



WEST HAVEN CITY COUNCIL AGENDA

October 19, 2022 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **October 19, 2022** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM:** COUNCIL WORKSHOP **6:00 PM:** REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCEEQNQBTFZJWGTGPHMCNCBA](https://www.youtube.com/channel/UCEEQNQBTFZJWGTGPHMCNCBA).

1. MEETING CALLED TO ORDER: Mayor Vanderwood
2. OPENING CEREMONIES
 - A. PLEDGE OF ALLEGIANCE Councilmember Call
 - B. PRAYER/MOMENT OF SILENCE Councilmember Saunders
3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a Question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.
4. UPCOMING EVENTS
 - Senior Lunch Bunch-October 26, 2022-11:30 AM
 - Howdy Hall with Mayor and Friends-October 26, 2022-5:30-6:30 PM
 - Pumpkin Walk-October 27, 2022-6:00 PM
 - Dumpster Days-October 27-29, 2022
5. COUNCIL UPDATES

AGENDA ACTION ITEMS

6. ACTION ON CONSENT AGENDA

A. SPECIAL CITY COUNCIL WORK SESSION MINUTES	MEETING HELD	October 4, 2022
B. CITY COUNCIL MINUTES	MEETING HELD	October 5, 2022
C. WEBER COUNTY TRANSFER STATION	\$24,726.34	Inv.#022-01398911-022-01409592
D. WASTE MANAGEMENT	\$30,247.65	Inv.#2090824-2682-3
E. SALT LAKE BEES	\$16,532.00	Inv.#JB217-IN
F. WEBER COUNTY SHERIFF	\$443,750.00	Inv.#40417
G. AMERICAN PAVEMENT MARKING LLC	\$50,930.46	Inv.#125499-125531
7. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)
 - A. ACTION ON ORDINANCE 28-2022-MASTER DEVELOPMENT AGREEMENT, PRELIMINARY SUBDIVISION, AND SITE PLAN APPROVAL-WEST HAVEN VILLAS SUBDIVISION-2069 W 2200 S (PARCEL NUMBER 150720011)-LEISURE VILLAS
 - B. FINAL SUBDIVISION APPROVAL-PONDEROSA SUBDIVISION-APPROX. 1930 S 1350 W (PARCEL NUMBER 150660004)-BLACK PINE
 - C. PRELIMINARY SUBDIVISION APPROVAL-PARCEL A THE VILLAGE AT GREEN FARM SUBDIVISION-APPROX. 3700 S AND 4450 W (PARCEL NUMBERS 080370238, 080370206, 080370222, 080370207, 08037020, AND 080370072)-NILSON HOMES
8. ACTION ON RESOLUTION 33-2022-LICENSE AGREEMENT BETWEEN HOOPER IRRIGATION COMPANY AND WEST HAVEN CITY-APPROX. 2700 W 2190 S
9. ADJOURNMENT

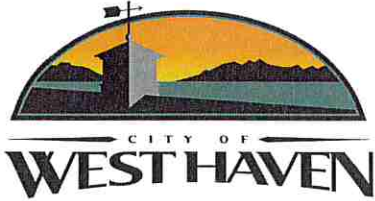
Emily Green

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
PRE-COUNCIL WORKSHOP AGENDA
HELD PRIOR TO CITY COUNCIL MEETING
WEDNESDAY OCTOBER 19, 2022**

@

5:00 PM – 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:

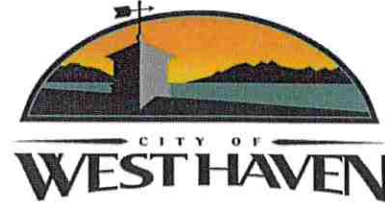
MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion-Lowering Speed Limits
2. Discussion-Purchasing Policy

STAFF REPORT

TO: City Council Members
FROM: Amy F. Hugie, City Attorney
DATE: October 10, 2022
SUBJECT: Lowering Speed Limits



The following staff report discusses the research regarding whether the City can lower speed limits.

Background

Recently, the City has had a number of complaints regarding the speed limits on certain roads within the City and whether they are too fast. The City Engineer has obtained a number of traffic reports on these different areas. The traffic reports have all shown that the current speed limits that are posted in these different areas are supported by those reports. There were questions by members of the City Council regarding if a City could lower speed limits even if the traffic reports support the current speed limit.

Analysis

The Utah State Code has several different sections of the code regarding setting speed limits.

First, Utah State Code §41-6a-603(1) states that, "A county or municipality may determine the reasonable and safe speed limit for each highway or section of highway under its jurisdiction..." In §41-6a-603(2), it states that the speed limit shall be established using the provisions of §41-6a-602(2), (3), and (5).

Second, Utah State Code §41-6a-603 establishes how a speed limit shall be set. §41-6a-602(1) references traffic engineering and safety studies and what shall be measured in those studies. However, more important to this discussion is that §41-6a-602(2) discusses that different speed limits can be set using information based on time of day, highway construction, type of vehicle, weather conditions, and other highway safety factors.

Third, Utah State Code §41-6a-601(2) sets the speeds in certain areas. These are: 20 mph in a reduced speed school zone; 25 miles per hour in any urban district; and 55 miles per hour in other locations.

Based upon these sections of the Utah State Code, it appears that if a City wishes to have a speed higher than the speeds outlined in §41-6a-601(2), that it will have to do a traffic study and be able to show why in certain instances that the higher speed would be safe and appropriate. However, it does not address a City's desire to move the speed limit back down to the standard speeds in certain areas. I believe that a City could, if it so desires, lower a speed limit from 35 to 25 in a residential area based on its safety concerns as long as those concerns are specifically outlined. This would be regardless of what a traffic study stated. The traffic study is just studying whether a faster speed would be safe and appropriate. It is already accepted by the Utah State Code §41-6a-601(2) that the outlined speeds are safe and appropriate.

CHAPTER 16

PROCUREMENT OF SUPPLIES, EQUIPMENT AND SERVICES

SECTION:

1-16-1: Statutory Authority

1-16-2: Purpose of Provisions

1-16-3: Definitions

1-16-4: Purchasing Agent

1-16-5: Department Heads To Determine Items To Be Purchased

1-16-6: Purchasing Categories And Authorization

1-16-7: Invitation For Bids Procedures

1-16-8: Construction Contracting Management

1-16-9: Use Of Request For Proposals In Lieu Of Invitation For Bids

1-16-10: Rules And Guidelines For Request For Proposals

1-16-11: Exemptions

1-16-12: Value Amounts

1-16-13: Change Orders

1-16-14: Emergency Purchases

1-16-15: Subdivision Of Purchase Prohibited

1-16-16: Interlocal Cooperation

1-16-17: Computer Hardware And Software Purchases; Additional Requirements

1-16-18: Prohibited Practices

1-16-19: Documentation And Retention Of Bids

1-16-20: Protests

1-16-1: STATUTORY AUTHORITY:

The statutory authority for enacting this chapter is Utah Code Annotated sections 10-6-122, and 10-6-121 as amended.

1-16-2: PURPOSE OF PROVISIONS:

The purpose of this chapter is to provide for the procuring of supplies, equipment or services by departments and agencies of West Haven City in a manner that promotes the best interests of the public; establishing the duties, obligations and operational procedures of the City purchasing agent and his/her assistants; including appointment procedures and the rules relating to procurement and other related functions.

1-16-3: DEFINITIONS:

DEPARTMENT HEAD: The head of any City department or elected official.

INVITATION FOR BIDS: A process of soliciting sealed written bids for goods or services after ten (10) days' notice posted in the City Hall and publicly distributed through one of the following methods: use of internet purchasing websites, the City website and/or published in a newspaper of general circulation in the City. Invitation for bids shall be opened by the purchasing agent at the time and place stated in the public notice.

LOCAL VENDOR:

- A. A business having:
 - 1. A commercial office, store, distribution center, or other place of business located within the boundaries of the City, with an intent to remain on a permanent basis;
 - 2. A current business license in the City; and
 - 3. At least one employee physically present at the local business outlet having published hours of business.
- B. The principal place of business of a local vendor may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify as constituting a local vendor in the absence of a physical local business outlet within the City.

OFFICIAL: Any City department head, agency head, or elected official making purchases on behalf of City.

OPEN MARKET: Purchasing goods or services on the open market from private vendors.

PURCHASE: The acquisition, by contract or otherwise, of goods or services, by an official on behalf of City.

PURCHASE ORDER: A City generated document that authorizes a purchase transaction. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.

PURCHASE REQUISITION: A request by a department head (or his/her authorized agent) to the purchasing agent to purchase for the requesting department supplies, equipment or services.

PURCHASING AGENCY: Any City department, other than the purchasing office, that is authorized by this chapter or its implementing regulations, or by way of delegation from the purchasing agent, to enter into contracts.

PURCHASING AGENT: The individual duly appointed and qualified to act under the direction of the City Manager to negotiate the purchase of or contract for supplies, equipment or services required by the City.

PURCHASING CARD: A credit or debit card issued by a credit card company, bank, or other financial institution and provided by the City to City employees for the purpose of making purchases on behalf of departments of the City.

REQUESTS FOR PROPOSALS: A process of soliciting goods or services through requests for proposals delivered to known responsible suppliers and publicly posted in the City Hall.

1-16-4: PURCHASING AGENT:

- A. Appointment: The City Manager may appoint with the advice and consent of the City Council, a City purchasing agent (hereinafter "purchasing agent"). The purchasing agent shall act under the direction and supervision of the City Manager, to review, coordinate, recommend, and authorize all City purchases or encumbrances as set forth in this chapter.
- B. Powers: The purchasing agent shall have the following powers:
 - 1. Work cooperatively with and assist City departments, offices and agencies to comply with the purchasing, and procurement regulations as may be established by the City council and City Manager.
 - 2. Review and approve, pursuant to the requirements outlined in section 1-16-6 of this chapter, purchase requisitions and contracts for the acquisition of supplies, equipment or services for purchases in excess of five thousand dollars (\$5,000.00).

3. Assure compliance with bidding and purchasing procedures provided in this chapter.
 4. Provide for the transfer of surplus or unused supplies and equipment between departments wherever it can be done effectively.
 5. Maintain adequate bidders' lists, vendors' catalog files, and such other records as may be necessary for efficient purchasing activities.
 6. Recommend to the City Council, under the direction of the City Manager, for adoption of such rules and regulations as may be reasonable and necessary to clarify and implement the provisions hereof, including additional procedures that may be desirable.
 7. Prescribe and update from time to time such forms as may be reasonably necessary for the implementation of this chapter, including, but not limited to, requisitions, purchase orders and bid forms.
 8. Revise requisitions or estimates of a department's requirements of supplies and contractual services as to quantity, quality, or estimated cost, whenever revision is approved by the department head and deemed to be in the best interests of the City.
- C. Delegation Of Authority: The purchasing agent may delegate in writing such authority as deemed appropriate to any employees of the office of the purchasing agent or of a purchasing agency, respectively, upon approval of the City Manager. Such delegation shall remain in effect unless modified or until revoked in writing.

1-16-5: DEPARTMENT HEADS TO DETERMINE ITEMS TO BE PURCHASED:

- A. All department heads shall determine what items shall be purchased for their respective departments. Once a determination has been made regarding the items to be purchased, and if the items to be purchased are expected to exceed five thousand dollars (\$5,000.00), the department head shall inform the purchasing agent of the items to be purchased by submitting a purchase requisition. The purchasing agent will work cooperatively with the department head to locate such items at the best available value.

1-16-6: PURCHASING CATEGORIES AND AUTHORIZATION:

- A. Purchasing Categories: The City classifies purchasing categories. These categories are based on the dollar amount and type of purchases. Each category establishes a separate purchasing limit, authorization level, and procedure.

Category	Limitation	Authorization
Small purchases	Less than \$5,000.00	Department head
Intermediate purchases	\$5,000.00 to \$50,000	Purchasing Agent
Major purchases	\$50,000.00 or more	City Council
Professional services	Less than \$10,000	City Manager
	\$10,000 or more	City Council
Change orders	\$10,000.00 or less	City Manager
	\$10,000.00 or more	City Council

- B. Purchasing Authorization:

1. Small purchases: Purchases of supplies, equipment or services less than five thousand dollars (\$5,000.00) may be made by the department head (or his/her authorized agent) on the open market. The department head (or his/her authorized agent) is responsible to check for competitive pricing for all purchases and shall retain documentation of pricing and/or proposals for each transaction for a period of thirty-six (36) months.
 2. Intermediate purchases: In cooperation with the department head, the purchasing agent shall make purchases of supplies, equipment or services between five thousand dollars (\$5,000.00) and up to fifty thousand dollars (\$50,000.00). At the option of the purchasing agent, purchases may be made following one of the following three (3) alternatives:
 - a. Request for quote; or
 - b. Invitation for bids; or
 - c. Request for proposals.Such bids shall be obtained in writing prior to the acquisition of the requested supplies, equipment or services.
 3. Major purchases: In cooperation with the department head, the purchasing agent shall prepare, review, and present recommendations to the City Manager for purchases of supplies, equipment or services in the amount of between fifty thousand dollars (\$50,000.00) and up to five hundred thousand dollars (\$500,000.00). At the option of the City Manager, purchases may be made following one of the following alternatives:
 - a. Invitation for bids; or
 - b. Request for proposals.
 4. Capital and special purchases: In cooperation with the department head, the City Manager shall prepare, review, and present recommendations to the City council for purchases exceeding the amount of five hundred thousand dollars (\$500,000.00). At the option of the City Manager, with the consultation of the council, purchases may be made following one of the following alternatives:
 - a. Invitation for bids; or
 - b. Request for proposals.
- C. Purchase Order Required: Purchase orders shall accompany all purchases with the exception of those made by use of a City-issued purchasing card.

1-16-7: INVITATION FOR BIDS PROCEDURES:

- A. Where invitation for bids is required, the lowest responsive and responsible bidder shall be determined as follows:
1. Bid Opening: Sealed bids shall be submitted as designated in the notice with the statement "Bid For (Item)" on the envelope. Bids shall be opened in public at the time and place stated in the notice. A tabulation of all bids received shall be open for public inspection during regular business hours.
 2. Rejection Of Bids: The City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed bid for any reason allowed by law, including, but not limited to, situations where the low responsive and responsible bid exceeds available funds as certified by the appropriate City officer, or when the public interest will be served thereby. Where a bid exceeds available funds and time or economic considerations preclude resolicitation of work or purchase of a reduced scope or quantity, the City may, at its sole discretion, negotiate an adjustment of the bid price, including

changes in the bid requirements, with the low responsible bidder, in order to bring the low bid within the amount of available funds.

3. Tie Bids: If two (2) or more bids received are for the same total amount from equally responsive and responsible bidders, the City may, at its sole discretion, negotiate with the tie bidders, award the bid by lot, or readvertise the bid.
4. Local Preference: If a low bid is submitted by a nonlocal vendor, the bid may be awarded to a responsive and responsible local vendor if the local vendor's bid is within five percent (5%) of the low nonlocal vendor's bid, and if the local vendor agrees, in writing, within seventy two (72) hours after notification, to meet the low bid. Such notice shall contain the exact bid submitted by the nonlocal bidder, and the City shall not enter into a contract until seventy two (72) hours have elapsed after notification to the local vendor.
5. Lowest Responsive And Responsible Bidder: In determining who is the lowest responsive and responsible bidder, in addition to price, the City may consider factors relevant to the successful operation of the City's business and the best interests of the City as a whole.

1-16-8: CONSTRUCTION CONTRACTING MANAGEMENT:

- A. Construction Manager/General Contractor Selection: Pursuant to Utah Code Annotated section 11-39-107, City may use as one method of construction contracting management a construction Manager/general contractor ("CMGC"), as defined in Utah Code Annotated section 63G-6a-103. If City elects to authorize the use of a CMGC, said CMGC may be selected through a sealed invitation for bids procedure, or sealed request for proposals in lieu of bids. If sealed proposals are used in lieu of bids, proposals shall be solicited through a request for proposals, which shall state the relative importance of price and other evaluating factors. Public notice of the request for proposals, describing the position sought and the criteria for the position, shall be given a reasonable time before the date for the opening of the bids. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
- B. Subcontracts While Using A CMGC: When entering into any subcontract that was not specifically included in the CMGC's cost proposal, the CMGC shall procure the subcontractor by using sealed invitation for bids or sealed request for proposals.
- C. Prequalification: Bidders for the position of CMGC may be required to "prequalify" by presenting their state contractor's license, performance bond and other qualifications (e.g., length of time in the business, list of jobs previously done, and written permission to contact previous employers, etc.) at the time they submit their bids.
- D. Design Build Provider: A design build provider, as defined in Utah Code Annotated section 63G-6a-103, may be used as one method of construction contracting management for a City building construction project.

1-16-9: USE OF REQUEST FOR PROPOSALS IN LIEU OF INVITATION FOR BIDS:

- A. When the purchasing agent determines in writing that the use of invitation for bids is either not practicable or not advantageous to City, a contract may be entered into by use of a request for proposals. Request for proposals may be used for the procurement of services of consultants or professionals, whether or not the determination described in this section has been made.

1-16-10: RULES AND GUIDELINES FOR REQUEST FOR PROPOSALS:

- A. Public notice of the request for proposals shall be publicly advertised through one of the following methods: use of internet purchasing websites, the City website and/or a newspaper published or of general circulation in the City at least ten (10) days before opening the proposals and shall state the date that proposals shall be submitted. This notice requirement shall not apply in instances of emergency repairs.
- B. Proposals shall be opened in public, but the contents of the proposals shall not be disclosed to competing offerors during the process of negotiation except in the case of a local vendor preference under subsection 1-16-7A4 of this chapter. The City may disclose to the public the names of those who have submitted proposals to the City.
- C. A register of proposals shall be prepared and filed in the office of the City purchasing agent, which shall be open for public inspection after the contract is awarded.
- D. The request for proposals shall state the relative importance of price and other evaluating factors, and shall state the period of time in which the submitted proposal must remain valid.
- E. Discussions may be conducted with responsible offerors who submit proposals for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
- F. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- G. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
- H. Revisions may be permitted after submissions and before the contract is awarded for the purpose of clarifying the offeror's proposal, or obtaining the best and final offers.
- I. The contract shall be awarded to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.
- J. The contract file shall contain the basis on which the award is made.

1-16-11: EXEMPTIONS:

- A. To the extent set forth herein or as otherwise required by law, the following purchases are exempt from the requirements of section 1-16-6 of this chapter:
 - 1. Contracts for the repair, alteration or construction of building improvements and public works projects, which must conform to the requirements of Utah Code Annotated section 11-39-101 et seq., as amended.
 - 2. Existing contracts for goods or services negotiated prior to enactment of this chapter.
 - 3. Contracts which by their nature are not suited to award on a competitive basis.
 - 4. Purchases that a City official determines can be made at below market cost at a public auction, closeout sale, bankruptcy sale or other similar sale.
 - 5. Exchanges with other public agencies that a City official determines can be made at a savings to the taxpayer.
 - 6. Purchases from vendors on the state of Utah purchasing office bid list or in the NAACO purchasing program.
 - 7. Purchases of supplies, equipment or services produced by Utah correctional industries.
 - 8. Purchases of goods or services approved by the City Manager as necessary to meet an emergency need.
 - 9. Joint purchase agreements with other public agencies and organizations when the City Manager determines the joint purchase agreement to be in the best interest of the City.

10. Professional service contracts for external auditor as administered through the City auditor office.

1-16-12: VALUE AMOUNTS:

- A. Value amounts used herein refer to both unit cost and combined multiple unit cost and a determination of the estimated value of supplies, equipment or services that have been requested by purchase requisition shall be made by the purchasing agent in determining the applicability of the bidding procedure after review of the pertinent purchase requisition and specifications.

1-16-13: CHANGE ORDERS:

- A. A change order form must document any change order for an approved contract. Change orders shall require the following authorizations:
 1. When a change of condition or additional work is required to continue the orderly progression of an authorized project, a change order shall be prepared by the department head directing the work to be accomplished at contract unit prices, an agreed upon lump sum price or as provided for by contract.
 2. Change orders, either singly or in aggregate, or in aggregate with adjustments in individual bid items, for less than twenty thousand dollars (\$20,000.00) or up to ten percent (10%) of the contract price, whichever is greater, and within the appropriated budget, may be authorized by the department head and the purchasing agent.
 3. Change orders, either singly, or in aggregate, or in aggregate with adjustments in individual bid items, in excess of the limits placed in subsection A2 of this section, must be preauthorized by the City Manager. However, such change orders may be approved by the department head and the purchasing agent and submitted to the City Manager for ratification under the following circumstances:
 - a. The failure to immediately issue a change order may result in significant project cost increases or an unacceptable project delay due to work stoppage or other inefficiencies; and
 - b. Funding for the change order is currently available within the appropriated budget. Additional contract work outside the scope of work as defined in the contract or in excess of the appropriated budget requires approval by the City council and a supplemental appropriation.
 4. Notwithstanding the above change order authorizations, the department head and purchasing agent may authorize emergency changes in work outside the original scope of work or in excess of the appropriated contract. For the purpose of this subsection, an emergency condition will exist if the failure to act immediately will endanger the public health, safety or welfare or will jeopardize the fiscal position of City. Such emergency action shall be reported in full to the City Manager within seventy-two (72) hours.

1-16-14: EMERGENCY PURCHASES:

- A. In certain situations, such as, but not limited to, during the declaration of an emergency, it may be necessary to make emergency purchases, which shortcut the preapprovals required for intermediate or major purchases, as outlined in this chapter. An emergency purchase may be made when there is an immediate need to acquire a particular good or service not already available to City staff. For purposes of this section, an emergency situation is one in which there is an immediate

threat to life or property or in which there is or would be a complete disruption of a vital public service. The emergency must be of such a nature and severity that the department head would be immediately notified, regardless of time of day.

- B. An emergency purchase of up to twenty thousand dollars (\$20,000.00) or less must be preapproved verbally by the appropriate department head. An emergency purchase over twenty thousand dollars (\$20,000.00) must be preapproved verbally by the department head and either the City Manager or purchasing agent. After an emergency purchase has been made, a purchase order shall be requested from and prepared by the auditor's office on the next working day. Documentation signed by the department head should include a description of the emergency.
- C. In all cases, the City Manager shall be notified within seventy-two (72) hours of any and all emergency purchases.

1-16-15: SUBDIVISION OF PURCHASE PROHIBITED:

- A. No contract or purchase shall be subdivided to avoid the requirements of this chapter.

1-16-16: INTERLOCAL COOPERATION:

- A. Wherever the public benefit can be maximized, and costs minimized by entering into joint agreements with other public agencies or organizations for the purchase or construction of any commodity, service or public work, the City shall have the power to so agree, upon approval and action by the City Manager.

1-16-17: COMPUTER HARDWARE AND SOFTWARE PURCHASES; ADDITIONAL REQUIREMENTS:

- A. To ensure compatibility with the City's existing computer and communication systems, all hardware and software purchases will be reviewed and preapproved by the Director of Information Technology.

1-16-18: PROHIBITED PRACTICES:

- A. It shall be unlawful for any officer, agent or employee of the City, or any outside party or entity dealing or seeking to deal with the City to engage in any of the following practices:
 - a. Collusion or other agreement among bidders or prospective bidders, in restraint of freedom of competition, to fix or in any way rig prices or bids. In addition, any bid tainted with such collusion shall be voidable at the option of the City.
 - b. Disclosure in advance of the opening of bids of the amount or content of one bid to another bidder or potential bidder. If the City Manager deems such disclosure sufficiently material, he shall void the bidding process and require a new advertisement or invitation for bids.
 - c. Tender or acceptance of any gratuity in the form of cash, merchandise, or other thing of value by a bidder, vendor or contractor to an officer, agent or employee of the City, whether before or after a bid opening or the execution of a contract, which could reasonably be expected to influence him/her in the performance of his/her duties or was intended as a reward for any official action on his/her part.
 - d. Purchase of supplies or equipment for the personal use of an officer, agent or employee of the City in the name of the City, whether part of a City purchase or contract or separate, and whether paid for with City funds or personal funds of the purchaser. Sole exception shall be where the item or items purchased are required parts of a worker's equipment or uniform

and necessary to the successful performance of his/her duties as a City officer or employee, although personally owned by him/her.

1-16-19: DOCUMENTATION AND RETENTION OF BIDS:

- A. Whenever the City is required by this chapter to receive bids for purchases, construction, repairs, or any other purchase requiring the expenditure of funds, the City department who is in receipt of the bids shall keep all bids received, together with proof of advertisement by publication or otherwise, for at least three (3) years following the letting of any contract pursuant to those bids or three (3) years following the first advertisement for the bids, if all bids pursuant to that advertisement are rejected.

1-16-20: PROTESTS:

- A. A person who is an actual or prospective bidder, offeror, or contractor that is aggrieved in connection with a procurement or award of a contract may protest to the City Manager as follows:
1. File a written protest with the City Manager setting forth the protestor's name, physical mailing address, e-mail address, and a concise statement of the grounds upon which the protest is made.
 2. The written protest must be received by the City Manager before the opening of bids or the closing date for proposals. However, if the person did not know and should not have known of the facts giving rise to the protest before the bid opening or the closing date for proposals, then the person must file the written protest within seven (7) calendar days after the day on which the person knows or should have known of the facts giving rise to the protest.
 3. A person who fails to timely file a written protest under this section may not bring a protest, action, or appeal challenging a solicitation or award of a contract before the City Manager, the council, a court, or any other forum.
 4. The City Manager may enter into a settlement agreement to resolve a protest.
- B. After a timely written protest is filed in accordance with subsection A of this section, the City Manager shall consider the protest and may hold a hearing on the protest.
1. The City Manager may subpoena witnesses and compel their attendance at a protest hearing.
 2. The City Manager may subpoena documents for production at a protest hearing.
 3. The rules of evidence do not apply to a protest hearing.
 4. The City Manager may allow intervention of other parties into a protest.
 5. If a hearing on a protest is held, the City Manager shall record the hearing and preserve all evidence presented at the hearing.
 6. Regardless of whether a hearing on a protest is held, the City Manager shall preserve all records and other evidence relied upon in reaching the written decision described in subsection B8 of this section.
 7. The records described in subsections B5 and B6 of this section may not be destroyed until the written decision, and any appeal of the written decision, becomes final.
 8. The City Manager shall promptly issue a written decision regarding any protest or contract controversy if it is not settled by mutual agreement. The written decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the council. The City Manager shall mail, e-mail or otherwise immediately furnish a copy of the written decision to the protestor, contractor, or prospective contractor.

9. If the City Manager does not issue the written decision regarding a protest within thirty (30) calendar days after the day on which a written request for a final decision is filed with the City Manager by the protestor, or within a longer period as may be agreed upon by the parties, the protestor, contractor or prospective contractor may proceed as if an adverse decision had been received.
 10. A decision described in subsection B8 of this section is effective until stayed or reversed on appeal.
 11. The City Manager may dismiss a protest which is not filed in accordance with the requirements of this chapter.
- C. A written appeal setting forth the grounds for the appeal must be filed with the City Council within ten (10) calendar days of the date of the written decision of the City Manager.
1. The City Council shall presume that the written decision of the City Manager is valid and determine only whether or not the decision is arbitrary or capricious.
 2. The City Council's review is limited to the City Manager's administrative record. The council may not accept or consider any evidence outside of the City Manager's administrative record.
 3. The City Council shall issue a written decision regarding any appeal.
 - a. The written decision shall state the reasons for the action taken and inform the protestor, contractor or prospective contractor of the right to appeal this final decision of the City to district court within thirty (30) calendar days of the date of the written decision.
 - b. The district court's review is limited to the council's appellate record in the determination of whether or not the council's written decision is arbitrary or capricious.



WEST HAVEN CITY SPECIAL COUNCIL WORK SESSION MEETING MINUTES

October 4, 2022 5:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

Present:	Rob Vanderwood	Mayor
	Carrie Call	Councilmember
	Ryan Saunders	Councilmember
	Nina Morse	Councilmember
	Kim Dixon	Councilmember
	Ryan Swapp	Councilmember
Staff Present:	Emily Green	City Recorder
	Matthew Jensen	City Manager
	Brock Randall	Recreation Director
	Edward Mignone	City Engineer

1. **MEETING BROUGHT TO ORDER:**

Mayor Vanderwood brought the Meeting to order at 5:01 pm. and welcomed those in attendance.

2. **PRESENTATION-CAPITAL IMPROVEMENT PLAN**

Councilmember Morse entered 5:11 PM.

Brock Randall presented the park projects in the capital improvement plan.

Matthew Jensen presented the trail projects, facility projects, and vehicles in the capital improvement plan.

Edward Mignone presented the road projects in the capital improvement plan.

3. **DISCUSSION-CAPITAL IMPROVEMENT PLAN**

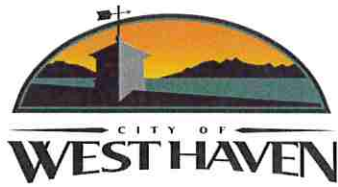
Council discussed reviewing the information and discussing it in a future meeting.

4. **ADJOURNMENT**

Councilmember Morse moved to adjourn at 7:03 PM. Councilmember Saunders seconded the motion. Councilmember Dixon, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Morse, aye; Councilmember Saunders, aye; **Vote was unanimous.**

Emily Green
City Recorder

Date Approved: _____



WEST HAVEN CITY COUNCIL MEETING MINUTES

October 5, 2022 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

Present:	Rob Vanderwood Carrie Call Ryan Saunders Kim Dixon Ryan Swapp Nina Morse	Mayor Councilmember Councilmember Councilmember Councilmember Councilmember
Staff Present:	Emily Green Matthew Jensen Amy Hugie Shari Phippen Alike Murphy	City Recorder City Manager City Attorney Community Development Director Planner I

5:00 Council Workshop

Mayor Vanderwood brought the meeting to order.

Amy went over the changes to the Nilson Homes master development agreement explaining that the requirements said they needed to provide a letter of credit but with the requirements their bank had they could not produce it by the due date, they did however escrow the money as a substitute.

Lt. Jeffries gave a presentation on the locations of the new flock cameras.

Brock Randall explained the cost of the holiday light installation.

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 6:01 pm. and welcomed those in attendance.

2. OPENING CEREMONIES

- A. Lead by Councilmember Swapp
- B. Lead by Councilmember Dixon

3. PUBLIC PRESENTATION

Sara Wynn thanked the Council for the safety flags that were put in near her home.

Andy Davis asked if there is a plan for sidewalks or passage ways for the new jr. high that is being built.

Sharon Bolos brought in a gift for each Councilmember and the Mayor from the Fremont 5 CTC prevention conference. She thanked the Mayor and Council for their budget commitment to the organization.

4. UPCOMING EVENTS

Senior Lunch Bunch-October 26, 2022-11:30 AM
Howdy Hall with Mayor and Friends-October 26, 2022-5:30-6:30 PM
Pumpkin Walk-October 27, 2022-6:00 PM
Dumpster Days-October 27-29, 2022

5. **COUNCIL UPDATES**

There were no updates at this time.

6. **ACTION ON CONSENT AGENDA**

A. CITY COUNCIL MINUTES	MEETING HELD	September 21, 2022
B. SPECIAL CITY COUNCIL MINUTES	MEETING HELD	September 15, 2022
C. STAKER PARSON	\$140,011.00	Inv.#213796-1
D. GRANITE	\$132,072.00	Inv.#232775
E. CLAUDE H NIX CONSTRUCTION	\$13,786.00	Inv.#202223WHC
F. GARDNER ENGINEERING	\$26,589.75	Inv.#0722191-0722220

Councilmember Dixon made a motion to approve the consent agenda. **Councilmember Call seconded** the motion. **Roll Call:** Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; **Vote was unanimous.**

7. **PRESENTATION-YOUTH COUNCIL-HONORING PREVIOUS MEMBERS AND SWEARING IN NEW MEMBERS**

Mayor Vanderwood presented the prior youth council members with certificates and swore in the new youth council members.

8. **PUBLIC HEARING-**For the purpose of opening the current 2022-2023 Budget to make certain adjustments.

Katie Giddens said the only change to the budget was an additional \$37,845 in the administrative wages and salaries line item.

Councilmember Dixon made a motion to enter into public hearing. **Councilmember Morse seconded** the motion. Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; Councilmember Call, aye; **Vote was unanimous.**

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Morse made a motion to enter leave public hearing. **Councilmember Call seconded** the motion. Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; Councilmember Call, aye; **Vote was unanimous.**

9. **ACTION ON PUBLIC HEARING-ACTION ON ORDINANCE 27-2022-AMENDING CURRENT 2022-2023 BUDGET**

Councilmember Morse said that she is opposed to hiring someone to do events for the city but is in favor of hiring someone for grant writing.

Councilmember Call made a motion to adopt ordinance 27-2022. **Councilmember Saunders seconded** the motion. **Roll Call:** Councilmember Dixon, aye; Councilmember Morse, nay; Councilmember Saunders, aye; Councilmember Swapp, aye; Councilmember Call, aye; **Motion passes 4:1.**

10. **ACTION ON RESOLUTION 32-2022-IMPROVEMENT AGREEMENT WITH NILSON HOMES FOR GREEN FARM OPEN SPACE IMPROVEMENTS IN AREAS 1, 2, 3, AND 4**

Councilmember Swapp asked if there was a dollar amount in the resolution.

Amy Hugie confirmed there is a break down of the costs in attachment A

Councilmember Saunders made a motion to adopt resolution 32-2022. **Councilmember Morse seconded** the motion. **Roll Call:** Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; Councilmember Call, aye; **Vote was unanimous.**

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

A. ACTION ON ORDINANCE 25-2022-REZAONE FROM OPEN SPACE TO A-1 AND R-2-SECRIST ACRES SUBDIVISION

Shari Phippen explained that this item was tabled last meeting to make some adjustments to a few properties.

Councilmember Call suggested changing parcel numbers 153920015 and 155680001 to A-1 instead of R-2.

Councilmember Call made a motion to adopt ordinance 25-2022 moving parcels 153920015 and 15568001 to A-1.

Councilmember Swapp seconded the motion. **Roll Call:** Councilmember Call, aye; Councilmember Morse, nay; Councilmember Dixon, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; **Motion passes 4:1.**

B. ACTION ON ORDINANCE 28-2022 AND PRELIMINARY SUBDIVISION APPROVAL-MASTER DEVELOPMENT AGREEMENT-WEST HAVEN VILLAS SUBDIVISION-2069 W 2200 S (PARCEL NUMBER 150720011)-LEISURE VILLAS

No one was here for this item.

Councilmember Saunders made a motion to table. **Councilmember Dixon seconded** the motion. Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; **Vote was unanimous.**

C. ACTION ON ORDINANCE 29-2022-REZONE FROM C-2 TO A-1, R-2, AND PATIO HOMES-FAIR GROVE ESTATES SUBDIVISION

Councilmember Call made a motion to adopt ordinance 29-2022. **Councilmember Swapp seconded** the motion. **Roll Call:** Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, nay; Councilmember Saunders, aye; Councilmember Swapp, aye; **Motion passes 4:1.**

D. ACTION ON ORDINANCE 30-2022-REZONE FROM GREEN-OPEN SPACE TO A-1 AND R-2-SECLUSION MEADOWS SUBDIVISION

Councilmember Morse said that she is adamantly opposed to sweeping rezones.

Councilmember Swapp made a motion to adopt ordinance 30-2022. **Councilmember Saunders seconded** the motion. **Roll Call:** Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, nay; Councilmember Saunders, aye; Councilmember Swapp, aye; **Motion passes 4:1.**

E. ACTION ON ORDINANCE 32-2022-REZONE FROM OPEN SPACE WITH CONDITIONS TO A-1 AND R-2-WINDSOR FARMS SUBDIVISION

Councilmember Call asked about the four parcels that back the park and questioned if they should be in the A-1 zone.

Shari Phippen suggested parcels 153900009 and 153900010 being changed to A-1 but the other parcels were not big enough to meet the A-1 requirements.

Councilmember Call made a motion to adopt ordinance 32-2022 changing parcels 153900009 and 153900010 to the A-1 zone. **Councilmember Dixon seconded** the motion. **Roll Call:** Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, nay; Councilmember Saunders, aye; Councilmember Swapp, aye; **Motion passes 4:1.**

F. ACTION ON ORDINANCE 31-2022-REZONE FROM OPEN SPACE TO A-1 AND R-2-SECLUSION MEADOWS

Councilmember Saunders made a motion to adopt ordinance 31-2022. **Councilmember Call seconded** the motion. **Roll Call:** Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; **Vote was unanimous.**

12. ACTION ON RESOLUTION 31-2022-INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND WEST HAVEN CITY FOR LICENSE PLATE RECOGNITION SYSTEMS-LT. JEFFRIES

Lt. Jeffries explained that this contract allows the Sheriff's Department to use the footage from the flock cameras for license plate recognition.

Councilmember Morse made a motion to adopt resolution 31-2022. **Councilmember Saunders seconded** the motion. **Roll Call:** Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Dixon, aye; **Vote was unanimous.**

13. **ACTION ON RESOLUTION 30-2022-DECLARING CERTAIN CITY PROPERTY AS SURPLUS TO ALLOW TO AUCTION OR SELL** Property as follows; desk, credenza

Councilmember Dixon made a motion to adopt resolution 30-2022. Councilmember Saunders seconded the motion. Roll Call: Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Dixon, aye; **Vote was unanimous.**

14. **ADJOURNMENT**

Councilmember Saunders moved to adjourn at 7:31 PM. Councilmember Dixon seconded the motion. Councilmember Dixon, aye; Councilmember Call, aye; Councilmember Morse, aye; Councilmember Swapp, aye; Councilmember Saunders, aye; **Vote was unanimous.**

Emily Green
City Recorder

Date Approved: _____

City Council
Staff Review Memo

September 29, 2022

Shari Phippen, Community Development Director
and Amy Hugie, City Attorney



Preliminary Plat & MDA Approval- West Haven Villas

Request: Grant approval of a preliminary plat and MDA for West Haven Villas, a 76-unit subdivision

Property Address: Approx 2050 W 2200 S

Property Zone: Patio Home (PH)

Property Size: 16.28 acres

Applicant: Leisure Villas, LLC (David Erickson)

Governing Document(s): WHZC Chapter 157.410-157.419

Decision Type: Legislative Recommendation

Staff Recommendation: See comments under “Staff Review”

Background

Leisure Villas, LLC is under contract to purchase and develop the Kosoff property located at approximately 2050 W 2200 S. The property was zoned Patio Home in August 2021 (Ordinance 31-2021).

Similar to other projects Applicant has developed, they have requested that the City permit them to construct attached patio home, sometimes referred to as “zero lot line” projects. WHZC 157.415 requires a legislative MDA for this type of project, a draft of which is prepared and included in this packet.

While subdivision approvals are typically administrative, because the Council is required to pass an ordinance adopting the MDA if there is a request for a zero lot line project, which would include a preliminary site plan/plat, it came before the Commission for a legislative recommendation and is now before the Council for a legislative decision.

Staff Review- Prelim Plat

Staff’s review of the project’s compliance with the requirements of WZCH 157.410-419 (Patio Home Ordinance) is as follows (staff comments are bolded):

§ 157.413 BUILDING LOT REQUIREMENTS.

(A) *Density.* There shall be no more than five residential units per acre contained within the boundaries of each phase of every subdivision or planned unit development; except when previously completed phases of the same development have sufficiently low density that the average is still five residential units per acre or less.

- **Developer is proposing 76 units on 16.28 acres, or 4.6 units per acre. The proposal complies with this requirement**

(B) *Lot area.* There shall be a minimum of 6,000 square feet in each lot. Corner lots shall be a minimum of 6,400 square feet.

- **157.415 waives this requirement for this type of project**

(C) *Lot width.* Minimum lot width shall be 50 feet; corner lots are 60 feet.

- **The configuration of this project provides lots which are 73x50 throughout the subdivision.**
- **A zero-lot line project makes it more difficult to have standard lot widths. I am satisfied that this configuration meets the intent of the requirement.**

§ 157.414 LOCATION OF STRUCTURES.

(A) *Dwellings.*

- (1) *Front setback.* Twenty feet from the property line to garage, 18 feet for the home;
- (2) *Side setback.* Five feet minimum on each side, except 15 feet minimum for side fronting on a street;
- (3) *Rear setback.* The rear lot line has to average 18 feet, with a minimum of 15 feet on each lot.

(B) *Detached accessory buildings and garages.*

- (1) *Front setback.* All accessory buildings must be behind the home or behind the plane of the rear wall of the home;
- (2) *Side setback.* Five feet;
- (3) *Rear setback.* Five feet; and
- (4) *Accessory dwellings.* Accessory dwelling units are not permitted in a detached accessory building or garage.

- **Zero lot-line projects are similar to townhome projects, in that ownership is of merely the building foot print, so it is difficult to implement typical setbacks and determine whether or not projects comply with setback requirements.**
- **Each group of buildings is set back at least 30' from other buildings- this exceeds the setbacks that would be in place if this were developed as a typical subdivision.**
- **They do have shared driveways which serve a dual purpose as a fire access road, given the layout of the project. Each of those is 20' wide which meets the minimum needed for fire access. Developer will be required to provide signage for the driveway/access road so that they are not used for parking, which would cause a safety hazard.**
- **As presented, it appears that the units are setback from the internal private roads a minimum of 15'.**
- **The only setback I'm concerned with is the setback with units 1-4 and 9-12. The northernmost setback puts those buildings only 15' off of 2200 South, which is heavily trafficked road.**
 - **I would recommend the Developer be required to provide *privacy* fencing of some kind along 2200 South, north of 2050 West.**

§ 157.415 ZERO LOT LINES.

(A) Developers wishing to provide attached single-level single-family homes (zero lot lines) may request a development agreement with the city which will outline the provisions under which such homes would be allowed.

(B) If a development agreement is approved allowing zero lot line projects, developer shall be required to maintain the density requirements of this zone, but shall not be required to maintain a minimum lot size for such uses.

§ 157.416 MAXIMUM STRUCTURE HEIGHT.

- (A) Dwelling or other main building shall be 25 feet. Habitable attic space is permitted over a garage area, provided the garage is still attached; and
- (B) Accessory building shall be 15 feet.
 - **Developer has been made aware that the height requirement for the dwelling units and the proposed clubhouse is 25'. This requirement has also been incorporated into the MDA.**

§ 157.417 LANDSCAPING.

- (A) (1) Landscaping and an automatic sprinkler system is to be installed with construction contract.
- (2) At least one tree is to be planted per lot (trunk size is to be a two-inch diameter or larger).
- (3) Fencing is standardized within development.
- (B) The developer shall pay a landscape cash bond of \$8,500, specifically for the landscape installation, at the time of issuance of the building permit.
- (C) (1) The normal landscape installation will be required within 30 days of the certificate of occupancy issuance.
- (2) However, when that 30-day period cannot be achieved due to the short secondary water season, the landscape shall be installed by, or prior to, the next May 15.
- (D) The entire landscape cash bond amount shall be held by the city until final completion of the required landscaping.
 - **Developer has not provided a plan for landscaping, so this cannot be evaluated at this time. It will be required prior to receiving final plat approval and prior to the MDA being signed.**

§ 157.418 OFF-STREET PARKING.

As provided in §§ [157.630](#) through [157.640](#).

- **157.631 would require a total of 48 resident parking spaces in this project. As the project proposes two-car garages for each unit, the project far exceeds the required parking by providing 152 spaces, not including driveway parking.**
- **Because the parking in front of the units is virtually non-existent, owing to the inability to park in the shared driveway/fire access, the Applicant should be required to provide guest parking.**
 - **157.633 vests the Planning Commission with the ability to adjust the number of required parking spaces if there are unique or unusual circumstances related to the project such that adjustment of the requirement is warranted.**
 - **I believe that an adjustment is warranted, for the reason listed above.**
 - **I would recommend the Commission require the Developer to provide 1 guest parking space per 4 units, in addition to the garage/individual driveway parking already shown.**
 - **The site plan shows that the Developer is proposing 28 guest parking spaces throughout the project. I am satisfied that this will be sufficient for the project.**

In addition to the above review, the Developer is working with the City Engineer on the specifics of the site design, as it relates to traffic flow, stormwater detention, road construction and other site improvements. While the internal roads are going to be private, they do still need to be designed to City standards, as do the stormwater facilities.

Staff Review MDA

Staff has drafted an MDA, based on a template which has been developed by the City Attorney, with Staff's input. The particulars of this project are noted in the Recitals section and in Agreements, Subsection 4, "Development Standards".

Staff has provided a copy to the Developer and they have tentatively agreed to the terms of the Development Standards, with one minor request. They have asked that under 4(d) "Roads", that common spaces be changed to "common areas". There is no issue with this request.

The City Attorney has reviewed the MDA and finds the form acceptable. However, based on the Staff recommendations, there would need to be additional terms added to the MDA before it could be approved.

9/20 Staff Review Updates

At the 9/14 PC meeting, Commissioners raised concerns regarding the discussion that occurred when the Kosoff property was rezoned. That action took place over the course of two meetings- the 7/28/21 meeting where the public hearing was held and the action tabled, and the 8/11 PC meeting where the matter was recommended to the Council.

During the 7/28 Commission discussion, the following were the primary issues which were raised:

- Traffic on 2200 South
 - o Steve Anderson stated that the City could require a traffic study
 - **This has been submitted**
- Connection into Seclusion Meadows
 - o Steve Anderson stated that it was the intent of this property to provide a connection
- Sound
 - o Chairman Deem stated that the City could require a sound study

There were other issues raised which have either been remedied through the property being rezoned or which are handled through the engineer's review of the site.

Below is the motion the Commission passed on 8/11 in recommending the rezone to the City Council:

Commission member Roundy made a motion to recommend approval of a rezone from open space to patio home at 2069 W 2200 S to include that with the development they will include the trail, have adequate drainage and address the sound on the East side. Commission member Wilson seconded the motion. Commission member Deem, aye; Commission member Roundy, aye; Commission member Epperson, aye; Commission member Reyna, aye; Commission member Stimpson, aye; Commission member Wilson, aye. The vote was unanimous.

Additionally, the City Engineer has completed a review of the project. The primary issues which affect or which may affect the layout of the project are:

- **Adjust guest parking to be outside of the right-of-way so that it does not prohibit pedestrian pathways**
- **Show dimensions from the garage to the shared driveway/fire access road so that it is clear cars have room to park in the driveway without blocking the shared driveway.**

There are additional engineering concerns related to the water/sewer/storm water infrastructure which the developer will be required to address with Staff prior to receiving final approval of their engineering plans. Those issues are not likely to affect the layout of the project.

Staff Recommendation for 9/28/22 Commission Meeting

There is still work to be done on the subdivision. The following items need to be addressed, independent of changes which may need to happen as a result of engineering review:

- 1- A landscaping plan needs submitted
- 2- The setback of Units 1-4 and 9-12 and their proximity to 2200 South needs addressed
- 3- The MDA should be reviewed in detail by both the Developer and the City Attorney and mutually agreeable terms be included.
- 4- Developer needs to propose a plan for how they will enforce no parking on the shared driveway/fire access road and that plan should be incorporated into the MDA.
- 5- It needs to be determined whether the Commission will require the r-o-w connection into the Dahl property (there is a connection shown into the Seclusion Meadows subdivision)

The landscaping plan may be addressed and included with the final plat/site plan.

Provided that the Commission determines that an access into the Dahl property is not necessary, then Staff's position is that the Commission should recommend preliminary approval to the City Council, subject to the following conditions which must be remedied prior to the project proceeding to Council:

- 1- **Plans shall reflect privacy fencing along 2200 South**
- 2- **The guest parking needs adjusted to be out of the right-of-way**
- 3- **The site plan should reflect distances from the garage to the shared driveway/fire access road.**
- 4- **Developer should undertake a sound study to ensure that the lots on the East end of the property are protected from adjoining non-residential uses**

If the Commission determines that the project **does** need to stub into the Dahl property, then Staff's position is that the Commission should recommend the Council deny the project and would encourage the Developer to resubmit a plan which complies with Commission/Council requirements.

Planning Commission Recommendation from 9/28/22 Meeting

At the Commission Meeting on 9/28/22, the Planning Commission discussed a number of different issues that they had with this development, including:

- 1- There were concerns regarding having four buildings together, essentially a 4-plex, and whether that type of building was what was anticipated regarding the “zero lot line” in the patio home ordinance. (As a side note, the Commission requested Staff revisit this definition and the patio home ordinance at the next Commission meeting on October 12, 2022.)
- 2- There were concerns regarding allowing these four connected buildings actually increases the density in the development. Having single family detached dwellings or even having a layout with zero lot line buildings that only shared one wall (twin home type) instead of each building sharing two walls as in the Developer’s proposal would be less dense. As a side note, the Commission did recognize that the density that the Developer was proposing was within the density parameters of the ordinance. However, having the single detached dwelling or the type that only share one wall would have the effect of less density and still be complying with the ordinance.
- 3- There were concerns from a couple of the Commissioners that those homes that backed to the larger lots seemed to be too dense versus having just single homes or even twin homes in that location. There were concerns regarding comments from the adjoining landowners at the rezone regarding this issue.
- 4- There were concerns regarding having a sound wall to separate the development from the industrial use on the one side.
- 5- There were concerns that the City was receiving no benefit in the MDA and the only benefit was to the Developer being able to build more houses. There is no trail proposed, open space, or any other benefit to the City at large.

The Planning Commission ultimately made the motion to recommend denial of the preliminary plat, site plan, and Master Development Agreement, but would be willing to look at it again if the City Council has further suggestions for the MDA. The vote was 4-2, with the two that voted against the denial wanting a totally different product than the one presented.

Staff Recommendation to City Council

The City Council has several choices in this matter. As a legal matter and based on the City’s Patio Home Ordinance, the Developer is not entitled to an approval of a zero lot line development. A Developer can request a zero lot line development by requesting a development agreement. The City may agree to a zero lot line development with a development agreement but is not required to. Also, the Developer has attempted to compare this development of patio homes with Green Farms’ patio homes. This is not the same comparison. Green Farms is a complicated development governed by a complicated MDA and its amendments and it has 70 acres of open space dedicated to the city including a pond, trails, and a community center. There has been no precedent set because of the MDA. Thus, the following choices are:

- 1- Grant approval of the preliminary plat, site plan, and master development agreement that was presented to the Planning Commission.
- 2- Table the preliminary plat, site plan, and master development agreement and give Staff direction regarding working and negotiating with the Developer regarding specific changes to all three documents.
- 3- Deny approval of the preliminary plat, site plan, and master development agreement that was presented to the Planning Commission.

ORDINANCE NO. 28-2022

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE MASTER DEVELOPMENT AGREEMENT FOR PATIO HOME DEVELOPMENT LOCATED AT APPROXIMATELY 2050 WEST 2200 SOUTH; 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 zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has reviewed a preliminary plat, site plan, and Master Development Agreement (the "Agreement") for a zero lot line patio home development for West Haven Villas located at approximately 2050 West 2200 South within West Haven City and has recommended against approval of those documents; and

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance after being reviewed and receiving a recommendation by the Planning Commission; and,

WHEREAS, upon petition, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; 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:

The Development Agreement, complete with all exhibits, by And between the City Of West Haven And West Haven Villas for a patio home development located at 2050 West 2200 South, West Haven, UT, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

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 will be invalid, inoperative or unenforceable, such invalidity will 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 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 19th day of October, 2022, and after publication or posting as required by law.

DATED this 19th day of October, 2022.

WEST HAVEN, a municipal corporation

by: _____

Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

Attachment "A"

MASTER DEVELOPMENT AGREEMENT AND ALL EXHIBITS
With West Haven Villas Regarding a Patio Home Development at Approximately 2050
West 2200 South, West Haven

DRAFT

**DEVELOPMENT AGREEMENT
WEST HAVEN VILLAS, A MASTER-PLANNED PATIO HOME COMMUNITY**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 20__ (the “Effective Date”), by and between the WEST HAVEN CITY, a Utah municipal corporation, hereinafter referred to as “City,” and LEISURE VILLAS, a Utah limited liability company, hereinafter referred to as “Developer.” The City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

A. WHEREAS, Developer is the owner of approximately 16.28 acres of land located within the West Haven City as is more particularly described with a legal description on EXHIBIT A, attached hereto and incorporated herein by reference (the “Property”); and

B. WHEREAS, on August 18, 2021, the City Council adopted Ordinance 31-2021, which changed the zoning of the Property to Patio Homes; and

C. WHEREAS, Developer has proposed a site plan, see EXHIBIT B; and

D. WHEREAS, Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City’s general plan, zoning regulations, and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below; and

E. WHEREAS, development of the Property pursuant to this Agreement is acknowledged by the parties to be consistent with Land Use Development Management Act of the Utah State Code (“LUDMA”) and the Zoning Ordinance and to operate to the benefit of the City, Developer, and the general public; and

F. WHEREAS, the City Council has reviewed this Agreement, including all exhibits, and determined that it is consistent with LUDMA, the Zoning Ordinance, and development of the Property; and

G. WHEREAS, the City Council accepted Developer’s proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Weber County Recorder; and

H. WHEREAS, the City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City; and

I. WHEREAS, the City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement

with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances; and

J. WHEREAS, this Agreement is consistent with the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations; and

K. WHEREAS, all preliminary and final plats within the Property are subject to and shall conform with this Agreement, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations; and

L. WHEREAS, the Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement; and

M. WHEREAS, the Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102; and

N. WHEREAS, the Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Patio Home zone, (ii) all other features as generally shown on the Site plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the attached Site plan in EXHIBIT B as permitted by the aforementioned zoning designations for the Property.

- a. "Material deviations" are defined as any deviation that affects the density, amount of open space, or unit type that is shown on the Site plan.
- b. A Developer may request a material deviation, but it can only be approved in writing by the City Council after those deviations have been reviewed and received a recommendation by the City Planning Commission.

- c. The City Council is not required to approve material deviations and can deny the request.

3. Governing Standards. The Site plan and this Agreement including all exhibits (together the “Approval Documents”) establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Approval Documents. All Developer submittals must comply with the Approval Documents. Non-material variations to the Site plan, such as exact building locations, location of local roadways, exact locations of open space, and parking may be varied by the Developer with Planning Commission approval. Such variations, however, shall in no way change the maximum density, use, intensity, and amount and type of open space of the development of the Project.

4. Development Standards. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

- a. Guaranteed Density and Uses. City specifically acknowledges that at build-out Developer shall be entitled to a total overall density of **76 patio homes**. All dwelling units in the Project are to be single-family, owner-occupied. No dwelling unit in the Project may be used for a short-term rental.
- b. Amenities. Developer shall construct a clubhouse for the exclusive use of the Project.
- c. Parking. In addition to two-car garages for each dwelling unit, Developer shall provide 2 off-street parking spaces per unit, as well as 1 off-street guest parking spot per 4 units.
- d. Roads. Roads within the Project shall be constructed to City standards but shall be owned and maintained by Developer and any HOA which Developer may set up for the operation and maintenance of common spaces in the Project.
 - i. City standards include any requirements for road design and maintenance which may be imposed by the Weber Fire District, or their designee.
- e. Phasing. If the Developer chooses to phase the project, Developer shall provide the City with a site plan and table showing how the project will be phased and how many units will be in each phase.
- f. Height Maximum. In accordance with the Patio Home zone, all dwelling units and other buildings on the Project may be constructed to a height no greater than 25’.
- g. Setbacks. The City recognizes that Developer is proposing attached patio homes, sometimes referred to as zero lot line patio homes. In consideration of this, and in accordance with provisions of the Patio Home ordinance, City agrees to waive required interior side setbacks, as well as rear setbacks. Project setbacks shall be in accordance with the attached site plan, and shall be calculated from the edge of the nearest right-of-way.

- h. Impact and Building Permit Fees. Impact fees and building permit fees shall be calculated and charged based on the fees in effect at the time the Developer is issued a building permit for any unit or group of units.

5. Construction Standards and Requirements. All construction on the Property, at the direction of the Developer, shall be conducted and completed in accordance with the City Ordinances and Design Standards, including, but not limited to infrastructure construction, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements, and all other zoning requirements.

- a. The City shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the City's standards and as shown on the approved construction drawings.
- b. Unless otherwise specifically approved by the City Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and City standards, City shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the City. City shall not be responsible for maintenance of any private road within the Project.

6. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, Developer and its agents shall be permitted to extract and process the natural materials located on the Project, such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the Property and other locations outside the Property. No extraction, processing, or other form of mining activity shall occur on the Property unless the party desiring to conduct such activity has, prior to the commencement of such activity, obtained all necessary permits and approvals from City.

7. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

- i. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with

future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

- a) Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;
 - b) Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - c) Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 - d) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated.
 - e) Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 - f) Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date.

8. Default. A "Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due.

9. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts, or failure to act (which list is not all inclusive) shall constitute a Default by Developer, for which City may elect to terminate the Agreement in accordance with the section above:

- a. the filing of a petition in bankruptcy by Developer;
- b. foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances;
- c. The Developer's failure to comply with the requirements of this Development Agreement; or
- d. Developer's failure, without good cause as determined in good faith by City, for a period of two (2) years to commence construction of improvements in any new development phase or new Development Parcel.

Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

10. Notice of Default. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.

- a. Contents of the Notice of Default. The Notice of Default shall:
 - i. Specific Claim. Specify the claimed event of Default;
 - ii. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in Default;
 - iii. Materiality. Identify why the Default is claimed to be material; and
 - iv. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- b. Meet and Confer and Mediation. Upon the issuance of a Notice of Default the parties shall engage in "Meet and Confer" and Mediation processes as follows:
 - i. Meet and Confer Regarding Defaults. The City and Developer shall meet within fifteen (15) business days of a Notice of Default to resolve the issue(s) specified in the Notice of Default. If the parties cannot resolve the issue(s), the parties shall participate in mediation as outlined below.
 - ii. Mediation of Defaults.

(a) Mediation Process.

- (1) If the City and Developer are unable to resolve an issue regarding Default, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute.
- (2) If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator.
- (3) Developer shall pay the fees of the chosen mediator.
- (4) The chosen mediator shall, within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.
- (5) If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

- c. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:
- i. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
 - ii. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
 - iii. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project.
- d. Public Meeting. Before any remedy in Section 17(c) may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.
- e. Emergency Defaults. Anything in this Agreement notwithstanding, if the City Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default

would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 17(c) without the requirements of Sections 17(b). The City shall give Notice to Developer of any public meeting at which an emergency Default is to be considered, and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

- f. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days, then the City may extend such cure period to a different time period as long as the defaulting party is pursuing a cure with reasonable diligence. If the City decides to extend the cure period, then the City shall designate what that extended time period is.
- g. Limitation on Recovery for Default- No Damages. Anything in this Agreement notwithstanding, no party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or the City shall be that of specific performance.

11. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing, emailed to the Developer and also shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Address:

Phone:

Email:

To the City:

West Haven City

12. General Term and Conditions.

- a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

- c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.
- e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.
- h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith.
- i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah. The parties stipulate that jurisdiction lies with the Second District Court in Ogden, Utah, or the Utah District Federal Court.
- j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities

shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

- k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license, or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license, or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.
- l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.
- m. Termination.
 - i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Weber County Recorder within two (2) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.
 - ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

13. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the written consent of the City Council as provided herein:

- a. Notice. Developer shall give Notice to the City Council of any proposed assignment and provide such information regarding the proposed assignee that the City Council may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released

from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

- c. Grounds for Denying Assignment. The City Council may only withhold its consent if the City Council is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

14. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

15. 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.

16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; acts of nature; federal governmental restrictions, regulations, or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay, or stoppage.

18. Amendment. This Agreement may be amended only in writing signed by the City Council and the Developer hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

WEST HAVEN CITY

ATTEST:

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public
Residing at:

EXHIBIT A
Legal Description Parcel

PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 40 RODS WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE WEST 40 RODS, THENCE SOUTH 1282.90 FEET, MORE OR LESS, TO THE NORTH LINE OF THE LAYTON CANAL, THENCE FIVE COURSES ALONG SAID LINE AS FOLLOWS: NORTH 71°17' EAST 330.8 FEET, NORTH 44°33' EAST 45 FEET, NORTH 36°11' EAST 440.2 FEET, NORTH 29°59' EAST 33 FEET AND NORTH 23°58' EAST 113.4 FEET TO A POINT SOUTH OF BEGINNING, THENCE NORTH TO THE PLACE OF BEGINNING. SUBJECT TO RIGHT OF WAY FOR COUNTY ROAD ALONG THE NORTH LINE THEREOF.

EXHIBIT B
Site Plan

SUBDIVISION APPLICATION

SUBDIVISION NAME WEST HAVEN VILLAS
LOCATION 2200 to 2069 West PARCEL # 150720011
NO. OF LOTS 76 ZONE PATIO HOME
APPLICANTS NAME LEISURE VILLAS

PHASES	
PHASE 1	NO. OF LOTS <u>76</u>
PHASE 2	NO. OF LOTS _____
PHASE 3	NO. OF LOTS _____
PHASE 4	NO. OF LOTS _____
PHASE 5	NO. OF LOTS _____

N/A	Received	N/A	Received	Letters of acknowledgment/approval/conditions from
	<u>PRELIMINARY</u>		<u>FINAL</u>	
☒	Affidavit of Understanding and Acceptance of Fees	☒	☐	Secondary Water Company
		☒	☐	Culinary Water Company
		☐	☐	Fire District
		☐	☐	All other items required by City Planner

<u>Planning Commission preliminary action</u> ☐ Approved ☒ Denied Date <u>9/28/22</u>	<u>Scheduled for Planning Commission Agenda</u> <u>8/10/22</u>
<u>City Council preliminary action</u> ☐ Approved ☐ Denied Date _____	Conditions: _____ _____ _____ _____ _____
<u>Planning Commission final action</u> ☐ Approved ☐ Denied Date _____	
<u>City Council final action</u> ☐ Approved ☐ Denied Date _____	

ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA.



Leisure Villas

55+ Senior Community

West Haven Villas Project Overview



LEISURE VILLAS 55+ COMMUNITY

Project Overview

Leisure Villas, the largest developer of 55+ communities along the Wasatch front, is excited to bring one of our quality communities to the West Haven area. We are proposing a rezone to allow the development of approximately 16.3 acres along 2200 South at approximately 2050 West. The project will consist of 76 homes, at a density of just 4.6 units per acre, and will be a senior restricted community.



The success of our previous communities designed for empty-nesters has demonstrated the demand in our area for quality housing alternatives for active retirees.

Within a few years the number of senior citizens in Utah will surpass the number of teens in the state. Responsible City leaders recognize that over the next twenty years the number of people over the age of 55 will double, creating an ever-increasing need for quality housing alternatives for seniors.

One of the primary goals of the General Plan is to anticipate the housing needs of the City into the future. This proposed development is centered around the lifestyle today's retirees are seeking.

The impact on City infrastructure will be less in many respects than a low density development because the average occupancy of the homes will be around half that of a typical neighborhood, at around 1.7 residents per home.

The roads throughout the community will be private. The traffic generated by the development will be much less than a typical subdivision, because of the low number of residents and the fact that typically, seniors do not drive as frequently as others.





This 55 + development will feature many superb private amenities, including a large clubhouse with exercise facility, a big-screen theater, and a spacious swimming pool. It will also showcase abundant landscaping and open space. Sales prices should range between the \$500's to \$600's.

As with previous Leisure Villas developments, the common areas and amenities will be overseen by a Homeowners' Association, and the community will be managed and maintained by a professional property management company.



The zero-lot-line, owner-occupied single-family 55 + community will consist of 19 buildings containing 4 rambler style attached homes clustered in a unique pinwheel design and one duplex building. The buildings will feature a mix of cultured stone or brick and stucco with hardie elements. The homes are designed to meet the particular needs of aging residents and comply with both Fair Housing Accessibility regulations and Americans with Disabilities Act guidelines.

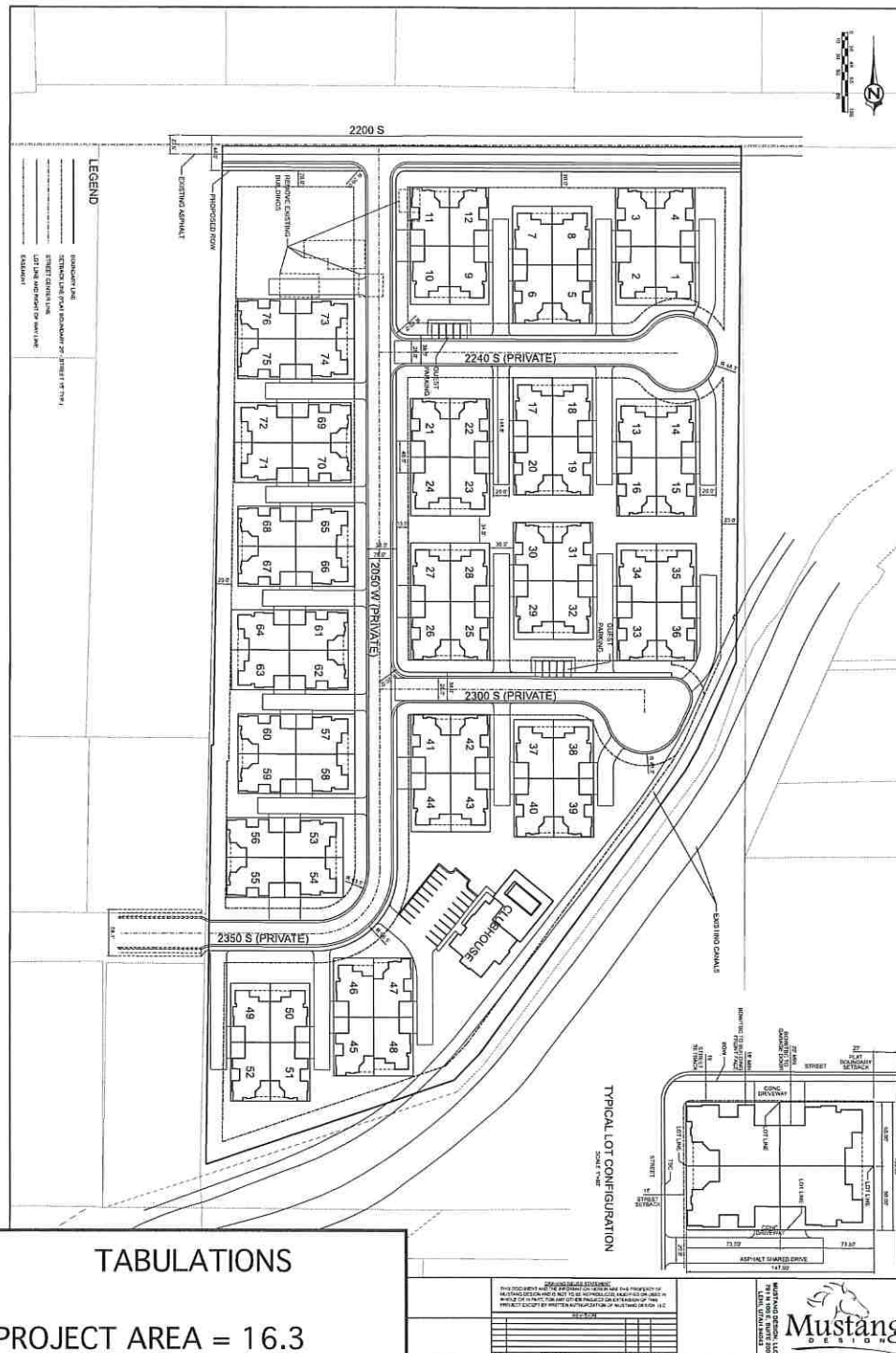
The homeowners in our developments are almost all retired and are quiet neighbors. Many have considerable wealth, but are looking to downsize. They want to avoid stairs and eliminate yard care and home maintenance. They are looking for the security and peace of mind that living in an active adult development with people of similar age and interests provides.

To date Leisure Villas has built or is in the process of developing over 2000 homes in twenty active adult communities. Currently, we have four communities under construction or in development. We have a proven track record of delivering unique, high quality, reasonably priced, carefree living options to active seniors.





Site Plan



TABULATIONS

PROJECT AREA = 16.3
ACRES
NUMBER OF LOTS = 76
DENSITY= 4.6 DU PER ACRE



Overall View





What is a "Patio Home" and is this proposed development in compliance with the Patio Home ordinance?

As stated in 31.01

*The purpose of the Patio Home Zone is to **provide an acceptable housing style for single family "empty nest" type housing that is a sustainable quality product within West Haven City. To provide for areas in appropriate locations where quiet residential neighborhoods may be established and protected.***



Patio Home Definitions

While there is no definitive definition of what a patio home is, most definitions have several characteristics in common.

1. Typically attached to other homes
2. Typically one or 1.5 story high
3. Typically managed by a community home owners association.
4. Maintenance typically performed by a professional maintenance company.



What is a patio home? Well, it's *not* a house with a porch out front. **What defines a patio home is that it's attached to *other* patio homes**, making it similar architecturally to townhomes or condos—only in miniature.



A **patio home** or **cluster home** is an American house in a suburban setting. It can be a small, freestanding structure very close to the neighbor **or part of a unit of several houses attached to each other, typically with shared walls between units, and with exterior maintenance and landscaping provided through an association fee.**

Bankrate

Patio homes are known by many names, including **cluster homes, courtyard homes, carriage homes, and garden homes. They're attached to other patio homes similar to a townhouse or condominium.** However, unlike a townhouse or some condos, patio homes typically have just one story. Some designs may feature an additional half-story of space that may be used as a loft or extra bedroom, but it's not a full second floor of living space.



First things first: Don't let the name fool you. A patio home may or may not actually have a patio. Rather, **a patio home is defined by its architectural style and location to neighboring homes. The key characteristic is that a patio home has at least one shared wall between your home and another home. Also, patio homes typically are not higher than one-and-a-half stories.**



Yes, zero lot line attached homes are a permitted type of home under the patio home ordinance.

And so are other styles, including single family detached and duplex styles. There is a place for many styles in the market. The important thing is to allow designs in both floorplans and community layout and amenities that ***provide and encourage an "empty nester" lifestyle.***

What are some advantages to Leisure Villas "zero lot line attached home" design?

There are many advantages to an attached zero lot line design.

- Much greater open space and separation of buildings than a traditional single family detached or duplex design would allow.
- Clustering homes in groups provides a more aesthetically appealing appearance to the whole community
- Our style provides the same density while appearing much less dense. In this community of 76 homes, if the homes were detached there would be 76 packed in like sardines right next to their neighbor. If they were designed as duplexes there would be 38 buildings, but to service the homes the project would necessarily be filled with roads. Our design only contains 19 buildings, with half of the homes hidden behind the homes fronting the street, so it appears as one drives through the community the same as 19 duplexes.

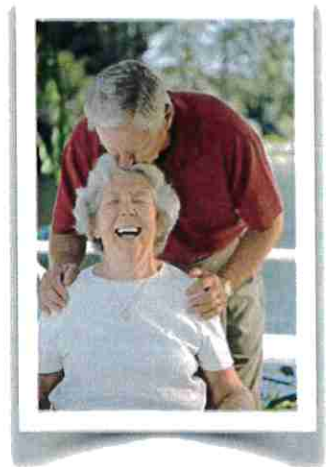




How can the City promote a quality empty nest lifestyle housing type?

Begin by recognizing that not every retiree wants the same thing. Understand that promoting a quality Lifestyle is the most important component in creating a quality empty nester community.

- Some retirees want a small detached home on a small lot
- Some want a small private back yard.
- Some want basements.
- Some want room for a shop to tinker in.
- Others are trying to eliminate all yardcare and other maintenance headaches and want real community amenities rather than yards.
- Some are starting to experience health care challenges and want to eliminate stairs because they can't get up and down stairs like when they were younger.
- Some are in wheelchairs and need easier accessibility.
- Some are looking for a community that provides a sense of community with others of a similar age and background.



- Our buyers do not want a yard to maintain. They do not want a basement. They have had those things.
- They want a quality home comfortably designed for two while being able to accommodate large family gatherings.
- They want a community with real and substantial amenities to enjoy which enhance and add value to the lifestyle they are seeking.
- Now they want to socialize with others of similar interests and have lots of parties with others their own age.
- They want to workout in the community gym or watch a movie with their grandkids in the community theater or have fun with them at the pool.
- They may want to join a community club or take water aerobics classes or learn to quilt.
- They like knowing they can lock their front door and come back in two months or two years and the home will be maintained as well as when they left it.

Most of all we have found that our residents have realized it's time to enjoy the lifestyle they have been working for all their lives. Like our tagline says....

"Relax, you've earned it!"

Home Descriptions

Leisure Villas' success has been due in part to our focus on developing home designs which are in line with current design and market trends and which fit the needs of today's active seniors.

Our homeowners are looking for comfortable, open floor plans, with private courtyards and flexible options. They are seeking impressive designs which fit their carefree lifestyles and changing physical needs.



Our homes will feature the following:

- All designs will be single story and provide 2-car garages, except for homes which feature a bonus room option
- All designs will have spacious, open designs with vaulted ceilings.
- All homes will feature creative "bump-outs" and consistent roof pitches.
- All homes will have a private enclosed courtyard. Some also have porches.
- All exteriors will feature a mix of stucco and cultured stone or brick.
- All homes will be wheelchair accessible.
- Home sizes will range from approximately 1650 to 2700 square feet.

Individual residences are constructed using proven and copyrighted architectural designs. The layouts and features have been extremely well received in the local market.



The architecture combines four homes, each with attached double-car garages in a unique pinwheel zero lot line configuration. Each front door faces a different direction, which gives the structure the appearance of a large single-family home from all four sides. Having the units attached with the garages between them virtually eliminates sound transmission from other homes.

Leisure Villas warrants the quality and workmanship of all homes for one year after the sale.

About the Developer

Leisure Villas specializes in developing 55+ Communities along the Wasatch Front. In fact no other builder in our market has more experience in delivering quality, high-end communities for people 55+.

We have developed communities in West Valley, Springville, West Jordan, Lehi, Syracuse, Pleasant Grove, Herriman, Vineyard, North Logan, and North Ogden. Our newest developments are under construction in Tooele and South Jordan. Our communities are quiet, upscale, well kept, and they promote housing diversity in their neighborhoods. They also offer good value and creative features designed to meet the needs of active Seniors seeking a more carefree lifestyle.

Since our founding in the year 2000 Leisure Villas has focused exclusively on meeting the housing needs of empty-nesters. We are now working on our twentieth project totaling over 2000 homes, all designed specifically for active Seniors.

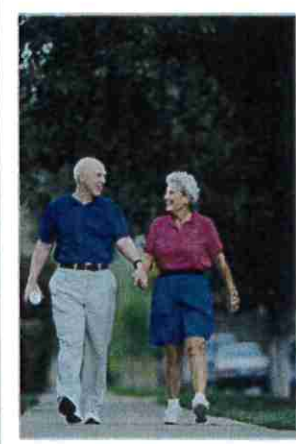




What is an "Empty Nester"?

Webster defines an empty nester as "a parent whose children have grown up and moved away from home."

Our typical homebuyer falls into one of three categories:



- Active retirees whose kids have finally moved out of the house, and who are looking for a more carefree living option which will allow them more freedom to downsize, travel, perhaps get a place in Saint George all while still keeping a home near their kids, grandkids, and friends.



- Those retirees who are starting to face some physical challenges such as walking up and down stairs, or who are tired of yard care and maintaining the outside of their home.

- Widows and other single active adults who find in our communities a terrific opportunity to develop new friendships in an environment with others of similar age and interests. They are looking for the security and peace of mind that living in a private development provides.

Common Characteristics of our Homeowners:

Active Seniors: Our developments are designed for active seniors, showcasing amenities that fit their lifestyle and home designs anticipating future needs.

Wealthy and Stable: 50% of our residents purchase their home with cash. 80% of our homeowners expect this to be their last home purchase.

Empty Nesters: 97% of our residents are occupied by one (38%) or two (59%) people. Only 3% of residents have others (children, nursing aides, etc.) living with them. They are active retirees who are looking for a comfortable residence in a community with others who share similar interests.

Mobility and Access: Five to ten percent of our residents use wheelchairs, with many more purchasing in our communities anticipating future mobility issues.



Facts regarding Seniors

- Every single day in America 10,000 people turn 65.
- 75 Million Baby Boomers were born between 1946 and 1964 – They are now the core of our communities.
- Most Seniors want to stay in their current community. Our developments provide an opportunity for these folks to continue to reside in the community they have given so much to.
- Seniors remain our primary market because their numbers are skyrocketing. In the year 2000 there were 34.7 million seniors in the United States. By 2025 there will be 62 million.
- Seniors give a great deal to the community but require very little in return.
- Our homes have only half the number of occupants single-family homes have. Meaning equal tax revenue for the city with half the impact.
- Our communities are low impact with regards to traffic volume. Residents in our communities typically avoid driving during peak hours and with less than half the cars of a typical subdivision, generate about 48% as much traffic as residents of traditional neighborhoods.
- The community's HOA contracts out landscape services and exterior maintenance.
- Our 55+ communities generate lower than typical strain on municipal facilities and services and they don't typically have children in the school system.
- The senior demographic has the lowest crime rates of any demographic segment, and seniors are not typically demanding users of the City parks and recreation services.
- As a demographic segment, they are the largest donators of time and money to charitable causes and organizations.
- 70 percent of Seniors are mortgage free.



Description of Amenities

Our Leisure Villas communities feature a substantial amenity package designed for Seniors.

The clubhouse will include a large lounge area, pool table, and kitchenette for group activities. It will also have a fully equipped fitness center, large movie theater with stadium seating, business office and library area.

Behind the Clubhouse will be a large swimming pool with a barbecue and patio area.

The architecture and design of the clubhouse will blend with and complement the neighborhood style and materials used on the residences.





Updated Designs

With this new community we will be incorporating four different designs which will provide a broad range of square footage, from 1650 to 2700 sq. ft.

We will also offer a bonus room option over the garage which fits within the existing roof structure and will not face out over the neighboring subdivision.

prospective buyers and current homeowners.

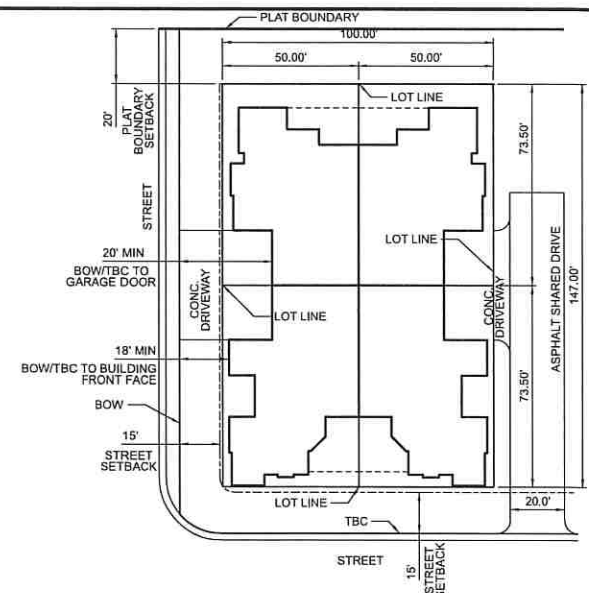
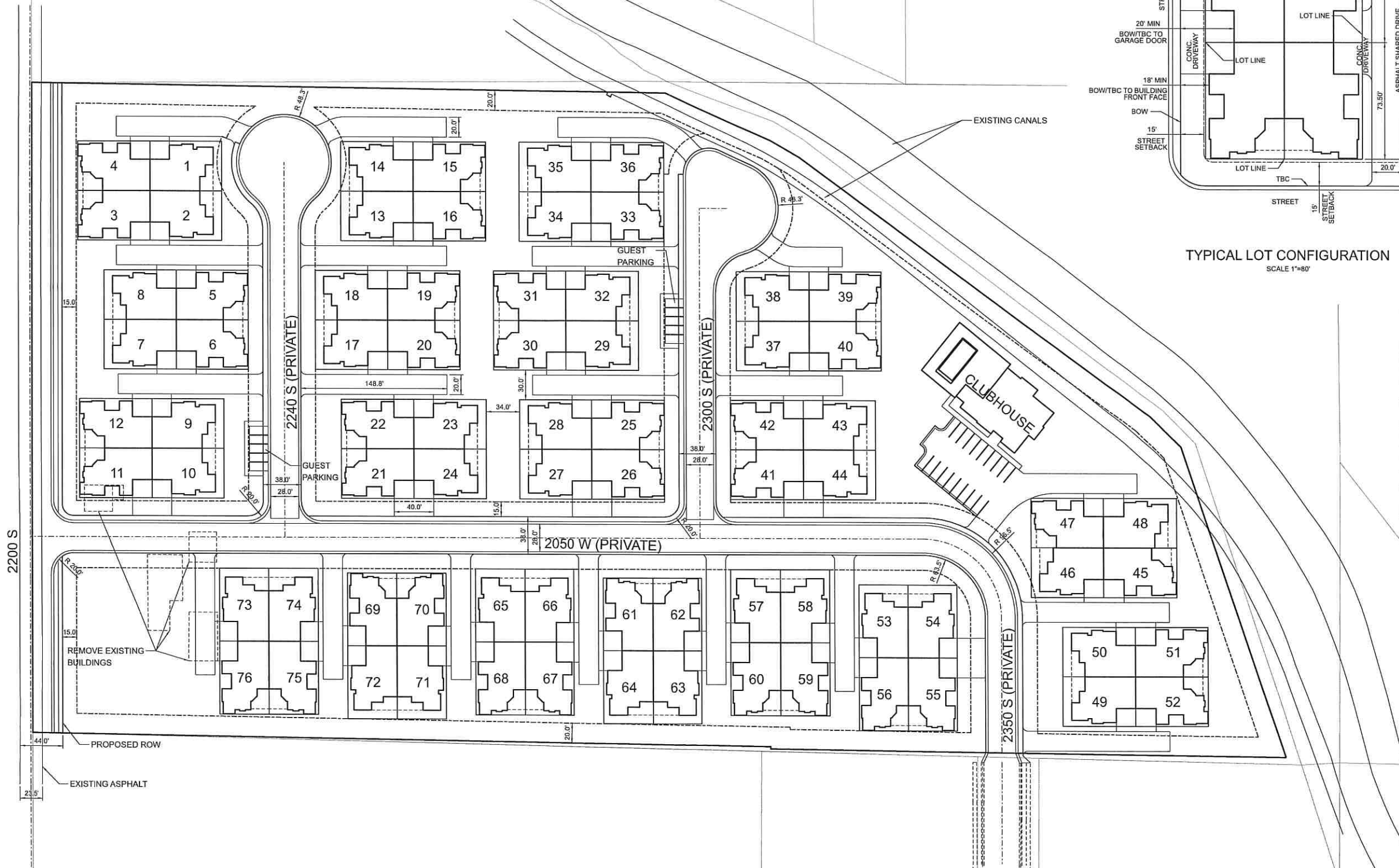
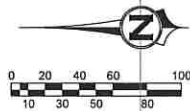
Through our extensive experience dealing with this specific market niche, we are confident that no other local builder has a better understanding of those housing design elements, features, and amenities that are important to the majority of today's active seniors.



The homes will be spacious, open and bright, and feature lots of storage space, and will be directed towards a slightly higher-end market than some of our previous communities.

These new designs were developed through the input of hundreds of





TYPICAL LOT CONFIGURATION
SCALE 1"=80'

LEGEND	
	BOUNDARY LINE
	SETBACK LINE (PLAT BOUNDARY 20' - STREET 15' TYP.)
	STREET CENTER LINE
	LOT LINE AND RIGHT OF WAY LINE
	EASEMENT

Mustang
DESIGN

MUSTANG DESIGN, LLC
791 N 100 E, SUITE 200
LEHI, UTAH 84043

DRAWING REUSE STATEMENT			
THIS DOCUMENT AND THE INFORMATION HEREIN ARE THE PROPERTY OF MUSTANG DESIGN, LLC. IT IS NOT TO BE REPRODUCED, MODIFIED OR USED IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF MUSTANG DESIGN, LLC.			
NO.	DESCRIPTION	BY	DATE

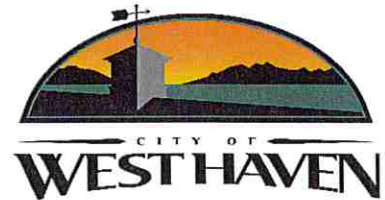
WEST HAVEN VILLAS
SITE PLAN
AN ACTIVE SENIOR COMMUNITY
2069 WEST 2200 SOUTH
WEST HAVEN, UTAH

PROJ. #:	2022001
CAD FILE:	2022001SP01.dgn
DRAWN BY:	PSJ
DESIGN BY:	PSJ
CHECKED BY:	MJ
SCALE OF SHEET	1"=50'
HOR SCALE:	1"=50'
VER SCALE:	1"=50'
SHEET	SP01
OF	1

City Council
Staff Review Memo

October 13, 2022

Alika Murphy, City Planner I
Shari Phippen, Community Development Director



Final Plat Approval- Ponderosa Subdivision

Request: To grant approval of a final plat for a 1-lot commercial subdivision

Property Address: Approx 1930 S 1350 W

Property Zone: Mixed-Use

Property Size: 4.57 acres

Applicant: BlackPine (Ben Neff, Daniel Stephens, Spencer Stephens, Dallin Curriden)

Governing Document(s): WHZC Chapter 157

Decision Type: Administrative

Staff Recommendation: See comments under "Staff Review"

Background

The applicant is presenting a 1-lot commercial property final subdivision plat located at approximately 1930 S 1350 W. They are taking the north part of Parcel# 15-066-0004 to create this 1-lot subdivision that will be developed accordingly with the Mixed-Use requirements.

The preliminary plat was previously presented to the Council and was granted approval. Because this is a lot split and no site improvements are being done at this time, it should have been presented for preliminary and final approval, but was not, owing to a staff oversight. No changes have occurred since the preliminary plat was approved.

At the 10/12/22 Planning Commission meeting, the Commission unanimously recommended that the Council grant approval of the final plat.

Staff Review

The applicant has not presented a site plan at this time but will be required to do so and follow the process prior to any site development, including preparing a traffic impact study. As far as the zoning goes mixed-use allows for development including residential and commercial:

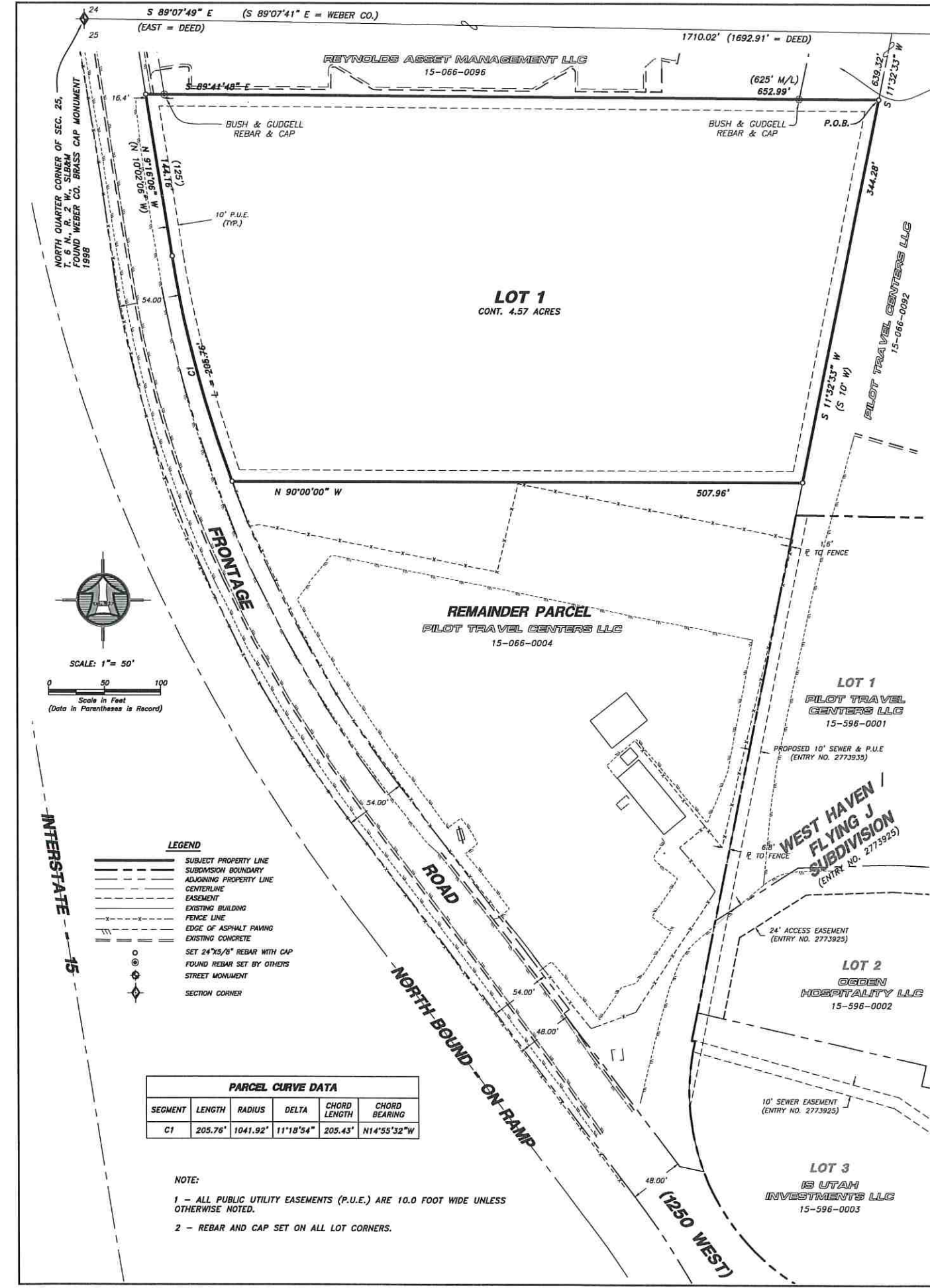
§ 157.310 PURPOSE; DEFINITION.

(A) (1) The Mixed Use Zone is characterized as a pedestrian-friendly Zone made up of developments which are required to contain two or more of the following elements: commercial, residential, open space, recreational, cultural, and institutional uses.

(2) To wit, the Zone may include:

- (a) Areas of mandatory commercial overlays as designated on the general plan map;
- (b) Developments with combined commercial and residential uses, such as a corner store with house attached, a main floor home business with a residence above it, or first-floor commercial suites with residences above, and the like;
- (c) Walkable commercial opportunities within the district which allow residents to walk to, rather than drive to, those businesses;
- (d) Higher density multiple-family residential buffers between Commercial, Industrial, or Manufacturing Zones and lower density residential areas as appropriate;
- (e) A mix of different housing types and densities, including single-family homes, townhomes, apartments, and affordable housing units;
- (f) The preservation of open space through the use of clustering in residential and non-residential developments;
- (g) Neighborhood and regional parks, and other recreational features (trails excluded);
- (h) Community cultural facilities, such as community centers and facilities for the arts; and
- (i) Institutional uses such as libraries, educational institutions, religious facilities, or public buildings.

Based on compliance with the standards for the zone, **it is Staff's position that the Commission recommend Council grant approval of the final plat.**



PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	205.76'	1041.92'	11°18'54"	205.43'	N14°55'32"W

NOTE:
1 - ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.0 FOOT WIDE UNLESS OTHERWISE NOTED.
2 - REBAR AND CAP SET ON ALL LOT CORNERS.

PONDEROSA SUBDIVISION

WEST HAVEN, WEBER COUNTY, UTAH
A PART OF THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN.
JULY 2022

WEST HAVEN CITY ATTORNEY

I HAVE EXAMINED THIS SUBDIVISION PLAT AND IN MY
OPINION IT CONFORMS WITH THE CITY ORDINANCE
APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.
SIGNED THIS ____ DAY OF _____, 2022.

CITY ATTORNEY

WEST HAVEN ENGINEER

I HEREBY CERTIFY THAT I APPROVE THE REQUIRED IMPROVEMENT
STANDARDS AND DRAWINGS FOR THIS SUBDIVISION AND THE
AMOUNT OF FINANCIAL GUARANTEE FOR THESE IMPROVEMENTS.
SIGNED THIS ____ DAY OF _____, 2022.

SIGNATURE

WEST HAVEN PLANNING COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY
APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION ON
THE ____ DAY OF _____, 2022.

CHAIRMAN, WEST HAVEN PLANNING COMMISSION

WEST HAVEN CITY ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE DEDICATION
AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS THEREON ARE
HEREBY ACCEPTED BY THE WEST HAVEN CITY COUNCIL.
SIGNED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS OF THE ONE LOT
SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY JARED HADLEY FOR
TRIAD DEVELOPMENT. THE CONTROL USED WAS ENTRY NO.'S 2773935 & 903978 AND ROSA'S 2112 &
4267 ALONG WITH THE EXISTING WEBER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 25, T6N,
R2W, SL&M.

THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 25 WHICH BEARS
SOUTH 89°07'49" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.



HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hai-es.net
Brigham City Ogden Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272
Celebrating over 60 Years of Business

DEVELOPER:
TRIAD LAND DEVELOPMENT
JARED HADLEY
(801) 710-2718

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND
SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL
ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND I HAVE COMPLETED A SURVEY OF
THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-1 AND HAVE
VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT,
AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO ONE (1) LOT, KNOWN HEREFTER AS
PONDEROSA SUBDIVISION IN WEBER COUNTY, UTAH, AND HAS BEEN CORRECTLY DRAWN TO THE
DESIGNATED SCALE AND IS TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED
LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE
WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME OR UNDER MY
SUPERVISION ON THE GROUND, I FURTHER HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL
APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY CONCERNING ZONING REQUIREMENTS
REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 2022.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENSE NO. 11386802



SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST OF
THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT DESCRIBED OF RECORD AS EAST 1692.91 FEET AND SOUTH 10° WEST
663.90 FEET MORE OR LESS FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF
SAID SECTION 25, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF P C THOMAS
INVESTMENT COMPANY LLC AND ALSO BEING THE INTERSECTION OF THE WESTERLY LINE OF PILOT
TRAVEL CENTERS LLC PROPERTY, TAX ID NO. 15-066-0092 AND THE NORTHERLY PROJECTION
OF THE WEST LINE OF WEST HAVEN PILOT / FLYING J SUBDIVISION, RECORDED AS ENTRY NO.
2773935 LOCATED 1710.02 FEET SOUTH 89°07'49" EAST AND 639.32 FEET SOUTH 11°32'33"
WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 25;

RUNNING THENCE SOUTH 11°32'33" WEST (SOUTH 10° WEST BY RECORD) 344.28 FEET ALONG
THE WESTERLY LINE OF SAID PILOT TRAVEL CENTERS LLC PROPERTY, ALSO BEING ALONG SAID
NORTHERLY PROJECTION; THENCE NORTH 90°00'00" WEST 507.96 FEET TO A POINT DESCRIBED
IN ENTRY NO. 903978, RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE AS BEING 14.00
FEET EASTERLY OF THE EAST LINE OF AN EXISTING 40 FOOT WIDE FRONTAGE ROAD; THENCE
14.00 FEET EASTERLY CONCENTRIC AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE THE
FOLLOWING TWO (2) COURSES: (1) NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF A
1041.92 FOOT RADIUS CURVE, A DISTANCE OF 205.76 FEET, CHORD BEARS NORTH 14°55'32"
WEST 205.43 FEET, HAVING A CENTRAL ANGLE OF 11°18'54"; AND (2) NORTH 09°16'06" WEST
144.16 FEET (NORTH 10°02'06" WEST 125 FEET BY RECORD) TO A POINT ON THE WESTERLY
PROJECTION OF THE SOUTH LINE OF REYNOLDS ASSET MANAGEMENT LLC PROPERTY, TAX ID NO.
15-066-0096; THENCE SOUTH 89°41'48" EAST 652.99 FEET (625 FEET MORE OR LESS BY
RECORD) ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING 4.57 ACRES.

OWNER'S DEDICATION AND CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE
DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO A LOT AS
SHOWN AND DESCRIBED HEREON AND NAME SAID TRACT PONDEROSA SUBDIVISION AND HEREBY
DEDICATE, GRANT AND CONVEY TO WEST HAVEN CITY, WEBER COUNTY, UTAH, ALL THOSE
PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY
AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION,
MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE
AUTHORIZED BY WEST HAVEN CITY. WE HEREBY DECLARE THE PLAT NOTES SHOWN HEREON TO
BE EFFECTIVE AND BINDING.

IN WITNESS WE HAVE HERE UNTO SET OUR SIGNATURE THIS ____ DAY OF _____, 2022.

PILOT TRAVEL CENTERS LLC

BY: DAVID A. CLOTHIER
AUTHORIZED REPRESENTATIVE

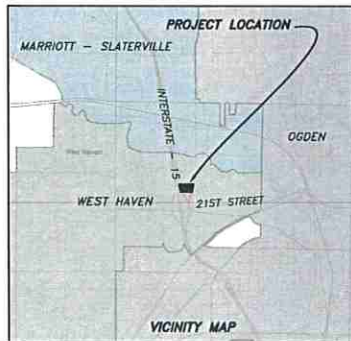
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME,
DAVID A. CLOTHIER, WHO BEING BY ME DULY SWORN DID SAY AND ACKNOWLEDGE THAT HE IS
AN AUTHORIZED REPRESENTATIVE OF PILOT TRAVEL CENTERS, A DELAWARE LIMITED LIABILITY
COMPANY ("LLC"), WHICH LLC IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND
EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED REPRESENTATIVE OF THE LLC, AND
THAT SAID AUTHORIZATION TO SIGN ON BEHALF OF THE LLC CAME PURSUANT TO A RESOLUTION
OF THE MANAGERS, THE CERTIFICATE OF ORGANIZATION, AND/OR THE OPERATING AGREEMENT OF
THE LLC.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



WEBER COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND
RECORDED _____
IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
FOR _____

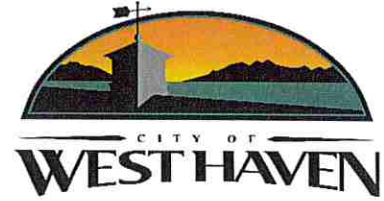
COUNTY RECORDER

BY: _____
DEPUTY

City Council
Staff Review Memo

October 13, 2022

Shari Phippen, Community Development Director



Preliminary Plat- The Village @ Green Farm

Request: Grant approval of a preliminary plat for 94 townhomes as part of the Green Farm MDA

Property Address: Approx. 3675 S 4600 W

Property Zone: Mixed Use (Subject to MDA)

Property Size: 18 Acres

Applicant: Nilson Homes (Brian Bayles)

Governing Document(s): Green Farm MDA

Decision Type: Administrative

Staff Recommendation: See comments under "Staff Review"

Background

Green Farm is subject to an MDA, most recently amended by the City Council on October 5, 2022. As part of that MDA, the project will have no more than 497 total dwelling units. There will be a variety of residential unit types- patio homes, single-family homes, townhomes, attached patio homes, etc. The MDA vests the developer with the right to arrange the homes on the property as land conditions warrant, so long as the total number of allowed units is not exceeded.

A portion of the amended MDA requires that with each new phase submitted for approval, Nilson Homes provide the City with a table of phases and total number of housing units which have been constructed or approved. The table was provided by the developer on 10/13 and is shown here:

Parcel Number	Acres	% Total Acres	Base Density	Max Density	Approved to Date	Pending to Date	Available Density	Units per Acre
A	17.54	6%	97	129		94	35	5.36
B	3.80	1%	35	47	27		20	7.11
C	49.65	18%	108	165	165		0	3.32
D	25.63	9%	44	67	41		26	1.60
E	43.24	16%	152	202	158		44	3.65
F	22.67	8%	90	117		50	67	2.21
G	5.00	2%	10	14			14	
H	4.99	2%	10	11	11		0	2.21
I	30.00	11%	60	60			60	
OS	70.00	26%						
Total	272.50	100%	606	812	402	144	60	

Regarding Parcel I on the above table, it is the Favero property which has not yet been acquired. I have reviewed the table and found it to be consistent with my records and with the MDA.

This phase proposes to construct 94 townhomes. The second amendment to the Green Farm MDA (Exhibit C, Table 1) sets the density of this phase at ranging between 97-129 units. This plat complies with that requirement.

It should be clearly noted that the MDA allows Nilson to construct townhomes as part of the project, but there is no requirement that the townhomes all be owner-occupied. They may choose to have a variety of ownership and occupancy situations in the townhomes.

The MDA is somewhat silent on how many spaces of guest parking they are required to provide. In addition to 4 off-street parking spaces per unit that they have provided (2 car garages, 2 in the driveway), they have provided 59 guest parking spaces, or just over 1 guest space per 2 units. Staff is comfortable with the number of guest parking spaces proposed.

The developer has proposed that all of the roads except for 3675 South (which will connect to 4700 West) be owned and maintained by the Green Farm HOA and has indicated on the plat that they will be private roads.

The commercial portion of this phase meets the requirement of the MDA. At the time the commercial property develops, they will be required to come in and have a site plan/design review and approval, separate from the approval of the preliminary plat.

At their 10/12/22 meeting, the Commission unanimously recommended approval of the preliminary plat. **As the preliminary plat is compliant in all material respects with the MDA, it is Staff's position that it should be approved by the Council.**

TOWNHOMES SUBDIVISION APPLICATION

4150 S 3900 W

WEST HAVEN, UT 84401

PHONE 801-731-4519



SUDIVISION NAME The Village at Green Farm

LOCATION 3700 S 4450 W, West Haven UT PARCEL # 08-037-0238, 09-037-0206, 08-037-0222, 08-037-0207, 08-037-0126, 08-037-0072

NO. OF LOTS 94 NO. OF BUILDINGS 16 ZONE Mixed Use

Applicants Name Jake Jones

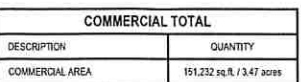
JJ Please initial to indicate that you have received a copy of the site plan requirements and Chapter 28

ADDITIONAL PHASES		
PHASE 1	NO. OF BUILDINGS <u>7</u>	NUMBER OF PARKING <u>173</u> PERCENTAGE OF LANDSCAPING <u> </u>
PHASE 2	NO. OF BUILDINGS <u>9</u>	NUMBER OF PARKING <u>262</u> PERCENTAGE OF LANDSCAPING <u> </u>
PHASE 3	NO. OF BUILDINGS <u> </u>	NUMBER OF PARKING <u> </u> PERCENTAGE OF LANDSCAPING <u> </u>
PHASE 4	NO. OF BUILDINGS <u> </u>	NUMBER OF PARKING <u> </u> PERCENTAGE OF LANDSCAPING <u> </u>
PHASE 5	NO. OF BUILDINGS <u> </u>	NUMBER OF PARKING <u> </u> PERCENTAGE OF LANDSCAPING <u> </u>

<u>Planning Commission preliminary action</u> ☒ Approved ☐ Denied Date <u>10/12/22</u>	Scheduled for Planning Commission Agenda
<u>City Council preliminary action</u> ☐ Approved ☐ Denied Date <u> </u>	Conditions:
<u>Planning Commission final action</u> ☐ Approved ☐ Denied Date <u> </u>	
<u>City Council final action</u> ☐ Approved ☐ Denied Date <u> </u>	

N/A	Received	N/A	Received	Letters of acknowledgment/approval/conditions from
				<u>PRELIMINARY</u>
☐	☐			Affidavit of Understanding and Acceptance of Fees
		☐	☐	Secondary Water Company
		☐	☐	Culinary Water Company
		☐	☐	Fire District
		☐	☐	All other items required by City Planner
				<u>FINAL</u>

ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA.



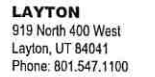


CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.



HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ: 1 inch = 60 ft.



SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NILON HOMES
5617 SOUTH 1475 EAST
SOUTH OGDEN, UT 84403
CONTACT:
MARK STAPLES
PHONE: 801-392-8100

THE VILLAGE AT GREEN FARMS
PARCEL A
3700 SOUTH 4450 WEST
WEST HAVEN, UTAH

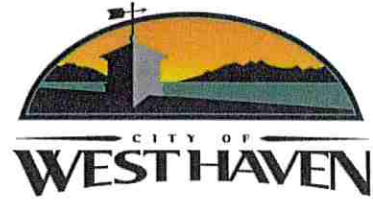
PARCEL A
PRELIMINARY
UTILITY PLAN

PROJECT NUMBER 9479	PRINT DATE 6/7/22
DRAWN BY MELMER	CHECKED BY C.PRESTON
PROJECT MANAGER C.PRESTON	

2 OF 2

STAFF REPORT

TO: Matt Jensen
FROM: Ed Mignone, City Engineer
DATE: October 3, 2022
SUBJECT: 2700 W Stormwater Siphon Under Hooper Canal
License Agreement between WH City and Hooper Irrigation Company



Background

As you know, prior to either of us joining the City, the City was advised of several issues of concern raised by the Hooper Irrigation Company (HIC). Several of these items were based on long-standing conditions relating to discharge of stormwater from City facilities directly or indirectly to various locations along the Hooper Canal.

One of more immediate concern to HIC was the existence of a connection from one of the City's catch basins collecting drainage on 2700 W direct to the Hooper Canal. With the construction of the new junior high school, in addition to significant upstream residential development, HIC is concerned that there will be degradation of existing stormwater runoff quality and greater negative impact to downstream canal users.

To rectify this situation, a siphon must be constructed under the Hooper Canal so that the catch basin can discharge to the City slough. The City proposed a conceptual design which HIC approved. The City has prepared design plans and specifications with the expectation that the project could be bid this fall and construction started and completed before the start of the 2023 irrigation season.

As with the City's other HIC-related project, drainage improvements to Painter Lane, HIC requires the City to enter into a license agreement for this proposed project. Based on discussions with HIC, there is no escrow or bonding required of the City.

This issue and proposed project were discussed during the FY23 budget preparation and Council approved funding for this budget year.

Recommended Action

Completing this project is in the best interest of the City and Staff recommends that the Council approve the City to enter into a license agreement with HIC for the construction of a stormwater siphon under the Hooper Canal to remove a long-standing discharge to the Canal (subject to the review and approval of the City Attorney).

In the interest of having this project completed during the current irrigation off-season, it is expected that the HIC Board will be considering approving this license agreement at their October 2022 meeting.

EJM/ejm

cc: Emily Green, via email
Amy Hugie, via email

Attachment: License Agreement between Hooper Irrigation Company and WHC

Resolution No. 33-2022

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE
LICENSE AGREEMENT BETWEEN HOOPER IRRIGATION COMPANY AND THE
CITY; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND THE
CITY MANAGER TO SIGN THE LICENSE 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; and,

WHEREAS, the City Council wishes to enter into a License Agreement with Hooper Irrigation Company (hereinafter "Company") in order to be able to perform work within the Company's easement that is necessary for the City's storm drain line; and,

WHEREAS, the City and the Company have negotiated the License Agreement that is attached as Attachment "A" to this Resolution to outline their agreement and understanding; and

WHEREAS, the City now desires to adopt that License 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 License Agreement between Company and the 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 effect this Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Resolution adopting the Agreement.

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 19th day of October, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of October, 2022.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

City Recorder

ATTACHMENT "A"

License Agreement
between Hooper Irrigation Company and West Haven City

DRAFT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (hereafter "Agreement") made this ____ day of _____, 20____, between the Hooper Irrigation Company, (hereafter "Licensor"), and _____, individually, or collectively (hereafter "Licensee").

RECITALS

- A. Licensor owns, leases, operates, possesses, or has other rights in certain real property on, near, and around real property, irrigation corridors, easements, ditches, water lines, pipelines, head gates, water diversion devices, or other water delivery appurtenances.
- B. Licensee is desirous of acquiring the approval of Licensor to perform construction activities, at its' sole cost and expense, upon, across, over, under, through or otherwise affecting real property in which Licensor has an interest (hereafter "Project Works").
- C. Licensee desires to obtain a license to construct its' Project Works by utilizing a portion of the Licensor's real property in a manner and location described herein that will not interfere or be incompatible with Licensor's use of its' real property.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Licensor hereby grants to the Licensee, upon the terms provided herein, a license as described herein:

- 1. **PURPOSE:** Install siphon under the Hooper Canal for existing 24" storm drain that currently discharges into the canal.
- 2. **DURATION:** Construction will occur during the winter and be completed prior to April 1, 2023.
Use of the storm drain siphon will be perpetual.
- 3. **LOCATION:** Project is approximately 2700 West 2190 South
- 4. **PLANS, DRAWINGS, MAPS**, if applicable (attached hereto and incorporated herein):
- 5. **FEES:** All fees shall be paid in full before the license is granted and before any construction activities shall commence.

A. License Application	\$	<u>00.00</u>
B. Engineering Inspection	\$	<u>00.00</u>
C. Site Visit(s)	\$	<u>00.00</u>
Total Escrow Amount	\$	<u>00.00</u>

- 6. WORK STANDARD.** The Licensee shall perform all work, construction, and other services under this Agreement in accordance with general construction standards, the plans, drawings, or maps attached hereto, and in a manner satisfactory to the Licensee.
- 7. RIGHTS RESERVED.** The Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of Licensor. Licensor shall at all times maintain its' jurisdiction and supervision over the Licensee on the affected real property. This is a non-exclusive license and the Licensor reserves the right to issue additional licenses or permits for uses of the real property involved in the License Agreement. Licensor also reserves the right to convey, transfer, or assign, in whole or in part, its' real property interests, rights, easements, or rights of way. Licensor reserves the right to assess its' real property at all times during the license period and for any reason it deems reasonably appropriate.
- 8. INDEMNITY AND HOLD HARMLESS.**
- A. The Licensor, its' officers, agents, employees, and assigns do not assume any liability resulting from the granting of this license or the exercise thereof and Licensee agrees to indemnify and hold Licensor, its' officers, agents, employees, and assigns harmless from injury or damage to any persons or property that may result from the exercise of any of the privileges or rights herein conferred.
 - B. The Licensee further agrees that Licensor, its' officers, agents, employees, and assigns shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights herein conferred; nor shall anything contained in this Agreement be constructed as in any manner limiting other reservations in favor of the Licensor contained in this License Agreement.
- 9. RELEASE FROM LIABILITY.** The Licensee hereby releases Licensor, its' officers, employees, agents, and assigns, from liability for any and all claims, loss, or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of its' Project Works upon said real property.
- 10. EXTRAORDINARY MAINTENANCE OR REPAIR COST.** The Licensee agrees that if the maintenance or repair of any or all pipelines, head gates, water delivery devices, structures, facilities, ditches, canals, or other appurtenances located on or affecting Licensor's real property should be made more expensive by reason of the existence of Licensee's Project Works, or its' improvements, works, or actions thereon, Licensee will pay the Licensor, its' agents or assigns, the full amount of such additional expense, cost, and/or fees within thirty (30) days of receipt of such notice.

- 11. LICENSEE TO DEFEND TITLE.** Licensee shall defend Licensor from and against any and all claims or actions which affects Licensor's rights or Licensee's use of the Project Works under this License Agreement, provided Licensor promptly tenders such defense prior to the time an answer is due in the proceedings.
- 12. INTERFERENCE PROHIBITING.** The Licensee shall use, and maintain all facilities, equipment, Project Works, and other devices with due care to avoid damage to or obstruction of Licensor's real property and or appurtenances, the irrigation and drainage facilities, or other structures of the Licensor, or any interference in any way with the operation and maintenance of the same.
- 13. TERM OF LICENSE-TERMINATION.** The Licensor, at its' option, may terminate this Agreement for nonuse of the licensed lands by the Licensee for a period of two (2) continuous years. In any event this license shall expire by limitation at the end of the period recited in paragraph 2 above. All rights granted to the Licensee under this Agreement are subject to termination upon failure of Licensee to comply with the terms of this Agreement. In the event the Licensee extends the construction activities for the Project Works beyond the deadline, the Licensee will pay the Licensor the amount of \$1000.00 per day until the construction activities have been fully completed. MJ Initials.
- 14. BOND.** The Licensee shall place the sum of \$ 00.00 into an escrow account with a mutually agreed escrow company to guarantee Licensee's performance of its obligations and duties hereunder, and to pay any damages that Licensor may suffer during or after the license period. The Licensee is responsible for providing receipt of the escrow funds to Licensor before any construction on the Project Works may commence. The funds shall be paid to Licensor upon default of Licensee, or in the event Licensee shall cause damage to Licensor. If no damage has been caused by Licensee to Licensor, Licensee has paid all fees hereunder, and Licensee has strictly complied with all the terms hereunder, Licensee shall receive the remainder of the escrow funds at the end of the license period upon written request to Licensor by Licensee within thirty (30) days of the expiration of the license period.
- 15. REMOVAL OF PROJECT WORKS AND FACILITES.** Licensor, its' agents or assigns, may determine if the License's facilities must be removed upon termination of this license. If Licensor, its agents, or assigns, determine that the facility must be removed, removal will be made by Licensee within thirty (30) days after termination of the license, and the site will be restored as nearly as practicable to its original condition. Removal of the facilities and restoration of the site will be at the sole expense of the Licensee.

16. ASSIGNMENT OR TRANSFER. This License shall not be transferable or assignable by the Licensee without prior written consent of the Licensor.

17. SUCCESSORS IN INTEREST OBLIGATED. This Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. NO WARRANTY. Licensor makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein. Licensee may need to acquire additional license or possessory rights from other persons and it shall be the sole duty of Licensee to investigate and seek out persons with other rights affected by Licensee's proposed Project Works and/or actions.

19. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and Local laws and regulations pertaining to erosion control, pollution control, and environmental protection. Licensee shall indemnify and hold Licensor harmless from any and all liability associated with Licensee's Project Works and/or actions.

20. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

A. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Project Works. Except where clearing is required from permanent structures, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment upon Licensor's real property, easements, and rights-of-way, shall be performed, by Licensee, in a manner to prevent damage to grazing lands, crops, or property.

B. Upon completion of construction activities, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, erosion controlled, and otherwise corrected as directed by the Licensor at the Licensee's sole expense.

21. SPECIAL PROVISIONS. The Special Provisions, attached hereto are hereby made part of this Agreement the same as if they had been expressly set forth herein.

22. CANAL SEASON. Licensee agrees that the water delivered by the Licensor across its' real property and in other appurtenances is of significant importance to Licensor and its' customers, shareholders, and others for the irrigation of agricultural and horticultural crops, plants, animals, and related material. In the event that construction activities being performed by

Licensee, its' agents or assigns, is performed during the water season (March through October) and an emergency shutoff has to be exercised by reducing or stopping the flow of irrigation water in the canal or other water appurtenances, the Licensee shall be solely responsible for any and all crop damage, livestock losses, and all related damage caused by reduced or eliminated irrigation water. Initials MJ

23. AUTHORITY . If Licensee is a corporation, partnership trust, estate, limited liability company, or other entity, the person executing this Agreement on its' behalf warrants his or her authority to do so and to bind Licensee.

24. PROJECT PLANS AND SPECIFICATIONS PREPARED BY:

Gardner Engineering

IN WITNESS WHEREOF the parties hereby affix their duly authorized signatures granted by their Board of Directors.

LICENSEE:

By: Matt Jensen

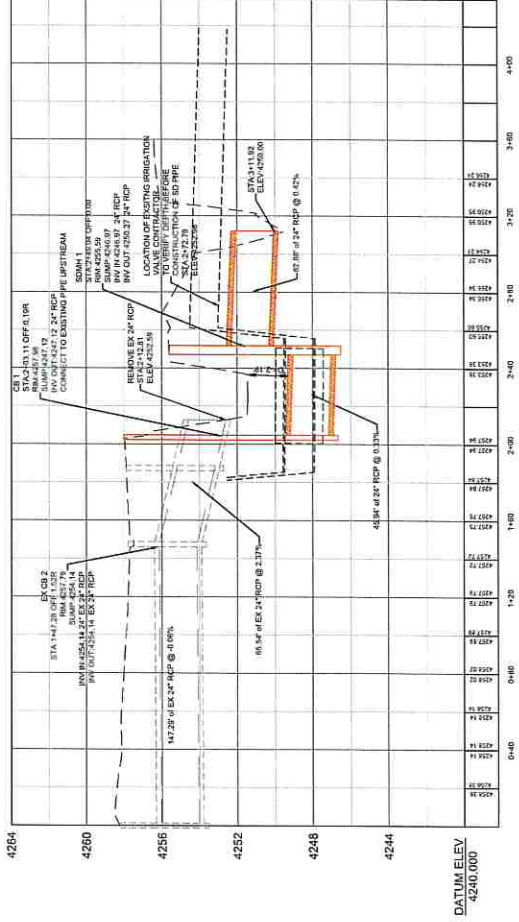
Its: City Manager

**LICENSOR:
HOOPER IRRIGATION COMPANY**

By: Theo G Cox
Its: President

By: Michelle Pinkston
Its: Secretary

2700 WEST HOOPER CANAL SIPHON



GARDNER ENGINEERING
CIVIL & LAND PLANNING
OFFICE: 801.476.0202 FAX: 801.476.0008
1150 SOUTH 1250 EAST COTTENDEN, UT

2700 WEST HOOPER CANAL SIPHON
2700 W 2190 SOUTH
WEST HAVEN, COUNTY, UTAH

DATE: _____
DESCRIPTION: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: 1" = 20'

- KEY NOTES**
- 1 EXISTING CURB AND GUTTER
 - 2 EXISTING POWER POLE
 - 3 EXISTING HOOPER CANAL HEADWALL
 - 4 EXISTING CATCH BASIN
 - 5 EXISTING IRRIGATION VALVE
 - 6 EXISTING IRRIGATION ARRIVAL VALVE
 - 7 EXISTING 18" SECONDARY WATER LINE
 - 8 EXISTING FENCE
 - 9 PROPOSED 14" CATCH BASIN
 - 10 PROPOSED 12" SDMH
 - 11 PROPOSED 14" RCP

