: \_\_\_\_\_  
 Contract Administrator \_\_\_\_\_  
 Date \_\_\_\_\_

# CITY COUNCIL STAFF REPORT

**Subject:** UDOT Federal Aid Agreement – 1800 N 4500 W  
**Author:** Boyd Davis  
**Department:** Engineering  
**Meeting Date:** May 5, 2026



## **Background**

West Point City received a federal grant for the reconstruction and alignment of the intersection at 1800 N 4500 W. We are now ready to begin the design work on the project, but before we begin the city must approve the federal aid agreement to receive the funds. The agreement is attached for your review before the City Council considers it for approval.

## **Analysis**

The agreement that is being considered for approval tonight is the first of two grants for this intersection project. It should also be noted that the money the City has received is only for the north leg of the intersection. The other three legs are owned by UDOT and they will cover the costs for their legs of the project.

The agreement being considered tonight states that the grant is \$1,087,300 and that the City must pay a 6.77% match which equals \$73,610. The match will be paid from the local option transportation funds that the City collects. UDOT will administer the grant funds and will reimburse the City for the costs incurred the project. The other provisions of the agreement are summarized as follows:

- Federal Funds - \$1,013,690
- Local Matching Funds - \$73,610
- UDOT oversee project for compliance
- UDOT will assign a project manager
- City will manage the project and monitor the work
- City will assign a project manager
- City will coordinate with the UDOT project manager
- City will manage day-to-day activities of the project
- City will pay project costs and request reimbursement from UDOT
- City will pay any cost overruns (we do not anticipate any overruns as we have two grants totally \$2M just for the north leg of the intersection. We will likely be well below budget)

## **Recommendation**

Staff recommends approval of the agreement by resolution.

## **Significant Impacts**

The City will pay \$73,610 in matching funds. This will come from the Local Option Transportation funds.

## **Attachments**

Resolution  
Agreement

**RESOLUTION NO. 05-05-2026B**

**A RESOLUTION APPROVING A FEDERAL AID AGREEMENT BETWEEN UDOT  
AND WEST POINT CITY**

**WHEREAS**, West Point City (“City”) was the recipient of a federal transportation grant; and

**WHEREAS**, the grant will be administered by the Utah Department of Transportation (“UDOT”); and

**WHEREAS**, UDOT requires a federal aid agreement for local agency projects; and

**WHEREAS**, said Federal Aid Agreement has been prepared and has been reviewed by the City Council.

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

1. The Federal Aid Agreement for Local Agency Project, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May, 2026

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

## State of Utah Department of Transportation

<b>Federal Aid Agreement for Local Agency Project</b> CFDA No. 20.205 Highway Planning and Construction	West Point City - Boyd Davis	Maximum Project Value Authorized  <b>\$1,087,300</b>
PIN Number <b>21237</b> FINET Number <b>56346</b> FMIS Number <b>F018265</b> DUNS Number <b>185518958</b>	Project Number <b>F-0037(23)4</b> PIN Description <b>1800 North &amp; 4500 West Intersection</b>	Agreement Number (Assigned By Comptrollers)
		Date Executed

This Agreement is entered into this \_\_\_\_\_ by and between the Utah Department of Transportation (“UDOT”) and **West Point City "Local Agency"**, a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of **1800 North & 4500 West Intersection**, located at **West Point City** and identified as project number **F-0037(23)4**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

### State Wide Transportation Improvement Program STIP 2026 - 2029

Fund*	Prior	2026	2027	2028	2029	Total	Fed Aid	State	Other	Pct
CARBON O/L	\$0	\$1,087,300	\$0	\$0	\$0	\$1,087,300	\$1,013,690	\$0	\$73,610	6.77%
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
Total:	\$0	\$1,087,300	\$0	\$0	\$0	\$1,087,300	\$1,013,690	\$0	\$73,610	6.77%

## **AGREEMENT**

Now, therefore, the parties agree as follows:

### **I. Description of the Project.**

The scope includes widening the north leg of the 4500 West 1800 North intersection to accommodate right and left turn lanes.

### **II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
  - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
  - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
  - 4. Prepare and process the federal aid agreement before project initiation.
  - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
  - 6. Assist the local agency to process and approve Consultant Pay Requests.
  - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
  - 8. Coordinate to ensure ongoing communication with the local project sponsor.
  - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
  - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
  - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
  - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
  - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
  - 14. Coordinate the UDOT project closeout process.

### **III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
  - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
  - 2. Coordinate with the UDOT Project Manager concerning the funding.
  - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
  - 4. Manage the day-to-day activities of the Project as follows:
    - a. Consultant and professional services used on the Project.
    - b. The Local Agency shall recommend and approve consultant pay requests.
    - c. Project scope, schedule, budget, and quality.
    - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
    - e. Coordination with the assigned UDOT Project Manager.
    - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
    - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
    - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.

- i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):
  - 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
  - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
  - 3) Ensure NEPA Environmental clearances and approvals are obtained.
  - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
  - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
  - 6) Ensure construction standards and specifications are met.
  - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
- k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
- l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
- m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
- n. Approve the final advertising package and obtain local signature approval advertisement.
- o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
- p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
- q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
- r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
- s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
- t. Assist to provide all documentation needed for construction project close out including Buy America certification.
- u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

**IV. Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed \$1,087,300 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this

Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Boyd Davis at BDAVIS@WESTPOINTCITY.ORG](mailto:BoydDavis@WESTPOINTCITY.ORG), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

**V. Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

**VI. Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

**VII. Compliance with the John S. McCain National Defense Authorization Act:** The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

**VIII. Project Authorization for Federal Aid.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal

reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

**APPENDIX A:** During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX E** – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

X. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its 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 of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

**XII. Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

**XIII. Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

**XIV. Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

**XV. Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

**XVI. Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

**XVII. UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

**XVIII. Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

**XIX. Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

**XX. Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

**XXI. Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

**LOCAL AGENCY**

By \_\_\_\_\_

Date \_\_\_\_\_

[West Point City Official](#)

**Utah Department of Transportation**

By \_\_\_\_\_

Region Director

Date \_\_\_\_\_

**UDOT Comptroller**

By \_\_\_\_\_

Comptroller's Office

Date \_\_\_\_\_



**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
CONSULTANT SERVICES**

**TODAY'S DATE** 4/16/2026  
**PM REQUEST DATE** 8/21/2025

**FEDERAL AID  
AGREEMENT NO.**

**Project No.:** F-0037(23)4 **PIN No.:** 21237  
**PIN Description:** 1800 North & 4500 West Intersection **FINET Prog Code No.:** 56346

UDOT Project Manager	UDOT Contract Administrator
Corey D. Nelson 166 West Southwell Street Ogden, UT 84404 (385)251-4134 coreynelson@utah.gov	Devon Tonks (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)867-0533 devon@elevatedconsultinggroup.net

Local Government
West Point City 3200 W 300 N West Point, UT 84015 Boyd Davis, (801) 776-0970 BDAVIS@WESTPOINTCITY.ORG

Project Value	\$1,087,300
Federal Match	\$1,013,690
Local Government Match	\$73,610
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

# CITY COUNCIL STAFF REPORT



**Subject:** Development Agreement & Rezone Request  
Appx. 4762 W 700 S (Gardner)  
**Author:** Bryn MacDonald  
**Department:** Community Development  
**Date:** May 5, 2026

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## **Background**

The applicant, Rulon Gardner, representing Gardner Sunset Ridge, LLC, is requesting a rezone of 17.04 acres located at approximately 4762 West 700 South from A-40 Agricultural (1 unit/acre) to R-1 Residential (2.2 units/acre). The property is designated R-1 Residential in the West Point City General Plan. A development agreement is also being proposed to enforce architectural standards and solidify the concept plan.

## **Process**

Rezoning is a legislative action, giving both the Planning Commission and City Council broad discretion in determining whether the request promotes the public welfare. Concept plans are typically reviewed concurrently with a rezone application to evaluate General Plan consistency, access, and overall development feasibility. Preliminary and final subdivision design and engineering are reviewed through a subdivision application process.

The Planning Commission had a public hearing on February 12, 2026. There were three comments received at the public hearing regarding the proposed development. There were questions about future improvements on 700 South, where the storm water would drain to, and if culinary water was available. The City Council must now hold a public hearing and make the final decision. The City Council held a public hearing on April 7, 2026. They received comments from four individuals during the hearing. They expressed concerns about the number of lots being proposed on 700 South, the need for another access, and inadequate infrastructure in the area.

## **Analysis**

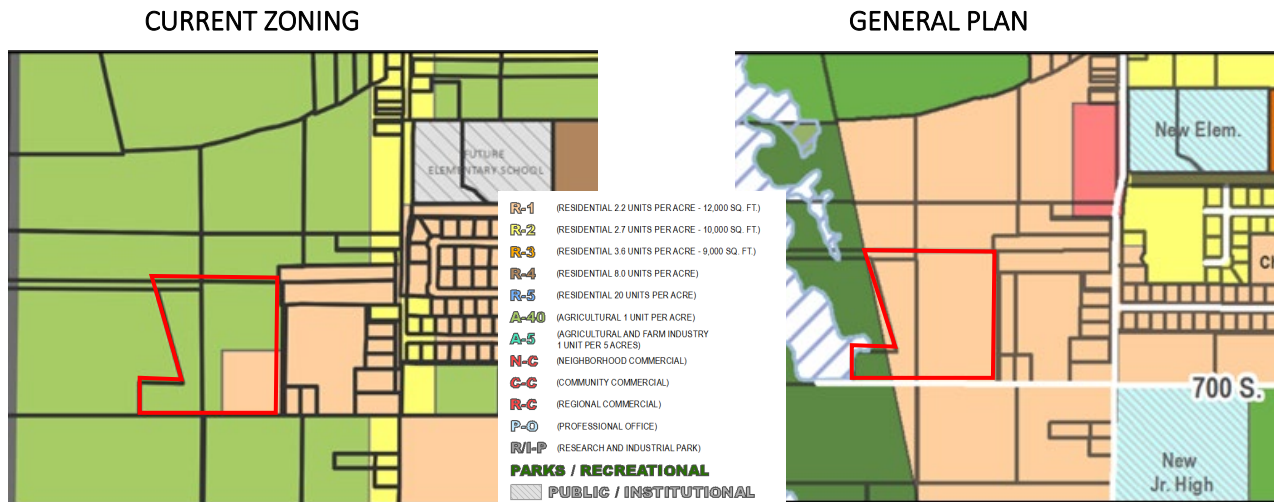
The application is to rezone 17.04 acres to R-1 (Residential/2.2 units per acre). The property is identified in the General Plan as R-1 (Residential). The applicant is proposing a single-family subdivision of 37 lots that aligns with the requirements of the R-1 zone.

This property was previously under consideration for a rezone in 2022. A key issue during the earlier review was the question of whether 700 South was a public or private road. Subdivisions must have access onto a public road. Since then, a court decision has established that 700 South is a 66-foot wide public street, which allows the applicant to rely on it for access. As part of the subdivision, 700 South will need to be improved to City public-street standards. The City Engineer is reviewing the required roadway cross-section and improvements needed to bring the road up to code.

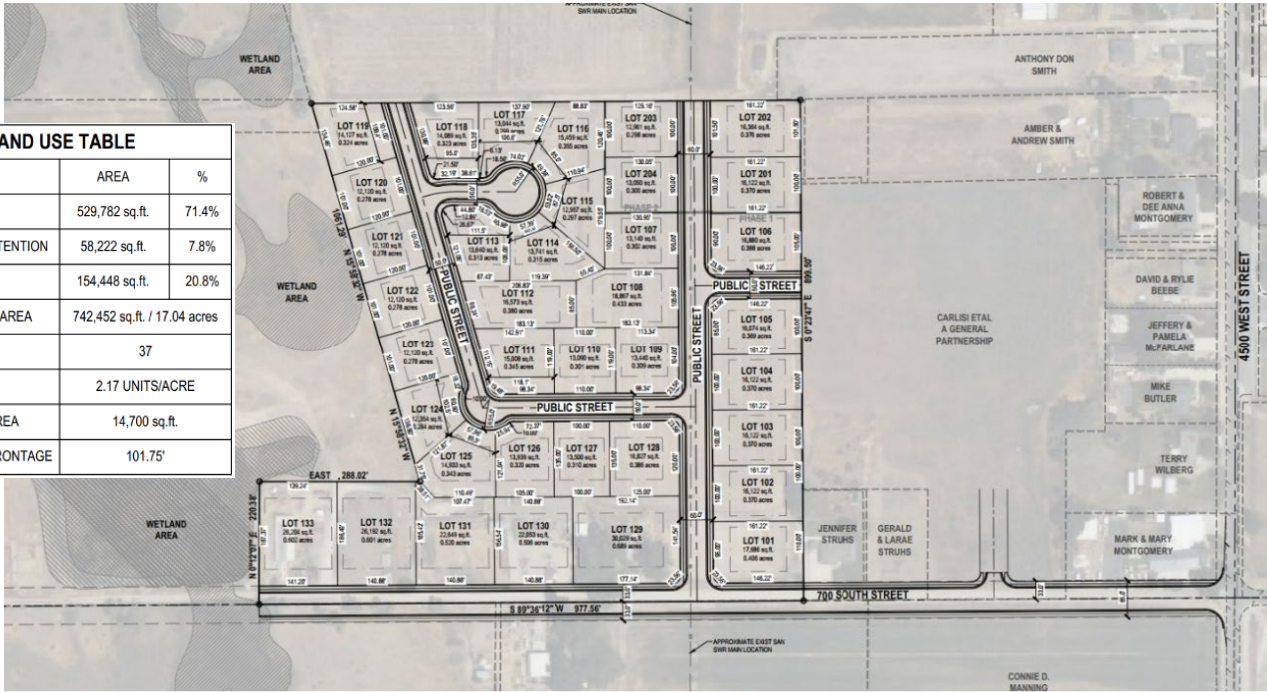
City Code allows up to 30 lots to be served by a single access. Since the concept plan includes 37 lots, a second access will be required for the entire project to move forward. That second access is anticipated to be provided through the Carlisi property to the east, which is expected to develop in the near future. The North Davis Fire District has reviewed the proposed access layout and has indicated that with both access points in place the development would meet Fire Code requirements for emergency response.

During the meeting on April 7, 2026, there was discussion about the improvements on 700 South. The City Engineer commented that the developer would not be required to build the full road width. The Council tabled a decision to determine if North Davis Fire was still okay with access onto 700 South if the full road wasn't improved. After the meeting, the developer stated that they intended to improve the full width of asphalt on the road and didn't have a problem committing to that.

During the meeting on April 21, 2026, the Council had continued discussions about the viability of developing new lots on 700 South, given that it is a dead end road. They asked to have the Fire Marshal attend the next Council meeting to discuss his review and approval of the proposal.



LAND USE TABLE		
DESCRIPTION	AREA	%
LOT AREA	529,782 sq.ft.	71.4%
OPEN SPACE DETENTION	58,222 sq.ft.	7.8%
ROADWAY	154,448 sq.ft.	20.8%
TOTAL PROJECT AREA	742,452 sq.ft. / 17.04 acres	
TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq.ft.	
AVERAGE LOT FRONTAGE	101.75'	



**Recommendation**

The Planning Commission recommended approval of the rezone to R-1. Staff recommends the City Council consider public comment, and determine whether the request is appropriate based on General Plan consistency, compatibility with surrounding land uses, and the information presented. Staff recommends approval of the development agreement.

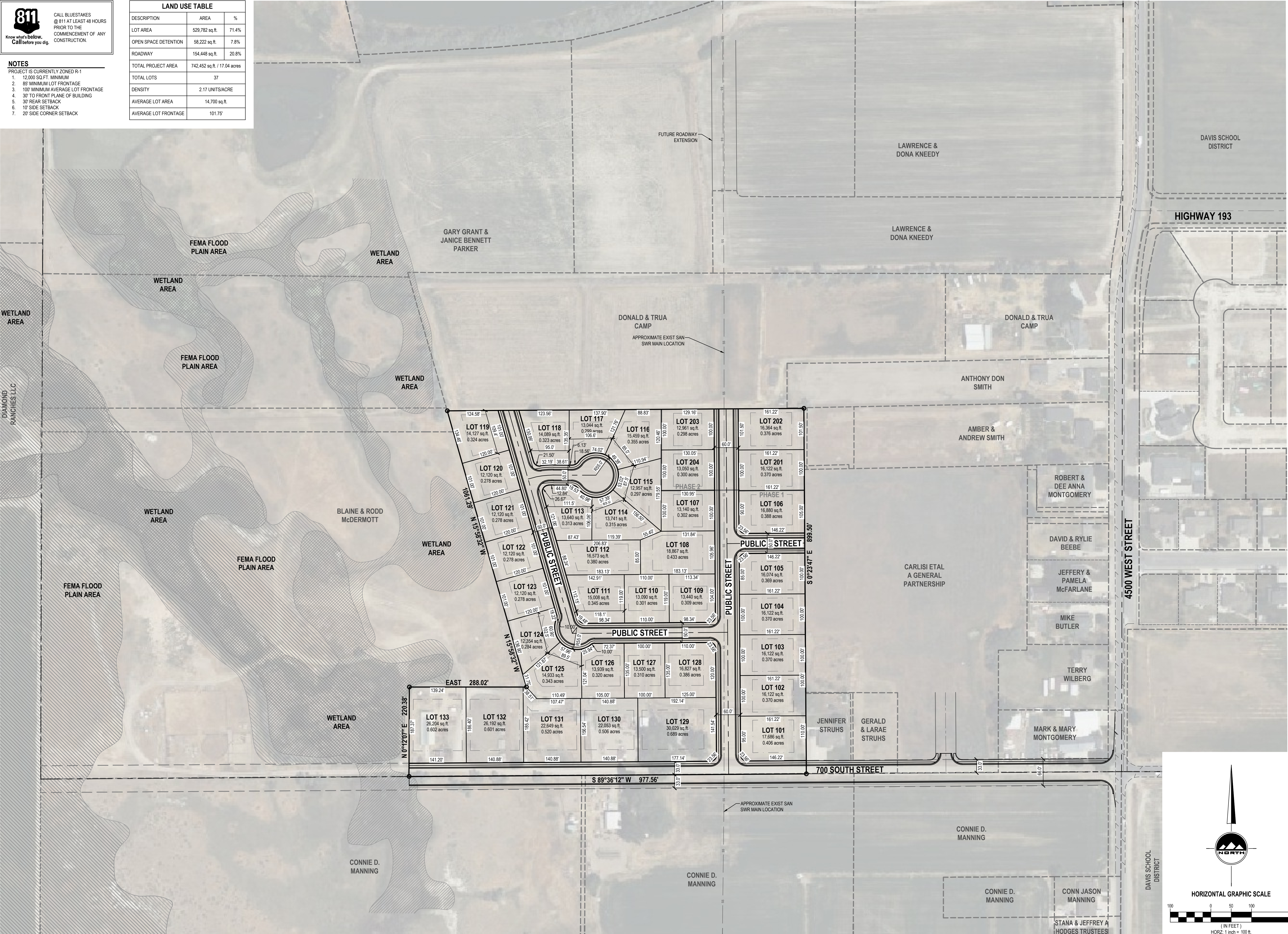
**Attachments**

- Concept Plan
- Letter from North Davis Fire District
- Resolution
- Draft Development Agreement
- Ordinance

**811**  
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

LAND USE TABLE		
DESCRIPTION	AREA	%
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TOTAL LOTS	37	
DENSITY	2.17 UNITS/ACRE	
AVERAGE LOT AREA	14,700 sq. ft.	
AVERAGE LOT FRONTAGE	101.75'	

- NOTES**  
PROJECT IS CURRENTLY ZONED R-1
- 12,000 SQ. FT. MINIMUM
  - 85' MINIMUM LOT FRONTAGE
  - 100' MINIMUM AVERAGE LOT FRONTAGE
  - 30' TO FRONT PLANE OF BUILDING
  - 30' REAR SETBACK
  - 10' SIDE SETBACK
  - 20' SIDE CORNER SETBACK



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

SALT LAKE CITY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.866.1453

RICHFIELD  
Phone: 435.896.2983

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR:  
CLIENT  
CLIENT'S ADDRESS  
CLIENT CITY STATE ZIP

CONTACT:  
CLIENT CONTACT  
PHONE: 801-000-0000

**SUNSET RIDGE**  
**696 SOUTH 4500 WEST**  
**WEST POINT, UTAH**



**CONCEPT PLAN**  
**R-1-10 ZONE**

PROJECT NUMBER: 11199  
PRINT DATE: 1/5/26  
DRAWN BY: M.ELMER  
CHECKED BY: C.PRESTON  
PROJECT MANAGER: C.PRESTON

**1 OF 1**



**From the Desk of Deputy Fire Marshal Mike Rawlings**

**North Davis Fire District**  
381 North 3150 West  
West Point City, UT 84015  
Office: (801) 525-2850 Ext. 102  
Mobile: (801) 200-0377  
Fax: (801) 525-6935

Email: [mrawlings@northdavisfireut.gov](mailto:mrawlings@northdavisfireut.gov)

**TO:** Cam Preston  
**CC:** Bryn MacDonald, Community Development Director – West Point City.  
Boyd Davis, Assistant City Manager/City Engineer – West Point City.  
**FROM:** Mike Rawlings / Deputy Fire Marshal  
**RE:** Sunset Ridge Subdivision

**DATE:** December 2, 2025.

I have reviewed the proposed site plan, after careful consideration, Fire District preliminary APPROVAL is granted, based that the following stipulations are met:

- The subdivision boundaries for lot count consideration would begin from the access point off **700 South**, as indicated on the conceptual plan set, and the secondary access can be counted through the proposed adjoining future subdivision development. **Provided that both future proposed subdivisions connect to one another.** (See Fire Code Requirements Below).
- The provided conceptual plan set for Sunset Ridge shows a total lot count of **37** lots, **NOT 30**. Per current Fire code requirements, this would require a **secondary access into said subdivision**. Single access into said subdivision will only be granted by the Fire District, if the total lot count of said subdivision is **30 lots or less**. (2021 IFC Appendix D, Section D107 code: D107.1).
- Current fire code requirements **allows for an exception** to the above referenced code. In that, fire apparatus access roads (*secondary access roads*) that connect with a future development, may be counted as a secondary access, as determined by the *fire code official*. (2021 IFC Appendix D, Section D107(2).).

These preliminary concept plans have been reviewed and APPROVED to meet the Fire District requirements. Based on the stipulations listed above. Should you have any further questions or concerns on this matter, please contact me.

**RESOLUTION NO. 05-06-2026C**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN WEST POINT CITY AND GARDNER SUNSET RIDGE LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT 4762 W 700 SOUTH**

**WHEREAS**, Gardner Sunset Ridge LLC owns the real property located at approximately 4762 W 700 S and identified in the legal description attached in Exhibit A; and

**WHEREAS**, West Point City desires to enter into a development agreement with Gardner Sunset Ridge LLC; and

**WHEREAS**, West Point City and Gardner Sunset Ridge LLC have jointly prepared the written agreement, attached hereto; and

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

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

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May, 2026.

**WEST POINT CITY,**  
A Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent, Mayor

**ATTEST:**

\_\_\_\_\_  
Casey Arnold, City Recorder

**Exhibit A**

Legal Description

Parcel ID numbers: 12-044-0062 and 12-044-0061

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
WEST POINT CITY AND GARDNER SUNSET RIDGE LLC  
(4762 W 700 S)**

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and GARDNER SUNSET RIDGE LLC, (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

**RECITALS**

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 (Agricultural) to R-1 (Residential) for certain property located at approximately 4762 W 700 S and contained by the following tax identification numbers: 12-044-0062 and 12-044-0061 (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 17.04 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

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

WHEREAS, the City has considered the overall benefits of developing the Subject Area as R-1 in exchange for improved home construction standards and a maximum number of lots pertaining to the Subject Property; and

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

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

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

1.7 “Subject Area” shall mean the 17.04 acres as legally described in Exhibit A.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 The City’s rezoning of the Subject Area to R-1 consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which means 17.04 acres of R-1 zoning.

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

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to an ordinance approved by the West Point City Council.

## **ARTICLE III CITY’S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions precedent set forth in Article II, the City shall accept and process on a timely basis one or more applications for a subdivision of the Subject Area from the Developer. The subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

## **ARTICLE IV**

## MASTER DEVELOPER' UNDERTAKINGS

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

4.1 Development. Master Developer shall have the right to develop up to 37 single family lots ("Maximum Residential Units") on the subject property in substantial conformity with the attached Concept plan (see Exhibit B). Substantial conformity shall mean the general layout is consistent with the intent and overall design of the concept plan. Each subdivision plat submitted by Master Developer or a Project Developer shall be required to go through the subdivision process as outlined in West Point City Code and meet all requirements specifically set forth therein.

4.2 Subdivision. Developer acknowledges that the development of the Maximum Residential units requires the Subdivision applications to comply with all City ordinances and the terms of this Agreement. The City's entry into this Agreement does not guarantee that the Developer will be able to construct the Maximum Residential Units; provided, however, so long as each subdivision plat meets the requirements of the West Point City Code and is consistent with the Concept Plan, the City agrees that it will not withhold its approval of the applicable subdivision plat.

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

4.3.1 Architecture. The following restrictions on single-family homes built in the subdivision:

- i. Minimum square footage of 1,500 sq. ft. on main level for rambler style homes with a basement.
- ii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
- iii. Minimum square footage of 1,750 sq. ft. for one story, slab on grade rambler style homes.
- iv. All homes will have a minimum 2 car garage.
- v. No vinyl siding will be allowed.
- vi. Exterior materials must comply with one of the following three options to provide for variation and accommodate the latest in architectural design trends:
  1. 40 percent brick or stone on the front of the home.
  2. 30 percent brick or stone on the front of the home with a three-foot wainscot of brick or stone on both sides.
  3. All Hardie-board or equivalent product on the entire home; provided there may be accents of brick or stone.

4.4 Road. Master Developer agrees to construct 700 South to the full width as required by the City Engineer during the subdivision process. The cross section, including park strip and sidewalk, may be modified to accommodate existing homes, but the full width of asphalt shall be constructed prior to any homes being built.

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

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

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**

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

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

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

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

5.5 Basements. Basements may be permitted in the Subject Area subject to West Point City Code section 15.16.010.

## **ARTICLE VI REMEDIES**

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

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

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

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

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

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

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

## **ARTICLE VII VESTED RIGHTS—INFRASTRUCTURE IMPROVEMENTS**

7.1 Vested Rights. Master Developer shall have the vested right to have preliminary and final subdivision plats approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern.

Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

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

7.3 Infrastructure and the Provision of Municipal Services.

7.3.1 Construction of Necessary Infrastructure. Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of each applicable Project, including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

**ARTICLE VIII  
GENERAL PROVISIONS**

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term "Master Developer" is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer:

GARDNER SUNSET RIDGE LLC  
201 S Main St, Suite 2000  
Salt Lake City, UT 84111

To City: WEST POINT CITY CORPORATION  
3200 West 300 North  
West Point, Utah 84015

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature page follows]*

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

**WEST POINT CITY CORPORATION**

\_\_\_\_\_  
BRIAN VINCENT, Mayor

ATTEST:

\_\_\_\_\_  
CASEY ARNOLD, City Recorder

**Gardner Sunset Ridge LLC**

\_\_\_\_\_  
RULON GARDNER, Manager

**EXHIBIT A**

Legal Description of Property

Parcel ID Numbers: 12-044-0061 and 12-044-0062



**ORDINANCE NO. 05-05-2026A**

**AN ORDINANCE REZONING PROPERTY LOCATED AT  
APPROXIMATELY 4762 W 700 S FROM A-40 to  
R-1 (RESIDENTIAL 2.2 UNITS PER ACRE)**

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

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

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

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

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

**Section One:**

That the subject property as shown on the current West Point City Zoning Map shall be and the same is hereby rezoned and the Zoning Map amended by removing the property from the A-40 zone and placing the property in the R-1 zone

**Legal Description:**

See Exhibit A attached hereto.

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

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

**Section Three:                    Severability**

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

**Section Four:                    Effective Date**

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

DATED this 5<sup>th</sup> day of May, 2026.

WEST POINT CITY, a Municipal Corporation

By: \_\_\_\_\_  
Brian Vincent  
Mayor

ATTEST:

\_\_\_\_\_  
Casey Arnold  
City Recorder

# EXHIBIT A

**Legal Description:**

Parcel ID numbers: 12-044-0061 and 12-044-0062