



WEST HAVEN CITY COUNCIL AGENDA

November 5, 2025 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT
84401

NOTICE IS HEREBY GIVEN THAT ON **November 5, 2025** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETING: **5:00 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).

5:00 Work Session – In City Council Chambers

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

MEETING TO ORDER: MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion-Elected Officials and City Manager Updates
2. Discussion-RAMP Grant Project List-Councilmember Saunders

6:00 Regular City Council Meeting

1. **MEETING CALLED TO ORDER:** Mayor Vanderwood
 2. **OPENING CEREMONIES**
A. PLEDGE OF ALLEGIANCE Councilmember Dixon
B. PRAYER/MOMENT OF SILENCE Councilmember 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.
 4. **UPCOMING EVENTS**

Water Color Workshop-The Barn	November 10, 2025	6:00 PM
Music Circle-The Barn	November 24, 2025	7:00 PM
Senior Lunch Bunch-The Barn	November 26, 2025	11:30 AM
UDOT Open House for the Wester Weber Corridor (SR 177)-Rocky Mt. Jr. High	November 20, 2025	5:00-7:00 PM
Heart of the Holidays-City Hall	December 1, 2025	6:00 PM
 5. **COUNCIL UPDATES**
 6. **PRESENTATION**
A. SERVING AS PLANNING COMMISSION MEMBER-RUSSELL GALT
- ***AGENDA ACTION ITEMS*****
7. **ACTION ON CONSENT AGENDA**
A. CITY COUNCIL MINUTES MEETING HELD October 15, 2025
 8. **ACTION ON RESOLUTION 51-2025-ADOPTION OF THE CONTRACT EXTENSION BETWEEN WEST HAVEN CITY AND WASTE MANAGEMENT**

9. **PUBLIC HEARING-TO SOLICIT PUBLIC INPUT ON AMENDING THE CITY CODE REGARDING GARBAGE AND WASTE COLLECTION REQUIREMENTS**
10. **ACTION ON ORDINANCE 12-2025-AMENDING THE CITY CODE REGARDING GARBAGE AND WASTE COLLECTION REQUIREMENTS**
11. **ACTION ON RESOLUTION 49-2025-AMENDING THE WEST HAVEN CITY PERSONNEL POLICY HANDBOOK-SHAWN WARNKE, CITY MANAGER**
12. **PRESENTATION AND DISCUSSION-AT THE MAYOR AND CITY COUNCIL'S ELECTION CONTINUATION OF ANY AGENDA ITEM FROM THE 5:00 WORK SESSION**
13. **ADJOURNMENT**

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@westhavenut.gov at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at westhavenut.gov; 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 COUNCIL MEETING MINUTES

October 15, 2025 6:00 P.M.

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

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

5:00 Work Session – In City Council Chambers

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

MEETING TO ORDER: **MAYOR VANDERWOOD**

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion-Elected Officials and City Manager Updates

Councilmember Morse suggested adding street lights on 1800 S.

Councilmember Saunders said that a resident suggested a timeline of development for parks and open spaces.

Councilmember Swapp asked for an update on the general plan.

Stephen Nelson said we submitted the public outreach portion to them and they are doing some initial analysis. He said the water element will be addressed on the first meeting in December. He said they were approved for a grant through Wasatch Front Regional Council for \$80,000 for the transportation element of the general plan.

Councilmember Saunders asked when the plan would be complete.

Stephen Nelson said the timeline outlines it being completed by spring and adopted by summer.

Shawn Warnke said UDOT will be holding an open house for the extension of the Western Weber Corridor (SR 177) on November 20, 2025, at Rocky Mountain Jr. High. He said he met with staff and WACOG for a proposed transportation project about the missing section on 1800 S. He said there is currently a project for intersection improvements on 1800 S 1900 W and a connector road project on 1800 S to 2100 S. He said there is a new project that would be the segment in between the two currently funded projects and provide a pedestrian bridge up and over. He said the Windsor Park playground project has started.

2. Discussion-Waste Management Contract Extension and Implementing a Recycling Contract-Shawn Warnke, City Manager

Shawn Warnke said that they have been going through the process of extending the contract. He said they are focused on an opt out for recycling.

6:00 Regular City Council Meeting

1. MEETING BROUGHT TO ORDER:

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

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

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE
B. PRAYER/MOMENT OF SILENCE

Councilmember Morse
Councilmember Saunders

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

4. **UPCOMING EVENTS**

Music Circle	October 27, 2025	7:00 PM
Senior Lunch Bunch	October 22, 2025	11:30 AM
Dumpster Days	October 16-18, 2025	
Pumpkin Walk	October 27, 2025	6:30 PM
Weber Fire Open Houe	October 30, 2025	6:00-8:00 PM

5. **COUNCIL UPDATES**

Mayor Vanderwood thanked the Weber County League of Women Voters for putting on the candidate forum October 14, 2025. He said the Youth Council did a great job of renewing the maps over at Kanesville Elementary.

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

6. **ACTION ON CONSENT AGENDA**

A. CITY COUNCIL MINUTES	MEETING HELD	September 17, 2025
B. STAKER PARSON COMPANIES	\$129,375.75	Inv.# 214069-1
C. STAKER PARSON COMPANIES	\$197,696.76	Inv.# 214031-4
D. WEBER COUNTY SHERIFF	\$591,996.00	Inv.# 67372
E. TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT	\$91,250.00	Inv.# 320
F. ANDERSEN ASPHALT	\$101,111.75	Inv.#2212-976

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

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

7. **ADVICE & CONSENT OF: ONE (1) EVENTS COMMITTEE MEMBER APPOINTMENT-Submitted by Mayor Vanderwood**

To fill one, 2-year term. The term will be from October 15, 2025 thru December 31, 2026

Mayor Vanderwood presented Jennifer Streker.

Councilmember Saunders made a motion to appoint Jennifer Streker to the Events Committee. **Councilmember Morse** seconded the motion.

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

8. **PRESENTATION AND DISCUSSION-AT THE MAYOR AND CITY COUNCIL'S ELECTION CONTINUATION OF ANY AGENDA ITEM FROM THE 5:00 WORK SESSION**

Councilmember Morse expressed some concern about the opt out and residents being upset about that.

Blake Leonelli said the opt out would allow 30 days and that you can call in to opt out.

Councilmember Call and Swapp said they are not in favor of the opt out.

Councilmember Swapp asked if the facility that takes recycling could no longer be used would residents be notified.

Mr. Leonelli said they would notify residents if there was a price increase because of changing facilities.

9. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
A. ACTION ON ORDINANCE 11-2025-REZONE FROM A-1 & A-2 TO R-2-APPROXIMATELY 3481 S 2700 W (PARCEL #080300010)-REDLINE PROPERTIES-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR

Councilmember Swapp said that patio homes do not fit but R-2 does in this area.

Councilmember Swapp made a motion to adopt ordinance 11-2025, the petition to rezone the property at 3481 S 2700 W from A-1 and A-2 to R-2, finding that the petition conforms with the General Plan and that R-2 is more appropriate when considering the master plan, citizens' comments, and other factors than the original request. **Councilmember Saunders** seconded the motion.

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

10. **ACTION ON RESOLUTION 49-2025-AMENDING THE WEST HAVEN CITY PERSONNEL POLICY HANDBOOK-SHAWN WARNKE, CITY MANAGER**

Mayor Vanderwood said that after checking with a few cities they specifically outline a lunch in their policy for public works employees and suggested we do the same.

Councilmember Morse said the wording of section 2 makes it seem like the office is still getting paid for lunch.

Councilmember Saunder suggested striking section 2.

Councilmember Call suggested changing the wording to require employees to clock out when going through a drive through line because they are leaving the work site.

Amy Hugie suggested changing the wording to mirror section 1.

Councilmember Morse made a motion to table. **Councilmember Saunders** seconded the motion.

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

11. **ACTION ON RESOLUTION 50-2025-AUTHORIZING THE CITY MANAGER TO SUBMIT GRANT APPLICATIONS FOR RAMP FUNDING-SHAWN WARNKE, CITY MANAGER**

Councilmember Call made a motion to adopt resolution 50-2025. **Councilmember Dixon** seconded the motion.

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

12. **ADJOURNMENT**

Councilmember Morse made a motion to adjourn at 7:22 PM. **Councilmember Saunders** seconded the motion.

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

Emily Green

City Recorder

Date Approved:

Resolution No. 51-2025

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE
CONTRACT EXTENSION BETWEEN WEST HAVEN CITY AND WASTE
MANAGEMENT; 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 any issues regarding protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, as of December 30, 2020, Waste Management of Utah, Inc. and the City signed a five (5) year contract ("Contract") regarding the collection and disposal of solid waste; and

WHEREAS, the signed Contract between the two parties outlines in paragraph 5, page 1, that the Contract may be extended if agreed to by both parties; and

WHEREAS, the City Manager and Waste Management have discussed the extension of the Contract and have drafted a Contract Extension which is attached to this Resolution as Attachment "A"; and

WHEREAS, after review of all of the information and the Contract Extension language, the City Council feels it is in the best interest of the public to continue with the same company for solid waste collection and disposal; and

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

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

SECTION II. :

1. That the Contract Extension between West Haven City and Waste Management of Utah, Inc., a copy of which is attached as Attachment "A" to this Resolution and is labeled as "Contract for Residential Solid Waste Collection and Disposal", is hereby adopted by the City Council.
2. That the City Manager is authorized to sign any and all documents necessary to affect this Contract Extension, including signing the Contract Extension 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 5th day of November 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 5th day of November 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 51-2025

**CONTRACT EXTENSION TITLED “CONTRACT FOR RESIDENTIAL SOLID WASTE
AND DISPOSAL” BETWEEN WASTE MANAGEMENT OF UTAH, INC. AND WEST
HAVEN CITY**

DRAFT

CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

THIS CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL (the "Contract" or "Agreement"), is made and entered into this day of _____ 2025 between West Haven City, a corporation of the State of Utah (the "City"), and Waste Management of Utah, Inc., a solid waste disposal/recycling company registered to do business in the State of Utah ("Contractor"). Throughout this Contract, the City and Contractor may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, the Parties entered into a five-year Contract for titled Residential Solid Waste Collection, Disposal, and Recycling ("Five-Year Contract") on December 30, 2020; and

WHEREAS, that Five-Year Contract allowed the Parties to extend the Five-Year Contract for additional terms and for it to be amended if both Parties agreed in writing; and

WHEREAS, the initial term of the Five-Year Contract will expire December 30, 2025, and the Parties now wish to make amendments to the Five-Year Contract; and

WHEREAS, the City desires to continue to have the Contractor perform Residential Solid Waste collection and disposal services under the terms of this Contract;

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

1. The Contractor agrees to provide Residential Solid Waste collection and disposal services to all areas within the City under this Contract and the General Specifications, which are attached and, by this reference, made a part hereof.
2. Contractor agrees to furnish all personnel, labor, equipment, vehicles, licenses, permits, and agreements necessary to provide the automated Residential Solid Waste collection and disposal described and outlined in this Contract and the General Specifications attached hereto.
3. Neither the Contractor nor the City shall be liable for failing to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other contingency beyond the reasonable control of the Contractor or City.
4. All provisions of this Contract and the attached General Specifications shall be strictly complied with by the Contractor. No amendment to the Contract or the General Specifications shall be made unless it is in writing and signed by the Parties.
5. The initial Contract term of this Contract shall be for five (5) years commencing on the date of this Contract. The Contract may, if agreed upon by both Parties, be extended for additional Contract terms of five (5) years each; or, for a shorter duration, if agreed upon by both Parties. It shall be the duty of the Contractor to notify the City at least six (6) months before the expiration of any Contract term that is approaching its termination date. Upon receiving such notice, and consistent with the above language regarding the City's right to extend the Contract, the City and Contractor shall negotiate any extensions to the Contract upon such terms as the Parties may deem appropriate. Any amendments to the Contract shall be valid only if in writing and signed by the Parties.
6. This Contract contains the entire Agreement of the Parties. No prior promises, representations, warranties, inducements, or understandings between the Parties regarding the subject matter hereof, not contained herein, shall be of any force or effect.

7. The Parties agree that should either default in the agreements contained herein; the non-defaulting Party may recover all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgement.
8. The City agrees to pay, and the Contractor agrees to accept the sum as stated in Exhibit 2, which is subject to an annual increase of a fixed three percent (3%) to compensate for inflationary factors associated with providing the services to the City. Notwithstanding anything in the foregoing to the contrary, rates charged by the Contractor may be adjusted on a temporary basis based on increased costs caused by events beyond the Contractor's control, such as changes in law, new or increased governmental fees or regulations directly related to Contractor's industry, or force majeure events, subject only to the City's final review and approval, which approval will not be unreasonably withheld.
9. If any provision or part of this Contract shall be declared illegal, void, or unenforceable for any reason, the other provisions and portions shall not be affected thereby but shall remain in full force and effect.
10. The Contract shall be governed by the laws of the State of Utah, both on interpretation and performance. Jurisdiction and venue for any legal dispute arising out of this Agreement shall be solely proper in the Second District Court of Utah, in and for Weber County, or the Utah District of the Federal Court.
11. This Contract shall inure to the benefit of, and be binding upon, the Parties and their respective performance.
12. Neither Party may assign its rights and interests under this Contract without the other Party's prior written consent having been first obtained.
13. The Contractor is to provide residents of the City with an Approved Residential Garbage Containers and conduct the delivery and retrieval of the residential customer containers throughout the City associated with residents starting and stopping Residential Solid Waste collection services. The Contractor shall ensure container availability and maintenance throughout the contract period.
14. The City shall pay the tipping fees to the County Transfer Station or other waste disposal site agreed upon by the City and the site operator.
15. Contractor agrees to provide proof of insurance, bonding, and any other documentation as stated in Exhibit 1 and consistent with the City's contracting Policies.
16. A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.
17. Terms outlined in the General Specifications, and all addenda and exhibits, are incorporated by reference.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the day and year first herein written above.

By: _____
City Manager, West Haven City

By: _____
Contractor, Waste Management of Utah, Inc

ATTEST:

By: _____
City Recorder

Approved as to Form:
City Attorney

GENERAL SPECIFICATIONS RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

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1.00 DEFINITIONS

The words and terms used shall be defined as follows:

- 1.01 Approved Residential Garbage Containers: Approved Residential Garbage Containers volume shall consist of ninety-six (96) gallons or larger capacity for residential, park, and other City uses for pickup as approved by the City. Containers to be designed specifically for automated collection and have handles and wheels for easy movement. All containers must have permanently attached, tight-fitting lids. Containers must be manufactured using high-grade recyclable polyethylene materials, integrally colored, and contain ultraviolet (UV) inhibitors. Containers must be durable, maneuverable, and safe, and meet American National Standards Institute (ANSI) standards for automated waste collection. The City reserves the right to approve/ reject any proposed containers. Containers currently in use may continue to be used under this Agreement.
- 1.02 Bulky Wastes: Large household items that do not properly fit in the Approved Residential Garbage Containers and can be safely lifted by two people. Bulky Waste does not include any Hazardous Waste, automotive parts, tree stumps, oil or gas, propane tanks, Construction & Demolition Debris, batteries, or Non-processible Waste. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), small appliances, and tires without rims. All liquids must be drained; no item may contain Freon.

- 1.03 City: West Haven City, Utah.
- 1.04 Commercial Solid Waste: Garbage, Rubbish, Trash, Food Wastes, etc., resulting from the normal activities of commercial users.
- 1.05 Commercial Users: An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, governmental entity (excepting West Haven City or the West Haven Special Service Districts), institutional entity, church, school, etc.
- 1.06 Construction and Demolition Waste: Waste materials and rubble resulting from construction, remodeling, repair, or demolition operations on houses, buildings, structures, pavements, etc.
- 1.07 Contractor: The person, corporation, limited liability company, or partnership performing residential solid waste collection and disposal under Contract with the City.
- 1.08 Food Wastes: Animal, vegetable, or mineral wastes derived from the commercial preparation or packaging of foodstuffs.
- 1.09 Garbage: The animal and vegetable waste or food refuse resulting from the handling, preparing, cooking, or consumption of food, which is associated with normal activity of a Residential Unit.
- 1.10 Hazardous Waste: Any chemical, compound, mixture, substance, or article designated by the United States Environmental Protection Agency or the State of Utah Department of Environmental Quality to be "hazardous" as that term is defined by or under Federal, State, or local law.
- 1.11 Non-processible Waste: Goods and materials that are not Residential Solid Waste and/or are prohibited by the disposal facility. Such items include:
- A. Any combustible materials (gasoline, alcohol, diesel, gun powder, etc.)
 - B. Hazardous Waste of any kind
 - C. Any material that, when incinerated, conducts electricity
 - D. Explosives
 - E. Medical or pathological wastes
 - F. Animal or human body part or remains
 - G. Any waste materials with free-draining liquids
 - H. White goods or appliances
 - I. Construction debris, drywall, or non-processible proportions
 - J. Large metal objects of any kind
 - K. Non-processible waste shall also include: Commercial Solid Waste, Food Wastes, and Bulky Wastes, as defined herein.
 - L. Any material on fire, "Hot Load."
- 1.12 Residential Solid Waste: Garbage and Rubbish produced by or resulting from the normal activities of a Residential Unit, or a City facility or site, but not including Non-processible Waste.

- 1.13 Residential Unit: A residential unit shall include, but shall not be limited to, detached dwellings (single-family homes) and mobile homes. A residential unit shall also include attached dwelling units (multi-family homes) consisting of, but not limited to, townhomes, condominiums, and apartments, unless the City Manager determines otherwise. A residential unit shall exclude hotels, motels, and recreational vehicle developments. Each attached dwelling unit shall be considered a separate residence for purposes of billing.

A residential unit shall also exclude a dwelling unit for which the occupants have vacated the premises and requested, and the City has approved, discontinuation of Residential Solid Waste services for that residential unit. If the City approves the discontinuance of services, the Contractor shall retrieve the Approved Residential Garbage Containers and stop invoicing the City for the unit for which services have been discontinued until the time that Residential Solid Waste services for the residential unit resume.

City Code Section 51.04 allows a resident to opt out of the City-provided Residential Solid Waste collection services, provided the resident submits an opt-out form and the City approves the exemption. The definition of Residential Unit does not include City-approved exemptions from the Residential Solid Waste collection services as outlined in City Code Section 51.04.

- 1.14 Rubbish: All solid waste except Garbage and Hazardous Waste, including, but not limited to ashes, bedding, cardboard, paper, wood, cans, metal, glass, crockery, rubber, plastic, leather, rags, and yard waste.

2.00 SCOPE OF WORK

- 2.01 Scope of Work: The work under this Contract shall consist of the items agreed upon in this Contract, including supervision, materials, vehicles, equipment, labor, and all other elements and resources necessary to complete said work under the Contract Documents. The primary scope of work is the weekly collection of Residential Solid Waste from all Residential Units in the City. Collection of waste from any Commercial User or private industrial establishment is not part of this Contract, nor is the collection of separate recycling materials.

3.00 WORKING CONDITIONS

- 3.01 Working Conditions: The Contractor acknowledges that the City is subject to intense inclement weather conditions, including, but not limited to, snow, high-velocity winds, fog, rain, heat, and flooding, and understands that they, the Contractor, are responsible for providing Residential Solid Waste collection and disposal services no matter what the conditions or circumstances, as long as the Contract continues in force. The Contractor is responsible for making all reasonable efforts, including, but not limited to, additional trucks, personnel, extended hours, tire chains, etc., to provide consistent, reliable service.

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, heavy winds, earthquake, or other Act of God, or any other event over which the Contractor has no control. In the case of a natural disaster, extreme weather conditions, human-made event (excepting a City-sponsored event), or Act of God event, the City shall grant the Contractor reasonable variances in routes and schedules as deemed necessary by the Contractor, with concurrence of the City Manager. Also, the City

Manager and the Contractor shall negotiate the amounts to be paid to the Contractor for services performed because of the increased volumes resulting from such Act of God or event.

4.00 COLLECTION FROM PUBLIC SITES

- 4.01 City Sites & Facilities: City sites and facilities are included in this Contract as listed in Exhibit 3 and as amended, and the Contractor shall service all City sites with Approved Residential Garbage or dumpsters when required for the efficient collection and disposal of solid waste. The Contractor shall collect the Residential Solid Waste from City sites and facilities at no charge.

5.00 MATERIALS COLLECTED

- 5.01 Materials Collected: The Contractor shall collect Residential Solid Waste as defined in this document.
- 5.02 Non-processible and Hazardous Wastes: The Contractor shall not be required to provide haul service for Non-processible Waste. The Contractor will not knowingly collect Hazardous Wastes unless specifically requested by the resident, approved by the City, and agreed to by the Contractor. Residents who dispose of Hazardous Waste without providing proper notice and obtaining prior approval from both the City and Contractor shall be responsible for any additional disposal charges and clean-up fees.

6.00 CONTAINERS

- 6.01 Unapproved Containers: The Contractor shall not be required to collect Residential Solid Waste unless it is in an Approved Residential Garbage Container as defined in Paragraph 1.01, except as otherwise provided for in this Agreement.
- 6.02 Special Services and Containers: The Contractor shall provide, at no additional cost, special service for disabled persons or senior citizens not able to handle the approved garbage container. Such special services will be researched, directed, and approved by the City Public Works Director, and special service approvals will be provided to the Contractor. Contractor shall make the final determination that it is safe for Contractor's employees to provide approved special services; however, such services shall not be unreasonably withheld.
- 6.03 Container Location: City shall notify its residents by reasonable means that they are to place all Approved Residential Garbage Containers within two (2) feet of the blacktop, or in the gutter if curb and gutter is present, and at a location readily accessible to the Contractor and equipment unless previous arrangements are made between the resident and the Contractor. If the resident has both solid waste collection services, the containers shall be separated by four (4) feet.
- 6.04 Container Replacement: All Approved Residential Garbage Containers needing replacement shall be replaced by the Contractor through coordination with the City during the term of this Contract. The Contractor may charge the City (and City may then bill the resident) reasonable replacement costs for damage not associated with normal wear and tear.

7.00 COLLECTION OPERATION

- 7.01 Collection Point: Regular collection points for Residential Solid Waste Collection from Public Streets shall be as set out in the Contract or as otherwise reasonably directed by the City. The collection point for City facilities and sites shall be as determined by the City, and approved by the Contractor, and whose approval shall not be unreasonably withheld.
- 7.02 Collection Equipment: The Contractor shall provide enough vehicles and equipment approved by the City for regular Residential Solid Waste collection services. Collection services for Residential Solid Waste shall be separate vehicles and equipment necessary to deliver the collected materials to the proper Transfer and Sort Center for disposal (Residential Solid Waste). Vehicles and equipment shall be kept in good condition and repair, appearance, and in an acceptable sanitary condition at all times, properly inspected, and meeting State and local requirements for road conditions and emissions. If the Parties agree to implement a contamination and overage monitoring program, and fees, vehicles shall be equipped with electronic devices to monitor and record the types of materials that Residents place within their Approved Residential Garbage Containers, and if the containers were at the collection point at the time that the Contractor serviced the public street. Each vehicle shall have the name and telephone number of the Contractor visible on each side. Contractors are to remove any vehicle leaking vehicle fluid from service in the City.
- 7.03 Hauling: All solid waste hauled by the Contractor shall be enclosed so that leaking, spilling, or blowing of the collected material is prevented under industry best practices and consistent with Utah law. If any spillage occurs by the Contractor, the Contractor shall immediately clean up the spilled material. The Contractor shall immediately clean up any fluid leaks emanating from the Contractor's collecting equipment, including, but not limited to, hydraulic fluids and oil, besides any waste spillage.
- 7.04 Litter: The Contractor shall not litter premises in the process of making collections and shall manually retrieve and collect any such litter that occurs. The Contractor shall not be required to collect or clean up material not placed in an Approved Residential Garbage Container or other containers herein described (i.e., larger roll-off containers, etc.).
- 7.05 Residential Solid Waste Disposal Facility: All Residential Solid Waste collected shall be hauled by the Contractor to the designated location or site of the City's choice, and approved by the Contractor, whose approval shall not unreasonably be withheld. If City's designated location or site is appreciably greater distance from the City's incorporated limits and the Weber County's transfer station, then the Contractor may negotiate an increase associated with the difference in travel time and miles incurred by the Contractor. The Contractor shall become familiar with and abide and operate by all rules, regulations, laws, contracts, provisions, etc., related to using such disposal facility and the proper disposal of waste materials.
- 7.06 Collection Schedule for Waste: The Contractor shall prepare and submit for approval by the City Manager a collection schedule consisting of the day of the week and time at which collection services may commence. The collection schedule shall ensure regular weekly collection services for Residential Solid Waste throughout the City. Adequate equipment, labor, supervision, and materials shall be provided by the Contractor to start work on the date ordered by the City and to comply with the approved collection schedule. The collection schedule shall show the days of the week on which collection will be made at each Residential Unit in the various designated collection zones or the City. All regular

collections shall be made Monday through Saturday. Adjustments may be made for holidays or emergencies with the prior written concurrence of the City Manager.

1. Maps and schedules of collection routes and zones shall be provided to the City Manager at least thirty (30) days before initiating collection operations or changes in service.
2. Maps and schedules of collection routes and zones shall show the day for regularly scheduled pickup for each route and zone.
3. The City Manager shall give prior written approval to all routes, zones, and schedules when established or changed before the Contractor's implementation of those changes.
4. Changes in regular collection routes, zones, or schedules shall not be made more often than once during any six (6) month period without the written consent of the City Manager.

7.07 Holidays: The following shall be holidays for purposes of this Contract:

HOLIDAYS

TRANSFER STATION CLOSED

*TRANSFER STATION: CLOSED AT 2:00 P.M.

New Year's Day
Memorial Day
Independence Day
Labor Day
Christmas Day
Thanksgiving Day

*Martin Luther King Jr. Day
*President's Day
*Pioneer Day
*Veteran's Day
*Juneteenth
*Christmas Eve
*New Year's Eve

Contractor shall observe all the cited holidays by the suspension of collection service to the City on that holiday. If collection is made the day immediately following the holiday, no published notice shall be necessary. If early closing of the Weber County Transfer Station on Martin Luther King Day, President's Day, Columbus Day, Veterans' Day, or other days will affect collection services; the following paragraph applies.

Contractor will have the option of not performing collection services regarding the above dates with an asterisk. If it exercises such option, the Contractor shall notify every Residential Unit in the City of the holiday collection schedule by posting a notice in the City's monthly newsletter or using other City-approved means. The notice shall clearly state the new collection date and the zone affected by the new collection schedule.

7.08 Time of Collection: The Contractor shall not commence the collection of Residential Solid Waste in residential areas before 7:00 A.M. nor continue after 8:00 P.M. without the approval of the City Manager.

7.09 City Not Liable for Delay: The City shall not be liable or responsible to the Contractor, or any other person or entity, for or because of any stoppage or delay in the work herein provided for by injunction or other legal, equitable proceedings, or from or by or because of any delay for any cause over which the City has no control. Contractor shall indemnify, defend, and hold harmless

the City from any claims, demands, damages, fees, fines, complaints, and suits arising from or associated with any delay of collection, which is not the sole cause of the City's action or inaction.

- 7.10 Commercial Collection: The Contractor may deal directly with Commercial Users, business, commercial, industrial, and institutional establishments for waste disposal services. All sums collected by the Contractor from such establishments shall belong to the Contractor as compensation and shall not be counted under this Agreement. The City, however, does not, by this Agreement, purport to grant to the Contractor the exclusive right to collect and dispose of such Commercial Users, business, commercial, industrial, and institutional commercial solid waste, the same being a matter of negotiation and individual agreement with the establishments. If the Contractor handles such Commercial User, business, commercial, industrial, and institutional commercial solid waste, the Contractor shall be required to obtain a City business license and to comply with all applicable ordinances and regulations regarding the hauling and disposal thereof. Contractor agrees not to co-mingle any Commercial User, business, commercial, industrial, and institutional waste with that collected from Residential Units, excepting City buildings or facilities, City parks or sites, and special pickups within the City, which is approved by the City, nor co-mingle any wastes collected outside the City with those collected under this Agreement. Contractor shall indemnify, defend, and hold harmless the City from any claims, demands, damages, fees, fines, complaints, and suits arising from or associated with any such activity set forth within, or implied by, this Section.

- 7.11 Books, Records, Electronic Records, and Contract Confidentiality: The Contractor shall keep records of Residential Solid Waste collected and delivered to the disposal facility and of the charges therefrom. The Contractor further agrees to furnish to the City and its officials, coincident with and as a condition of processing monthly payment requests, a record showing amounts of waste so delivered and the days of delivery of the same, with truck identification. The City and its officials may review any records that pertain to said deliveries or to payments due to the Contractor. If the parties agree to implement a contamination and overage monitoring program, and fees, the City and its officials may also review any electronic records captured by the Contractor's electronic devices used in monitoring and recording the types of materials that Residents place within their Approved Residential Garbage Containers, and if the containers were at the collection point at the time that the Contractor serviced the public street.

All information so obtained shall be confidential and shall not be released by the City unless authorized in writing by the Contractor or otherwise determined by the City Attorney to be subject to a Government Records Management Act, in which the City is legally required to release such a record upon a written request by a member of the public.

- 7.12 Tipping Fees: The City shall pay all tipping fees associated with this Contract to the entities approved by the City.
- 7.13 Notifications of Violations: The Contractor's employees shall notify residents and property owners of violations of the City's garbage collection and disposal regulations. Notifications shall be given by filling out and attaching to the garbage can handle a violation notification form, which shall be approved by the City Manager and provided by the Contractor. Notifications may be sent electronically by email or text if the resident opts into such service. The Contractor's employee shall keep a written record of all such notices distributed and shall furnish the same to the City, coincident with and as a condition of processing monthly invoice requests, a monthly written summary of all such notices given.

8.00 CONTRACTOR EMPLOYEES

- 8.01 Contractor Employees: The Contractor agrees to prohibit any of its employees from working while under the influence of alcohol, drugs, or when otherwise impaired and to prohibit the drinking of alcoholic beverages by Contractor's drivers and crew members while on duty or while performing their duties under this Contract. Contractor's employees shall wear a clean uniform bearing the Contractor's name. Contractor's employees who normally and regularly come into direct contact with the public shall wear some means of individual identification, such as a name tag or identification card. The Contractor's employees driving the Contractor's vehicles shall, at all times, possess and carry a valid commercial driver's license issued by the State of Utah, with the proper class of license required to operate the collection vehicle being operated. Contractor's employees, officers, agents, and sub-contractors may never identify themselves or, in any way, represent themselves as being employees or agents of the City. The Contractor's employees shall be legal residents of the United States of America or shall have the proper and current legal authority to work within the United States of America.

9.00 COMPLAINTS

- 9.01 Workmanlike Manner: It is of the utmost importance that any material part of this Contract, that the services delivered under this Contract be provided in a reasonable, responsive, and workmanlike manner, consistent with or exceeding existing industry standards, sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this Contract, Contractor assures the City that services will be performed in this manner, and that Contractor will also adhere to the terms in this Section and otherwise included in the Contract.
- 9.02 Office: The Contractor shall maintain a local telephone number or such other office facilities through which they can be contacted. Such office or contact point shall have sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular business days, and available to answer phone calls. Such office shall be within a reasonable distance from the City limits, as determined by the City Manager.
- The Contractor shall maintain the capability to receive service complaints by telephone, during all regular working hours, and by phone, in person, or by a recorder, at all other times. The Contractor shall furnish the City officials with after-hours telephone numbers for emergency response.
- 9.03 Response and Resolution: The Contractor shall resolve all complaints regarding services in a prompt, courteous, and expeditious manner. Whenever the Contractor receives a notification of locations which have not received scheduled services, the Contractor shall provide: 1) same-day collection if the notice is received before 12:00 P.M., or 2) by 10:00 A.M. the following day, if notice is received after 12:00 P.M. Contractor shall report the disposition of all complaints via telephone, voice message, or email to the designated City representative promptly. The Contractor shall make its best effort to pick up on the same day.
- 9.04 Documentation: The Contractor shall maintain a permanent log of all service complaints, which will specify the following items as a minimum:

1. Name, address, and phone number of the complainant.

2. Date and time (hour) the complaint was received.
3. Specific nature of the complaint.
4. Date and time (hour) the complaint response was made.
5. Date and time the complaint was resolved.
6. Manner in which the complaint was resolved.

The Contractor shall submit a monthly summary of this log to the City coincident with and as a condition of processing monthly payment requests.

- 9.05 Performance Standards and Penalties: Should the number of verified Residential Units missed services per day exceed 2% during any month, the Contractor shall be notified and a penalty equal to \$10.00 times the number of missed services shall be deducted from the Contractor's billing. This penalty is subject to the provisions in this Contract.

On the second notice of any verified uncorrected complaint, the City may, at its option, remedy the complaint and assess \$50.00 as liquidated damages, to be deducted from that month's billing. The Contractor and City recognize that the City will suffer damages if the Contractor violates the provisions, that such damages would be difficult to ascertain, and that the sum is a reasonable and agreed estimate of the City's actual damages for each such failure of the Contractor.

10.00 LAWS, LICENSES AND TAXES

- 10.01 Law, Licenses, and Taxes: The Contractor shall conduct operations under this Contract in compliance with all applicable laws; however, these General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

11.00 NONDISCRIMINATION

- 11.01 Nondiscrimination: The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin, or any other protected class of discrimination required by law.

12.00 INDEMNITY

- 12.01 Indemnity: The Contractor shall unconditionally, and on-demand, indemnify fully and hold and save harmless the City, its officers, employees, agents, howsoever denominated, and all other persons, firms, and corporations, for whose action they may be liable, against and regarding any claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) actions, causes of action, loss of services, expenses and compensation for, or connected with, growing out of any known and unknown damages and claims resulting from any work done in the performance, or failed performance, of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees. The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

13.00 INSURANCE

- 13.01 Insurance: Contractor has and shall maintain a commercial general property and general liability insurance policy of at least \$5,000,000 each occurrence, with the City as an additional named insured, to ensure the City is protected from all liability in connection with Contractor's performance of the duties required in this Contract to provide its services for the City (except to the extent liability is caused by City). Proof of said insurance shall be provided to the City. In addition, the Contractor shall provide and maintain all insurance in the types and amounts required by Exhibit 1, which is attached hereto and incorporated herein by this reference.

14.00 BOND

- 14.01 Performance Bond: Contractor shall execute and deliver to the City a performance bond with a satisfactory corporate surety, conditioned upon the faithful performance of this Contract. The performance bond shall be in the amount equal to four (4) months estimated gross annual revenue and shall be in force for the full term of the Contract.

This Contract shall not become effective until the bond has been delivered to the City and approved by the City Attorney. The City may terminate this Contract at any time if the bond is canceled or the surety thereon relieved from liability. The term of such performance bond shall be the same as the term of the Contract.

The Contractor shall pay the premium for the bond described above.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Utah.

- 14.02 Power of Attorney: Attorney-in-fact that signs performance bonds or contract bonds shall file with each bond a certified and dated copy of their power of attorney.

15.00 BASIS OF METHOD AND PAYMENT

- 15.01 Basis of Method & Payment: Payment shall be based upon the Contractor's best determination of the number of Residential Units (see definition of Residential Unit), with: Approved Residential Solid Waste Containers prorated for the length of time during a month that the Residential Unit was receiving services, multiplied by the respective fee amounts for collection of approved containers. Contractor shall submit a written request for payment to the City within ten (10) days after the end of the monthly period for services performed. Such a written request will include the number and type of containers forming the basis of the invoice. The City shall pay the Contractor within thirty (30) days after the date the request is submitted. If there is a discrepancy between the number of Approved Residential Solid Waste Containers claimed by Contractor compared to the City's records, the Parties shall work in good faith to reconcile the discrepancy, and upon coming to an agreement, the City and Contractor shall adjust the previous payment according to the agreed-upon number of containers. At reasonable and regular intervals, the Contractor shall conduct a Residential Solid Waste Container audit by physically counting the number and types of containers dispersed throughout the City.

16.00 TRANSFERABILITY OF CONTRACT

- 16.01 Transferability of Contract: No assignment of this Contract or any right accruing under

this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liabilities and obligations of the Contractor under this Contract.

17.00 OWNERSHIP

17.01 Approved Waste Containers: All Approved Residential Solid Waste Containers shall remain under the ownership of the Contractor.

17.02 Recovery: Contractor shall use commercially reasonable efforts to recover any items which a resident may have inadvertently or unintentionally deposited in a container and, if located, will relinquish possession and title to such resident.

18.00 TERMINATION

18.01 Failure to Perform: The standard for default in performance by the Contractor is one or more of the following:

1. Failure to provide the services indicated for a period of over two (2) consecutive scheduled working days.
2. Bonafide complaints or missed services during a month numbering over two (2%) percent of the Residential Units each week.
3. Failure to otherwise perform the requirements of this Contract.

18.02 City Remedies: Pursuant to Section 18.03, if the Contractor is found in default of performance, the City may take any of the following actions or other actions permitted by law:

1. The City may provide the Contractor with a specified probationary period during which deficiencies outlined in writing are to be resolved to the satisfaction of the City. During this probationary period, the City may withhold ten (10%) percent of the payment due to the Contractor until deficiencies are resolved.
2. Employ such means as the City may deem advisable and appropriate in its sole discretion to continue work until the matter is resolved and the Contractor is again able to carry out operations under this Contract.
3. Deduct any expenses incurred by the City from any money then due or to become due to the Contractor and/or, should the City's cost for continuing the operation exceed the amount due to the Contractor, collect the amount due, either from the Contractor or Contractor's surety company or both.
4. Terminate the Contractor pursuant to Section 18.03.
5. File a lawsuit against the Contractor for damages and any other legal or equitable relief allowed by law.
6. Section 18.02 is not a limitation of remedies available to the City.

18.03 Breach of Contract: All terms, conditions, and specifications of the Contract are material, and failure to perform any part of the Contract shall be a breach of contract. Should the Contractor fail to perform any of their contractual obligations, the City may, at its option, terminate the Contract after a thirty (30) day probationary period if the Contractor has not corrected the violation. The prevailing Party to any dispute, litigation, or other attempt to enforce or defend one's rights under this Contract may recover from the other Party all

attorneys' fees and costs incurred.

- 18.04 Contract Cancellation: This Agreement may be terminated by either Party upon one hundred eighty (180) days' written notice to the other Party for just cause (i.e., work performance), provided Contractor had an opportunity to cure pursuant to Section 18.03 and failed to. However, each Party shall perform its respective duties under this Contract during the one hundred eighty (180) day period.

DRAFT

EXHIBIT 1

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH WEST HAVEN CITY

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work by the CONTRACTOR, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be at the CONTRACTOR'S expense.

I. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain limits as outlined in The Agreement (**Paragraph 13.00**), but in no event less than:

General Liability: \$5,000,000 combined single limit per occurrence, personal injury, and property damage. \$6,000,000 aggregate for Commercial General Liability is required.

Automobile Liability: \$5,000,000 per occurrence. "Any Auto" coverage is required.

Worker's Compensation and Employer's Liability: Worker's compensation statutory limits as required by the Workers Compensation Act of the State of Utah, and Employer's Liability limits of at least \$100,000 per occurrence.

Excess Umbrella Liability: \$5,000,000

II. SELF-INSURED RETENTIONS

Any self-insured retention exceeding 5% limit of the policy must be declared to and approved by the CITY. The insurer may be required by the CITY, at its sole discretion, to either reduce or eliminate self-insured retention as respects the CITY, its officers, officials, and employees; or the CONTRACTOR may be required to procure a bond guaranteeing payment of losses and related investigations, claims distribution, and defense expenses.

III. NOTICE OF INCIDENT OR ACCIDENT

CONTRACTOR shall disclose to the CITY all incidents or occurrences of accident, injury, and/or property damage, with an estimated value of \$1,000 or more in damages, that occur as a result of fulfilling this Contract

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automotive Liability Coverages

- A. West Haven City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, hired, or borrowed by the

CONTRACTOR. The coverage shall contain no special limitations on protection afforded to the CITY, its officers, officials, employees, or volunteers.

- B. The CONTRACTOR'S insurance coverage shall be primary insurance in respect and application to the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be in excess of, and secondary to, the CONTRACTOR'S insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or volunteers.
- D. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers' Liability Coverage

- A. The CONTRACTOR shall maintain its own Workers' Compensation and Employee Liability Coverage and agrees to waive any rights of subrogation against the CITY, its officers, officials, employees, and volunteers for any losses, however denominated, arising from work performed by the contracting Party for the CITY.

All Coverages

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to the CITY.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a "Bests" rating of no less than A-, and in the Limits as listed in this document, unless otherwise approved by the City.

VI. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the CITY with acceptable certificates of insurance and with original endorsements affecting coverage required by this document, with the City named as an additional insured. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf and attached to Exhibit 1. The CITY reserves the right to review complete, certified copies of all required insurance policies, with all endorsements, at any time, during normal business hours, at the CONTRACTOR'S Houston, TX office.

EXHIBIT 3 – CITY SITES (PARKS) AND FACILITIES

City Sites (Parks)

- *Sycamore Park- Approved Residential Garbage Containers.*
2550 South 2300 West
West Haven, UT 84401
- *Holmes Park- Approved Residential Garbage Containers.*
1775 South 2475 West
West Haven, UT 84401
- *Country Haven Park- Approved Residential Garbage Containers.*
3950 South 3650 West
West Haven, UT 84401
- *Tuscan Park- Approved Residential Garbage Containers.*
2125 West 3100 South
West Haven, UT 84401
- *Staker Farms Park- Approved Residential Garbage Containers.*
2875 South 3500 West
West Haven, UT 84401
- *Stonefield Park- Approved Residential Garbage Containers.*
4500 South and 4700 West
West Haven, UT 84401
- *Fair Grove Park- Approved Residential Garbage Containers.*
4150 South 4700 West
West Haven, UT 84401
- *Salt Point Park- Approved Residential Garbage Containers.*
3250 West 3800 South
West Haven, UT 84401
- *Windsor Farms Park- Approved Residential Garbage Containers.*
2683 South 3150 West
West Haven, UT 84401
- *Sports Park - Approved Residential Garbage Containers.*
4215 South 3900 West
West Haven, UT 84401
- *R. Kenneth Baldwin Country Park- Approved Residential Garbage Containers.*
2825 West 3300 South

EXHIBIT 2 -- PROPOSED MONTHLY AND MISCELLANEOUS CHARGES

Bid Options	Proposed Rates	Frequency
Residential Solid Waste (weekly collection)		
First Waste Container	\$7.02	Per month
Additional Waste Container(s)	\$3.73	Per month
Roll Off – 30 Yard	\$144.78	Per haul (does not include tipping fees)
Disposal Tonnage	\$58.90	Per ton
Overage Fee (when applicable)	\$5.56	Per Incident
Contamination Fee (when applicable)	\$5.56	Per Incident
Container Replacement (Damage by Customer)	\$77.25	

West Haven, UT 84401

- *Poulter Pond* - Approved Residential Garbage Containers.
4155 West 3650 South
West Haven, UT 84401
- *Prevedel Nature Park East*- Approved Residential Garbage Containers.
1300 South Wilson Cove Road
West Haven, UT 84401
- *Prevedel Nature Park West*- Approved Residential Garbage Containers.
1300 S 2300 W
West Haven, UT 84401
- *Park and Ride*- Approved Residential Garbage Containers.
910 W. 2100 S
West Haven, UT 84401
- *West Haven Arena (behind County Park)*- Dumpster
2900 West 3300 South
West Haven, UT 84401

City Facilities

- *The Barn Community Center*- Dumpster
3785 W. Green Farm Way
West Haven, UT 84401
- *City Hall*- Dumpster
4150 South 3900 West
West Haven, UT 84401
- *Sewer Shop*- Approved Residential Garbage Containers.
3816 South 4450 West
West Haven, UT 84401
- *Public Works Complex*- Dumpster
2825 West 3300 South
West Haven, UT 84401

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: November 5, 2025

SUBJECT: Ordinance amending the City Code regarding Garbage and Waste Collection Requirements



As you know, for the November 5, 2025, City Council meeting, there is an agenda item proposing to extend the garbage collection and disposal contract between West Haven City and Waste Management. As part of the process to extend this contract, some of the proposed terms are being changed. If the draft contract is approved as proposed, corresponding changes to the City Code regarding garbage and waste collection requirements will be needed to ensure consistency. These proposed changes to the ordinance are identified using strikethrough and underlining.

ORDINANCE NO. 12-2025

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

Section 1. Recitals:

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

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

WHEREAS, West Haven City has adopted and promulgated City ordinances and rules regarding requirements of garbage collection and disposal in the West Haven City Code Chapter 51: Garbage, Collection, and Disposal; and,

WHEREAS, the City Council finds that the City now wishes to have certain changes to the City Code Chapter 51 be made; and,

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

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

1. West Haven Code Chapter 51: GARBAGE, COLLECTION, AND DISPOSAL” shall be amended, which changes to the language are in red and are attached as Attachment “A” to this Ordinance.
2. The foregoing Recitals are fully incorporated herein.

Section 2. Repealer of Conflicting Enactments:

All orders, ordinances, and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with the

provisions of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3. Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect:

BE IT FURTHER ORDAINED this Ordinance will become effective on the 5th day of November 2025 and after publication or posting as required by law.

DATED this 5th day of November 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. 12-2025, entitled “AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY CODE REGARDING GARBAGE AND WASTE COLLECTION REQUIREMENTS; MAKING CERTAIN AND NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES,”** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on November 5, 2025 which appears of record in my office, with the date of posting or publication being November 5, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 5th day of November 2025.

Emily Green
City Recorder

(city seal)

ATTACHMENT “A”

Attached to Resolution 12-2025

AMENDMENTS TO CHAPTER 51: GARBAGE, COLLECTION, AND DISPOSAL

DRAFT

CHAPTER 51: GARBAGE, COLLECTION, AND DISPOSAL

§51.01 GENERALLY.

Due to the potential health, safety, and welfare hazards posed by garbage and other refuse, the city is authorized, and shall have power to develop and enforce, ordinances, rules, and regulations governing the disposal and collection of garbage.
(Prior Code, § 8.07.010) (Ord. 39-2020, passed 11-4-2020)

§51.02 DEFINITIONS.

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

COMMERCIAL HAULER. Any person or entity who, in the regular course of business or for a fee, collects, transports, and disposes of commercial waste.

COMMERCIAL PROPERTY.

- (1) Any premises or property:
 - (a) Used primarily in connection with the supply of goods or services on a regular basis or in the regular course of business, or for which a business license is required by any state law or local ordinance;
 - (b) Containing a structure hooked to power and water, and used for human habitation on an overnight or other temporary rental basis of less than 30 consecutive days; or
 - (c) Containing a structure with more than eight dwelling units hooked to power and water, and used for human habitation on a rental basis.
- (2) **COMMERCIAL PROPERTY** shall include, but shall not be limited to, business establishments, hotels, motels, recreational vehicle developments, and apartments.

COMMERCIAL WASTE. Any garbage, rubbish, trash, and the like, produced by businesses or resulting from normal activities on, or use of, commercial property or premises.

CONTAINER. A waste receptacle approved by the city, with a capacity of 94 gallons and equipped with a tightfitting, permanently-attached lid and wheels for easy movement, and which is specifically designed for automated, or semiautomated, pickup.

DUMPSTER. Any container constructed of metal, of two yards' volume or more, and designed to be compatible with mechanical collection equipment.

PRIVATE HAULER.

- (1) Any person or entity who, as the owner, tenant, or other occupant of property or premises classified as commercial, collects, and disposes of, solid waste generated by the use of said property; and
- (2) Any person or entity who collects, and disposes of, construction debris.

RESIDENTIAL UNIT. Shall include, but shall not be limited to, ~~single homes, mobile homes, townhomes, condominiums and apartments not contained in, or a part of, an apartment complex of more than eight units, but shall exclude hotels, motels, recreational vehicle developments, and apartment complexes with structures containing more than eight dwelling units.~~ **detached dwellings (single-family homes) and mobile homes.** A residential unit shall also include attached dwelling units (multi-family homes) consisting of, but not limited to, townhomes, condominiums, and apartments, unless the City Manager determines otherwise. A residential unit shall exclude hotels, motels, and recreational vehicle developments. Each attached dwelling unit shall be considered a separate residence for purposes of billing.

A residential unit shall also exclude a dwelling unit for which the occupants have vacated the premises and requested, and the City has approved, discontinuation of Residential Solid Waste services for that residential unit.

RESIDENTIAL PROPERTY. Any property or premises containing a structure hooked to culinary water and power, and which is intended, or used, for human habitation, but excluding:

(1) Property or premises containing a structure hooked to power and water, and used for human habitation on an overnight or other temporary rental basis of less than 30 consecutive days.; ~~and~~

~~—(2) Property or premises containing a structure with more than eight dwelling units which is hooked to power and water, and used for human habitation on a rental basis.~~

RESIDENTIAL WASTE. Garbage, rubbish, trash, bulky waste, and other waste produced by, or resulting from, the normal activities on, or use of, a residential property or premises.

RESIDENTIAL WASTE does not include hazardous waste, special waste, or stable matter.

SOLID WASTE. Shall have the same meaning as specified in UCA § 19-6-502(10). (Prior Code, § 8.07.020) (Ord. 39-2020, passed 11-4-2020)

§51.03 RESIDENTIAL CURBSIDE COLLECTION.

(A) *General.* Each residence or residential unit within the city shall have its solid waste removed by the city or the city's contracted service provider.

(B) *Approved containers provided.* All solid waste to be collected and disposed of by the city from residential users must be placed only in approved containers provided by the city or its service provider. Ownership of containers is retained by the city or its service provider. Containers are to remain on the premises. Every resident, or owner, issued a container shall be responsible for containers issued to his or her account.

(C) *Issuance.* Occupants of ~~single-family dwellings not exceeding eight independent units a~~ **residential unit** shall be issued one container per ~~residence or~~ **residential** unit. Additional containers will be provided upon request. The cost for additional containers will be as set forth in the city's fee schedule.

(D) *Placement for collection; removal.* Containers holding residential solid waste to be collected and hauled by the city, or its contractor, are to be set out for collection not earlier than

24 hours before the designated collection day. All empty containers must be removed from the street the same day they were emptied.

(E) *Closure*. All garbage must be placed in containers that shall, at all times, be kept securely closed and kept in such place and in such manner as to prevent offensive odors in the neighborhood.

(F) *Ashes*. No hot ashes shall be deposited in the same vessel or container with combustible garbage. No hot ashes shall be placed out for collection or removal.

(G) *Care and maintenance*. Containers shall be kept free from destructive or decorative markings, shall maintain the original color, and shall keep the inside of the container clean and free from buildup of fungus, bacteria, or any other contamination which causes odors or facilitates the deterioration of the container. Any damage to the container, or malfunctioning, must be reported to the Public Works Department of the city.

(Prior Code, § 8.07.030) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

§51.04 EXEMPTIONS TO RESIDENTIAL CURBSIDE COLLECTION.

(A) A resident, or the owner of a residential unit, may elect to opt out of city-provided collection service; provided that the opt-out election is communicated to the City Recorder using the city-approved form, and only if collection of residential waste may be accomplished by use of dumpsters in these instances:

(1) Apartments, or other high-density residential developments, of more than eight units as approved by the city.

(2) Residential lots of eight-tenths acres, or larger, in size with these restrictions:

(a) In neighborhoods with curbs and gutters, dumpsters must be mobile in nature and kept off the street, except on the designated collection day; and

(b) In neighborhoods without curbs and gutters, dumpsters, whether stationary or mobile, must be placed and maintained on the resident's property outside of the city's right-of-way.

(3) Residential lots with a city-licensed business.

(B) Review and determination of all opt-out requests will be decided by the City Manager. Residents may appeal the City Manager's decision, in writing, to the City Council.

(C) Accessory dwelling units (ADU), as defined in § [157.455](#), are exempt from the requirement to have an individual trash container.

(Prior Code, § 8.07.040) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

§51.05 BILLING.

(A) Fees for residential waste collection provided by the city shall be billed, and must be paid, monthly.

(B) These fees shall be included as a part of regular billing for other municipal services supplied by the city, including, but not limited to, sanitary sewer system, storm sewer system, culinary water system, and the like.

(C) Failure to timely pay any portion of the utility bill shall be subject to all collection procedures for other utility services provided by the city.

(Prior Code, § 8.07.050) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

§51.06 COLLECTION OF COMMERCIAL WASTE.

Nothing in this chapter shall preclude the owner or lessee of any commercial property or premises from transporting his or her own commercial waste to the landfill, transfer station, or contracting for its removal with a commercial hauler properly licensed, and authorized, to conduct business within the city.

(Prior Code, § 8.07.060) (Ord. 39-2020, passed 11-4-2020)

§51.07 COMMERCIAL OR PRIVATE HAULERS.

No private or commercial hauler may collect, or dispose of, commercial solid waste generated by businesses or through the use of commercial property within the city without having first obtained a license to operate as a private or commercial hauler.

(Prior Code, § 8.07.070) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

§51.08 COLLECTION VEHICLES.

All trucks or other vehicles used by any private or commercial hauler to collect or transport solid waste within the city shall:

- (A) Be maintained in a good mechanical condition;
- (B) Have fully enclosed sides and bottom, and otherwise be constructed as to prevent the contents of the vehicle from spilling or blowing while the vehicle is in motion;
- (C) Clearly bear on the outside of the body of the vehicle the name and telephone number of the hauler; and
- (D) Comply with all provisions of all applicable state or federal regulations, or laws, concerning the collection, transportation, or disposal of solid waste.

(Prior Code, § 8.07.080) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

§51.09 TRANSPORTATION OF WASTE.

All solid waste transported by any private or commercial hauler shall be contained, tied, or enclosed such that leaking, spilling, or blowing are prevented during transportation.

(Prior Code, § 8.07.090) (Ord. 39-2020, passed 11-4-2020) Penalty, see § [10.99](#)

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: November 5, 2025

SUBJECT: Resolution authorizing the amendment of the Personnel Policy Handbook



On August 20, 2025, the City Council reviewed amendments to the City's Personnel Policy Handbook. One of the proposed amendments discussed at the August 20, 2025, meeting concerned the lunch break. An excerpt from the minutes from this meeting is as follows:

Councilmember Call expressed concern about changing the lunch break in the personnel policy handbook. She said she understands the reason this topic has been discussed. She said she has been at City Hall and watched employees working through lunch, and she has also seen employees utilize the lunch break. She expressed reservations about changing the schedule for employees who have had this benefit for so long.

Councilmember Morse said if employees are working through their lunch break, she would be ok with them having a paid working lunch. She clarified that if they leave the building or are in the break room eating their lunch and not working, they should clock out. Councilmember Dixon agreed with Councilmember Morse. Councilmember Saunders said he does not have an issue with it, but if it makes management more difficult, that could be problematic.

Shawn Warnke said he thinks the personnel policy does need to be clarified. He said he thinks employees who are out in the field do need breaks, but they would just need to be minimal or an appropriate amount of time, and he would rely on department heads to monitor that. Mayor Vanderwood said this is something that should be managed by the department heads. Councilmember Call made a motion to adopt resolution 43-2025.

The City Council approved Resolution 43-2025, which approved amendments to the City's Personnel Policy Handbook, but tabled Sections 3.4 and 3.10 concerning lunch breaks. The City Council requested that the City Manager revise the policy to accommodate employees who wish to work through their lunch break and provide guidance on how Department Heads could manage this allowance. A revised lunch policy, based upon the City Council's discussion at the August 20, 2025, City Council meeting, was prepared for the October 15, 2025, City Council meeting.

On October 15, 2025, the City Council reviewed a new version of the proposed policy for Sections 3.4 and 3.10 concerning lunch breaks. At this meeting, the City Council requested further modifications to the policy. Based on the City staff's understanding of this guidance, a new version has been drafted for the City Council's review and consideration.

Resolution No. 49-2025

RESOLUTION OF WEST HAVEN CITY AUTHORIZING AMENDING THE WEST HAVEN CITY PERSONNEL POLICY HANDBOOK; AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

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

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution, including, but not limited to, the adoption of policies and procedures for employees of the City; and,

WHEREAS, the City Council has adopted a West Haven City Personnel Policy Handbook ("Handbook") for the employees; and

WHEREAS, since the original adoption of the Handbook, the staff has found certain sections of the Handbook that need to be amended and updated;

WHEREAS, the City Council wishes to have an updated Handbook to best help ensure compliance with the outlined rules and procedures by management and help meet the needs of the employees; and

WHEREAS, after reviewing the proposed amendments by staff, the City Council believes that in order to be able to work towards the goal of having an updated Handbook, the Council needs to adopt the proposed new language for the Handbook; and

WHEREAS, the City Council finds that adopting these amendments to the Handbook will help ensure compliance with these rules and procedures through a process consistent with the best interests of the City and its employees; and

WHEREAS, at this time, the City Council wishes to adopt the proposed amendments to the City of West Haven Personnel Policy Handbook, which is attached as Attachment "A", to achieve this goal; and

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

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

1. The West Haven City Personnel Policy Handbook shall be amended to repeal Section 3.10(C).
2. The West Haven City Personnel Policy Handbook language in Section 3.04 and Section 3.10 shall be added and amended as shown in red and attached as

Attachment “A” and is fully incorporated by this reference; and is approved and adopted by the City Council.

3. The Mayor is authorized to sign this Resolution.
4. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 5th day of November 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 5th day of November 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 49-2025

Amendments as Shown in Red to the West Haven Personnel Policy Handbook

3.4 Overtime and Hours of Work

- H. The normal work schedule for ~~most non-exempt~~ employees is ten (10) hours a day, ~~with a 30-minute unpaid lunch~~, four (4) days a week, ~~Monday through Thursday~~. Department Heads, in coordination with the City Manager, shall set the hours of work according to the operating requirements of their respective departments in providing service to the public. For the Public Works Department, Parks & Recreation Department, and Building Division of the Community Development Department, the hours of work may be adjusted seasonally to maximize daylight hours and favorable temperatures to benefit operations.
- ~~(1) However, these hours or days may vary, depending on work requirements and departmental functions. Work schedules, which vary from the above general rule, may be established by the Department Head or Supervisor. Examples of differing work schedules would commonly involve shift work, such as in public works, or could involve Flexible Scheduling/Time Off Plans policies.~~

3.10 Breaks and Lunch Periods

- A. Paid Work Breaks. Each workday, ~~most~~ full-time nonexempt employees are provided with up to two ~~paid fifteen (15) minute~~ break periods. ~~Sometimes, workload or emergencies may preclude two rest periods. In such cases, employees may be allowed to have beverages and snacks at their desk(s) or place of work throughout the work period.~~
- B. ~~Supervisors~~ Department Heads ~~will~~ shall advise employees of the ~~paid regular~~ break period ~~length and~~ schedule. To the extent possible, break periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations ~~or jobsite~~ beyond the allotted break period time. The two paid fifteen (15) minute break periods cannot be combined to create one 30-minute unpaid lunch break or leave work early.
- C. Lunch Break. All full-time non-exempt employees shall take an unpaid lunch break of up to thirty (30) minutes. Department Heads shall schedule unpaid lunch breaks to accommodate operating requirements.
- D. With a Department Head's consent, a non-exempt employee may choose not to take a lunch break and may continue their work as follows:

1. Non-exempt employees, whose primary workplace is in an office and who choose not to take a lunch break, may work through their lunch break by having food and beverages at their workstations and shall be available to perform the essential duties of their job. If the employee leaves their desk to have lunch, then they shall clock out.
 2. Non-exempt employees, whose primary workplace is outside of an office environment, and who choose not to take a lunch break by having food and beverages at their job site and shall be available to perform the essential duties of their job. If the employee leaves the job site to have lunch, including going to a drive-in, then they shall clock out.
 3. Non-exempt employees who choose not to take a lunch break shall be responsible for ensuring that they work the allotted hours for which they are paid.
 4. Department Heads of non-exempt employees shall ensure that non-exempt employees continue to perform the essential duties of their job during their workday.
 5. When a Department Head determines that departmental operations are best accomplished by an employee taking a 30-minute unpaid lunch, the Department Head may withdraw their consent and thereafter require non-exempt employees to take a 30-minute unpaid lunch break.
- E. Exempt employees are not required to observe a 30-minute unpaid lunch.