



WEST POINT CITY COUNCIL MEETING NOTICE & AGENDA

JULY 7, 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/83784551794> » Telephone: 1(669) 900-6833 – Meeting ID: 837 8455 1794

ADMINISTRATIVE SESSION – 6:30 PM

(Open to the Public)

1. Discussion Regarding the Traffic Study for the 700 S 4000 W Intersection – Mr. Boyd Davis [pg. 4](#)
2. Discussion Regarding the 4000 W Storm Drain Trail – Mr. Boyd Davis [pg. 29](#)
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. Recognition of the 2026 Party at The Point Grand Marshals – Mayor Brian Vincent
8. Consideration of Approval of West Point City Council Meeting Minutes:
 - a. February 6-7, 2026 Planning & Visioning Session [pg. 59](#)
 - b. April 21, 2026 [pg. 74](#)
9. Consideration of Resolution No. 07-07-2026A, Approving a Contract with Consor Engineering for the Design of the 1800 N 4500 W Intersection Project – Mr. Boyd Davis [pg. 30](#)
10. Consideration of Approval of a Contract for the 3500 W Sidewalk Construction Project – Mr. Boyd Davis [pg. 54](#)
11. Consideration of Approval for a Contract for City Road Maintenance – Mr. Kenny England [pg. 55](#)
12. Consideration of Approval to Place the Nielsen Crossing Subdivision Phase 1 on One-Year Warranty – Mr. Boyd Davis [pg. 58](#)
13. Motion to Adjourn the General Session

Posted this 1st day of July, 2026:


Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above July 7, 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 and 3) the Utah Public Notice Website at www.utah.gov/pmn.

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

TENTATIVE UPCOMING ITEMS

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

Date: **07/21/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Davis County Sheriff's Office Update
-

Date: **08/04/2026**

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. **
-

Date: **08/18/2026**

Administrative Session – 6:00 pm

1. Quarterly Financial Report – Mr. Ryan Harvey
2. Discussion Regarding the FY2027 Final Budget – Mr. Ryan Harvey
 - 2.1. Proposed Property Tax Rate Increase Impact Schedule

General Session – CANCELLED

Special Budget Meeting – 7:00 pm

1. Consideration of Resolution No. ** Adopting the 2026 Property Tax Rate for West Point City
 - a. Public Hearing
 - b. Action
 2. Public Hearing Regarding the FY2027 Compensation Schedule
 3. Consideration of Ordinance No. *, Approving the FY2027 Final Budget for West Point City and All Related Agencies
 - a. Public Hearing
 - b. Action
-



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
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26	27	28	29	30	31	

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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8	9	10	11	12	13	14
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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23	24	25	26	27	28	29
30	31					

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			

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
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MAY

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31						

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30					

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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7	8	9	10	11	12	13
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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

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

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

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

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

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

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 - 7 PM
16	City Council - 6 PM
19	JUNETEENTH - CLOSED
25	Planning Commission - 6 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

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

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

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

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

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: Traffic Study: 700 S 4000 W
Author: Boyd Davis
Department: Engineering
Date: July 7, 2026

Background

Recently the City Council received public comments about safety concerns at the intersection of 4000 W 700 S. At that time, staff suggested that a traffic study be done, which is now complete. Staff would like to discuss the results and recommendations with the Council.

Analysis

The traffic study was completed by Hales Engineering, who is a well respected traffic engineering firm. The study was paid for by both West Point and Syracuse City as this intersection splits the boundary of the two cities. The study is attached to this report for your review. The executive summary is as follows:

This study addresses the traffic impacts associated with the proposed changes at the 700 South 4000 West intersection located in West Point, Utah.

The purpose of this traffic study is to analyze traffic operations at key intersections for existing (2026) and future (2040) conditions with and without the proposed changes and to recommend mitigation measures as needed. The morning, afternoon, and evening peak hour level of service (LOS) results are shown in Table ES-1.

Table ES-1: Peak Hour Level of Service Results

Intersection	Level of Service																	
	Existing (2026)									Future (2040)								
	No-Build			All-Way Stop			Roundabout			No-Build			All-Way Stop			Roundabout		
	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM
1 4000 West / 700 South	a	a	a	A	A	A	A	A	A	b	b	a	A	A	A	A	A	A

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

Source: Hales Engineering, May 2026

Based on the results of the analysis for future (2040) conditions, each alternative has advantages and disadvantages. All-way stop control is anticipated to operate at acceptable levels of service with no significant queuing. The all-way stop control would also likely be the lowest-cost option and could be implemented with minimal impacts to nearby driveways and adjacent intersections. A roundabout is also anticipated to operate efficiently; however, it would require a substantially larger footprint, would likely be more costly, and could significantly affect nearby residential accesses. The vehicular volume warrants for a traffic signal are not anticipated to be met, even after developments are constructed in the area. Furthermore, it is important to note that the existing 4000 West/700 South intersection configuration, with stop control on the northbound and southbound approaches, is anticipated to operate at acceptable levels of service under future (2040) scenarios, although longer northbound and southbound queues are expected compared to the all-way stop control and roundabout alternatives.

In discussions with Syracuse City, they are open to any solution although they favor the 4-way stop.

Recommendation

Staff would like direction from the City Council regarding the appropriate solution for this intersection.

Significant Impacts

None

Attachments

Traffic Study

700 South 4000 West

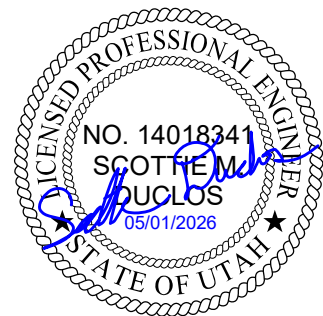
Traffic Impact Study



West Point, Utah

May 1, 2026

UT26-3235



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed changes at the 700 South 4000 West intersection located in West Point, Utah.

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	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM	AM	AFT	PM
1 4000 West / 700 South	a	a	a	A	A	A	A	A	A	b	b	a	A	A	A	A	A	A
1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)																		
Source: Hales Engineering, May 2026																		

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SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

2026	Assumptions	Findings
No-Build	• None	• Acceptable LOS • NB/SB queue of 100 ft
All-Way Stop-Control	• No roadway widening or turn lanes	• Acceptable LOS • NB/SB queue decreased to 75 ft
Roundabout	• Single-lane roundabout	• Acceptable LOS • NB/SB queue decreased to 50 ft
2040	Assumptions	Findings
No-Build	• Annual growth rate of 2% applied to all traffic volumes • Anticipated traffic from West Point Cold Springs Road TIS added to projected traffic volumes • Three-lane cross-section on 700 South and 4000 West	• Acceptable LOS • NB queue of 125 ft and SB queue of 150 ft
All-Way Stop-Control	• Left-turn lanes on all approaches	• Acceptable LOS • NB/SB queue decreased to 100 ft
Roundabout	• Single-lane roundabout	• Acceptable LOS • NB/SB queue decreased to 75 ft

TABLE OF CONTENTS

EXECUTIVE SUMMARY	i
SUMMARY OF KEY FINDINGS & RECOMMENDATIONS	ii
TABLE OF CONTENTS	iii
LIST OF TABLES	iv
LIST OF FIGURES	iv
I. INTRODUCTION	1
A. Purpose	1
B. Scope	2
C. Analysis Methodology	2
D. Level of Service Standards	2
II. EXISTING (2026) BACKGROUND CONDITIONS.....	4
A. Purpose	4
B. Crash Data Summary	4
C. Traffic Volumes	5
D. Level of Service Analysis	5
E. Queueing Analysis	5
III. EXISTING (2026) BUILD CONDITIONS	9
A. Purpose	9
B. Project Description	9
C. All-Way-Stop Analysis	9
D. Roundabout Analysis	10
E. Analysis of Results	11
IV. FUTURE (2040) BACKGROUND CONDITIONS.....	12
A. Purpose	12
B. Roadway Network	12
C. Traffic Volumes	12
D. Level of Service Analysis	12
E. Queueing Analysis	12
V. FUTURE (2040) BUILD CONDITIONS	17
A. Purpose	17
B. Project Description	17
C. All-Way-Stop Analysis	17
D. Roundabout	18
E. Analysis of Results	18
 Appendix A: Turning Movement Counts	
Appendix B: LOS Results	
Appendix C: Queueing Results	
Appendix D: Crash Data Reports	

LIST OF TABLES

Table 1: Level of Service Description3
Table 2: Crash Severity by Intersection.....4
Table 3: Crash Type by Intersection.....4
Table 4: Existing (2026) Background Peak Hour LOS5
Table 5: Existing (2026) All-Way-Stop Peak Hour LOS9
Table 6: Existing (2026) Roundabout Peak Hour LOS.....10
Table 7: Future (2040) Background Peak Hour LOS16
Table 8: Future (2040) All-Way-Stop Peak Hour LOS17
Table 9: Future (2040) Roundabout Peak Hour LOS.....18

LIST OF FIGURES

Figure 1: Vicinity map showing the project location in West Point, Utah 1
Figure 2: Existing (2026) background peak hour traffic volumes6
Figure 3: All-Way Stop-Control Intersection Layout 10
Figure 4: Roundabout Intersection Layout 11
Figure 5: Future (2040) background peak hour traffic volumes 13

I. INTRODUCTION

A. Purpose

This study addresses the traffic associated with the proposed 700 South 4000 West changes located in West Point, Utah. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic study is to analyze traffic operations at key intersections for existing (2026) and future (2040) conditions with and without the proposed changes and to recommend mitigation measures as needed.



Figure 1: Vicinity map showing the project location in West Point, Utah

B. Scope

The study area was defined based on conversations with West Point City and Syracuse City. This study was scoped to evaluate the traffic operational performance impacts of the various traffic control on the following intersections:

- 4000 West / 700 South

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 7th Edition, 2022 methodology was used in this study to remain consistent with “state-of-the-practice” professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix B. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix C.

Many of the figures in this report are printouts of the Synchro model. These figures are not meant to be a design exhibit for exact lane striping and design, due to the limitations of the Synchro software. Instead, the purpose of these figures is to show assumed peak hour turning movement volumes and the conceptual travel lane configuration of the study roadway network.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with “state-of-the-practice” traffic engineering principles for urbanized areas.

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 7th Edition, 2022 Methodology (Transportation Research Board)

II. EXISTING (2026) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Crash Data Summary

Hales Engineering obtained crash data within 250 feet of the study intersections. At least five years of crash data were collected between January 1, 2020, and April 30, 2026, and the data is summarized by crash severity in Table 2 and by crash type in Table 3. The 2025 and 2026 crash data has not yet been fully validated.

As shown, there were a total of 11 crashes at the study intersection. The detailed crash data reports are provided in Appendix D. Due to the use of crash data, this report may be protected by 23 USC 407. There was one pedestrian involved crash where a northbound vehicle on 4000 West rolled past the stop line while turning right onto 700 South and failed to yield to a bicyclist crossing westbound on the south sidewalk. The vehicle struck the bicyclist, causing minor injuries.

Table 2: Crash Severity by Intersection

Intersection	Crash Severity					Total Crashes at Intersection
	Fatal	Suspected Serious Injury	Suspected Minor Injury	Possible Injury	Property Damage Only	
4000 West / 700 South	0	0	4	1	6	11

Source: UDOT Numetric AASHTOWare, May 2026

Table 3: Crash Type by Intersection

Intersection	Crash Type					Total Crashes at Intersection
	Front to Rear	Single Vehicle	Angle	Sideswipe	Other	
4000 West / 700 South	0	3	8	0	0	11

Source: UDOT Numetric AASHTOWare, May 2026

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) afternoon (2:00 to 4:00 p.m.), and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- 700 South / 4000 West

The counts were performed on Thursday, April 16, 2026. The morning peak hour was determined to be between 8:00 and 9:00 a.m., the afternoon peak hour was determined to be between 3:00 and 4:00 p.m., and the evening peak hour was determined to be between 4:30 and 5:30 p.m. The morning, afternoon, and evening peak hour volumes were used in the analysis. Detailed count data are included in Appendix A.

Monthly traffic volume data were obtained from a nearby UDOT automatic traffic recorder (ATR) on SR-89 (ATR #316). In recent years, traffic volumes in April have been approximately equal to the average traffic volumes. The observed traffic volumes were not adjusted.

Figure 2 shows the existing morning, afternoon, and evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Hales Engineering determined that the 4000 West / 700 South intersection is currently operating at acceptable levels of service during the morning, afternoon, and evening peak hours, as shown in Table 4.

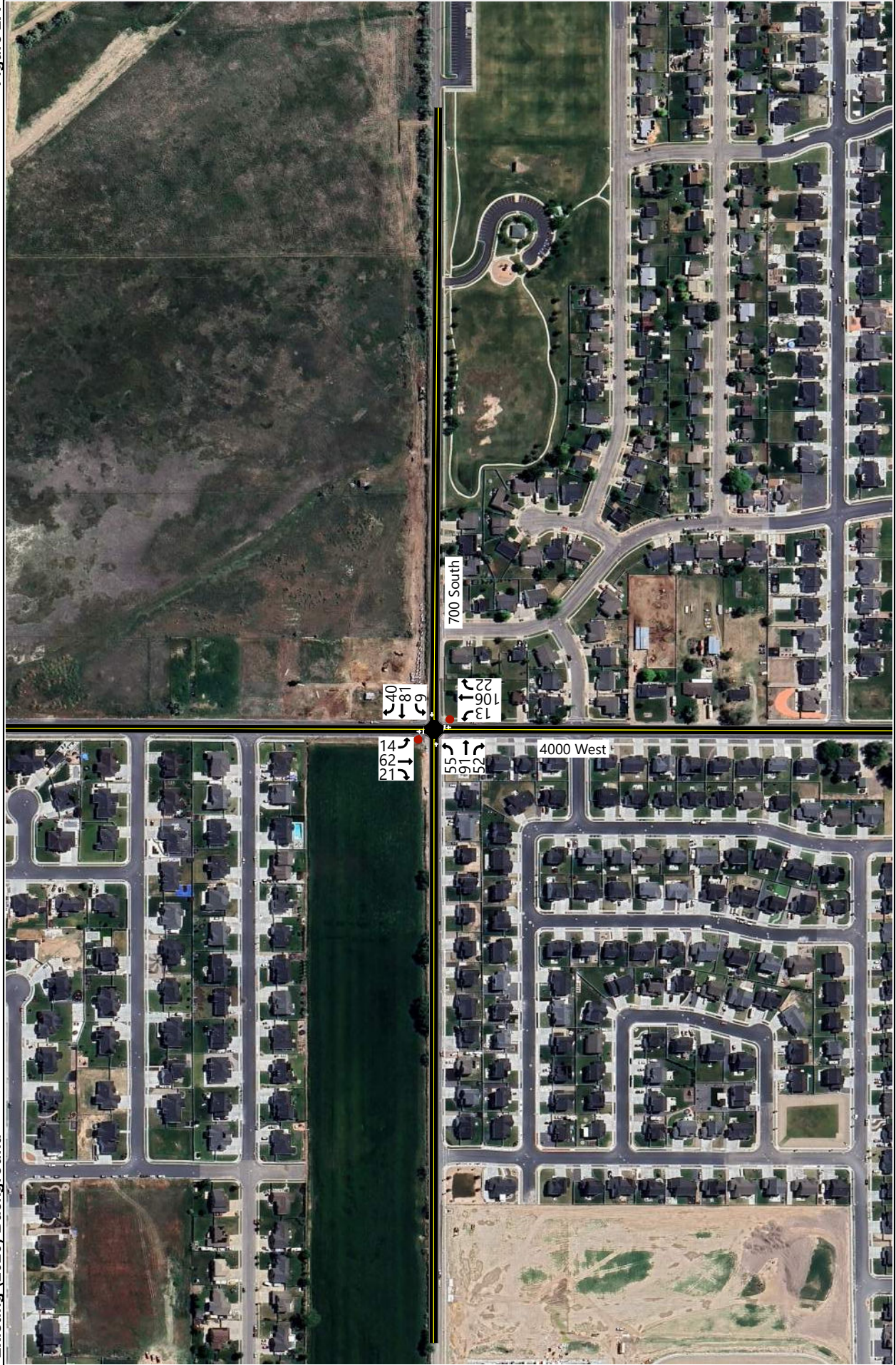
Table 4: Existing (2026) Background Peak Hour LOS

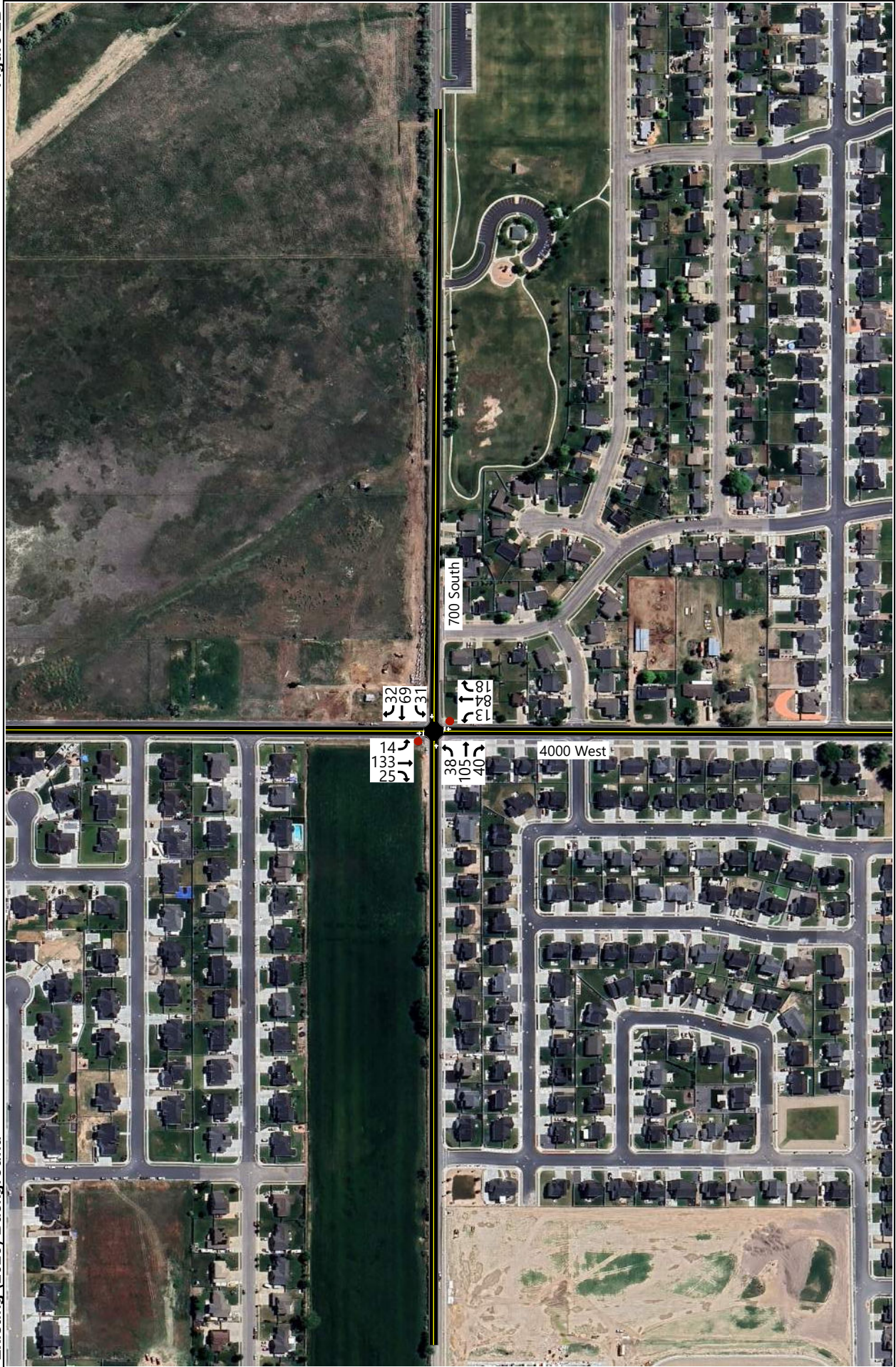
Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	NB/SB Stop	a (8.0) / NBT	a (7.9) / SBT	a (7.9) / SBT
¹ Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. ² Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.				
Source: Hales Engineering, May 2026				

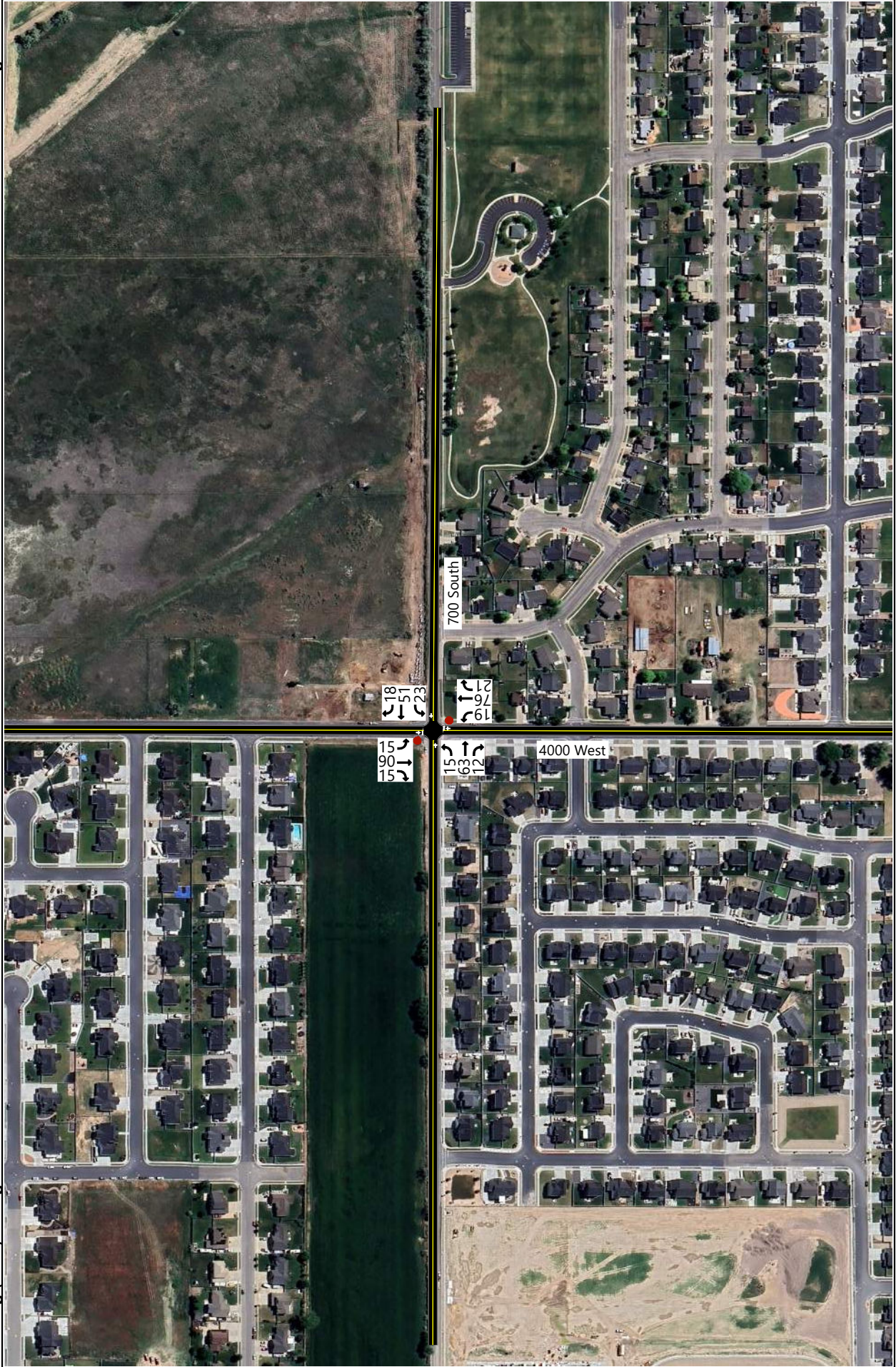
E. Queueing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning, afternoon, and evening peak hour are summarized as follows:

- 4000 West / 700 South:
 - Northbound: 100 feet (morning)
 - Southbound: 100 feet (afternoon and evening)







III. EXISTING (2026) BUILD CONDITIONS

A. Purpose

The purpose of the existing (2026) build analysis is to study the intersections and roadways during the peak travel periods of the day for existing background traffic and geometric conditions. This scenario provides valuable insight into the potential impacts of the different traffic control devices on background traffic conditions.

B. Project Description

At the 4000 West / 700 South intersection, Hales Engineering performed analyses of the intersection with different traffic control devices, including a roundabout and all-way stop traffic control. A traffic signal was considered, however, traffic volumes did not meet the peak hour traffic signal warrant.

C. All-Way-Stop Analysis

One of the scenarios analyzed was implementing all-way stop-control at the 4000 West / 700 South intersection. A diagram of the intersection layout is shown in Figure 3.

Hales Engineering determined that the 4000 West / 700 South intersection is anticipated to operate at acceptable levels of service during the morning, afternoon, and evening peak hours with all-way stop-control at the 4000 West / 700 South intersection, as shown in Table 5.

Table 5: Existing (2026) All-Way-Stop Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	AWSC	A (6.3)	A (6.5)	A (5.6)
¹ Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. ² Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.				
Source: Hales Engineering, May 2026				

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections in the all-way stop-control scenario. No significant queueing is anticipated during the morning, afternoon, and evening peak hours.

- 4000 West / 700 South:
 - Northbound: 75 feet (morning, afternoon, and evening)
 - Southbound: 75 feet (morning, afternoon, and evening)
 - Eastbound: 75 feet (morning, afternoon, and evening)
 - Westbound: 75 feet (morning, afternoon, and evening)



Figure 3: All-Way Stop-Control Intersection Layout

D. Roundabout Analysis

The next scenario analyzed was implementing a single-lane roundabout at the 4000 West / 700 South intersection. A diagram of the intersection layout is shown in Figure 4.

Hales Engineering determined that the 4000 West / 700 South intersection is anticipated to operate at acceptable levels of service during the morning, afternoon, and evening peak hours with a roundabout at the 4000 West / 700 South intersection, as shown in Table 6.

Table 6: Existing (2026) Roundabout Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	Roundabout	A (3.6)	A (3.7)	A (3.1)
¹ Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. ² Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.				
Source: Hales Engineering, May 2026				



Figure 4: Roundabout Intersection Layout

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning, afternoon, and evening peak hours. A roundabout at this location would require restricting lefts at nearby accesses and acquiring right-of-way.

- 4000 West / 700 South:
 - Northbound: 50 feet (morning and afternoon)
 - Southbound: 50 feet (afternoon and evening)
 - Eastbound: 50 feet (morning, afternoon, and evening)
 - Westbound: 50 feet (morning, afternoon, and evening)

E. Analysis of Results

Based on the results of the analysis for existing (2026) conditions, all scenarios are anticipated to operate at acceptable levels of service and to perform similarly.

IV. FUTURE (2040) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2040) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the WFRC Regional Transportation Plan, there is a road expansion planned on 700 South before 2050 in the study area to accommodate the planned shopping center north of 700 South. Therefore, these changes were made to the roadway network for the future (2040) analysis to reflect an added two-way left-turn lane at each leg of the 4000 West / 700 South intersection.

C. Traffic Volumes

Hales Engineering obtained future (2040) forecasted volumes using AADT from a nearby traffic counter. It was determined that the study area had an annual growth rate of approximately 2%. That growth rate was applied to all future volumes. Additionally, trip generation from the West Point Cold Springs Road TIS were included to reflect expected future 2040 traffic volumes. Future (2040) background morning, afternoon, and evening peak hour turning movement volumes are shown in Figure 5.

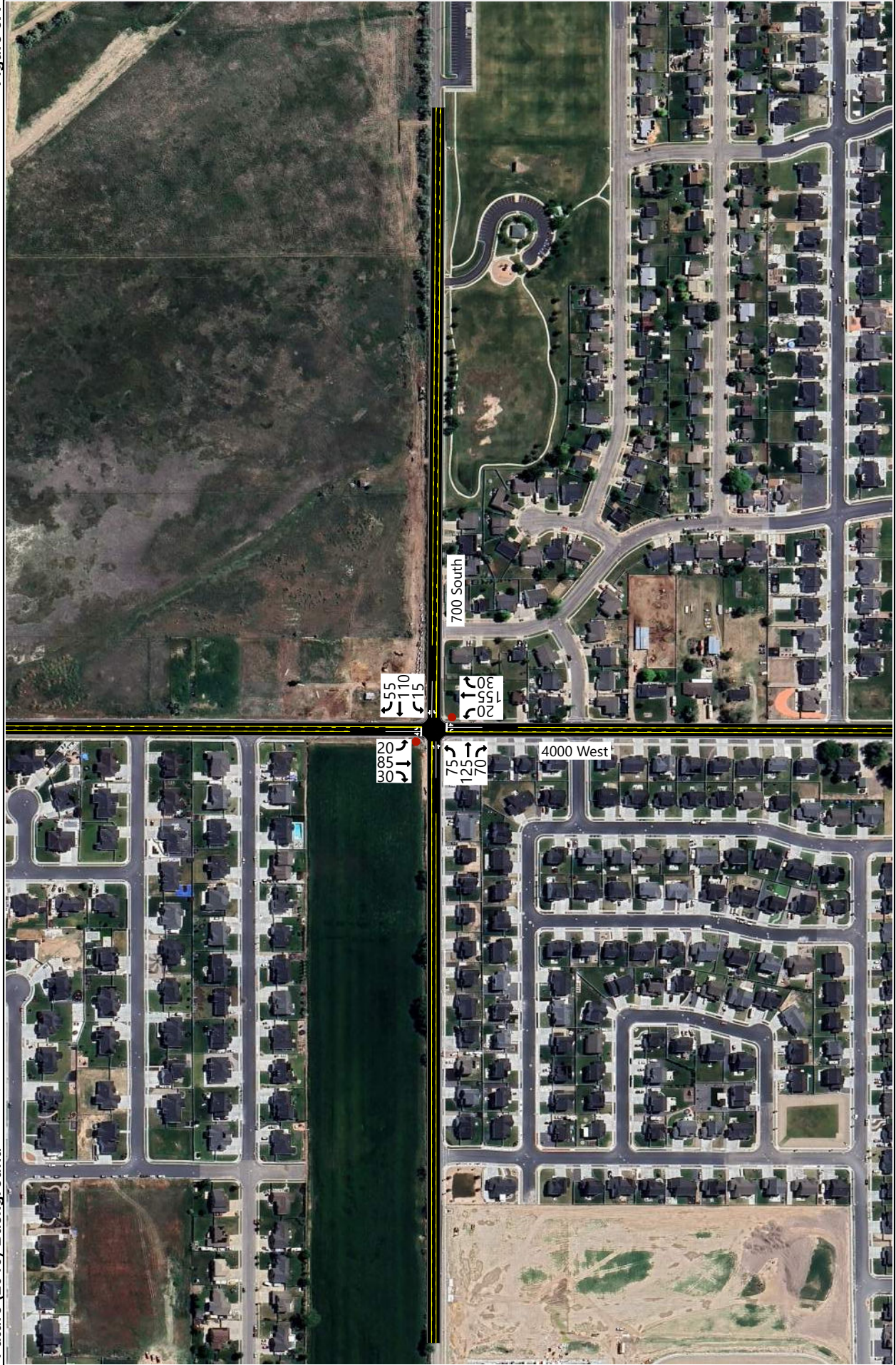
D. Level of Service Analysis

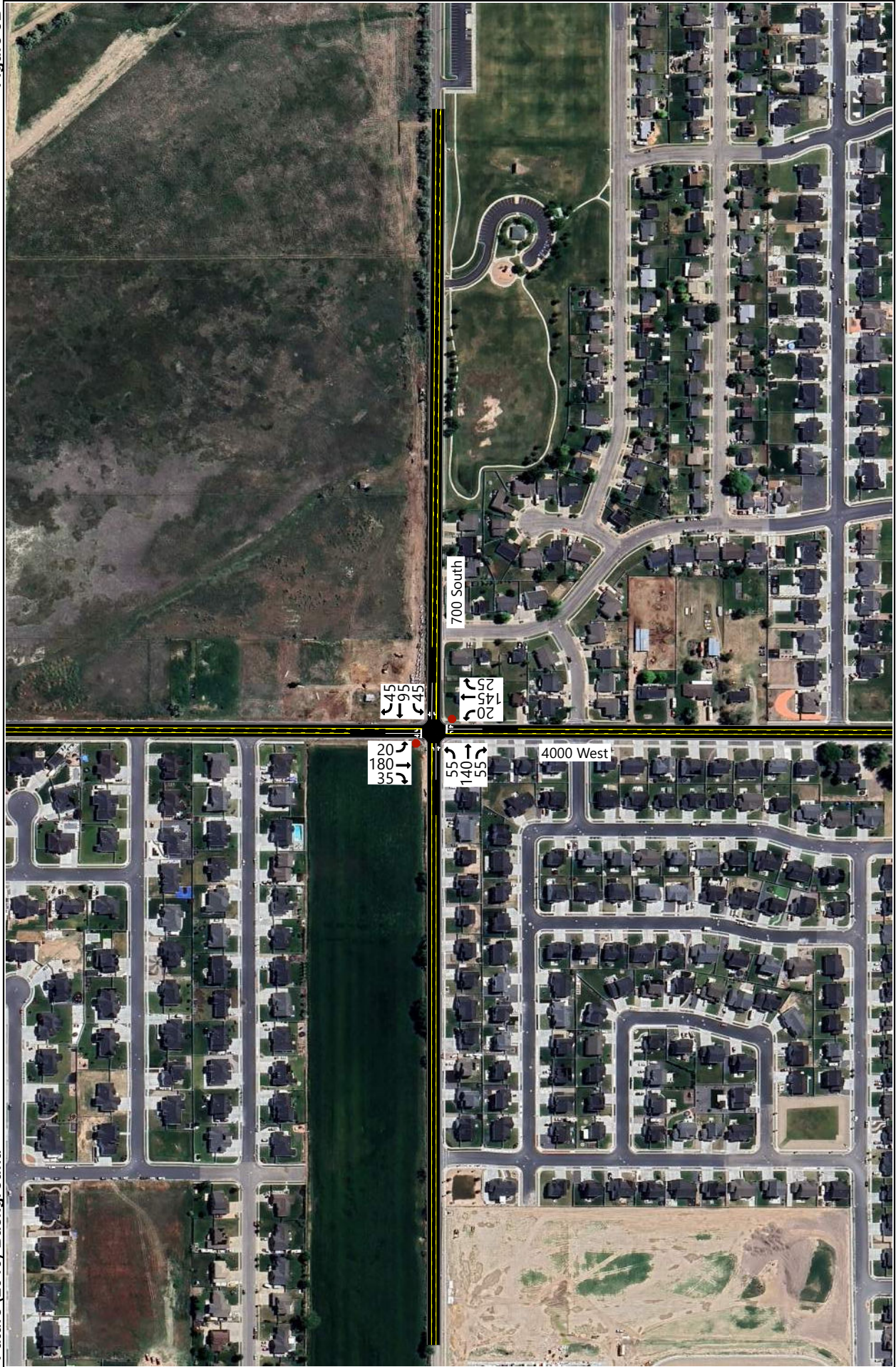
Hales Engineering determined that the 4000 West / 700 South intersection is anticipated to operate at acceptable levels of service during the morning, afternoon, and evening peak hours in future (2040) background conditions, as shown in Table 7. These results serve as a baseline condition for the impact analysis of the proposed development for future (2040) conditions.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning, afternoon, and evening peak hour are summarized as follows:

- 4000 West / 700 South:
 - Northbound: 125 feet (morning and afternoon)
 - Southbound: 150 feet (afternoon)
 - Eastbound: 50 feet (afternoon) left turn
 - Westbound: 50 feet (afternoon) left turn





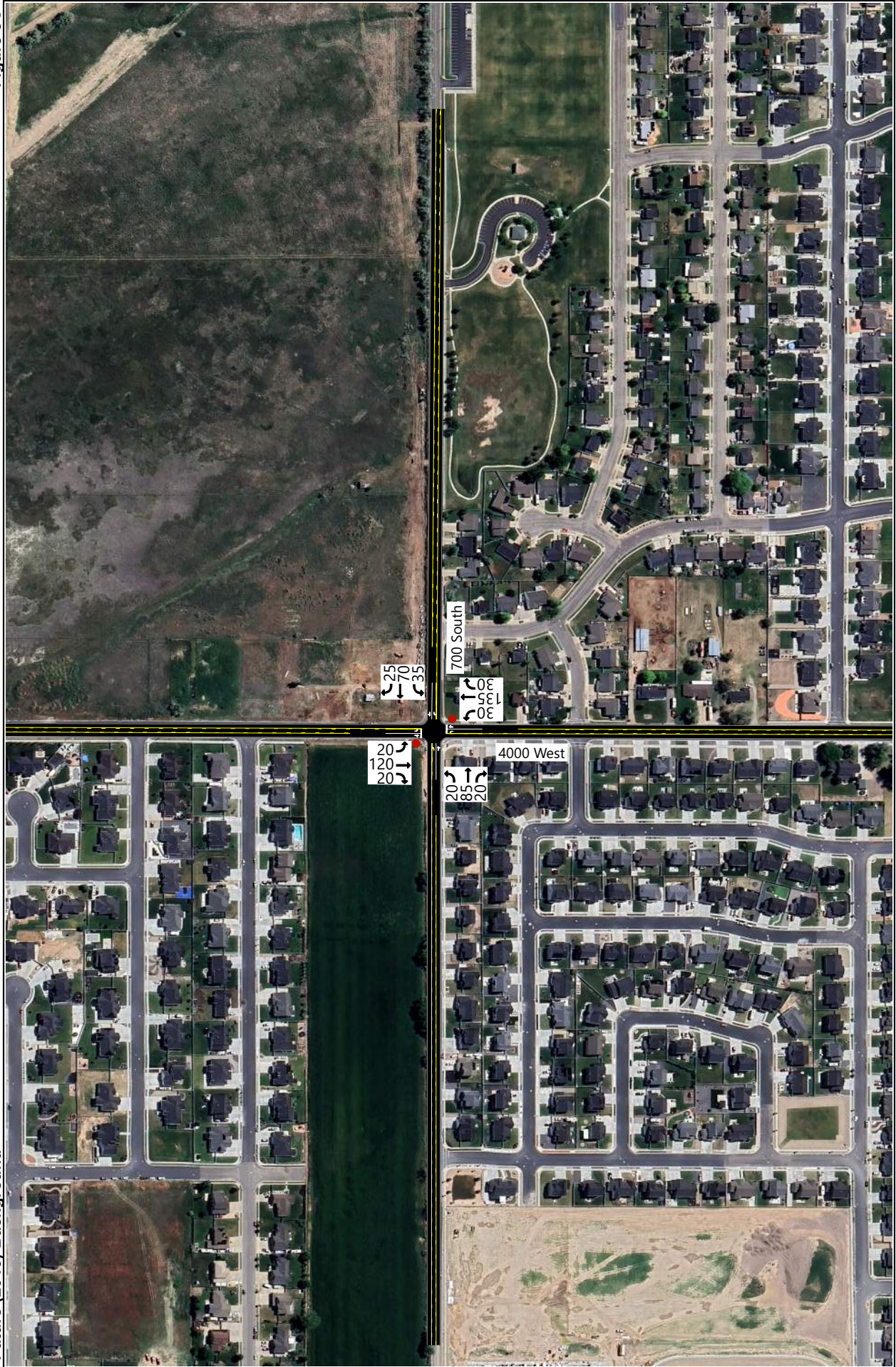


Table 7: Future (2040) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	NB/SB Stop	b (11.5) / NBT	b (12.8) / SBT	a (8.0) / NBT
1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. 2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections. Source: Hales Engineering, May 2026				

V. FUTURE (2040) BUILD CONDITIONS

A. Purpose

The purpose of the future (2040) build analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Project Description

At the 4000 West / 700 South intersection, Hales Engineering performed analyses of the intersection with different traffic control devices, including an AWSC and a roundabout. A traffic signal was considered; however, future (2040) projected traffic volumes did not meet the peak hour traffic signal warrant. A two-way left-turn lane was included in all of these scenarios based on the project plans for the corridor. Peak hour traffic volumes are the same as they are in no-build conditions. Figures of each build scenario can be found in Chapter III.

C. All-Way-Stop Analysis

Hales Engineering determined that the 4000 West / 700 South intersection is anticipated to operate at acceptable levels of service during the morning, afternoon, and evening peak hours with all-way stop-control at the 4000 West / 700 South intersection, as shown in Table 8.

Table 8: Future (2040) All-Way-Stop Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	AWSC	A (7.4)	A (8.0)	A (6.2)
¹ Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. ² Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.				
Source: Hales Engineering, May 2026				

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning, afternoon, and evening peak hours.

- 4000 West / 700 South:
 - Northbound: 100 feet (morning and afternoon)
 - Southbound: 100 feet (afternoon)
 - Eastbound: 100 feet (morning and afternoon)
 - Westbound: 75 feet (morning, afternoon, evening)

D. Roundabout

Hales Engineering determined that the 4000 West / 700 South intersection is anticipated to operate at acceptable levels of service during the morning, afternoon, and evening peak hours with a roundabout at the 4000 West / 700 South intersection, as shown in Table 9.

Table 9: Future (2040) Roundabout Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹		
Description	Control	Morning Peak	Afternoon Peak	Evening Peak
4000 West / 700 South	Roundabout	A (4.2)	A (4.3)	A (3.5)
¹ Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc. ² Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.				
Source: Hales Engineering, May 2026				

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning, afternoon, and evening peak hours.

- 4000 West / 700 South:
 - Northbound: 75 feet (morning and afternoon)
 - Southbound: 75 feet (afternoon)
 - Eastbound: 75 feet (morning and afternoon)
 - Westbound: 75 feet (morning and afternoon)

E. Analysis of Results

Based on the results of the analysis for future (2040) conditions, each alternative has advantages and disadvantages. All-way stop control is anticipated to operate at acceptable levels of service with no significant queuing. The all-way stop control would also likely be the lowest-cost option and could be implemented with minimal impacts to nearby driveways and adjacent intersections. A roundabout is also anticipated to operate efficiently; however, it would require a substantially larger footprint, would likely be more costly, and could significantly affect nearby residential accesses. The vehicular volume warrants for a traffic signal are not anticipated to be met, even after developments are constructed in the area. Furthermore, it is important to note that the existing 4000 West/700 South intersection configuration, with stop control on the northbound and southbound approaches, is anticipated to operate at acceptable levels of service under future (2040) scenarios, although longer northbound and southbound queues are expected compared to the all-way stop control and roundabout alternatives.

CITY COUNCIL STAFF REPORT



Subject: 4000 W Storm Drain Pipe – Trail Addition
Author: Boyd Davis
Department: Engineering
Date: July 7, 2026

Background

The City Council recently approved a contract for the construction of the 4000 West Storm Drain that runs from 1500 N to the Clinton Drain. The project is currently under construction and is progressing well. UDOT and Davis County recently asked that the City consider installing a walking trail along the storm drain corridor as an addition to the project. In fact, Davis County, who proposed the idea, is willing to pay for the entire cost of the trail. Staff would like to discuss the proposal with City Council before proceeding.

Analysis

The proposed storm drain pipe will run through open fields near 4000 W from 1500 N to the Clinton Drain, which is owned by Davis County. There is an existing walking trail along the Clinton Drain running east/west and connects to other trails in Clinton City. This will also connect to the future trail that UDOT will build as part of the West Davis Highway Project. When this is all complete it will create a 2.5 mile loop with connections to other trails as well. On the map below, the blue lines indicate existing trails, the green lines indicate the proposed trail, and the pink lines indicate the future UDOT/City trails.

It is estimated that the project will cost \$279,000, that will be covered by the County. They are asking that we have our contractor do the work as a change order to the current project. Our contractor, Thurgood Excavating, is willing to do the work for the price stated above.

The City will be responsible for the maintenance of the trail, but the city is already responsible for the storm drain corridor. UDOT is donating the property to the City at no cost. This will also provide a convenient access to the storm drain pipe for maintenance.

Recommendation

No action is needed at this time, but Staff is in favor of the trail. If the Council is in favor of the trail we will bring the change order back to the City Council for approval at a future meeting.

Significant Impacts

None

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: 1800 N 4500 W Intersection Project
Author: Boyd Davis
Department: Engineering
Date: July 7, 2026

Background

West Point City received a federal grant for the reconstruction and alignment of the intersection at 1800 N 4500 W. The Council recently approved an agreement with UDOT to officially accept the grant funds. We are now ready to begin the design work on the project, but before we begin the city must approve a contract with the design engineering firm. Consor Engineering has been selected to do the design work.

Analysis

The agreement that is being considered for approval tonight is a contract with Consor Engineering, which is the same engineering firm that completed the environmental review and preliminary plan for this project. UDOT rules allow the direct selection of an engineering firm if they are on the UDOT pool and the cost of the project does not exceed a certain dollar amount. Consor meets the qualifications and already has knowledge of the project, which makes them the best choice to complete the design. It should also be noted that this contract is for the north leg of the project. The other three legs will be managed and paid for by UDOT.

The contract states that the consultant will be paid a maximum of **\$207,832** for the design services. The scope of work is split into the following task:

1. Kickoff Meeting
2. Develop Base Mapping/Existing Surface
3. Identify Existing Right-of-Way
4. Assess Drainage Needs & Scope
5. Develop Project Design Certification
6. Develop Initial Drainage Design
7. Model Initial Roadway Design
8. Prepare/Compile Geometry Review Package
9. Geometry Review Meeting
10. Complete Drainage Design
11. Complete Roadway Design
12. Complete Signing and Striping Design
13. Identify Potential Utility Conflicts
14. Initial Design Utility Coordination
15. Identify Utility Depth
16. Complete Utility Design
17. Prepare/Compile Plan-in-Hand Review Package
18. Plan-in Hand Review Meeting
19. Identify Right-of-Way Needs
20. Develop Right-of-Way Plans and Documents
21. Revise/Implement Public Involvement Plan
22. Complete Drainage Plan Sheets & Documents
23. Complete Roadway Plans & Documents
24. Complete Signing and Striping Plans & Documents
25. Final Design Utility Coordination
26. Complete Utility Plans & Documents
27. Prepare/Compile PS&E Package
28. Plans/Specifications & Estimate (PS&E) Review Meeting

29. Prepare Stormwater Pollution Prevention Plan for Construction
30. Comment Resolution Review Meeting
31. Incorporate PS&E Review Comments
32. Assemble Advertising Package

The contract also includes the following schedule showing that the project will be bid out in March 2027.

Project: 1800 North & 4500 West Intersection Client: UDOT/West Point													
Task	Activity	2026								2027			
		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Task 1	Kickoff Phase												
Task 2	Geometry Phase												
Task 3	Plan-In-Hand Phase												
Task 4	PS&E Phase												
Task 5	Advertising Phase												
	ROW												
Task 6	Project Management												

Recommendation

Staff recommends approval of the contract by resolution.

Significant Impacts

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

Attachments

Resolution
Contract

RESOLUTION NO. 07-07-2026A

**A RESOLUTION APPROVING A CONTRACT BETWEEN
CONSOR NORTH AMERICA, INC. AND WEST POINT CITY
FOR THE 1800 N 4500 W INTERSECTION PROJECT**

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, West Point is required to manage the project and hire an engineering firm to design the project; and

WHEREAS, a contract between Consor North America, Inc. and West Point City 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 Contract, which is attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 7th day of July, 2026

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2025-2026 LG POOL (SMALL PURCHASE)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-0037(23)4
PIN Description: 1800 North & 4500 West Intersection
FINET Prog No.: 5634615D
PIN No.: 21237
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between [West Point City](#), referred to as LOCAL AUTHORITY and

[Conzor North America Inc.](#)
[P.O. Box 739710](#)
[Dallas, TX 75373](#)

Legal Status of Consultant: C Corporation
Fed ID No.: 93-0768555

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **WORK DISCIPLINE:** The CONSULTANT is professionally qualified in [Preconstruction Engineering](#) services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end [March 31, 2027](#), and the Contract will terminate [March 31, 2028](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of [\\$207,832.88](#) for costs authorized by this contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A – Certification of Consultant and Local Authority
Attachment B – Standard Terms and Conditions
Attachment C – Services Provided by the Consultant
Attachment D – Fees

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - [Conzor North America Inc.](#)

LOCAL AUTHORITY - [West Point City](#)

By: *Mason Bouck* 06/12/2026
Title: Principal Date
Printed Name: Mason Bouck

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: *CAH* 06/10/2026
Title: [Director of Preconstruction](#) Date

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Conсор North America Inc.](#) and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Payment of my fees under this contract may involve Federal-aid Funds. Therefore, my work under this contract is subject to applicable State and Federal laws, both criminal and civil.

Each person signing this Contract represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that CONSULTANT is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [West Point City](#) and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**LOCAL GOVERNMENT
CONSULTANT SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.
2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

As to any drawings, plans, specifications, or other documents or materials provided or prepared by the CONSULTANT or its sub-consultants, the CONSULTANT agrees to comply with all applicable laws, statutes, administrative rules, federal regulations, building codes, and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect.

All professional design services and associated products or instruments of those services provided by the CONSULTANT will comply with all applicable codes, laws, administrative rules, and regulations of any state or federal governmental entity, including, but not limited to, the United States Department of Transportation with the LOCAL AUTHORITY and the DEPARTMENT serving as the interpreter of the intent and meaning of any other applicable code or rule.

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal must also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.
5. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-7. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract other than its fees.

6. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way on this contract the services of any present or former DEPARTMENT employee who was involved as a decision-maker in the selection or approval processes or who negotiated or approved billings or contract modification for this contract.
7. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT must be an independent contractor, and as such, may not have authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY may not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT for its services herein will be the total compensation payable hereunder by the LOCAL AUTHORITY.
8. **INDEMNITY - LIABILITY:**
- (a) The CONSULTANT must hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including reasonable attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.
 - (b) The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with the Standard of Care.
 - (c) No party to this contract shall be liable to any other party, or to any third party claiming through such other party, for any special, incidental, indirect, punitive, liquidated, delay, or consequential damages of any kind—including, but not limited to, lost profits or loss of use of property, facilities, or resources—arising out of this contract or the goods or services furnished hereunder. The foregoing sentence addresses types of indirect damages only, and CONSULTANT shall not claim that it applies to any direct damages. Under subsection 8(a), CONSULTANT is liable to the DEPARTMENT for direct damages, which include but are not limited to charges that the DEPARTMENT must pay to a contractor because of the CONSULTANT's negligent acts, errors, omissions, or willful misconduct (such as, for example, amounts that the DEPARTMENT must pay to a contractor to reorder materials and reperform work, and charges that the DEPARTMENT must pay to a contractor for delays that the CONSULTANT causes in the contractor's work). *(Provision revised 12/23/2025.)*
9. **SEVERABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and will not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT must furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance for each type of insurance required, before the CONSULTANT begins work under this contract.

The CONSULTANT is responsible for ensuring there is no gap in insurance coverage during the term of this Contract, and must demonstrate compliance in their annual Financial Screening Application. The CONSULTANT is solely responsible for any consequences of gaps in insurance coverage, and for improper submission of any Certificate of Insurance.

In the event any work is subcontracted, the CONSULTANT is responsible for determining whether to require its subconsultants to maintain the same minimum coverages as the prime, or to assume the risk for subconsultant services under its own policies.

Any insurance coverage required herein written on a “claims made” form rather than an “occurrence” form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT and for a period of at least three (3) years following the end of the term of the contract or contain a comparable “extended discovery” clause (on construction phase contracts or modifications for construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

The following policies of insurance will be issued by insurance companies licensed to do business in the State of Utah and must: be either currently rated “A” or better by A.M. Best Company and have an A.M. Best Company financial size category rating of not less than VIII; or, listed in the United States Treasury Department’s current Listing of Approved (Department Circular 570), as amended.

Standard Required Insurance Policies

- (a) *Commercial General Liability:* The CONSULTANT will secure and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (b) *Commercial Automobile Liability:* The CONSULTANT will secure and maintain commercial automobile insurance that provides coverage for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, and \$250,000 Property Damage.
- (c) *Worker’s Compensation and/or Employer’s Liability:* The CONSULTANT will secure and maintain worker’s compensation and employer’s liability insurance sufficient to cover all of the CONSULTANT’s employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. If covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (d) *Professional Liability:* The CONSULTANT will secure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Non-standard Insurance Policies

- (e) *Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media):* Valuable papers and records coverage and/or electronic data processing (data and media) coverage for the physical loss or destruction of the work product including drawings, plans, specifications, and electronic data and media. Such insurance must be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (f) *Watercraft/Protection & Indemnity (P&I) and Aircraft Liability:* If the CONSULTANT will use its own watercraft/aircraft or employs watercraft/aircraft in connection with the services provided in this contract, watercraft/aircraft liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate is required.
- (g) *Unmanned Aerial Systems (UAS) Liability:* If the CONSULTANT will use UAS (e.g. drones) with the services provided in this contract, UAS liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate is required.
- (h) *High Risk Blasting Liability:* If the CONSULTANT will perform high risk blasting as part of the services provided in this contract, high risk blasting insurance equal to 75% of the Engineer’s Construction Estimate, and with limits not less than \$5,000,000 is required.
- (i) *Data Integrity Liability:* If the CONSULTANT has access to or has on its own computer system any sensitive personal or financial information regarding DEPARTMENT employees or any party

doing business with the DEPARTMENT, data integrity insurance with a limit of not less than \$3,000,000 is required. Data Integrity insurance specifically covers privacy liability and network security liability for any personal information stolen from any computer or network and used against that individual in any way.

All required certificates and policies will provide that coverage thereunder will not be canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT in a manner approved by the Assistant Attorney General for the DEPARTMENT, either by the insurance carrier or the named insured.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

Policies referred to in 10(a), 10(b), 10(f), 10(g), and 10(i) above must have endorsements which include language for Additional Insureds stating that the policies are amended to include an organization whom the CONSULTANT has agreed to add as an Additional Insured by contract, and must state the coverage is afforded on a primary and noncontributory basis.

Policies referred to in 10(a) and 10(b) limits can be covered either with the insurance policy alone, or a combination of the insurance policy and an umbrella insurance policy.

All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager. (*Provision revised 6/11/2025.*)

- 11. QUALIFIED HEALTH COVERAGE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of \$2,000,000 or more, or the contract and modifications are anticipated in good faith to exceed \$2,000,000, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$1,000,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$1,000,000; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
- (b) Employee, for purposes of these requirements, must be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT must demonstrate its compliance with this part and Utah Code § 72-6-107.5 at the time this contract is executed, and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants must be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

12. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT must prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by agencies of the U.S. Department of Transportation.
- (b) Any one of the three parties may request a progress meeting; to be held at the office of any, or at a place designated by the DEPARTMENT. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. The meetings must also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

- (c) The CONSULTANT will be required to perform such additional work as may be necessary to correct the failure to meet the Standard of Care caused by the CONSULTANT'S breach of its Standard of Care in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to modify the contract in writing.
- (e) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
- (f) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation within two (2) business days. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
- (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.

13. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the agencies of the U.S. Department of Transportation will have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
14. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin²⁹ U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by the provisions of Title 42 U.S.C Chapter 21F. Prohibiting Employment Discrimination on the Basis of Genetic Information.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 C.F.R. 21 through Appendix C (2022) and 23 C.F.R. 710.405(b) (2022) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway or transit funds. The CONSULTANT further agrees to furnish documentation to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT must comply with the Americans with Disabilities Act (ADA).

The CONSULTANT must not discriminate in the performance of this contract on the basis of race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability, sexual orientation, or gender identity. The CONSULTANT must carry out applicable requirements of 49 C.F.R. Part 26 (2022) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees to abide by **41 CFR 60-1.4(a) (1 – 8) Equal opportunity clause (the**

“EEO clause”), which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute DEPARTMENT.

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);
- 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.). *(Provision revised 6/11/2025.)*

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS: By signing this contract, the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 15(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

The CONSULTANT must include this Certification Regarding Debarment, Suspension and Other Responsibility Matters requirement in its contracts with subconsultants.

16. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
17. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which the DEPARTMENT relied when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract it will require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients must certify and disclose accordingly.

18. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.
19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.

- 20. CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.
- 21. OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the LOCAL AUTHORITY and disclosed or supplied to the CONSULTANT while performing the services under this Contract will belong exclusively to the LOCAL AUTHORITY ("the LOCAL AUTHORITY'S Work"). All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of CONSULTANT, whether developed by CONSULTANT before or in the course of providing the services ("the CONSULTANT'S Work"), will belong exclusively to the CONSULTANT, provided that such intellectual property rights of the CONSULTANT will not extend to any portion of the LOCAL AUTHORITY'S Work which is incorporated into the CONSULTANT'S Work. The LOCAL AUTHORITY will retain ownership of any information specific to its employees or operations contained in the CONSULTANT'S Work, any LOCAL AUTHORITY confidential information that is incorporated into the CONSULTANT'S Work, and any conclusions or recommendations therein that are specific to the LOCAL AUTHORITY and not of general utility. Except as otherwise provided in this Section, all Deliverables produced by the CONSULTANT and covered by this Contract will be owned by the LOCAL AUTHORITY. To the extent that any of the CONSULTANT'S intellectual property is embedded in Deliverables provided to the LOCAL AUTHORITY under this Contract, the CONSULTANT hereby grants to LOCAL AUTHORITY a non-exclusive, irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes to the extent necessary to permit the LOCAL AUTHORITY to utilize the CONSULTANT'S Work under this Contract. At the CONSULTANT's request, the LOCAL AUTHORITY will incorporate any proprietary notice the CONSULTANT may reasonably include for any intellectual property contained in a Deliverable in all copies the LOCAL AUTHORITY makes of that Deliverable. If the CONSULTANT incorporates into the CONSULTANT'S Work any information to which the CONSULTANT'S obligations of confidentiality under this Contract apply, the incorporated information will remain subject to such obligations of confidentiality.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 C.F.R. 401.14, except for Section 401.14(g). The LOCAL AUTHORITY will be entitled to the same rights granted to the Federal Government under 37 C.F.R. 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY will be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions will be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation must also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Contract" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any Deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership under this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks must be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions must be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information.

- 22. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT will be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.
- 23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT:** During the entire term of this contract the CONSULTANT must not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the Deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT must first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. Unless waived by the LOCAL AUTHORITY and the DEPARTMENT, the LOCAL AUTHORITY and the DEPARTMENT will have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY's or the DEPARTMENT's application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY's or the DEPARTMENT's written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT will be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT will have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables will be grounds for termination of this contract. Student reports, theses, and dissertations, published internally by the CONSULTANT will not be subject to these delay provisions.

If this contract is terminated by the LOCAL AUTHORITY or the DEPARTMENT, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information must not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

The restrictions and procedures described in this provision will apply to the release of any information or documents to the media. The CONSULTANT must inform the UDOT point of contact of all media inquiries.

- 24. PUBLIC INFORMATION:** CONSULTANT agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). CONSULTANT gives the DEPARTMENT, the LOCAL AUTHORITY, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, under section 63G-2-309 and expressly approved by DEPARTMENT, CONSULTANT also agrees that the CONSULTANT'S solicitation responses will be public records, and copies may be given to the public as permitted under GRAMA. The DEPARTMENT, the LOCAL AUTHORITY and the State of Utah are not obligated to inform CONSULTANT of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication must be addressed in accordance with the GRAMA, Utah Code Title 63G, Chapter 2.

CONSULTANT agrees to cooperate and assist the LOCAL AUTHORITY and the DEPARTMENT to respond to requests it receives pursuant to the GRAMA by searching for and producing records belonging to LOCAL AUTHORITY or the DEPARTMENT in a timely manner and consistent with the requirements of the GRAMA.

- 25. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT will be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with CONSULTANT's execution of its work in this contract. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this contract, whether owned by the CONSULTANT before entering into this contract or not, such use must be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When the LOCAL AUTHORITY or DEPARTMENT provides such authorization, the CONSULTANT will secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT, at the LOCAL AUTHORITY's or DEPARTMENT's expense. An original executed copy of the right-to-use agreement will be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT before commencing use of these item(s). The CONSULTANT will be responsible for paying all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT must indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of DEPARTMENT's or LOCAL AUTHORITY's direct, non-willful patent, copyright or trademark infringement, or for directly-resulting costs, expenses, penalties and damages that may be obligated by reason of a direct, non-willful infringement by DEPARTMENT or LOCAL AUTHORITY resulting from the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation must be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.
- 26. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and must not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will clearly identify those items as confidential at the time they

are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations will not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt and was not acquired by CONSULTANT directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was or is later received by the CONSULTANT from a third party other than an agency of the State of Utah, which did not require the CONSULTANT to hold such information in confidence.

- 27. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT must not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs will be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract will be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must be in writing and include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount with its own staff. (*Provision revised 2/15/2023.*)

- 28. PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.
- 29. DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT must notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
- 30. CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances to the extent such delays or hindrances were caused by CONSULTANT. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT will not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.
- 31. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
- 32. CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, will not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

33. TERMINATION: This contract may be terminated as follows:

- (a) By mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 53, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and must specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the contract will be terminated at the end of such time.
- (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the contract is to be terminated.
- (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the contract.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.
- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination must be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 33(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the

CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract.
35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.
36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
37. **CONSTRUCTION INSPECTION AND MATERIALS TESTING:** The CONSULTANT will utilize MasterWorks Construction and MasterWorks Materials for performing all construction inspection and materials testing. Additionally, the CONSULTANT will employ MasterWorks Construction and MasterWorks Materials for all construction-related documentation. *(Provision revised 2/5/2025.)*
38. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Survey and Geomatics Standard Manual" Guide.

- (d) Plotting: For the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for project milestones and advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin or dgnlib format), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's document management system in the established project directory structure. All documents must be attributed correctly in the system at the time of delivery. All files must have the references and links re-established when delivered into the content management system using the Scan References and Link Sets tool.
- (g) Digital Delivery: Projects designated as Digital Delivery will have varying file format delivery requirements. Digital Delivery is an evolving technology and file formats may change based on the DEPARTMENT's stage of Digital Delivery development. Unless the Project Manager scopes the project differently, files will be attributed and delivered as Legal with a .dgn extension including the reference files. In addition, .alg, .icm, iModels, .dtm and other file formats will be delivered as For Information Only (FIO). The DEPARTMENT Project Manager will determine if plan sets are required on the project (as FIO) or if a traditional plan set will be required, see the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

The CONSULTANT will be responsible for the accuracy of any translated data.

39. REQUIREMENTS FOR COMPUTER ELEMENTS:

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract must achieve the specific objectives specified in the work plan. These elements must be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

Computer software and applications created and/or enhanced under this contract will include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation must include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms must be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms may only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 40. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 41. **CORONAVIRUS PANDEMIC RECOVERY:** This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract) received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or

other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a “PPP Loan”); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an “Impacted Rate”). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT’s (or subconsultant’s) “Recovery Period,” which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT’s (or the subconsultant’s) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT’s (or the subconsultant’s) Impacted Rate.

This Contract is written to include the CONSULTANT’s “Unimpacted Rate” (which is the CONSULTANT’s accepted rate without the PPP Loan credit). The CONSULTANT has also included subconsultant costs on that basis. But notwithstanding those or any other provisions of this Contract to the contrary, the CONSULTANT agrees as follows: (i) During the CONSULTANT’s Recovery Period, each of its invoices will provide to the DEPARTMENT a “Recovery Credit,” which is an amount that is equal to the difference between the CONSULTANT’s overhead and fixed fee calculated at the Unimpacted Rate, and the CONSULTANT’s overhead and fixed fee calculated at the Impacted Rate. The CONSULTANT will show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the template and calculation as part of its support documentation for each invoice. (ii) During a subconsultant’s Recovery Period, the CONSULTANT’s costs charged for a subconsultant will include the Recovery Credit for that subconsultant. The CONSULTANT will require the subconsultant to show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the subconsultant’s template and calculation as part of the CONSULTANT’s support documentation for each invoice.

When the CONSULTANT or any subconsultant reaches the end of its Recovery Period, the CONSULTANT must submit a notification to the DEPARTMENT Project Manager stating the date that is claimed for when recovery was complete (“Recovery Date”). If the Recovery Date claimed by the CONSULTANT or the subconsultant is less than 365 days after the date when the DEPARTMENT approved the CONSULTANT’s or subconsultant’s Impacted Rate, then the notification must also include documentation that demonstrates full recovery (subject to the DEPARTMENT’s verification). When submitting invoices to the DEPARTMENT, the CONSULTANT will not include Recovery Credits for itself or any subconsultants once the CONSULTANT or a subconsultant has reached its Recovery Date.

If upon review the DEPARTMENT is unable to verify that the CONSULTANT’s (or a subconsultant’s) required PPP Loan recovery was met on the Recovery Date claimed by the CONSULTANT (or a subconsultant), the DEPARTMENT will require, and the CONSULTANT agrees to pay, the amount of any Recovery Credit that should have been credited to the DEPARTMENT under the requirements of this section. The CONSULTANT further agrees that the DEPARTMENT can take such payment from any amount that the DEPARTMENT owes to the CONSULTANT.

The CONSULTANT agrees that the amounts which are, or should be, credited to the DEPARTMENT as part of the CONSULTANT’s (or a subconsultant’s) Recovery Credit will be deducted from the Contract’s maximum-not-to-exceed amount at the time of Contract closure and are not eligible for payment to the CONSULTANT.

The PPP Loan recovery requirements are a federal obligation that is required at every Contract level. The CONSULTANT must pass down applicable requirements to its subconsultants. (*Provision revised 2/15/2023.*)

42. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference.
43. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT

understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1) and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.

44. WORK ACCEPTANCE:

- (a) Subject to the Standard of Care, work performed under this contract must be performed in accordance with applicable Standards, Specifications, Manuals, Guides, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. Work must be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance (QC/QA) plan and checklist. For design projects specifically, the CONSULTANT must provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan must be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules.

45. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT may be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT must accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

46. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:

To ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, re-splicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

47. **NO THIRD-PARTY BENEFICIARIES:** The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.
48. **COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

The CONSULTANT is required to obtain the DEPARTMENT Communications Office written approval prior to sending a press release or using the DEPARTMENT's name.

49. **COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63A-16-101 through 63A-16-903.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63A-16-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

50. **CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.
51. **USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
52. **ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.
53. **DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.

- (b) Prompt Consideration: The LOCAL AUTHORITY and the DEPARTMENT will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) Documents: The DEPARTMENT will furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

54. FORCE MAJEURE: Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

CITY COUNCIL STAFF REPORT



Subject: 3500 W Sidewalk / Crosswalk
Author: Boyd Davis
Department: Engineering
Date: July 7, 2026

Background

At the May 19th City Council meeting, a decision was made to move forward with the sidewalk project on 3500 W from 800 N to Loy Blake Park. It was also decided to build the sidewalk on the west side of the road to avoid the need for pedestrians to cross the road twice. In addition to the sidewalk, a new school crosswalk and reduced speed zone will be installed on 800 N to safely cross students. An adult crossing guard will be hired and assigned to this location.

Staff has collected quotes from contractors that are interested in doing the work and it is now time for the Council to approve a contract and for the work to begin.

Analysis

The purchasing policy requires that any purchase over \$30,000 be approved by the City Council and that a minimum of three quotes be received. The quotes received are over that amount and must be approved. We received the following quotes:

<u>Craythorne Inc. -</u>	<u>\$36,603.83</u>
<u>Yarbrough Construction-</u>	<u>\$47,309.50</u>
<u>Wasatch Ridge Construction-</u>	<u>\$49,141.00</u>
<u>Marsh Construction-</u>	<u>\$33,804.00</u>
<u>R.L. Shaw-</u>	<u>\$31,195.00</u>

We are familiar with all of these contractors and would feel comfortable working with any one of them. R.L. Shaw recently completed the 4500 West Sidewalk project and did a great job. They are available to begin the work within the next few weeks and have indicated that they will be done before school begins.

Recommendation

Staff recommends approval of a contract with R.L. Shaw for the construction of the 3500 West Sidewalk Project.

Significant Impacts

\$31,195.00 will be spent from the Local Option Transportation funds.

Attachments

None

CITY COUNCIL STAFF REPORT



Subject: Chip Seal Surface Treatment – Bid Award
Author: Kenny England
Department: Public Works
Date: July 7, 2026

Background

As part of our regular road maintenance, we plan to chip seal several streets each year per our Road Maintenance Program. 2 years ago the Council approved a three-year contract with Staker Parsons to do the chip seal work. This will be the third year of the contract.

Analysis

The three-year contract ties price increases in the subsequent years to the UDOT binder index, which tracks average prices of the oils used in the chip seal binder. This is intended to prevent the contractor from increasing prices to an unreasonable amount. However, the price per square yard is as follows:

Year	Unit Price	Total
2024	\$3.32 per SY	\$376,171.36
2025	\$3.08 per SY	\$248,828.60
2026	\$3.23 per SY	\$295,336.76

Although the contract was already approved 2 years ago, the expense each year must be approved by the Council. This expenditure may occur in the current fiscal year or the next, depending on the schedule of the contractor. There is sufficient fund balance to cover the cost.

The attached map shows the streets that are planned to be chip sealed.

Recommendation

Staff recommends the Council approve the expenditure of \$295,336.76 with Staker Parsons for chip seal work.

Significant Impacts

None.

Attachments

Chip Seal Map
Quote



Staker Parson Materials & Construction A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

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ready mix concrete, asphalt, paving & construction services.*

To:	West Point City	Contact:	Boyd Davis
Address:	3200 West 300 North West Point, UT 84015	Phone:	(801) 776-0970
		Fax:	(801) 525-9150
Project Name:	West Point City 2026 Street Maintenance Project	Bid Number:	
Project Location:	Various Streets, West Point City, UT	Bid Date:	6/11/2026

JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).

IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	0001	Chip Seal - Type A Lightweight Chips	83,212.00	SY	\$3.23	\$268,774.76
	0002	Flush Coat A) 700 North HA5 Subtracted (13,312 SY)	69,900.00	SY	\$0.38	\$26,562.00

Total Bid Price: \$295,336.76

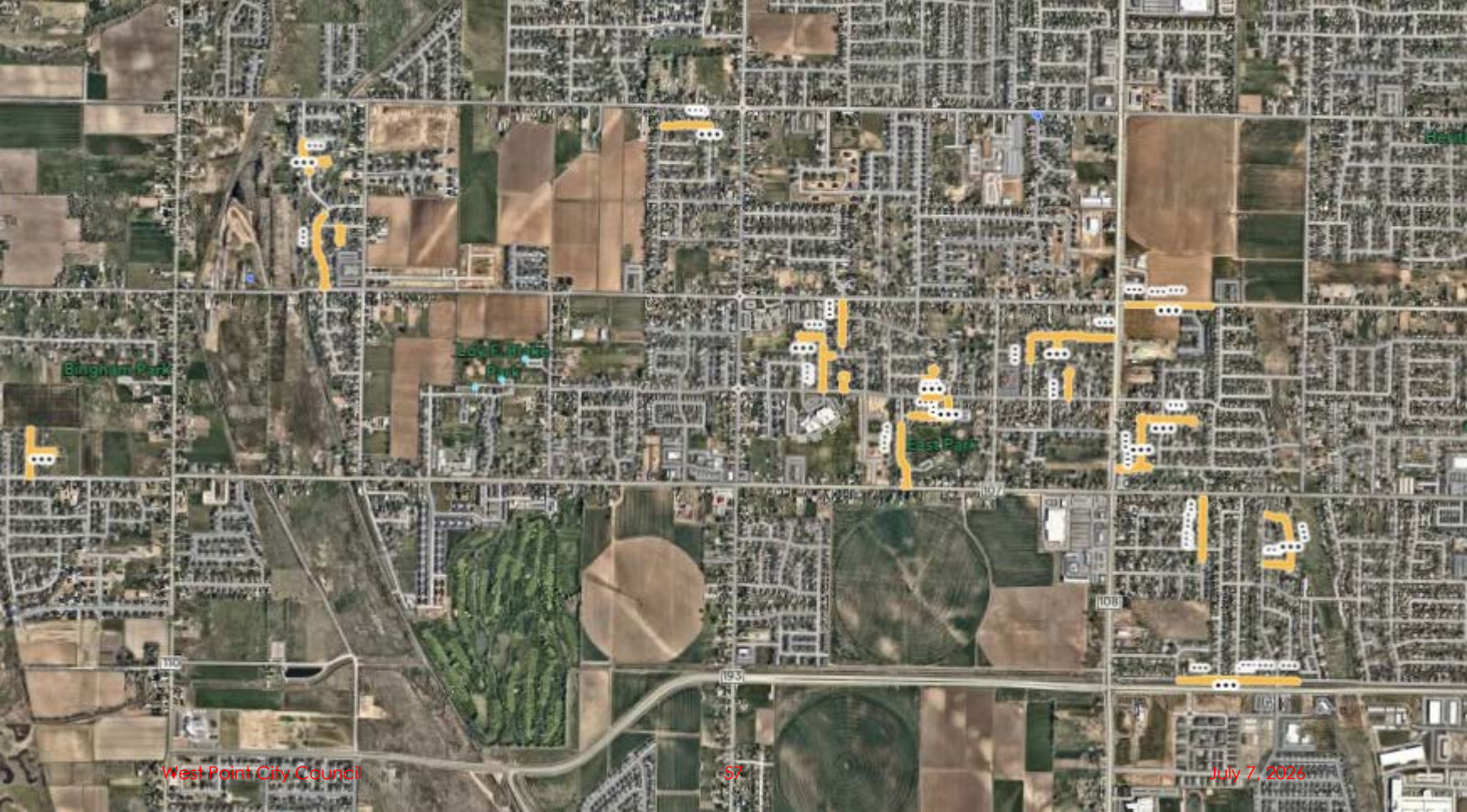
Notes:

- Includes Type "A" Utlite Chip With Flush Coat
- Staker Parson will honor the quoted unit pricing per SY - if additional streets are added or adjusted.**
- In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.
- Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Our price does not include furnishing additional material or the removal of excess material.
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$0.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Payment Terms:

Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: STAKER PARSON COMPANIES Authorized Signature: _____ Estimator: Nate Davis (801) 791-0380 nate.davis@stakerparson.com
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CITY COUNCIL STAFF REPORT



Subject: Nielsen Crossing – Phase 1 Warranty
Author: Boyd Davis
Department: Engineering
Date: July 7, 2026

Background

The Nielsen Crossing Subdivision is located at 2000 W Center Street. The developer has completed all the required improvements and is now asking that the subdivision be placed on a one-year warranty.

Analysis

The subdivision was inspected to ensure all the required improvements have been completed and are in good condition prior to beginning the warranty period. The subdivision will be placed on a one-year warranty as required by the State Code. The required guarantee amount will be retained in escrow for the duration of the warranty period.

Recommendation

It is recommended that the City Council place the Nielsen Crossing Subdivision Phase 1 on a one-year warranty.

Significant Impacts

None

Attachments

None



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL 2026 PLANNING & VISIONING SESSION MEETING MINUTES February 6 - 7th, 2026

Utah Local Governments Trust Building Meeting Room
55 S Highway 89 | North Salt Lake, UT | 84054

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

Minutes for the West Point City Council Planning & Visioning Session held February 6 & 7, 2026 with Mayor Brian Vincent presiding.
The meeting was held at the Utah Local Governments Trust Building located at 55 S Highway 89, North Salt Lake, Utah.
Open to the public to attend in-person.

FRIDAY, FEBRUARY 6TH, 2026

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Jeremy Strong

EXCUSED: Council Member Yarbrough

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

EXCUSED: None

VISITORS PRESENT: None.

1. WELCOME & CALL TO ORDER – Mayor Vincent

Mayor Vincent called the meeting to order at approximately 8:00 a.m. and welcomed Council and staff to the 2026 Planning & Visioning Session. He expressed his appreciation for the time commitment of attendees and emphasized the importance of the session as an opportunity for meaningful discussion, collaboration, and long-term planning for the City.

Mayor Vincent outlined the purpose and structure of the two-day session, noting that Staff will be presenting on department updates, current conditions, and upcoming needs, and the discussions will include considerations of visioning, needs, and priorities of the City for the year and beyond.

He emphasized that presentations were intended to be interactive discussions, encouraging Council Members to ask questions and seek clarification throughout the meeting.

• CITY FINANCES OVERVIEW – Ryan Harvey, Administrative Services Director

Mr. Harvey introduced his presentation as a shift from prior years, explaining that rather than focusing primarily on future needs, this year's emphasis was on helping Council understand the City's current financial position and structure, referring to the presentation as a "state of the city" overview. He noted that the City's financial statements can be difficult to interpret, even for those with financial backgrounds, and the goal of the presentation was to simplify and clarify how the City's finances function at a high level.

He reviewed the City's financial structure, explaining the difference between Governmental Funds such as the General Fund, Special Revenue Fund, Capital Projects Fund, Debt Service Fund, and CDRA Fund, and Enterprise Funds, which include utility funds like the Water Fund, Waste Fund, and Stormwater Fund.

Mr. Harvey walked the Council through historical financial trends, noting steady growth in the General Fund's net position over recent years, as illustrated in the presentation charts. He explained that this growth reflects strong fiscal management, conservative budgeting practices, and increased revenues tied to development and population growth. Similar upward trends were noted in the

Water Fund and other enterprise funds, though he emphasized that these funds must remain self-sustaining and are sensitive to infrastructure demands and capital costs.

The discussion then turned to fund balance levels and reserves, where Mr. Harvey explained the importance of maintaining adequate reserves for emergencies, economic downturns, and future capital needs. Council Members discussed what constitutes an appropriate reserve threshold and how those funds might be strategically used without compromising long-term stability.

Mr. Harvey then transitioned into current budget pressures and future financial considerations, including rising construction costs, inflationary impacts, and increasing service demands driven by growth. He explained that infrastructure projects—particularly related to utilities and transportation—represent some of the most significant future financial obligations.

The Council engaged in a robust discussion regarding funding strategies, including:

- The role of impact fees in supporting growth-related infrastructure,
- Potential adjustments to utility rates,
- The use of grants and intergovernmental funding,
- The possibility of debt financing for large-scale projects.

Council and Staff discussed the importance of ensuring that growth “pays its way” while also recognizing that some community-wide infrastructure investments may require broader funding participation.

The Council also discussed the potential of a “RAP” Tax (Recreation, Arts, & Parks) tax. This tax is a 0.1% sales tax on non-food items and requires voter approval both initially and then every ten years following to renew the tax. The estimated revenue would be between \$50,000 - \$100,000 annually. The discussion included timing considerations, future commercial growth, importance of clear public messaging and visible project outcomes, and potential uses such as parks, trails, and recreation amenities. The Council acknowledged the concept and agreed it should remain under consideration for future implementation.

Overall, the Council expressed support for continuing the City’s conservative financial approach while also acknowledging the need to strategically invest in infrastructure to support future growth. There was general consensus that financial planning should remain proactive rather than reactive, with an emphasis on long-term sustainability.

- **FUTURE STAFFING DISCUSSION – Kyle Laws, City Manager and Ryan Harvey, Administrative Services Director**

Mr. Harvey and Mr. Laws presented the following staff additions that will be proposed in the upcoming budget:

- Parks Maintenance Employee (to support new park and junior high facilities)
- Management Analyst Position
Shared resource across departments, intended to improve efficiency and reduce staff workload

The Council will discuss these additions in further detail as part of the budget process, but were in agreement with the importance of reducing staff workload and preventing burnout, and the benefits of cross-departmental support.

Mr. Laws then proposed a Summer Internship Position, to be effective for this summer. Ideally, the internship would target MPA students and could be a potential pathway to a full-time position. To move forward with this position at this time would require about a \$5,000 budget amendment to the current FY26 budget. The Council expressed support for the internship position, agreeing with the value of being able to test a candidate in a role as an intern before fully committing. Official consideration and action of the budget increase will be done in a future meeting.

- **COMMUNITY DEVELOPMENT UPDATE – Bryn MacDonald, Community Development Director**

Mrs. MacDonald provided a comprehensive update on planning and development activities within the City, which prompted extensive Council discussion.

Mrs. MacDonald reviewed current development trends, including residential growth patterns, zoning considerations, and the impact of recent code updates. She explained how the City’s updated zoning framework, particularly the redefined medium-density categories, has influenced project proposals and density expectations. Discussion included how development agreements are being used alongside rezones to ensure that projects align with the City’s long-term vision and infrastructure capacity.

She highlighted that the recent multi-family permit activity is largely attributable to the Saltgrass development, which accounts for approximately 30 units currently under construction, but that single-family housing remains the dominant form of development. She explained that while multi-family projects may feel more impactful, they are still a relatively controlled portion of total development activity.

A substantial discussion followed regarding the perception of growth in the community. Council members noted that there is a strong public perception that the City is experiencing rapid or excessive growth. However, the data presented suggests that actual permit numbers do not fully align with that perception – the data shows a more moderate level of activity. All agreed on the importance of understanding actual numbers versus anecdotal impressions

The Council also discussed varying land use challenges, including transitions between residential densities, buffering between uses, and the importance of maintaining neighborhood character while accommodating growth. Particular attention was given to areas near major corridors and the West Davis Highway, where future development pressure is expected to increase. She explained that these areas are likely to experience increased interest in both residential and commercial development, requiring careful planning to ensure appropriate land use patterns and infrastructure capacity.

The Council discussed the importance of being intentional about how these areas develop, including:

- Identifying appropriate locations for higher density,
- Ensuring adequate transportation infrastructure,
- Balancing economic development opportunities with community expectations.

A significant portion of the discussion focused on the need for a range of housing options, including:

- Starter homes at attainable price points
- Mid-range family homes
- Smaller or patio-style homes for aging residents

The discussion also touched on neighborhood design and community character. Council Members noted that older neighborhoods within the City often feature a mix of home sizes and styles, which contributes to their appeal, whereas newer developments tend to be more uniform. There was interest expressed in encouraging developments that incorporate open space, variety, and long-term livability. It was agreed that while this type of housing mix is desirable for long-term community stability, it is increasingly difficult to achieve under current market conditions and state regulations. Recent changes in state law have impacted the City's ability to regulate certain aspects of development, including limitations on design standards and housing product types. The Council discussed the role of development agreements as one of the remaining tools available to influence project outcomes. However, Staff noted that such agreements often require negotiation and concessions, as developers are generally unwilling to agree to restrictions without receiving something in return.

Additional discussion included zoning considerations, particularly related to medium-density zones, and how those zones are being used or interpreted in current development proposals. Council Members emphasized the importance of being intentional with zoning decisions to ensure that growth aligns with the community's long-term vision.

The conversation then shifted to long-range planning efforts, including updates to the General Plan and the potential development of small area plans. Mrs. MacDonald emphasized the need for clarity and consistency in land use designations, noting that ambiguity can lead to challenges during the development review process.

Overall, the discussion reflected a shared desire to maintain West Point's character while accommodating growth in a thoughtful and balanced manner. Staff and Council acknowledged that achieving this balance will require continued creativity, negotiation, and careful use of available tools.

- **MODERATE INCOME HOUSING PLAN – Bryn MacDonald, Community Development Director**

A significant discussion was held on moderate-income housing requirements, tied to the City's Moderate Income Housing Plan. Mrs. MacDonald outlined state requirements and the strategies the City has been implementing and is considering in the future to meet

those requirements. These strategies include zoning adjustments, incentives for certain housing types, and coordination with infrastructure planning.

Council Members expressed concern about balancing state mandates with local control, reiterating that the consequences of non-compliance could result in even more mandates and loss of oversight at the city-level.

There was discussion about:

- Public perception of density,
- The need for thoughtful design to mitigate impacts,
- Ensuring that infrastructure keeps pace with development.

Several Council Members emphasized the importance of clear communication with residents, particularly when discussing density and housing policy, to ensure that the community understands both the requirements and the City's approach.

Overall, the discussion reflected a shared recognition that growth is inevitable, but that it must be carefully managed to align with the City's vision and values.

The Mayor stated that the Moderate Income Housing Plan will be discussed again the following day and asked the Council to study the list of strategies outlined in State Code and be prepared to discuss those they would be in favor of incorporating as part of that discussion.

- **CITY PROJECTS REVIEW – *Boyd Davis, City Engineer and Kenny England, Public Works Director***

Mr. Davis and Mr. England presented a comprehensive review of completed capital improvement projects, ongoing construction, and projects planned for the coming year. They expressed appreciation to the City Council for its continued support of Public Works initiatives and highlighted the significant investment the City has made in infrastructure over the past year.

Mr. Davis provided an update on the West Point Sewer Expansion Project, noting that approximately \$21.7 million has been invested in the project through funding provided by Davis County. He reviewed construction progress on the Lift Station, the regional trunk sewer system, and remaining work before the project reaches substantial completion. Council Members discussed future phases of the sewer system, use of remaining project funds to continue regional trunk line construction, and the long-term need for a second lift station as growth continues. Staff indicated the current lift station will remain in standby until additional development warrants operation.

Mr. England reviewed the City's annual street maintenance and pavement preservation program, explaining the City's strategy of utilizing preventative maintenance treatments, including chip sealing, crack sealing, mastic repairs, and HA-5 applications, to maximize the life of City streets. Staff also highlighted completed roadway improvements, including the reconstruction of 700 South, pavement repairs, striping, sidewalk improvements, and installation of the HAWK pedestrian crossing near Island View Elementary. Council Members discussed traffic signal warrants at 4500 West and SR-193, as well as anticipated impacts from construction of the West Davis Corridor. Staff indicated they will continue working with UDOT to pursue a traffic signal at the intersection despite not currently meeting warrant requirements and will monitor construction-related roadway impacts to determine whether repairs or reimbursement from UDOT may be warranted.

Mr. England presented updates on improvements to Loy Blake Park, the City Hall parking lot, the new park adjacent to Horizon Junior High, and the West Point Gymnasium. Staff reviewed completed improvements, future maintenance considerations, and early operational experiences at the gymnasium. Council Members discussed future park naming, continued improvements to the ball fields, and public expectations regarding the gymnasium. Staff indicated they will continue refining operational policies as facility use evolves and will return to the Council at a future date with recommendations regarding naming the new park.

Mr. England also reviewed the completed 2000 West widening project, emergency infrastructure repairs completed during the year, fleet replacements, and the increasing amount of public infrastructure the City will assume as development continues. Mr. Davis presented data illustrating substantial growth in roadway mileage, park acreage, detention facilities, lift stations, buildings, and other public assets over the past decade, emphasizing the City's growing long-term maintenance responsibilities. Mr. Laws

suggested that future annual project reviews also include information regarding City property acquisitions to better illustrate the City's overall infrastructure growth.

Looking ahead, Staff reviewed projects planned for the coming year, including completion of the sewer expansion project, roadway preservation efforts, the Cold Springs Road box culvert replacement, the 1800 North storm drain project, tree replacement efforts, and continued coordination with UDOT on the West Davis Corridor. Council Members discussed future improvements to the intersections at 300 North and 4500 West and 700 South and 4000 West. Staff recommended completing additional traffic studies before selecting preferred improvements, and the Council expressed support for continuing the evaluation process and beginning right-of-way acquisition once a preferred alternative has been identified. Council Members also supported Staff's continued proactive maintenance efforts to identify and repair aging infrastructure before larger failures occur.

- **CITY MANAGER ITEMS– Kyle Laws, City Manager**

Mr. Laws explained that he had several items he would be presenting to the Council for both informational and discussion purposes over the two-day meeting.

- **Public Works Building, Cemetery Expansion, and Future Cemetery Planning**

Mr. Laws introduced a discussion regarding the proposed Public Works Building and Cemetery Expansion projects, explaining that the item was intentionally brought back to the Council following significant discussion approximately six months earlier. He noted that the timing was appropriate to revisit the topic because Staff had recently received preliminary design concepts from the City's landscape architect and wanted to obtain additional Council feedback before moving further into the design process.

Mr. Laws began by providing an update on the proposed Public Works Building, explaining that construction of Cold Springs Road remains the critical first step before the City can effectively utilize the Public Works property or move forward with construction of the new facility. He reviewed changes to the roadway alignment resulting from the West Davis Corridor project and explained that UDOT has requested the City delay construction of Cold Springs Road until highway construction has progressed sufficiently to avoid conflicts between the two projects. Although the revised roadway alignment presents some design challenges, including the elimination of the sidewalk along portions of the east side of the roadway, Staff believes the design will adequately serve the future Public Works facility and surrounding area. Mr. Laws also explained that Staff continues to evaluate project delivery methods, including the possibility of utilizing a Construction Manager/General Contractor (CM/GC) approach, but intends to wait until the City is closer to construction before proceeding with additional design work or contractor selection.

Council Member Swenson asked about the anticipated timeline for construction of Cold Springs Road and whether the project would occur concurrently with the West Davis Corridor. Mr. Laws explained that the southern portion of Cold Springs Road, including the box culvert currently under construction, could likely be completed sooner, while the northern section would follow as UDOT progresses north with highway construction. Mr. Davis added that UDOT has specifically requested the City wait until highway construction has advanced beyond the area before beginning roadway construction, estimating that work on the southern section could begin the following year, while the northern section remains several years away.

Council Member Chatterton questioned whether construction of the Public Works facility could begin sooner by utilizing future access from 200 South rather than waiting for completion of Cold Springs Road. Mr. Laws acknowledged that 200 South could ultimately provide access to the property but explained that it currently remains an unimproved gravel roadway and has not been designed or budgeted for improvement. Mr. Davis added that while constructing 200 South is a viable option, previous discussions concluded that investing available road impact fees into Cold Springs Road would provide greater long-term benefit because it serves as a more important collector roadway and supports future economic development in the area. Mr. Harvey noted that current road impact fee revenues are only sufficient to construct one of the two roadways, requiring the City to prioritize which project moves forward first. Council Member Chatterton expressed concern that construction of the Public Works building has continued to be delayed over many years and suggested the City begin setting aside funding incrementally so work can begin as soon as access becomes available. Mr. Laws agreed that the need for the facility is well understood but noted that, regardless of which roadway is ultimately constructed first, the City currently lacks sufficient funding to construct the building itself. He acknowledged the Council's desire to move the project forward and emphasized that Staff shares that same urgency while ensuring the project is completed in a financially responsible manner.

As the discussion concluded, Mr. Laws acknowledged Council Member Chatterton's longstanding desire to move forward with construction of the Public Works building, emphasizing that Staff shares the Council's sense of urgency and remains committed to

advancing both the Public Works facility and cemetery expansion as quickly as financial resources allow. He reiterated that while the City's recent partnership with the school district on the Horizon Junior High Gymnasium temporarily limited the City's bonding capacity, the project itself was funded through park impact fees and did not directly reduce funding available for the Public Works facility. Mr. Harvey clarified that the City's primary limitation is its current bonding capacity rather than a lack of dedicated project funding, noting that additional flexibility will become available as existing obligations are retired.

Mr. Laws then transitioned to the cemetery expansion, explaining that Staff has been working with the City's landscape architect to develop conceptual plans for expanding cemetery services. He explained that future traditional burial expansion remains dependent upon relocating Public Works operations, allowing the cemetery to expand south into the existing Public Works property. He also noted that expansion to the north may provide additional opportunities if adjacent property becomes available in the future. While construction cost estimates have not yet been completed, Staff recently received approximately 30-percent design concepts illustrating several possible layouts for cremation gardens, columbarium walls, remembrance gardens, and future circulation improvements.

Ms. Arnold reviewed the City's current cemetery capacity, reporting that only four burial plots remain available for purchase, two of which are infant-sized plots that are not located together. She explained that the limited inventory reinforces the need to move forward with cremation options and columbarium facilities while continuing to plan for future traditional burial expansion. Ms. Arnold also summarized research completed by Staff comparing cemetery capacity and policies among neighboring Davis County cities. She explained that many surrounding communities are also approaching capacity and that most have either restricted future plot sales to residents or have no plans for future expansion. Council Members discussed future cemetery expansion opportunities, including the possibility of acquiring a small adjacent parcel currently owned by John Schneiter that is already being utilized as part of the Public Works yard. Mr. Laws explained that while the parcel itself is relatively small, Staff has assumed it would ultimately become part of the future cemetery expansion if it could be acquired.

Mr. Laws then presented three preliminary design concepts prepared by the landscape architect, explaining that each concept focuses on creating attractive cremation gardens, columbarium walls, expanded gathering areas near the Child Remembrance Garden, and improved internal circulation. He noted that the concepts are intended to be flexible and that elements from each design may ultimately be combined into a final plan. The concepts would provide between approximately 400 and 750 cremation spaces, depending on the final design selected. Council Member Chatterton commented that he particularly liked the design approach utilized in Clinton City's cemetery, noting that its layout effectively incorporates benches, sidewalks, and gathering areas while minimizing the amount of space required. Mr. Laws agreed that many of those features could be incorporated into West Point's final design. He also expressed enthusiasm for the concepts, stating that he believes they will significantly enhance both the appearance and functionality of the cemetery while providing much-needed burial options for residents.

Ms. Arnold explained that while the majority of purchasers are City residents, many residents purchase multiple plots following the unexpected death of a family member, reserving spaces for extended family members well into the future. She recommended that Staff evaluate increasing cemetery fees, establishing separate resident and non-resident pricing, limiting the number of plots that may be purchased at one time, or transitioning to an "at-need" assignment system used by many surrounding cities. She also suggested the City consider offering to repurchase unused full-size burial plots from families choosing cremation in the future, thereby increasing the inventory of traditional burial spaces. Mr. Laws agreed that these policy decisions should be completed concurrently with the cemetery expansion project so that updated pricing and purchasing policies are in place before the new facilities become available. Council Member Swenson agreed with the importance of reviewing the City's cemetery fee structure before the new facilities become available as suggested by Staff. Staff was directed to continue evaluating cemetery policies and be prepared to return to the Council with recommended ordinance amendments addressing fees, residency requirements, and plot purchase limitations with the completion of this expansion project.

- **Organizational Core Values, Strategic Planning Update, Penny AI Website Pilot, and Emergency Management**

Mr. Laws then introduced a series of miscellaneous discussion items, beginning with an overview of City Staff's newly developed organizational core values. He explained that the initiative began during the October 2024 employee training, where staff worked in small groups to identify the values and characteristics they believed should define West Point City's organizational culture. Management later consolidated the input into four core values that could be easily understood and remembered. Mr. Laws credited Mrs. MacDonald with suggesting that the City's compass logo serve as the framework for the values, resulting in the themes of Noble, Excellence, Solidarity, and Willingness, each corresponding to a point of the compass. He reviewed the meaning of each value and the accompanying "Core Values in Action" statements, explaining that they establish expectations for employee behavior, decision-making, customer service, teamwork, accountability, and professional growth. He also noted that the action statements will

become the foundation of the City's new employee performance evaluation process to ensure the values remain an active part of the City's culture rather than simply a written mission statement. Staff also shared a preliminary logo concept incorporating the City's compass that may eventually be used on City vehicles, facilities, and employee materials.

Members of the Management Team and Council expressed strong support for the new values. Mr. Davis commented that the discussion surrounding the core values was one of the most unified conversations the Management Team had experienced and that there was broad agreement on the final product. Council Members agreed that limiting the values to four made them easier to understand and remember, while Ms. Arnold noted that the accompanying action statements clearly define what each value looks like in practice and will help employees understand expectations beyond simply reading a list of values.

Mr. Laws next provided an update on the City's Focus & Execute strategic planning program, reminding the Council that the strategic priorities originated during the Council's annual planning session two years earlier. He explained that the software organizes the City's strategic priorities, goals, projects, and action items into a single online platform where Management Team members regularly update project status. Council Members were provided login credentials and instructed how to access the system to independently review project progress. Mr. Laws walked through several examples, including infrastructure projects, workforce initiatives, fiscal sustainability efforts, recreation improvements, and transparency initiatives, explaining how completed, pending, and off-plan projects are tracked and updated. Staff noted that some goals are ongoing organizational priorities rather than projects with defined completion dates and therefore will remain active indefinitely.

During the discussion, Council Members asked several questions regarding specific strategic initiatives, including the City's transparency efforts, interactive development maps, and opportunities to improve public communication. Council Members discussed making City information easier for residents to understand by using more plain language to explain agenda items, zoning terminology, and planning processes. Staff acknowledged the importance of improving accessibility while balancing the time required to prepare additional explanatory materials. Mr. Laws noted that emerging AI technology may provide opportunities to simplify complex information while reducing staff workload, although Ms. Arnold cautioned that AI-generated summaries still require staff review to ensure accuracy before publication.

Council Members also discussed the preferred method for receiving updates on the Focus & Execute program. Rather than scheduling regular Council presentations, the Council expressed support for Staff periodically updating the system and notifying Council Members when updates have been completed, allowing individual Council Members to review information at their convenience and contact Staff directly with questions. Staff agreed to establish a regular update schedule and provide email notifications when significant updates are made.

Mr. Laws then introduced Penny, an artificial intelligence-based website platform currently being piloted by several Utah communities. He explained that, unlike traditional AI systems that search the internet, Penny generates responses solely from documents uploaded by the City, such as City Code, meeting agendas, minutes, newsletters, forms, and other official documents. Staff demonstrated how residents could ask questions in plain language, such as zoning regulations, permitted animals, recreation registration dates, or upcoming City Council agenda items, and receive direct answers with links to the supporting City documents. Staff noted that the platform could also provide personalized information, such as garbage or recycling schedules, based on a resident's address.

Council Members discussed the potential advantages and limitations of the AI platform. Several members felt the technology could significantly improve public access to City information and make navigating City Code and other documents much easier for residents. Others expressed concern about relying entirely on an AI platform to replace the City's traditional website, particularly where state law requires specific public notices and documents to remain readily accessible. Council Members also noted the importance of ensuring information remains accurate and that AI-generated responses clearly direct users to the underlying source documents. Staff explained that the City is participating only as a pilot community and no decision has been made regarding implementation. Mr. Laws indicated Staff will continue evaluating the platform, provide feedback to the developer, and allow Council Members additional time to test the system before considering any future action.

Mr. Laws concluded the discussion by providing an update regarding the City's Emergency Management program. He explained that Clinton City recently withdrew from the existing shared emergency management agreement, resulting in the termination of the current interlocal arrangement and the departure of the shared Emergency Manager. Until a new arrangement is established, emergency management responsibilities have temporarily reverted to the City Manager. Staff reported they have begun discussions with Clearfield City, Sunset City, and the North Davis Fire District regarding the possibility of establishing a new shared emergency

management program. Several organizational models are being considered, including housing the position within the Fire District while ensuring the position remains dedicated exclusively to emergency management rather than firefighting responsibilities. Council Members discussed the importance of ensuring all participating communities receive equitable service during emergencies and emphasized the need to clearly define expectations and performance measures if a new shared position is established. Staff indicated discussions with the participating agencies will continue and that recommendations will be brought back to the Council once additional information is available.

- **CITY RECORDER & HUMAN RESOURCES UPDATE – Casey Arnold, City Recorder and HR Manager**

Ms. Arnold presented an overview of several ongoing Human Resources and City Recorder projects. She began by providing an organizational staffing update, reporting that the City currently employs 23 full-time employees, four regular part-time employees, 45 recreation aides, and 18 crossing guards, with one full-time Sports Field Coordinator position currently vacant. Ms. Arnold also reviewed the City's participation in numerous professional associations and highlighted the certifications maintained by employees across each department. She expressed appreciation to the Council for supporting professional development and continuing education, noting that industry certifications and networking opportunities help employees remain current on best practices and improve the level of service provided to the community.

Ms. Arnold then provided an update on the City's comprehensive Personnel Policies and Procedures Manual rewrite, describing the project as one of the largest ongoing Human Resources initiatives. She explained that the City's existing personnel manual had evolved over many years through individual policy additions and amendments, resulting in a document that had become difficult to navigate and maintain. She has completely reformatted and reorganized the manual into a more user-friendly document with clearly defined sections, interactive links, updated references, and improved organization. In addition to modernizing the format, the project includes updating policies to reflect current operations, legislative changes, and industry best practices while expanding policy guidance in areas such as hiring, ethics, purchasing, discipline, and workplace safety. Ms. Arnold reported that the Management Team has completed approximately 75 percent of its detailed review, noting that each section is carefully discussed to ensure the policies appropriately address the operational needs of every department before the draft is presented to the City Council for consideration. Mr. Laws added that the review process has generated valuable discussion among Department Directors and has helped ensure the policies are practical and consistent throughout the organization.

Ms. Arnold also reviewed implementation of the City's new Express Evaluations performance management software. She explained that the online system allows employees and supervisors to complete performance evaluations electronically, establish and monitor annual goals, document accomplishments throughout the year, and conduct both mid-year and annual performance reviews. She noted that the City's newly adopted organizational core values will be fully incorporated into the evaluation process, allowing employees to be evaluated not only on job performance but also on how they demonstrate the City's core values in their daily work. Staff expressed optimism that the new system will provide improved consistency, accountability, and meaningful performance metrics over time.

Turning to the Recorder's Office, Ms. Arnold summarized the City's 2025 GRAMA activity, reporting that the City processed 27 records requests during the year. She explained that while the number of requests remains relatively consistent from year to year, the complexity of requests varies considerably. The majority of requests involve building and development records, followed by financial records, contracts, public meeting documents, and other miscellaneous requests from residents, businesses, and attorneys. She noted that many routine requests can be fulfilled quickly by directing requestors to records already available through the City's website, while others require significantly more staff time to research and compile.

Ms. Arnold concluded her presentation with an update on the City's Records Management Plan, another long-term project currently in progress. She explained that she and Deputy Recorder Katie Hansen have been working to inventory City records, classify them according to the State's records retention schedules, and develop department-specific records management guides that identify where records are maintained, applicable retention periods, and proper disposition procedures. The goal of the project is to establish a consistent, organization-wide records management program while simplifying compliance with State retention requirements. She noted that, once the plan is finalized, Staff will begin providing regular training to departments to ensure records continue to be managed consistently throughout the organization.

- **RECREATION DEPARTMENT UPDATE – Karly Norwood, Recreation Director**

Mrs. Norwood presented an overview of Recreation Department accomplishments, ongoing operational improvements, and future programming initiatives. Ms. Norwood described the opening of the West Point Gymnasium at Horizon Junior High as a significant accomplishment during the past year, explaining that the facility has greatly improved the department's ability to deliver recreation programs and serve residents. Although moving out of City Hall was a significant transition for Staff, she expressed appreciation for the new office space, storage areas, and direct access to the gymnasium, noting that the additional space has significantly improved efficiency and organization. She also complimented the administration and staff at Horizon Junior High for their cooperation and willingness to work collaboratively with the City, contrasting the positive partnership with experiences shared with her by neighboring communities operating out of other school facilities.

Mrs. Norwood explained that the City's new recreation offices and storage areas have streamlined day-to-day operations by eliminating the need to transport equipment between City Hall and recreation facilities. She also reported that the City hired the school's evening custodian to clean the City's offices, restrooms, and gymnasium following recreation activities, allowing the facilities to remain clean while coordinating services with the school district. She highlighted one of the most beneficial provisions negotiated in the interlocal agreement, noting that the City is able to begin using two basketball courts at 5:00 p.m., allowing games to begin at 5:30 p.m. rather than waiting until later in the evening. Ms. Norwood explained that staggering game times every thirty minutes has significantly improved parking, reduced congestion, and created a more manageable environment for participants and spectators.

The presentation also included an update on several remaining items associated with completion of the gymnasium. Mrs. Norwood reported that the school district has agreed to relocate divider curtains that were installed too close to the basketball courts, correcting a design issue identified after construction. Mr. Laws noted that the experience highlighted the value of involving contractors during the design process and reinforced Staff's interest in exploring a Construction Manager/General Contractor (CM/GC) delivery method for future projects, including the proposed Public Works building. Mrs. Norwood also reported that the contractor continues to complete punch-list items and that the gymnasium floor has only received a portion of its required finish coats, requiring additional work during the summer before the floor reaches its final condition. Staff indicated they will continue coordinating with the school district as remaining construction items are completed.

Council Members discussed several operational issues encountered during the first months of operation, including students using the City's staff restrooms during the school day. Mrs. Norwood explained that Staff is working with school administration to discourage student use of those facilities through additional signage and communication, noting that the issue is expected to improve as operational procedures continue to be refined.

Mrs. Norwood then reviewed upcoming recreation programming. She explained that the department intentionally delayed filling the vacant Sports Field Coordinator position until construction of the new facilities was complete and the spring sports season approached, allowing an experienced seasonal employee to maintain operations during the transition. Interviews for the position were scheduled for the following week. She also introduced several new recreation programs planned for 2026, including flag football, street hockey, and archery, explaining that each program responds to longstanding community interest while taking advantage of the City's new recreation facilities. She noted that Staff expects participation to grow over time and expressed enthusiasm about future opportunities to partner with neighboring communities for tournaments and special events.

Mrs. Norwood also presented several proposed improvements to the City's baseball facilities, including installation of protective netting above the backstops at Loy Blake Park to improve spectator safety, continued improvements to playing surfaces through the addition of specialized infield soil conditioner, and conceptual enhancements to the dugouts designed to better complement the historic character of the park. She shared an architectural concept illustrating a more natural appearance for future dugout improvements and explained that preserving the unique character of Loy Blake Park remains an important design objective.

The Council also discussed Mrs. Norwood's proposal to establish a youth cheerleading program in conjunction with the City's tackle football program. Mrs. Norwood explained that the program would provide younger children, particularly siblings of football participants, an opportunity to become involved in recreation while introducing them to the sport of cheerleading in a low-cost environment. She proposed partnering with the Horizon Junior High cheer coaches to conduct practices while utilizing parent volunteers during football games. Council Members expressed support for the concept and discussed ensuring the program is inclusive and open to all interested participants. Staff was encouraged to continue developing the program and move forward with implementation.

Mrs. Norwood concluded her presentation by sharing a video from the City's Fourth of July youth baseball tournament that featured a ceremonial presentation of the colors and the National Anthem. She explained that creating memorable experiences and fostering community pride is an important part of the Recreation Department's mission. She also shared a recent experience from a youth basketball game in which officials briefly stopped play to allow a young participant with disabilities the opportunity to score his first basket. Mrs. Norwood became emotional as she described the excitement of the player, his teammates, and the crowd, explaining that moments like these reflect the true purpose of the City's recreation programs and the positive impact they have on children and families.

Council Members commended Mrs. Norwood and the Recreation Department for cultivating a welcoming, sportsmanship-focused environment and expressed appreciation for the department's passion and commitment to serving the community.

2. **ADJOURN**

Mayor Vincent adjourned the Friday Session of the meeting at approximately 5:05 PM.

The City Council and Members of Staff met socially for an activity and dinner following this session.

SATURDAY, FEBRUARY 7TH, 2026

MAYOR AND COUNCIL MEMBERS PRESENT: Mayor Brian Vincent, Council Member Jerry Chatterton, Council Member Annette Judd, Council Member Michele Swenson, and Council Member Jeremy Strong

EXCUSED: Council Member Yarbrough

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

EXCUSED: None

VISITORS PRESENT: None.

1. **WELCOME & CALL TO ORDER – Mayor Vincent**

Mayor Vincent called the Saturday session of the meeting to order at approximately 8:00 AM.

• **RESIDENTIAL ROAD WIDTH STANDARDS – Boyd Davis, City Engineer**

Mr. Davis opened a discussion regarding the City's current residential street standard of 36 feet of asphalt and recent pressure at the state level to reduce street widths to a maximum of 32 feet. Mr. Davis explained that a legislative compromise had established 32 feet as a standard maximum, with limited exceptions, including allowances for wider streets where on-street parking is permitted. However, he noted that many cities have continued to rely on those exceptions to maintain wider streets. He further explained that the State Fire Marshal had expressed concern that cities not aligning with the intent of the legislation could prompt additional legislative efforts to reduce road widths even further, potentially to as narrow as 25 feet.

Mr. Davis outlined both advantages and disadvantages of narrower streets. From a planning perspective, narrower streets can contribute to traffic calming, create a more neighborhood-oriented feel, and allow for wider sidewalks or park strips. However, he emphasized that narrower streets also present functional challenges, particularly when accommodating parked vehicles, emergency response access, and larger vehicles.

The Council engaged in a detailed discussion and expressed strong concerns about reducing street widths. Several members noted that even under current conditions, streets can feel tight when accommodating garbage trucks, trailers, or parked vehicles. Additional concerns were raised regarding the City's continued agricultural presence, including the movement of large farm equipment, as well as safety considerations for pedestrians, children, and cyclists. Council Members also noted that wider streets are often cited as a positive and distinguishing feature of the community, contributing to a sense of openness and ease of travel.

Further discussion addressed enforcement challenges that could arise if narrower streets required limiting or restricting on-street parking. Council Members questioned how such restrictions would realistically be enforced and expressed concern that reduced widths would exacerbate existing parking pressures, particularly given that residential developments already provide minimal off-street parking.

Council Members also discussed the perception that the push for narrower streets is driven primarily by development interests seeking to reduce construction costs rather than improve community outcomes. While acknowledging the potential legislative risk of maintaining the current standard, the Council expressed a clear preference to prioritize safety, functionality, and community character.

Ultimately, the Council was in agreeance to retain the existing 36-foot residential street standard. Staff was directed to continue monitoring legislative developments and to return to the Council if future changes at the state level require reconsideration. It was also discussed that requests for narrower streets could still be considered on a case-by-case basis through the development agreement process, though such exceptions would require careful evaluation.

- **CITY MANAGER ITEMS – Kyle Laws, City Manager**

Mr. Laws continued with the remaining list of items for presentation to the Council for information and discussion.

- **America 250**

Mr. Laws explained that this year marks the 250th anniversary of the United States, commonly being referred to as America 250, and that there has been a nationwide effort encouraging communities to expand and enhance celebrations throughout the year, as well as on Independence Day. The City plans to take part in honoring America 250 as well.

He explained that this past year, the fireworks show at the Party at the Point featured a choreographed display set to music and additional displays, at no cost. However, maintaining last year's show would cost approximately \$28,000 to \$30,000 due to rising costs, and any enhancements would require additional funding. He also raised the question of whether the City should increase its investment in live entertainment, noting that current band budgets have become increasingly difficult to sustain given rising costs. Council Members generally expressed satisfaction with the quality of last year's fireworks show and indicated that maintaining that level of quality was important. They also supported increasing the band budget to allow for higher-quality or additional performances, including the possibility of securing more recognizable or engaging acts.

Mr. Laws then presented several ideas put together by Staff to expand the City's Party at the Point Celebration and also other events to honor the anniversary throughout the year. The Council and Staff shared numerous ideas including creating interactive displays, such as a large Declaration of Independence banner for attendees to sign, encouraging residents to write letters to military members, and providing visible items such as yard signs, stickers, or window displays, to show participation in America 250 activities. The Council also discussed parade enhancements, including encouraging more themed entries aligned with a patriotic focus and improving overall participation. Suggestions included offering incentives or prizes, incorporating public voting mechanisms, and increasing expectations for business participation in both sponsorship and parade involvement. Additional ideas included expanding youth and educational opportunities, such as essay or art contests, highlighting local history, and incorporating historically themed activities for children. All emphasized the importance of creating opportunities for residents to feel personally connected to the celebration.

Council Members also expressed interest in creating a more prominent veterans presence at the event, potentially including a dedicated area featuring stories, photos, or displays highlighting local service members. It was noted that utilizing existing materials, such as the City's veterans book, could help facilitate this effort.

Importantly, the Council emphasized that the America 250 celebration should extend beyond a single event. There was strong support for implementing year-long initiatives, such as acts of kindness, tree planting efforts, and other community service activities that residents could participate in throughout the year.

The conversation then turned to budget considerations. Mr. Laws explained that the City currently spends approximately \$80,000 to \$90,000 on the Fourth of July event, with a net cost of approximately \$70,000 after accounting for sponsorships and participation fees. He noted that any enhancements would require additional funding from the General Fund, which ultimately impacts future

capital projects. The Council discussed the importance of making the 250th anniversary celebration meaningful and memorable, recognizing it as a unique, one-time opportunity. While acknowledging fiscal considerations, the Council expressed general support for increasing the event budget. Discussion suggested a potential increase in the range of approximately \$20,000 to \$35,000, with flexibility depending on priorities and available sponsorships.

Staff noted that many of the proposed ideas would require significant coordination and support beyond existing staffing capacity, and it was agreed that the success of the event will depend heavily on community engagement and volunteer involvement. Council Members discussed the value of leveraging their own personal networks, increasing outreach efforts, and getting involved to encourage participation.

Staff was directed to further refine the proposed ideas, identify priorities, develop cost estimates, and return to the Council with a more detailed plan and budget proposal. Staff was also asked to compile information regarding current sponsorships and explore opportunities to expand outreach to both large and small businesses within the community.

o **Park Accessibility Enhancements**

Mr. Laws presented a proposal to improve accessibility within the City park, particularly in areas surrounding the baseball fields. He explained that while recent improvements have enhanced certain areas, there remains a lack of accessible pathways connecting parking areas to fields and facilities.

The proposed improvements would include constructing additional concrete pathways to create more direct and accessible routes throughout the park. These improvements would benefit individuals using wheelchairs, strollers, or other mobility aids, as well as improve overall convenience for all park users.

Council Members expressed strong support for the proposal, noting that accessibility challenges are a frequent issue and that staff have often needed to assist individuals in reaching fields and facilities. Council Members agreed that improving connectivity within the park would be a worthwhile investment that enhances usability for a wide range of residents.

Staff indicated that funding for the project could potentially come from park impact fees. The Council directed Staff to develop cost estimates and a more detailed proposal for future consideration.

● **MODERATE INCOME HOUSING PLAN AND DEVELOPMENT DISCUSSION – Mayor Brian Vincent**

Mayor Vincent returned the discussion to the Moderate Income Housing Plan, noting that he had asked Council and Staff to during yesterday's session to review the list of available State strategies and begin identifying which strategies would be appropriate for West Point's next annual update. He acknowledged that several of the available options were difficult to interpret and invited both the Council and Staff to openly discuss which strategies best aligned with the City's long-term vision before any recommendations were brought forward for formal adoption.

Mrs. MacDonald explained that Staff annually reviews the City's existing five adopted strategies and anticipated that several would be completed within the next year or two. She added that some of the current strategies, including those related to accessory dwelling units, may soon become obsolete because of pending State legislation that could require detached ADUs by right and eliminate local authority over certain impact fees. Staff also noted that several of the State's available strategies were not applicable to West Point because the City lacks transit-oriented development opportunities or other qualifying infrastructure. Rather than continually adding new strategies, Staff suggested reducing the number of active strategies as existing items are completed while selecting new strategies that align with projects the City is already pursuing.

The discussion then shifted to the City's long-term vision for the South Interchange Small Area Plan and the City's commercial property near the future West Davis Corridor interchange. The Mayor explained that commercial developers and site selectors have consistently identified the area as one of the most desirable commercial locations along the future corridor but have also indicated that additional residential density is needed before many major retailers will seriously consider locating there. He shared that, although the City had previously pursued opportunities with retailers such as Costco and Home Depot, commercial brokers repeatedly emphasized that future rooftops, increased traffic generated by the freeway, and additional development activity would make the site substantially more marketable. Mr. Laws added that construction activity itself often attracts additional commercial interest by increasing visibility and demonstrating market momentum.

Council members discussed whether additional residential development near the interchange would improve the City's ability to attract commercial investment. Council Member Judd questioned whether surrounding residential growth in neighboring communities, particularly Syracuse, should already contribute to retailer demand. Staff responded that commercial developers generally evaluate the broader market area rather than municipal boundaries and agreed that neighboring rooftops do contribute to market potential. Mr. Davis explained that commercial development is influenced not only by population but also by traffic counts, freeway access, visibility, and compatibility with surrounding land uses. He noted that regional commercial centers typically transition from retail to higher-density residential before reaching traditional single-family neighborhoods, making higher-density housing near the interchange a logical planning approach.

Throughout the discussion, Council Members reaffirmed that attracting quality commercial and retail development to the South Interchange area remains one of the City's highest economic development priorities. The Mayor emphasized that expanding the City's commercial tax base is essential to maintaining City services without placing an increasing burden on residential property taxes. Mr. Laws agreed, stating that the interchange property represents the best opportunity in West Point for long-term commercial growth and should remain the City's primary focus for future economic development. Council Members generally expressed consensus that commercial development in this area continues to be a fundamental objective of the City's long-range planning efforts.

The conversation then focused extensively on the proposed Jay Fisher mixed-use development, which includes apartments, townhomes, cottage homes, and commercial uses. Mrs. MacDonald explained that the proposed apartment component exceeds the density currently permitted under City zoning but could provide an opportunity to satisfy future moderate-income housing strategies while supporting the commercial vision for the interchange. He noted that the developer's proposal has evolved considerably over multiple revisions, reducing density and incorporating a greater variety of housing types in response to City feedback. Staff further explained that, because the apartments would remain under single ownership and long-term professional management, the development differs significantly from many traditional apartment complexes.

Several Council Members discussed public concerns regarding apartments, including perceptions related to crime, traffic, and transiency. The Mayor shared feedback received from other communities where the developer has completed projects, noting that elected officials consistently praised the quality of construction, ongoing property maintenance, and professional management. Mr. Laws referenced prior research conducted with the Davis County Sheriff's Office showing no measurable increase in criminal activity associated with the City's existing apartment development and explained that previous law enforcement data did not support many of the concerns commonly raised during public hearings. Council Member Judd emphasized that apartments serve many residents during transitional periods of life, including young adults, military families, and individuals rebuilding after divorce, and encouraged viewing apartment residents as members of the community rather than as outsiders. Ms. Arnold added that today's apartment communities differ substantially from older perceptions, noting that many modern developments offer secured access, higher-quality construction, and rental rates comparable to or exceeding many mortgage payments. Several participants agreed that continued public education would be necessary if the City chooses to pursue additional apartment development.

Council Members also discussed balancing growth with preserving West Point's character. Some expressed concern that approving additional apartments could fundamentally change the community, while others emphasized that growth associated with the West Davis Corridor is already occurring and that the City should proactively guide development rather than allowing future State legislation to dictate land use decisions. Mr. Laws explained that proposed legislation would allow housing on certain State-owned surplus property regardless of local zoning, using the State-owned property along 2000 West as an example of why maintaining local planning authority is critical. The Mayor noted that during a recent meeting with legislative leadership, State officials complimented West Point's planning efforts and indicated the City is pursuing the type of balanced growth the Legislature hopes to encourage statewide.

The discussion also addressed the importance of providing a variety of housing opportunities within the community. Council Members observed that many young adults raised in West Point are forced to leave the City because starter homes, townhomes, and rental opportunities are limited. Mrs. Norwood shared that both of her married children relocated to other communities because West Point lacked housing options appropriate for first-time homebuyers. Mr. Davis added that communities experience significant change when younger generations can no longer afford to remain where they were raised, emphasizing the importance of maintaining housing opportunities for residents throughout different stages of life. Council Members also discussed the challenges faced by senior residents on fixed incomes and recognized that strengthening the City's commercial tax base is necessary to reduce long-term reliance on residential property taxes.

Returning to the Moderate Income Housing Plan, Mrs. MacDonald explained that several of the State's available strategies could be satisfied through projects the City is already considering, particularly the Jay Fisher development. She noted that incentives such as allowing additional residential density, reduced parking requirements, impact fee waivers, or affordability commitments could satisfy multiple State strategies while advancing projects already identified in the City's long-range plans. Staff also discussed future opportunities involving Community Development Areas (CDAs), mixed-use development, and senior housing, emphasizing that the City should continue selecting strategies that align with existing planning efforts rather than adopting policies solely to satisfy State requirements.

As the discussion concluded, Staff recommended preparing the City's next Moderate Income Housing Plan update for consideration prior to the new fiscal year. The Council expressed support for continuing to evaluate strategies tied to the South Interchange Small Area Plan and the proposed Jay Fisher development, while allowing existing strategies to remain in place until completed. Staff was directed to prepare recommendations for the Council's annual Moderate Income Housing Plan update, including strategies that support the City's commercial development goals, preserve local land use authority, and provide credit toward the State's housing requirements.

- **MISCELLANEOUS ITEMS**

Mayor Vincent stated that this last portion of the meeting is a time for the Council to share any items that they would like to discuss. He started the discussion explaining that he has received requests from residents to improve pedestrian safety along **3500 West** by constructing a sidewalk between approximately **800 North and 1350 North** as part of the City's Safe Routes to School. Mr. Davis reviewed the engineering challenges associated with the project, explaining that Staff had recently submitted a grant application to reconstruct the entire 3500 West corridor and hoped to complete the sidewalk improvements as part of that larger project. If grant funding was not secured, Staff would need to consider constructing an interim sidewalk solution. Mr. Davis explained that installing a sidewalk on the west side of the roadway would require piping an existing irrigation ditch, significantly increasing construction costs, while placing the sidewalk on the east side would require students to cross 3500 West in order to reach existing pedestrian routes. Council Members discussed several possible alternatives, including relocating crossing points, installing temporary asphalt or concrete sidewalks, and constructing only the most critical sidewalk segments until full roadway reconstruction could occur.

Council Members expressed concern that delaying improvements until the entire roadway is reconstructed could leave students without a safe walking route for several more years. Mr. Davis noted that constructing permanent sidewalks before roadway reconstruction would likely result in portions of the improvements being removed and rebuilt later, increasing overall project costs. Mayor Vincent suggested that Staff continue pursuing outside grant funding while also exploring whether local transportation funding or County transportation sales tax funds could be used to construct interim improvements if necessary. Staff reported that applications had already been submitted through multiple funding sources, including the Wasatch Front Regional Council and Davis County transportation programs.

The discussion then shifted to another pedestrian concern involving the unfinished sidewalk connection near 700 South, where students frequently cross outside the designated school walking route despite existing recommendations directing them elsewhere. Mrs. MacDonald explained that numerous requests had been received to complete the missing sidewalk segment because students continue crossing the roadway at that location regardless of the designated route. Council Members discussed whether constructing the sidewalk would improve safety or unintentionally encourage additional crossings at an undesignated location. Mr. Laws observed that if the City installs the sidewalk, residents will naturally expect a marked crosswalk and additional traffic control improvements to follow. Council Members also discussed evaluating reduced school-zone speed limits, additional warning signage, and enhanced crossing protection if improvements move forward.

Council Member Chatterton also raised concerns regarding the visibility and protection of the City's crossing guards, recommending that the City evaluate illuminated crossing signs or other enhanced safety devices to increase driver awareness. He shared an example of recently witnessing a crossing guard nearly struck by a vehicle despite existing warning signs. Staff agreed to review available options and continue evaluating opportunities to improve crossing guard safety throughout the City.

Mayor Vincent then introduced a discussion regarding improvements to the Historic Trail area adjacent to the cemetery and Public Works property. He suggested relocating the existing trail marker closer to the trail itself to improve visibility and make the monument more meaningful for trail users. Council Members also discussed creating a more attractive interpretive feature at the site, potentially including a larger monument similar to historical displays found in neighboring communities, interpretive signage describing the area's pioneer history, and other enhancements recognizing the historic trail corridor. It was noted that community

members had previously expressed interest in assisting with additional historical improvements, including the possibility of installing a decorative covered wagon display.

The Council also discussed the long-standing need for a public restroom near the cemetery and trail. Several alternatives were considered, including constructing a permanent restroom facility, installing a screened portable restroom, or placing a temporary portable restroom near the trailhead until permanent improvements can be completed. Staff noted that constructing a permanent restroom would require sewer connections and additional infrastructure but may now be more feasible because of recent utility improvements in the area. Council Members also discussed adding a drinking fountain to serve both trail users and cemetery visitors. Mrs. Norwood noted that the Healthy Utah Coalition had previously identified a drinking fountain along the trail system as a community priority because no such amenities currently exist in that portion of the regional trail network. Ms. Arnold suggested locating restroom facilities closer to the trail while remaining adjacent to City property so they could serve both trail users and cemetery visitors without encouraging use of the Public Works building. Staff also discussed constructing a decorative enclosure around any temporary portable restroom to improve aesthetics while longer-term improvements are evaluated.

The Council expressed support for continuing to pursue funding opportunities for the 3500 West sidewalk improvements while evaluating interim pedestrian safety measures if full roadway reconstruction is delayed. Staff was also directed to continue evaluating options for completing missing sidewalk connections, improving crossing guard visibility, and enhancing school-route safety. Regarding the Historic Trail area, the Council supported further exploration of relocating the trail marker, improving historical interpretation, and evaluating both temporary and permanent restroom facilities, including the addition of a drinking fountain, as part of future park and cemetery improvements.

2. ADJOURN

Before adjourning, Mayor Vincent thanked the Council and Management Team for their participation throughout the two-day Planning & Visioning Session. He expressed appreciation for the significant amount of preparation completed by Staff and acknowledged that many of the discussions generated additional assignments for the Management Team. He stated that the purpose of the retreat was to provide long-term policy direction and thanked everyone for their willingness to engage in thoughtful discussion as the City continues planning for West Point's future.

Mayor Vincent adjourned the Saturday Session of the meeting at approximately 12:10 PM.

The 2026 Planning & Visioning Session concluded.

APPROVED THIS _____ DAY OF _____, 2026:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL April 21st, 2026

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

Administrative Session

6:30 PM

Minutes for the West Point City Council Administrative Session held on April 21, 2026, at 6:30 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 813 8681 6987 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: Council Member Jerry Chatterton and Council Member Jeremy Strong

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

EXCUSED: Kyle Laws, City Manager

VISITORS PRESENT: Tim Gooch and Lacy Richards. No sign-in is required for those viewing online.

1. Discussion Regarding a Rezone Request & Development Agreement for Property Located at Appx. 1800 N 4000 W (Foothill Ditch, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the proposed rezone request and development agreement for the property located near 1800 North and 4500 West, also referred to during the discussion as Heritage Trails/Foothill Ditch/Wilson Homes. She stated that the property had been under discussion for several years and that the original application was submitted in 2022. Because the application was submitted under the prior General Plan and zoning regulations, the project is vested under the former R-4 zone, which allowed up to eight units per acre.

Mrs. MacDonald reviewed the previous concept plan, the plan shown to the Council approximately one month earlier, and the revised plan presented at this meeting. She explained that the applicant had responded to Council feedback by removing several of the small private lanes and turning many of the lots to face the public road. The revised plan reduced the proposed density by three units from the prior version and showed a density of approximately 5.7 units per acre, which is below the eight units per acre allowed under the former R-4 zone.

The concept plan included both single-family lots and townhome units, with some of the townhomes appearing as four-plex style buildings. Staff stated that the project is proposed to include up to 53 units, consisting of 29 single-family lots and 24 townhome units. The plan showed minimum lot sizes of approximately 3,800 square feet and minimum lot frontages of approximately 38 feet, with several lots shown wider than the minimum. Mrs. MacDonald noted that, under the former R-4 zone, single-family and multifamily residential uses were allowed, private lanes were allowed, there was no minimum lot size, and there was no owner-occupancy requirement. The proposed development agreement would include a requirement that 30% of the units be owner occupied.

Mrs. MacDonald explained that the project would still be required to proceed through the subdivision and site plan review process, including Planning Commission review. The development agreement would vest the project up to the 53 units shown on the concept plan, subject to the project meeting applicable engineering and code requirements. She stated that the agreement also included architectural standards for the single-family homes and attached elevations for the townhomes.

Staff reviewed the requested exceptions that would be included in the development agreement. The requested exceptions included reduced setbacks, including a 23-foot garage setback rather than 25 feet, five-foot side yards rather than eight feet, 15-foot rear yards rather than 20 feet, and 10-foot corner setbacks rather than 20 feet. The applicant also requested a minimum townhome size of 900 square feet rather than the 1,200 square feet required by the former R-4 zone, the option for one-car garages, a 20-foot private lane rather than the City's 25-foot private lane standard, use of the Clinton City road cross-section in order to match the portion of the project located in Clinton, and acceptance of the open space shown on the concept plan as satisfying the open space requirement once the plan is finalized.

The Council discussed the road cross-section, private lane width, driveway depth, and whether the plans showed asphalt width or included curb measurements. Mr. Davis and the applicant discussed the need to confirm the measurements with the project engineer and whether design changes, such as a different drainage approach, could provide additional usable width. Council Members also discussed the proposed open space calculation, noting that the preliminary calculation appeared to be slightly above 30%, but that the language in the agreement should be clear.

Council Members asked questions regarding the proposed HOA structure, maintenance of common areas, frontage landscaping, trails, parks, and whether the townhomes would have a sub-HOA for additional maintenance. Staff also discussed access through the Salt Grass project and the Weaver parcel, the need to cross the canal, and how the adjacent Archuleta parcel could potentially develop in the future. Council Member Judd asked Staff to look into owner-occupancy requirements and lending guidelines, including whether a different percentage would better support FHA eligibility for the type of housing proposed.

Mrs. MacDonald stated that the item was scheduled to go to the Planning Commission for discussion later that week and that the Planning Commission would then hold a public hearing on the development agreement because the requested exceptions require public hearings before both the Planning Commission and City Council. Staff will bring the Council's questions and concerns to the Planning Commission for further discussion.

2. Other Items

No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL MEETING MINUTES WEST POINT CITY HALL April 21st, 2026

Mayor:

Brian Vincent

City Council:

Trent Yarbrough, *Mayor Pro Tem*

Jerry Chatterton

Annette Judd

Michele Swenson

Jeremy Strong

City Manager:

Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on April 21, 2026, at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and livestreamed for the public to view via Zoom. The livestream of the meeting was accessible to view by entering Meeting ID# 813 8681 6987 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: Council Member Jerry Chatterton and Council Member Jeremy Strong

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

EXCUSED: Kyle Laws, City Manager

VISITORS PRESENT: Tim Gooch, Lacy Richards, Michelle Day, Jaxton Boone, Jennifer Struhs, Mark, Mary & Travis Montgomery, Tash Montgomery, and Gage Staley. No sign-in is required for those viewing online.

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

Council Member Yarbrough – None

Council Member Judd – None

Council Member Swenson – Explained that Mosquito Abatement has not been able to begin spraying because temperatures have not consistently remained above 50 degrees in the morning, and that spraying is only effective under the appropriate conditions. She stated that residents may contact Mosquito Abatement to request spraying in specific areas and thanked residents for their patience.

Council Member Chatterton – Absent

Council Member Strong – Absent

Mayor Vincent – None

5. **Communications from Staff**

Mr. Davis reminded the Council that the Staff/Council lunch was scheduled for Tuesday, April 28, at 12:00 PM. A Complete Cemetery Cleaning is also coming up on May 7th. All decorations at the cemetery need to be removed before that date.

6. Citizen Comment

Michelle Day – 1800 N, West Point: Addressed the Council regarding the Horizon Junior High recreation facility. She stated that residents deserve clarity about what was promised, what was funded, and what residents are actually receiving. She referenced the interlocal agreement approved by the Council on August 19, 2025, and stated that the agreement provides the City with exclusive use of the gym, indoor track, weight area, and dance studio from 5:30 PM to midnight on school days and all day on weekends and non-school days, with primary use of the facility during the summer. She also referenced the May 6, 2025 bond documents and the June 17, 2025 bond rating discussion, stating that the public was told the project was a community recreation facility and that bond repayment had begun. She stated that residents are now being told the facility will only be open when programs are running and that there is no staffing to support regular facility access. Ms. Day asked the Council to publicly reaffirm whether the City intends to honor the access schedule in the interlocal agreement, direct Staff to present a clear operational and staffing plan, and provide a timeline for regular and predictable resident access.

Mark Montgomery – 4500 West, West Point: Stated that he has lived in the area for 61 years. He expressed concern about the proposed development near 700 South and 4500 West, stating that he believes there is only one way in and out despite references to two access points. He stated that he is concerned about the City's responsibility if a vehicle crashes into his home or if someone is killed on the corner, and that based on his own past experience with a fatal incident, he does not think he could be as forgiving as others have been.

Tash Montgomery – 4500 West, West Point: Regarding the proposed Carlisle and Gardner Ridge developments, stated that he has had to watch his parents be affected by this issue for six years, just waiting for the City to come and take their property. He questioned where in America that is supposed to happen and expressed frustration with the length and impact of the process on his family.

Jennifer Struhs – 700 South, West Point: Addressed the Council regarding both the Carlisle and Sunset Ridge projects. She stated that although the projects are being considered separately, they involve the same developer and the same entry and exit, and she expressed concern that the proposals exceed the International Fire Code by 156%. She stated that court records from September 2025 gave West Point City the rights and responsibilities for 700 South, and that with that responsibility comes a legal and moral obligation to ensure residents are safe. She expressed concern about the proposed road alignment near the Montgomery home, lack of sidewalk on one side, school bus and fire truck access, potential litigation, and whether 700 South should be treated as a major collector road when it is a dead-end road. She asked the Council to table the item until the City Engineer provides a transparent study on how the proposal will impact 4500 West and the safety of the intersection.

7. Consideration of Resolution No. 04-21-2026A, Approving the 2025 Municipal Wastewater Planning Program Annual Report – *Mr. Kasey Gibson*

Mr. Gibson presented the 2025 Municipal Wastewater Planning Program Annual Report. He explained that the annual report is a program established by the Utah Department of Environmental Quality to help cities evaluate and maintain awareness of their wastewater collection and treatment facilities. He thanked the Engineering Department and Finance Department for their assistance in compiling the report.

Mr. Gibson stated that the City has just under 50 miles of sewer pipe and that the financial health of the system remains good. He noted that the report identifies a 30-inch line as the largest diameter pipe in the system and explained that the line may eventually be transferred to North Davis Sewer District. He also reported that the annual manhole inspections were completed by Carson Evans, who found and documented several items that Staff was able to address.

Mr. Gibson reviewed inspection findings, including two known hot spots that were cleaned and continue to be monitored, isolated issues near 4950 West and 5000 West that were resolved through pipe repair and sludge removal, and two previously unmapped manholes that were discovered and added to the City's system. He explained that one inspection located a significant infiltration issue near the 300 North lift station, and that the City hired CNL Water Solutions to repair the issue. The repair substantially reduced water entering the lift station and improved response time.

Mr. Gibson stated that the City continues to map and maintain the sewer system, and that Zane has done a good job keeping the system updated as new subdivisions are installed. He also stated that the City has six certified operators, and that Staff will continue working to update the sewer system safety plan and sewer system management plan. He stated that Staff also plans to continue identifying older concrete pipe that could cause future problems. Staff recommended approval of the resolution.

The Council had no further questions or concerns.

Council Member Swenson motioned to approve Resolution No. 04-21-2026A

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

8. Consideration of Approval of a Site Plan Amendment for the Salt Grass Townhomes – Mr. Bryn MacDonald

Mrs. MacDonald presented the site plan amendment for the Salt Grass Townhomes, located at the corner of 1800 North and 4500 West. She explained that the project is currently under construction on the first phase and was originally approved several years earlier for up to 132 townhome units. Because there were potential wetlands on the west side of the property, the developer initially moved forward with 116 units and removed the units from that area. Since then, the wetlands were determined to be non-jurisdictional, allowing the developer to use that property and request approval to add the remaining units back into the project.

Mrs. MacDonald reviewed the revised plan and stated that the development agreement allows 132 units. She explained that the entrance road has been shifted slightly south and that the applicant added additional visitor parking in response to the Council's discussion at the prior meeting. The revised plan includes two parking areas on the east side and eight additional parking spaces on the west side. She also reviewed the preliminary plan for the 4500 West realignment, which now shows the realignment occurring on the south side of 1800 North rather than through the property as originally anticipated.

Mrs. MacDonald stated that because 4500 West will no longer be realigned through the property, the developer will now be required to install the fence, landscape buffer, park strip, and sidewalk along 4500 West. She reviewed the conditions of approval, including that the interior units of phase two may be built first, but the park must be completed before the outer units are built; the HOA must maintain the stub road on the northeast side of the subdivision until the connection to the Hoel-Nielsen Homes property is completed; a six-foot vinyl fence must be installed along the east property line near the canal; the developer must construct the fence, landscape buffer, park strip, and sidewalk along 4500 West; and the required improvements along 1800 North must be completed as part of phase two.

Council Members asked questions about the improvements along 1800 North, whether the developer would widen the road to the final limit, and what type of fencing would be installed near the 1800 North and 4500 West intersection. Staff discussed the need for any fence to comply with clear-view requirements, particularly because the intersection is expected to be signalized. The Council also confirmed that the added parking shown on the revised plan addressed the concern discussed at the prior meeting.

No further questions or concerns were raised.

Council Member Judd motioned to approve the Site Plan Amendment, subject to the conditions as stated

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

9. Consideration of Resolution No. 04-21-2026B, Approving a Development Agreement Property Located at 4762 W 700 S from A-40 to R-1 (Gardner Sunset Ridge, Applicant) – Mrs. Bryn MacDonald

Mrs. MacDonald presented the development agreement and rezone request for property located on 700 South. She explained that a public hearing had been held at the previous meeting, and the items before the Council now are for further discussion and possible action. The property is currently zoned partially R-1 and partially agricultural, and the applicant is requesting that the remaining property be rezoned to R-1, consistent with the General Plan. The proposed concept plan includes 37 lots at approximately 2.17 units per acre, which is below the 2.2 units per acre allowed in the R-1 zone.

Mrs. MacDonald stated that 700 South has been part of an ongoing discussion and that a recent court ruling found 700 South to be a public right-of-way, which allowed the subdivision process to move forward. She explained that the development agreement does not include exceptions and therefore did not require an additional public hearing. The agreement states that the project may include up to 37 lots, provided that the subdivision meets all code requirements and proceeds through the normal subdivision review process before the Planning Commission. The agreement also includes the concept plan and the City's typical architectural standards, including minimum home sizes, a two-car garage requirement, and exterior material requirements such as brick, stone, or Hardie board.

Mrs. MacDonald reviewed the access discussion and stated that the North Davis Fire District had provided a letter indicating that it would count the access from 700 South as one access point and the future connection through the adjacent Carlisle/Kawaguchi property as a second access point. Based on that letter, the applicant could build 30 lots from the 700 South access but could not complete the remaining lots until the second access through the adjacent subdivision is constructed. Staff explained that the adjacent property has already been rezoned and has submitted a subdivision application for approximately 18 lots, although that number could change.

Staff also discussed the width and classification of 700 South. Mrs. MacDonald stated that the court ruling identifies a 66-foot road, which is consistent with a collector road, and that the developer has agreed to construct the full width of asphalt. Staff stated that the minor collector road standard includes 42 feet of asphalt, with shoulders that allow on-street parking and two travel lanes. Mr. Davis explained that collector roads are intended to collect traffic from local residential roads and that the additional width provides more capacity and allows cars and emergency vehicles more room to pass. He also noted that the exact cross-section near the Montgomery property may need to be modified to fit within the right-of-way, but that the full width of asphalt could be included in the development agreement if the Council approved the item.

The Council discussed whether 700 South should be treated as a single access point, whether more than 30 lots should be allowed before another access to 4500 West is available, and how the fire code should be interpreted. Mr. Davis stated that the Fire Marshal is the official responsible for interpreting the fire code and that the Fire Marshal's letter indicated he was comfortable with two access points off 700 South because of the wider collector road and the potential for future stubs to the north. Council Members discussed examples of other roads or subdivisions in the City, including Island Vista, 700 South, 800 North, and 1300 North, and whether those examples were comparable.

Council Member Yarbrough expressed concern about approving additional development without another way out to 4500 West, especially in the event of an emergency or accident at the 700 South and 4500 West intersection. Mayor Vincent asked whether the 30-lot limit was based on fire safety, traffic, or access, and questioned what would happen if 700 South were blocked by emergency vehicles while another resident needed emergency response. Council Member Judd stated that the Council should also consider how similar situations have been handled elsewhere in the City and whether the same type of single-access issue exists in other subdivisions, including some multifamily developments.

Representatives of the applicant stated that they recognize 700 South is currently a dead-end road and that they have spent significant time working with the Fire Marshal to obtain the approval letter. They stated that the applicant understands that no more than 30 lots may be completed until the required second access is available, and that they have explored other access options. They explained that a future connection to SR-193 requires coordination with other landowners and UDOT, and that UDOT will not allow an earlier connection before reaching SR-193. The applicant also stated that widening 700 South to the collector road standard will improve safety by moving traffic farther away from the existing home and improving the ability to turn and travel along the road. The applicant further stated that they have begun coordinating with Rocky Mountain Power regarding relocation of power poles necessary for the road improvements.

After discussion, the Council indicated that additional information from the Fire Marshal would be helpful before making a decision. Mr. Davis asked whether Staff should invite the Fire Marshal to the next meeting, and the Council indicated that Staff should do so.

Council Members stated that they wanted the Fire Marshal to address the difference between 30 and 37 lots, the reasoning behind the Fire Code limit, and how emergency response would be handled if 700 South were blocked.

Council Member Yarbrough motioned to table Items 9 and 9.1 to allow Staff to obtain additional information and invite the Fire Marshal to attend the next available meeting

Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed

9.1. Consideration of Ordinance No. 04-21-2026A, Approving a Rezone of Property Located at 4762 W 700 S from A-40 to R-1

This item was discussed together with Item 9.

Council Member Yarbrough motioned to table Items 9 and 9.1 to allow Staff to obtain additional information and invite the Fire Marshal to attend the next available meeting

Council Member Judd seconded the motion

In Favor: All

Opposed: None

The Council unanimously tabled Items 9 and 9.1

10. Motion to Adjourn the General Session

Council Member Swenson motioned to adjourn

Council Member Yarbrough seconded the motion

In Favor: All

Opposed: None

The Council unanimously agreed.

APPROVED THIS _____ DAY OF _____, 2026:

BRIAN VINCENT, MAYOR

CASEY ARNOLD, CITY RECORDER