



3200 W 300 N, West Point, UT 84015

**WEST POINT CITY COUNCIL
MEETING NOTICE & AGENDA
October 4th, 2022
WEST POINT CITY HALL**

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

THIS PUBLIC MEETING WILL BE HELD IN-PERSON AT WEST POINT CITY HALL AND ALSO ELECTRONICALLY.

The Public may attend the meeting electronically and comment when appropriate by:

- Join via Zoom: <https://us02web.zoom.us/j/88147917646>
- Telephone: 1(669) 900-6833 – Meeting ID: 881 4791 7646

The public may attend this meeting in-person at West Point City Hall under the following Guidelines:

- *Avoid entering if they have a fever of 100.4° or above, cough, trouble breathing, sore throat, or feel generally unwell*

The public may also participate in the Citizen Comment and Public Hearing Items PRIOR to the meeting via email:

- Email: carnold@westpointcity.org
- Subject Line: "Citizen Comment – October 4, 2022 City Council"
- Email Body: **Must** include First & Last Name and Address and a succinct statement of your comment.

ADMINISTRATIVE SESSION

6:00 PM – OPEN TO THE PUBLIC

1. "Party at the Point Celebration" Wrap-Up Discussion – Ms. Emily Miller [pg. 4](#)
2. Discussion Regarding a Boundary Line Adjustment with Syracuse City (*Requested by Donald Sandberg*) – Ms. Bryn MacDonald [pg. 8](#)
3. Discussion Regarding Adopting the Transportation Master Plan as part of the City's General Plan – Mr. Boyd Davis [pg. 15](#)
4. Other Items

GENERAL SESSION

7:00 PM – OPEN TO THE PUBLIC

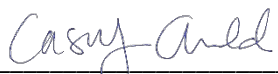
1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought (*Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought*)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (*Emailed comments received prior to the meeting using the instructions above will be read to the Council at this time*)
 - Please clearly state your name and address prior to commenting and 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
 - If attending the meeting in-person, please approach the podium
 - If attending the meeting electronically, use the "raise hand" icon if on a computer or dial *9 on the phone to indicate that you would like to make a comment; when it is your turn, the meeting host will unmute you.
7. Youth Council Update
8. Consideration of Approval of the Minutes from the April 19th, 2022 West Point City Council Meeting [pg. 59](#)
9. Consideration of Approval of Resolution No. 10-04-2022A, Approving a Betterment Agreement with UDOT for the 2000 W Road Widening Project – Mr. Boyd Davis [pg. 17](#)
10. Consideration of Approval of Resolution No. 10-04-2022B, Approving a CSLFRF Subaward Agreement with Davis County for the Sewer Expansion Project – Mr. Boyd Davis [pg. 25](#)

CLOSED SESSION

1. Motion to Open Closed Session
2. Call to Order & Roll Call
3. Discussion Regarding Purchase of Real Property, Pursuant to UCA §52-4-205(1)(d)
4. Motion to Adjourn the Closed Session & Return to General Session

11. Motion to Adjourn the General Session

Amended & Posted October 3rd, 2022:


Casey Arnold, City Recorder

TENTATIVE UPCOMING ITEMS

Date: 10/18/2022

Administrative Session – 6:00 pm

General Session – 7:00 pm

1. Update from Davis County Commissioner Loren Kamalu
 2. Consideration of Approval of Ordinance No. 10-18-2022A, an Ordinance Establishing the West Point City Arts Council of Utah and Adopting the Bylaws of the Organization – Mr. Kyle Laws
 3. Consideration of Approval of the Final Plat of the West Field Subdivision – Mrs. Bryn MacDonald
 4. Consideration of Approval of the Engineering Firm Selected for the Design of the Sewer Expansion Project – Mr. Boyd Davis
 5. Consideration of Approval of Ordinance No. 10-18-2022B, Adopting the Transportation Master Plan as Part of West Point City’s General Plan – Mr. Boyd Davis
 - a. Public Hearing
 - b. Action
-

Date: 11/01/2022

Administrative Session – 6:00 pm

1. Code Enforcement Update – Mr. Bruce Dopp
2. Quarterly Financial Update

General Session – 7:00 pm

1. Youth Council Update
-

Date: 11/15/2022

Administrative Session – 6:00 pm

1. Discussion Regarding the 2023 City Council Meeting Schedule – Ms. Casey Arnold

General Session – 7:00 pm

1. Consideration of Approval of Ordinance No. 11-15-2022A, Approving the 2023 West Point City Council Meeting Schedule – Ms. Casey Arnold
-

Date: 12/06/2022

Administrative Session – 6:00 pm

1. Quarterly Financial Update – Mr. Ryan Harvey

General Session – 7:00 pm

1. Youth Council Update
 2. Davis County Sheriff’s Office Quarterly Update
-

Date: 12/20/2022

Administrative Session – 6:00 pm

General Session – 7:00 pm

Date: 01/03/2023

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
-

Date: 01/17/2023

Administrative Session – 6:00 pm

1. Discussion Regarding **

General Session – 7:00 pm

1. Youth Council Update
-



WEST POINT CITY 2022 CALENDAR

2022

IMPORTANT DATES

JANUARY

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

JULY

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

JANUARY

3	Swearing-In Ceremony - 12 PM
4	City Council - 6 PM
10	Senior Lunch - 11:30 AM
11	Council/Staff Lunch - 11:30 AM
13	Planning Commission - 6 PM
17	MLK Jr. Day - CLOSED
18	City Council - 6 PM
27	Planning Commission - 6 PM

JULY

2 & 4	PARTY AT THE POINT EVENTS
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	MOVIE IN THE PARK - DUSK
19	City Council - 6 PM
25	Pioneer Day Holiday - CLOSED
28	Planning Commission - 6 PM

FEBRUARY

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

AUGUST

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

FEBRUARY

1	City Council - 6 PM
4-5	City Council Planning & Visioning Session
10	Planning Commission - 6 PM
14	Senior Lunch - 11:30 AM
15	City Council - 6 PM
21	President's Day - CLOSED
24	Planning Commission - 6 PM

AUGUST

2	City Council - 6 PM
8	Senior Lunch - 11:30 AM
11	Planning Commission - 6 PM
12	Summer Party 6:30 - 8:30 PM
13	MOVIE IN THE PARK - DUSK
16	City Council - 6 PM
25	Planning Commission - 6 PM

MARCH

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

SEPTEMBER

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

MARCH

1	City Council - 6 PM
10	Planning Commission - 6 PM
15	City Council - 6 PM
21	Senior Lunch - 11:30 AM
24	Planning Commission - 6 PM

SEPTEMBER

5	Labor Day - CLOSED
6	City Council - 6 PM
8	Planning Commission - 6 PM
12	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM

APRIL

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

OCTOBER

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

APRIL

5	City Council - 6 PM
11	Senior Lunch - 11:30 AM
14	Planning Commission - 6 PM
16	EASTER EGG HUNT - 10 AM
19	City Council - 6 PM
22-23	ANNUAL SPRING CLEAN-UP
28	Planning Commission - 6 PM

OCTOBER

4	City Council - 6 PM
6	CEMETERY CLEANING
10	Employee Training - CLOSED
13	Planning Commission - 6 PM
13-15	ANNUAL FALL CLEAN-UP
18	Senior Lunch - 11:30 AM
18	City Council - 6 PM
22	HALLOWEEN CARNIVAL - 6-8 PM
25	Council/Staff Lunch - 11:30 AM
27	Planning Commission - 6 PM

MAY

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

NOVEMBER

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

MAY

3	City Council - 6 PM
5	CEMETERY CLEANING
9	Senior Lunch - 11:30 AM
10	Council/Staff Lunch - 11:30 AM
12	Planning Commission - 6 PM
14	TAKE PRIDE IN WEST POINT
17	City Council - 6 PM
26	Planning Commission - 6 PM
30	Memorial Day - CLOSED

NOVEMBER

1	City Council - 6 PM
3	FLAGS ON VETERANS' GRAVES
8	ELECTION DAY
10	Planning Commission - 6 PM
11	Veterans Day - CLOSED
15	Senior Lunch - 11:30 AM
15	City Council - 6 PM
24/25	Thanksgiving - CLOSED
28	CITY HALL LIGHTING - 6 PM

JUNE

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

DECEMBER

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

JUNE

4	MISS WEST POINT PAGEANT
6	Senior Lunch - 11:30 AM (Loy Blake)
7	City Council - 6 PM
9	Planning Commission - 6 PM
10	MOVIE IN THE PARK - DUSK
20	JUNETEENTH (OBSERVED) - CLOSED
21	City Council - 6 PM
23	Planning Commission - 6 PM

DECEMBER

2	Christmas Party - 7 PM
6	CHILD REMEMBRANCE - 7 PM
6	City Council - 6 PM
8	Planning Commission - 6 PM
13	Senior Lunch - 11:30 AM
20	City Council - 6 PM
22	Planning Commission - 6 PM
23	CEMETERY LUMINARY - 4 PM
26-27	Christmas Holiday - CLOSED

CITY COUNCIL STAFF REPORT

Subject: "Party at the Point Celebration" Wrap-Up
Author: Emily Miller
Department: Executive
Date: October 4, 2022



Background

Each year we hold a celebration for Independence Day, it is one of the most attended and looked forward to events of the year. For this event a Committee is organized to help plan and carry out the event. This year's committee members were: Kyle Laws, Emily Miller, Paul Rochell, Kasey Gibson, Brad & Kelli Lee, Kent & Ruth Ann Henderson, Matt Drake and Shauna Brown. Several meetings were held throughout the year, beginning in January.

A final wrap-up meeting was held on July 26th with most of the Committee members present to discuss the strengths and weakness of this year's event.

Analysis

The next Party at The Point will be held on Tuesday, July 4, 2023. The Golf Tournament will be on Friday, June 30th and the 3-on-3 Basketball Tournament will be on Monday, July 3rd.

Budget

As can be seen on the attached Budget Summary, we received around \$13,910 in revenue among all activities. The donations collected this year were \$5850, a slight increase from 2021. Last year we saw a decrease in participation in programs including the 5k/2 Mile Walk and Baby Contest. While the Baby Contest registration was even lower this year (most likely due to getting rid of day-of registrations), our 5K/2 Mile Walk revenue was up by almost \$1,000.

In expenditures, we were over budget by approximately \$8,500. Things that added to the expenditures were large price increases for many things. Tech costs rose by about \$2,600 overall as shown below:

- The bathroom and barricade order was the same as last year's, but the price almost doubled (from \$1,710 to \$3,162).
- The sound system rental went up \$1,325.
- The stage rental went up \$875.

In addition to tech costs, the price of an individual t-shirt doubled causing the total price of volunteer and staff shirts to go up \$2,756. The cost of candy has also increased, which caused our parade candy total to more than double from last year.

New this Year

A few items we updated this year included:

- Online Registration for all events.
- Three entertainer time slots were added to the afternoon schedule. Those that stayed through the afternoon seemed to enjoy the entertainment on stage.

Proposed Changes for Next Year

After the event, City Staff, and then the committee, met to discuss recommended changes and improvements for next year. These include:

- Purchasing our own trailer to use for storage and transportation of July 4th supplies.
- Using community volunteers to help with parade route safety.
- Updating our parade rules to protect those participating.

No action is required. Staff would like the Council to provide any feedback from this year's event or direction for next year's celebration.

Significant Impacts

There are no significant impacts at this time.

Attachments

Independence Day Celebration Budget Summary
4th of July Revenue

Independence Day Celebration Budget Summary

	<u>Prizes</u>	<u>Dinner</u>	<u>Fireworks</u>	<u>Entertain.</u>	<u>Games & Contests</u>	<u>Publicity</u>	<u>Tech</u>	<u>Parade</u>	<u>Misc.</u>	<u>Volunteer</u>	<u>Shirts</u>	<u>Total</u>
2021 Budget	\$8,000	\$4,000	\$20,800	\$3,000	\$2,500	\$1,000	\$10,500	\$1,000	\$250	\$5,550	\$3,400	\$60,000
2021 Expenditures	\$8,741	\$0	\$22,038	\$2,020	\$2,458	\$1,209	\$10,582	\$1,801	\$62	\$4,438	\$5,478	\$58,827
Variance from Budget	(\$741)	\$4,000	(\$1,238)	\$980	\$42	(\$209)	(\$82)	(\$801)	\$188	\$1,112	(\$2,078)	\$1,173

	<u>Prizes</u>	<u>Dinner</u>	<u>Fireworks</u>	<u>Entertain.</u>	<u>Games & Contests</u>	<u>Publicity</u>	<u>Tech</u>	<u>Parade</u>	<u>Misc.</u>	<u>Golf</u>	<u>Volunteer</u>	<u>Shirts</u>	<u>Total</u>
2022 Budget	\$8,000	\$800	\$22,143	\$5,000	\$2,500	\$1,000	\$10,500	\$1,000	\$200	\$0	\$5,457	\$3,400	\$60,000
2022 Expenditures	\$7,282	\$715	\$22,143	\$4,940	\$2,740	\$1,544	\$16,214	\$2,636	\$261	\$397	\$3,426	\$6,156	\$68,453
Variance from Budget	\$718	\$85	\$0	\$60	(\$240)	(\$544)	(\$5,714)	(\$1,636)	(\$61)	(\$397)	\$2,031	(\$2,756)	(\$8,453)

4th of July Revenue	2014	2015	2016	2017	2018	2019	2020	2021	2022
5K	\$5,943	\$6,693	\$6,314	\$5,627	\$7,074	\$6,334		\$4,692	\$5,520
Baby Contest/Diaper Derby	\$765	\$665	\$705	\$675	\$750	\$605	\$110	\$505	\$320
Booth Rental	\$1,845	\$1,590	\$1,515	\$1,590	\$1,850			\$1,400	\$2,220
Dinner	\$940	\$773	\$685	\$403	\$675	\$26			
Sponsors	\$1,002	\$3,000	\$4,750	\$3,390	\$1,700	\$5,450	\$1,850	\$5,600	\$4,600
In-Kind Donations	\$3,930	\$3,580	\$3,500	\$4,987	\$2,990	\$5,007		\$500	\$1,250
Other Donations	\$0	\$0	\$50	\$50	\$0				
Total	\$14,425	\$16,301	\$17,519	\$16,722	\$15,039	\$17,422	\$1,960	\$12,697	\$13,910

CITY COUNCIL STAFF REPORT

Subject: Boundary Line Adjustment with Syracuse City
Author: Bryn MacDonald
Department: Community Development
Meeting Date: October 4, 2022



Background

Donald Sandberg, Reddsand Enterprises, has submitted a request to adjust the boundary line on a piece of property he is purchasing from UDOT. The West Davis Corridor and SR-193 are currently being constructed through portions of Syracuse and West Point. The construction of these roads will create a small piece of property that will be isolated from the rest of West Point City. The boundary line adjustment will allow the applicant to develop the property along with the rest of his property currently in Syracuse.

Analysis

The construction of the West Davis Corridor and SR-193 are currently underway. When the roads are complete, a piece of property that is 1.335 acres on the south side of SR-193 will become separated from the rest of West Point. It will only be able to be served by roads and utilities in Syracuse.

The developer of the adjacent property in Syracuse has submitted a request to do a boundary line adjustment to move this piece of property from West Point to Syracuse (See Attachment A). This would allow the property to be developed cohesively with the planned residential development to the east in Syracuse (See Attachment B)

Process

A boundary line adjustment can be done by completing the process as outlined in Utah State Code section 10-2-419. Each city has to adopt a resolution indicating they intend to adjust the boundary. Notices have to be posted in the City and published online for at least three weeks prior to a public hearing. After the Council holds a public hearing, they adopt an ordinance approving the adjustment.

Since UDOT is the current owner of the property, the code requires that UDOT receive a written notice at least 50 days before the public hearing. The applicant has submitted a letter from UDOT giving permission for this boundary line request (See Attachment E).

Once each city has adopted an ordinance, a plat is filed with the Lieutenant Governor who will issue a certificate of boundary adjustment. The plat and boundary adjustment certificate are then recorded at the county.



Recommendation

This item is on for discussion only. No action is required at this time. If the Council would like to move forward with the boundary line adjustment, a resolution of intent could be adopted at the next meeting.

Attachments

- A. Request from applicant
- B. Proposed plan
- C. Legal description
- D. Survey
- E. Letter from UDOT

September 12, 2022

To: Bryn MacDonald
Community Development Director

Email: bmacdonald@westpointcity.org

List of Attachments:

- Attachment 1 – UDOT Letter to Syracuse City 2-3-22
- Attachment 2 – Concept Trails Edge North 2022-06-27
- Attachment 3 – UDOT North Annex
- Attachment 4 – UDOT South Annex
- Attachment 5 – UDOT Parcels

Ms. MacDonald

Purpose:

The purpose of this letter is to request a boundary line adjustment from West Point City allowing the annexation of UDOT land, described in attachments 3,4, and 5, to be annexed by Syracuse City. The requested boundary line adjustment will facilitate the Trails Edge North Planned Residential Development seen in attachment 2.

Background:

Per attachment 1, ReddSand Enterprises (Mark Sandberg), Barlow Corporation (Jen Barlow), and Country West Construction LLC. have included UDOT parcels 12-040-0098, 12-039-0051 and portions of lots 12-040-0094 and 12-040-0079 into our Trails Edge North Planned Residential Development (attachment 2) located at 3200 West and 700 South Syracuse, UT

V/r

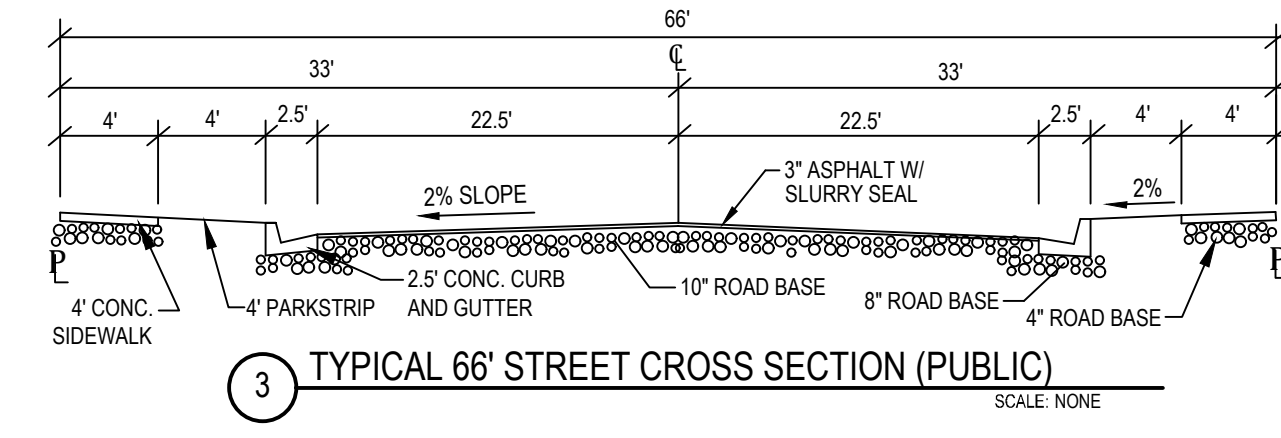
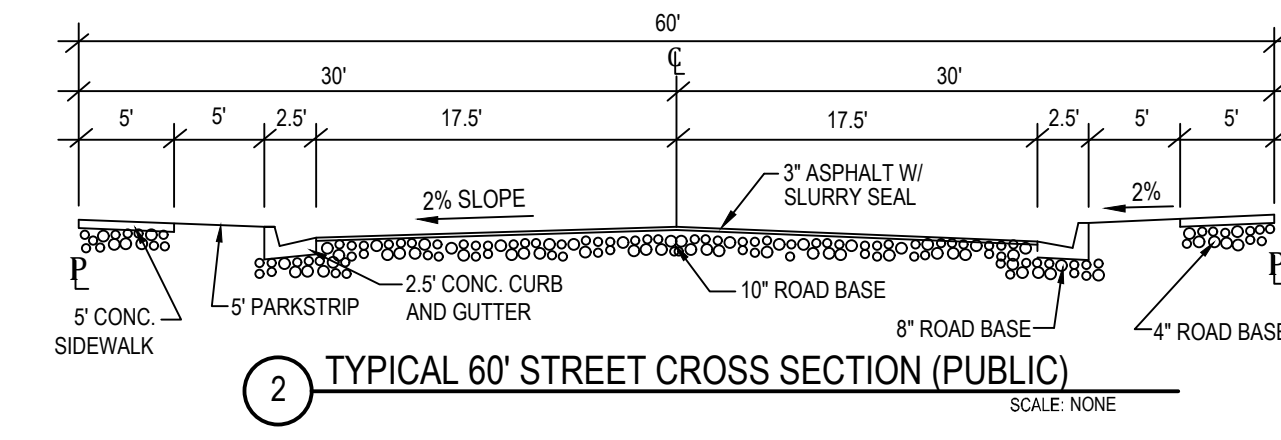
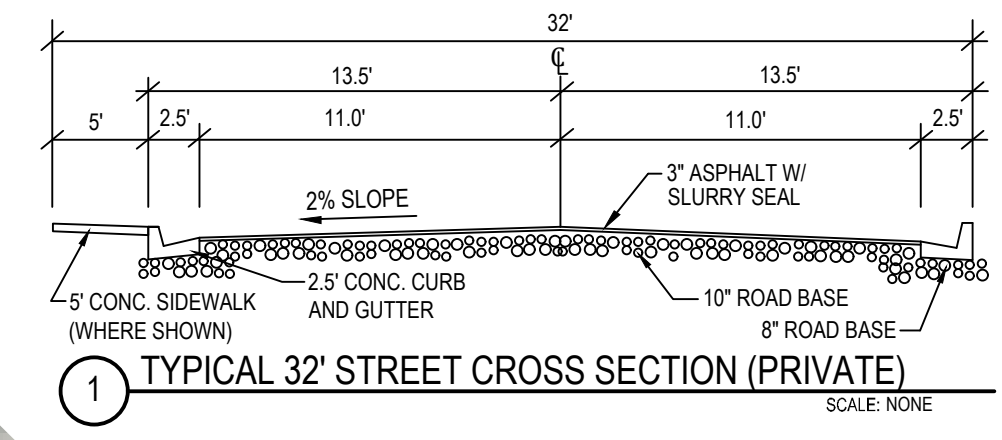


Donald Sandberg
REDDSAND ENTERPRISES

REDDSAND ENTERPRISES
Donsandberg136@gmail.com
(801) 540-1781

811
Know what's below.
Call before you dig.

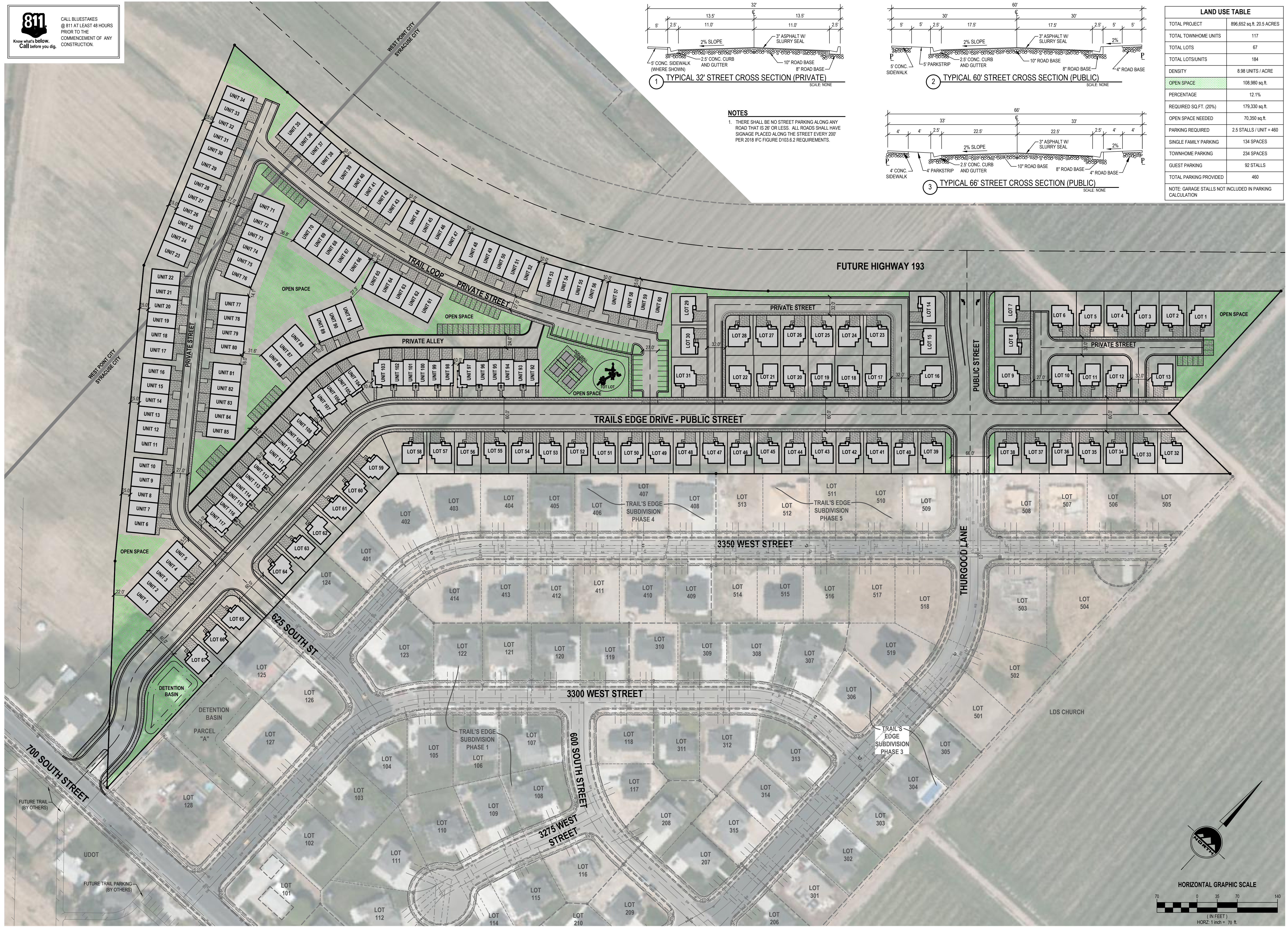
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.



NOTES

1. THERE SHALL BE NO STREET PARKING ALONG ANY ROAD THAT IS 26' OR LESS. ALL ROADS SHALL HAVE SIGNAGE PLACED ALONG THE STREET EVERY 200' PER 2018 IFC FIGURE D103.6.2 REQUIREMENTS.

LAND USE TABLE	
TOTAL PROJECT	896,652 sq. ft. 20.5 ACRES
TOTAL TOWNHOME UNITS	117
TOTAL LOTS	67
TOTAL LOTS/UNITS	184
DENSITY	8.98 UNITS / ACRE
OPEN SPACE	108,980 sq. ft.
PERCENTAGE	12.1%
REQUIRED SQ. FT. (20%)	179,330 sq. ft.
OPEN SPACE NEEDED	70,350 sq. ft.
PARKING REQUIRED	2.5 STALLS / UNIT = 460
SINGLE FAMILY PARKING	134 SPACES
TOWNHOME PARKING	234 SPACES
GUEST PARKING	92 STALLS
TOTAL PARKING PROVIDED	460
NOTE: GARAGE STALLS NOT INCLUDED IN PARKING CALCULATION	



ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
MARK SANDBERG
1882 WOODHAVEN DRIVE
HENDERSON, NEVADA 89074

CONTACT:
CLIENT CONTACT
PHONE: 702-205-4627

**TRAIL'S EDGE NORTH PRD
PLANNED UNIT DEVELOPMENT
3200 WEST 700 SOUTH
SYRACUSE, UTAH**



NO.	DATE	REVISION	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

CONCEPT PLAN

PROJECT NUMBER: L2138C
PRINT DATE: 6/27/22
DRAWN BY: M.ELMER
CHECKED BY: C.PRESTON
PROJECT MANAGER: C.PRESTON

By: CGR
Date: September 8, 2022
Project: L2138

UDOT Annexation Parcel on the South side of Future Highway 193

A parcel of land, situate in the South half of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel located in Syracuse City, Davis County, Utah, more particularly described as follows:

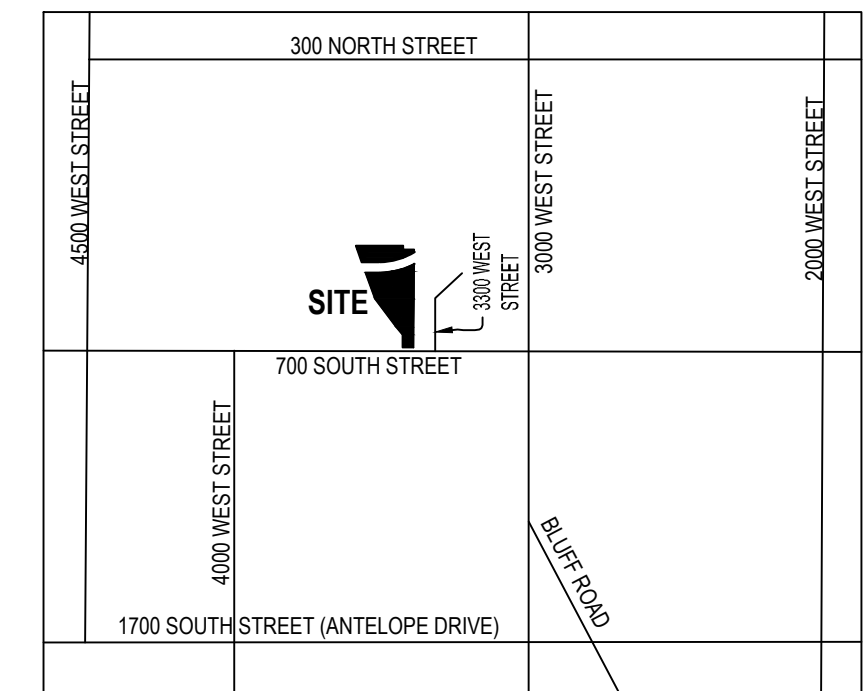
Beginning at a point which is North 00°05'53" East 654.60 feet along the section line (NAD83 Bearing being North 89°32'30" East between the Southeast Corner and the South Quarter Corner of said Section 5, per the Davis County Township Reference Plat) from the South Quarter Corner of said Section 5 and running thence:

North 36°46'40" West 115.53 feet;
thence North 19°56'31" West 414.64 feet;
thence easterly 123.25 feet along the arc of a 9485.00-foot radius non-tangent curve to the left (center bears North 00°11'32" West and the long chord bears North 89°26'08" East 123.25 feet with a central angle of 00°44'40");
thence North 89°03'48" East 78.90 feet;
thence easterly 9.29 feet along the arc of a 1176.00-foot radius tangent curve to the left (center bears North 00°56'12" West and the long chord bears North 88°50'13" East 9.29 feet with a central angle of 00°27'09");
thence South 00°05'53" West 485.01 feet to the Point of Beginning.

Contains: 58,151 square feet or 1.335 acres.

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

BENCHMARK
 CORNER OF SECTION _____
 TOWNSHIP _____ SOUTH RANGE _____ WEST
 SALT LAKE BASE AND MERIDIAN
 ELEV = _____



ENSIGN
 THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
 Phone: 801.255.0529

TOOELE
 Phone: 435.843.3590

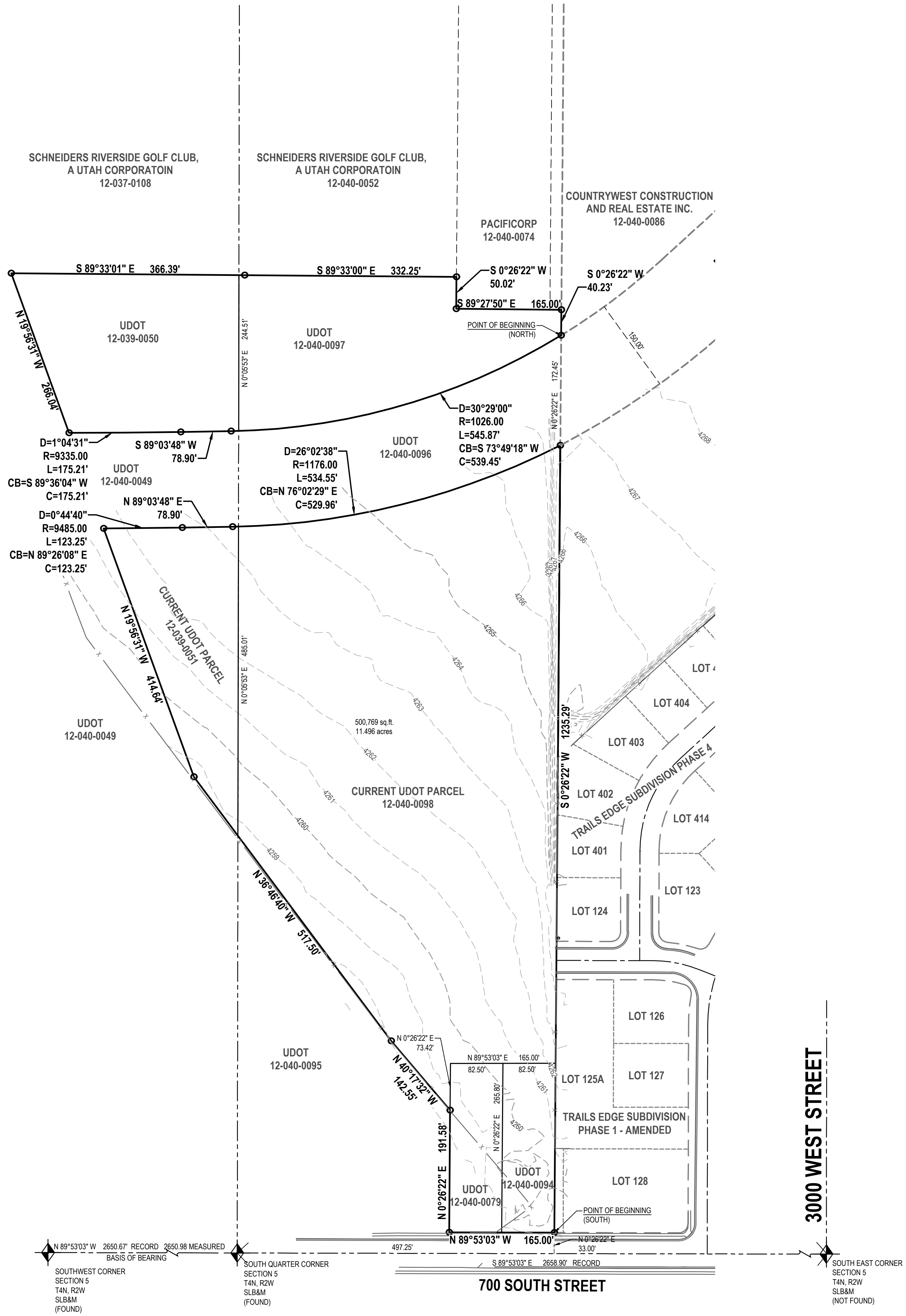
CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 MARK SANDBERG
 1882 WOODHAVEN DRIVE
 HENDERSON, NEVADA 89074

CONTACT:
 CLIENT CONTACT
 PHONE: 702-205-4627



LEGEND

◆ SECTION CORNER	— ADJACENT RIGHT OF WAY
⊕ MONUMENT	— RIGHT OF WAY
○ EXIST REBAR AND CAP	— CENTERLINE
○ SET ENSIGN REBAR AND CAP	— PROPERTY LINE
⊙ WATER METER	— ADJACENT PROPERTY LINE
⊙ WATER MANHOLE	— DEED LINE
⊙ WATER VALVE	— TANGENT LINE
⊙ FIRE HYDRANT	— EXIST DITCH FLOW LINE
⊙ SECONDARY WATER VALVE	— FENCE
⊙ IRRIGATION VALVE	— EDGE OF ASPHALT
⊙ SANITARY SEWER MANHOLE	— SS — SANITARY SEWER LINE
⊙ STORM DRAIN CLEAN OUT	— SD — STORM DRAIN LINE
⊙ STORM DRAIN CATCH BASIN	— LD — LAND DRAIN LINE
⊙ STORM DRAIN COMBO BOX	— W — CULINARY WATER LINE
⊙ STORM DRAIN CULVERT	— SW — SECONDARY WATER LINE
⊙ SIGN	— IRR — IRRIGATION LINE
⊙ ELECTRICAL BOX	— CHP — OVERHEAD POWER LINE
⊙ UTILITY MANHOLE	— E — ELECTRICAL LINE
⊙ UTILITY POLE	— G — GAS LINE
⊙ LIGHT	— — EXISTING CONTOURS
⊙ CABLE BOX	— — CONCRETE
⊙ TELEPHONE BOX	— — BUILDING
⊙ GAS METER	— — PUBLIC DRAINAGE EASEMENT
⊙ TREE	— — DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY
⊙ SHRUB	

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

SURVEYOR'S CERTIFICATE

I, Trent R. Williams, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. 8034879 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of The Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 11-20-11 and have verified all measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the herein described tract of real property and that it has been drawn correctly and is a true and correct representation of the herein described lands included in said subdivision based on data compiled from The County Recorder's office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

PARCEL DESCRIPTIONS (UDOT PARCELS ON SOUTH SIDE OF FUTURE HIGHWAY 193)

A parcel of land, situate in the Southeast Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel located in Syracuse City, Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°33'03" East 497.25 feet along the section line and North 0°26'22" East 33.00 feet from the South Quarter Corner of said Section 5 and turning thence:

North 89°33'03" West 165.00 feet;
 thence North 0°26'22" East 191.58 feet;
 thence North 42°17'32" West 142.55 feet;
 thence North 36°48'42" West 517.50 feet;
 thence North 19°56'31" West 414.64 feet;
 thence North 89°03'48" East 78.90 feet;
 thence Easterly 123.25 feet along the arc of a 8485.00 foot radius non-tangent curve to the left (center bears North 00°11'32" West and the long chord bears North 89°26'08" East 123.25 feet with a central angle of 0°44'31");
 thence North 89°03'48" East 78.90 feet;
 thence Easterly 534.55 feet along the arc of a 1176.00 foot radius tangent curve to the left (center bears North 00°56'12" West and the long chord bears North 76°02'29" East 529.96 feet with a central angle of 26°10'38");
 thence South 00°26'22" West 123.29 feet to the Point of Beginning.

Contains: 500.769 square feet or 11.496 acres.

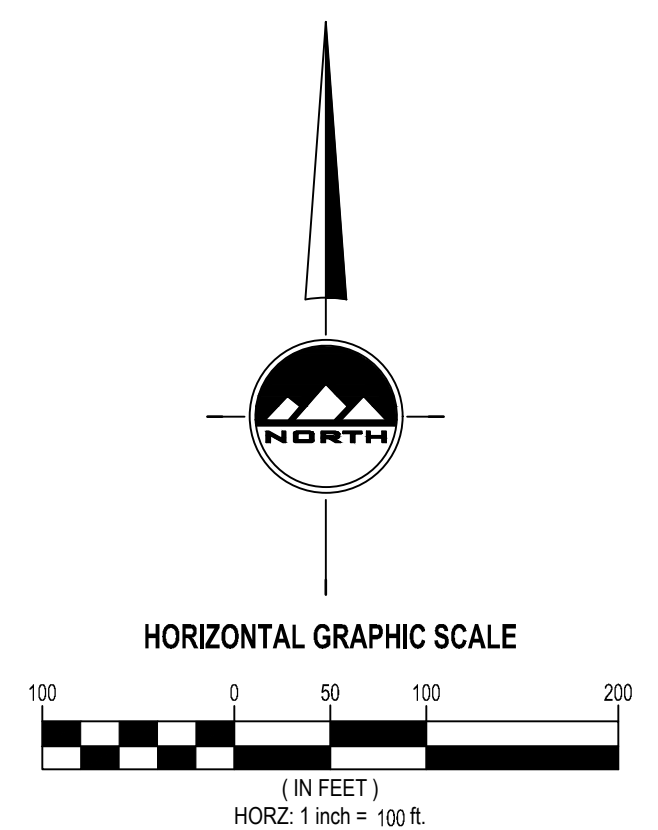
PARCEL DESCRIPTIONS (UDOT PARCELS ON NORTH SIDE OF FUTURE HIGHWAY 193)

A parcel of land, situate in the Southeast Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel located in Syracuse City, Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°33'03" East 497.25 feet along the section line and North 0°26'22" East 144.75 feet from the South Quarter Corner of said Section 5 and turning thence:

Westerly 545.87 feet along the arc of a 1026.00 foot radius curve to the right (center bears North 31°25'12" West and the long chord bears South 73°49'18" West 539.45 feet with a central angle of 30°29'07");
 thence South 89°03'48" West 78.90 feet;
 thence Westerly 173.21 feet along the arc of a 9235.00 foot radius tangent curve to the right (center bears North 00°56'12" West and the long chord bears South 89°36'04" West 173.21 feet with a central angle of 0°10'43");
 thence North 13°56'31" West 266.04 feet;
 thence South 89°33'03" East 366.38 feet;
 thence South 89°33'00" East 332.25 feet;
 thence South 00°26'22" West 50.02 feet;
 thence South 89°27'50" East 165.00 feet;
 thence South 00°26'22" West 40.23 feet to the Point of Beginning.

Contains: 165.877 square feet or 3.805 acres.



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5
 TOWNSHIP 4 NORTH RANGE 2 WEST
 SALT LAKE BASE & MERIDIAN
 SYRACUSE CITY, DAVIS COUNTY, UTAH

TRAIL'S EDGE UDOT PARCELS
 3200 WEST 700 SOUTH
 SYRACUSE, UTAH

BOUNDARY/ TOPOGRAPHY SURVEY

PROJECT NUMBER: L2138C
 PRINT DATE: 3/2/22
 DRAWN BY: C. ROMER
 CHECKED BY: C. PRESTON
 PROJECT MANAGER: T. WILLIAMS

1 OF 1



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

February 3, 2022

Syracuse City
Community and Economic Development
1979 West 1900 South
Syracuse, Utah 84075

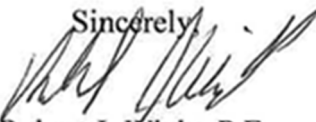
Attention: Noah Steele AICP, CED Director

Dear Noah:

I am writing this letter to inform you that the Utah Department of Transportation (UDOT) is in the process of negotiating a land trade and sale of parcels 12-040-0098, 12-039-0051 and a portion of lots 12-040-0094 and 12-040-0079 with Jenn Barlow and Mark Sandberg. They are currently developing the Trail's Edge Phase 6 Planned Residential Development located at 3200 West and 700 South.

This letter gives Mark Sandberg authorization to include the property with the current Trails Edge Phase 6 planned unit development, re-zone the property, acquire final design approval and annex a portion of the property from West Point City to Syracuse City.

Please feel free to call me if you have any questions at 801-620-1640 or email me at rwight@utah.gov.

Sincerely,

Robert J. Wight, P.E.
Region One Director

CITY COUNCIL STAFF REPORT

Subject: Transportation Master Plan
Author: Boyd Davis
Department: Engineering
Meeting Date: October 4, 2022



Background

Recently the City Council reviewed the new Transportation Master Plan and adopted the new Impact Fee. The master plan must also be adopted as part of the General Plan and there is a formal process for doing so. The Planning Commission recently held a public hearing and recommended approval of the master plan. Staff will now present the plan to the City Council for consideration of approving.

Analysis

The Planning Commission approved the plan unanimously, however, it is important to note that there were several public comments made at the public hearing. Most of the comments were concerning growth related issues. Additionally, there were also several comments against the proposed main street concept. In the end, the Planning Commission recommended approval of the plan, but without the main street concept. They felt that it could be further discussed during the upcoming general plan revision.

The new master plan also includes several other elements including:

- Existing Conditions
- Future Conditions at both 2032 and 2050
- Recommended Future Road Projects
- Functional Classification of Roadways
- Access Management Recommendations
- Speed limit Recommendations and Traffic Calming Recommendations

All of these elements are very important, but the main purpose of the plan is to identify new road projects or the widening of existing roads that will be required to meet future demands. The Plan indicates that by 2050 the population of West Point City could grow by 85% to nearly 23,000 residents. This growth is expected to create 23,227 additional daily trips on the roads by 2032 and an additional 64,841 daily trips at buildout. All of those additional trips create a need for new or expanded roadways. The following table lists the recommended projects through 2032:

PROJECT #	LOCATION	PROJECT	COST
1	300 North; 2000 West to 4000 West	Re-Construct to 3-lane collector	\$9,000,000
2	Cold Springs Road; 200 South to 200 North	New 2-lane collector	\$5,153,316
3	Cold Springs Road; 450 South to 200 South	New 2-lane collector	\$1,894,858
4	200 South; 4500 West to Cold Springs Road	New 3-lane road	\$5,739,938
Intersection 1	300 North / 1500 West	Striping Improvements	\$3,380
Intersection 2	700 South / 4000 West	Roundabout	\$1,027,928
Intersection 6	SR-110 (4500 West) / 300 North	Roundabout	\$1,200,000
Total			\$24,019,420

Recommendation

No action required at this meeting; however, staff recommends approval of the Transportation Master Plan and that it be adopted into the General Plan. Staff also recommends that a public hearing be held at the next meeting and that Council consider keeping the main street concept as part of the plan.

Significant Impacts

None

Attachments

Master Plan can be found at:

<https://ut-westpoint.civicplus.com/DocumentCenter/View/710/Transportation-Master-Plan>

CITY COUNCIL STAFF REPORT



Subject: 2000 West Betterment Agreement
Author: Boyd Davis
Department: Engineering
Meeting Date: October 4, 2022

Background

In connection with the widening of 2000 West, there are several underground utility upgrades that must be done prior to construction of the roadway. UDOT's contractor will complete the work on behalf of the City, but an agreement for the payment of the costs must be executed before the work can begin.

Analysis

The utility upgrades include the following items:

- A new 12" waterline from 470 N to 800 N.
- Replacement of all water service lines going to existing homes along 2000 W. Water services will be placed in sleeves to provide easy access in the future.
- A new 10" sewer line from 470 N to 800 N.

These upgrades are necessary to ensure that we have reliable infrastructure under the new concrete roadway. The cost of upgrading these utilities now is much lower than the cost of repairs after the roadway is finished.

The costs are based upon UDOT's estimate (\$1.5 M) which appears to be quite conservative. The City will only pay the actual costs from the contractor. Construction costs have increased significantly over the past few years and this project is more than what was budgeted. However, the City has received ARPA funds and we plan to use these funds to supplement the budget.

Recommendation

Staff recommends approval of Resolution 10-04-2022B

Significant Impacts

None

Attachments

Agreement
Resolution 10-04-2022B

RESOLUTION NO. 10-04-2022B

A RESOLUTION APPROVING A BETTERMENT AGREEMENT BETWEEN WEST POINT CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF WATER AND SEWER IMPROVEMENTS

WHEREAS, West Point City plans to upgrade water and sewer lines on 2000 West; and

WHEREAS, The Utah Department of Transportation is willing to install said improvements on behalf of West Point City; and

WHEREAS, a betterment agreement has been prepared, which outlines the responsibilities of each party and a methodology for sharing the costs of said improvements.

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

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

PASSED AND ADOPTED this 4th day of October, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

West Point City (Local Agency) Cost Estimate Betterment Agreement	Utility and Landscaping Betterment Description: 1. Waterline Replacement 2. Sewer Line Replacement 3. Landscaping Enhancements 4. Lighting	Estimated Cost for Combined Betterment \$1,544,010.10
PIN: 15680 FINET/CID: 72699	Project Number: S-0108 (36)6 Project Name: SR-108; 300 North to 1800 North	Agreement Number Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, (“UDOT”), and **West Point City** a political subdivision of the State of Utah, (“**Local Agency**”).

Subject to the attached provisions, UDOT will include the following water, sewer, lighting and landscape enhancements betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Detailed Description of Utility Betterment Work is outlined below and shown in plans attached as **Exhibit “A”**, that are incorporated by reference and detailed estimate is attached as **Exhibit “B”**, that is incorporated by reference.

Detailed Description of Landscape Enhancements Betterment Work above UDOT’s approved baseline is shown in plans attached as **Exhibit “C”**, and Lighting plan is shown in **Exhibit “D”**, and the detailed baseline and betterment estimated cost is attached as **Exhibit “E”**, all are incorporated by reference.

BETTERMENT ESTIMATE	
Water and Sewer Betterment Work Total Estimated Cost	\$1,471,151.85
Landscape Enhancements Betterment Work (includes lighting) Total Estimated Cost	\$24,834.25
Water and Sewer Betterment Work and Landscape Enhancements Betterment Work Total Estimated Cost	\$1,495,986.10

The total estimated combined cost of the Utility and Landscaping betterment work is **\$1,495,986.10**. The Preliminary and Construction Engineering costs shall be advance deposited with UDOT, the construction costs will be paid through progress billings during Betterment Work. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510 within 30 days post completion of Betterment Work.

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be

by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing.
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to

accept, own and maintain the betterment work covered herein at no further cost to UDOT.

The Local Agency requests the option to Landscape the Detention Pond in the City Limits at their own cost after the project is completed. If the Local Agency landscapes the Detention Pond they will take over all maintenance responsibilities of the detention pond and will meet with UDOT to approve any landscaping features prior to installation at which time the Local Agency and UDOT will enter into a separate Supplemental Landscaping Agreement detailing the added landscaping features.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

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

VII. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

West Point City (Local Agency)			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By		Date	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

CITY COUNCIL STAFF REPORT

Subject: ARPA Grant – Davis County
Author: Boyd Davis
Department: Engineering
Meeting Date: October 4, 2022



Background

West Point City has been approved for a grant from Davis County to fund the design of the sewer expansion project in the northwest area of the City. The City recently completed a sewer feasibility study for this area that outlined how the sewer system could be expanded. It is now time to begin the actual engineering design in anticipation of constructing the new sewer system. Davis County has been very supportive of the sewer expansion and thus approved a grant of \$2M to fund the design of the system.

Analysis

The funds for this grant are coming from the State & Local Fiscal Recovery Fund (SLFRF), which is part of the American Rescue Plan Act (ARPA) money that Davis County received from the federal government. These funds are intended for infrastructure projects, such as sewer systems. Davis County is distributing the funds via a grant program they created to share the funds with the municipalities of the County. The City has submitted three separate applications for the sewer expansion project. The first application is for the design, and the other two applications are for the first two phases of construction. We have been approved for the design and we expect to receive approval for the construction soon.

To officially receive this grant the City must enter into an agreement with the County. The County has been working on the agreement and recently delivered the final draft to us. Because of strict deadlines with the ARPA funds, we would like to move this along as quickly as possible. If the Council is comfortable with the agreement it must be approved by resolution.

In connection with the ARPA grant, the City must also enter into a contract for the design services. The selection committee has chosen a team of two firms: Bowen Collins & JUB Engineers. Both are very qualified firms and will do an excellent job. We are currently in negotiations with them for the cost of the design. We will report to the Council at the upcoming meeting on the progress of the negotiations. As with the grant, we are also under tight timeframes for the design and hope to be able to approve the engineering contract at the next meeting.

Recommendation

Staff recommends approval of Resolution 10-04-2022A

Significant Impacts

None

Attachments

Resolution 10-04-2022A and Agreement

RESOLUTION NO. 10-04-2022A

**A RESOLUTION APPROVING A
CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS SUBAWARD AGREEMENT
BETWEEN DAVIS COUNTY AND
WEST POINT CITY**

WHEREAS, West Point City, on or about April 19, 2022, submitted a Davis County Funding Application to the County for the design of the sewer expansion project; and

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

WHEREAS, the County desires to grant the Application to 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 Agreement, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

PASSED AND ADOPTED this 4th Day of October, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds Subaward Agreement
Between
Davis County, Utah
and
West Point, Utah

I. Overview.

- A. Parties. The parties to this agreement are Davis County, Utah, a body politic and political subdivision of the State of Utah (“Davis County”), and West Point City, Utah, a body politic and political subdivision of the State of Utah (“West Point”).
- B. Definitions. The definitions in 2 C.F.R. § 200.1 are hereby incorporated into this agreement.
- C. Roles. For the purposes of this agreement, Davis County serves as a pass-through entity.
- D. Source of Funding. This agreement is funded by a portion of the \$69,048,017.00 allocated to Davis County by the Coronavirus State and Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (“ARPA/CSLFRF”).
- E. Purpose. The purpose of this agreement is to establish the terms and conditions for a subaward allocated by Davis County to Subrecipient.
- F. Disclosures. Federal regulations, specifically 2 C.F.R. § 200.332 (a)(1), require Davis County to provide Subrecipient with specific information about this subaward. The information required by 2 C.F.R. § 200.332 (a)(1) is listed in Exhibit A: Subaward Information, which is attached to this agreement and incorporated into this agreement by this reference.
- G. Term. This agreement shall govern the performance of the parties for the period of October 11, 2022 (the “Effective Date”) through June 30, 2024 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this agreement (“Agreement Term”).

II. Scope of Funded Activities.

- A. Scope of Services. Subrecipient shall perform all activities described in Exhibit B: Approved Activities, which is attached to this agreement and incorporated into this agreement by this reference.
- B. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by Davis County, which is attached to this agreement as Exhibit C: Approved Budget and incorporated into this agreement by this reference.
- C. Prior Approval for Changes. Subrecipient shall not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Davis County. Subrecipient shall not make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Davis County.

III. Compensation.

- A. Payment of Funds. Davis County agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this agreement in an amount not to exceed \$2,000,000.00 (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Davis County if a substantial change is made in the Approved Activities that affects this agreement or if this agreement is terminated prior to the expiration of the Agreement Term. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this agreement.

- B. Invoices. On or before the 20th day of each month and in any event no later than 30 days after the earlier of the expiration or termination of this agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by Davis County,¹ for the most recent month ended, to the Davis County Auditor's Office by email at ap@co.davis.ut.us or mail at Davis County Auditor – SLFRF, P.O. Box 618, Farmington, UT 84025, setting forth actual expenditures of Subrecipient in accordance with this agreement. Within 30 days from the date that the Davis County Auditor's Office receives such invoice, Davis County may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, Davis County shall notify Subrecipient as to the disapproval. A decision by Davis County to disapprove a reimbursement claim is final. There is no appeal process for Subrecipient. If Davis County approves an invoice for payment, then Davis County will disburse funds to Subrecipient within 45 days.
- C. Davis County's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds by Davis County to Subrecipient under the terms of this agreement are contingent on the receipt of such funds by Davis County from the ARPA/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Davis County receives from the ARPA/CSLFRF is reduced, Davis County may reduce the amount of funds awarded under this agreement or terminate this agreement. Davis County also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this agreement or for failure of Subrecipient to comply with the terms and conditions of this agreement.

IV. Financial Accountability and Grant Administration.

- A. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this agreement and with any program income earned as a result of funds received pursuant to this agreement. Subrecipient must administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARPA/CSLFRF Assistance Listing Number 21.027. Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by Davis County if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of the Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this agreement.
- B. Limitations on Expenditures. Davis County shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Davis County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement. Davis County may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this agreement.
- C. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C shall apply to this agreement.
- D. Financial and Other Reports. Subrecipient shall submit to Davis County such reports and back-up data as may be required by the Federal Government or Davis County, including such reports which enable Davis County to submit its own reports to the U.S. Department of the Treasury. This provision will survive the

¹ This format may include, but is not limited to, the following: 1) An itemized, detailed description of the services provided and costs incurred by Subrecipient during the billing period; 2) The date services were rendered and costs incurred; 3) Subrecipient's grant number; 4) A uniquely identifiable invoice number; 5) Subrecipient's payment address; 6) Subrecipient's telephone number; and 7) Subrecipient's signature certifying that the requested payment complies with this provisions of the Federal award, this agreement, and applicable laws, regulations, and rules.

expiration or termination of this agreement with respect to any reports which Subrecipient is required to submit to Davis County following the expiration or termination of this agreement.

- E. **Improper Payments.** Any item of expenditure by Subrecipient under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of Davis County, the U.S. Department of the Treasury, the Utah State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by Davis County under this agreement or any other agreements between Davis County and Subrecipient. This provision shall survive the expiration or termination of this agreement.
- F. **Audits and Access to Records.** Subrecipient certifies compliance with applicable provisions of 2 C.F.R. §§ 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 2 C.F.R. § 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this agreement upon request. Subrecipient certifies that it will provide Davis County with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement.
- G. **Closeout.** Final payment request(s) under this agreement must be received by Davis County no later than 30 days after the earlier of the Expiration Date or the last day of the Agreement Term. Davis County will not accept a payment request submitted after this date without prior authorization from Davis County. In consideration of the execution of this agreement by Davis County, Subrecipient agrees that acceptance of final payment from Davis County will constitute an agreement by Subrecipient to release and forever discharge Davis County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to Davis County under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of Davis County. Such requirements shall include submitting final reports to Davis County and providing any closeout-related information requested by Davis County by the deadlines specified by Davis County. This provision shall survive the expiration or termination of this agreement.

V. Compliance with Grant Agreement and Applicable Laws.

- A. **General Compliance.** Subrecipient shall perform all Approved Activities funded by this agreement in accordance with this agreement, the award agreement between Davis County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. Davis County may assist Subrecipient in complying with all applicable requirements. However, Subrecipient is responsible to become familiar with applicable laws and requirements and shall remain responsible for ensuring its compliance with all applicable requirements.
- B. **Authority.** This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:
 - 1. **Authorizing Statute.** Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2);

2. Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable April 1, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803); and
3. Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, June 17, 2022, Version: 4.1.

This agreement is also subject to all applicable laws of the State of Utah.

C. Federal Regulations Applicable to This Agreement.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (“Uniform Guidance”), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000. These requirements dictate how Subrecipient must administer the subaward and how Davis County must oversee Subrecipient. The applicable Uniform Guidance provisions are as follows: 1) Subpart A, Acronyms and Definitions; 2) Subpart B, General provisions; 3) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; 4) Subpart D, Post Federal Award Requirements (Except 2 C.F.R. § 200.305(b)(8) & (9)); 5) Subpart E, Cost Principles; and 6) Subpart F, Audit Requirements. Such provisions include, but are not limited to, the following:

- a. Subpart D, Post Federal Award Requirements.

- 1) Procurement.

- a) Federal. Consistent with Uniform Guidance compliance requirements, including the standards in 2 C.F.R. § 200.318 for the acquisition of property, equipment, supplies, or services required under this agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient’s documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 C.F.R. Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
 - i. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for noncompetitive procurements only if one or more of the following circumstances apply: (1) the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold; (2) the item is available only from a single source; (3) the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) the Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) after solicitation of a number of sources, competition is determined inadequate.
 - ii. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - iii. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 C.F.R. § 200.318(c). Subrecipient shall immediately disclose in writing to Davis County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. In addition to any

- other remedies stated in or allowed pursuant to this agreement or otherwise, Davis County may do any of the following regarding potential conflicts of interest: 1) Investigate; 2) Require information from Subrecipient; 3) Required remedial action; 4) Disapprove transactions; or 5) Require repayment of transactions.
- iv. Pursuant to 2 C.F.R. § 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - v. Pursuant to 2 C.F.R. § 200.218(i), Subrecipient “must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- b) Local. In addition to the requirements described in subsection a) directly above, Subrecipient shall comply with the following:
- i. Reporting. Subrecipient shall document, in its quarterly report to Davis County, the status of all contracts executed in connection with this agreement.
 - ii. Davis County’s Review of Solicitations. Except for micro-purchases made pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this agreement, then Subrecipient shall forward to Davis County a copy of any solicitation (whether competitive or non-competitive) at least 30 days prior to the publication or communication of the solicitation. Davis County will review the solicitation and provide comments, if any, to Subrecipient within ten business days. Failure to respond within ten business days does not constitute approval by Davis County. Consistent with 2 C.F.R. § 200.324, Davis County will review the solicitation for compliance with applicable procurement standards. Davis County’s review and comments do not constitute a binding approval of the solicitation. Regardless of Davis County’s review, Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review, Davis County identifies any deficiencies, then Davis County will communicate those deficiencies to Subrecipient as quickly as possible within the ten business day window outlined above.
 - iii. Davis County’s Review of Contracts. Except for micro-purchases pursuant to 2 C.F.R. § 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this agreement, then Subrecipient shall forward to Davis County a copy of the written contract prior to contract execution. Davis County shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within ten business days. Failure to respond within ten business days does not constitute approval by Davis County. Consistent with 2 C.F.R. § 200.324, Davis County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Davis County’s review and comments do not constitute an approval of the contract. Regardless of Davis County’s review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review, Davis County identifies any deficiencies, then Davis County will communicate those deficiencies to Subrecipient as soon as possible within the ten business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

- 2) Subawards. In executing this agreement, Subrecipient may not enter a subaward without prior written approval from Davis County.
- 3) Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316.
- 4) Program Income. Will this project generate program income? Please mark the applicable box below:

Yes

No

If this project will generate program income, then the Subrecipient, during the term of this agreement, must segregate the gross proceeds of the program income and follow the provisions in 2 C.F.R. § 200.307.

Subrecipient shall document compliance with Uniform Guidance requirements, including adoption and implementation of all required policies and procedures, within 30 days of the execution of this agreement and during all subsequent reviews during the Agreement Term. Davis County may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of Davis County’s assistance, it is Subrecipient’s responsibility to properly comply with all Uniform Guidance requirements. Failure to do so may result in termination of this agreement by Davis County.

2. Universal Identifier and System for Award Management (SAM). Pursuant to 2 C.F.R. Part 25, Subrecipient shall obtain, and provide to Davis County, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.
3. Reporting Subaward and Executive Compensation Information as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by Section 6202 of Public Law 110-2502 (the “Transparency Act”), and pursuant to the guidance set forth in 2 C.F.R. Part 170. Subrecipient shall provide Davis County with all information requested by Davis County to enable Davis County to comply with the reporting requirements of the Transparency Act. Subrecipient shall complete the Transparency Act Certification, which is attached to this agreement as Exhibit D: Transparency Act Certification and incorporated into this agreement by this reference. Subrecipient shall also insure that the Transparency Act Certification is executed by an authorized representative of Subrecipient who has the authority to legally bind the Subrecipient.
4. Suspension and Debarment pursuant to 2 C.F.R. Part 180. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of the Treasury at 31 CFR Part 19. Subrecipient shall complete the Debarment and Suspension Certification, which is attached to this agreement as Exhibit E: Debarment and Suspension Certification and incorporated into this agreement by this reference. Subrecipient shall also ensure that the Debarment and Suspension Certification is executed by an authorized representative of Subrecipient who has the authority to legally bind the Subrecipient. Davis County may terminate this agreement immediately if Subrecipient is or becomes debarred or suspended or if any of Subrecipient’s principals are or become debarred or suspended.
5. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or

cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit F: Lobbying Certifications, which is attached to this agreement and incorporated into this agreement by this reference.

- D. **Mandatory Contract Provisions.** Subrecipient shall include contract provisions required by Uniform Guidance and other state and federal laws and regulations, and as otherwise dictated by Davis County, in its contracts with contactors. These mandatory contract provisions must include, but are not limited to, the contract provisions set forth in Exhibit G: Mandatory Contract Provisions, which is attached to this agreement and incorporated into this agreement by this reference.
- E. **Equal Opportunity & Other Requirements.** Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.
1. **Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 2. **Fair Housing Laws.** Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 3. **Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 4. **Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 5. **Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. **Federal Funding Accountability and Transparency Act of 2006.** Subrecipient shall provide Davis County with all information requested by Davis County to enable Davis County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).
- G. **Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Davis County proof of any licensure, certification, permit or accreditation upon request.
- H. **Publications.** Any publications produced with funds from this agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [LOCAL GOVERNMENT NAME], Utah by the U.S. Department of the Treasury.”
- I. **Program for Enhancement of Contractor Employee Protections.** Subrecipient is hereby notified that it is required to:
1. Inform its employees working on any Federal award that they are subject to the whistleblower rights and remedies of the program;
 2. Inform its employees in writing of employee whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce; and
 3. Include such requirements in any agreement made with a subcontractor or subgrantee.

- J. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 C.F.R. § 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
- K. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.
- L. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if Subrecipient in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to Davis County within 30 days of the execution of this agreement and yearly thereafter during the Agreement Term.
- M. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).
- N. Drug-free Workplace Requirements. Subrecipient agrees to comply with the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code) by providing a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Subrecipient's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed on employees for drug abuse violations.
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant or agreement be given a copy of the statement required by subsection V.N.1. of this agreement;
 - 4. Notifying the employee in the statement required by subsection V.N.1 of this agreement that as a condition of employment the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
 - 5. Notifying the U.S. Department of the Treasury and Davis County within ten days after receiving notice under subsection V.N.4.b. of this agreement from an employee or otherwise receiving actual notice of a conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by Section 8104 of the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code); and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections V.N.1 through V.N.6 of this agreement.

Subrecipient acknowledges and agrees that payment under this agreement may be suspended and this agreement may be terminated by Davis County or the U.S. Department of the Treasury if Subrecipient violates the Drug-free Workplace Act of 1988 or a number of Subrecipient's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Subrecipient has failed to make a good faith effort to provide a drug-free workplace as requirement by the Drug-free Workplace Act of 1988.

Subrecipient further acknowledges and agrees that Subrecipient may be suspended or debarred if Subrecipient violates the Drug-free Workplace Act of 1988 or a number of Subrecipient's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Subrecipient has failed to make a good faith effort to provide a drug-free workplace as requirement by the Drug-free Workplace Act of 1988.

- O. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this agreement in any publicity and/or signage relating to the funded project or program.
- P. Anti-boycott Israel Act. In accordance with Titl3 63G, Chapter 27 of the Utah Code Annotated, Subrecipient certifies that it is not currently engaged in a boycott of the State of Israel, and Subrecipient agrees not to engage in a boycott of the State of Israel for the duration of this agreement.

VI. Cooperation in Monitoring and Evaluation.

- A. Davis County's Responsibilities. Davis County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this agreement. Davis County must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Davis County may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities will depend on the results of Subrecipient's Risk Assessment, as detailed in Davis County's Subaward and Monitoring Policy for the expenditure of ARPA/CSLFRF funds, which is attached to this agreement as Exhibit H: Subaward Policy and incorporated into this agreement by this reference.

- B. Subrecipient Responsibilities.
 1. Monitoring and Visits. Davis County may monitor Subrecipient's performance, including through scheduled and unannounced visits. Subrecipient shall allow Davis County's representatives to have access to any records related to this agreement. Subrecipient shall permit Davis County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award. Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this agreement.
 2. Audits. Subrecipient shall allow auditors access to any records related to this agreement. Subrecipient shall cooperate fully with any reviews or audits of the activities under this agreement by authorized representatives of Davis County, the Utah State Auditor, the U.S. Department of the Treasury, and the

U.S. Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this agreement.

- C. Interventions. If Davis County determines that Subrecipient is not in compliance with this agreement, Davis County may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If Davis County determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within 30 days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Davis County otherwise learns of a compliance or performance deficiency related to the execution of this agreement. The written notice shall notify Subrecipient of the following related to the intervention:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

Davis County may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that Davis County determines:

Level 1 Interventions. The following interventions may be required for minor compliance or performance issues:

- a. Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period;
- b. More frequent or more thorough reporting by Subrecipient;
- c. More frequent monitoring by Davis County; or
- d. Required Subrecipient technical assistance or training.

Level 2 Interventions. The following interventions may be required for more serious compliance or performance issues:

- a. Restrictions on funding payment requests by Subrecipient;
- b. Disallowing payments to Subrecipient;
- c. Requiring repayment for disallowed cost items; or
- d. Imposing probationary status on Subrecipient.

Level 3 Interventions. The following interventions may be required for significant and/or persistent compliance or performance issues:

- a. Temporary or indefinite funding suspension to Subrecipient;
- b. Nonrenewal of funding to Subrecipient in subsequent year;
- c. Terminate funding to Subrecipient in the current year; or
- d. Initiate legal action against Subrecipient.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Davis County.

- D. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this agreement (including without limitation

personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this agreement. Subrecipient shall make all records, books, papers and other documents that relate to this agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Davis County, the Utah State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

- E. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering this agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify Davis County of any changes to these personnel within 30 days of the change. Key personnel names, titles, and contact information shall be listed in Exhibit I: Key Personnel, which is attached to this agreement and incorporated into this agreement by this reference.

VII. Termination; Remedies; Financial Viability.

- A. Termination for Cause. Davis County may immediately terminate this agreement for cause. For purposes of this section, “cause” may include, but is not limited to, misuse of funds, fraud, lack of compliance with applicable laws, regulations, or rules, failure to perform on time, or failure to comply with any of the requirements of this agreement.
- B. Termination without Cause. Davis County may terminate this agreement for any reason, in its sole discretion, by providing Subrecipient with 30 days prior written notice.
- C. Termination by Mutual Agreement. Davis County and Subrecipient may agree to terminate this agreement for their mutual convenience through a written amendment to this agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this agreement.
- D. Termination Procedures. If this agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of this agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to Davis County because of any breach of agreement by Subrecipient. Davis County may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due Davis County from Subrecipient is determined.
- E. Remedies Other Than Termination. If Davis County determines that Subrecipient has not complied with one or more of the provisions of this agreement, the requirements of the underlying Federal award, or state or federal law, then Davis County may do any of the following:
 - 1. Require corrective action;
 - 2. Disallow expenditures and adjust payments to Subrecipient by deducting the disallowed expenditures;
 - 3. Withhold funds due Subrecipient to cover the costs of any audits, legal fees, and other expenses;
 - 4. Withhold payments to Subrecipient until Davis County fully recoups any incorrectly paid funds;
 - 5. Require repayment; and
 - 6. Pursue any remedy allowed by law or in equity.
- F. Financial Viability. By signing this agreement, Subrecipient certifies to Davis County that it is financially viable. Subrecipient shall remain financially viable throughout the duration of this agreement. If Davis County receives notice of any lien or IRS withholding against Subrecipient’s payments, or notice of a Subrecipient bankruptcy, then Davis County may immediately terminate this agreement. Subrecipient shall provide Davis County with proof of financial viability upon request.

VIII. General Conditions.

- A. Insurance. Subrecipient shall maintain the following insurance policies with minimum limits as set forth below:

1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements and names Davis County as the certificate holder, with minimum limits as follows:
 - a. Each occurrence - \$1,000,000.00;
 - b. Damage to rented premises - \$100,000.00;
 - c. Medical expenses (Any one person) - \$5,000.00;
 - d. Personal and advertising injury - \$1,000,000.00;
 - e. General aggregate - \$2,000,000.00; and
 - f. Products liability or completed operations aggregate - \$2,000,000.00.
2. A valid automobile liability insurance policy with a combined single limit for each accident of \$1,000,000.00; and
3. A valid Workers Compensation and Employers' Liability insurance policy with limits for workers compensation at the statutory limits and the following minimum limits for employers liability:
 - a. Each accident - \$500,000.00;
 - b. Disease – Each employee - \$500,000.00; and
 - c. Disease – Policy Limit - \$1,000,000.00.

If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide Davis County with the applicable state issued waiver.

Davis County may request Subrecipient to provide Davis County with certificates or other records that demonstrate that Subrecipient is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If Subrecipient fails to provide Davis County with the requested Certificates/Records within three business days of Davis County's request, Davis County may immediately terminate this contract. If Subrecipient fails to have the insurances required by this contract, Davis County may immediately terminate this contract. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

- B. Alternative Coverage Other Than Insurance. Subrecipient may satisfy the requirements of Section A directly above by demonstrating to Davis County that:
1. Subrecipient is a member of an insurance or indemnity trust, pool, or organization (e.g. Utah Local Governments Trust or Utah Counties Indemnity Pool);
 2. Subrecipient has coverage similar to the required insurance policies required by Section A of this agreement directly above through the trust, pool, or organization; and
 3. Subrecipient coverages are in amounts that satisfy the minimum limits required by Section A of this agreement directly above through the trust, pool, or organization.

Except for the foregoing, the parties are bound by the provisions of Section A of this agreement directly above.

- C. Indemnification. Subrecipient shall indemnify Davis County and its officers, employees, volunteers, and agents from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this agreement that are caused in whole or in part by the acts, omissions, or neglect of Subrecipient or any of its officers, employees, volunteers, representatives, agents, contractors, or anyone else for whose acts Subrecipient may be responsible in the performance of Subrecipient's obligations under this agreement. Subrecipient's compliance with any provision of this agreement to secure and maintain insurance or alternative coverage shall not waive or limit the obligations of this indemnification provision. The rights and obligations of the parties set forth in this section will survive the expiration or termination of this agreement.

- D. No Subrogation or Contribution. Subrecipient has no right of subrogation or contribution from Davis County for any judgment rendered against Subrecipient. The rights and obligations of the parties set forth in this section will survive the expiration or termination of this agreement.
- E. Notices. All notices and other communications required or permitted by this agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

<u>If to Davis County:</u> Davis County Auditor – SLFRF PO Box 618 Farmington, UT 84025 Or email ap@co.davis.ut.us	<u>If to Subrecipient:</u> West Point City Attn: Boyd Davis West Point, UT 84015 Or email bdavis@westpointcity.org
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- F. Independent Contractor. The parties intend that Subrecipient will be an independent contractor. Subrecipient has no authorization to bind Davis County to any agreement, settlement, or liability. Subrecipient shall not act as an officer, employee, or agent of Davis County.
- G. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this agreement without Davis County’s prior written consent. Unless Davis County otherwise agrees in writing, Subrecipient and all assigns are subject to all Davis County’s defenses and are liable for all Subrecipient’s duties that arise from this agreement and all Davis County’s claims that arise from this agreement.
- H. Force Majeure. Subrecipient’s performance will not be excused by force majeure.
- I. Waiver. No action or failure to act by Davis County constitutes a waiver of any of its rights or remedies that arise out of this agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this agreement, except as specifically agreed in writing.
- J. Order of Interpretation. If this agreement conflicts with other documents, the conflict will be resolved in the following order:
 1. The Federal award;
 2. Authorized amendments to this agreement;
 3. This agreement;
 4. The attachments to this agreement.
- K. Integration. This agreement contains the entire agreement between the parties pertaining to the subject matter of this agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this agreement.
- L. Amendment. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- M. Venue and Jurisdiction. Davis County and Subrecipient agree that they executed and performed this agreement in Davis County, Utah. This agreement will be governed by and construed in accordance with the laws of the State of Utah. The exclusive forum and venue for all actions arising out of this agreement is the Second Judicial District Court in and for the State of Utah, Davis County, Farmington Department/Division. Such actions may not be commenced in, nor removed to, federal court unless required by law.
- N. Limitation of Davis County’s Authority. Nothing contained in this agreement may be deemed or construed to in any way stop, limit, or impair Davis County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- O. Severability. If any provision of this agreement is determined to be unenforceable in a Proceeding, the remainder of this agreement will remain in full force and effect to the extent permitted by law.

P. Counterparts; Digital Signatures; Electronically Transmitted Signatures. If the parties sign this agreement in counterparts, each will be deemed an original but all counterparts together will constitute one agreement. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

<p>DAVIS COUNTY</p> <p>By: _____ Randy B. Elliott, Chair Davis County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Curtis Koch Davis County Clerk/Auditor</p> <p>Date: _____</p>	<p>West Point City</p> <p>By: _____ Print Name: <u>Brian Vincent</u></p> <p>Title: <u>Mayor</u></p> <p>Date: _____</p> <p>ATTEST (If applicable):</p> <p>By: _____ Printed Name: <u>Casey Arnold</u></p> <p>Title: <u>City Recorder</u></p> <p>Date: _____</p>
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Exhibit A: Subaward Information

Subrecipient Name, which Must Match the name Associated with its Unique Entity Identifier:	West Point City
Subrecipient Unique Entity Identifier:	050304242
Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
Federal Award Date (see the definition of “Federal award date” in 2 C.F.R. § 200.1) of Award to the Recipient by the Federal Agency:	[Insert date]
Subaward Period of Performance Start Date:	October 11, 2022
Subaward Period of Performance End Date:	June 30, 2024
Subaward Budget Period Start Date:	October 11, 2022
Subaward Budget Period End Date:	June 30, 2022
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Subrecipient:	\$2,000,000.00
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$2,000,000.00
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	\$2,000,000.00
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act (“FFATA”):	[Insert description]
Name of Federal Awarding Agency:	U.S. Department of the Treasury
Name of Pass-Through Entity:	Davis County, Utah
Contact Information for Davis County, Utah’s Authorizing Official:	Davis County Auditor – SLFRF PO Box 618 Farmington, UT 84025 Or email ap@co.davis.ut.us
Contact Information for Davis County, Utah’s Project Manager:	Davis County Auditor – SLFRF PO Box 618 Farmington, UT 84025 Or email ap@co.davis.ut.us
Assistance Listings Number and Title (Davis County Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	[Insert applicable information]
Identification of Whether Subaward is R&D:	Not R&D
Indirect Cost Rate for the Federal Award (Including if the De Minimis Rate Is Charged) per 2 C.F.R. § 200.414:	See Exhibit C: Approved Budget

Exhibit B: Approved Activities

West Point City recently completed a master plan and is planning a major expansion of the existing sanitary sewer system to a large area of land adjacent to the city boundaries that currently does not have a sewer system. This area will be annexed into the City in the future and sewer service will become the responsibility of the City. The area is at a lower elevation than the City's existing gravity sewer system and will require pumping to provide a connection to the existing system.

Exhibit C: Approved Budget

Consult Davis County’s Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>		Total Revenue
West Point Coronavirus State and Local Fiscal Recovery Funds Awarded		\$ 2,000,000.00
<u>Budget Cost Categories</u>	OMB Uniform Guidance Federal Awards Reference 2 C.F.R. Part 200	Total Expenditures
1. Personnel (Salary and Wages)		\$
2. Fringe Benefits		\$
3. Travel		\$
4. Equipment		\$
5. Supplies		\$
6. Contractual Services and Subawards		\$
7. Consultant (Professional Service)		\$ 2,000,000.00
8. Construction		\$
9. Occupancy (Rent and Utilities)		\$
10. Research and Development (R&D)		\$
11. Telecommunications		\$
12. Training and Education		\$
13. Direct Administrative Costs		\$
14. Miscellaneous Costs a. Advertising and public relations costs b. Materials and supplies costs, including costs of computing devices		\$
15. <i>Add additional cost items as needed</i>		
16. Total Direct Costs (add lines 1-15)		\$ 2,000,000.00
17. Total Indirect Costs		
Rate %:		\$
Base*:		
18. Total Costs Federal Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 2,000,000.00

* *The Base is modified total direct costs (MTDC) of the subaward project. Pursuant to 2 C.F.R. § 200.1, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.*

Exhibit D: Transparency Act Certification

Subrecipient Name: West Point City

Award Amount: \$2,000,000.00

Funding Agency: US Treasury

Assistance Listing Number: _____

Program Source: SLRFF

Award Title (Descriptive of the Purpose): West Point City Sewer System Expansion Project 2022 Location of the Subrecipient (including congressional district): 3200 W 300 N, West Point, UT 84015

Congressional district: Utah US District 1

Place of performance (including congressional district): West Point/Davis County Utah, Utah US District 1

Subrecipient Unique Entity Identifier (“UEI”): 050304242

Question

Answer

Did Subrecipient, in its preceding fiscal year, receive:

- 1) 80% or more of its annual gross revenues from federal contracts, subcontracts, grants, subgrants, cooperative agreements, loans, and other financial assistance transactions that authorize its expenditure of federal funds; and
- 2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, subgrants, cooperative agreements, loans, and other financial assistance transactions that authorize its expenditure of federal funds?

If the answer to the question posed to the left is yes, then please mark the “Yes” box and proceed by providing the information required in the table below regarding Subrecipient’s five most highly compensated executives, reading the Attestation below, and having this certification signed by an individual authorized to legally bind the Subrecipient.

If the answer to the question posed to the left is no, then please mark the “No” box and proceed by reading the Attestation below and having this certification signed by an individual authorized to legally bind the Subrecipient.

Yes No

Subrecipient’s Five Most Highly Compensated Executives for Subrecipient’s Preceding Completed Fiscal Year

<u>Name</u>	<u>Title</u>	<u>Total Compensation²</u>
1.		
2.		
3.		
4.		
5.		

Attestation

By signing below, you attest that the information provided in this certification is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the U.S. Criminal Code.

By: _____
 Printed Name: _____
 Title: Chief Officer
 Date: _____

Witness: _____
 Printed Name: _____
 Title: _____
 Date: _____

² Total Compensation means the cash and noncash dollar value earned by the executive during the Subrecipient’s preceding fiscal year (For information see 17 CFR 229.402(c)(2)).

Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this document, the Subrecipient is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of the Treasury may pursue available remedies, including suspension and/or debarment.
3. Subrecipient shall provide immediate written notice to Davis County if at any time Subrecipient learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms applicable to this certification are set forth in 2 C.F.R. Part 180. You may contact Davis County for assistance in obtaining a copy of those regulations.
5. Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation, unless authorized by the U.S. Department of the Treasury.
6. Subrecipient agrees that it will include a similar certification in all of its solicitations and contracts relating to this agreement.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the U.S. Department of the Treasury may pursue available remedies, including suspension and/or debarment.

Certification

By signing below, Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation.

Signature and Date

Printed Name

Title

Organization

Exhibit F: Lobbying Certification

(For Contracts, Grants, Loans, and Cooperative Agreements)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Exhibit G: Mandatory Contract Provisions

Subrecipient shall include the following mandatory contract provisions in its contracts with contactors:

- A. In accordance with 41 U.S.C. § 4712, an employee of the Contractor, or an employee of a subcontractor of the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Contractor shall ensure that the requirements in this provision are included in all contracts and purchase orders for work or products relating to this contract.
- B. In accordance with 41 U.S.C. § 4304, the following costs are not allowable under this contract:
 - 1. Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 2. Costs incurred to influence (directly or indirectly) legislative action on any matter pending before the United States Congress, a state legislature, or a legislative body of a political subdivision of a state.
 - 3. Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the federal government where the Contractor or a subcontractor is found liable or had pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).
 - 4. Payments of fines and penalties resulting from violations of, or failure to comply with, federal, state, local, or foreign laws and regulations, except when incurred as a result of compliance with specific terms and conditions of the contract or specific written instructions from the contracting officer authorizing in advance those payments in accordance with applicable provisions of the Federal Acquisition Regulation.
 - 5. Costs of membership in any social, dining, or country club or organization.
 - 6. Costs of alcoholic beverages.
 - 7. Contributions or donations, regardless of the recipient.
 - 8. Costs of advertising designed to promote the Contractor, a subcontractor or its/their products.
 - 9. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
 - 10. Costs for travel by commercial aircraft that exceed the amount of the standard commercial fare.
 - 11. Costs incurred in making any payment (commonly known as a “golden parachute payment”) that is in an amount in excess of the normal severance pay paid by the Contractor or a subcontractor to an employee on termination of employment and paid to the employee contingent on, and following, a change in management control over, or ownership of, the Contractor or a subcontractor or a substantial portion of the Contractor or a subcontractor’s assets.
 - 12. Costs of commercial insurance that protects against the costs of the Contractor or a subcontractor for correction of the Contractor or a subcontractor’s own defects in materials or workmanship.
 - 13. Costs of severance pay paid by the Contractor or a subcontractor to foreign nationals employed by the Contractor under a service contract performed outside the United States, to the extent that the amount of severance pay paid in any case exceeds the amount paid in the industry involved under the customary or prevailing practice for firms in that industry providing similar services in the United States, as determined under the Federal Acquisition Regulation.
 - 14. Costs of severance pay paid by the Contractor or a subcontractor to a foreign national employed by the Contractor or a subcontractor under a service contract performed in a foreign country if the termination of the employment of the foreign national is the result of the closing of, or the curtailment

of activities at, a Federal Government facility in that country at the request of the government of that country.

15. Costs incurred by the Contractor or a subcontractor in connection with any criminal, civil, or administrative proceeding commenced by the federal government or a state.
16. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$625,000 adjusted annually for the U.S. Bureau of Labor Statistics Employment Cost Index for total compensation for private industry workers, by occupational and industry group not seasonally adjusted, except that the executive agency may establish exceptions for positions in the science, technology, engineering, mathematics, medical, and cybersecurity fields and other fields requiring unique areas of expertise upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.
17. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$487,000 per year, adjusted annually to reflect the change in the Employment Cost Index for all workers, as calculated by the Bureau of Labor Statistics, except that the head of an executive agency may establish one or more narrowly targeted exceptions for scientists, engineers, or other specialists upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.

C. In accordance with 2 C.F.R. § 200.404, the Contractor agrees as follows:

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when a project is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the Contractor's business or the proper and efficient performance of the applicable Federal award.
2. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the applicable Federal award.
3. Market prices for comparable goods or services for the geographic area.
4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to Subrecipient and Davis County, their employees, where applicable their students or membership, the public at large, and the federal government.
5. Whether the Contractor significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the applicable Federal award's cost.

D. In accordance with 2 C.F.R. § 200.321, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

E. In accordance with Appendix II to 2 C.F.R. Part 200 (A), the parties agree as follows:

1. Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of Subrecipient's [title of employee]. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Subrecipient's [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Subrecipient's [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Unless otherwise directed by Subrecipient, the Contractor shall continue performance under this contract while matters in dispute are being resolved.
3. Should either party to this contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within one year after the first observance of such injury or damage.
4. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Subrecipient and the Contractor arising out of or relating to this contract or its breach will be decided by mediation, if the parties mutually agree, or in a court of competent jurisdiction within Davis County, Utah.
5. The duties and obligations imposed by this contract and the rights and remedies available under this contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Subrecipient or the Contractor shall constitute a waiver of any right or duty afforded any of them under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. In accordance with Appendix II to 2 C.F.R. Part 200 (B), the parties agree as follows:

1. Subrecipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Subrecipient's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Subrecipient to be paid to the Contractor. If the Contractor has any property in its possession belonging to Subrecipient, the Contractor will account for the same, and dispose of it in the manner that Subrecipient directs.
2. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Subrecipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Subrecipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Subrecipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to

complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Subrecipient may terminate this contract for default. Subrecipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Subrecipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Subrecipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Subrecipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (Examples of such causes include: acts of God, acts of Subrecipient, acts of another contractor in the performance of a contract with Davis county, epidemics, quarantine restrictions, strikes, and freight embargoes); and
- b. The Contractor, within 10 days from the beginning of any delay, notifies Subrecipient in writing of the causes of delay (If in the judgment of Subrecipient, the delay is excusable, the time for completing the work shall be extended. The judgment of Subrecipient shall be final and conclusive on the parties, but subject to appeal under the disputes clauses).

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Subrecipient.

G. In accordance with Appendix II to 2 C.F.R. Part 200 (C), the parties agree as follows:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer;
 - b. Recruitment or recruitment advertising;
 - c. Layoff or termination;
 - d. Rates of pay or other forms of compensation; and
 - e. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise

have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under Section G, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding this section and the provisions of Sections 1 through 8 of Section G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. In accordance with Appendix II to 2 C.F.R. Part 200 (E), the parties agree as follows:

1. Overtime requirements. Neither the Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the section set forth directly above, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor or such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the section set forth directly above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the section set forth directly above.

3. Withholding for unpaid wages and liquidated damages. The U.S. Department of the Treasury, Davis County, or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or a subcontractor under any such contract or any other federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or a subcontractor for unpaid wages and liquidated damages as provided in the section set forth directly above.
4. Subcontracts. The Contractor or a subcontractor shall insert in any subcontracts the clauses set forth in Sections 1 through 4 of Section H and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 1 through 4 of Section H.

The parties further agree as follows:

1. The Contractor or a subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 2. Records to be maintained under the section set forth directly above shall be made available by the Contractor or a subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or a subcontractor will permit such representatives to interview employees during working hours on the job.
- I. In accordance with Appendix II to 2 C.F.R. Part 200 (G), the parties agree as follows:
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended). The Contractor agrees to report each violation to Subrecipient and understands and agrees that Subrecipient will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the U.S. Department of the Treasury.
 2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (as amended). The Contractor agrees to report each violation to Subrecipient and understands and agrees that Subrecipient will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the U.S. Department of the Treasury.
- J. In accordance with Appendix II to 2 C.F.R. Part 200 (H), the parties agree as follows:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2

C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Subrecipient, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the procurement process and throughout the period of any contract that may arise from the procurement process. The Contractor, as a bidder or proposer, further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. In accordance with Appendix II to 2 C.F.R. Part 200 (I), the parties agree as follows:

1. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.
2. The following certification language must be included for contracts, grants, loans, and cooperative agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of the Contractor's Authorized Official

Name and Title of the Contractor's Authorized Official

Date

L. In accordance with Appendix II to 2 C.F.R. Part 200 (J) and 2 C.F.R. 200.323, the parties agree as follows:

In accordance with 2 C.F.R. 200.323, in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. In accordance with Appendix II to 2 C.F.R. Part 200 (K) and 2 C.F.R. 200.216, the parties agree as follows:

Subrecipient and the Contractor are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

N. In accordance with Appendix II to 2 C.F.R. Part 200 (L) and 2 C.F.R. 200.322, the parties agree as follows:

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

O. In accordance with 2 C.F.R. 200.329 (d), the parties agree as follows:

For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

P. In accordance with 2 C.F.R. 200.329 (e), the parties agree as follows:

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Contractor must inform Subrecipient and Subrecipient must then inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Q. In accordance with 2 C.F.R. 200.329 (f), the parties agree that the Federal awarding agency may make site visits as warranted by program needs.

R. In accordance with 2 C.F.R. 200.308 (h), (i), and (j), the parties agree as follows:

The Contractor must request prior written approval promptly from Subrecipient and Subrecipient must then request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph 1, 2, or 3 of this section applies:

1. The revision results from changes in the scope or the objective of the project or program.
2. The need arises for additional federal funds to complete the project.
3. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. Part 200, Subpart E.

No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

S. In accordance with 2 C.F.R. 200.308 (i), the parties agree that when requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

T. In accordance with 2 C.F.R. 200.308 (j), the parties agree as follows:

Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

- U. In accordance with Title VI of the Civil Rights Act of 1964, the parties agree that the Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. The Contractor must require any contractors or subcontractors to agree to this language and must incorporate this language in every contract or agreement relating to this RFP.
- V. The Contractor shall obtain all applicable federal, state, and local licenses to provide the goods or perform the services under this contract. These licenses must be maintained by the Contractor for the duration of the contract.
- W. The Contractor shall be registered with the Utah Department of Commerce, Division of Corporations and Commercial Code. The Contractor may obtain forms and information regarding this registration requirement by calling (801) 530-4849 or 1-877-526-3994, or by accessing the following website: www.commerce.utah.gov.
- X. Utah law governs any judicial, administrative, or other action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

Exhibit H: Subaward Policy

[APPEND DAVIS COUNTY'S SUBAWARD POLICY HERE.]

Exhibit I: Key Personnel

DAVIS COUNTY INFORMATION	
Administrative Address:	61 S Main St, Farmington, UT 84025
Invoice Address:	ap@co.davis.ut.us or Davis County Auditor – SLFRF, P.O. Box 618, Farmington, UT 84025
Project Manager Name:	Curtis Koch
Project Manager Title:	Davis County Auditor
Project Manager Email:	ckoch@co.davis.ut.us
Project Manager Phone:	801-451-3491
Fiscal Officer Name:	Angie Nelson
Fiscal Officer Title:	Chief Deputy Auditor
Fiscal Officer Email:	anelson@co.davis.ut.us
Fiscal Officer Telephone:	801-451-3482
SUBRECIPIENT INFORMATION	
Administrative Address:	3200 West 300 N West Point, UT 84015
Invoice Address:	same
Project Manager Name:	Boyd Davis
Project Manager Title:	Assistant City Manager/City Engineer
Project Manager Email:	bdavis@westpointcity.org
Project Manager Telephone:	801-776-0970
Fiscal Officer Name:	Ryan Harvey
Fiscal Officer Title:	Administrative Services Director
Fiscal Officer Email:	rharvey@westpointcity.org
Fiscal Officer Telephone:	801-776-0970



WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
April 19th, 2022

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

Administrative Session

6:00 PM

Minutes for the West Point City Council Administrative Session held on April 19th, 2022 at 5:30 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 893 6774 7727 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

CITY EMPLOYEES PRESENT: Kyle Laws, City Manager (attending virtually); Boyd Davis, Assistant City Manager; Bryn MacDonald, Community Development Director; Ryan Harvey, Administrative Services Director; Paul Rochell, Public Works Director; and Casey Arnold, City Recorder

EXCUSED: None

VISITORS PRESENT: No sign-in required for those attending virtually.

1. Discussion Regarding Site Plan for Deseret First Credit Union – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the new Deseret First Credit Union is planned for the lot just south of Culver’s Restaurant along 2000 W (considered Lot 10 in The Point Development). The Planning Commission has approved this financial institution as a conditional use, as required by City Code, and recommends approval of the final site plan; the drive-thru traffic direction was modified and access off of 2000 W was removed from the original plan submitted. The site plan sits on .69 acres of and consist of a 2,714 sq. ft. building, a drive-thru with canopies (no teller window), parking located in front and rear of the building, a small accessory building, and a dumpster enclosure. The parking lot will consist of 11 stalls (6 stalls required for the building size and one additional for five employees). The site is required to have 15% landscaping, and all landscaping requirements have been met. Staff recommends approval of the final site plan.

The Council had no further discussion and will consider approval of the final site plan at the next City Council Meeting.

2. Discussion Regarding the Bluff View Subdivision Phase 4 – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the developers of this subdivision, Nilson Land Development, are seeking final plat approval for Phase 4 of the project. This phase is located at approximately 3820 W 300 N and consists of 14 buildings of 4 attached units (56 units total). Per City Code, no more than 30 lots may be approved without the construction of a second access, and at 56 units, the developers are proposing to construct that required second access as an “emergency access” through the City Cemetery to the west. The access would replace the existing dirt/grass road that runs in the middle of the cemetery.

Mrs. MacDonald stated that this second access has been an item of discussion for some time now, and asked Mayor Vincent to provide a brief review of why and how this emergency access will function as the second access. In summary, the Mayor stated that in the initial approval process of the project back in 2020, the second access was proposed to be on the south of the golf course and through the cemetery and public works building. The owner of the golf course was not in favor of this road, and certainly did not want the road to be public. There were differing opinions on both the Planning Commission, City Council, and developers on what constitutes as a second access and where it should be located. With the City’s Code not being specific in its definition of a second access, it was eventually compromised that the City would allow an “emergency access” through the cemetery, which would only be used in the case of emergency b and not a regular access with traffic coming in and out. The access will be blocked by a gate that is locked with an emergency key box (called a Knox Box) that only the fire department will have keys to unlock in the case of an emergency. However, the gate will also be a ‘crash gate’ that can be broken through in the event of an emergency situation where the fire chief is not involved or unavailable.

In return for granting this access, the developers will replace the existing dirt cemetery road that leads to the access with an improved, asphalt road with concrete borders and additional landscaping around the cemetery. They will also replace the existing cement silo that the City uses as storage. The Council was in favor of the wide concrete border being 2 ft. in width as shown. The asphalt itself will be 16 ft. wide, creating about a 2 ft. buffer on each side of the road between the road and plot line. Once the extension to 75 W is completed and the Public Works building is relocated, this emergency access will become inactive and a formal road will be installed and be a permanent, regular second access. The Council wanted to ensure that once that permanent access is installed, this 'emergency access' through the cemetery be blocked so that it cannot be accessed at all from the subdivision, and only remain for use of cemetery patrons. The Mayor and Council also requested that the proposed landscape plan be expanded to include installation of trees along the entire east side of the cemetery, to which the developers agreed.

The Council will consider approval of the plat and development agreement for Phase 4 at the next City Council meeting.

- 3. Discussion Regarding a Plat Amendment for 3 Lots Located at Appx. 3910 W 1300 (Rob Wilcox, Applicant) – Mrs. Bryn MacDonald**
Mrs. MacDonald stated that the applicant, Rob Wilcox, is seeking a plat amendment for 3 lots located at approximately 3910 W 1300 N. The request is to amend the lot lines between 3 existing lots. No new lots are being created. The plat is being amended in order to enlarge lot to the south and add the shop that is built on the lot to the north. Lot 28 will be smaller than the original lot, but will still meet the zoning code. They plan to build a new home on Lot 28.

The Council discussed the access to the lots and the placement of the new home in relation to the road. A public hearing will be held at the next meeting, after which the Council will consider approval of the plat amendment.

- 4. Discussion Regarding the Landscape Betterment Agreement for the 2000 W Road Widening Project – Mr. Boyd Davis**
Mr. Davis stated that the Council has discussed landscaping options along the portion of 2000 W in West Point in previous meetings, and instructed that stamped concrete be installed in the park strips on both the east and west sides of the road. It was also decided to have street trees on the west side of the road, which is lined with existing homes. Landscaping on the east side will be installed when the property along the road is developed. UDOT will pay for the stamped concrete and private landscaping in front of the existing homes, repair existing sprinkling systems and landscaping, install Cobra street lights, and install a dry-seed detention pond. Any additional landscaping or amenities would be installed at the City's own expense. They have presented three different options for the Council to consider:

Option 1 - \$302,000

- Landscaped Park/Detention Pond with amenities
- Stamped Concrete in park strips on both sides
- Street Trees on both sides with grates
- Trail Markers
- Powder Coated Street Lights (tall cobra heads)

Option 2 - \$48,000

- Landscaped Park/Detention Pond with amenities
- Stamped Concrete in park strips on both sides
- Street Trees on both sides west side only, with grates
- Trail Markers
- Powder Coated Street Lights (tall cobra heads)

Option 3 - \$22,000

- Landscaped Park/Detention Pond with amenities
- Stamped Concrete in park strips on both sides
- Street Trees on both sides West Side Only planters rather than trees, west side only
- Trail Markers
- Powder Coated Street Lights (tall cobra heads)

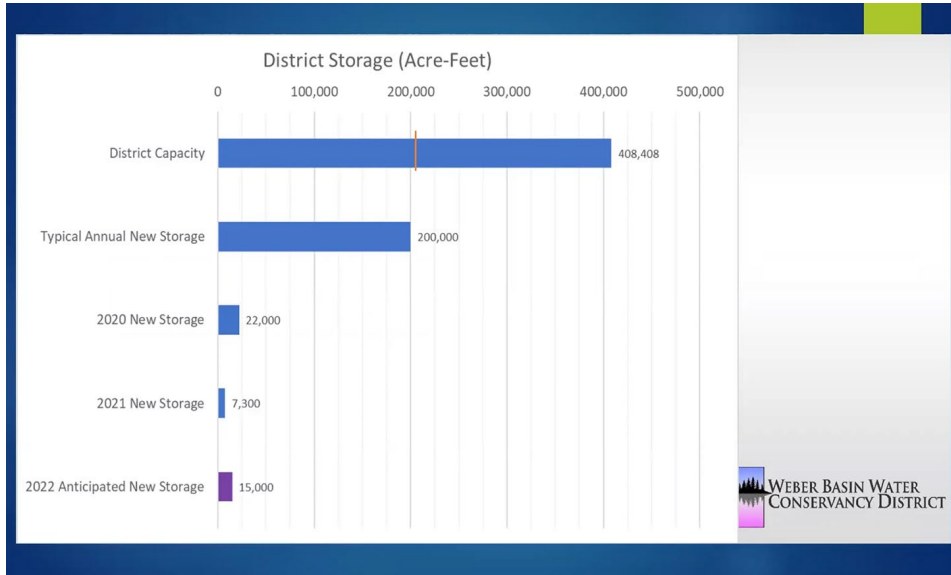
There are a couple of items that could be removed to save additional costs. First, the metal grates around the base of the trees could be replaced with bark or rock mulch. Also, the trail markers could be removed. However, Mr. Davis recommended that regardless of what additional landscaping or amenities be installed, that the City pay for the costs to powder coat the cobra street lights (to black) to match all other street lights. Mr. Davis also stated that Staff's recommendation would be Option 2, without the trail markers and tree grates and do further development of a park at a later time.

The Council and Staff discussed the different options and agreed with Staff’s recommendation. Once UDOT is finished with the project and the basic landscaping of the park/detention pond, the Council will discuss further development of that space.

5. Discussion Regarding Drought Conditions and Landscaping Requirements – Mr. Boyd Davis

Mr. Davis stated that as all are aware, the State is currently in an extreme drought situation and water restrictions have been put into place by several different agencies. Staff has attended many different meetings with the various agencies (i.e. Davis & Weber Counties Canal Co., Weber Basin Water District, etc.) and would like to share some of the information they have received with the Council.

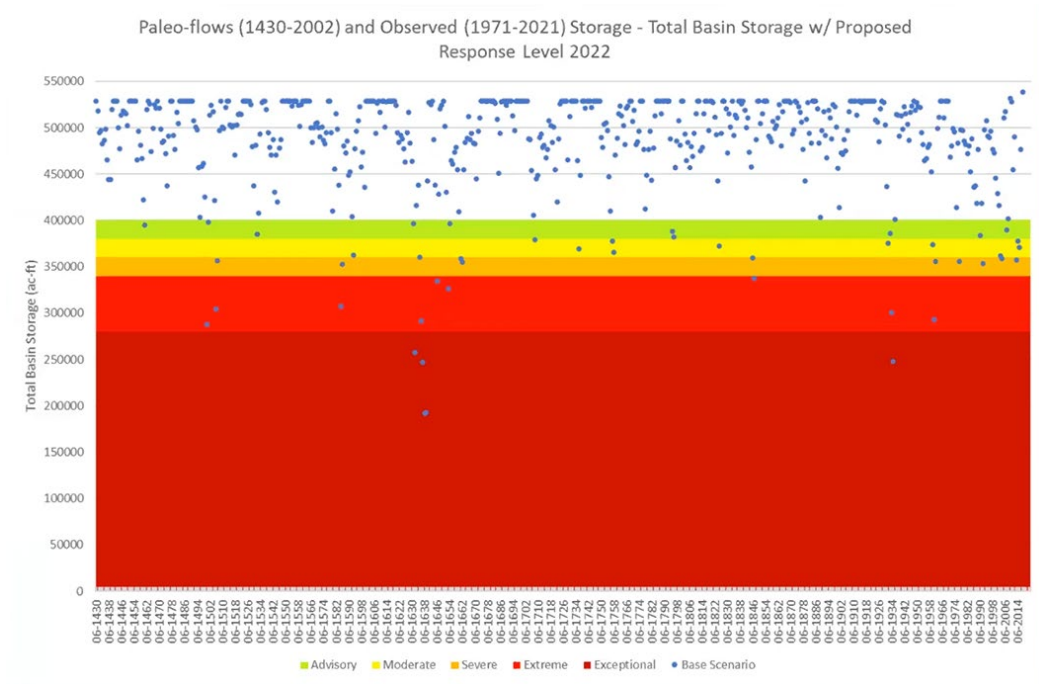
The following chart represents the total amount of water available to the district if all reservoirs were filled to capacity. The red line indicates this year’s expected capacity maximum, which they expect will be a little more than half full by June 1st. In a typical year, an additional 200,000-acre feet of new water storage is received that refills the reservoirs. However, in 2020, only 22,000-acre feet was received, and only 7,000-acre feet in 2021. Weber Basin is anticipating 15,000-acre feet of storage in 2022.



As can be seen, the amount of water being received over the past few years has simply not been enough to replenish the reservoirs and the water supply is depleting. Several years ago, Weber Basin created a “Drought Contingency Plan” that outlined different drought level situations and what restrictions would be put into place if a level was reached. The following charts indicate the 6 designated drought levels:

		Drought Levels		Drought Level Triggers	
		Response Level	Water Shortage Description	Projected June 1st Total Basin Storage (AF)	Projected June 1st Total Upstream Basin Storage (AF)
Total Storage: 308,800 AF Upper Basin Storage: 208,800 AF	1	Normal	Greater than 380,000	Greater than 245,000	
	2	Advisory	Greater than 380,000	Greater than 245,000	
	2	Moderate	380,000 to 360,000	245,000 to 225,000	
	4	Severe	360,000 to 340,000	225,000 to 200,000	
	5	Extreme	340,000 to 280,000	200,000 to 160,000	
	6	Exceptional	Less than 280,000	Less than 160,000	

Mr. Davis explained that these levels were created from a “paleo-flow study” that analyzed hundreds of years of data (from 1430 to current) using tree rings and other sources of information to determine past water supply levels and droughts that have occurred. That data is summarized in the chart below:



Weber Basin has determined that we are in a Level 5 Extreme water shortage which triggers the following restrictions:

Response Level	Water Shortage Description	Secondary Water	Agricultural Irrigation	M&I Culinary Outdoor Water	M&I Culinary Indoor Water	Total Year 2020 Demand Reduction (AF)
1	Normal	0%	0%	0%	0%	0
2	Advisory	10%	0%	10%	0%	15,000
3	Moderate	20%	20%	20%	5%	47,000
4	Severe	40%	30%	40%	10%	87,000
5	Extreme	60%	40%	60%	10%	123,000
6	Exceptional	95%	70%	95%	25%	206,000

With the supply of culinary water to West Point by Weber Basin being reduced by 10%, the current 700 AF the City has contracted will be reduced to 623 AF.

The Davis and Weber Counties Canal Company (“DWCC”), who owns and operates the secondary water system in West Point City, has also announced restrictions this year as follows:

- Delayed start to May 2nd
- Limited to one day per week until Memorial Day
- Limited to two days per week from Memorial Day to Labor Day
- Limited to one day per week after Labor Day until the end of the season
- They do not recommend new landscaping

DWCC has also asked the City to consider prohibiting landscaping, but regardless even new landscaping will be subject to the restrictions which would make it difficult to install new sod. Staff will be meeting with DWCC to discuss possible exceptions for park

spaces, but would like direction from the Council on how to proceed with watering City parks and whether or not to prohibit new landscaping in the City and

The Council discussed the park situation and ultimately agreed that the City should be held to the same standard as residents in that the parks are only watered twice per week. They directed Staff to strategize and prioritize areas of the parks to be watered in order to best accommodate recreation programs and city events. Staff was also directed to make those participating in the recreation programs aware that the field spaces are likely not going to be in as good as shape as they have come to expect, and ask for their patience throughout the drought situation.

In regards to new landscaping, the Council was hesitant to completely prohibit any new landscaping, due to issues it could create with agreements developers have in place with both the City and homeowners. They concluded that landscaping ordinances should not be enforced but that zero-scaping, drip-irrigation shrubs and trees, etc., be encouraged. Should a homeowner choose to install sod or grass, they would still be under the same limited watering restrictions recommended by DWCC.

More discussion on the specific watering strategy and field rotation for parks and recreation programs will be held at the next meeting, as well as specific policy information for new landscaping.

- 6. Discussion of a Text Amendment to Section 17.130.100C Regarding Sanitary Sewer Pipeline – *Mr. Boyd Davis***
Due to time restrictions, this item will be discussed following the scheduled agenda items in tonight's General Session.

- 7. Discussion of a Text Amendment to Section 17.60.140C Regarding Commercial Design Standards – *Mrs. Bryn MacDonald***
Due to time restrictions, this item will be discussed following the scheduled agenda items in tonight's General Session.

- 8. Discussion of a Text Amendment to Section 17.130.090E(7) Regarding Number of Lots per Subdivision Access – *Mrs. Bryn MacDonald***
Due to time restrictions, this item will be discussed following the scheduled agenda items in tonight's General Session.

- 9. Discussion Regarding the "Compton Annexation" Petition – *Mr. Kyle Laws***
Due to time restrictions, the full discussion for this item will be done with Item 10 of tonight's General Session.

- 10. Other Items**
No other items were discussed.

The Administrative Session adjourned.



3200 WEST 300 NORTH
WEST POINT CITY, UT 84015

WEST POINT CITY COUNCIL
MEETING MINUTES
WEST POINT CITY HALL
April 19th, 2022

Mayor
Brian Vincent
City Council
Gary Petersen, Mayor Pro Tem
Jerry Chatterton
Annette Judd
Michele Swenson
Brad Lee
City Manager
Kyle Laws

General Session

7:00 PM

Minutes for the West Point City Council General Session held on April 19th, 2022 at 7:00 PM with Mayor Brian Vincent presiding. This meeting was held at West Point City Hall and also electronically via Zoom. Zoom meeting was accessible to attendees by entering Meeting ID# 893 6774 7727 at <https://zoom.us/join> or by telephone at (669) 900-6833.

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

EXCUSED: None

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

VISITORS PRESENT: No sign-in required for those attending virtually.

1. **Call to Order** – Mayor Vincent welcomed those attending the meeting.
2. **Pledge of Allegiance**
3. **Prayer or Inspirational Thought** – Given by Council Member Petersen
4. **Communications and Disclosures from City Council and Mayor**

Council Member Lee – In regards to the upcoming 4th of July celebration, Council Member Lee asked that all Council Members and the Mayor confirm whether or not they plan to ride in the parade so that vehicle accommodations can be made. He also stated that the Grand Marshal and Woman of Honor have been chosen.

Council Member Chatterton – None

Council Member Petersen – The North Davis Fire District is building a new fire station in Clearfield to replace the existing building that is very old, outdated, and impracticable to continue as a serviceable station. The building will be demolished and the new station will be built in its place on the same lot. Over the past week, the Fire District has been relocating to a building in the nearby Freeport Center that will act as their temporary station during the construction. Council Member Petersen noted that the Clearfield Station handles more calls than any other station in the entire state. There are enough firefighters and ambulances stationed there to handle the calls, and with the addition of paramedic units, it is necessary to have a building that is up-to-date and functional in order to efficiently handle such significant amounts of staff and action.

Council Member Judd – None

Council Member Swenson – None

Mayor Vincent – None

5. **Communications from Staff**

Mr. Laws stated that the annual Easter Egg Hunt was held the previous Saturday and was a huge success – it was obvious from the large crowd that residents missed the traditional in-person hunt (which had been modified into a drive-thru event the last two years due to the pandemic). He also reminded the Council and those in attendance that the Spring Clean-Up is this coming Friday – Saturday; dumpsters will be placed at each City park for residents to use. In May, the Complete Cemetery Clean-Up will take place on Thursday the 5th and Take Pride In West Point Day will be on Saturday the 14th. This year’s project will be to replenish the wood

chips and replace the edging around the playground at Bingham Park. If there are enough volunteers, wood chips also need to be replenished and spread at the East Park playground.

6. Citizen Comment

Leon Jacobsen – 464 N 3830 W (emailed comment): From the minutes back in February and also overhearing from others that a plan is in place to have the field west of the splash pad renewed for Fall 2022 Soccer season. Thank you!!! Living alongside that field, I have had a front row view of its care over the past couple of years and have had to report into the city when the lawn was not getting the water it needed. While considering re-sodding the field, please take time to redesign the sprinkler system and maintenance schedule. The current design does not provide adequate coverage, especially when pressure is low. The sprinkler heads used on the other side of the park have performed better than the rotor heads currently in use. The lack of water was an issue last year, but it really started when the field was already suffering before water restrictions were put into place. I saw those contracted to fertilize the field spread the product heavier than what is recommended. I understand from talking to those who have come out to service the system that the lack of pressure had mostly to do with having to flush out the filter that was trapping more particles than what is necessary. Something not done frequently enough. Lack of pressure in the start of the season led to coverage issues. Sometimes the amount of time was increased to each zone and the frequency was changed to watering daily when, with low pressure, that only created overwatering issues in places that received the water while the areas that needed water were still dry. One morning, I took a look outside at 3:30 AM and found 1.5" of standing water over the asphalt walkway and surrounding grass that would not soak into the ground until 6 hours later. We have seen patches of grass turn to mud. The sprinkler head looked more like a garden hose shooting out a 10 foot water jet instead of the 50 foot needed. Watering too much also increases the ground water levels under the homes west of the field resulting in home sump pumps sending water down the storm drain. It would be nice to be able to recover this water and redistribute it for supplemental waterings. Thank you for your consideration.

Logan Payne – 1200 S 4500 W: A great idea for Take Pride in West Point Day is, instead of doing something at the park, is to go to Seasons (at Simpson) Springs park – the amount of garbage, weeds, and junk down there is terrible. It is pitiful for the people that live there and have to use the park. He hopes that the City will make sure the contractors take care of the park and that they do what they are supposed to be doing. He also feels that something needs to be put down under the rocks to prevent the weeds from coming up through them because it looks terrible. He stated that the weeds and junk in front of the fence continue to be a major problem. Mr. Payne stated that he is also concerned about the lack of speed limit signs and feels that there should be speed bumps along 4650 W because people use that road a thorough-fare and travel at high speeds. He also hopes that the City is concerned about the drought and the fact that more and more building seems to keep happening even with the lack of water – people seem to think we have unlimited water when we don't.

Melissa Payne – 1200 S 4500 W: Mrs. Payne stated that her addition concern regarding the Seasons at Simpson Springs has to do with garbage situation. She understands that homes are still under construction, but large amounts of construction debris and garbage is ending up in her yard and property; for example, an extremely large piece of insulation was in one of her animal pens. She is also conferenced about the parking – cars and large construction trucks and equipment are lining the street and now that children are moving into the subdivision, it is a safety issue as the walk along sidewalks that are only part finished. Further, there are large metal pieces of construction material still in the ground around the park, and rather than being removed, more dirt is piled on top to cover them. In her opinion as a parent, she would never let her children walk around the park because of these safety hazards. She also wanted the Council to be aware that there are issues with water pressure in some of the homes, and it is going to become an even bigger problem that will have to be dealt with as the project moves forward.

7. Recognition of Jen Brown and Dashaun Wise as Recipients of “Jr. Jazz Officials of the Year” Award – Mayor Brian Vincent

Mayor Vincent stated that the City has been a part of the Junior Jazz Recreation Program for over 20 years and it is one of the most popular recreation programs the City offers. There are 120 Jr. Jazz programs from six states with over 65,000 teams and over 600,000 participants. For the last 16 years, the Jr. Jazz program has awarded a “Jr. Jazz Official of the Year.” Five years ago, West Point official Colton Manning was the recipient of this award, and this year, the Mayor stated he is very excited to announce that two more West Point names are added to the list of recipients of this prestigious and amazing award: Jen Brown and Dashaun Wise. Jenn has been with the City for about 24 years and the Mayor stated that she is an “absolutely amazing” and “phenomenal” employee. This is Dashaun’s first year with West Point, and it is obvious that he truly enjoys what he does and

what he is a part of. The Mayor stated that the City is lucky to have such great employees and have a great appreciation for them.

Jen and Dashaun were presented with a gift basket on behalf of the City and an award recognizing them for their outstanding performance and the inspiring role model they are to the youth of West Point.

8. Consideration of Approval of the Minutes from the November 16th, 2021 West Point City Council Meeting

Council Member Judd motioned to approve the minutes
Council Member Chatterton seconded the motion
The Council unanimously agreed

9. Consideration of Approval of Resolution No. 04-19-2022A, Approving a Letter of Concurrence and Match Agreement between West Point City and the Wasatch Front Regional Council for the General Plan Project – Mrs. Bryn MacDonald

Mrs. MacDonald stated that Staff applied for funding from the Wasatch Front Regional Council in order to update our general plan. The City was awarded \$75,000 from the Transportation and Land Use Connection (TLC) grant. However, the grant does require a \$25,000 match from the City.

In order to receive the grant, the City needs to sign a Letter of Concurrence and Match Agreement. This requires the City to contribute \$25,000 in order to receive the \$75,000 grant. This will give the city \$100,000 to complete a new general plan. The funds will be available after July 1, 2022. Mrs. MacDonald confirmed that the City's match of \$25,000 will be a part of the next fiscal year (beginning July 1) and no amendment to this year's budget is necessary. The Council had no further discussion.

Council Member Swenson motioned to approve Resolution No. 04-19-2022A
Council Member Petersen seconded the motion
The Council unanimously agreed

10. Consideration to Deny or Accept for Further Consideration the "Compton Annexation" Petition – Mr. Kyle Laws

Mr. Laws provided a brief background of the subject property of this petition, summarizing that the "Terraform Annexation Petition" was submitted to West Point City jointly by the Terraform entity and the Parker Family. This petition included over 400 acres, covering an area north from 1800 N to the Weber County line and east to the Clinton City boundary, and all the way west to roughly 6000 W. On March 2, 2022, the Boundary Commission of Davis County met to consider the protests submitted in response to this petition. At the conclusion of the Boundary Commission meeting, the Commission chose to disapprove the Terraform Petition, stating ambiguity in the State Statute and conflicting interpretation of "rural real property." The Commission's full written statement dated March 14, 2022 details their reasons for disapproving the annexation is attached with the Staff Report for this item. The City has received assurances from House Representative Mike Schultz (also House majority leader), the Land Use Task Force, and the Utah League of Cities and Towns that the clarifying the language in the annexation code is going to be a top priority so that the intention of the code is clear and definitive. It is important to also note that Clinton City protested the annexation and would like to continue conversations regarding our shared future boundary. While this is a topic for discussion at some point in the future, it is helpful to understand the background and denial of the Terraform Petition, as a portion of the proposed area in that petition is now the subject of a new annexation petition that has been submitted to the City.

On March 30, 2022, the "Compton Annexation Petition" was submitted to the City by the same Terraform entity. The Compton Petition is located at approximately 1800 N 4300 W and consists of only two parcels, totaling 19.66 acres. The Terraform entity owns one of the properties, and the second property to the west will provide them access to the 4500 W road. In accordance with UCA § 10-2-405, at the first city council meeting that is at least 14 days after a petition is filed, the petition must be placed on the agenda for the city council to either deny or accept for further consideration. As this is the City Council's first meeting more than 14 days after the Petition was filed, it is now on the agenda for consideration by the Council. The City has no obligation to accept the Petition for further consideration, even though the property is within the City's future annexation area, and can deny the Petition at this point. The Council can also accept the Petition for further consideration, which does not mean that the property is annexed or that it will be annexed – it only means that the Council is allowing the process to continue. However, if the Council fails to either accept or deny the Petition at this meeting, it is considered as accepted for further consideration.

Mr. Laws stated that the following sections of the City's Code and Utah State Code pertain to consideration of this Petition:

West Point City Section 18.25.020

The provision of municipal services to this area will assure the city of the ability to protect the interests of its residents in maximizing the benefits of the economies of scale in the provision of municipal services and in minimizing the harmful impacts of conflicting uses of land that may be proposed or occur within the expansion area.

The area is currently served by Davis County, which provides road maintenance and police protection. The Hooper Water District provides secondary water services. Existing residents receive culinary water from Hooper Water District. The county is not in any position to provide culinary water or site-specific storm drainage services to the area. Providing water, sewer and storm drainage services to the expansion area would present no serious difficulty for West Point City. These facilities could be constructed when development occurs within the annexed areas.

These areas would be serviced by the North Davis Sewer Improvement District as annexation occurs.

New annexations should include areas in which services can be provided efficiently. The annexation should not create topographically isolated areas, areas for which the provision of services would be costly or difficult, or an area in which ground water runoff would create multi-jurisdictional problems. New annexations should include areas in which services can be provided efficiently.

Utah Code Section 10-2-402

10-2-402. Annexation -- Limitations.

(1)

(a) A contiguous, unincorporated area that is contiguous to a municipality may be annexed to the municipality as provided in this part.

(b) Except as provided in Subsection (1)(c), an unincorporated area may not be annexed to a municipality unless:

(i) it is a contiguous area;

(ii) it is contiguous to the municipality;

(iii) annexation will not leave or create an unincorporated island or unincorporated peninsula:

(A) except as provided in Subsection 10-2-418(3) or (4); or

(B) unless the county and municipality have otherwise agreed; and

(iv) for an area located in a specified county with respect to an annexation that occurs after December 31, 2002, the area is within the proposed annexing municipality's expansion area.

(c) A municipality may annex an unincorporated area within a specified county that does not meet the requirements of Subsection (1)(b), leaving or creating an unincorporated island or unincorporated peninsula, if:

(i) the area is within the annexing municipality's expansion area;

(ii) the specified county in which the area is located and the annexing municipality agree to the annexation;

(iii) the area is not within the area of another municipality's annexation policy plan, unless the other municipality agrees to the annexation; and

(iv) the annexation is for the purpose of providing municipal services to the area.

Mr. Laws discussed his opinion of this petition, which in summary is that approval of this annexation would not be a good decision for West Point and could negatively affect the City's ability to annex future parcels into the City. He feels that if the City allowed this isolated area to annex, and exclude the neighboring parcels, we may be eliminating any future possibility of these other parcels annexing into the City without creating unincorporated islands and peninsulas. Further, if the Compton Petition is approved, it is unlikely that any of the parcels east of 4500 W will ever annex into the City. There are too many small parcels for an annexation to happen, especially if the large parcel that is part of the Compton Petition was not available to help meet the required acreage and value thresholds required to annex a large area of small parcels because it had already been annexed. He also feels that the City Council should wait for the State Statute to be updated and fixed and then encourage the former annexation petition of 400 plus acres to be resubmitted.

The Council thanked Mr. Laws for his recommendation to deny further consideration of the Compton Petition, agreeing that it is not in the best interest of the City and that it would be beneficial to wait for the State Code to be amended before considering other annexations.

Council Member Chatterton motioned to deny the "Compton Annexation" Petition for further consideration

Council Member Petersen seconded the motion

The Council unanimously agreed

Administrative Session Items

5. Drought Conditions and Landscaping Requirements – Mr. Boyd Davis

In regards to culinary water, Mr. Davis explained that in a typical year we use between 550 to 600 AF of culinary water, which would be within the 623 AF reduced amount received from Weber Basin. However, with severe restrictions on the secondary water, Staff is concerned that culinary water usage will increase as residents water lawns and gardens with culinary water. If the contracted amount of water is exceeded, every additional acre-ft will be charged at 200% of the normal rate, or roughly \$600 per AF. The Council discussed whether the Splash Pad should be turned on this year, and if so, how frequently. The Council agreed that the Splash Pad should not be turned on regularly, but would like to continue the discussion on possible suggestions for running it periodically or only on holidays, etc. The Staff and Council also discussed the idea of a tiered water

rate structure, in order to discourage residents from using more water because of the higher fee they would be charged. Staff will monitor the water usage over the next few weeks and report back to the Council on whether or not residents are using more culinary water than normal. Further discussion about how to move forward will be held at that point.

6. Discussion of a Text Amendment to Section 17.130.100C Regarding Sanitary Sewer Pipeline – Mr. Boyd Davis

Mr. Davis stated that the Planning Commission recently approved the “Dry Sewer Line” ordinance that would require any developments in the future annexation area to install sewer lines and laterals to each home. These lines would not be used until the future sewer system is constructed and would thus be “dry” until they are connected to the future system. The ordinance recommended by the Planning Commission is as follows:

17.130.100C. Sewage Disposal. Where a public sanitary sewer is a subdivision is within 300 feet of a public sanitary sewer to require a connection, the subdivider shall connect with such sanitary sewer and provide adequate lateral lines to the property line of each lot. Such sewer connections and subdivision sewer systems shall comply with the regulations of the city and the sewer district and shall be approved by the city. Sanitary sewer pipelines including laterals to the property line must be laid with approval of the sewer district and must be compatible with the existing system. The said sanitary sewer must be installed within the development prior to the installation of any other improvements. The city engineer must approve all plans for sanitary sewer extensions prior to issuing a building permit. Developments within the service area created by the Sewer Impact Fee Facilities Plan and Impact Fee Analysis (adopted by ordinance 12-7-2021A), shall be required to install project sewer pipelines and laterals to each lot within the development. The sewer pipelines shall connect to the system sewer lines shown in the Impact Fee Facilities Plan. If the system sewer lines are not available at the time of development the developer shall be required to install the project sewer lines and laterals as dry lines for future connection. The depth of the dry lines shall be determined by the City Engineer.

The Council discussed the changes and will hold a public hearing at the next meeting. After the public hearing, the Council will consider approval of the proposed ordinance.

7. Discussion of a Text Amendment to Section 17.60.140C Regarding Commercial Design Standards – Mrs. Bryn MacDonald

Mrs. MacDonald stated that the previous West Point City Code had architectural standards for buildings in commercial zones. During the process of adopting the new code last year, these standards were inadvertently removed. The proposed text change is to add the language back to the commercial zones. The prior language of the code required a “minimum of 50 percent brick or stone” in the N-C (Neighborhood Commercial) zone to be used on all new buildings. There was also a minimum masonry calculation to be used on all new buildings within the R-C (Regional Commercial) and C-C (Community Commercial) zones.

The proposed language will read as follows:

17.60.140(C)(3)

c. All building facades that face public streets shall have windows along at least 25 percent of their horizontal length. If 25 percent actual windows is not feasible because of the nature of the use of the building facade, then the remainder of such walls shall include false windows, either glazing or pattern, and defined by frames, sills, and lintels, or similarly proportioned features.

d. Exterior walls of buildings in the N-C zone shall be constructed with a minimum of 50 percent brick or stone. The balance of the exterior wall area shall consist of brick, stone, glass, decorative integrally colored block, or stucco. All building materials shall be high quality, durable, and low maintenance. Roofs shall be hipped or gabled with a minimum six to 12 pitch. Any exception or changes to roof standards shall be made with a conditional use permit.

e. In the R-C and C-C zones masonry will be required on the exterior of all developments. The minimum area of masonry required will be determined by multiplying the outside perimeter of the building by four feet. The masonry used can be as a wainscot around the periphery of the building or a higher percentage at the main entrance(s). Corner lots and lots on arterial or collector streets are required to use the majority of the masonry on the front and sides of the building facing the street(s).

f. The exterior walls of all buildings shall be properly maintained (no peeling paint, loose bricks, broken stucco, etc.) by the owners.

g. Alternative materials may be approved by the community development director if it can be shown that the finished product shall result in a highly durable surface that enhances the building.

Mrs. MacDonald stated that the Council may want to modify the requirements at some point in the future, but it is important to put the standards back into the Code as soon as possible. The Council discussed the changes and will hold a public hearing at the next meeting. After the public hearing, the Council will consider approval of the proposed ordinance.

8. Discussion of a Text Amendment to Section 17.130.090E(7) Regarding Number of Lots per Subdivision Access – Mrs. Bryn MacDonald

West Point City Code requires developments to be limited to a maximum number of lots on a single access. Currently the code requires no more than 50 lots per access, which is different from the required 30 lots per access standard that was in the code

before the land use code revision project was completed. This seems to be a mistake when the code was codified last year and should be changed back to the original standard of 30 lots per access.

The proposed language will read as follows:

17.130.090(E)(7) Developments over 30 lots shall be done in phases. A phase shall consist of no more than 30 lots unless specifically approved by the city. Each phase must be completed with both on- and off-site improvements within two years. The city shall not approve more than 50 30 lots in a development or single phase without requiring the construction of a second access road that connects to an existing public street.

Again, Mrs. MacDonald stated that the Council may want to modify the requirements at some point in the future, but it is important to put the standards back into the Code as soon as possible. The Council discussed the changes and will hold a public hearing at the next meeting. After the public hearing, the Council will consider approval of the proposed ordinance.

11. Motion to Adjourn the General Session

Council Member Chatterton motioned to adjourn
Council Member Judd seconded the motion
The Council unanimously agreed

BRIAN VINCENT, MAYOR October 4th, 2022

CASEY ARNOLD, CITY RECORDER October 4th, 2022