



WEST HAVEN CITY COUNCIL AGENDA

WEDNESDAY, NOVEMBER 06, 2024 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **November 06, 2024** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **6:00 PM**: REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE 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).

6:00 PM REGULAR CITY COUNCIL MEETING

1. MEETING CALLED TO ORDER-MAYOR VANDERWOOD
2. OPENING CEREMONIES
 - A. PLEDGE OF ALLEGIANCE-COUNCILMEMBER DIXON
 - B. PRAYER/MOMENT OF SILENCE-COUNCILMEMBER CALL
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

Weber County Housing & Infrastructure Forum-November 20, 2024-9:00 AM-Commission Chambers 2380 Washington Blvd Ogden, UT. 84401
Heart of the Holidays-December 2, 2024-6:00 PM
Senior Lunch Bunch-December 11, 2024-11:30 AM
5. COUNCIL UPDATES

AGENDA ACTION ITEMS

6. ACTION ON CONSENT AGENDA
 - A. CITY COUNCIL MINUTES-MEETING HELD-OCTOBER 16, 2024
 - B. YOUNG IN MORGAN-\$63,598.00-INV#11S2521
 - C. BOWEN CONSTRUCTION-\$75,000-INV#2024-30
 - D. ADVANCED PAVING AND CONSTRUCTION-\$186,439.40-INV#5158
 - E. ADVANCED PAVING AND CONSTRUCTION-\$218,269.62-INV#5083
7. PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON AN ORDINANCE APPROVING THE APPROPRIATION OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT FOR A CITY ROAD RECONSTRUCTION AT HUNTER DRIVE
8. ACTION ON ORDINANCE 33-2024-AN ORDINANCE APPROVING THE APPROPRIATION OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT FOR A CITY ROAD RECONSTRUCTION AT HUNTER DRIVE
9. ACTION ON RESOLUTION 44-2024-PUBLIC INFRASTRUCTURE PARTICIPATION AGREEMENT WITH WALMART INC, AND 4100 INVESTMENTS LLC
10. PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON AN ORDINANCE AMENDING SECTIONS IN THE CITY CODE REGARDING ADDING AN APPOINTED POSITION OF FINANCE DIRECTOR

11. ACTION ON ORDINANCE 34-2024-AN ORDINANCE AMENDING SECTIONS IN THE CITY CODE REGARDING ADDING AN APPOINTED POSITION OF FINANCE DIRECTOR
12. ACTION ON RESOLUTION 45-2024-AGREEMENT BETWEEN WEST HAVEN CITY AND CHILD RICHARDS CPAS & ADVISORS AND APPOINTMENT OF FINANCE DIRECTOR SUBMITTED BY MAYOR VANDERWOOD
13. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)
 - A. ACTION ON ORDINANCE 35-2024-REZONE FROM A-1 TO R-2.5-PARCEL NUMBER 080280026-TYSON EGBERT
 - B. ACTION ON ORDINANCE 36-2024-ROAD VACATION OF HUNTER DRIVE-APPROX. 4275 S MIDLAND DRIVE (PARCEL #084750025, 084750010, AND 084750011)-WALMART INC./GALLOWAY & COMPANY
 - C. PRELIMINARY SITE PLAN APPROVAL-4275 S MIDLAND DRIVE (PARCEL# 084750025, 084750010, AND 084750011)-RETAIL STORE AND FUEL CENTER-WALMART INC./GALLOWAY & COMPANY
14. ACTION ON RESOLUTION- 46-2024-INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOOPER AND THE CITY OF WEST HAVEN REGARDING 5100 WEST
15. ACTION ON RESOLUTION 47-2024-INTERLOCAL AGREEMENT BETWEEN THE WEST HAVEN SPECIAL SERVICE DISTRICT AND WEST HAVEN CITY FOR REIMBURSEMENT TO THE CITY FOR CERTAIN OPERATING COSTS OF THE DISTRICT
16. 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

October 16, 2024 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

PRESENT

Mayor - Rob Vanderwood
Councilmember - Carrie Call
Councilmember - Ryan Saunders
Councilmember - Nina Morse

EXCUSED

Councilmember - Kim Dixon
Councilmember - Ryan Swapp

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

Councilmember Saunders asked for some updates on the emergency plan and the website.

Emily Green gave an update on the website.

Councilmember Call asked if a crosswalk could be painted for some of the new school zones.

Shawn Warnke said he would look into it because of the guidelines required for school crossings.

2. PRESENTATION AND TRAINING-WEST HAVEN CITY'S SUMMARIZED MONTHLY FINANCIAL STATEMENTS

Amy Davies gave a training on the monthly financial statements.

3. DISCUSSION-AMENDING LETTER OF ENGAGEMENT WITH CHILD RICHARDS CPA'S & ADVISORS CREATING FINANCE DIRECTOR AND APPOINTING AMY DAVIES

Shawn Warnke went over the draft of the updated engagement letter with Child Richards CPA's & Advisors.

4. UPDATE-3300 S/5100 W TENTATIVE PROJECT SCHEDULE

Edward Mignone went over the tentative project schedule.

6:00 PM REGULAR CITY COUNCIL MEETING

1. MEETING CALLED TO ORDER-MAYOR VANDERWOOD

*The council met for 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 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.

Daniel Winter said he would like the speed limit on 3500 S lowered to 25 mph for safety reasons. He requested a four way stop added to 4300 W and 3600 S.

4. **UPCOMING EVENTS**

Senior Lunch Bunch-October 23, 2024-11:30 AM

Dumpster Days-October 24-26, 2024

Pumpkin Walk-October 28, 2024-6:30 PM

Wasatch Choice Fall Workshop-October 30, 2024-4:00 PM-Roy Municipal Center-wasatchchoice.org

Mayor Vanderwood added that Heart of the Holidays will be December 2, 2024.

5. **COUNCIL UPDATES**

Councilmember Saunders said the beautification committee will be looking for the best decorations for yard of the month for October and December.

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

6. **ACTION ON CONSENT AGENDA**

A. CITY COUNCIL MINUTES-MEETING HELD-OCTOBER 2, 2024

Ryan Saunders made a motion to approve. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse

NAYS:

RECUSED:

7. **PRESENTATION-CITY MANAGER QUARTERLY FINANCIAL AUDIT REPORT**

Shawn Warnke presented the quarterly financial audit report.

8. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**

A. **ACTION ON RESOLUTION 42-2024-AMENDING THE PLANNING COMMISSION POLICIES AND PROCEDURES**

Amy Hugie went over the changes made to the policies and procedures.

Councilmember Call suggested changing the word secretary in the policies and procedures to deputy recorder.

Nina Morse made a motion to adopt resolution 42-2024 to include changing any reference of secretary to deputy recorder. **Ryan Saunders** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse

NAYS:

RECUSED:

9. ACTION ON RESOLUTION 43-2024-AUTHORIZING THE REDUCTION OF SPEED ALONG 5100 W AND THE INSTALLATION OF THE TRAFFIC CONTROL DEVICES

Councilmember Call asked if cost sharing should be a part of the interlocal agreement.

Shawn Warnke suggested approved the resolution tonight and modifying the interlocal agreement next meeting.

Ryan Saunders made a motion to adopt resolution 43-2024 with conditions on items 3 and 4 under section 2 that Hooper City enters into a cost sharing agreement. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse

NAYS:

RECUSED:

10. ADVICE AND CONSENT OF: ONE (1) YOUTH COUNCIL ADVISOR APPOINTMENT SUBMITTED BY MAYOR VANDERWOOD TO FILL ONE, POSITION AVAILABLE DUE TO THE VACANT TERM LEFT BY ALLEN KEYES

Mayor Vanderwood presented Sarah Wynn for a 3 year term.

Nina Morse made a motion to give advice and consent for Sarah Wynn as a Youth Council Advisor for a 3 year term. **Carrie Call** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse

NAYS:

RECUSED:

11. DISCUSSION-CONTINUATION OF ANY AGENDA ITEM NOT PREVIOUSLY DISCUSSED OR OTHERWISE COMPLETED ON THE 5:00 WORK SESSION

There were no items at this time.

12. ADJOURNMENT

Nina Morse made a motion to adjourn at 6:45 PM. **Ryan Saunders** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse

NAYS:

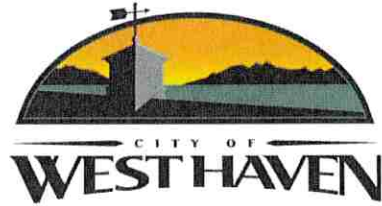
RECUSED:

Emily Green
City Recorder

Date Approve:

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: November 6, 2024



SUBJECT: Discussion and consideration of adopting an ordinance approving the appropriation of a public infrastructure reimbursement for a city road reconstruction (Hunter Drive)

West Haven City staff have been working on a public infrastructure participation agreement with Walmart and 4100 Investment LLC (the "Developers") to reimburse the Developers \$2.00 million (two million dollars) for a portion of the approximate total \$4.00 million (four million dollars) cost to realign and construct Hunter Drive to accommodate the area of the Walmart owned parcel for a larger store to be constructed. The Public Infrastructure Reimbursement will be paid through 50% (fifty percent) of the City's future local option sales tax increment generated from the Development for a period of 8 (eight) years, or until \$2.00 million is reimbursed, whichever occurs first.

A public benefits analysis is required as this will be an appropriation of money for corporate purposes in future budget years as required by Utah Code §10-8-2. Specifically, this Code section states that municipalities may appropriate funds for "corporate purposes only." In the judgment of the municipal legislative body, those purposes are any purpose that "provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality" Utah Code §10-8-2(3).

Rob Sant, with Urban & Main Consulting, has completed the analysis in accordance with Utah Code, and in accordance with this analysis the proposed Public Infrastructure Reimbursement Payment supports the City's efforts to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of West Haven City through:

- Comfort and Convenience: The new development enhances the comfort and convenience of the City's inhabitants as the grocery store and other commercial tenants minimize driving times and provide convenient shopping options. Additionally, Hunter Drive may decrease traffic congestion along Midland Drive and 4000 South.
- Prosperity: The Public Infrastructure Reimbursement increases the prosperity of the City's inhabitants through the economic impact of a vibrant commercial center in the City. The Development will create over 500 (five hundred) new jobs and opportunities for locally-owned businesses to locate within the Development.
- Peace, Order, and Safety: The Public Infrastructure Reimbursement will create an additional \$1.09 million (one million nine thousand dollars) of annual City sales tax revenue. Portions of this revenue will go towards providing general governmental services.

Moreover, the appropriation associated with the Public Infrastructure Reimbursement Payment is necessary and appropriate to support the City's reasonable goals and objectives regarding public infrastructure, economic development, job creation, and enhancing the local tax base through increased sales tax revenues. The Development fulfills a specific need and provides public benefits to the City that satisfy the requirements of Utah Code 10-8-2. In conclusion, the analysis finds that the City Council would be justified in approving the Public Infrastructure Reimbursement.

To comply with Utah Code §10-8-2(3)(d), the City Council must hold a public hearing before appropriating any funds for a corporate purpose, which is scheduled for November 6, 2024.

ORDINANCE NO. 33-2024

AN ORDINANCE OF WEST HAVEN CITY, UTAH, APPROVING THE APPROPRIATION OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT FOR A CITY ROAD RECONSTRUCTION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

WHEREAS, the City of West Haven City ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with UC §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control, appropriate funding, or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, Utah Code §10-8-2 states that municipalities may appropriate funds for "corporate purposes only"; and

WHEREAS, according to Utah Code §10-8-2(3), those corporate purposes are any purpose that provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, as a corporate purpose, the City Council desires to enhance public infrastructure and economic development within the City; and

WHEREAS, the City Council has found that there is a proposed economic development project which contains a public road, Hunter Drive, that has fallen into serious disrepair and needs to be totally reconstructed; and

WHEREAS, there is a private entity that is willing to totally rebuild Hunter Drive in the approximate amount of \$4 million (four million dollars) and is asking to be reimbursed for \$2 million (two million dollars) of the reconstruction costs; and

WHEREAS, the City Council conducted a Hunter Drive Reconstruction 10-8-2 Study ("Study"), which is attached as Attachment "A", to determine the net value to the City and its residents to have Hunter Drive reconstructed; and

WHEREAS, the Study considered the benefit to be received by the City, the purpose of the appropriation, and whether the appropriation was necessary and appropriate to accomplish the reasonable goals and objectives of the City; and

WHEREAS, the City Council finds that the Study analyzes and demonstrates the purpose for the appropriation of a partial reimbursement to a private entity to reconstruct Hunter Drive; and

WHEREAS, in compliance with applicable law, Utah Code §10-8-2(3)(d), a public hearing was noticed up at least 14 (fourteen) days prior to the public hearing being held on November 6, 2024, said

public hearing having been held at a regularly scheduled meeting of the City Council and said public hearing to hear public comment on the appropriation of funds for the corporate purpose of reconstruction of a public road and also the accompanying Study; and,

WHEREAS, in compliance with Utah Code §10-8-2(3)(e), the City Council has made the Study available for the public to review at least 14 (fourteen) days immediately before the public hearing; and

WHEREAS, the City Council finds that all conditions precedent to the consideration of this proposed appropriation have been accomplished; and,

NOW, THEREFORE, the City Council Of West Haven City Hereby Ordains As Follows:

SECTION 1. Findings of Governing Body.

- A. The City Council finds that the appropriation for a public infrastructure reimbursement for Hunter Drive, a City road, is necessary and appropriate based on the information contained within the Hunter Drive Reconstruction 10-8-2 Study, attached as Attachment "A".
- B. The City Council approves the appropriation for a public infrastructure reimbursement for Hunter Drive.
- C. The foregoing Recitals are fully incorporated herein.

Section 2. Repealer of Conflicting Enactments.

All orders, ordinances, and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with the provisions of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3. Prior Ordinances and Resolutions.

The body and substance of any prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause.

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect.

BE IT FURTHER ORDAINED this Ordinance shall become effective on the 6th day of November 2024, and after posting as required by law.

DATED this 6th day of November 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Robert Vanderwood

Attested and recorded

Emily Green
City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
 : ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 33-2024, entitled “AN ORDINANCE OF WEST HAVEN CITY, UTAH, APPROVING THE APPROPRIATION OF A PUBLIC INFRASTRUCTURE REIMBURSEMENT FOR A CITY ROAD RECONSTRUCTION; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER,”** adopted and passed by the City Council of West Haven, Utah, at a City Council meeting thereof on November 6, 2024 which appears of record in my office, with the date of posting or publication being November 6, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 6th day of November 2024.

Emily Green
City Recorder

(city seal)

ATTACHMENT “A”

ORDINANCE NO. 33-2024

Hunter Drive Reconstruction 10-8-2 Study

DRAFT



URBAN & MAIN CONSULTING

MEMORANDUM

To: West Haven City Council
From: Rob Sant, Urban & Main Consulting
Date: October 11, 2024
RE: Hunter Drive Reconstruction 10-8-2 Study

INTRODUCTION

West Haven City (the "City") staff have been working on a public infrastructure participation agreement with Walmart and 4100 Investment LLC (the "Developers") to reimburse the Developers **\$2.00 million (two million dollars)** for a portion of the approximate total **\$4.00 million (four million dollars)** cost to realign and construct Hunter Drive to accommodate the area of the Walmart owned parcel for a larger store (the "Public Infrastructure Reimbursement") to be constructed. The Public Infrastructure Reimbursement will be paid through 50% (fifty percent) of the City's future local option sales tax increment generated from the Development for a period of 8 (eight) years. A public benefits analysis is required as this will be an appropriation of money for corporate purposes in future budget years.

This analysis intends to provide West Haven City (the "City"), a Utah municipality, and the West Haven City Council with the information required by Utah Code §10-8-2 - Utah Municipal Code – Appropriations – Acquisition and disposal of property – Municipal authority – Corporate purpose – Procedure.

LEGAL FRAMEWORK

Utah Code §10-8-2 states that municipalities may appropriate funds for "corporate purposes only." In the judgment of the municipal legislative body, those purposes are any purpose that "provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality" **Utah Code §10-8-2(3)**. A municipal legislative body must determine:

- That the "net value received for any money appropriated" is "measured on a project-by-project basis over the life of the project." **Utah Code §10-8-2(3)(a)**
- The municipal legislative body "may consider intangible benefits received by the municipality in determining net value received." **Utah Code §10-8-2(3)(c)**
- A "determination of value received, made by the municipality's legislative body, shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal." **Utah Code §10-8-2(3)(b)(ii)**

Utah Code §10-8-2(3)(d) state that the legislative body must hold a public hearing before appropriating any funds for a corporate purpose. If the entity receiving the benefit from the City is anything other than a nonprofit corporation, then a study that demonstrates the purpose of the



appropriation must be undertaken and posted for public review at least 14 (fourteen) days before a public hearing on the appropriation. The factors to be considered in the study are:

1. **Benefit Received** - What identified benefit the municipality will receive in return for any money or resources appropriated;
2. **Purpose of Appropriation** - The municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and
3. **Appropriation is Necessary and Appropriate** - Whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, elimination of a development impediment, job preservation, the preservation of historic structures and property, and any other public purpose.

TERMS OF ASSISTANCE AND PUBLIC BENEFITS PROVIDED

I. Terms of Assistance

Public Infrastructure Reimbursement The realignment and construction of Hunter Drive has estimated costs of more than **\$4.00 million (four million dollars)**. The Developer has informed the City that given the current market conditions and the various public improvement costs, financing the project under present circumstances is unfeasible. The financing gap cannot be bridged through traditional funding methods alone. To proceed with development, some form of public assistance on constructing the public infrastructure is needed to help cover a portion of the financing shortfall. In various discussions, the amount of public assistance needed was identified as **\$2.00 million (two million dollars)**. With this public funding, the Developers will immediately move forward, and Walmart Supercenter will be open by December 31, 2027. State law allows municipalities to assist with offsetting costs associated with public infrastructure.

The Development will produce significant sales tax revenues, with Walmart forecasting approximately \$100.00 million (one hundred million dollars) in annual gross taxable sales, which creates approximately \$900,000 (nine hundred thousand dollars) in annual City sales tax revenues. If adopted, the public infrastructure participation agreement anticipates sharing 50% (fifty percent) of the City's local option sales tax increment generated from the Development for a period of 8 (eight) years or until a maximum public infrastructure reimbursement of **\$2.00 million (two million dollars)** is reached, whichever comes first.

II. Public Benefits Provided by Public Infrastructure Reimbursement

Quantitative Benefit The main quantitative benefit is increased sales tax revenues to the City. A 10-year period was used to analyze the sales tax revenues generated by the Development. The analysis assumes the City will receive 0.90% of the total 1.00% local option sales tax. Additionally, the analysis assumes an annual growth rate of 2.50% on the gross taxable sales. The proposed Development is estimated to produce **\$12.92 million (twelve million nine hundred and two thousand dollars)** in sales tax revenue during the 10-year analysis period.



TABLE 1: SALES TAX REVENUE

Assumption	Amount
Average Gross Taxable Sales	\$143,522,508
City Local Option Sales Tax Rate	0.90%
Annual Growth	2.50%
Average Annual Sales Tax Revenue	\$1,291,703
Total Sales Tax Revenue – 10 Years	\$12,917,026

Based on the assumptions in this analysis, the Development will produce a net benefit of **\$10.92 million** (ten million nine hundred and two thousand dollars) to the City projected over the 10-year analysis period, or an average annual benefit of **\$1.09 million (one million nine thousand dollars)**. The actual economic benefit of the Development is much higher due to additional direct, indirect, and induced benefits. Positive economic impacts will be felt through business, construction, and leisure supplies purchased by the Developers, businesses, and residents. It is also likely that new demand for goods and services will be attracted to the area. These benefits were not considered in this analysis.

TABLE 2: DEVELOPMENT COST/BENEFIT

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Sales Tax	\$900,000	\$922,500	\$945,563	\$1,104,202	\$1,131,807
Expense					
Public Infrastructure Reimbursement	(\$450,000)	(\$461,250)	(\$472,781)	(\$552,101)	(\$63,868)
Net Benefit/(Cost)	\$450,000	\$461,250	\$472,781	\$552,101	\$1,067,939

Year 6	Year 7	Year 8	Year 9	Year 10	Total
\$1,301,936	\$1,479,865	\$1,516,861	\$1,707,523	\$1,906,770	\$12,917,026
-	-	-	-	-	(\$2,000,000)
\$1,301,936	\$1,479,865	\$1,516,861	\$1,707,523	\$1,906,770	\$10,917,026

Qualitative Benefit There are numerous qualitative (intangible) benefits created by the Development, including creating over 500 (five hundred) new jobs, increasing the quality of life of West Haven residents, and strengthening the local economy.

PURPOSE OF THE APPROPRIATION

The Public Infrastructure Reimbursement Payment supports the City's efforts to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of West Haven City through:

- Comfort and Convenience: The new development enhances the comfort and convenience of the City's inhabitants as the grocery store and other commercial tenants minimize driving times and provide convenient shopping options. Additionally, Hunter Drive may decrease traffic congestion along Midland Drive and 4000 South.
- Prosperity: The Public Infrastructure Reimbursement increases the prosperity of the City's inhabitants through the economic impact of a vibrant commercial center in the City. The Development will create over 500 (five hundred) new jobs and opportunities for locally-owned businesses to locate within the Development.



- Peace, Order, and Safety: The Public Infrastructure Reimbursement will create an additional \$1.09 million (one million nine thousand dollars) of annual City sales tax revenue. Portions of this revenue will go towards providing general governmental services.

APPROPRIATION IS NECESSARY & APPROPRIATE (CONCLUSION)

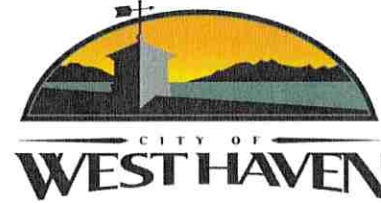
The appropriation is necessary and appropriate to support the City's reasonable goals and objectives regarding public infrastructure, economic development, job creation, and enhancing the local tax base through increased sales tax revenues. The Development fulfills a specific need and provides public benefits to the City that satisfy the requirements of Utah Code 10-8-2. For these reasons, the City Council would be justified in approving the Public Infrastructure Reimbursement.

DRAFT



STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: November 6, 2024



SUBJECT: Discussion and consideration approving a resolution adopting Public Infrastructure Participation Agreement between Walmart, 4100 Investment LLC, and West Haven City

Synopsis. At present 4100 Investment LLC ("Company") and Walmart Inc. ("Walmart") own approximately seventy (70) acres of consisting of real property ("Project Site") which is located southwest of the corner of 4000 South and Midland Drive ("Project Site").

The Company has plans for a mixed-use commercial development (the "Company Project"), which Company Project. Walmart plans to build a large Walmart Store. At full build-out, the Walmart Store and Company Project are projected to generate approximately one hundred ninety million dollars (\$190,000,000) of new gross taxable sales, which the City estimates will generate one million nine hundred dollars (\$1,900,000) of City sales tax revenues annually.

In order to accommodate a larger Walmart Store, the Company, Walmart, and City need to realign and reconstruct Hunter Drive. All of these parties have been working on a public infrastructure participation agreement which will reimburse the Company and Walmart \$2.00 million (two million dollars) for a portion of the approximate total \$4.00 million (four million dollars) cost to realign and construct Hunter Drive. The Public Infrastructure Reimbursement will be paid through 50% (fifty percent) of the City's future local option sales tax increment generated from the Development for a period of 8 (eight) years, or until \$2.00 million is reimbursed, whichever occurs first.

Background on Hunter Drive & Commercial Development. Walmart has contemplated constructing a store at southwest of the corner of 4000 South and Midland Drive since 2005. In 2006 the City approved a site plan and subdivision showing a Walmart store as the major anchor. A subdivision plat entitled the West Haven Wal-Mart Sub was recorded on January 11, 2007, which created building lots and dedicated Hunter Drive as a public road to the City.

The developers of the Walmart subdivision constructed Hunter Drive, and in 2007, Walmart completed the purchase of one of the lots within the Project Site for their store. Soon thereafter, Walmart allowed its site plan approvals to lapse.

Since Hunter Drive was constructed in 2007, the public road has been unused and has deteriorated to the point of failure. In 2023, Walmart submitted applications for a site plan permit, subdivision plat amendment, and vacation of Hunter Drive to accommodate a development scenario of realigning Hunter Drive and increasing the area of the Walmart owned parcel to accommodate a larger store.

At present 4100 Investment LLC ("Company") and Walmart Inc. ("Walmart") own approximately seventy (70) acres of consisting of real property ("Project Site") which is located southwest of the corner of 4000 South and Midland Drive ("Project Site"). The realignment of Hunter Drive will require the cooperation of all parties the that own property on the Project Site, which include 4100 Investment LLC, Walmart Inc., and West Haven City (which owns the current alignment of the Hunter Drive right-of-way).

The Company has plans for a mixed-use retail development (the "Company Project"), which Company Project will be of great benefit to the City and its residents. At full build-out, the Walmart Store and Company Project are projected to generate approximately one hundred ninety million

dollars (\$190,000,000) of new gross taxable sales, which the City estimates will generate one million nine hundred dollars (\$1,900,000) of City sales tax revenues annually.

The Company and Walmart have presented to the City and its consultant sufficient information, showing justification for all Parties' participation in the realignment and construction of Hunter Drive, which has an estimated cost after completion in excess of approximately four million dollars (\$4,000,000).

Public Infrastructure Reimbursement Payments. Subject to the Company and Walmart fulfilling the Walmart and Company Joint Commitments and Walmart Specific Commitments described below, the City shall reimburse Walmart for the Hunter Drive Costs, not to exceed the total amount of two million dollars (\$2,000,000) ("Public Infrastructure Reimbursement Payment"). The Public Infrastructure Reimbursement Payment shall be paid by the City to Walmart from fifty percent (50%) of the City's local option sales tax generated from the Project Site.

The City shall make the first Public Infrastructure Reimbursement Payment within thirty (30) days after the City receives twelve (12) consecutive months of local option sales tax receipts from the Project Site (i.e., after Walmart has received their CO and has generated gross taxable sales from the Project Site for twelve (12) months). Subsequent installments of the Public Infrastructure Reimbursement Payments passed on the generated gross taxable sales from the Project Site for the twelve (12) months will be paid within thirty (30) days after the anniversary date of the first Public Infrastructure Reimbursement Payment to Walmart.

Fifty percent (50%) of the City's local option sales tax generated from the Project Site shall be paid towards the satisfaction of the Public Infrastructure Reimbursement Payments, until the earlier of:

- a. a period of eight (8) years from the date the City makes the first payment, or
- b. until such amount is paid in full.

Walmart and Company Joint Commitments. As a condition of the City making Public Infrastructure Reimbursement Payment, Walmart and the Company agree to do each of the following (hereinafter "Company and Walmart Joint Commitments"):

- a. Walmart and the Company shall construct Hunter Drive in the new alignment and shall submit documentation summarizing all costs and expenses incurred by them arising out of the Hunter Drive Reconstruction ("Hunter Drive Costs");
- b. Subject to the terms and conditions of the Public Infrastructure Participation Agreement, Walmart and the Company are solely responsible and shall pay all of the Hunter Drive Costs;
- c. Following the Hunter Drive reconstruction, Walmart and the Company shall dedicate the newly aligned Hunter Drive as a public road to the City (unless Hunter Drive has already been dedicated upon a previous replat of the Project Site).

Walmart Specific Commitments.

- a. Walmart shall receive a Certificate of Occupancy ("CO") for a Walmart Supercenter building of at least 170,000 square feet by December 31, 2027.

Company Specific Commitments.

- a. The Company shall construct at least twenty thousand (20,000) square feet of additional commercial space, with the intended tenants to be sales tax generators, by

December 31, 2032, or five (5) years after Walmart receives CO, whichever comes first;
and

- b. The Company redevelops Parcels 080510041 and 080510163 within ten (10) years after Walmart receives CO. The Company's removal of existing residential dwellings and storage shed on the parcels is considered to be a "redevelopment activity".

Resolution No. 44-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE PUBLIC INFRASTRUCTURE PARTICIPATION AGREEMENT WITH WALMART INC. AND 4100 INVESTMENT LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into contracts regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, 4100 Investment LLC ("Company") and Walmart Inc. ("Walmart") own approximately seventy (70) acres of certain real property within the City located southwest of the corner of 4000 South and Midland Drive; and

WHEREAS, in 2006, a commercial site plan and subdivision showing a Walmart store as the major anchor was approved by the City in 2006, and a plat entitled the West Haven Wal-Mart Sub was recorded on January 11, 2007, which created building lots and dedicated Hunter Drive as a public road to the City; and

WHEREAS, the developers of the Walmart subdivision constructed Hunter Drive; and in 2007, Walmart completed the purchase of one of the lots within the Project Site for their store; and

WHEREAS, since Hunter Drive was constructed in 2007, the public road has been unused, not maintained by the City, and has deteriorated to the point of failure; and

WHEREAS, Walmart's site plan approvals from 2006 have lapsed; and

WHEREAS, in 2023, Walmart submitted applications for a new site plan permit, subdivision plat amendment, and vacation of Hunter Drive to accommodate a development scenario of realigning Hunter Drive and increasing the area of the Walmart owned parcel to accommodate a larger store; and

WHEREAS, the Company also has plans to develop other parts of the project with a mixed-use retail development; and

WHEREAS, at full build-out, the Walmart Store and Company Project is projected to generate approximately one hundred ninety million dollars (\$190,000,000) of new gross taxable sales, which the City estimates will generate one million nine hundred dollars (\$1,900,000) of City sales tax revenues annually; and

WHEREAS, in order to accomplish these goals which will benefit all parties especially the citizens of West Haven, the realignment and reconstruction of the failed Hunter Drive will require the cooperation of all the parties that own property on the project site, including the City since it is a dedicated public road; and

WHEREAS, the cost of realignment and reconstruction of Hunter Drive is approximately \$4 million (four million dollars); and

WHEREAS, Walmart is willing to bear the full cost of the realignment and reconstruction of Hunter Drive, a public infrastructure road, if it can be reimbursed \$2 million (two million dollars) over the course of a number of years; and

WHEREAS, Hunter Drive appears in the City's Transportation Section of the current Amended General Plan, dated December 2014, and the realigned Hunter Drive will appear in the next updated General Plan; and

WHEREAS, the City has also completed a Hunter Drive Reconstruction 10-8-2 Study ("Study") that analyzes and demonstrates the purpose of the City's appropriation of public funds for the reconstruction of Hunter Drive and shows that the appropriation is necessary and appropriate to accomplish the reasonable objectives of the City, which fulfills the requirements as outlined in Utah Code §10-8-2; and

WHEREAS, as outlined in Utah Code §10-8-2, the City posted notice for a public hearing and provided the public an opportunity to review the City's Study for at least 14 (fourteen) days prior to the public hearing; and

WHEREAS, the City then held a public hearing regarding the Study and approving an appropriation for the reconstruction of Hunter Drive; and

WHEREAS, based on all of the information that the City has gathered including the public input at the public hearing, the City feels that adopting this Agreement with Walmart and the Company will best serve the citizens of the City, and now desires to adopt this Agreement attached as Attachment "A"; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Haven as follows:

SECTION II.

1. That the Public Infrastructure Participation Agreement between West Haven City and Walmart Inc. and 4100 Investment LLC, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.

2. That the City Manager is authorized to sign any and all documents necessary to affect the Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Resolution adopting the Agreement.
4. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 6th day of November 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of November 2024.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____

DRAFT

ATTACHMENT “A”

Ordinance NO. 44-2024

**PUBLIC INFRASTRUCTURE PARTICIPATION AGREEMENT WITH WEST HAVEN
CITY, WALMART INC., AND 4100 INVESTMENT LLC**

DRAFT

PUBLIC INFRASTRUCTURE PARTICIPATION AGREEMENT

This **PUBLIC INFRASTRUCTURE PARTICIPATION AGREEMENT** (this "**Agreement**") is entered into as of ____ day of _____, 2024, between **4100 INVESTMENT LLC**, a Utah limited liability company (the "**Company**"), **WALMART INC.**, a Delaware corporation, f/k/a Wal-Mart Stores, Inc., ("**Walmart**") and **WEST HAVEN CITY**, a political subdivision of the State of Utah (the "**City**"). Also referred to individually as the "**Party**" or collectively as the "**Parties**":

RECITALS:

A. The Company and Walmart own approximately seventy (70) acres of certain real property within the City located southwest of the corner of 4000 South and Midland Drive (the "**Property**").

B. In 2005, Walmart expressed an interest in purchasing a portion of the Property and submitted site plans to the City, showing a Walmart store as the major anchor, which was approved by the City in 2006 for a site plan and subdivision. A plat entitled the West Haven Wal-Mart Sub was recorded on January 11, 2007, which created building lots and dedicated Hunter Drive as a public road to the City (see **Exhibit A "Project Site"**).

C. The developers of the Walmart subdivision constructed Hunter Drive, and in 2007, Walmart completed the purchase of one of the lots within the Project Site for their store. Soon thereafter, Walmart allowed its site plan approvals to lapse.

D. Since Hunter Drive was constructed in 2007, the public road has been unused and has deteriorated to the point of failure (see **Exhibit B**).

E. Since 2013, Walmart has continued to evaluate the timing and construction of a store on the Project Site. In 2023, Walmart submitted applications for a site plan permit, subdivision plat amendment, and vacation of Hunter Drive to accommodate a development scenario of realigning Hunter Drive and increasing the area of the Walmart owned parcel to accommodate a larger store.

F. The realignment of Hunter Drive will require the cooperation of all the Parties that own property on the Project Site, including the City (see **Exhibit C**).

G. The Company has plans for a mixed-use retail development (the "**Company Project**"), which Company Project will be of great benefit to the City and its residents.

H. At full build-out, the Walmart Store and Company Project is projected to generate approximately one hundred ninety million dollars (\$190,000,000) of new gross taxable sales, which the City estimates will generate one million nine hundred dollars (\$1,900,000) of City sales tax revenues annually.

I. The Company and Walmart have presented to the City and its consultant sufficient information, including development plans, financial documentation including financial proformas, and other information showing justification for all Parties' participation in the realignment and construction of Hunter Drive, which has an estimated cost after completion in excess of approximately four million dollars (\$4,000,000), as set forth on **Exhibit D**.

J. The Parties are aware that Title 11, Chapter 41 of the Utah Code entitled "Prohibition on Retail Facility Incentives Payment Act" prohibits the City's payment of public funds for the development, construction, renovation, or operation of retail facilities. Utah Code §11-41-102(15)(a) defines a "Retail Facility Incentive Payment" as payment of public funds for the development, construction, renovation, or operation of a retail facility within the State of Utah.

K. Utah Code §11-41-102(15)(b) defines what is not included as a "Retail Facility Incentive Payment," which includes the payment of public funds for the development, construction, renovation, or operation of "public infrastructure."

L. Utah Code §11-41-102(13)(a) defines "public infrastructure" as a "public facility" as defined in §11-36a-102 of the Impact Fee Act; or public infrastructure included as part of an infrastructure master plan related to a general plan, and §11-36a-102(17) of the Impact Fee Act states that a "public facility" means only impact fee facilities, including roadway facilities.

M. Hunter Drive appears in the City's Transportation Section of the current Amended General Plan, dated December 2014, and the realigned Hunter Drive will appear in the soon to be adopted updated General Plan.

N. The Governor's Office of Economic Opportunity (GOEO) has reviewed this Agreement and verified that any payment to the Company and Walmart as described herein is compliant with the "Prohibition on Retail Facility Incentives Payment Act." (see **Exhibit E**)

O. The City has completed a study that analyzes and demonstrates the purpose of the City's appropriation of public funds for the construction of Hunter Drive, which fulfills the requirements as outlined in Utah Code §10-8-2.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the Parties hereby agree as follows:

1. **Hunter Drive Realignment.** The West Haven Wal-Mart Sub was recorded on January 11, 2007, which created building lots and dedicated Hunter Drive as a public road to West Haven City (see **Exhibit A**). The developers of the Walmart subdivision constructed Hunter Drive in 2007, and since that time, the road has been unused and deteriorated (see **Exhibit B**). These factors have necessitated the demolishing, realigning, and reconstructing of Hunter Drive, including the construction and/or relocation of utility lines therein ("**Hunter Drive Reconstruction**"). The Hunter Drive Reconstruction is estimated to be four million dollars (\$4,000,000).

2. **Walmart and Company Joint Commitments.** As a condition to all obligations of the City

under this Agreement, Walmart and the Company agree to do each of the following (hereinafter “**Company and Walmart Joint Commitments**”):

- a. Walmart and the Company shall construct Hunter Drive in the new alignment and shall submit documentation summarizing all costs and expenses incurred by them arising out of the Hunter Drive Reconstruction (“**Hunter Drive Costs**”);
- b. Subject to the terms and conditions set forth in this Agreement, Walmart and the Company are solely responsible and shall pay all of the Hunter Drive Costs;
- c. Following the Hunter Drive reconstruction, Walmart and the Company shall dedicate the newly aligned Hunter Drive as a public road to the City (unless Hunter Drive has already been dedicated upon a previous replat of the Project Site).

Walmart Specific Commitments

- d. Walmart shall receive a Certificate of Occupancy (“CO”) for a Walmart Supercenter building of at least 170,000 square feet by December 31, 2027.

Company Specific Commitments

- e. The Company shall construct at least twenty thousand (20,000) square feet of additional commercial space, with the intended tenants to be sales tax generators, by December 31, 2032, or five (5) years after Walmart receives CO, whichever comes first; and
- f. The Company redevelops Parcels 080510041 and 080510163 within ten (10) years after Walmart receives CO. The Company’s removal of existing residential dwellings and storage shed on the parcels is considered to be a “redevelopment activity”.

3. Post-Performance Public Infrastructure Reimbursement Payments.

- a. *Reimbursement of Public Infrastructure.* Subject to the Company and Walmart fulfilling the Walmart and Company Joint Commitments and Walmart Specific Commitments pursuant to Section 2 *above*, the City shall reimburse Walmart for the Hunter Drive Costs, not to exceed the total amount of two million dollars (\$2,000,000) (“**Public Infrastructure Reimbursement Payment**”). The Public Infrastructure Reimbursement Payment shall be paid by the City to Walmart from fifty percent (50%) of the City’s local option sales tax generated from the Project Site.
- b. *Public Infrastructure Reimbursement Payments.* Subject to Sections 2 *above* and Section 3(a), the City shall make the first Public Infrastructure Reimbursement Payment within thirty (30) days after the City receives twelve (12) consecutive months of local option sales tax receipts from the Project Site (i.e., after Walmart has received their CO and has generated gross taxable sales from the Project Site for twelve (12) months). Subsequent installments of the Public Infrastructure Reimbursement Payments passed on the generated gross taxable sales from the Project Site for the twelve (12) months will be paid within thirty (30) days after the anniversary date of the first Public Infrastructure Reimbursement Payment to Walmart. As stated above, fifty percent (50%) of the City’s local option sales tax generated from the Project Site shall be paid towards the satisfaction of the Public

Infrastructure Reimbursement Payments, until the earlier of (“**Satisfaction Date**”): (i) a period of eight (8) years from the date the City makes the first payment, or (ii) until such amount is paid in full. Walmart shall direct the City in writing how to remit the Public Infrastructure Reimbursement Payment, including direction as to the manner in which such payments are to be made.

Subject to Section 3(a), the City will continue making the Public Infrastructure Reimbursement Payments each successive year, on an annual basis, until the Satisfaction Date. As of the Satisfaction Date, the City will have no further payment obligations of any kind to the Company or Walmart pursuant to this Agreement. The Parties acknowledge the total amount paid to the Company and/or Walmart is contingent on the amount of sales tax actually received by the City each year from the Project Site.

- c. *Limitation.* Notwithstanding anything in this Agreement to the contrary, if Walmart and the Company do not satisfy the Company and Walmart Joint Commitments and Walmart Specific Commitments pursuant to Section 2 *above*, then the City will have no obligation to reimburse Walmart for Hunter Drive Costs and will be entitled to retain all sales tax generated from the Project Site for other legal and authorized purposes of the City.
- d. *Company Limitation.* Notwithstanding anything in this Agreement to the contrary, if the Company does not satisfy the Company Specific Commitments pursuant to Section 2 *above*, then the City reserves the right to remove the existing residential dwellings and storage shed on the affected parcels. Before the City’s removal of the existing residential dwellings and storage shed on the affected parcels, City shall provide sixty (60) day written notice to the Company of the City’s intent to remove the structures; that the Company has sixty (60) days to remove the structures; and that if the structures are not removed, then the City shall proceed to remove them and then invoice Company for all costs associated with the removal. Any property left within those structures shall be removed by the City with the structures. The Company shall be fully responsible for the cost of removal of the structures, any possible issues with leases regarding those structures including any personal property issues and shall indemnify the City if any litigation is filed against the City involving the removal of any personal property or any other possible issues with leases. The Company shall be obligated to reimburse the City for all associated costs incurred as a result of such actions. Company shall reimburse the City within thirty (30) days of receiving an invoice. If the invoice is not paid within the thirty (30) days, then a lien shall be filed against this property in the amount of the invoice along with any attorney fees and costs to file the lien. The Company must complete this repayment in full and receive a lien release from the City before being granted any building permits for future development on any of the Company’s owned parcels within the City.

4. **Prohibition on Retail Facility Incentive Payment.** The Company and Walmart acknowledge that Title 11, Chapter 41 of the Utah Code entitled “Prohibition on Retail Facility Incentives Payment Act” prohibits the City’s payment of public funds for the development, construction, renovation, or operation of retail facilities. Utah Code 11-41-102(15)(a) defines a “Retail Facility Incentive Payment” as payment of public funds for the development, construction, renovation, or operation of a retail facility within the State of Utah.

While the Parties believes and has consulted with GOEO that this Agreement does not qualify as a “Retail Facility Incentive Payment,” and thus allowed by Utah law, Walmart and the Company

accept and understand that if Utah law is amended or superseded by new law that revises the definition of a "Retail Facility Incentive Payment" which prohibits the Public Infrastructure Reimbursement Payment as contemplated herein, the City's obligation to pay the Public Infrastructure Reimbursement Payment to the Company and Walmart shall end as of such date. Similarly, if a court of competent jurisdiction declares that the City cannot make Public Infrastructure Reimbursement Payment as provided in this Agreement or takes any other action that eliminates or reduces the amount of sales tax revenues paid to the City, the City's obligation to make Public Infrastructure Reimbursement Payment to the Company and Walmart shall be proportionately reduced or eliminated in relation to the reduction of sales tax revenue paid to the City or the amount of the Public Infrastructure Reimbursement Payment that can be made by the City, as the case may be, as of such date. Notwithstanding the foregoing, neither Walmart nor Company shall be required to reimburse or pay to City any portion of the Public Infrastructure Reimbursement Payment already received by either of them

5. **Vacation of Existing Hunter Drive.** The Parties expressly acknowledge and agree that the vacation of Hunter Drive is subject to a public process involving the Planning Commission and City Council. This process includes, but is not limited to, notice provisions, a public hearing, and a formal decision by the City Council regarding the road vacation request. The effectiveness of this Agreement is contingent upon the successful vacation of the existing Hunter Drive by the City Council. The Parties acknowledge that there is no presumption regarding the outcome of considering the vacating of the existing Hunter Drive. If the City Council does not approve the vacation of Hunter Drive within six (6) months following the execution of this Agreement, this Agreement shall be deemed null and void, and the Parties shall have no further obligations under this Agreement. Notwithstanding the foregoing, if the City Council does approve of the vacation of Hunter Drive following the execution of this Agreement, this Agreement shall be effective as of such date.

6. **Breach and Termination.** Upon a material breach of this Agreement by a Party, the non-breaching Party shall provide written notice of the material breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the breach, and if the breach is not timely cured within those thirty (30) days, the non-breaching Party may then terminate this Agreement by providing final notice to the breaching Party.

7. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended only by a written instrument duly authorized and executed by each of the Parties.

8. **Notices.** All written notices to the City shall be considered to be properly given if mailed by certified mail or delivered in person to:

West Haven City
4150 S 3900 W
West Haven, UT 84401

All written notices given to the Company shall be considered to be properly given if mailed by certified mail or delivered in person to:

4100 Investment, LLC
c/o Kimball Investment Company
Attn: Victor M. Kimball

1000 South Main Street, Suite 104
Salt Lake City, Utah 84101

With a Copy (which shall not constitute notice) to:

Kirton McConkie
Attn: Steven Whitehead, Esq.
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

All written notices given to Walmart shall be considered to be properly given if mailed by certified mail or delivered in person to:

Walmart Inc.
Attn: Real Estate Manager
(Ref: West Haven, Utah;
Store No. 4349)
2608 SE J Street
Bentonville, Arkansas 72716-5560

With a Copy to:

Fennemore LLP
Attn: J. Matthew Wilcox, Esq.
(Ref: West Haven, Utah;
Store No. 4349)
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408-4205

With a Copy to:

Walmart Inc.
Attn: Legal – Real Estate Department
(Ref: West Haven, Utah;
Store No. 4349)
2608 SE J Street
Bentonville, Arkansas 72716-5560

Any notice to either Walmart or Company shall be sent to both Walmart and Company, regardless that such notice may be applicable to only one of them.

9. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Utah, without regard to conflict of law principles, and any action pertaining hereto shall be brought in the applicable state or federal court having jurisdiction in Weber County, Utah.

10. **Integrated Agreement.** The above recitals and all attached exhibits and schedules are incorporated and made an integral part of this Agreement.

11. **Complete Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed. There are no other contracts or agreements, written or verbal, between the Parties, relating in any way to the subject matter of this Agreement. The terms in this Agreement replace any previous discussions and understanding regarding the Hunter Drive reconstruction. No Party is relying on any verbal or written statements other than those expressly set forth in this Agreement.
12. **Further Assurances.** The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.
13. **Indemnification.** The Company and Walmart shall indemnify, defend (with counsel of the indemnitee's choosing), and hold the City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of Walmart and the Company (including its officers, directors, agents, employees, contractors, and consultants) upon the Project Site in connection with the Hunter Drive Reconstruction, except in each case to the extent arising out of the negligence, willful misconduct, illegal acts, bad faith or breach of this Agreement by the City (including their respective officers, directors, agents, employees, contractors, and consultants).
14. **Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the City, the Company, and Walmart. There are no intended third-party beneficiaries.
15. **Nonliability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Parties shall be personally liable to the other Party hereto, or any successor in interest, in the event of any default or breach by any of the Parties or for any amount which may become due to the Company or Walmart or its successors or on any obligations under the terms of this Agreement.
16. **No Legal Relationships.** The Parties disclaim any partnership, joint venture, fiduciary, agency or employment status, or relationship between them. No Party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other Party, nor shall they make any representation to any third party inconsistent with this paragraph.
17. **Severability.** If any portion of this Agreement is held to be unenforceable for any reason (except by reasons of any change in law or ordinances by the City or a position taken by the City to invalidate any rights granted to Walmart or the Company), the remaining provisions shall continue in full force and effect.
18. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign its rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld.
19. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a party of a breach

hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

[End of Terms – Signature Page Follows]

THIS PARTICIPATION AGREEMENT IS EXECUTED effective as of the day and year first above written, by.

COMPANY: 4100 INVESTMENTS LLC
a Utah limited liability company;

By: _____
Name:
Title:

WALMART: WALMART INC
a Delaware Corporation;

By: _____
Name:
Title:

CITY: WEST HAVEN CITY,
a Utah political subdivision

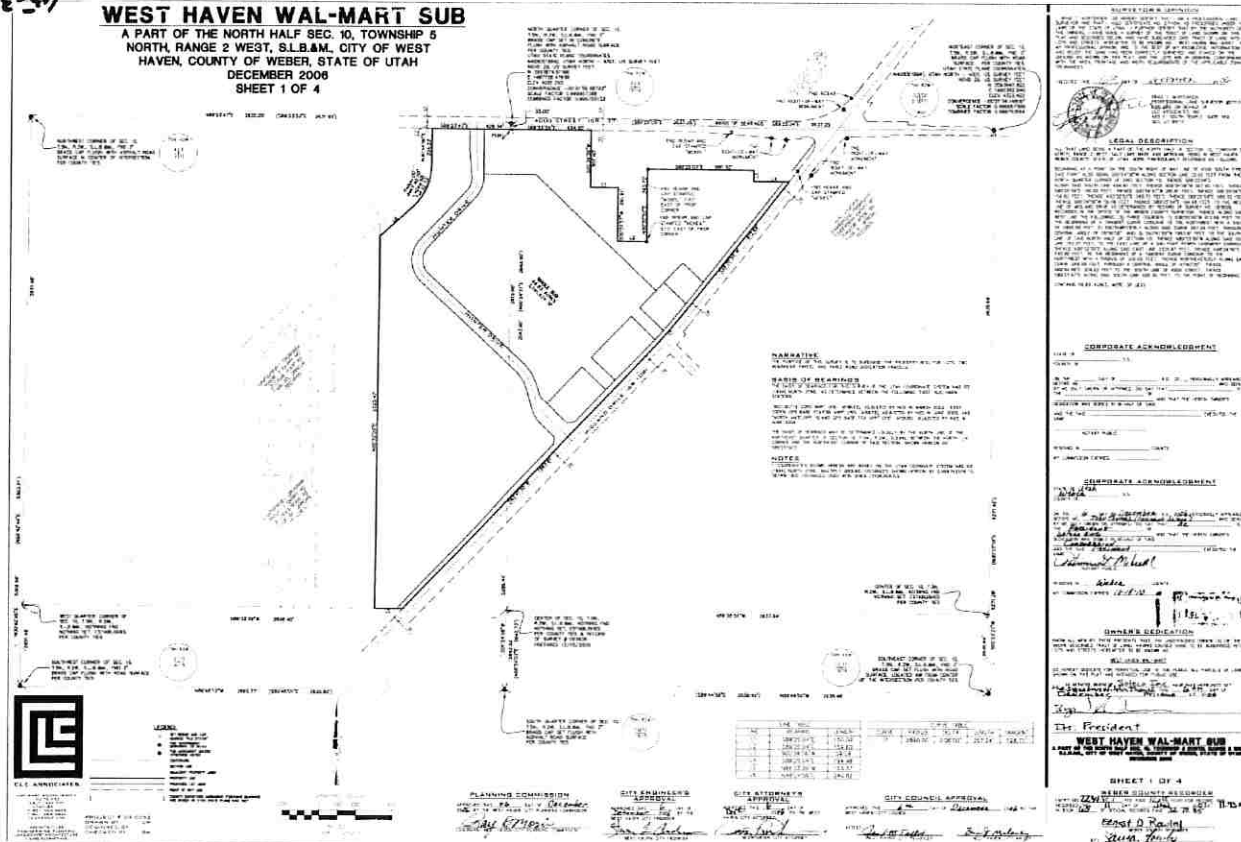
By: _____
Rob Vanderwood, West Haven City Mayor

ATTEST:

City Recorder

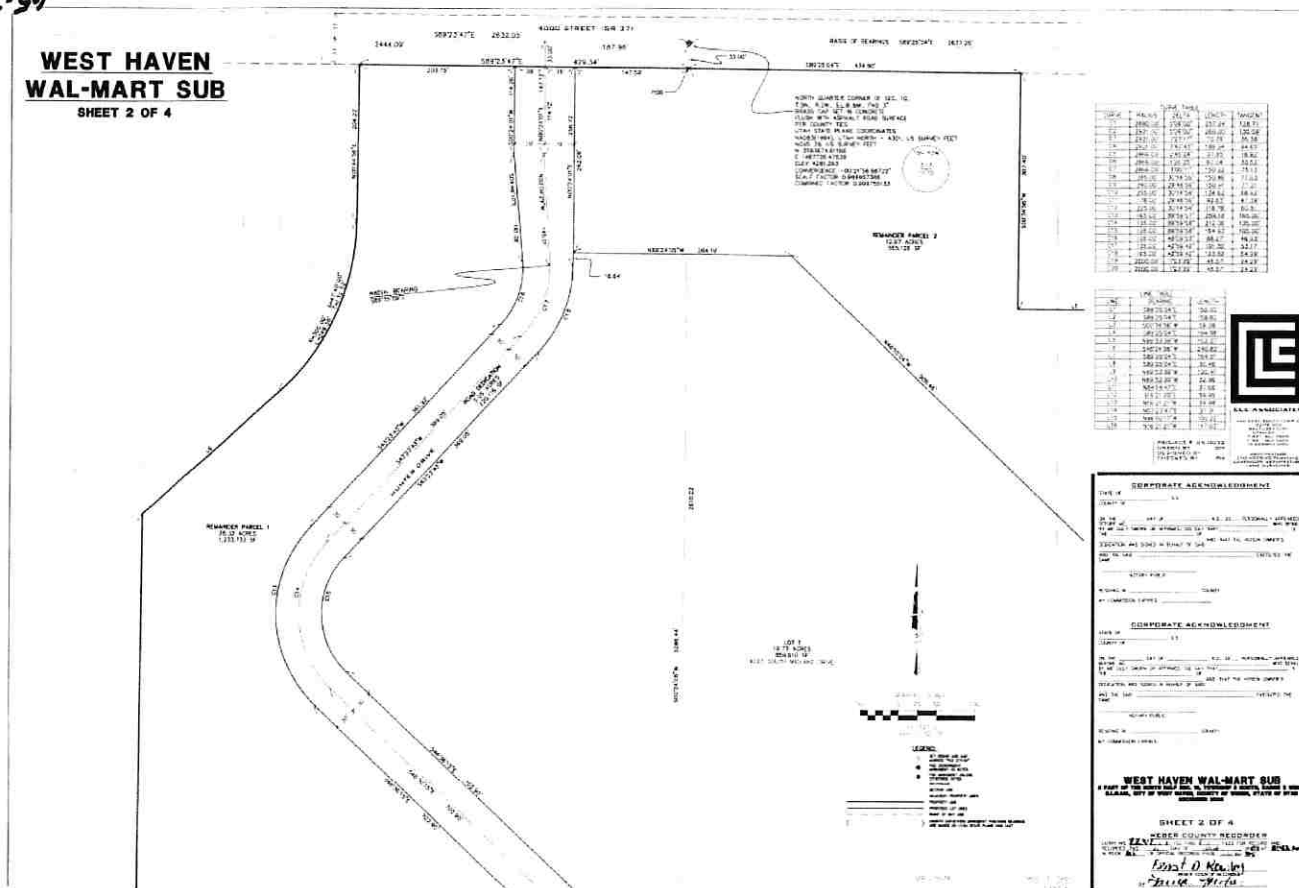
7E-97

A PART OF THE NORTH HALF SEC. 10, TOWNSHIP 5
NORTH, RANGE 2 WEST, S.L.B.&M. CITY OF WEST
HAVEN, COUNTY OF WEBER, STATE OF UTAH
DECEMBER 2006
SHEET 1 OF 4



65-32

WEST HAVEN
WAL-MART SUB
SHEET 2 OF 4



[illegible]

5E-55

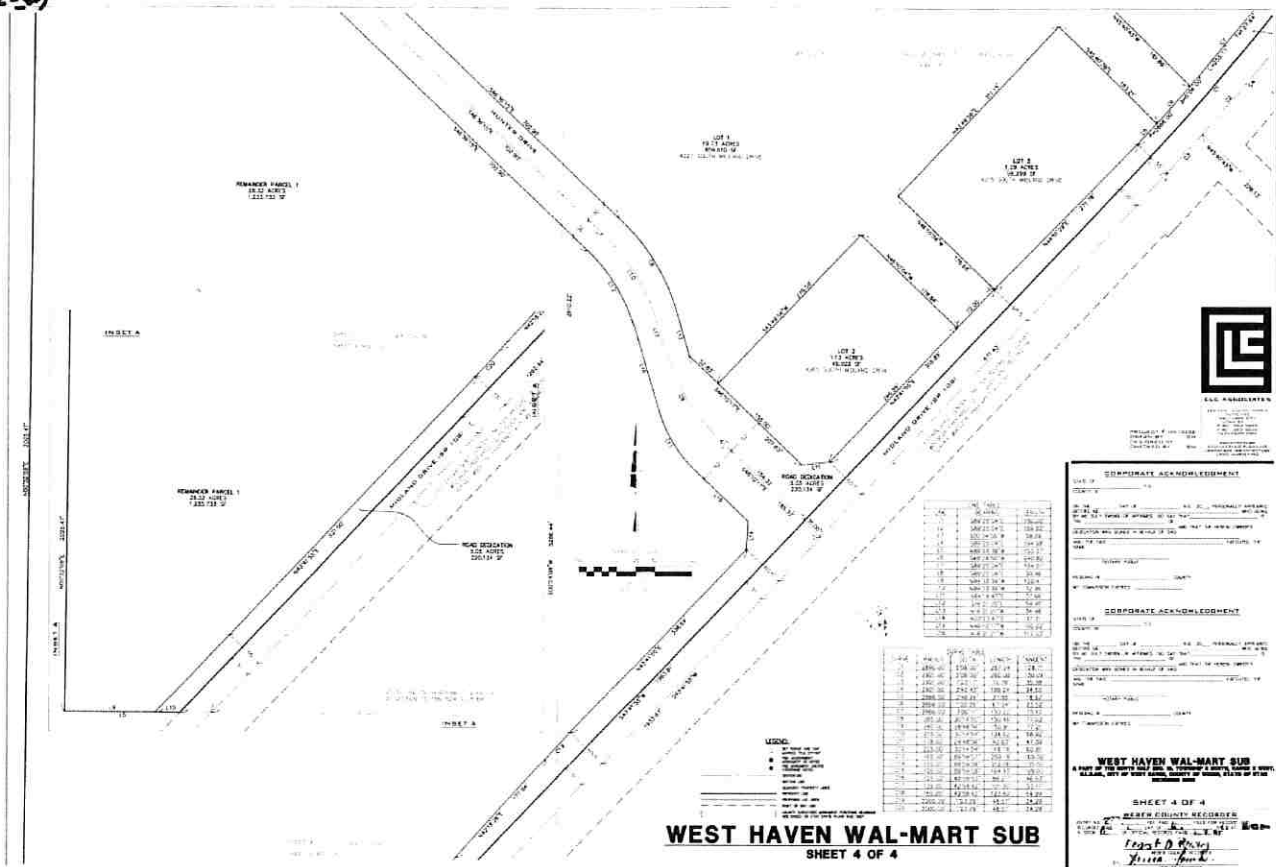


EXHIBIT B

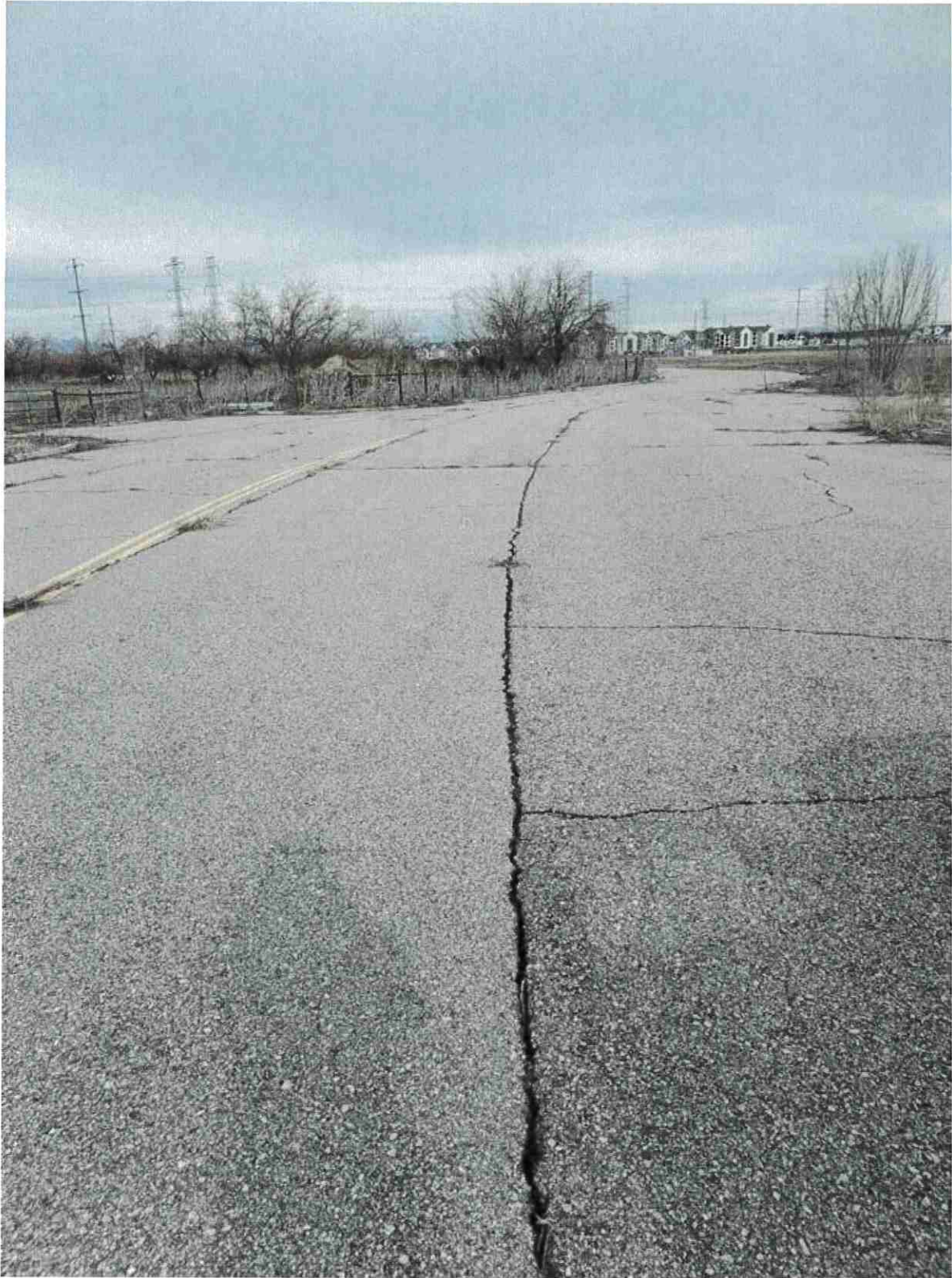


EXHIBIT C

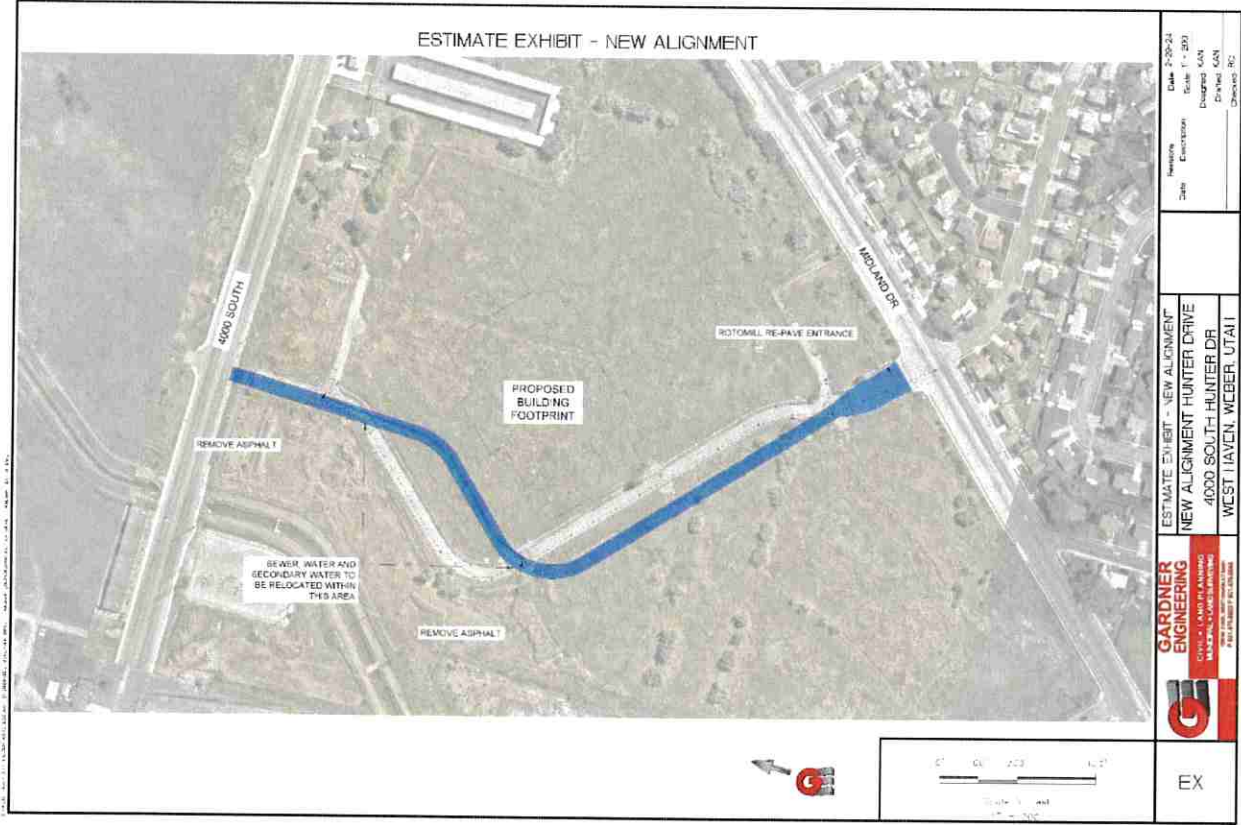


EXHIBIT D



5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8881 • GallowayUS.com

Date: 10/13/2024
Project: Walmart 4349
Location: West Haven, UT
Produced By: MMC
Checked By: BDA

Exhibit - D					Description
4000 S @ Hunter Dr.					
	Quantity	Unit	Unit Cost		
Earthwork Cut/Fill/Compaction	44	CY	\$ 5.00	\$ 220.00	
Subbase and Paving	46	SY	\$ 70.00	\$ 3,220.00	
Erosion Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00	
Sidewalk	335	SY	\$ 45.00	\$ 15,075.00	
Curb and Gutter	600	LF	\$ 30.00	\$ 18,000.00	
Striping And Signage	1	LS	\$ 20,000.00	\$ 20,000.00	
6" PVC Secondary Water	443	LF	\$ 75.00	\$ 33,225.00	
10" PVC Secondary Water	138	LF	\$ 100.00	\$ 13,800.00	
10"x6" Reducer	1	EA	\$ 400.00	\$ 400.00	
6" 90 bend	1	EA	\$ 50.00	\$ 50.00	
			Total	\$ 105,990.00	
Hunter Drive / Common Access Drive Removal					
	Quantity	Unit	Unit Cost		
Demo of Existing Roadway & Curb and Gutter	112770	SF	\$ 3.00	\$ 338,310.00	
Demo of Existing Utilities	11440	LF	\$ 20.00	\$ 228,800.00	
Earthwork Cut/Fill/Compaction	5665	CY	\$ 5.00	\$ 28,325.00	
Inlet removal	26	EA	\$ 1,250.00	\$ 32,500.00	
			Total	\$ 627,935.00	
Shared Storm Sewer from OCR to Pond A & to UDOT Outfall					
	Quantity	Unit	Unit Cost		
Earthwork Cut/Fill/Compaction	2200	CY	\$ 5.00	\$ 11,000.00	
18" RCP	432	LF	\$ 80.00	\$ 34,560.00	
24" RCP	864	LF	\$ 88.00	\$ 76,032.00	
36" RCP	20	LF	\$ 120.00	\$ 2,400.00	
48" N12 HDPE	805	LF	\$ 175.00	\$ 140,875.00	
54" N12 HDPE	602	LF	\$ 200.00	\$ 120,400.00	
54" RCP	308	LF	\$ 200.00	\$ 61,600.00	
Storm Drain Combo Box	4	EA	\$ 12,500.00	\$ 50,000.00	
4" Storm Manhole	5	EA	\$ 7,500.00	\$ 37,500.00	
7' eccentric Storm Manhole	2	EA	\$ 11,500.00	\$ 23,000.00	
6' eccentric Storm Manhole	1	EA	\$ 10,000.00	\$ 10,000.00	
8' eccentric Storm Manhole	1	EA	\$ 12,500.00	\$ 12,500.00	
Storm Drain Curb Inlet	13	EA	\$ 7,250.00	\$ 94,250.00	
24" FES	1	EA	\$ 4,350.00	\$ 4,350.00	
48" FES	1	EA	\$ 5,500.00	\$ 5,500.00	
54" FES	1	EA	\$ 5,500.00	\$ 5,500.00	
Outlet Structure	1	EA	\$ 10,000.00	\$ 10,000.00	
			Total	\$ 609,467.00	
Hunter Drive Construction					
	Quantity	Unit	Unit Cost		
Earthwork Cut/Fill/Compaction	9314	CY	\$ 5.00	\$ 46,570.00	
Subbase and Paving	9580	SY	\$ 70.00	\$ 670,600.00	
Erosion Sediment Control	1	LS	\$ 30,000.00	\$ 30,000.00	
Proposed Culinary Waterline 3" C-900 PVC	17	LF	\$ 55.00	\$ 935.00	
Proposed Culinary Waterline 6" C-900 PVC	73	LF	\$ 60.00	\$ 4,380.00	
Proposed Culinary Waterline 8" C-900 PVC	192	LF	\$ 84.00	\$ 15,184.00	
Proposed Culinary Waterline 12" C-900 PVC	7045	LF	\$ 115.00	\$ 810,175.00	
Proposed 3" Water meter & housing	1	EA	\$ 1,175.00	\$ 1,175.00	
Proposed 6" Gate Valve	4	EA	\$ 2,050.00	\$ 8,200.00	
Proposed 8" Gate Valve	1	EA	\$ 2,750.00	\$ 2,750.00	
8x6 reducer	1	EA	\$ 100.00	\$ 100.00	
8" cap/plug	2	EA	\$ 40.00	\$ 80.00	
12" 11.25 bend	4	EA	\$ 450.00	\$ 1,800.00	
12" 22.5 bend	4	EA	\$ 500.00	\$ 2,000.00	
12 gate valve	10	EA	\$ 6,500.00	\$ 65,000.00	
12x6 tee	4	EA	\$ 1,000.00	\$ 4,000.00	
12x8 cross	1	EA	\$ 1,300.00	\$ 1,300.00	
16x6 tee	4	EA	\$ 1,100.00	\$ 4,400.00	
12x12 tee	2	EA	\$ 1,200.00	\$ 2,400.00	
flex hydrant assembly	4	EA	\$ 7,500.00	\$ 30,000.00	
Water Meter Latch	1	EA	\$ 200.00	\$ 200.00	
Secondary Waterline 2" C900-DR18 Purple	143	LF	\$ 45.00	\$ 6,435.00	
Secondary Waterline 6" C900-DR18 Purple	1940	LF	\$ 75.00	\$ 145,500.00	
2" cap/plug	3	EA	\$ 15.00	\$ 45.00	
2" irrigation saddle	4	EA	\$ 150.00	\$ 600.00	
2" irrigation meter & housing	1	EA	\$ 5,000.00	\$ 5,000.00	
6" 11.25 bend	4	EA	\$ 25.00	\$ 100.00	
6" 22.5 bend	4	EA	\$ 25.00	\$ 100.00	
6" 45 bend	2	EA	\$ 20.00	\$ 40.00	

(4" HMA/12" CRB or 0.44Y) * (46 SY) + 23 CY Import

accounts for each utility in Hunter
(11330 SY) * 0.5Y
1179 LF W/L
1940 LF 5/S 2062 LF 5TM

Culinary Water

Secondary Water

6" gate valve	4	EA	\$ 2,050.00	\$ 8,200.00
6x6 tee	1	EA	\$ 1,050.00	\$ 1,050.00
Irrigation drain & housing	1	EA	\$ 2,500.00	\$ 2,500.00
8" SDR 35	1914	LF	\$ 95.00	\$ 181,830.00
42" sanitary MH	10	EA	\$ 10,500.00	\$ 105,000.00
6" SS MH	2	EA	\$ 10,500.00	\$ 21,000.00
8" cap/plug	3	EA	\$ 40.00	\$ 120.00
8" 45 bend	3	EA	\$ 100.00	\$ 300.00
8" Wye	3	EA	\$ 45.00	\$ 135.00
12" N12 HDPE	57	LF	\$ 42.00	\$ 2,394.00
18" N12 HDPE	62	LF	\$ 72.00	\$ 4,464.00
18" RCP	105	LF	\$ 72.00	\$ 7,560.00
24" RCP	235	LF	\$ 88.00	\$ 20,680.00
36" RCP	856	LF	\$ 120.00	\$ 102,720.00
48" RCP	390	LF	\$ 175.00	\$ 68,250.00
5' Storm MH	2	EA	\$ 8,500.00	\$ 17,000.00
2' Storm MH	2	EA	\$ 10,000.00	\$ 20,000.00
12" FES	1	EA	\$ 3,500.00	\$ 3,500.00
Storm drain combo box	11	EA	\$ 12,500.00	\$ 137,500.00
Storm Drain Curb Inlet	8	EA	\$ 7,250.00	\$ 58,000.00
Striping And Signage	1	LS	\$ 35,000.00	\$ 35,000.00
Curb and Gutter	4120	LF	\$ 30.00	\$ 123,600.00
Sidewalk (4" wide 8" thick)	1820	SY	\$ 45.00	\$ 81,900.00
Total				\$ 2,134,596.00
Midland @ Hunter Drive				
	Quantity	Unit	Unit Cost	
Earthwork Cut/Fill/Compaction	515	CY	\$ 5.00	\$ 2,575.00
Subbase and Paving	547	SY	\$ 70.00	\$ 38,290.00
Erosion Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00
Striping And Signage	1	LS	\$ 20,000.00	\$ 20,000.00
Traffic Signal Improvements	1	LS	\$ 250,000.00	\$ 250,000.00
Total				\$ 312,865.00
TOTAL				\$ 3,880,853.00
7.5% Contingency				\$ 291,063.98
Civil Design Fees				\$ 35,000.00
GRAND TOTAL				\$ 4,206,916.98
50% of Shared Costs				\$ 2,103,458.49

(4" HMA/12" CBB or 0.44Y) * (547 SY) = 274 CY import

EXHIBIT E



Spencer J. Cox
Governor

Deidre M. Henderson
Lieutenant Governor

Ryan G. Starks
Executive Director

October 21 2024

Shawn Warnke
West Haven City Manager
Via email: shawnw@westhavencity.com

Re: Hunter Drive Realignment, Retail Facility Incentive Payments, and
Compliance with Prohibition on Retail Facility Incentives Payment Act

Dear Shawn,

The Governor's Office of Economic Opportunity (GOEO), reviewed the plans of West Haven City for the construction and realignment of Hunter Drive, in conjunction with the plans for the Walmart development. Also, West Haven City shared with GOEO the draft Public Information Infrastructure Participation Agreement between the City, Walmart and 4100 Investment LLC.

GOEO has oversight of retail facility incentive payments made under the Prohibition on Retail Facility Incentives Payment Act (Utah Code 11-41-101 *et seq.*). The Act allows retail facility incentive payments to be applied towards "Public Infrastructure" (Utah Code 11-41-102(13)) which includes public facilities such as "roadway facilities" (Utah Code 11-36a-102(17)(e)). Hunter Drive seems to fall under the definition of a roadway facility. Therefore, GOEO sees the application of retail facility incentive payments towards the Hunter Drive construction and realignment as compliant with the Act.

Thank you for your careful consideration of compliance issues, and for raising this matter with GOEO.

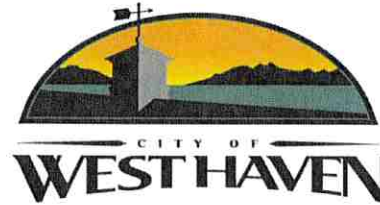
Sincerely,

Jim Grover
Managing Director of Economic Growth

C: Rob Sant, President, Urban & Main Consulting rob@urban-main.org

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: October 16, 2024



SUBJECT: Discussion and consideration of adopting an ordinance amending sections in the City Code adding an appointed position of Finance Director

Discussion and consideration of adopting a resolution approving an agreement between the City and Child Richards CPAs & Advisors, including the appointment of Amy Davies with Child Richards CPAs & Advisors to serve as Finance Director

Preface. The two addenda items listed above on the subject line are interrelated, and for this purpose, they are included in the same staff report.

Approving an Agreement between the City and Child Richards CPAs & Advisors. The City currently has a letter of engagement and flat fee arrangement with Child Richards CPAs & Advisors to provide financial services for the City and the District. The flat fee is \$5,000 per month, which has been this amount since July 2021. Several weeks ago, Ryan Child requested that the City Council consider modifying the fee arrangement. More specifically, Child Richards CPAs & Advisors stated that the flat fee arrangement has the firm in a situation where they are doing work for free, as described in more detail below.

Child Richards CPAs & Advisors' time in West Haven City and the District varies monthly, with heavy months at year-end accounting and audit preparation. The highest months are July, August, September, December, and January. Child Richards CPAs & Advisor's time input has increased for a few reasons: 1) growing City and more to cover, 2) capital project accounting, and 3) accounting standard changes such as lease standards and subscription-based information technology arrangements, implemented one year ago.

Over the past twelve months, Child Richards CPAs & Advisors stated that their billing came up to \$85,692, but the firm billed the fee of \$60,000 to the City. With a fixed fee arrangement, Child Richards CPAs & Advisors proposes a flat of \$6,250 per month, totaling \$75,000 per year between the City and District.

Amending the City Code Adding an appointed position of Finance Director. As stated above, the City has hired Child Richards CPAs & Advisors to provide financial services. The services have been specifically provided by Ryan Child, Katie Giddens, and Amy Davies. Ryan Child performs or oversees all of the statutory duties of the City Treasurer. Katie Giddens, functions as the Deputy Treasurer. Amy Davies functions as the Finance Director by overseeing the accounting function of the City, filing reports, preparing the monthly financial statements, preparing the year-end financial statements, etc. Included at the bottom of the staff report are the applicable sections from the Utah Code associated with the City Treasurer and Finance Director.

It is proposed that the City Council formalize what is being done in practice by formally creating the Finance Director position within the West Haven City Ordinance and, after that, appoint Amy Davies to this position (in the Resolution approving an agreement between the City and Child Richards CPAs & Advisors). This proposed change aims to recognize the current organizational structure within West Haven City. There is no additional cost proposed by Child Richard associated with the specific creation of the Finance Director

and the appointment of Amy Davies since, in practice, this does not change how the contract functions. The proposed cost increase noted above is attributed to the overall growth within the City and the implementation of new accounting standards.

SELECTED EXCERPTS FROM UTAH CODE FOR CITY TREASURER & FINANCE DIRECTOR

10-6-141. City treasurer -- Duties generally.

- (1) The city treasurer is custodian of all money, bonds, or other securities of the city.
- (2) The city treasurer shall:
 - (a) determine the cash requirements of the city and provide for the investment of all money by following the procedures and requirements of Title 51, Chapter 7, State Money Management Act;
 - (b) receive all public funds and money payable to the city, within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue;
 - (c) keep an accurate detailed account of all money received under Subsection (2)(b) in the manner provided in this chapter and as directed by the legislative body of the city by ordinance or resolution; and
 - (d) collect all special taxes and assessments as provided by law and ordinance.

10-6-142. City treasurer -- Receipts for payment.

The city treasurer shall give or cause to be given to every person paying money to the city treasury, a receipt or other evidence of payment therefor, specifying, as appropriate, the date of payment and upon which account paid and shall file the duplicate of the receipt, a summary report, or other evidence of payment in the office of the auditor or recorder.

10-6-143. City treasurer or deputy -- Duties with respect to issuance of checks.

The treasurer, or in his absence a deputy treasurer appointed by the governing body, shall sign all checks prepared by the auditor or recorder. Prior to affixing the signature, the treasurer or deputy treasurer shall determine that a sufficient amount is on deposit in the appropriate bank account of the city to honor the check. The governing body may also designate a person, other than the city auditor or the city recorder, to countersign checks.

10-6-157. Director of finance in certain cities and towns.

- (1) The legislative body of a city of the third, fourth, or fifth class or of a town may, by resolution or ordinance, create a director of finance position to perform the financial duties and responsibilities of the city recorder or town clerk, as the case may be, as established by this chapter.
- (2) A director of finance:
 - (a) shall be:
 - (i) a qualified person; and
 - (ii) appointed and removed by the mayor, with the advice and consent of the legislative body; and
 - (b) may not assume the duties of the city or town treasurer.
- (3) The legislative body may adopt the financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities.

ORDINANCE NO. 34-2024

**AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING SECTIONS IN
THE CITY CODE REGARDING ADDING AN APPOINTED POSITION OF
FINANCE DIRECTOR; MAKING CERTAIN AND NECESSARY LANGUAGE
CHANGES TO THE CITY CODE TO AFFECT THOSE CHANGES; AND
ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.**

Section 1. Recitals:

WHEREAS, West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with UCA § 10-3-707, the governing body of the city may revise, codify, and compile from time to time and to publish in book, pamphlet or loose leaf form all ordinances of the municipality of a general and permanent character and to make such changes, alterations, modifications, additions, and substitutions as it may deem best; and,

WHEREAS, the City Council finds that at times it is necessary to formalize what is being done in practice when it comes to positions and duties within the City organization; and,

WHEREAS, the City has had a person overseeing accounting functions in the City, including filing reports, preparing the monthly financial statements, and preparing the year-end financial statements; and

WHEREAS, the City Council wishes to formalize these duties into a finance director position that is appointed by the Mayor with the advice and consent of the City Council just like the City Treasurer; and

WHEREAS, the Utah State Code §10-6-157 allows for the City Council to create a director of finance position by ordinance to perform the financial duties and responsibilities of the city recorder; and

WHEREAS, the City Council finds that certain changes to the City Code regarding creating a finance director position should be made; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health, and welfare is at issue in this matter and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN CITY, UTAH that:

1. West Haven Code §31.35 and §31.36 shall be amended. The new language is in red and attached as Attachment "A" to this Ordinance.

The foregoing Recitals are fully incorporated herein.

Section 2. Repealer of Conflicting Enactments:

All orders, ordinances, and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with the provisions of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3. Prior Ordinances and Resolutions:

The body and substance of any prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect:

BE IT FURTHER ORDAINED this Ordinance will become effective on the 6th day of November 2024 and after publication or posting as required by law.

DATED this 6th day of November 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and Recorded

Emily Green, City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____
Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

RECORDER'S CERTIFICATION

STATE OF UTAH)
 : ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. ____-2024, entitled “AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING SECTIONS IN THE CITY CODE REGARDING ADDING THE APPOINTED POSITION OF FINANCE DIRECTOR; MAKING CERTAIN AND NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO AFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES,”** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on November 6, 2024 which appears of record in my office, with the date of posting or publication being November ____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 6th day of November 2024.

Emily Green
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 34-2024
AMENDED LANGUAGE FOR WEST HAVEN CODE §31.35 AND §31.36

DRAFT

RECORDER, FINANCE DIRECTOR, AND TREASURER

§ 31.35 APPOINTMENT.

On, or before, the first Monday in February following a municipal election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the offices of City Treasurer, Finance Director, and City Recorder.

§ 31.36 TERMS OF OFFICE.

The terms of office of the City Recorder, Finance Director, and City Treasurer shall be until the municipal election following their appointment, unless they are removed sooner by the Mayor with the concurrence of a majority of the members of the City Council. All other appointive officers shall serve at will until a successor is appointed and qualified, or as otherwise set out in this code.

Resolution No. 45-2024

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE
AGREEMENT BETWEEN THE CITY AND CHILD RICHARDS CPAS &
ADVISORS; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION;
AND FOR THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF
THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements with regarding protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, the City Council wishes to amend the Professional Services Agreement ("Agreement") that the City already has with Child Richards CPAs & Advisors ("Child Richards") to provide accounting, internal controls, and annual budget and reporting preparation services for the City and the West Haven City Special Services District; and,

WHEREAS, the City Council finds that there has been a significant increase of work for Child Richards for both the City and the District because of growth and any additional new legislative requirements for accounting and reporting; and

WHEREAS, the City Council and Child Richards have discussed amending the current agreement to account for the additional work which would increase the monthly rate paid to Child Richards; and

WHEREAS, the City Council wished to formalize certain duties that Child Richards is already performing by creating the position of Finance Director, which would be appointed by the Mayor with the advise and consent of the City Council; and

WHEREAS, the City Council has created the position of Finance Director by amending the City Code; and

WHEREAS, the City Council wishes to appoint an individual to be the Finance Director; and

WHEREAS, the City Council feels that the best way to accomplish these goals is to enter into this Agreement with Child Richards, which amends and replaces the current agreement and is attached as Attachment "A" to this Resolution; and

WHEREAS the City Council now desires to adopt this Agreement by accepting the terms thereof; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II. AGREEMENT:

1. That the Agreement between Child Richards, and the City for the specific services outlined in the Agreement, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.
2. That the Mayor appoints Amy Davies as the West Haven Finance Director, with the advice and consent of the City Council.
3. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
4. That the Mayor is authorized to sign this Resolution adopting the Agreement.

The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this

Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 6th day of November 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of November 2024.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____
Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

ATTACHMENT “A”

Ordinance 45-2024

**PROFESSIONAL SERVICES AGREEMENT WITH CHILD RICHARDS CPAS &
ADVISORS**

October 9, 2024

West Haven City and
West Haven Special Service District:

We are pleased to provide services for the City and District with accounting, internal controls, and annual budget and reporting preparation. Ryan Child will be the individual charged with serving as Treasurer and Amy Davies will perform the functions of Finance Director. However, all the firm's resources will be available to the governments and the firm of Child Richards CPAs and Advisors will be able to allocate/assign duties in order to cover the responsibilities in a timely and efficient manner.

The scope of services to be performed for the City, separated by duties of the Finance Director and Treasurer, include the following:

Finance Director Duties

- 1) Reconcile all bank statements and maintain adequate balances in all accounts.
- 2) Prepare monthly financial statements for the governing boards.
- 3) Provide insight into possible improvements in controls, efficiencies, or compliance related matters.
- 4) Prepare and upload the annual impact fee report to the State Auditors' Office.
- 5) Prepare annual financial report including statements, reconciliations, note disclosures and Management Discussion and Analysis.
- 6) Prepare and monitor annual budgets and assist with budget amendments throughout the year.
- 7) Assist with accounting software.
- 8) Provide occasional presentations on understanding the information provided in financial statements to the governing body.
- 9) Calculate storm drain and sanitation fees due from the District to the City, prepare monthly invoice, and reconcile balances due to and from both entities.
- 10) Prepare and maintain fixed asset schedules, record estimated depreciation, and evaluate expenditures that meet capitalization criteria
- 11) Prepare and maintain equity reserve schedules to calculate restricted fund balances.
- 12) Monitor monthly expenditures as compared to budgets to date and propose adjusting entries as needed for proper classification.

Treasurer Duties

- 1) Prepare any necessary tax documents at year end including W2s of the board members and 1099s of the City.
- 2) Prepare and upload the semi-annual deposit and investment form for the Utah Money Management Act.
- 3) Assist the governments with the state transparency reporting requirements.
- 4) Review invoices and documentation of disbursements including signing of checks.
- 5) Review payroll reports and tax returns as prepared by payroll processing firm.
- 6) Monitors cash balances to ensure sufficient funds are on hand to meet the City's needs, and performs bank transfers as necessary
- 7) Evaluates banking and investment options to maximize investment returns while complying with the Utah Money Management Act
- 8) The treasurer will oversee, assist, and fill in for the duties of the finance director as deemed appropriate in the circumstances.

ROYCE J. RICHARDS, J.D., CPA | RYAN R. CHILD, CPA

Finance/Treasurer Joint Duties

- 1) Prepare memos or other meaningful documents to assist in the understanding of the financial related matters of the governments.
- 2) Assistance in complying with governmental accounting standards including all related GASB pronouncements and state compliance related issues.
- 3) Provide assistance in working with the Independent Auditor, bond financial advisors, bank officers and other professional consultants.
- 4) Other financial and accounting issues as requested by the Mayor and City Council.
- 5) Provide assistance on the creation and modifications of a capital budgeting plan over several years in coordination with city management, engineers, and the Mayor and City Council.

The scope of services to be performed for the District, separated by duties of the Finance Director and Treasurer, include the following:

Finance Director Duties

- 1) Reconcile all bank statements and maintain adequate balances in all accounts.
- 2) Prepare monthly financial statements for the governing board.
- 3) Provide insight into possible improvements in controls, efficiencies, or compliance related matters.
- 4) Prepare and upload the annual impact fee report to the State Auditors' Office.
- 5) Preparation of the annual financial report including statements, reconciliations, note disclosures and Management Discussion and Analysis.
- 6) Preparation and monitoring of annual budgets.
- 7) Assistance with accounting software.
- 8) Other financial and accounting issues as requested by the Board of Directors.
- 9) Prepare and maintain fixed asset schedules and evaluate expenditures that meet capitalization criteria
- 10) Calculate storm drain and sanitation fees due from the District to the City, prepare monthly invoice, and reconcile balances due to and from both entities.
- 11) Monitor monthly expenditures as compared to budgets to date and propose adjusting entries as needed for proper classification.

Treasurer Duties

- 1) Prepare any necessary tax documents at year end including W2s of the board members and 1099s of the District.
- 2) Prepare and upload the semi-annual deposit and investment form for the Utah Money Management Act.
- 3) Assist the governments with the state transparency reporting requirements.
- 4) Monitors cash balances to ensure sufficient funds are on hand to meet the City's needs, and performs bank transfers as necessary
- 5) Evaluates banking and investment options to maximize investment returns while complying with the Utah Money Management Act

Finance/Treasurer Joint Duties

- 1) Prepare memos or other meaningful documents to assist in the understanding of the financial related matters of the governments.
- 2) Assistance in complying with governmental accounting standards including all related GASB pronouncements and state compliance related issues.
- 3) Provide assistance in working with the Independent Auditor, bond financial advisors, bank officers and other professional consultants.

Fees for these services will begin for October’s services in 2024 and will be billed at \$6,250 per month in total for the City and District combined with an annual cost of living adjustment (COLA) equivalent to the COLA given to City employees at the beginning of each budget year. The COLA adjusted fee will begin for July’s services of each year the COLA is adopted through budgetary process. The monthly fee may be billed in one combined bill or separated between the City and District at a proportionate share of 85% and 15% respectively. The combined or separate billing may be determined by the City and District or modified on an ongoing basis.

If the above items agree with your understanding, please acknowledge accordingly.

Thank you for the opportunity to serve.

Child, Richards CPAs & Advisors

RESPONSE:

This letter correctly sets forth the understanding of West Haven City and West Haven Special Service District.

Mayor signature: _____

Date: _____

Board chair signature: _____

Date: _____

Request: To rezone 5.02 acres of property from A-1 to R-2.5
Property Address: Parcel # 08-028-0026
Property Zone: A-1(Agriculture)
Property Size: 5.02 acres
Applicant: Stokes Farms / Tyson Egbert

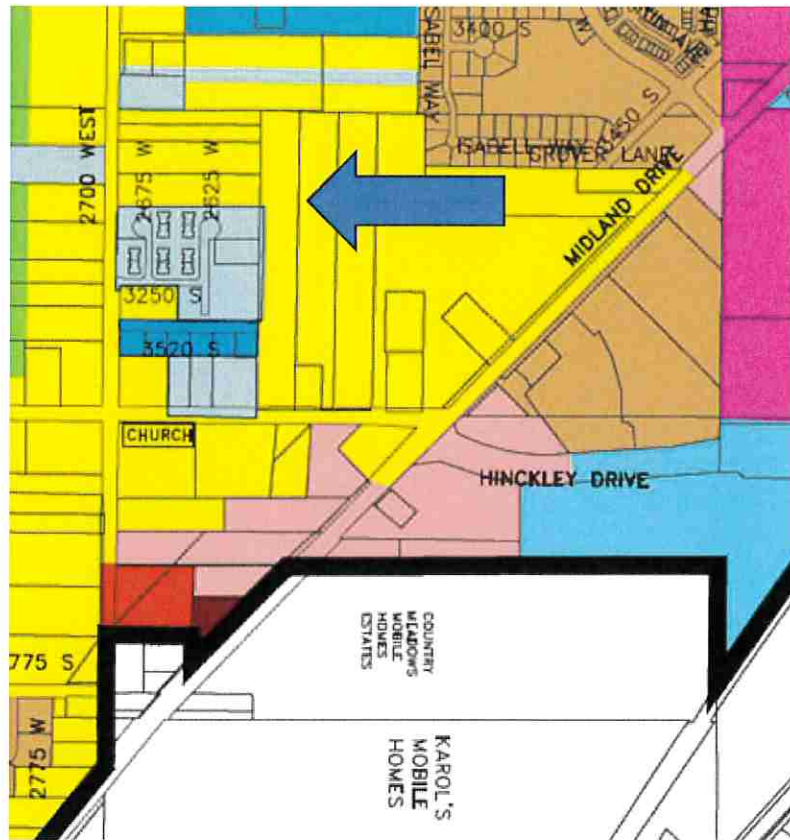
Governing Document(s):	WHC General Plan
Decision Type:	Legislative Recommendation
Staff Recommendation:	Recommend <i>denial</i> to the Council
Planning Commission	
Action:	October 9, 2024 – Planning Commission recommended denial of the petition.

Background

The applicants own 5.02 acres of property (the property is highlighted in red). The applicants have filed an application with the city to rezone Parcel from A-1 to R-2.5 The goal is to develop 10 lots under R-2.5 (See Attached Concept Plan).

The Planning Commission held a public hearing on the 9th of October, regarding this petition.

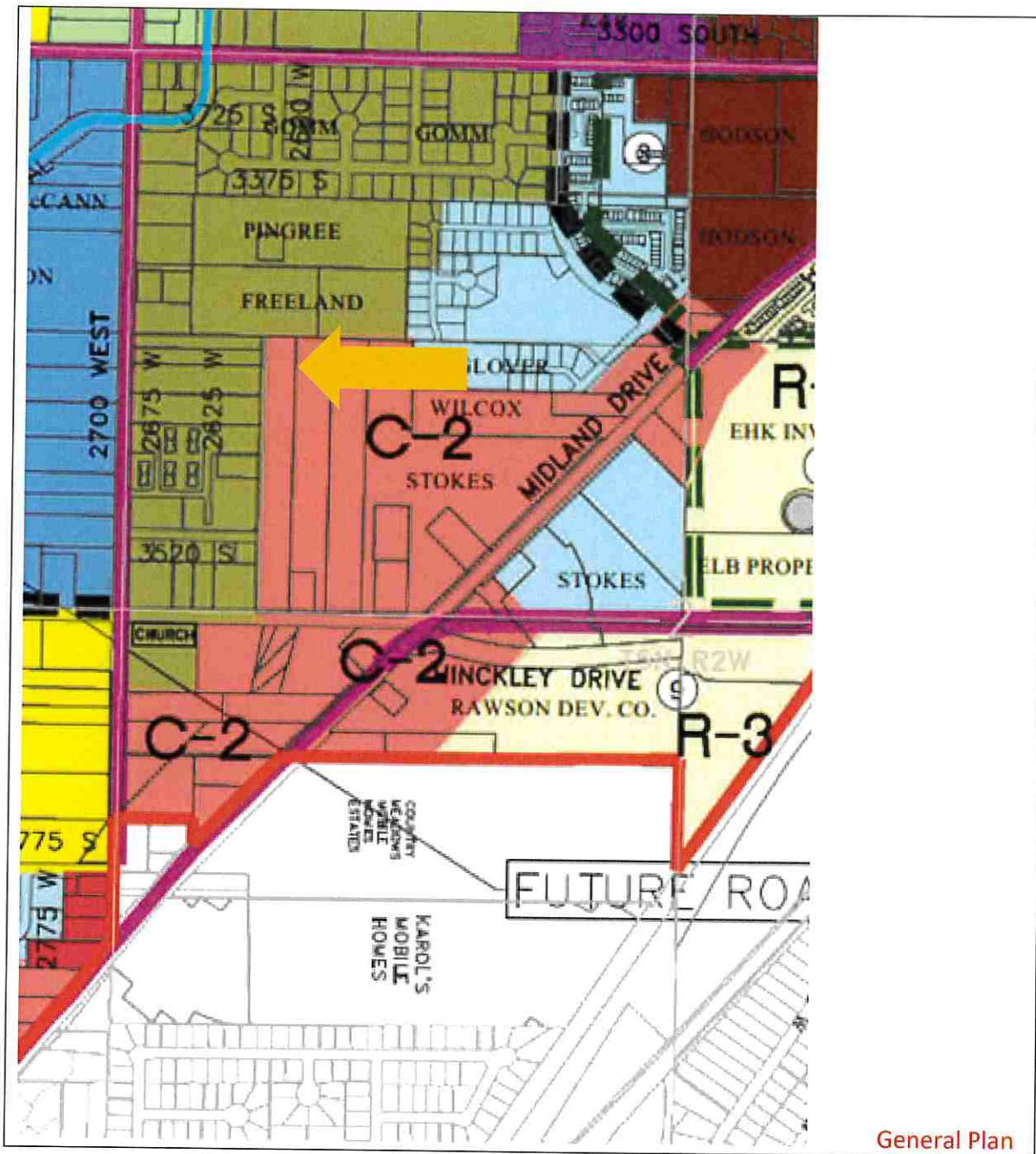




Current Zoning

Planning Commission /Staff Findings

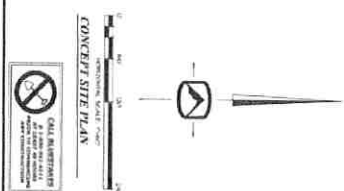
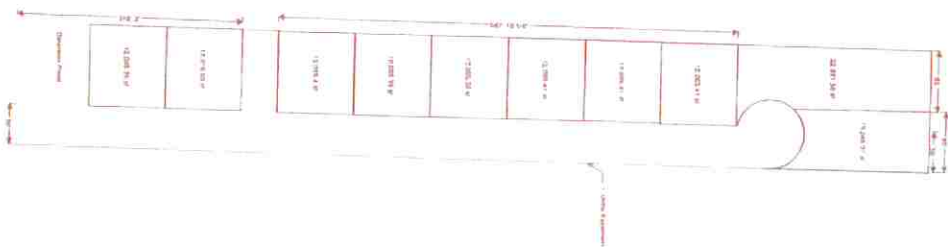
This property is adjoining to R-2 zoning to the west and A-1 to the east. The current West Haven General Plan shows the property as C-2. Based on the surrounding uses and the General Plan reference to Commercial, the proposal is not consistent with the land use map and goals of the General Plan



The application is not consistent with the future land use and zoning contained in the General Plan. Property is shown as C-2 above. In order to process a rezone of this nature, the petitioner should submit a General Plan map change application.

2560 W 3000 S, WEST HAVEN UT 844010474

Received 17 June 2012; accepted 17 July 2012; first published online 12 September 2012



SUMMIT HOME BUILDERS
APPROX. 2600 WEST 3600 SOUTH
WEST HAVEN, UT

SILVERPEAK
ENGINEERING

177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054

STRUCTURAL CIVIL SURVEY WWW.SEVENEERING.COM

[illegible]

ORDINANCE NO. 35-2024

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING CERTAIN PROPERTY WITHIN THE CITY FROM A-1 TO R-2.5, AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a proposed zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the full text of the zoning ordinance and its associated and related maps, representing the commission's recommendations for zoning all or any part of the area within the municipality have been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that the City Council lawfully adopted the zoning ordinance as proposed with all later amendments thereto; and,

WHEREAS, the City Council finds that Utah Code ("UC") §10-9a-503 provides that the legislative body may amend the number, shape, boundaries, or area of any zoning district; any regulation of or within the zoning district; or any other provision of the zoning ordinance; and,

WHEREAS, the City Council finds that the City Council may make no amendment to the City's zoning ordinance or zoning maps unless the amendment was proposed by the planning commission or is first submitted to the planning commission for its approval, disapproval, or recommendations; and,

WHEREAS, the City Council finds that West Haven City desires to comply with the procedure specified in UC §10-9a-502 in preparing and adopting an amendment to the zoning ordinance or the zoning map; and,

WHEREAS, upon petition to the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to change the existing zone of certain property from A-1 to R-2.5 under the Ordinances of the City; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH that the City Zoning Ordinance is changed and amended as follows:

Zoning Changes:

These described lands and premises within the boundaries of the City are re-zoned from A-1 to R-2.5 and the Zoning Map amended so to indicate:

Owners: Stokes Farm LLC

Parcel #080280026

Total Acreage: Approx. 5.02 Acres

Description:

PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 655 FEET EAST FROM THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF NORTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 140 FEET; THENCE RUNNING ALONG THE WEST LINE OF THE DRAIN DITCH SOUTHERLY A DISTANCE OF 1180 FEET TO THE SOUTHLINE OF SAID QUARTER SECTION; THENCE EAST 170 FEET TO A POINT 825 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 1320 FEET; THENCE WEST 170 FEET TO THE PLACE OF BEGINNING.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or be invalid, inoperative, or unenforceable, such reason will render no other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 6th day of November 2024 and after publication or posting as required by law.

DATED this 6th day of November 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

Mayor Rob Vanderwood	Yes	_____	No	_____
Councilmember Carrie Call	Yes	_____	No	_____
Councilmember Kim Dixon	Yes	_____	No	_____
Councilmember Nina Morse	Yes	_____	No	_____
Councilmember Ryan Saunders	Yes	_____	No	_____
Councilmember Ryan Swapp	Yes	_____	No	_____

RECORDER'S CERTIFICATION

STATE OF UTAH)
 : ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. ____-2024, entitled “AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING CERTAIN PROPERTY WITHIN THE CITY FROM A-1 TO R-2.5, AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.” adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on November 6, 2024 which appears of record in my office, with the date of posting or publication being November 6, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this _____ day of November 2024.

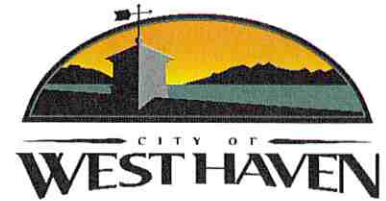
Emily Green
City Recorder

(city seal)

City Council Staff Review Memo

October 21, 2024

Amy Hugie, Interim City Planner/City Attorney



ROAD VACATION OF HUNTER DRIVE

Request: Approve the road vacation of Hunter Drive
Property Address: 4275 South Midland Drive (Parcel# 084750025, 084750010, 084750011)
Property Zone: Commercial C-3
Property Size: 67.159 acres total
Applicant: Walmart Inc (Agent: Galloway & Company)
Governing Document(s): Utah Code §10-9a-609.5

Background

This staff report is for an application to vacate Hunter Drive. The application was submitted by Galloway on behalf of Walmart. However, both Walmart and 4100 Investment (the adjoining landowners to Hunter Drive) both signed the application. The applicant proposed the vacation of Hunter Drive to change the alignment of the road so that Walmart could build a bigger building. On February 28, 2024, a public hearing was held at the Planning Commission level. There was no public comment at that time. The matter was then tabled by the Planning Commission so that more information could be gathered by the City regarding whether Hunter Drive should be rededicated as a public road or whether it should be a private road. On August 28, 2024, the matter was brought back to Planning Commission. The Planning Commission voted to recommend to the City Council to vacate Hunter Drive on the condition that Hunter Drive be rededicated as a public road. All lots are compliant with the requirements of the commercial zone.

Analysis

Under Utah Code §10-9a-609.5, a legislative body shall determine whether good cause exists for the vacation and whether the public interest or any person will be materially injured by the proposed vacation. Regarding this application, good cause does exist to vacate the road. The applicants wish to vacate the road, relocate the road, and then rededicate it so that Walmart can build a bigger building. The bigger building would contribute financially to the City. As for the other factor, no person or public interest will be materially injured by the proposed vacation because of the intent to relocate the road. The two property owners adjoining each side of the road are the applicants and so would not be harmed but would benefit from the vacation and then relocation.

Staff Recommendation

Based on the above compliance with all relevant Utah Codes, it is Staff's position that the City Council grant the road vacation of Hunter Drive.

ORDINANCE NO. 36-2024

**AN ORDINANCE OF WEST HAVEN CITY, UTAH, VACATING
HUNTER DRIVE WITHIN WEST HAVEN CITY AND
ESTABLISHING AN EFFECTIVE DATE.**

SECTION I - RECITALS

WHEREAS, the City of West Haven City ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, in conformance with Utah Code §10-3-717, the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, in conformance with Utah Code §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that in conformance with Utah Code §10-9a-609.5, the City Council may enact an ordinance declaring a street, alley, or a part of a street or alley or utility easement is vacated; and,

WHEREAS, a petition to vacate Hunter Drive as a public road was submitted by the two adjoining landowners so that the road could then be relocated to a different location and then rededicated as a public road; and

WHEREAS, the appropriate notice has been provided regarding the petition to vacate along with notice of a public hearing to be held at the Planning Commission; and

WHEREAS, on February 28, 2024, a public hearing was held by the Planning Commission regarding the petition to vacate Hunter Drive with no comments being received from the public; and

WHEREAS, on August 28, 2024, the Planning Commission voted to recommend vacating Hunter Drive on the condition that Hunter Drive was rededicated as a public road; and

WHEREAS, the City Council finds, and has determined, in conformance with Utah Code §10-9a-609.5, that: there is good cause for the vacating the rights of way described; that vacating these rights of way will not be detrimental to the public interest; and, that the public interest or any person will not be materially injured by the proposed vacation; and

WHEREAS, the City Council finds that in conformance with Utah Code §10-9a-609.5, that notice of the intention of the City Council to vacate the rights of way described has been given as provided in the UC §10-9a-609.5, or other applicable statute or requirement; and,

WHEREAS, the City Council finds that in conformance with Utah Code §10-9a-609.5, that intention of the governing body of the City to vacate the rights of way described, and the notice required for action on such question has been properly published as required preceding the action; and,

WHEREAS, the City finds that certain exigencies of city governmental operations require these actions be taken;

SECTION II – RIGHTS OF WAY VACATED

Now Therefore, Be It Ordained By The City Council Of West Haven City That The Portions Of Unused Rights Of Way Of Hunter Drive, And More Particularly Described In **Attachment “A”** Should Be And The Same Are Hereby Vacated And Abandoned Subject Only To The Exceptions As Otherwise Provided Therein.

That the foregoing recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative, or unenforceable such reason shall not render any other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 6th day of November 2024, and after publication or posting as required by law.

DATED this 6th day of November 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____
Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

RECORDER'S CERTIFICATION

STATE OF UTAH)
 : ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. ____-2024, entitled “AN ORDINANCE OF WEST HAVEN CITY, UTAH, VACATING HUNTER DRIVE WITHIN WEST HAVEN CITY AND ESTABLISHING AN EFFECTIVE DATE,”** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on November ___, 2024 which appears of record in my office, with the date of posting or publication being November ___, 2024.

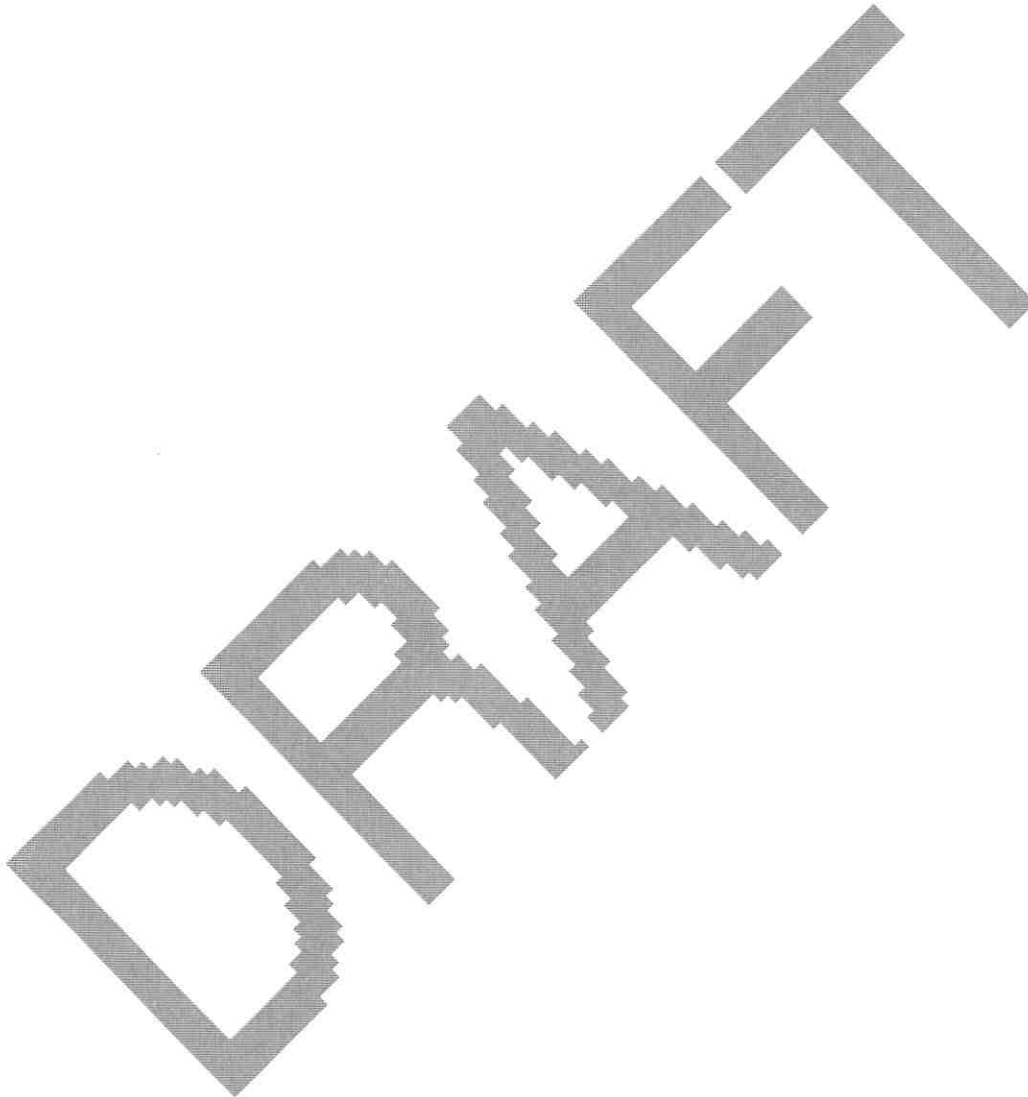
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of November 2024.

Emily Green
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 36-2024

Legal Description of Hunter Drive – Property to be Vacated



REVIEW

10/21/2024

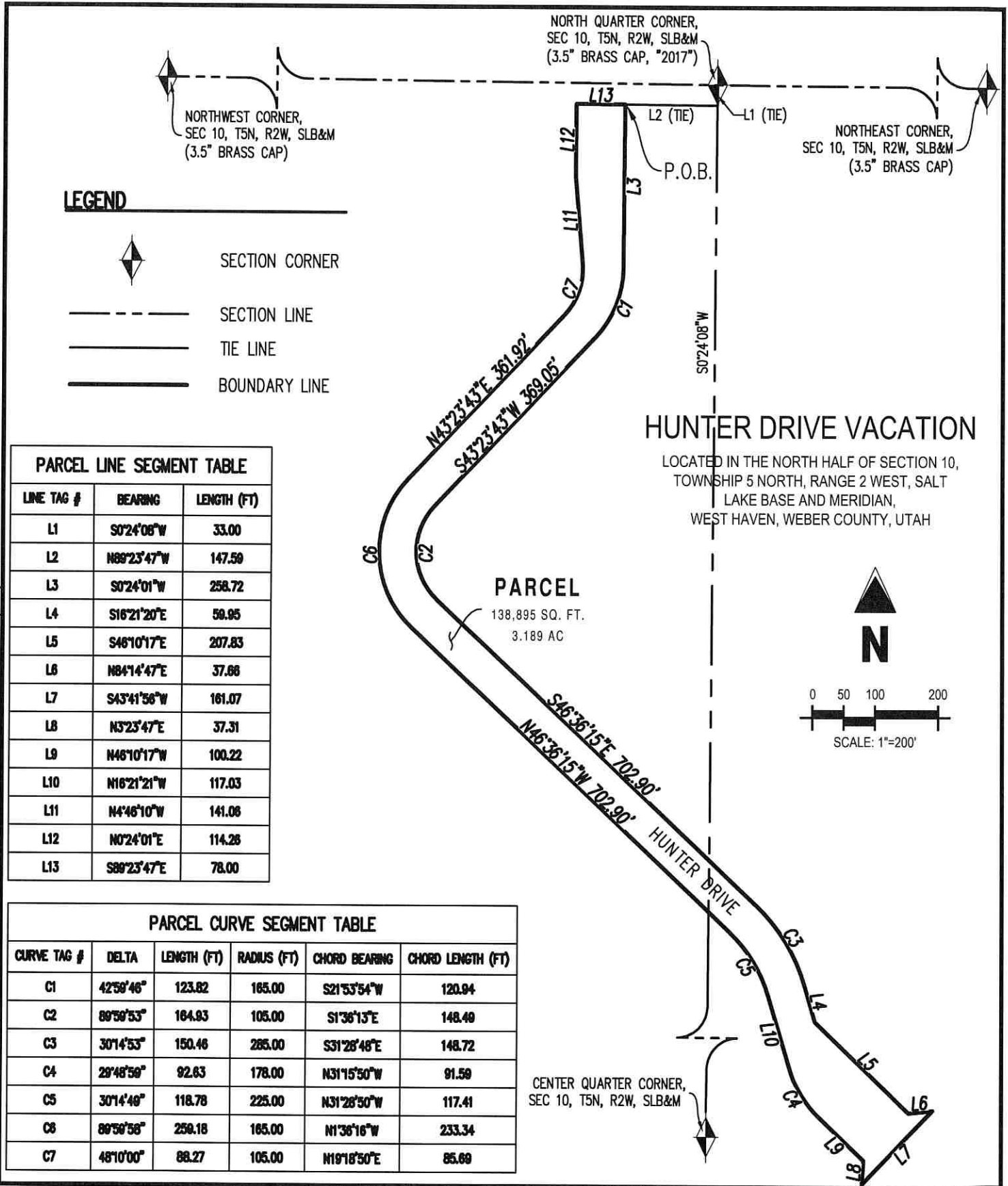
HUNTER DRIVE ROAD VACATION

A PARCEL OF GROUND KNOWN AS HUNTER DRIVE, A ROAD RIGHT OF WAY DEDICATED JANUARY 11, 2007 BY THE FILING OF THE WEST HAVEN WAL-MART SUB (ENTRY NO. 2234801, BOOK 65, PAGE 32), BEING A PART OF THE NORTH HALF OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST HAVEN CITY, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EASTERLY CORNER OF SAID HUNTER DRIVE, SAID POINT BEING 33.00 FEET SOUTH 00°24'08" WEST ALONG THE QUARTER SECTION LINE AND 147.59 FEET NORTH 89°23'47" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 10; RUNNING THENCE SOUTH 0°24'01" WEST, 258.72 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°59'46" AN ARC DISTANCE OF 123.82 FEET (CHORD BEARS SOUTH 21°53'54" WEST, 120.94 FEET); THENCE SOUTH 43°23'43" WEST, 369.05 FEET TO THE BEGINNING OF A 105.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'53" AN ARC DISTANCE OF 164.93 FEET (CHORD BEARS SOUTH 1°36'13" EAST, 148.49 FEET); THENCE SOUTH 46°36'15" EAST, 702.90 FEET TO THE BEGINNING OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'53" AN ARC DISTANCE OF 150.46 FEET (CHORD BEARS SOUTH 31°28'48" EAST, 148.72 FEET); THENCE SOUTH 16°21'20" EAST, 59.95; THENCE SOUTH 46°10'17" EAST, 207.83 FEET; THENCE NORTH 84°14'47" EAST, 37.66 FEET; THENCE SOUTH 43°41'56" WEST, 161.07 FEET; THENCE NORTH 3°23'47" EAST, 37.31 FEET; THENCE NORTH 46°10'17" WEST, 100.22 FEET TO THE BEGINNING OF A 178.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°48'59" AN ARC DISTANCE OF 92.63 FEET (CHORD BEARS NORTH 31°15'50" WEST, 91.59 FEET); THENCE NORTH 16°21'21" WEST, 117.03 FEET TO THE BEGINNING OF A 225.00 RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49" AN ARC DISTANCE OF 118.78 FEET (CHORD BEARS NORTH 31°28'50" WEST, 117.41 FEET); THENCE NORTH 46°36'15" WEST, 702.90 FEET TO THE BEGINNING OF A 165.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'58" AN ARC DISTANCE OF 259.18 FEET (CHORD BEARS NORTH 1°36'16" WEST, 233.34 FEET); THENCE NORTH 43°23'43" EAST, 361.92 FEET TO THE BEGINNING OF A 105.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°10'00" AN ARC DISTANCE OF 88.27 FEET (CHORD BEARS NORTH 19°18'50" EAST, 85.69 FEET); THENCE NORTH 4°46'10" WEST, 141.06 FEET; THENCE NORTH 0°24'01" EAST, 114.26 FEET; THENCE SOUTH 89°23'47" EAST, 78.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 138,895 SQ. FT., OR 3.189 ACRES MORE OR LESS

H:\W\Walmart\UT - West Haven - WMT004349.01 - Midland Dr & 4275 SUGS\1-CADD\Hbl\WMT004349.01 - HUNTER DRIVE VACATION.dwg - Greg Shumaker - 12/7/2023



HUNTER DRIVE VACATION
WAL-MART
WEST HAVEN, UT

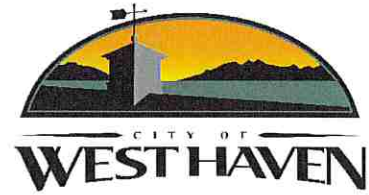
PARCEL EXHIBIT

Project No: WMT004349.10
Drawn By: GJS
Checked By: TWO
Date: 12/07/2023

Galloway
1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
GallowayUS.com

Planning Commission Staff Review Memo

October 31, 2024



PRELIMINARY SITE PLAN APPROVAL

Request:	Recommend preliminary site plan approval for a retail store and fuel center (Walmart)
Property Address:	4275 South Midland Drive (Parcel# 084750025, 084750010, 084750011)
Property Zone:	Commercial C-3
Property Size:	67.159 acres total, 20 acres for the building
Applicant:	Walmart Inc (Agent: Galloway & Company)
Governing Document(s):	WHZC 157.290-294; 157.630-640; 157.730-737
Decision Type:	Administrative
Staff Recommendation:	See comments under "Staff Review"

Background

This staff report is for an application for a retail store and fuel center (Walmart). Galloway has met with city staff about requirements/ feedback and is here to present the road vacation of Hunter Drive, amended commercial subdivision, and proposed site plan. Originally, the West Haven Wal-Mart Subdivision was recorded in December of 2006 and is now being amended to show 6 lots and the new alignment of Hunter Drive. Below is the staff review of the submitted site plan. Currently, the site plan application is for both the Walmart store and the adjacent Fueling Station. As the application proceeds forward, it is recommended that the sites be considered separately for final approval.

The Planning commission considered this application on August 28, 2024. The Planning Commission recommended approval of the preliminary site plan.

Staff Review

Staff's review of the proposed site plan as it pertains to the requirements of the West Haven Zoning Code are as follows:

	C-3 Requirement	Retail Store Site Plan	Fuel Station	Compliant?
Building height				
Maximum	None	25'-4"	16'-3"	Y
Minimum	1 story	1 story	1 story	Y
Max lot coverage	60% by buildings (main & accessory)	24.34%	2.69%	Y
Minimum lot area	None	18.678 acres	1.194 acres	Y
Min lot width	None	878.22'	256.52'	Y
Min yard setbacks				
Front	15 ft.	445'	166.64'	Y
Rear	10 ft. where building rears on a residential zone	61.67'	22.58'	Y
Side	10 ft. when adjacent to residential	145.57'	101.25'	Y
Side, adj. to street	15 ft.	104.43'	80.72'	Y

§157.630 Parking Regulations

Our commercial parking regulations do not provide a specific requirement for fuel stations. 157.632 provides that when a use is not listed above, the Planning Commission should determine which use is most similar to the proposed use and then impose a similar requirement. The closest use is "retail goods and/or services" which requires 1 space per 250 square feet GFA.

The site plan proposes to have 988 spaces for the retail store and 10 spaces for the fuel station. The proposed building area is 170,955 square feet and the future MFC building area is 27, 000 square feet resulting in 197,955 square feet. The site would require 792 parking spaces minimum and the plan is currently showing 988 spaces, so they comply. The fueling station is 1,440 square feet which would require that area to have at least 6 spaces.

§157.730 Design Review

The requirements of this chapter and the project proposal/compliance are below. Please note that only those sections which are applicable are included. There may be portions of 157.733 which do not apply to this site plan, owing to the location of buildings, no applicable development agreement or location of landscaping, among other factors.

§ 157.733 Standards Of Review

(A) Traffic safety and circulation.

(1) Does the site plan comply with the West Haven City Engineering Design Standards and Specifications related to traffic ingress, egress and internal circulation? ***At the preliminary level, the site plan complies. There will be access to 4000 S and Midland Drive via Hunter Drive.***

(B) Parking. Does the site plan comply with city ordinances regarding design, location and number of parking stalls required? ***See previous comments regarding parking. All parking shown is in compliance.***

(C) Signage. Does the proposed signage meet the requirements of the city sign ordinance?

(L) (1) Monument signs are permitted for any non-residential lot with a minimum of 30 feet of street frontage. Maximum height includes the height of the base, which shall be a minimum of one foot, and maximum width includes any frame or support structure.

(2) Parcels with two or more street frontages are permitted one sign per frontage; provided that such signs can be placed a minimum of 100 feet from each other, measured diagonally across the property.

(3) When more than one monument sign is permitted, they shall be placed a minimum of 300 feet apart.

(4) Monument signs may be used to advertise the entrance into a subdivision, and shall be subject to the same regulations as commercial monument signs. Regardless of use, monument signs shall be incorporated into a landscaped design or planter box.

(5) Signs shall be set back from any adjacent property line one foot for each foot of sign height, including any base or supporting structure.

(6) Monument signs shall include the numeric street address of the property upon which it is located. The numbers shall be between nine inches and 15 inches in height.

(7) Monument signs shall be setback a minimum of five feet from any right-of-way line.

(J) (1) Subject to the regulations contained in this section, pole signs shall be allowed in commercial/manufacturing zones in the following areas:

(a) 4000 South, east of the canal located at approximately 3200 West;

(b) Commercial and manufacturing zoned properties located within 250 feet of the edge of the right of way of the following properties:

1. Wilson Lane;
2. 2100 South;
3. 1900 West;
4. Midland Drive;
5. Interstate 15.

(c) Pole signs are prohibited in areas not listed above.

(3) **Pole signs shall be set back from any adjoining property line one foot for each foot of the sign's height, including any supporting structures.**

(5) Pole signs shall be incorporated into a landscaped design or planter box.

(6) No sign may be higher than 25 feet high, as measured from the crown of the road to the highest point of the sign.

(7) No pole sign shall exceed 80 square feet.

(8) No sign may extend over a pedestrian or vehicular access area.

(9) When more than one pole sign is permitted, they shall be placed a minimum of 300 feet apart.

The plans show a sign for each lot. The monument sign for the fuel station complies with the height and setback requirements, but will need to have the address added onto the sign.

Currently we do not have a section in our sign ordinance that talks about multi-tenant signs, but since it is a free-standing sign, I am using the height and setback requirements for a pole sign.

All signs will be checked when the applicant submits for a building permit for each sign including wall signs.

(D) Landscaping.

(1) The following landscaping shall be provided in each project subject to the provisions of this subchapter:

(a) Front yard. Landscaping shall be required along the entire frontage of the lot, except for the frontage required for ingress/egress. Said landscaping shall be a minimum of 15 feet deep, calculated from the property line.

(b) Side/rear yards. There shall be a minimum of five feet of landscaping between parking areas and side or rear property lines (except between commercial uses where said landscaping is not visible from areas of public access) and a minimum of five feet of landscaping between an access driveway and a side or rear property line unless said driveway is to be used for common access by an adjacent lot. ***The dimensions of the landscaping are compliant with the requirements for landscaping for both the main retail store and the fuel station.***

(c) *Parking area landscaping. Landscaping within all parking and driveway areas shall comprise a minimum 5% of the total square footage of those areas and shall be placed within those parking areas to break up the mass of asphalt.*

There is landscaping shown at the ends of the parking area for the main retail store and the fuel station has landscaping surrounding the parking area.

(4) Landscape plans shall include a minimum of three items from the following list:

(a) Trees;

(b) Decorative rock and boulders (gravel and pea gravel are not permitted);

(c) Shrubs;

(d) Groundcover; and

(e) Grass (artificial or other).

The project will have trees, decorative rock and boulders, shrubs and grasses. This requirement has been satisfied.

(E) Building/site layout.

(1) All buildings shall be designed with breaks in the facade. This may be accomplished through a change in building materials, actual breaks in the facade, a mix of roofline projections. ***The building is compliant with these requirements. There are breaks in the façade which area accomplished by varying building heights and change in materials.***

(F) Engineering standards. Does the site plan comply with the West Haven City Engineering Design Standards and Specifications related to utility easements, drainage and other engineering requirements? ***On a preliminary level, staff is satisfied with the proposed infrastructure for these facilities. Prior to final approval and the release of building permits, the applicant will be required to receive staff's formal approval (done through signature/stamp on plans) of the engineering design.***

§ 157.734 DESIGN REQUIREMENTS.

Design approval may include such other conditions consistent with the considerations of this subchapter as the Commission or Planning Director deem reasonable and necessary under the circumstances to carry out the intent of this subchapter.

(A) Building materials. New buildings shall be designed and constructed to meet the following criteria.

(1) Building exteriors shall be designed and constructed with primary and secondary building materials from the list of building materials in division (C) below.

(2) The front elevation, as well as any other elevation which faces the street shall be constructed of a minimum of 60% primary materials, with a maximum of 40% secondary materials.

(3) Windows and doors shall be excluded from the calculation of exterior building material requirements. Non-functioning, decorative only windows may be included in the calculation of building materials.

(4) A maximum of six colors for the primary materials may be permitted.

(5) Secondary materials shall be of a complementary hue and shade to primary building materials. A maximum of four accent colors may be allowed for secondary materials.

(6) A minimum of 15% of the front elevation, as well as any side or rear elevation which faces the street or major corridor, shall consist of upgraded architectural features as defined in division (C) below. See division (B) below for those streets which constitute major corridors.

(7) Non-primary elevations which do not face the street or major corridor shall consist of at least 5% upgraded architectural features as defined in division (C) below. See division (B) below for those streets which constitute major corridors.

Both the fuel station and the primary store have shown appropriate building material percentages and it checks out with city code.

Potential Detrimental Impacts

As is common with commercial projects adjacent to a residential use, the concerns that have not already been addressed in this staff report are noise and lighting.

Noise: We have nuisance ordinances in place which govern noise, so any issues which may arise regarding noise complaints will be handled through the City's code enforcement department.

Those noise standards may be found in WHC §90.22. That section of code sets noise standards based on the time of day, proximity to residential areas, and use of the land.

Lighting: Similar to noise, the city has ordinances in place governing lighting and light pollution. That can be found in WHZC 157.775-785. It sets in place standards for commercial lighting, including a required reduction in output, requirements that light be shielded/directed downwards so as not to trespass on adjoining properties. The Developer has provided the city with graphics of their proposed lighting fixtures, all of which seem to satisfy these requirements. The code has a mechanism in place for enforcement under the nuisance ordinance.

Additional Comments

The site still needs to be annexed into the Central Weber Sewer District but, it is being resolved. Staff does not think this is a cause for delay.

Planning Commission Action

The Planning Commission recommended preliminary site plan approval to the City Council for the property located at 4275 S Midland Drive parcel 084750025, 084750010, and 084750011 based on the condition that the city approves the vacation of Hunter Drive, and that Hunter Drive is dedicated as a public roadway.

Staff Recommendation

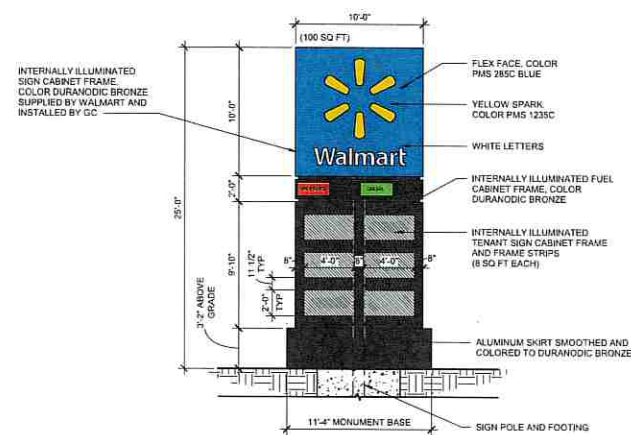
Based on the above compliance with all relevant City codes, **Staff Recommendation is to approve the preliminary site plan with the following conditions:**

1. **The project be annexed into the Central Weber Sewer District.**
2. **The final site plan for the retail store and the fueling station be submitted as separate applications.**

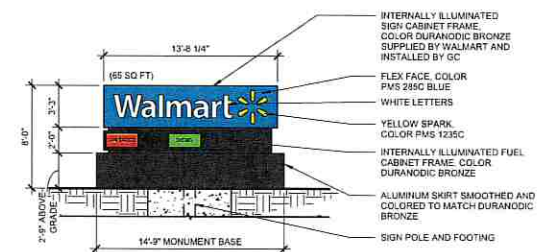
[illegible]

1. 二、三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百	171
--	-----

NOT FOR
CONSTRUCTION



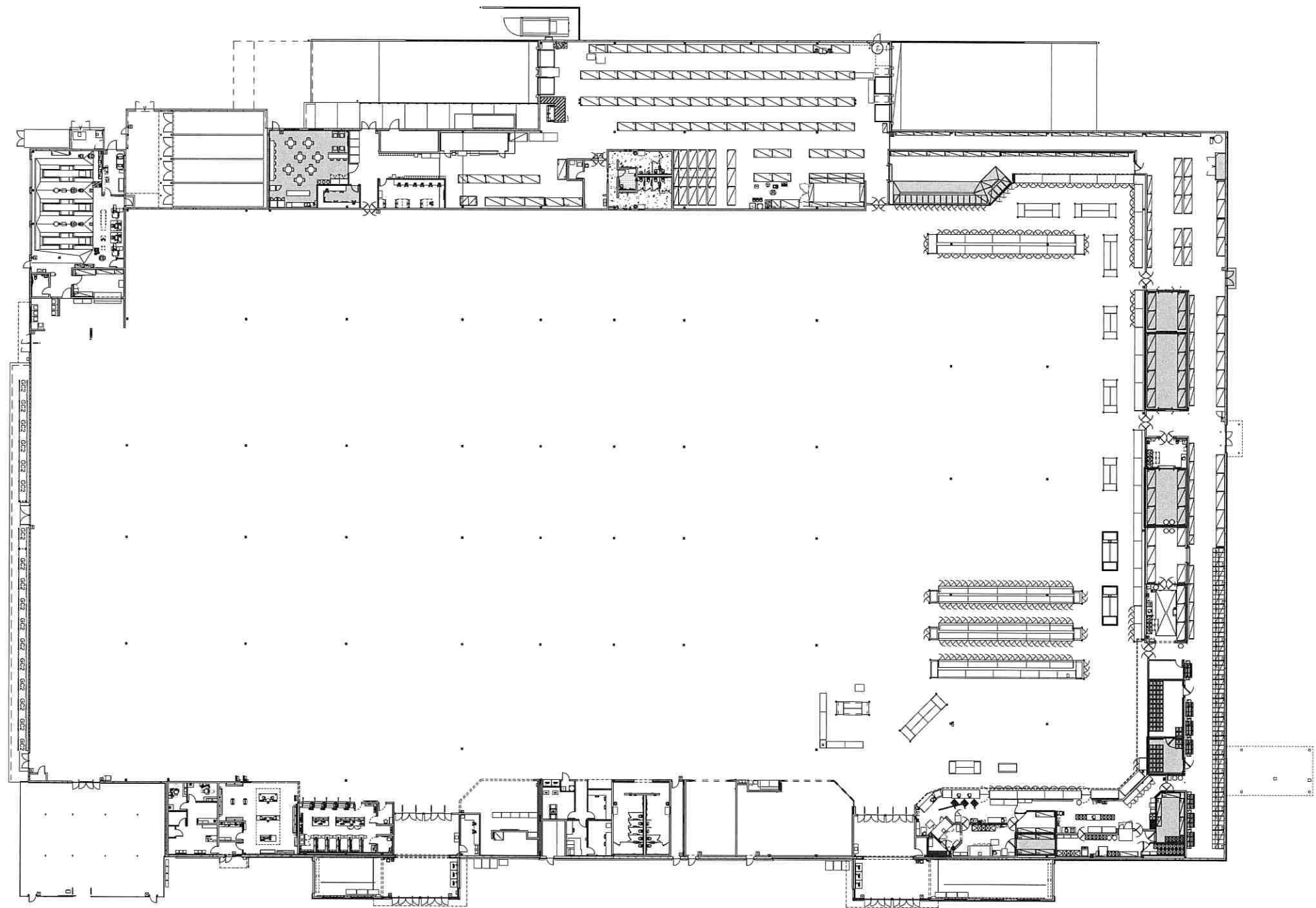
2 MULTI-TENANT FREE-STANDING SIGN
3/16" = 1'-0"



1 MONUMENT SIGN WITH FUEL
3/16" = 1'-0"

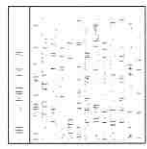
SITE SIGNAGE

BD1



1 FLOOR PLAN
1" = 20'-0"

Galloway
1500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.750.8800
www.galloway.com



brr
ARCHITECT OF RECORD:
BRR ARCHITECTURE, INC.
8015 WILSON AVENUE
OVERLAND PARK, KS 66204
www.brrarch.com
TEL: 913-352-8800
FAX: 913-352-8844

Walmart*
WEST HAVEN, UT
4225 S. 500th St. (at 10th St.)
5000 E. KIMBLE AVE
JOB NUMBER: 14706-110-20 PROJECT: 111

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 11/11/14	BY: JLM
DATE: 11/11/14	BY: JLM
DATE: 11/11/14	BY: JLM
DATE: 11/11/14	BY: JLM

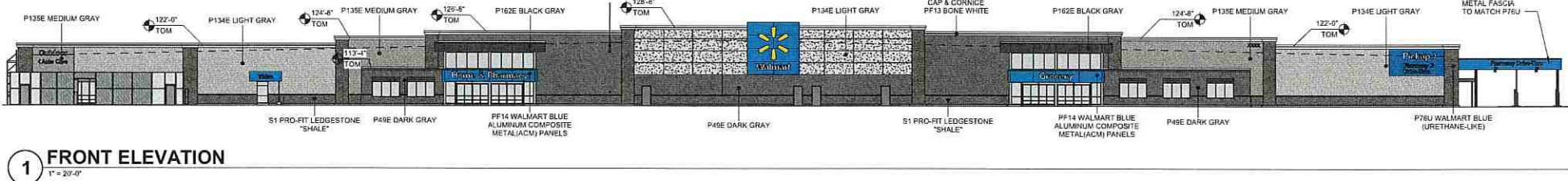
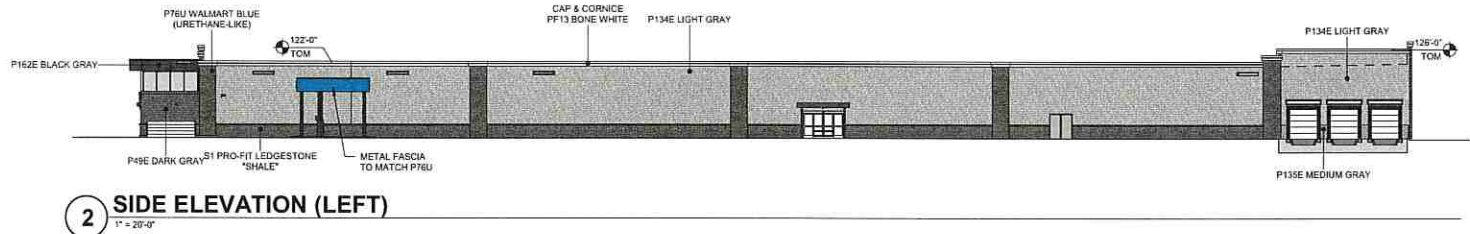
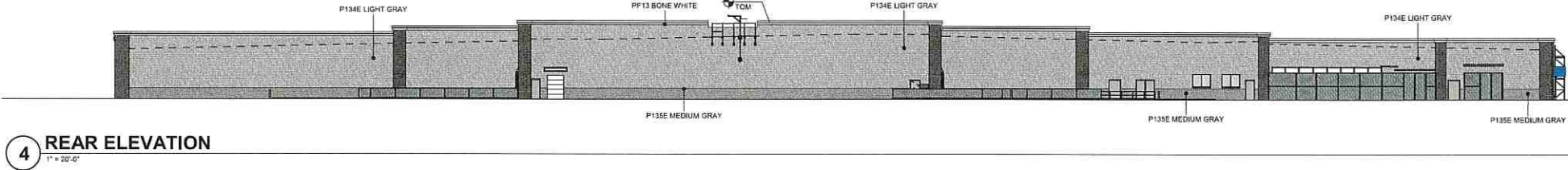
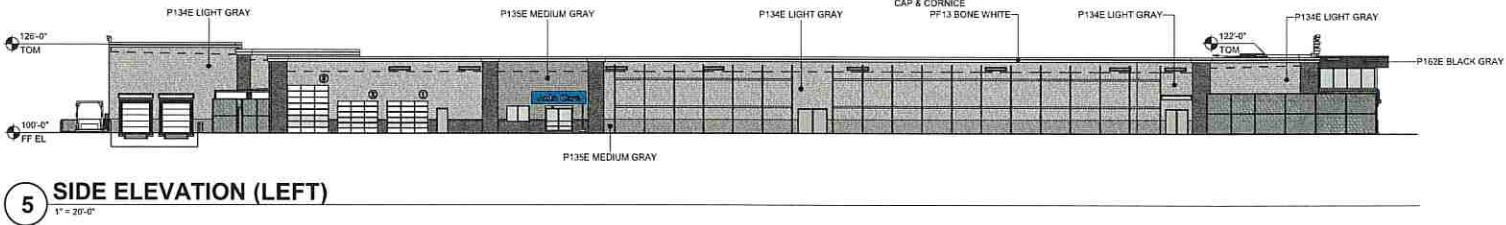
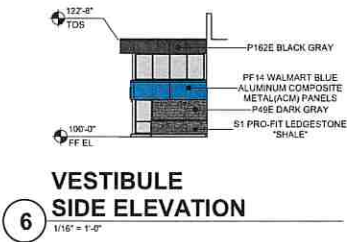
NOT FOR CONSTRUCTION

FLOOR PLAN

BD2

COLOR LEGEND	
P00E	DARK GRAY
P16U	WALMART BLUE (URETHANE-LIKE)
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P162E	BLACK GRAY
PF13	BONE WHITE
PF14	WALMART BLUE ALUMINUM COMPOSITE METAL (ACM) PANELS
S1	PRO-FIT LEDGESTONE "SHALE"

FRONT ELEVATION MATERIALS				
MATERIAL TYPE	BUILDING MATERIAL	MATERIAL AREA	TOTAL FRONT ELEVATION AREA	PERCENTAGE OF FRONT ELEVATION
PRIMARY	SPLIT FACE CMU	7156 SF	13,508 SF	52.95%
	PRO-FIT LEDGESTONE "SHALE" APPLIED STONE	1649 SF	13,508 SF	12.21%
	GLASS CURTAIN WALL	1354 SF	13,508 SF	10.02%
	TOTAL PRIMARY	10,162 SF	13,508 SF	75.22%
SECONDARY	EIFS	1,346 SF	13,508 SF	9.96%
	TOTAL SECONDARY	1,346 SF	13,508 SF	9.96%
ARCHITECTURAL FEATURES	CORNICE	723 SF	13,508 SF	5.35%
	CANOPY	42 SF	13,508 SF	0.31%
	ARCHITECTURAL METEAL PANEL SYSTEM	1,006 SF	13,508 SF	7.45%
	PLASTER	876 SF	13,508 SF	6.50%
	TOTAL ARCHITECTURAL	2,661 SF	13,508 SF	19.61%







SHEET:
C1-2

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: November 6, 2024



SUBJECT: 1st Amendment to the Interlocal Agreement between West Haven City and Hooper City for improvements to 5100 West

Preface. On October 16, 2024, the City Council approved Resolution 43-2024, authorizing the reduction of speed along 5100 West and installing traffic control devices. As part of this discussion, Councilperson Call suggested amending the Interlocal Agreement that Hooper and West Haven City adopted around July 2024 on cooperatively working together on improvements on 5100 West and sharing costs. City staff agree with Councilperson Call that amending the Interlocal Agreement is the most appropriate way to formalize the City's agreement on 5100 West improvements and cost-sharing.

As such, City staff have drafted the 1st Amendment to the Interlocal Cooperation Agreement between West Haven City and Hooper City. The proposed changes to this amendment are shown with strike-through and underlined text to denote the changes. Additional background information, along with a summary of the proposed traffic control devices, is contained below.

Background & Description of Improvements. The City is actively working on the road expansion of 5100 West and 3300 South, adding more pavement, along with curbs, gutters, and sidewalks, to these rights of way. As West Haven City works towards completing the improvements noted above, it has taken measures to improve the safety of pedestrians. More specifically, in partnership with Hooper, both cities have participated in creating a shoulder along 5100 West, pavement signs, crosswalks, and crossing guards. As you know, 5100 West is the dividing line between the two cities, with West Haven responsible for the east and Hooper responsible for the west.

Several weeks ago, West Haven City staff met with Sargeant Slater and Lt. Lavelly from the Weber County Sheriff's Office to discuss traffic-related issues on 5100 West. As a part of this meeting, City staff and the Sheriff's Office have identified several improvements that could enhance safety on 5100 West. One of the actionable items from the City staff meeting with the Sheriff's Office was to schedule a meeting with Mayor Vanderwood and Mayor Bingham to discuss these safety enhancements.

On October 8th, Mayor Vanderwood and Mayor Bingham met with their respective city staff to discuss a coordinated effort to improve safety at 5100 West. Below are suggested improvements that come from these meetings.

- **Reduction in Speed Limits on 5100 West.** 5100 West travels through several jurisdictions, including unincorporated Weber County, Hooper City, and West Haven City. For different segments of this road, there are various speed limits. Specifically, from 2550 S to 3300 S, the speed limit is 35 mph (County's portion), and from 3300 S to 4800 S, the speed limit is 40 mph (Hooper and West Haven's portion). It is recommended that all jurisdictions lower their speed limit to 30 mph.
- **Flashing Lights for School Zone.** Hooper and West Haven have partnered to construct a crosswalk on 5100 West at the intersection of 3575 S. There is a crossing guard station at this location. It is

proposed that this crossing be deemed a School Zone by installing the school zone flashing lights and speed limit signs that reduce the speeds to 20 mph through the school zone. Additionally, crosswalk ahead signs will be installed on both sides of the road. The flashing school zone lights cost \$8,226.98 and will be delivered around eight weeks after the City places the order.

- Pedestrian-activated Flashing Lights for the crosswalk at 5100 West and 3300 South. The Cities propose installing pedestrian-activated flashing lights at the intersection of 5100 West 3300 South. Specifically, lights would be installed at the east-west crossing of 5100 West and the north-south crossing of 3300 South. The cost of the pedestrian-activated crosswalk lights is \$7,728.48 per crossing, for a total of \$15,456.96.

Since these improvements were not known during the FY 2025 budget process, they were not approved in the budget. The City will likely need to amend its budget to include these expenses. It is proposed that both cities equally share in these expenses.

Attached is a Resolution amending the Interlocal Agreement to formalize the speed limit reduction and install other traffic control devices. The Resolution includes a map showing these changes.

Resolution No. 46-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOOPER AND THE CITY OF WEST HAVEN REGARDING 5100 WEST; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT TO THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements with regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, 5100 West borders both the City and the City of Hooper; and

WHEREAS, both cities have already agreed that 5100 West needs to be upgraded and widened to deal with traffic circulation and also provide safety measures for school children along that road and the cities have entered into an Interlocal Agreement regarding those items; and

WHEREAS, both cities now realize that additional traffic signal safety measures need to be put into place on 5100 West; and

WHEREAS, both cities wish to work together regarding these improvements including cost-sharing; and

WHEREAS, the City Council feels that the best way to accomplish these goals is to enter into an Amendment to the Interlocal Agreement ("Amendment") with Hooper, which is attached as Attachment "A" to this Resolution; and

WHEREAS the City Council now desires to adopt this Amendment by accepting the terms thereof; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II.

1. That the Amendment to the Interlocal Agreement between West Haven City and Hooper City, a copy of which is attached as Attachment “A” to this Resolution, is hereby adopted by the City Council.
2. That the City Manager is authorized to sign any and all documents necessary to affect this Amendment, including signing the Amendment itself.
3. That the Mayor is authorized to sign this Resolution adopting the Amendment.

The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 6th day of November 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of November 2024.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood
Councilmember Carrie Call
Councilmember Kim Dixon
Councilmember Nina Morse
Councilmember Ryan Saunders
Councilmember Ryan Swapp

Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____
Yes _____	No _____

ATTACHMENT “A”

ATTACHMENT TO RESOLUTION 46-2024

**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WEST HAVEN
CITY AND HOOPER CITY REGARDING 5100 WEST**

DRAFT

1st AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT

BETWEEN

WEST HAVEN CITY

- AND -

HOOPER CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into the ____ day of _____, 2024, by and between Hooper City ("Hooper"), a municipal corporation in the State of Utah, and West Haven City ("West Haven"), a municipal corporation in the State of Utah. Hooper and West Haven may be referred to collectively as the "Cities" or the "Parties" and may be referred to individually as "City" or "Party."

WITNESSETH:

WHEREAS, the Weber School District is building a new elementary school located on the corner of 3300 S. and 5100 W. in West Haven, Utah, a short distance from the West Haven-Hooper City line; and

WHEREAS, 5100 West Street in Weber County, Utah, between 4000 South and the elementary school will be one of the main entrances to the elementary school; and

WHEREAS, 5100 West Street is also the dividing line between West Haven and Hooper; and

WHEREAS, the current state of 5100 West Street in that designated area is not constructed as a major thoroughfare and is more of a country road; and

WHEREAS, both Hooper and West Haven would like to improve the road by increasing the size and providing gutters and sidewalks, for the purpose of creating a safe and easy to use area to approach the school by car or on foot; and

WHEREAS, the Weber Council of Governments (WACOG) has agreed to provide grant funding of approximately \$4,798,00 for road improvements to 5100 West for the facilitation of the safety of children and all others to approach the school; and

WHEREAS, the WACOG has also agreed to provide grant funding of approximately \$900,000 for intersection improvement at the 4000 South 5100 West intersection associated with a future traffic lights to be installed by the Utah Department of Transportation; and

WHEREAS, Hooper and West Haven have agreed to equally contribute a matching amount required by the grant funding in order to facilitate and carry out their part of the grant arrangement; and

WHEREAS, on or around July 17, 2024, Hooper and West Haven entered into an Interlocal Cooperative Agreement associated with the WACOG Grant Agreement and enhancements to make 5100 West safe to travel until the road improvements associated with the WACOG Grant Agreement can be constructed; and

WHEREAS, since entering this Interlocal Cooperative Agreement, Hooper and West Haven have identified additional safety enhancements to 5100 West; and

WHEREAS, these safety enhancements required the coordination and cooperation of both Hooper and West Haven, and both Cities desire to cooperate on installing these enhancements.

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree and stipulate as follows:

1. **Scope of Work and Cost Breakdown.** The following is the breakdown of costs for each portion of the project:

- (a) Widening of 5100 W. and sidewalk improvement requires a total match of \$500,000 which equates to \$250,000 from each City.

(b) Increased scope of the original project to include from 3500 S to 4000 S requires a total match of \$80,000, which equates to \$40,000 from each City.

(c) Intersection improvements at 5100 W. 4000 S. in anticipation of future traffic signal installation require a total match of \$100,000, which equates to \$50,000 from each City.

(d) Construction of Temporary Pathway on 5100 West. Since the school will be opened in August 2024, the Weber County School District asked the Cities to consider the installation of a temporary pedestrian access on the east side of 5100 W. for a distance that parallels an existing open drainage ditch between 3575 S and 3500 S. The path is expected to accommodate Hooper City school children crossing 3575 S from the west and West Haven school children walking from the south. The path will be installed along the frontage of properties owned by the Utah Department of Transportation (UDOT). The UDOT property is fronted by an existing fence that partially needs to be removed and replaced to accommodate the area necessary for the path. Exhibits B and C depict the path location and construction details and summarize the construction sequence. The path will remain until permanent improvements are made in accordance with the WACOG grant agreements. Both Cities agree to work jointly towards installing the said pathway as follows:

Item	Quantity	Estimated Cost***	Responsible Party
Temporary Fence**	375 FT	\$1,000	WHC/HC
Permanent Fence**	400 FT	\$2,500	WHC/HC
Path Grading**	2,648 FT	In-Kind	HC
Path Surface Install**	2,648 FT	In-Kind	WHC/HC

The total for the temporary path construction is estimated at \$3,500, and realized costs will be split evenly between the Cities.

(e) Reduction in Speed Limits on 5100 West. 5100 West travels through several jurisdictions, including unincorporated Weber County, Hooper City, and West Haven City. For different segments of this road, there are various speed limits. Specifically, from 2550 S to 3300 S, the speed limit is 35 mph (County's portion), and from 3300 S to 4000 S, the speed limit is 40 mph (Hooper and West Haven's portion). The Cities agree to have the posted speed of 5100 West to be 30 mph from 4800 South to 3300 South and to coordinate with Weber County to do the same.

Each City shall be responsible for the costs of purchasing the speed limit signs and related materials and installing these traffic control devices within their respective incorporated limits. Exhibit D depicts the general location of these speed limit signs. The timing of the installation of these signs shall be coordinated by each City's Public Works Director.

(f) Flashing Lights for School Zone. The Cities have partnered to construct a crosswalk on 5100 West at the intersection of 3575 S. As stated in Section 5 of this Agreement, there is a crossing guard station at this location, and the Cities now agree to designate this crosswalk as a School Zone by purchasing and installing flashing school zone lights, speed limit signs that reduce the speeds to 20 mph through the school zone, and crosswalk ahead signs on both sides of the road.

The cost of the flashing school zone lights is estimated to be \$8,226.98, and each City agrees to split the cost equally. West Haven shall purchase the flashing school zone lights and submit a reimbursement request to Hooper for their share of the expense, which Hooper City agrees to pay within 30 days of the request. Additionally, both Cities agree cooperatively to install these flashing lights by making employees available to assemble and install these lights.

Each City shall be responsible for the costs of purchasing and installing the reduced speed limit signs through the school zone, the crosswalk ahead signs, and related materials, as well as

installing these traffic control devices within their respective incorporated limits. Exhibit D depicts the general location of the flashing lights, speed limit, and crosswalk ahead signs. The timing of the installation of these signs shall be coordinated by each City's Public Works Director.

(g) Pedestrian-activated Flashing Lights for the 5100 West and 3300 South Crosswalk. The Cities agree to cooperatively install pedestrian-activated flashing lights at the intersection of 5100 West 3300 South. Specifically, pedestrian-activated flashing lights would be installed at the east-west crossing of 5100 West and at the north-south crossing on 3300 South. The cost of the pedestrian-activated flashing lights is estimated to be \$7,728.48 per street crossing for a total of \$15,456.96 for the intersection, and each City agrees to split the cost equally. West Haven shall purchase the pedestrian-activated flashing lights and submit a reimbursement request to Hooper for their portion of the cost, which Hooper City agrees to pay within 30 days of the request. Additionally, both Cities agree to make employees available to assemble and install these pedestrian-activated flashing lights. Exhibit D depicts the general location of these pedestrian-activated flashing lights.

~~The total match requirement is \$680,000, which equates to \$340,000 from each City. The total for the temporary path construction is estimated at \$3,500, and realized costs will be split evenly between the Cities.~~

2. **Payment Responsibility.** As set forth above, each of the Parties to this Agreement will have a financial obligation of \$340,000 to meet the total match requirement of \$680,000 as required by the grant Agreements, (which are attached in Exhibit "A," hereto and made a part hereto by reference). Additionally, each Party agrees to equally split the actual final cost associated with the construction of the pathway

and fencing, the flashing lights for the school zone, and the pedestrian-activated flashing lights as described above. Purchase of other traffic control devices shall be as stated above.

3. **Timing for Payment.** Each of the Parties to this Agreement will pay their financial obligation as set forth above, in the manner and timeframe as required by the grant agreements between WACOG and West Haven City.
4. **Supervision of Project.** Any required engineering, bidding of this construction project, awarding of the construction contract, and construction management of the project will be the responsibility of West Haven City. Each of the Parties' Public Works Directors or City Engineers will coordinate as needed or otherwise requested to consult on the progress of the project and completion of each Party's commitment contained in this Agreement.
5. **Crossing Guards.** Hooper City will provide at its sole expense a new crossing guard at the intersection of 3575 S 5100 W. Hooper City may elect to have a crossing guard at the intersection of 5100 W 3300 S. In providing these crossing guards, Hooper City may request that West Haven City assist in providing crossing guards for these intersections. If West Haven City has available crossing guards, the West Haven City Manager may choose to provide crossing guards, and Hooper City agrees to provide reimbursement to West Haven City for the expense of these crossing guards, including the cost of wages, supplies, and other direct costs.
6. **Governmental Immunity.** The Cities are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the Cities agree to indemnify and

hold harmless the other Party, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses, and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents, and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Cities under the Act.

7. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, and state laws.
8. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties further agree as follows:
 - (a) This Agreement shall be approved by each Party, pursuant to §11-13-202.5 of the Interlocal Act;
 - (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
 - (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
 - (d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement and for any financing of such costs; and
 - (e) No separate legal entity is created by the terms of this Agreement.

(f) To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Mayor/Manager and Public Works Director of both Cities, acting as a joint board.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(h) Any infrastructure or improvement created by this project shall belong to the City upon which the improvement is located.

9. **Counterparts.** This Agreement may be executed in counterparts by the Cities.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing, signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

HOOPER CITY

By: _____
MAYOR

ATTEST:

Hooper City Recorder

|

Approved as to form and compliance
with applicable law:

Hooper City Attorney

Date: _____

WEST HAVEN CITY

By: _____
CITY MANAGER

ATTEST:

West Haven City Recorder

Approved as to form and compliance
with applicable law:

West Haven City Attorney

Date: _____

|

EXHIBIT "A"

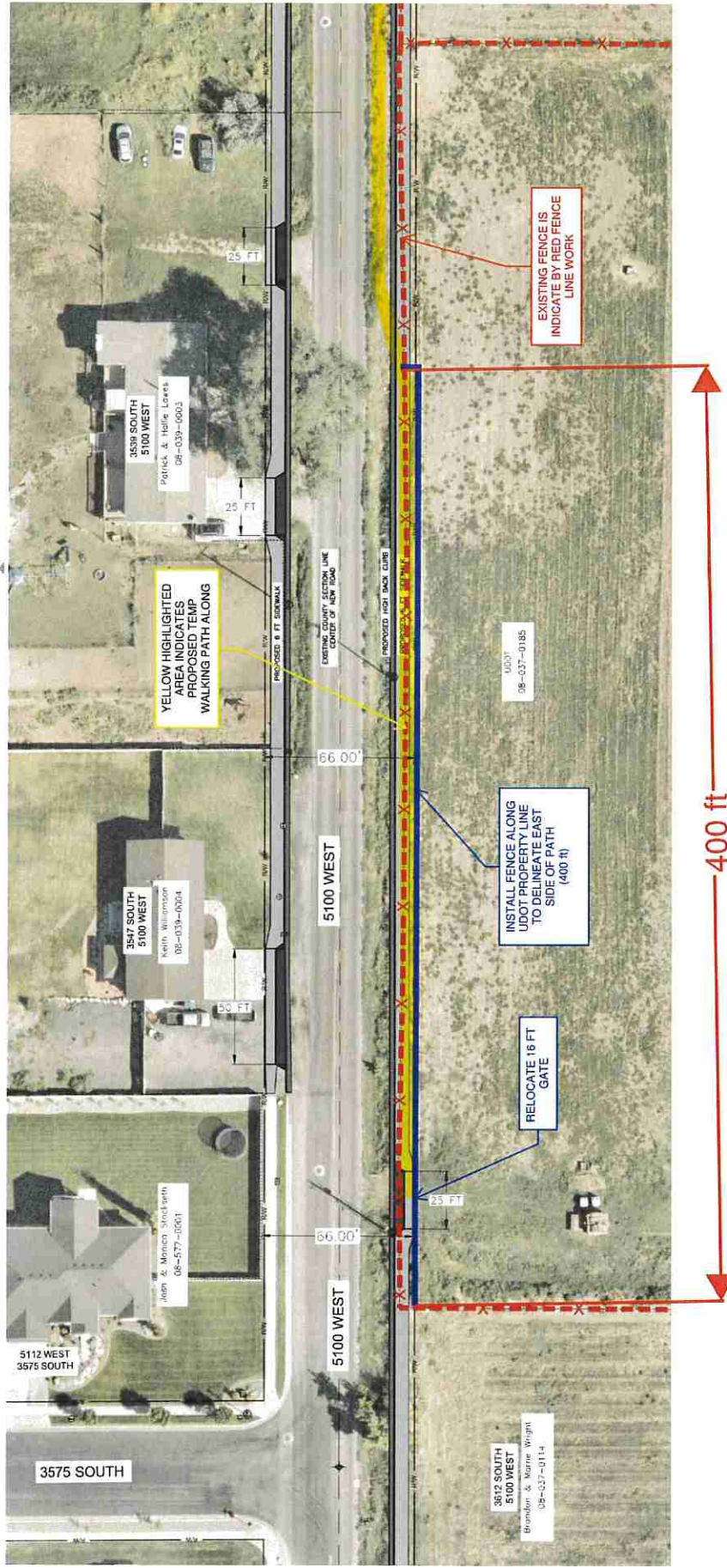
WACOG GRANT AGREEMENTS

DRAFT

EXHIBIT "B"- Temporary Pathway



EXHIBIT "C"- Temporary Path



Construction Sequence: Work to be completed between August 5th -15th.

- Install fence (400 ft) along UDOT property line to make room for temporary path. Relocate existing gate.
- Grade area for new path (7 ft wide) / Install 6" wide path (5" depth compacted rotomill)
- City to install permanent fence along the existing UDOT property line. Existing gate will also be relocated.
- Install safety fence on t-posts to protect the existing open ditch (375 ft).

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: November 6, 2024



SUBJECT: Discussion and consideration on amending an Interlocal Agreement between the West Haven Special Service District and the City

Amending Interlocal Agreement. The City and District recently updated their interlocal agreement to better detail the payment of monies when the City provides administrative services to the District. Additionally, the interlocal agreement included a section entitled "Article Four: Operations." This section addressed such issues as budget management, equipment, supervision of employees, operational judgment, etc.

The interlocal agreement's proposed amendments add subsections to Article Four: Operations on Financial Reporting and Accounting, Credit Card Related Fees, and Procurement Policies. The proposed amendments are summarized below:

- A. **Financial Reporting and Accounting.** The Governmental Account Standard Board (GASB) has established accounting standards that require the District to be reported as a discretely presented component unit in the City's annual audited financial statements. The District also provides utility billing services for the City, which require interrelated accounting entries between Parties' financial records to maintain accurate balances due to and due from each Party. Due to the associated interrelated financial reporting and accounting activities, the City and the District agree to use the same certified public accounting firm to provide auditing and accounting services. The certified public accounting firm shall invoice the City and District separately.
- B. **Credit Card Related Fees.** The District provides utility billing services for the City, and as such, the public is, in effect, remitting payment to both Parties in one transaction. As a result, the City and District agree to have the same policy regarding assessing a convenience fee when accepting credit card payments.
- C. **Procurement Policies.** Procuring goods and services can be administratively time-consuming. The City and District desire to streamline and promote administrative efficiencies in procurement. To the degree allowed by Utah Code, the City and District agree to follow similar procurement processes. The District and City agree that goods and services procured through a process by either Party shall be valid unless otherwise prohibited by Utah Code.

The proposed amendments have been discussed with the District Board; however, they have not seen these proposed amendments to the interlocal agreement. If the City Council approves these amendments, the draft will be forwarded to the District Board for formal consideration.

Resolution No. 47-2024

RESOLUTION OF WEST HAVEN CITY APPROVING AND ADOPTING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE WEST HAVEN SPECIAL SERVICE DISTRICT AND WEST HAVEN CITY FOR REIMBURSEMENT TO THE CITY FOR CERTAIN OPERATING COSTS OF THE DISTRICT; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City of West Haven (“City”) is a municipal corporation and the West Haven Special Service District (“District”) is a special service district and quasi-municipal corporation (hereinafter sometimes referred to collectively as the “Parties” or individually as “Party”) both duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements with municipal and quasi-municipal corporations, special districts, and state agencies regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, in conformance with the provisions of the Interlocal Cooperation Act, UCA §11-13-101, et. seq. as amended (hereinafter, the “Act”), the Parties are authorized to enter into interlocal cooperation agreements; and,

WHEREAS, the Parties desire to protect the health and safety of their residents as provided by the Act; and,

WHEREAS, in conformance with the Act, the Parties agree to make an amendment to the Interlocal Cooperation Agreement (hereinafter “Agreement”) entered into between the Parties in June 2024 to provide for reimbursement of certain costs and expenses incurred by the City on behalf of the District; and,

WHEREAS, City has agreed to provide certain services and to pay certain costs of operation on behalf of District; and,

WHEREAS, District has agreed to reimburse City for such costs and expenses as may be necessary to ensure the operation of the District's sewage removal system so as to protect the health and safety of the Parties' residents; and,

WHEREAS, there has been several additional financial issues that have arisen that the Parties did not include in the original Agreement and the Parties feel that the best way to

accomplish the outlined goals is to amend the Agreement with the District to include these other financial items; and

WHEREAS the City now desires to adopt the amendment to the Agreement by accepting the terms thereof; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated; now

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II. AGREEMENT :

1. That the City Council approves and adopts the **Amendment to the Interlocal Cooperation Agreement Providing for Reimbursement to West Haven City from the West Haven Special Service District for Certain Costs Incurred by the City on Behalf of the District in Support of Certain District Operations**, that is attached as Exhibit A.
2. The City Manager is authorized to sign any documents necessary for the City to enter into the amendment to the Agreement with the District.
3. That the Mayor is authorized to sign this Resolution.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any

extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 6th day of November 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of November 2024.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____
Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

EXHIBIT A

Amendment to the Interlocal Cooperation Agreement Providing for Reimbursement to West Haven City from the West Haven Special Service District for Certain Costs Incurred by the City on Behalf of the District in Support of Certain District Operations, attached to Resolution 47-2024

DRAFT

**INTERLOCAL COOPERATION AGREEMENT PROVIDING FOR REIMBURSEMENT TO
WEST HAVEN CITY FROM THE WEST HAVEN SPECIAL SERVICE DISTRICT FOR
CERTAIN COSTS INCURRED BY THE CITY ON BEHALF OF THE DISTRICT
IN SUPPORT OF CERTAIN DISTRICT OPERATIONS**

This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act (UCA §11-13-101, et. seq. as amended) and entered into by and between West Haven City, a municipal corporation of the State of Utah, hereinafter referred to as "City", and West Haven Special Service District, a quasi-municipal corporation and special service district organized under the laws of the State of Utah, hereinafter referred to as "District".

RECITALS

WHEREAS, the City of West Haven is a municipal corporation and the West Haven Special Service District is a special service district and quasi-municipal corporation (hereinafter sometimes referred to collectively as the "Parties" or individually as "Party") both duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of Interlocal Cooperation Act, UCA §11-13-101, et. seq. as amended (hereinafter, the "Act"), the Parties are authorized to enter into interlocal cooperation agreements; and,

WHEREAS, in conformance with the Act, the Parties agree to enter into this Interlocal Cooperation Agreement (hereinafter "Agreement") to provide for reimbursement of certain costs and expenses incurred by the City on behalf of the District; and,

WHEREAS, the Parties desire to protect the health and safety of their residents as provided by the Act; and,

WHEREAS, City agrees to provide certain services and to pay certain costs of operation on behalf of District; and,

WHEREAS, District agrees to reimburse City for such costs and expenses as may be necessary to ensure the operation of the District's sewage removal system so as to protect the health and safety of the Parties' residents; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

ARTICLE ONE: EFFECTIVE DATE AND TERM OF AGREEMENT

Section 1.01

Term. This Agreement shall become effective upon proper approval by the last of the participating entities and shall continue in force through and including the 30th day of June 2029 unless earlier terminated as set out herein.

Section 1.02

Incorporation of Recitals. The Parties incorporate by reference the above recitals as part of this Agreement.

ARTICLE TWO: SCOPE OF AGREEMENT

Section 2.01 Provision of Certain Support by West Haven City to West Haven Special Service District.

- A. The Parties agree that as the District is constructing, maintaining, and operating a sewer system in the City, and also collecting fees for the provision of sewage collection services within the area contemplated by this Agreement; and,
- B. That in support thereof, the City is in the best position to provide for certain services such as, but not limited to, office space, utilities, personnel, etc., and to otherwise assist the District as is necessary to ensure the operation of the sewage removal system to protect the health and safety of the residents of both Parties; and,
- C. That the Parties agree that the District should reimburse City for such support as set out in **Attachment "A"**, attached hereto and by this reference incorporated herein as if fully set out.

ARTICLE THREE: ADDITIONAL SUPPORT

- A. The Parties agree that any staff, employees, consultants, or contractors that may hereafter be employed or retained by the District shall be considered to be an employee, agent, or contractor of the District and not of the City unless specifically designated otherwise.

ARTICLE FOUR: OPERATIONS

- A. Budget Management. The Parties agree that the City employees are authorized to oversee, administer, and expend funds appropriated through the District's budgeting process in accordance with any procurement policy that the District has or will adopt and other governing policies or regulations.

- B. Financial Reporting and Accounting. The Governmental Account Standard Board (GASB) has established accounting standards that require the District to be reported as a discretely presented component unit in the City's annual audited financial statements. The decision to include the District as a component unit of the City is based upon the following considerations: 1) the District provides sewer services to the residents of the City; 2) the Board of Directors of the District includes some of the members of the Governing Body of the City; and 3) the City invoices the District monthly for contracted services and maintenance.

The District also provides utility billing services for the City, which require interrelated accounting entries between Parties' financial records to maintain accurate balances due to and due from each Party. Due to the associated interrelated financial reporting and accounting activities, the City and the District agree to use the same certified public

accounting firm to provide auditing and accounting services. The certified public accounting firm shall invoice the City and District separately.

C. Credit Card Related Fees. The District provides utility billing services for the City, and as such, the public is, in effect, remitting payment to both Parties in one transaction. As a result, the City and District agree to have the same policy regarding assessing a convenience fee when accepting credit card payments.

D. Procurement Policies. Procuring goods and services can be administratively time-consuming. The City and District desire to streamline and promote administrative efficiencies in procurement. To the degree allowed by Utah Code, the City and District agree to follow similar procurement processes. The District and City agree that goods and services procured through a process by either Party shall be valid unless otherwise prohibited by Utah Code.

B.E. Equipment. It is understood and acknowledged by each Party that each Party is entitled to retain the ownership and possession of all equipment owned by such Party at the commencement of this Agreement or purchased by said Party during the term or terms of this Agreement.

1. The Parties also agree that either Party is authorized to use the other Party's equipment for the City or District business.
2. The Parties shall adequately and sufficiently insure their own equipment, which may include, but is not limited to auto and collision, and general liability.
 - a. If an accident occurs when a City employee is using a piece of equipment and liability is determined to be with a City employee operating the vehicle, the Party that owns the vehicle involved in the accident shall submit a claim to their insurance provider, and the Party that owns the equipment shall pay the deductible associated with the insurance claim for the accident.

C.F. Attendance at Board Meetings. To facilitate understanding and reporting associated with the operations of the District, the City Manager, Sewer Superintendent, City Engineer, and Utility Officer Manager/ District Recorder or their designee shall make a good faith effort to attend the District Board Meetings and provide information and support to the Board.

D.G. Supervision of City Employees. The City Manager and Sewer Superintendent shall make hiring decisions, manage, supervise, and discipline all the employees who provide services to the District. Any concerns that the District Board shall have regarding operations, including personnel, shall be brought to the direct attention of the City Manager or Sewer Superintendent. The City Manager or Sewer Superintendent shall work to resolve any concern brought to their attention.

E.H. Training. The District shall be responsible for providing training opportunities for all of the City employees that provide operations to the District. The City Manager and Sewer Superintendent in their sole discretion, shall determine topics and types of training,

as well as dates, times, and places for training to occur, and shall have the ability to authorize the expense of funds for training from District's budget for such purposes.

F.I. Operational Judgment Exercised. City employees who are involved with the management and operations of the District's water and sewer system shall have the exclusive right to make management and operational decisions, and the Parties to this Agreement wholly accept the risk and outcome of these decisions.

ARTICLE FIVE: MISCELLANEOUS

- A. Governmental Immunity. Both Parties are governmental entities under the "Utah Governmental Immunity Act." Title 63G, Chapter 7, Utah Code Annotated. Consistent with this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which may be committed by its agents, officials, or employees. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law and neither Party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act or other applicable law.
- B. Liability and Indemnification. Each Party shall be responsible for its own activities. Each Party shall arrange to have the other named as an additional named insured under all relevant policies and shall provide a copy of the policies to the other Party upon request. The Parties further agree to indemnify each other against any and all expenses, liabilities, and claims of every kind, including attorney's fees, that result from a Party's actions.
- C. Default. In the event of a default by either Party, the defaulting Party shall have thirty (30) days to cure that default upon receiving written notice from the other Party, specifying with particularity the condition, act, omission, or course of conduct asserted to constitute a material breach. The Agreement may not be terminated under this provision if during such thirty (30) day period the defaulting Party has cured, corrected, or eliminated such material breach or has taken steps to cure, correct, or eliminate such material breach, which steps, if diligently prosecuted to a conclusion, are reasonably designed to effect a cure, correction, or elimination. If the default has not been cured within the thirty (30) day period, then the Parties agree to participate in dispute resolution as outlined in Subsection E below.
- D. Notice. Any notices to the respective Parties shall be as follows:
- For the City: West Haven City Manager
 4150 South 3900 West
 West Haven, UT 84401
- For the District: West Haven Special Service District Board Chairman
 4150 South 3900 West
 West Haven, UT 84401

- E. Dispute Resolution. If a default arises that is not cured or any other dispute arises under this Agreement that cannot be resolved by good faith negotiations, the Parties shall first have a meeting between the City Mayor and the District Board Chairman. If they cannot resolve the default or dispute, the matter shall be submitted to non-binding mediation. The mediator shall be mutually agreed to by the Parties. If the Parties cannot agree on a mediator, they shall petition the presiding judge of the Second District Court for the State of Utah to select a mediator from a list of names submitted by the Parties. If the dispute is not resolved by mediation, it shall be submitted to binding arbitration. Within thirty (30) days of either Party serving a written demand for arbitration to the other Party, each Party shall nominate an arbitrator. Once selected, the two arbitrators shall within thirty (30) days select a third arbitrator. The arbitration hearing shall commence within sixty (60) days of the selection of the third arbitrator.
- F. Modification in Writing. The Parties anticipate that there may be amendments and modifications to this Agreement. However, any such modifications or amendments shall be binding only if it is in writing, signed by both Parties and approved by the Board of Directors of the West Haven Special Service District and by the West Haven City Council.
- G. Interlocal Cooperation Act Requirements. The Parties shall comply with the following requirements:
1. This Agreement shall be authorized by resolution of the governing body of each Party pursuant to §11-13-202.5 of the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
 2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to §11-13-202.5 of the Act;
 3. A duly executed original counterpart of this Agreement shall be filed with the keeper of the records of each Party, pursuant to §11-13-209 of the Act;
 4. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs and expenses hereunder, and for any financing of such costs; and
 5. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the District Superintendent and the City Manager.
- H. Miscellaneous.
1. Both Parties agree to take such further action and to execute such documents as may be necessary to effectuate the terms of the Agreement.
 2. No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance of indulgence by a Party in any regard whatsoever shall not constitute a waiver of other covenants or conditions to be performed by the other Party and shall not be deemed to be a waiver of any rights such Party may have with respect to this Agreement.

3. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. It shall be enforced only in the Second District Court located in Weber County, Utah.
4. There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in the Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who received benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement may not be assigned by either Party hereto.
5. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents of either Party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified, or altered except through a written instrument which is signed by both Parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
6. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced, consistent with achieving the stated intentions of the Parties herein, as if the Agreement did not contain the particular part, term, or provision held to be invalid.
7. Each Party, at any time and from time to time, at the request of any other Party's request, shall execute, acknowledge, and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of any Party's refusal or failure to do so, it shall be the option of any of the other Parties to declare a default of this Agreement.
8. The use of the singular form of expression shall be construed to include the plural. The use of the masculine gender shall be construed to include the feminine gender.
9. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit, or extend the scope or intent of the clauses to which they appertain.
10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
11. The Parties agree that no presumption shall be attached to this Agreement because one of the Parties or one Party's attorney may have prepared it.
12. Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement, shall so survive.

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of appropriate resolutions of their respective City Council and Board of Directors, as applicable, and following approval as to form of their respective legal counsels, the day and year first above written.

Dated this _____ day of _____, 2024

West Haven City

West Haven Special Service District

By _____
Mayor

By _____
Board Chairman

Attest _____
City Recorder

Attest _____
Board Recorder

Approved as to form:

Approved as to form:

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024.

City Attorney
West Haven City

District Attorney
West Haven Special Service District

Attachment “A”

To
Interlocal Agreement Between
West Haven City
And
West Haven Special Service District

During the term of this Agreement, the District shall reimburse the City the percentage of the annual cost of the expenses listed below. The City shall annually provide the District with the estimated expenses for the District to include within the Tentative and Final Budget.

Percent Reimbursement	Expense Descriptions	Line Items in City Budget	Notes
100%	WHSSD SUPERINTENDENT	10-6111, 10-6113, 10,6114	Total compensation/expense amount associated with position
100%	UTILITY TECHNICIAN FOREMAN	10-6111, 10-6113, 10,6114	Total compensation/expense amount associated with position
100%	UTILITY TECHNICIAN	10-6111, 10-6113, 10,6114	Total compensation/expense amount associated with position
100%	UTILITY OFFICE MANAGER / DISTRICT RECORDER	10-6111, 10-6113, 10,6114	Total compensation/expense amount associated with position
80% ¹	UTILITY CLERK	10-6111, 10-6113, 10,6114	Total compensation/expense amount associated with the position
5% ²	CITY MANAGER	10-4311, 10-4313, 10,4314	Total compensation/expense amount associated with position
50% ²	ENGINEER	10-4311, 10-4313, 10,4314	Total compensation/expense amount associated with the position
10% ²	WORKERS COMPENSATION FUND	10-5135	Workers Compensation Insurance
10% ²	TELEPHONE	10-5145	Includes cell phones and landlines
10% ²	MAINTENANCE	10-5170	
10% ²	JANITOR WAGES	10-5211	In the future may be outsourced to a contractor
10% ²	JANITOR TAXES	10-5213	In the future may be outsourced to a contractor
10% ²	UTILITIES	10-5175	Includes internet, water, sewer, electrical, gas, etc.

Note ¹: West Haven City’s monthly curbside garbage collection and stormwater utility fees are billed and receipted monthly by the District. The District and City’s Treasurer, Child Richards CPAs & Advisors, has calculated the monthly percentage of utility billed revenue proportioned as 80% attributed to the District for water and sewer utilities and 20% attributed to West Haven City for curbside garbage collection and stormwater utility fees. The total compensation/expense for the Utility Clerk is proportionated to the District and West Haven City according to this same percentage with 80% of the expense being paid by the District and 20% paid by West Haven City. Other cost associated with preparing and processing the monthly utility billing such as printing and mailing statements are borne by the District.

Note ²: The percent reimbursement is based on the percentages that the District has historically reimbursed the City and not on any specific methodology of allocating the costs. The Parties deem these percentages as being reasonable percentage for the District to reimburse the City for services that benefit the District.