



## WEST HAVEN CITY COUNCIL AGENDA

**June 4, 2025 6:00 P.M.**

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

NOTICE IS HEREBY GIVEN THAT ON **June 4, 2025** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:30 PM**: COUNCIL WORK SESSION AND **6:00 PM**: REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030](http://www.youtube.com/@cityofwesthavenutah4030).

### **5:30 Work Session – In City Council Chambers**

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

**MEETING TO ORDER:**      **MAYOR VANDERWOOD**

### **REPORTS AND DISCUSSION AS FOLLOWS:**

1. Discussion-Council Updates
2. Presentation-Police Staffing, Services and Statistics-Lt. Endsley

### **6:00 Regular City Council Meeting**

1. **MEETING CALLED TO ORDER:**      **Mayor Vanderwood**
2. **OPENING CEREMONIES**  
A. PLEDGE OF ALLEGIANCE      **Councilmember Swapp**  
B. PRAYER/MOMENT OF SILENCE      **Councilmember Dixon**
3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA**. No action can or will be taken on any issue(s) presented.
4. **UPCOMING EVENTS**

Candidacy Filing Period	June 2-6, 2025	8:00 AM-5:00 PM
Music Circle	June 23, 2025	7:00 PM
Senior Lunch Bunch	June 25, 2025	11:30 AM
West Haven Days	June 23-28, 2025	
5. **COUNCIL UPDATES**

**\*\*\*AGENDA ACTION ITEMS\*\*\***
6. **ACTION ON CONSENT AGENDA**

A. CITY COUNCIL MINUTES	MEETING HELD	May 21, 2025
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7. **PRESENTATIONS**  
A. SERVING AS A PLANNING COMMISSION MEMBER-BECKY ROUNDY
8. **PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON OPENING THE CURRENT 2024-2025 BUDGET TO MAKE CERTAIN ADJUSTMENTS**

9. **ACTION ON ORDINANCE 04-2025-AMENDING THE CURRENT 2024-2025 CITY BUDGET-SHAWN WARNKE**
10. **ACTION ON RESOLUTION 31-2025-INTERLOCAL AGREEMENT BETWEEN CITY OF ROY AND WEST HAVEN REGARDING FINANCIAL CONTRIBUTIONS TO SUPPORT THE ROY SENIOR CENTER-SHAWN WARNKE**
11. **ACTION ON RESOLUTION 32-2025-INTERLOCAL AGREEMENT BETWEEN WEST HAVEN SPECIAL SERVICE DISTRICT AND WEST HAVEN CITY FOR REIMBURSEMENT TO THE DISTRICT FOR CERTAIN PROPERTY PURCHASE COSTS, AND THE DIVISION OF ENGINEERING AND DEVELOPMENT COST FOR THE PROPERTY-SHAWN WARNKE**
12. **ACTION ON RESOLUTION 33-2025-INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND WEST HAVEN CITY FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES-LT. ENDSLEY**
13. **DISCUSSION-CONTINUATION OF ANY AGENDA ITEM NOT PREVIOUSLY DISCUSSED OR OTHERWISE COMPLETED ON THE 5:00 WORK SESSION**
14. **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](mailto:emilyg@westhavencity.com) at least 48 hours in advance of the meeting.

**CERTIFICATE OF POSTING**

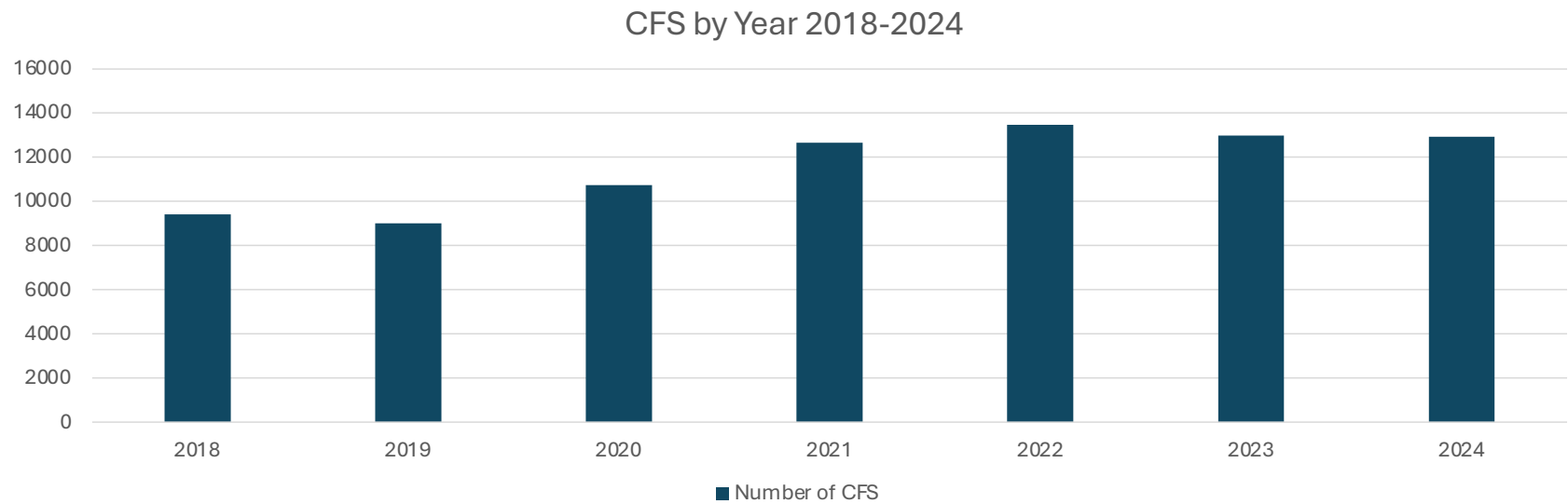
The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at [westhavencity.com](http://westhavencity.com); emailed to the Standard-Examiner with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



## West Haven Law Enforcement Stats and Services Discussion

June 2025

# CFS by Year 2018-2024

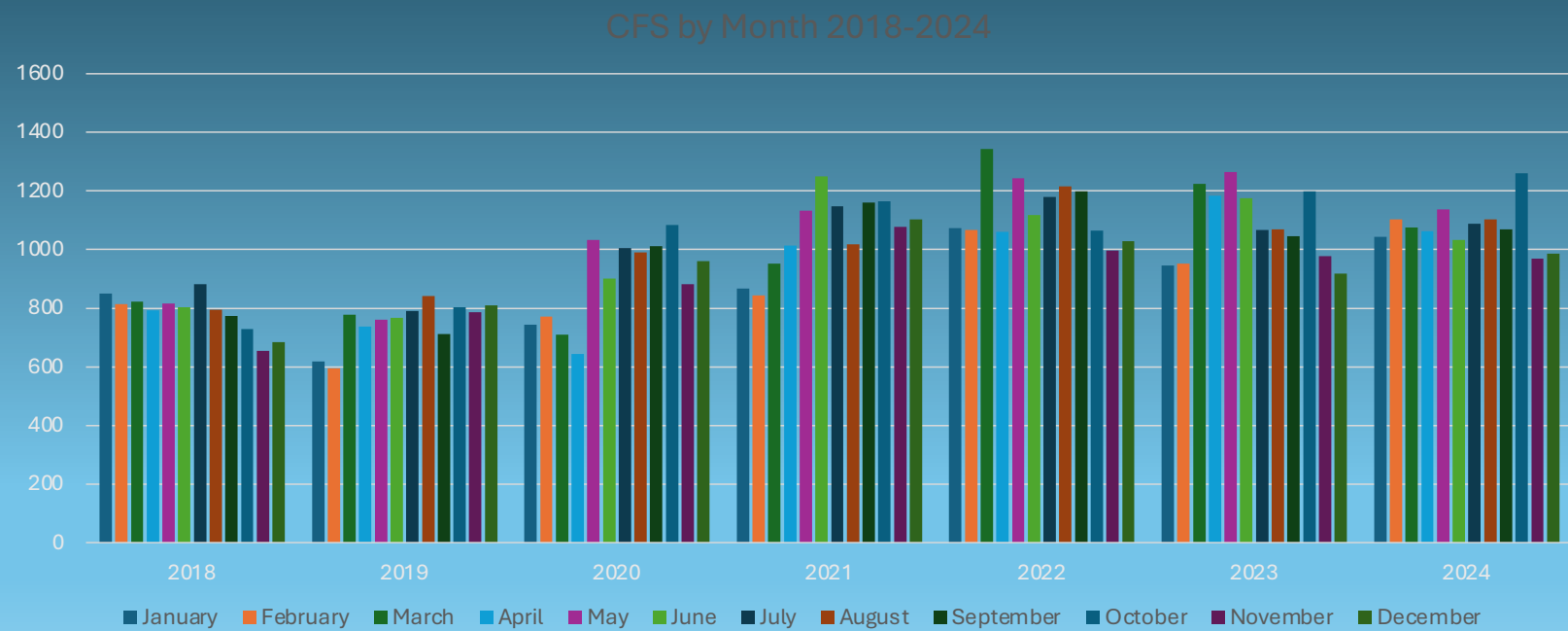




## CFS by Month 2021-2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2021	866	844	952	1014	1132	1249	1148	1018	1161	1165	1078	1103	12730
2022	1074	1067	1343	1060	1244	1118	1179	1215	1199	1064	997	1028	13588
2023	945	951	1224	1184	1264	1175	1067	1069	1045	1198	977	919	13018
2024	1044	1104	1076	1062	1138	1033	1088	1102	1068	1261	969	987	12932
2025	1094	1193	1341	1227	596								5451
Total	5023	5159	5936	5547	5374	4575	4482	4404	4473	4688	4021	4037	57719

# CFS by Month 2018-2024



## Top 10 CFS by Year, All Agencies

Year	2021	2022	2023	2024	2025	Total
ASSIST	434	413	466	456	200	1969
BURGLARY ALARM	348	316	310	301	91	1366
EXTRA PATROL	531	359	401	204	64	1559
FAMILY DISTURB	244	234	256	240	90	1064
FOLLOW UP	729	798	850	846	343	3566
HOUSE CHECK	109	122	265	365	160	1021
TRAFFIC ACC	200	206	300	257	102	1065
TRAFFIC HAZARD	207	220	197	218	73	915
TRAFFIC STOP	3895	5009	4298	4313	2245	19760
VIN INSPECTION	269	251	220	228	82	1050
<b>Total</b>	<b>6966</b>	<b>7928</b>	<b>7563</b>	<b>7428</b>	<b>3450</b>	<b>33335</b>

# Temporal Data by Time and Day of Week 2018-2024

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
12 AM	544	225	256	281	282	318	518	2424
1 AM	386	152	145	157	210	196	365	1611
2 AM	290	193	170	172	202	195	269	1491
3 AM	230	176	205	194	208	157	244	1414
4 AM	200	178	188	165	205	133	182	1251
5 AM	137	189	181	193	170	196	151	1217
6 AM	134	219	238	224	200	203	146	1364
7 AM	188	472	504	484	467	485	290	2890
8 AM	336	681	752	728	688	768	508	4461
9 AM	451	715	745	699	676	679	514	4479
10 AM	538	785	805	763	757	756	535	4939
11 AM	529	662	784	759	711	720	509	4674
12 PM	427	594	709	632	608	651	392	4013
1 PM	428	666	733	701	666	682	472	4348
2 PM	429	715	783	774	739	754	471	4665
3 PM	448	751	778	841	803	758	493	4872
4 PM	435	760	762	806	821	769	492	4845
5 PM	390	500	664	648	614	606	404	3826
6 PM	415	508	601	560	520	587	486	3677
7 PM	479	545	631	626	585	615	565	4046
8 PM	507	572	577	578	556	689	611	4090
9 PM	504	480	569	618	565	765	627	4128
10 PM	469	506	524	601	583	772	679	4134
11 PM	383	434	449	503	494	710	740	3713
Total	9277	11678	12753	12707	12330	13164	10663	82572



Data trend unsurprising



Morning bump in calls



More calls on Friday and Saturday evenings compared to others



Overall Monday-Friday busiest daytime hours



West Haven CFS 2021

Map showing the distribution of CFS 2021 data points (purple dots) across the West Haven area. The map includes street names, landmarks, and a legend indicating the data source.

Legend:

- West Haven CFS 2021

Map Data:

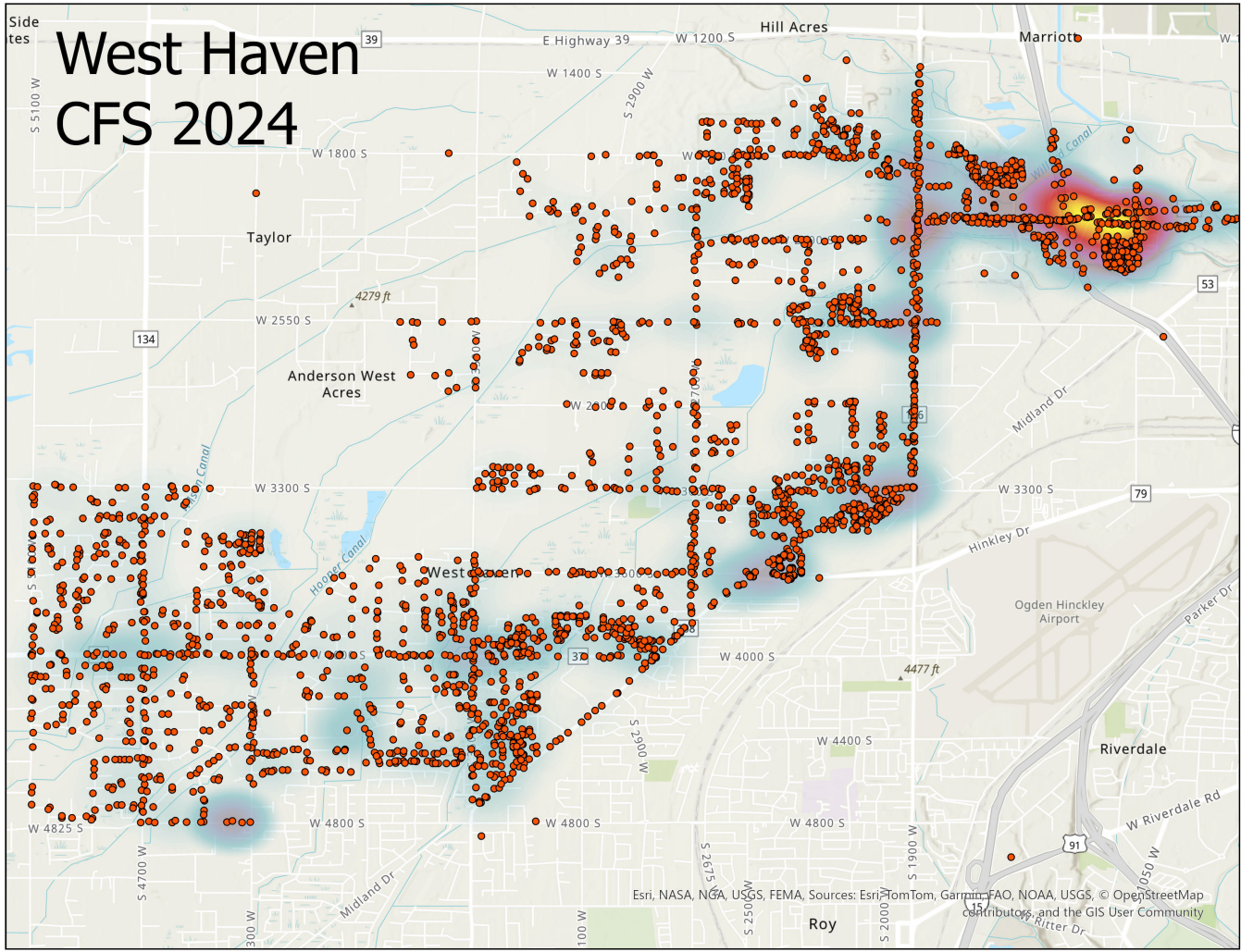
- Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Side  
tes

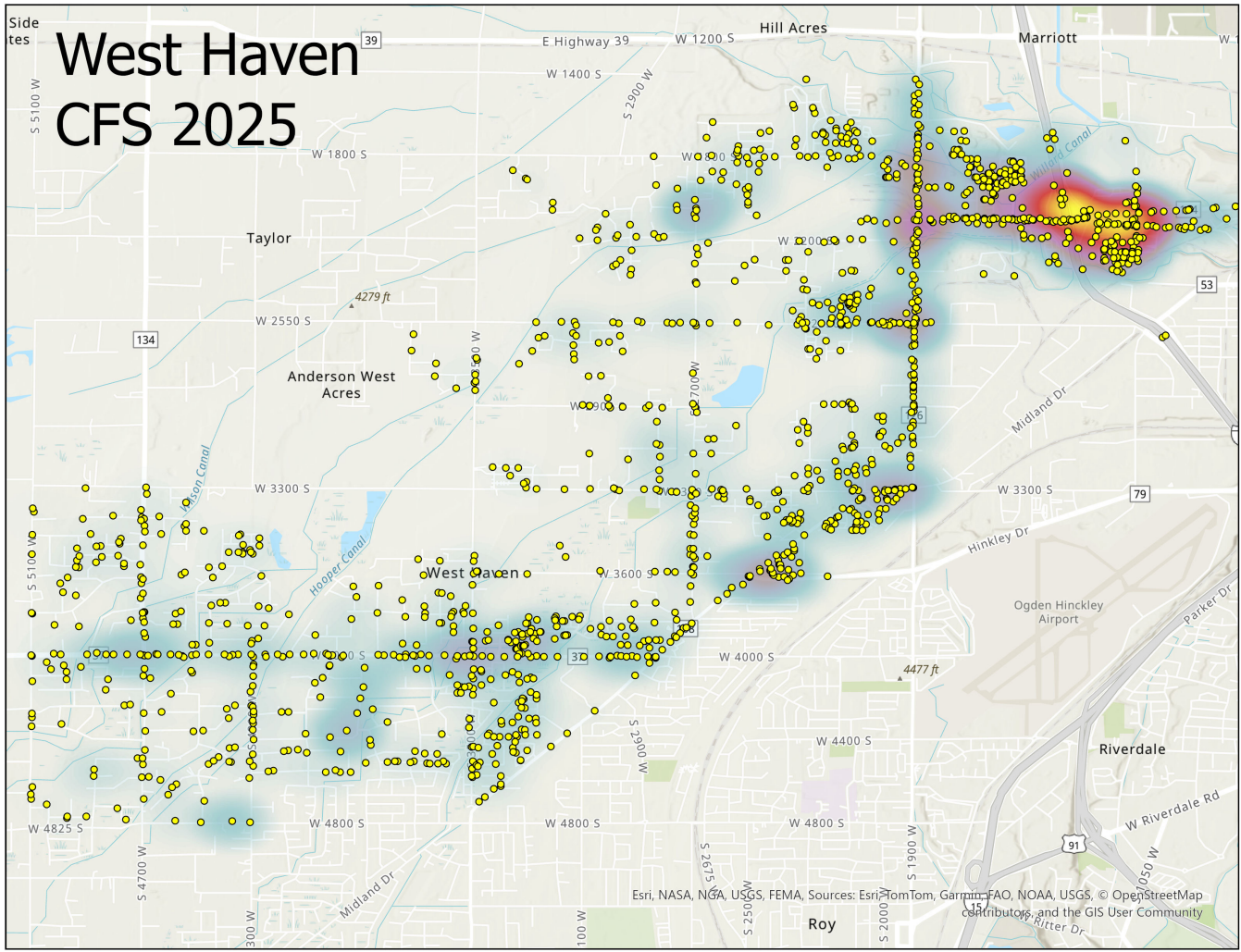


This map displays the West Haven area in Connecticut, featuring a grid of streets and various geographical features. The map is overlaid with a dense distribution of blue dots, representing CFS 2023 data points. These points are concentrated in the western and central parts of the map, with a notable cluster in the southwest. A color-coded overlay indicates elevation, with a gradient from light blue to yellow and red, suggesting higher elevations in the eastern part of the map. Key locations labeled include Taylor, Anderson West Acres, West Haven, Hill Acres, Marriott, and Riverdale. Major roads such as E Highway 39, W 1200 S, W 1400 S, W 1800 S, W 2550 S, W 2900 S, W 3300 S, W 3900 S, W 4000 S, W 4400 S, W 4800 S, W 4825 S, W 4850 S, W 4875 S, W 4900 S, W 4925 S, W 4950 S, W 4975 S, W 5000 S, W 5025 S, W 5050 S, W 5075 S, W 5100 S, W 5125 S, W 5150 S, W 5175 S, W 5200 S, W 5225 S, W 5250 S, W 5275 S, W 5300 S, W 5325 S, W 5350 S, W 5375 S, W 5400 S, W 5425 S, W 5450 S, W 5475 S, W 5500 S, W 5525 S, W 5550 S, W 5575 S, W 5600 S, W 5625 S, W 5650 S, W 5675 S, W 5700 S, W 5725 S, W 5750 S, W 5775 S, W 5800 S, W 5825 S, W 5850 S, W 5875 S, W 5900 S, W 5925 S, W 5950 S, W 5975 S, W 6000 S, W 6025 S, W 6050 S, W 6075 S, W 6100 S, W 6125 S, W 6150 S, W 6175 S, W 6200 S, W 6225 S, W 6250 S, W 6275 S, W 6300 S, W 6325 S, W 6350 S, W 6375 S, W 6400 S, W 6425 S, W 6450 S, W 6475 S, W 6500 S, W 6525 S, W 6550 S, W 6575 S, W 6600 S, W 6625 S, W 6650 S, W 6675 S, W 6700 S, W 6725 S, W 6750 S, W 6775 S, W 6800 S, W 6825 S, W 6850 S, W 6875 S, W 6900 S, W 6925 S, W 6950 S, W 6975 S, W 7000 S, W 7025 S, W 7050 S, W 7075 S, W 7100 S, W 7125 S, W 7150 S, W 7175 S, W 7200 S, W 7225 S, W 7250 S, W 7275 S, W 7300 S, W 7325 S, W 7350 S, W 7375 S, W 7400 S, W 7425 S, W 7450 S, W 7475 S, W 7500 S, W 7525 S, W 7550 S, W 7575 S, W 7600 S, W 7625 S, W 7650 S, W 7675 S, W 7700 S, W 7725 S, W 7750 S, W 7775 S, W 7800 S, W 7825 S, W 7850 S, W 7875 S, W 7900 S, W 7925 S, W 7950 S, W 7975 S, W 8000 S, W 8025 S, W 8050 S, W 8075 S, W 8100 S, W 8125 S, W 8150 S, W 8175 S, W 8200 S, W 8225 S, W 8250 S, W 8275 S, W 8300 S, W 8325 S, W 8350 S, W 8375 S, W 8400 S, W 8425 S, W 8450 S, W 8475 S, W 8500 S, W 8525 S, W 8550 S, W 8575 S, W 8600 S, W 8625 S, W 8650 S, W 8675 S, W 8700 S, W 8725 S, W 8750 S, W 8775 S, W 8800 S, W 8825 S, W 8850 S, W 8875 S, W 8900 S, W 8925 S, W 8950 S, W 8975 S, W 9000 S, W 9025 S, W 9050 S, W 9075 S, W 9100 S, W 9125 S, W 9150 S, W 9175 S, W 9200 S, W 9225 S, W 9250 S, W 9275 S, W 9300 S, W 9325 S, W 9350 S, W 9375 S, W 9400 S, W 9425 S, W 9450 S, W 9475 S, W 9500 S, W 9525 S, W 9550 S, W 9575 S, W 9600 S, W 9625 S, W 9650 S, W 9675 S, W 9700 S, W 9725 S, W 9750 S, W 9775 S, W 9800 S, W 9825 S, W 9850 S, W 9875 S, W 9900 S, W 9925 S, W 9950 S, W 9975 S, W 10000 S. The map also shows several water bodies, including the Hopper Canal and the West Haven River. The map is titled 'West Haven CFS 2023' in the top left corner. The bottom of the map includes a scale bar and a legend.

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community









# Law Enforcement Staffing Levels

- No standardized ratio
- Generally, staffing levels vary from 1.0 officers per 1,000 residents up to 2+ officers per 1,000 residents (high density urban cities)
- Policing staffing levels depends on many factors
  - Patrol time
  - Response Times
  - Community policing efforts
  - Area size
  - Population
  - Pocketed densities
  - Funding
  - Number of calls for service

## Estimation/Discussion for Increased FTEs / Services

[illegible]



## WEST HAVEN CITY COUNCIL MEETING MINUTES

**May 21, 2025 6:00 P.M.**

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

Present:	
Rob Vanderwood	Mayor
Nina Morse	Councilmember
Carrie Call	Councilmember
Ryan Saunders	Councilmember
Kim Dixon	Councilmember
Shawn Warnke	City Manager
Emily Green	City Recorder
Amy Hugie	City Attorney
Stephen Nelson	Community Development Director
Edward Mignone	City Engineer
Excused:	
Ryan Swapp	Councilmember

### **5:00 Work Session – 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**

Mayor Vanderwood brought the meeting to order at 5:04 PM and welcomed those in attendance.

### **REPORTS AND DISCUSSION AS FOLLOWS:**

#### **1. Discussion-Council Updates**

There were no updates at this time.

#### **2. Presentation-Flock Cameras Report-Lt. Endsley**

Lt. Endsley gave a presentation on flock cameras.

#### **3. Discussion- Council Will Discuss the Current 2024-2025 Budget and Proposed 2025-2026 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**

Shawn Warnke gave a presentation on additions to the budget.

# Tentative Budget Presentation

April 28, 2025



# Garbage Dumpster Enclosure

## Residential Containers

- May, the Barn is estimated to be used 45% of the available time, the facility could be rented.
  - One of the impacts of the high use is the amount of refuse generated and stored on site until garbage collection day.
- Facility is serviced by residential containers that are stored on the patio and moved to the curbside on garbage pickup day.
- During one week in May, as many as nine garbage containers were stored on the patio until garbage collection day.



## Dumpster

- Dumpster offers a more efficient and versatile solution for waste disposal compared to individual trash cans, particularly for facilities that generate significant amounts of refuse.
- Dumpster enclosure, which is typically required and expected for commercial and institutional facilities.
- Selecting this location stores the garbage far enough away from the Barn facility and the adjoining residential use, to reduce the visual, odor, and noise impacts associated with the dumpster being dumped and with people throwing garbage into the dumpster.

# Dumpster Enclosures

- The dumpster enclosure is anticipated to be constructed out of masonry block with a thickened concrete approach and pad to withstand the garbage truck's weight and rocking when emptying the dumpster.
- Other design features will include locking mechanisms to prevent the general public's use and a man door for easy use by the renters.
- The Engineering Department estimates \$10,000 for concrete work and site prep, \$5,000 in grading and restoration, and another \$20,000 for footing, walls, gates, etc.
- While this may seem a significant cost, it should be noted that for May and June of 2025, which represent which months of the facility will have high usage and the potential to generate significant amount of refuse, the Barn rental fees are anticipated to generate \$14,500 and \$14,700 respectively (totaling \$29,200). Budget \$35,000.





## Poulter Pond Improvements

### Poulter Pond- Existing Improvements

- Partnership with Nilson Homes, the following amenities have been constructed a five-acre fishing pond, inlet and outlet to the pond, an aerator, a walking trail that surrounds the pond, two fishing piers, restrooms, a parking lot, some tree plantings, and other miscellaneous improvements.





## Poulter Pond- Needed Improvements (FY 26)

- In the spring of 2025, the City applied for the Utah Outdoor Recreation Grant (UORG),
  - \$13M in requests, with only \$2M in funding available, with no grant funds being awarded to the City.
- The City's grant application to UORG was for rocks, gravel, shrubs, and native grass at the waterline and the area between the walking trail and the water.
  - These improvements will help to preserve the shoreline's integrity, which is currently experiencing some erosion of the soil around the pond.



## Shoreline Improvements

- Under the direction of Chris Penne, manager of Northern Region Aquatics Program, DNR, West Haven has selected the specific native grass, vegetation, and rocks to help reduce erosion and create an ideal environment for a fishing pond.
  - Rocks, of various sizes, approximately one to two inches in diameter, will be placed at the waterline. Gravel will be at the top of the slope, with crushed rock at the crest and around the north, east, and west sides.
  - In the spawning area of the pond, vegetation will be planted to protect the fish, consisting of native grasses, various trees, and shrubs. This vegetation will keep the health of the fish at an optimum level.
  - The fishing pond is a project that West Haven City began two years ago with the construction of the fishing pond. The landscaping and rock placement to protect the pond's shoreline will be the pond's concluding construction piece.
- Budget \$141,000.





## Poulter Pond- Future Improvements (FY 27)

- Future improvements are needed around the pond, such as constructing a pavilion, playground, grass area, and other landscaping improvements, all of which will be a future grant application.

## Streetlights

### Street Lighting with RMP

Simple policy with only two options for new lighting.

#1: Rocky Mountain Power owns and maintains it.

OR

#2: Municipal customer owns and maintains it.

Regulated by rate schedules specific to Utah State

- Flat rate tariffs
- Monthly price per light
- No meters

RATE	LAMP TYPE	UNITS
CITY - 12E	MH 150W	4.
CITY - 12E	HPS 100W	5.
CITY - 12E	HPS 150W - ENERGY ONLY	7.
CITY - 12E	HPS 400 WATT - ENERGY ONLY	14.
CITY - 12E	LED 45-49 WATT - ENERGY ONLY	12.
CITY - 12E	LED 100-104 WATT - ENERGY ONLY	6.
CITY - 12E	LED 120-124 WATT - ENERGY ONLY	2.
CITY - 12F	HPS 100W	1.
CITY - 12P	HPS 150W - DECORATIVE	6.
CITY - 12P	HPS 400W	7.
RMP - 11	HPS 100W	3.
RMP - 11	HPS 150W	6.
RMP - 11	HPS 400W	1.
RMP - 11	HPS 100W - DECORATIVE	4.
RMP - 11	HPS 70W	1.
RMP - 11	LED LEVEL 2	151.
RMP - 11	LED LEVEL 3	2.
RMP - 11	LED LEVEL 5	4.

## Flat Rate Streetlight Schedule- RMP Owned

### ■ Rate Schedule 11

- Rocky Mountain Power owns and maintains the light
- All new lighting is LED
  - 6 levels available
- Customer-Funded program to convert to LED
  - Customer pays for project
  - Eligible for reduced monthly rate in perpetuity

### ■ Rate Schedule 11 – Company Owned

- Rocky Mountain Power owns and maintains the light
  - Includes replacing poles, fixtures, lamps, photocells, and service wire – both overhead and underground.

## Flat Rate Streetlight Schedule- City Owned

### ■ Rate Schedule 12 – Energy Only

- Customer owns and maintains the light
- Customer (No Title) install whatever they want
- Connect to the power grid using the Point of Disconnect spec

### ■ Rate Schedule 12 – Energy Only

- Customer owns and maintains the light
  - Rocky Mountain Power owns and maintains all overhead wire attached to our distribution and transmissions poles.
  - Rocky Mountain Power owns and maintains the 10' of wire between our service pedestals and the customer's Point-of-Disconnect box (if present).
  - Rocky Mountain Power maintains all fusing in our service pedestals.
  - Customer is responsible for the pole, fixtures, lamps, photocells, all underground wires, and any overhead wire not feeding from an Rocky Mountain Power pole.

## Cities and Streetlights

### City Owned Streetlights<sup>1</sup>

- West Jordan
- South Jordan
- SLC
- Sandy
- West Valley City
- Roy

### RMP owned Streetlights

- Ogden
- West Haven City (going forward)
- Plain City

Note <sup>1</sup>: Large cities typically operate it as an enterprise fund and charge a fee for service

# City Owning Streetlights

## Expenses:

- Lower operational costs in the short term because there is lower anticipated maintenance, and the RMP fee only includes power and not any maintenance & depreciation expense

## Unknowns:

- Likely no inspections done on past streetlights owned by the City
- Is it a direct bury, or is the wire in conduit

## Operations:

- Develop a lighting standard
- Developer required, but the City would need to oversee the installation and inspections
- Blue stake

## Maintenance items:

- Fixture life is 8-10 years
- Wiring is thought to have a life span of 30 to 35 years
- Keep a few fixtures on hand
- Need to hire an electrician
- Due to theft, RMP only uses aluminum wire and places a sticker on boxes that states that there is no copper wiring to discourage theft/vandalism

## • Currently, no utility fee is charged for streetlights:

- No fee for service collected, and no capturing of depreciation within the fee for service

# City Own Streetlights

## City-Owned Option

- Develop a lighting standard
- Developer required to purchase and install, with the City overseeing the installation and inspections
- Blue stake

# Unknown with Existing Streetlights

- Likely no inspections done on past streetlights owned by the City
- Is the electrical lines a direct buried line, or is the wire in conduit

City of / Customer:	West Haven	CSS #	48652766 001	CCT Choice:	3000K or 4000K	3000K						
RMP Rates	Services	Count of Lights	Current Light Lumens	Current Monthly Base Rate (per Unit)	Current Monthly Total	Post-LED Conversion Lights to RMP (Green) Lights City Keeps (Red)	Count of Lights	Proposed LED Lumens	Proposed Monthly LED Base Rate	Proposed LED Monthly Total	Net Monthly Billing Difference	
Schedule 11 RMP Owned Streetlighting	HPS 70W - Functional	1	5,600	\$11.82	\$11.82	Level 6 Customer Funded	1	15,501 - Greater	\$9.72	\$9.72	\$2.10	
	HPS 100W - Functional	3	9,500	\$12.74	\$38.22	Level 2 Customer Funded	3	3,501 - 5,500	\$6.57	\$19.71	\$18.51	
	HPS 100W - Decorative	4	9,500	\$23.15	\$92.60	Level 2 PT Customer Funded	4	3,501 - 5,500	\$6.57	\$26.28	\$66.32	
	HPS 150W - Functional	7	16,000	\$13.19	\$92.33	Level 3 Customer Funded	7	5,501 - 8,000	\$6.99	\$48.93	\$43.40	
	HPS 400W - Functional	1	50,000	\$17.75	\$17.75	Level 6 Customer Funded	1	15,501 - Greater	\$9.72	\$9.72	\$8.03	
Schedule 12P & 12E City Owned Streetlighting	HPS 150W - 12P Deco	5	16,000	\$6.00	\$30.00	Level 2 PT Customer Funded	5	3,501 - 5,500	\$6.57	\$32.85	\$22.85	
	HPS 400W - 12P	2	50,000	\$10.15	\$20.30	LED 160-164W	2	15,501 - Greater	\$2.41	\$4.82	\$15.48	
	HPS 100W - 12E Deco	9	9,500	\$1.81	\$16.29	Level 2 PT Customer Funded	9	3,501 - 5,500	\$6.57	\$59.13	\$42.84	
	HPS 150W - 12E Deco	6	16,000	\$2.65	\$15.90	Level 2 PT Customer Funded	6	3,501 - 5,500	\$6.57	\$39.42	\$23.52	
	HPS 400W - 12E	13	50,000	\$7.27	\$94.51	LED 160-164W	13	15,501 - Greater	\$2.41	\$31.33	\$63.18	
	MH 150W - 12E Deco	4	12,000	\$2.59	\$10.36	Level 2 PT Customer Funded	4	3,501 - 5,500	\$6.57	\$26.28	\$15.92	
		55			\$440.08		55		\$308.19	\$131.89		
2025 PROJECT COST - NORTHERN // TIER 4											ESTIMATED ANNUAL SAVINGS-->	\$1,582.68
Functional	Conversion Project	Count of Lights	Labor	Material	Total	Project Cost						\$21,925.60
Level 2	3,501 - 5,500	3	\$90.72	\$124.00	\$644.16	Annual Savings						\$1,582.48
Level 3	5,501 - 8,000	7	\$90.72	\$129.00	\$1,536.04							13.28
Level 6	15,501 - Greater	17	\$90.72	\$333.00	\$7,203.24							Years for R.O.I.
Level 2 Post-Top	3,501 - 5,500	28	\$90.72	\$325.00	\$11,640.16							
		55			\$382.28							
					Avg Cost per Light							

- Quote #1 is for all RMP and city-owned lights to be included in the project and for RMP to take ownership of the residential lighting after the project. RMP would be responsible for all maintenance and replacements of poles, light fixtures, and all wire. The lights on the steel DOT style poles would be converted to LED but remain the City's as these are semaphores and large aluminum/steel poles that are not RMP specs.

City of / Customer:	West Haven	CSS #	48652766 001	CCT Choice:		3000K or 4000K	3000K					
RMP Rates	Services	Count of Lights	Current Light Lumens	Current Monthly Base Rate (per Unit)	Current Monthly Total	Post-LED Conversion	Count of Lights	Proposed LED Lumens	Proposed Monthly LED Base Rate	Proposed LED Monthly Total	Net Monthly Billing Difference	
Schedule 11 RMP Owned Streetlighting	HPS 70W - Functional	1	5,600	\$11.82	\$11.82	Level 6 Customer Funded	1	15,501 - Greater	\$9.72	\$9.72	\$2.10	
	HPS 100W - Functional	3	9,500	\$12.74	\$38.22	Level 2 Customer Funded	3	3,501 - 5,500	\$6.57	\$19.71	\$18.51	
	HPS 100W - Decorative	4	9,500	\$23.15	\$92.60	Level 2 PT Customer Funded	4	3,501 - 5,500	\$6.57	\$26.28	\$66.32	
	HPS 150W - Functional	7	16,000	\$13.19	\$92.33	Level 3 Customer Funded	7	5,501 - 8,000	\$6.99	\$48.93	\$43.40	
	HPS 400W - Functional	1	50,000	\$17.75	\$17.75	Level 6 Customer Funded	1	15,501 - Greater	\$9.72	\$9.72	\$8.03	
Schedule 12P & 12E City Owned Streetlighting	HPS 150W - 12P Deco	5	16,000	\$6.00	\$30.00	LED 40-44W	5	3,501 - 5,500	\$0.64	\$3.20	\$26.80	
	HPS 400W - 12P	2	50,000	\$10.15	\$20.30	LED 160-164W	2	15,501 - Greater	\$2.41	\$4.82	\$15.48	
	HPS 100W - 12E Deco	9	9,500	\$1.81	\$16.29	LED 40-44W	9	3,501 - 5,500	\$0.64	\$5.76	\$10.53	
	HPS 150W - 12E Deco	6	16,000	\$2.65	\$15.90	LED 40-44W	6	3,501 - 5,500	\$0.64	\$3.84	\$12.06	
	HPS 400W - 12E	13	50,000	\$7.27	\$94.51	LED 160-164W	13	15,501 - Greater	\$2.41	\$31.33	\$63.18	
	MH 150W - 12E Deco	4	12,000	\$2.59	\$10.36	LED 40-44W	4	3,501 - 5,500	\$0.64	\$2.56	\$7.80	
		55			\$440.08		55		\$165.87	\$274.21		
2025 PROJECT COST - NORTHERN // TIER 4											ESTIMATED ANNUAL SAVINGS-->	\$3,290.82
Functional	Conversion Project	Count of Lights	Labor	Material	Total	Project Cost						\$21,925.60
Level 2	3,501 - 5,500	3	\$90.72	\$124.00	\$644.16	Annual Savings						\$3,290.82
Level 3	5,501 - 8,000	7	\$90.72	\$129.00	\$1,536.04							6.39
Level 6	15,501 - Greater	17	\$80.72	\$333.00	\$7,203.24							Years for R.O.I.
Level 2 Post-Top	3,501 - 5,500	28	\$90.72	\$325.00	\$11,640.16							
		55			\$11,025.60							
					Avg Cost per Light							

- Quote #2 also converts all the non-LED lighting in West Haven but leaves the ownership as is post-conversion. The lights that the city owns today would all be moved to the energy-only rate. If the City needs RMP's assistance in the future and the light fixture is not the issue (10yr warranty on the new LED fixtures), the costs would be forwarded to the city for payment.

City of / Customer:	West Haven	CSS #	48652766 001	CCT Choice:	3000K or 4000K	3000K						
RMP Rates	Services	Count of Lights	Current Light Lumens	Current Monthly Base Rate (per Unit)	Current Monthly Total	PostLED Conversion all on Schedule 11	Count of Lights	Proposed LED Lumens	Proposed Monthly LED Base Rate	Proposed LED Monthly Total	Net Monthly Billing Difference	
Schedule 11 RMP Owned Streetlighting	HPS 70W - Functional	1	5,600	\$11.82	\$11.82	Level 1 Customer Funded	1	Less than 3,500	\$0.04	\$0.04	\$5.78	
	HPS 100W - Functional	3	9,500	\$12.74	\$38.22	Level 1 Customer Funded	3	3,501 - 5,500	\$6.57	\$19.71	\$18.51	
	HPS 30W - Post-Top	4	5,600	\$11.82	\$0.00	Level 2 PT Customer Funded	4	3,501 - 5,500	\$6.57	\$26.28	\$0.00	
	HPS 100W - Deco	4	9,500	\$23.15	\$92.60	Level 2 PT Customer Funded	4	3,501 - 5,500	\$6.57	\$26.28	\$66.32	
	HPS 150W - Functional	7	16,000	\$13.19	\$92.33	Level 3 Customer Funded	7	5,501 - 8,000	\$6.99	\$48.93	\$43.40	
	HPS 200W - Functional	22,000	\$13.71	\$0.00	Level 4 Customer Funded	0	8,001 - 12,000	\$7.46	\$0.00	\$0.00		
	HPS 250W - Functional	27,500	\$14.60	\$0.00	Level 5 Customer Funded	0	12,001 - 15,500	\$8.00	\$0.00	\$0.00		
	HPS 400W - Functional	1	50,000	\$17.75	\$17.75	Level 6 Customer Funded	1	15,501 - Greater	\$9.72	\$9.72	\$8.03	
	MV 100W - Functional	4,000	\$11.82	\$0.00	Level 1 Customer Funded	0	Less than 3,500	\$0.04	\$0.00	\$0.00		
	MV 175W - Functional	7,000	\$11.82	\$0.00	Level 1 Customer Funded	0	Less than 3,500	\$0.04	\$0.00	\$0.00		
MV 250W - Functional	10,000	\$12.74	\$0.00	Level 2 Customer Funded	0	3,501 - 5,500	\$6.57	\$0.00	\$0.00			
MV 400W - Functional	20,000	\$13.71	\$0.00	Level 4 Customer Funded	0	8,001 - 12,000	\$7.46	\$0.00	\$0.00			
		16			\$252.72		16		\$110.68	\$142.04	\$120.00	
2025 PROJECT COST - NORTHERN // TIER 4											ESTIMATED ANNUAL SAVINGS-->	\$1,704.48
Functional	Conversion Project	Count of Lights	Labor	Material	Total	Project Cost					\$4,548.00	2.67
Level 1	Less than 3,500	1	\$95.25	\$119.00	\$214.25	Annual Savings					\$1,704.48	Years for R.O.I.
Level 2	3,501 - 5,500	3	\$95.25	\$124.00	\$619.25							
Level 3	5,501 - 8,000	7	\$95.25	\$129.00	\$1,569.75							
Level 4	8,001 - 12,000	0	\$95.25	\$156.00	\$0.00							
Level 5	12,001 - 15,500	0	\$95.25	\$180.00	\$0.00							
Level 6	15,501 - Greater	1	\$95.25	\$333.00	\$428.25							
Level 2 Post-Top	3,501 - 5,500	4	\$95.25	\$325.00	\$1,681.00							
		16			\$4,548.00							
					Avg Cost per Light							

- Quote #3 includes only the RMP lights today, changing the (4) decorative light to LED Town & Country style fixtures. This is the most inexpensive option.



Level 2 Post Top



Functional Cobra  
Levels 1 – 6



Level 3 Decorative

## RMP Dark Sky Compliant LED Street Light Fixtures

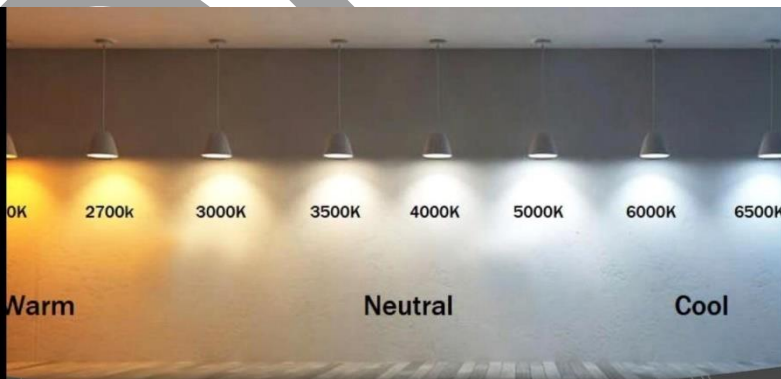
Rocky Mtn Power offers 3000K lighting (with optional shielding) to allow our customer's the opportunity to align with the International Dark-Sky Association.

I.D.A. Mission: to protect the nighttime environment and our heritage of dark skies.

Advocates for:

- Minimizing light pollution
- Only using light when needed
- Only light the area that needs it
- Nothing brighter than necessary
- Minimizing blue light emissions
- Fully cut-off lighting (no up-light)
- Nothing exceeding 3000K

## International Dark Sky Association



Correlated Color  
Temperature (CCT)  
Measured in Kelvin

- In simple terms, a light's lumen value describes the brightness, and the Kelvin temperature (K) describes its color.



# Accounting- Expense the Asset

## Need to expense the Asset

- Since 2006, the City has booked a value of over \$408,000 attributed to developers dedicating streetlights
- The City has depreciated approximately \$64,000 (depreciation schedule of 40 years)
- \$344,000 remaining on the books as an asset
- The City would have to budget for the loss of the asset (streetlights) by expensing \$344,000, which would be a paper loss, not an actual cash expense

# Parking Lot Islands at Sports Park



## Non-Functional Turf Areas

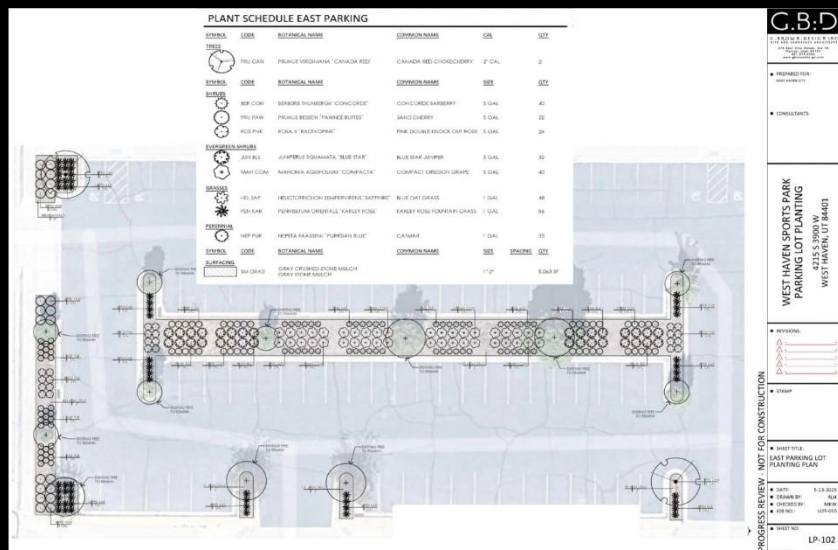
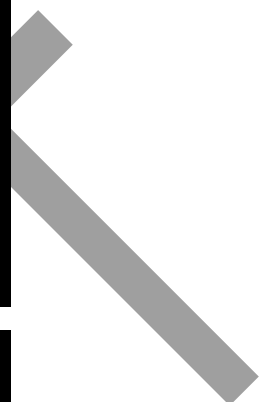
- The State of Utah and water providers are encouraging the elimination of non-functional turf areas, which are defined as grass areas that are primarily decorative and do not serve a recreational or functional purpose.
- Non-functional turf is often found in places like road medians, parking lots, and areas in front of businesses where the primary purpose of the grass is aesthetics.
- Lawns have the highest water demand and require the most irrigation compared to other ornamental plants in landscapes.
- Lawns within parking lot islands are one of the largest water wasters because the surrounding asphalt creates a hot microclimate, and the relatively narrow configuration of these areas cannot be watered effectively when planted in lawn.

## State Code and City Code Requirements

- West Haven City is required to create a Water Use and Preservation Element, an element of the General Plan as required by recent state legislative decisions (HB 282).
- The City also aims to meet state requirements (HB 282) by modifying its existing landscape ordinance to promote a water-wise approach to landscaping in West Haven.
- This landscape project at the Sports Park demonstrates the City's vision and leadership in creating and implementing water-wise landscaping projects that are attractive and have a low water demand.
- It should be noted that this planting plan meets the current City Code, which requires one shrub per every 200 square feet of landscaped area and also *a minimum of 50% ground plane coverage when plant material reaches maturity.*

## Project Objectives

- The objectives of this project are not only to:
  - Install a low-water landscape, but to create attractive, and
  - More diverse landscaping at this City park, which will add visual interest throughout the year.





#### TREES AND SHRUBS



Canada Red Chokecherry 20T x 25W



Concorde Barberry 2T x 3W



Pink Double TKO Rose 3T x 3W

#### SHRUBS



Pawnee Butte Sand Cherry 2T x 4W



Blue Star Juniper 3T x 4W

G. BROWN DESIGN INC  
SITE AND LANDSCAPE ARCHITECTS  
478 East Vine Street, Ste 10  
HURRY, UTAH 84107  
801.573.4046  
www.gbrowndesign.com

West Haven Rec Complex  
Parking Lot Planting  
4215 S 3900 W  
West Haven, UT 84401

#### SHRUBS AND GRASSES



Compact Oregon Grape 3T x 4W



Sapphire Blue Oat Grass 2T x 2W



Karley Rose Fountain Grass 3T x 3W

#### PERENNIALS



Purrsan Blue Catmint 1.5T x 2.5W

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4215 S 3900 W  
West Haven, UT 84401

## Parks Plan

City Council reviewed the quarterly financial audit report.

## **6:00 Regular City Council Meeting**

1. **MEETING BROUGHT TO ORDER:**

*The Council met at their regularly scheduled meeting held in the Council Chambers.*

*Mayor Vanderwood brought the meeting to order at 6:00 PM and welcomed those in attendance.*

2. **OPENING CEREMONIES**

**A. PLEDGE OF ALLEGIANCE**

**Councilmember Saunders**

**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.  
*No one came up at this time.*

4. **UPCOMING EVENTS**

**Senior Lunch Bunch**

**May 28, 2025**

**11:30 AM**

**Candidacy Filing Period**

**June 2-6, 2025**

**8:00 AM-5:00 PM**

**Music Circle**

**June 23, 2025**

**7:00 PM**

**Senior Lunch Bunch**

**June 25, 2025**

**11:30 AM**

**West Haven Days**

**June 23-28, 2025**

*Councilmember Call said the Art's Council will be holding a chalk art workshop on June 9, 2025.*

5. **COUNCIL UPDATES**

*Mayor Vanderwood said that they just did a ribbon cutting for the Poulter Preserve Pond.*

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

6. **ACTION ON CONSENT AGENDA**

**A. CITY COUNCIL MINUTES**

**MEETING HELD**

**May 7, 2025**

**B. STAKER & PARSON COMPANIES**

**\$302,080.41**

**Inv.#21402-1**

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

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

7. **PRESENTATIONS**

**A. KATIE JO CHRISTENSEN-COMMUNITY STAR AWARD-MAYOR VANDERWOOD & COUNCILMEMBER MORSE**

*Mayor Vanderwood and Councilmember Morse presented Katie Jo Christensen with a community star award.*

**B. UDOT'S ROAD WIDENING OF MIDLAND DRIVE (SR108); FROM 1800 N CLINTON TO 4275 S WEST HAVEN-AUBREY BENNION, GREG DAVIS, AND DAVE ADAMSON**

*Aubrey Bennion, Greg Davis, and Dave Adamson presented the design to widen Midland Drive.*

**C. UTOPIA UPDATE-ROGER TIMMERMAN**

*Roger Timmerman gave a presentation on UTOPIA.*



West Haven Update  
May 21, 2025

## WHAT IS UTOPIA FIBER?

UTOPIA is a Utah Interlocal Entity and political subdivision of the State of Utah. However, it has expanded outside the state of Utah and has governmental partnerships in Idaho, Montana, and California.

### Founding Members

Brigham City	Centerville
Layton	London
Milvate	Murray
Orion	Payson
Perry	Tremonton
West Valley City	

### Partner Cities/Countries

Woodland Hills	Idaho Falls
Morgan City	West Point
Clearfield	Pleasant Grove
Sylvestre	Bozeman
Santa Clara	Cedar Hills
West Haven	Bountiful
RCRC (48 Counties, 2 Municipalities, 4)	-----



501.453.0200 | 300 N. 500 E., Murray, UT 84305 | [UTOPIAFiber.com](http://UTOPIAFiber.com)

## UTOPIA/UIA Timeline



501.453.0200 | 300 N. 500 E., Murray, UT 84305 | [UTOPIAFiber.com](http://UTOPIAFiber.com)

## UTOPIA FIBER ACCOMPLISHMENTS

- Largest Open-Access Network in United States (240k+ available locations, 23 city-wide projects)
- Fastest Speeds in the United States (10 Gbps residential, 100 Gbps business)
- Most Competitive Open-Access Network in United States (19 providers)
- Awardee from 2021-2025 Utah Education Network (350+ new school circuits)
- Provider of Air Quality Sensors in Utah (100+ active monitoring stations)
- Provider of Smart City Solutions in Utah (wildfire detection, public Wi-Fi, air quality, etc.)
- Net Promoter Score (+63)
- Google Rating Score (4.6 stars)
- Smart 50 Award from Smart Cities Connect Foundation and US Ignite

 Ongoing Broadband Communities top 100 FTTH Award

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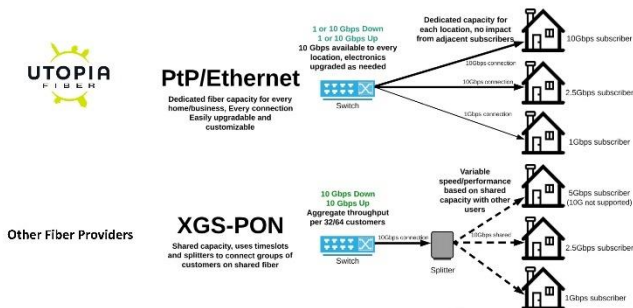
## MUNICIPAL OPEN-ACCESS FIBER

Shared Open-access Municipal Fiber Infrastructure enables competition among many providers



## SUPERIOR CITY-WIDE FIBER TO THE PREMISES

- 10 Gbps available across UTOPIA Fiber, 100 Gbps for businesses
- Carrier services for homes, businesses, enterprises, schools, carriers, data centers, etc.
- Supports Open-Access



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## NEW/FUTURE TECHNOLOGY PLANS

- New 2.5Gbps service tier
- Lower pricing for 10 Gbps
- In development
  - Customer App for payment, troubleshooting, provider switching
  - Additional Smart City Applications/Deployments
  - Ongoing capacity upgrades to support VR, AI, other future technologies

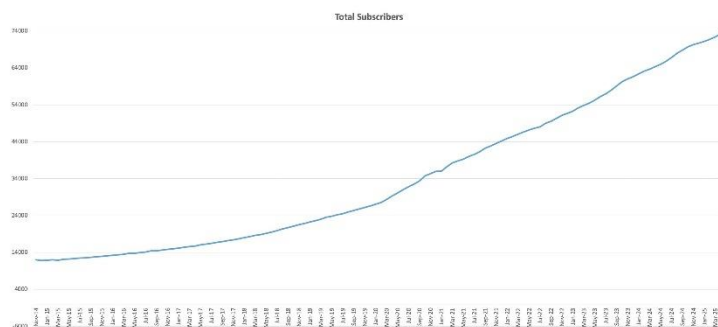


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800.453.0000

## UTOPIA, UIA, & Partnership Subscribers



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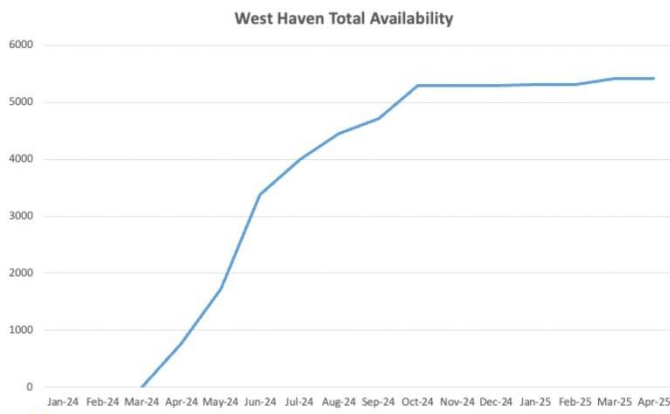


## Subscribers by City



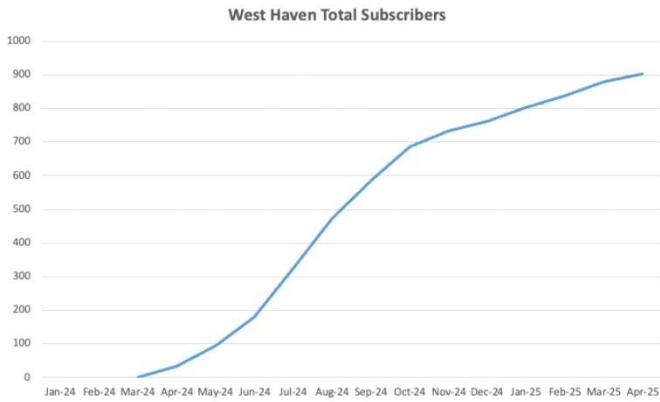
UTOPIA  
501.433.0200 | 3000 S. 900 E., Murray, UT 84123 | [UTOPIAthena.com](http://UTOPIAthena.com)

## West Haven – UTOPIA/UIA



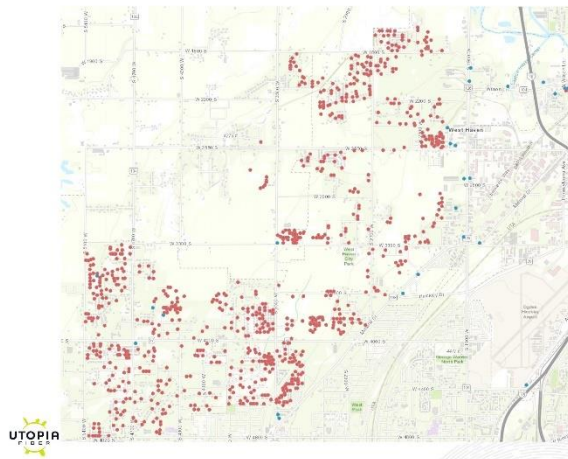
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## West Haven – UTOPIA/UIA

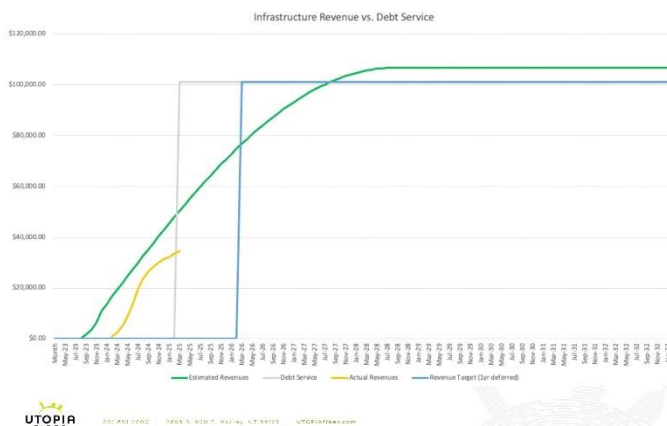


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## West Haven – UTOPIA/UIA



## West Haven Revenues vs Financing Pledge



## Questions?

Roger Timmerman, Executive Director  
rtimmerman@utopiafiber.com  
www.utopiafiber.com  
801-613-3855



8. **ACTION ON RESOLUTION 18-2025-STATEWIDE UTILITY LICENSE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION REGARDING AN I-15/24<sup>TH</sup> STREET INTERCHANGE PROJECT-EDWARD MIGNONE**

*Edward Mignone gave an overview of the SULA agreement.*

**Councilmember Call made a motion** to adopt resolution 18-2025. **Councilmember Dixon** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

9. **ACTION ON RESOLUTION 28-2025-FINDING THAT A STATION AREA PLAN FOR THE ROY FRONTRUNNER STATION IS IMPRACTICABLE FOR THE AREA LOCATED WITHIN WEST HAVEN CITY**

*Stephen Nelson said that cities are required to adopt a station area plan by state mandate but in some instances it is not required if it is found impracticable for the area.*

*Councilmember Call said the Whereas lists 8.2 acres but the findings list 8.5 acres.*

*Stephen Nelson said it needs to be 8.2 acres.*

**Councilmember Dixon made a motion** to adopt resolution 28-2025. **Councilmember Saunders** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

10. **ACTION ON RESOLUTION 27-2025-LETTER OF CONCURRENCE AND MATCH AGREEMENT FROM THE WASATCH FRONT REGIONAL COUNCIL FOR A TRANSPORTATION AND LAND USE CONNECTION GRANT-STEPHEN NELSON**

*Stephen Nelson went over the grant that was awarded from the Wasatch Front Regional Council and said that the terms require us to sign a letter of concurrence for it.*

*Councilmember Call said that she thinks the budget for it should be \$56,770*

*Stephen Nelson confirmed that is correct.*

**Councilmember Call made a motion** to adopt resolution 27-2025 noting that the consultant budget total should read \$56,770. **Councilmember Morse** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

11. **ACTION ON RESOLUTION 29-2025-APPROVING AND ADOPTING A TEMPORARY COMMEMORATIVE LOGO FOR THE 250<sup>TH</sup> ANNIVERSARY OF THE AMERICAN REVOLUTIONARY WAR-MAYOR VANDERWOOD & COUNCILMEMBER SAUNDERS**

*Councilmember Morse suggested using two different emblems to allow a simplified version that can be used on pins or pens that would require the emblem to be smaller.*

*Councilmember Dixon asked what the city would be doing next year to celebrate the 250<sup>th</sup> anniversary and how we planned on presenting and educating the city about this.*

*Mayor Vanderwood said this is just an opportunity for the city to get ahead of this anniversary and would bring people together. He said they plan on letting the city know through the newsletter.*

*Councilmember Call said that she is in favor of doing this logo but thinks it would be best to wait until next year.*

*Councilmember Dixon said she did not think it was a good idea to have it for West Haven Days this year and next year.*

*Councilmember Morse agreed with Councilmember Call and agreed with only having it for one West Haven Days.*



**Councilmember Call made a motion** to table this item until December 2025 so it is put into action for 2026. **Councilmember Morse** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

12. **ACTION ON RESOLUTION 30-2025-PROFESSIONAL SERVICES AGREEMENT BETWEEN WEST HAVEN CITY AND ULRICH & ASSOCIATES, PC FOR AUDITING SERVICES-SHAWN WARNKE**

**Councilmember Dixon made a motion** to adopt resolution 30-2025. **Councilmember Morse** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

13. **ADVICE & CONSENT OF: ONE (1) PLANNING COMMISSION MEMBER APPOINTMENT-Submitted by Mayor Vanderwood** To fill the remainder of one, 4-year term. The term will be from June 1, 2025 thru December 31, 2025

*Mayor Vanderwood presented Jennifer Strekker.*

**Councilmember Saunders made a motion** to give advice and consent to appoint Jennifer Strekker as a Planning Commission Member. **Councilmember Morse** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

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

*There were no items at this time.*

15. **EXECUTIVE SESSION IF NECESSARY**-The Council will consider a motion to enter into a closed meeting for the purpose of a strategy session to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property; To be held in accordance with the provisions of Utah Code 52-4-205

**Councilmember Morse made a motion** to enter into the executive session. **Councilmember Saunders** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

*Mayor Vanderwood said the executive session was used to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property.*

**Councilmember Dixon made a motion** to leave the executive session. **Councilmember Morse** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember Morse</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

16. **ADJOURNMENT**

**Councilmember Morse made a motion** to adjourn at 7:58 PM. **Councilmember Call** seconded the motion.

<b>AYES:</b>	<b>Councilmember Dixon, Councilmember Call, Councilmember Saunders, Councilmember</b>
<b>NAYS:</b>	
<b>RECUSED:</b>	

*Emily Green*  
City Recorder

Date Approved:

## STAFF REPORT

TO: Mayor and City Council  
FROM: Shawn Warnke, City Manager  
DATE: June 4, 2025  
SUBJECT: Budget Amendments FY 2025

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As you know, budgeting is the best estimate of revenues and expenses. The adopted FY 2025 Budget represented what was reasonably anticipated for revenues and expenses; however, many variables and unforeseen conditions can affect the Budget during the upcoming fiscal year. The budget amendment addresses the unknown conditions and issues that existed when the budget was initially adopted.

Amending the Budget throughout the year is a fundamental component of the budget process. At this point in the administration of the FY 2025 Budget, with approximately two weeks remaining in the fiscal year, the proposed amendments are focused on two objectives explained in further detail below: 1) Revising the budget estimates based upon the actuals, and 2) revising the budget estimates to safeguard against exceeding the appropriation.

*Revising the Estimates based on the Actuals.* The Budget represents the best estimate of revenues and expenses; however, many variables can affect the Budget during the upcoming fiscal year. Many of the amendments revise the estimates to reflect the actual revenues or expenses that have occurred.

*Safeguard Amendments.* Safeguard amendment is to ensure that the City does not over-expend any expendable account in the General Fund or other fund, and violate Utah Code 10-6-123 states the following:

*City officers shall not make or incur expenditures or encumbrances in excess of total appropriations for any department in the Budget as adopted or as subsequently amended.*

The City does not have an encumbrance system as part of the accounting software. As such, it is sometimes difficult to know what the City has purchased until after the invoice is received and processed. In lieu of such a system, Department Heads are asked to expend funds only for necessary items to operate during June. As such, any proposed amendments that increase the Budget as a safeguard against overruns are not intended to be an authorization for a Department Head to expend additional funds but are to ensure that there is no misstep that results in a violation of the Utah Code.

Some departmental expense accounts or funds are comprised chiefly of fixed costs (such as salary and benefits) and has little variable costs; under this scenario, there is slim margins for error, and for these reasons, it is a reasonable practice to increase the budget to ensure that the fixed costs are not greater than estimated.

**Accumulation of Fund Balance.** Utah Code Annotated 10-6-116 (2), prohibits the accumulation of fund balance above 35% of the total estimated revenue of the General Fund for the current

fiscal period. The proposed budget amendment transfers funds to the Capital Projects Fund to ensure that the accumulated fund balance does not exceed the state's requirements.

## **10- GENERAL FUND**

### **Revenue Accounts.**

10-3130 Sales and Use Tax. The actual sales tax is estimated to be less than budgeted. Decrease budget by (\$175,800).

10-3345 Local Grants (RAMP Grant). The City received a check for 2025 RAMP Grants in FY 2025. Some of the 2025 RAMP Grants expenses will be incurred in FY 2025, and others in FY 2026. Since these grant funds are not reimbursement grants, meaning that the award did not require the expense to occur first, the City is recognizing the revenue (the City has earned this revenue at the time of receipt based on the terms of the award) in FY 2025. The grant expenses that will occur in FY 2025

- \$18,500 for the Concert Celebration -General Fund
- \$14,750 for the Rodeo Queen -General Fund

For the RAMP Grant expenses in FY 2026, Amy Davies, the City's Finance Director, will create a restricted account for grants in the General Fund, which will earmark the fund balance for grant purposes. The balances will then roll forward to FY 2026. Although the revenue will be recognized in FY25, it will still be available to spend in FY26 as a "use of restricted fund balance". Amy Davies, the City's Finance Director, will track the spend-down of these funds on a separate spreadsheet and adjust the restricted account accordingly. The grant expenses that will occur in FY 2026

- \$18,846 for the Arts Festival -General Fund

Budget increase of \$55,000.

10-3476 Donations. James Abbott and Brayden Young secured private donations to bolster an archery tournament facilitated by the Recreation Department. There is a corresponding increase in the expense line item 10-4747 Outdoor Recreation. Increase budget by \$1,000.

10-3699 Use (Contribution) of Fund Balance. Utah Code Annotated 10-6-116 (2) prohibits the accumulation of fund balance above 35% of the total estimated revenue of the General Fund for the current fiscal period. This budget amendment proposes transferring funds to the Capital Projects Fund to ensure that the accumulated fund balance does not exceed the state's requirements. This budget amendment proposes appropriating \$1,879,238, of which \$1,643,438 is programmed to be transferred to the Capital Projects Fund (see 10-7300 Transfer to Capital Project Fund).

### **Expense Accounts.**

10-4210 Police Department. In FY 2025, the Sheriff's Office had to request additional funds for the statewide radio encryption, which was not in the original budget. However, the Sheriff's Office is still billing at the original amount of \$1,983,795. The 4th quarter billing will reflect the adjustment for radios and any savings netted out. Several months ago, the Sheriff's Office estimated that there would be a small refund (approximately \$ 215,000 to be allocated to all contract cities) from

the adjusted budget number, but this will not be final until the audit is complete. However, on May 23, 2025, the Sheriff's Office estimates that there may be an additional \$40,440 due with the last billing for the 2024/25 Contract Year. The actual cost for the 2024/25 Contract Year will not be finalized until the audit is complete. Increase budget by \$40,000.

10-4465 Planning Committee. This departmental expense account comprises salary and benefits, with no variable costs. The "budget estimates" to "actual expenses" are on pace, and there are slim margins for error; for these reasons, it is reasonable to increase the budget to ensure that the fixed costs do not exceed the estimated amount. Increase budget by \$10,000.

10-4664 Arts Council. With all the events and activities the Art Council has facilitated, the actual expenses have exceeded the original appropriation. Increase budget by \$2,000.

10-4747 Outdoor Recreation. James Abbott and Brayden Young secured private donations to bolster an archery tournament facilitated by the Recreation Department. There is a corresponding increase in the revenue line item 10-3476 Donations. Increase budget by \$1,000.

10-5211 Janitor Wages. This departmental expense account comprises salary and benefits, with no variable costs. The "budget estimates" to "actual expenses" are on pace to exceed the initial appropriation. As such, a budget amendment is needed. Increase budget by \$8,000.

10-6915 Contribution to Misc. Units (Roy City Senior Center). In Weber County, there are five senior centers owned and operated by cities, which include Golden Hours (Ogden City), North View (North Ogden City), Roy, Riverdale, and Washington Terrace. To provide aging services, these five cities with senior centers have negotiated funding and received different amounts from Weber Human Services (WHS). WHS receives federal funds, matched by the State of Utah and Weber County, to provide aging services to Weber County residents. These funds are then passed on to the five senior centers for operational purposes.

Recently, the Weber Human Services Board, comprising County Commissioners and members of the public, decided that it was appropriate to reform the distribution of federal funds to city-owned and operated senior centers. Specifically, the Board wanted to establish a basis or rationale for funding these cities to help them operate their senior centers. The WHS Board has made a decision to provide an equal amount of funding (at least \$50,000) to five senior centers in the county, provided these facilities meet specific minimum criteria. If a location does not or cannot meet the criteria, it will not receive funding from WHS. In such cases, WHS will distribute any unused funds equally among the other centers that have met the criteria.

Weber Human Services reports that there are 45 registered patrons at the Roy City Senior Center and 19 at the Ogden City Senior Center who are residents of West Haven. Mayor Dandoy, on behalf of Roy City, requested that Roy, West Haven, and Hooper equally share the reduction in funding (\$12,000) associated with Weber County's decision to equalize funding for senior centers operating within the County. Mayor Dandoy states that Roy City is contributing \$80,000 to maintain the senior center and requesting that Roy, West Haven, and Hooper contribute \$4,000 annually. In or around December 2024, the City Council conceptually agreed to participate in funding the shortfall Roy is experiencing, associated with the WHS reforming on allocating pass-through funding to operate the senior center. Increase budget by \$5,500

10-7300 Transfer to Capital Project Fund. Utah Code Annotated 10-6-116 (2) prohibits the accumulation of fund balance above 35% of the total estimated revenue of the General Fund for the current fiscal period. The proposed budget amendment proposes transferring funds to the

Capital Projects Fund to ensure that the accumulated fund balance does not exceed the state's requirements. This budget amendment proposes appropriating \$1,879,238 in fund balance, of which \$1,643,438 is programmed to be transferred to the Capital Projects Fund.

### **13- CAPITAL PROJECTS FUND**

#### **Revenue Accounts.**

13-3310 Federal/Local Grants. Decreased based on not making as much progress on WACOG grant-funded projects in FY 2025. Decrease budget by (\$5,567,600)

13-3620 Dev Contribution-Fee in Lieu. The City received a Developer Contribution and Fee-in-Lieu for the projects below:

- Developer Contribution. The City Council approved Resolution No. 21-2025, Memorandum of Understanding (MOU) between the City and Green Farm Community LLC (Developer), where the City and Developer essentially make a cash contribution of \$30,000 to West Haven City for paving a trail at Poulter Pond, in lieu of constructing a small pavilion in Open Space Five.

Based on the MOU, the City submitted a letter of credit release to the bank in the amount of \$30,000 (thirty thousand dollars) with "West Haven City" shown as the payee. The bank released \$30,000 (thirty thousand dollars) from the Parcel C (Open Space 5) improvement line of credit directly to the City. Since the MOU restricts the use of the funds, Amy Davies, the City's Finance Director, will track these funds to pay either Kastlerock Contractors or Staker Parson for paving the trail. Although it is anticipated that the trail will be paved in the current fiscal year (FY 2025), there is a proposed amendment to the budget that appropriates the expense for paving this trail, which is found in *13-4535 Parks Capital Outlay (Poulter Pond West Side of Trail)*.

- Fee-in-Lieu. The City received a check in the amount of \$36,800 from a developer associated with the Riverwalk Townhomes No. 1 Plat. The developer is paying this amount as a fee-in-lieu for improving. Essentially, a master development agreement was in place for the developer to construct a trail within their development. For some unknown reason, the development was approved by the City and constructed by the developer without the trail. It was later discovered that this was the case, and to rectify the issue, the developer is paying a fee equivalent to the costs of constructing the trail, which amounts to \$36,800.

This fee in lieu payment for the trail was formalized in the 2<sup>nd</sup> Amendment of the Riverwalk Master Development Agreement at the Riverwalk Townhomes No. 1, which stated the following,

The Riverwalk Townhome No. 1 Plat depicts a walking/biking trail ("Trail") that is no longer contemplated by the City and Owner, and no longer required by the City under the MDA. In lieu of the construction of the Trail at the Riverwalk Townhomes No. 1 Property, the City hereby accepts a one-time payment from the Owner in the amount of \$36,800.00 to be paid within three (3) business days of the mutual execution and delivery of this 2<sup>nd</sup> Amendment.



The Master Development Agreement stated that the fee in lieu payment of \$36,800 that the use of the fee-in-lieu payment shall be at the sole discretion of the City for the construction of any future park, recreation, open space, sidewalk, or trail improvement or the rehabilitation of any existing public parks, recreation, open space, or trail improvements.

Increase budget by \$66,800.

**13-3910 General Fund Transfer.** Utah Code Annotated 10-6-116 (2) prohibits the accumulation of fund balance above 35% of the total estimated revenue of the General Fund for the current fiscal period. The proposed budget amendment proposes transferring funds to the Capital Projects Fund to ensure that the accumulated fund balance in the General Fund does not exceed the state's requirements. Increase budget by \$1,643,438.

**13-3999 Use (Contribution) of Fund Balance.** To offset the increased expenses proposed in the budget amendment, it is proposed that the City increase its appropriation of fund balance by \$1,962,862.

### **Expense Accounts.**

#### **13-50 Non-Departmental**

**13-5033 Non-Department Capital Projects- Unrestricted (Property Purchase for Parcel 3300 South).** The City and the West Haven Special Service District are purchasing 12.2 acres on 3300 South near the Country Park as a site for a new Public Works Building and District Building for \$3,027,772.40. The existing facilities for the Public Works Department and the West Haven Special Service District (WHSSD or District) are inadequate and fail to meet the functional standards for adequate office, equipment, and supplies storage space, as well as fabrication space, for current operations. Currently, the Public Works and Parks Departments borrow storage space from the Taylor West Weber Water District for equipment storage, and the City rents a storage space to store City belongings. Due to a lack of storage space, the WHSSD has been unable to purchase the necessary equipment for its operation.



Temporary work stations and storage in the existing Public Works and Parks Departments.

The District entered into a contract with the property owner to purchase the property. Before closing on the property, the City and District entered into an Interlocal Agreement, under which the City would purchase 50% of the property and pay 50% of the purchase price.

Increase budget by \$1,515,000. The revenue of \$1,520,000 to match this increased expense will come from 13-3999 Use (Contribution) of Fund Balance.

13-6085 Roads- Other. Decreased based on not making as much progress on WACOG grant-funded projects in FY 2025. Decrease by (\$3,500,000).

13-6081 Road Impact Fees- 3300 South. West Haven City received a very late retainage request from Marriott Construction for the 3300 South Phase 2 project, which was submitted for the Utility Phase last year. This was attributed to the unfortunate passing of Randy Marriott, the principal owner. Even though the 3300 South Project had been closed, Brooke Stewart received approval to reopen this project to process the request.

Increase budget by \$55,500. The revenue of \$55,500 to match this increased expense will be generated from 13-3310 Federal/Local Grants.

### **13-63 Other Restricted (Transportation Sales Tax)**

13-6310 (Pedestrian Improvements on 5100 West- 1<sup>st</sup> Amendment to Interlocal with Hooper). On November 6, 2024, the City Council approved the 1st Amendment to the Interlocal Cooperation Agreement between West Haven City and Hooper City for improvements to 5100 West. Below is a summary of the pedestrian improvements attributed to the 1<sup>st</sup> Amendment to the Interlocal Cooperation Agreement. Since these improvements were not known during the FY 2025 budget process, they were not approved in the budget. The City will likely need to amend its budget to include these expenses. It is proposed that both cities share these expenses equally.

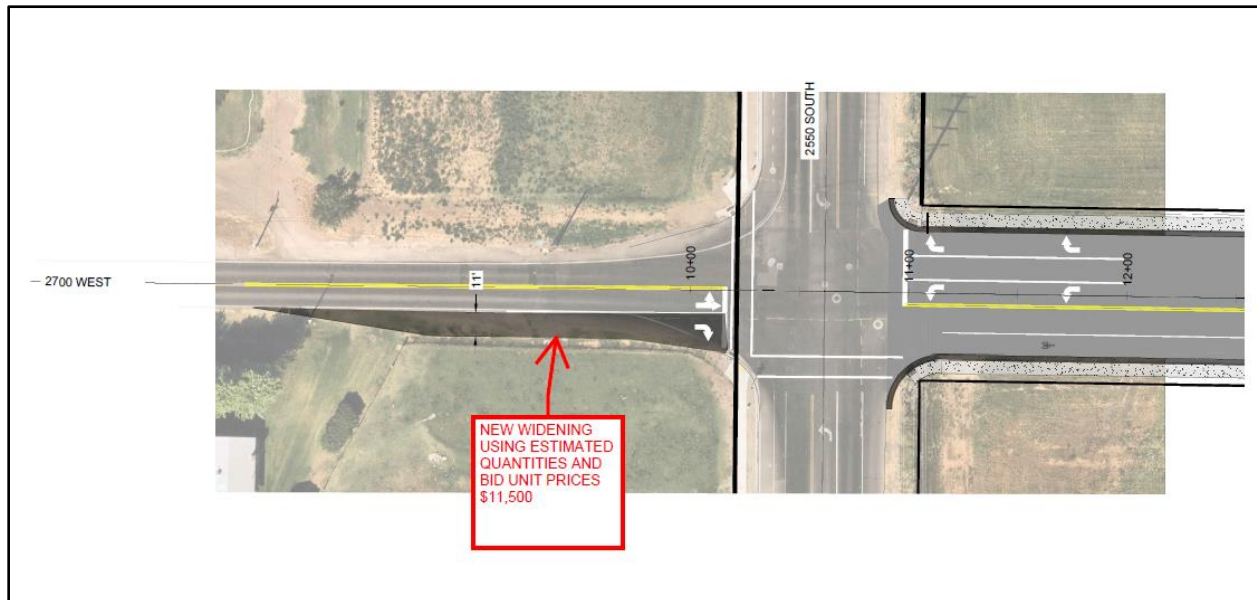
- Flashing Lights for School Zone. Hooper and West Haven have partnered to construct a crosswalk on 5100 West at the intersection of 3575 South. There is a crossing guard station located at this intersection. It is proposed that this crossing be designated a School Zone by installing school zone flashing lights and speed limit signs, which reduce the speed limit to 20 mph through the school zone. Additionally, crosswalk ahead signs will be installed on both sides of the road. The flashing school zone lights cost \$8,226.98.
- Pedestrian-activated Flashing Lights for the crosswalk at 5100 West and 3300 South. The Cities propose installing pedestrian-activated flashing lights at the intersection of 5100 West 3300 South. Specifically, lights would be installed at the east-west crossing of 5100 West and the north-south crossing of 3300 South. The cost of the pedestrian-activated crosswalk lights is \$7,728.48.

Increase budget by \$16,100. The revenue of \$16,100 to match this increased expense will come from 13-2945 Reserves Transp. Tax.

13-6310 2700 W Road Project (Turn Lane). A right-turn pocket was constructed on the south leg of 2700 West at the intersection of 2550 South. This is needed currently, as the right turn lane essentially includes no stacking, as a result vehicles that are queue at the stop sign to make a left or proceed straight to the Mt. View Jr High, are either waiting unnecessarily or driving on the shoulder of the road to get to the intersection to make a right turn. Councilperson Call noted the issue to John Wallace, Public Works Director, who reviewed the issue and also determined the need to create a longer right turn pocket. What is proposed is that Staker Parson, who was awarded the contract to construct 2700 West from 2550 North to Mt. View Junior High School, construct a turn pocket by excavating the shoulder and installing the sub-base, base, and

pavement. The pricing would be the same unit cost as the other work they are doing on 2700 West, north of 2550, and would total \$11,500. I anticipate that this \$11,500 is the lowest amount the City could expect to pay for this work, as the City has already bid out the work and received the lowest unit cost from Staker Parson, with no additional mobilization or other charges applied to the work. Due to the traffic using the shoulder as a turn lane, this improvement was necessary for the public's safety and to minimize ongoing maintenance of the gravel shoulder, used as a turn lane.

Increase budget by \$15,500. The revenue of \$15,500 to match this increased expense will come from 13-2945 Reserves Transp. Tax.



## 51- STORM DRAIN FUND

### **Revenue Accounts.**

51-3410 Storm Drain Utility Fees. This revenue line item was slightly overestimated. Decrease by (\$25,000).

51-3430 Grant Revenue. The City will not receive any grant revenue from the project in FY 2025 until the City meets its matching requirements. Decrease by (\$86,100).

51-3999 Use (Contribution) of Fund Balance. To balance the budget, the City needs to appropriate an additional \$761,100. Increase budget by \$761,100.

### **Expense Accounts.**

51-4457 Storm Water Projects- Capital. The timing of expenses associated with storm water projects is hard to estimate since these projects are awarded to a contractor to construct as part of a larger road project. Increasing the budget is primarily meant as a safeguard to ensure that the City does not over-expend any expendable account. Increase budget by \$650,000.

# Weber County Local Transportation Funds Reimbursement Request Form

Date:

1/24/2025

Total Amount Requested for Reimbursement:

\$ 55,326.18

*(complete table below with itemized detail)*

Make Checks Payable To:

*(name and address)*

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

Entity Name:

West Haven City

Project Name:

3300 South Phase 2

Reimbursement Request Funding Source:

Sales Tax Funds

Authorized Official:

Authorized Contact Signature:

## Reimbursement Request Detail:

	Invoice Date	Invoice / Parcel #	Payee	Amount
1	12/31/2024	2515	Marriott Construction	\$ 55,326.18
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

*(attach complete acquisition packet(s) and/or invoice(s) with proof of payment)*

Total \$ 55,326.18

Randy Marriott Construction  
4960 W 2200 N  
Ogden, UT 84404  
Phone: (801) 731-7252  
Fax: (801) 731-1008

**INVOICE**

**INVOICE NO**  
2515

SOLD TO WEST HAVEN CITY  
4150 S 3900 W  
WEST HAVEN, UT 84401

SHIP TO 3300 S UTILITY IMP PROJECT

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
WES020				Net 30	12/31/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Retention	55,326.18	55,326.18*

\* means item is non-taxable

**TOTAL AMOUNT 55,326.18**



Randy Marriott Construction  
4960 W 2200 N  
Ogden, UT 84404  
Phone: (801) 731-7252  
Fax: (801) 731-1008

**INVOICE**

INVOICE NO  
2515

SOLD TO WEST HAVEN CITY  
4150 S 3900 W  
WEST HAVEN, UT 84401



SHIP TO 3300 S UTILITY IMP PROJECT

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
WES020				Net 30	12/31/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Retention	55,326.18	55,326.18*

\* means item is non-taxable

**TOTAL AMOUNT 55,326.18**

PAYMENT ADVICE  
Signature:   
Signature: 

136081

## **ORDINANCE NO. 04-2025**

### **AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY'S 2024-2025 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY'S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE.**

#### **SECTION I. RECITALS**

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

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

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

WHEREAS, the City finds that certain exigencies of city governmental operations require that amendments be made to the current city budget and related documents including but not limited to accommodating an increase in various revenues and expenditures of the City; and,

WHEREAS, UC §10-6-119 provides authority for amending the City's budget as necessary; now,

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN THAT THE WEST HAVEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2024-2025 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:**

#### **SECTION II. CHANGES TO BUDGET**

Those changes set out in **Attachment "A"** of the 4<sup>th</sup> day of June, 2025, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various city departments and funds represented, ought to be, and the same are, amended, re-adopted, and enacted as amendments to the fiscal year 2024-2025 Budget for West Haven City.

The foregoing recitals are fully incorporated herein.

#### **SECTION III. PRIOR ORDINANCES AND RESOLUTIONS**

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

**SECTION IV. REPEALER OF CONFLICTING ENACTMENTS**

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

**SECTION V. 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 have the effect of rendering 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 VI. DATE OF EFFECT**

BE IT FURTHER ORDAINED this Ordinance shall become effective on the 4th day of June 2025, and after publication or posting as required by law.

DATED this 4th day of June 2025.

WEST HAVEN, a municipal corporation

by: \_\_\_\_\_  
Mayor Rob Vanderwood

Attested and recorded.

\_\_\_\_\_  
Emily Green  
City Recorder

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

**RECORDER'S CERTIFICATION**

STATE OF UTAH     )  
                              : ss.  
County of Weber     )

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. 04-2025**, entitled **“AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY’S 2024-2025 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY’S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE”** adopted and passed by the City Council of West Haven, Utah, at a City Council meeting thereof on June 4, 2025 which appears of record in my office, with the date of posting or publication being June 4, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 4<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Emily Green  
City Recorder

(city seal)

# **ATTACHMENT “A”**

## **ORDINANCE NO. 04-2025**

**An Ordinance of the City Council of West Haven City, Utah, Amending the City’s 2024-2025 Budget by Making Certain Changes to Various of the City’s Funds; Accounting for Revenue and Expenditure Changes; and Establishing an Effective Date**

DRAFT



**WEST HAVEN CITY**  
**FY25 BUDGET AMENDMENTS**  
**JUNE 4, 2025**

**GENERAL FUND**

<b>Revenues:</b>				<b>Ending Account Budget</b>
		<b>Increase</b>	<b>Decrease</b>	
Sales and Use Tax	10-3130		\$ (175,800)	6,100,000
Ramp Grants	10-3347	55,000		55,000
Charges for Services	10-3476	1,000		2,000
Use of Fund Balance	10-3699	1,829,738		2,423,148
		<u>\$ 1,885,738</u>	<u>\$ (175,800)</u>	<u>\$ 8,580,148</u>

<b>Expenses:</b>				<b>Ending Account Budget</b>
		<b>Increase</b>	<b>Decrease</b>	
Police Department	10-4210	40,000		2,053,800
Planning Committee	10-4465	10,000		52,300
Arts Council	10-4664	2,000		8,000
Outdoor Recreation	10-4747	1,000		6,600
Janitor Wages	10-5211	8,000		36,300
Contributions to Misc. Units	10-6915	5,500		5,500
Transfer to Capital Projects	10-7300	1,643,438		2,425,000
		<u>\$ 1,709,938</u>	<u>\$ -</u>	<u>\$ 4,587,500</u>

**CAPITAL PROJECTS FUND**

<b>Revenues:</b>				<b>Ending Account Budget</b>
		<b>Increase</b>	<b>Decrease</b>	
Federal/Local Grants	13-3310		(5,567,600)	1,100,000
Dev Contributions-Fee in Lieu	13-3620	66,800		66,800
General Fund Transfer	13-3910	1,643,438		2,425,000
Use of Fund Balance	13-3999	1,962,862		3,917,400
		<u>\$ 3,673,100</u>	<u>\$ (5,567,600)</u>	<u>\$ 7,509,200</u>

<b>Expenses:</b>				<b>Ending Account Budget</b>
		<b>Increase</b>	<b>Decrease</b>	
Non-dept CP - Unrestricted	13-5033	1,520,000		1,520,000
Roads - Other	13-6085		(3,500,000)	3,147,300
Road Impact Fees - 3300 S	13-6081	55,500		55,500
Transportation Sales Tax	13-6310	30,000		1,178,000
		<u>\$ 1,605,500</u>	<u>\$ (3,500,000)</u>	<u>\$ 5,900,800</u>

**WEST HAVEN CITY**  
**FY25 BUDGET AMENDMENTS**  
**JUNE 4, 2025**

**STORM DRAIN FUND**

**Revenues:**

		<b>Increase</b>	<b>Decrease</b>	<b>Ending Account Budget</b>
Storm Drain Utility Fees	51-3410		(25,000)	282,600
Grant Revenue	51-3430		(86,100)	-
Use of Fund Balance	51-3999	761,100		1,398,200
		<u>\$ 761,100</u>	<u>\$ (111,100)</u>	<u>\$ 1,680,800</u>

**Expenses:**

		<b>Increase</b>	<b>Decrease</b>	<b>Ending Account Budget</b>
Storm Water Projects - Capital	51-4457	650,000		1,103,300
		<u>\$ 650,000</u>	<u>\$ -</u>	<u>\$ 1,103,300</u>

CITY OF WEST HAVEN  
GENERAL FUND

FY2025 PROPOSED AMENDMENTS

		FY25	ORIGINAL	ORIGINAL	PROPOSED	AMENDED	AMENDED
		ESTIMATES	FY25 BUDGET	(UNDER)/ OVER BUDGET	AMENDMENT	FY25 BUDGET	(UNDER)/ OVER BUDGET
<b>REVENUES</b>							
TAX							
10-3130	SALES AND USE TAX	6,188,352	6,275,800	(87,448)	(175,800)	6,100,000	
10-3140	FRANCHISE TAX	103,110	108,000	(4,890)		108,000	
10-3191	TELECOMMUNICATIONS TAX	49,167	55,000	(5,833)		55,000	
10-3192	MUNICIPALITY GRANT	16,739	16,700	39		16,700	
10-3193	ROOM TAX	72,184	72,500	(316)		72,500	
<b>TOTAL TAX</b>		<b>6,429,552</b>	<b>6,528,000</b>	<b>(98,448)</b>	<b>(175,800)</b>	<b>6,352,200</b>	<b>77,352</b>
LICENSE AND PERMITS							
10-3200	LICENSES AND PERMITS	-	-	-		-	
10-3210	BUSINESS LICENSES	125,000	123,000	2,000		123,000	
10-3220	MISCELLANEOUS BUILDING PERMIT FEES	243,455	108,800	134,655		108,800	
10-3225	MISCELLANEOUS DEVELOPMENT FEES	53,370	20,000	33,370		20,000	
10-3221	BUILDING PERMITS	894,891	509,900	384,991		509,900	
<b>TOTAL LICENSE AND PERMITS</b>		<b>1,316,716</b>	<b>761,700</b>	<b>555,016</b>	<b>-</b>	<b>761,700</b>	<b>555,016</b>
INTERGOVERNMENTAL REVENUES							
10-3335	ARPA FUNDING	-	-	-		-	
10-3341	UDOT/WASATCH FRONT	-	-	-		-	
10-3345	LOCAL GRANTS	59,014	-	59,014		-	
10-3347	RAMP GRANTS	-	-	-	55,000	55,000	
<b>TOTAL INTERGOVERNMENTAL REVENUES</b>		<b>59,014</b>	<b>-</b>	<b>59,014</b>	<b>55,000</b>	<b>55,000</b>	<b>4,014</b>
CHARGES FOR SERVICES							
10-3410	ADMINISTRATIVE SERVICES WHSSD	588,501	611,102	(22,600)		611,102	
10-3415	ADMINISTRATIVE SERVICES STORM WATER	-	-	-		-	
10-3471	HERITAGE DAYS	55,000	55,000	-		55,000	
10-3472	PARK RENTAL FEES	7,487	7,000	487		7,000	
10-3473	FALL RODEO	-	-	-		-	
10-3474	RECREATION CONCESSIONS AND SAL	600	1,500	(900)		1,500	
10-3475	RECREATION FEES	135,199	131,500	3,699		131,500	
10-3476	DONATIONS	2,944	1,000	1,944	1,000	2,000	
10-3477	RECREATION FEE WAIVERS	-	(500)	500		(500)	
10-3479	BARN COMMUNITY CENTER RENTAL	76,904	-	76,904		-	
10-3480	COMMUNITY ROOM RENTAL	7,173	5,000	2,173		5,000	
10-3485	SANITATION SERVICES	837,418	776,300	61,118		776,300	
<b>TOTAL CHARGES FOR SERVICES</b>		<b>1,711,226</b>	<b>1,587,902</b>	<b>123,324</b>	<b>1,000</b>	<b>1,588,902</b>	<b>122,324</b>
MISCELLANEOUS REVENUES							
10-3605	FINES AND FORFEITURES	154,429	160,000	(5,571)		160,000	
10-3610	INTEREST EARNINGS	175,076	133,500	41,576		133,500	
10-3640	SALE OF FIXED ASSETS	1,636	-	1,636		-	
10-3650	MISCELLANEOUS REVENUES	47,393	20,000	27,393		20,000	
10-3660	OTHER FINANCING SOURCE	-	-	-		-	
10-3699	USE (CONTRIBUTION) OF FUND BAL		593,410		1,829,738	2,423,148	
<b>TOTAL MISCELLANEOUS REVENUES</b>		<b>378,534</b>	<b>906,910</b>	<b>65,034</b>	<b>1,829,738</b>	<b>2,736,648</b>	<b>(2,358,114)</b>
<b>TOTAL FUND REVENUE</b>		<b>9,895,041</b>	<b>9,784,512</b>	<b>703,940</b>	<b>1,709,938</b>	<b>11,494,450</b>	<b>(1,599,408)</b>

**CITY OF WEST HAVEN  
GENERAL FUND**

**FY2025 PROPOSED AMENDMENTS**

		<b>FY25 ESTIMATES</b>	<b>ORIGINAL FY25 BUDGET</b>	<b>ORIGINAL (UNDER)/ OVER BUDGET</b>	<b>PROPOSED AMENDMENT</b>	<b>AMENDED FY25 BUDGET</b>	<b>AMENDED (UNDER)/ OVER BUDGET</b>
<b>EXPENSES</b>							
LEGISLATIVE							
10-4111	SALARIES AND WAGES	91,015	102,100	(11,085)		102,100	
10-4113	SOCIAL SECURITY	6,963	7,700	(737)		7,700	
10-4114	EMPLOYEE BENEFITS	15,774	15,800	(26)		15,800	
10-4115	CITY COUNCIL TRAINING AND TRAV	5,760	11,500	(5,740)		11,500	
10-4116	CITY COUNCIL PROJECTS	9,851	42,000	(32,149)		42,000	
10-4123	CLOTHING ALLOWANCE	-	450	(450)		450	
10-4137	ELECTIONS	-	-	-		-	
10-4143	YOUTH COUNCIL	731	5,400	(4,669)		5,400	
<b>TOTAL LEGISLATIVE</b>		<b>130,094</b>	<b>184,950</b>	<b>(54,856)</b>	<b>-</b>	<b>184,950</b>	<b>(54,856)</b>
PUBLIC SAFETY							
10-4210	POLICE DEPARTMENT	2,047,970	2,013,800	34,170	40,000	2,053,800	
10-4211	CROSSING GUARDS	39,351	45,000	(5,649)		45,000	
10-4213	CROSSING GUARDS TAXES	3,010	3,400	(390)		3,400	
10-4241	EMERGENCY MANAGEMENT	3,764	30,500	(26,736)		30,500	
10-4253	ANIMAL CONTROL	118,612	118,700	(88)		118,700	
<b>TOTAL PUBLIC SAFETY</b>		<b>2,212,707</b>	<b>2,211,400</b>	<b>1,307</b>	<b>40,000</b>	<b>2,251,400</b>	<b>(38,693)</b>
ADMINISTRATIVE							
10-4311	SALARIES AND WAGES	456,086	520,400	(64,314)		520,400	
10-4312	SALARIES AND WAGES - RECORDER	-	-	-		-	
10-4313	SOCIAL SECURITY	34,664	40,600	(5,936)		40,600	
10-4314	EMPLOYEE BENEFITS	173,233	164,000	9,233		164,000	
10-4315	SOCIAL SECURITY - RECORDER & O	-	-	-		-	
10-4316	EMPLOYEE BENEFITS - RECORDER &	-	-	-		-	
10-4317	TRAINING/TRAVEL	5,491	9,100	(3,609)		9,100	
10-4324	OFFICE SUPPLIES	20,609	24,000	(3,391)		24,000	
10-4325	FURNITURE AND FIXTURES	52,126	49,000	3,126		49,000	
10-4330	AUDIT	14,000	14,500	(500)		14,500	
10-4332	ATTORNEY	187,606	217,000	(29,394)		217,000	
10-4333	OUTSIDE SERVICES	-	-	-		-	
10-4334	ECONOMIC DEVELOPMENT	12,371	52,500	(40,129)		52,500	
10-4335	TREASURER	57,273	75,000	(17,727)		75,000	
10-4363	TRAINING & TRAVEL	-	-	-		-	
10-4390	EDUCATION - COMMUNITY PROMOTIO	4,728	4,500	228		4,500	
<b>TOTAL ADMINISTRATIVE</b>		<b>1,018,188</b>	<b>1,170,600</b>	<b>(152,412)</b>	<b>-</b>	<b>1,170,600</b>	<b>(152,412)</b>
PLANNING AND ZONING							
10-4423	CLOTHING ALLOWANCE	-	-	-		-	
10-4465	PLANNING COMMITTEE	45,680	42,300	3,380	10,000	52,300	
10-4466	PLANNING COM. SOCIAL SECURITY	2,923	3,200	(277)		3,200	
10-4467	TRAINING AND TRAVEL	-	1,000	(1,000)		1,000	
<b>TOTAL PLANNING AND ZONING</b>		<b>48,603</b>	<b>46,500</b>	<b>2,103</b>	<b>10,000</b>	<b>56,500</b>	<b>(7,897)</b>
PARKS							
10-4511	PARKS SALARIES AND WAGES	368,114	426,500	(58,386)		426,500	
10-4512	PARKS SEASONAL WAGES	9,264	39,300	(30,036)		39,300	
10-4513	PARKS SOCIAL SECURITY	28,879	32,200	(3,321)		32,200	
10-4514	EMPLOYEE BENEFITS	163,260	196,500	(33,240)		196,500	
10-4515	PROFESSIONAL SERVICES	24,436	48,000	(23,564)		48,000	
10-4516	TRAINING AND TRAVEL	4,261	3,700	561		3,700	
10-4540	MATERIALS AND SUPPLIES	161,420	198,200	(36,780)		198,200	
10-4541	MAINTENANCE	46,898	47,200	(302)		47,200	
10-4542	CEMETERY EXPENSE	-	-	-		-	
10-4543	ASPHALT MAINTENANCE PROJECTS	-	-	-		-	
10-4575	PARKS- CAPITAL OUTLAY	-	-	-		-	
10-4577	RIVERBANK RESTORATION	-	-	-		-	
10-4579	ENGINEERING	13,537	17,500	(3,963)		17,500	
<b>TOTAL PARKS</b>		<b>820,070</b>	<b>1,009,100</b>	<b>(189,030)</b>	<b>-</b>	<b>1,009,100</b>	<b>(189,030)</b>

**CITY OF WEST HAVEN  
GENERAL FUND**

**FY2025 PROPOSED AMENDMENTS**

		<b>FY25 ESTIMATES</b>	<b>ORIGINAL FY25 BUDGET</b>	<b>ORIGINAL (UNDER)/ OVER BUDGET</b>	<b>PROPOSED AMENDMENT</b>	<b>AMENDED FY25 BUDGET</b>	<b>AMENDED (UNDER)/ OVER BUDGET</b>
<b>PARKS &amp; SPECIAL EVENTS</b>							
10-4620	HEART OF THE HOLIDAYS/LIGHTING	7,707	12,500	(4,793)		12,500	
10-4621	WEST HAVEN DAYS	113,000	113,000	-		113,000	
10-4622	FALL RODEO	-	-	-		-	
10-4623	ARBOR DAY	4,725	5,000	(275)		5,000	
10-4625	SENIOR ACTIVITIES	175	3,000	(2,825)		3,000	
10-4626	OTHER EVENTS	8,710	8,500	210		8,500	
10-4627	COMMUNITY COMMITTEES	54	6,000	(5,946)		6,000	
10-4664	ARTS COUNCIL	8,208	6,000	2,208	2,000	8,000	
<b>TOTAL PARKS &amp; SPECIAL EVENTS</b>		<b>142,579</b>	<b>154,000</b>	<b>(11,421)</b>	<b>2,000</b>	<b>156,000</b>	<b>(13,421)</b>
<b>RECREATION</b>							
10-4711	SALARIES AND WAGES	147,919	161,000	(13,081)		161,000	
10-4712	SEASONAL WAGES	41,071	93,000	(51,929)		93,000	
10-4713	SOCIAL SECURITY	11,593	12,300	(707)		12,300	
10-4714	EMPLOYEE BENEFITS	75,275	74,700	575		74,700	
10-4715	OFFICIALS BUDGET	31,855	57,300	(25,445)		57,300	
10-4716	PROFESSIONAL SERVICES	-	5,000	(5,000)		5,000	
10-4717	TRAINING AND TRAVEL	3,446	5,400	(1,954)		5,400	
10-4718	SEASONAL TAXES	3,012	6,000	(2,988)		6,000	
10-4740	MATERIALS AND SUPPLIES	-	-	-		-	
10-4741	CONCESSIONS	-	-	-		-	
10-4742	ADULT VOLLEYBALL	459	4,100	(3,641)		4,100	
10-4743	BASEBALL MATERIALS	16,672	27,500	(10,828)		27,500	
10-4744	BASKETBALL	25,936	34,400	(8,464)		34,400	
10-4745	FOOTBALL	10,430	40,000	(29,570)		40,000	
10-4746	FLAG FOOTBALL	13,097	13,500	(403)		13,500	
10-4747	OUTDOOR RECREATION	6,182	5,600	582	1,000	6,600	
10-4748	WEBSITE	8,488	11,300	(2,812)		11,300	
10-4749	HOCKEY	-	-	-		-	
10-4770	RAMP & MUNICIPALITY GRANT	16,700	16,700	-		16,700	
<b>TOTAL RECREATION</b>		<b>412,135</b>	<b>567,800</b>	<b>(155,665)</b>	<b>1,000</b>	<b>568,800</b>	<b>(156,665)</b>
<b>COMMUNITY DEVELOPMENT</b>							
10-4811	COMMUNITY DEVELOPMENT WAGES	297,731	445,800	(148,069)		445,800	
10-4812	COMMUNITY DEVELOPMENT ENGINEER	37,070	70,000	(32,930)		70,000	
10-4813	COMMUNITY DEVELOPMENT TAXES	22,777	33,500	(10,723)		33,500	
10-4814	COMMUNITY DEVELOPMENT BENEFITS	159,962	228,300	(68,338)		228,300	
10-4815	MEMBERSHIPS	1,139	1,300	(161)		1,300	
10-4821	PROFESSIONAL SERVICES	94,781	130,000	(35,219)		130,000	
10-4824	SUPPLIES	786	4,300	(3,514)		4,300	
10-4863	TRAINING & TRAVEL	8,607	15,000	(6,393)		15,000	
<b>TOTAL COMMUNITY DEVELOPMENT</b>		<b>622,851</b>	<b>928,200</b>	<b>(305,349)</b>	<b>-</b>	<b>928,200</b>	<b>(305,349)</b>
<b>NONDEPARTMENTAL</b>							
10-5115	MEMBERSHIPS	17,903	15,000	2,903		15,000	
10-5135	WORKMENS COMPENSATION FUND	10,383	18,000	(7,617)		18,000	
10-5145	TELEPHONE	36,308	46,000	(9,692)		46,000	
10-5150	INSURANCE	60,131	60,500	(369)		60,500	
10-5151	VEHICLE MAINTENANCE	41,689	31,000	10,689		31,000	
10-5152	FUEL	22,004	50,000	(27,996)		50,000	
10-5155	COMPUTER EQUIPMENT & SOFTWARE	71,911	159,000	(87,089)		159,000	
10-5161	NON-DEPARTMENTAL OTHER	56,216	22,800	33,416		22,800	
10-5164	BAD DEBT EXPENSE	14,196	15,000	(804)		15,000	
10-5170	MAINTENANCE	44,653	76,000	(31,347)		76,000	
10-5175	UTILITIES	55,016	66,000	(10,984)		66,000	
10-5176	CAPITAL OUTLAY	-	-	-		-	
<b>TOTAL NONDEPARTMENTAL</b>		<b>430,409</b>	<b>559,300</b>	<b>(128,891)</b>	<b>-</b>	<b>559,300</b>	<b>(128,891)</b>



CITY OF WEST HAVEN  
GENERAL FUND

FY2025 PROPOSED AMENDMENTS

		FY25 ESTIMATES	ORIGINAL FY25 BUDGET	ORIGINAL (UNDER)/ OVER BUDGET	PROPOSED AMENDMENT	AMENDED FY25 BUDGET	AMENDED (UNDER)/ OVER BUDGET
GENERAL GOVERNMENT BUILDINGS							
10-5211	JANITOR WAGES	28,680	28,300	380	8,000	36,300	
10-5213	JANITOR TAXES	2,194	2,200	(6)		2,200	
10-5220	MAINTENANCE						
10-5225	FURNITURE & FIXTURES						
10-5230	PROFESSIONAL SERVICES (CLEANING)						
<b>TOTAL GENERAL GOVERNMENT BUILDINGS</b>		<b>30,874</b>	<b>30,500</b>	<b>374</b>	<b>8,000</b>	<b>38,500</b>	<b>(7,626)</b>
PUBLIC WORKS							
10-6011	SALARIES AND WAGES	217,246	287,400	(70,154)		287,400	
10-6013	SOCIAL SECURITY	16,619	21,500	(4,881)		21,500	
10-6014	EMPLOYEE BENEFITS	120,192	148,000	(27,808)		148,000	
10-6030	ENGINEERING	32,286	40,000	(7,714)		40,000	
10-6032	EMERGENCY PROJECTS	-	10,000	(10,000)		10,000	
10-6033	SIGNS HARDWARE POSTS	11,049	22,000	(10,951)		22,000	
10-6034	MATERIALS AND IMPROVEMENTS	1,528	20,000	(18,472)		20,000	
10-6035	STREET LIGHTING	40,914	31,250	9,664		31,250	
10-6037	SANITATION SERVICES	780,000	822,900	(42,900)		822,900	
10-6038	STREET LIGHTING - INSTALLATION	54,654	93,750	(39,096)		93,750	
10-6040	SERVICES	17,664	18,000	(336)		18,000	
10-6042	TRAINING AND TRAVEL	3,297	3,500	(203)		3,500	
10-6043	SUPPLIES	22,369	22,500	(131)		22,500	
10-6050	VEHICLE MAINTENANCE	-	20,000	(20,000)		20,000	
10-6051	FUEL	-	-	-		-	
10-6052	EQUIPMENT RENTAL	6,014	8,000	(1,986)		8,000	
10-6060	CELL PHONES	-	-	-		-	
10-6065	DRUG TESTING	-	1,500	(1,500)		1,500	
10-6075	CAPITAL OUTLAY- EQUIPMENT	-	-	-		-	
10-6091	SAFE SIDEWALK	-	-	-		-	
<b>TOTAL PUBLIC WORKS</b>		<b>1,323,834</b>	<b>1,570,300</b>	<b>(246,466)</b>	<b>-</b>	<b>1,570,300</b>	<b>(246,466)</b>
SEWER							
10-6111	SEWER WAGES AND BENEFITS	288,908	337,800	(48,892)	-	337,800	
10-6113	SEWER TAXES	21,701	25,600	(3,899)	-	25,600	
10-6114	SEWER BENEFITS	169,402	183,400	(13,998)	-	183,400	
<b>TOTAL SEWER</b>		<b>480,011</b>	<b>546,800</b>	<b>(66,789)</b>	<b>-</b>	<b>546,800</b>	<b>(66,789)</b>
CONTRIBUTION TO OTHER UNITS							
10-6905	CONTRIBUTIONS TO UTOPIA	-	-	-	-	-	
10-6910	CONTRIBUTION/REIMB FOR HUNTER DRIVE	-	-	-	-	-	
10-6915	CONTRIBUTIONS TO MISC. UNITS	-	-	-	5,500	5,500	
<b>TOTAL CONTRIBUTION TO OTHER UNITS</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>5,500</b>	<b>5,500</b>	<b>(5,500)</b>
DEBT SERVICE							
10-7110	DEBT SERVICE PRINCIPAL	13,000	22,000	(9,000)		22,000	
10-7120	DEBT SERVICE INTEREST	2,500	1,500	1,000		1,500	
<b>TOTAL DEBT SERVICE</b>		<b>15,500</b>	<b>23,500</b>	<b>(8,000)</b>	<b>-</b>	<b>23,500</b>	<b>(8,000)</b>
OTHER FUNDS							
10-7250	OTHER	(20,415)	-	(20,415)		-	
10-7300	TRANSFER TO CAPITAL PROJECTS	2,425,000	781,562	1,643,438	1,643,438	2,425,000	
10-7320	TRANSFER TO OTHER FUNDS	-	-	-		-	
10-7260	CONTRIBUTION TO FUND BALANCE	-	-	-		-	
<b>TOTAL OTHER FUNDS</b>		<b>2,404,585</b>	<b>781,562</b>	<b>1,623,023</b>	<b>1,643,438</b>	<b>2,425,000</b>	<b>(20,415)</b>
<b>TOTAL FUND EXPENDITURES</b>		<b>10,092,440</b>	<b>9,784,512</b>	<b>307,928</b>	<b>1,709,938</b>	<b>11,494,450</b>	<b>(1,396,510)</b>
<b>NET REVENUE OVER EXPENDITURES</b>		<b>(197,399)</b>	<b>(0)</b>	<b>396,011</b>	<b>-</b>	<b>(0)</b>	<b>(202,899)</b>

CITY OF WEST HAVEN  
CAPITAL PROJECTS FUND

FY2025 PROPOSED AMENDMENTS

		FY25 ESTIMATES	ORIGINAL FY25 BUDGET	(UNDER)/ OVER BUDGET	PROPOSED AMENDMENT	AMENDED FY25 BUDGET	AMENDED (UNDER)/ OVER BUDGET
<b>REVENUES</b>							
13-3310	FEDERAL/LOCAL GRANTS	1,154,222	6,667,600	(5,513,378)	(5,567,600)	1,100,000	
13-3335	ARPA FUNDING	-	-	-	-	-	
<b>TOTAL SOURCE 33</b>		<b>1,154,222</b>	<b>6,667,600</b>	<b>(5,513,378)</b>	<b>(5,567,600)</b>	<b>1,100,000</b>	<b>54,222</b>
<b>RESTRICTED REVENUES</b>							
13-3430	ROAD IMPACT FEES	1,031,864	460,500	571,364		460,500	
13-3435	ROAD IMPACT FEES - GREEN FARMS	134,518	24,300	110,218		24,300	
13-3456	CLASS C ROAD ALLOTMENT	1,195,881	1,177,800	18,081		1,177,800	
13-3457	TRANSPORTATION SALES TAX	600,884	626,500	(25,616)		626,500	
13-3470	PARK IMPACT FEES	601,411	454,400	147,011		454,400	
13-3473	PARK IMPACT FEES - GREEN FARMS	84,578	34,200	50,378		34,200	
<b>TOTAL RESTRICTED REVENUES</b>		<b>3,649,135</b>	<b>2,777,700</b>	<b>871,435</b>	<b>-</b>	<b>2,777,700</b>	<b>871,435</b>
<b>MISCELLANEOUS REVENUES</b>							
13-3610	INTEREST EARNINGS	933,888	889,500	44,388		889,500	
13-3620	DEV CONTRIBUTIONS-FEE IN LIEU	72,873	-	72,873	66,800	66,800	
13-3625	OTHER FINANCING SOURCE	-	-	-		-	
13-3640	SALE OF FIXED ASSETS	50,000	50,000	-		50,000	
<b>TOTAL MISCELLANEOUS REVENUES</b>		<b>1,056,761</b>	<b>939,500</b>	<b>117,261</b>	<b>66,800</b>	<b>1,006,300</b>	<b>50,461</b>
<b>FUND BALANCE AND TRANSFER</b>							
13-3910	GENERAL FUND TRANSFER	2,425,000	781,562	1,643,438	1,643,438	2,425,000	
13-3999	USE (CONTRIBUTION) OF FUND BALANC		1,954,538		1,962,862	3,917,400	
<b>TOTAL FUND BALANCE AND TRANSFER</b>		<b>2,425,000</b>	<b>2,736,100</b>	<b>1,643,438</b>	<b>3,606,300</b>	<b>6,342,400</b>	<b>-</b>
<b>TOTAL FUND REVENUE</b>		<b>8,285,118</b>	<b>13,120,900</b>	<b>(2,881,244)</b>	<b>(1,894,500)</b>	<b>11,226,400</b>	<b>(2,941,282)</b>
<b>EXPENSES</b>							
<b>PARKS CAPITAL PROJECTS</b>							
13-4515	PARKS CP - EQUIPMENT	277,269	267,000	10,269		267,000	
13-4530	PARKS CP - IMPACT FEES	821,018	687,000	134,018		687,000	
13-4531	PARKS CP - ARPA	-	-	-		-	
13-4532	PARKS CP - GF IMPACT FEES	586,110	531,000	55,110		531,000	
13-4533	PARKS CP - UNRESTRICTED	-	-	-		-	
13-4534	PARKS CP - GRANTS	-	-	-		-	
13-4535	PARKS CAPITAL OUTLAY	477,000	1,091,700	(614,700)		1,091,700	
13-4550	PARKS - OTHER	-	-	-		-	
<b>TOTAL PARKS</b>		<b>2,161,397</b>	<b>2,576,700</b>	<b>(415,303)</b>	<b>-</b>	<b>2,576,700</b>	<b>(415,303)</b>
<b>NONDEPARTMENTAL CAPITAL PROJECTS</b>							
13-5033	NONDEPT CP - UNRESTRICTED	1,520,000	-	1,520,000	1,520,000	1,520,000	
13-5034	NONDEPT CP - GRANTS	-	-	-		-	
13-5015	NONDEPT CP - EQUIPMENT	-	-	-		-	
<b>TOTAL PARKS</b>		<b>1,520,000</b>	<b>-</b>	<b>1,520,000</b>	<b>1,520,000</b>	<b>1,520,000</b>	<b>-</b>
<b>ROADS CAPITAL PROJECTS</b>							
13-6080	ROADS CP - IMPACT FEES	15,000	327,700	(312,700)		327,700	
13-6082	ROADS CP - GF IMPACT FEES	-	-	-		-	
13-6086	ROADS CP - TRANSPORTATION TAX	-	-	-		-	
13-6087	ROADS CP - UNRESTRICTED	-	-	-		-	
13-6088	ROADS CP - GRANTS	-	-	-		-	
13-6085	ROADS - OTHER	831,500	6,647,300	(5,815,800)	(3,500,000)	3,147,300	
13-6081	ROAD IMPACT FEES - 3300 S	55,326	-	55,326	55,500	55,500	
13-6083	2700 W ROAD PROJECT	1,700,000	1,441,200	258,800		1,441,200	
<b>TOTAL ROADS</b>		<b>2,601,826</b>	<b>8,416,200</b>	<b>(5,814,374)</b>	<b>(3,444,500)</b>	<b>4,971,700</b>	<b>(2,369,874)</b>
<b>CLASS C ROADS</b>							
13-6255	CRACKSEAL	159,047	150,000	9,047		150,000	
13-6260	Asphalt Surface Treatment (SLURRY SEA	177,264	126,000	51,264		126,000	
13-6265	ROAD STRIPING	52,525	60,000	(7,475)		60,000	
13-6270	SALT	10,692	50,000	(39,308)		50,000	
13-6275	CHIP SEAL	12,907	239,000	(226,093)		239,000	
13-6280	ASHPALT PATCH & OVERLAY	244,921	355,000	(110,079)		355,000	
<b>TOTAL CLASS C ROADS</b>		<b>657,356</b>	<b>980,000</b>	<b>(322,644)</b>	<b>-</b>	<b>980,000</b>	<b>(322,644)</b>

CITY OF WEST HAVEN  
CEMETERY FUND

FY2025 PROPOSED AMENDMENTS						
	FY25 ESTIMATES	ORIGINAL FY25 BUDGET	(UNDER)/ OVER BUDGET	PROPOSED AMENDMENT	AMENDED FY25 BUDGET	AMENDED (UNDER)/ OVER BUDGET
<b>REVENUES</b>						
CHARGES FOR SERVICES						
45-3477 CEMETERY PLOT SALES	61,527	25,000	36,527	-	25,000	-
45-3480 OPENING & CLOSING FEES	12,218	25,000	(12,782)		25,000	-
<b>TOTAL CHARGES FOR SERVICES</b>	<b>73,745</b>	<b>50,000</b>	<b>23,745</b>	<b>-</b>	<b>50,000</b>	<b>-</b>
MISCELLANEOUS REVENUES						
45-3610 INTEREST INCOME	23,946	22,200	1,746	-	22,200	-
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>23,946</b>	<b>22,200</b>	<b>1,746</b>	<b>-</b>	<b>22,200</b>	<b>1,746</b>
FUND BALANCE						
45-3999 USE OF FUND BALANCE	-					
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FUND REVENUE</b>	<b>97,691</b>	<b>72,200</b>	<b>25,491</b>	<b>-</b>	<b>72,200</b>	<b>1,746</b>
<b>EXPENSES</b>			-			
45-4460 INCREASE IN FUND BALANCE	-	72,200	(72,200)	-	72,200	
<b>TOTAL FUND EXPENDITURES</b>	<b>-</b>	<b>72,200</b>	<b>(72,200)</b>	<b>-</b>	<b>72,200</b>	<b>1,746</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>97,691</b>	<b>-</b>	<b>97,691</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF WEST HAVEN  
STORM WATER FUND

FY2025 PROPOSED AMENDMENTS

	FY25 ESTIMATES	ORIGINAL FY25 BUDGET	(UNDER)/ OVER BUDGET	PROPOSED AMENDMENT	AMENDED FY25 BUDGET	AMENDED (UNDER)/ OVER BUDGET
<b>OPERATING REVENUES</b>						
CHARGES FOR SERVICES						
51-3410 STORM DRAIN UTILITY FEES	292,475	307,600	(15,125)	(25,000)	282,600	
51-3420 STORM WATER INSPECTION FEE	982	4,800	(3,818)	-	4,800	
51-3430 GRANT REVENUE	-	86,100	(86,100)	(86,100)	-	
<b>TOTAL OPERATING REVENUES</b>	<b>293,457</b>	<b>398,500</b>	<b>(105,043)</b>	<b>(111,100)</b>	<b>287,400</b>	<b>6,057</b>
<b>OPERATING EXPENSES</b>						
OPERATION AND MAINTENANCE						
51-4411 SALARIES AND WAGES	71,221	88,200	(16,979)		88,200	
51-4413 SOCIAL SECURITY	5,448	6,600	(1,152)		6,600	
51-4414 EMPLOYEE BENEFITS	40,010	42,100	(2,090)		42,100	
51-4415 PENSION EXPENSE	-	-	-		-	
51-4450 STORM DRAIN MAINTENANCE	132,043	144,000	(11,957)		144,000	
51-4451 DEPRECIATION EXPENSE	336,523	312,200	24,323		312,200	
51-4454 MEMBERSHIPS	-	7,000	(7,000)		7,000	
51-4456 ENGINEERING	16,611	68,000	(51,389)		68,000	
51-4460 BAD DEBT EXPENSE	4,357	5,000	(643)		5,000	
51-4461 ADMIN SERVICES COST SHARE	-	-	-		-	
51-4462 PROFESSIONAL SERVICES	-	15,000	(15,000)		15,000	
51-4463 TRAINING & TRAVEL	1,022	3,000	(1,978)		3,000	
51-4464 SUPPLIES	-	2,500	(2,500)		2,500	
51-4465 STORM WATER PROJECTS - OTHER	27,046	254,800	(227,754)		254,800	
	<b>634,281</b>	<b>948,400</b>	<b>(314,119)</b>	<b>-</b>	<b>948,400</b>	<b>(314,119)</b>
STORM WATER CAPITAL PROJECTS						
51-4510 STORM CP - UNRESTRICTED	-	-	-		-	
51-4511 STORM - OTHER	-	-	-		-	
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>634,281</b>	<b>948,400</b>	<b>(314,119)</b>	<b>-</b>	<b>948,400</b>	<b>(314,119)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>(340,824)</b>	<b>(549,900)</b>	<b>209,076</b>	<b>(111,100)</b>	<b>(661,000)</b>	<b>320,176</b>
<b>NONOPERATING REVENUES</b>						
MISCELLANEOUS REVENUES						
51-3610 INTEREST EARNINGS	64,383	66,800	(2,417)	-	66,800	
51-3630 STORM WATER IMPACT FEES	197,606	123,600	74,006	-	123,600	
51-3631 STORM WATER IMPACT FEES - GF	12,850	6,500	6,350	-	6,500	
51-3650 CONTRIBUTED REVENUES	-	-	-	-	-	
51-3660 TRANSFER FROM OTHER FUNDS	-	-	-	-	-	
51-3670 GRANT REVENUE	910,284	453,300	456,984	-	453,300	
51-3999 USE (CONTRIBUTION) OF FUND BAL		637,100		761,100	1,398,200	
<b>TOTAL NONOPERATING REVENUES</b>	<b>1,185,123</b>	<b>1,287,300</b>	<b>534,923</b>	<b>761,100</b>	<b>2,048,400</b>	<b>(863,277)</b>
<b>NONOPERATING EXPENSES</b>						
STORM WATER CAPITAL PROJECTS						
51-5010 STORM CP - IMPACT FEES						
51-5011 STORM CP - GF IMPACT FEES						
51-5013 STORM CP - GRANTS						
51-4455 STORM WATER IMPACT FEES EXPENS	-	284,100	(284,100)		284,100	
51-4457 STORM WATER PROJECTS - CAPITAL	1,292,000	453,300	838,700	650,000	1,103,300	
<b>TOTAL NONOPERATING EXPENSES</b>	<b>1,292,000</b>	<b>737,400</b>	<b>554,600</b>	<b>650,000</b>	<b>1,387,400</b>	<b>(95,400)</b>
<b>NET NONOPERATING INCOME (LOSS)</b>	<b>(106,877)</b>	<b>549,900</b>	<b>(19,677)</b>	<b>111,100</b>	<b>661,000</b>	<b>(767,877)</b>
<b>TOTAL CHANGE IN NET POSITION</b>	<b>(447,701)</b>	<b>-</b>	<b>189,399</b>	<b>-</b>	<b>-</b>	<b>(447,701)</b>

## STAFF REPORT

TO: Mayor and City Council  
FROM: Shawn Warnke, City Manager  
DATE: June 4, 2025  
SUBJECT: Interlocal Agreement Between West Haven City and Roy City Regarding Financial Contributions to Support the Roy Senior Center

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**General Background.** In Weber County, there are five senior centers owned and operated by cities, which include Golden Hours (Ogden City), North View (North Ogden City), Roy, Riverdale, and Washington Terrace. To provide aging services, these five cities with senior centers have negotiated funding and received different amounts from Weber Human Services (WHS). WHS receives federal funds, matched by the State of Utah and Weber County, to provide aging services to Weber County residents. These funds are then passed on to the five senior centers for operational purposes.

Recently, the Weber Human Services Board, comprising County Commissioners and members of the public, decided that it was appropriate to reform the distribution of federal funds to city-owned and operated senior centers. Specifically, the Board wanted to establish a basis or rationale for funding these cities to help them operate their senior centers. The WHS Board has decided to provide an equal amount of funding (at least \$50,000) to five senior centers in the County, provided these facilities meet specific minimum criteria. If a location does not or cannot meet the criteria, it will not receive funding from WHS. In such cases, WHS will distribute any unused funds equally among the other centers that have met the criteria.

Weber Human Services reports that there are 45 registered patrons at the Roy City Senior Center and 19 at the Ogden City Senior Center who are residents of West Haven. Roy City Mayor Dandoy requested that Roy, West Haven, and Hooper equally share the reduction in funding (\$12,000) associated with WHS's decision to equalize funding for senior centers operating within the County. Mayor Dandoy has stated that Roy City is contributing \$80,000 to maintain the senior center and requesting that Roy, West Haven, and Hooper contribute \$4,000 annually, which equals the funding shortfall associated with WHS's decision to equalize funding for senior centers operating within the County.

In or around December 2024, the City Council conceptually agreed to participate in funding the shortfall Roy is experiencing, associated with the WHS reforming on allocating pass-through funding to operate the senior center based on an interlocal agreement being prepared that formalizes this arrangement.

What follows is a slightly edited email message from Matthew Andrews, Roy City Manager, that accompanied the draft interlocal agreement:

Roy City has received the interlocal agreement from Weber Human Services regarding funding Roy Hillside Senior Center. Initially, Roy anticipated that Weber Human Services (WHS) would enter into separate agreements with each participating city. However, WHS has opted to establish a single interlocal agreement with the host city (Roy City), which will then enter into separate agreements with each participating municipality.

Roy City has prepared its interlocal agreement for the City review and approval. Please note the following key points regarding this agreement:



1. **Annual Increase:** Weber Human Services has included an annual increase to the \$4,000 donation. This increase is set at 3% plus the Consumer Price Index (CPI), resulting in an additional \$120 per year, plus any CPI-based adjustment.
2. **Contract Duration:** The agreement is a short-term contract with a duration of three years, ending on July 1, 2028.

Roy City approved the interlocal agreement at our most recent City Council meeting, contingent on approval from the participating cities. This agreement aims to foster cooperation between Roy and West Haven to efficiently provide senior services while sharing costs and responsibilities.

**Summary of Interlocal Agreement.** Below is a summary of the main points from the Interlocal Agreement between Roy City and West Haven City regarding the Roy Hillside Senior Center:

#### **Purpose and Scope**

- **Objective:** To provide quality senior citizen services to residents of both cities.
- **Facility Use:** Roy will offer services and facilities to West Haven senior citizens at the same rate as Roy residents.
- **Exclusions:** The agreement covers only senior citizen services and activities, excluding other building operations and long-term maintenance.

#### **Financial Contributions**

- **Annual Contribution:** West Haven will contribute \$4,000 annually for maintenance and operation costs, starting in Fiscal Year 2026.
- **Adjustment:** Annual contributions will increase based on the Mountain Region Consumer Price Index (CPI) plus 3% for inflation.

#### **Term and Termination**

- **Duration:** The agreement is valid for 36 months, from July 1, 2025, to June 30, 2028.
- **Termination:** Either party can terminate the agreement with six months' prior written notice.

**Resolution No. 31-2025**

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF AN  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROY AND WEST HAVEN  
REGARDING FINANCIAL CONTRIBUTIONS TO SUPPORT THE ROY SENIOR  
CENTER; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND  
AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT  
ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I – RECITALS:**

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

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

WHEREAS, Roy City has established a Senior Center in their city which helps provide aging services in the area; and

WHEREAS, West Haven City does not have a senior center or a way to provide for aging services in the City; and

WHEREAS, West Haven City residents, along with Hooper City residents, have been allowed by Roy City to access aging services from the Roy Senior Center; and

WHEREAS, Roy City receives some funding from Weber Human Services to help operate the Roy Senior Center; and

WHEREAS, Weber Human Services have recently made a decision to provide an equal amount of funding to the five senior centers in Weber County if these facilities meet some minimum criteria; and

WHEREAS, based on Weber Human Services' decision, Roy City will have a funding shortfall and has made the request that West Haven City and Hooper City help contribute regarding this shortfall since those cities' residents are allowed access to the provided aging services; and

WHEREAS, the West Haven and Roy wish to set forth their respective rights and duties regarding working together on this project and also each city's respective responsibilities regarding payment of costs associated the Roy Senior Center; and

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

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

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

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

**SECTION II. AGREEMENT :**

1. That the Interlocal Agreement between West Haven City and Roy City, a copy of which is attached as Attachment “A” to this Resolution, regarding financial contributions to support the Roy Senior Center, 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.

**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 4th day of June 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 4th day of June 2025.

WEST HAVEN CITY

\_\_\_\_\_  
Mayor Rob Vanderwood

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder

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

**ATTACHMENT “A”**

**ATTACHMENT TO RESOLUTION 31-2025  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST HAVEN AND THE  
CITY OF ROY REGARDING FINANCIAL CONTRIBUTIONS TO SUPPORT THE ROY  
SENIOR CENTER**

DRAFT



## **INTERLOCAL AGREEMENT RELATING TO THE ROY HILLSIDE SENIOR CENTER**

This Interlocal Agreement is made and entered in the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Roy, Utah, a municipal corporation of the State of Utah (hereinafter “Roy”), and the City of West Haven, Utah, a municipal corporation of the State of Utah (hereinafter “West Haven”).

### **RECITALS**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, all of the parties hereto are public agencies as defined by the Act; and

**WHEREAS**, both Cities are municipal corporations duly organized under Title 10 of the Utah Code Annotated, as amended; and

**WHEREAS**, in accordance with federal and state laws and regulations, both Cities are allowed to enter into contracts for services to benefit senior citizen residents above the age of 55, including health, recreational, social and educational offerings; and

**WHEREAS**, Roy owns, controls, and maintains a building which has been and continues to be utilized by senior citizen residents of Roy and neighboring communities; and

**WHEREAS**, the Scope of this Agreement is limited to facility use and services provided for senior citizens and excludes other building operations and uses as well as long-term maintenance of this building as Roy City asset; and

**WHEREAS**, both Cities desire to work cooperatively to provide cost efficient and effective senior services programming;

**NOW, THEREFORE**, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Roy City and West Haven City do mutually agree and undertake as follows:

### **SECTION ONE SCOPE OF AGREEMENT**

1. The Cities intend by this Interlocal Agreement to cooperatively develop a working relationship to provide quality senior citizen services to residents.
2. The Cities agree that this Interlocal Agreement is not intended to cover all costs associated with the facility, but to provide for a portion of compensation in relation to

those services utilized by residents of West Haven. Roy is also pursuing similar agreements with nearby communities whose residents frequently utilize these services.

3. Roy agrees to provide services and facilities to West Haven senior citizen residents at the same rate/charge as those services are provided to Roy senior citizen residents.
4. A central purpose of this building and its amenities are senior center services and activities, with senior programming given a heightened priority when defining allowable uses.
5. This Agreement only includes those services directly related to senior citizen usage and activities and does not encompass the rental or use of the Roy Hillside Senior Center by private residents for other activities, as this is a separate operational and budgetary function.

## **SECTION TWO GENERAL PROVISIONS**

1. **Financial Contribution.** West Haven shall provide an annual contribution to Roy in support of the Roy Hillside Senior Center, commencing in Fiscal Year 2026. The initial contribution will be \$4,000 (four-thousand dollars) for annual maintenance and operation costs of the Roy Hillside Senior Center. The initial amount will be payable on an annual basis to Roy by August 1.
2. **Annual Increase.** Adjustment of the annual contribution in subsequent years based on the Mountain Region Consumer Price Index (CPI) in March preceding the beginning of the next Fiscal Year, plus 3% to account for inflation and cost changes.
3. **Term.** This Interlocal Agreement shall be for a period of thirty-six (36) months commencing July 1, 2025 and ending June 30, 2028, if approved by resolution of each party. This Interlocal Agreement may be terminated at any time by either party upon six (6) months' prior written notice to the other party.
4. **Effective Date.** This Interlocal Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in the Act.
5. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of appropriate resolutions from the Cities, along with an approved as to form by the City Attorney of each City, and upon meeting all other applicable requirements of the Act.
6. **Entire Agreement.** This Interlocal Agreement, together with any adopted amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Interlocal Agreement shall not be

binding upon either party except for the resolutions of each party herein attached and incorporated by reference.

7. **Indemnification.** Roy and West Haven are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Governmental Immunity Act”). Subject to the provisions of the Governmental Immunity Act, the Cities agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either City under the Governmental Immunity Act.
8. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective parties.
9. **Warranties.** Each party represents and warrants that it is a public agency within the meaning of the Act, is authorized to execute and deliver this Interlocal Agreement and there is no litigation, legal action, or investigation between the Parties that would adversely affect this Interlocal Agreement.
10. **Governing Law.** It is understood and agreed by the Parties that this Interlocal Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
11. **Assignability.** The rights, duties, powers, and obligations of this Interlocal Agreement may not be transferred, assigned, or delegated without the express written consent of the Parties.
12. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Interlocal Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be used to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Interlocal Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interlocal Agreement. It is thus the intention of the Parties that each provision of this Interlocal Agreement shall be deemed independent of all other provisions herein.
13. **Counterparts.** This Interlocal Agreement may be executed in counterparts by Roy and West Haven.

14. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state, and local laws.

### **SECTION THREE INTERLOCAL AGREEMENT**

1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, in connection with this Agreement, the Parties agree as follows:
- a. This Interlocal Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Act;
  - b. This Interlocal Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act ;
  - c. A duly executed original counterpart of the Interlocal Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Act;
  - d. Each Party shall be responsible for its own costs of any action done pursuant to this Interlocal Agreement, and for any financing of such costs; and
  - e. No separate legal entity is created by the terms of this Interlocal Agreement. To the extent that this Interlocal Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of each City, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Interlocal Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Interlocal Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

*[Signatures on the following page]*

ROY CITY

By: \_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

WEST HAVEN CITY

By: \_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

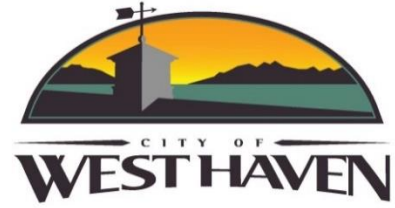
Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## STAFF REPORT

TO: Mayor and City Council  
FROM: Shawn Warnke, City Manager  
DATE: June 4, 2025  
SUBJECT: Interlocal Agreement with the WHSSD for the City to reimburse the District for certain property purchase costs, and the division of engineering and development costs for the property



**General Overview.** The City and the West Haven Special Service District are purchasing 12.2 acres on 3300 South near the Country Park as a site for a new Public Works Building and District Building for \$3,027,772.40. The existing facilities for the Public Works Department and the West Haven Special Service District (WHSSD or District) are inadequate and fail to meet the functional standards for adequate office, equipment, and supplies storage space, as well as fabrication space, for current operations. Currently, the Public Works and Parks Departments borrow storage space from the Taylor West Weber Water District for equipment storage, and the City rents a storage space to store City belongings. Due to a lack of storage space, the WHSSD has been unable to purchase the necessary equipment for its operation.



Temporary work stations and storage in the existing Public Works and Parks Departments.

The District entered into a contract with the property owner to purchase the property. Before closing on the property, the City and District entered into an Interlocal Agreement, under which the City would purchase 50% of the property and pay 50% of the purchase price.

**Summary of Interlocal Agreement.** Below is a summary of the main points from the Interlocal Cooperation Agreement between West Haven City and the West Haven Special Service District regarding the property purchase:

### Purpose

- **Agreement:** To reimburse the West Haven Special Service District by West Haven City for property purchase costs and to divide engineering and development costs for the property.

### Property Details

- **Location:** Approximately 3200 West and 3300 South, West Haven, Utah.



- **Parcels:** #08-029-0096, 08-029-0097, 08-029-0061, and 08-029-0062 and four water shares in the Wilson Irrigation Company.
- **Size:** Total of 534,799 sq. ft. or 12.2773 Acres.
- **Total Cost:** \$3,027,772.40 of property
- **Divided Cost:** \$1,513,886.20 per entity

#### **Responsibilities**

- **Purchase:** The District will make an offer to purchase the property and the City will reimburse half of the purchase price.
- **Ownership:** The City will own the eastern half and the District will own the western half, each with two water shares.
- **Costs:** Both parties will evenly split all engineering and development costs.

**Resolution No. 32-2025**

**RESOLUTION OF WEST HAVEN CITY APPROVING AND ADOPTING AN  
INTERLOCAL AGREEMENT BETWEEN THE WEST HAVEN SPECIAL SERVICE  
DISTRICT AND WEST HAVEN CITY FOR REIMBURSEMENT TO THE DISTRICT  
FOR CERTAIN PROPERTY PURCHASE COSTS, AND THE DIVISION OF  
ENGINEERING AND DEVELOPMENT COSTS FOR THE PROPERTY;  
AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT;  
AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**SECTION I – RECITALS:**

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

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

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

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

WHEREAS, in conformance with the Act, the Parties have been working together to identify and then purchase property in order to build a jointly owned new building or build a building for City operations and a building for District operations; and

WHEREAS, the Parties have identified the property which will serve both of their needs and the District has entered into a Real Estate Purchase Contract (“REPC”) to purchase the property; and

WHEREAS, the Parties wish to enter into an Interlocal Agreement (“Agreement”) regarding the District closing on the property, the City reimbursing the District for one-half of the purchase price of the property, the District transferring 1/2 of the ownership of the property to the City; and then for the Parties to equally split all engineering and development costs of the property moving forward; and

WHEREAS, the City feels that the best way to accomplish the outlined goal is to enter into this Agreement with the District, which is attached as Attachment “A” to this Resolution; and

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

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

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

**SECTION II. AGREEMENT :**

1. That the City Council approves and adopts the **Interlocal Cooperation Agreement Regarding Reimbursement to West Haven Special Service District from West Haven City for Certain Property Purchase Costs, and the Division of Engineering and Development Costs for the Property Incurred by the District and the City**, that is attached as Attachment “A” to this Resolution.
2. The City Manager is authorized to sign any documents necessary for the City to enter into the Agreement with the District.
3. That the Mayor is authorized to sign this Resolution.
4. The foregoing Recitals are fully incorporated herein.

**SECTION III. PRIOR RESOLUTIONS:**

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

**SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION V - SAVINGS CLAUSE:**

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

**SECTION VI. DATE OF EFFECT**

This Resolution shall be effective immediately upon its passage on the 4th day of June 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 4th day of June 2025.

WEST HAVEN CITY

\_\_\_\_\_  
Mayor Rob Vanderwood

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder

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

# **ATTACHMENT “A”**

**Attached to Resolution 32-2025**

**Interlocal Cooperation Agreement Regarding Reimbursement to West Haven Special Service District from West Haven City for Certain Property Purchase Costs, and the Division of Engineering and Development Costs for the Property Incurred by the District and the City**

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**INTERLOCAL COOPERATION AGREEMENT REGARDING REIMBURSEMENT TO  
WEST HAVEN SPECIAL SERVICE DISTRICT FROM WEST HAVEN CITY FOR  
CERTAIN PROPERTY PURCHASE COSTS, AND THE DIVISION OF ENGINEERING  
AND DEVELOPMENT COSTS FOR THE PROPERTY INCURRED BY THE DISTRICT  
AND THE CITY**

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

**RECITALS**

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

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

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

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

WHEREAS, the City and the District have been working together to identify and then purchase property in order to build a jointly owned new building or build a building for City operations and a building for District operations; and

WHEREAS, the Parties have identified the property which will serve both of their needs, and it is located at approximately 3200 West and 3300 South (Parcels #08-029-0096, 08-029-0097, 08-029-0061, and 08-029-0062) and has four water shares; and

WHEREAS, the four parcels equal a total of 534,799 sq. ft.;

WHEREAS, the total cost of the parcels is \$3,027,772.40, which is based on 32,703 sq. ft. at \$2.00/sq ft. (property under the power lines) which equals \$65,406.00 and 502,096 sq. ft. at \$5.90/sq. ft. which equals \$2,962,366.40; and



WHEREAS, the Parties wish to enter into an agreement to have the District make an offer through a Real Estate Purchase Contract (“REPC”) to purchase the property and for the City to reimburse the District for the purchase price so that the Parties shall own the property jointly; and

WHEREAS, the Parties wish to enter into an interlocal agreement to evenly split all engineering and design costs pertaining to the property once it is purchased; and

WHEREAS, the Parties agree that the purchase and development of this property protects the health and safety of the Parties' residents; and,

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

#### **ARTICLE ONE: EFFECTIVE DATE AND TERM OF AGREEMENT**

##### **Section 1.01**

This Agreement shall become effective upon proper approval by the last of the participating entities and shall continue in force unless earlier terminated as set out herein.

##### **Section 1.02**

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

#### **ARTICLE TWO: SCOPE OF AGREEMENT**

##### **Section 2.01 Provisions of the Agreement**

- A. The Parties agree that the District shall enter into a REPC with the property owner of Parcels #08-029-0096, 08-029-0097, 08-029-0061, and 08-029-0062, located at approximately 3200 West and 3300 South, West Haven, Utah (“Property”), to purchase the Property along with four (4) water shares.
- B. The Parties agree that the District shall offer a total amount for the Property of \$3,027,772.40, which is based on 32,703 sq. ft. at \$2.00/sq ft. (property under the power lines) which equals \$65,406.00, and 502,096 sq. ft. at \$5.90/sq. ft. which equals \$2,962,366.40. The REPC and any amendments are attached as Attachment “A” to this Interlocal Agreement and by this reference incorporated herein as if fully set out.
- C. The Parties agree that the District shall close on the Property based on the terms of the REPC and any amendments.
- D. The City shall then reimburse the District one-half (1/2) of the purchase price of the Property and water shares within thirty (30) days of the closing date.
- E. Upon receipt of the money, the District shall transfer one-half (1/2) ownership of the Property and water shares by Warranty Deed to the City. The City shall own the eastern half of the Property closest to the City’s Baldwin Country Park along with two (2) water shares. The District shall own the western half of the Property along with two (2) water shares.
- F. Once the Parties each own one-half of the Property and the water shares, the Parties shall evenly split all engineering and development costs of the total Property.

#### **ARTICLE THREE: MISCELLANEOUS**

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

select a third arbitrator. The arbitration hearing shall commence within sixty (60) days of the selection of the third arbitrator.

- F. Modification in Writing: The Parties anticipate that there may be amendments and modifications to this Agreement. However, any such modifications or amendments shall be binding only if it is in writing, signed by both Parties and their respective attorneys, and approved by the Board of Directors of the West Haven Special Service District and by the West Haven City Council.
- G. Interlocal Cooperation Act Requirements: The Parties shall comply with the following requirements:
1. This Agreement shall be authorized by resolution of the governing body of each Party pursuant to §11-13-202.5 of the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");
  2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to §11-13-202.5 of the Act;
  3. A duly executed original counterpart of this Agreement shall be filed with the keeper of the records of each Party, pursuant to §11-13-209 of the Act;
  4. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs and expenses hereunder, and for any financing of such costs; and
  5. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the District Superintendent and the City Manager.
- H. Miscellaneous:
1. Both Parties agree to take such further action and to execute such documents as may be necessary to effectuate the terms of the Agreement.
  2. No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance of indulgence by a Party in any regard whatsoever shall not constitute a waiver of other covenants or conditions to be performed by the other Party and shall not be deemed to be a waiver of any rights such Party may have with respect to this Agreement.
  3. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. It shall be enforced only in the Second District Court located in Weber County, Utah.
  4. There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in the Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who received benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement may not be assigned by either Party hereto.
  5. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either

Party or agents of either Party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified, or altered except through a written instrument which is signed by both Parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

6. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced, consistent with achieving the stated intentions of the Parties herein, as if the Agreement did not contain the particular part, term, or provision held to be invalid.
7. Each Party, at any time and from time to time, at the request of any other Party's request, shall execute, acknowledge, and deliver any instrument that may be necessary or proper to carry out the provisions of this Agreement. In the case of any Party's refusal or failure to do so, it shall be the option of any of the other Parties to declare a default of this Agreement.
8. The use of the singular form of expression shall be construed to include the plural. The use of the masculine gender shall be construed to include the feminine gender.
9. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit, or extend the scope or intent of the clauses to which they appertain.
10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
11. The Parties agree that no presumption shall be attached to this Agreement because one of the Parties or one Party's attorney may have prepared it.
12. Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement, shall so survive.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

West Haven City

By \_\_\_\_\_  
Mayor

West Haven Special Service District

By \_\_\_\_\_  
Board Chairman

Attest \_\_\_\_\_  
City Recorder

Attest \_\_\_\_\_  
Board Recorder

Approved as to form:

Approved as to form:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Attorney  
West Haven City

\_\_\_\_\_  
District Attorney  
West Haven Special Service District

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**ATTACHMENT “A”**

**Real Estate Purchase Contract and Amendments, dated \_\_\_\_\_, 2025**

DRAFT



UTAH ASSOCIATION  
OF REALTORS'**REAL ESTATE PURCHASE CONTRACT  
FOR LAND**

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

**EARNEST MONEY DEPOSIT**

On this 03/18/2025 ("Offer Reference Date") West Haven Special Service District ("Buyer") offers to purchase from Brett J Prevedel, Suzanne M Prevedel ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 10,000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

**OFFER TO PURCHASE**

1. **PROPERTY:** Approx. 3200 West & 3300 South Street

also described as: Parcels: 08-029-0096, 08-029-0097, 08-029-0061, 08-029-0062

City of West Haven County of Weber State of Utah, Zip 84401 Tax ID No. \_\_\_\_\_ (the "Property").

Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1 and 1.3.

1.1 **Included Items (specify)** 4 Water Shares of Wilson Irrigation Company

1.2 **Excluded Items (specify)** N/A

1.3 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: \_\_\_\_\_

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$ 3,015,221.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 10,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.

\$ 0.00 (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ 0.00 (c) **Seller Financing** (see attached Seller Financing Addendum)

\$ 3,005,221.00 (d) **Balance of Purchase Price in Cash at Settlement**

\$ 3,015,221.00 **PURCHASE PRICE. Total of lines (a) through (d)**

**3. SETTLEMENT AND CLOSING.**

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 **Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 **Possession.** Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Recording;** ☐ **Hours after Recording;** ☐ **Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 3.3 shall survive Closing.

*[Handwritten signatures and date 3/23/25]*

**4. PRORATIONS/ ASSESSMENTS/ OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

**4.2 Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) N/A as WRSSD does not pay property taxes The provisions of this Section 4.2 shall survive Closing.

**4.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) \_\_\_\_\_ The provisions of this Section 4.3 shall survive Closing.

**4.4 Fees/Costs/Payment Obligations.**

(a) **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.4(a) shall survive Closing.

(b) **Rental Deposits/Prepaid Rents.** Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.4(b) shall survive Closing.

(c) **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.4(c) shall survive Closing.

(d) **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOAs, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) \_\_\_\_\_ The provisions of this Section 4.4(d) shall survive Closing.

(e) **Real Estate Brokerage Compensation.** Seller and Buyer agree that Seller shall contribute 3 % of the Purchase Price to Buyer's Brokerage or \$\_\_\_\_\_ to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer-broker agreement. The provisions of this Section 4.4(e) shall survive Closing.

(f) **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.4(f) shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Marino Toulatos, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;

Seller's Brokerage Better Homes and Garden Real Estate Momentum, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;

Buyer's Agent Tia Crow, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Brokerage Avenue Real Estate Services, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent.

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

X  
SP 3/23/25



**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) Any surveys, soils reports, if available, copy of water share certificates

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.2 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.



**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ WILL ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ \_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1-4**  
☐ **Seller Financing Addendum** ☒ **Other (specify)** 1 Deposit of Earnest Money 2 Exchange Addendums 3 & 4 Addendum with additional terms

#### 10. AS-IS CONDITION OF PROPERTY.

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

#### 11. FINAL PRE-SETTLEMENT INSPECTION.

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

#### 16. DEFAULT.

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>7 days after acceptance</u>	(Date)
(b) Due Diligence Deadline	<u>60 days after Seller Disclosure Deadline</u>	(Date)
(c) Financing & Appraisal Deadline	<u>Not Applicable</u>	(Date)
(d) Settlement Deadline	<u>30 days after Due Diligence Deadline</u>	(Date)

*BP*  
*SP* 3/23/25



**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [ ] AM [x] PM Mountain Time on 03/24/2025 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

John Wallace 03/19/2025  
(Buyer's Signature) (Date) (Buyer's Signature) (Date)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[x] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 5 (Final)

[ ] **REJECTION:** Seller rejects the foregoing offer.

[Signature] 3-23-2025 9:00 PM [Signature] 3/23/25 9:00 PM  
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

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UAR FORM 19

[Signature] 3/23/25

**DEPOSIT OF EARNEST MONEY WITH TITLE  
INSURANCE COMPANY ADDENDUM TO  
REAL ESTATE PURCHASE CONTRACT  
ADDENDUM # 1**

**THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/18/2025, including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx. 3200 West & 3300 South Street, West Haven, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. The REPC is amended as follows: Buyer and Seller agree that the Earnest Money Deposit, or Deposits, will be held with a Title Insurance Company instead of deposited in the Buyer's Brokerage Trust Account. The Title Insurance Company is Sunrise Title Company, Escrow Officer Merv Glines located at: 550 East 200 North 118-3, Roosevelt, UT 84066 phone number (435) 722-2257 and email admin@sunrisetitlecompany.com.

**ATTENTION:** Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that **BOTH** the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if the REPC states that no additional written authorization is required, which may result in additional delays and costs for either party to receive the Earnest Money Deposits

Buyer and Seller acknowledge that the Utah Division of Real Estate has no authority over the Title Insurance Company's release or disbursement of the Earnest Money Deposit.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 03/24/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

John Wallace 03/19/2025, 10:24:55 AM MDT  
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ **COUNTEROFFER:** ☒ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 5.

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

Brett J Prevedel 3/23/2025 9:00 PM (Signature) (Date) (Time) (Signature) (Date) (Time)  
Suzanne M Prevedel 3/23/2025 9:00 PM (Signature) (Date) (Time) (Signature) (Date) (Time)





**1031 EXCHANGE ADDENDUM NO. 2**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**



**THIS IS AN ☒ ADDENDUM [ ] COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 18, 2025, including all prior addenda and counteroffers, between West Haven Special Service District, as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx. 3200 West & 3300 South Street, West Haven, UT 84401 (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

**1. 1031 EXCHANGE (check applicable box)**

☒ **Seller - 1031 Exchange.** Seller desires to enter into this transaction and to sell the Property as a "Relinquished Property" under Section 1031 of the Internal Revenue Code. Accordingly Buyer agrees to fully cooperate with the Seller in completing the 1031 Exchange, at no expense or liability to Buyer; or

[ ] **Buyer - 1031 Exchange.** Buyer desires to enter into this transaction and to acquire the Property as a suitable "like-kind" exchange property under Section 1031 of the Internal Revenue Code. Accordingly Seller agrees to fully cooperate with the Buyer in completing the 1031 Exchange, at no expense or liability to Seller.

**ALL OTHER TERMS** of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTER OFFER shall remain the same. ☒ **Seller** [ ] **Buyer** shall have until 5:00 [ ] **A.M** ☒ **P.M.** Mountain Time March 24, 2025, to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTER OFFER shall lapse.

John Wallace 03/19/2025, 10:24:55 AM MDT  
☒ Buyer [ ] Seller Signature Date Time [ ] Buyer [ ] Seller Signature Date Time

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE** of ADDENDUM/COUNTER OFFER: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER

☒ **COUNTER OFFER:** ☒ Seller [ ] Buyer presents as a counteroffer the terms of attached Counteroffer No. 5 (Five)

[Signature] 3-23-2025 9:50 PM [Signature] 3/23/25 9:10 PM  
 [ ] Buyer [ ] Seller Signature Date Time [ ] Buyer [ ] Seller Signature Date Time

[ ] **REJECTION:** [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM/COUNTER OFFER [ ] Initials  
 Date \_\_\_\_\_ Time \_\_\_\_\_

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**ADDENDUM NO. 3  
TO  
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** [ ] **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/18/2025, including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx 3200 West & 3300 South Street, West Haven, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Buyer agrees to implement a plaque no less than one square foot on the property to commemorate its designation as a 100-Year Farm and to honor the Prevedel Family. The plaque's location shall be at the Buyer's sole discretion and determined through the site design process. In the Buyer's selecting the location of the plaque, the Buyer shall consider a location that provides visibility of the plaque to the public but a location that shall not interfere with the Buyer's use or enjoyment of the property. The plaque shall include the inscription as follows: "The Prevedel Family owned and operated this site as part of a 100-year farm. This site is dedicated to the Prevedel Family that helped settle this area." The Buyer shall be responsible for the cost of fabrication and installation of the plaque, which will be done concurrent to a building being constructed on the site.

2. In regards to the concrete lined irrigation ditch that has an existing perpetual easement: Buyer agrees that water users/share holders shall have the continued right to access and use the existing irrigation ditch located on the property for agricultural and irrigation purposes only. This right includes reasonable ingress and egress for maintenance, repairs, and water flow management, provided such access does not unreasonably interfere with the Buyer's use of the Property. Nothing within this condition shall limit the Buyer from piping any irrigation ditch, so long as the piping of the ditch does not affect water delivery or interrupt irrigation water downstream.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller [ ] Buyer shall have until 5:00 [ ] AM ☒ PM Mountain Time on 03/24/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

John Wallace 03/19/2025, 10:24:55 AM MDT  
☒ Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

[ ] **ACCEPTANCE:** [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

☒ **COUNTEROFFER:** [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 5 (Final)

Brett Prevedel 3-23-2025 9:00 PM Suzanne Prevedel 3/23/25 9:10 PM  
(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] **REJECTION:** [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

DigiSign Verified - 00000016-110077340000000000000000

**ADDENDUM NO. 4  
TO  
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** [ ☐ **COUNTEROFFER** ] to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/18/2025, including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx 3200 West & 3300 South Street, West Haven, UT 84401. The following terms are hereby incorporated as part of the REPC:

3. The Seller acknowledges that the signer of this Real Estate Purchase Contract, does not have full authority to bind the West Haven Special Service District. The purchase of the property is conditioned upon the West Haven Special Service District Board's approving the expense through a budget process and approving the purchase of the property.

4. The Seller agrees that all funds identified in the Real Estate Purchase Contract and associated with purchasing the property may be done by the Buyer issuing a paper check. The Buyer agrees to issue a paper check in advance so that the paper check clears, and the Title Company has the funds ahead of Settlement Date. The Buyer will need additional time to send a paper check for the earnest money to the Title Company, which shall be no later than two (2) weeks after acceptance of the offer.

5. The Buyer and Seller agree that the purchase price outlined in Section 2 is based on a per square foot rate and the acreage per the tax records of the four parcels. The purchase price that the parties agree upon is \$5.90 per square foot for all property not within the power line easement, and \$2.00 per square foot for all property within the power line easement. The Buyer plans to obtain a boundary survey during the due diligence period to confirm the actual square footage of each of the parcels. Once the survey is completed and finalized by a licensed surveyor in the State of Utah, the parties will update the purchase price based on the already agreed upon square footage prices listed above and the actual square footage from the survey.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller [ ☐ Buyer ] shall have until 5:00 [ ☐ AM ☒ PM Mountain Time on 03/24/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

John Wallace

03/19/2025, 10:24:55 AM MDT

☒ Buyer [ ☐ Seller ] Signature (Date) (Time) [ ☐ Buyer [ ☐ Seller ] Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

[ ☐ ] **ACCEPTANCE:** [ ☐ Seller [ ☐ Buyer ] hereby accepts the terms of this ADDENDUM.

[ ☒ ] **COUNTEROFFER:** [ ☐ Seller [ ☐ Buyer ] presents as a counteroffer the terms of attached ADDENDUM NO. 5 (Final)

Brett J Prevedel 3-23-2025 9:00 PM Suzanne M Prevedel 3/23/25 9:10 PM  
(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ☐ ] **REJECTION:** [ ☐ Seller [ ☐ Buyer ] rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



**ADDENDUM NO. Five**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 19th day of March, 2025 including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx 3200 W 3300 S West Haven, Utah 84401 Tax Id#s 08-029-0096 / 0097 / 0061 / 0062. The following terms are hereby incorporated as part of the REPC:

1- As per section 4.2 of the REPC Greenbelt, buyer will be responsible for roll back tax negotiations and settlement, if applicable.

2- Addendum 2 will be deleted form this agreement.

3- The sellers desire to enter into a 1033 Exchange as defined by Internal Revenue Code. The buyer agrees to fully cooperate with the seller at no expense to the buyer.

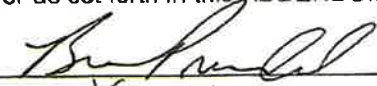
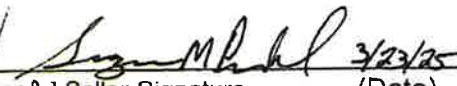
4- As per section 4.4e sellers shall contribute a flat fee of \$35000 to the Buyers Brokerage, Avenue Real Estate and Realtor Tia Crow.

5-Seller agrees to contribute a flat fee of \$35000 to the Selling Brokerage BHGRE Momentum and AB Marino Toulatos.

6- Seller will close at Sunrise Title Co of Roosevelt Utah and Merv Glines.

7-As per Addendum #3 Buyer agree to implement a plaque that includes the following inscription: This site honors the Prevedel Family, who cultivated this land as part of their century-old farm. Formerly the fields of Rena and Aldo Prevedel, this location stands as a tribute to the early immigrant families, including the Prevedels, who helped shape West Haven.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 10 :00 ☐ AM ☒ PM Mountain Time on April 01, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 3-23-2025  3/23/25  
☐ Buyer ☒ Seller Signature (Date) (Time) ☐ Buyer ☒ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.  
☒ COUNTEROFFER: Seller ☒ Buyer presents as a counteroffer the terms of attached ADDENDUM  
NO. 6

John Wallace 03/26/2025, 09:55:34 AM MDT  
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

# **ADDENDUM NO. 6 TO REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 18, 2025, including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx. 3200 West & 3300 South Street, West Haven, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Seller agrees to be solely responsible for any and all rollback taxes, penalties, and interest assessed as a result of the property being removed from its Greenbelt classification. Seller shall pay such taxes in full at or before closing, or shall provide sufficient funds to cover the assessed amount at closing. Buyer shall have no obligation for any Greenbelt rollback taxes arising from the Seller's prior use of the property.

2. Buyer agrees to cooperate with Seller's intent to complete a tax-deferred exchange under Section 1031 or Section 1033 of the Internal Revenue Code, whichever the Seller qualifies for. Such cooperation shall be at no additional cost, liability, or delay to Buyer. Buyer and Seller acknowledge that this transaction is voluntary for both parties. The parties further acknowledge that the property is not being acquired through eminent domain, and the District is not exercising any power of condemnation in this purchase.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on April 1, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

John Wallace

03/26/2025, 09:55:34 AM MDT

☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

## **ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☒ **ACCEPTANCE:** ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_.

<u>Brett J Prevedel</u>	dotloop verified 03/27/25 2:31 PM MDT OXJK-PSIM-LIHW-BUWF	<u>Suzanne M Prevedel</u>	dotloop verified 03/27/25 1:50 PM MDT 7JOU-TS0C-F4EH-DWSA
(Signature)	(Date)	(Signature)	(Date)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**

**ADDENDUM NO. 7  
TO  
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** [ ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/18/2025, including all prior addenda and counteroffers, between West Haven Special Service District as Buyer, and Brett J Prevedel, Suzanne M Prevedel as Seller, regarding the Property located at Approx. 3200 West & 3300 South Street, West Haven, UT 84401. The following terms are hereby incorporated as part of the REPC:

As per the Real Estate Purchase Contract, the purchase price was determined based on square footage, with \$2.00 per square foot allocated for property within the power easement and \$5.90 per square foot for the remainder. Buyer has received a completed survey from a licensed professional surveyor in the State of Utah. Based on the survey, Buyer requests an adjustment to the purchase price to reflect the actual square footage: 32,703 square feet under the power lines at \$2.00 per square foot (\$65,406.00) and 502,096 square feet for the remainder at \$5.90 per square foot (\$2,962,366.40), resulting in a total updated purchase price of \$3,027,772.40.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** [ ☐ **Buyer** shall have until \_\_\_\_\_ [ ☐ **AM** ☒ **PM** Mountain Time on 05/02/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

John Wallace 04/28/2025, 11:44:39 AM MDT  
☒ Buyer [ ☐ Seller Signature (Date) (Time) [ ☐ Buyer [ ☐ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☒ **ACCEPTANCE:** ☒ **Seller** [ ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

[ ☐ **COUNTEROFFER:** [ ☐ **Seller** [ ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_.

<div style="border: 1px solid black; padding: 5px; display: inline-block;"><u>Brett J Prevedel</u> <small>dotloop verified 04/28/25 2:38 PM MDT YDL-DJIG-UAWJ-77EB</small></div> <div style="text-align: right;">(Signature) (Date) (Time)</div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><u>Suzanne M Prevedel</u> <small>dotloop verified 04/28/25 2:47 PM MDT YX8R-B2UG-DP71-KBRL</small></div> <div style="text-align: right;">(Signature) (Date) (Time)</div>
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[ ☐ **REJECTION:** [ ☐ **Seller** [ ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**



## STAFF REPORT

TO: Mayor and City Council  
FROM: Shawn Warnke, City Manager  
DATE: June 4, 2025  
SUBJECT: Interlocal Agreement with Weber County for the provision of technical forensic services



**General Overview.** On May 12, 2025, Lt. Endsley provided the City with this interlocal agreement for Crime Scene Investigation (CSI), which is due for renewal.

Although this is a separate agreement, invoicing is combined with the quarterly invoice for the cities. When the Sheriff's Office prepares the budget each year, it estimates the portion of CSI services used by the contract cities and includes this amount in the enforcement budget. Therefore, the contract cities have been participating in this agreement all along; it just has not been invoiced separately.

There is some new language in the contract regarding the funding for CSI. The County has experienced several years of decline in this enterprise fund, meaning the expenses have exceeded the amount billed to other jurisdictions for this service. The fund balance needs to be maintained to ensure our ability to meet future, unexpected needs. This clause allows the County to keep that balance at the appropriate level.

**Summary of Interlocal Agreement.** Below is a summary of the main points from the West Haven Interlocal Agreement for the Provision of Technical Forensic Services:

### Introduction

- **Effective Date:** July 1, 2025.
- **Parties Involved:** Weber County (Provider) and various jurisdictions including Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace, and West Haven.

### Recitals

- **Legal Basis:** Authorized under the Interlocal Cooperation Act.
- **Purpose:** To provide effective and efficient technical forensic services using specialized personnel and equipment.

### Term

- **Duration:** Five years (July 1, 2025 - June 30, 2030).
- **Renewals:** Automatic five-year renewals unless rescinded or amended, up to June 30, 2045.
- **Termination:** Parties can terminate participation with or without cause by providing notice by September 1st of the year prior to the desired termination date.

### Scope of Services

- **Forensic Technicians:** Available 24/7 to respond to crime scenes.
- **Evidence Handling:** Secure, collect, package, seal, and label evidence to prevent contamination.
- **Chain-of-Custody:** Strict protocols for tracking evidence.

- **Scientific Analysis:** On-scene tests and in-depth analyses in a forensic lab.
- **Evidence Security:** Maintain evidence in a secure facility.
- **Reports and Testimony:** Prepare forensic reports and provide court testimony as needed.
- **Compliance:** Adhere to all applicable laws and regulations.

#### **Advisory Board**

- **Composition:** Chiefs of police from participating jurisdictions, Weber County Sheriff, and Weber County Attorney.
- **Duties:** Determine response protocols, resolve complaints, review performance, and assist in funding.

#### **Compensation**

- **Budget Preparation:** CSI prepares and presents the budget annually.
- **Cost Allocation:** Based on jurisdiction population and average number of calls.
- **Fund Balance:** Managed to cover operational costs and shortages.

## **RESOLUTION NO. 33-2025**

### **RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND THE CITY OF WEST HAVEN FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION AND THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

#### **SECTION I – RECITALS:**

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

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

WHEREAS, Weber County, through the Weber County Sheriff's Office ("Sheriff"), has been providing technical forensic services to West Haven, along with other cities and jurisdictions in Weber County; and

WHEREAS, the City wants to continue to have Weber County Sheriff's Office provide effective and efficient technical forensic services; and

WHEREAS, because of that goal, the City and Weber County now desire to enter into an Interlocal Agreement to continue that relationship; and

WHEREAS the City Council now wishes to adopt this Interlocal 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 Interlocal Agreement between West Haven City and Weber County for the Provision of Technical Forensic 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 Interlocal Agreement, including signing the Interlocal Agreement itself.

3. That the Mayor is authorized to sign this Resolution adopting the Interlocal Agreement.
4. The foregoing Recitals are fully incorporated herein.

### **SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:**

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

### **SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:**

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

### **SECTION V - SAVINGS CLAUSE:**

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

### **SECTION VI. DATE OF EFFECT**

This Resolution shall be effective immediately upon its passage on the 6th day of June 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of June 2025.

WEST HAVEN CITY

\_\_\_\_\_  
Mayor Rob Vanderwood

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder

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

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

DRAFT

**ATTACHMENT A**

**ATTACHED TO RESOLUTION 33-2025**

**INTERLOCAL AGREEMENT BETWEEN WEST HAVEN CITY AND WEBER COUNTY  
FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES**

DRAFT

## **INTERLOCAL AGREEMENT FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES**

This agreement is made effective on July 1, 2025, and is entered into by and among Weber County (“Provider”) and the following jurisdictions: Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace and West Haven (“Jurisdictions”). The parties to this agreement may collectively be referred to as the “Parties” or individually as a “Party” throughout the agreement.

### **RECITALS**

**WHEREAS**, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter agreements for a public agency to provide law enforcement services to one or more other public agencies; and

**WHEREAS**, all of the Parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

**WHEREAS**, the provision of effective and efficient technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

**WHEREAS**, the Weber County Sheriff’s Office has the expertise to provide such technical services for law enforcement agencies and has been providing such services for approximately 25 years; and

**WHEREAS**, the Weber County Sheriff’s Office is willing to continue to provide such services for law enforcement agencies in the Jurisdictions;

**NOW THEREFORE**, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the above-named parties do mutually agree and undertake as follows:

### **SECTION ONE TERM**

- A. Term. This agreement shall be for a period of five years, commencing on July 1, 2025, and continuing through June 30, 2030, unless otherwise terminated as herein provided.
- B. Renewals. At the end of the five-year term, the Parties agree to review this agreement to determine if it continues to meet their needs and its purpose. If no changes are needed, and the Parties do not take any action to rescind or amend this agreement, it will automatically renew for an additional five-year term. Automatic renewals may continue to occur at the end of each five-year term through June 30, 2045, at which point this



agreement will need to be renegotiated.

- C. Termination Without Cause. Any Party may terminate its participation under this agreement, with or without cause, by giving written notice of its intent to withdraw from this agreement by September 1<sup>st</sup> of the year prior to the desired termination date. If a Party provides notice of its intent to terminate by September 1<sup>st</sup>, the agreement will terminate and the Provider will cease providing services on July 1<sup>st</sup> of the following year.
- D. Termination for Cause. Provider may terminate this agreement with a Jurisdiction for failure to pay its required assessment or any other amount owed under this agreement. Any Jurisdiction may terminate its participation in this agreement if the Provider substantially fails to perform the agreed-upon forensic services.

Prior to terminating the agreement for cause, the terminating party must send written notice describing the breach in sufficient detail to allow that Party to cure the breach. If the breach has not been cured after 30 days, the terminating Party may terminate its participation in this agreement by giving written notice of termination to the Parties.

## **SECTION TWO**

### **SCOPE OF PROVISION OF TECHNICAL SERVICES**

- A. Beginning on the commencement date, Provider shall:
  - 1. Upon request, provide trained forensic technicians to law enforcement agencies that are associated with the participating Jurisdictions.
  - 2. Ensure that technicians are available to respond to crime scenes 24 hours per day, 365 days per year.
  - 3. Ensure that technicians assess, secure, and preserve the integrity of the crime scene to prevent contamination or loss of evidence.
  - 4. Collect, package, seal, and label all physical evidence in a manner that prevents cross-contamination or degradation.
  - 5. Follow strict chain-of-custody protocols to track possession, transfer, and analysis of evidence.
  - 6. Perform on-scene tests where warranted and conduct or coordinate in-depth scientific analyses in a dedicated forensic laboratory.
  - 7. Maintain evidence in a secure, access-controlled facility, ensuring it is safeguarded from theft, tampering, or environmental damage.
  - 8. Coordinate the lawful return or disposal of evidence once it is no longer needed for investigative or prosecutorial purposes, in accordance with applicable law and

jurisdictional policies.

9. Prepare complete, accurate, and timely forensic reports summarizing the collection methods, analytical findings, and conclusions.
10. Provide technicians and analysts to testify in court proceedings as necessary.
11. Adhere to all applicable federal, state, and local laws and regulations governing evidence handling and forensic testing.

### **SECTION THREE ADVISORY BOARD**

- A. There is hereby created an Advisory Board, which shall consist of the chiefs of the police departments from participating Jurisdictions as well as the Weber County Sheriff and the Weber County Attorney. Those Jurisdictions that have an agreement with the Sheriff for the provision of law enforcement services within their jurisdiction shall be represented by the Sheriff on the Advisory Board and will not have their own seat on the Advisory Board.
- B. The duties of the Advisory Board in regard to this agreement shall be to:
  1. Determine the protocol of response when requests are made to the Provider for assistance.
  2. Resolve complaints and concerns expressed by the Jurisdictions and/or Provider.
  3. Periodically review and evaluate the performance of the Provider under this agreement.
  4. Assist in obtaining funding to support this agreement through a yearly evaluation of assessments to Parties and through requests for alternative funding from state, federal, or private sources.
- C. Each individual on the Advisory Board shall be entitled to vote, and decisions of the Advisory Board shall be made by majority vote.

### **SECTION FOUR COMPENSATION**

- A. Each year in September, CSI shall prepare a budget, present the proposed budget to the Advisory Board, incorporate changes as requested by the Advisory Board, and then present the proposed budget to the Board of Weber County Commissioners for approval. Once the Board of County Commissioners approves the budget, CSI will invoice each Jurisdiction for its percentage of the total approved budget.

- B. The percentage owed by each Jurisdiction will be calculated based on the Jurisdiction's population (based on data received from the Utah State Tax Commission) and the average number of calls made to CSI in the prior five years. The Jurisdictions will pay their invoice by July 1<sup>st</sup> of each year beginning on July 1, 2025.
- C. The CSI budget is set up in a separate enterprise fund. Any remaining balance at the end of the year will go into a Fund Balance. Any shortages in the budget will come out of the Fund Balance. If the Fund Balance falls below a minimum of 2 months of operational costs, additional funds will be requested in the invoices to the Jurisdictions for the next allocation.
- D. Jurisdictions that are not a part of this agreement who request forensic services may enter into an MOU with Provider. The cost of services will be determined at that time, looking at the jurisdiction's needs and estimated usage.

## **SECTION FIVE MISCELLANEOUS**

- A. Amendments. This agreement may be amended in whole or in part at any time by a written amendment approved and signed by all Parties in the manner provided by law.
- B. Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- C. Broad Construction. It is the intent of the Parties that the joint and cooperative undertaking contemplated in this agreement be broadly construed to include all actions, undertakings and objectives necessary to accomplish the purposes and objectives set forth herein.
- D. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this agreement.
- E. Counterparts. This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- F. Documents on File. Executed copies of this interlocal agreement shall be placed on file in the office of the Keeper of the Records of each of the Parties and shall remain on file for public inspection during the term of this interlocal agreement.
- G. Effective Date. This interlocal agreement shall become effective immediately upon the execution of a resolution authorizing this agreement by each of the Parties.
- H. Employee Status. It is expressly understood and agreed by the Parties hereto that any and all personnel furnished by the Weber County Sheriff's Office under the terms of this

agreement shall remain employees of Weber County Sheriff's Office, will abide by all of the rules and regulations of the Weber County Sheriff's Office, and will accept the direction of officials of the Weber County Sheriff's Office while performing the technical forensic services which are the subject of this agreement.

- I. Entire Agreement. This agreement shall constitute the entire agreement between the Parties.
- J. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- K. Indemnification. Each of the Parties to this agreement agrees to defend, hold harmless, and indemnify the other Parties for the intentional, reckless, or negligent acts or omissions of its employees, agents, or officials against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property, caused by their employees, agents, or officials; provided, however, that in no event shall the indemnification obligations of the Parties hereunder exceed the amounts set forth in Section 63G-7-604 of the Utah Governmental Immunity Act, Utah Code Annotated Subsection 63-7-101 et seq., (1953), which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled. The provisions of this paragraph shall survive the termination of this agreement.
- L. Non-Assignability. Neither the Provider nor the Jurisdictions shall transfer or delegate any of its rights, duties, powers or obligations under this interlocal agreement without the consent of each of the Parties.
- M. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- N. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- O. Severability of Provisions. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- P. Warranties of Parties. Each Participant hereby represents and warrants that:
  - (i) it is a public agency or public entity within the meaning of the Interlocal Act; and
  - (ii) it is duly authorized to execute and deliver this interlocal agreement; and

- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this interlocal agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Q. Property Acquired. All property acquired as a result of this cooperative undertaking will become and remain the property of the Provider.

R. Force Majeure. The Parties will not be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed and effective as of the date first above written.

**WEST HAVEN**  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for West Haven