WEST HAVEN CITY COUNCIL AGENDA

September 2, 2026 6:00 P.M.

City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON September 2, 2026, THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETING: 6:00 PM: REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE COUNCIL MEETING AT HTTPS://US06WEB.ZOOM.US/J/81581435918. WATCH LIVE AT HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030.

6:00 REGULAR CITY COUNCIL MEETING

1. **MEETING CALLED TO ORDER:** — **Mayor Vanderwood**

2. **OPENING CEREMONIES**
   A. FLAG CEREMONY — **Councilmember Morse**
   B. PRAYER/MOMENT OF SILENCE — **Councilmember Call**

3. **PRESENTATION-RECOGNITION OF AMY HUGIE CITY ATTORNEY**

4 **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 3 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.

5. **UPCOMING EVENTS**

Puppet Mania Workshop-The Barn	September 14, 2026	6:00 PM
Arts Festival-City Hall	September 19, 2026	5:00-8:00 PM
Senior Lunch Bunch-The Barn-Councilmember Saunders	September 23, 2026	11:30 AM
Open Sew Night	September 23, 2026	5:00 PM
Music Circle-The Barn	September 28, 2026	7:00 PM

6. **COUNCIL UPDATES**

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

7. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES	MEETING HELD	August 19, 2026
B. RATIFICATION OF COTTONWOOD TITLE INVOICE	$758,100.00	2375 W 1800 S
C. ROAD SAFE TRAFFIC SYSTEMS, INC.	$51,389.39	Inv.#351138

8. **REPORT-BUCKET TRUCK-JOHN WALLACE, PUBLIC WORKS DIRECTOR**

9. **ACTION ON RESOLUTION 31-2026-AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND GREEN FARM COMMUNITY LLC-AMY HUGIE, CITY ATTORNEY**

10. **CONCEPT DEVELOPMENT PROPOSAL- NILSON HOMES OF THE 31 ACRES OF OPEN SPACE DESCRIBED IN PARAGRAPH 9 OF THE THIRD AMENDMENT OF THE MASTER DEVELOPMENT AGREEMENT (MDA) FOR THE GREEN FARM PROJECT, OPEN SPACE DESIGNATION FOR AREA 7-JED NILSON, NILSON HOMES**

11. **DISCUSSION AND POSSIBLE ACTION-REGARDING CONSIDERATION OF A PROPOSAL BY NILSON HOMES OF THE 31 ACRES OF OPEN SPACE DESCRIBE IN PARAGRAPH 9 OF THE THIRD AMENDMENT OF THE MASTER DEVELOPMENT AGREEMENT (MDA) FOR THE GREEN FARM,**

PROJECT, OPEN SPACE DESIGNATION FOR AREA 7, AND/OR THE REQUEST THAT NILSON HOMES DEDICATE THE 31 ACRES OF OPEN SPACE TO THE CITY AS REQUIRED BY THE MDA

12. **CLOSED SESSION- The Council will consider a motion to enter into a closed meeting for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property; to discuss the character and professional competence of an individual; and to discuss the deployment of security personnel, devices, or systems; To be held in accordance with the provisions of Utah Code 52-4-205.**

13. **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@westhavenut.gov 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 on utah.gov/pmn/ and at westhavenut.gov; mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney

WEST HAVEN CITY
COUNCIL MEETING MINUTES

August 19, 2026 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

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

5:00 WORK SESSION – IN CITY COUNCIL CHAMBERS

NO ACTION CAN OR WILL BE TAKEN ON ANY AGENDA ITEMS DISCUSSED DURING WORKSESSION - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION.

MEETING TO ORDER: **Mayor Vanderwood**

REPORTS AND DISCUSSION AS FOLLOWS:

1. **Discussion- Elected Officials and City Manager Updates**
There was no discussion at this time.

2. **Discussion-Subdivision Ordinance Section 156.041 Subsections C and D, Section 156.055 Subsections B and G, and Section 156.091 Subsections E and F**
Councilmember Call proposed changes in Sections 156.041, 156.055, and 156.091 in the subdivision ordinance. Specifically having the 30 units per access be considered for more than just single family housing.

Stephen Nelson said on some occasions there are buildings that have more than 30 units and it can be difficult for them to get more than a single access.

Mayor Vanderwood said it's worth narrowing down the ordinance language.

Councilmember Dixon said she would like to see a higher standard than for just fire.

Councilmember Swapp agreed with the City Council members.

Councilmember Call said it's too much of a financial burden to require curb, gutter, and sidewalk on smaller single family developments. She suggested requiring curb, gutter, and sidewalk if it's over a set number of lots.

Amy Hugie suggested a plat restriction that would defer the payment that property owners are responsible for when curb, gutter, and sidewalk would be added.

Shawn Warnke said that homeowners may have a harder time coming up with the funds after the loan is completed. He suggested a fee in lieu.

Councilmember Swapp gave a scenario of a corner one-lot subdivision and how the cost of adding curb, gutter, and sidewalk would be significantly more for them based off their frontage.

Councilmember Dixon said she would like to see some examples of other ordinances to see how it can be done.

Stephen Nelson said we are limited on how much we can exact. He said one organization he worked for had an exaction review board to help with special cases.

3. **Discussion-Stormwater Utility Fee Increase-Fred Philpot, LRB Finance**
Fred Philpot gave a presentation on the stormwater utility fee.

PUBLIC FINANCE ADVISORS
LEWIS | ROBERTSON | BURNINGHAM

WEST HAVEN CITY, UTAH

STORM UTILITY FINANCIAL PLAN
WORK SESSION

AUGUST 19, 2026

AGENDA

- Financial Plan Objectives & Policies
- Review Current Utility Model Methodology
- Model Assumptions
- Preliminary Scenario Analysis
- Discussion of Next Steps

FINANCIAL PLAN OBJECTIVES

KEY POLICIES

- Financial Ratios
  - Revenue Sufficiency – Each Utility Pays its Own Way
  - Cash Reserves – Goal to Maintain a Minimum of 150 Days of Cash on Hand
- Ensure Ease of Implementation and Equity
- Review Rates for Five-Year Period

FINANCIAL PLAN METHODOLOGY

KEY POLICIES

- **Revenue Growth Analysis:**
  - LRB studied existing revenue data and growth projections provided by the City. This information was then analyzed to determine the potential allocation of new accounts and the revenue potential within each utility.
- **Cost of Service Analysis:**
  - The cost-of-service analysis is structured to balance revenue sufficiency with future operating and maintenance costs, cost shares, repair and replacement, capital expenditures, & funding for current system deficiencies. Expenses were projected out to 2032, and revenues were analyzed under a variety of scenarios to meet the City's needs.
- **Rate Design Analysis:**
  - The final phase focuses on structuring rates that will collect the necessary revenues based on the City's budgetary needs and rate objectives.
  - **Entities should evaluate enterprise funds every 3-5 Years.**

FINANCIAL PLAN ASSUMPTIONS

DETERMINATION OF DEMAND

- **ERU Count: 7,798**
- **Calculated Rate per ERU: $3.60**

ERU (Average Impervious Area for All Sampled Residential)	7,134	SF

Single Family Residential	ERU
1/4 AC OR LESS - Single Family Residential	0.60
1/4 - 1/2 AC - Single Family Residential	0.86
1/2 - 1 AC - Single Family Residential	1.07
1 - 2 AC - Single Family Residential	1.26
2 - 3 AC - Single Family Residential	1.34
3 - 4 AC - Single Family Residential	1.61
4 AC or more - Single Family Residential	1.83

- **ERUS calculated based on average residential impervious area of 7,134 sf**
- **An ERU multiplier is applied to all residential development based average impervious area.**
- **All non-residential ERUs were calculated using total impervious / 7,134 sf.**

FINANCIAL PLAN ASSUMPTIONS

KEY ASSUMPTIONS

- **Model Based on 2025 Actuals, 2026/2027 Estimated Figures, with Projections through 2037**
- **2% Growth in Connections**
- **5% Growth in Salaries & Benefits Expense**
- **3% Growth in General O&M Expense**
- **4.5% Construction Inflation**

FINANCIAL PLAN ASSUMPTIONS

KEY ASSUMPTIONS

- Existing Fund Balance Starting Point - $0
- Inclusion of Impact Fee Revenues and Expense (See CIP)
- Funding of Deprecation - 25% of Historic Budgeted Amounts

	2027 (Budget)	2028	2029	2030	2031	2032
Annual Depreciation	($415,238)	($106,924)	($110,131)	($113,435)	($116,838)	($120,344)

FINANCIAL PLAN ASSUMPTIONS

KEY ASSUMPTIONS

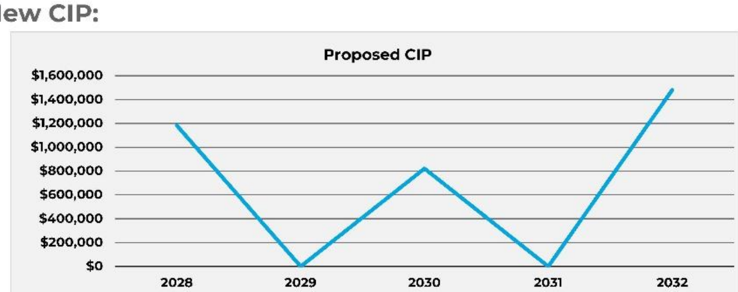
- New O&M:

New O&M	Year	Base Cost	Const. Year Cost	2028	2029	2030	2031	2032
(1) Stormwater PTE	2028	$62,578	$68,992	$68,992	-	-	-	-
Cumulative				$68,992	$72,442	$76,064	$79,867	$83,861

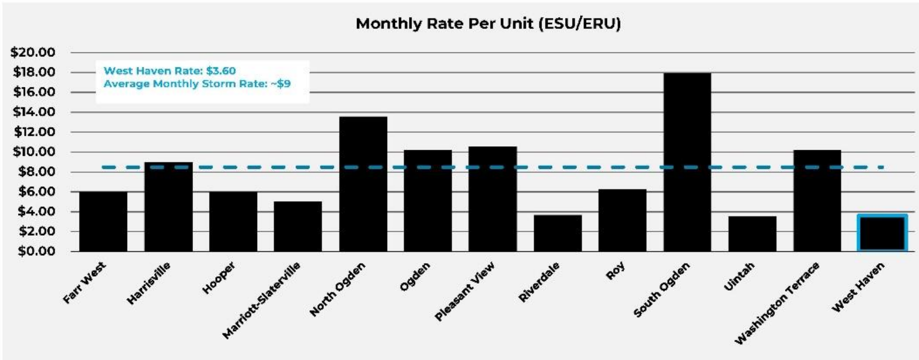
FINANCIAL PLAN ASSUMPTIONS

KEY ASSUMPTIONS

- New CIP:



FEE COMPARISONS

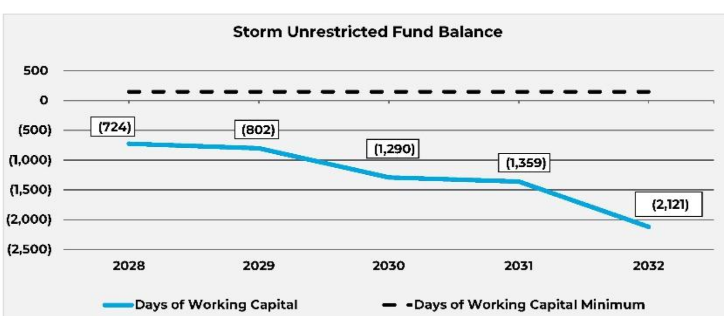


SCENARIO ANALYSIS

- Scenario 1: Baseline Scenario - No Rate Change, No Transfers from General Fund
- Scenario 2: Upfront Increase, No Transfers from General Fund
- Scenario 3: Upfront Increase with Annual Increases, Transfers from General Fund

SCENARIO ANALYSIS

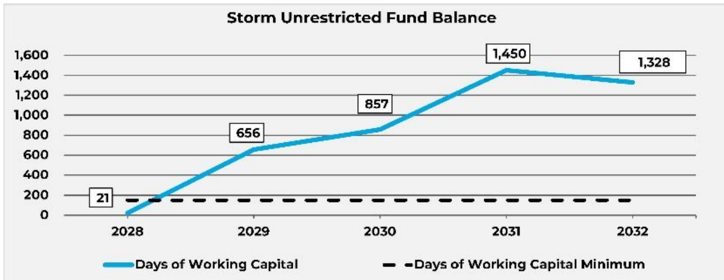
- Baseline Scenario - No Rate Change, No Transfers In



SCENARIO ANALYSIS

❑ **Scenario 2: Upfront Increase, No Transfers from General Fund**

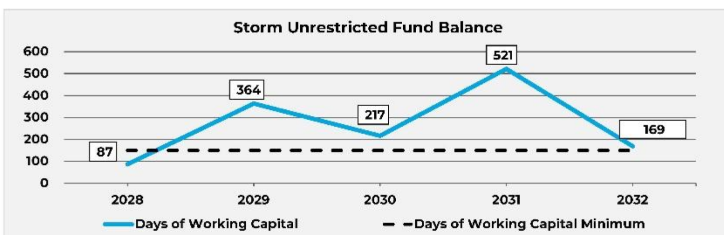
	Current	2028	2029	2030	2031	2032
Monthly Rate per ERU	$3.60	$18.00	$18.00	$18.00	$18.00	$18.00



SCENARIO ANALYSIS

❑ **Scenario 3: Upfront Increase to Match Weber County Average Rate + Annual Increases of $1, Transfers in From GF**

	Current/ Budget	2028	2029	2030	2031	2032
Monthly Rate per ERU	$3.60	$9.00	$10.00	$11.00	$12.00	$13.00
Transfer In	$500,000	$1,000,000	$100,000	-	-	-



NEXT STEPS

- ❑ **Review and Revise Assumptions as Needed**
- ❑ **Update Scenario Analysis**
- ❑ **Prepare Final Recommendations**
- ❑ **Prepare Final Rate Study**
- ❑ **Adopt Proposed Changes to Rates**

6:00 REGULAR CITY COUNCIL MEETING

1. **MEETING BROUGHT TO ORDER:**
The Council met at their regularly scheduled meeting held in the Council Chambers.
Mayor Vanderwood brought the meeting to order at 6:02 PM and welcomed those in attendance.

2. **OPENING CEREMONIES**

A. PLEDGE OF ALLEGIANCE	**Councilmember Call**
B. PRAYER/MOMENT OF SILENCE	**Councilmember Dixon**

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

4. **UPCOMING EVENTS**

Music Circle-The Barn	**August 24, 2026**	**7:00 PM**
Senior Lunch Bunch-The Barn-Mayor Vanderwood	**August 26, 2026**	**11:30 AM**
Puppet Mania Workshop	**September 14, 2026**	**6:00 PM**
Arts Festival	**September 19, 2026**	**5:00 PM**

5. **COUNCIL UPDATES**
Councilmember Dixon said the Historic Preservation Committee lost a member. She said Richard Watkins was the heart and soul of the committee. He was committed to saving West Haven's history and will be missed.

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

6. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES	**MEETING HELD**	**August 5, 2026**
B. RATIFICATION OF COTTONWOOD TITLE INVOICE	**$372,928.56**	**2375 W 1800 S**
C. REGENCY EXCAVATION	**$63,222.82**	**Inv.#13314**
D. ANDERSEN ASPHALT LLC	**$70,320.25**	**Inv.#2212-1049**

Councilmember Call made the following corrections to the minutes: Councilmember Saunders conducted the pledge of allegiance, Councilmember Morse seconded the first motion on agenda item 7B, and Councilmember Call's comment about townhomes not being a good fit for the area should be that single family homes are not a good fit for the area.

Councilmember Dixon made a motion to approve the consent agenda. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

7. **ADVICE & CONSENT OF: ONE (1) COMMUNITY EVENTS COMMITTEE APPOINTMENT-Submitted by Mayor Vanderwood To fill one, 3-year term. The term will be from August 19, 2026 thru December 31, 2028**

Mayor Vanderwood presented Corban Lunt

Councilmember Call made a motion to give advice and consent to appoint Corban Lunt to the Community Events Committee. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

8. **ADVICE & CONSENT OF: ONE (1) ARTS COUNCIL COMMITTEE MEMBER APPOINTMENT-Submitted by Mayor Vanderwood To fill one, 2-year term. The term will be from August 19, 2026 thru December 31, 2027**

Mayor Vanderwood presented Adrianna Moore.

Councilmember Dixon made a motion to give advice and consent to appoint Adrianna Moore to the Art's Council. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

9. <u>PUBLIC HEARING-</u>FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON OPENING THE CURRENT 2026-2027 BUDGET FOR CERTAIN AMENDMENTS-SHAWN WARNKE, CITY MANAGER

Shawn Warnke said the first portion of the amendment is essentially transferring expenses from one line item to another because we no longer have an in house janitorial service and will rely on an outside company to fill that role. He said the original budget anticipated for part of the Poulter Pond improvements to be finished and by City Council's direction the rest is being added to the budget. He said Windsor Park's initial costs have exceeded what was anticipated in the budget process. He said the last amendment is a shortfall on the bucket truck pricing.

Councilmember Call made a motion to enter into public hearing. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Dixon made a motion to leave the public hearing. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

10. <u>ACTION ON RESOLUTION 30-2026-</u>OPENING THE CURRENT 2026-2027 BUDGET FOR CERTAIN AMENDMENTS-SHAWN WARNKE, CITY MANAGER

Councilmember Swapp asked if we have looked up the pricing for a used truck.

John Wallace said the truck they are currently looking at is a 2024.

Mayor Vanderwood asked if there is a possibility of leasing a truck.

John Wallace said he wasn't sure, but they could look into that.

Councilmember Dixon asked if the price included the lighting that is added to the truck.

John Wallace confirmed it does.

Shawn Warnke suggested approving the amount as is with the directive that staff would find competitive pricing.

Mayor Vanderwood asked if Windsor Park is still in process of doing general things.

Brock Randall said they are bidding the whole project currently.

Shawn Warnke said they are appropriating about 2.2 million for the full amount to give a large margin of error.

Mayor Vanderwood asked if we needed to award the bid even if the pricing was higher than expected.

Brock Randall said we do have the right to refuse bids.

Councilmember Dixon made a motion to adopt resolution 30-2026 with the contingency of the Public Works Director looking at other options for a bucket truck. **Councilmember Swapp** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

11. **<u>ACTION ON RESOLUTION 31-2026-</u>AMENDING THE MEMORANDUM OF UNDERSTANDING WITH NILSON HOMES ON APPLYING THE ORDER OF CONTINGENCY FOR THE POULTER POND PROJECT-AMY HUGIE, CITY ATTORNEY**

Councilmember Call made a motion to table. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

12. **<u>ACTION ON RESOLUTION 32-2026-</u>AWARDING THE BID FOR IMPROVEMENTS TO THE POND LOCATED IN THE POULTER FAMILY OPEN SPACE PRESERVE-EDWARD MIGNONE, CITY ENGINEER AND BROCK RANDALL, PARKS AND RECREATION DIRECTOR**

Councilmember Swapp made a motion to adopt resolution 32-2026 awarding Schedule A to Marathon Maintenance Inc. in the amount of $424,907.35 awarding Schedule B to Strong Excavating & Construction in the amount of $235,513.39 and awarding Schedule C to Marathon Maintenance Inc. in the amount of $114,688.30. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

13. **<u>ACTION ON RESOLUTION 33-2026-</u>FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 W/4000 S INTERSECTION PROJECT BETWEEN THE CITY AND WEBER COUNTY-EDWARD MIGNONE, CITY ENGINEER**

Councilmember Call said in section II and on the attachment its listed as 4400 S instead of 4000 S on the resolution and needed to be corrected.

Councilmember Call made a motion to adopt resolution 33-2026 noting to update those addresses in the resolution. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

14. **<u>ACTION ON RESOLUTION 34-2026-</u>SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 W 3300 S PROJECT BETWEEN THE CITY AND WEBER COUNTY-EDWARD MIGNONE, CITY ENGINEER**

Councilmember Dixon made a motion to adopt resolution 34-2026. **Councilmember Swapp** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

15. **<u>ACTION ON RESOLUTION 35-2026-</u>TERMINATION OF LEASE AGREEMENT BETWEEN JENNIFER L. FRENCH LIVING TRUST AND JAMES A. FRENCH LIVING TRUST AND THE CITY OF WEST HAVEN-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR**
Stephen Nelson said the development to the south is redeveloping and petitioned the City to use the full right-of-way and change the roadway in their development from private to public which is triggering the termination of this lease.

Councilmember Dixon made a motion to adopt resolution 35-2026. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

16. **<u>PRESENTATION-</u>CITY MANAGER QUARTERLY AUDIT REPORT-SHAWN WARNKE, CITY MANAGER**
Shawn Warnke gave a presentation on the quarterly audit report.

17. **<u>CLOSED SESSION-</u> The Council will consider a motion to enter into a closed meeting for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property; and to discuss the deployment of security personnel, devices, or systems; To be held in accordance with the provisions of Utah Code 52-4-205.**

Councilmember Call made a motion to enter into a closed session. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

Mayor Vanderwood said the closed session was used to discuss the purchase, exchange, or lease of real property and the deployment of security personnel, devices, or systems.

Councilmember Swapp made a motion to leave the closed session. **Councilmember Dixon** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

18. ADJOURNMENT

Councilmember Dixon made a motion to adjourn at 8:13 PM. **Councilmember Call** seconded the motion.

AYES:	**Councilmember Dixon, Councilmember Call, Councilmember Swapp**
NAYS:	
RECUSED:	

Emily Green

City Recorder

Date Approved:

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: September 2, 2026

SUBJECT: Amendment to the MOU between the City and Green Farms Community, LLC

The City and Green Farm Community, LLC ("Developer") entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the "MDA"), effective as of May 2, 2017, which has been amended five times. The City and Developer are collectively referred to as "Parties." Within the MDA, the City and Developer entered into an Improvement Agreement with a line of credit for the construction of Poulter Pond within the Green Farm Project. The pond's Improvement Agreement outlined a prioritized list of "add alternate" items if contingency funding remained at the end of the project.

The Parties entered into a Memorandum of Understanding, which the City Council approved with Resolution 21-2025 on April 28, 2025, and which re-prioritized how the Parties wanted the remaining contingency funds to be spent on the pond project in the Green Farm Project.

Since the adoption of Resolution 21-2025, the City has received grant funding, and for other reasons, it is proposed that the Parties amend the Memorandum of Understanding to re-prioritize how the remaining pond contingency funds will be spent at Poulter Pond.

In addition to re-prioritizing the "add-alternatives," the draft MOU addresses the following items:

- The parties agree that the Developer's remaining amount to be spent on the Pond Project is $93,941.89; and that the City's remaining amount is a 40% match to that Developer amount, which is $62,627.93

-The Parties agree that according to the MDA and its amendments, the transportation impact fees collected in the Green Farm Development were not committed to be used solely for the Green Farm Development.

-The Parties agree that all other impact fees collected as of the date of this MOU have been used in the Green Farm Development, as required by the MDA and its amendments.

-The Parties agree that the City shall manage the work being performed regarding the listed priorities. Once the work is completed, the Developer shall be notified and shall issue releases to reimburse the City according to the Developer's obligation listed above.

The Draft MOU, which is included as Attachment "A" to this Resolution, is ready for City Council's consideration.

Resolution No. <u>31-2026</u>

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND GREEN FARM COMMUNITY, LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

<u>SECTION I – RECITALS:</u>

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 regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, the City and Green Farm Community, LLC, ("Developer") entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the "MDA") effective as of May 2, 2017; and

WHEREAS, the parties amended the MDA in November 2018 (the "First Amendment"), in July 2019 (the "Second Amendment"), in September 2022 (the "Third Amendment"), in November 2023 (the "Fourth Amendment"), and in August 2024 (the "Fifth Amendment"); and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit regarding the construction of open space for Parcel C (Open Space 5) within the Green Farm project; and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit for the construction of a pond within the Green Farm project in February 2024; and

WHEREAS, the pond's Improvement Agreement outlined a prioritized list of "add alternate" items if contingency funding remained at the end of the project; and

WHEREAS, the parties have agreed that some of the funds from Parcel C (Open Space 5) should be used differently, but in the same Green Farm project; and

WHEREAS, the parties entered into a Memorandum of Understanding, which the City Council approved with Resolution 21-2025 on April 28, 2025, which re-prioritized the list for how the parties wanted the remaining contingency funds to be spent in the pond project in the Green Farm project; and

WHEREAS, at this time because of grant funding and other reasons, the parties agree that there should be an Amendment to the Memorandum of Understanding to again re-prioritize the list for how the parties would like the remaining pond contingency funds should be spent in the pond project in the Green Farm project; and

WHEREAS, the parties have agreed to outline all of their agreements in an Amendment to the Memorandum of Understanding that is attached as Attachment "A" to this Resolution; 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 Memorandum of Understanding between West Haven City and the Developer, 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 to the Memorandum of Understanding, including signing the Amendment itself and any other documents outlined in the Amendment.

3. That the Mayor is authorized to sign this Resolution.

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 2nd day of September 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 2nd day of September 2026.

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 _____

<u>ATTACHMENT "A"</u>

ATTACHMENT TO RESOLUTION NO. **31-2026**
AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN GREEN FARM COMMUNITY, LLC, AND WEST HAVEN CITY

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN GREEN FARM COMMUNITY, LLC and WEST HAVEN CITY

This Amendment to Memorandum of Understanding ("MOU") is entered into this ________ day of _________, 2026, between Green Farm Community, LLC, ("Developer") and West Haven City ("City") to memorialize the agreements between the Developer and the City regarding changing order of priority for the "add alternate" items of the pond budget if there is contingency money remaining. The Developer and the City, collectively, are the parties to this MOU.

<u>RECITALS AND PURPOSE</u>

WHEREAS, the City and Green Farm Community, LLC, ("Developer") entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the "MDA") effective as of May 2, 2017; and

WHEREAS, the parties amended the MDA in November 2018 (the "First Amendment"); again in July 2019 (the "Second Amendment"); again in September 2022 (the "Third Amendment"); again in November 2023 (the "Fourth Amendment"); and again in August 2024 (the "Fifth Amendment); and

WHEREAS, in the Third Amendment, the parties agreed to construct a pond within the Green Farm development, Open Space Area 6 (the "Pond Project"); and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit for the construction of the Pond Project within the Green Farm project in February 2024; and

WHEREAS, the Pond Project's Improvement Agreement outlined a prioritized list of "add alternate" items if contingency funding remained at the end of the project; and

WHEREAS, the parties agreed to re-prioritize the list for how the parties wanted the remaining Pond Project's contingency funds to be spent in the Pond Project in the Green Farm project; and

WHEREAS, the parties entered into a Memorandum of Understanding in May 2025, which re-prioritized the remaining Pond Project's contingency funds and how those funds should be spent in the Pond Project in the Green Farm project; and

WHEREAS, at this time, because of grant money and other funding that has become available to the City, the parties agree that there needs to be an amendment to that Memorandum of Understanding to amend the list of prioritized Pond Project's contingency funds; and

THEREFORE, THE PURPOSE of this Amendment to the Memorandum of Understanding is to memorialize the agreements of the parties, in accordance with the terms and conditions outlined in this Memorandum of Understanding.

The parties agree as follows:

1. The parties agree that the order of the priority for "add alternate" items, if contingency funding remains at the end of the Pond Project, to be amended as follows:
    - Drip line valves & lines to bank vegetation
    - Vegetation material around the pond
    - Natural seeding hydro
    - Expansion Parking
    - Concrete Sidewalk and surfaces (playground & pavilion)
    - Pavilion – $78,881 of this cost is being covered by a grant received by the City; the balance of the cost ($100,110) would be eligible for the parties' contingency money
    - Sod and Sprinklers (playground area)
    - Play structure
    - Wood fiber safety surfacing

2. The parties reaffirm that the schedule regarding how much each party shall contribute to the Pond Project, as outlined in Section 7 of the Third Amendment, is valid and what the parties have been doing. Developer shall pay 60% of the overall pond cost and the City shall pay 40% of the overall pond cost.
3. The parties agree that the Developer's remaining amount to be spent on the Pond Project is $93,941.89; and that the City's remaining amount is a 40% match to that Developer amount, which is $62,627.93. This allocation of costs (60% Developer, 40% City) shall be applied to each add alternate item. Once Developer's $93,941.89 has been spent on the add alternate items, Developer shall have no further obligation to contribute to further costs of the Pond Project or to add alternate items.
4. The parties agree that according to the MDA and its amendments, the transportation impact fees collected in the Green Farm Development were not committed to be used solely for the Green Farm Development.
5. The parties agree that all other impact fees, stormwater and park, collected as of the date of this MOU have been used in the Green Farm Development, as required by the MDA and its amendments.
6. The parties agree that the City shall manage the work being performed regarding the listed priorities. Once the work on each add alternate item for which Developer funds remain is completed, the City shall notify the Developer of such completion in writing and shall provide invoices for the completed work. Developer will have seven (7) business days upon receipt of the City's written notification to inspect that portion of the work. If Developer does not object in writing within that 7-business day period, City will prepare and submit a release request to the issuer of the letter of credit within the next 7-day business period for Developer's 60% of the invoice total to reimburse the City according to the Developer's obligation listed above.

<u>MUTUAL UNDERSTANDING AND ACKNOWLEDGMENTS</u>

1. Both parties understand and agree that this Amendment to the Memorandum of Understanding is a memorialization of an agreement between the parties and does not

create any future obligations for either party, beyond what is described in this Amendment.

2. Both parties agree that all other terms of the Memorandum of Understanding and any other of its corresponding amendments shall remain unchanged.

3. Both parties understand and agree that this Amendment does not create any other obligations between the parties.

______________________________	______________________________
West Haven City Manager	Green Farm Community, LLC
Date: ___________	Date: __________