WEST HAVEN CITY
COUNCIL AGENDA

WEDNESDAY, MAY 15, 2024 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON May 15, 2024 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. WATCH LIVE AT HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCEEQNQBTFZJWTGOPHMCNCBA.

5:00 Council Workshop – In City Council Chambers
NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: **MAYOR VANDERWOOD**

REPORTS AND DISCUSSION AS FOLLOWS:

1. **DISCUSSION-COUNCIL UPDATES**
2. **DISCUSSION-RENTAL POLICY FOR COMMUNITY CENTER AND PREVEDEL PARK**
3. **DISCUSSION-REVIEW OF POSSIBLE RAMP GRANT PROJECTS**
4. **DISCUSSION-COMMUNITY COMMITTEES**
5. **DISCUSSION-INFORMATION FROM UTAH LEAGUE OF CITIES AND TOWNS TRAINING**
6. **DISCUSSION-CANCELLING THE JUNE 5, 2024 CITY COUNCIL MEETING**

6:00 PM REGULAR CITY COUNCIL MEETING

1. **MEETING CALLED TO ORDER-MAYOR VANDERWOOD**
2. **OPENING CEREMONIES**
   - A. **PLEDGE OF ALLEGIANCE-COUNCILMEMBER DIXON**
   - B. **PRAYER/MOMENT OF SILENCE-COUNCILMEMBER MORSE**
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**
   Prevedel Park Ribbon Cutting Ceremony-May 17, 2024-6:00 PM
   Possible City Council Meeting Cancelled-June 5, 2024
   Queen Contest-June 11, 2024-4:00 PM
   Special City Council Meeting-June 13, 2024-4:00 PM
   West Haven Days-June 17-22, 2024
   City Council Meeting Cancelled-June 19, 2024
   Art Festival-September 21, 2024
5. **COUNCIL UPDATES**

AGENDA ACTION ITEMS

6. **ACTION ON CONSENT AGENDA**

A. SPECIAL BUDGET WORK SESSION MINUTES-MEETING HELD-APRIL 23, 2024

B. CITY COUNCIL MINUTES-MEETING HELD-MAY 1, 2024

7. PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE AMENDING CITY CODE REGARDING TELECOMMUNICATION FACILITY FRANCHISE REQUIREMENTS

8. ACTION ON PUBLIC HEARING-ACTION ON ORDINANCE 13-2024-AN ORDINANCE AMENDING CITY CODE REGARDING TELECOMMUNICATIONS FACILITY FRANCHISE REQUIREMENTS

9. PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE REGARDING COMMUNITY COMMITTEES

10. ACTION ON PUBLIC HEARING-ACTION ON ORDINANCE 14-2024-AN ORDINANCE REGARDING COMMUNITY COMMITTEES

11. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)

A. ACTION ON ORDINANCE 15-2024-AMEND THE ACCESSORY BUILDING ORDINANCE

B. ACTION ON ORDINANCE 16-2024-AMENDMENT TO THE MIXED USE ZONING ORDINANCE

C. ACTION ON ORDINANCE 17-2024-AMENDMENT TO THE SIGN ORDINANCE

D. ACTION ON ORDINANCE 18-2024-VACATING HBH SUBDIVISION-SOUTHWEST CORNER OF 2100 S 1900 W

E. ACTION ON ORDINANCE 19-2024-VACATE A PRIVATION ACCESS AND UTILITY EASEMENT WITHIN HBH DEVELOPMENT-SOUTHWEST CORNER OF 2100 S 1900 W

12. ACTION ON RESOLUTION 17-2024-AMENDING THE CONSOLIDATED FEE SCHEDULE

13. DISCUSSION AND POSSIBLE ACTION-
HEALTH INSURANCE FOR ELECTED OFFICIALS

14. ACTION ON RESOLUTION 19-2024-ADOPTION OF THE CONTRACT FOR THE UTAH RECREATION GRANT FOR AN AMPHITHEATER FOR PREVEDEL PARK AND ACCEPTANCE OF THE AWARDED GRANT MONEY

15. ACTION ON RESOLUTION 18-2024-DECLARING CERTAIN CITY PROPERTY AS SURPLUS TO ALLOW TO AUCTION OR SELL-PROPERTY AS FOLLOWS: 1999 DODGE 3500 WITH 9FT PLOW AND DUMP BED

16. AWARD CONTRACT-ACTION ON RESOLUTION 20-2024-AGREEMENT BETWEEN WEST HAVEN CITY AND URBAN & MAIN CONSULTING-FOR THE CREATION OF AN ECONOMIC DEVELOPMENT PLAN AND CONSULTING

17. BID AWARD-2024 TRAIL MAINTENANCE PROJECT

18. ACTION ON RESOLUTION 21-2024-AMENDING THE PERSONNEL POLICY HANDBOOK REGARDING COMPENSATION PHILOSOPHY AND METHODOLOGY

19. ACTION ON RESOLUTION 22-2024-AMENDING THE PERSONNEL POLICY HANDBOOK REGARDING SERVICE AWARDS

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

21. 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

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Overview of administering the rental of the Community Center & Prevedel Park

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Below is the contemplated procedures associated with the rental along with the working notes of what is needed to purchase or otherwise complete in preparation of renting out the Community Center and Prevedel Park for camping.

Brock Randall, Parks & Recreation Director; Amy Hugie, City Attorney; and Shawn Warnke, City Manager are working together to create and implement these procedures. As City staff moves forward towards implementation it is anticipated that the contemplated procedures may be adjusted. Additionally, City staff would welcome ideas and suggestions from the City Council as this item is discussed at the City Council meeting.

West Haven City- Community Center

Reservation procedures:

- Call in for a reservation or visit the Parks & Recreation Office, with reservations being tracked through the city calendaring software already in place
- Rental Fee Payments accepted via phone or in person
- Rentals are for a minimum of 2 hours (1 hour gap required between reservations)
  - Example. If the WHC Resident reserves July 4 from 8 am to 10 am, the fee will be $100 and the City will block it until 11 am to allow a gap between groups (not to be charged for the hour gap in time). Additionally, the renters will need to rent the community center for the time that is needed to set-up and clean-up after their event with the block of time that they have possession of the facility.
- Reservations will NOT include reservation of pickleball/playground facilities, renters are welcome to use those amenities if available.
- Two days prior to the event the Renters will be required to visit the parks and recreation office to provide a check for the cleaning/damage deposit, sign a liability waiver (see last page), and obtain the building code/key (locking mechanism to be determined). City staff will hold the cleaning/damage deposit check for no more than three business days.
- Reservations are required to be submitted a minimum of 48 hours in advance of the reservation date.

Cleaning procedures: All Renters are required to clean up after their event by completing the following tasks:

- Mops, brooms, mop buckets, plungers, dish soap, and cleaning solutions to be provided by the city

- All hard floor surfaces must be swept and mopped after use
- All countertops must be wiped clean after use
- Sinks must be clean of debris and rinsed after use
- Toilets must be free of any sewage and functioning properly after use
- Dish rags, towels and etc. will NOT be provided by the city

Failure to complete their required cleaning will result in the City forfeiture of their cleaning deposit with the City cashing the Renter's deposit check. Determination of retaining deposits will be under the direction of the Parks and Recreation Director

Management procedures:

- City staff (on-call personnel) will provide a daily spot check of the community center
- City staff (on-call personnel) will be on-call for emergent needs relating to functionality of the facility
- Janitorial (contracted company) will supply a thorough cleaning of the facility on Monday, Thursday, and Saturdays (specific cleaning times TBD and blocked from allowable reservations)

Equipment Needed: It appears the City has approximately $15,000 to purchase furniture and fixtures as contained in line item *10-4325 Furniture and Fixtures*. Brock has started the process of evaluating the facility and lining up the equipment needed

- 8 rectangle tables
- 8 round tables
- 80 chairs
- Chair racks
- Table racks (4 – 2 per each shape)
- 2 wide brooms
- 2 kitchen brooms
- 2 dust pans
- 2 mops
- 2 yellow mop buckets
- 2 toilet brushes
- Plungers for each restroom
- Cleaning protocol signage and emergency contact numbers (to be posted in the facility)
- Consumable cleaning solutions (floor cleaner, degreaser, toilet cleaner, window cleaner, etc.)

Additional future items: It appears the City has approximately $15,000 to purchase furniture and fixtures as contained in line item *10-4325 Furniture and Fixtures*. Brock has started the process of evaluating the facility and lining up the equipment needed.

- TV/media/ sound system
- Indoor/outdoor camera system (for liability purposes)
- Games for rent of $15 (cornhole, ping pong, spike ball, etc.)
- Rock monument signage as per the City's typical that includes the City logo and the facility name "Community Center" listed below
- Upon completion facility needs to be added to the insurance

- Vinyl signs located on the glass door that state the facility is alcohol and smoke-free

Community Center Rental Fees

Rental Fee	$50 per hour with a minimum of two hours + $200 damage/cleaning deposit
Non-Resident Rental Fee	$50 per hour with a minimum of two hours + $200 damage/cleaning deposit
Game Rentals	$15

West Haven City- Prevedel Park

Reservation procedures:

- Call in for a campsite reservation or visit Parks & Recreation Office, with reservations being tracked through the city calendaring software already in place
- Campsite reservation fee payments accepted via phone or in person
- Camping is a minimum of 1 night, with a maximum of 2 nights
- Two days prior to camping individuals are required to visit the parks and recreation office to provide a check for the cleaning/damage deposit and sign a liability waiver (see last page). City staff will hold the cleaning/damage deposit check for no more than three business days.
- Reservations for campsites are required to be submitted a minimum of 48 hours in advance of the reservation date.
- If there are vacant campsites no reservations are needed for day use

Cleaning procedures: All campers are required to pack out (no trace camping, which includes pet waste). Camp spots will be shut down if this rule is not followed with exactness and campers forfeit the damage and cleaning deposit. Determination of retaining deposits will be under the direction of the Parks and Recreation Director

Management procedures:

- City staff (on-call personnel) will provide a daily spot check of the campsite
- City staff (on-call personnel) will be on-call for emergent needs relating to campsites

Prevedel Park Campsite Rules

1. Camp spots charge $20 per night, with a maximum of 2 consecutive nights + $75 damage/cleaning deposit for Residents. Non-Residents camp spots are $25 per night, with a maximum of two (2) consecutive nights + $75 damage/cleaning deposit. Camp spot reservations and permits are secured through contacting the Parks and Recreation Department and the payment of fees. All overnight camping shall be done by permit or else you will be in violation of West Haven City Code.

2. Camping is limited to a maximum of two (2) consecutive nights with a permit.

3. A camping permit shall be available upon request of a city official or law enforcement personnel. If a vehicle is on-site, the permit shall be visibly displayed on the dashboard of said vehicle.

4. If you pack it in, you pack it out (no trace camping, which includes pet waste). Please plan accordingly. Camp spots will be shut down if this rule is not followed with exactness.

5. Only one motorized vehicle is allowed beyond the gates. Driving is permissible to and from campsite with the speed limit being 5 MPH beyond the gates. Any other driving is strictly prohibited! Driving to campsites involves the use of trails. Runners, walkers, and cyclists have priority. When a runner, walker, or cyclist is visible, pull over until they pass.

6. Do not cut down or remove any trees. Do not burn any fallen wood.

7. Fires must be within the concrete fire rings. Flames may not rise higher than the rim of the concrete ring. Please use common sense. No fires in July and August or on non-burning days within the county. Individuals that desire to have a campfire are required to find out if it is a permissible burn day. The City does not assume responsibility for the ~~irresponsible~~ use of fires that may cause damage ~~outside the fire ring~~ at any time of year. Use at your own risk.

8. Noise and lights out ordinance is 10:30 p.m.

9. Dogs are allowed. Dogs must adhere to leash laws. It is also required to take care of dog waste. Again, pack in and pack out.

10. City Park rules shall be adhered to, including no alcohol within the Park.

11. If a camp is found unclean, and unsanitary, the irresponsible use of fire rings occurs, or other inappropriate behaviors arise, you will be asked to immediately vacate the property. This will also result in a permanent ban from the campsites.

12. This is your public lands in action. Please help us keep them open, safe, and enjoyable for all to use. If there is anything that you see that needs immediate attention, please report the issue to the city. If it is in relation to danger or safety, please contact the Weber County Sheriff's office immediately.

Prevedel Park Facility Fees

Prevedel Park Camping- Resident	$20 per night, with a maximum of 2 consecutive nights + $75 damage/cleaning deposit
Prevedel Park Camping- Non- Resident	$25 per night, with a maximum of 2 consecutive nights + $75 damage/cleaning deposit

IMPORTANT - LIABILITY WAIVER AGREEMENT

PLEASE READ THIS COMPLETE WAIVER BEFORE MOVING ON

1. It is understood and agreed by the signor that West Haven City ("City") does not allow alcoholic beverages or tobacco products to be either provided, sold or consumed on or around City property including all park facilities and campgrounds.
2. It is expressly agreed that the signor hereof and the temporary lessee of the City's park premises, facilities, and/or campgrounds take the buildings and other facilities in their "As Is" condition. West Haven City makes no representation or warranty as to their fitness, safety, or condition.
3. The signor covenants to take full responsibility for and to save and keep West Haven City, West Haven City Recreation and Parks, its officers, officials, employees, and volunteers, harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by signor and its guests, or other persons attending its events.
4. The signor shall be fully responsible for guests' negligence or omissions.
5. The signor shall furnish its own medical assistance and ambulances where needed and shall absolve the City from any and every responsibility.
6. Therefore, signor shall hold West Haven City, West Haven City Recreation and Parks, its officers, officials, employees and volunteers, harmless from any injury, loss or damage from any cause to any person or property upon or about the City's park premises, facilities, and/or campgrounds or while in transit thereto or therefrom, and upon the roads, parking areas, stairs, structures or other approaches to the premises.
7. The signor, through signs, announcements, signed releases by participants, or other notice, shall keep its guests advised and informed that the City has no liability or responsibility for occurrences or injuries.
8. Entertainment, such as live bands, stereos, or other forms of entertainment, must be kept within the City's noise ordinance. In other words, be polite to the neighbors of the parks and keep your volumes down. Violation of such ordinance may result in a fine from law enforcement.

Dated: _____

_____ _____

Signor Witness

STAFF REPORT

TO: Mayor, City Council, and City Manager

FROM: Amy Hugie, City Attorney

DATE: May 9, 2024

SUBJECT: Amend Committee Ordinance and Discussion of Public Bodies

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The following staff report discusses the need to amend several sections of the City Code regarding the City's established committees and discuss whether these committees are public bodies:

Background and Analysis

In January 2023, the City Council passed an ordinance regarding establishing certain standing committees in the City. In the months leading up to the ordinance passing, there was a number of discussions regarding these Committees; the Mayor and Council's desire for codification and formalization of these Committees; and what the Committees' powers would be. At the time of passing the Committee Ordinance, there was not a discussion regarding whether these Committees were public bodies under the Open and Public Meetings Act (Title 52, Chapter 4 of the Utah State Code).

Recently, it has been brought to the staff's attention that as the Committees are currently structured, these Committees are public bodies and need to follow the Open and Public Meeting Act and are required to post agendas, record the meetings, keep minutes, etc. Over the past two months, the City Manager, City Recorder, and I have attempted to make changes to the Committee Ordinance to see if we could make it so that these committees would not be classified as public bodies under the Open and Public Meetings Act. However, we have been unsuccessful for a number of reasons, which are:

1. The legislative intent (declaration of public policy) of the Open and Public Meetings Act is as follows:
   §52-4-102. Declaration of Public Policy.
   (1) The Legislature finds and declares that the state, its agencies, and **political subdivisions, exist to aid in the conduct of the people's business.**
   (2) It is the intent of the Legislature that the state, its agencies, and its **political subdivisions:**
   (a) take their actions openly; and
   (b) conduct their deliberations openly.
   Thus, the basic principle is that all meetings of a public body must be open to the public, unless an exception is available under the Act allowing the meeting to be closed.

2. The definition of a public body is as follows:
   §52-4-103 (7) – Definitions.
   (a) "Public body" means:
   (i) any administrative, **advisory**, executive, or legislative body of the state or **its political subdivisions** that:
   (A) is created by the Utah Constitution, statute, rule**, ordinance, or resolution**;

(B) **consists of two or more individuals;**
(C) expends, disburses, **or is supported in whole or in part by tax revenue; and**
(D) **is vested with the authority to make decisions regarding the public's business**.

3. Based on the definition of "Public Body" and doing a comparison of the City's Committee Ordinance, the City's Committees meet all parts of the definition of a public body: they were created by ordinance; consist of two or more individuals; they are supported in whole or in part by tax revenue (this includes that each Committee meets at City Hall and are supported by City staff and they have a budget that consists of tax revenue); and they have been vested with the authority to make decisions regarding the public's business (which includes making decisions regarding City events, clean up of City property, projects involving City property, etc.).

4. The attempts to remove language such as budget functions, quorum requirements, how the committees are appointed by the Mayor with advice and consent of the Council, staff involvement, and changes to duties and responsibilities of Committees will not remove the designation of public body under the current definition in the Open and Public Meetings Act. Also, by removing certain language or amending certain language, the intent of the Mayor and the Council as to how these Committees are to function and their relationship with the Council, City, and staff will be altered in a way that they will not function as intended – which is to encourage citizen involvement and obtain citizen advice and input (See §32.04(A)(1) of the City Code). Also, if the Council repeals the Committee Ordinance and replaced it with a resolution regarding the Committees, this would also not fix the problem since the Open and Public Meetings Act speaks of creation by ordinance or resolution.

At this time, there is no way to fix the problem that these Committees are public bodies under the Open and Public Meetings Act and are governed by the requirements of the Open and Public Meetings Act, unless the City repeals the whole of the Committee Ordinance and staff is left to deal with all of the public events and other matters for which the Committees were formed.

Based on the assumption that the City Council will not repeal the whole of the Committee Ordinance, the next fix is that these Committees are required to post notice of their agendas, record their meetings, have minutes taken, etc. This will require the City to hire another deputy city recorder to deal with the Committees and the meeting requirements. There are six committees: Community Events, City Beautification, Historic Preservation, Parks and Trails, Arts Council, and Youth Council. This equates to six meetings per month, and there is not a way for the current staff to absorb six more meetings per month regarding the requirements of the Open and Public Meetings Act. An additional deputy city recorder will cost approximately **$82,000** in salary and benefits. Following the requirements of the Open and Public Meetings Act needs to start as soon as possible.

As for the current proposed change to the Committee Ordinance, there was a request to make membership of the Committees open to non-residents/County residents since there is participation in events by non-residents/County residents. This has been done with all of the sections of the Committee Ordinance.

WEST HAVEN CITY
SPECIAL COUNCIL BUDGET WORK SESSION MINUTES

April 23, 2024 2:30 P.M.
City Community Room
4150 South 3900 West, West Haven, UT 84401

Present:	Rob Vanderwood	Mayor
	Nina Morse	Councilmember
	Kim Dixon	Councilmember
	Carrie Call	Councilmember
	Ryan Swapp	Councilmember
	Ryan Saunders	Councilmember
Staff Present:	Emily Green	City Recorder
	Shawn Warnke	City Manager

DRAFT

1. **MEETING BROUGHT TO ORDER:**
Mayor Vanderwood brought the Meeting to order at 2:31 P.M. and welcomed those in attendance.

2. **BUDGET DISCUSSION**
Council will discuss the current 2023-2024 budget and proposed 2024-2025 tentative budget including but not limited to revenues, expenses, and capital projects within the General Fund, Capital Project Fund, Cemetery Fund, and Storm Water Fund.

Shawn Warnke went over revenues and expenses as a whole.

Shawn Warnke went over the propose budget changes to bring employees up to market value and have COLA included in this budget year. He proposed revisiting the step and grade for each employee in the next fiscal year.

Councilmember Morse said that the employee participation has been great and suggested them not being included on the committee from this point forward.

Councilmember Swapp agreed.

Shawn Warnke went over the enterprise fund for storm water. He suggested a new analysis on the fee for storm water. He went over the cost allocated for West Haven Special Service District. He also went over recreation fees and the possibility of doing a waiver for families that may need it to participate in these programs.

Mayor Vanderwood suggested meeting with surrounding cities to see if they would contribute to the programs as well.

Shawn Warnke went over adding a flex spend plan to the health insurance. He presented the data gathered from tech net from surrounding cities and how much their employees were paying for insurance premiums. He went over legal fees and adding a firm for the Community Development to help in planning. He went over adding sidewalk signs for the new elementary school crossing.

City Council thought it best to order the signs now and add it to this year's budget.

Shawn Warnke went over upcoming road projects.

3. **EXECUTIVE SESSION-The Council will enter into a closed meeting for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property; to be held in accordance with the provisions of Utah Code 52-4-205**

Councilmember Morse moved to table. **Councilmember Swapp seconded** the motion. Councilmember Dixon, aye; Councilmember Saunders, aye; Councilmember Morse, aye; Councilmember Call, aye; Councilmember Swapp, aye; **Vote**

was unanimous.

4. **ADJOURNMENT**

Councilmember Swapp moved to adjourn at 5:01 PM. **Councilmember Morse seconded** the motion. Councilmember Dixon, aye; Councilmember Morse, aye; Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, aye; **Vote was unanimous.**

Emily Green
City Recorder

Date Approved: _____

DRAFT

WEST HAVEN CITY
COUNCIL MEETING MINUTES

May 01, 2024 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

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

EXCUSED
None

5:00 Council Workshop – In City Council Chambers
NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: **MAYOR VANDERWOOD**

REPORTS AND DISCUSSION AS FOLLOWS:

1. **DISCUSSION-COUNCIL UPDATES**

There were no council updates at this time.

2. **DISCUSSION-HEALTH INSURANCE FOR ELECTED OFFICIALS**

Shawn Warnke went over the proposed language to add to our personnel policy to allow health insurance for elected officials.

Councilmember Saunders expressed concern about that being a benefit that may keep elected officials in office. He said he is a fan of term limits.

Councilmember Dixon said she felt it looks bad because we are not offering benefits to our part time employees.

Mayor Vanderwood said that often elected officials do not get compensated for all that they do and this could allow for that.

Councilmember Morse said that term limits can be addressed by the people who elect them and that currently full time employees are getting benefits that part time employees do not.

Councilmember Call said she is not a fan because being an elected official is about serving the community.

Amy Hugie asked that they do a vote on whether to draft the resolution to change the policy next meeting.

City Council agreed with that.

3. **DISCUSSION-4300 S ROADWAY IMPROVEMENT PROJECT**

Edward Mignone said that 4300 S is slated to have sidewalk but when staff reviewed it they found the road was in disrepair as well and should be addressed. He said that this project is not impact fee eligible but class c funds could be used.

Councilmember Saunders said that it seems like a good idea.

Councilmember Call said she is in favor of the whole project.

Councilmember Morse agreed.

Councilmember Dixon agreed.

4. **BUDGET DISCUSSION-COUNCIL WILL DISCUSS THE CURRENT 2023-2024 BUDGET AND PROPOSED 2024-2025 TENTATIVE BUDGET INCLUDING BUT NOT LIMITED TO REVENUES, EXPENSES, AND CAPITAL PROJECTS WITHIN THE GENERAL FUND, CAPITAL PROJECT FUND, CEMETERY FUND, AND STORM WATER FUND.**

Councilmember Saunders asked if we are still waiting on some information before getting the numbers for the current year amendments.

Shawn Warnke confirmed we are waiting on some numbers.

City Council agreed that June 13, 2024, at 4:00 PM would be the best time to hold the public hearings for the final 2024-2025 budget and 2023-2024 amendments because they cancelled the meeting for June 19, 2024, due to the holiday and West Haven Days.

5. **DISCUSSION-AGENDA ITEMS ON 6:00 PM REGULAR COUNCIL MEETING**

6:00 PM REGULAR CITY COUNCIL MEETING

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

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

2. **OPENING CEREMONIES**

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

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

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.

There was no one at this time.

4. **UPCOMING EVENTS**
Arbor Day-May 4, 2024-8:00 AM
Touch A Truck-May 6, 2024
West Haven Days-June 17-22, 2024
Art Festival-September 21, 2024
Review Possible Grant Projects-May 15, 2024

Mayor Vanderwood said there will be a ribbon cutting ceremony for Prevedel Park on May 17, 2024, at 6:00 PM.

5. **COUNCIL UPDATES**

Mayor Vanderwood said Dumpster Days went really well. He said that the training for the Utah League of Cities and Towns also went well. He said that the June 19, 2024, meeting will be cancelled.

AGENDA ACTION ITEMS

6. **ACTION ON CONSENT AGENDA**

A. **CITY COUNCIL MINUTES-MEETING HELD-APRIL 3, 2024**

B. **CKC OPERATIONS LLC-$55,397.10-INV.#3993**

C. **THURGOOD EXCAVATING-$504,467.28-INV#2402-01**

Councilmember Call corrected that Nicole Young is one of the volunteers thanked on the council updates for helping with the Easter Egg hunt on the April 3, 2024, minutes.

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

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

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

A. **ACTION ON ORDINANCE 10-2024-REZONE FROM MIXED USE/MEDIUM/LOW DENSITY RESIDENTIAL TO C-3-1584 W 2100 S (PARCEL #150690082)**

Carrie Call made a motion to adopt ordinance 10-2024. **Ryan Saunders** seconded the motion.

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

B. **ACTION ON RESOLUTION 13-2024-AMENDMENT TO MODERATE INCOME HOUSING**

Alika Murphy said that this resolution is to meet the states requirements for reporting on moderate income housing.

Ryan Saunders made a motion to adopt resolution 13-2024. **Kim Dixon** seconded the motion.

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

8. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE WAIVING AN IMPACT FEE FOR ACCESSORY DWELLING UNITS**

Ryan Swapp made a motion Enter into Public Hearing. **Nina Morse** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Nina Morse made a motion Leave Public Hearing. **Ryan Swapp** seconded the motion.

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

9. **ACTION ON PUBLIC HEARING-ACTION ON ORDINANCE 11-2024-AN ORDINANCE WAIVING AN IMPACT FEE FOR ACCESSORY DWELLING UNITS**

Nina Morse made a motion to adopt ordinance 11-2024. **Ryan Swapp** seconded the motion.

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

10. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE AMENDING THE CURRENT IMPACT FEE ORDINANCES TO ALLOW AN EXEMPTION FOR MODERATE INCOME HOUSING**

Ryan Saunders made a motion Enter into Public Hearing. **Nina Morse** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Nina Morse made a motion Leave Public Hearing. **Ryan Swapp** seconded the motion.

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

11. **ACTION ON PUBLIC HEARING-ACTION ON ORDINANCE 12-2024-AN ORDINANCE AMENDING THE CURRENT IMPACT FEE ORDINANCES TO ALLOW AN EXEMPTION FOR MODERATE INCOME HOUSING**

Councilmember Swapp asked if there are multiple units and only one meets the requirement how that is dealt with.

Amy Hugie said they would be reviewed and given a percentage.

Councilmember Call asked how we are keeping track.

Shawn Warnke said that we could do a full blown moderate income housing plan in the future.

Councilmember Swapp said he would like it to be owner occupied for 5 years.

Shawn Warnke expressed concern because it's important for non-profits to be able to rent it out.

Amy Hugie said that they would have to be designated initially.

Councilmember Swapp asked if the value doubles in the next couple of years how that is dealt with.

Amy Hugie said we would have an addendum that would require the owner to pay off the impact fee.

Shawn Warnke said the addendum would be recorded with the property.

Councilmember Swapp said he does not like that approach.

Mayor Vanderwood said he doesn't know another way to monitor.

Councilmember Morse agreed.

Ryan Saunders made a motion to adopt ordinance 12-2024. **Nina Morse** seconded the motion.

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

12. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON ADOPTING THE TENTATIVE 2024-2025 BUDGET**

Nina Morse made a motion Enter into Public Hearing. **Ryan Swapp** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Ryan Swapp made a motion Leave Public Hearing. **Nina Morse** seconded the motion.

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

13. **ACTION ON PUBLIC HEARING-ACTION ON RESOLUTION 14-2024-TO ADOPT THE TENTATIVE 2024-2025 BUDGET**

Councilmember Call asked what is included in the council projects.

Shawn Warnke said that a new survey for residents is included.

Councilmember Call asked if the rentals for the community center is included.

Shawn Warnke said that he would add that.

Councilmember Call said the Arts Council budget was $18,000 last year because of a $12,000 grant and suggested changing that to be $6,000.

Shawn Warnke agreed to modify that.

Councilmember Morse asked why the football budget is less than this year's budget.

Shawn Warnke said because the actual is closer to the proposed budget amount for next year.

Councilmember Morse said that the Jr. High will no longer be offering football and that could bring more participants to our program.

Shawn Warnke asked how much she would recommend.

Councilmember Morse suggested $40,000.

Councilmember Saunders asked what the amount for the riverbank restoration should be.

Shawn Warnke said he thinks it will be $30,000 but needs to double check.

Councilmember Swapp asked about the janitor wages and what is included in that.

Emily Green said it is for cleaning city hall, public works, and the bathrooms in the parks.

Councilmember Swapp said that we will be getting three new bathrooms soon and suggested modifying that budget item to compensate.

Councilmember Call said a resident expressed concern about older computers not being able to run Windows 11 and the need to upgrade some computers to compensate.

Shawn Warnke said he would check with our IT to verify.

Mayor Vanderwood expressed some concerns for the playground equipment at R. Kenneth Baldwin Country Park.

Councilmember Call said it was discussed last year but they opted to leave it out because of the upgrades to the park.

Councilmember Call asked why 10-5145 has a larger amount in it than last year.

Shawn Warnke said that the cell phone services were moved over to that budget item because it is for all departments.

Nina Morse made a motion to adopt resolution 14-2024 with the public hearing being held on June 13, 2024 at 4:00 PM, and the changes as noted by the city manager. **Ryan Saunders** seconded the motion.

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

14. **ACTION ON RESOLUTION 09-2024-LKL ROAD REIMBURSEMENT AGREEMENT**

Kim Dixon made a motion to adopt resolution 09-2024. **Nina Morse** seconded the motion.

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

15. **ACTION ON RESOLUTION 15-2024-INTERLOCAL AGREEMENT BETWEEN WEST HAVEN CITY AND KAYSVILLE CITY, SYRACUSE CITY, AND FARMINGTON CITY FOR BUILDING INSPECTIONS**

Councilmember Saunders asked why we did not look at any cities in Weber County.

Amy Hugie said that Weber County was looking to charge and other cities in the county were not looking at doing an interlocal yet.

Carrie Call made a motion to adopt resolution 15-2024. **Ryan Swapp** seconded the motion.

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

16. **ACTION ON RESOLUTION 16-2024-AGREEMENT REGARDING THE OPERATION OF THE CONCESSION STAND**

Councilmember Morse said the expenditures outweigh the revenues in previous budget cycles and she is in favor of this.

Shawn Warnke asked that we modify the contract language to say the beverage would be approved by the city.

Amy Hugie said that we needed to add language to allow the city manager to adjust as necessary for insurance.

Ryan Saunders made a motion to adopt resolution 16-2024 with adjustments to the language to be more generic on the beverage provider and adjustments to the language to allow the city manager to adjust the language if necessary regarding the insurance. **Nina Morse** seconded the motion.

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

17. **ADVICE & CONSENT OF; ONE (1) WEST HAVEN SPECIAL SERVICE DISTRICT BOARD MEMBER APPOINTMENT SUBMITTED BY MAYOR VANDERWOOD TO FILL ONE, REMAINDER OF A 4-YEAR TERM POSITION AVAILABLE DUE THE VACANT TERM LEFT BY CURTIS NIELSEN. THE TERM WILL BE FROM MAY 1, 2024 THRU DECEMBER 31, 2025**

Mayor Vanderwood presented Brent Warren.

Carrie Call made a motion to give advice and consent to appoint Brent Warren . **Ryan Swapp** seconded the motion.

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

18. **ADVICE & CONSENT OF; TWO (2) BEAUTIFICATION COMMITTEE MEMBER APPOINTMENTS-SUBMITTED BY MAYOR VANDERWOOD TO FILL TWO, 3-YEAR TERM POSITIONS. THE NEW TERMS WILL BE FROM MAY 1, 2024 THRU DECEMBER 23, 2026**

Mayor Vanderwood presented Mike Formica and Mary Ann Petrilena.

Ryan Swapp made a motion to give advice and consent for Mike Formica and Mary Ann Petrilena. **Ryan Saunders** seconded the motion.

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

NAYS:	
RECUSED:	

19. **BID AWARD-R. KENNETH BALDWIN COUNTRY PARK BLEACHERS**

Councilmember Call said she is in favor doing the concrete pad.

Councilmember Saunders agreed.

Councilmember Morse agreed.

Councilmember Dixon agreed.

Ryan Swapp made a motion to award the bid to Bowmen Construction with line item one bleacher site preparation of $17,000 and two install bleachers for $36,000 and the additional option of concrete pad and concrete anchors at $22,000 totaling $75,000. **Nina Morse** seconded the motion.

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

20. **ADJOURNMENT**

Carrie Call made a motion to adjourn at 7:40 PM. **Ryan Saunders** seconded the motion.

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

Emily Green
City Recorder

Date Approve:

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ORDINANCE NO. 13-2024

AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY CODE REGARDING TELECOMMUNICATIONS FACILITY FRANCHISE REQUIREMENTS; MAKING CERTAIN AND NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1. Recitals:

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

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

WHEREAS, West Haven City has adopted and promulgated City ordinances and rules regarding telecommunications facility franchise requirements; and,

WHEREAS, the Utah State Legislature has made changes to certain sections of the Utah State Code regarding the Municipal Telecommunications License Tax Act, which make it necessary to make certain changes to Chapter 114: Telecommunications Facility Franchise Requirements section of the City Code; and

WHEREAS, the City Council finds that certain changes to the City Code be made to conform with the Utah State Code; and,

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

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

1. The West Haven Code §114.05(A)(1)(a) shall be repealed and be replaced with the following language:
   (a) Application fee. In addition to all other fees, permits, or charges, a provider shall pay to the city at the time of application, or amendment to its application, an application fee. The application fee is hereby made

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a part of the West Haven City Consolidated Fee Schedule. The West Haven City Consolidated Fee Schedule is hereby adopted by reference.

2. The West Haven Code §114.05(A)(1)(b) shall be amended to change the percentage of gross revenues and shall read as follows:
   (b) Franchise. The obligation to pay franchise or license fees shall commence on the completion date. For purposes of this section, the COMPLETION DATE shall be the date of completion of the initial system. Commencing on the completion date, a provider shall pay to the city as reimbursement for costs associated with allowing access to, and as fair compensation for the use of, the right-of-way the following:
   1. As a fee for a franchise for a wired communications system, a fee equal to **3.5%** of gross revenues;
   2. As a fee for a franchise for an open video system, a fee equal to **3.5%** of gross revenues; and
   3. The city may, at its option, agree to accept excess capacity on a system or other facilities in lieu of all, or part, of these fees.

The foregoing Recitals are fully incorporated herein.

Section 2. Repealer of Conflicting Enactments:

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

Section 3. Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

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Section 5 - Date of Effect:

BE IT FURTHER ORDAINED this Ordinance will become effective on the 15th day of May 2024 and after publication or posting as required by law.

DATED this 15th day of May 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and Recorded

_____
Emily Green, City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. ____-2024, entitled "AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY CODE REGARDING TELECOMMUNICATIONS FACILITY FRANCHISE REQUIREMENTS; MAKING CERTAIN AND NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES**," adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

Emily Green
City Recorder

(city seal)

DRAFT

ORDINANCE NO. 14-2024

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

Section 1. Recitals:

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

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

WHEREAS, West Haven City finds that there are times where the City Council finds it useful to form committees to help run City events or provide advice regarding certain issues with the City; and,

WHEREAS, the City Council finds that certain changes to the City Code regarding committees and their memberships should be made; and,

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

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

1. West Haven Code **§32.04, §32.05, §32.08, §32.15, and §32.16 REGARDING COMMITTEES** shall be amended. The new language is in red and attached as Attachment "A" to this Ordinance.

The foregoing Recitals are fully incorporated herein.

Section 2. Repealer of Conflicting Enactments:

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

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Section 3. Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect:

BE IT FURTHER ORDAINED this Ordinance will become effective on the 15th day of May 2024 and after publication or posting as required by law.

DATED this 15th day of May 2024.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and Recorded

_____
Emily Green

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. ____-2024, entitled "AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING SECTIONS IN THE CODE REGARDING COMMITTEES; MAKING CERTAIN AND NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO AFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES,"** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

Emily Green
City Recorder

(city seal)

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ATTACHMENT "A"

AMENDED LANGUAGE FOR WEST HAVEN CODE §32.04, §32.05, §32.08, §32.15, and §32.16 REGARDING COMMITTEES

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§ 32.04 COMMITTEES.

(A)(3) *Limit of membership.*

(a) Membership, subject to the appointment process set forth herein, on the committee shall be limited to the city residents or qualified individuals who have demonstrated an interest in promoting the welfare of the city, **including those individuals who live outside of City limits**.

(b) An appointment to a committee shall be vacated if a member misses more than ~~three~~ **four** meetings without reason.

§ 32.05 COMMUNITY EVENTS COMMITTEE.

(B) *Members*. The Community Events Committee shall consist of at least nine members but no more than 13 members, and all members are appointed and governed consistent with § **32.04(A)(3)** of this chapter.

§ 32.06 CITY BEAUTIFICATION COMMITTEE.

(B) *Members*. The City Beautification Committee has a limit of nine members, and all members are appointed and governed consistent with § **32.04(A)(3)** of this chapter.

§ 32.07 HISTORIC PRESERVATION COMMITTEE.

(B) *Members*. The Historic Preservation Committee has no limit on the number of members, and all members are appointed and governed consistent with § **32.04(A)(3)** of this chapter.

§ 32.08 PARKS AND TRAILS COMMITTEE.

(B) *Members*. The Parks and Trails Committee has no limit on the number of members, and all members are appointed and governed consistent with § **32.04(A)(3)** of this chapter. The City's Parks Director shall be an ex officio member of the Parks and Trails Committee.

§ 32.15 ARTS COUNCIL.

(B) *Members*.

(4) *Limit of membership.*

(a) Membership, subject to the appointment process set forth herein, on the committee shall be limited to city residents **or qualified individuals who have demonstrated an interest in promoting the welfare of the city, including those individuals who live outside of City limits**.

§ 32.16 YOUTH COUNCIL.

(C) *Selection and appointment.*

(6) Members of the City Youth Council are required to be residents of the city **or qualified individuals who have demonstrated an interest in promoting the welfare of the city, including those individuals who live outside of City limits.** Non-residents may be considered under the advice of the Mayor and City Council.

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City Council
Staff Review Memo

May 15, 2024
Alika Murphy, City Planner I

Accessory Buildings

Decision Type: Legislative
Staff Recommendation: See comments below

Background

During the public comment section of the February 7, 2024 City Council meeting, a resident brought up the concern of the setback of his proposed accessory building. Staff was then directed to look at the current accessory building requirements and conducted a conversation with Council during a following work session regarding the current requirements and proposed changes. Council then gave staff permission to bring the ordinance back to Planning Commission. The accessory building section of the code was last updated on September 7, 2022 under the ordinance 18-2022. The main purpose for that ordinance was to have the accessory building requirements in one place, and have the size of the lot be taken into consideration versus the zoning. A table was created showing the lot size, max height, front setback, side setback and rear setback. The height was changed from 15'-20' to go as high as 35' if the lot was 30,001+. When the table was shown to planning commission, it was recommended that all side and rear setback be changed to 5' for all lots. When the ordinance reached council, it was changed so that any lot over 12,501 square feet would have to have a 10' setback. Now staff is wanting to change the setbacks to 5 feet and clarify a few other items including placement of the accessory structures, percentage coverage, and reducing setbacks if the building is fire-rated.

Staff Review

Staff is favoring reducing the setbacks to 5' based on complaints from various residents over the last year, and based on research from other cities' ordinances. Staff has worked with code enforcement and the building department to get their input and to get additional information from the International Building Code (IBC) and the International Residential Code (IRC). When looking at both codes, it was explained to staff that five feet is the closest you can get to the property line without a fire rated wall and it is possible for a building to be closer to a property line if it is at least 1 hour fire rated. Staff is open to allowing the structures to be closer if the structure has fire rated walls and while discussing this with planning commission, we are in agreeance in letting the resident decide between placing their structure at five feet or having it be fire rated.

Also, staff has worked with our deputy recorder, Robyn, to find ways to better keep track of the accessory structures.

Other than changing the setbacks, staff is in favor of changing the headings from "accessory buildings" to "accessory structures" given the definitions that we currently have in the city code. Structure will cover more uses than building, especially when it comes to pools or sport courts.
Below are the city's definitions:
BUILDING, ACCESSORY. A detached subordinate building clearly incidental to, and located upon, the same lot occupied by the main building.
BUILDING. Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals, or chattels.
STRUCTURE. Anything constructed or erected which requires location on the ground or attached to something having a location on the ground.

This ordinance went through planning commission and was tabled on April 10, 2024. It was then revisited on April 24, 2024 where planning commission recommended approval.

Staff is open to all discussions and changes revolving this topic.

ORDINANCE NO. 15-2024

AN ORDINANCE OF WEST HAVEN CITY AMENDING THE ACCESSORY BUILDINGS REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.

Section 1 – Recitals

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

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

WHEREAS, the City Council finds that having accessory structures, as defined in West Haven Zoning Code, is an essential property right throughout West Haven; and

WHEREAS, the City Council finds that there are certain updates that should be made to better accommodate and clarify accessory structure usage;

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

NOW THEREFORE, BE IT ORDAINED by the City of West Haven that the following portions of the West Haven City Zoning Code are amended as follows:

157.083 SITE DEVELOPMENT STANDARDS
See West Haven Zoning Code 157.605 for regulations on accessory ~~building~~ structures.

157.124 LOCATION OF STRUCTURES
(C) Detached accessory ~~buildings and garages~~ structures. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.125 MAXIMUM STRUCTURE HEIGHT
(B) Accessory ~~building~~ structures. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.144 LOCATION OF STRUCTURES
(C) Accessory ~~building and garages~~ structures. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.145 MAXIMUM STRUCURE HEIGHT
(B) Accessory ~~building~~ structure. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

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157.164 LOCATION OF STRUCTURES

(C) Accessory ~~building and garages~~ structures. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.165 MAXIMUM STRUCURE HEIGHT

(B) Accessory ~~building~~ structure. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.184 LOCATION OF STRUCTURES

(C) Accessory ~~buildings~~ structures. See West Haven Zoning Code 157.605, Accessory ~~Building~~ Structures.

157.236 SITE DEVELOPMENT STANDARDS

See West Haven Zoning Code 157.605, Accessory ~~Buildings~~ Structures

157.260 SITE DEVELOPMENT STANDARDS

See West Haven Zoning Code ~~157.605~~, Accessory ~~Buildings~~ Structures

157.601 AREA OF ACCESSORY ~~BUILDINGS~~ STRUCTURES.

(A) An accessory structure is anything that is constructed or erected which requires location on the ground or attached to something having a location on the ground that is located on the same lot as a main building. No accessory ~~building~~ structure, nor group of accessory ~~buildings~~ structures, in any residential zone shall cover more than 25% of the rear yard or **side yard. If accessory structures are being placed on the rear yard and side yard, then the percentage of allowable area cover is 40% of the combined area.**

(B) Pools and sport courts are exempt from the area cover requirement and are limited to only being placed in the rear yard. Pools and sport courts are required to have a barrier surrounding it that is at least 48 inches in height and at least 3' from the edge of the pool of sport court.

157.605 ~~MAXIMUM HEIGHT OF ACCESSORY BUILDINGS~~ ADDITIONAL ACCESSORY STRUCTURE REQUIREMENTS

(A) Accessory ~~buildings~~ structures are a permitted use in all agricultural and residential zones, subject to the following height and setback limitations. An accessory structure is defined as a constructed or erected which requires location on the ground or attached to something having location on the ground located upon the same lot occupied by the main building.

If there is a 10' public utility easement in place, then letters from all utility companies are required upon submittal of a building permit. Otherwise, all other easements shall be complied with, meaning that no accessory structures shall encroach on those easements.

Lot Size	0-8,000 sq ft	8,000-12,500 sq ft	12,501-20,000 sq ft	20,001-30,000 sq ft	30,001+ sq ft
Max. Height	15'	20'	25'	30'	35'

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Front Setback	**~~All accessory buildings must be located a minimum of 5' behind the front plane of the home~~ Accessory structures may observe the front setback of the property's zone unless they are being proposed on a corner lot. If an accessory structure is going to be built within the front plane, the structure must be compatible with the main dwelling (colors, materials, roof pitch). A greenhouse is the only exception to this requirement. No accessory structure may sit directly in front of the main dwelling.**				
Side Setback	**5'**	**5'**	**~~10'~~ 5'**	**~~10'~~ 5'**	**~~10'~~ 5'**
Rear Setback	**5'**	**5'**	**~~10'~~ 5'**	**~~10'~~ 5'**	**~~10'~~ 5'**

(B) ~~Regardless of the above setbacks, accessory buildings located in the portion of the lot adjacent to the street shall observe all side setbacks for a primary dwelling. No additional side setback is required, but the rear setback shall be as indicated above.~~
Regardless of the above setbacks, accessory structures located in the portion of the lot adjacent to the street shall be five feet (5') feet from the property line if there is no access to street and ten feet (10') if there is access to the street. Accessory structures are only permitted five feet (5') behind the front plane of the house for corner lots.

(C) All accessory structures must keep the roofline within the property where it is built and must not overhang onto a neighboring property. The structure must be designed to drain onto the building lot and must not pour over to the neighboring property.

(D) If an accessory structure is wanting a reduced setback of 3' then it must be 1-hour fire-rated and shall be checked by the building department.

The foregoing Recitals are fully incorporated herein.

Section 2 – Prior Ordinances and Resolutions
That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 3 – Repealer of Conflicting Enactments
All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such conflict, repealed, except that this repeal will not be construed to revive any act, order or resolution, or part.

Section 4 – Savings Clause
If any provision of this Ordinance be held or deemed invalid, inoperative, or unenforceable, such will render no other provision or provisions invalid, inoperative, or unenforceable to any extent whatsoever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

DRAFT

Section 5 – Date of Effect
This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

DATED the 15th day of May, 2024

WEST HAVEN CITY

_____
Rob Vanderwood
Mayor

ATTEST:

_____
Emily Green, City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 15-2024,** entitled "**AN ORDINANCE OF WEST HAVEN CITY AMENDING THE ACCESSORY BUILDINGS REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**" adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

Emily Green
City Recorder

(city seal)

DRAFT

City Council
Staff Review Memo

May 15, 2024
Alika Murphy, City Planner I

Mixed Use Ordinance

Decision Type: Legislative
Staff Recommendation: See comments below

Background

The mixed-use ordinance was updated and adopted by City Council on July 5, 2023, Ordinance 13-2023. Since then, staff noticed that there are a couple items that need to be updated within the ordinance. Those items include the definition of net vs gross, clarification on development west of 1900 W and adding a stipulation regarding single room occupancy to satisfy one of our goals for our moderate-income housing report.

Staff Review

Staff has updated the changes and are being reflected in red. The biggest change to the ordinance is the allowance of single room occupancy (SRO) units. There are two options when it comes to SROs:

1. The first option is to have a minimum square footage for each unit, a shared laundry room, and shared common area.
2. The second option is for studio apartments that includes a small kitchen in each unit rather than sharing that area and either laundry hookups or an on-site common laundry facility.

Staff is open to all discussions and changes revolving this topic.

ORDINANCE NO. 16-2024

AN ORDINANCE OF WEST HAVEN CITY AMENDING THE STANDARDS OF THE MIXED USE/MEDIUM/LOW DENSITY RESIDENTIAL, COMMERCIAL ZONE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.

Section 1 – Recitals

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

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

WHEREAS, West Haven City has adopted and promulgated city ordinances and rules regarding zoning and acceptable uses within those zones in the City; and

WHEREAS, the City Council finds that certain changes to the West Haven City Zoning Code in regards to amending the language for "Mixed Use/Medium/Low Density Residential, Commercial Zone," §157.310 - §157.315, should be made; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of West Haven City, Utah that the following portions of the West Haven City Zoning Code be, and the same is, changed and amended to read as follows:

a. **§157.310 through and including §157.315 - "Mixed Use/Medium/Low Density Residential, Commercial Zone" is amended as found in the attached Exhibit A.**

b. **The Mayor is authorized to sign this Ordinance.**

The forgoing Recitals are fully incorporated herein.

Section 2 – Prior Ordinances and Resolutions

That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

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Section 3 – Repealer of Conflicting Enactments
All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such conflict, repealed, except that this repeal will not be construed to revive any act, order or resolution, or part.

Section 4 – Savings Clause
If any provision of this Ordinance be held or deemed invalid, inoperative, or unenforceable, such will render no other provision or provisions invalid, inoperative, or unenforceable to any extent whatsoever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 – Date of Effect
This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

DATED the 15th day of May 2024

WEST HAVEN CITY

_____
Rob Vanderwood
Mayor

ATTEST:

_____
Emily Green, City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 16-2024,** entitled "**AN ORDINANCE OF WEST HAVEN CITY AMENDING THE STANDARDS OF THE MIXED USE/MEDIUM/LOW DENSITY RESIDENTIAL, COMMERCIAL ZONE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES**." adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

_____
Emily Green
City Recorder

(city seal)

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EXHIBIT A

Amended Language §157.310 through and including §157.315 - "Mixed Use/Medium/Low Density Residential, Commercial Zone" as attached to Ordinance 16-2024

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MIXED USE/MEDIUM/LOW DENSITY RESIDENTIAL, COMMERCIAL ZONE

§ 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: open space, residential, recreational, cultural/institutional, and/or commercial uses. No more than one element may occupy more than 80% of the net project size.

(B) Definitions. The below terms, as contained in this section, shall have the following meaning(s):

COMMUNITY CENTER. A building designed to be a public gathering location where a variety of group activities, events, classes, social support services, and other public informational services can be found.

GROSS PROJECT SIZE. The total acreage of the property under consideration for development, inclusive of all open space, parking areas, and rights of way (public and private).

LIBRARY. A room, group of rooms, or a building containing collections of books, periodicals, films and other media for the public to read, borrow, or refer to.

NET PROJECT SIZE. The acreage of the property under consideration for development, excluding all area that will be used for open space, parking, and rights of way (public and private).

PARK. Large areas of land that feature grass, trees, and other landscape elements, arranged for both passive and active recreation purposes.

PLAZA. A paved public space for citizens to gather for civic, commercial, or other reasons.

TRAIL. An unpaved lane or small paved road (less than 16' wide) not intended for usage by motorized vehicles and which usually passes through a natural area or which surrounds publicly accessible parks and other open space.

(C) Developers shall choose from the following elements in order to qualify for the above-listed elements. At least one of the options listed for each element is required:

(1) Commercial.

(a) Areas of required commercial overlay, or developers who may choose to develop a portion of their project as commercial, shall follow the requirements contained in § 157.315 of this subchapter.

(2) Cultural/institutional.

(a) Community center (must be a minimum of 1,600 square feet).

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(b) Library (must be a minimum of 1,600 square feet).

(c) Other publicly accessible cultural/institutional amenity, subject to review and approval of the Planning Commission.

(3) Open space.

(a) Land set-aside from development for the conservation of natural resources shall exclude the presence of weeds and be well-maintained.

(b) The open space area shall only serve passive recreational purposes such as walking and jogging and must be open to the general public. Open space may include the following:

1. Trail.
2. Park.
3. Plaza.

(c) Common area maintained by an HOA or any retention pond area shall not fulfill the open space requirement, unless such retention pond serves at least one additional public purpose such as a recreation field or a park.

(d) If the city's park department accepts the open space area for the development of a park, a minimum size will be set by said department.

(e) Regardless of the manner in which the open space is developed, a minimum of 20% of the gross project size shall be dedicated to open space if this option is selected.

(4) Recreational.

(a) Publicly accessible recreational amenities, such as:

1. Multi-use sports fields.
2. Pickleball courts.
3. Tennis courts.
4. Playgrounds.
5. Non-motorized trails (not including sidewalks).

(5) Residential.

(a) A mix of at least two different housing types: single-family detached, single-family attached (townhomes, twin homes), multi-family (apartments);

(b) Residential uses where there is a combination of commercial and residential uses, sometimes called "live-work units"; or

(c) Clustering of residential units.

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(d) Where multiple housing types are developed, no housing type shall exceed more than 80% of the total number of units.

(e) Multi-family developments may include single room occupancy (SRO) units with one of the following options:

1. Excluding the closet, storage space and bathroom space, a living unit must be at least one hundred (100) square feet. A laundry room must be available on each floor. There shall be a minimum of five hundred (500) square feet of interior common area which includes a living room and a kitchen area.

2. Studio apartments with a bedroom of at least one hundred (100) square feet, a living area of at least one hundred (100) square feet and a total floor area of at least three hundred (300) square feet. There shall be a kitchen area and either laundry hookups within the unit or an on-site common laundry facility.

(D) In order to ensure the maximum benefit to the general public, all publicly accessible amenities shall:

(1) Be placed on the exterior of the project to ensure greatest visibility;

(2) Be provided with signage indicating the amenities are open to the use of the general public; and

(3) Be provided with parking which complies with the West Haven city parking standards.

(Prior Code, §§ 23.02, 23.04)

(Ord. 2-92, passed - -1992; Ord. 02-2019, passed 1-16-2019; Ord. 13-2023, passed 7-5-2023)

§ 157.311 DENSITY; DISTRICTS.

(A) The boundaries and densities of mixed-use districts shall be found on the official maps of the city. Mixed-Use Districts shall have varying densities, based on locations, which densities, together with the boundaries of each district, are defined and outlined as follows:

(1) Low Density is zero to 4.9 dwelling units per acre of net project size:

(a) Not permitted as a mixed-use project.

(2) Medium-Low Density is five to 8.9 dwelling units per acre of net project size;

(a) All mixed-use projects in West Haven City not otherwise classified herein.

(3) Medium-High Density is nine to 14.9 dwelling units per acre of net project size; and

(a) Those areas south of the centerline of 2100 South and east of Interstate 15, to the West Haven City boundary.

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(b) Those areas both north and south of the centerline of 2100 South and west of Interstate 15 and east of 1900 West, to the West Haven City boundaries.

(4) High Density is 15 to 30 dwelling units per acre of net project size.

(a) Those areas north of the centerline of 2100 South and east of Interstate 15, to the West Haven City boundary.

(5) New mixed-use projects shall not be permitted west of 1900 West. Any property that is already zoned as mixed use may still develop as such.

(Prior Code, § 23.06) (Ord. 2-92, passed - -1992; Ord. 02-2019, passed 1-16-2019; Ord. 13-2023, passed 7-5-2023)

§ 157.312 MIXED-USE REZONE.

(A) A concept plan shall be attached to any application for Mixed-Use Zoning in accordance with this chapter and the requirements of §§ 157.705 through 157.715 and 157.730 through 157.737.

(B) All applications for rezoning to Mixed-Use shall be processed in accordance with §§ 157.706 through 157.715.

(C) Once a rezoning application to the Mixed-Use Zone development has been granted, improvements to the real property must begin within 365 days or the property may revert to its original zoning at the option of the city with 60 days' notice.

(1) Two 90-day extensions may be granted by the Planning Commission at the request of the developer.

(Prior Code, § 23.08) (Ord. 2-92, passed - -1992; Ord. 02-2019, passed 1-16-2019; Ord. 13-2023, passed 7-5-2023)

§ 157.313 MIXED-USE DEVELOPMENT AGREEMENT.

(A) West Haven code §§ 157.730 through 157.737 outlines design criteria for multi-family and commercial projects. Mixed-Use projects involving multi-family dwellings and/or commercial shall be subject to the provisions of those sections.

(B) Specific setbacks and other zoning or design criteria, landscaping, vehicular and pedestrian circulation patterns, building aesthetics and payback agreements (as applicable) not otherwise regulated in the above-referenced code section(s) shall be established in a development agreement, the approval of which shall be determined by the City Council upon recommendation of the Planning Commission.

(Ord. 13-2023, passed 7-5-2023)

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§ 157.314 SITE DEVELOPMENT STANDARDS.

(A) Residential single-family homes and townhomes within 300 feet of Commercial, Manufacturing, or Industrial Zones shall submit a study prepared by a licensed sound engineer which determines the impact of those existing uses on the proposed housing and what mitigation measures are necessary to ensure future homeowners from such impacts.

(B) Mixed-Use developments in which single-family detached lots are adjacent to the A-1, R- 1, and R-2 Zones shall be required to provide buffering, as outlined below.

(1) Lots adjacent to existing A-1 and R-1 zones shall be 16,000 square feet or larger; and

(2) Lots adjacent to existing R-2 zones shall be 8,000 square feet or larger.

(C) Regardless of any agreements outlined in the development agreement, all single-family homes, townhomes, or anything that has a driveway to a garage shall have a minimum setback of 25 feet from the property line, sidewalk or common space to the door of the garage.

(D) Where applicable, developments which contain a variety of housing types shall place the most dense portion of the project adjacent to Commercial, Industrial, or Manufacturing Zones, or major roadways (1-15, 2100 South, Wilson Ln, 1900 West).

(E) Lot size buffering shall not be required if open space is placed between the existing home lots and the new Mixed-Use Zone lots, and the size of the open space is greater than, or equal to, twice the minimum lot sizes listed above.

(F) If a natural buffer exists which separates the existing home lots from the new lots in the proposed Mixed-Use Zone development, the area of this buffer shall be included in the calculation of the minimum lot sizes listed above. Natural buffers include: canals, public trails or walkways, government-owned land, utility-owned land, and the like.

(Ord. 13-2023, passed 7-5-2023)

§ 157.315 COMMERCIAL OVERLAY AND COMMERCIAL USES IN MIXED USE.

(A) Mixed Use Commercial Overlay areas are designed to encourage the establishment and retention of a variety of retail, entertainment, and personal service establishments to meet the needs of the community's residents, workers, and visitors. The following regulations are applicable only to Mixed-Use projects and not to projects in other zones which may fall within the boundaries outlined.

(B) The following areas are designated as Commercial Overlay areas and are subject to the provisions of this section:

(1) East of Interstate 15:

(a) North of 2100 South:

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1. 300 feet north from the edge of the right of way of 2100 South.

2. 300 feet east or west from the edge of the right of way of 1100 West.

(b) South of 2100 South:

1. The entirety of the area south of 2100 South, to the West Haven City municipal borders.

(2) The edge of the right of way is defined as that portion of the right of way closest to the property under consideration for development.

(3) Should the boundaries of the Commercial Overlay cover only a portion of any given parcel, that parcel shall still provide the required commercial, but it may be located on any portion of the parcel.

(C) A minimum of 20% of the gross project size for developments subject to the commercial overlay shall be dedicated to commercial development.

(D) All businesses permitted or conditional businesses in C-1 and C-2 zones may be included in Mixed-Use Zones with similar use designations (conditional or permitted), subject to the following stipulations:

(1) At least 50% of the required commercial space shall be dedicated to commercial uses which generate sales tax revenue.

(E) All uses within a commercial overlay area are subject to the architectural, landscaping and other standards outlined in West Haven code §§ 157.730 - 157.737 "Design Review."

(Prior Code, § 23.10) (Ord. 2-92, passed - -1992; Ord. 02-2019, passed 1-16-2019; Ord. 13-2023, passed 7-5-2023)

§ 157.316 REGULATIONS FOR TEMPORARY STORAGE UNITS, CONTAINERS, AND STRUCTURES.

(A) Temporary storage units, containers, or structures will not be allowed in this Zone except for temporary new construction sites with a valid current building permit issued by the city. Temporary storage units, containers, or structures must be removed within 30 days of completion or abandonment of construction or permit expiration, whichever comes first.

(B) Temporary storage units, containers, or structures may be used for moving and are allowed on a hard surface in a Residential Zone for up to 14 days for the outgoing resident and an additional 14 days for the incoming resident.

(C) Temporary storage units, containers, or structures may be used for remodeling projects in established neighborhoods for a period of up to 120 days if placed in the driveway of a residence and up to six months if placed behind a home, solid fence,

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outbuilding, or other obstruction as to obscure the view of the unit, container, or structure from the road. A valid current building permit is required.

Permanent use of these temporary storage units, containers, or structures shall not be allowed in any Residential Zone on lots of less than one acre. One storage unit is allowed per acre but the maximum number is one unit per two acres, then one per additional acre with a conditional use permit. The storage container must be placed behind a home, solid fence, outbuilding, or other obstruction as to obscure the view of the unit, container, or structure from the road.

(D) The city has no obligation or responsibility to research and enforce an applicant's property's existing private covenants, conditions, or restrictions prohibiting the use of temporary, or permanent, use of storage units, containers, or structures. It is the exclusive responsibility of a property owner to research and have full knowledge and understanding of those private covenants, conditions, or restrictions that run with, and are attached to, his or her property. By submitting an application to the city for a permanent or temporary storage unit, container, or structure, the applicant is certifying that he or she has full knowledge and understanding of those private covenants, conditions, or restrictions that run with his or her property and have a full understanding of whether those items prohibit the use of temporary or permanent storage units, containers, or structures.

(E) Temporary storage units, containers, or structures are allowed in these Zones for the loading and off-loading of supplies or inventory. They may be stored on-site for up to 30 days; provided, they are not able to be seen from any major corridor in the city, do not take up required customer parking, are not on landscaping, and are placed behind buildings or fences that are not see through. Any exception to this shall require a conditional use permit from the Planning Commission.

(F) Permanent use of temporary storage units, containers, or structures may be allowed with a conditional use permit, which shall include a site plan. A temporary storage unit, container, or structure must be placed on a permanent foundation, and made to look like the main structure on the property, including the use of similar building materials and colors. A building permit and a site plan is required for the location of the unit, container, or structure, to be filed in conjunction with the requested conditional use permit. Any exceptions, as well as the number of units, containers, or structures, and the location shall be subject to approval from the Planning Commission.

(G) All tractor trailers on an agricultural, residential, or commercial parcel shall be licensed and registered with the state and must be actively used. Trailers not involved in a construction project that remain in a fixed location over 30 days shall be subject to fines, impoundment, and removal by the city.

(Prior Code, § 23.12) (Ord. 23-2020, passed 6-17-2020; Ord. 13-2023, passed 7-5-2023)

§ 157.317 ENFORCEMENT AND FINES.

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Upon a determination that a violation exists, the Code Enforcement Officer, or his or her designee, may declare such violation a nuisance and follow remediation procedure as outlined in §§ 90.01 through 90.05. He or she will contact the owner and shall require such owner to halt, eradicate, destroy, remove, or otherwise cure the violation within 48 hours, or such later time the Code Enforcement Officer, or his or her designee, may determine.

(Prior Code, § 23.12.010) (Ord. 23-2020, passed 6-17-2020; Ord. 13-2023, passed 7-5-2023)

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City Council
Staff Review Memo

May 15, 2024
Alika Murphy, City Planner I

Sign Ordinance

Decision Type: Legislative
Staff Recommendation: See comments below

Background

During a City Council work session, a couple members of Council directed staff to look into updating a couple parts of the sign ordinance. Those parts include the possible allowance of snipe signs and removing the date assigned with general election political signs. Planning staff has worked with code enforcement on these updates.

Staff Review

All changes to the ordinance are in red on the attached ordinance sheet. The following are the changes that have been made to the ordinance:

1. The definition of public property has been added. The definition came from Utah Code Section 76-8-101.
2. Item K under "Prohibited Signs" has been stricken out and that information was added to the item below it.
3. What used to be item L and is now item K was updated to say that only signs that are owned by the city, county or state can be placed on the right-of-way or any easement that is owned by the city, county, or state.
4. Snipe signs was stricken from the prohibited list and a section was added at the end allowing snipe signs on private property.

This ordinance went through Planning Commission on April 24, 2024 and was recommended for approval with the addition of limiting snipe sings to be 20 square feet.
Staff is open to all discussions and changes revolving this topic.

ORDINANCE NO. 17-2024

AN ORDINANCE OF WEST HAVEN CITY AMENDING THE STANDARDS FOR SIGN REGULATIONS; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.

Section 1 – Recitals

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

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

WHEREAS, West Haven City has adopted and promulgated city ordinances and rules regarding zoning and acceptable uses within those zones in the City; and

WHEREAS, the City Council finds that certain changes to the West Haven City Zoning Code in regards to amending the language for "Sign Regulations", §§157.755-761, should be made; and

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

NOW THEREFORE, BE IT ORDAINED by the City Council of West Haven City, Utah that the following portions of the West Haven City Zoning Code be, and the same is, changed and amended to read as follows:

a. **§ 157.755 through and including §157.761 - "Sign Regulations" is amended as found in the attached Exhibit A.**

b. **The Mayor is authorized to sign this Ordinance.**

The forgoing Recitals are fully incorporated herein.

Section 2 – Prior Ordinances and Resolutions

That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 3 – Repealer of Conflicting Enactments

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such

DRAFT

conflict, repealed, except that this repeal will not be construed to revive any act, order or resolution, or part.

Section 4 – Savings Clause

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

Section 5 – Date of Effect

This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

DATED the 15th day of May 2024

WEST HAVEN CITY

_____

Rob Vanderwood
Mayor

ATTEST:

_____

Emily Green, City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 17-2024,** entitled "**AN ORDINANCE OF WEST HAVEN CITY AMENDING THE STANDARDS FOR SIGN REGULATIONS; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES**." adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

_____
Emily Green
City Recorder

(city seal)

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EXHIBIT A

Amended Language of §157.755 through and including §157.761 - "Sign Regulations" as attached to Ordinance 17-2024

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SIGN REGULATIONS

§ 157.755 PURPOSE AND INTENT.

(A) It is the purpose of this subchapter to regulate the design, placement, and use of signs within the city, and to authorize the compatible uses of such signs. Such regulations may include design, location, size, type, safety impacts, and aesthetics, and other such standards as may be outlined in this subchapter. By doing so, the city will promote both short- and long-term civic beauty, as well as encourage public order.

(B) For large-scale (ten acres or more) commercial developments, it is the purpose of this subchapter to facilitate a cohesive design of signs within the development in order to preserve and protect the aesthetics of the development and the surrounding streetscape.

(C) It is not the intent of this subchapter to regulate the content of public speech. The regulations of this subchapter are intended to apply to both on-premises and off-premises signs, but do not apply to handheld placards and other similar devices traditionally used for public protest and the exercise of free speech.

(D) In interpreting and applying this subchapter, the rules, regulations, and terms contained herein shall be construed to the most restrictive meaning possible.

(E) Any sign not specifically permitted by this subchapter is prohibited.

(Prior Code, § 56.02) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

§ 157.756 ENFORCEMENT; APPEALS; VARIANCES.

The City Community Development Director, or his or her designee, is hereby vested with all duties and powers necessary to enforce this subchapter. Such powers and duties include the power to:

(A) Issue permits for construction, repair, and/or alteration of all signs regulated by this subchapter;

(B) Ascertain that all sign construction, repair, and/or alteration is done in compliance with applicable federal, state, and local building codes and other relevant regulations;

(C) Conduct any and all inspections and re-inspections during the construction, repair, and/or alteration process as may be necessary to determine compliance with this subchapter;

(D) Require changes to the construction, repair, and/or alteration of a sign when such sign is found to be out of compliance with this subchapter;

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(E) Issue notices of violation, citations, written warnings, and other such enforcement proceedings as may be necessary to ensure compliance with the provisions of this subchapter;

(F) To abate and remove unsafe, dangerous, or illegal signs as follows:

(1) Prior to doing so, the Community Development Director, or his or her designee, shall provide the party responsible for the sign with a written notice of the violation(s) and outline what steps the party needs to take to bring the sign into compliance with this subchapter.

(a) Temporary signs shall be given 72 hours to take the corrective steps; and

(b) Permanent signs shall be given 30 days to take the corrective steps.

(2) Signs posted upon public property, including in the public right-of-way, may be immediately removed by the Community Development Director, or his or her designee.

(G) Require that signs related to a business which has been discontinued be removed within 30 days of the business ceasing operation; and

(H) Any person who wishes to appeal any decision or notice of action undertaken pursuant to this subchapter, or any person who wishes to seek a variance from the regulations contained herein, may do so by following remedy procedures outlined in §§ 157.035 through 157.048. Such reasons for requesting a variance may include, but are not limited to:

(1) Expansion of a nonconforming use;

(2) New use of a previously-abandoned nonconforming sign; and

(3) Sign design, placement, and use outside of the regulations of this subchapter.

(Prior Code, § 56.04) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

§ 157.757 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates, or requires, a different meaning.

ABANDONED SIGN. Any display remaining in place or not maintained for a period of 90 days or more which identifies a use no longer in operation on the property.

ANIMATED SIGN. See FLASHING SIGN and ROTATING OR REVOLVING SIGN.

AREA OF SIGN. The total square footage of each and every face of a sign, but does not include any frame or other material. For signs not otherwise supported by a distinctive background, the sign area shall be calculated by enclosing all the lettering by the smallest possible six-sided polygon and calculating the area of the polygon.

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AWNING SIGN. A device attached to the façade of a building, usually extending over sidewalks, windows, and business entries, sometimes to provide weather protection to pedestrians walking beneath such shelters. Awning structures slope downward and away from a building, and typically support canvas, wood, or metal slats or glass. Canvas awnings may have a valance (vertical flap) at the bottom of the sloping plane, which may be used to mount a sign identifying the building or store.

BALLOON, FIXED. Any air-filled or gas-filled balloon attached to a string, rope, or similar device, and tethered to a fixed or moving place or object, including a motor vehicle. See also INFLATABLE DEVICE.

BANNER. A sign made of fabric, cloth, plastic, or paper used only temporarily that is not permanently mounted or affixed to the ground or any structure, with or without enclosing framework, used to advertise a fundraiser, promotional or sales event, special or seasonal event, or other temporary on-site informational or directional sign. PENNANTS, as defined herein, shall be considered BANNERS for purposes of this subchapter.

BILLBOARD. A sign of any kind or nature whatsoever used to advertise:

(1) Any business, industry, entertainment, or activity not conducted;

(2) Any goods or other tangible items not produced, sold, or available; or

(3) Any services or other intangibles not available or rendered on the premises upon which such sign is located; provided, however, such term shall not include any regional guide sign, nameplate, temporary real estate sign, identification sign, or on-site advertising sign as such terms are defined in this subchapter. Such term shall also not include any notice posted by any public officer in the performance of an official duty, or any directional, warning, or informational sign required or authorized by any federal, state, county, or local authority.

BUILDING ELEVATION. An exterior face of the unit for which a sign is proposed.

CABINET SIGN. A sign with text or symbols printed on a plastic or acrylic sheet that is mounted on a cabinet or box that houses the lighting source and equipment.

CANOPY SIGN (GAS STATION). An illuminated sign designed to be an integral part of the architecture of a gasoline service station, and intended to be placed above the fuel pumps of a service station for purposes of providing light for the working area and commercial identification.

CHANGEABLE COPY SIGN. A sign, or portion thereof, with characters, letters, or illustrations that can be changed or rearranged without altering the face of the display surface of the sign.

COMMUNITY SIGN. A temporary sign placed by civic or educational groups, or by the city, which is used to advertise various events held in the city.

COMPANY SYMBOL. A mark or logo that can either stand alone or be used with a company name to identify a company.

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CORPORATE FLAG. A flag displaying the name, symbol, or logotype of a business or corporation.

DIRECTIONAL SIGN. Any sign that serves solely to guide or designate the location or direction to any place or area.

DISPLAY SURFACE. The surface made available by the structure for the mounting of material to carry the advertising message, trademark, or emblem.

ELECTRONIC READERBOARD OR ELECTRONIC MESSAGE BOARD. A changeable copy sign upon which the copy is displayed or changed by electronic means.

FLAG. Any piece of durable fabric of distinctive design attached to a permanent pole that is used as a symbol of a recognized federal, state, or local governmental entity. Signs which are non-governmental in nature but similar in size and purpose to a governmental FLAG shall be regulated as a WIND SIGN.

FLASHING SIGN. Any sign which is designed to intermittently blink on and off, or which creates the illusion of blinking on and off, or which contains running, traveling, or animating lights upon the sign structure or within the sign area; such term shall not include time and temperature displays, or other electronic readerboard or electronic message board signs.

FREEWAY-ORIENTED SIGN. A freestanding, on-site advertising or directional sign, not including billboards, located on property abutting a freeway right-of-way or freeway frontage road, and whose height, location, and sign copy are designed in a manner which permits identification from an adjacent freeway.

HEIGHT OF SIGN. The vertical distance from the uppermost point of a sign to the ground immediately below such point; provided that, if the finished grade has been raised immediately below such point, the HEIGHT shall be measured from the average finished grade of the surrounding area.

IDENTIFICATION SIGN. Any sign designed solely to identify the use or occupant of a structure or site, and which contains no other advertising copy.

ILLEGAL SIGN. Any sign or advertising display constructed or erected without first complying with all applicable ordinances and regulations in effect at the time of its construction, erection, or use.

INFLATABLE DEVICE. Balloons exceeding two cubic feet and other inflatable devices, including figure objects and caricatures that are intended to attract attention.

INSTITUTIONAL SIGN. A sign on any private property, public place, or building with connection to a medical or dental surgery, clinic, hospital, rest home, home for the aged, or other place of a similar nature.

LOCATION. A lot, parcel, site or premises, building, wall, or any place whatsoever upon which a sign is erected, constructed, or maintained.

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MARQUEE (CHANGEABLE COPY) SIGN. A sign or readerboard that is characterized by nonelectronic changeable copy, whether said sign is freestanding or mounted on a structure.

MONUMENT SIGN. A ground-mounted sign, single-sided, double-sided, or three-sided, supported from grade with a solid base, or the appearance of a solid base, that is at least 75% of the width of the sign that is not connected to another structure. Such sign is oriented for vehicular view along roadways, and is often used at entries to a building or project.

MULTIPLE-FACED SIGN. A sign with more than one sign face.

MURAL. A painting, tile, or other materials deemed appropriate that comprise artwork on an exterior wall in public view, whose primary purpose is commemorative or artistic rather than advertising.

NAMEPLATE. Any lighted or unlighted sign mounted on, or near, an entry that identifies the name and occupation or profession of the occupant of the premises.

NONCONFORMING SIGN. Any sign that complied with all applicable ordinances and regulations in effect at the time it was erected, but which does not conform to one or more of the requirements of this subchapter.

NOTICE SIGN. A sign posted by either a public agency or private individuals intended to convey legal information for specific properties. Signs can include building permits, no trespassing notices, public hearing notices, and the like.

ON-PREMISE SIGN. A sign or signs which are located on the same premise as the business, event, or activity is conducted.

PARCEL or LOT. Real property under separate ownership from any other PARCEL or LOT, or under separate lease of at least ten years' duration, with the option to renew, which has street or highway frontage.

PENNANT. Any plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, string, or other similar device, usually in series, designed to move in the wind.

PERMANENT SALE SIGN. A sign that indicates a sale in progress and is posted more than 30 days during any 60-day period.

PLANNED COMMERCIAL CENTERS. Small regional centers consisting of individual large and small-scale commercial uses selling a broad range of goods or services to a market beyond the local community. It must contain at least ten acres of commercial land and 100,000 square feet of commercial floor space.

POLE SIGN. A ground-mounted sign that is typically supported by no more than two uprights or braces (for example, pylon-supported) that are not connected to another structure. Any sign with a base that is less than 75% of the width of the sign shall be considered a pole sign.

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POLITICAL SIGN. A sign advertising a candidate or candidates for public elective office, or a political party, or a sign urging a particular vote on a public issue decided by ballot.

PORTABLE SIGN. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A-frames or T-frames; sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to, or painted upon, vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day transportation operations of the business, and is not parked away from the business primarily to gain visibility from a public right-of-way.

PROJECTING SIGN. A pedestrian-oriented, double-sided sign which projects from a building and is mounted perpendicular to the building wall.

PUBLIC NECESSITY. Any sign used to control traffic, warn people of potential dangerous or hazardous situations and other regulatory purposes. Signs can include: street signs, danger signs, railroad crossing signs, geologic hazard signs, and signs of public service companies indicating danger.

PUBLIC PROPERTY. Real or personal property that is owned, held, or managed by a public entity.

PUMP ISLAND SIGN. Any sign attached to a fuel-dispensing pump, either affixed to, or placed upon, the pump.

READERBOARD. See MARQUEE SIGN.

REAL ESTATE SIGN. Any sign and sign structure of a temporary nature relating to the sale, lease, or other disposition of real property.

ROOF SIGN. A sign upon a roof, upon a structure that appears to be a roof (such as a mansard roof), or above the roofline of the building elevation to which it is attached.

SIGN. Any display, exhibit, declaration, demonstration, graphic announcement, inflatable device, illustration, or insignia used to advertise or promote the interest of any person, business, institution, or organization when the same is placed outdoors, or on the inside of a window to be seen from the outside, in view of the general public; provided that this definition does not apply to the display of the flag of a nation, state, county, or city, or any official flag or banner of any bona fide religious or fraternal organization.

SIGN AREA. See AREA OF SIGN.

SIGN COPY. Any characters, letters, or type that constitutes the message of the sign.

SIGN HEIGHT. See HEIGHT OF SIGN.

SIGN STRUCTURE. The uprights, bracing, guy rods, cables, framework, and other support of a sign or billboard.

SNIPE SIGN. Any sign or poster placed on trees, fences, light posts, or utility poles, except those posted by a government or public utility.

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STREET FRONTAGE. The lineal foot width of a building site or parcel of land, along or fronting on a street or other rights-of-way, excluding alleys.

SUSPENDED SIGN. A pedestrian-oriented, double-sided sign hung over a walkway, or beneath an awning or arcade, perpendicular to the face of the building to which it is attached.

TEMPORARY SIGN. Any sign that is used only temporarily and is not permanently mounted or affixed to the ground or any structure.

WALL SIGN. A sign that is affixed to, or painted on, an exterior wall of a building in a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign.

WIND SIGN. A sign, group of signs, display or group of displays, banners, non-governmental flags, balloons, or other objects designed and fashioned in such a manner as to move when subjected to wind pressure.

WINDOW SIGN. Any words, picture, symbol, brand name, business name logo, including any negative or clear spaces between graphics, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is applied or attached to a window or located within five feet of the inside of a window in a manner that it can be seen from the exterior of the structure.

(Prior Code, § 56.06) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

§ 157.758 PROHIBITED SIGNS.

Any sign not permitted is prohibited in the city. The following signs are specifically prohibited:

(A) Hot or cold air balloons, or inflatables, except when such fall under the definition of temporary sign;

(B) Any sign which flashes, blinks, uses chaser lights or is animated. Commercial electronic message signs may be permitted, so long as the messages are composed of static images;

(C) Projecting signs;

(D) Roof signs;

~~(E) Snipe signs;~~

(F) Any truck, trailer, or other vehicle conspicuously parked in the public right-of-way for more than 72 consecutive hours with an advertising message displayed on the vehicle designed to attract attention to a business, product, or promotion;

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(G) Graffiti;

(H) Spotlights directed into the night sky, except as part of an approved promotional period for temporary signs;

(I) With the exception of billboard signs, as defined and regulated herein, any off-premises signs, except as may be necessary to provide directions to a residential subdivision or planned unit development; and

(J) Any handbill or sign which is affixed, painted, marked, or written on any part or portion of the public right-of-way, including sidewalks, crosswalks, curbs, park strips, light poles, lamp posts, hydrants, trees, shrubs, power poles, or any other structures. This does not apply to the painting of house numbers on curbs.

~~(K) No sign over 36 inches in height shall be placed within the public right-of-way.~~

~~(L)~~ No sign shall be placed on public property, which includes any city, county or state easement or right-of-way, unless the sign is erected by the city, county, or state. Those signs may not exceed 36 inches in height.

(Prior Code, § 56.08) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

§ 157.759 PERMITTED SIGNS.

(A) Commercial, industrial, and residential signs are permitted in the sizes and zones outlined in the table in division (B) below.

(B) Certain signs may contain additional regulations, which can be found in the table below.

Sign Type	Building Permit Required	Max. Height (ft.)	Max. Area (sq. ft.)	Permitted Zones	Lighting Permitted
Sign Type	Building Permit Required	Max. Height (ft.)	Max. Area (sq. ft.)	Permitted Zones	Lighting Permitted
Awning	Y	(See below) D	(See below) D	C-1, C-2, C-3, M-1, M-2	N
Banner	N	6	96	All	N
Billboard	Y	(See below) F	675	(See below) F	Y
Canopy	Y	20 (See below)	(See below) G	C-1, C-2, C-3, M-1, M-2	Y

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		G			
Community	N	8	32	All	N
Directional	N	8	32	All	N
Flag	N	N/A	(See below) K	All	Y
Institutional	Y	6	32	All	N
Monument	Y	(See below) L	(See below) L	C-1, C-2, C-3, M-1, M-2	Y
Nameplate	N	2	2	All	N
Notice	N	6	32	All	N
Pole	Y	(See below) J	(See below) J	(See below) J	Y
Political	N	6	32	All	N
Public necessity	N	4	4	All	N
Real estate	N	(See below) N	(See below) N	All	N
Snipe Signs	N	(See Below)	20	All	N
Suspended	N	2	3	All	N
Temporary	N	(See below) P	(See below) P	All	N
Wall	Y	Top of building wall	15% of wall surface (max 60 sq. ft.)	C-1, C-2, C-3, M-1, M-2	Y
Warning	N	4	16	All	N
Wind	N	8	16	C-1, C-2, C-3, M-1, M-2	N
Window	Y	(See below) R	(See below) R	All	N

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(C) Regardless of type, height, and area, all signs in the city shall comply with the following.

(1) All signs erected in the city shall comply with all building, electrical, fire, and other such relevant codes as may be in effect at the time the permit is issued.

(2) All signs are required to maintain appropriate vertical and horizontal clearances as may be required by any public utility company.

(3) No building permits will be issued for signs that involve electrical wiring or connections unless designed/built by a licensed electrical contractor, nor shall any building permit be issued for a sign unless the required drawings are prepared by, and stamped by, a licensed structural engineer.

(4) Any sign which has a foundation and/or footing requires a building permit, regardless of its designation on table in division (B) above.

(5) Any sign, regardless of type, which has lighting, shall be subject to the following standards:

(a) No lighting shall be permitted which penetrates beyond the property in a manner which constitutes a nuisance.

(b) Signs may be unlit, externally lit, internally lit or backlit. Additionally, any lighting must be directed so only the face of the sign is illuminated.

(c) Internally illuminated signs, also known as cabinet signs, shall use semi-opaque materials for sign text and logos such that the lighting is diffused. Transparent or clear materials are not allowed.

(d) Backlit signs may not have a visible light source. They shall only allow indirect illumination to emanate from the sign.

(e) Externally illuminated signs must be aimed and shielded so that the light is directed only onto the sign face.

(f) Regardless of the source or type of illumination, the aggregate output of the lighting shall not exceed 500 lumens or 13.94 foot-candles per square foot of sign area, as measured at the property line closest to the sign.

(6) No sign shall be placed, built, or located, nor shall any sign exist, in a manner which creates a nuisance, safety hazard, or other unsafe condition.

(7) When in proximity to traffic signals, street intersections, or traffic signs, no sign shall be designed similar to such traffic signs or signals, and shall not be permitted to use words which may reasonably create confusion as to the nature and purpose of the sign.

(8) Any sign placed at any intersection throughout the city shall be placed outside of the sight triangle (25 feet by 25 feet at the corner) area to not create a traffic hazard.

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(9) No sign over two feet high shall be permitted in the line of sight triangle (seven feet by 50 feet) next to driveway entrances.

(10) Changeable copy and/or electronic message portions of the sign may change more than once per eight seconds.

(11) When more than one sign is proposed for a commercial or industrial project, a developer shall submit a plan for the overall placement and design of all signs throughout the development, except for those which are attached to buildings. Developers shall present a sign proposal demonstrating a consistent theme throughout the project signage. The Planning Commission shall review the sign proposal as part of the site plan review.

(12) With the exception of billboard signs, off-premise advertising is strictly prohibited.

(D) (1) Awning signs shall be limited to single-story buildings or to the first level of multi-story buildings.

(2) Awning signs shall be placed over a doorway, window, or walkway.

(3) Awning signs are not allowed on, or above, a sloping or mansard roof.

(4) Awning signs shall not:

(a) Extend more than 18 inches on either side of the door, window, archway, or walkway over which they are located;

(b) Project less than two feet, or more than eight feet, from the wall on which they are anchored; and/or

(c) Project above the highest part of the building's vertical wall.

(E) New businesses shall be permitted to use a single banner sign during construction and for no more than six months after receiving final occupancy and a city business license.

(F) (1) Billboard signs are allowed only on property adjacent to, and fronting, I-15. Any other existing billboard signs at the adoption of this subchapter, which otherwise do not create a safety concern, are hereby grandfathered in and are a legally nonconforming use.

(2) Billboard signs must be oriented for freeway viewing, and be within 100 feet of the nearest freeway lane.

(3) In any permitted area along I-15, billboards shall not exceed a height of 60 feet above the grade of the interstate perpendicular to the billboard. Billboards shall always be allowed at a minimum height of 45 feet.

(4) Billboards along the I-15 corridor are limited to 672 square feet.

(5) (a) Billboards must be a minimum of 500 lineal feet from any other billboard on the same side of a street and 75 lineal feet from any on-premises sign on or off the same property.

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(b) Billboards may be located within the 75-foot buffer of an on-premises sign when set back from the front property line 20 feet or more, measured to the closest edge of the billboard. In no case shall a billboard be located within the 75-foot buffer of an on-premises sign and be closer to the front property line than the on-premises sign.

(c) Billboards shall be set back from any on-premises sign at least six feet measured from the closest edge of each sign face.

(6) No billboard shall be closer than two feet to a front property line, measured to the closest edge of the billboard.

(7) A building permit may be issued for a billboard; however, prior to scheduling the first inspection for the billboard, applicants shall be required to provide the city with a letter of approval from the State Department of Transportation stating that the billboard meets their requirements for the I-15 corridor.

(G) Canopy signs shall only be permitted in gas/fuel stations over the gas/fuel islands, subject to the following.

(1) The height to the top of the canopy may not exceed 20 feet from grade, with no more than four feet of height containing fascia.

(2) Individual letters, logos, or symbols may not exceed four feet in height or project out from the canopy's surface more than 18 inches.

(3) This does not limit the ability to have a monument or other sign wherein gas/fuel prices may be displayed.

(H) Regulations for community signs are as follows:

(1) May be located at a variety of locations throughout the city, with the written permission of the property owner;

(2) May not be attached to another temporary, traffic, or business sign;

(3) May be part of the city's annual rotating events, such as West Haven Days, cultural arts events, holidays, or changes in the seasons;

(4) May be located at gateways to the city, at major intersections, and along major streets;

(5) Shall be made of durable, weather-resistant material;

(6) Shall be appropriate in size and scale to their location; and

(7) Shall be displayed for not more than 30 days.

(I) (1) Written consent of the property owner on which a directional sign is located shall be presented to the Community Development Director, or his or her designee, prior to such a sign being erected.

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(2) Directional signs shall be removed either two years from the time the first building permit in the subdivision is issued, or upon the sale of the final lot in the subdivision, whichever comes first. An extension may be granted by the Community Development Director, or his or her designee, if it can be shown that a substantial number of the lots are not ready for development or have not sold.

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

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

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

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

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

(2) Pole signs shall have a minimum clearance of ten feet to the bottom of the lowest cabinet face.

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

(4) All support structures must be covered or concealed with pole/pylon covers which are designed to match the architectural style of the sign and the commercial buildings it advertises.

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

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

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

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

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

(10) On-premises signs located within 1,000 feet of I-15 may increase their height so that the sign is visible not more than 25 feet above the nearest lane, overpass, sound wall, or other view obstruction, whichever is highest.

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(11) Two or more owners of separate, contiguous parcels of real property may elect to combine the street or highway frontage of their respective contiguous properties. If such properties are so combined, only one pole sign may be constructed or erected in accordance with the provisions of this subchapter.

	Property Frontage (linear feet)	Max Number of Signs
	Property Frontage (linear feet)	Max Number of Signs
Pole sign	0 - 99	1
	100 - 299	1
	300 - 599	1
	600+	2
Planned commercial center	0 - 399	1
	400 - 599	1
	600 - 1,200	2
	1,200+	3

(K) Signs and decorations commonly associated with any national, state, or local holiday, as well as any faith-based observances and social customs or causes, shall comply with the following:

(1) All such signs/decorations shall be entirely confined to the property on which they are originally erected.

(2) No sign or decoration shall be placed in a manner to cause confusion with authorized traffic lights and signals.

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

Property Frontage (linear feet)	Max. Area per Sign Face (square feet)	Max Height (feet)	Max number of Signs
0 - 99	25	6	1
100 - 299	50	8	1
300 - 599	64	8	1
600 - 1,200	80	8	2
1,200+	80	8	3

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

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

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

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

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

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

(M) (1) For primary and general elections, no political sign may be placed, or erected, more than 30 days prior to a primary election, and shall be removed within 72 hours after the polls have closed. Thirty days does not include the date of the election.

~~(2) For general elections, no political sign may be placed, or erected, prior to October 5.~~

(3) No political sign may be placed within 150 feet of a ballot box or polling location.

(N) For real estate signs announcing the location, availability, and/or development of a property are allowed, shall be subject to the following conditions.

(1) Signs advertising the sale of an individual lot shall be no larger than 16 square feet in area, with a maximum height of four feet.

(2) On residential lots under construction, one sign is allowed advertising the sale of the lot and one sign is allowed advertising the developer of the lot.

(3) Signs announcing the future development of commercial, industrial, or residential property shall not exceed 96 square feet in area, with a maximum height of eight feet which includes the post.

(a) One sign per public or private street frontage is permitted.

(b) No sign shall be erected prior to approval of the development plan (subdivision, site plan, and the like) for the property on which the sign shall be located.

(4) Signs announcing an open house on the property where the sign is located may not exceed 32 square feet in area, with a maximum height of eight feet. Open house signs may be placed on the subject property no more than 24 hours prior to the open house and shall be removed upon completion of the open house.

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(O) (1) Suspended signs shall not extend beyond the outer edge of the awning, marquee, canopy, or facade to which they are attached.

(2) Suspended signs shall have a minimum eight-foot clearance above the sidewalk or landscaped area they are over.

(3) A minimum of five feet of horizontal distance shall separate suspended signs.

(P) Regardless of the purpose or nature of the sign, all temporary signs shall comply with the following.

(1) Temporary signs shall advertise a specific event or occasion.

(2) Temporary signs may be placed no more than 45 days prior to the event or occasion which they advertise, may remain for the duration of the event, and shall be removed within 48 hours after the event concludes.

(a) In the event a temporary sign is advertising a change of ownership, it shall be removed within 45 days after the ownership has changed.

(b) In the event a temporary sign is advertising a going out of business/bankruptcy sale, it may so advertise for a period of not longer than 90 days.

(Q) More than one wall sign may be erected on a single building; provided, that no more than seven signs are erected and the total of all such signs does not exceed the square footage listed above.

(1) When multiple wall signs are erected on a single building, the design, size, lighting, and other elements of the signs shall blend together to create a cohesive theme.

(2) ~~Wall signs shall be limited to a single wall of the freestanding building.~~ Wall signs may have a sign on any side with exposure ~~may be used~~.

(3) No wall sign shall project more than 18 inches beyond the wall to which it is attached.

(4) Multi-tenant buildings may use a single wall sign to identify all business located within the building.

(R) Window signs and indoor illuminated signs within 18 inches of the window shall not occupy more than 25% of the surface area of a single window or group of windows.

(S) Snipe signs are only allowed on fences and trees located on private property. They may not exceed 20 square feet in size. Snipe signs shall not be placed within the city easement which is generally six-feet measured from the edge of the roadway or within the city's right-of-way which is typically one foot off the back of sidewalk.

(Prior Code, § 56.10) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

DRAFT

§ 157.760 APPLICATION PROCESS.

(A) For any sign which requires a building permit, the following information shall be submitted as part of the application:

(1) A plot plan showing the relationship of any and all proposed signs to buildings, property lines, setbacks, intersections, easements, and driveway accesses on the property, as well as properties located within 300 feet of the property at issue;

(2) A scaled drawing showing, where applicable, the color, dimensions, proposed landscaping, sign materials, type of illumination, and street-view of the sign(s);

(3) Details of sign construction, including any electrical plan and foundation scheme;

(4) Proof of a current city business license;

(5) The name, address, and contact information for the business owner, business operator, and property owner;

(6) Contact information for any contractors used on the project; and

(7) Value of the sign.

(B) If signs are proposed as part of a new commercial site plan, they shall not be required to obtain a separate sign permit. Review and approval of the site plan shall constitute approval of the sign(s).

(C) Notwithstanding the foregoing, the Community Development Director, or his or her designee, may require additional information if he or she determines that the sign requires further review.

(D) The party responsible for the sign shall keep a record of any and all applications submitted and permits issued for the sign, and to present them to the Community Development Department upon request.

(E) The Community Development Department shall maintain such drawings as may aid a sign applicant in determining how the lighting, area, and placement of the sign will be calculated.

(Prior Code, § 56.12) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

§ 157.761 VIOLATIONS.

Any violation of this subchapter shall be enforced by the Community Development Department. All such violation notices, remedies and procedures for noncompliance shall follow the City Zoning Code violation ordinance.

DRAFT

(Prior Code, § 56.14) (Ord. 2-92, passed - -1992; Ord. 7-2003, passed 9-17-2003; Ord. 33-2019, passed 11-20-2019; Ord. 36-2021, passed 12-21-2021; Ord. 12-2023, passed 6-21-2023)

DRAFT

City Council
Staff Review Memo

May 15, 2024

Alika Murphy, City Planner I

Subdivision Vacation

Request: Consider and make a decision on a request to vacate a subdivision which contains parcels 157880003, 157880002, 157880001
Property Address: Parcels 157880003, 157880002, 157880001
Property Zone: C-2
Property Size: 8.33 acres
Applicant: RDO Equipment (Agent: Genneva Blanchard)

Decision Type: Legislative Recommendation
Staff Recommendation: See comments under "Staff Review"

Background

Honnen Equipment received final subdivision approval for the HBH three lot subdivision on February 23, 2022, from the Planning Commission. Honnen Equipment owns lot 1 and is in the middle of purchasing lot 2 and 3 so the request is to vacate the subdivision to have one big parcel. There is no objection from the current owners of lot 2 and 3.

Staff Review

Included for your information/reference is a copy of the original subdivision plat and the subdivision vacation plat. City engineering staff has no issue with the vacation but will have to explore a possible access easement for any updated site plan. The subdivision is being vacated and therefore this easement is no longer necessary for the access of lots 2 and 3. On April 24, 2024, the Planning Commission recommended approval of this subdivision vacation to the Council.

ORDINANCE NO. 18-2024

AN ORDINANCE OF WEST HAVEN CITY, UTAH, TERMINATING AND VACATING HBH DEVELOPMENT PLAT, AND ESTABLISHING AN EFFECTIVE DATE.

Section 1. Recitals:

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

WHEREAS, the City Council finds that in conformance with UCA §10-3-717, and UCA §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City has received a request to vacate the current HBH Development subdivision plat, recorded in the offices of the Weber County Recorder as Entry 3238844, and attached as "Attachment A" to this Ordinance; and

WHEREAS, the City Council finds that the Planning Commission has recommended the vacation and amendment of the HBH Development subdivision plat; and,

WHEREAS, the City Council finds that it is in the public interest to effectively promulgate and to vacate the subdivision and the originally recorded plat related thereto and that the adoption of this Ordinance will serve those ends; and,

WHEREAS, the City Council finds that the public safety, health, and welfare is an issue in this matter if the Council does not act and requires action by the City as noted above;

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

1. All of HBH Development subdivision plat, as referenced herein, and as described on the attached "Attachment B", is vacated and amended.

2. The Mayor is authorized to sign this Ordinance.

The foregoing recitals are fully incorporated

Section 2. Repealer of Conflicting Enactments:

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

DRAFT

Section 3. Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5. Date of Effect:

BE IT FURTHER ORDAINED that this Ordinance, and the changes contemplated, shall become effective on this 15th day of May 2024, and after publication or posting as required by law.

DATED this 15th day of May 2024

WEST HAVEN CITY, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and Recorded

_____
Emily Green
City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 18-2024,** entitled "**AN ORDINANCE OF WEST HAVEN CITY, UTAH, TERMINATING AND VACATING HBH DEVELOPMENT PLAT, AND ESTABLISHING AN EFFECTIVE DATE"** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

_____
Emily Green
City Recorder

(city seal)

DRAFT

ATTACHMENT A

Original HBH Development Subdivision Plat as attached to Ordinance 18-2024

DRAFT

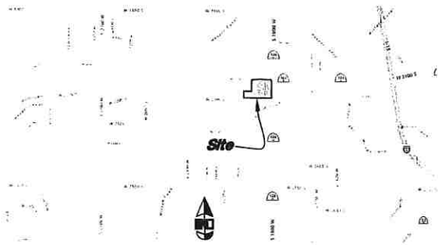
ATTACHMENT B

Vacated and Amended HBH Development Subdivision Plat as attached to Ordinance 18-2024

DRAFT

HBH Development

A part of the Northeast 1/4 of Section 26, T6N, R2W, SLB&M, U.S. Survey
West Haven City, Weber County, Utah
May 2022



VICINITY MAP
Not to Scale

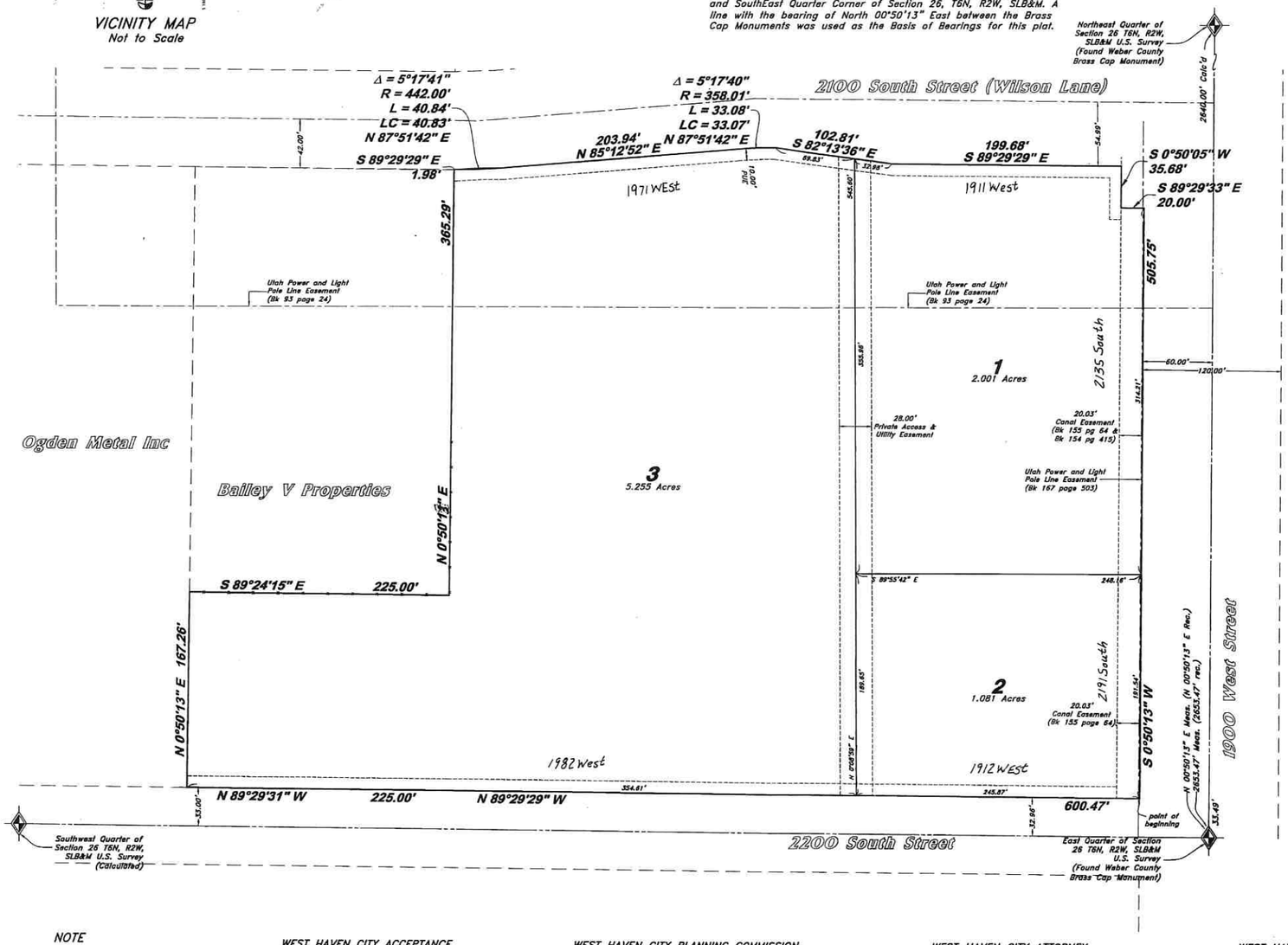
Scale: 1" = 50'

Graphic Scale

NARRATIVE

This Property and Topographic Survey was requested by Mr. John W. Hansen the purpose of subdividing the property shown in preparation for development.

Brass Cap Monuments were found at the Northeast Corner and SouthEast Quarter Corner of Section 26, T6N, R2W, SLB&M. A line with the bearing of North 00°50'13" East between the Brass Cap Monuments was used as the Basis of Bearings for this plat.



NOTE

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. Rebar and cap / Nails at lot corners.

WEST HAVEN CITY ACCEPTANCE

This is to certify that this Subdivision Plat was duly approved and accepted by West Haven City, Utah.
This 18 day of May, 2022.

Attest: Emilie Lyon
Title: City Recorder

Mayor

WEST HAVEN CITY PLANNING COMMISSION

Approved by the West Haven City Planning Commission on the 25th day of May, 2022.

Chair

WEST HAVEN CITY ATTORNEY

This is to certify that this Subdivision Plat was duly approved by the West Haven City Attorney.
This 18 day of May, 2022.

Signature

WEST HAVEN CITY ENGINEER

This is to certify that this Subdivision Plat was duly approved by the West Haven City Engineer.
This 19 day of May, 2022.

Signature

GREAT BASIN ENGINEERING
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6342920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that this plat of HBH Development in West Haven City, Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17.

Signed this 18th day of May, 2022.

6242920
License No.

Andy Hubbard

OWNER'S DEDICATION

KNOWN AS HBH DEVELOPMENT

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, Open Space, and streets as shown on this plat, and name said tract. We also hereby dedicate and Grant to the Owners of these Lots all those parts or portions of said tract designated as Access and Utility Easements, the same to be used for ingress and egress purposes as well as Sanitary Sewer, Water, Drainage and Public Utility installation, operation, and maintenance as my be authorized by the approving authority.

Signed this 18 day of May, 2022.

HBH 1900 WEST LLC
John W. Hansen - Manager

ACKNOWLEDGMENTS

State of Utah
County of } ss

On the 18 day of May, 2022, personally appeared before me John W. Hansen who being by me duly sworn did say that he is manager of HBH 1900 West LLC, Inc. and that said instrument was signed in behalf of said LLC by a resolution of its Board of Directors and John W. Hansen acknowledged to me that said Corporation executed the same.

Residing at: Weber County, Utah

A Notary Public commissioned in Utah

Commission Expires: 8/30/2025

Leisha Lund Maw
Print Name

LEISHA LUND MAW
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/30/2025
Commission # 720080

BOUNDARY DESCRIPTION

A part of the Northeast Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, West Haven City, Weber County, Utah

Beginning at a point North 00°50'13" East along the Section Line 33.49 Feet; thence North 90°00'00" West 60.0 Feet; from the Northwest Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian and running thence North 89°29'29" West 600.47 Feet; thence North 89°29'31" West 225.00 Feet; thence North 00°50'13" East 167.26 Feet; thence South 89°24'15" East 225.00 Feet; thence North 00°50'13" East 365.29 Feet; thence South 89°29'29" East 1.98 Feet to a point of curvature; thence Northeasterly along the arc of a 442.00 Foot Radius curve to the right a distance of 40.84 Feet (Central Angle Equals 5°17'41" and Long Chord Bears North 87°51'42" East 40.83 Feet); thence North 85°12'52" East 203.94 Feet to a point of curvature; thence Northeasterly along the arc of a 358.01 Foot Radius curve to the right a distance of 33.08 Feet (Central Angle Equals 5°17'40" and Long Chord Bears North 87°51'42" East 33.07 Feet); thence South 82°13'36" East 102.81; thence South 89°29'29" East 199.68 Feet; thence South 00°50'05" West 35.68 Feet; thence South 89°29'13" East 20.00' Feet; thence South 00°50'13" West 505.75 Feet to the point of beginning.
Contains 8.490 Acres.

ENGINEER
Great Basin Engineering Inc.
C/O Andy Hubbard
5746 South 1475 East Suite 200
Ogden, Utah 84403
(801) 394-4515
andyh@greatbasineng.com

WEBER COUNTY RECORDER

ENTRY NO. 3228844 FEE PAID $96.00
FILED FOR RECORD AND RECORDED 31-MAY-2022 AT 3:16 PM IN BOOK 93 OF OFFICIAL RECORDS, PAGE 17. RECORDED FOR HBH DEV.

RONALD M. KLUNE
WEBER COUNTY RECORDER
BY: Carrie Mauldin
DEPUTY

21N716

93-17

HBH Development Vacation Exhibit

A part of the Northeast 1/4 of Section 26, T6N, R2W, SLB&M, U.S. Survey
West Haven City, Weber County, Utah
May 2023

Scale: 1" = 50'

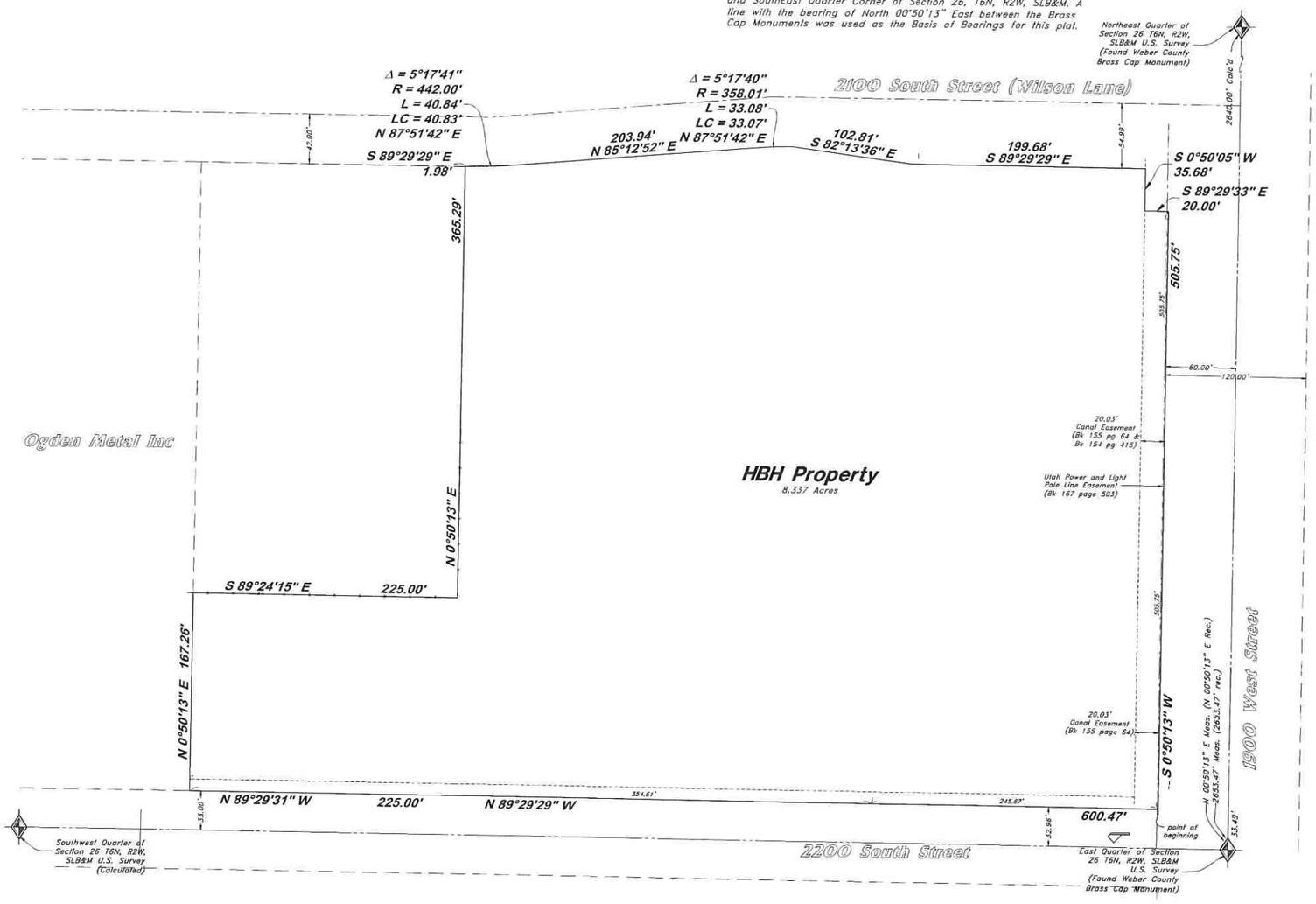
50 0 25 50 60 70 80 90 100

Graphic Scale

NARRATIVE

This Property and Topographic Survey was requested by Mr. John W. Hansen the purpose of subdividing the property shown in preparation for development.

Brass Cap Monuments were found at the Northeast Corner and SouthEast Quarter Corner of Section 26, T6N, R2W, SLB&M. A line with the bearing of North 00°50'13" East between the Brass Cap Monuments was used as the Basis of Bearings for this plat.



SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that this plat of HBH Development in West Haven City, Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17.

Signed this _____ day of _____, 2023.

6242920
License No.

PROFESSIONAL LAND SURVEYOR
04/10/2023
No. 6242920
ANDY HUBBARD
STATE OF UTAH
Andy Hubbard

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, Open Space, and streets as shown on this plat, and name said tract. We also hereby dedicate and Grant to the Owners of these Lots all those parts or portions of said tract designated as Access and Utility Easements, the same to be used for ingress and egress purposes as well as Sanitary Sewer, Water, Drainage and Public Utility installation, operation, and maintenance as may be authorized by the approving authority.

Signed this _____ day of _____, 2023.

HBH 1900 WEST LLC

_____
John W. Hansen – Manager

ACKNOWLEDGMENTS

State of Utah
County of } ss

On the _____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn did say that he is _____ of _____, Inc. and that said instrument was signed in behalf of said LLC by a resolution of its Board of Directors and _____ acknowledged to me that said Corporation executed the same.

Residing at: _____

_____
A Notary Public commissioned in Utah

Commission Expires: _____

_____
Print Name

VACATED BOUNDARY DESCRIPTION

A part of the Northeast Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, West Haven City, Weber County, Utah

Beginning at a point North 00°50'13" East along the Section Line 33.49 Feet; thence North 90°00'00" West 60.0 Feet; from the East Quarter Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian and running thence North 89°29'29" West 600.47 Feet; thence North 89°29'31" West 225.00 Feet; thence North 00°50'13" East 167.26 Feet; thence South 89°24'15" East 225.00 Feet; thence North 00°50'13" East 365.29 Feet; thence South 89°29'29" East 1.98 Feet to a point of curvature; thence Northeasterly along the arc of a 442.00 Foot Radius curve to the right a distance of 40.84 Feet (Central Angle Equals 5°17'41" and Long Chord Bears North 87°51'42" East 40.83 Feet); thence North 85°12'52" East 203.94 Feet to a point of curvature; thence Northeasterly along the arc of a 358.01 Foot Radius curve to the right a distance of 33.08 Feet (Central Angle Equals 5°17'40" and Long Chord Bears North 87°51'42" East 33.07 Feet); thence South 82°13'36" East 102.81; thence South 89°29'29" East 199.68 Feet; thence South 00°50'05" West 35.68 Feet; thence South 89°29'13" East 20.00' Feet; thence South 00°50'13" West 505.75 Feet to the point of beginning.
Contains 8.490 Acres.

NOTE

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. Rebar and cap / Nails at lot corners.

WEST HAVEN CITY ACCEPTANCE

This is to certify that this Subdivision Plat was duly approved and accepted by West Haven City, Utah. This_____day of_____, 2023.

Attest_____

Title _____

_____
Mayor

WEST HAVEN CITY PLANNING COMMISSION

Approved by the West Haven City Planning Commission on the____day of_____, 2023.

_____
Chair

WEST HAVEN CITY ATTORNEY

This is to certify that this Subdivision Plat was duly approved by the West Haven City Attorney. This_____day of_____, 2023.

_____
Signature

WEST HAVEN CITY ENGINEER

This is to certify that this Subdivision Plat was duly approved by the West Haven City Engineer. This_____day of_____, 2023.

_____
Signature

ENGINEER
Great Basin Engineering Inc.
C/O Andy Hubbard
5746 South 1475 East Suite 200
Ogden, Utah 84403
(801) 394-4515
andyh@greatbasineng.com

WEBER COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED_____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____ RECORDED FOR_____

_____
WEBER COUNTY RECORDER

BY:_____
DEPUTY

21N716

City Council
Staff Review Memo

May 15, 2024

Alika Murphy, City Planner I

Easement Vacation

Request: Consider and make a decision on a request to vacate a private access and utility easement located within parcels 157880003, 157880002, 157880001
Property Address: Parcels 157880003, 157880002, 157880001
Property Zone: C-2
Property Size: 8.33 acres
Applicant: RDO Equipment (Agent: Genneva Blanchard)

Decision Type: Legislative Recommendation
Staff Recommendation: See comments under "Staff Review"

Background

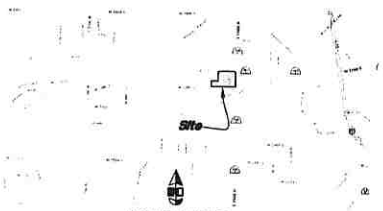
Honnen Equipment received final subdivision approval for the HBH three lot subdivision on February 23, 2022 from Planning Commission. Part of the subdivision was the addition of a private access and utility easement to provide access to lots 2 and 3 of the commercial subdivision as they developed. Honnen Equipment owns lot 1 and is in the middle of purchasing lot 2 and 3 to be able to have one big lot thereby not needing that extra access easement. Planning and engineering staff have looked at the easement vacation and do not find a problem with it.

Staff Review

Included for your information/reference is a copy of the original subdivision plat and the easement vacation exhibit. City engineering staff has no issue with the vacation but will have to explore a possible access easement for any updated site plan. The subdivision is being vacated and therefore this easement is no longer necessary for the access of lots 2 and 3.
On April 24, 2024 Planning Commission recommended approval of this easement vacation to the Council.

HBH Development

A part of the Northeast 1/4 of Section 26, T6N, R2W, SLB&M, U.S. Survey
West Haven City, Weber County, Utah
May 2022



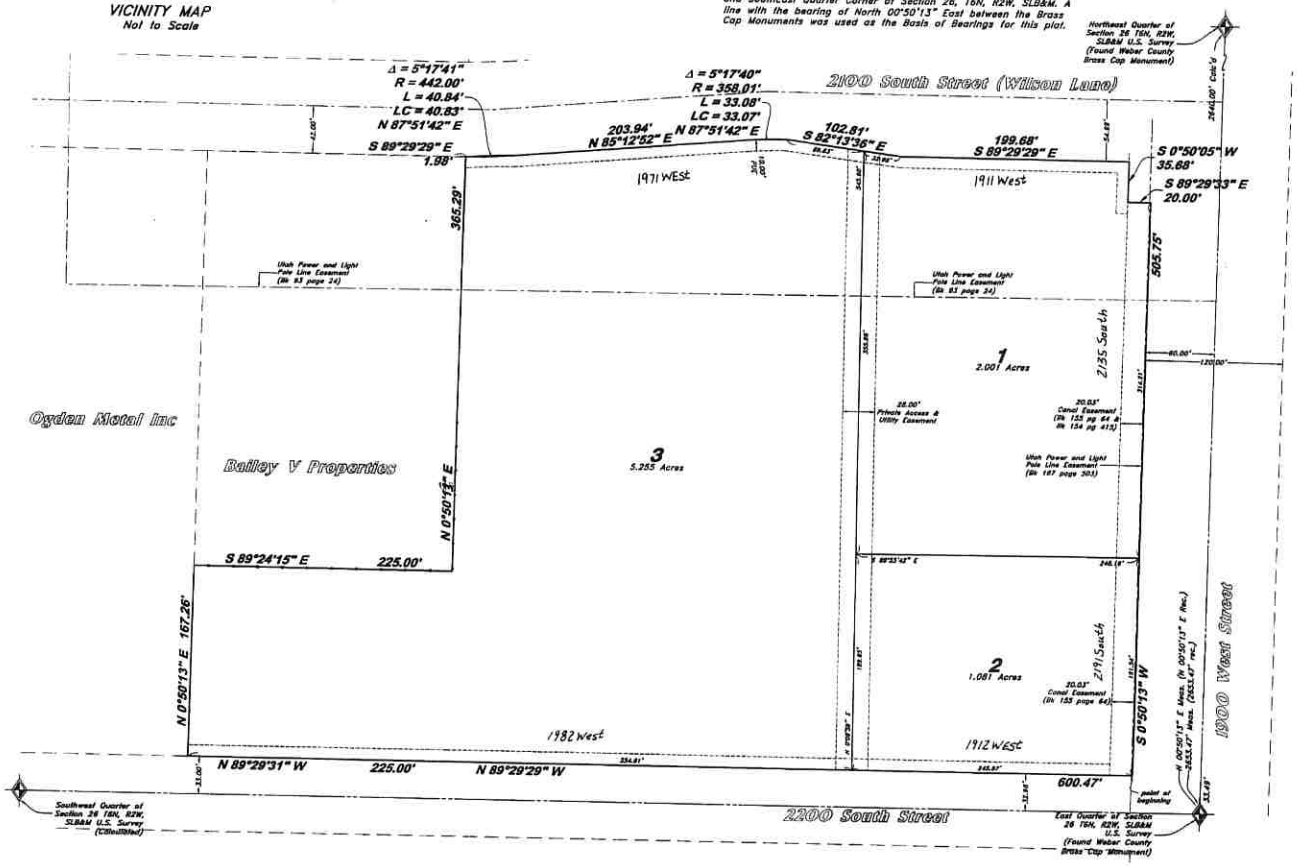
VICINITY MAP
Not to Scale

Scale 1" = 50'
Graphic Scale

NARRATIVE

This Property and Topographic Survey was requested by Mr. John W. Hansen the purpose of subdividing the property shown in preparation for development.

Brass Cap Monuments were found at the Northeast Corner and SouthEast Quarter Corner of Section 26, T6N, R2W, SLB&M. A line with the bearing of North 00°50'13" East between the Brass Cap Monuments was used as the Basis of Bearings for this plat.



SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that this plat of HBH Development in West Haven City, Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17.

Signed this 18th day of May, 2022.

6242920
License No.

Andy Hubbard

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, Open Space, and streets as shown on this plat, and name said tract, We also hereby dedicate and Grant to the Owners of these Lots all those parts or portions of said tract designated as Access and Utility Easements, the same to be used for ingress and egress purposes as well as Sanitary Sewer, Water, Drainage and Public Utility installation, operation, and maintenance as may be authorized by the approving authority.

Signed this 18 day of May, 2022.

HBH 1900 WEST LLC
John W. Hansen – Manager

ACKNOWLEDGMENTS

State of Utah
County of } ss

On the 18 day of May, 2022, personally appeared before me John W. Hansen who being by me duly sworn did say that he is manager of HBH 1900 West LLC, Inc. and that said instrument was signed in behalf of said LLC by a resolution of its board of Directors and John W. Hansen acknowledged to me that said Corporation executed the same.

Residing at: Weber County, Utah
Notary Public, commissioned in Utah

Commission Expires: 8/30/2025
Print Name

LEISHA LUND MAW
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/30/2025
Commission # 730060

BOUNDARY DESCRIPTION

A part of the Northeast Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, West Haven City, Weber County, Utah

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Contains 8.490 Acres.

NOTE

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. Rebar and cap / Nails at lot corners.

WEST HAVEN CITY ACCEPTANCE

This is to certify that this Subdivision Plat was duly approved and accepted by West Haven City, Utah. This 19 day of May, 2022.

Attest: Emilie Lyon
Title: City Recorder
Mayor

WEST HAVEN CITY PLANNING COMMISSION

Approved by the West Haven City Planning Commission on the 25th day of May, 2022.

Chair

WEST HAVEN CITY ATTORNEY

This is to certify that this Subdivision Plat was duly approved by the West Haven City Attorney. This 15 day of May, 2022.

Signature

WEST HAVEN CITY ENGINEER

This is to certify that this Subdivision Plat was duly approved by the West Haven City Engineer. This 19 day of May, 2022.

Signature

GREAT BASIN ENGINEERING

5746 South 1475 East Ogden, Utah 84403
Main (801) 394-4515 N.L.C. (801) 621-3222 Fax (801) 392-7544
www.greatbasinengineering.com

ENGINEER
Great Basin Engineering Inc.
C/O Andy Hubbard
5746 South 1475 East Suite 200
Ogden, Utah 84403
(801) 394-4515
andyh@greatbasineng.com

WEBER COUNTY RECORDER

ENTRY NO. 3238944 FEE PAID $ 56.00 FILED FOR RECORD AND RECORDED 31-MAY-2022 AT 3:16 PM IN BOOK 93 OF OFFICIAL RECORDS, PAGE 17 RECORDED FOR HBH DEV.

ERNEST H. KIAS
WEBER COUNTY RECORDER
BY: Carrie Mcmillan
DEPUTY

21N/16

93-17

ORDINANCE NO. 19-2024

AN ORDINANCE OF WEST HAVEN CITY, UTAH, TERMINATING AND VACATING THAT CERTAIN "PRIVATE ACCESS & UTILITY EASEMENT" WITHIN THE HBH DEVELOPMENT PLAT, AND ESTABLISHING AN EFFECTIVE DATE.

Section 1. Recitals:

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

WHEREAS, the City Council finds that in conformance with UCA §10-3-717, and UCA §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City received a request to vacate HBH Development subdivision plat, recorded in the offices of the Weber County Recorder as Entry 3238844; and

WHEREAS, the City Council finds that the Planning Commission recommended the vacation of this previously recorded subdivision plat which includes a private access and utility easement; and,

WHEREAS, the City Council finds that the Planning Commission then made the recommendation to vacate the private access and utility easement since the subdivision plat would be vacated and be one lot with one tax identification number and there is not a need to have a private access and utility easement cutting through the middle of one large lot; and

WHEREAS, the City Council finds that the necessary public hearing has been conducted in this matter; and,

WHEREAS, the City Council finds that it is in the public interest to effectively promulgate and to vacate the private access and utility easement and that the adoption of this Ordinance will serve that end; and,

WHEREAS, the City Council finds that the public safety, health, and welfare is not at issue in this matter and requires action by the City as noted above;

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

1. All of that twenty-eight-foot private access and utility easement within HBH Development plat, as referenced herein, and as described on the attached Exhibit A, is vacated.

2. That the Mayor is authorized to sign this Ordinance.

DRAFT

The foregoing recitals are fully incorporated

Section 2. Repealer of Conflicting Enactments:
All orders, ordinances, and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of the provisions of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3. Prior Ordinances and Resolutions:
The body and substance of any prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:
If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not render any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of West Haven City

Section 5. Date of Effect:
BE IT FURTHER ORDAINED that this Ordinance, and the changes contemplated, shall become effective on the 15th day of May 2024, and after publication or posting as required by law.

DATED this 15th day of May 2024.

WEST HAVEN CITY, a municipal corporation

by:_____
Mayor Rob Vanderwood

Attested and Recorded

_____
Emily Green
City Recorder

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 19-2024,** entitled "**AN ORDINANCE OF WEST HAVEN CITY, UTAH, TERMINATING AND VACATING THAT CERTAIN "PRIVATE ACCESS & UTILITY EASEMENT" WITHIN THE HBH DEVELOPMENT PLAT, AND ESTABLISHING AN EFFECTIVE DATE"** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on May 15, 2024 which appears of record in my office, with the date of posting or publication being May ____, 2024.

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

_____
Emily Green
City Recorder

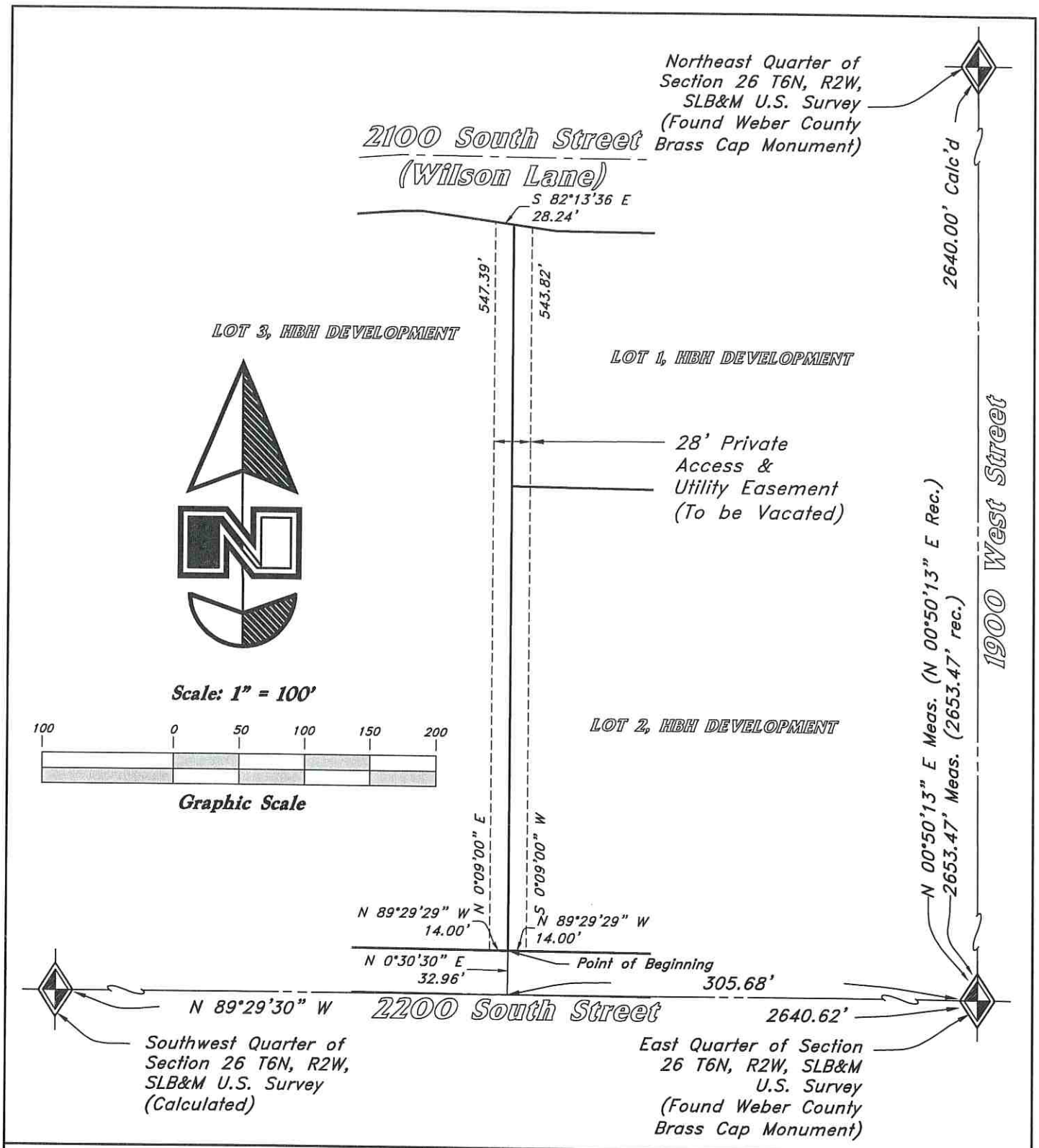
(city seal)

DRAFT

ATTACHMENT A

The description of that twenty-eight-foot private access and utility easement within the HBH Development plat to be vacated, as attached to Ordinance 19-2024

DRAFT



GREAT BASIN ENGINEERING INC
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

Job Name:	HBH DEVELOPMENT PRIVATE ACCESS & UTILITY EASEMENT VACATION
Job No:	21N716
Date:	April 17, 2024

Sheet No.
C1
Sheet Reference
CD-101

GREAT BASIN ENGINEERING

HBH Development

5/9/2024

Private Access & Utility Easement (To be Vacated)

All that portion of the Private Access and Utility Easement crossing Lots 1 through 3, HBH Development (Weber County Recorder's Office Entry No. 3238844, in Bk. 93, at Pg. 17);

Beginning at the South common corner to Lots 2 and 3 being a point on the North Right of way line of 2200 South Street, said point is 305.68 feet North 89°29'30" West and 32.96 feet North 00°30'30" East from the East Quarter Corner of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian; and running thence along the Southerly line of said Lot 3 North 89°29'29" West 14.00 feet; thence North 00°09'00" East 547.39 feet to a point on the South Right of way line of 2100 South Street; thence South 82°13'36" East 28.24 feet; thence South 00°09'00" West 543.82 feet to a point on the Southerly line of said Lot 2; thence running along said Southerly line North 89°29'29" West 14.00 to the point of beginning.

Contains 15,276 sqft.

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Consolidate Fee Schedule

In the recent past, the City has assembled all of their fees into a consolidated fee schedule. This is the first time that the City has amended the fee schedule. You will note that the strikethrough and underline format has been used to denote text that is proposed to be deleted and text to be inserted.

Garbage Fees. Since the City first instituted a City-wide curbside collection service in 2021 the fee charged to residents for garbage services has been $11.73 for each first garbage container and $7.48 for each additional garbage container. This fee was not included in the initial adoption of the consolidated fee schedule. As such this amendment simply includes the current fee that the City charges.

However, as discussed in the budget meeting City staff is proposing that this fee be increased soon as the cost associated with this service has increased since 2021. I would anticipate that a specific proposal regarding increasing this fee may be proposed in June or July 2024.

Community Center Fees & Prevedel Park Fees. Included in this fee schedule are new fees associated with the City opening the Community Center and Prevedel Park. These fees are proposed to recover some of the cost associated with the public's use of the facility while not pricing out or discouraging the use of these facilities.

Recreation Fees. This proposed amendment was discussed during the budget process. I recommend that the City balance cost recovery when setting the recreation participation fees while keeping program fees affordable to encourage/allow participation in these programs. Recreation participant fees generally pay for the direct expense of programs. Specifically, the participation fees cover such costs as referees, uniforms, and equipment, etc. However, the participant fees do not cover indirect costs such as salaries and benefits of the Recreation Coordinators, administrative supplies, utilities, overhead, etc.

With fluctuating costs, it is recommended that the City's fee schedule not identify the specific cost for participation fees, but rather include the policy directive when setting these fees such as:

> "The Parks & Recreation Director, in coordination with the Recreation Supervisor, is authorized to determine and charge the cost of participant fees based on the estimated actual direct costs for each recreation program per estimated participant numbers."

The general directive in the fee schedule regarding how to calculate the program participation fees will allow the fees to be kept current and allow for the fees to be adjusted according to the direct costs.

Resolution No. 17-2024

RESOLUTION OF WEST HAVEN CITY AMENDING THE CONSOLIDATED FEE SCHEDULE; AUTHORIZING THE MAYOR TO SIGN THE RESOLUTION; 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; and,

WHEREAS, the City Council has previously adopted, by Ordinance No. 26-2023, a consolidated fee schedule; and

WHEREAS, the City Council further provided in that ordinance that amendments to said consolidated fee schedule may be accomplished by resolution of the City Council; and

WHEREAS, it is necessary, from time to time, to update said fee schedule in order to meet cost increases to the City or to better serve the community; and

WHEREAS, to do so will promote the health, welfare, safety and general well-being of the citizens and visitors of West Haven City and is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN AS FOLLOWS:

SECTION II. AMEND CERTAIN SECTIONS OF THE CONSOLIDATED FEE SCHEDULE

1. That West Haven City Consolidated Fee Schedule shall be amended in numerous places as outlined in Exhibit A, attached hereto and incorporated herein.
2. All other provisions of the Consolidated Fee Schedule shall remain in full force and effect unless specifically amended hereby.
3. That the Mayor is authorized to sign this Resolution.
4. This resolution shall be effective immediately as allowed by law.
5. The foregoing Recitals are fully incorporated herein.

DRAFT

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 15th day of May 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May 2024.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

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

DRAFT

EXHIBIT A

Amended West Haven City Consolidated Fee Schedule
Attached to **Resolution No. 17-2024**

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BUILDING/ENGINEERING	FINE AMOUNT
Excavation Fees	
Basic Application Fee	$150
Permit Renewal	$75
Permit Extension	$75
Reinspection fee	$50
Working without a permit	$500
Violation fee	$1000
Street cut fee	$2.50 per sq.ft.
Emergency fee (+ application $150 and street cut fee $2.50 sq.ft.)	$500.00
3-10 year old road cut fee (+ application $150 and street cut fee $2.50 sq.ft.)	$125
Bore pit fee (+ $2.50 sq.ft. for pits 1 sq.ft. or greater)	$100
Utility pothole	$50
Re-inspection Fees	
Re-inspection fee	$100
Fine for Scheduling Inspection Without Being Ready for Inspection	$50
Occupying structure prior to obtaining Certificate of Occupancy	1% of permit value/per day
Stop Work Order-Building Projects Started Without a Permit	2X the permit fee
Removal of Building Non-Compliance	$75
BUSINESS LICENSING	
Home Occupation	$50
Temporary license (1 to 30 days)	$50
Solicitor Permit	$75
Home Day Care	
Level 1 – fewer than 8 children	$50
Level 2 – 9 to 16 children	$100
Commercial Day Care	$200
Home Preschool – 12 students or less per class	$100
Commercial Preschool	$200
Commercial Business	
Minor – all businesses not classified as major or Big Box	$200

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Major - alcohol, convenience store, mobile home parks, motel, hotel, all businesses in M-1 and M-2 zones	$1,000
Big Box – over 40,000 square feet gross floor area	$2,000
Beer Licenses	
Class A – tavern and club	$500
Class B – off premise - Convenience Store	$200
Class C – on premise - Restaurants	$200
Late Fees for all Business Licenses - 50% of price of license after Jan. 31	50% of price of license after January 31
CODE ENFORCEMENT	
Property Clean-up	Actual cost of work or contract
Non-Compliance Citation – may be waived with compliance agreement	$100
Second citation in same calendar year - Automatic	$100
Third Citation in same calendar year - Automatic	$250
Forth Citation in same calendar year - Automatic	$500
Administrative Cost	$75
Inspector Cost /re-inspection	$75
Removal of Lien	$60
COMMUNITY DEVELOPMENT	
Subdivision	
Preliminary Filing Fee – 1 to 5 lots	$500
Preliminary Filing Fee – 6 or more lots	$500
Preliminary Per Lot Fee – 1 to 5 lots	$50 per lot
Preliminary Per Lot Fee – 6 or more lots	$50 per lot
Final Per Lot Fee – 1 to 5 lots	$700 + $25 per lot
Final Per Lot Fee – 6 or more lots	$700 + $75 per lot
Inspection Per Lot Fee – 1 to 5 lots	$150
Inspection Per Lot Fee – 6 or more lots	$150
Subdivision amendment	$200 +$25 per lot affected
Amended Preliminary Plat	$200
Design Review Committee (DRC)	$300
Site Plan	
Apartments	
Preliminary Per Building	$500 + $200 per building
Final Per Building	$500 + $250 per building
Commercial	
Preliminary Site Plan	Suggested: One fee $500 + 50 per acre (0-5) $1500+75 per acre (5.01-10 acres) $2000+100 per acre (10.01-15 acres) $3000 + 100 per acre (15.01+)

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Final Site Plan	$100
City review of Site Plan	$250 per plan set
Conditional Use Permit	$100 plus $10.00 (1-5 acres) $20.00 (5.01+ acres)
Zoning Map Amendment	
Residential	$200 for 0-1 acres of project size, **plus** $25 per acre on lots 1.01 to 5 acres of project size, or **plus** $5 per acre on lots over 5 acres
Commercial	$200 for 0-1 acres of project size, **plus** $50 per acre on lots 1.01 to 5 acres of project size, or **plus** $10 per acre on lots over 5 acres
MDA Concept Review	$300
Annexation	Cost of postage for noticing
GARBAGE COLLECTION SERVICES	
First Garbage Can	$11.73
Additional Garbage Cans	$7.48 for each additional can
LEGAL	
Administrative Hearing	$100
Discovery Fees	
Electronic delivery of media-video, audio, or pictures	$25
Electronic delivery of Police or other written reports-longer than one page (more than one page citation alone)	$5
Electronic delivery of citation (with notes)	Free
MISCELLANEOUS FEES	
Community Room Rental	
Resident	$40 per hour + $200 refundable deposit
Non-Resident	$60 per hour + $200 refundable deposit
Non-profit	$20 per hour + $100 refundable deposit
Maps (11" X 17")	$3 per map
Records Request	$.25 per page
PARKS AND RECREATION	
Cemetery Fees	
Residential Costs	
Plot Purchase (includes perpetual care) – flat area	$550
Plot Purchase (includes perpetual care) – raised area	$650
Opening/closing M-F	
Adult	$400
Infant (2 years and younger)	$250
Urn	$200
Opening/closing weekend/holiday	

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Adult	$500
Infant (2 years and younger)	$300
Urn	$250
Disinterment	$500
Non-Residential Costs	
Plot Purchase (includes perpetual care) – flat area	$1,000
Plot Purchase (includes perpetual care) – raised area	$1,100
Opening/closing M-F	
Adult	$625
Infant (2 years and younger)	$450
Urn	$300
Opening/closing weekend/holiday	
Adult	$750
Infant (2 years and younger)	$550
Urn	$400
Disinterment	$800
Deed Reprint	$35
Deed Transfer Fee	$25
Monument Moving Fee	
Flat Stone	$100
Upright Stone	$250
Community Center Fees	
Rental Fee	$50 per hour with a minimum of two hours + $200 damage/cleaning deposit
Non-Resident Rental Fee	$50 per hour with a minimum of two hours + $200 damage/cleaning deposit
Game Rentals	$15
Arena Fees	
Yearly Arena Rental (per time slot)	
Junior Posse, 4-H groups	$400
Adult Horse Groups, no stock	$500
Adult Horse Group, with stock	$700
Arena – exclusive use	$50 per hour
Arena – special events	$75 damage/cleaning deposit
Additional grooming	$45 per hr. advanced deposit
Saturday rental (non-profit)	$250 per time slot
Saturday – stock charge (non-profit)	$50
Saturday rental (Commercial groups)	$500 per time slot
Saturday - stock charge (Commercial groups)	$300
Weeknight rental (non-profit)	$175
Weeknight – stock charge (non-profit)	$50
Weeknight (Commercial groups)	$300
Weeknight - stock charge (Commercial groups)	$300
City **Park Facility Fees**	
Concession Building	$75 per day + $100 damage/cleaning deposit

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Park Pavilion Reservation Resident	$50 per day + $75 damage/cleaning deposit
	$30 per half day + $75 damage/cleaning deposit
Park Pavilion Reservation Non-Resident	$100 per day + $75 damage/cleaning deposit
	$60 per half day + $75 damage/cleaning deposit
Park Pavilion Reservation Business and 50+ Parties	$100 per day + $75 damage/cleaning deposit
	$55 per half day + $75 damage/cleaning deposit
Prevedel Park Facility Fees	
Prevedel Park Camping- Resident	$20 per night, with a maximum of 2 consecutive nights + $75 damage/cleaning deposit
Prevedel Park Camping- Non- Resident	$25 per night, with a maximum of 2 consecutive nights + $75 damage/cleaning deposit
Field Fees	
Baseball	
League	$35 per field/day + $15 per game + $25 an hour for lights
Tournament	$35 per field/day + $20 per game + $25 an hour for lights
Softball	
League	$35 per field/day + $15 per game + $25 an hour for lights
Tournament	$35 per field/day + $20 per game + $25 an hour for lights
Soccer/Lacrosse	
Youth league/non-profit	No fee
Adult League	$30 per field/day + $20 per game
Tournament	$50 per field/day + $20 per game
Tennis	$10 per match
Volleyball	$20 tournament fee/court + $5 per match
Recreation Program Participant Fees	
Recreation Program Participant Fees	The Parks & Recreation Director, in coordination with the Recreation Supervisor, is authorized to determine and charge the cost of participant fees based on the estimated actual direct costs for each recreation program per estimated program participant numbers
Non-Resident Recreation Program Participant Fees	$5.00 in addition to the Recreation Program Participant Fee established by the Parks & Recreation Director
~~Winter Archery~~	~~$60~~
~~Winter Archery Non-Resident~~	~~$65~~
~~Adult coed Volleyball~~	~~$215 per team~~
~~Adult coed Volleyball Non-Resident~~	~~$215 per team~~

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~~Boys Baseball~~	~~$60.00~~
~~Boys Baseball Non-Resident~~	~~$65.00~~
~~Girls Softball~~	~~$60.00~~
~~Girls Softball Non-Resident~~	~~$65.00~~
~~T-ball Co-Ed~~	~~$45~~
~~T-ball Co-Ed Non-Resident~~	~~$50~~
~~Coach Pitch Co-Ed~~	~~$45~~
~~Coach Pitch Co-Ed Non-Resident~~	~~$50~~
~~Machine Pitch~~	~~$55.00~~
~~Machine Pitch Non-Resident~~	~~$60.00~~
~~Karate~~	~~$35~~
~~Karate Non-Resident~~	~~$35~~
~~WFFL Tackle Football~~	~~$150~~
~~WFFL Tackle Football Non-Resident~~	~~$150~~
~~Tennis~~	~~$40~~
~~Tennis Non-Resident~~	~~$45~~
~~Archery in the Park Camp~~	~~$40~~
~~Archery in the Park Camp~~	~~$45~~
~~Grizzly Youth Football Camp~~	~~$40~~
~~Grizzly Youth Football Camp Non-Resident~~	~~$40~~
~~NFL Flag Football~~	~~$65~~
~~NFL Flag Football Non-Resident~~	~~$70~~
~~Jr. Instructional Basketball~~	~~$55~~
~~Jr. Instructional Basketball Non-Resident~~	~~$60~~
~~Girls Basketball~~	~~$60~~
~~Girls Basketball Non-Resident~~	~~$65~~
~~Boys Basketball~~	~~$60~~
~~Boys Basketball Non-Resident~~	~~$65~~
~~Fishing Club~~	~~$25~~
~~Fishing Club Non-Resident~~	~~$25~~
~~Hunters Safety~~	~~$5~~
~~Hunters Safety Non-Resident~~	~~$5~~
~~Advanced Archery~~	~~$50~~
~~Advanced Archery Non-Resident~~	~~$55~~
STORM WATER	
Storm Water Permit Fees	
Flood Plain Development Permit	$150
Stormwater Construction Activity Permit - MINOR	$150
Stormwater Construction Activity Permit – MAJOR Includes permit review, approval, initial inspection and 6 months of city inspections	$500
Storm Water permit renewal	$300
Outsourced Clean-up fee	Reimburse contractor costs + Administrative cost of $75
Control Measure Violation	

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Failure to develop any or adequate SWPPP/SWMP (BOC17)	$500
Failure to apply/ working without NOI	$250
Failure to gain a SW construction activity permit	$250
Failure to maintain records (BOR41)	$150
Failure to conduct inspections (BOR12)	$150
Failure to implement SWPPP/SWMP (BOC18)	$150
Failure to properly operate and maintain BMP's (BR19B)	$150
Failure to properly install/implement BMP's (BR19A)	$150
Failure to monitor (COR11)	$150
Failure to apply for Notice of Termination (DOR18)	$250
Re-inspection Fee	$75
Illicit Discharge to City Storm Water	$500 maximum
Violation of City MS4 permit	$500 maximum
TELECOMUNICATIONS FRANCHISE FEE	
Telecommunication Franchise Application	$1,000

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STAFF REPORT

TO: Mayor, City Council, City Manager

FROM: Amy Hugie, City Attorney

DATE: May 8, 2024

SUBJECT: Proposed Policy Regarding Elected Officials and Health Insurance Benefits

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The following staff report discusses the proposed policy regarding elected officials being able to participate in the City's health insurance benefits.

Background and Analysis

Currently, no elected official (Mayor or City Councilmember) can participate in the City's health insurance benefits. In the past, PEHP has had a policy that unless an elected official was eligible, as defined in a City's personnel policies, and worked at least 20 hours per week then they could not participate. At this time, PEHP eliminated the requirement that an elected official has to work at least 20 hours per week.

The City Council has discussed at a previous work session regarding the possibility of allowing elected officials to be able to participate in the City's health insurance benefits if the elected official pays the full amount of premium, instead of being treated like the other employees that have 100% of the premium paid. The following would be a possible proposed policy:

> ***During their term of office, West Haven City Elected Officials may be eligible to participate in the City health, dental, and vision insurance plan. Elected Official's participation is subject to the City's insurance carrier's policies that govern enrollment eligibility permitting participation.***
>
> ***When the City's insurance carriers allow enrollment, the Elected Officials who choose to participate shall be responsible for one hundred (100%) of their monthly insurance premiums. Elected Officials shall pay their monthly insurance premiums in advance of the City's payment date to the insurance carrier.***

This language has been emailed to PEHP for their review, and PEHP has approved the proposed language. However, there have been concerns expressed by some councilmembers at the last work session regarding whether to move forward with an amendment to the Personnel Policy Handbook regarding adopting this policy or not.

Requested Action

At this time, staff is requesting that the City Council vote on whether the Council wishes to create this policy or not so that staff knows whether to prepare a resolution for the Council to adopt the policy and amend the Personnel Policy Handbook.

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Prevedel Park Amphitheater Grant

Prevedel Park is a natural park is in proximity of 1300 South and 2300 West. The Weber/Ogden River runs through the middle of the park and this area is constantly filled with birds, and other wildlife, making it a prime camping location in Weber County. West Haven City has improved this nature park with restrooms, and eight camping sites.

City staff has proposed via a grant to construct an outdoor Amphitheater. The Amphitheater will complement the campgrounds and would be an ideal place to hold nature presentations and help facility the use of Prevedel Park for larger events such as youth conferences, etc.

Through the efforts of Sheri Bingham, West Haven City has secured a grant award up to $50,000 from the State, Department of Natural Resources Division of Outdoor Recreation. The State will not fund more than 50% of the eligible costs of the project eligible costs, with the City's matching funds be provided through impact fees. The City has until September 30, 2026 to construct the Amphitheater, with the Parks and Recreation Director managing this grant and project.

Resolution No. 19-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING THE ADOPTION OF THE CONTRACT FOR THE UTAH OUTDOOR RECREATOIN GRANT AND ACCEPTANCE OF THE AWARDED GRANT MONEY; AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT; SUBMIT GRANT APPLICATIONS FOR RAMP FUNDING; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; 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 applying for grants and accepting grants that have been awarded; and

WHEREAS, the State of Utah Division of Outdoor Recreation makes grant money available for outdoor recreation projects; and

WHEREAS, the City applied for grant money through this program for building an amphitheater for Prevedel Park in the City and for the betterment of the City; and

WHEREAS the City was notified that it has been awarded grant money through this program for the amphitheater; and

WHEREAS, the State of Utah Division of Outdoor Recreation requires that the City sign a contract as a condition of awarding the grant money; and

WHEREAS, the City Council has reviewed the contract and wishes to adopt the contract and accept the grant money from the State of Utah Division of Outdoor Recreation in order to be able to build an amphitheater in the City's Prevedel Park for the benefit of its residents; and

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

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

SECTION II.

1. That the City Council has reviewed the following State of Utah Contract, Division of Outdoor Recreation, Utah Outdoor Recreation Grant, a copy of which is attached as Attachment A to this Resolution, and hereby authorizes the City Manager to sign the Contract itself and any other documents necessary to be able to accept and be awarded the grant money outlined in the Contract.

DRAFT

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

3. This resolution shall be effective immediately as allowed by law.

4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 15th day of May 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May 2024.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

DRAFT

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

DRAFT

ATTACHMENT "A"

STATE OF UTAH CONTRACT, DIVISION OF OUTDOOR RECREATION, UTAH OUTDOOR RECREATION GRANT, ATTACHED TO **RESOLUTION NO. 19-2024**

DRAFT

Contract No.
Vendor No .107858A

STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Utah Outdoor Recreation Grant (UORG)

West Haven City Prevedel Park Amphitheater

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State,

   Department of Natural Resources
   Division of Outdoor Recreation
   1594 West North Temple #100
   Salt Lake City, UT 84116

   Contact Person: Caroline Weiler
   Phone: 385-264-4171
   Email: cweiler@utah.gov

   and the following Grantee:
   West Haven City
   4150 South 3900 West
   West Haven, UT 84401

   Federal Tax ID: 87-0487546

   Contact Person: Sheri Bingham
   Email: sherib@westhavencity.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to award funding for the **West Haven City Prevedel Park Amphitheater**. This contract provides terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.

3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 79-8-301 through 304 and Utah Administrative Code R650-302. All awarded funding is subject to and contingent on legislative appropriation.

4. **CONTRACT PERIOD:**
   This contract is executed as of the date of the last signature and is effective through **September 30, 2026,** unless terminated early or extended in accordance with the terms and conditions of this contract.

5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to **$50,000**.

Fund: 2306 **Appropriation:** 2306
Unit: 8272 **Commodity Code:** 99999

6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants
Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
Attachment C – Scope of Work

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to This contract is entered pursuant to the State's authority to administer funds under the Utah Code § 79-8-301 through 304 and Utah Administrative Code R650-302, and Salesforce funding application APP-003502, and all documentation submitted for this project.

8. **CONTRACT EXECUTION:**
Each person signing this contract represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

9. **USE OF GRANT MONIES**
In signing this contract Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all grant monies in furtherance of the Project set out in the Project proposal as approved by the State, and in a way that is consistent with the Scope of Work attached to this contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Grantee and the State, no grant monies may be used for costs or expenses not associated with the approved Project, including expenses associated with other project or grants, even if those project or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of grant monies on any cost or expense that is not directly associated with the Project approved by the State in connection with this Contract constitutes a material breach of this Contract. Grantee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended grant monies and to take any other legal action that the State, at its sole discretion, determines to be necessary to ensure grant monies are or were expended in a manner consistent with the requirements of this contract and Utah law.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

WEST HAVEN CITY

Signature: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH
Division of Outdoor Recreation

Signature: _____

Name: Tara McKee

Title: Deputy Director, Grants & Planning

Date: _____

STATE OF UTAH
Division of Finance – Reviewed and Processed

Date: _____

Contract Number:

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
    1. "**Contract**" means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
    2. "**Grant Money**" means money derived from State gas tax that are owned, held, or administered by the State.
    3. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
    4. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
    5. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
    6. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties; which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph includes but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The state may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract or sublet rights, or delegate any right or obligation
under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section. This provision does not apply to Federal Government Grantees.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary, or otherwise in the intellectual property owned or licensed by the other unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: February 2022)

Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:**
   a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
   b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
   c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
   d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
   e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
   f. The Grantee agrees that the project area acquired, developed, or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to another use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
   g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
   h. The Grantee shall provide evidence that the infrastructure project has county, city, or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof of continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
   i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
   j. All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before the completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
   k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
   l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or

close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

a. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
b. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, a press release to the local media or social media outlets to appropriately promote the public use of the project.

2. **NATURE OF ENTITY:**
   a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.
   b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. **REPORTING:**
   a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
      i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C.
      ii. A brief synopsis of the work completed in the previous six months; and
      iii. An outline of the work anticipated to be completed in the next six months.
   b. If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential contract extension should such extension be necessary to complete Grantee's project.

4. **FUNDING:**
   a) The Awardee shall not receive any award funds until this Contract is fully signed and executed.
   b) Up to 75% of the Contract Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's project. The previous upfront funds must be spent, and documentation submitted before requesting an additional 25% in upfront funds.
      (i) A project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
      (ii) A project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bids, or quotes showing the need for upfront funding.
      (iii) Within six months of receipt of 75% of contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
      (iv) The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site Inspection (if applicable), and submission of the Final Report.
   a) In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
   b) All funds must be spent by the Grantee within the scope of the Grantee's project.
   c) The State will not fund more than 50% of the eligible costs of the project eligible costs. For grant awards exceeding the mini-grant category, the grant recipient shall provide matching funds based on an algorithm that takes into account the total population of the county as well as per capita income; 20%-50% of the project's eligible costs.
   d) At least 50% of the Grantee's required matching funds must be paid in cash.
   e) Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if

i. Approved in advance by the State;
ii. The Grantee is a non-profit corporation or governmental entity; and
iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C.

5. **REIMBURSEMENT REQUESTS:**
   a) Final reimbursement requests must be received within 60 days after the contract expiration date. All project expenditures must be dated before the expiration date.
   b) The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
      i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project;
      ii. Records of volunteer labor or other in-kind donations for work done on the project;
      iii. Several photos to show the project is complete;
      iv. A final report with the description of the project and other data requested by the State;
      v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
   c) Reimbursements shall be submitted to the Grant Manager on the reimbursement form provided by the Division of Outdoor Recreation.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. **AUDIT:**
   a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
   b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
   c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Outdoor Recreation Grant is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Outdoor Recreation Grant name and official logo, and other appropriate attribution for the funding made possible by the office.

11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

12. **STATE CONTACT PERSON:** The State designates the Director of the Division of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

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Attachment C: Scope of Work

Prevedel Park is located at 1300 South and 2300 West. The park has been improved with restrooms, and eight camping sites. The sites provide a tranquil place to enjoy the sights and sounds of nature. The Weber/Ogden River runs through the middle of the park. This area is constantly filled with birds, and other wildlife, making it a prime camping location in Weber County. West Haven City would like to construct an outdoor Amphitheater. The Amphitheater would compliment the camp grounds and would be an ideal place to hold nature presentations. This would greatly enhance the atmosphere of Prevedel Park.

Resolution No. 18-2024

RESOLUTION OF WEST HAVEN CITY DECLARING A CERTAIN 1999 DODGE 3500 TRUCK WITH 9 FT. PLOW AND DUMP BED AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING THE SELLING OF SUCH AS SURPLUS PROPERTY; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THE DISPOSAL OF THE PROPERTY: AND AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1 - RECITALS:

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

WHEREAS, in conformance with Utah Code ("UC"), the governing body of the city may exercise all administrative powers by resolution; and,

WHEREAS, the City owns a 1999 Dodge 3500 Truck with 9 ft. plow and dump bed ("truck"); and

WHEREAS, the City finds that this truck is deemed to be surplus to the City's needs; and

WHEREAS, the City finds that selling this truck via competitive bidding, auction, or transferring them to another governmental agency, under terms favorable to the City is in the best interest of the City; and,

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

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

1. The City declares the City's 1999 Dodge 3500 Truck with 9 ft. plow and dump bed as surplus to the City's needs.

2. The City directs that this truck be sold via competitive bidding, auction, or transferred to another governmental agency, or by disposing the surplus property under terms favorable to the City.

3. The City authorizes the City Manager to sign all contracts, agreements, or other documents necessary to complete this property disposition, and authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City.

4. The City authorizes the Mayor to sign this resolution.

DRAFT

BE IT FURTHER RESOLVED the foregoing recitals are incorporated herein and this Resolution shall become effective immediately upon its passage.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this 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 on the 15th day of May 2024, and after any publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May2024.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green
City Recorder

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

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STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Economic Development Contract

One of the strategic priorities outlined in Resolution No. 03-2022 included the City proactively pursuing commercial development, developing sustainable business districts, and strengthening relationships with local, regional, and state stakeholders.

To accomplish this strategic initiative City staff solicited Request for Proposals from economic development consultants and received two responses from potential consultants. City staff interviewed these consultants and is recommending the selection of Rob Sant, with Urban & Main Consulting.

Both City staff and Rob Sant have been involved in drafting an economic development contract to undertake and complete the following economic development services at the following price points:

- Develop an Economic Development Strategic Plan. $30,500;
- Develop Area Specific Economic Development Plans. $12,000; and
- General Economic Development Services – $10,000 (billed at an hourly rate of $180.00 which allows for 56 hours of work to be completed.

Resolution No. 20-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE AGREEMENT BETWEEN THE CITY AND URBAN & MAIN CONSULTING; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND FOR THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

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

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

WHEREAS, the City Council wishes to enter into a Professional Services Agreement for Economic Development Services ("Agreement") with Urban & Main Consulting to provide economic development services for the City; and,

WHEREAS, the City Council feels that the best way to accomplish this goal is to enter into this Agreement; and

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

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

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

SECTION II. AGREEMENT:

1. That the Agreement between Urban & Main Consulting, and the City for economic development services, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.

2. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.

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

The foregoing Recitals are fully incorporated herein.

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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 15th day of May 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May 2024.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
City Recorder

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

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ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT- ECONOMIC DEVELOPMENT CONSULTING SERVICES WITH URBAN & MAIN CONSULTING

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PROFESSIONAL SERVICES AGREEMENT- ECONOMIC DEVELOPMENT CONSULTING SERVICES

This Professional Services Agreement ("Agreement") is by and between **West Haven City**, hereinafter referred to as "THE CITY," and **Urban & Main Consulting**, hereinafter referred to as "CONSULTANT". The CITY and the CONSULTANT are sometimes referred to individually as "Party," or collectively as the "Parties":

WITNESSETH:

WHEREAS, the CITY desires to retain CONSULTANT to perform the economic development services described in Exhibit A, hereinafter referred to as the "Services"; and

WHEREAS, CONSULTANT represents that it has the personnel with technical expertise, experience and knowledge to perform such work for the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **SCOPE OF SERVICES**

CONSULTANT shall perform and accomplish in a manner satisfactory to the CITY economic development services. Specifically, CONSULTANT shall create an economic development strategic plan for the CITY, and at the CITY's election create an area specific economic development plan or community reinvestment project area plan(s), and other economic development consulting services as assigned. The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. **TIME OF PERFORMANCE**

A. Term - CONSULTANT shall begin performing the Services upon receipt of this executed Agreement and shall work diligently to complete the various projects to the satisfaction of the CITY, in accordance with the terms provided herein.

3. **COMPENSATION**

A. Compensation - During the term of this Agreement, the compensation paid by the CITY to CONSULTANT for all Services specified herein shall be as follows:

i. **Economic Development Strategic Plan** - $30,500;

ii. **Area Specific Economic Development Plan(s) or Community Reinvestment Project Area Plan(s)** – First Plan: $12,000, Additional Plans: $11,250. The CONSULTANT providing the CITY with an area specific economic development plan or community reinvestment project area plan(s) shall be at the election of the CITY by providing the CONSULTANT with a written notice to proceed with the creation of such a plan; and

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iii. **General Economic Development Services** – Billed at an hourly rate of $180.00.

The method and time of payment shall be as set out below. Any compensation exceeding this amount must be pre-authorized in writing by the City Manager of the CITY.

B. Method and Time of Payment - Payment shall be made in the following manner:

(i) CONSULTANT shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Tasks performed during each invoice period, and (b) indicate the percentage of each Task that has been completed by CONSULTANT as of the date of the invoice.

(ii) The CITY shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.

(iii) CONSULTANT shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The CONSULTANT and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between the CITY and CONSULTANT and it may not be amended or altered in any way except by a written amendment signed by both Parties to this Agreement; provided, however, that at any time during the term of this Agreement the CITY, by written notice to CONSULTANT, may modify the scope of the Services to be furnished by CONSULTANT under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by CONSULTANT or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to CONSULTANT.

5. TIME OF THE ESSENCE AND PENALTIES

The CONSULTANT agrees that time is of the essence associated with the Scope of Services in this Agreement. Barring any Force Majeure or mutually agreed upon CITY

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caused delays, the CONSULTANT shall complete the Services identified in 3A(i) within nine (9) months of signing this Agreement, which is calculated to be May 15, 2024. If CONSULTANT is not able to complete the Services in the allotted time, CONSULTANT agrees to accept as a penalty a fifty percent (50%) reduction in its Fee. If this penalty is applied because CONSULTANT fails to complete the Services as contained in this Agreement, CONSULTANT agrees to return to the CITY fifty percent (50%) of any previously paid amounts upon the CITY's written notice of missing the deadline. If the penalty is applied, CONSULTANT agrees to continue in all diligence and good faith to complete the work as soon as possible.

6. TERMINATION

A. The CITY reserves the right to terminate this Agreement at any time with or without cause by giving CONSULTANT thirty (30) days' written notice of such termination.

B. In the event of any such termination, the CONSULTANT shall deliver to the CITY, as the property of the CITY, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by the CITY or prepared by or for the CONSULTANT under this Agreement.

C. CONSULTANT may terminate this Agreement at any time with or without cause by giving CITY thirty (30) days' written notice of such termination.

D. If this Agreement is terminated, the CONSULTANT shall submit an invoice to the CITY itemizing and describing reasonable expenses incurred by the CONSULTANT prior to the termination of the Agreement. The CITY shall pay only reasonable expenses, as determined solely by the West Haven City Manager, documented in the CONSULTANT'S submitted invoice. The CONSULTANT may appeal the West Haven City Manager's decision of amount paid to the West Haven City Council, whose decision will be final.

7. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in the CITY upon payment to the CONSULTANT for all Services rendered herein. The CITY ownership of all designs, reports, studies, estimates, models, computations, and other related items shall survive beyond the term of this Agreement.

8. ASSIGNMENT

The CONSULTANT'S rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY. However, claims for money due to the CONSULTANT from the CITY under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that

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prompt written notice of such an assignment is given to the CITY. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the CITY.

9. **INDEPENDENT CONTRACTOR**

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT'S activities under the terms of this Agreement.

10. **PROHIBITED INTERESTS**

No officer, member or employee of the CITY, no member of the CITY's governing body and no other public official of the locality or localities in which the community project areas are being carried out who exercises any functions or responsibilities in the review and approval of the community project areas shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

11. **CONFLICTS OF INTEREST**

A. CONSULTANT hereby certifies that the company and any personnel assigned to work for the CITY under this Agreement are not involved in other community project areas that would pose a conflict to the CONSULTANT'S ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.

B. The CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

12. **INDEMNIFICATION**

CONSULTANT expressly agrees to hold and save harmless and indemnify the CITY, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, or arising from any negligent act or omission of CONSULTANT or of any employee or agent of CONSULTANT.

13. **CONFIDENTIALITY**

A. The Parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such Party receives prior written

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authorization to do so from the other Party or as required by law.

B. Notwithstanding Paragraph 13(A), the CONSULTANT recognizes that documents provided to the CITY are subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. § 63G-2-101 et seq., and that records are presumed public unless appropriately classified as protected, private, or controlled. Any document for which protected or private status is sought shall be so marked by the CONSULTANT to avoid unauthorized disclosure to the public.

C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

D. Either Party that breaches the confidentiality agreement herein shall be liable to the non-breaching party for any damages that result from the breach of confidentiality (including, without limitation, reasonable attorneys' fees).

14. DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting Party may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the same within the time periods provided in this paragraph.

15. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Utah. Any court enforcement action taken by either Party shall occur in the Utah State Second District Court in Weber County or in the federal court in the State of Utah.

16. FORCE MAJEURE

Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond that Party's reasonable control.

17. SURVIVAL

All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

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18. **WAIVER**

A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given and shall not be deemed a continuing waiver of the said provision, nor shall it be construed as a waiver of any other provision hereof.

No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

19. **NOTICES**

All written notices to CONSULTANT shall be considered to be properly given if mailed, delivered in person, or transmitted by facsimile machine to:

Robert Sant
Urban & Main Consulting
623 S. 75 E.
Kaysville, UT 84037

All invoices, written reports and written notices given to the CITY shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

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

20. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties, and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the Parties hereto.

21. **EXHIBITS AND RECITALS**

The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of

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this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For CONSULTANT:

Dated: _____

By: _____

Title: _____

For CITY:

Dated: _____

By: _____

Attest: _____

Approved as to form:

_____

City Attorney

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EXHIBIT A: SCOPE OF SERVICES

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Proposal For:
West Haven, Utah
December 2023

URBAN & MAIN
CONSULTING

COVER LETTER

December 26, 2023
Emily Green
City Recorder/Co-Interim City Manager
West Haven City
4150 S. 3900 W.
West Haven, UT 84401

RE: WEST HAVEN CORPORATION ECONOMIC DEVELOPMENT CONSULTING SERVICES

Dear Members of the Selection Committee,

Urban & Main Consulting, LLC ("Urban & Main") is pleased to submit this proposal to provide economic development consulting services for West Haven City (the "City"). Urban & Main shares your enthusiasm for proper planning and analysis related to economic development, redevelopment, and land-use planning. I look forward to assisting the City with completing the various economic development projects from the strategic planning stage to actual implementation. The primary contact and signatory of this proposal is Rob Sat. Shown below is Urban & Main's contact information:

Urban & Main, LLC
Rob Sant – President/Owner
623 S. 75 E.
Kaysville, UT 84037
(P) 801-698-0469
(E) rob@urban-main.org

The attached proposal outlines our recommended scope of work, firm qualifications, relevant work experience, fee schedules, and proposed timeline. Urban & Main will comply with all terms and conditions as indicated in the Request for Proposals (RFP). The following summarizes the key strengths of Urban & Main:

- Urban & Main has extensive experience in economic development strategic planning, project area creation, feasibility analysis, and other economic development financing tools.
- Mr. Sant was the Economic Development Division Director during the creation of the Northern Utah Economic Alliance and currently assists the organization with various tax increment related projects.
- Mr. Sant has created over 30 tax increment financing (TIF) areas across Utah.

Should you have any questions regarding our proposal, don't hesitate to contact us. We look forward to working with you.

Best Regards

Rob Sant
President and Owner

FIRM PROFILE



ROB SANT, PRESIDENT/OWNER

In 2022, Rob Sant founded Urban & Main Consulting ("Urban & Main"), a Utah-based economic development consulting firm specializing in cost studies, financial analyses, economic development strategic planning, tax increment financing, economic/fiscal impact modeling, and community reinvestment creation and management.

Before creating Urban & Main, Mr. Sant spent over a decade working in the public and private sector, including Economic Development Division Director of Davis County and Vice President at LRB Public Finance Advisors (formally Lewis Young Robertson & Burningham, Inc.), one of the premier financial advisory and economic development consulting firms in Utah. At Davis County, Rob was integral in creating and administering the Northern Utah Economic Alliance. While at LYRB, Mr. Sant led the firm's economic development efforts, conducting and overseeing economic development studies, analyses, and plans for various cities across Utah.

Mr. Sant has been part of economic development teams that have been successful in recruiting or retaining numerous Fortune 500 companies in Utah, forming the State's first Housing Transit and Reinvestment Zone, and creating over 30 tax increment financing areas that have generated over $2 billion in assessed value and more than 10,000 jobs.

Recent projects completed by Mr. Sant include the West Davis Corridor Interchange Market Study, Black Rock Mountain Resort Economic Impact Study, South Salt Lake's Downtown Housing and Transit Reinvestment Zone (HTRZ) Application, The Other Side Village Cost Benefit Analysis, Lehi Thanksgiving Station Economic Impact Study, Tax Increment Forecast Model for the Kimberly Clark expansion, North Farmington Station Economic Impact Study, Davis County Economic Development Strategic Plan, and Roy City's 1900 Southeast Community Reinvestment Area.



SPENCER FOSTER, ANALYST (CONTRACTED)

Spencer Foster has more than a decade of public sector and consulting experience; he has worked in and with every department in municipal government. Spencer's balanced combination of analytic and communication skills has allowed him to develop creative solutions for all sorts of issues consistently. His expertise in economic development, project management, intergovernmental relations, and data analysis is invaluable. His creativity, responsiveness, and attention to detail continue to allow him to build meaningful relationships with organizations and the public. Spencer obtained a Master of Public Administration from Brigham Young University, receiving the Lennis Knighton Award for being at the top of his class and maintaining a 4.0 GPA during the program. Recent projects include Snowbasin CRA/PID Analysis, Malouf CRA, East Zion CRA, and Redevelopment Agency Management Services.

As outlined above, Urban & Main has significant experience in economic development and feasibility of development projects. With over a decade of economic development financial services, Urban & Main fully understands what is needed to provide economic development consulting services for West Haven City.

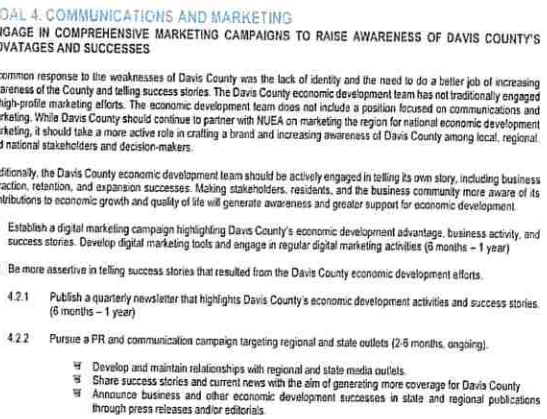
RECENT EXPERIENCE

Mr. Sant has completed an extensive range of economic development studies and plans throughout Utah. This work has included heavy engagements with the public and private sectors, which has led to relationships with various industry experts in the economic development field. Below are several examples of his previous work, at Urban & Main and LRB. These examples demonstrate the breadth of Urban & Main's work. **Please call all the provided references, as they will attest to the value I have provided to their communities.**

DAVIS COUNTY ECONOMIC DEVELOPMENT STRATEGIC PLAN

While at LRB Public Finance, Rob Sant assisted Davis County with developing an Economic Development Strategic Plan that identified key developable parcels, economic development best practices, financing tools, and strategic goals and action items.

Client: Davis County
Reference: Chanel Flores
Email: cflores@co.davis.ut.us
Phone: 801-451-3216
Year Completed: 2021



GOAL 4. COMMUNICATIONS AND MARKETING

ENGAGE IN COMPREHENSIVE MARKETING CAMPAIGNS TO RAISE AWARENESS OF DAVIS COUNTY'S ADVATAGES AND SUCCESSES

A common response to the weaknesses of Davis County was the lack of identity and the need to do a better job of increasing awareness of the County and telling success stories. The Davis County economic development team has not traditionally engaged in high-profile marketing efforts. The economic development team does not include a position focused on communications and marketing. While Davis County should continue to partner with NUEA on marketing the region for national economic development marketing, it should take a more active role in crafting a brand and increasing awareness of Davis County among local, regional, and national stakeholders and decision-makers.

Additionally, the Davis County economic development team should be actively engaged in telling its own story, including business attraction, retention, and expansion successes. Making stakeholders, residents, and the business community more aware of its contributions to economic growth and quality of life will generate awareness and greater support for economic development.

4.1 Establish a digital marketing campaign highlighting Davis County's economic development advantage, business activity, and success stories. Develop digital marketing tools and engage in regular digital marketing activities (6 months – 1 year)

4.2 Be more assertive in telling success stories that resulted from the Davis County economic development efforts.

4.2.1 Publish a quarterly newsletter that highlights Davis County's economic development activities and success stories. (6 months – 1 year)

4.2.2 Pursue a PR and communication campaign targeting regional and state outlets (2-6 months, ongoing).

- Develop and maintain relationships with regional and state media outlets.
- Share success stories and current news with the aim of generating more coverage for Davis County
- Announce business and other economic development successes in state and regional publications through press releases and/or editorials.

ROY 1900 SOUTHEAST COMMUNITY REINVESTMENT AREA

Urban & Main recently created this CRA for the Roy City Redevelopment Agency that will assist with transforming their downtown corridor into a higher-density, mixed-use development that will capitalize on the daily traffic counts and proximity to the Roy Innovation Center.

Client: Roy City Redevelopment Agency
Reference: Brody Flint
Email: bflint@royutah.org
Phone: 801-774-1044
Year Completed: 2023



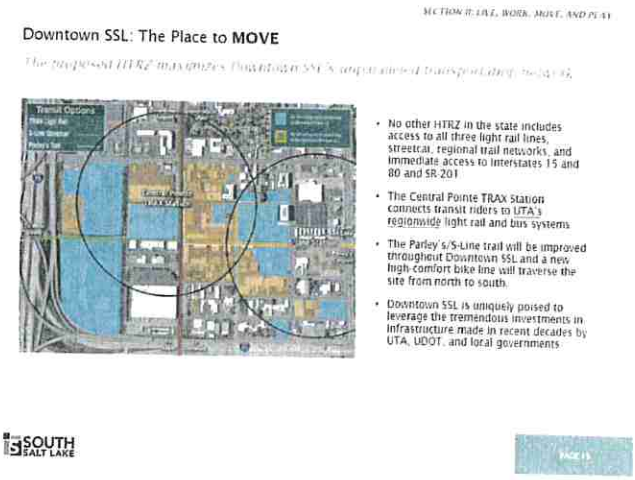




SOUTH SALT LAKE DOWNTOWN HTRZ

Urban & Main worked with a team of experts, including commercial real estate developers, brokers, investment bankers, and public relations experts, to create a HTRZ for South Salt Lake City's downtown masterplan. This HTRZ will be a funding source to redevelop the city's industrial-heavy downtown into a transit-oriented, highly dense, mixed-use community.

Client: South Salt Lake City
Reference: Jonathan Weidenhamer
Email: jweidenhamer@sslc.gov
Phone: 801-483-6063
Year Completed: 2023



OTHER ECONOMIC DEVELOPMENT PROJECTS

Provided below are several additional economic development projects and references.

Hideout, Utah – Economic Development Financial Consulting Services
Contact: Jan McCosh (jmccosh@hideoututah.gov)

NUEA and Weber County – West Weber Industrial Mega Site TIF Analyses and CRA Creation
Contact: Chris Roybal (chris@nuea.org) and Stephanie Russell (srussell@webercountyutah.gov)

Rize Capital, LLC – The Retreat at Snow Canyon Economic Impact Study
Contact: Jerry Miyahara (jerry@rize-up.com)

Riverdale Utah – Project Area Extension, CRA Creation, and RDA Management
Contact: Mike Eggett (meggett@riverdalecity.com)

Farmington, Utah – TIF Analysis, West Davis Corridor Market Study, and RDA Management
Contact: Brigham Mellor (Bmellor@farmington.utah.gov)

STACK Real Estate – Thanksgiving Station Economic Impact Study
Contact: Andew Bybee (andrew@stackwithus.com)

Lindon, Utah – Lindon Park CRA Creation
Contact: Mike Florance (mflorence@lindoncity.org)

DETAILED WORK PLAN

ECONOMIC DEVELOPMENT STRATEGIC PLAN

PROJECT COORDINATION AND COMMUNICATION

Urban & Main proposes creating an Economic Development Strategic Plan Steering Committee (the "Steering Committee") that includes City staff, elected officials, business owners, real estate investors, interested residents, and other identified economic development stakeholders. The Steering Committee should meet a minimum of three times during the strategic planning process.

- **Kickoff Meeting** – The purpose of this meeting will be to 1) discuss the overall strategic plan process, and 2) conduct a visioning exercise, and 3) discuss strengths, weaknesses, opportunities, and threats (SWOT).
- **Interim Meeting** – The purpose of this meeting will be to 1) provide a presentation of data gathered from the outreach process, economic and market specifics, and retail leakage and 2) discuss goals and strategies.
- **Final Meeting** – The purpose of this meeting will be to 1) provide a final presentation of goals and strategies and 2) receive any final recommendations and adjustments before finalizing the strategic plan.

To maintain an efficient timeline, all meetings outside the three Steering Committee meetings and presentation(s) to the City Council should be conducted virtually. Urban & Main will provide progress emails to City staff at least bi-monthly.

OUTREACH

Engagement with the public and other relevant stakeholders is critical to the strategic planning process. Economic Development success is dependent on alignment and commitment, often realized through thoughtful outreach, including educating and listening.

Working closely with the City and the Steering Committee, key stakeholders will be identified for interviews. Interviewees should include property owners, business owners, City staff and officials, community leaders, and other relevant economic development stakeholders. Interviews will be conducted through the first few months of the strategic planning process to ensure interview inputs can guide data research and implementation strategies.

GATHER ECONOMIC AND MARKET DATA

Urban & Main will analyze the essential demographic and socioeconomic makeup of Weber County to provide a regional context for the City. Consideration will also be given to regional dynamics in surrounding counties. This comparison data will assist in "telling the story" of West Haven. The deliverables will include:

- Current City and County demographics analysis (population, income, age distribution, housing, and employment).
- Projections of population, employment, and housing utilizing data from the Kem C. Gardner Institute, Wasatch Front Regional Council, and other available data sources.
- A summary of current or planned local and regional infrastructure projects that will impact the City's growth dynamics.
- Review current labor force statistics, including unemployment and employment growth by industry type.

- Summary of economic and market constraints, including access to capital markets, state and local economic development tools, construction inflation, interest rates, and other real estate trends that may impact future development.

Market Area Determination and Analysis

Urban & Main will identify specific market areas within the City. This process will identify key nodes for development within the City. The analysis will evaluate key commercial sites based on existing and projected traffic counts, buying power within varying radiuses, availability of vacant land, visibility and accessibility, and neighboring uses.

This analysis will include a highest-and-best use analysis given market conditions and benefits to the City, potential developers, and residents.

Retail Analysis and Leakage

Urban & Main will conduct a retail analysis, which will include:

- Historic analysis of sales tax growth
- Sales leakage analysis by major NAICS code categories
- Competitive position in the regional marketplace (buying power)
- Opportunities for retail development in identified Market Areas.

Urban & Main maintains relationships with key commercial real estate brokers and frequently discusses which commercial retailers are expanding and the conditions retailers seek in relocation/expansion. This information allows Urban & Main to provide targeted recommendations for retail development within the City.

Industry Analysis

An industry analysis will identify existing industry clusters within Weber County and the State of Utah to target recruitment efforts. Urban & Main will work with NUEA and EDCUtah to determine which clusters suit West Haven.

SWOT Analysis

In addition to the SWOT workshop conducted with the Steering Committee, Urban & Main will work with the City and Steering Committee to administer a SWOT survey to gain broader stakeholder input from County, commercial, retail, recreational, educational, and other relevant parties' representatives. The survey will provide opportunities for stakeholders to provide insights for the City to consider as it establishes its economic development strategies.

Economic Development Best Practices and Financing Tools

A successful economic development strategy begins within the organization. To that end, Urban & Main will review what the best economic development organizations do well and how these best practices translate to West Haven.

One of the more significant obstacles to economic development success is access to capital resources. Urban & Main will identify the tools and incentives available to help West Haven implement the goals and strategies identified in the plan.

STRATEGIES AND IMPLEMENTATION PLAN

A vital feature of every economic development strategic plan is a specific, measurable, achievable, relevant, and time-bound (SMART) implementation plan. After completing all previous steps, Urban & Main will develop initial goals and strategies, which will be presented to the Steering Committee to refine and develop specific action plans. Each recommendation in the plan will be designated as ongoing, short-term, or long-term for the City to prioritize implementing the strategic plan. Strategies may include:

- Identifying and promoting economic development areas in the City.
- Business recruitment, retention, and expansion.
- Entrepreneurial & small business ecosystem development.
- Increasing the City's economic development assets.
- Economic Development incentive programs and policies
- City's Economic Development structure and processes.

PROPOSED TIMELINE

Proposed Schedule - Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Project Coordination																								
Outreach																								
Gather Economic and Market Data																								
Market Area Determination and Analysis																								
Retail Analysis and Leakage																								
Industry Analysis																								
SWOT Analysis																								
Economic Development Best Practices and Financing Tools																								
Strategies and Implementation Plan																								
Plan Report and Presentation																								

PROPOSED FEE

Task	Cost
Project Coordination	$1,000
Outreach	$2,500
Gather Economic and Market Data	$4,000
Market Area Determination and Analysis	$4,000
Retail Analysis and Leakage	$3,000
Industry Analysis	$2,500
SWOT Analysis	$2,500
Economic Development Best Practices and Financing Tools	$2,000
Strategies and Implementation Plan	$5,000
Plan Report and Presentation	$4,000
Total	**$30,500**

Area-Specific Economic Development Plans

The Strategic Plan will include market studies for 21st Street, Midland Drive, 4000 South, and other relevant market areas within the City. An analysis of the best economic development financing tools will be discussed then. For this proposal, Urban & Main assumes the City will create community reinvestment areas for each market area, Utah's traditional local financing tool for economic development.

Task 1: Preliminary Coordination and Initial Resolutions

Task 1.1: CRA Kickoff Meeting
Urban & Main will coordinate an initial kickoff meeting with City/Agency staff. The purpose of this meeting will be to 1) clarify CRA data, location, needs, and purpose, 2) discuss the overall CRA implementation process, and 3) establish consensus regarding the timing and scheduling of the CRA.

Task 1.2: Agency Creation and Survey Resolution
Urban & Main will prepare a resolution for the West Haven Community Reinvestment Agency to be created (17C-1-201.5) by the City Council. At the same meeting, Urban & Main will adopt a resolution for the Agency authorizing the drafting of a Project Area Plan and Project Area Budget for a specific designated area (17C-5-103). This is often referred to as a "Survey Resolution."

Task 2: Feasibility Review, Tax Increment Analysis, and Economic Projections for Project Area

Task 2.1: Gather Land-Use Data For Project Area and Analyze Potential Uses

- Coordinate with City/RDA staff to collect potential land uses within the proposed Project Area,
- Gather anticipated construction timing associated with each element of the Project Area and
- Gather current taxable values and tax rates for the Project Area (using market data).

Task 2.2: Quantify the Assessed Value of the Project Area and Complete a Tax Increment Model

- Develop a preliminary evaluation of current property values,
- Construct a detailed, interactive forecasting model to project assessed valuation growth, absorption, and level of development,
- Calculate the incremental property taxes generated from the Project Area and
- Analyze the incremental local sales tax and franchise tax revenues generated within the Project Area.

Task 3: Creation and Implementation of Community Reinvestment Area

Task 3.1: Project Area Plan

- Prepare a draft CRA Project Area Plan in accordance with Utah Code 17C-5-105,
- Coordinate the public noticing, public hearing, and taxing entity consultation process,
- Hold public hearing on Project Area Plan,
- Coordinate the drafting of a resolution to adopt the Project Area Plan,
- Coordinate the drafting of an ordinance for the City's consideration to create the CRA and adopt the Project Area Plan and
- Review and coordinate the recordation of the creation of the CRA and adoption of the Project Area Plan; submit information to required entities and elected officials.

Task 3.2: Project Area Budget

- Prepare a draft CRA Project Area Budget in accordance with Utah Code 17C-5-303
- Prepare a "Gap" analysis to demonstrate what is necessary in public funding to achieve the goals outlined in the Project Area Plan and
- Coordinate drafting a resolution with the Agency to adopt the Project Area Budget officially.

Task 3.3: Interlocal Agreement Process

- Review and coordinate the drafting of interlocal agreements for each participating entity, including the percentage of participation, length of time, uses of funds, and economic benefit to each participating taxing entity,
- Present interlocal agreement framework to City, County, School District, and other taxing entities to receive participation in the interlocal agreements,
- As needed, draft resolutions authorizing each taxing entity to sign the interlocal agreements and
- Review and coordinate publishing a summary of the interlocal agreements (begins the 30-day contest period).

TASK 4: FINALIZE CRA CREATION

Task 4.1: Finalize CRA

- Complete all noticing requirements and compile related documents,
- Coordinate with all taxing entities to gather and share fully executed interlocal agreements and
- File all documents with the appropriate parties.

PROPOSED TIMELINE

The proposed timeline represents the average timeline to create a project area. The actual timeline is heavily dependent on the timing of the various taxing entities. Many of the special service districts meet once a month. Additionally, the County and School District each adopted processes for CRA participation that included multiple meetings with committees and elected officials. This process can increase or decrease the timeline by months.

Proposed Schedule - Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Preliminary Coordination and Initial Resolutions																				
Feasibility Review, Tax Increment Analysis and Economic Projections for Project Area																				
Creation and Implementation of Community Reinvestment Area																				
Finalize CRA Creation																				

The proposed fee shown below represents the fee for each Project Area created by the Agency. As the Agency will only be required to adopt the agency creation resolution once, and survey resolution can include numerous project areas, the fee for Task 1 will be reduced from $1,500 to $750 after the creation of the first Project Area.

Task	Cost
Preliminary Coordination and Initial Resolutions	$1,500
Feasibility Review, Tax Increment Analysis and Economic Projections for Project Area	$3,000
Creation and Implementation of Community Reinvestment Area	$6,500
Finalize CRA Creation	$1,000
Total	**$12,000**

General Economic Development Services

The RFP included additional scope of work for acting as a liaison and City representative at various economic development organizations, events, meetings, and completing various other economic development tasks as assigned.

As these tasks are ongoing and without a definitive scope, Urban & Main proposes to complete these tasks on an hourly rate basis. Urban & Main currently charges an hourly rate of **$180.00**. Below are examples of monthly fees based on the time spent working on various economic development projects as assigned.

Time Spent	Monthly Cost	Yearly Cost
10 Hours Per Month	$1,800	$21,600
20 Hours Per Month	$3,600	$43,200
40 Hours Per Month	$7,200	$86,400

While an hourly rate typically works best, Urban & Main also has clients who have preferred to pay a monthly retainer for services. Depending on the work needed each month, this can save a municipality money. Based on the ongoing tasks outlined in the RFP, Urban & Main would propose a monthly retainer of **$3,000**.

COMMUNICATION AND COORDINATION PLAN

Urban & Main believes that constant communication and efficiency are crucial to providing consulting services to municipalities. One of the most significant benefits of Urban & Main is its belief in maintaining a limited client base to provide timely and cost-effective solutions to its clientele. Most other Utah consulting firms have well over 50 clients, which can lead to ineffective communication, delays in timelines, and higher employee turnover. Additionally, Mr. Sant is actively engaged in the actual analysis and daily efforts of each client, study, and strategic plan, ensuring that his clients have the expertise they need from project initiation to implementation.

Below is a summary of communication and coordination efforts Urban & Main has established with other clients. These efforts have been successful in the past, but if awarded the contract, establishing a specific plan for West Haven will be one of the first tasks to be accomplished.

- **Weekly Virtual One-on-One** – Weekly meeting with City staff assigned to oversee economic development efforts. This meeting is critical for both parties to provide updates on ongoing projects, project timelines, elected officials/City staff priorities, and other relevant information.

- **Monthly Status Reports** – Urban & Main will email to City staff, elected officials, and other identified stakeholders monthly. This email will provide a status report on active projects, upcoming important dates and events, and additional relevant information.

- **Quarterly (as needed) City Council Updates** – Meet with City Council quarterly or as needed to provide status updates on active projects, economic development efforts, strategic planning initiatives, allow for Council feedback, and other relevant information.

Before each meeting, Urban & Main will work with City staff to set the agenda and send over any supportive documentation to ensure efficiency and transparency.

CITY OF WEST HAVEN
REQUEST FOR PROPOSALS
ECONOMIC DEVELOPMENT CONSULTING SERVICES

PROPOSALS MUST BE RECEIVED NO LATER THAN: 5:00 p.m., December 26, 2023. Proposals received after this time will not be evaluated.

Questions and Information Contact: Amy F. Hugie, Interim City Manager
Phone: 435-734-0655
Email: amyh@westhavencity.com

The purpose of this Request for Proposals (RFP) is to obtain proposals from qualified firms or individuals for economic development consulting services in the City of West Haven, Utah ("the City").

Please include in your proposal the contact information requested below:

Respondent: _____

Date of Proposal: _____

Company Name (if different than 'Respondent'): _____

Mailing Address: _____

City: _____ State: _____

Zip: _____

Telephone: _____ Fax: _____

Email: _____

1. Administrative Background

West Haven City was incorporated as a municipal corporation of the State of Utah in 1991. The incorporation encompassed the small rural communities of Wilson and Kanesville in Western Weber County approximately 35 miles north of Salt Lake City. After experiencing mild to moderate growth for 25 years, it is now experiencing rapid growth. This change has brought unique challenges, but also many exciting opportunities. City officials are working to shape the future of the City and ensure that there is a plan in place for economic development. The City has the advantage of being able to focus on development vs. redevelopment as there are still areas of raw ground available. The City has the ability to adapt its commercial areas to fit the ever-changing outlook of retail commercial and other

businesses. However, there are areas that would benefit from redevelopment, like 21st Street within City boundaries.

The estimated population of West Haven City is 26,000. The City offers municipal services including building permits, business licensing, cemetery, code enforcement, parks & recreation, planning & zoning, streets management and maintenance, street lighting, sidewalks, fleet maintenance, and building maintenance. Animal control, finance, and legal services are provided under contract by Weber County and private contractors. Police services are provided under contract with the Weber County Sheriff's Office. Fire protection is provided by the Weber Fire District. Water and sewer services are provided by Taylor-West Weber Water, Hooper Water, Bona Vista Water, and the West Haven Special Service District. Electrical service is provided by Rocky Mountain Power. Natural gas is provided by Dominion Energy. The City operates six parks totaling 79.77 acres and the City has another 70 acres in open space, pond, Community Center, and parks that will be online at the end of May 2024. The City operates a variety of recreation programs.

2. Statement of Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals for a qualified firm or individual to provide contracted economic development consulting services for the City of West Haven, Utah.

3. Scope of Work

Under the direction of the City Manager, the consultant will be responsible to:

a. Represent the City as a liaison with the Northern Utah Economic Development Alliance, Weber County, Governor's Office of Economic Development, Economic Development Corporation of Utah, and other relevant stakeholders and organizations.
b. Prepare a strategic plan for economic development utilizing best practices in the field of economic development.
c. Pursue implementation of the strategic plan.
d. Prepare an economic development plan for 21st Street, Midland Drive, and 4000 South, along with steps of implementation. The consultant is to cite any present economic development tools and processes that would be available for these areas including Community Development Areas, PID, etc.
e. Represent the City with commercial real estate professionals and landowners.
f. Market sites in West Haven with economic development potential to prospects.
g. Represent the City on site visits for economic development prospects.

h. Other elements as identified and mutually agreed upon in the course of services under the contract.

4. Minimum Qualifications

1. Proposals will only be accepted from respondents who can demonstrate experience in municipal economic development as evidenced by a body of work with communities of a similar or larger scale.

2. All proposals must contain the following information, and must be **no longer than 20 pages in length** exclusive of cover letters and letters of transmittal:
   a. Name and contact information for the key person assigned by the respondent to this project.
   b. A detailed description of how the Scope of Work shall be completed.
   c. A timeline for the proposed Scope of Work.
   d. Resumes or background descriptions, including professional certifications, of all key personnel to be assigned to this project.
   e. Information on work of a similar or larger scope undertaken by the respondent.
   f. A minimum of three (3) complete references must be submitted.
   g. A list of work the respondent anticipates will be subcontracted to fulfill the items listed under the Scope of Work. Information on subcontractor qualifications must also be included.
   h. A summary of the approach the respondent will use to work with the City and its staff to provide for ongoing evaluation of the contracted services and ensure that communication will be conducted efficiently and that any project timelines will be met.
   i. Each respondent shall include its proposed fee schedule for services pursuant to this RFP. The proposed fee schedule shall include the maximum total amount for the proposed work.

5. Performance Requirements

The period of performance shall begin upon the date the contract is signed by all parties and shall run through the completion of the contracted tasks. Thereafter, the contract may be extended by mutual agreement between the parties for successive fiscal years subject to appropriation of funds by the City Council.

6. Criteria for Selection

Proposals will be evaluated by the City based on the likelihood of meeting the City's purposes as outlined in this RFP. Proposals will be evaluated on evidence of understanding of the objectives and work involved, and on the demonstrated capability of the respondent to accomplish the work.

Low bid shall not be the only determinative factor. The primary criteria and relative weight given to each category during the evaluation process will be:

1. Capability to perform all aspects of the project: 40%.

   The respondent shall detail previous work experience in provision of economic development services of a similar or larger scope.

2. Quality of proposal: 30%.

   The respondent shall provide a conceptual outline of a process to fulfill the City's purposes as expressed in this RFP. The City may interview the top three respondents. If interviews are conducted, then the results of the interview will comprise a portion of the final score assigned to this criterion.

3. Demonstrated ability to provide requested services: 30%.

PROPOSAL PROCESS

Submittal Process

Respondents must submit one (1) original and ten (10) complete copies of the proposal to:

West Haven Corporation Economic Development Consulting Services
Attn: Emily Green, City Recorder/Co-Interim City Manager
West Haven City
4150 S. 3900 W.
West Haven, UT 84401

Submissions must be received no later than **5:00 p.m., December 26, 2023**. All proposals that are not received by the deadline will be considered late and will be returned to the respondent unopened.

Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be submitted in a sealed envelope appropriately marked with the Proposal title and the name and address of the Respondent. If the requested number of copies does not fit into an envelope, enclose all copies in a box, seal it and include the appropriate information on the top of the box.

COST OF PREPARATION OF RESPONSE

Costs incurred by any entity or individual in the preparation of their response to this Request for Proposals are the responsibility of the responding entity or individual and will not be reimbursed by City of West Haven.

CANCELLATION

The City reserves the right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award. The respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

CLARIFICATION

Any respondent requiring clarification of the information or protesting any provision herein, must submit specific questions/protests or comments in writing to:

Amy F. Hugie, Co-Interim City Manager
City of West Haven
4150 S. 3900 W.
West Haven, UT 84401
Phone (435) 734-0655
Email: amyh@westhavencity.com

The deadline for submitting such questions is **5:00 P.M., December 14, 2023**. If in the opinion of the City, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum that will be delivered to all individuals, firms, etc., having received this Request for Proposals from the City and such Addendum shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or information concerning the specifications of the project given out by City managers, employees, or agents to prospective respondents shall not bind the City of West Haven. All Addenda will be issued not less than five (5) calendar days prior to the proposal deadline.

ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the Contractor without the express written consent of the City.

PROPOSALS ARE PUBLIC RECORDS

All information submitted by Respondents shall be public record and subject to disclosure pursuant to the Utah Government Records Access Management Act, except such portions of the proposals for which respondent requests exception from disclosure consistent with Utah Law. All requests shall be in writing, noting specifically which portion of the proposal the Respondent requests exception from disclosure. Respondent shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this Request for Proposals.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all responses to this Request for Proposals.

COLLUSION

A Respondent, submitting a Proposal hereby certifies that no officer, agent, or employee of the City of West Haven has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent; the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

CLARIFICATION OF RESPONSES

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

	BID RESULTS FOR WEST HAVEN CITY 2024 Trail Maintanance Project May 8, 2024 COMPANY	BID AMOUNT	RANK
	Andersen Asphalt	$43,005.25	1

BID RESULTS FOR WEST HAVEN CITY 2024 Trail Maintanance Project May 8, 2024					
	COMPANY	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Asphalt Surface Treatment (Trails)	17669	SY	$2.25	$39,755.25
2	Traffic Control	1	LS	$1,200.00	$1,200.00
3	Mob and Demob	1	LS	$2,050.00	$2,050.00
					$43,005.25

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Compensation Philosophy and Methodology- Amendments to the City Personnel Policy Manual

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Near the beginning of FY 2024, the City created a Compensation Committee to create job descriptions and recommend a compensation philosophy and methodology. The Committee comprises Mayor Vanderwood, Councilperson Swapp, Councilperson Saunders, the City Manager, and two City employees. During meetings, the Compensation Committee has focused on creating a compensation philosophy and methodology that is summarized as follows:

- *Pay Plan.* The City created a Pay Plan including each position's minimum and maximum pay. The maximum rate of pay for each position is one hundred and fifty (150%) of the average market starting pay. To accomplish this task the City engaged Mike Swallow with Personnel Systems, & Services to help in the creation of a Pay Plan and establish the market rates minimum.

- *Pay Plan & Step Increases.* Each pay range has an 18-step scale reflecting pay increases. As illustrated in the table below (entitled West Haven Employee Salary Range) the 18-step scale, starts at a 4% increase in steps 2, 3, and 4 and decreases until it ends with a 2% increase in step 18

West Haven Employee Pay Range																	
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Percent Increase	Min.	4%	4%	4%	3.5%	3.5%	3.5%	3%	2.9%	2.8%	2.7%	2.6%	2.5%	2.4%	2.3%	2.2%	2.1%	2%

- *Step Increase Criteria.* A Step Increase Criteria was created for each position that defines accomplishments or experience needed to be eligible to receive a step increase annually also referred to as a merit increase (see table below entitled Step Increase Criteria on following pages).

The complete details about and administering the compensation philosophy and methodology are included in the proposed amendments to Section 3. Compensation of the City Personnel Policy Manual. Due to the number of changes, the proposed amendments are not shown in the strikethrough and underlined format, as such please view these amendments as if it is an entirely new policy.

West Haven City
Job Description

Title: Utility Technician II	**Introductory period: 6 Months**
Division: WHSSD Maintenance	**Effective Date: ********
Department: WHSSD	**Last Revised: May 2024**
FLSA Status: Non-Exempt	

General Purpose

Performs a variety of skilled duties and oversight related to monitoring and recording water consumption to determine customer billings. Performs various duties related to wastewater lift stations and wastewater collections, and acts as a service representative of the district. Assures compliance with District standards for meters and related items.

Supervision Received

Works under the general supervision of the WHSSD Supervisor

Supervision Exercised

None

Essential Functions

Establishes customer routes for meter reading; determines the accuracy of readings and checks for possible service leaks and main water line leaks. Assists in daily wastewater lift station reports and logs recorded data.

Conducts flow testing on meters to determine proper operation; adjusts meters and oversees the field repair of meters and related equipment; removes and replaces meters as needed; responds to emergencies related to the water and wastewater service system; locates main lines and meters.

Assists in backflow and cross-connection program; performs a daily checklist related to meter issues and disconnection notices. Performs manhole inspections and records conditions.

Assists in inspections of new construction and subdivisions to assure installation of meters, backflow valves, and wastewater infrastructure.

Follows up on customer requests for service connection or disconnect; notifies customers of pending discontinuance of service for non-payment through personal contact or written notification; apprises customers of the opportunity to be heard and directs customers to the billing office.

Responds to customer complaints as related to their position and area of expertise;
Complaints of hazards or problems, such as missing or broken valve and meter box lids, manhole lids and covers. Check daily SCADA readings and complete monthly water sample testing. Assists in thawing of frozen service lines; checks and determines possible solutions to low water pressure complaints; responds to customer complaints on water quality.

JOB REQUIREMENTS

1. **Formal Education/Knowledge**

   a. Graduation from high school or equivalent;
   b. Grade III Water Distribution Certification.

   AND

   c. Two (2) years of experience working as a Utility Technician I or equally related experience.
   d. One (1) year of experience working with SCADA system.

   OR

   e. Three (3) years of experience in construction, maintenance or repair of water distribution and wastewater systems;
   f. An equivalent combination of education and experience.

2. **Knowledge, Skills, And Abilities**

   a. Considerable knowledge of occupational hazards and precautions associated with trench work and water line construction; operation of basic manual and power tools to perform the above duties; the standard practices, methods, materials and tools necessary for pipe construction and repair activities; pipe fitting procedures, pipe classifications and type; drain system construction methods,; wastewater and water supply of collection and distribution systems; construction requirements for water distribution and pumping systems; hazards associated with water treatment chemicals; sewer line chemical cleaning procedures and associated hazards; state or federal regulations governing installation and maintenance of wastewater and water systems; water quality laws; confined space and entry regulations; interpersonal communication skills.

   b. Knowledge of district water and wastewater systems, meters, flow measurements, water quality laws, confined space, and entry regulations.

   c. Ability to work from blueprints; perform strenuous manual labor, develop and maintain effective working relationships with co-workers, elected officials, local agencies, and provide good customer service to the general public; communicate effectively, both verbally and in writing; effectively use a computer and related software; work from blueprints; tolerate weather extremes in the work environment; perform basic mathematical computations in reading and using various meters, gauges, and related devices.

3. **Certifications and Other Requirements**

   a. Must possess a valid Driver's License
   b. Possess a valid commercial driver's license, Class "B"

c. Obtain Grade II or higher water distribution certification within 2 years
d. Obtain Confined Space Certification within 4 years
e. Must be able to lift 50-75 pounds on a continual basis.
f. Must be willing to work "on-call" and 24-hour standby.
g. Must be a certified flagger within one (1) year of hire.
h. Must be able to respond to emergencies within 30 minutes.

WORK ENVIRONMENT

Tasks require a variety of physical activities periodically involving muscular strain related to walking, standing, stooping, sitting, pulling and reaching. Essential functions require talking, hearing and seeing. Mental application utilizes memory for details, emotional stability and discriminating thinking and creative problem solving. Common eye, hand, finger dexterity required to perform essential functions. Daily local travel required in normal course of job performance. Ongoing exposure to changing weather conditions.

The employee must frequently lift/carry up to 50 pounds and occasionally lift/carry more than 100 pounds. Crouching/kneeling, balancing, and bending/twisting may occur in the normal course of performing essential duties.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Step Increase Criteria																		
Department	Sewer			Position Title	Utility Technician II													
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Minimum Qualifications of the Position	Certified Flagger	Water Distribution Certification Grade II or higher	Obtain Confined Space Certification	Obtain Confined Space Certification	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation
	OR	*OR*	*OR*	*OR*														
	Water Distribution Certification Grade II or higher	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation	1 year = 2080 FT hours or 1200 PT hours at matrix hire date anniversary and competent or above evaluation														
					* Cannot progress past Step 5 without Level II Water Distribution Certification			* Cannot progress past Step 8 without obtaining the Confined Space Certification										

Resolution No. 21-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING AMENDING THE PERSONNEL POLICY HANDBOOK REGARDING COMPENSATION PHILOSOPHY AND METHODOLOGY; AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; 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 the adoption of policies and procedures for employees of the City; and,

WHEREAS, the City Council believes in recruiting, hiring, and retaining qualified, educated, and service-oriented loyal employees; and

WHEREAS, the City Council believes that in order to be able to work towards that goal that the Council needs to adopt new language for the Personnel Policy Handbook that outlines the City's Compensation Philosophy and Methodology; and

WHEREAS, the City Council wishes to amend the current Personnel Policy Handbook and adopt new language regarding compensation philosophy and methodology that they consider to be necessary for personnel and to achieve their goal; and

WHEREAS, the City Council finds that it is necessary to amend the Personnel Policy Handbook to establish guidelines for management and employees to follow regarding compensation; and

WHEREAS, the City Council finds that adopting these amendments to the Personnel Policy Handbook will help ensure compliance with these rules and procedures through a process consistent with the best interests of the City and its employees; and

WHEREAS, at this time, the City Council wishes to adopt the proposed amendments to the City of West Haven Personnel Policy Handbook, which is attached as Attachment "A" to achieve this goal; 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:

1. The West Haven City Personnel Policy Handbook Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7 are repealed in their entirety and are replaced with the language

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which is attached as **Attachment "A"** and fully incorporated by this reference are approved and adopted.

2. The Mayor is authorized to sign this Resolution.

3. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 15th day of May 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May 2024.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

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

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ATTACHMENT "A"

AMENDMENT TO CITY OF WEST HAVEN PERSONNEL POLICY HANDBOOK AND ATTACHED TO RESOLUTION NO. _____

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SECTION 3: COMPENSATION

3.1 Compensation Policy.

A. West Haven City recognizes and believes in recruiting, hiring, and retaining qualified, educated, and service-oriented loyal employees. The City understands the importance of competitively compensating its employees for the work they perform. This Section establishes the City's compensation philosophy and methodology for maintaining a competitive compensation plan.

B. Compensation Philosophy. To recruit, develop, and retain quality employees by maintaining market-competitive pay rates and demonstrating a commitment to the growth and development of City staff.

C. Compensation Methodology. To accomplish the City's compensation philosophy, the following subsections outline the City's methodology for developing and administering a Pay Plan, granting pay increases, and the initial placement of employees within the City's Pay Plan.

3.2 Pay Plan and Administration

A. The City Manager shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of job descriptions and a minimum and maximum pay range for each job description.

B. Job Descriptions. The pay range for each position is based on the responsibilities and duties listed in the job description. For this reason, accurate job descriptions are essential.
   (1) Department Heads shall review job descriptions at least annually in conjunction with an employee's performance appraisals.
   (2) If there is a significant difference between the job description and current duties, the Department Head and the employee shall update the job description and submit it for review and approval by the City Manager.

C. Job Valuation Survey.
   (1) The job description is the primary document when completing a job valuation survey.
   (2) The job valuation survey is a tool that assigns a weighted numerical value to four different focus areas for each job position within the City. The job valuation four focus areas are:
      (a) Job Knowledge;
      (b) Job Responsibility;
      (c) Job Difficulty; and
      (d) Work Environment.
   (3) The total job value is an aggregate derived from each focus area.
   (4) When a job description is created or otherwise revised, and approved by the City Manager, a job valuation survey will be completed by the City Manager to

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determine whether there is a change in the job value and corresponding pay range.

(5) All pay range adjustments for positions within the City shall be approved by the City Manager.

D. Pay Plan Adjustments.

(1) The City Manager shall conduct a study of compensation levels of comparable positions in the public sector and shall submit to the City Council recommendations regarding adjustments to the City's Pay Plan at least every three years.

(2) The City's Pay Plan shall consider both internal and external equity.

(a) Internal Equity. Internal equity means that jobs of equivalent value to the City are similarly paid, regardless of the department. Additionally, internal equity means that men and women are given equal pay for equal work.

(b) External Equity. External equity means employees are compensated fairly compared to employees in other public sector organizations doing comparable work in the local job market. The pay for each position is determined using current market data and a regression analysis.

1. For external equity comparisons, the City compares the starting pay of a range within the City with the starting average pay paid for corresponding jobs within the market.
2. To facilitate the comparison, the City Manager will compare external market data from Technology Net's Compensation Survey System (www.comp-survey.com) or other data source(s) determined to contain accurate and reliable compensation data.
3. The regression analysis is based on the job value for the position and its relationship with the job value for each position within the City.

E. Pay Ranges.

(1) Pay ranges have been established utilizing market data to show the minimum and maximum for a specific job.

(2) West Haven pay ranges are determined by using the average market starting pay as the City's minimum rate of pay. The maximum rate of pay for each position is one hundred and fifty (150%) of the average market starting pay.

(3) The minimum and maximum rates of pay are distributed over an 18-step scale for City positions. The 18-step scale, illustrated below, starts at a 4% increase in step 2, and ends with a 2% increase in step 18:

West Haven Employee Pay Range																		
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Percent Increase	Min.	4%	4%	4%	3.5%	3.5%	3.5%	3%	2.9%	2.8%	2.7%	2.6%	2.5%	2.4%	2.3%	2.2%	2.1%	2%

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F. Pay Increase Categories.

(1) COLA Adjustments.

(a) Cost of Living Adjustments (COLA) shall be considered annually utilizing the United States Bureau of Labor Statistics Mountain Region Consumer Price Index (CPI).

(b) The City Manager shall use changes in the CPI from January to January when making a recommendation for the upcoming fiscal year.

(c) The City Manager shall prepare a draft budget that includes a COLA adjustment, and the City Council will consider implementing these adjustments as part of approving the City's annual budget.

(d) When the City Council grants a cost-of-living adjustment (COLA), the following pay-related adjustments shall occur equal to the COLA percentage approved:

1. The minimum and maximum pay ranges for each position shall adjust accordingly, as shall the employee's rate of pay, on-call pay, allowances except cell phone allowances, and the elected officials' pay.
2. These adjustments shall be effective in the first full pay period in July of each calendar year, subject to funding in the approved budget.

(e) During years where budget constraints do not allow the City to match the CPI index completely, the City Council may consider implementing a portion of the CPI index adjustment to keep the City's pay as competitive as possible within the market.

(2) Merit Increase.

(a) Merit increases may be granted to individual employees by their Supervisor to reward an employee for outstanding and consistent performance and the obtainment of certifications or other achievements.

(b) Merit increases are not used to recognize increased duties and responsibilities and are granted without regard to cost-of-living factors.

(c) Merit increases are based on the philosophy that individuals are to be paid according to their contribution and performance; and in this case, the City's compensation policy acknowledges that in some cases, due to compensation associated with performance, wage compression may occur.

(d) Each year, employees are eligible for a merit increase up to the value of a one-step increase within their 18-step scale pay range until an employee reaches the top of the pay range for their position.

(e) It is customary that employees receive a one-step increase for positive performance each year.

1. If, however, the Department Head determines the value of a full step is not warranted because of not meeting the step increase criteria, the Department Head shall withhold the full step increase or give a partial increase for that year.

(f) If an employee does not receive a full step increase, that employee is not eligible for a merit increase until the following year.

(g) If the employee receives a partial step increase in any given year, in the future, that employee is only eligible for an increase equal to the

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percentage difference between their partial step and the next full step as defined in their pay scale.

1. When this occurs, the employee will lag in pay to where they otherwise would have been if they had received a full step increase until the employee is topped out or gets promoted.

(h) Department Heads shall use the City's performance evaluation form and the step increase criteria to evaluate employees' performance and the potential for a merit increase.

(i) All positions have time requirements associated with step increases, and in some cases, positions have time requirements and certifications required with step increases.

(j) An individual must be an employee with West Haven City for approximately six (6) months to be eligible for a merit increase.

(k) Only full-time and permanent part-time employees are eligible to receive merit increases.

1. Temporary, seasonal, or probationary employees shall not be eligible to receive a merit increase unless otherwise approved by the City Manager.

(l) A merit increase may not cause the employee's salary to exceed the maximum salary assigned to the employee's position without consent from the City Manager.

(m) Employees who do not receive a merit increase are still eligible for a COLA adjustment.

(3) Equity Adjustments.

(a) The City Manager may grant equity adjustments after reviewing current annual salary survey data and conferring with Department Heads.

(b) Equity adjustments are made to retain employees and mitigate existing inequity within the pay system.

(c) Equity adjustments are subject to the availability of funds appropriated by the City Council through the budget process.

(d) Department Heads must complete an annual employee performance evaluation for all full-time and part-time employees.

(4) Order of Salary Calculation.

(a) When multiple categories of pay increases are granted simultaneously the City shall calculate the pay increase in the following order:

1. Cost of living adjustment.
2. Merit.
3. Equity adjustments.

G. Placement of Employees within Pay Range.

(1) Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to their position.

(2) Department Heads, with the concurrence of the City Manager, may approve an initial pay that is higher than the minimum pay range as warranted by the

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newly hired employee's qualifications, including years of experience and/or certifications associated with the City's step increase criteria.

(3) All recommendations for an initial wage shall be subject to the availability of funds to pay the recommended wage.

H. Reassignment.

(1) An employee who is reassigned, but not demoted, shall be paid the same wage received before the reassignment.

(2) Reassignment to a new position with essentially the same duties shall not be considered a demotion.

(3) The employee's wage in the new position shall remain frozen until the pay range for the position increases to incorporate the employee's pay rate.

I. Reclassification.

(1) For purposes of this section, reclassification means a change in the duties of a position, usually with an increase in the responsibilities of the position, although the duties of a position may be reclassified to decrease the responsibilities of a position. Reclassification also entails an adjustment in the pay range for the position.

(2) If the City Manager reclassifies a position to a higher level, the City Manager may adjust the incumbent's wage.

(3) A reclassification increase to a higher level is subject to the availability of funds.

(4) If the City Manager reclassifies a position to a lower level, the incumbent's wage shall remain the same for a 2-year period. After that period, the wage for that position will be renegotiated.

J. Demotion.

(1) A demotion is a change of duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group.

(2) Upon demotion, whether voluntary or administrative, an employee shall experience a wage reduction to the minimum rate of the new pay range.

(3) When an employee is demoted to a previous position, pay shall be set at the former rate in effect before the demotion.

(4) Pursuant to the terms of Utah Code Ann. §10-3-1106, employees who are demoted may be eligible to appeal their demotions to the Appeal Board/Hearing Officer.

K. Promotions.

(1) When an employee is promoted to a new position, that employee will be moved to the pay range associated with the new position.

(2) The step for the new position that the employee is placed at will vary according to the current pay of the employee being promoted.

(a) Generally, the standard increase may be an increase that is 10% (ten percent) above the current pay of the employee.

(b) The percentage increase for the new position may be more or less with the approval of the City Manager.

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(c) Under no circumstances shall the employee be placed at a step that is below the minimum pay for the new position.

L. Pay Period.
(1) Employees shall be paid every two weeks unless otherwise determined by ordinance or employment agreement.

M. Notification.
(1) The City Manager shall be informed of all personnel actions in this policy.

3.3 Acting Positions – Qualifications

A. Subject to the terms and conditions of this policy, the City intends to provide a framework and guidelines within which eligible employees may be appointed to acting positions. This policy applies only to merit service employees being appointed to acting positions.

B. The decision to place an employee in an acting position of another person or position will be made by the Department Head, except where the acting position is subject to appointment by the City Manager.

C. An employee is appointed temporarily (due to a vacancy or the temporary absence of an incumbent) to an acting position of higher compensation and authority, only when he/she assumes all the functions and authority of the higher position and is approved in writing by the City Manager.

D. Subject to the terms and conditions of this policy, an employee performing work and service within the scope and role of an acting position shall enjoy the benefit of additional compensation for such work and service.
(1) When the employee has performed at least thirty (30) consecutive days of service, the employee shall be compensated up to ten percent (10%) higher than their current position in the pay range as a stipend.
(2) Any service in an acting position of less than thirty (30) consecutive days shall be provided at no additional compensation.

E. It is the policy of the City to prohibit any employee who is the subject of any current disciplinary action from serving in any acting role, position, or capacity. Department Heads shall consider the severity of any open disciplinary investigation, review, or action, or prior disciplinary action preceding any consideration for the acting position.

F. The maximum time any employee may perform work and service in an acting position or capacity is twelve (12) consecutive months. Should the position still be open at the end of twelve (12) consecutive months, the Department Head or the City Manager will act to either fill the position or eliminate the position.

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3.4 Overtime and Hours of Work

A. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided.

B. All overtime work shall receive their Supervisor's prior authorization.

C. Overtime assignments shall be distributed as equitably as practical to all employees qualified to perform the required work.

D. Failure to work scheduled overtime or overtime worked without prior authorization from the Supervisor may cause disciplinary action, up to and including possible termination of employment.

E. Overtime compensation is paid to all nonexempt employees under federal and state wage and hour restrictions. The Fair Labor Standards Act (FLSA) sets forth certain conditions and procedures under which overtime is determined. However, certain positions as defined by FLSA may not require the payment of overtime, even if the employees in these positions work over forty (40) hours in a week. Classification under FLSA shall be approved by the City Manager.

F. All work and service activity performed for the City under the direction and with the approval of supervisory staff shall be compensable hours of work to perform overtime calculations, as determined and controlled by the applicable policy of the City. Overtime shall be paid at a rate of time and one-half the equivalent hourly, base wage rate.

G. Overtime pay is based on actual hours worked. Paid time off, such as sick leave, vacation leave, or any other leave of absence will not be considered hours worked to perform overtime calculations without the express approval of the City Manager. Additional compensation, such as call-back duty pay or holiday pay that does not reflect actual hours worked, or additional compensation for special duty that already reflects overtime compensation shall not be used to calculate additional overtime pay. Notwithstanding the above, the following time may be used in the calculation of hours worked for overtime:
   (1) Employees subject to call-back and call-out requirements in their job shall be allowed to include reasonable travel time directly associated with travel to perform emergency or additional duties in the computation of hours worked.
   (2) When an employee uses compensatory time during the work week, those hours shall not count as actual hours worked for calculating overtime pay.
   (3) Non-exempt employees are paid overtime based on those hours over forty (40) worked in a seven (7) day work period.

H. The normal work schedule for most employees is ten (10) hours a day, four (4) days a week.

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(1) However, these hours or days may vary, depending on work requirements and departmental functions. Work schedules, which vary from the above general rule, may be established by the Department Head or Supervisor. Examples of differing work schedules would commonly involve shift work, such as in public works, or could involve Flexible Scheduling/Time Off Plans policies.

I. The City's pay period for all employees is based on two (2) consecutive weekly periods each which begin at 12:01 a.m. on Saturday and ends on the next Saturday at 12:00 a.m. (midnight). Due to operating requirements and work demands, each employee's own work period may vary from the City's defined pay period.

J. The work period for all employees is based on a 7-day period, with no more than forty (40) hours regularly scheduled within such a 7-day period. Unless an alternative 7-day work period has been established, an employee's work period under conditions governed by the federal Fair Labor Standards Act (FLSA) begins at 12:01 a.m. on Saturday and ends at midnight on the following Friday.

K. A Department Head may establish a different beginning and ending date and time for such a 7-day period, with the City Manager's approval. Information regarding the establishment of alternative work periods shall be maintained in each employee's personnel file.

L. Supervisors shall inform employees of their work schedule and applicable work period. Employees are expected to be at work and ready to commence work at the start of their shift or established work schedule and to remain working until either an approved break or the end of their scheduled workday or shift. Employees wishing to leave at other times must check with and obtain approval of their Supervisor.

3.5 Compensatory Time.

A. Subject to the terms, conditions, and limitations of this policy, the City provides compensatory time off in lieu of actual pay for merit employees. Compensatory time, as allowed by this policy, is another management tool available to departments to help direct and control the workforce.

B. Subject to appropriate management discretion, it is the City's intent to allow compensatory time for designated employees, as approved by the Department Head as an alternative to payment of compensation for overtime hours worked. No compensatory time is allowed except in compliance with this policy.

C. The City places restrictions on both the accrual of compensatory time (sometimes referred to as, "comp time") and payment for such.
(1) Compensatory time off cannot be granted in advance of it being earned.

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D. Compensatory Time Defined.
   (1) Compensatory time is defined as the accrued time credits after having worked forty (40) hours in any week to an employee which the employee may take off work (excluding vacation leave, sick leave, and holiday leave), subject to department and City policy, at the employee's normal, regular base pay rate.
   (2) Eligible Employees. Compensatory time off is only allowed for full-time City employees.
   (3) Eligible employees will have a forty (40) hour cap on compensatory time. Time in excess of this cap will be paid out at overtime rates.

3.6 On-Call Pay

A. Employees of the City in the Public Works Department may be required to serve in an "on-call" status and be available for a call back to work for up to a week during otherwise unscheduled, off-duty hours.
   (1) On-call employees are expected to comply with the City's Fitness for Duty policy during this on-call period.
   (2) Employees cannot be in an on-call status at the exact same moment they are on leave for sick, vacation, or comp time.

B. It is the policy of the City to pay employees designated as on-call one (1) hour of pay each day if on-call Monday through Thursday. On Friday, Saturday, or Sunday, employees will receive two (2) hours of pay each day they are placed in an on-call status. If an employee in the Public Works Department performs actual work because of being called back to work, they shall be paid any additional overtime for hours worked, with a minimum of one hour of pay.

3.7 Other Compensation Considerations.

A. Employees eligible for overtime compensation may be required to perform additional work and service outside their regular job duties that relate to the functions of their primary job duties and the needs of the department.
B. Additional work and service outside regular job duties may be approved and assigned through established authority and performed while at work and/or during scheduled work times.
C. Such additional work or service shall be compensated as part of the employee's regular pay or compensation and is subject to overtime based on the employee's regular, base pay rate.
   (1) While not all-inclusive, examples of additional duties and services are:
      (a) Training or instruction (on a formal or informal basis);
      (b) Assisting another employee in the completion of their own duties; or
      (c) Temporary work performed outside the normal duties and functions within an employee's job description.

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STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: May 15, 2024

SUBJECT: Employee Service Awards- Amendments to the City Personnel Policy Manual

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It is proposed that the City Council consider amending the City's Personnel Policy Manual to provide different opportunities to recognize employees. Below is a summary of these opportunities.

Employee Recognition Awards. This policy allows Department Heads, City Councilmembers, or co-workers to recognize and award employees for outstanding performance. During the short time that I have been with West Haven City, two elected officials have brought to my attention two employees' actions that represented the City well and were examples of extraordinary public service. To provide recognition for these outstanding performances this policy allows employees to receive up to a $100.00 award, based upon the following: 1) Department Heads submitting a letter of commendation; and 2) Subject to the availability of funds appropriated by the City Council through the budget process.

Years of Service Awards. The City has a policy that recognizes employees' years of service. Currently, the City's service awards are nominal in value and this policy would increase the amount of money awarded to employees. For example, the current West Haven Policy gives an employee who serves 5 years with the City $25, with the proposed amount in the amended policy being $150.

Retirement Service Awards. This policy guides how the City will celebrate and honor an employee retiring from public service. Specifically, the policy would grant an employee who has completed their career with a Retirement Service Award of $500.00 and allow the City to pay for lunch or dinner for the employee, their family members, and co-workers to honor the employee and to present them with the Retirement Service Award.

Resolution No. 22-2024

RESOLUTION OF WEST HAVEN CITY AUTHORIZING AMENDING THE PERSONNEL POLICY HANDBOOK REGARDING SERVICE AWARDS; AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; 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 the adoption of policies and procedures for employees of the City; and,

WHEREAS, the City Council believes in recruiting, hiring, and retaining qualified, educated, and service-oriented loyal employees; and

WHEREAS, the City Council believes that in order to be able to work towards that goal that the Council needs to adopt new language for the Personnel Policy Handbook that outlines the City's policy on service awards for employees; and

WHEREAS, the City Council wishes to amend the current Personnel Policy Handbook and adopt new language regarding service awards that they consider to be necessary for personnel and to achieve their goal; and

WHEREAS, the City Council finds that it is necessary to amend the Personnel Policy Handbook to establish guidelines for management and employees to follow; and

WHEREAS, the City Council finds that adopting these amendments to the Personnel Policy Handbook will help ensure compliance with these rules and procedures through a process consistent with the best interests of the City and its employees; and

WHEREAS, at this time, the City Council wishes to adopt the proposed amendments to the City of West Haven Personnel Policy Handbook, which is attached as Attachment "A" to achieve this goal; 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:

1. The West Haven City Personnel Policy Handbook Section 4.12 is repealed in its entirety.

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2. The West Haven City Personnel Policy Handbook Section 4.13 shall be renumbered to Section 4.12.

3. The language which is attached as **Attachment "A"** and fully incorporated by this reference is approved and adopted.

4. The Mayor is authorized to sign this Resolution.

5. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 15th day of May 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 15th day of May 2024.

WEST HAVEN CITY

_____

Mayor Rob Vanderwood

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ATTEST:

_____
Emily Green, City Recorder

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

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ATTACHMENT "A"

AMENDMENT TO CITY OF WEST HAVEN PERSONNEL POLICY HANDBOOK AND ATTACHED TO RESOLUTION NO. _____

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SECTION 3: COMPENSATION

3.11 Service Awards

A. Employee Recognition Awards.

(1) Letters of Commendation.

(a) It is the City's policy to encourage and then recognize the exceptional efforts of its employees.

(b) When Department Heads and Elected Officials identify that an employee's efforts merit recognition, the Department Head and Elected Officials may write a letter, memo, or email of commendation about the employee and submit it to the City Manager.

(c) A fellow employee may also recognize another employee's efforts by sending a letter, memo, or email of commendation to the Department Head of the employee for consideration.

(d) Letters, memos, or emails of commendation shall be specific in identifying how the employee's efforts and actions were exceptional, meriting recognition.

(2) Recognition Awards.

(a) Subject to the availability of funds appropriated by the City Council through the budget process, a Department Head and Elected Officials may recommend to the City Manager that the employee receive an award of up to $100.00.

(b) If the City Manager agrees, then the City Manager shall forward the letter, memo, or email of commendation to the City Recorder, who shall prepare a separate paycheck, place a copy of the letter and check into an envelope, and return it to the Department Head for delivery to the employee.

(c) Recognition Awards shall be processed through the City's payroll system and will be subject to employment tax.

(d) The City Recorder shall also place a copy of the letter, memo, or email of commendation in the employee's personnel file.

B. Years of Service Award.

(1) It is the policy of the City to recognize the longevity of its employees.

(2) Years of Service Awards shall be presented to Full-time, Part-time, and Elected Officials based upon years of service according to the schedule below, subject to the availability of funds appropriated by the City Council through the budget process.

(3) The City Recorder shall track years of service and provide an annual report to the City Manager to propose to the City Council that the Employee Service Awards be budgeted.

(4) Years of Service Awards shall be processed through the City's payroll system and subject to employment tax.

(5) Amounts shown in the schedule below shall be those received by the employee after employment tax has been withheld.

(a)	5 Years	$150.00
(b)	10 Years	$250.00
(c)	15 Years	$350.00
(d)	20 Years	$450.00
(e)	25 Years	$550.00
(f)	30 & 35 Years	$650.00

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C. Retirement Service Award.

(1) An employee who retires from the City and was receiving 401k contributions from the City or is eligible to receive URS retirement payments upon their resignation from the City or as otherwise deemed appropriate by the City Manager may receive a Retirement Service Award which may consist of $500.00 and/or a lunch or dinner to honor the employee. The Retirement Service Award is subject to the availability of funds appropriated by the City Council through the budget process.

(2) Retirement Service awards shall be processed through the City's payroll system and shall be subject to employment tax.

(3) The Retirement Service Award of $500.00 shall be the amount received by the employee after employment tax has been withheld.

(4) Subject to the availability of funds appropriated by the City Council through the budget process and as determined by the City Manager, or appropriate Department Head, the City may pay for lunch or dinner for the employee, their family members, and co-workers to honor the employee and to present them with the Retirement Service Award.

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