



**WEST HAVEN CITY
COUNCIL AGENDA**

AMENDED

WEDNESDAY, AUGUST 16, 2023 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **August 16, 2023** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM: COUNCIL WORKSHOP** **6:00 PM: REGULAR WEDNESDAY CITY COUNCIL MEETING**. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCeeQnQBTFZJWtGopHMCNCBA](https://www.youtube.com/channel/UCeeQnQBTFZJWtGopHMCNCBA).

5:00 Council Workshop – In City Council Chambers

NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. DISCUSSION-COUNCIL UPDATES
2. PRESENTATION-PUBLIC WORKS-SCOTT VENSTRA AND EDWARD MIGNONE
3. PRESENTATION-PARKS AND RECREATION-BROCK RANDALL
4. DISCUSSION-PERSONNEL POLICY

6:00 PM REGULAR CITY COUNCIL MEETING

1. **MEETING CALLED TO ORDER-MAYOR VANDERWOOD**
2. **OPENING CEREMONIES**
 - A. PLEDGE OF ALLEGIANCE-COUNCILMEMBER MORSE
 - B. PRAYER/MOMENT OF SILENCE-COUNCILMEMBER SAUNDERS
3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.
4. **UPCOMING EVENTS**
Senior Lunch Bunch-August 23, 2023-11:30 AM
Fall Rodeo-September 15-16, 2023
Evening of Art-September 23, 2023-3:00 PM
5. **COUNCIL UPDATES**

*****AGENDA ACTION ITEMS*****

6. **ACTION ON CONSENT AGENDA**
 - A. CITY COUNCIL MINUTES-MEETING HELD-AUGUST 2, 2023
7. **CITY MANAGER UPDATE-CORE VALUES POSTERS AND BLEACHERS**
8. **DISCUSSION AND POSSIBLE ACTION-GREEN FARM MASTER DEVELOPMENT AGREEMENT**
9. **DISCUSSION-WORK SESSION FOR GRANT APPLICATIONS**
10. **BID AWARD-STRIPING MAINTENANCE PROJECT**

11. DISCUSSION AND POSSIBLE ACTION-POULTER AGREEMENT

12. ADJOURNMENT

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@westhavencity.com at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at westhavencity.com; emailed to the Standard-Examiner with a request that it be posted in their Wednesday night meeting section, mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney



WEST HAVEN CITY COUNCIL MEETING MINUTES

August 02, 2023 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

5:00 Council Workshop – In City Council Chambers

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MEETING TO ORDER: MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. **DISCUSSION-COUNCIL UPDATES**

Councilmember Dixon said they are adding historical information to the newsletter asking the community for help. She said the Youth Council needs adult advisors and that we plan on adding that to social media to see if we can get some volunteers. She said that in the budget process they added a scholarship fund and asked if it was appropriate for her to outline the process for it.

City Council agreed that she could outline the process for the scholarship.

Amy Hugie said that Brock will be adding speed limit signs to the trail. She said that the tractor and truck that were previously surplussed are up for auction currently. She said they plan on adding caution signs for the riverbank at the trail heads.

Mayor Vanderwood said he hadn't gotten an opportunity to look in the Trail Foundation of Northern Utah but will.

2. **PRESENTATION-COMMUNITY DEVELOPMENT-SHARI PHIPPEN**

Shari Phippen gave a presentation on the projects the Community Development Department has coming up.

3. **DISCUSSION-PERSONNEL POLICY**

City Council went over the personnel policy.

6:00 PM REGULAR CITY COUNCIL MEETING

1. **MEETING CALLED TO ORDER-** **MAYOR VANDERWOOD**

The Council met at their regularly scheduled meeting held in the council chambers. Mayor Vanderwood brought the meeting to order at 6:01 pm. and welcomed those in attendance.

2. **OPENING CEREMONIES**

A. **PLEDGE OF ALLEGIANCE-COUNCILMEMBER CALL**

B. **PRAYER/MOMENT OF SILENCE-COUNCILMEMBER DIXON**

3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.

No one came up at this time.

4. **UPCOMING EVENTS**
Senior Lunch Bunch-August 23, 2023-11:30 Am
Fall Rodeo-September 15-16, 2023
Evening of Art-September 23, 2023-3:00 PM

5. **COUNCIL UPDATES**

Mayor Vanderwood said the Weber County Fair is coming up and we have a resident that is putting together a city display for us.

Councilmember Saunders said the City Beautification Committee needs volunteers and they meet every 2nd Monday at City Hall.

*****AGENDA ACTION ITEMS*****

6. **ACTION ON CONSENT AGENDA**

A. **CITY COUNCIL MINUTES-MEETING HELD-JULY 19, 2023**

B. **STAKER PARSON COMPANIES-\$499,892.27-INV.213851-2**

Mayor Vanderwood asked about the progress on adding curbing and gutter to 3300 S.

Amy Hugie said she would follow up on that information.

Carrie Call made a motion to approve. **Nina Morse** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

7. **PRESENTATION-2023 WEST HAVEN DAYS UPDATE-JON AND JULIE PRICE**

Jon and Julie Price gave a presentation on the 2023 West Haven Days.

Sheri Bingham gave a report of the expenditures and revenues for the 2023 West Haven Days.

8. **DISCUSSION-GENERAL PLAN UPDATE-SHARI PHIPPEN**

Shari Phippen gave an update on the General Plan.

9. **DISCUSSION-CITY MANAGER UPDATE-GREEN FARM OPEN SPACES AND FENCE VARIANCE**

Amy Hugie said that Mike Flood the project manager for Green Farm sent over a table of timelines of their project and department heads looked into the project and wrote an analysis. She said Mr. Flood would be coming to the August 16, 2023, meeting. She said the fence issue that was brought up during public comment in the last meeting is that they would like a taller fence than the ordinance allows. She said the height for the fence is set in the ordinance so that it does not impede line of sight.

10. **DISCUSSION AND POSSIBLE ACTION-STAKER FARMS MASTER DEVELOPMENT AGREEMENT**

Amy Hugie said that she looked into the Master Development Agreement for Staker Farms in relation to the park. She said we cannot hold them in default, but they have been very good about working with us. She suggested a second amendment to get the park established.

11. **ACTION ON RESOLUTION 33-2023-AGREEMENT BETWEEN WEST HAVEN CITY AND AMY HUGIE FOR INTERIM CITY MANAGER SERVICES**

Amy Hugie suggested changing to contract to 25 hours a week based off of the billing she totaled.

Councilmember Dixon agreed to change it to 25 hours a week.

Councilmember Morse asked if the record request was because of Attorney duties or City Manager duties.

Amy Hugie said it would because of City Manager duties.

Councilmember Saunders agreed to change the contract to 100 hours a month.

Councilmember Morse agreed to change to contract to 100 hours a month.

Councilmember Swapp agreed to change to contract to 100 hours a month.

Ryan Saunders made a motion to adopt resolution 33-2023 with the change of up to 100 hours.. **Nina Morse** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

12. **DISCUSSION AND POSSIBLE ACTION-GRANTS**

Sheri Bingham went over grant possibilities.

City Council asked for a special meeting to review city properties and plan the grant submissions before approval.

13. **DISCUSSION-FALL RODEO-AMY HUGIE AND SHERI BINGHAM**

Sheri Bingham went over some of the possibilities for the Fall Rodeo. She suggested a veterans discount for tickets and a military demonstration where the Queens would carry the flags. She suggested a unique meal for our City to sell at the rodeo.

Councilmember Swapp asked what the possibility of ticket sales are.

Amy Hugie said we have 1,047 seats.

Councilmember Swapp suggested cross advertising a food truck night with the event to bring in more people.

City Council agreed on a veteran's discount.

14. **DISCUSSION AND POSSIBLE ACTION-FFA-WEBER JR LIVESTOCK ASSOCIATION DONATION**

Kim Dixon made a motion to approve a \$2000 donation to the Weber Jr. Livestock Association. **Ryan**

Saunders seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

15. **ACTION ON RESOLUTION 32-2023-CORE VALUES**

Nina Morse made a motion to adopt resolution 32-2023. **Ryan Swapp** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

16. **BID AWARD-2023 ROAD MAINTENANCE PROJECT**

Carrie Call made a motion to award schedule A to Staker Parson in the amount of \$56,104.00, schedule, B to Staker Parson in the amount of \$273,905.55, and schedule C to Anderson Asphalt in the amount of \$215,882.33.. **Nina Morse** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

17. **EXECUTIVE SESSION-THE COUNCIL WILL ENTER INTO A CLOSED MEETING FOR THE PURPOSE OF A STRATEGY SESSION TO DISCUSS THE CHARACTER AND PROFESSIONAL COMPETENCE OF AN INDIVIDUAL; TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE 52-4-205**

Ryan Saunders made a motion Enter into Executive Session. **Nina Morse** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

Kim Dixon made a motion Leave Executive Session. **Carrie Call** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	
RECUSED:	

Mayor Vanderwood said the executive session was used to discuss the character and professional competence of an individual.

18. **ADJOURNMENT**

Nina Morse made a motion to adjourn at 7:45 PM. **Ryan Saunders** seconded the motion.

AYES:	Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:	

RECUSED:

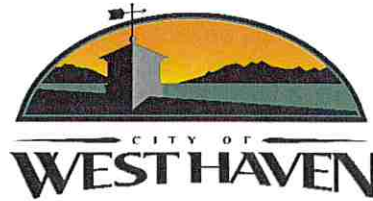
Emily Green
City Recorder

Date Approve:

DRAFT

City Council
Staff Review Memo
July 26, 2023

Shari Phippen, Community Development Director



Green Farm- Status Update

Attached to this staff memo is a progress report prepared by Mike Flood regarding the status of various agreements and deadlines outlined in the 3rd Amendment to the Green Farm MDA. I have reviewed that progress report with Brock Randall, Ed Mignone, and Scott Venstra, to get their feedback on the progress report. They, and I, have the following comments:

Documentation Needed/Required

The MDA requires Nilson to provide the City with documentation of materials shortages that cause delays in completion of various obligations. There have been delays which are not directly related to materials shortages but which we still need to understand so that the City and Nilson can come up with a mutually agreeable amended timeline for those obligations.

Nilson should provide the City with evidence that they have attempted to get bids on the Area 1 water feature. Their progress report states that they have had an issue getting a contractor to bid the project within the anticipated cost of \$60k but have provided no supporting documentation on their attempts to get those bids. Further, they have not provided the City with an acceptable redesign of the feature for the City to review.

Additionally, the City needs some sort of documentation on their attempts to get approval for power on the sprinkler clocks from Rocky Mtn Power. I don't doubt there may have been delays in the approval, but Nilson should provide copies of their correspondence with RMP as to why there has been a 9 month delay in that approval.

Lastly, Nilson's progress report states that they would receive their water allocation from Weber Basin within 5 days from the time the progress report was submitted. Nilson needs to provide documentation of the allocation to the City.

Irrigation Issues

According to Brock, there is an issue/concern with how the above-ground irrigation is hooked in – as of right now, it's hooked in with untreated wood stakes. Over time, the wood stakes will move in place as pressure hits the head and water softens the ground below creating uneven irrigation patterns. He is also concerned about the longevity of the wood stakes. Brock's suggestion is that the City require Nilson to adjust the stakes to 1" rebar or something of that nature, as this could fix both concerns.

Stream Bed Issues

In both Area 1 and Area 2, there are significant issues with the stream beds. There has been erosion of the bank, to the point where it washed into a broken line. This has likely been caused by the proximity to a concrete washout. There is significant mud in both beds which leads to standing water, which the City cannot accept. Nilson should evaluate alternatives and bring a new proposal to the City on how they intend to remedy the erosion and ensure proper drainage. Until this happens, Staff recommends the City not accept these areas.

Roads/Trails Issues

The trails in both Areas 1 and 2 are cracking on the shoulder and are a trip hazard. Nilson needs to provide additional shouldering along both trails that provides a gradual slope to eliminate the trip hazard.

Nilson needs to provide a schedule on when all the roads will be sealcoated. Some have been done but not all.

Landscaping Issues

The MDA provides for plants, vegetation, trees, mulch, and grass as options for Areas 1 and 2. Nilson has elected to add natural seed to that list, but seed is not provided for in the MDA. Brock's primary concern in this area is the difficulty of spot spraying for broadleaf/natural seed in that large of an area- the City may have to move to straight grass vegetation in order to effectively spray and maintain the areas.

There was also a comment expressed in the meeting about the placement of structures on various parcels. It appears that Area 3 is being laid out differently than what the progress report or City paperwork has. This isn't necessarily a concern, just something that was noticed that should be discussed with Nilson to make sure the plans being used on the site match what was approved by the City.

These issues need remedied and/or clarified prior to the City's acceptance of any open space areas. Additionally, we are required by the MDA to meet and come up with mutually acceptable alternative dates for dedication, where the June 1, 2023 deadline has passed.

City Council
Staff Review Memo
July 26, 2023

Shari Phippen, Community Development Director



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Additionally, the City needs some sort of documentation on their attempts to get approval for power on the sprinkler clocks from Rocky Mtn Power. I don't doubt there may have been delays in the approval, but Nilson should provide copies of their correspondence with RMP as to why there has been a 9 month delay in that approval.

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2 Irrigation Issues

According to Brock, there is an issue/concern with how the above-ground irrigation is hooked in – as of right now, it's hooked in with untreated wood stakes. Over time, the wood stakes will move in place as pressure hits the head and water softens the ground below creating uneven irrigation patterns. He is also concerned about the longevity of the wood stakes. Brock's suggestion is that the City require Nilson to adjust the stakes to 1" rebar or something of that nature, as this could fix both concerns.

- 1** Documentation: Material Shortages/Delays - There are few material shortages that have caused delays to the various projects, if any. Most delays have been with reviews & approvals (3675 So. connection to 4700--UDOT; Comm Ctr--Permit requirements changed by City; Power pedestals--RMP; Scheduling & availability of contractors--power; etc.) Some evidence can be provided in emails.

Water Feature: Two bids have been obtained on the water feature as designed, or with modifications. A few other contractors were consulted, and they opted not to provide bid as it didn't fit their schedule, or was not of interest. Bid information from the two contractors is provided, along with the cost breakdown on the windmill constructed by Nilson Homes. We are in the process of looking at a revised design that would remove the water component and be less maintenance for the City. A sketch plan will be provided.

Power: We initiated discussion with RMP on the power needs for OS-Areas 1-4 last fall (Sept '22). Information was required by RMP that took time to assess and compile. Once completed we continued regular correspondence with RMP (Feb '23). With landscaping in the fall & early winter, irr power was not anticipated to be needed until May '23. There were a number of steps--requirements, reviews, approvals, re-design, boring, and work load delays that affected the process. In addition, this bridged 3 different NH employee changes--all had been working on this with RMP. While all correspondence is not be included (some phone and in person correspondence), email can be provided.

OS-Area5 Water Allocation: The NLD MDA Deliverables report provided on 7/19 indicated that we anticipated the water allocation requirements from Weber Basin in 5 days. This ended up being delayed by WB and then adjustments were made to the plan for them to assess it correctly. Final allocation was provided 8/8. Emails of this issue can be provided.

- 2** Irrigation Issues: Contractor has been instructed to replace all above ground sprinkler staking with 1" x 30" rebar or equivalent. Approx 12-14" will be exposed and clamped to the head--remainder to be set into the ground.

- 3** Stream Bed Issues: Hydro-seeding vegetation was completed in these areas Oct/Nov 2022, for germination in Spring 2023. The record setting rain and snowfall this winter was not anticipated. In Jan 2023, the amount of intensive rain water we received during a ~3 week period caused some erosion along some of the banks. In addition erosion caused one of the sprinkler heads to be undermined, which has continued to flop around since--causing more erosion. While silting of the stream bed cobble is anticipated with normal storm water flow, excessive silting from the intense rain and the undermined sprinkler head, which caused erosion, was not. To remedy this, we have our contractor working on dredging some of the silt in the bottom of the stream bed where it has created high points in the flow line. They are rebuilding the bank that was eroded as well, and adding a few additional boulders to armor that section to avoid future erosion.

The lower mid-stream section of Area 1, has evidenced standing water. We took measures a few weeks back to pump out these areas, which ultimately filled back up. We believe some is rain runoff, but most of it caused by the water table being higher this year--though it is slowly going down. We also treated the standing water with the mosquito abatement pellets mentioned in the deliverables update.

3 Stream Bed Issues

In both Area 1 and Area 2, there are significant issues with the stream beds. There has been erosion of the bank, to the point where it washed into a broken line. This has likely been caused by the proximity to a concrete washout. There is significant mud in both beds which leads to standing water, which the City cannot accept. Nilson should evaluate alternatives and bring a new proposal to the City on how they intend to remedy the erosion and ensure proper drainage. Until this happens, Staff recommends the City not accept these areas.

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5 Landscaping Issues

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There was also a comment expressed in the meeting about the placement of structures on various parcels. It appears that Area 3 is being laid out differently than what the progress report or City paperwork has. This isn't necessarily a concern, just something that was noticed that should be discussed with Nilson to make sure the plans being used on the site match what was approved by the City.

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3 Continued
In addition to this, we had this mid stream section topo'd by Ensign Eng. This survey yielded helpful information about the down gradient inlet. The inlet pipe was set 1' higher than design grade--meaning, the water has to build up several inches to flow out the designed outflow piping system. My contractor believes his operator set his grade rod wrong on his last section of pipe (approx 20'). The elevation of the pipe came up much quicker than designed to meet the inaccurately set inlet grade. Kastle Rock plans to expose that 20' section of pipe starting 8/9, and re-lay it to the design grade. This should provide steady flow from the designed inlet downstream. Some of this mid-section of Area 1 has some high points. These high points appear to be caused by larger amounts of cobble in some areas, that silted in and created dams. They are planning to dredge these high points as well to provide positive flow. Note that there still is concern that from time to time when the ground water is higher, some water will evidence itself. However, the positive outflow should allow constant drainage.

4 Roads / Trail Issues: Trails - The trail edges that are showing some cracking is being analyzed by our contractor and his paving subcontractor--Parsons. Parsons laid all the base and asphalt, and cracking along th edges should not happen. Kastle Rock, my contractor, has indicated that much of the paving cracking is due to equipment that was used during Kastle Rocks sewer repair, and other work out there, inadvertently driving over some edges. They are working on a plan to trim the edges and clean them up. There is a section of asphalt in the area that the SS repair was made by Kastle Rock, that will be removed and replaced due to scarring and damage caused during the repair work. There are a few areas that need supplemental shoulder support. Between Kastle Rock and Wright Landscapes, these areas are being filled and compacted for firm support off the shoulder.

Roads - To our knowledge, seal coating of roads are not addressed in the MDA3. This is typically a requirement of a warranty inspection and final acceptance of any given phase--though we may be unclear on what West Haven City's policy or standard is. Some cities have us pay them and they arrange with other projects, and others have us complete the work. We are anxious to have all phases of Green Farm released from Warranty, that haven't been to date. Nilson Land colleagues have inquired about and have been working with staff (& Gardner Eng) to that end. We will make arrangements with staff for a meeting wherein we can review all phases of Green Farm that are complete, and determine which ones have yet to be seal coated. If we are responsible to contract the work we will arrange this as soon as possible once the phases are identified.

5 Landscaping Issues: Areas 1 & 2 - The staff comments above indicate that "Nilson has elected to add natural seed to [the MDA] list, but seed was not provided for in the MDA." Jake Jones submitted to the city in Jul '22, Landscape plans by Think Architecture for review an approval of Areas 1-4. A follow up pre-con meeting was held with city staff, at City Hall, prior to our commencement of landscaping work on Areas 1-4. We discussed each area and the landscape components designed for each, including the application of natural grass and wildflower seed. These plans have a natural landscape component throughout that were distinctly separate from the turf grass areas. The MDA uses the terms "plants, vegetation, trees, mulch and grass" to describe the landscape allowed in these areas. Natural landscape was designed in the plan as a drought tolerant "vegetation" for use in these large open space areas. Nothing was flagged or discussed as a concern with regards to the natural vegetation shown on the plans provided. In addition, the landscaping was designed and then commenced during severe drought conditions where state and local entities are mandating and employing water conservation measures with landscape. Weber Basin responded to the drought concerns with new standards for landscaping which only allow 15% irrigated turf grass areas, with the other in xeriscape or non-irrigated. The plan as prepared by our landscape architect addresses drought and water scarcity conditions and was accepted at pre-con.

Typically a pre-emergent is applied to these types of areas, along with broadleaf and other herbicides applied broadly and/or by spot spraying. A pre-emergent could not be applied this spring as the seed was germinating. We have applied broadleaf and Roundup in areas, and can continue with another treatment as it cools down. This type of maintenance is regularly applicable in natural landscaped areas like this, but in many open space park areas like this around the state, it is left natural. The maintenance of periodic spraying is much less impactful and costly to the city long term, than grass. In addition, it may be very difficult to convince Weber Basin of a different water allocation and landscape usage in these large open space areas. Water volume and adequate watering time based on the connections sizes they approved for installation, may be impossible to achieve as well. The system was designed to the landscape concepts that have been implemented.

OS-Area 3 Structures: We are unaware of what the deviations that are being referred to are. A pond area developed in the turf grass area west of the PB courts, that has been alleviated with the drain system designed with the Community Center site. This drain has been installed. The affected area is being re-graded and re-sodded in the next few weeks. Park benches included in the design, are being delivered in the next two weeks and are anticipated to be installed by 8/31/23. If there are other deviations that we are unaware of, please let us know and we can discuss.

BID RESULTS FOR WEST HAVEN CITY	
WEST HAVEN CITY CORPORATION	
2023 Striping Project	
8/10/2023	
COMPANY	Total Contractor BID AMOUNT
All Star Striping	\$40,900.00
American Pavement Marking	\$56,745.84

STAFF REPORT

TO: Mayor and City Council

FROM: Amy Hugie and Emily Green, Co-Interim City Managers

DATE: August 14, 2023

SUBJECT: Agreement between Poulter Family and West Haven City, dated December 12, 2019



The following staff report discusses the need for a decision regarding a fence outlined in the Agreement between the Poulter Family and West Haven City, which was dated December 12, 2019:

Background

On December 19, 2019, the City signed an Agreement with the Poulter Family which outlined certain obligations of both parties. The Agreement is attached to this staff report. This Agreement is the one that outlined the obligation for the City to install a monument to the Poulter Family. This Agreement also outlines that the City is obligated to build a fence along the Poulter Family land (see page 2 of the Agreement, first full paragraph; and on attached map; and on Exhibit B, Phase 2).

Analysis

The City Council needs to make a decision regarding what type of material will be used for that fence. The fencing material is not outlined in the Agreement. The fencing that would match other fencing in other areas, like Prevedel Park, would be buck rail fencing.

Options

1. The City Council makes a motion regarding fencing material so that staff can proceed.

AGREEMENT

This Agreement is entered into this 12 day of Dec, 2019, by and between West Haven City ("City") and Larry W & Flora Ann Poulter Revocable Living Trust, ("Grantor"); sometimes collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, the Grantor and the City desire to preserve a perpetual open space on a portion of the Grantor's property, Weber County Recorder parcel # 08-035-0044, which portion lies west of the Hooper Canal ("Canal") and is shown as Parcels A, B and C on Exhibit A. The intent of the perpetual open space is to preserve this area and to create a pond for flood control, for the benefit of wildlife habitat, and for recreation uses; and,

WHEREAS, the Parties agree that the portion of the Grantor's property lying to the east of the Canal and is shown as Parcel D on Exhibit A is reserved to Grantor for future development. This agreement also includes items and terms agreed upon for the use of Parcel D prior to the time the Parcel D property is developed and at the time of or after the Parcel D property is developed. This agreement does not require the Grantor to develop the Parcel D property, but the intent is to preserve the development rights of the Grantor for Parcel D; and

WHEREAS, the Parties have attached a map as Exhibit A which shows Parcels A, B, C and D; and all references to Parcels A, B, C and D are to those parcels as shown on Exhibit A; and

WHEREAS, the Parties have attached a tentative intended list of Phases for the property as Exhibit B; and

WHEREAS, the Parties have agreed to certain covenants, conditions, easements and restrictions which will affect the use of some of the property and will benefit the Grantors regarding the use of some of their other property, as more particularly described herein; and

NOW, THEREFORE, the Parties agree:

The foregoing recitals are fully incorporated herein.

1. **Prior to Development of the Grantor's Parcel D.** After the execution of this Agreement, the Parties agree that Parcel A, lying west of the east bank of the Hooper Slough, will be deeded to the City to be perpetual open space to construct a pond to be used for flood control, and for the benefit of wildlife habitat, and for recreation. This shall happen prior to any development of Grantor's Parcel D. Also, after execution of this Agreement, a separate deed will be recorded transferring the property to the City and confirming and establishing the perpetual easement. The City will be responsible for any rollback taxes or title fees associated with the transfer of this property out of green belt.

City agrees to indemnify and hold harmless Grantor against all liability claims, however denominated, arising from Grantor's transfer of Parcel A to the City and the use thereof by the public.

The Parties also agree that after the execution of this Agreement and prior to developing Grantor's Parcel D, the area east of the east bank of the Hooper Slough and west of the Hooper Canal identified as Parcel B on Exhibit A will be placed into a perpetual open space easement in favor of

the City. Said easement will ensure that the area remains open for the benefit of wildlife habitat and recreation. The Parties agree that the perpetual open space easement, contemplated in this section, will include a City-developed trailhead facility at the end of Kanesville Meadows Lane, to include parking and access to the Hooper Slough Trail.

The Parties also agree that after the execution of this Agreement and after the perpetual open space easement on Parcel B is recorded, the City agrees to fence off and gate an area for the grazing of livestock on Parcel C. This grazing area, as constituted, together with its gates, is intended to provide and allow access to the grazing area. The fenced grazing area will include access to water for livestock.

City agrees to indemnify and hold harmless Grantor against all liability claims, however denominated, arising from Grantor's transfer of a perpetual open space easement regarding Parcel B to the City and the use thereof by the public.

2. **Sewer Easement.** The Parties agree a sewer easement will be placed on the Grantor's Parcel D that will extend west from the end of 3700 South and intersect the existing sewer easement running northeast to southwest through the parcel. The easement will be used to install the sanitary sewer main needed to serve development of the Grantor's Parcel D and surrounding parcels. Said easement will be 20 (twenty) feet in width and will be described in detail in an easement document to be recorded after execution of this Agreement. Said easement may be vacated and replaced by a public right of way upon development of the Grantor's property (identified as Parcel D on Exhibit A). The Parties agree that all City impact fees (road, park, sewer, storm drain) for the first two (2) lots on the west side of the extension of 3950 West will be waived as part of the sewer easement agreement.

At the time of Development of the Grantor's Parcel D. The Parties agree that at the time of development of the Grantor's Parcel D, the area east of the east bank of the Hooper Slough and west of the Hooper Canal (identified as Parcels B and C on Exhibit A) will be dedicated to the City as perpetual open space to be named after the Poulter Family. Said easement will ensure that the area remains open for the benefit of wildlife habitat and recreation.

3. To this end, the City shall ensure that the perpetual open space described shall be named after the Poulter family (Poulter Park, Poulter Preserve, etc. – to be determined later by the City following consultation with Grantor). The City shall install a permanent plaque or other marker, with the name of the area and providing historical background information about the land, its former use, and the Grantor's dedication to the City for perpetual public use.
4. **Grantor's Development Rights.** The Parties agree that all development rights otherwise existing in, and attached to, the land west of the Hooper Canal (identified as Parcels A, B and C on Exhibit A) will be transferred to the area east of the canal (identified as Parcel D on Exhibit A) should Grantor ever develop this land. The final development density shall be based on R-1 zoning in force as of the date of execution of this Agreement. If the Grantor develops Parcel D, they may develop up to the total number of lots otherwise allowed had the entire acreage of the parcel (identified as Parcels A, B, C and D on Exhibit A) been developed. Grantor can develop up to 26 (twenty-six) lots on the remaining portion of the Grantor's parcel east of the canal (identified as Parcel D on Exhibit A). If Grantor wishes to develop adjacent parcel 08-035-0045 along with Parcel D as shown on Exhibit A, then Grantor can develop up to 31 (thirty-one) lots. The Parties agree that an adjustment to lot sizes will be given by the City if needed to allow development of those 26 (twenty-six) or 31 (thirty-one) lots respectively.

5. **Ownership and Improvement.** The City shall own the public improvements constructed on the Grantor's Parcel D and any trailhead facility on Parcel B. Maintenance of the proposed public improvements will be the responsibility of the City.
6. **Modifications.** This Agreement shall not be modified or amended except in writing and signed by both of the Parties.
7. **Binding effect.** This Agreement shall be binding upon the Parties and their respective heirs, representatives, officer, employees, agents, successors in interest, and assigns.
8. **Validity and Severability.** This Agreement, including the Exhibits hereto, constitutes the entire agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. If one or more provisions, clauses, or sections of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective, duly authorized representatives as of the day and year first above written.


For Grantor

LARRY W POULTER ATTEST:


For City





Exhibit “B”

Phase 1 - Parcel A deeded to the City. A perpetual open space easement will be recorded.

Phase 2 – Parcel B will have a perpetual open space easement recorded in favor of the City. The City will fence and gate a grazing area with access to water on Parcel C in accordance with the terms of the agreement.

Phase 3 – The City to construct a trail head area near the northern terminus of Kanesville Meadows Ln. on Parcel B.

Phase 4 – The City will construct a pedestrian access from trailhead area to Hooper Slough trail.

Phase 5 – (Triggered by the development of Parcel D) Parcels B and C to be deeded to the City as perpetual open space. Signage in accordance with the agreement will be installed.