



## WEST HAVEN CITY COUNCIL AGENDA

**August 6, 2025 6:00 P.M.**

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

NOTICE IS HEREBY GIVEN THAT ON **August 6, 2025** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETING: **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 and City Manager Updates
2. Discussion-Emergency Operations Plan Summary and Overview-Dan Tanner

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

1. **MEETING CALLED TO ORDER:**      Mayor Vanderwood
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.
4. **UPCOMING EVENTS**  

Music Circle	August 25, 2025	7:00 PM
Senior Lunch Bunch	August 27, 2025	11:30 AM
Arts Festival	September 20, 2025	5:00 PM-8:00 PM
5. **COUNCIL UPDATES**

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

6. **ACTION ON CONSENT AGENDA**  

A. CITY COUNCIL MINUTES	MEETING HELD	June 16, 2025
B. STAKER PARSON COMPANIES	\$397,605.29	Inv.#214021-2
C. STAKER PARSON COMPANIES	\$647,817.93	Inv.#214021-3
D. STAKER PARSON COMPANIES	\$71,415.28	Inv.#214021-R
E. STAKER PARSON COMPANIES	\$551,932.99	Inv.#214031-2
F. CENTURY EQUIPMENT COMPANY	\$91,944.50	Inv.#LO11263-1

7. **PRESENTATION-2025 WEST HAVEN CITY RESIDENT SURVEY RESULTS-KYRENE GIBB**
8. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
  - A. ACTION ON ORDINANCE 08-2025-REZONE FROM A-2 AND A-1 TO R-2-APPROX. 2700 W 2800 S (PARCELS 15-096-0020 AND 15-096-0021)-PAUL D. DONALDSON, AGENT JARED PAYNE
  - B. APPROVAL OF ALTERNATIVE BUILDING MATERIALS-COMMERCIAL SUPPLY WAREHOUSE- APPROX. 2160 W 2100 S (PARCEL 15-779-0001)-BEN PROBST, AGENT FERNANDO PEREZ
9. **ACTION ON RESOLUTION 38-2025-AWARDING A BID TO ANDERSEN ASPHALT FOR AP4 SURFACE TREATMENT FOR ASPHALT FOR CERTAIN STREETS-JOHN WALLACE**
10. **ACTION ON RESOLUTION 39-2025-DECLARING A CERTAIN BACKHOE AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING THE DISPOSAL OF SUCH AS SURPLUS PROPERTY-SHAWN WARNKE**
11. **ACTION ON RESOLUTION 40-2024-EASEMENT ENCROACHMENT AGREEMENT BETWEEN WILSON IRRIGATION COMPANY AND WEST HAVEN CITY-SHAWN WARNKE**
12. **ADJOURNMENT**

*Emily Green*

**Emily Green, City Recorder**

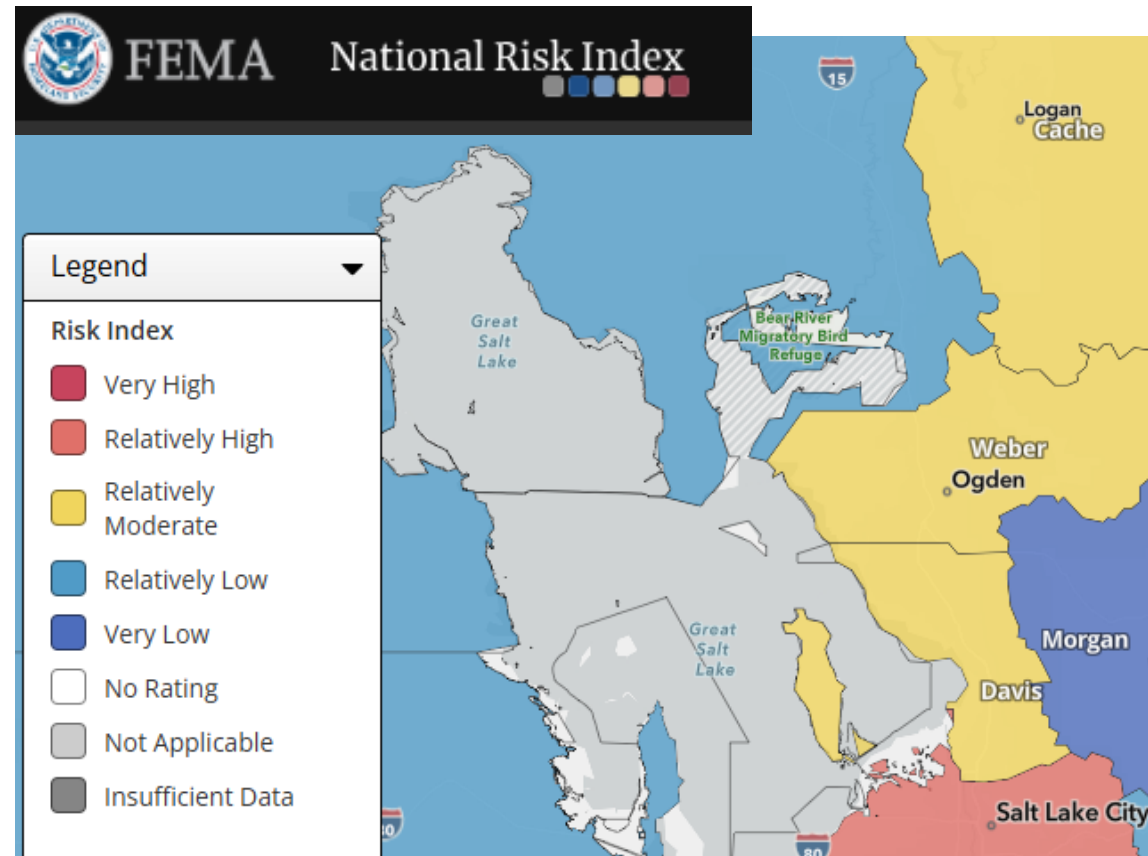
In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: [emilyg@westhavencity.com](mailto:emilyg@westhavencity.com) at least 48 hours 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

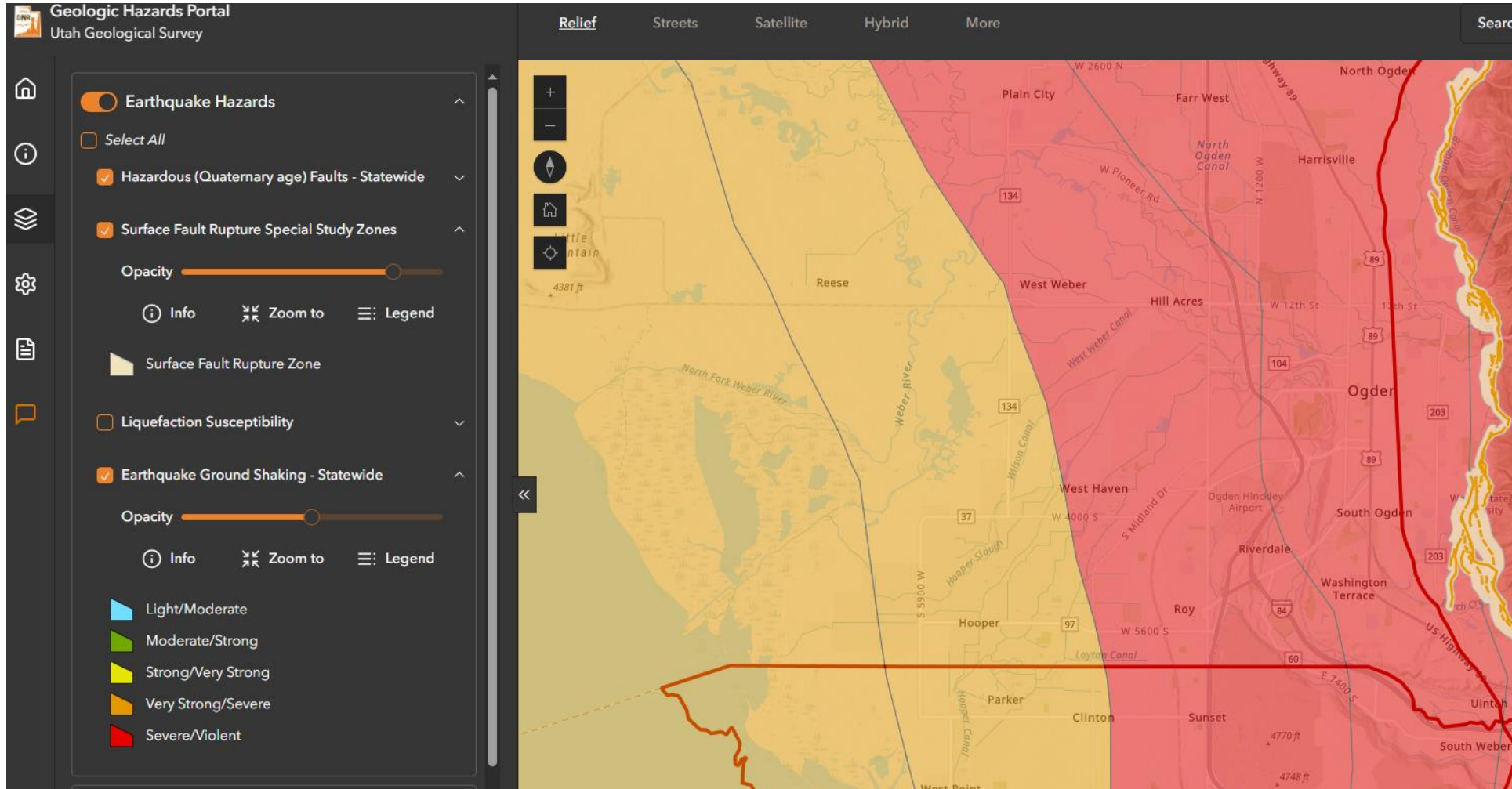
# WEST HAVEN CITY

## EMERGENCY OPERATIONS



# Threats to West Haven City

## Earthquake





# Seismic Integrity

Seismic codes and standards serve as the bedrock of structural resilience in earthquake-prone regions, underpinning the safety and durability of buildings and infrastructure.

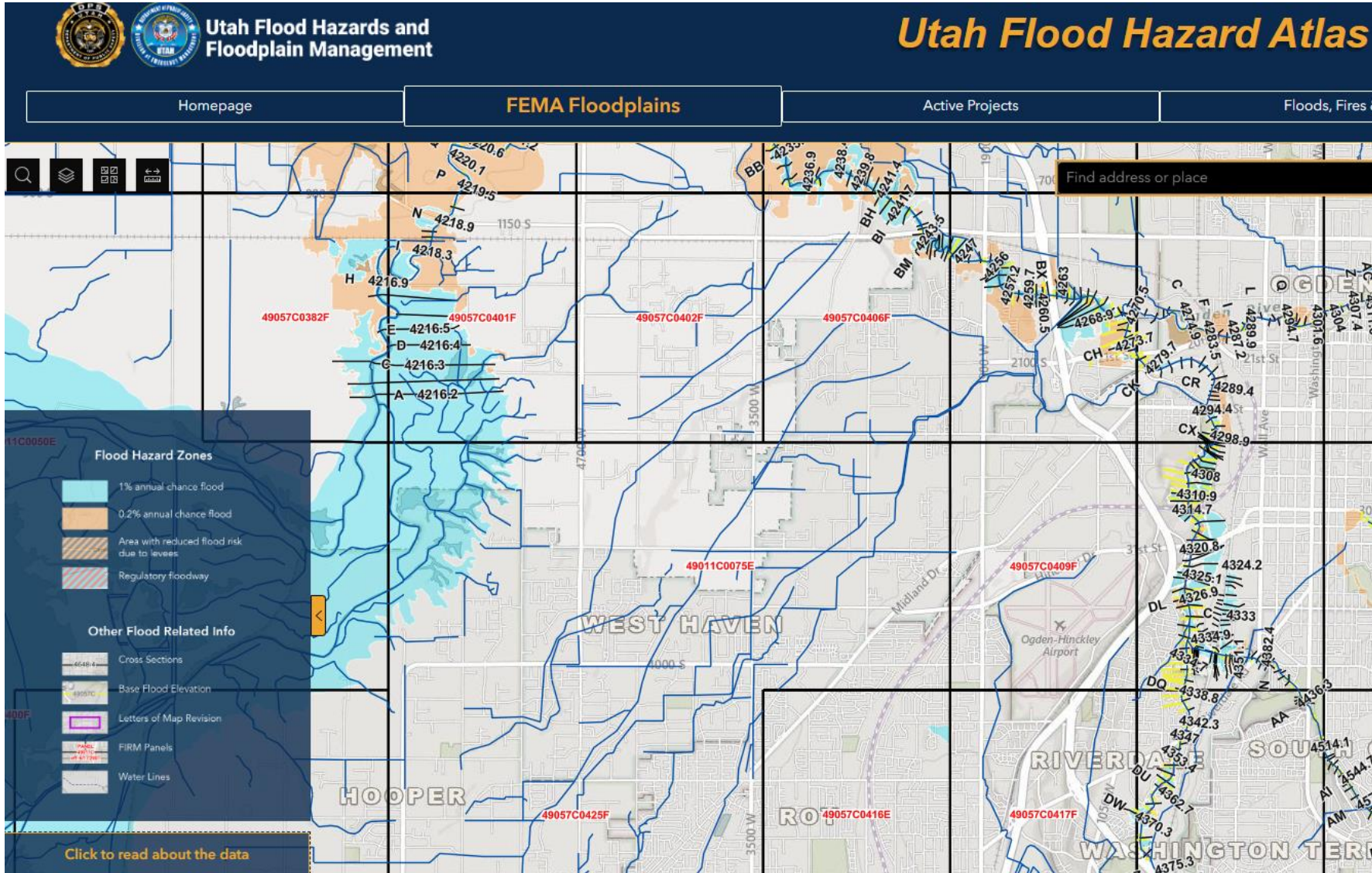
In the year 2000, the International Building Code (IBC), was published by the International Code Council intended to provide the country with a unified model building code. The seismic provisions were based on the 1997 NEHRP Provisions

Structures built after 1997





- Catastrophic Dam failure flood model

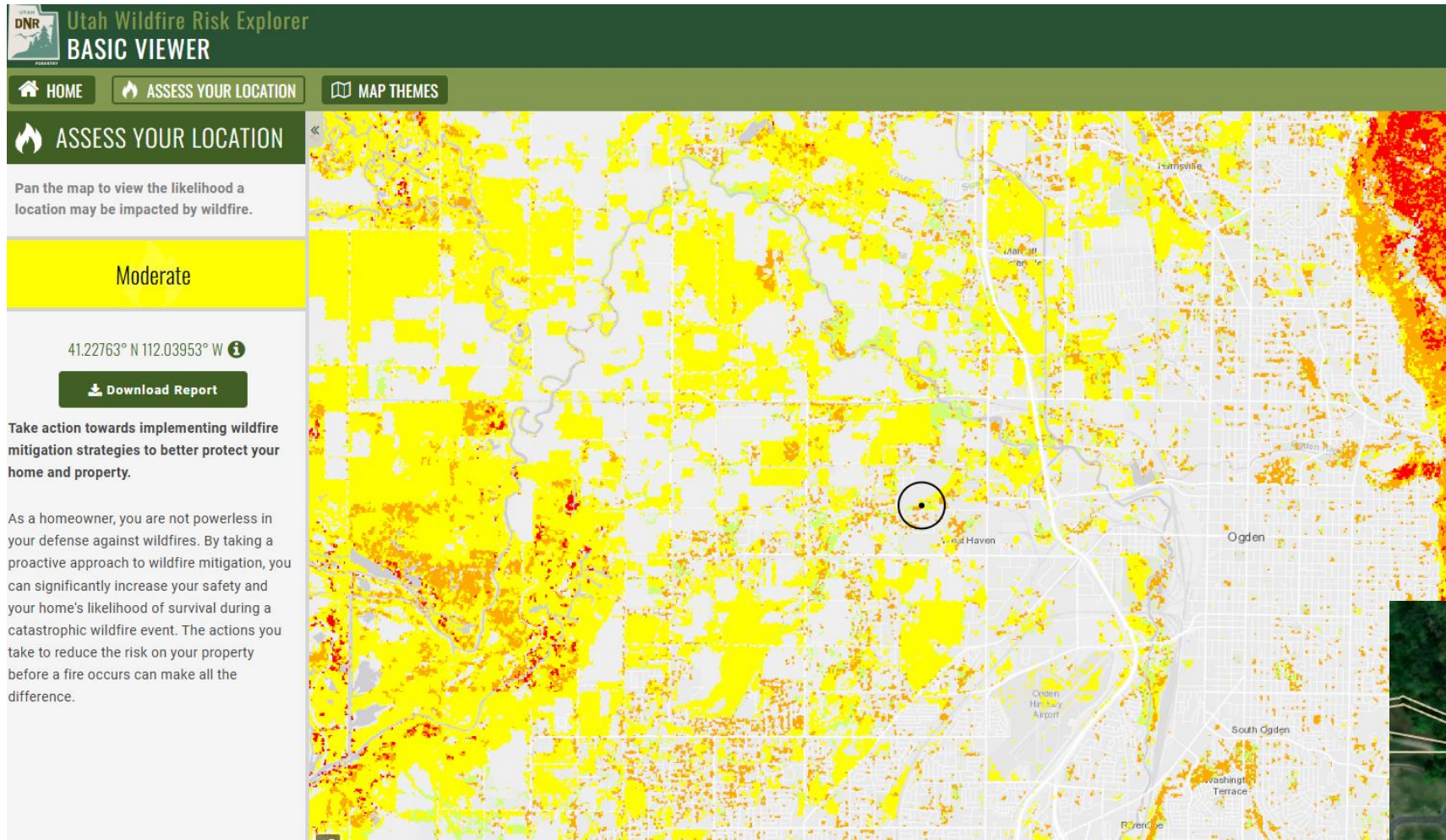




# Threats to West Haven City

## Wildfire

- Agricultural - Moderate
- Recreational - Low



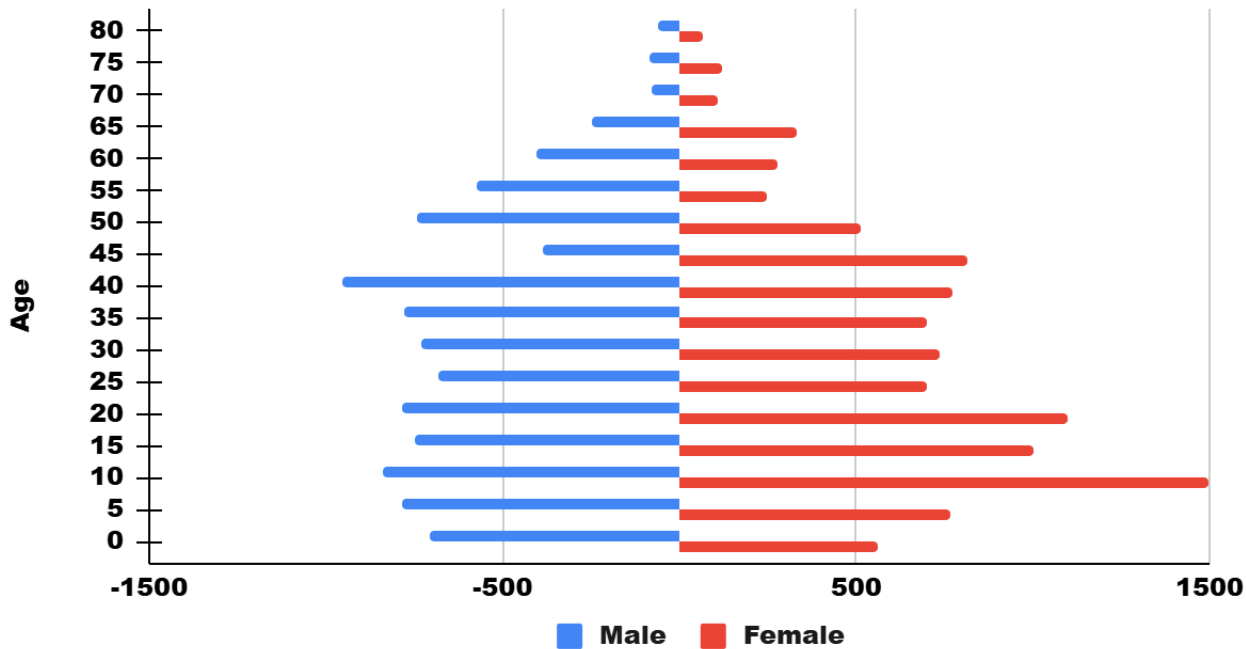


# Threats to West Haven City

- Sevier Weather
- Extreme Cold
  - Extreme Heat
  - Damaging Winds
  - Thunderstorms



West Haven 2024 Population



## Emergency Operations Staff Assignments

### Staff Training:

ICS 100 On line

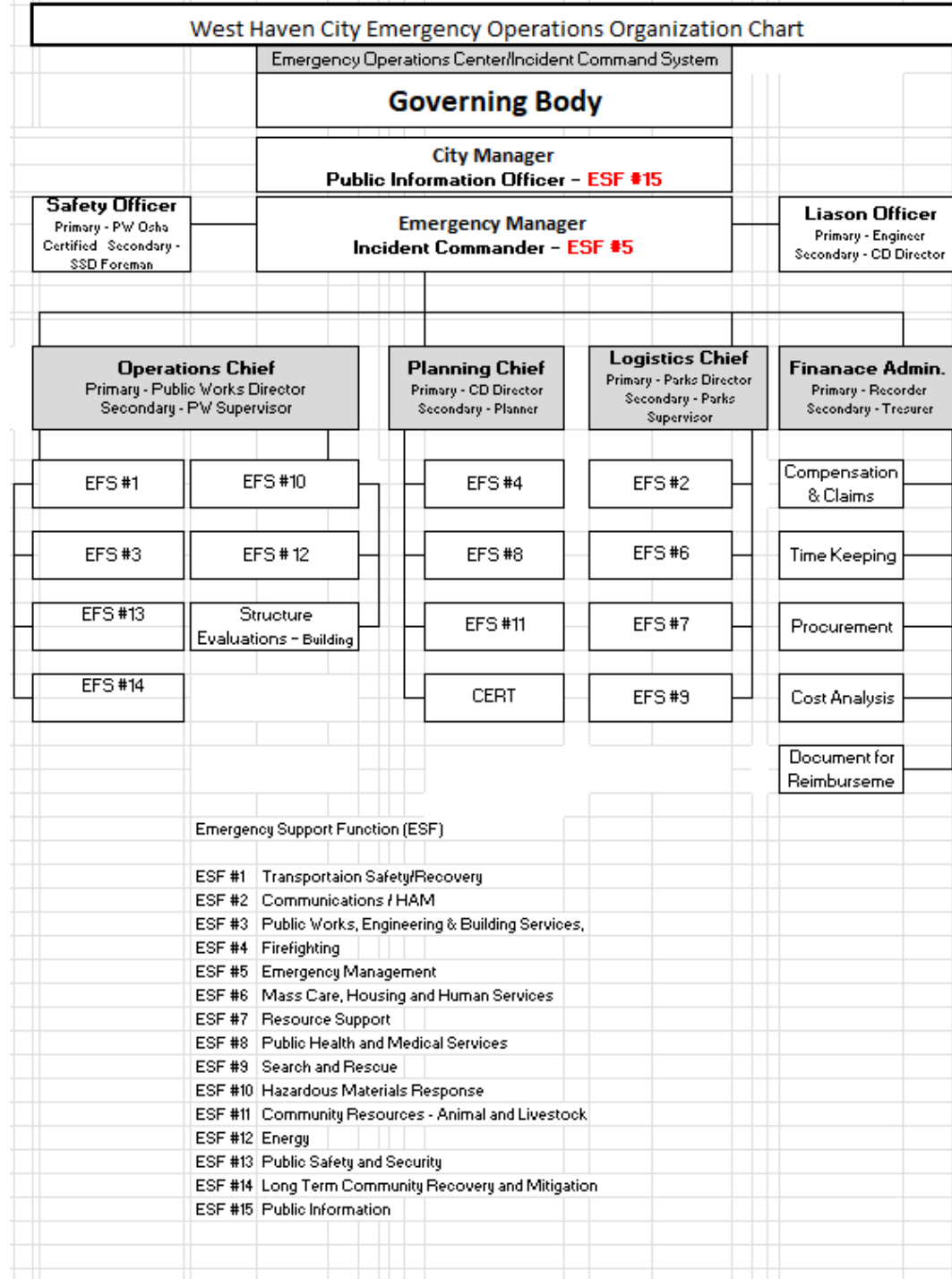
ICS 700 On line

ICS 200 On line

ICS 800 On Line

ICS 300 4 day in class

ICS 400 4 day in class



# Elected Officials Training Opportunity

## G 0402 NIMS Overview for Senior Officials (Executives, Elected, Appointed)



### Introduction

Local elected and appointed officials—subsequently referred to as “senior officials”—balance many responsibilities and are expected to serve in numerous roles to support and lead their jurisdiction. During emergencies, the public may see senior officials as responsible for the success or failure of disaster response and recovery efforts.

### Leading Communities Before, During and After Disasters

Senior officials make significant policy and resource decisions before, during and after disasters. In many ways, senior officials can make or break the success of disaster operations. Disaster response and recovery are more effective when senior officials are familiar with emergency management processes and have established relationships with their community’s emergency managers.

- Senior officials typically make key policy decisions, collaborate with emergency managers and communicate key information to the public, including use of sign language, closed captioning and foreign language interpretation.
- Emergency managers work with relevant agencies and organizations to assess and mitigate risks, respond to emergencies and carry out recovery activities.

### 3.5 Hours course

Upon completion of this course, students will be able to:

- Explain the course goals and objectives.
- Explain the National Incident Management System.
- Explain the NIMS Management Characteristics, the organizational structure of the Incident Command System, and the role of the Command and General Staff.
- Explain the attributes and purpose of Emergency Operations Centers.
- Explain the interconnectivity between the MAC Group, EOCs, the Joint Information System and Incident Command.
- Explain the Senior Official's role in preparedness.



# Preparedness progress

## Rocky Mountain JR High Triage



## Original Mass Casualties / CERT Supplies @ RMJH

- Signed MOU with WSD
- Removed dilapidated shed
- Removed unstable shelving
- Removed expired fluids
- Restored the generators and put them on a maintenance cycle
- Placed new container
- Put in and secured new shelving
- Refreshing contaminated supplies



## Mobile Mass Casualties Supplies

To be utilized:

- at Mountain View Jr. High for Triage
- On site disaster supplies

\*Finalizing balance of supplies.



## Emergency Management Goals for the next 12 months

1. Adopt submitted Federal Emergency Management Mitigation plan by resolution
2. Re-organize CERT program – implement trainings
  - Implement new RDA (Rapid Disaster Assessment)
3. Complete replacement and implementation of Mass Casualties/ CERT supplies at both locations
4. Update and keep current EOP information as plans, operations and contacts evolve.
5. Complete assigned staff FEMA training
6. Organize a West Haven City Preparedness Fair
7. Implement and train on POD's plan (Points of Distribution)
8. Apply for Grant to connect portable generator to City Shop (operate crane, welding equipment, warming station for workers)



## Staff Report

TO: Mayor and City Council  
FROM: Daniel Tanner  
DATE: Aug 6, 2025  
SUBJECT: Emergency Operations Plan Summary and Overview

## Background

The Emergency Operation Plan (EOP) was adopted in 2018, which purpose is to provide a detail plan on how the city would response to emergency situations. This report will provide a summary of key sections of the plan, including the roles in which the Mayor and City Council would play in an emergency.

The plan applies to West Haven City and is under the direction of the West Haven City Code Enforcement Officer, who serves as the city's Emergency Manager and has been given the authority and responsibility for the administration and operations of the city's emergency management. The Emergency Operations Plan (EOP) consists of a base plan and Emergency Support Function (ESF) Annexes. The base plan provides guidance for effective and efficient emergency event and disaster management response. It outlines a common organizational structure for response actions, roles and responsibilities and planning requirements. ESF annexes group city resources and capabilities into functional areas that are most frequently needed for support in a response. To support an effective response, all ESFs are required to have operational plans that include primary and support agencies. Further, the plan describes the role of the Emergency Operations Center (EOC) and the coordination that occurs within city departments, other response agencies and external partners.

The Emergency Manager is responsible for updating the EOP on a regular basis to reflect and address the changing needs within the city. The EOP complies with the National Incident Management System, in accordance with the National Response Framework, Incident Command System, and the Weber County Emergency Operations Plan.

The EOP is continually operational with changes in operational levels occurring under the following conditions:

- An incident occurs or is imminent
- A local state of emergency is declared

- As directed by the Emergency Manager or designee

All staff employed by West Haven City have the responsibility to become familiar with the EOP, and its components, which will serve as a guideline for information that can be used as a reference to complete assignments, and it will also provide guidance regarding documentation and official record keeping necessary before, during, and after an emergency event or disaster

## **Purpose**

The EOP establishes the framework for the comprehensive integration and coordination of the emergency response and recovery actions of all levels of government, volunteer organizations, and the private sector within the city. It is a guide for emergency events and disasters that may occur in West Haven City and outlines how to:

- Reduce the vulnerability of citizens within the community to loss of life, injury, damage, and destruction of property during emergency events and/or disasters.
- Prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies and disasters.
- Respond to emergencies using all systems, plans, and resources necessary to preserve the health, safety, and welfare of persons affected by the emergency.
- Assist the community in recovering from emergencies and disasters by providing for the rapid and orderly restoration and rehabilitation of persons and property affected by emergencies.
- Provide an emergency management system encompassing all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.

## **Scope**

The EOP establishes the fundamental policies, basic program strategies, assumptions, and mechanisms through which the city will mobilize resources and conduct activities to guide and support the community and seek assistance, when necessary, from Weber County during response, recovery, and mitigation.

It addresses the various levels of emergencies or disasters likely to occur and, in accordance with the magnitude of an event, the corresponding short-term and long-term response and recovery activities that the city may take in coordination with the county.

## **Phases of Emergency Management**

The plan incorporates the five mission areas identified in the National Preparedness Goal: prevention, protection, mitigation, response, recovery.

- Prevention – prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection – protect our citizens, residents, visitors and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive.
- Mitigation – Reduce the loss of life and property by lessening the impact of future disasters.
- Response – Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery – Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic event.

## Assumptions

It is recognized that the city is vulnerable to natural, technological, and human-caused hazards that threaten the health, welfare, and security of our citizens. The cost of response and recovery from potential disasters can be substantially reduced when attention is turned to mitigation action and planning.

In the event of a major disaster or emergency, a large number of fatalities and injuries may result. Many people may be displaced and incapable of providing food, clothing, and shelter for themselves and their families. Jobs may be lost with reduced prospects for future employment in the area. The economic viability of the city may be jeopardized.

Many private homes and businesses may be damaged or destroyed. The structural integrity of many public buildings, bridges, roadways, and facilities may be compromised. Water and utility infrastructure may be severely affected. Emergency response personnel may be hampered in the response efforts due to transportation problems, lack of electrical power, debris, and damaged, destroyed, or inaccessible local structures. Taking this into account, it may be assumed that:

- Emergency management coordination in West Haven is based on a bottom-up approach to response and recovery resource allocation (that is, local response efforts followed by county response efforts, then state response efforts, and finally federal government assistance) with each level exhausting its resources prior to elevation to the next level. The recovery of losses and/or reimbursements of costs from federal resources will require preparation and compliance with specific processes.
- The city will make every reasonable effort to respond in the event of an emergency or disaster. However, city resources and systems may be damaged, destroyed, or overwhelmed.
- The responsibilities and functions outlined in this plan are contingent upon information exchange, the extent of actual agency capabilities, and the availability of resources.
- Damages to infrastructure will likely affect structures and economic systems. Emergency response abilities will be diminished due to inaccessibility, potentially causing inconvenience or

overwhelming distress from temporary or delayed service interruptions. This may result in long-term economic losses due to the economic and physical limitations of recovery operations.

- The EOC will be staffed with representatives from city departments under the ESF concept. Some ESF functions may be coordinated through Weber County.
- Effective preparedness requires ongoing public awareness and education programs so that citizens will be prepared.
- Time of occurrence, severity of impact, weather conditions, population density, building construction, and secondary events such as fires, explosions, structural collapse, contamination issues, loss of critical infrastructure, and floods are a few of the significant factors that will affect casualties and damage.
- Disaster assistance from outside the city may take 72 hours or more to arrive.

## **Emergency Operations Center (EOC)**

The Emergency Operation Center (EOC) is the designated location where the city leaders and others meet to provide overall direction and support to emergency responders in the field, coordinate and manage resources and activities, disseminate information, and provide support to the community during an emergency.

West Haven City's EOC locations:

- 1) Primary location:  
West Haven City Hall, 4150 South 3900 West, West Haven, Utah
- 2) Secondary location:  
West Haven Maintenance Building, 2825 West 3300 South, West Haven, Utah

## **Activation of EOC**

The EOC is activated by the Mayor. If the Mayor is unavailable, the EOC is activated by any City official or Department Head following the "Continuity of Government" line of succession (see below). EOC activation should be strongly considered when requested by the Emergency Manager, Incident Commander, Public Safety, or Fire Department.

The line of succession for West Haven City's continuity of government is as follows:

1. Mayor
2. Council Member over Emergency Management
3. Mayor Pro-Tem
4. Any City Council member (in order of seniority)
5. Any Department Head



6. Any person, employee designated by the Mayor

## Incident Command System

West Haven City has adopted the National Incident Management System (NIMS) as the standard incident management structure. The Incident Command System (ICS) is the standard for on scene emergency management in West Haven. First responders utilize ICS to respond, for training and exercising. ICS is designed to aid in the management of resources during incidents. ICS is applicable to small and large/complex incidents. All operations within the EOC will be conducted using ICS.

## Policies

All emergency operations under will be undertaken in accordance with current city policy.

- West Haven Code Enforcement officer, serves as the Emergency Manager for the city and is responsible for the development of the EOP and coordination of the EOC.
- All city departments and agencies must be prepared to respond to emergencies and disasters even when government facilities, vehicles, personnel and political decision-making authorities are affected.
- County emergency plans and programs will integrate with the EOP to provide effective and timely support to the citizens in the event of a major disaster or emergency. All activity within the EOP structure shall be coordinated using the Incident Command System, and the National Incident Management System

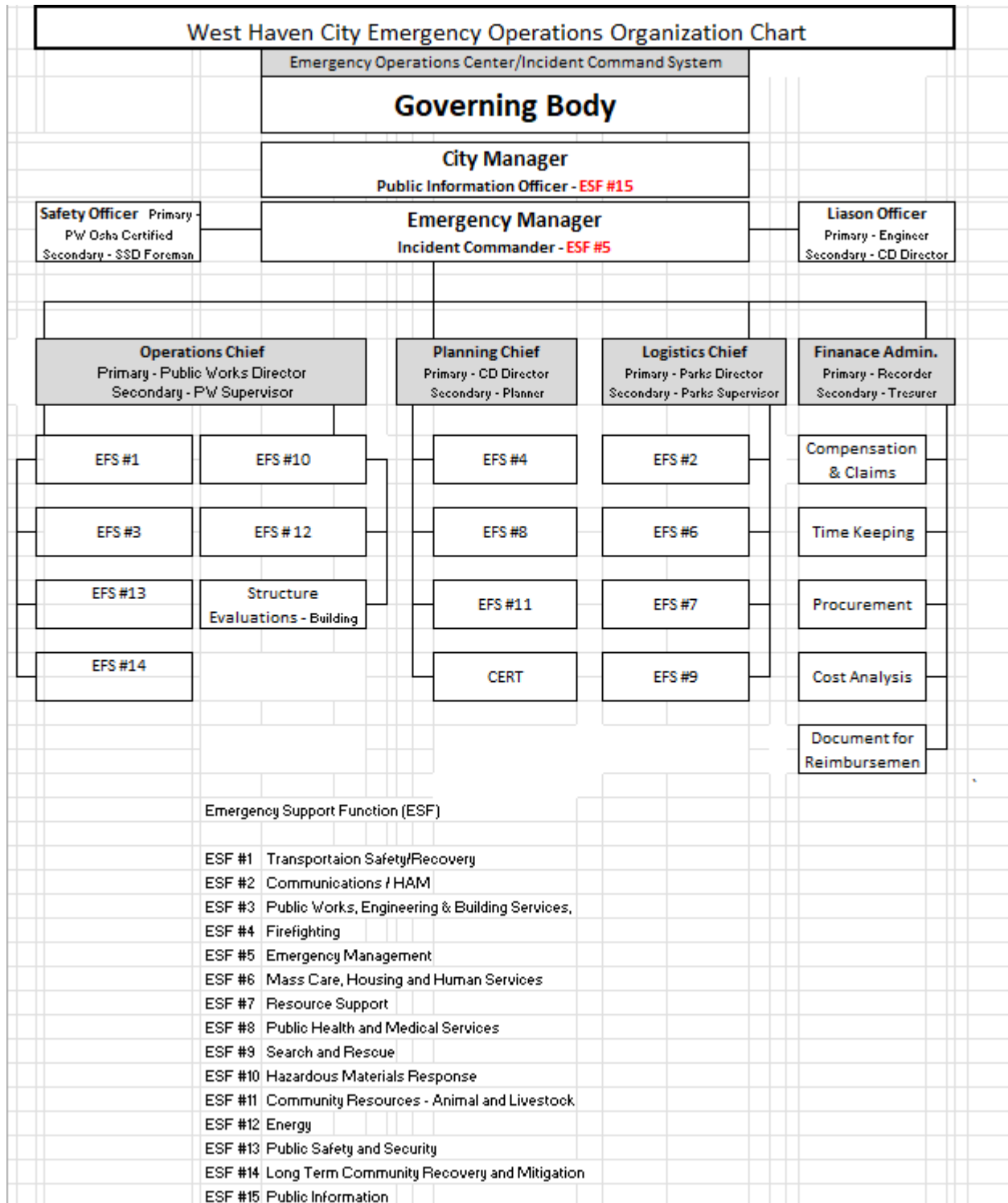
## Emergency Support Functions

The EOC is organized into 15 Emergency Support Function (ESF) annexes. ESFs are a grouping of city staff, departments, and supporting organizations which provide support, resources, and services that are needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal following domestic incidents.

These 15 types of assistance constitute the ESF teams and will serve under a section as designated under ICS, within the EOC structure. **See Table below.**

- Most city departments will be designated as primary agencies for each ESF according to authority, resources, and capability to coordinate emergency efforts in the field of each specific ESF.

- Primary agencies, with assistance from one or more support agency, are responsible for coordinating the activities of the ESF.
- The ESFs will coordinate within the EOC in executing and accomplishing their missions.



## **Administration and Logistics**

**Elected officials** have the responsibility for ensuring the public safety and welfare of the people of the city. They provide strategic guidance and resources during preparedness, response, and recovery efforts. A core obligation of city leaders is to work with the city's emergency manager to prepare and train for emergency events and disasters that may occur within the city.

During a disaster response, some administrative policies and procedures may need to be suspended, relaxed, or made optional. The City Council and/or Mayor will determine alteration of policies and procedures. The Council should carefully consider the consequences; suspensions of administrative policies and procedures should be limited and of the shortest duration practical under the circumstances.

## **Operational Concept**

West Haven City will use a simple Emergency Level Response System to:

- Help clarify the impact of the emergency on the city
- Alert city officials of the need to make a Disaster Declaration
- Alert city officials of the need for EOC activation

When an unexpected incident occurs that requires a response to protect life or property, the on-scene commander will notify the Mayor to discuss:

- Impact of the Event on the City and its resources
- Situation Status (what has happened, what is happening, what may happen)
- Resource Status (resources on-scene, resources en-route, resources needed)
- Need for declaration of Emergency Level

The Mayor makes the Disaster Declaration and determines the emergency level as appropriate.

## **Level 1 Emergency**

- Definition of a Level 1 Emergency** - Any unexpected occurrence that can be met with available city resources.
- Responsibility** - The primary decision-making responsibility rests with the department that would typically respond to the situation in collaboration with the Mayor. The responsible department is in charge of making decisions and coordinating response and recovery activities.
- Actions** - The responsible department shall set up an on-site command post as appropriate. No Disaster Declaration is made. The EOC is not activated.
- Notifications** - Mayor and others as appropriate, to include: City Council, Emergency Manager, City Manager, Department Heads, Weber County Sheriff's Office, Community Resource Officer, Weber County Fire, Weber County Emergency Manager, etc.

- E. **Press Relations** - Press relations will be handled by the Public Information Officer (“PIO”) or Mayor if PIO is not available.
- F. **Location** - Personnel will contact West Haven City for information.

## **Level 2 Emergency**

- A. **Definition of a Level 2 Emergency** - Any unexpected occurrence that **cannot** be met with available city resources.
- B. **Responsibility** - The primary decision-making responsibility rests with the Mayor in collaboration with the Emergency Manager. The nature of the emergency will require a cooperative effort between the Mayor, Emergency Manager, City Council, City Manager, Department Heads, and outside agencies that respond to and on behalf of the City.
- C. **Actions** - A Disaster Declaration is made by the Mayor. Set-up of an on-site command post is optional. EOC activation is optional.
- D. **Notifications** – Mayor, Emergency Manager, and others as appropriate, to include: City Council, Emergency Manager, Department Heads, Weber County Sheriff’s Office, Community Resource Officer, Weber County Fire, Weber County Emergency Manager, etc.
- G. **Press Relations** - Press relations will be handled by the Public Information Officer (“PIO”) or Mayor if PIO is not available.
- E. **Location** - Personnel will contact West Haven City for information.

**NOTE:** If a largescale evacuation (15 + homes) is required for an extended period of time, the emergency level is automatically changed from a Level 2 to Level 3 and the City EOC must be activated.

## **Level 3 Emergency**

- A. **Definition of a Level 3 Emergency** - Any unexpected occurrence that **overwhelms** the City’s response capabilities and resources. A Level 3 Emergency requires additional resources far beyond a “normal” response pattern. Such emergencies require a cooperative effort and a commitment of personnel, equipment, and/or resources from other agencies. The event is of such magnitude or duration that trying to deal with the emergency unilaterally will overwhelm or upset the normal working routine of the City’s responding departments or agencies.
- B. **Responsibility** - The primary decision-making responsibility rests with the Mayor acting through the EOC. The nature of the emergency will require a cooperative effort between the Mayor, City Council, Emergency Manager, Department Heads, and outside agencies that respond to and on behalf of the City.
- C. **Actions** - the Mayor (or Mayor’s designee) will make a Disaster Declaration and activate the EOC. Members of the EOC, under the direction of the Mayor, will organize and coordinate the City’s response. Those departments responsible for on-scene management will establish an on-site command post in accordance with the Incident Command System protocols and will notify the EOC and all responding agencies of the location of the Incident On-Site Command Post. The on-site command post will coordinate directly with the EOC.

- D. **Notification** - Mayor, City Council, Emergency Manager, Department Heads, and other agencies as appropriate, to include: Weber County Sheriff's Office, Community Resource Officer, Weber County Fire, Weber County Emergency Manager, etc.
- H. **Press Relations** - Press relations will be handled by the Public Information Officer ("PIO") or Mayor if PIO is not available.
- E. **Location** - Personnel will report to the EOC.

**NOTE:** The County EOC may also be activated to support the City EOC. If the County EOC is not activated, the County Emergency Manager may report to the City EOC for coordination and support.

The County Joint Information Center may be activated (with or without the County EOC being activated) to support the City's information needs.

## **Resources**

In the event of an emergency or disaster, West Haven City will coordinate its relief and emergency assistance efforts with the following protocols:

- Weber County Emergency Operations Plan
- Weber County Hazmat Plan
- Weber County Joint Information Center/Joint Information System Plan
- Weber County Animal Response Team Plan
- Weber County Disaster Medical Incident Response Plan
- Weber County Sheriff ARES Communication Team Plan
- Weber County School Emergency Plan
- Northern Utah Mutual Aid Agreement
- State of Utah Emergency Operations Plan



## WEST HAVEN CITY COUNCIL MEETING MINUTES

**July 16, 2025 6:00 P.M.**

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

Present:	
Rob Vanderwood	Mayor
Ryan Swapp	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:	
Nina Morse	Councilmember

### 5:00 Special City Council Meeting

- MEETING TO ORDER: MAYOR VANDERWOOD**  
*Mayor Vanderwood brought the meeting to order at 5:01 PM and welcomed those in attendance.*
- EXECUTIVE SESSION-**The Council will enter into a closed meeting for the purpose of discussing the character and professional competence of an individual; to be held in accordance with the provisions of Utah Code 52-4-205.

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

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

*Mayor Vanderwood said the executive session was used to discuss the character and professional competence of an individual.*

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

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

- ADJOURNMENT**

**Councilmember Swapp made a motion** to adjourn at 6:01 PM. **Councilmember Saunders** seconded the motion.

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

### 6:00 Regular City Council Meeting

- 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 6:03 PM and welcomed those in attendance.*

- OPENING CEREMONIES**

**A. PLEDGE OF ALLEGIANCE**

Councilmember Dixon

**B. PRAYER/MOMENT OF SILENCE**

Councilmember Swapp



3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue(s) presented.  
*No one came up at this time.*

4. **UPCOMING EVENTS**

Senior Lunch Bunch	July 30, 2025	11:30 AM
Music Circle	July 28, 2025	7:00 PM

*Councilmember Saunders said the Beautification Committee is working on the details of their Day of Service project. They plan on weeding at Poulter Pond.*

5. **COUNCIL UPDATES**

*Councilmember Dixon said it looks like the last workshop was well attended.*

*Councilmember Call confirmed.*

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

6. **ACTION ON CONSENT AGENDA**

A. CITY COUNCIL MINUTES	MEETING HELD	July 2, 2025
B. STAKER PARSON COMPANIES	\$78,802.78	Inv.#213976-5
C. STAKER PARSON COMPANIES	\$127,082.49	Inv.#214031-1
D. JACOBSEN BUILDING SERVICES	\$97,257.80	Inv.#724-119-06
E. SUNSET FARMS WEST HAVEN LLC	\$141,259.16	Storm Water Reimbursement

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

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

7. **PRESENTATION-WEST HAVEN DAYS REPORT-JULIE PRICE**

*Julie and Jon Price gave a report on the 2025 West Haven Days celebration.*

8. **ACTION ON RESOLUTION 37-2025-AWARDING THE BID FOR CHIP SEAL**

**Councilmember Dixon made a motion** to adopt resolution 37-2025 awarding the bid to Staker Parson in the amount of \$134,8392.50. **Councilmember Call** seconded the motion.

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

9. **PRESENTATION-CITY MANAGER AUDIT REPORT-4<sup>TH</sup> QUARTER-FISCAL YEAR 2025**

*Shawn Warnke presented the 4<sup>th</sup> quarter audit report.*

10. **ADJOURNMENT**

**Councilmember Call made a motion** to adjourn at 6:21 PM. **Councilmember Dixon** seconded the motion.

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

*Emily Green*  
City Recorder

Date Approved:

**City Council  
Staff Review Memo  
August 6, 2025**



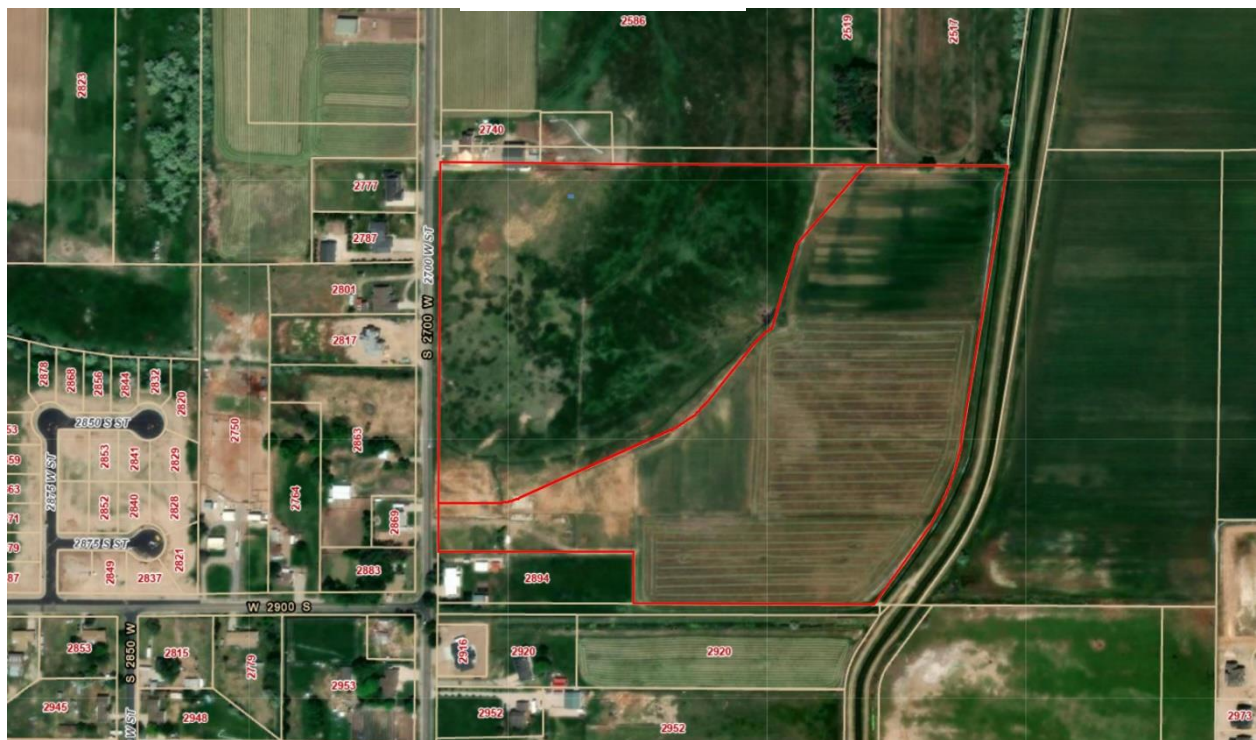
**Rezone 42.05 Acres of Property from A-2 to R-2**

**Request:** To rezone 42.05 Acres from A-2 to R-2  
**Property Address:** 2700 W 2800 S, Parcels #150960020 and 150960021  
**Property Zone:** A-2(Agriculture)  
**Property Size:** 42.05  
**Applicant:** Paul D Donaldson  
**Agent:** Fieldstone Construction and Management Services

**Governing Document(s):** WHC General Plan  
**Decision Type:** Legislative Recommendation  
**Staff Recommendation:** See Staff Comments Below

**Public Hearing Posting:** The public hearing was noticed and posted on July 7, 2025. The Hearing was held on July 23, 2025.

Figure 1: Site Areal





## I. Background

The applicants own approximately 42.05 acres of property (highlighted in red on the map above) at 2700 W and 2800 S. They have filed a Zoning Map Amendment Application with the City to rezone the listed parcels from A-2 and A-1 to R-2. The applicant has submitted a rough design of a possible future development if the zoning is approved. The purpose of the zone change would be to develop a single-family subdivision in the future.

### Surrounding Properties

Direction	Zone	Current Use
North	A-2	Single-family homes and agricultural land
East	A-2	Vacant and agricultural land
South	A-1	Single-family homes and agricultural land
West	A-2	Single-family homes and agricultural land

The zoning map attached below shows the zoning of the properties and the surrounding area.



## **II. General Plan Map**

The General Plan map has this area as “R-2 2 Units Per Acre-12,500 SQ FT Min”. This zone change would match the General Plan Map’s recommendation (see map attached to this report).

## **III. Primary Zone Differences**

Each zone has different development standards, which are described in West Haven City Code Sections [A-2 Zone 157.255-263](#), [A-1 Zone 157.230-240](#), and [R-2 Zone \(Residential\) 157.120-129](#).

A-2 Zones defined purpose and preferred use are as follows:

### **§ 157.255 PURPOSE AND INTENT.**

*The purpose of the A-2 Zone is to designate farming areas where agricultural pursuits and the rural should be promoted and preserved.*

*(Prior Code, § 18.02) (Ord. 2-92, passed - -1992)*

### **§ 157.256 AGRICULTURE PREFERRED USE.**

*Agriculture is the preferred use in Agricultural Zone A-2. All agricultural operations shall be permitted at any time, including the operation of farm machinery, and no agricultural use shall be subject to restriction because it interferes with other uses permitted in the Zone.*

*(Prior Code, § 18.04) (Ord. 2-92, passed - -1992)*

A-1 Zones defined purpose and preferred use are as follows:

### **§ 157.230 PURPOSE AND INTENT.**

*The purpose of the A-1 Zone is to designate farm areas which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment.*

*(Prior Code, § 16.02) (Ord. 2-92, passed - -1992; Ord. 10-2021, passed 2-17-2021; Ord. 05-2022, passed 3- -2022)*

### **§ 157.231 AGRICULTURE PREFERRED USE.**

*Agriculture is the preferred use in Agricultural Zone A-1. All agriculture operations shall be permitted at any time, including the operation of farm machinery, and no agricultural use shall be subject to restriction because it interferes with other uses permitted in the Zone.*

*(Prior Code, § 16.04) (Ord. 2-92, passed - -1992)*

While the R-2 purpose is defined as follows:

### **§ 157.120 PURPOSE AND INTENT.**

(A) To provide for areas in appropriate locations where quiet, moderate density residential neighborhoods may be established and protected.

(B) The regulations of this Zone are designed to promote compatible land uses consistent with a suburban environment enjoyed by residents within the Zone.

(C) With proper controls that ensure the integrity of the Zone, alternate forms of residential living are provided for by allowing flexibility in housing type, preference, and costs. (Prior Code, § 10.06.010) (Ord. 2-92, passed - -1992; Ord. 36-2019, passed 11-6-2019; Ord. 10-2020, passed 5-6-2020)

The primary difference between the A-1/A-2 and R-2 zones is density and preferred use. R-2 would allow “no more than two residential units per acre” with a minimum lot size of 12,500 sq. ft. with 17,000 sq. ft for lots contiguous to an A-1, A-2, or R-1 Zones, which would apply if the zone change were granted (See WHC Code 157.143).

A-2 would permit one unit for every 0.87 for single-family dwellings, with a minimum lot size of 40,000 square feet. This zone also permits most agricultural activities. A-1 would allow about 1.74 units per acre, with a minimum lot size of 20,000 square feet, and also permits most agricultural activities.

#### **Other Considerations:**

The National Wetland Inventory Map indicates that there may be wetlands on the property, as highlighted in green below. Possible wetlands would need to be delineated before development, which would be required regardless of the underlying zoning.



#### IV. Staff Findings

1. The Zoning Map labels this property as A-2 and A-1 (see the attached map below).
2. The General Plan Map has this property labeled as “R-2 2 Units Per Acre-12,500 SQ FT Min” (see attached map below), which matches the applicant’s request.
3. Notices for the public hearing were posted on July 7, 2025. The Public Hearing was held on July 23, 2025.
4. The Planning Commission has made a recommendation of denial (see the following section).
5. Any future development would need to meet West Haven Subdivision and Development standards, including improvements to the surrounding roadways and utilities.

#### V. Planning Commission Recommendation

The Planning Commission held a public hearing on July 23, 2025. There were multiple public comments received that expressed concerns with increasing the density and highlighted the sensitive and wetland areas on the property.

The Planning Commission recommended that the City Council deny the zone change, “finding that the natural feature of the property does not meet the purpose of the rezone.”

#### VI. Suggested Motion

Generally, staff recommends that the City follow the recommendations from the General Plan Map and other planning documents regarding zoning. However, the Planning Commission and City Council “*may rezone, or agree to rezone, the subject land to any other zone or zones deemed more appropriate when considering the master plan, citizen’s comments, and other factors, and which may allow some, or all, of the petitioner’s requested uses*” (§ 157.715(A)(3)). There are two different possible motions that the City Council could make:

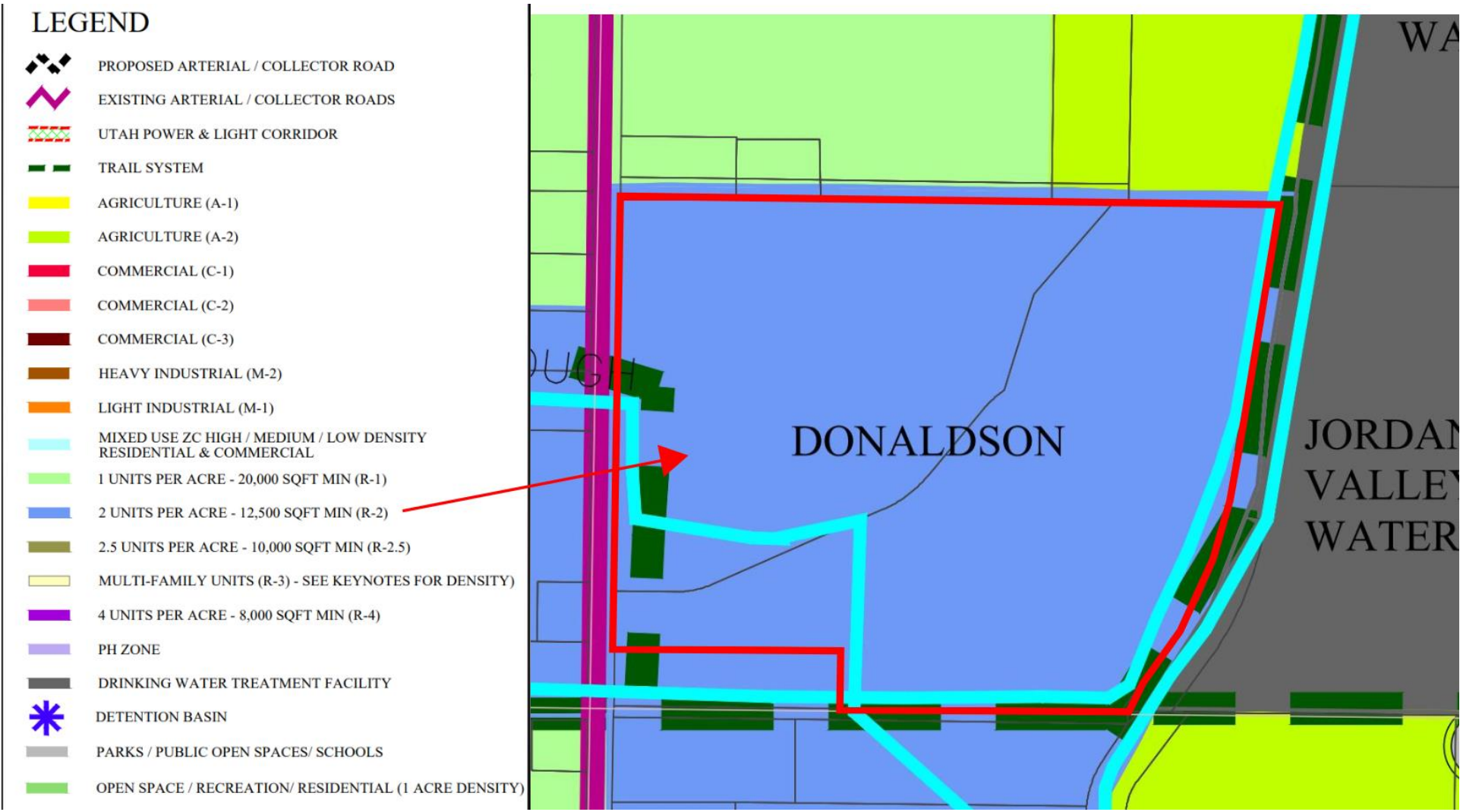
1. “*I make a motion that the City Council **Approve Ordinance \_\_\_\_-2025: the Donaldson Rezone Application, Parcels: Parcels #150960020 and 150960021, located at approximately 2700 W 2800 S, West Haven, finding the application’s request to rezone from A-2 and A-1 to R-2 conforms with the General Plan.***”

**OR**

2. “*I make a motion that the City Council **Deny Ordinance \_\_\_\_-2025: the Donaldson Rezone Application, Parcels: Parcels #150960020 and 150960021, located at approximately 2700 W 2800 S, West Haven, finding the application’s request to rezone from A-2 to R-2 that the request does not fill the purpose of the zone to create quiet, moderate density residential neighborhood and the that the natural features and possible wetlands on the property does not meet the purposes of the rezone.***”




















# General Plan Map

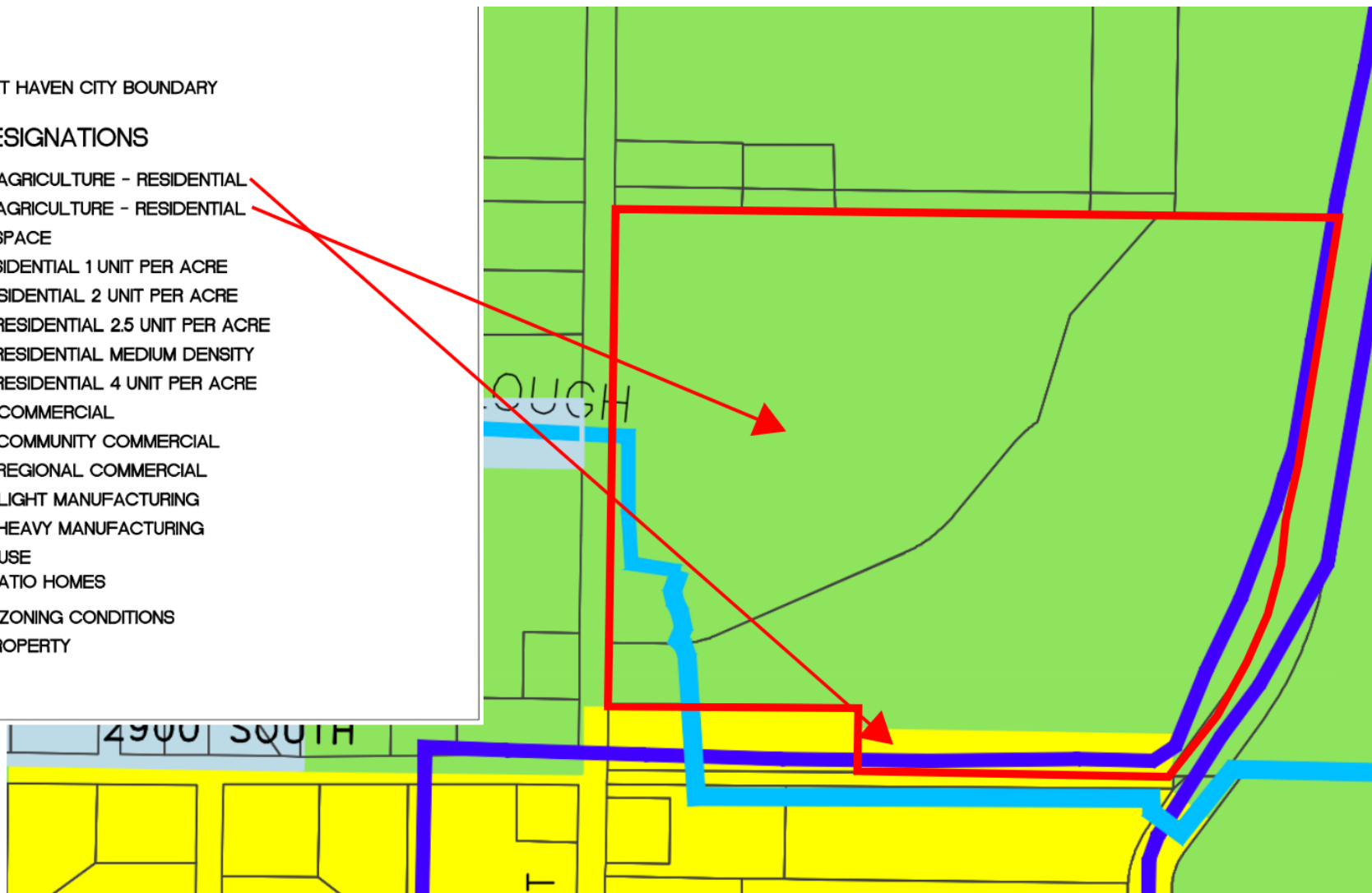


# LEGEND

— — — — — WEST HAVEN CITY BOUNDARY

## ZONING DESIGNATIONS

	A-1	AGRICULTURE - RESIDENTIAL
	A-2	AGRICULTURE - RESIDENTIAL
		OPEN SPACE
	R-1	RESIDENTIAL 1 UNIT PER ACRE
	R-2	RESIDENTIAL 2 UNIT PER ACRE
	R-2.5	RESIDENTIAL 2.5 UNIT PER ACRE
	R-3	RESIDENTIAL MEDIUM DENSITY
	R-4	RESIDENTIAL 4 UNIT PER ACRE
	C-1	COMMERCIAL
	C-2	COMMUNITY COMMERCIAL
	C-3	REGIONAL COMMERCIAL
	M-1	LIGHT MANUFACTURING
	M-2	HEAVY MANUFACTURING
		MIXED USE
	PH	PATIO HOMES
	ZC	ZONING CONDITIONS
		CITY PROPERTY



**ORDINANCE NO. 08-2025**

**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING  
CERTAIN PROPERTY WITHIN THE CITY FROM A-2 AND A-1 TO R-2,  
AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**Section 1 - Recitals:**

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

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

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

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

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

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

**WHEREAS**, upon petition to the West Haven City Planning Commission after the Planning Commission held a public hearing on July 23, 2025 and made a recommendation, the City Council determines it to be in the best interest of the City to change the existing zone of certain property from A-2 and A-1 to R-2 under the Ordinances of the City; and,

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

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

**Zoning Changes:**

These described lands and premises within the boundaries of the City are re-zoned from **A-2 and A-1 to R-2**, and the Zoning Map is amended to indicate:

**Owners: Paul D Donaldson Trust 50% ETAL**

**Parcel #'s 150960021**

**Total Acreage Approx. 19.09 Acres**

**Description:**

**BEGINNING AT A POINT NORTH 150.00 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 140.00 FEET; THENCE EAST 187.43 FEET TO THE POINT OF TANGENCY WITH A 220.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 91.193 FEET; THENCE NORTH 66°15' EAST 469.43 FEET TO THE POINT OF TANGENCY WITH A 310.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 143.379 FEET; THENCE NORTH 39°45'00" EAST 217.62 FEET TO THE POINT OF TANGENCY WITH A 240.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 70.70 FEET THROUGH A CENTRAL ANGLE OF 16°52'42"; THENCE NORTH 17°00' EAST 253.59 FEET; THENCE NORTH 38°26'14" EAST 316.73 FEET; THENCE SOUTH 89°17' WEST 1682.24 FEET; THENCE SOUTH 1003.10 FEET TO THE POINT OF BEGINNING.**

**And**

**Owners: Paul D Donaldson Trust 50% ETAL**

**Parcel #'s 150960020**

**Total Acreage Approx. 22.96 Acres**

**Description:**

**BEGINNING AT A POINT NORTH 150.00 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING**

THENCE NORTH 140.00 FEET; THENCE EAST 187.43 FEET TO THE POINT OF TANGENCY WITH A 220.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 91.193 FEET; THENCE NORTH 66°15' EAST 469.43 FEET TO THE POINT OF TANGENCY WITH A 310.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 143.379 FEET; THENCE NORTH 39°45'00" EAST 217.62 FEET TO THE POINT OF TANGENCY WITH A 240.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 70.70 FEET THROUGH A CENTRAL ANGLE OF 16°52'42"; THENCE NORTH 17°00' EAST 253.59 FEET; THENCE NORTH 38°26'14" EAST 316.73 FEET; THENCE NORTH 89°17' EAST 400.37 FEET TO THE WESTERLY LINE OF A CANAL RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 8°09'23" WEST 770.00 FEET TO THE POINT OF TANGENCY WITH A 670.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 322.36 FEET; THENCE SOUTH 35°43'23" WEST 276.20 FEET TO THE POINT NORTH 89°32' EAST 1292.49 FEET FROM SAID WEST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°32' WEST 687.69 FEET; THENCE NORTH 150.00 FEET; THENCE SOUTH 89°32' WEST 604.80 FEET TO THE POINT OF BEGINNING. CONTAINING 23.0361 ACRES.

#### **Section 2 - Repealer of Conflicting Enactments:**

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

#### **Section 3 - Prior Ordinances and Resolutions:**

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

#### **Section 4 - Savings Clause:**

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

#### **Section 5 - Date of Effect**

**BE IT FURTHER ORDAINED** this Ordinance will become effective on the 6th day of August 2025 and after publication or posting as required by law.

DATED this 6th day of August 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. 08-2025**, entitled “**AN ORDINANCE OF WEST HAVEN CITY UTAH REZONING CERTAIN PROPERTY WITHIN THE CITY FROM A-2 TO R-2, AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**” adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on August 6, 2025 which appears of record in my office, with the date of posting or publication being August 6, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 6<sup>th</sup> day of August 2025.

---

Emily Green  
City Recorder



# ZONING MAP AMENDMENT APPLICATION

West Haven City Planning Commission

4150 S 3900 W West Haven, UT 84401

801-731-4519

Existing Zone A-2 Proposed Zone R-2 No. of acres/Sq. Ft. 42.05

Property Address 2700 W 2800 Parcel # 150960020 and 150960021

What use is requested Zone change from the A-2 zone to the R-2 zone to align with the General Plan Map and to allow for a subdivision of detached single-family homes

Owners Name Paul D Donaldson

Agent Name Fieldstone Construction and Management Services

Signed: [Signature] Date: 6.13.25  
(Owner/Petitioner)

I authorize JARED PAYNE - FIELDSTONE HOMES to act as my representative in all matters relating to this application.

[Signature]  
(Owner)  
[Signature]  
(Agent as Authorized by Owner)

State of Utah )

§

County of SALT LAKE )

On this 13 day of June, in the year 2025, before me,

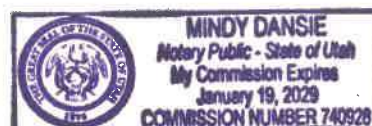
Mindy Dansie

a notary public, personally appeared Jared Payne, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

[Signature]



**SEE ATTACHED  
FOR NOTARY**



# All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

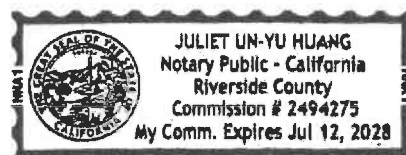
State of California

County of **Riverside**

On **06/12/2025** before me, **Juliet Un-Yu Huang, notary public** (here insert name and title of the officer),  
personally appeared **Paul D Donaldson**

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand and official seal.

Signature

A handwritten signature in dark ink, appearing to read 'Paul D Donaldson', written over a horizontal line.

## For Bank Purposes Only

Description of Attached Document

Type or Title of Document **Zoning Map Amendment Applications**

Document Date \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

Account Number (if applicable) \_\_\_\_\_



FO01-000DSG5350CA-01

# SKYLINE Zone R-2 Concept Sketch



06.10.2025

WEST HAVEN PLANNING COMMISSION:

KENNETH BALDWIN, RANDY & THELMA ISAACSON OWN THE LAND DIRECTLY NORTH OF DONALDSON PROPERTY #150960020 AND 150960021 PROPOSED DEVELOPMENT. BALDWIN'S HAVE LIVED AT THIS LOCATION FOR 60 YEARS AND RANDY AND THELMA FOR 31 YEARS.

KNOWING THE HISTORY OF THE WETLAND, WE WERE SURPRIZED THAT THE CITY IS CONSIDERING ALLOWING A SUBDIVISION THERE. EVERY SPRING WE HAVE SEEN 6 INCHES TO A FOOT OF WATER STANDING ON THIS LAND FOR 2 OR 3 MONTHS.

WE HAVE HORSES AND CATTLE ON OUR LAND SO IF YOU APPROVE THIS WETLAND AREA FOR A SUBDIVISION. WE HOPE YOU WILL REQUIRE A SECURITY FENCE, BE INSTALLED BETWEEN DONALDSON'S AND OUR LAND. THAT WOULD KEEP CHILDREN FROM COMING ON OUR LAND AND OUT OF DANGER FROM THE COWS AND HORSES.

*Kenneth Baldwin Randy & Thelma Isaacson*

KENETH BALDWIN. RANDY AND THELMA ISAACSON

Kenleona53@gmail.com

*Randy @ brushbrotherspaint.com.*

*Date signed 6-29-2025*



# City Council Staff Review Memo

August 6, 2025



## ALTERNATE MATERIALS APPROVAL

**Request:** Review and consider alternate materials for the elevation of a Commercial Supply Warehouse

**Property Address:** Parcel# 157790001

**Property Zone:** Commercial C-3

**Property Size:** 1.8 acres

**Applicant:** Cascade Holdings LLC. Agent Fernando Perez

**Governing Document(s):** WHZC 157.290-294; 157.630-640; 157.730-737

**Decision Type:** Administrative

**Staff Recommendation:** See comments under "Staff Review"



## **Background**

The City received an application for a commercial supply warehouse at 2160 W 2100 W. Cascade Holdings is a construction company looking to build a new 15,000 sq. ft. warehouse and office space for its regional operation. The applicant received approval of the preliminary site plan and Conditional Use Permit on January 22, 2025, and received final site plan approval by the Planning Commission on July 23, 2025, conditioned on the Council's approval of alternate materials or full compliance with listed materials and features. As part of the application, the applicant requested that the City consider alternate materials and features for the façade. By code (highlighted in this report), each commercial facility is required to provide a certain percentage of primary materials for the front of each building, and then upgraded architectural features for the front, and to a lesser extent, the sides and rear of the building. The code provides a list of pre-approved features and materials. Still, this list is not all-inclusive, providing a way for applicants to request consideration of features and materials not listed. The code requires the Planning Commission to review these alternatives and make a recommendation to the City Council. The Planning Commission on July 23, 2025, reviewed and made a recommendation for approval of the proposed alterations. It is now being presented to the Council for your consideration.



### **Building/site layout/Elevation**

The building has three materials along the front façade: 30% metal paneling, 16% stone, and 54% Insulated Metal Panels (IMPS). This meets the minimum of 60% of primary materials. There are breaks within the facades with stone along the lower section, and the IMPS covering the middle of the building, where the offices are located.

The applicant has provided “DECORATIVE ENTRY CANOPIES [CONSTRUCTED WITH TIMBERS], STONE WAINSCOT, AND CLERESTORY WINDOWS AS ARCHITECTURAL ELEMENTS FOR 15% OF FRONT ELEVATION”. The applicant has also provided decorative stone, windows, and canopies around the side and rear of the building to propose meeting the 5% upgraded architectural features requirement. The applicant recognizes that windows and rock work are considered primary materials, but they are not listed as upgraded architectural features (see below). The applicant has asked the City to consider and approve the alternate materials as allowed by the code.

#### **Items for Consideration:**

1. As shown in the code below, if the City grants approval, it must find that the “requested material is comparable to or superior” to the other features.
2. Windows/glass and rock are considered primary materials
3. West Haven City code does not require any primary materials on the sides or rear of buildings; the rock work and decorative windows would be an upgrade to those façades.
4. The front façade requires that 60% be composed of primary materials; the applicant is showing 70%.
5. The upgraded materials are supported by approved features, such as timbers and canopies. However, it is not clear that the front façade timbers and canopies make up the complete 15% but may be closer to 10%.

The following code sections pertain to the City’s façade standards. Staff has highlighted the applicable sections:

#### ***§ 157.734 DESIGN REQUIREMENTS.***

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

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

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



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

(C) *Materials list and architectural features.*

(1) *Primary materials. Shall include, but are not limited to:*

- (a) *Architectural insulated metal panels;*
- (b) *Brick;*
- (c) *Concrete masonry unit (CMU), if it is textured to have the appearance of a different material;*

(d) *Glass;*

(e) *Rock;*

(f) *Stone (may be natural or manufactured);*

(g) *Fiber cement siding, if used in a craftsman style of architecture; and*

(h) *Engineered wood siding, if used in a craftsman style of architecture.*

(2) *Secondary materials. May include, but shall not be limited to:*

(a) *Concrete;*

(b) *Non-insulated corrugated and ribbed metal;*

(c) *Fiber cement siding, if used in a non-craftsman architectural style;*

(d) *Engineered wood siding, if used in a non-craftsman architectural style;*

(e) *Stucco;*

(f) *Tile; and*

(g) *Wood.*

(3) *Upgraded architectural features. May include, but shall not be limited to:*

(a) *Alternating brick patterns;*

(b) *Archways;*

(c) *Awnings;*

(d) *Bays;*

(e) *Canopies;*

(f) *Corbels;*

(g) *Cornices;*

(h) *Decorative art (must be permanent);*

(i) *Donners;*

(j) *Pillars;*

(k) *Porte Cocheres;*

(l) *Porches;*

(m) *Porticos;*

(n) *Shutters; and*

(o) *Timbers.*

(4) *Minimum. Developers shall have a minimum of three different building materials, not including those which are considered upgraded architectural features.*

(5) *Alternative materials. Upon recommendation of the Planning Commission, the City Council may approve alternative materials if the Council makes specific findings that the*

*requested material is comparable to or superior to a listed, approved material for the specific development or remodeling project proposed.*

(Note: Section (5) seems to apply to just materials; however, under section (3), it states that those items are not limited to just those features listed, like the two sections above. Because of this, the staff believes section (5) would also apply to section (3).)

### **Planning Commission Recommendation**

The Planning Commission heard this request on July 23, 2025, and made the following recommendation to the City Council:

The Planning Commission recommended that the City Council approve “the proposed alternate materials and features, finding that the addition of the rock and decorative windows are comparable to those upgraded features, and that the applicant exceeded the minimum amount of primary materials by an additional 10% for the front façade of the building, in additions that these alternate materials and features are supported by listed features and materials.”

### **Staff Recommendation**

The code gives the decision of alternative materials to the City Council after the Planning Commission provides a recommendation. Staff has included two possible motions below for the City Council to consider. Generally, the proposed façade treatments and materials, though not strictly listed, do provide some upgrades to the façade work and are worth considering.

### **Proposed Motion for the City Council**

Here are two possible motions for the applicant’s material request:

#### **Approval**

“I motion that the City Council approve of the proposed alternate materials and features, finding that the addition of the rock and decorative windows are comparable to those upgraded features, and that the applicant exceeded the minimum amount of primary materials by an additional 10% for the front façade of the building, in additions that these alternate materials and features are supported by listed features and materials.”

OR

#### **Denial**

“I motion that the City Council deny the proposed alternate materials and features, finding that the proposed upgrade features are not comparable or superior since these upgrades are listed within the primary materials sections.”

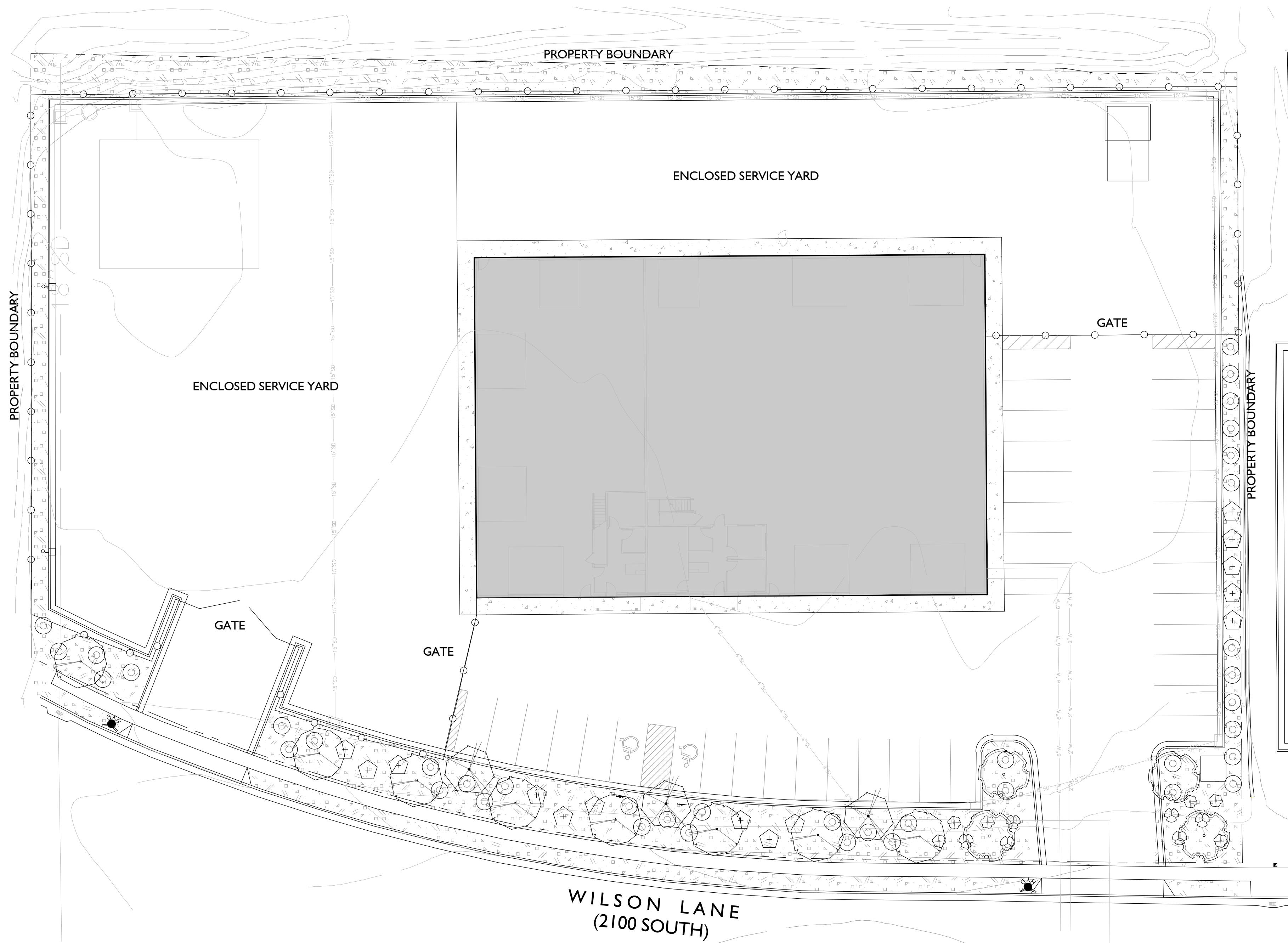




ISSUE DESCRIPTION	DATE
	6.03.2025

REV. DESCRIPTION	DATE

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#### LANDSCAPE GENERAL NOTES

- Contractor shall locate and verify the existence of all utilities within project area prior to commencement of work.
- Do not commence planting operation until rough grading has been completed.
- All plants shall bear the same relationship to finished grade as the original grade before digging.
- Pre-emergent herbicide shall be used prior to placement of all rock and gravel areas.
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
- All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
- Planting pits for trees and plants to consist of 1 part topsoil to 1 part native soils. Excavate twice the size of the rootball for planting pits.

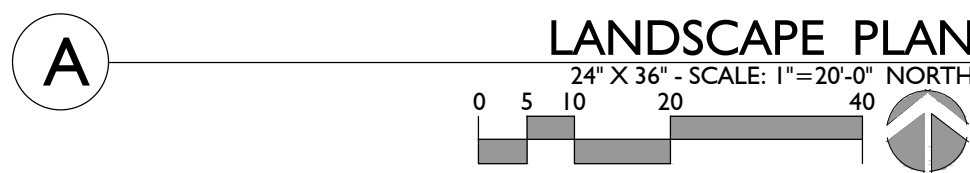
#### LANDSCAPE SUMMARY

SITE AREA	78,314 S.F. - 100%
LANDSCAPE AREA	7,750 S.F. - 10%
TREES REQD. - 1 / 400S.F.	19 TREES
SHRUBS REQD. - 1 / 200 S.F.	39 SHRUBS
MIN. 50% LIVE MATERIAL COVERAGE	

#### LANDSCAPE SCHEDULE

Sym	Qty	Scientific Name	Common Name	Size	Drought Tolerant*
		DECIDUOUS TREES			100%
	3	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" Cal.	Yes
	4	Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	2" Cal.	Yes
	8	Zelkova serrata 'Mushashino'	Mushashino Zelkova	2" Cal.	Yes
		DECIDUOUS SHRUBS			100%
	40	Rhus aromatica 'Gro Low'	Grow Low Sumac	2 Gal.	
		ORNAMENTAL GRASSES			100%
	14	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.	
		PERENNIALS			100%
	6	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies	1 Gal.	Yes
	6	Perovskia atriplicifolia	Russian Sage	1 Gal.	Yes
		MULCH			
	11,448 S.F.2"	Over DeWitt PRO5 Weed Barrier		3" Min.	

\* - Drought Tolerant Plants as Selected from WBWCD Plant List



CASCADE WEST HAVEN  
2160 WEST 2100 SOUTH  
WEST HAVEN, UTAH

PRELIMINARY

LANDSCAPE  
PLAN

L101





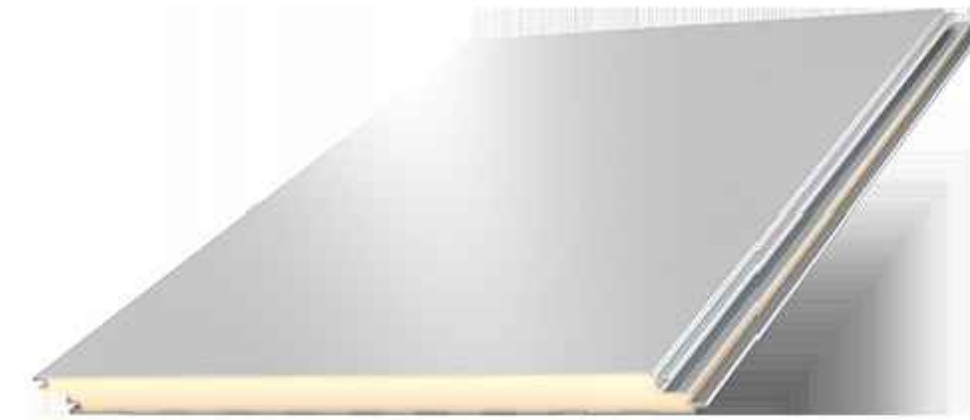
D1  
P201  
PERSPECTIVE VIEW  
SCALE: NTS



1  
RIBBED METAL PANELING - GRAY (TO BE FINALIZED)



2  
WHITE TUMBLED LIMESTONE WAINSCOT (TO BE FINALIZED)



3  
INSULATED METAL PANEL (IMPS) - WHITE (TO BE FINALIZED)



C2  
P201  
SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

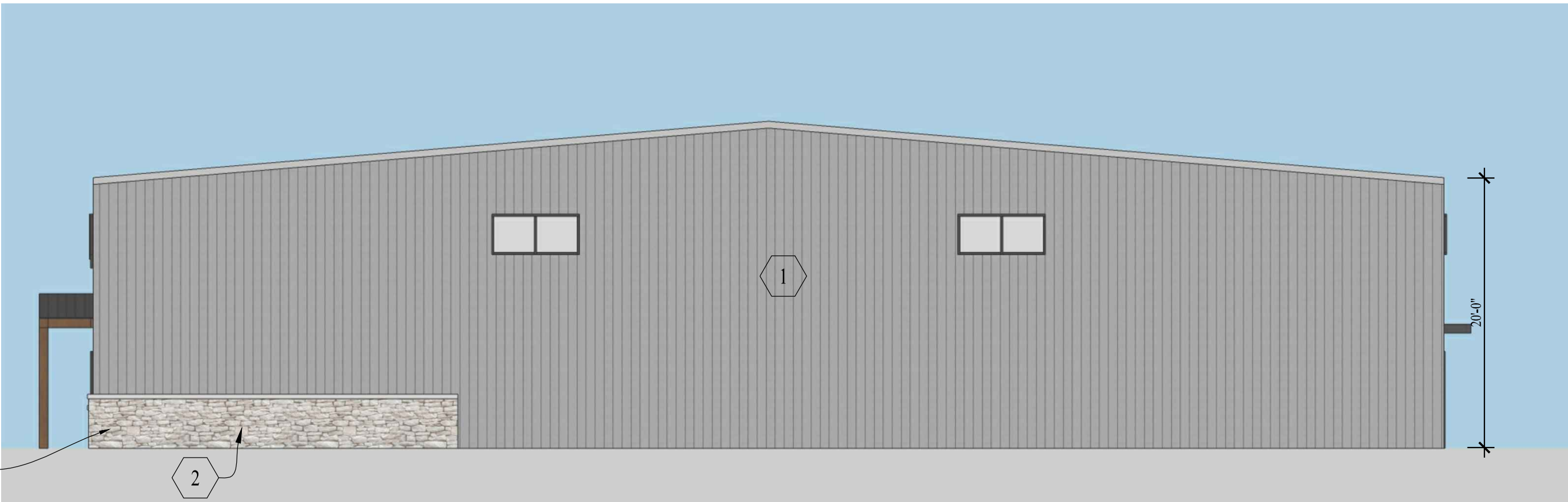
MATERIAL PRECENTAGES TABLE:

ELEVATION	METAL PANELING	STONE	IMPS
SOUTH	30%	16%	54%
WEST	94%	6%	0%
EAST	95%	5%	0%
NORTH	100%	0%	0%

DECORATIVE ENTRY CANOPIES, STONE WAINSCOT, AND CLERESTORY WINDOWS ADDED AS ARCHITECTURAL ELEMENTS FOR 15% OF FRONT ELEVATION



B1  
P201  
WEST ELEVATION  
SCALE: 1/8" = 1'-0"



B4  
P201  
EAST ELEVATION  
SCALE: 1/8" = 1'-0"



A2  
P201  
NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

DECORATIVE CANOPIES AND CLERESTORY WINDOWS ADDED AS ARCHITECTURAL ELEMENTS FOR 5% MIN. OF ELEVATION

MARK	ISSUE DESCRIPTION	ISS. DATE	REV. DESCRIPTION	REV. DATE
01	SITE PLAN	07.16.2025		

ORDER  
ARCHITECTURE

T 801.597.7641  
4478 W DORENA LN  
SOUTH JORDAN, UT 84009  
paul@order-arch.com  
www.order-arch.com

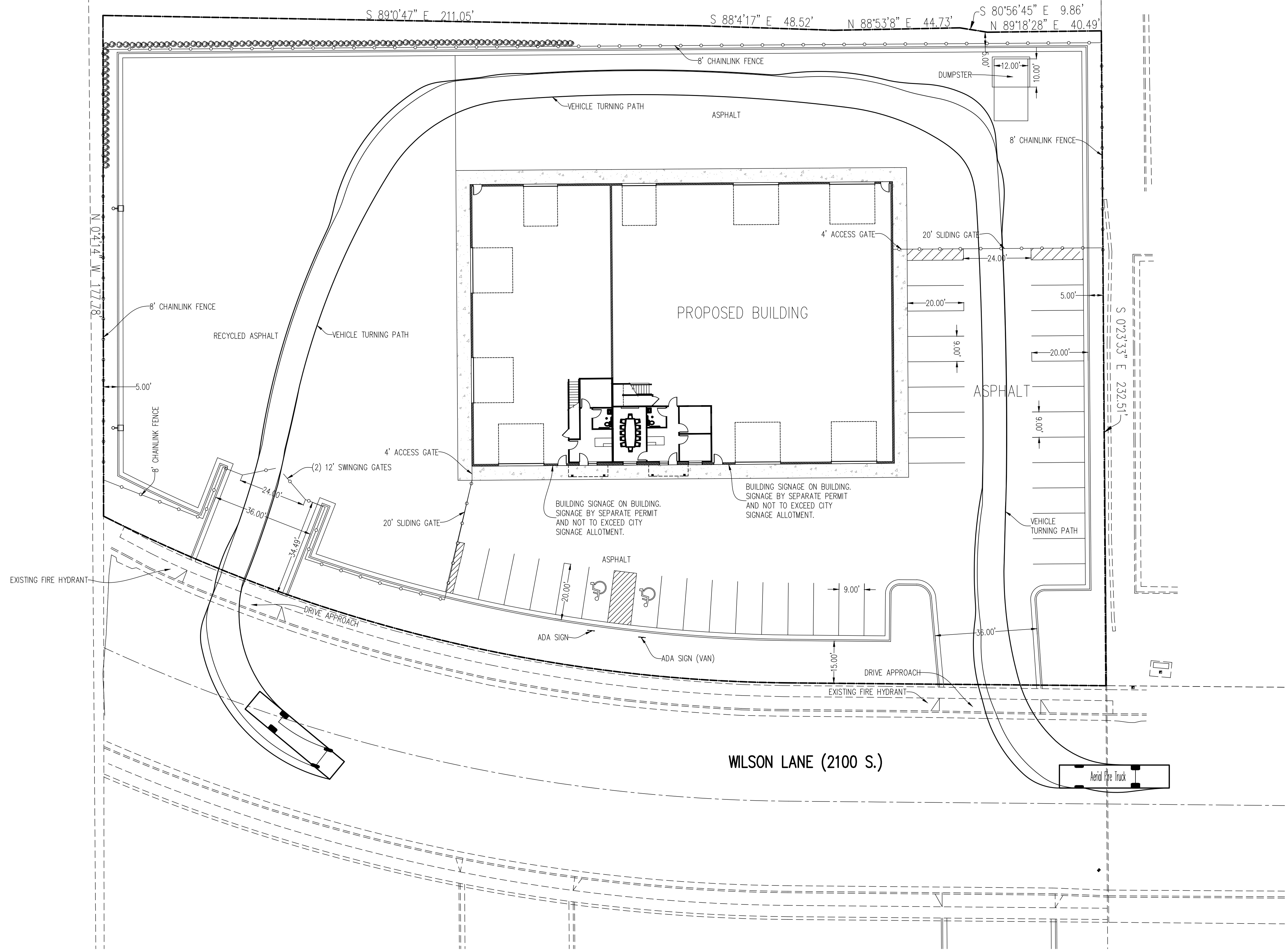
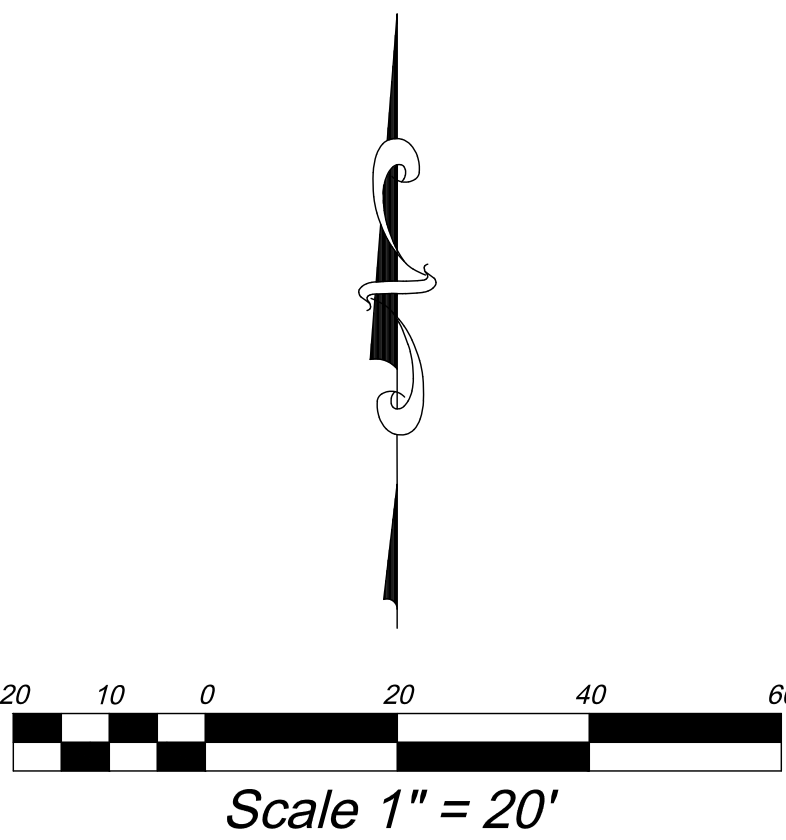
CASCADE WEST HAVEN  
2160 WEST 2100 SOUTH  
WEST HAVEN, UTAH 84401

PROJECT NUMBER  
143.2402

EXTERIOR  
ELEVATIONS

DRAWING NUMBER  
P201





TABULATIONS:		
TOTAL LOT AREA:	78,318 SF	= 100%
LANDSCAPE AREA:	10,003 SF	= 12.8%
IMPERVIOUS AREA:	68,315 SF	= 87.2%

- GENERAL NOTES:**
1. ZONE = C-3, REGIONAL COMMERCIAL
  2. USE IS WAREHOUSE WHICH IS A CONDITIONAL USE.
  3. TOTAL FOOTPRINT IS 15,000 S.F. WITH 2,300 S.F. OFFICE.
  4. PARKING TABULATIONS:  
OFFICE: (2,300 GFA)/(1 SPACE/250 GFA)=9.2 SPACES  
WAREHOUSE: 20 SPACES + (12,700 GFA)/(1 SPACE/2,000 GFA) = 26.35 SPACES  
TOTAL SPACES REQUIRED = 35.55 SPACES ROUNDED UP TO 36 SPACES  
TOTAL SPACES PROVIDED = 36 SPACES  
ADA SPACES REQUIRED/PROVIDED INCLUDING ADA = 2
  5. ALL CONSTRUCTION TO COMPLY WITH WEST HAVEN CITY STANDARDS AND SPECIFICATIONS.
  6. NO MONUMENT SIGNS ARE PROPOSED FOR THIS SITE. SIGNAGE WILL BE BUILDING MOUNTED.
  7. OPERATION HOURS TO BE 7 AM TO 6 PM.



BENCH MARK		REVISIONS		
EAST QUARTER CORNER, SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN ELEVATION = 4286.59		Rev.	Date	Description

Developer/Property Owner: Ben Probet  
ben@cascade.build

**EXCEL**  
ENGINEERING  
David W. Peterson, P.E., License #270393  
12 West 100 North, Suite 201C, American Fork, UT 84003  
P: (801) 756-4504; david@excelscivil.com

CASCADE WEST HAVEN		
WEST HAVEN	2160 WEST 2100 SOUTH	UTAH
Drawn by: D.W.P.	SITE PLAN	Scale: 1"=20'
Designed by: D.W.P.		Date: 04/18/25
Checked by: D.W.P.		C2

## STAFF REPORT

TO: Shawn Warnke, City Manager  
FROM: Ed Mignone, City Engineer  
DATE: July 17, 2025  
SUBJECT: Recommendation to Award Contract to Andersen Asphalt  
FY2026 Street Seal Coating Road Maintenance Project



---

### Background

As part of the City's annual road maintenance program, funding is budgeted for surface treatment of various streets within the City.

The State of Utah awarded a cooperative contract to Andersen Asphalt, LLC. for various asphalt paving and services thereby allowing the City not to advertise and solicit bids. The state contract is effective from 7-24-2024 through 7-23-2029 and provides unit costs for the required City services such as seal coating, crack sealing, mastic application, asphalt patching, and ancillary services if necessary, such as striping and traffic control (copy of the State of Utah Cooperative Contract #MA4589 is attached).

As such, the City requested a proposal from Andersen Asphalt, LLC. to treat four (4) areas within the City and indicated on the maps in the attached totaling approximately 619,632 square feet. Andersen Asphalt applied the contract unit price for A4 Surface Treatment (seal coating) of \$0.25/square foot.

### Recommended Action

Staff affirms the importance to implement an annual robust road maintenance program and believes that the City has saved significant avoidance costs from these proactive measures.

Accordingly, Staff recommends that the Council award the contract for the FY2026 Street Seal Coating Road Maintenance Project to **Andersen Asphalt, LLC.** in the amount of **\$154,908.00**

All work under this contract is to be completed no later than August 31, 2025.

EJM/ejm

Attachment: State of Utah Cooperative Contract #MA4589, effective 7-24-2024 through 7-23-2029  
Andersen Asphalt proposal for West Haven City



**Prepared By:**

Caden Andersen  
(435) 881-8637  
caden@andersenam.com  
Andersen Asphalt  
(801) 675-1555

**Prepared For:**

West Haven City  
John Wallace  
4150 South 3900 West West Haven, UT 84401 US  
(801) 430-7478  
jwallace@westhavencity.gov

**Proposal ID : 8433**

## Project Summary

**JOB SITE: 1900 SOUTH / 2775 WEST SUB**

1910 South 2725 West,  
West Haven, Utah, 84401  
US

PRODUCT	QTY	RATE	AMOUNT
<b>AP4 Surface Treatment</b>	60,180	0.25	\$15,045.00

Apply AP4 Surface Treatment to 60180 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

\*Price includes cleaning, preparation, installation, traffic control and barricades.

Contract MA4589 , effective 7-24-2024 through 7-23-2029 and the contract price for AP4 Surface Treatment (seal coating) \$0.25/square foot

Contract to be completed by 09/30/2025

<b>Job Total</b>	<b>\$15,045.00</b>
------------------	--------------------

**JOB SITE: RECREATION COMPLEX ROADS**

4215 South 3900 West,  
West Haven, Utah, 84401  
US

PRODUCT	QTY	RATE	AMOUNT
<b>AP4 Surface Treatment</b>	215,185	0.25	\$53,796.25

Apply AP4 Surface Treatment to 215185 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

\*Price includes cleaning, preparation, installation, traffic control and barricades.

Contract MA4589 , effective 7-24-2024 through 7-23-2029 and the contract price for AP4 Surface Treatment (seal coating) \$0.25/square foot

Contract to be completed by 09/30/2025

**Job Total** **\$53,796.25**

**JOB SITE: CHARLES GREEN SUB**

4660 West 3450 South,  
West Haven, Utah, 84401  
US

PRODUCT	QTY	RATE	AMOUNT
<b>AP4 Surface Treatment</b>	106,185	0.25	\$26,546.25

Apply AP4 Surface Treatment to 106185 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

\*Price includes cleaning, preparation, installation, traffic control and barricades.

Contract MA4589 , effective 7-24-2024 through 7-23-2029 and the contract price for AP4 Surface Treatment (seal coating) \$0.25/square foot

Contract to be completed by 09/30/2025

**Job Total** **\$26,546.25**

**JOB SITE: SALT POINT DEVELOPMENT**

3258 West 4000 South,  
West Haven, Utah, 84401  
US

PRODUCT	QTY	RATE	AMOUNT
<b>AP4 Surface Treatment</b>	231,831	0.25	\$57,957.75

Apply AP4 Surface Treatment to 231831 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

\*Price includes cleaning, preparation, installation, traffic control and barricades.

Contract MA4589 , effective 7-24-2024 through 7-23-2029 and the contract price for AP4 Surface Treatment (seal coating) \$0.25/square foot

Contract to be completed by 09/30/2025

**Job Total** **\$57,957.75**

**JOB SITE: 2367 SOUTH 2700 WEST**

2367 South 2700 West,  
West Haven, Utah, 84401  
US

PRODUCT	QTY	RATE	AMOUNT
<b>AP4 Surface Treatment</b>	6,251	0.25	\$1,562.75

Apply AP4 Surface Treatment to 6251 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

\*Price includes cleaning, preparation, installation, traffic control and barricades.

Contract MA4589 , effective 7-24-2024 through 7-23-2029 and the contract price for AP4 Surface Treatment (seal coating) \$0.25/square foot

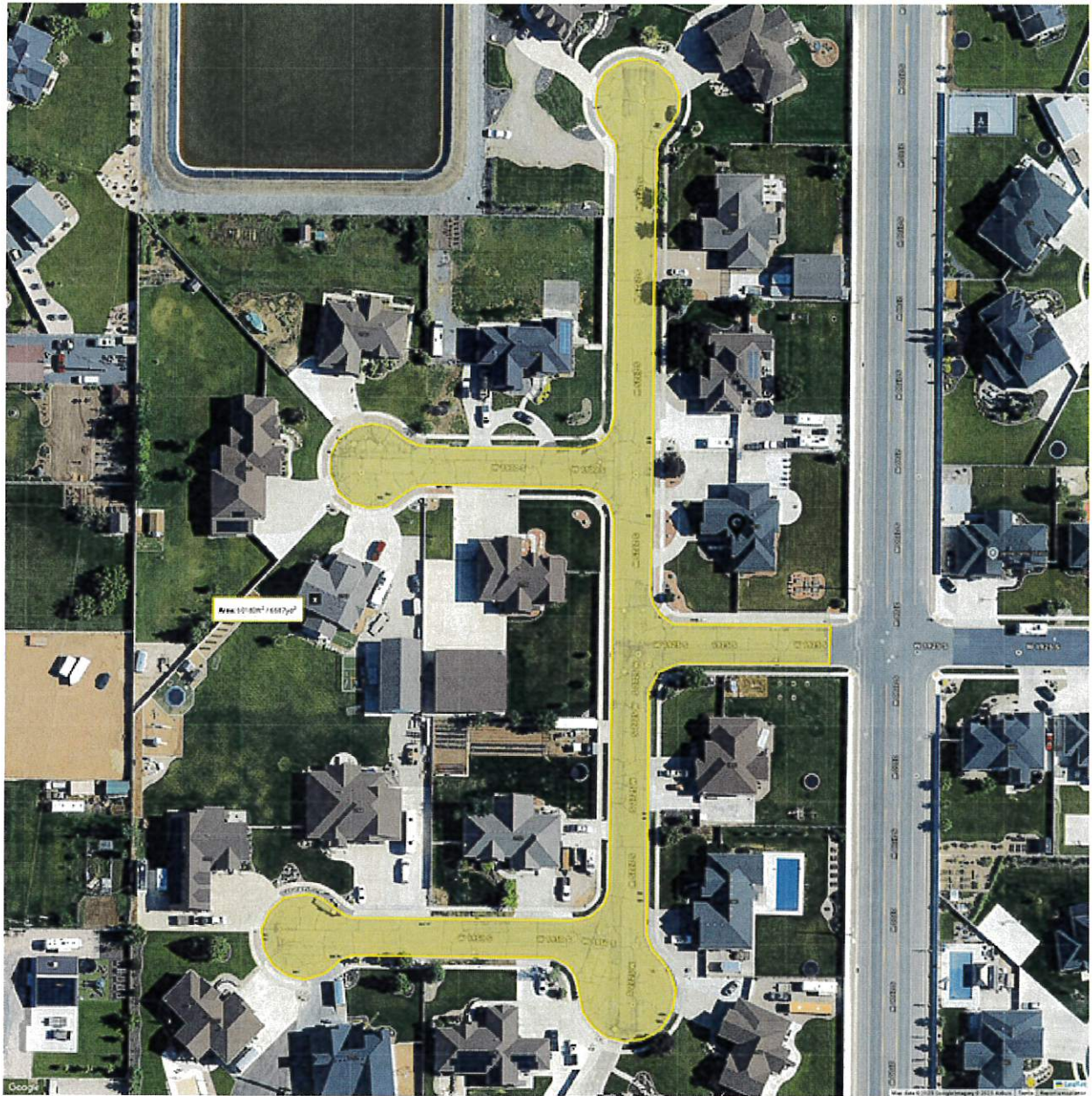
Contract to be completed by 09/30/2025

**Job Total** **\$1,562.75**

Proposal Total \$154,908.00

**1900 South / 2775 West Sub****AP4 Surface Treatment**

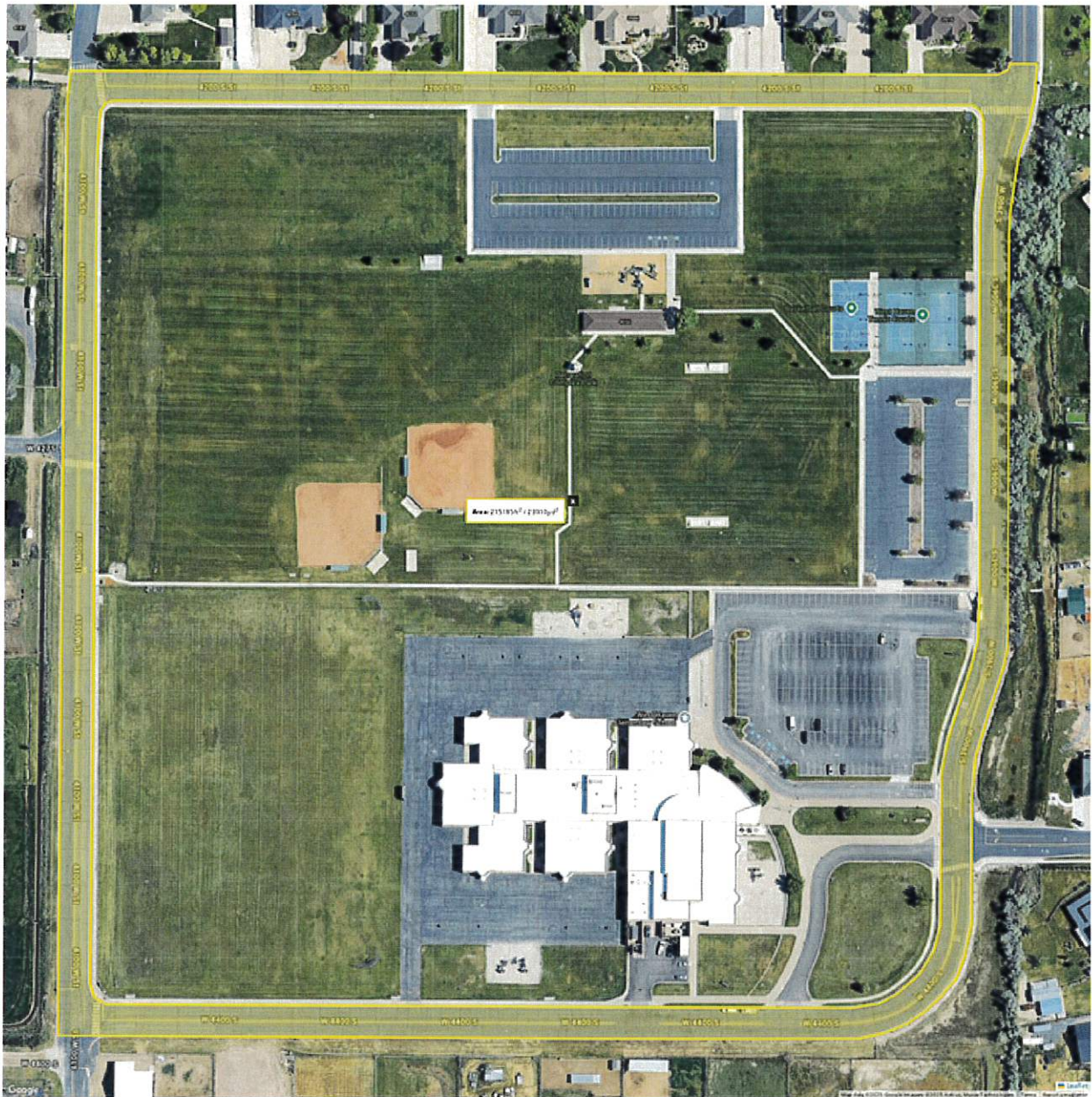




## Recreation Complex Roads

### AP4 Surface Treatment





## Charles Green Sub

### AP4 Surface Treatment

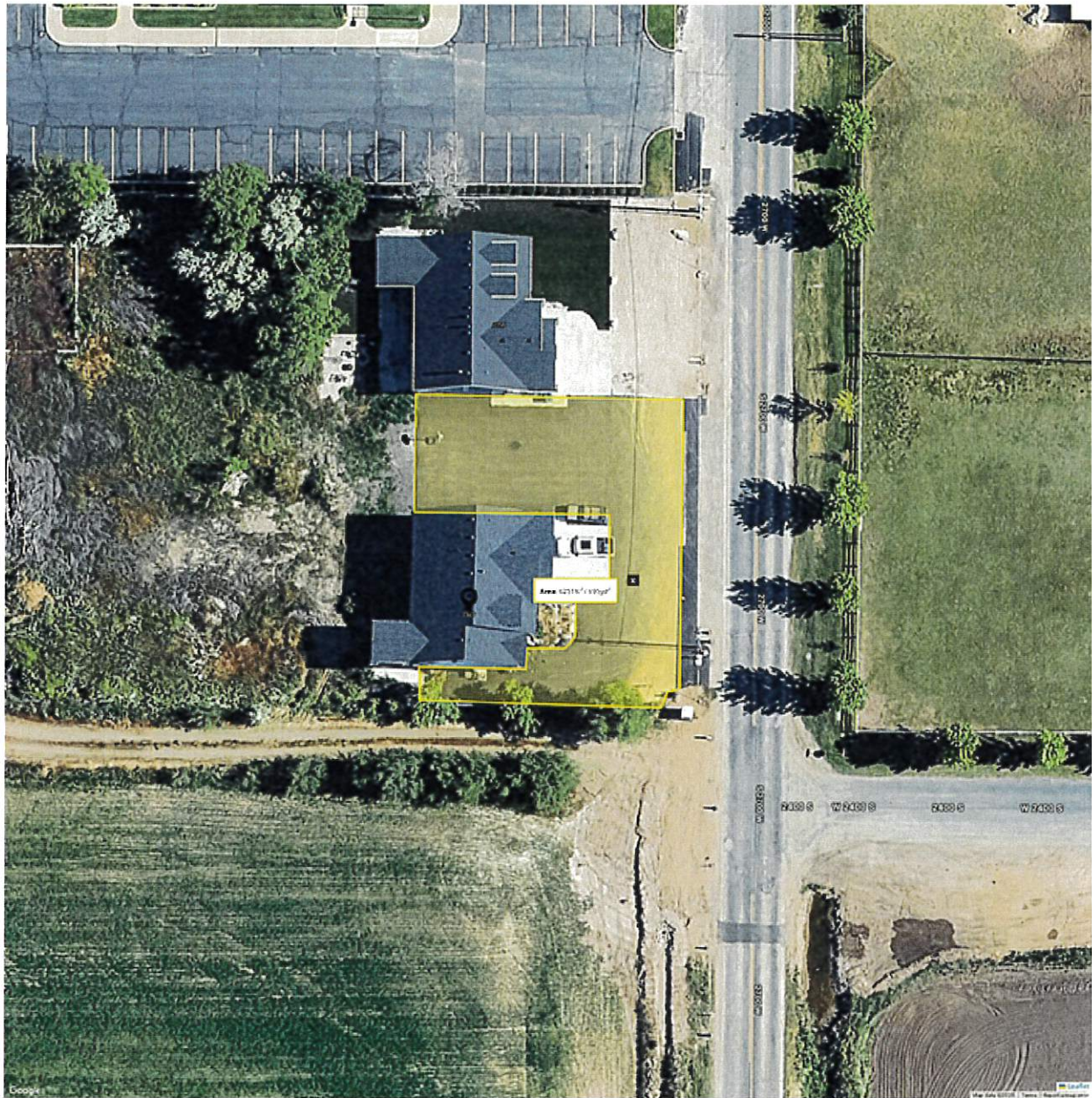












# Proposal Acceptance

Any adjustments to the original scope of work shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.  
Andersen Asphalt proposes to furnish material and labor to perform the work outlined above.  
Payment is to be made (15) days after work is completed.  
The proposal is valid for (30) days from the date written above.

**Terms of Services.** Customer agrees to the Services to be provided and the Terms and Conditions as outlined in this proposal.



**Terms of Payment.** Customer agrees to pay the amount indicated above for the Services to be provided upon completion of the Services, within the agreed time period, without any deduction or set-off for any reason.



**Terms of Changes.** Customer agrees that upon signing, any changes to the Services outlined in this Proposal may result in additional charges.



Click To Enter Signature

Date

07/26/2025

Full Name

Title

Email

**Resolution No. 38-2025**

**RESOLUTION OF WEST HAVEN CITY AWARDING A BID TO ANDERSEN ASPHALT FOR AP4 SURFACE TREATMENT FOR ASPHALT FOR CERTAIN CITY STREETS; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I – RECITALS:**

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

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

WHEREAS, the City went to U3P, the State of Utah purchasing website, to acquire a bid from a qualified individual or firm to provide AP4 Surface Treatment for asphalt for certain City streets; and

WHEREAS, the City received a bid from Andersen Asphalt, who is on the U3P site, which bid is attached as Attachment "A"; and

WHEREAS, the City reviewed the bid; and

WHEREAS, the City analyzed the costs outlined in the bid and whether the bid met the needs of the City; and

WHEREAS, after the City's review, the City wishes to award the bid to Anderson Asphalt; and

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

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

**SECTION II.:**

1. That Andersen Asphalt is awarded the bid for AP4 Surface Treatment for asphalt for those roads outlined in their bid, which is attached as Attachment "A".
2. That the City Manager is authorized to sign any and all documents necessary to enter into a contract or agreement with Andersen Asphalt, that coincides with their bid, including signing a contract or agreement itself.



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

The foregoing Recitals are fully incorporated herein.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of August 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 \_\_\_\_\_

DRAFT

**ATTACHMENT “A”**

**ATTACHED TO RESOLUTION 38-2025**

**BID DOCUMENTS OF ANDERSEN ASPHALT  
FOR AP4 SURFACE TREATMENT FOR ASPHALT**

DRAFT

## STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: August 6, 2025

SUBJECT: Declaring a certain backhoe as surplus and authorizing the disposal of the backhoe



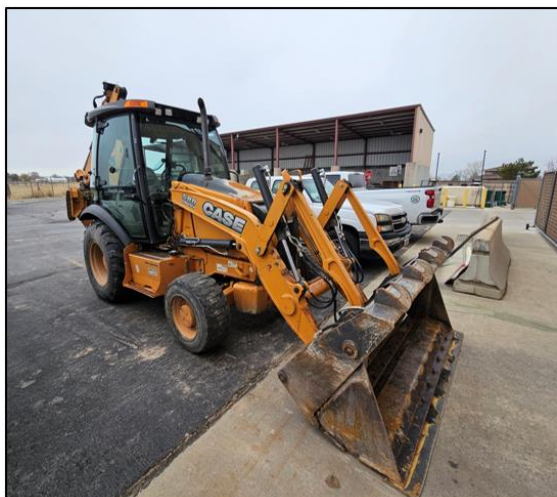
The City and the District are ready to move forward with the purchase of a backhoe. The purchase price of the backhoe is \$91,944.50, which includes the trade-in value of the City's existing backhoe. As such, City staff is formally requesting that the backhoe be declared surplus so that the City can complete the purchase of the new backhoe.

**Interlocal Agreement Background.** You may recall that on June 18, 2025, the City Council approved an Interlocal Agreement with the District that formalizes the City & District jointly purchasing a backhoe. The equipment cost would be 67% covered by the City and 33% by the District.

Associated with the purchase of the backhoe, it is proposed that the City and District enter into an Interlocal Agreement that defines such issues as ownership interest, buy-out of another entity's interest, disposal of the equipment, storage of the equipment, operating and maintenance costs, insurance, etc. Amy Hugie, City Attorney, has drafted an interlocal agreement that accomplishes the aforementioned objectives.

This item was on the agenda concurrent with the City Council's consideration of approving the budget, as the City staff is experiencing difficulties operating the backhoe due to a mechanical issue that causes the backhoe to go in and out of neutral.

**Budget Background (Excerpt from City's Budget Memo).** It is proposed that the 2014 Case Backhoe be replaced, as it is a frequently relied-upon piece of equipment. The backhoe is used in multiple departments, including streets, parks (City), and water and sewer (WHSSD). Downtime due to backhoe condition or operability can significantly impact current projects undertaken by these departments, delay responses in emergent situations, and/or decrease productivity.



The backhoe is nearly 12 years old and has approximately 1,600 hours. It currently has a mechanical issue that causes it to go in and out of neutral.

Below is a summary of Kirk Mobile Repair's invoices for the 580 Case Backhoe over the last three years. The total amounts shown below include the costs for the parts and labor associated with the backhoe's maintenance or repairs.

Date	Hours	Total
5/3/2024	1,491	\$280.00
6/17/2024	1,435	\$941.62
9/17/2024	1,487	\$4,837.82
7/1/2024	1,449	\$696.15
6/20/2023	1,266	\$1,107.89
5/16/2023	1,253	\$560.88
8/16/2023	1,293	\$3,052.53
8/16/2023	1,293	\$3,878.58
8/31/2023	1,295	\$1,429.01
5/26/2022	1,128	\$556.35
6/2/2022	1,129	<u>\$341.58</u>

Grand Total \$17,682.00

In preparation for the budget, the City received three quotes for a new backhoe. The least expensive backhoe that is equivalent to the current backhoe costs approximately \$137,000, with one company providing a trade-in value of \$45,000 for the current backhoe.

For budgeting purposes, it is proposed that the City and District consider a budget of \$95,000, with the cost of the new backhoe to be divided 33% WHSSD and 67% to the City. The District has included its portion of the cost within its budget for FY 2026. In conjunction with both entities participating in the purchase of the backhoe, the City and District would enter into an Interlocal Agreement that would define issues such as ownership interest, buy-out of another entity's interest, disposal of the equipment, storage of the equipment, operating and maintenance costs, etc.



**Resolution No. 39-2025**

**RESOLUTION OF WEST HAVEN CITY DECLARING A CERTAIN BACKHOE AS SURPLUS TO THE CITY'S NEEDS; AUTHORIZING THE DISPOSAL OF SUCH AS SURPLUS PROPERTY; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THE DISPOSAL OF THE PROPERTY: AND AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1 - RECITALS:**

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

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

WHEREAS, the City owns a backhoe; and

WHEREAS, the City finds that this backhoe is deemed to be surplus to the City's needs; and

WHEREAS, the City finds that trading in the backhoe in order to purchase a new backhoe, under terms favorable to the City is in the best interest of the City; and,

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

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

1. The City declares the City's backhoe as surplus to the City's needs.
2. The City directs that this backhoe will be traded in for a new backhoe under terms favorable to the City.
3. The City directs that if the backhoe cannot be traded in for a new backhoe, then the backhoe be sold via competitive bidding, auction, or transferred to another governmental agency, or by disposing the surplus property under terms favorable to the City.
4. The City authorizes the City Manager to sign all contracts, agreements, or other documents necessary to complete this property disposition, and authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City.
5. The City authorizes the Mayor to sign this resolution.

**BE IT FURTHER RESOLVED** the foregoing recitals are incorporated herein and this Resolution shall become effective immediately upon its passage.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

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

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

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

**SECTION V - SAVINGS CLAUSE**

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

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 6th day of August 2025, and after any publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH,** on this 6th day of August 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 _____

## STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager & Ed Mignone,  
City Engineer

DATE: August 6, 2025

SUBJECT: Resolution approving the Wilson Irrigation Company and Easement  
Encroachment Agreement



---

**Overview.** The Mayor and Council tasked Staff with developing and implementing pedestrian improvements along 2700 W, generally between 2900 S and 2550 S. The plan is similar to the pathway/shoulder improvement the City completed along 5100 S for children walking to Haven Bay Elementary.

To construct a continuous path outside of the travelled way, the City will be constructing a short structure crossing the Wilson Canal approximately at the intersection of 2700 W and 2900 S. The construction detail has been the subject of internal direct and email discussions

To permit construction, Wilson Irrigation requires that the City enter into a license agreement. The agreement allows the construction to proceed and memorializes each party's obligations and responsibilities.

The form of agreement was provided by Wilson Irrigation and has been reviewed by the City Attorney.

**Recommendation.** This project is time-sensitive in that the Governing Body would like to have the pedestrian improvements in place prior to the start of school. Wilson Irrigation has indicated that they would allow construction to proceed concurrently with administrative reviews and approvals of the license agreement.

Staff has no issues with the agreement as presented and recommends that the Council approve its execution subject to the advice and direction of the City Attorney.

---

**General Project Background.** As discussed below, the pedestrian pathway along 2700 West requires a bridge to be constructed to cross the Wilson Canal at 2900 South 2700 West on the southwest corner of this intersection. The Engineering and Public Works Departments are working to obtain a building permit for this structure and obtain approval from the Wilson Canal Company. The approval from the Wilson Canal Company is in the form of entering into this Easement Encroachment Agreement (as noted above).

As a sidenote, while doing a field inspection for extending piping of the sloughs, it was discovered that there are two pipes that comprise the slough being piped under 2700 West. These pipes are laid close together, which makes it a challenge to add additional pipe sections. John Wallace, the Public Works Director, is working with a material supplier to find a solution/structure to extend

the pipe beyond the existing shoulder of 2700 West. City staff will provide additional information as it becomes available, associated with the structure necessary to extend the slough.

There is no shoulder for the travel lanes or pathway for pedestrians to travel along 2700 West from 3300 South to 2550 South. This project would include:

- Installing a road base pathway along 2700 West between 3300 South and 2550 South;
- Constructing a walkway structure (essentially a bridge) that will cross the canal at 2900 South 2700 West on the southwest corner of the intersection; and
- Install piping that will extend the slough beyond the walkway.

Adding sidewalks provides a separate and continuous facility for people to walk along 2700 West and will help to address safety concerns with children walking to school on 2700 West by minimizing conflicts with pedestrians walking on the roadway.

There is a concept layout of the project attached to this staff report; however, the actual alignment may be determined by conditions in the field.

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**Budget Background.** The 2700 West from 3300 South to 2550 South project was not budgeted specifically. You may recall that the City submitted a grant to the Wasatch Front Regional Council to essentially do this same project, but with a 10-foot asphalt surface as the pathway, with the cost of this project being \$1,643,000. This grant was not awarded.

The FY 2026 Budget did include \$250,000 for the *Sidewalk Inventory Project. (Design / Construction)*. Last fall, the City put together a concept-level budget that estimated the cost to be \$169,306.45. Below is an excerpt from the FY 2026 regarding the funding source and the expense line item for the project's expenses.

- **13-6086 Transportation Sales Tax.** In 2015, the Utah State Legislature recognized local transportation needs and enacted HB 262, Transportation Infrastructure Funding, which authorized counties to impose and voters to approve a 0.25% local option general sales tax. In 2015, Weber County imposed, and the voters approved, the 0.25% sales tax. The allowed uses associated with this revenue source include constructing and maintaining Class C road and pedestrian safety infrastructure, including a sidewalk, curb and gutter, a safety feature, etc. For FY 2026, the following projects are funded by the Transportation Sales Tax:

**Sidewalk Inventory Project. (Design / Construction)**. As the City continues to develop, there is an increasing need to provide safe pedestrian connectivity between neighborhoods, to existing and future schools, and accessibility to the City's extensive park and trail system.

When a new subdivision is constructed, sidewalk installation is required where possible and practical. However, given the significant undeveloped frontage in the City, there are areas that could be feasible for sidewalk installation projects. To evaluate the need for sidewalks, the City Council approved a sidewalk inventory study that identified areas of existing sidewalks and possible connectivity gaps.

It is recommended that the City Council allocate a standing budget for yearly sidewalk construction projects.





**Resolution No. 40-2025**

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE  
EASEMENT ENCROACHMENT AGREEMENT BETWEEN WILSON IRRIGATION  
COMPANY AND THE CITY; AUTHORIZING THE MAYOR TO SIGN THIS  
RESOLUTION; AND THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF  
OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I – RECITALS:**

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

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

WHEREAS, the City Council wishes to enter into an Easement Encroachment Agreement (hereinafter "Agreement") with Wilson Irrigation Company (hereinafter "Company") in order to be able to perform work within the Company's easement that is necessary for pedestrian safety; and,

WHEREAS, the City is performing work along 2700 West in order to make pedestrian travel, specifically school-age children, safer from traffic along that roadway; and

WHEREAS, the City needs to install a crossing over the Company's canal in order to accomplish this goal; and

WHEREAS, the City finds that entering into the Agreement with the Company is the best way to accomplish its goals; and

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

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

WHEREAS, the City finds that the public convenience, safety, 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 Easement Encroachment Agreement between Wilson Irrigation Company and the City, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.



2. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Resolution.
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 August 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 6th day of August 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 40-2025**

**Easement Encroachment Agreement  
between Wilson Irrigation Company and West Haven City**

DRAFT

WHEN COMPLETED RETURN TO:

Kevin O. Stratford  
Wilson Irrigation Company  
1742 West 1900 North  
Farr West, UT 84404

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**WILSON IRRIGATION COMPANY  
AND  
EASEMENT ENCROACHMENT AGREEMENT**

This EASEMENT ENCROACHMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **WILSON IRRIGATION COMPANY**, a non-profit mutual water company organized and existing under the laws of the State of Utah (“Grantee”), and **WEST HAVEN CITY CORPORATION, a municipal corporation of the State of Utah**, (“Licensee”). Grantee and Licensee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Grantee is a non-profit mutual irrigation company organized for the express purpose of delivering water, owning related infrastructure, and operating a canal system (“Canal”) for such purposes;

WHEREAS, Grantee claims prescriptive easement or has a recorded easement (“Easement”) along its Canal that is sufficient for Grantee to conduct routine operations and maintenance and emergency activities related to the Canal; and

WHEREAS, Licensee is constructing and installing a walkway for pedestrians, specifically school-age children, along the 2700 West roadway to keep them safe from traffic in the roadway and has a need to cross the Canal (the “Crossing”); and

WHEREAS, in the course of constructing and installing the Crossing, Licensee must cross Grantee’s Easement and bore beneath (“Crossing Area”) Grantee’s Canal. The legal description of the Crossing Area and a plan and profile drawing of the Crossing are set forth in Exhibit “A” attached hereto and incorporated by reference herein; and

WHEREAS, Licensee intends to conduct the above activities during the regular irrigation season when water will be present in the Canal and Grantee is required to provide its Shareholders uninterrupted water deliveries; and

WHEREAS, Grantee is willing to grant a license and authorize and give its consent to the construction, installation, ownership, operation, maintenance, repair, and replacement of the Crossing by Licensee beneath the Canal and through Grantee’s Easement within the Crossing Area, subject to and in conformance with the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above, and the Exhibits referenced as attached hereto are incorporated into and made a part of this Agreement.
2. AUTHORIZATION. Grantee hereby grants to Licensee and its agents, representative, and contractors a license to excavate the Canal and construct and install the Crossing and to thereafter own, operate, maintain, repair, and replace the Crossing, under, over, or through the Crossing Area, and grants to Licensee and its agents, representatives, and contractors a license for access to the Crossing, including without limitation ingress and egress to and from Grantee's Easement within the Crossing Area, for the purpose of constructing, installing, owning, operating, maintaining, repairing, and replacing the Crossing. The license, authorization, and consent are given subject to the terms and provisions of this Agreement.
3. CROSSING LOCATION. Licensee shall install the walkway structure above canal and outside canal concrete walls as depicted in the plan sheet shown in **Exhibit A**. The construction shall consist of metal structural members, railings, and concrete pillars, identified in **Exhibit A**. The walkway structure shall be installed at the following location and only as shown in **Exhibit A**:

*The walkway structure will cross canal at 2900 South 2700 West, West Haven City, Utah, on the southwest corner of the intersection.*
4. CANAL CROSSING FEE. As consideration for Grantee's consent and authorization to the Crossing as set forth herein, the Licensee shall pay a fee of \$0.
5. CONSTRUCTION AND USE REQUIREMENTS. The Crossing shall be constructed and used in conformance with the following requirements.
  - a) The construction and installation of the Crossing shall only be authorized within the Crossing Area and according to the plan and profile approved by Grantee as described in **Exhibit A** herein.
  - b) Licensee shall fully repair and rebuild the banks of the Canal and restore the Crossing Area to the same condition that existed prior to any such construction or service activity.
  - c) The Crossing shall be constructed by Licensee and thereafter be owned, operated, maintained, inspected, protected, repaired, removed, and replaced by Licensee, at its sole cost and expense, and without any cost, expense, or obligation on the part of Grantee.
  - d) Licensee shall diligently construct the Crossing with due care and in accordance with sound design, engineering, and construction practices customary for such

improvements and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove, and replace the Crossing in such a manner as will not interrupt, interfere with, or otherwise impair, in any way, Grantee's constant, continuous, and uninterrupted use of the Canal in providing irrigation water to its shareholders and/or its ability to operate, maintain, inspect, protect, repair, and replace the Canal.

- e) Licensee hereby warrants that all work performed or to be performed on the Canal in connection with any construction, service, or activity performed by Licensee within the Crossing Area, including, without limitation, restoration of the Canal and Crossing Area, shall be free of any leaks or other damage caused by or otherwise attributable to any such construction, service or other activity by Licensee. Grantee may consider all work that does not reasonably conform to these standards to be defective.
- f) If at any time following completion of any construction, service, or other activity associated with the Crossing, any of the work performed on the Canal is found by Grantee to be defective, Licensee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from Grantee to do so. If Licensee fails to correct such defective work within the time frame prescribed by Grantee in said notice, Grantee may perform the work, and Licensee shall reimburse Grantee, as billed, for all costs and expenses, including attorney and engineering fees, reasonably incurred by Grantee in performing such corrective work on the Canal.
- g) Licensee shall give Grantee not less than fifteen (15) days prior written notice of any initial construction activity and, except in the case of an emergency, Licensee shall give Grantee not less than five (5) business days prior written notice of any subsequent construction or service activities to be performed by Licensee on the crossing area. In the event of an emergency, Licensee will give Grantee as much prior notice as is reasonably possible under the circumstances.
- h) No trash, waste, or other offensive material, soil, or landfill will be placed or left within the Crossing Area by Licensee without Grantee's prior written consent.
- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide Grantee a complete set of "as built" drawings of the crossing.
- j) In the course of the initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, the Licensee covenants that it shall not use, employ, deposit, store, dispose of, place, or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. §9601, et seq.
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area,



including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Grantee's prior written consent.

- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Grantee's prior written consent.
  - m) Licensee agrees, with respect to the initial construction of the Crossing and any subsequent construction, service, or other activity by Licensee on the Crossing, that if Grantee or any of its shareholders, or any party to whom Grantee is contractually obligated to provide water, suffers financial loss because water is not delivered to them, such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the Crossing, then and in such event, Licensee shall pay all verifiable financial losses suffered by any Shareholder or party as a result thereof.
  - n) No supervision or advisory control, if any, exercised by Grantee on its behalf hereunder shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.
6. RESERVATION OF RIGHTS. Nothing herein shall be constructed to change, qualify, restrict, or limit, in any way, Grantee's title to or interest in the Canal or Grantee's right to own, operate, maintain, repair, and replace the Canal, or to use the Canal, or the fee or easement lands owned by Grantee associated with the Canal, within the Crossing Area, for any purposes as Grantee, in its sole discretion, sees fit. For the purposes of this Agreement and its Exhibits, and in reference to Grantee's property interests, Grantee understands the term Right-of-Way to represent Grantee's Canal Easement interests.
7. REIMBURSEMENT OF COSTS AND EXPENSES. In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Grantee for any and all expenses reasonably incurred by Grantee in connection with or arising out of its activities associated with the canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation, and execution of this Agreement. Payment shall be due and payable by the Licensee to Grantee within (10) days from the date of receipt of any invoice therefore from Grantee.
8. INDEMNIFICATION. Licensee shall indemnify, save harmless and defend Grantee, its officers, directors, employees, agents and representatives, and Shareholders from and against any and all losses, expenses, costs, damages, and liabilities imposed or claimed to be imposed upon Grantee, its officers, directors, employees, agents, and representatives, or Shareholders for bodily injuries, including death, for damage to property, real or personal, including seasonal crop loss or damages attributable to interrupted water deliveries, sustained by any person, including without limitation employees of Licensee, employees of Grantee or third parties, or Shareholders of Grantee, or for environment liabilities (excluding any environmental liability to the extent it was or is the responsibility of Grantee irrespective of Licensee's action), and whether such bodily injuries, death, or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance, or regulation), which

results from, arise out of, or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Grantee's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Grantee, its officers, directors, employees, agents and representatives.

9. INDEMNIFICATION BOND: Not Required.

Date of Work is to be conducted: August 2025.

10. AMENDMENT. This Agreement cannot be extended, terminated, modified, or amended except by a written agreement signed by each of the Parties.
11. INTEGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto and supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
12. SUCCESSORS AND ASSIGNS. The rights, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
13. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
14. ATTORNEY FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred, including court costs and reasonable attorney fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.
15. WARRANTY OF AUTHORITY. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

Wilson Irrigation Company  
a Utah non-profit mutual water corporation  
Grantee

By: \_\_\_\_\_  
Kevin O Stratford

Its: \_\_\_\_\_  
President

WEST HAVEN CITY CORPORATION  
A municipal corporation of the State of Utah  
Licensee

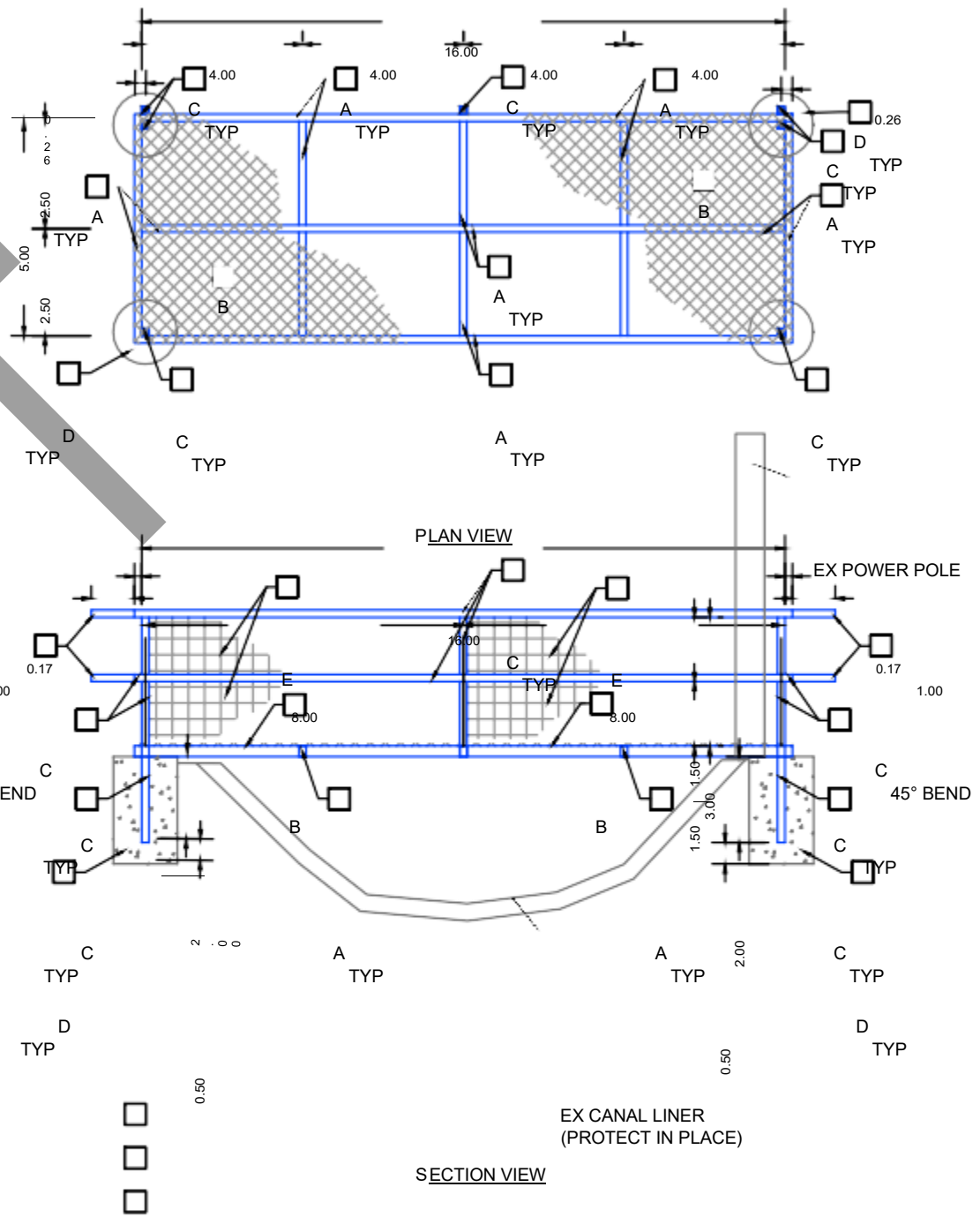
By: \_\_\_\_\_  
Name:

Its:

**EXHIBIT “A”**

DRAFT





- EX CANAL L  
(PROTECT I

SECTION VIEW

A CHANNEL 3" x 1/4" (BOTTOM FRAMING)

B EXPANDED METAL GRATING #3 (0.183)

C SQUARE TUBING 2" x 1/8" (HAND RAILS / PEIRS)

REINFORCED CONCRETE PEIR (18" x 30")

D #4 REBAR 4 - VERTICAL EQUALLY SPACED (MIN 3" COVER)  
#4 REBAR 4 - HORIZONTAL - 12" SPACING (MIN 3" COVER)  
HOLE TO BE EXCAVATED WITH VAC TRUCK  
EXCAVATION TO BE OUTSIDE OF EXISTING CANAL LINER.

E INSTALL MESH BARRIER ATTACHED TO RAILING  
FULL LENGTH AND HEIGHT. MAX 4" OPENINGS.

 <b>GARDNER ENGINEERING</b> CIVIL ■ LAND PLANNING MUNICIPAL ■ LAND SURVEYING	PLAN / DETAILS		Date 7/24/25	
	WILSON CANAL CROSSING		Scale 1" = 10'	
	2700 W 2900 S		Designed RC	
	WEST HAVE CITY, UT		Drafted RC	
			Checked RC	

\*\*CONTACT WILSON IRRIGATION COMPANY PRIOR TO ANY WORK.

\*\* BLUE STAKE / FIELD LOCATE UTILITIES AND DIG TEST PRIOR TO  
FABRICATION TO AVOID CONFLICTS. COORDINATE WITH WILSON  
IRRIGATION COMPANY.

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