WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
SEPTEMBER 15, 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/85613468611 **» Telephone:** 1(669) 900-6833 – **Meeting ID: 856 1346 8611**

ADMINISTRATIVE SESSION – 6:00 PM
(Open to the Public)

Cancelled*

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. **Consideration of Approval of West Point City Council Meeting Minutes:**
   a. **July 7, 2026** pg. 74 b. **August 4, 2026**
8. **Consideration of Resolution No. 09-15-2026A, Approving the Purchase of One-Half Share of Hooper Irrigation Company Water –** *Mr. Boyd Davis* pg. 4
9. **Consideration of Resolution No. 09-15-2026B, Approving an Agreement with UDOT Exchanging Federal Grant Funds for State Funds for the 300 N Road Project–** *Mr. Boyd Davis* pg. 8
10. **Consideration of Resolution No. 09-15-2026C, Approving an Agreement with UDOT Exchanging Federal Grant Funds for State Funds for the 700 S Road Project–** *Mr. Boyd Davis* pg. 8
11. **Consideration of Resolution No. 09-15-2026D, Approving an Interlocal Transportation Project Reimbursement Agreement with Davis County for the 4000 W Trail –** *Mr. Boyd Davis* pg. 12
12. **Consideration of Approval of a Contract Change Order with Thurgood Excavating for Addition of the 4000 W Trail –** *Mr. Boyd Davis* pg. 27
13. **Consideration of Ordinance No. 09-15-2026A, Adopting the Amended & Updated Impact Fee Facilities Plan, Impact Fee Analyses, and Impact Fee for the Northwest Sanitary Sewer Area –** *Mr. Boyd Davis* pg. 29
    a. **Public Hearing**
    b. **Action**
14. **Motion to Adjourn the General Session**

Posted this 11th day of September, 2026: Casey Arnold
Casey Arnold, City Recorder

I, Casey Arnold, the City Recorder of West Point City, do hereby certify that the above September 15, 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.

Casey Arnold

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: 10/06/2026

Administrative Session – 6:00 pm

1. Strategic Planning Update – Mr. Kyle Laws
2. Discussion Regarding a Boundary Adjustment with Clinton City - Mrs. Bryn MacDonald
3. Discussion Regarding Amendments to Residential Driveway Standards – Mrs. Bryn MacDonald

General Session – 7:00 pm

1. *

Date: 10/20/2026

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. *Consideration of Resolution No. **, Amending the FY27 Fee Schedule for Additional Garbage Can Fee – Mr. Ryan Harvey
    a. **Public Hearing**
    b. Action
2. Consideration of Resolution **, Approving a Boundary Adjustment with Clinton City – Mrs. Bryn MacDonald
3. Consideration of Ordinance No. **, Amending WPCC Section * Regarding Residential Driveway Standards – Mrs. Bryn MacDonald
    a. Public Hearing
    b. Action

Date: 11/03/2026

Cancelled – Election Day

Date: 11/17/2026

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Shawn Read
2. Quarterly Financial Report – Mr. Ryan Harvey

General Session – 7:00 pm

1. *

Date: 12/01/2026

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update

Date: 12/15/2026

Administrative Session – 6:00 pm

1. Discussion Regarding 2027 City Council Meeting Schedule – Ms. Casey Arnold

General Session – 7:00 pm

1. Consideration of Ordinance No. **, Approving the 2027 City Council Meeting Schedule – Ms. Casey Arnold

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WEST POINT CITY

2026 CALENDAR

2026

JANUARY

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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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31						

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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29	30					

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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20	21	22	23	24	25	26
27	28	29	30	31	1	2

IMPORTANT DATES

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 - 7PM
- 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

*AS OF January 1, 2026

CITY COUNCIL STAFF REPORT

Subject: Water Share Purchase
Author: Boyd Davis
Department: Engineering
Date: September 15, 2026

Background

The City recently received an offer to sell one-half share of Hooper Irrigation to the City that could be used for future development of parks or other city-owned properties. If the Council agrees to purchase the share it needs to be formalized in an agreement and approved in a public meeting. The agreement is attached to this report.

Analysis

The seller is offering to sell the ½ share for $20,000. The purchase contract was written by the City Attorney and includes all of the details of the purchase.

Once approved by the City Council, the agreement will be executed, and the share will then be transferred from Hooper Irrigation to West Point City. They will create a new share certificate and deliver it to the City.

As the water will not be used until a park is developed, we would recommend that the water either be put in the rental pool or be allocated to the secondary water system. If it is rented, the City will receive rental income that will be used to cover the annual assessment for the water shares. If it is allocated to the secondary system, then D&W will pay the assessments for the City.

Recommendation

Staff recommends approval of the purchase by resolution.

Significant Impacts

The one-half share will cost $20,000

Attachments

Resolution
Purchase Contract

RESOLUTION NO. 09-15-2026A

A RESOLUTION APPROVING THE PURCHASE OF ONE-HALF SHARE OF HOOPER IRRIGATION COMPANY WATER

WHEREAS, Mr. David Pitcher, an authorized agent of Cleark Creek Development, LLC, owns one-half share of the Hooper Irrigation Company and has offered to sell it to West Point City for the purchase price of $20,000; and

WHEREAS, West Point City intends to purchase the one-half share; and

WHEREAS, The City intends to use the share to provide for the secondary water needs on City-owned property; and

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

1. The Purchase of the water share is hereby approved.
2. Staff is hereby authorized to execute said purchase.
3. The Mayor is hereby authorized to sign the Purchase Agreement.

PASSED AND ADOPTED this 15th day of September, 2026

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

PURCHASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20___, by and between WEST POINT CITY CORPORATION ("City") of 3200 West 300 North, West Point, Utah, and CLEAR CREEK DEVELOPMENT, LLC of 4474 North Heather Meadows Drive, Morgan, Utah 84050.

RECITALS

1. **WHEREAS,** The City desires to purchase water rights in Hooper Irrigation Company.

2. **WHEREAS,** Clear Creek Development, LLC has one-half (0.5) shares of stock in Hooper Irrigation Company which they are willing to sell to the City.

3. **WHEREAS,** The City desires to buy the one-half (0.5) shares from Clear Creek Development, LLC.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the City and Clear Creek Development, LLC hereby agree as follows:

SECTION ONE: INCORPORATION OF RECITALS

The above and foregoing Recitals are incorporated into and are a part of this Agreement.

SECTION TWO: SALE OF SHARES

Clear Creek Development, LLC hereby sells to the City one-half (0.5) shares of stock in Hooper Irrigation Company which shares are represented in Hooper Irrigation Certificate No. 7744.

SECTION THREE: PURCHASE PRICE

The City shall pay Clear Creek Development, LLC the sum of $20,000.00 upon execution of this Agreement.

SECTION FOUR: TRANSFER OF SHARES

Each party shall sign all documents to complete transfer of the shares from Clear Creek Development, LLC to the City as required by Hooper Irrigation Company.

SECTION FIVE: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no agreement between the parties pertaining to sale of the said shares shall be enforceable unless set forth herein.

WHEREFORE, the Parties have executed the Agreement the day and year first above written.

WEST POINT CITY CORPORATION

_____

BRIAN VINCENT, MAYOR

ATTEST:

_____

CASEY ARNOLD, CITY RECORDER

CLEAR CREEK DEVELOPMENT, LLC

_____

DAVID PITCHER, AUTHORIZED AGENT

CITY COUNCIL STAFF REPORT

Subject: 300 N & 700 S Funding Exchange
Author: Boyd Davis
Department: Engineering
Date: September 15, 2026

Background

As you are aware, West Point City received a federal grant for the reconstruction of 300 North from 2000 W to 3000 W. The City also received a federal grant for the widening of 700 S from 4000 W to 4500 W. The federal grants come with several stipulations and cumbersome requirements that make the projects more expensive than what we would normally expect. For this reason, UDOT, who oversees the federal grant program, has been working on a method to exchange or "swap" the federal funds for other state funds that do not come with the same requirements.

UDOT chose these two projects as the best options to exchange because the projects need to be fully funded and able to start within 2 years. These are the only two projects that meet that criteria.

Analysis

UDOT has identified one of their own projects that is being funded by both federal and state dollars. Because it is partially funded by federal money, the entire project is subject to the federal rules and regulations. Therefore, they are willing to swap the state money from their project for the federal money that is identified for our project. By funding our projects with state dollars, the regulations are greatly reduced which in turn will reduce the cost of the project.

The swap does come with a couple of stipulations that should be considered. First, the City's match will change from 6.7% to 10%, however, the match on these projects come from a County grant so the increase will not come from City funds. Second, the funding will be reduced to 75% of the original amount. At first glance this may not seem like a good deal, however, the savings due to the lack of federal regulations will actually make up the difference in cost.

The bulk of the savings will come from not having to comply with Davis Bacon Wages, Buy America requirements on all metal parts and materials on the project, and UDOT oversight costs. We will also be able to bid this out as a city project, rather than a federal project, which could alone save a significant amount of money. A summary of the costs and savings is included below.

300 North Phase 1 (2000 W – 3000 W)

	Existing Grant (federal)	New Grant (state)	Difference	Percent Decrese/Increase
Grant	$ 2,981,216	$ 2,280,630	$ (700,586)	-24%
Match	$ 214,085	$ 253,403	$ 39,318	18%
Total	**$ 3,195,301**	**$ 2,534,034**	**$ (661,268)**	**-21%**

Avoided Costs		
Davis Bacons Wages	10%	$ 298,122
Buy America	5%	$ 149,061
UDOT Oversight	10%	$ 298,122
UDOT Bid	10%	$ 298,122
Total	35%	$ 1,043,426

700 South Phase 2 (4000 W – 4500 W)

	Existing Grant (Federal)	New Grant (State)	Difference	Percent Decrese/Increase
Grant	$ 1,500,000	$ 1,147,500	$ (352,500)	-24%
Match	$ 107,717	$ 127,500	$ 19,783	18%
Total	**$ 1,607,717**	**$ 1,275,000**	**$(332,717)**	-21%

Avoided Costs		
Davis Bacon Wages	10%	$ 150,000
Buy America	5%	$ 75,000
UDOT Oversight	10%	$ 150,000
UDOT Bid	10%	$ 150,000
Total	35%	$ 525,000

As shown above, the grants will be reduced by 24%. However, the estimated cost of the project will be reduced by 35%.

The cooperative agreements as written will require additional matching funds, but will come from the County grant and will not impact city funds.

Recommendation

Staff recommends approval of the cooperative agreements by resolution.

Significant Impacts

None

Attachments

Resolution – 300 N
Resolution – 700 S
Agreements

RESOLUTION NO. 09-15-2026B

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH UDOT EXCHANGING FEDERAL GRANT FUNDS FOR STATE FUNDS FOR THE 300 N ROAD RECONSTRUCTION PROJECT

WHEREAS, West Point City was awarded a federal grant for widening and reconstruction of 300 North from 2000 West to 3000 West; and

WHEREAS, the Utah Department of Transportation oversees the federal grant program; and

WHEREAS, the Utah Department of Transportation has offered to exchange federal funds for state funds; and

WHEREAS, The City Council is agreeable to the exchange.

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

1. The City Council approves and accepts the cooperative agreement, attached hereto, and authorizes the mayor to execute said agreement

PASSED AND ADOPTED this 15th day of September, 2026.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

RESOLUTION NO. 09-15-2026C

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH UDOT EXCHANGING FEDERAL GRANT FUNDS FOR STATE FUNDS FOR THE 700 S ROAD RECONSTRUCTION PROJECT

WHEREAS, West Point City was awarded a federal grant for widening and reconstruction of 700 South from 4000 West to 4500 West; and

WHEREAS, the Utah Department of Transportation oversees the federal grant program; and

WHEREAS, the Utah Department of Transportation has offered to exchange federal funds for state funds; and

WHEREAS, The City Council is agreeable to the exchange.

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

1. The City Council approves and accepts the cooperative agreement, attached hereto, and authorizes the mayor to execute said agreement

PASSED AND ADOPTED this 15th day of September, 2026.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT

Subject: Change Order – 4000 West Trail
Author: Boyd Davis
Department: Engineering
Date: September 15, 2026

Background

Last month we showed the Council a plan to install a trail on top of the newly installed storm drain at 4000 W between 1300 N and 1800 N. The County has now prepared an agreement to provide the funding for the trail. This trail project was initiated by the County and they have agreed to provide the full funding. The agreement, that is attached to this report, requires City Council approval.

Analysis

It is proposed to have the trail built by our contractor, Thurgood Excavating, who is currently installing the storm drain pipe. This would be done as a change order to their existing contract and gives us the opportunity to save cost by having them complete the work while they are still on site. The County has also seen this as an opportunity to save cost and to complete the trail quickly, even before the West Davis Highway is completed. The cost of the change order will be as follows:

Current Contract	Change Order	New Contract Amount
$ 2,218,087.00	**$ 279,836.00**	$ 2,497,923.00

The agreement with Davis County states that they will pay 80% up to $280,000. That means the City must provide $70,000 in matching funds to obtain the full amount. The City will provide that match through the other contract costs that are considered prep-work for the trail. We can also count the design costs as part of the match. We should easily meet the matching requirements. It should also be noted that UDOT is providing $500k in funding for the project.

Recommendation

Staff recommends approval of the agreement by resolution.

Significant Impacts

None

Attachments

Resolution – Davis County
Agreement
Map

RESOLUTION NO. 09-15-2026D

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN WEST POINT CITYAND DAVIS COUNTY

WHEREAS, West Point City is currently constructing a storm drain at 4000 W between 1300 N and 1800 N; and

WHEREAS, the City desires to add the construction of a shared use trail/patch to the project that will follow the storm drain alignment; and

WHEREAS, the City has requested funding from Davis County through the 4th Quarter Transportation Funding Program; and

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

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

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

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

PASSED AND ADOPTED this 15th Day of September, 2026.

WEST POINT CITY,
A Municipal Corporation

By:_____
Brian Vincent, Mayor

ATTEST:

_____
Casey Arnold, City Recorder

INTERLOCAL COOPERATION AGREEMENT FOR HIGHWAYS OR PUBLIC TRANSIT PROJECT REIMBURSEMENT
(Fourth .25% County Option Sales and Use Tax for Highways or Public Transit)

This Interlocal Cooperation Agreement for Highways or Public Transit Project Reimbursement (this "Agreement") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the "County"), and West Point City, a municipal corporation of the State of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement or may be solely referred to as a "Party" in this Agreement.

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

WHEREAS, Utah Code Section 59-12-2219 ("Section 59-12-2219") provides the legislative body of Davis County, Utah an opportunity to expend revenue generated from local option sales and use tax for the purposes set forth in Utah Code Section 59-12-2212.2 ("Section 59-12-2212.2"); and

WHEREAS, the City desires to commence and complete a project that satisfies the provisions of Section 59-12-2212.2 and the provisions of this Agreement, including, but not limited to, the Highways or Public Transit Proposal attached to this Agreement as Attachment 1 and incorporated into this Agreement by this reference (the "Project") and the Project Cost Estimate attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference; and

WHEREAS, the City desires to be reimbursed, in part, by the County for expenses incurred to complete the Project pursuant to the provisions of this Agreement; and

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

The Parties therefore agree as follows:

1. **Purpose**. The purpose of this Agreement is to memorialize an agreement between the Parties for the commencement and completion of the Project, which satisfies the provisions of Section 59-12-2212.2 as well as the provisions of this Agreement.

2. **The City's Duties, Obligations, or Responsibilities**.
   2.1. The City shall commence and complete all material aspects of the Project on or before December 31, 2028.
   2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
   2.3. The City shall be solely responsible for operating and maintaining the Project, including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
   2.4. The City shall ensure that the Project complies with the American Public Works Association ("APWA") standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

3. **The County's Duties, Obligations, or Responsibilities**. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project not to exceed $280,000.00, only upon all of the following being satisfied by the City:
   3.1. The City commences and completes all material aspects of the Project on or before December 31, 2028; and

3.2. The City notifies the County of its completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

4. **Progress Payments Authorized**. The City may provide reimbursement requests to the County, no more frequently then quarterly, for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City's reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed $280,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.

5. **Effective Date of this Agreement**. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

6. **Term of Agreement**. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall terminate 5 years from the Effective Date of this Agreement (the "Term"), subject to the termination and other provisions set forth in this Agreement.

7. **Termination of Agreement**. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

7.1. The mutual written agreement of the Parties;
7.2. By either Party:

7.2.1. After any material breach of this Agreement, subject to Subsection 7.2.2. of this Agreement; and
7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, or regulation.

8. **Indemnification; Hold Harmless**. The City shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to a material breach of this Agreement by the City or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party caused those Indemnifiable Losses. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.

9. **Notices**. All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their

respective addresses set forth below (or to such other address(es) as may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

To the City:	To the County:	With a Copy to:
West Point City Attn: Public Works Director 3200 West 300 North West Point, UT 84015	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

10. **Damages**. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

11. **Governmental Immunity**. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.

12. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.

13. **Interlocal Agreement Provisions**. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

14. **Assignment Restricted**. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

15. **Waiver**. A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

16. **Entire Agreement**. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.

17. **Inconsistencies**. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.

18. **Amendment**. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

19. **Governing Law; Exclusive Jurisdiction**. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

20. **Severability**. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

21. **Counterparts**. This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

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

DAVIS COUNTY	WEST POINT CITY
_____ Bob J Stevenson Chair, Davis County Board of Commissioners Dated: _____	_____ Print Name: _____ Print Title: _____ Dated: _____
ATTEST:	ATTEST:
_____ Brian McKenzie Davis County Clerk Dated: _____	_____ Print Name: _____ Title: _____ Dated: _____
REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:	REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Authorized Attorney for Davis County	_____ Authorized Attorney for West Point City

Attachment 1

Highways or Public Transit Proposal (7 Pages)

West Point City
3200 West 300 North
West Point, UT 84015
PH: 801-776-0970
FAX: 801-525-9150
www.westpointutah.gov

August 6, 2026

Davis County Planning
Attn: Jeff Oyler, Director
61 South Main Street
Farmington, UT 84025
RE: 4000 West Trail Funding Request

Dear Mr. Oyler,

We sincerely appreciate the opportunity to submit this request for funding for the proposed 4000 West Trail project.

As you know, the concept for this trail originated during the UDOT Regional Trail meetings held in conjunction with the West Davis Highway project. Throughout those discussions, UDOT and Davis County expressed a strong desire to construct a trail along the east side of the highway that would connect with the region's existing trail network. The project gained additional momentum when it became clear that the trail could be constructed concurrently with another infrastructure project occurring along the same corridor.

West Point City is currently installing an underground storm drain pipeline from 1300 North to approximately 2000 North, parallel to the West Davis Highway. The construction corridor created for the pipeline provides an ideal alignment for the proposed trail. In addition to providing an important recreational and transportation connection, the trail will also serve as long-term access for maintenance of the storm drain system, creating a practical and cost-effective dual-purpose improvement.

Enclosed are the proposed trail plans along with the contractor's pricing for the additional work. Our intent is to complete the trail through a change order to the existing construction contract while the contractor is already mobilized on site. By coordinating the projects in this manner, we can avoid significant mobilization costs and construct the trail at a substantially lower cost than would be possible as a standalone project.

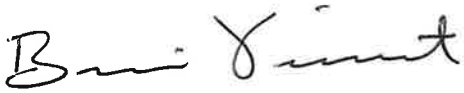
To make this project possible, West Point City is requesting financial assistance through Davis County's Proposition 1 Transportation Funding Program. As outlined below, the City is requesting 80% of the total project cost ($279,831) from the County's Prop 1 funds. West Point City will provide the remaining 20% ($70,000) through engineering and construction management services. This cost-sharing approach demonstrates the City's commitment to the project while leveraging County funding to maximize the value of this unique opportunity.

Project Element	Cost	Percentage	Source
Construction (see contractor's bid)	$280,000.00	80%	County Prop 1
Engineering	$ 35,000.00	10%	City
Construction Management	$ 35,000.00	10%	City
Total	$350,000.00	100%	

We respectfully request funding for this project through the Proposition 1 Transportation Funding Program. We greatly appreciate Davis County's continued support of regional trail projects and its commitment to improving transportation and recreational opportunities for our residents. West Point City looks forward to partnering with the County to make this important regional trail connection a reality.

Thank you for your consideration. We appreciate your time and look forward to the opportunity to work together on this project.

Sincerely,



Mayor Brian Vincent

Highways or Public Transit Proposal

Submitted by: Mayor Vincent, c/o Boyd Davis

West Point City

Project Title: 4000 West Trail

Project Location: 1300 West to Clinton Canal Trail

Facility Length: 0.86 mi

Jurisdiction: ☑ State Owned ☑ Locally Owned ☐ Multiple *(please list)*

UDOT ROW in West Point

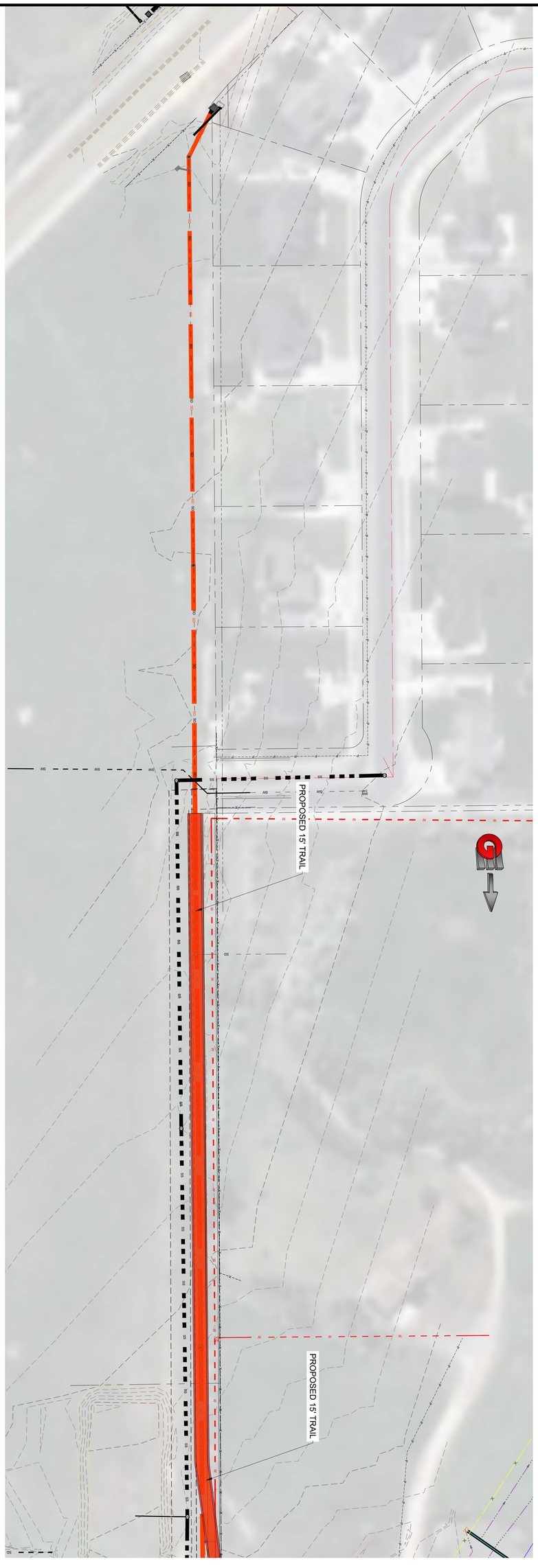
Project Description: *(attach plans, maps, illustrations and/or other supporting documents)*

Construct 15' asphalt trail to connect the Emigrant Trail to the Clinton Canal Trail.

Total Estimated Project Cost: *(attach detailed estimate)*	$ 350,000.00
Local Funds Committed:	$ 35,000.00
3rd Party Funds Committed:	$
In Kind Donations: *(dollar value)*	$
Other Contributions:	$ 35,000.00
Davis County Funding Request:	$ 280,000.00

Proposed 4000 West Trail, West Point City





CE2-07

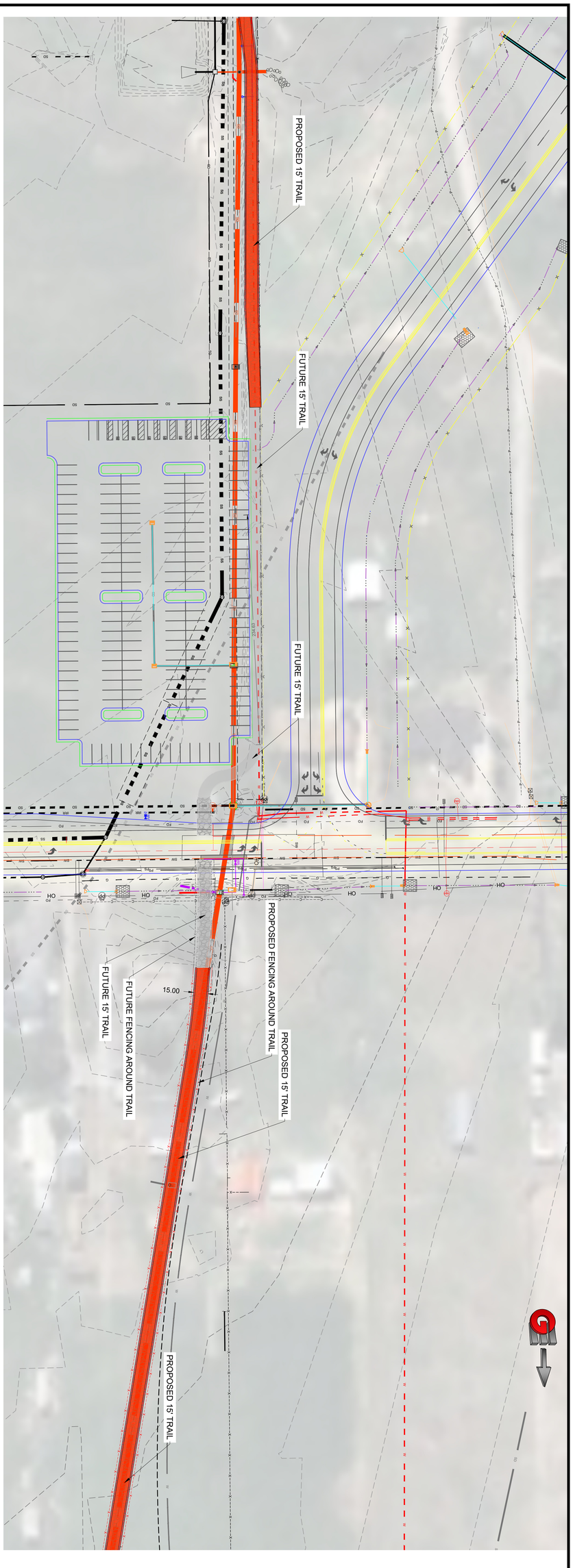
GARDNER ENGINEERING
CIVIL ▪ LAND PLANNING
MUNICIPAL ▪ LAND SURVEYING
1580 W 2100S., WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

TRAIL PLAN AND PROFILE
STORM DRAIN TRUNK LINE
4000 WEST 1800 NORTH
WEST POINT CITY, DAVIS COUNTY, UTAH

PROFESSIONAL ENGINEER
No. 4859845
TYLER M. NELSON
Licensed
STATE OF UTAH

REVISIONS	
DATE	DESCRIPTION

SCALE: 1" = 50'
DATE: 1/15/2026
DESIGN: WJS
DRAWN: WJS
CHECKED: TMN
DWG.:



CE2-08

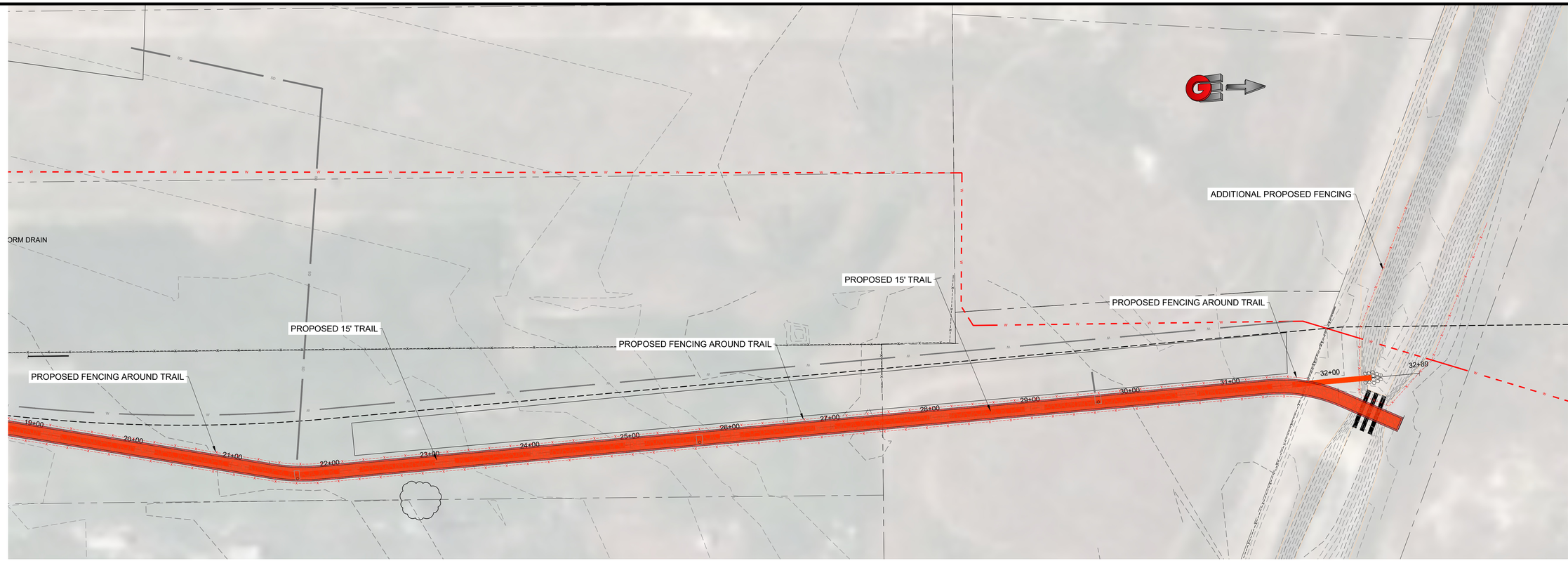
GARDNER ENGINEERING
CIVIL ■ LAND PLANNING
MUNICIPAL ■ LAND SURVEYING
1580 W 2100S., WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

TRAIL PLAN AND PROFILE
STORM DRAIN TRUNK LINE
4000 WEST 1800 NORTH
WEST POINT CITY, DAVIS COUNTY, UTAH

PROFESSIONAL ENGINEER — No. 4859846 — TYLER M. NELSON — Licensed — STATE OF UTAH

REVISIONS	
DATE	DESCRIPTION

SCALE: 1" = 50'
DATE: 1/15/2026
DESIGN: WJS
DRAWN: WJS
CHECKED: TMN
DWG.:



SCALE: #######
DATE: 1/15/2026
DESIGN: W.JS
DRAWN: W.JS
CHECKED: TWH

REVISIONS

DATE	DESCRIPTION

DWG:

PROFESSIONAL STRUCTURAL ENGINEER
1/15/2026
No. 4859845
TYLER M. NIELSON
LICENSED
STATE OF UTAH

TRAIL PLAN AND PROFILE
STORM DRAIN TRUNK LINE
4000 WEST 1800 NORTH
WEST POINT CITY, DAVIS COUNTY, UTAH

GARDNER ENGINEERING
CIVIL ■ LAND PLANNING
MUNICIPAL ■ LAND SURVEYING
1580 W 2100 S, WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

CE2-09

Attachment 2

Project Cost Estimate (1 Page)

2381 W 1200 N
Clinton, UT 84015
Phone (801) 776-3601
Jed Rhead
jed@thurgoodexcavating.com

Job #	2607
CO#	1
Page	1
Date	6/9/26

Purchaser: West Point City
Address: 3200 W 300 N
West Point, UT 84015

Project: West Point City SD Trunk Line
Location: 4000 W 1800 N
West Point, UT 84015

CHANGE ORDER REQUEST

Item	Description	Quantity	Unit	Unit Price	Extended Price
	ASPHALT TRAIL				
1	Furnish & Install 10" Road Base 15' Wide	3076	TN	$52.00	**$159,952.00**
2	Furnish & Install 3" Asphalt 3/8" 58-28 15% RAP HMA	763	TN	$124.00	**$94,612.00**
3	Furnish & Install 4 Wire Field Fence	3744	LF	$6.75	**$25,272.00**
				TOTAL	**$279,836.00**

CONTRACT PRICE:

Original Contract Price	**$2,218,087.00**
Net Change by Previous Change Orders	**$0.00**
Net Change by This Change Order	**$279,836.00**
New Contract Amount	**$2,497,923.00**

CONTRACT TIME:

The Contract Time Will be Increased by xx Days

Thurgood Excavating, Inc. **Approved:**

By: _____ *By:* _____
Date: _____ *Date:* _____

Clinton Trail

Proposed Trail

Park & Ride/
Trail Head

West Davis Hwy

Emmigrant Trail

CITY COUNCIL STAFF REPORT

Subject: Sewer Impact Fee Amendments
Author: Boyd Davis
Department: Engineering
Date: September 15, 2026

Background

Staff has been working on an amendment to the impact fee facilities plans (IFFP) for the sanitary sewer system in the recently annexed area ("Northwest Sanitary Sewer Area"). We have worked closely with Bowen Collins & Associates (BCA), our consulting engineering firm, to complete the impact fee analysis.

Analysis

The current impact fee is $5,200 and was established in November 2021. The fee only applies to the area that is served by the sewer expansion project and the funds collected can only be used in that service area. A map of the service area is attached to this report. To date, the only impact fees that have been collected in the area have come from the Salt Grass development.

The current impact fee was established before the sewer expansion project began and before funding from the SLFRF program was received. Once those funds were received, it was known that the impact fee would need to be adjusted to account for the grant funding as it was assumed the entire area would be funded solely through impact fees. Now that the sewer expansion project is nearing completion, we have a much better idea of what remaining areas will need to be funded through impact fees and can calculate a more accurate fee.

The map also shows the projects that are included in the impact fee analysis. The new fee has been calculated by BCA as follows:

Current Fee:	*Proposed Fee:*
$5,200	*$1,691*

Before enacting the impact fee ordinance, the State Code requires the following:

1. Publish notice of public hearing on the State Website.
2. Make a copy of the report available to the public.
3. Obtain a written certification from the consultant.
4. Make a copy of the ordinance available to the public.
5. Hold a public hearing.
6. Adopt the impact fee ordinance.

Steps 1-4 are complete and we are now ready to hold the public hearing and consider action on the ordinance.

Recommendation

Staff recommends approval of the impact fee, analyses, and facilities plan by ordinance.

Significant Impacts

The impact fee will decrease from $5,200 to $1,691 per ERC.

Attachments

Ordinance
IFFP/IFA

ORDINANCE NO. 09-15-2026A

AN ORDINANCE ADOPTING AN AMENDED AND UPDATED IMPACT FEE FACILITIES PLANS AND IMPACT FEE ANALYSES FOR THE NORTHWEST SANITARY SEWER AREA; ADOPTING AMENDED AND UPDATED IMPACT FEES FOR SAID FACILITIES; ESTABLISHING CERTAIN POLICIES RELATED TO IMPACT FEES; ESTABLISHING SERVICE AREAS; AND/OR OTHER RELATED MATTERS

WHEREAS, West Point City (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code Annotated, as amended ("Impact Fees Act" or "Act"), to impose Impact Fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to growth activity; and

WHEREAS, the City has historically assessed Impact Fees as a condition precedent to development approval in order to assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, the City properly noticed its intent to prepare the Impact Fee Facilities Plans ("IFFPs") and Impact Fee Analyses ("IFAs") for public facilities as defined in the Act, including Sewer; and

WHEREAS, the City has completed IFFPs and IFAs for Sanitary Sewer Facilities which meet the requirements of State Law and City Ordinance; and

WHEREAS, the City and consultants retained by the City have reviewed and evaluated the land within the City boundaries and areas outside the boundaries that will be served by the City's system and have determined the Service Area to be as follows:

- The Northwest Service Area for the Sanitary Sewer Impact Fee Analysis as depicted in **Exhibit A**, which is attached hereto and incorporated by this reference.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT CITY, UTAH AS FOLLOWS:

SECTION 1. PURPOSE

This Impact Fee Ordinance establishes the City's Impact Fee policies and procedures and conforms to the requirements of the Utah Impact Fees Act, U.C.A § 11-36a ("the Act"). This Ordinance supersedes any prior Resolutions and Ordinances related to Sanitary Sewer Facilities Impact Fees within their respective Service Area; provides a schedule of Impact Fees for differing types of land-use development, and sets forth direction for challenging, modifying and appealing Impact Fees.

SECTION 2. DEFINITIONS

Words and phrases that are defined in the Act shall have the same definition in this Impact Fee Ordinance. For purposes of this Ordinance, the following words and phrases shall have the following meanings:

1. "Impact Fee Facilities Plan" or "IFFP" means the City's Impact Fee Facilities Plans required by Section 11-36a-301 of the Act, which have been prepared in accordance with the Act and are to be adopted by passage of this Ordinance. The Impact Fee Facilities Plans are attached hereto as a part of Exhibit A and incorporated into this Ordinance by this reference.
2. "Development Activity" means any construction or expansion of building, structure or use, any change in use of building or structure, or any change in the use of land located within the Service Area that creates additional demand and need for Public Facilities.
3. "Development Approval" means any written authorization from the City that authorizes the commencement of Development Activity.
4. "City" means West Point City, a political subdivision of the State of Utah.
5. "Impact Fee" means a payment of money imposed upon Development Activity as a condition of development approval to mitigate the impact of the development on public infrastructure. "Impact Fee" includes development Impact Fees, but is not a tax, a special assessment, a hookup fee, a building permit fee, a fee for project improvements, or other reasonable permit or application fees.
6. "Impact Fee Analysis" or "IFA" means the City's written analysis required by Section 11-36a-303 of the Act. The Impact Fee Analyses are attached hereto as a part of Exhibit A and incorporated into this Ordinance by this reference.
7. "Project Improvements" shall have the same meaning as Utah Code Annotated § 11-36a-102(14) and includes but is not limited to site improvements and facilities that are planned and designed to provide service for development resulting from a Development Activity and are necessary for the use and convenience of the occupants or users of said Development Activity. "Project Improvements" do not include "System Improvements" as defined below.
8. "Proportionate Share" shall have the same meaning as Utah Code Annotated § 11-36a-102(15) and includes the cost of public facility improvements that is roughly proportionate and reasonably related to the service demands and needs of a Development Activity.
9. "Public Facilities" shall have the same meaning as Utah Code Annotated § 11-36a-102(16) and includes Sanitary Sewer Facilities and related infrastructure improvements of the City for the City-Wide Service Area.
10. "Service Area" refers to a geographic area designated by the City based on sound planning and engineering principles in which a defined set of the City's public facilities provides service. The Service Area for this impact fee analysis includes the Northwest Service Area as depicted in Exhibit A, which is attached hereto and incorporated by this reference.
11. "System Improvements" shall have the same meaning as Utah Code Annotated § 11-36a-102(21) and includes both existing Public Facilities designed to provide services within the Service Area and to future Public Facilities identified in the IFFP that are intended to provide service to the Service Area. "System Improvements" do not include "Project Improvements" as

defined above.

SECTION 3. WRITTEN IMPACT FEE ANALYSIS

1. Executive Summary. A summary of the IFA designed to be understood by a lay person (the "Executive Summary") is included in the attached **Exhibit A** and demonstrates the need for Impact Fees to be assessed on Development Activity. The Executive Summary has been available for public inspection at least ten (10) days prior to the adoption of this Ordinance.
2. Impact Fee Analysis. The City has commissioned the IFFPs and IFAs which identify the impacts upon Public Facilities required by anticipated Development Activity and the anticipated impacts on System Improvements required by anticipated Development Activity to maintain the established level of service for each Public Facility, demonstrate how such anticipated impacts are reasonably related to the anticipated Development Activity, estimate the proportionate share of the costs of impacts on System Improvements that are reasonably related to the Development Activity, and identify how the Impact Fees are calculated. Copies of the IFFPs and IFAs, as presented in **Exhibit A** hereto, have been available for public inspection at least ten (10) days prior to the adoption of this Ordinance.
3. Proportionate Share Analysis. In connection with the IFFPs and IFAs, the City has prepared a Proportionate Share analysis which analyzes whether or not the proportionate share of the costs of Public Facilities is reasonably related to the service demands and needs related to new Development Activity. The Proportionate Share analysis identifies, as applicable: (a) the costs of each existing Public Facility that has excess capacity to serve the anticipated development resulting from new Development Activity; (b) the cost of System Improvements for each Public Facility; (c) the manner of financing for each Public Facility (such as user charges, special assessments, bonded indebtedness, general taxes or funded grants) other than impact fees; (d) the relative extent to which Development Activity will contribute to financing the excess capacity of and System Improvements for each existing Public Facility by such means as user charges, special assessments or payment from the proceeds of general taxes; (e) the relative extent to which Development Activity will contribute to the cost of existing Public Facilities and System Improvements in the future; (f) the extent to which Development Activity is entitled to a credit against the Impact Fees because the Development Activity will dedicate System Improvements or Public Facilities that will offset the demand for System Improvements, inside or outside the proposed development; (g) any extraordinary costs in servicing the newly developed properties; and (h) the time-price differential inherent in fair comparisons of amounts paid at different times. A copy of the Proportionate Share analysis is included in the IFAs, which is included in **Exhibit A** and has been available for public inspection at least ten (10) days prior to the adoption of this Ordinance.

SECTION 4. IMPACT FEE FACILITIES PLAN

1. Impact Fee Facilities Plan. The City has developed the IFFPs which identify the existing levels of service, establish proposed levels of service, identify excess capacity to accommodate future growth at the proposed levels of service, identify demands placed upon existing Public Facilities by new development activity at the proposed levels of service, and identify the means by which the City will meet those growth demands. The City has chosen to use a planning

horizon of six to ten years in preparing the IFFPs. The City has considered all revenue sources to finance the impacts on System Improvements, including grants, bonds, interfund loans, Impact Fees and anticipated dedication of System Improvements. The City's plan for financing System Improvements establishes that Impact Fees are necessary to maintain a proposed level of service that complies with Subsection 11-36a-302(1)(b) or 11-36a-302(1)(c) of the Act. The IFFPs have been prepared based on reasonable growth assumptions for the Service Area, and analyze the general demand characteristics of current and future users of the systems. Furthermore, the IFFPs identify the impact on System Improvements created by Development Activity and estimate the Proportionate Share of the costs of impacts on System Improvements that are reasonably related to new Development Activity. Said IFFPs are included in **Exhibit A** and are incorporated into this Ordinance by this reference.

SECTION 5. IMPACT FEE CALCULATIONS

1. Ordinance Enacting Impact Fees. The City Council will, by this Ordinance, approve Impact Fees in accordance with the IFFPs and IFAs.

    a. Elements. In calculating the Impact Fees, the City has based all amounts on realistic estimates and the assumptions underlying those estimates are disclosed in the IFA, and the City has included the construction costs, land acquisition costs, costs of improvements, fees for planning, surveying, and engineering services provided for and directly related to the construction of System Improvements, and outstanding or future debt service charges if the City might use Impact Fees as a revenue stream to pay principal and interest on bonds or other obligations to finance the cost of System Improvements.

    b. Notice and Hearing. In conjunction with the approval of this Ordinance, the City held a public hearing on September 15, 2026, gave public notice of the IFFPs and IFAs, said hearing and the City's intent to adopt this Ordinance at least ten (10) days before the date of said hearing by posting notice in at least three public places within the City, publishing notice in newspapers of general circulation in the City and on the Utah Public Notice Website, made a copy of this Ordinance, the IFFPs, the IFAs and the Executive Summaries available to the public on the City's website and at the City's offices, and placed copies of the IFFPs and Executive Summaries in each public library within the City, all in conformity with the requirements of Utah Code Annotated 11-36a-502. After the public hearing, the City Council adopted this Impact Fee Ordinance as presented herein.

    c. Contents of the Ordinance. The Ordinance adopting or modifying an Impact Fee contains such detail and elements as deemed appropriate by the City Council, including designation of the Service Area within which the Impact Fee is to be calculated and imposed. The Ordinance herein includes (i) a schedule of Impact Fees to be imposed, and (ii) the formula to be used by the City in calculating Impact Fees.

    d. Adjustments. The standard Impact Fee may be adjusted at the time the fee is assessed in response to unusual circumstances, to fairly allocate costs associated with impacts created by a Development Activity or project, or due to a request for a prompt and

individualized impact fee review for the development activity of the state or a school district or charter school and an offset or credit for Public Facilities for which an impact fee has been or will be collected. The standard Impact Fee may also be adjusted to ensure that Impact Fees are imposed fairly for Development Activities attributable to low income housing or other development activities with broad public purposes. The Impact Fee assessed to a particular development may also be adjusted should the developer supply sufficient written studies and data to the City showing a discrepancy between the fee being assessed and the actual impact on the system.

e. Previously Incurred Costs. To the extent that new growth and Development Activity will be served by previously constructed improvements, the Impact Fee may include Public Facility costs and outstanding bond costs related to improvements previously incurred by the City. These costs may include all projects included in the IFFPs which are under construction or completed but have not been utilized to their capacity, as evidenced by outstanding debt obligations. Any future debt obligations determined to be necessitated by growth activity may also be included to offset the costs of future capital projects.

2. Developer Credits. Development Activity may be allowed a credit against Impact Fees for any dedication of land for a System Improvement, any building and dedication of some or all of a System Improvement, any dedication of a Public Facility that the City and the developer agree will reduce the need for a System Improvement, or a dedication of land for, improvement to or new construction of any System Improvement by the developer if the facilities are System Improvements or are dedicated to the public and offset the need for an identified System Improvement.

3. Impact Fees Accounting. The City will establish a separate interest-bearing ledger account for each type of Public Facility for which an Impact Fee is collected, deposit all Impact Fees in the appropriate ledger account, retain the interest earned on each account in the ledger account, and otherwise conform to the accounting requirements provided in the Impact Fees Act. Impact Fees collected prior to the effective date of this Ordinance need not meet the requirements of this section.

   a. Reporting. At the end of each fiscal year, the City shall prepare a report pursuant to Utah Code Ann. § 11-36a-601.

   b. Impact Fee Expenditures. The City may expend Impact Fees pursuant to Utah Code Ann. § 11-36-602 only for System Improvements that are (i) identified in the IFFPs and (ii) for the specific Public Facility type for which the fee was collected.

   c. Time of Expenditure. Impact Fees collected pursuant to the requirements of this Ordinance are to be expended, dedicated or encumbered for a permissible use within six years of the receipt of those funds by the City, unless the City identifies in writing an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended. Impact Fees will be expended on a First-In First-Out ("FIFO") basis, with the first funds received deemed to be the first funds expended.

4. Refunds. In accordance with Utah Code Annotated § 11-36a-603, the City shall refund any Impact Fees paid by a developer, plus interest actually earned, when (i) the developer does not proceed with the Development Activity and files a written request for a refund; (ii) the fees have

not been spent or encumbered within the "Time of Expenditure" as defined herein; and (iii) no impact has resulted. An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including, but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based in whole or in part upon the developer's planned Development Activity even though that capacity may, at some future time, be utilized by another development.

5. Other Impact Fees. To the extent allowed by law, the City Council may negotiate or otherwise impose Impact Fees and other fees different from those currently charged. Those charges may, at the discretion of the City Council, include but not be limited to reductions or increases in Impact Fees, all or part of which may be reimbursed to the developer who installed improvements that service the land to be connected with the City's system.

6. Additional Fees and Costs. The Impact Fees authorized hereby are separate from and in addition to user fees and other charges lawfully imposed by the City and other fees and costs that may not be included as itemized component parts of the Impact Fee Schedule. In charging any such fees as a condition of development approval, the City recognizes that the fees must be a reasonable charge for the service provided.

7. Fees Effective at Time of Payment. Unless the City is otherwise bound by a contractual requirement, the Impact Fee shall be determined from the fee schedule in effect at the time of payment in accordance with the provisions of Section 6 below.

8. Imposition of Additional Fee or Refund after Development. Should any developer undertake Development Activities such that the ultimate density or other impact of the Development Activity is not revealed to the City either through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the Impact Fee is not initially charged against all units or the total density within the development, the City shall be entitled to recover the total Impact Fee pursuant the IFFPs and IFAs from the developer or other appropriate person covering the density for which an Impact Fee was not previously paid.

SECTION 6. IMPACT FEE SCHEDULES

1. Maximum Supportable Impact Fees. The fee schedules included in the IFFPs and IFAs indicates the maximum Impact Fee set forth in **Exhibit A** which the City may impose on development within the defined Service Area and is based upon general demand characteristics and potential demand that can be created by each class of user. The City approved adopting the Northwest Sanitary Sewer Impact Fee at the maximum fee set forth in **Exhibit A**. The City reserves the right under the Impact Fees Act to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed. Formulas that can be used to calculate this adjusted fee are set forth in **Exhibit A**.

2. Fee Adoption. The City hereby adopts the following as the Impact Fees in the Service Area:

NORTHWEST SEWER IMPACT FEE SCHEDULE

Table ES-1
Impact Fee Calculation per ERU – West Point City Service Area

System Components	Total Cost of Component	% Serving 10-year Growth	Cost Serving 10-year Growth	10-year ERUs Served	Cost Per ERU
Collection Facilities					
10-Year Projects	$2,388,212	49.1%	$1,171,760	719	$1,629.71
10-Year Project Interest Costs	$0		$0	719	$0.00
Credit for User Fees Paid Toward Existing	N/A				N/A
Subtotal	$2,388,212		$1,171,760		$1,629.71
Studies					
All Studies	$83,500	53.1%	$44,320	719	$61.64
TOTAL	$2,471,712		$1,216,080		$1,691.35

SECTION 7. FEE EXCEPTIONS AND ADJUSTMENTS

1. Waiver for "Public Purpose". The City Council may, on a project by project basis, authorize exceptions or adjustments to the Impact Fees due from development for those projects the City Council determines to be of such benefit to the community as a whole to justify the exception or adjustment. Such projects may include facilities being funded by the state, school districts, charter schools, low income housing projects, or facilities of a temporary nature. The City Council may elect to waive or adjust Impact Fees in consideration of economic benefits to be received from the Development Activity.
2. Procedures. Applications for exceptions or adjustments are to be filed in writing with the City at the time the applicant first requests the extension of service to the applicant's development or property.

SECTION 8. APPEAL PROCEDURE

1. Subject to the time limitations as provided in Utah Code § 11-36a-702, any person or entity that has paid an Impact Fee pursuant to this Ordinance may challenge the Impact Fee as provided in Utah Code Ann. § 11-36a-701 et seq., by filing:
    a. A written administrative appeal to the City, setting forth the name of the person or entity challenging the impact fee or fees, the specific impact fee or fees challenged, evidence that the impact fee or fees challenged have been paid by the person or entity, and alleged grounds for such challenge. A written administrative appeal containing the information set forth herein and filed with the City Recorder shall constitute the necessary document for filing an administrative appeal as provided in Utah Code Ann. § 11-36a-703(2)(a). An administrative appeal shall be considered and decided by the City Council within thirty (30) days after the day on which the appeal is filed;
    b. A request for arbitration as provided in Utah Code Ann. § 11-36a-705; or
    c. An action in district court.

SECTION 9. MISCELLANEOUS

1. Severability. If any section, subsection, paragraph, clause or phrase of this Impact Fee Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Impact Fee Ordinance, which shall remain in full force and effect, and for this purpose, the provisions of this Impact Fee Ordinance are declared to be severable.
2. Interpretation. This Impact Fee Ordinance has been divided into sections, subsections, paragraphs and clauses for convenience only and the interpretation of this Impact Fee Ordinance shall not be affected by such division or by any heading contained herein.
3. Effective Date. Except as otherwise specifically provided herein, this Impact Fee Ordinance shall not repeal, modify or affect any Impact Fee of the City in existence as of the effective date of this Ordinance, other than those expressly referenced in Section 1 above. All Impact Fees established, including amendments and modifications to previously existing Impact Fees, after the effective date of this Ordinance shall comply with the requirements of this Ordinance. This Ordinance shall take effect ninety (90) days after the day on which it is approved by the City Council.

ADOPTED AND APPROVED this 15th day of September, 2026.

WEST POINT CITY:

_____
By: Brian Vincent, Mayor

[Seal]

ATTEST:

_____
By: Casey Arnold, City Recorder

Voting

Jerry Chatterton	Yea___Nay __
Annette Judd	Yea___Nay __
Michelle Swenson	Yea___Nay __
Trent Yarbrough	Yea___Nay __
Jeremy Strong	Yea___Nay __

Deposited in the office of the City Recorder this_____day of_____2026.

Recorded this_____day of_____2026.

EXHIBIT A
IMPACT FEE FACILITIES PLANS & IMPACT FEE ANALYSES



PREPARED FOR:

PREPARED BY:

BOWEN COLLINS & ASSOCIATES

WEST POINT CITY

SEWER IMPACT FEE FACILITIES PLAN and IMPACT FEE ANALYSIS

JULY 2026

SEWER IMPACT FEE FACILITIES PLAN

JULY 2026

Prepared for:

Prepared by:

TABLE OF CONTENTS

EXECUTIVE SUMMARY SEWER IMPACT FEE FACILITIES PLAN ES-1
Why Is An IFFP Needed ES-1
Projected Future Growth ES-1
Level Of Service ES-2
Existing Capacity Available to Serve Future Growth ES-3
Required System Improvements ES-3
IMPACT FEE FACILITIES PLAN (SEWER) 1
Introduction 1
Service Area 1
Impact Fee Facility Plan Components 1
Existing Level Of Service – Utah Code Annotated 11-36A-302(1)(A)(I) 2
Unit of Demand 2
Performance Standard 3
Existing Level of Service Summary 3
Proposed Level of Service - Utah Code Annotated 11-36A-302(1)(A)(II) 3
Proposed Level of Service Summary 4
Excess Capacity to Accommodate Future Growth - Utah Code Annotated 11-36A-302(1)(A)(III) 4
Demands Placed on Facilities by New Development - Utah Code Annotated 11-36A-302(A)(IV) 4
Infrastructure Required to Meet Demands of New Development - Utah Code Annotated 11-36A-302 (1)(A)(V) 5
10 Year Improvement Plan 6
Project Cost Attributable to Future Growth 6
Project Cost Attributable to 10 Year Growth 6
Basis of Construction Cost Estimates 6
Additional Considerations **7**
Manner of Financing – Utah Code Annotated 11-36A-302(2) 7
Federal and State Grants and Donations 7
Bonds 7
User Rate Revenue 7
Impact Fees 7
Developer Dedications and Exactions (including Pioneering Agreements) 7
Necessity of Improvements to Maintain Level of Service - Utah Code Annotated 11-36A-302(3) 8
School Related Infrastructure - Utah Code Annotated 11-36A-302(2) 8
Noticing and Adoption Requirements - Utah Code Annotated 11-36A-502 8
Impact Fee Certification - Utah Code Annotated 11-36A-306(1) 10

TABLE OF CONTENTS
(continued)

LIST OF TABLES

No.	Title	Page No.
ES-1	West Point Service Area Projections	ES-1
ES-2	Service Area Historic Flows	ES-2
ES-3	Sanitary Sewer Level of Service	ES-2
ES-4	Project Costs Allocated to Projected Development, 10 Year Planning Horizon	ES-4
1	Service Area Historic Flows and Definition of an ERU	2
2	Proposed Sanitary Sewer Level of Service	4
3	West Point Projections of Growth	5
4	Project Costs Allocated to Projected Development, 10 Year Planning Horizon	9

LIST OF FIGURES

No.	Title	Page No.
1	Sewer Impact Fee Service Area	ES-5
2	Sewer Impact Fee Facilities Plan Project List	ES-6

EXECUTIVE SUMMARY
SEWER IMPACT FEE FACILITIES PLAN

The purpose of an Impact Fee Facilities Plan (IFFP) is to identify demands placed upon West Point City facilities by future development within the city and future annexation areas and to evaluate how these demands will be met by West Point City. The IFFP is also intended to outline the improvements which may be funded through impact fees.

WHY IS AN IFFP NEEDED

The IFFP provides a technical basis for assessing updated impact fees throughout West Point City. This document addresses the future infrastructure needed to serve the study area within West Point City, see Figure 1. The existing and future capital projects documented in this IFFP will ensure that level of service standards are maintained for all existing and future residents who reside within the service area. Local governments must pay strict attention to the required elements of the Impact Fee Facilities Plan which are enumerated in the Impact Fees Act.

PROJECTED FUTURE GROWTH

Before evaluating system capacity, it is first necessary to calculate the demand associated with existing development and projected growth. Growth within the next 10-years was estimated based on available information for existing development and growth projections from City Officials. A logistic curve was then used to approximate growth beyond the 10-year window. Projected growth in system demand is summarized in Table ES-1 in terms of Equivalent Residential Units (ERUs).

Table ES-1
West Point Service Area Projections

Year	Connected Service Area ERUs	Estimated Dry Weather Sewer Flows (MGD)
2025	0	0.00
2035	719	0.18
2045	2,467	0.63
2055	3,883	0.99
2065	4,370	1.11
2075	4,495	1.15

An ERU represents the demand that a typical single-family residence places on the system. Service Area ERUs shows the existing ERUs within the study area. The basis of an ERU for historical flow rates is summarized in Table ES-2.

Table ES-2
Service Area Historic Flows

Item	Value for Existing Conditions[1]	Value for 10-Year Growth	Total 10-Year Conditions
Equivalent Residential Connections (ERUs)	n/a	719	719
Domestic Wastewater Production (mgd)	n/a	0.158	0.158
Infiltration, Maximum Month (mgd)	n/a	0.025	0.025
Average Day, Maximum Month Flow (mgd)	n/a	0.183	0.183
Peak Hour Flow (mgd)	n/a	0.421	0.421
Flows per ERU			
Domestic Wastewater Production (gpd/ERU)	220	220	220
Average Day, Maximum Month Flow (gpd/ERU)	255	255	255
Peak Hour Flow (gpd/ERU)	800.7	800.7	800.7

[1]Areas serviced by the proposed projects within this study currently do not have a sewer collection system. All existing residents are serviced by individual septic systems. Residents are anticipated to connect to a regional sewer system as it becomes available.

LEVEL OF SERVICE

Level of service is defined in the Impact Fees Act as "the defined performance standard or unit of demand for each capital component of a public facility within a service area". Summary values for both existing and proposed levels of service are contained in Table ES-3.

Table ES-3
Sanitary Sewer Level of Service

	Existing Level of Service[2]	Proposed Level of Service
Gravity Lines - Maximum Ratio of Flow[1] to Pipeline Capacity/Percent of Collection System that Meets the Standard	0.75/100%	0.75/100%
Force Mains - Maximum Velocity (ft/s)/Percent of Collection System that Meets the Standard	7/100%	7/100%
Lift Station - Maximum Ratio of Peak Flow to Pumping Capacity/Percent of Collection System that Meets the Standard	0.85/100%	0.85/100%
Design Flow - Average Day, Peak Month Flow (gpd per ERU)	255	255

[1] Peak hour, dry weather flow
[2]Identified by West Point City 2021 Sewer Study (May 2022)

EXISTING CAPACITY AVAILABLE TO SERVE FUTURE GROWTH

Existing facilities in the study area (as of this IFFP) include several recently installed gravity pipelines and one regional lift station funded through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as part of the American Rescue Plan Act (ARPA) program. As these projects are funded in full by outside sources, there are no eligible costs to recover via impact fees from these projects.

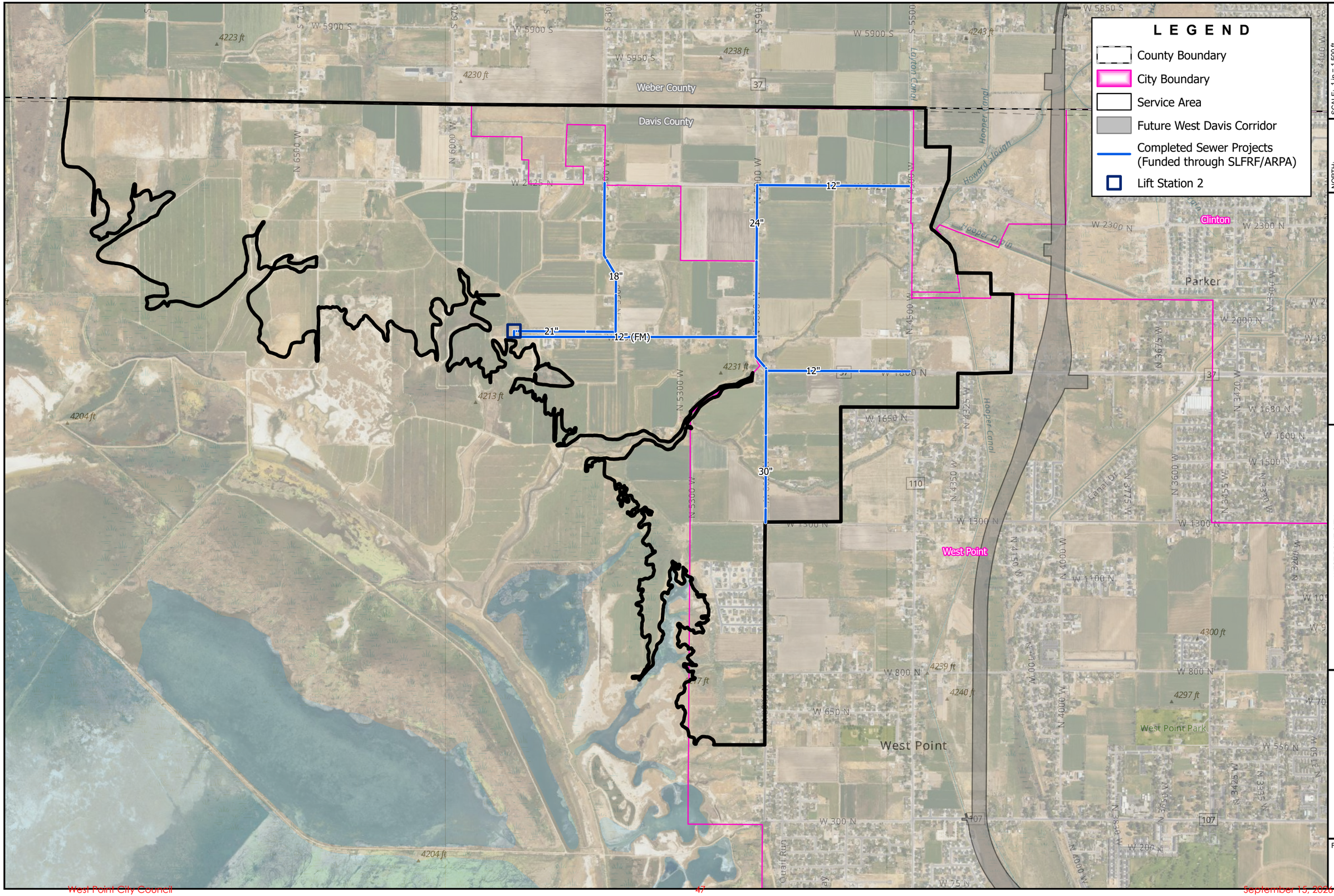
REQUIRED SYSTEM IMPROVEMENTS

Additional improvements required to serve new growth are summarized in Table ES-4. To satisfy the requirements of state law, Table ES-4 provides a breakdown of the percentage of the project costs attributed to future users of the system. For future use, capacity has been divided into capacity to be used by growth within the 10-year planning horizon of this IFFP and capacity that will be available for growth beyond the 10-year horizon. These project components' locations are displayed in Figure 2.

Table ES-4
Project Costs Allocated to Projected Development, 10 Year Planning Horizon

Project ID	Project	Total Project Cost	Percent to Existing	Percent to 10 Year Growth	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10 Year Growth	Cost to Growth Beyond 10 Years
1	2425 N Gravity, 5500 W to 6000 W	$613,440	3.79%	40.91%	55.30%	$23,236	$250,953	$339,251
2	5500 W Gravity, 2425 N to County Line	$744,120	7.41%	62.04%	30.56%	$55,120	$461,630	$227,370
3	5000 W Gravity, 2425 N to County Line	$753,300	4.50%	39.64%	55.86%	$33,932	$298,605	$420,762
4*	4500 W Gravity, 1800 N to 2025 N	$277,352	5.26%	57.89%	36.84%	$14,597	$160,572	$102,182
	Subtotal	$2,388,212				$126,886	$1,171,760	$1,089,565
	Total	$2,388,212				$126,886	$1,171,760	$1,089,565

*Project 4 was completed during preparation of this IFFP. Actual construction costs for this project are shown here and will be recovered through a future pioneering agreement. No pioneering agreements exist at the time of this study.



SEWER IMPACT FEE SERVICE AREA

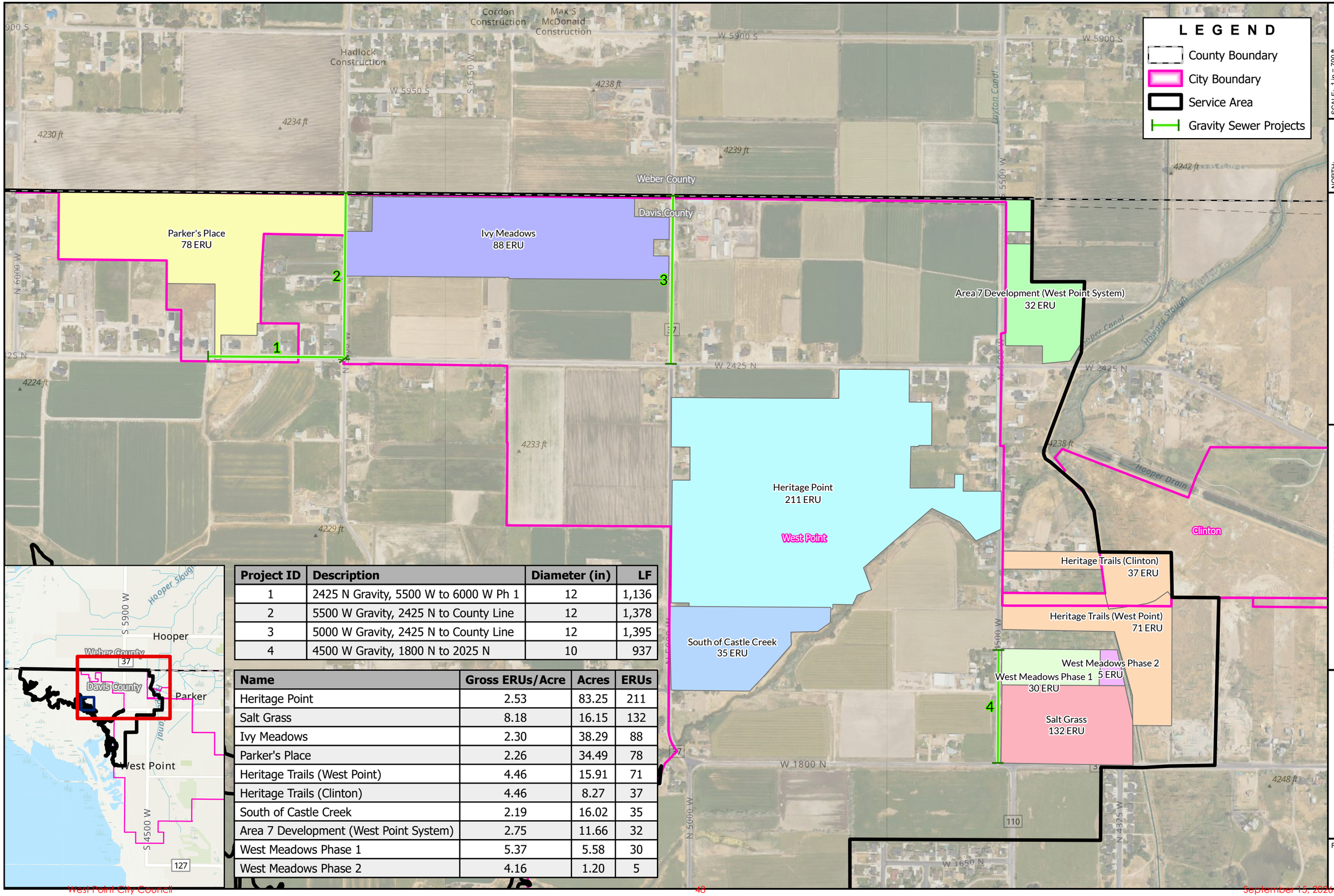
WEST POINT CITY

SEWER IFFP/IFA UPDATE

BOWEN COLLINS & ASSOCIATES

FIGURE NO. 1

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Project ID	Description	Diameter (in)	LF
1	2425 N Gravity, 5500 W to 6000 W Ph 1	12	1,136
2	5500 W Gravity, 2425 N to County Line	12	1,378
3	5000 W Gravity, 2425 N to County Line	12	1,395
4	4500 W Gravity, 1800 N to 2025 N	10	937

Name	Gross ERUs/Acre	Acres	ERUs
Heritage Point	2.53	83.25	211
Salt Grass	8.18	16.15	132
Ivy Meadows	2.30	38.29	88
Parker's Place	2.26	34.49	78
Heritage Trails (West Point)	4.46	15.91	71
Heritage Trails (Clinton)	4.46	8.27	37
South of Castle Creek	2.19	16.02	35
Area 7 Development (West Point System)	2.75	11.66	32
West Meadows Phase 1	5.37	5.58	30
West Meadows Phase 2	4.16	1.20	5

SEWER IMPACT FEE FACILITIES PLAN PROJECT LIST

WEST POINT CITY

SEWER IFFP/IFA UPDATE

BOWEN COLLINS & ASSOCIATES

FIGURE NO.

2

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IMPACT FEE FACILITIES PLAN (SEWER)

INTRODUCTION

West Point City has retained Bowen Collins & Associates (BC&A) to prepare an Impact Fee Facilities Plan (IFFP) for sewer collection services provided by the City. The purpose of an IFFP is to identify demands placed upon the City's facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements which may be funded through impact fees.

Much of the analysis forming the basis of this IFFP has been taken from the City's 2021 Sewer Study (May 2022) conducted by BC&A. The reader should refer to this document for additional discussion of planning and evaluation methodology beyond what is contained in this report. This document specifically identifies changes from the 2021 Sewer Study analysis made for this IFFP.

SERVICE AREA

The service area for the IFFP and subsequent IFA is a subset of the area evaluated in the 2021 Sewer Study. The change in service area is due to updates to annexation plans from both Clinton City and West Point City made after the completion of the 2021 Sewer Study. Specifically:

- It is now anticipated that Clinton City will annex unincorporated areas north of the Howard Slough and east of 4500 West instead of West Point City. All associated projects intended to service these areas that are expected to be serviced by the Clinton City sewer system are not considered in this IFFP and subsequent IFA.
- Additional area north of 1800 North and east of the Hooper Canal were added to the service area. Proposed developments within this service area are expected to connect to the West Point City sewer system.

The service area includes areas not served by the sewer system currently within West Point City and nearby unincorporated areas of Davis County that may potentially be annexed by West Point City in the future. Generally, the service area is defined on the west by the Great Salt Lake floodplain boundary (officially the 4,217 contour), on the north by the Weber/Davis County line, on the east by the Hooper Canal and 4500 W, and on the south by 500 N (see Figure 1). This area will be treated as a single service area for the calculation of the Impact Fee. The remainder of the City will not be impacted by this new Impact Fee Study.

IMPACT FEE FACILITY PLAN COMPONENTS

Requirements for the preparation of an IFFP are outlined in Title 11, Chapter 36a of the Utah Code Annotated (the Impact Fees Act). Under these requirements, an IFFP shall accomplish the following for each facility:

1. Identify the existing level of service
2. Establish a proposed level of service
3. Identify excess capacity to accommodate future growth at the proposed level of service
4. Identify demands placed upon existing public facilities by new development
5. Identify the means by which demands from new development will be met
6. Consider the following additional issues:

a. revenue sources to finance required system improvements
b. necessity of improvements to maintain the proposed level of service
c. need for facilities relative to planned locations of schools

The following sections of this report have been organized to address each of these requirements.

EXISTING LEVEL OF SERVICE – Utah Code Annotated 11-36a-302(1)(a)(i)

Level of service is defined in the Impact Fees Act as "the defined performance standard or unit of demand for each capital component of a public facility within a service area". This section discusses the level of service being currently provided to existing users.

Unit of Demand

For the purposes of this analysis, it is useful to define these various demands in terms of Equivalent Residential Units (ERUs). An ERU represents the demand that a typical single-family residence places on the system. Historic water consumption and sewer flow data gathered as part of the ongoing North Davis Sewer District (NDSD) Impact Fee Study was used to estimate average sewer flows for the study area, including allowance for inflow and infiltration (I&I). Based on this data an assumed 220 gpd/ERU (domestic wastewater production) + 35 gpd/ERU (I&I) = 255 gpd/ERU was used as the average day, maximum month domestic wastewater flow. This is summarized in Table 1.

Table 1
Service Area Historic Flows and Definition of an ERU

Item	Value for Existing Conditions[1]	Value for 10-Year Growth	Total 10-Year Conditions
Equivalent Residential Connections (ERUs)	n/a	719	719
Domestic Wastewater Production (mgd)	n/a	0.158	0.158
Infiltration, Maximum Month (mgd)	n/a	0.025	0.025
Average Day, Maximum Month Flow (mgd)	n/a	0.183	0.183
Peak Hour Flow (mgd)	n/a	0.421	0.421
Flows per ERU			
Domestic Wastewater Production (gpd/ERU)	220	220	220
Average Day, Maximum Month Flow (gpd/ERU)	255	255	255
Peak Hour Flow (gpd/ERU)	800.7	800.7	800.7

[1] Areas serviced by the proposed projects within this study currently do not have a sewer collection system. All existing residents are serviced by individual septic systems. Residents are anticipated to connect to a regional sewer system as it becomes available.

Included in the table is the flow per ERU in terms of both average and peak flows. Conveyance pipelines, lift stations, and force mains must be designed based on peak hour flow (function of daily flow and diurnal flow variation).

Performance Standard

Performance standards are those standards that are used to design and evaluate the performance of facilities. This section discusses the existing performance standards for the study area.

1. **Peak Design Flows** – Peaking factors used are based on the State of Utah Peak Instantaneous Demand equation (refer to Utah Code R309-105-9). Peaking factors were adjusted based on the contributing area size. Peaking factors ranged from 2.3 to 4.0 depending on the contributing area size. Gravity pipelines, force mains and lift stations were designed based on these peaking factors.
2. **Gravity Pipeline Capacity** – City standards require that all gravity driven sewer mains be designed such that the peak flow in the pipe is less than or equal to 75 percent of the pipe's full capacity using a Manning's roughness factor of 0.013.
3. **Gravity Pipeline Slopes** – Due to the flat terrain and shallow existing sewer, the City's standards require that all system level gravity trunk lines and most project level sewer pipelines be installed at minimum slopes as defined by the State of Utah [R317-3-2.3(D)(4)]. If pipelines are installed at greater slopes, the serviceable area by gravity will be reduced. Some sewer pipes were upsized to reduce the required slope and increase the area serviceable by gravity. These upsized pipes can potentially create additional operation and maintenance (O&M) costs for the City. These potential increases in O&M were discussed with City officials and were determined to be an economical solution to service the study area.
4. **Force main capacity** - City standards require that all force mains be designed such that the maximum flow velocity is no greater than 7 feet per second.
5. **Lift stations** - City standards require that all lift stations be designed such that the maximum ratio of the peak flow to pumping capacity is no greater than 0.85.

These design standards were used as the level of service for the system evaluation.

Existing Level of Service Summary

There was no existing sewer service in the service area evaluated by this IFFP at the time the 2021 Sewer Study was completed. The level of service was determined based on industry standards, other existing sewer collection within West Point City (outside of the study area) and input from City personnel. The majority of the existing residents in the study area rely on septic systems for the disposal and treatment of their wastewater.

PROPOSED LEVEL OF SERVICE - Utah Code Annotated 11-36a-302(1)(a)(ii)

The proposed level of service is the performance standard used to evaluate system needs in the future. The Impact Fee Act indicates that the proposed level of service may:

1. diminish or equal the existing level of service; or
2. exceed the existing level of service if, independent of the use of impact fees, the City implements and maintains the means to increase the level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In the case of this IFFP, no changes are proposed to the existing level of service for design standards. Thus, future growth will essentially be evaluated based on the same design standards level of service as identified for existing.

Proposed Level of Service Summary

The resulting proposed level of service for the City is summarized in Table 2.

Table 2
Proposed Sanitary Sewer Level of Service

	Existing Level of Service[2]	Proposed Level of Service
Gravity Lines - Maximum Ratio of Flow[1] to Pipeline Capacity/Percent of Collection System that Meets the Standard	0.75/100%	0.75/100%
Force Mains - Maximum Velocity (ft/s)/Percent of Collection System that Meets the Standard	7/100%	7/100%
Lift Station - Maximum Ratio of Peak Flow to Pumping Capacity	0.85/100%	0.85/100%
Design Flow - Average Day, Peak Month Flow (gpd per ERU)	255	255

[1]Peak hour, dry weather flow
[2] Identified by West Point City 2021 Sewer Study (May 2022)

EXCESS CAPACITY TO ACCOMMODATE FUTURE GROWTH - Utah Code Annotated 11-36a-302(1)(a)(iii)

Since the completion of the 2021 Sewer Study, the City received federal grant funding through the American Rescue Plan Act (ARPA) to construct several of the sewer projects identified in the 2021 Sewer Study. Several gravity pipelines were recently completed or are currently under construction, and a lift station will be completed in the spring of 2026. As these projects are funded in full by outside sources, there are no eligible costs to recover via impact fees from these projects. Therefore, these projects and their associated capacity are not considered in this Impact Fee Facilities Plan. Subsequently, there are no existing facilities with available capacity to accommodate future growth to be evaluated as part of this study.

DEMANDS PLACED ON FACILITIES BY NEW DEVELOPMENT - Utah Code Annotated 11-36a-302(a)(iv)

The 2021 Sewer Study discussed growth within the City's study area, and projections of sewer flows resulting from said growth. Since the completion of that study, the City has received more complete information regarding proposed developments within the study area and has also modified the targeted average buildout density to approach 2.2 ERUs/acre based on current zoning plans for the area. Accordingly, this IFFP assumed the known proposed developments would develop at the densities and layouts provided to the City at the time of this IFFP. This IFFP also assumed all remaining area within the study area not included in known proposed developments will build out to the targeted average density of 2.2 ERUs/acre. The growth in terms of both Equivalent Residential Units and corresponding sewer flows is summarized in Table 3. The known proposed development areas included in this IFFP are mapped in Figure 2.

Table 3
West Point Projections of Growth

Year	Total Area ERUs[1]	Connected ERUs[2]	Domestic Wastewater (MGD)	Max Month Infiltration (MGD)	Total Max Month, Average Day Flow (MGD)	Peak Hour Flows - City Area (MGD)
2025	209	0	0.00	0.00	0.00	0.00
2035	928	719	0.16	0.03	0.18	0.42
2045	2,618	2,467	0.54	0.09	0.63	1.44
2055	3,976	3,883	0.85	0.14	0.99	2.27
2065	4,404	4,370	0.96	0.15	1.11	2.56
2075	4,495	4,495	0.99	0.16	1.15	2.63

[1] Total area ERUs are the total number of ERUs within the study area. There are approximately 209 existing ERUs that will connect to the system as the system is built out. This study assumes these units will connect outside of the 10-year growth window.
[2] This column represents the assumed total ERUs connected to the City's sewer system within the study area.

Existing users who connect to the system will utilize some of its capacity and must be included in the impact fee calculations to accurately apportion capacity to various user groups. Existing residents currently on individual septic systems who connect to the future sewer system will not be required to pay impact fees.

INFRASTRUCTURE REQUIRED TO MEET DEMANDS OF NEW DEVELOPMENT – Utah Code Annotated 11-36a-302(1)(a)(v)

To satisfy the requirements of state law, demands placed upon existing system facilities by future development were projected using the process outlined below. Each of the steps were completed as part of this plan's development:

1. **Existing Demand** – There is no existing demand that will be placed on the City's system level sewer system. The existing ERUs in the study area will connect to the system after it becomes available outside of the 10-year window.
2. **Existing Capacity** – The full capacity of recently installed sewer collection system facilities is available for future growth. Most of the service area does not have sewer collection facilities within the service area (see discussion above).
3. **Existing Deficiencies** – There are no existing deficiencies in the existing sewer collection system within the service area.
4. **Future Demand** - The demand future development will place on the system was estimated based on development projections.
5. **Future Deficiencies** – There will be no future deficiencies within the study area because the sewer system will be initially built for build-out conditions.
6. **Recommended Improvements** – Needed system improvements were identified to meet demands associated with future development.

The steps listed above "identify demands placed upon existing public facilities by new development activity at the proposed level of service; and… the means by which the political subdivision or private entity will meet those growth demands" (Section 11-36a-302(1)(a) of the Utah Code Annotated).

10 Year Improvement Plan

In the City's 2021 Sewer Study, capital facility projects needed to provide service to customers of the study area were identified. Some of the projects identified in the study will not be needed within the next 10 years. Only infrastructure to be constructed within a 10-year horizon will be considered in the calculation of impact fees to avoid uncertainty surrounding improvements further into the future.

As discussed above, several changes in project needs have occurred since the completion of the 2021 Sewer Study. They are summarized below:

- The service area extents were reduced on east of 4500 West and north of the Howard Slough; and expanded east of the Hooper Canal and north of 1800 North (see discussion above).
- The City obtained federal money (ARPA funds) to construct some of the identified projects. These projects are no longer eligible to be funded or reimbursed through impact fees.
- New details regarding planned development were published that indicated the need for additional projects to service new growth in the 10-year window.

Table 4 summarizes the components of projects identified in the sewer study that will need to be constructed within the next ten years. Figure 2 shows the locations of the components of projects.

Project Cost Attributable to Future Growth

To satisfy the requirements of state law, Table 4 provides a breakdown of the capital facility projects and the percentage of the project costs attributed to existing and future users. As defined in Utah Code Annotated 11-36a-102(15), the Impact Fee Facilities Plan should only include the proportionate share of "the cost of public facilities that are roughly proportionate and reasonably related to the service demands and needs of any development activity." Some projects identified in the table are required solely to meet future growth, but some projects also provide a benefit to existing users. Projects that benefit existing users include those projects that will have existing users connect once they are complete.

Individual project costs have been divided proportionally between existing and future users based on their use of the facility for all projects within the service area needed to service existing residents and new growth. The approach to apportioning project costs was area-based and involved assigning a sub-area to connect into the identified project component, then evaluating the distribution of existing and future growth in ERUs serviced by that facility with the assigned sub-area.

Project Cost Attributable to 10 Year Growth

Included in Table 4 is a breakdown of capacity use associated with growth both through the next 10 years and for growth beyond 10 years. A challenge of sewer infrastructure is that it is not cost effective to add capacity in small increments. Once a pipeline is being built, it needs to be built to satisfy long term capacity needs. As a result, the improvements proposed in the Impact Fee Facility Plan will include capacity for growth beyond the 10-year planning window. To most accurately evaluate the cost of providing service for growth during the next ten years, added consideration has been given to evaluating how much of the capacity of each improvement will be used in the next 10 years. This has been done following the same methodology as described above.

Basis of Construction Cost Estimates

The costs of construction for projects to be completed within ten years have been estimated based on past BC&A experiences with projects of a similar nature. Pipeline project costs are based on

average per foot costs for pipes of a similar nature, including costs for manholes, surface restoration, and other project costs. Cost estimates were calibrated to recent data from sewer projects installed with ARPA funds within the service area. The project costs are in 2026 dollars and include allowances for engineering and construction management/administration (15 percent).

Additional Considerations

MANNER OF FINANCING – Utah Code Annotated 11-36a-302(2)

The City may fund the infrastructure identified in this IFFP through a combination of different revenue sources.

Federal and State Grants and Donations

West Point City is pursuing additional grant donations but have not secured any at this time. Impact fees cannot reimburse costs funded or expected to be funded through federal grants and other funds that the City has received for capital improvements without an obligation to repay. Additional grants and donations beyond what was already received and accounted for through ARPA are not currently contemplated in this analysis. If additional grants become available for constructing facilities, impact fees will need to be recalculated and an appropriate credit given.

Bonds

None of the costs contained in this IFFP include the cost of bonding. The City does not intend to finance any impact fee eligible improvements through bonding. The subsequent Impact Fee Analysis will not consider bonding as a manner of financing.

User Rate Revenue

Because infrastructure must generally be built ahead of growth, there often arises situations in which projects must be funded ahead of expected impact fee revenues. In some cases, the solution to this issue will be bonding. In others, funds from existing user rate revenue will be used to complete initial construction of impact fee eligible projects and will be reimbursed later as impact fees are received. Consideration of potential use of user rate revenue to pay for impact fee eligible expenditures will be included in the impact fee analysis and should also be considered in subsequent accounting of impact fee expenditures.

Impact Fees

It is recommended that impact fees be used to fund growth-related capital projects as they help to maintain the proposed level of service and prevent existing users from subsidizing the capital needs for new growth. Based on this IFFP, an impact fee analysis will be able to calculate a fair and legal fee that new growth should pay to fund the portion of the existing and new facilities that will benefit new development.

Developer Dedications and Exactions (including Pioneering Agreements)

Developer exactions are not the same as grants. Developer exactions may be considered in the inventory of current and future infrastructure. If a developer constructs facilities or dedicates land within the development for the construction of facilities identified in this IFFP, the value of the dedication is credited against that particular developer's impact fee liability.

If the value of the dedication/exaction is less than the development's impact fee liability, the developer will owe the balance of the liability to the City. If the value of the improvements dedicated

is worth more than the development's impact fee liability, the City must reimburse the difference to the developer from impact fee revenues collected from other developments.

It should be emphasized that the concept of impact fee credits pertains to system level improvements only. For project level improvement (i.e. projects not identified in the Impact Fee Facility Plan), developers will be responsible for the construction of the improvements without credit against the impact fee.

The City has indicated that growth in the service area will be driven by proposed development. The City does not intend to allocate funds from existing sources to complete the projects identified in this IFFP. It is expected that developers will finance all required improvements and will be reimbursed through impact fee credits and pioneering agreements.

NECESSITY OF IMPROVEMENTS TO MAINTAIN LEVEL OF SERVICE - Utah Code Annotated 11-36a-302(3)

According to State statute, impact fees cannot be used to correct deficiencies in the City's system and must be necessary to maintain the proposed level of service established for all users. Only those facilities or portions of facilities that are required to maintain the proposed level of service for future growth have been included in this IFFP. This will result in an equitable fee as future users will not be expected to fund any portion of the facilities that will benefit existing residents.

SCHOOL RELATED INFRASTRUCTURE - Utah Code Annotated 11-36a-302(2)

As part of the noticing and data collection process for this plan, information was gathered regarding future school District and charter school development. The locations of schools are unknown; however, the 2021 Sewer Study did account for 3 schools within the study area. The demand placed on the system by these schools has been included in the projections and required public facilities to serve the schools have been included in the Impact Fee Facility Plan.

NOTICING AND ADOPTION REQUIREMENTS - Utah Code Annotated 11-36a-502

The Impact Fees Act requires that entities must publish a notice of intent to prepare or modify any IFFP. If an entity prepares an independent IFFP rather than include a capital facilities element in the general plan, the actual IFFP must be adopted by enactment after holding a public hearing on the plan or amendment. Before the IFFP can be adopted, a reasonable notice (Class A) of the public hearing must be published at least 10 days before the actual hearing. A copy of the proposed IFFP must be made available in each public library within the City during the 10-day noticing period for public review and inspection. The copy of the plan or amendment must also be accompanied with a summary designed to be understood by a lay person. Utah Code 63G-30-102 requires that the City must post the public notice with a copy of the ordinance on the Utah Public Notice Website, on the City's website, and in a public location in or near the affected area that is reasonably likely to be seen by residents of the affected area. These places may include the City offices and the public libraries within the City's jurisdiction. Following the 10-day noticing period, a public hearing will be held, after which the City may adopt, amend and adopt, or reject the proposed IFFP.

Table 4
Project Costs Allocated to Projected Development, 10 Year Planning Horizon

Project ID	Project	Total Project Cost	Percent to Existing	Percent to 10 Year Growth	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10 Year Growth	Cost to Growth Beyond 10 Years
1	2425 N Gravity, 5500 W to 6000 W	$613,440	3.79%	40.91%	55.30%	$23,236	$250,953	$339,251
2	5500 W Gravity, 2425 N to County Line	$744,120	7.41%	62.04%	30.56%	$55,120	$461,630	$227,370
3	5000 W Gravity, 2425 N to County Line	$753,300	4.50%	39.64%	55.86%	$33,932	$298,605	$420,762
4*	4500 W Gravity, 1800 N to 2025 N	$277,352	5.26%	57.89%	36.84%	$14,597	$160,572	$102,182
	Subtotal	$2,388,212				$126,886	$1,171,760	$1,089,565
	Total	$2,388,212				$126,886	$1,171,760	$1,089,565

*Project 4 was completed during preparation of this IFFP. Actual construction costs for this project are shown here and will be recovered through a future pioneering agreement. No pioneering agreements exist at the time of this study.

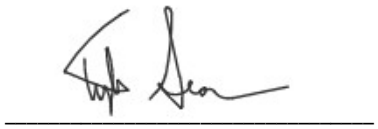
IMPACT FEE CERTIFICATION - Utah Code Annotated 11-36a-306(1)

This IFFP has been prepared in accordance with Utah Code Annotated Title 11, Chapter 36a (the "Impact Fees Act"), which prescribes the laws pertaining to the imposition of impact fees in Utah. The accuracy of this IFFP relies in part upon planning, engineering, and other source data, provided by the City and its designees.

In accordance with Utah Code Annotated, 11-36a-306(1), Bowen Collins & Associates makes the following certification:

I certify that the attached Impact Fee Facilities Plan:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
    a. costs of operation and maintenance of public facilities;
    b. cost for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; and
3. Complies in each and every relevant respect with the Impact Fees Act.



Tyler Seamons, P.E.

SEWER IMPACT FEE ANALYSIS

JULY 2026

Prepared for:

Prepared by:

TABLE OF CONTENTS

EXECUTIVE SUMMARY SEWER IMPACT FEE ANALYSIS ES-1
Why Assess an Impact Fee? ES-1
How Are Impact Fees Calculated? ES-1
Impact Fee Calculation ES-1
Recommended Impact Fee ES-2
IMPACT FEE ANALYSIS (SEWER) 1
Introduction 1
Service Areas 1
Requirements 1
Impact on System - 11-36a-304(1)(a)(b) 2
Relation of Impacts to Anticipated Development - 11-36a-304(1)(c) 2
Proportionate Share Analysis – 11 – 36A-304(D) 3
Excess Capacity to Accommodate Future Growth 3
Existing System Infrastructure Costs 3
Reimbursement Agreements 3
Future Improvements 3
Planning and Impact Fee Studies 5
Impact Fee Calculation - 11-36a-304(1)(e) 5
Bonding Interest Costs 6
Credit for User Fees 6
Recommended Impact Fee 6
Calculation of Non-Standard Impact Fees 6
Additional Considerations - 11-36A-304(2) 7
Manner of Financing - 11-36A-304(2)(A-E) 7
User Charges 7
Special Assessments 7
Pioneering Agreements 7
Bonds 7
General Taxes 7
Federal and State Grants and Donations 7
Dedication of System Improvements - 11-36A-304(2)(F) 8
Extraordinary Costs - 11-36A-304(2)(G) 8
Time-Price Differential - 11-36A-304(2)(H) 8
Impact Fee Certification - 11-36A-306(2) 9

TABLE OF CONTENTS
(continued)

LIST OF TABLES

No.	Title	Page No.
ES-1	Impact Fee Calculation per ERU – West Point City Service Area	ES-2
1	Projected West Point Water Sewer System Growth – Flow ERUs	2
2	Impact Fee Eligible Capital Projects	4
3	Impact Fee Costs Associated with Studies per ERU	5
4	Impact Fee Calculation per ERU – West Point City Service Area	5

EXECUTIVE SUMMARY
SEWER IMPACT FEE ANALYSIS

The purpose of the impact fee analysis (IFA) is to calculate the allowable impact fee that may be assessed to new development in accordance with Utah Code.

WHY ASSESS AN IMPACT FEE?

Until development utilizes the full capacity of existing facilities, West Point City can assess an impact fee to recover its cost of latent capacity available to serve future development. The general impact fee methodology divides the available capacity of existing and future capital projects between the number of existing and future users. Capacity is measured in terms of Equivalent Residential Units, or ERUs, which represents the demand that a typical single-family residence places on the system.

HOW ARE IMPACT FEES CALCULATED?

A fair impact fee is calculated by dividing the cost of existing and future facilities by the amount of new growth that will benefit from the unused capacity. Only the capacity that is needed to serve the projected growth within in the next ten years is included in the fee. Costs used in the calculation of impact fees include the following items:

- New facilities required to maintain (but not exceed) the proposed level of service in the system; only those expected to be built within ten years are considered in the final calculations of the impact fee.
- Historic costs of existing facilities that will serve new development
- Cost of professional services for engineering, planning, and preparation of the Impact Fee Facilities Plan and impact fee analysis

Costs not used in the impact fee calculation include the following items:

- Operational and maintenance costs
- Cost of facilities constructed beyond 10 years
- Cost associated with capacity not expected to be used within 10 years
- Cost of facilities funded by grants, developer contributions, or other funds which West Point City is not required to repay
- Cost of renovating or reconstructing facilities which do not provide new capacity or needed enhancement of services to serve future development

IMPACT FEE CALCULATION

Impact fees for this analysis were calculated by dividing the proportional cost of facilities required to service 10-year growth by the amount of growth expected over the next 10-years based on ERUs. This is done for all of the needed gravity facilities within the study area. Calculated impact fees by component are summarized in Table ES-1.

Table ES-1
Impact Fee Calculation per ERU – West Point City Service Area

System Components	Total Cost of Component	% Serving 10-year Growth	Cost Serving 10-year Growth	10-year ERUs Served	Cost Per ERU
Collection Facilities					
10-Year Projects	$2,388,212	49.1%	$1,171,760	719	$1,629.71
10-Year Project Interest Costs	$0		$0	719	$0.00
Credit for User Fees Paid Toward Existing	N/A				N/A
Subtotal	$2,388,212		$1,171,760		$1,629.71
Studies					
All Studies	$83,500	53.1%	$44,320	719	$61.64
TOTAL	$2,471,712		$1,216,080		$1,691.35

RECOMMENDED IMPACT FEE

There were no bonds or associated user fee credits associated with the impact fee calculation. Thus, the calculated impact fee shown in Table ES-1 represents the legal maximum amount that may be charged as an impact fee. A lower amount may be adopted if desired, but a higher fee is not allowable under the requirements of Utah Code.

IMPACT FEE ANALYSIS (SEWER)

INTRODUCTION

West Point City has retained Bowen Collins & Associates (BC&A) to prepare an impact fee analysis (IFA) for its sewer system based on a recently completed impact fee facilities plan. An impact fee is a one-time fee, not a tax, imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure. The purpose of an IFA is to calculate the allowable impact fee that may be assessed to new development in accordance with Utah Code.

Service Areas

The service area for the IFA is defined as the same study area as the IFFP. The current study area includes areas not served by the sewer system currently within West Point City and nearby unincorporated areas of Davis County that may potentially be annexed by West Point City in the future. Generally, the service area is defined on the west by the Great Salt Lake floodplain boundary (officially the 4,217 contour), on the north by the Weber/Davis County line, on the east by the Hooper Canal and 4500 W, and on the south by 500 N (see Figure 1). This study area will be treated as a single service area for the calculation of the Impact Fee. The remainder of the City will not be impacted by this new Impact Fee Study.

Requirements

Requirements for the preparation of an IFA are outlined in Title 11, Chapter 36a of the Utah Code (the Impact Fees Act). Under these requirements, an IFA shall accomplish the following for each facility:

1. Identify the impact of anticipated development activity on existing capacity
2. Identify the impact of anticipated development activity on system improvements required to maintain the established level of service
3. Demonstrate how the impacts are reasonably related to anticipated development activity
4. Estimate the proportionate share of:
    a. Costs of existing capacity that will be recouped
    b. Costs of impacts on system improvements that are reasonably related to the new development activity
5. Identify how the impact fee was calculated
6. Consider the following additional issues
    a. Manner of financing improvements
    b. Dedication of system improvements
    c. Extraordinary costs in servicing newly developed properties
    d. Time-price differential

The following sections of this report have been organized to address each of these requirements.

IMPACT ON SYSTEM - 11-36A-304(1)(A)(B)

Growth within West Point City's service area, and projections of sewer flows resulting from said growth is discussed in detail in the City's Impact Fee Facilities Plan. For the purposes of impact fee calculation, growth in the system has been expressed in terms of equivalent residential units (ERUs). An ERU represents the demand that a typical single-family residence places on the system. Growth in ERUs projected for the service area is summarized in Table 1.

Table 1
Projected West Point Sewer System Growth – Flow ERUs

Year	Connected Service Area ERUs	Estimated Dry Weather Sewer Flows (MGD)
2025	0	0.00
2035	719	0.18
2045	2,467	0.63
2055	3,883	0.99
2065	4,370	1.11
2075	4,495	1.15

As indicated in the table, projected growth for the 10-year planning window of this impact fee analysis is 719 ERUs or about 72 ERUs per year. New facilities will be constructed to increase capacity to meet the needs of future projected growth. These required system improvements are detailed in the Impact Fee Facilities Plan.

RELATION OF IMPACTS TO ANTICIPATED DEVELOPMENT - 11-36A-304(1)(C)

To satisfy the requirements of state law, it is necessary to show that all impacts identified in the impact fee analysis are reasonably related to the anticipated development activity. This has been documented in detail in the Impact Fee Facilities Plan. In short, only that capacity directly associated with demand placed upon existing system facilities by future development has been identified as an impact of the development. The steps completed to identify the impacts of anticipated development are as follows.

1. **Existing Demand** – There is no existing demand that will be placed on the City's system level sewer system. The existing ERUs in the study area will connect to the system as it becomes available but is largely currently being served by individual septic systems.
2. **Existing Capacity** – The full capacity of recently installed sewer collection system facilities is available for future growth. However, because all existing facilities were paid for by grant funding, no portion of existing excess capacity will be recovered through impact fees. Most of the service area does not have sewer collection facilities within the service area (see discussion in the Impact Fee Facilities Plan and below).
3. **Existing Deficiencies** – There are no existing deficiencies in the existing sewer collection system within the service area.
4. **Future Demand** - The demand future development will place on the system was estimated based on development projections as discussed in the Impact Fee Facilities Plan.
5. **Future Deficiencies** – There will be no future deficiencies within the study area because the sewer system will be initially built for build-out conditions.

6. **Recommended Improvements** – Needed system improvements were identified to meet demands associated with future development.

Proportionate Share Analysis – 11 – 36A-304(D)

A comprehensive proportionate share analysis associated with anticipated future development and its impact on the system was completed as part of the Impact Fee Facilities Plan. A summary of that analysis is contained here with additional discussion of the costs of facilities impacted by growth.

Excess Capacity to Accommodate Future Growth

The existing system level facilities in the study area (as of this IFA) include several gravity pipelines installed or currently under construction and one sewer lift station funded through ARPA funds as previously discussed. There is no existing system level capacity in areas not serviced by these projects.

Existing System Infrastructure Costs

West Point City received federal grant funds through the American Rescue Plan Act (ARPA) to construct some sewer improvements in the study area. Several gravity pipelines were completed or are currently under construction, and a lift station will be completed in the spring of 2026. As these projects are funded in full by these grant funds, there are no eligible costs to recover via impact fees from these projects. Therefore, these projects are not considered in this Impact Fee Analysis.

The remainder of the study area not serviced by these projects does not have any existing system level sewer facilities. Therefore, the City has no other existing infrastructure costs to consider in the service area evaluated by this Impact Fee Analysis.

Reimbursement Agreements

There are no current reimbursement agreements existing within West Point City's system that have not already been accounted for in the existing infrastructure analysis.

Future Improvements

All demand within the study area associated with projected future development will be met through the construction of additional capacity in new facilities. A primary focus of the Impact Fee Facilities Plan was the identification of projects required to serve new development. The results of the Impact Fee Facilities Plan are summarized in Table 2. Included in the table are the costs of each required project and the portion of costs associated with development for the 10-year planning window. All cost estimates contained in this IFA have been taken directly from the IFFP. The basis of these estimates is documented in the IFFP.

Table 2
Impact Fee Eligible Capital Projects

Project ID	Project	Total Project Cost	Percent to Existing	Percent to 10 Year Growth	Percent to Growth Beyond 10 Years	Cost to Existing	Cost to 10 Year Growth	Cost to Growth Beyond 10 Years
1	2425 N Gravity, 5500 W to 6000 W	$613,440	3.79%	40.91%	55.30%	$23,236	$250,953	$339,251
2	5500 W Gravity, 2425 N to County Line	$744,120	7.41%	62.04%	30.56%	$55,120	$461,630	$227,370
3	5000 W Gravity, 2425 N to County Line	$753,300	4.50%	39.64%	55.86%	$33,932	$298,605	$420,762
4*	4500 W Gravity, 1800 N to 2025 N	$277,352	5.26%	57.89%	36.84%	$14,597	$160,572	$102,182
	Subtotal	$2,388,212				$126,886	$1,171,760	$1,089,565
	Total	$2,388,212				$126,886	$1,171,760	$1,089,565

*Project 4 was completed during preparation of this IFA. Actual construction costs for this project are shown here and will be recovered through a future pioneering agreement. No pioneering agreements exist at the time of this study.

Planning and Impact Fee Studies

Utah Code allows for the cost of planning and engineering associated with impact fee calculations to be recovered as part of an impact fee. The final impact fee will include the cost of this study and recommended planning projects in the next ten years as summarized in Table 3.

Table 3
Impact Fee Costs Associated with Studies per ERU

System Components	Total Cost of Component	% Serving 10-Year Growth	Cost Serving 10-Year Growth	10-Year ERUs Served	Cost Per ERU
2021 Sewer Study & Sewer Impact Fee Facility Plan & Impact Fee Analysis	$65,300	40.0%	$26,120	719	$36.33
2025 IFFP/IFA Update	$18,200	100.0%	$18,200	719	$25.31
Subtotal	$83,500	53.1%	$44,320		$61.64

IMPACT FEE CALCULATION - 11-36A-304(1)(E)

Using the information contained in the previous sections, impact fees can be calculated by dividing the proportional cost of facilities required to service 10-year growth by the amount of growth expected over the next 10-years. Calculated impact fees by component are summarized in Table 4 for West Point City.

Table 4
Impact Fee Calculation per ERU – West Point City Service Area

System Components	Total Cost of Component	% Serving 10-year Growth	Cost Serving 10-year Growth	10-year ERUs Served	Cost Per ERU
Collection Facilities					
10-Year Projects	$2,388,212	49.1%	$1,171,760	719	$1,629.71
10-Year Project Interest Costs	$0		$0	719	$0.00
Credit for User Fees Paid Toward Existing	N/A				N/A
Subtotal	$2,388,212		$1,171,760		$1,629.71
Studies					
All Studies	$83,500	53.1%	$44,320	719	$61.64
TOTAL	$2,471,712		$1,216,080	646	$1,691.35

Bonding Interest Costs

West Point City does not intend to issue bonds to finance projects identified in the IFFP. Therefore, no bond interest costs are included in the impact fee calculations described in the IFA. If the City chooses to consider bond financing in the future, this IFA must be updated to include both historic interest costs on existing facilities where new growth will benefit from excess capacity (if applicable) and future interest costs for bonds required to build projects needed for growth as identified in the IFFP. Similar to project construction costs, only that portion of interest expense associated with capacity for growth should be included in the impact fee calculation.

Credit for User Fees

As currently structured, future users will pay for their portion of capacity via impact fees. They cannot also be expected to pay through user rates the portion of future bonds that will be used to build capacity for existing users. In the case of this service area, there are some limited costs associated with connecting existing users to the system as outlined in Table 2. However, the total cost of this capacity is about $135,000. The City has adequate reserves to cover this cost from cash on hand. As the City will not use any user rates for these costs and as no bonding for these projects is considered in the impact fee as currently structured, there is not a need to calculate a user fee credit for future users. If the City chooses to consider bond financing in the future, this IFA would need to be updated to calculate a fair user fee credit.

Recommended Impact Fee

The impact fee calculated in Table 4 is the legal maximum amount that may be charged as an impact fee. A lower amount may be adopted if desired, but a higher fee is not allowable under the requirements of Utah Code.

Calculation of Non-Standard Impact Fees

The calculations above have been based on an ERU. The Impact Fee Enactment should include a provision that allows for calculation of a fee for customers other than typical residential connections. Consistent with the level of service standards established in the Impact Fee Facilities Plan, the following formula may be used to calculate an impact fee for a non-standard user based on the calculated daily indoor water use for an average residential connection.

$$\frac{\text{Estimated Indoor Water Use}}{\text{220 gallons per day}} \times \text{Impact Fee per ERU} = \text{Impact Fee}$$

Calculation all non-standard impact fees should be completed by City personnel using the formula above based on information regarding water use as provided for each non-standard use. This approach will be used for all commercial and industrial development.

ADDITIONAL CONSIDERATIONS - 11-36A-304(2)

MANNER OF FINANCING - 11-36A-304(2)(A-E)

As part of this impact fee analysis, it is important to consider how each facility has been or will be paid for. Potential infrastructure funding includes a combination of different revenue sources.

User Charges

Because infrastructure must generally be built ahead of growth, there often arises situations in which projects must be funded ahead of expected impact fee revenues. In some cases, the solution to this issue will be bonding. In others, funds from existing user rate revenue will be loaned to the impact fee fund to complete initial construction of the project and will be reimbursed later as impact fees are received. Interfund loans should be considered in subsequent accounting of impact fee expenditures.

Special Assessments

Where special assessments exist, the impact fee calculation must take into account funds contributed. No special assessments currently exist in the West Point City wastewater system.

Pioneering Agreements

Where pioneering agreements exist, the impact fee calculation must take into account payback requirements under each pioneering agreement. West Point City currently does not have any pioneering agreements in the service area analyzed by this IFA.

Bonds

West Point City has not identified bonding as a method of financing impact fee eligible improvements at this time. If future West Point City financial plans identify bonding will be required to finance impact fee eligible improvements, this analysis must be amended to include the portion of bond cost and interest expense attributable to future growth in the calculation of the impact fee.

General Taxes

If taxes are used to pay for infrastructure, they should be accounted for in the impact fee calculation. Specifically, any contribution made by property owners through taxes should be credited toward their available capacity in the system. In this case, no taxes are proposed for the construction of infrastructure.

Federal and State Grants and Donations

West Point City received federal grants to construct projects identified in the 2021 Sewer Study through the ARPA. Impact fees cannot reimburse costs funded or expected to be funded through federal grants and other funds that the City has received for capital improvements without an obligation to repay. Projects constructed with ARPA funds have been specifically excluded from the IFFP and this IFA. Additional grants and donations are not currently contemplated in this analysis. If other grants become available for constructing facilities, impact fees will need to be recalculated and an appropriate credit given.

DEDICATION OF SYSTEM IMPROVEMENTS - 11-36A-304(2)(F)

Developer exactions are not the same as grants. If a developer constructs a system improvement or dedicates land for a system improvement identified in this IFFP or dedicates a public facility that is recognized to reduce the need for a system improvement, the developer may be entitled to an appropriate credit against that particular developer's impact fee liability or a proportionate reimbursement.

If the value of the credit is less than the development's impact fee liability, the developer will owe the balance of the liability to West Point City. If the recognized value of the improvements/land dedicated is more than the development's impact fee liability, West Point City may be required to reimburse the difference to the developer.

It should be emphasized that the concept of impact fee credits pertains to system level improvements only. Developers will be responsible for the construction of project improvements (i.e. improvements not identified in the Impact Fee Facilities Plan) without credit against the impact fee.

EXTRAORDINARY COSTS - 11-36A-304(2)(G)

The Impact Fees Act indicates the analysis should include consideration of any extraordinary costs of servicing newly developed properties. In cases where one area of potential growth may cost significantly more to service than other growth, a separate service area may be warranted. No areas with extraordinary costs have been identified as part of this analysis.

TIME-PRICE DIFFERENTIAL - 11-36A-304(2)(H)

Utah Code allows consideration of time-price differential in order to create fairness for amounts paid at different times. In the case of future construction costs, it has been assumed that the return rate on investment will be roughly equivalent to construction inflation and current construction estimates have been used in the calculation of impact fees. Per the requirements of the Code, existing infrastructure cost is based on actual historical costs without adjustment. As no other financing costs are included in this impact fee, this analysis makes no further accounting for time-price differential beyond what is described in this paragraph.

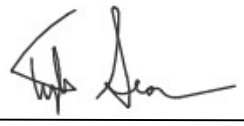
IMPACT FEE CERTIFICATION - 11-36A-306(2)

This report has been prepared in accordance with Utah Code Title 11, Chapter 36a (the "Impact Fees Act"), which prescribes the laws pertaining to the imposition of impact fees in Utah. The accuracy of this IFA relies in part upon planning, engineering, and other source data, provided by West Point City and its designees.

In accordance with Utah Code Annotated, 11-36a-306(2), Bowen Collins & Associates makes the following certification:

I certify that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
    a. costs of operation and maintenance of public facilities;
    b. costs of qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.



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