



WEST HAVEN CITY COUNCIL AGENDA

February 18, 2026 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT
84401

NOTICE IS HEREBY GIVEN THAT ON **February 18, 2026**, 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. Presentation and Discussion-Rezoning Property at Approx. 4385 W 4000 S (4.5 Acres)-Exploring the Home Ownership Promotion Zone-Shad Edwards

6:00 Regular City Council Meeting

1. **MEETING CALLED TO ORDER:** Mayor Vanderwood
2. **OPENING CEREMONIES**
A. PLEDGE OF ALLEGIANCE Councilmember Swapp
B. PRAYER/MOMENT OF SILENCE Councilmember Dixon
3. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA**. No action can or will be taken on any issue(s) presented.
4. **UPCOMING EVENTS**
Music Circle-The Barn February 23, 2026 7:00 PM
General Plan Open House-The Barn February 24, 2026 5:30 PM
Senior Lunch Bunch-The Barn February 25, 2026 11:30 AM
Acrylic Painting Workshop-The Barn March 9, 2026 6:00 PM
5. **COUNCIL UPDATES**

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

6. **ACTION ON CONSENT AGENDA**
A. BUDGET KICK OFF MEETING MINUTES MEETING HELD January 27, 2026
B. COUNCIL MEETING MINUTES MEETING HELD February 4, 2026
7. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE AMENDING THE CITY CODE REGARDING PARKING REGULATIONS IN CHAPTER 72, SCHEDULE I. PARKING PROHIBITED**

8. **ACTION ON ORDINANCE # 04-2026-AN ORDINANCE AMENDING THE CITY CODE REGARDING PARKING REGULATIONS IN CHAPTER 72, SCHEDULE I. PARKING PROHIBITED**
9. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON AN ORDINANCE AUTHORIZING THE ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC**
10. **ACTION ON ORDINANCE # 05-2026-AN ORDINANCE AUTHORIZING THE ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC**
11. **PUBLIC HEARING-FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON OPENING THE CURRENT 2025-2026 BUDGET FOR AMENDMENTS**
12. **ACTION ON ORDINANCE # 06-2026-OPENING THE CURRENT 2025-2026 BUDGET FOR AMENDMENTS**
13. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
A. ACTION ON ORDINANCE # 07-2026-3RD AMENDMENT TO THE STAKER FARMS MASTER DEVELOPMENT AGREEMENT
14. **ACTION ON RESOLUTION # 07-2026-INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVERDALE AND WEST HAVEN REGARDING FINANCIAL CONTRIBUTIONS TO SUPPORT THE RIVERDALE SENIOR CENTER**
15. **PRESENTATION AND DISCUSSION-AT THE MAYOR AND CITY COUNCIL'S ELECTION CONTINUATION OF ANY AGENDA ITEM FROM THE 5:00 WORK SESSION**
16. **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

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: February 18, 2026

SUBJECT: Presentation and Discussion – Rezoning property at approximately 4385 W 4000 S (4.5 Acres)- Exploring the Home Ownership Promotion Zone- Shad Edwards



Shad L. Edwards, Associate at Holland & Hart LLP, wants to ascertain the City Council's willingness to support a rezone of approximately 4.5 acres of land on 4000 S to 6 acres per unit, specifically for commercial use for the parcel with frontage on 4000 S and affordable housing for the remainder of the property.

Mr. Edwards is currently under contract to purchase approximately 4.5 acres of land (APNs 08-049-0020, 08-049-0022, 08-049-0030, 08-049-0038, 08-049-0039, and 08-049-0040) located off of 4000 S (see map below). The property is currently zoned A1, and the General Plan Map identifies the majority of the property as C1 (see map below). Mr. Edwards would also like to explore Utah's new Home Ownership Promotion Zone (HOPZ) program, which we believe could be an excellent fit for this project.

About the HOPZ Program:

The state authorized HOPZ in 2024 as an innovative financing mechanism using tax increment financing (TIF) to reduce development costs for affordable housing. Key requirements include:

- Areas must be under 10 acres
- Rezoned to at least 6 housing units per acre (a rezone is required for the program; the property has to be currently zoned for less than 6-units per acre)
- At least 60% of units must be affordable housing
- All units must have deed restrictions requiring owner occupation for 5+ years

Our Proposal:

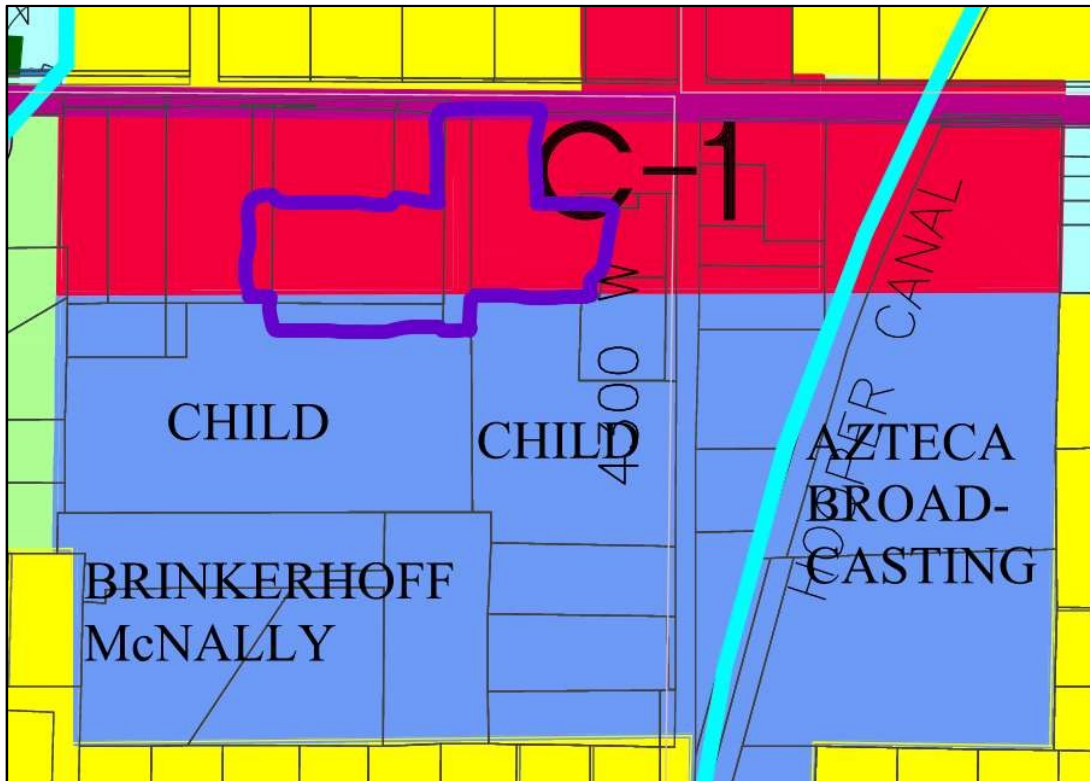
Given our 4.5-acre site fits within the 10-acre limit, we propose:

1. Carve out the small parcel with most of the 4000 S frontage to remain commercial, consistent with the city's general plan (see map below).
2. Rezone the remaining parcels to accommodate 6 to 8 units per acre for residential development
3. Develop approximately 24 to 32 affordable housing units meeting HOPZ requirements
4. Reserve 0.5 acres for separate commercial development

In his request to be on the agenda, Mr. Edwards stated that he understood West Haven generally prefers lower-density development, but this would be specifically for affordable housing, with restrictive covenants ensuring owner-occupied status for five years. Additionally, Mr. Edwards stated that the HOPZ program would allow the city to capture tax increment from increased property values to help finance development costs, making this project financially viable while addressing housing affordability.

To create the HOPZ, the developer would incur significant costs to prepare the proposal and pay legal fees, so he wanted to understand the City Council's conceptual view on whether his proposal was worth pursuing.







WEST HAVEN CITY BUDGET KICK OFF COUNCIL MEETING MINUTES

January 27, 2026 5:00 P.M.
The Community Room
4150 S 3900 W West Haven, UT 84401

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

5:00 Budget Kick Off City Council Meeting

- WELCOME-MAYOR VANDERWOOD**
Mayor Vanderwood brought the meeting to order at 5:25 PM and welcomed those in attendance.
- REVIEW AND DISCUSSION-RELATED TOPICS ASSOCIATED WITH THE PREPARATION OF THE EXECUTIVE LEADERSHIP OVERVIEW AND STRATEGIC OPERATIONS PLAN, CONTRACT MANAGEMENT REVIEW, AND THE FISCAL YEAR 2027 BUDGET WHICH INCLUDE BUT ARE NOT LIMITED TO CAPITAL PROJECTS, REVENUE SOURCES, AND CITY SERVICES, ETC.**

Executive Leadership Overview &
Strategic Operations Plan

Contract Management Review

January 27, 2026

Value of the Document- Fulfilling Council's Request

- Three separate assignments combined into one deliverable
 - Executive Leadership Overview
 - Strategic Operations Plan
 - Contract Management Review
- Hope to fulfill the Governing Body's request (assignment)
- Document City Operations
 - Opportunity for me to become a better City Manager
 - Opportunity to Improve- needed enough details to chart a course for implementation
 - Analysis of operations
 - The City is more complicated than it appears when considering all of the agreements associated with delivering municipal services

Value of the Document

- Value of the Document
 - Frontloaded work- use excerpts in future staff reports, RFQ or RFP, Budget Memos, City Plans, and Studies
 - 1-3 Year Planning Horizon Operations and Contracts
 - 1-5 Years for Capital Projects, and beyond
 - Performance Measurements/Metrics
 - Evaluate how well that work is done (efficiency/effectiveness)
 - Workload Indicators
 - Workload indicators track the volume of work done (input/output)

Value of the Document

Performance Measurements

- Barn. Measuring and monitoring facility use.
- School Gymnasium Space. Measuring and monitoring facility use.
- Cemetery Plots Sold by Calendar Year
- Utility Billing Collection Rate.
- Debt Collection Rate.
- Utah State Auditors' Office- Data Analytics- Financial Performance Ratios.
- E-Mod Score- Risk Management.
- Recreation Programming Market Share.
- Return on Asset Ratio for Storm Water Fund.
- Cost-Benefit Ratio for WACOG Transportation Grants.
- Cost-Benefit Ratio for RAMP Grants.
- Remain Surface Life & Other Asphalt Preventative Maintenance
- Average Response Times Law Enforcement
- Average Response Time for Fire & EMS
- Public Opinion Measurements (Residential Surveys and Google Reviews).
- Server Outage
- Sewer Backups
- Voter Turnout

Workload Indicators

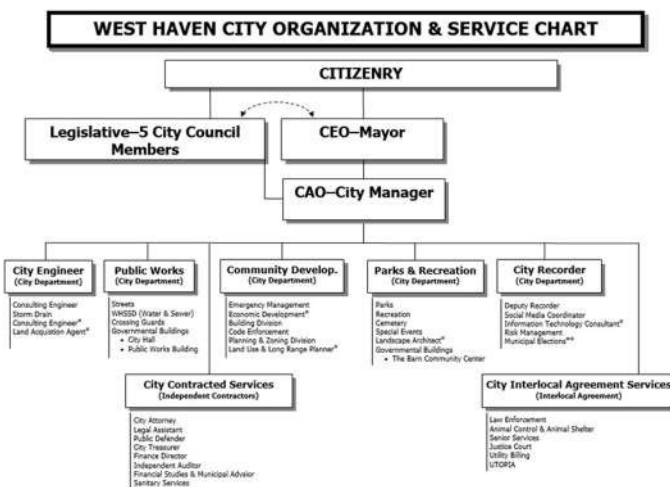
- Number of Building Permits Issued.
- Number of Building Inspections Performed.
- GRAMA Requests
- Accounts Payable Checks Issued
- Opening & Closings of Cemetery Plots
- Total Road Miles
- Justice Court Cases
- Public Defender Assigned Cases
- Total phone calls at City Hall and Public Works Buildings
- Total Calls for Service Law Enforcement per Calendar Year
- Total Calls for Service Fire, EMS, and HazMat per Calendar Year
- Crime Scene Investigation (CSI) Cases per Calendar Year
- Narcotics Strike Force Cases per Calendar Year
- Animal Control Services Calls and Shelter Intakes per Calendar Year

Value of the Document- Forward Thinking

- "Make no little plans; they have no magic to stir men's blood and probably will not themselves be realized. Make big plans; aim high in hope and work, remembering that a noble, logical diagram, once recorded, will never die, but long after we are gone will be a living thing, asserting itself with ever-growing insistency."- Daniel Burnham
- Realize that many projects, ideas, and recommendations are good, many are important, but only a few are essential. City Officials should concede that, though a project, idea, or recommendation may be good, this is not always reason enough to expend City staffing and financial resources.
- At this point in the City's evolution, the City's activities, initiatives, and plans should be grounded in the essentials; otherwise, these good projects, ideas, and recommendations can distract efforts and dilute energy.

Value of the Document- Alignment

- Alignment of Values and Priorities
- Residents, Businesses, City Officials, Department Heads, and Employees
 - At times, there may be differences in values and priorities
 - Document seeks alignment with these varying values and priorities
 - Residents Survey
 - Google Review
 - City Council Policies
- There is a hierarchy in any organization
 - Deference means humble submission and respect by Department Heads.
 - It is not a "go along to get along" approach; it is about genuine alignment, being a professional, and moving the public business forward through implementation



Underlying Principles & Recurring Themes

- City to Maintain a Good Appearance
- Inclusion of Individuals at the Margin
- Collaboration and Consolidation of Public Services
- Investing in Infrastructure
- Preventative & Regular Maintenance
- Placemaking
- Excelling in Public Service
- Invest in City Employees
- Invest in Equipment

The “*what*” informs. The “*why*” transforms

- As such, there is a lot of information on the “who, what, when, where,” collectively thought of as the “whats” of the City.
- Knowing the “whats” of the City's operations is important.
- However, it is in the “why” that strategies are born as ideas, projects, and recommendations.
- The “*what*” informs.
- The “*why*” transforms and is essential to change and improvement.
 - The “why” is explained in the Analysis Sections

High Value Parts of the Document

- The “why” is often contained in the Analysis portion
- Specific sections of Analysis are included in these subsections
 - Performance Measurements
 - Work Indicators
 - Staffing Levels
 - SWOT Assessments
 - Specific Assessments
 - Contract Assessments

“Why” of Analysis

- Parks
 - Inmate Crew- Providing the City with 1.4 FTE
- Recreation
 - Fee Waiver
- School Crossings
 - Identify where safety enhancements can be made using GIS
- Fire Department Analysis
 - Response Times, Types of Calls, Fire Stations, Apparatus, Heat Map
- City Recorder
 - Accounts payable, GRAMA Requests
- WHSSD
 - Grease Traps and Sump Pumps
- Perpetual Care Fund for the Cemetery
 - Periodic Performance Review
 - Capacity of Cemetery
- Requirements for Employees Attaining and Maintaining Certifications

“Why” of Analysis

- Market Share of Youth Participating in Recreation Programs
- Update on Storm Water Fee Comparison
- Justice Court
- Child & Richard’s and Zachary Holbrook’s High Google Rating
- CSI Cases in West Haven City
- Narcotic Strike Force Cases in West Haven City
- Debt Service on Animal Shelter
- School Gymnasiums Usage

Overview of Document

Background Portion

- SECTION 1– INTRODUCTION.
- SECTION 2– READER’S GUIDE.

Executive Leadership Overview & Strategic Operations Plan Portion

- SECTION 3– CITY PERSONNEL.
- SECTION 4– CAPITAL IMPROVEMENT PLANS.
- SECTION 5– FINANCE.
- SECTION 6– CITY-PROVIDED SERVICES.

Contract Management Review Portion

- SECTION 7– CITY CONTRACTED SERVICES.
- SECTION 8– CITY INTERLOCAL AGREEMENT SERVICES.
- SECTION 9– DISTRICT-PROVIDED SERVICES.
- SECTION 10– APPENDIX.

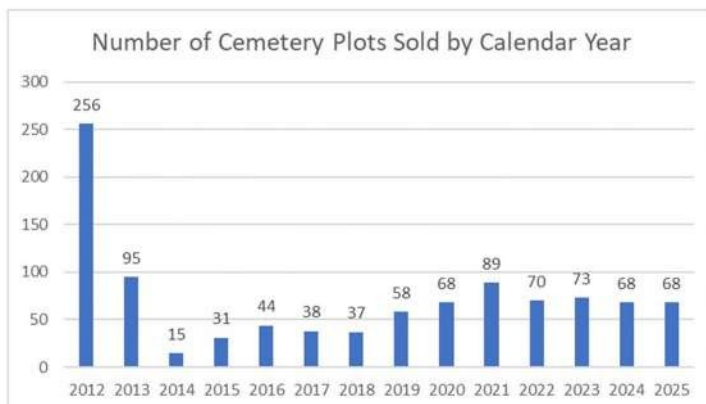
Resolution creating the Capital Equipment Fund

- Creation of a Capital Vehicle & Equipment Fund. The City has a fleet of vehicles and pieces of equipment that are integral to its general operations.
 - Vehicle Replacement
 - Contractor Equipment (e.g., skid steers, backhoes, etc.) needed to enhance productivity, improve work quality, and improve workplace safety.
 - timely replacement of playground equipment. Due to the age of the playground equipment, it has become increasingly challenging to locate replacement parts, and playgrounds are showing signs of wear and deterioration.

Cemetery Perpetual Care Fund

- The City has established the Fund 45 Cemetery Fund as a Perpetual Care Fund to generate interest income to support the long-term maintenance and upkeep of Cemetery grounds after the Cemetery reaches its capacity, and cemetery-related revenues slow or cease.
- The Perpetual Care Fund accomplishes this objective by generating sufficient revenue from interest derived from the Fund's principal amount, sufficient to maintain infrastructure (roads, water lines); groundskeeping (mowing, planting flowers, trimming trees and shrubs), fence maintenance, and utility fees (water, sewer, electricity).
- The success of this Fund is based upon compounding interest, and as such, time is of the essence. Because compound interest is not linear, it accelerates over time. In the early years of the Fund, growth may seem slow, but it becomes much more noticeable and substantial in later years as the new interest earned is added to the principal, which then earns even more interest in the following year.
- The Mayor, City Council, City Manager, and City Treasurer provide oversight and a framework for the long-term stability and success of Fund 45 by understanding and being committed to the Perpetual Care Fund's financial objectives. As part of this framework for long-term stability and oversight, it is recommended that the Finance Director conduct a periodic performance review of Fund 45.
- The City Council may want to adopt a Resolution that outlines the objectives and policy for this Fund, against which this performance review can be verified.

The West Haven City Cemetery was opened in 2012 with 6,500 burial plots. As of December 15, 2025, the Cemetery has sold 1,010 burial plots and has 5,490 developed plots available. Between 2020 and 2025, on average, 72 plots are purchased each year, and based on this figure, it is currently estimated that all plots within the cemetery will be sold in 2101.



Resolution defining the Cemetery Perpetual Care Fund

Date	Amount	Description
• May	\$958	Fertilizer (28-3-10, 20 bags)
• October	\$832	Fertilizer (43-0-0, 15 bags)
• June/July	\$3,300	Cascade (wet agent-60 bags)
• 28 weeks	\$33,600 ¹	Employee cost (\$25 per hour, 4 FTE's)
• Jan-Dec	\$2,175	Burials (29 - 2025)
• Jan-Dec	\$2,000	Fuel, equipment maintenance
• Jan-Dec	\$####	Internet for security camera
• Jan-Dec	\$####	Rocky Mountain Power Bill
• Jan-Dec	\$####	Bona Vista Water Bill for Irrigation
• Jan-Dec	\$####	Depreciation Amount for Roads
• Total	\$42,865	

• Note¹: As an alternate, the City received a bid from a 3rd Party Contractor for mowing 28 weeks, mowing, trimming, and edging at a cost of \$21,000

What is remaining

- Coordination with Department Heads
 - Coordinating conversations
 - Department Heads to review and edit sections attributed to their stewardship
- Remove some of the non-essential items
- Add some essential items remaining from the assignment
- Personnel Items
- Capital Improvement Plan
 - Revenue Projections
 - Expense Projects
- Finance
 - Revenue Projections

Work Sessions

- Place as an agenda item on the City Council work sessions as a discussion item
 - Proposed staffing changes
 - Capital Improvement Plan
 - Finance
 - Personnel Items
 - Items from FY 2026 to carry forward to FY 2027

Shawn Warnke gave a presentation on the strategic operations and executive leadership overview.

3. **ADJOURNMENT**

Councilmember Saunders made a motion to adjourn at 6:45 PM. **Councilmember Swapp** seconded the motion.

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

Emily Green

City Recorder

Date Approved:

DRAFT



WEST HAVEN CITY COUNCIL MEETING MINUTES

February 4, 2026 6:00 P.M.

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

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

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

Shawn Warnke said he is still making updates to the strategic plan and made a digital copy of it for everyone. He asked to be informed if there are any concerns or modifications that need to made.

Councilmember Dixon said the Historic Preservation Committee is looking to add two more historical markers in the city in the near future.

Mayor Vanderwood said that they are thinking of doing a time capsule to celebrate the 250th anniversary of the United States and asked that the Historic Preservation Committee help out with this project.

2. Presentation-General Plan Map Amendment-Hailey Pratt

Hailey Pratt said they are looking to develop a project north of Wingspan. They showed examples of projects they have completed in the past to give the City an idea of what the new project may look like.

3. Continuing Discussion-Related Topics Associated with the Preparation of the Executive Leadership Overview and Strategic Operations Plan, Contract Management Review, and the Fiscal Year 2027 Budget which included but are not limited to Capital Projects, Revenue sources, and City Services, etc.-Shawn Warnke, City Manager

Shawn Warnke said he is planning on adding a budget amendment to the upcoming council meeting to address maintaining park projects.

6:00 Regular City Council Meeting

1. MEETING BROUGHT TO ORDER:

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

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

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE

Councilmember Saunders

B. PRAYER/MOMENT OF SILENCE

Councilmember Morse

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

4. **UPCOMING EVENTS**

Water Color Workshop-The Barn	February 9, 2026	6:00 PM
Music Circle-The Barn	February 23, 2026	7:00 PM
Senior Lunch Bunch-The Barn	February 25, 2026	11:30 AM

5. **COUNCIL UPDATES**

Councilmember Swapp said that he met with staff for the Trails and Parks Committee and they crafted a message for the newsletter to hopefully get more members.

Mayor Vanderwood said Weber Fire District will be building a new fire station in about a year. He said Central Weber Sewer Improvement District has put their current project on 1900 W on hold to resolve some permitting issues. He said that staff has been working with UDOT to get a light on 4000 S and Green Farm Way.

6. **PRESENTATION-LEGISLATIVE DAY-YOUTH COUNCIL**

Grace Wynn said that the Youth Council went up to the capitol and met with representative Jake Sawyer. They were able to participate in a mock debate and learn the process of how bills are debated and made. She said they took a tour of the capitol building and visited the Utah State Auditor's office.

Dustin Booth said he found the tour and mock debate at the capitol a valuable experience.

Embry Booth said he enjoyed participating in the mock debate and liked learning how the government operates.

Sara Wynn said after advice from the Centerville City Youth Council Advisor's they opted to do an appointment at the capitol instead of doing it on the regular youth council capitol day. She said everyone enjoyed the experience and may do it again next year.

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

7. **PRESENTATION-AUDIT REVIEW FISCAL YEAR 2025 FINANCIAL STATEMENTS-ULRICH & ASSOCIATES, PC**

Heather Christopherson gave a presentation on the on the yearly financials for the audit.

8. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES	MEETING HELD	January 21, 2026
B. SPECIAL COUNCIL MEETING MINUTES	MEETING HELD	January 22, 2026
C. TAYLOR WEST WEBER WATER IMPROV. DIST.	\$125,800.00	Inv.#338

Councilmember Call corrected the council minutes for the January 21, 2026, meeting. She noted that Councilmember Morse was not recused from the vote for each agenda item but excused from the meeting.

Councilmember Dixon made a motion to approve the consent agenda with the changes noted. **Councilmember Morse** seconded the motion.

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

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

A. ACTION ON ORDINANCE 03-2026-AMENDING TITLE XV LAND USAGE, INCLUDING SECTION 157.004 DEFINITIONS, SECTION 157.294 USES, SECTION 157.331 PERMITTED USES, SECTION 157.631 PARKING SPACE OR RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, RECREATIONAL AND OTHER LAND USES THE REPEAL OF SECTION 157.355 STORAGE UNIT RESTRICTIONS, THE REPEAL OF SECTION 157.355 STORAGE UNIT RESTRICTIONS, AND THE CREATION OF SECTION 157.619 SELF-STORAGE FACILITY RESTRICTIONS-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR

Stephen Nelson went over the changes in the updated draft of the ordinance.

Councilmember Saunders made a motion to adopt ordinance 03-2026 finding that the proposal is consistent with the purpose of the land use ordinance and does not conflict with the provisions of federal or Utah State law. **Councilmember Morse** seconded the motion.

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

B. ACTION ON RESOLUTION 06-2026-AMENDMENT TO THE GENERAL PLAN MAP FOR PARCEL 08-006-0075 UPDATING ITS DESIGNATION FROM R-3 (8) MULTI-FAMILY 12 UNITS PER ACRES, TO R-3 (9), MULTI-FAMILY 24 UNITS PER ACRE-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR

Councilmember Call made a motion to deny the petitioned amendment of the General Plan, to change the density designation of the property at 2410 Hinckley Drive from R-3-8 to R-3-9, finding that the amendment is not consistent with state general plan requirements or professional planning principles, no reasonable condition can be applied to make the petition compliant, and the City is currently doing a full review of the General Plan and is scheduled to update the full general plan map in the summer of 2026. **Councilmember Morse** seconded the motion.

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

10. ADVICE & CONSENT OF: CITY TREASURER APPOINTMENT-SUBMITTED BY MAYOR VANDERWOOD

Mayor Vanderwood presented Ryan Child.

Councilmember Dixon made a motion to give advice and consent to appoint Ryan Child as the Treasurer. **Councilmember Saunders** seconded the motion.

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

11. ADVICE & CONSENT OF: CITY FINANCE DIRECTOR APPOINTMENT-SUBMITTED BY MAYOR VANDERWOOD

Mayor Vanderwood presented Katie Giddens.

Councilmember Saunders made a motion to give advice and consent to appoint Katie Giddens as the Finance Director. **Councilmember Dixon** seconded the motion.

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

12. ADVICE & CONSENT OF: THE TERM OF ONE (1) WEST HAVEN SPECIAL SERVICE DISTRICT BOARD MEMBER APPOINTMENT-For Nate Morse to fill the remainder of one, 4-year term. The term will be from January 21, 2026 thru December 31, 2026

Councilmember Call made a motion to give advice and consent to appoint Nate Morse to fill the remainder of one, 4-year term. **Councilmember Swapp** seconded the motion.

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

13. **ACTION ON RESOLUTION 05-2026-CORRIDOR AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION REGARDING SR-126 FROM (1900 WEST) LAYTON PARKWAY TO SR-39 (12TH STREET)-SHAWN WARNKE, CITY MANAGER**

Councilmember Dixon made a motion to adopt resolution 05-2026. **Councilmember Morse** seconded the motion.

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

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

There were no items to discuss at this time.

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

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

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

16. **ADJOURNMENT**

Councilmember Dixon made a motion to adjourn at 7:03 PM. **Councilmember Saunders** seconded the motion.

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

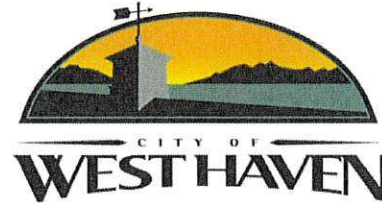
Emily Green

City Recorder

Date Approved:

STAFF REPORT

TO: Shawn Warke, City Manager
FROM: Ed Mignone, City Engineer
DATE: February 11, 2026
SUBJECT: Modifications to City Code CHAPTER 72: PARKING SCHEDULES
Prohibited Parking on Areas of State Roads



Background

Over the years, the City found it necessary to prohibit parking along certain sections of state roads where local conditions warrant. City Code Chapter 72 already codifies no parking on SR-37 (4000 S) between 3500 W and Midland Drive on either side of the roadway.

Over the recent past, the City has met with representatives of the Quest Charter School on 4000 S, the Weber County Sheriff's Department and UDOT with regard to pedestrian and vehicular safety concerns. Areas where parking would be prohibited have been identified and marked.

Recently, there has been an increase in parking within the painted shoulder along the south side of Hinckley Drive (SR-79) adjacent to the Wingspan Apartments. This includes regular parking of larger commercial vehicles.

The attached exhibits show the referenced areas.

Since the affected roadways are under UDOT's jurisdiction, the City cannot implement and enforce no-parking areas unilaterally. Paraphrasing UDOT's requirements:

For parking to be prohibited on a state route, there needs to be a Traffic Engineering Order (TEO) designating that route and the milepost location of the no parking zone. The UDOT regional operations engineer requests the TEO from the central office. Prior to requesting the TEO, the City would need to have a city ordinance prohibiting parking at that location. A signed letter from the local jurisdiction (the City) that they will enforce the no parking zone is also required.

Discussion

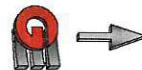
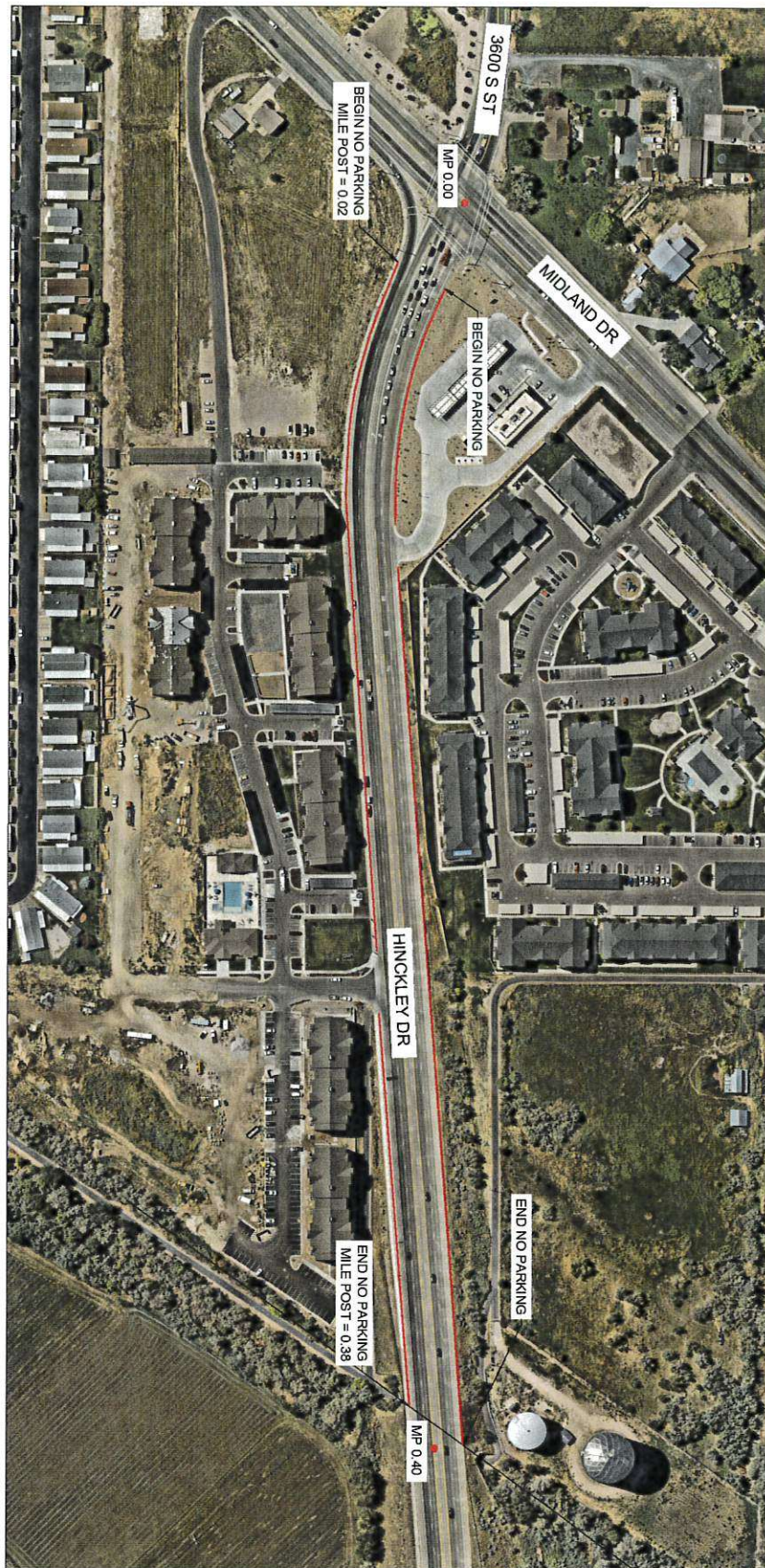
Staff believes that restricting parking in these designated areas is in the best interest of the City. The structure of Code Section 72 allows rather straightforward future modifications. UDOT has expressed support for the restrictions around Quest and has indicated that the regional operation engineer would request a Traffic Engineering Order on the City's behalf.

Recommendation

Staff recommends that the Council adopt the proposed revisions to Chapter 72, Parking Schedule.

EJM/ejm

Encl: Prohibit Parking Exhibits for 4000 S/SR-37 and Hinckley Drive/SR-79



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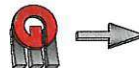
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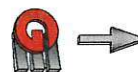
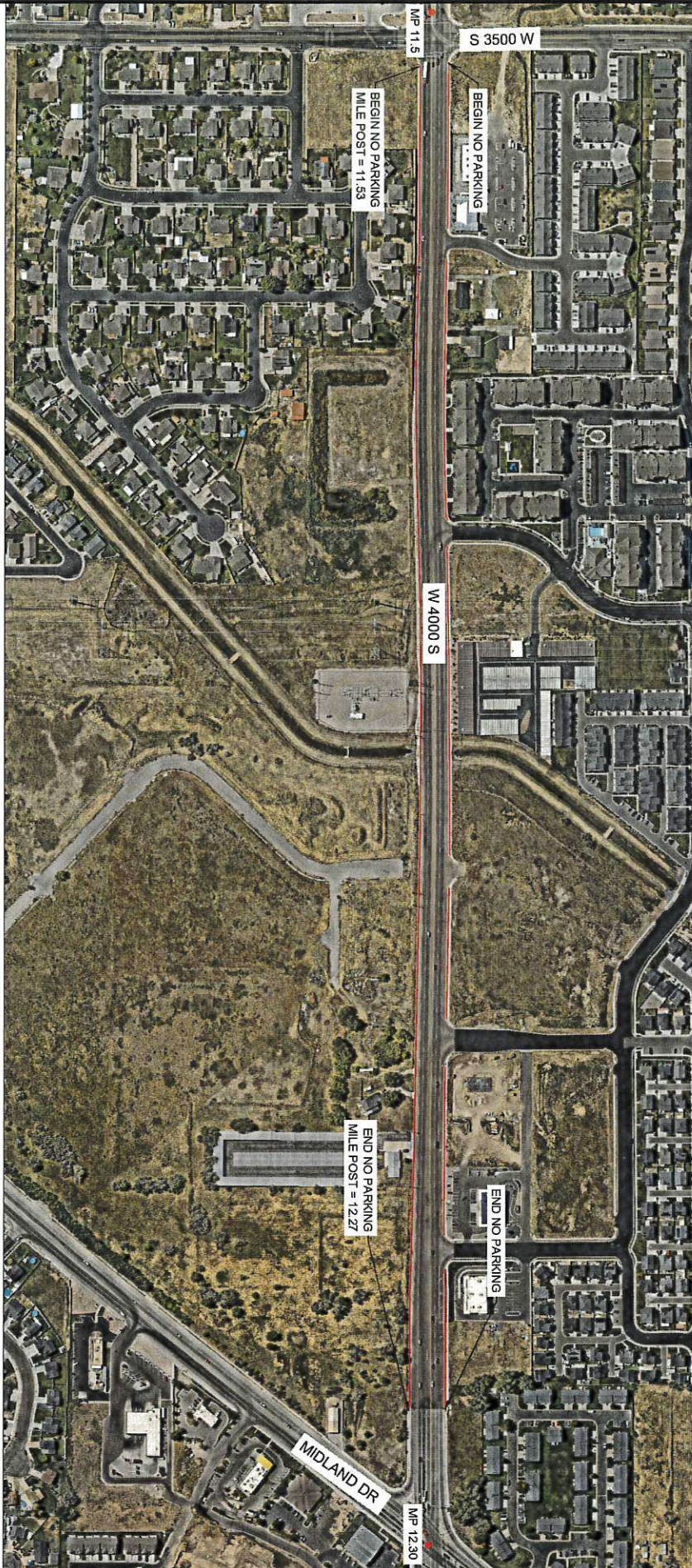
1880 W 2100th, WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

UDOT - NO PARKING
SR-79 HINCKLEY DR
0.0 - 0.384
WEST HAVEN, WEBER, UTAH

Revisions	
Date	Description

Date: 2/12/26
Scale: Custom
Designed: TG
Drafted: TG
Checked: RC





3



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1880 W 2100 S, WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

UDOT - NO PARKING
SR-37 4000 S
11.5-12.3
WEST HAVEN, WEBER, UTAH

Revisions		Date	2/12/26
Date	Description	Scale	Custom
		Designed	TG
		Drafted	TG
		Checked	RC

AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY CODE REGARDING PARKING REGULATIONS IN CHAPTER 72, SCHEDULE I. PARKING PROHIBITED; 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 parking regulations, specifically those areas in the City where parking is not allowed; and,

WHEREAS, the City Council finds that the City now wishes to have certain changes to the City Code Chapter 72: Parking Schedules, Schedule I. Parking Prohibited 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. That **WEST HAVEN CODE CHAPTER 72: PARKING SCHEDULES, SCHEDULE I. PARKING PROHIBITED**, 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 18th day of February 2026 and after publication or posting as required by law.

DATED this 18th day of February 2026.

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. ____-2026, entitled “AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY CODE REGARDING PARKING REGULATIONS IN CHAPTER 72, SCHEDULE I. PARKING PROHIBITED; 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 February ___, 2026 which appears of record in my office, with the date of posting or publication being February ___, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____ 2026.

Emily Green
City Recorder

(city seal)

ATTACHMENT “A”

Attached to Resolution 04-2026

**AMENDMENTS TO CHAPTER 72: PARKING SCHEDULES, SCHEDULE I. PARKING
PROHIBITED**

DRAFT

CHAPTER 72: PARKING SCHEDULES

SCHEDULE I. PARKING PROHIBITED.

There shall be no parking **as follows:** ~~on SR 37 between 3500 W and Midland Drive on either side of the roadway.~~

- a. **On SR 79 (Hinckley Drive): From Milepost Marker 0.00 to West Haven City boundary (approximately Milepost Marker 0.40), on either side of the roadway.**
- b. **On SR37 (4000 S):**
 - 1. **From Milepost Marker 9.70 to Milepost Marker 9.90, only on the South side of the roadway.**
 - 2. **From Milepost Marker 9.77 to Milepost Marker 9.86, only on the North side of the roadway.**
 - 3. **From Milepost Marker 11.53 to Milepost Marker 12.27, on either side of the roadway.**



	 GARDNER ENGINEERING CIVIL • LAND PLANNING MUNICIPAL • LAND SURVEYING 10000 10000 - 001 - 701-679-001\UT-701-MD-701-001-01-MD-701-001 P 801.476.0002 F 801.476.0000	UDOT - NO PARKING		Revisions		Date: 2/12/26	
		SR-79 HINCKLEY DR		Date	Description	Scale: Custom	
		0.0 - 0.384		Designed: TG			
		WEST HAVEN, WEBER, UTAH		Drafted: TG			
				Checked: RC			

UTAH STATE ROAD 97 - 4000 S - WEST HAVEN - WEBER COUNTY



2



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MUNICIPAL • LAND SURVEYING
1000 W. 2100 S., WEST HAVEN, UT 84015
P 801.476.0000 F 801.476.0006

UDOT - NO PARKING
SR-37 4000 S
9.7 - 9.9
WEST HAVEN, WEBER, UTAH

Revisions		Date	2/12/26
Date	Description	Scale	Custom
		Designed	TG
		Drafted	TG
		Checked	RC

6/2/2021 4:08:08 PM 11.5-12.3 WEST HAVEN, UTAH



03

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CIVIL & LAND PLANNING
MUNICIPAL & LAND SURVEYING
1000 W. 2100 S., SUITE 100, WEST HAVEN, UT 84084
P 801.475.0200 F 801.475.0206

UDOT - NO PARKING
SR-37 4000 S
11.5-12.3
WEST HAVEN, WEBER, UTAH

Revisions		Date	2/12/26
Date	Description	Scale	Custom
	Designed	TG	
	Drafted	TG	
	Checked	RC	

STAFF REPORT

TO: Mayor, City Council, and City Manager
FROM: Amy Hugie, City Attorney
DATE: February 18, 2026
SUBJECT: Adoption of Franchise Agreement with Strata Networks



The following staff report discusses the proposed franchise agreement with Uintah Basin Electronic Telecommunications, LLC, dba Strata Networks, as follows:

Background

Uintah Basin Electronic Telecommunications, LLC, dba Strata Networks (Strata Networks) is a company that is building a fiber optic internet network for a Nilson Homes project. They are in the process of building infrastructure for their network. Exhibit A to the Franchise Agreement shows where they are wishing to install their fiber network.

The Franchise Agreement presented is one that follows Chapter 114 – “Telecommunications Facility Franchise Requirements” of the West Haven City Code, the Utah State Code, along with following, where applicable, the franchise agreement format that a previous City Council adopted in Ordinance No. 13.98.

There is a \$1000 application fee that Strata Networks would have to pay. This is set by the current West Haven Consolidated Fees and Fines Schedule. Also, they still have to apply for excavation permits and any other permits to cut into the road and work with the City Engineer and the Public Works Director regarding the installation of the fiber.

Recommendation

The recommendation by staff is to adopt the Franchise Agreement since it follows City and State Code.

Ordinance No. 05-2026

ORDINANCE OF WEST HAVEN CITY AUTHORIZING ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE FRANCHISE 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 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 protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, Uintah Basin Electronic Telecommunications, LLC, dba Strata Networks LLC (hereinafter Strata Networks LLC) wishes to enter into a franchise agreement with the City in order to supply fiber connection services to certain properties as it connects its network in various places; and

WHEREAS, the City is willing to enter into a Franchise Agreement ("Agreement") with Strata Networks LLC in order to ensure that fiber connection services are available and offered to citizens of the City; and,

WHEREAS, after review of all of the information and the Agreement, the City feels that the Agreement will best serve the citizens of the City and now desires to adopt the Agreement that is attached as Attachment "A" by accepting the terms thereof; and,

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

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

SECTION II.:

1. That the Franchise Agreement between West Haven City and Strata Networks LLC, a copy of which is attached as Attachment "A" to this Ordinance, is hereby adopted by the City Council.
2. That Strata Networks LLC shall pay an application fee of \$1000.00.

3. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
4. That the Mayor is authorized to sign this Ordinance adopting the Agreement.
5. The foregoing recitals are fully incorporated herein.

SECTION III. 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 IV. 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 V - Savings Clause:

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not 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 VI - Date of Effect:

BE IT FURTHER ORDAINED this Ordinance will become effective on the 4th day of February 2026 and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 4th day of February 2026.

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 _____

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. __-2026**, entitled “**AN ORDINANCE OF WEST HAVEN CITY AUTHORIZING ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE FRANCHISE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE**” adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on February 4, 2026 which appears of record in my office, with the date of posting or publication being February ____, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of February 2026.

 Emily Green
 City Recorder

ATTACHMENT “A”

ATTACHMENT TO ORDINANCE NO. 05 -2026
FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS
LLC

DRAFT

FRANCHISE AGREEMENT

WEST HAVEN CITY, UTAH

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between WEST HAVEN CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 4150 S 3900 W West Haven, Utah, 84404, and Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks (hereinafter "FRANCHISEE"), a Limited Liability Company with its principal offices at 211 E. 200 N. Roosevelt, Utah 84066. The CITY and FRANCHISEE may be referred to singularly or plurally as "party" or "parties" hereinafter.

WITNESSETH:

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over, and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FRANCHISEE agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted Chapter 114 – "Telecommunications Facility Franchise Requirements" of the West Haven City Code (hereinafter "Ordinance") and is incorporated herein by reference. FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Ordinance. The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance, including the payment of an application fee which fee is outlined in the West Haven Consolidated Fees & Fines Schedule. The definitions in the Ordinance shall apply herein unless a different meaning is set forth in the Act or is otherwise indicated. Nothing in this Section shall be deemed to require

FRANCHISEE to comply with any provision of the Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Ordinance that will adversely impact FRANCHISEE without allowing FRANCHISEE thirty (30) days, or such longer time as is necessary if thirty (30) days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise ("Franchise") provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct, operate, and maintain a telecommunications network in, under, above, and across the present and future public Rights-of-Way in the CITY. The location of the proposed network is depicted on the attached **EXHIBIT A**. The Franchise does not grant to FRANCHISEE the right, privilege, or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FRANCHISEE's system within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

1.5 Licenses. FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2, FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunications License Tax Act (Utah Code Ann. §10-1-401 to §10-1-410 as amended from time to time), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, as provided by law.

2.2 Equal Treatment. CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

2.3 Default Franchise Fee. If the Municipal Telecommunications License Tax may no longer be lawfully collected, then the CITY may adopt new taxes or fees to compensate it for the license granted by this Agreement, if and as permitted by state and federal law, the CITY and FRANCHISEE agree to meet and confer in good faith about any amendments to this Agreement that may be necessary to accommodate the change or elimination of the Municipal Telecommunications License Tax Act.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The Franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the date this Agreement is last executed by the Parties, unless this Franchise be sooner terminated or expires as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of FRANCHISEE Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was affected.

For so long as FRANCHISEE'S telecommunications network remains in the Right-of-Way, unless abandonment in place has occurred, or does any work in connection with its telecommunications network in the Right-of-Way, including after the expiration or termination of the franchise granted herein, FRANCHISEE shall remain subject to the duties and obligations of this Agreement regarding Franchise Fee, Public Use Rights, Police Powers, Work in Rights-of-Way, Insurance and Indemnification, and any other duties and obligations set forth under the CITY's Ordinances.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the CITY's property, the Rights-of-Way, and the health, safety, and welfare of its citizens and their properties. Provider agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances, rules, and regulations the CITY may subsequently enact pursuant to the provisions of Article 1.3 of this Agreement.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 Meet to Confer. FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term, or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

- (a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;
- (b) FRANCHISEE, by actor omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to which

redress is not otherwise herein provided. In such event, the CITY, acting by and through its City Council, may determine, after a public hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the Franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or

- (c) FRANCHISEE becomes insolvent, unable, or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all written notices from FRANCHISEE to the CITY pursuant to or concerning this Agreement shall be delivered, or sent by certified mail, to the CITY's representative at:

West Haven City Manager
4150 S 3900 W
West Haven, Utah, 84401

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

7.2 FRANCHISEE Designee and Address. FRANCHISEE's Executive Director or his or her designee(s) shall serve as FRANCHISEE'S representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all written notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement shall be delivered, or sent by certified mail, to FRANCHISEE's offices at:

Bruce Todd CEO / General Manager
211 East 200 North
Roosevelt, Utah
84066

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The City shall be listed as an additional insured. The evidence may consist of a statement that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount, and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. FRANCHISEE agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of

whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume the defense of such with counsel of FRANCHISEES' choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend, or hold the CITY harmless to the extent any claim, demand, liens, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 Coordinated installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs, or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

9.3 Aerial Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its aerial facilities in accordance with CITY Ordinances regarding the installation of aerial utility lines and pole attachment agreement terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

9.4 Prior Approval. FRANCHISEE shall not perform any work within CITY Rights-of-Way without having first obtained a written excavation permit from the CITY, or any other permit required by the CITY for the installation of the telecommunications network, authorizing such work. All work in the Rights-of-Way shall be done in a safe manner and follow the CITY ordinances and regulations, including CITY Public Works Standards and any other state and federal standards. Upon CITY request, the FRANCHISEE shall provide the CITY with a status report of such measures. The FRANCHISEE shall provide the CITY the telephone number of the FRANCHISEE's representative for contact in an emergency.

9.5 Workmanlike Manner and Safety. The installation, maintenance, renovation, and replacement of FRANCHISEE'S telecommunications network in the Rights-of-Way shall be performed in a good and workmanlike manner. FRANCHISEE shall at all times operate, repair, and maintain its telecommunications network in a safe and careful manner.

9.6 Non-Interference. All the FRANCHISEE's telecommunications network constructed by FRANCHISEE shall be located so as not to cause injury to: public use of Rights-of-Way; any water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the Rights-of-Way; and trees and other natural features. No CITY property shall be removed from the Rights-of-Way, including signage on utility poles, without prior permission from the Public Works Director.

9.7 Damage to Property. If, during the course of installation, removal, inspection, or work on its telecommunications network, the FRANCHISEE, its officers, agents, contractors, subcontractors, or employees causes damage to or impermissibly alters any Rights-of-Way or CITY property other than damage from ordinary wear and tear and other damages not caused by FRANCHISEE, the FRANCHISEE shall (at its own cost and expense, and in accordance with CITY standards and specifications and Public Works Standards) replace and restore it to as good a condition as existed immediately before the work commenced within such reasonable time as the CITY shall require, and shall be liable to the CITY for any actual, reasonable, and documented costs and expenses incurred by the CITY as a result of such damage or alteration. If the FRANCHISEE or any of its listed agents above causes any damage to or break in any lines, cables, ducts, conduit, canals, water or fire hydrants, or other facilities located in or out of the Rights-of-Way, the FRANCHISEE shall immediately notify the affected party and the CITY by the fastest practical means. If the FRANCHISEE or any of its listed agents above has failed to follow the Damage to Underground Utility Facilities Act and is proven to have caused damage to any lines, cables, ducts, conduit, canals, water or fire hydrants, or other facilities located in or out of the Rights-of-Way, and the affected party has followed the Damage to Underground Utility Facilities Act, then the FRANCHISEE shall replace and restore those things (at its own cost and expense) to as good a condition as existed immediately before the work commenced within such reasonable time as the party shall require.

9.8 Relocation. Whenever the CITY shall, in the interest of the public health, safety, and general welfare - including CITY road expansion or other CITY projects, require the relocation or reinstallation of any of FRANCHISEE's telecommunications network within a Right-of-Way, FRANCHISEE shall, upon not less than thirty (30) days' prior written notice by CITY, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such telecommunications network as may be necessary to meet the requirements of the CITY. This shall be done at the FRANCHISEE's expense. If the relocation does not occur, the CITY shall follow the process outlined in West Haven Code Chapter 114, specifically, Section 114.07(I).

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that:

- (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and
- (b) each party has complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the Second District Court of Weber County, State of Utah, or the Utah District of Federal Court.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO on the _____ day of _____, 2026.

"CITY"

West Haven CITY

By _____
Shawn Warnke, West Haven City Manager

ATTEST

Emily Green,
City Recorder

STATE OF UTAH)
 : ss,
COUNTY OF Weber)

On the ____ day of _____, 20__, personally appeared before me SHAWN WARNKE, and EMILY GREEN, who being by me duly sworn did say, each for themselves that they, the said SHAWN WARNKE, is the City Manager of West Haven City, Weber County, State of Utah and that she, the said EMILY GREEN, is the City Recorder of West Haven City, and that the within and foregoing instrument was signed on behalf of the said West Haven City by authority of the City Council of West Haven City and said SHAWN WARNKE, and EMILY GREEN, each duly acknowledged to me that the said WEST HAVEN CITY executed the same and that the seal affixed is the seal of the said WEST HAVEN CITY.

NOTARY PUBLIC

“FRANCHISEE”

Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks

Signature

Bruce Todd
Print Name

CEO / General Manager
Title

STATE OF Utah)
 :ss
COUNTY OF Duchesne)

On this ____ day of _____, 2026, personally appeared before me BRUCE TODD who being by me duly sworn did say that he is CEO / GENERAL MANAGER of UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS L.L.C. DBA STRATA NETWORKS, and that WEST HAVEN CITY is the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

NOTARY PUBLIC

EXHIBIT A
Location of the Franchisee's Proposed Network

DRAFT



STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: February 18, 2026

SUBJECT: FY 2026 Budget Amendments



Overview of Budget Amendment for Parks Division. In recent years, the City has expanded its Park System, which now includes Prevedel Park (camping), Poulter Pond (fishing), Staker Park (recreation programming), Green Farms Open Space, and, soon to be, Windsor Park (leisure). These expanded facilities require additional maintenance, which significantly affects staffing levels for providing and maintaining these services.

During the summer and fall of 2025, the Parks Division struggled to keep up with all the demands of the City's park system that is comprised of:

- 275 acres of Total Park Area
- 65 acres in park green space
- 151 acres in natural space
- 14 miles of trails and sidewalks

For a complete composition of the City's Park System, please see the table at the end of this report. In FY 2026, no additional personnel were added to the Parks Division despite the growing acreage requiring maintenance.

As noted in greater detail below, the Weber County Corrections created an Inmate Crew that performs community service. The Inmate Crew, comprising five individuals, provided a total of 580 hours, equivalent to 2,900 hours worked (5 × 580), or 1.4 full-time equivalent (FTE) employees. Despite having the Inmate Crew providing an additional 1.4 FTE, the Park Division fell behind in maintaining the park system.

In 2026, the Parks Director will continue to arrange for the Weber County Inmate Crew to work in West Haven; however, this approach relies on a resource beyond the Park Director's control and on the Weber County Sheriff's Office to make it available.

In an effort to avoid falling behind, the City Manager and Parks Director recommend that the City Council amend the budget to hire 3rd-party contractors to provide maintenance for the Grain Farms Open Space and Cemetery. The Parks Director estimates that adding 3rd-Party resources will increase the bandwidth of the existing City crews by approximately two additional days for the existing City crew to focus on the following:

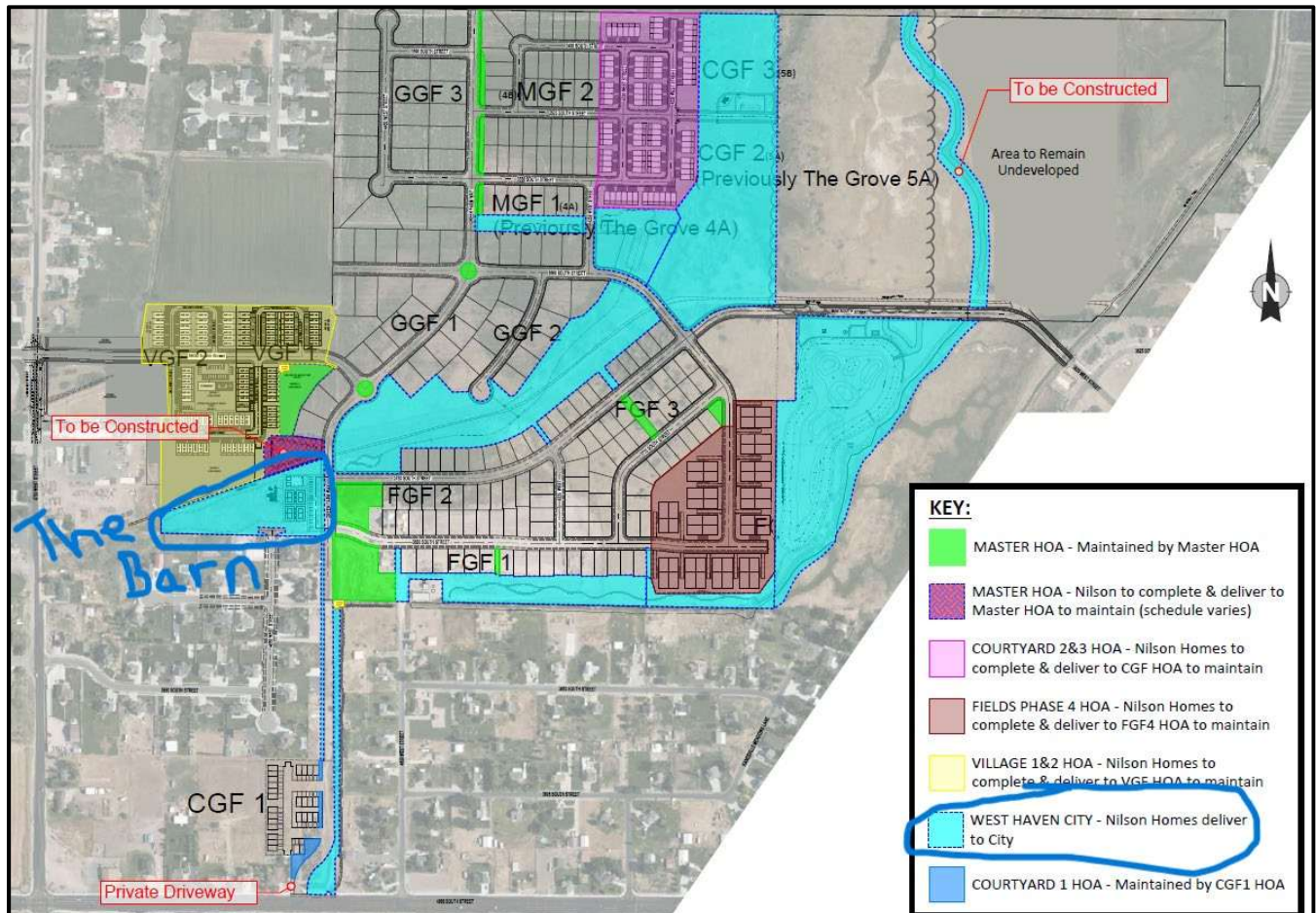
- *Pre-Emergent Weed Spraying.* To apply pre-emergence along the trail corridor and other locations that lack ground cover.
- *Post-Emergent Weed Spraying or Weed Abatement.* Ongoing spraying or removal of weeds by mechanical means.
- *Vegetation Trimming.* Trimming trees and vegetation on trail corridors and other City properties.
- *City Trails.* City crews would work on maintaining the trail system with particular attention to reducing the weeds. I

- **Other City Parks.** The City crews will continue to provide maintenance for the remaining City parks, including the Sports Park, Country Park, Staker Park, Prevedel Park, and other City park properties. Please see the table at the end of this report for a complete listing of City park properties.

The timing of this budget amendment is critical, with the warm weather, the growing season will likely begin early, and it is imperative that City employees and the 3rd-Party Contractor can start maintenance early so as not to fall behind on demand. This is especially true when applying pre-emergent weed control.

Green Farms Open Space- Hiring a Contractor to Perform Maintenance. Significant additional maintenance for the Parks Division was realized with the adoption of Resolution 32-2024 on August 7, 2024, which authorized the acceptance of certain open space areas in the Green Farm Project. Specifically, the City's acceptance of certain open spaces in the Green Farms development added 50.27 acres of green space, natural space, trails, ponds, playgrounds, and other facilities. Additionally, the Green Farm Open Space has also added a very unique irrigation system that needs to be managed.

The image below shows the City-owned property (teal blue) for which it is responsible for maintaining in detail.



The Parks Division is now experiencing maintenance needs and requirements of different types of open spaces. As such, the Parks Division needs additional resources to manage and maintain this City-owned open space. While resources can be provided as an additional Full-Time Employee or seasonal employees, the Parks Director recommends contracting with a 3rd-party provider to maintain the City-

owned open space in Green Farms. Part of the rationale for using 3rd-Party Contractors is that spring, summer, and fall are peak demand periods for City resources to maintain parks and open spaces. Finding reliable seasonal employees each year is difficult, and hiring full-time employees presents the challenge of keeping them busy during the winter, when maintenance requirements in the City's Park System are lower. For all these reasons, the Parks Director recommends scaling up park maintenance to peak demand by using a 3rd-party provider.

To this end, the Parks Director obtained a bid for a 3rd Party to maintain the City-owned property at Green Farms, including the Barn, the Poulter Pond, and all other green and natural spaces. One of the contractors has extensive knowledge of the Green Farms property and has maintained it before the City assumed ownership and maintenance responsibilities.

The 3rd Party scope of maintenance would include the following:

- Spring cleanup – thorough property cleaning of leaves, trash, debris
- Aeration – once a year
- Tree and shrub trimming – twice per year
- Mowing, line trimming, and blowing weekly
- Cleanup/disposal – trash and debris weekly
- Edging, weed control – bi-weekly
- Weekly irrigation management – ensuring 100% coverage and functionality
- Fertilizing – 4 treatments
- Fall Cleanup – thorough property cleaning of leaves, trash, debris

A 3rd-Party partner would provide staff members, along with the time and resources needed, to perform the necessary maintenance at Green Farms, the Barn, and Poulter Pond. The scope of work outlined in the contract increases the current level of service.

The City staff would continue to oversee Green Farms, the Barn, and Poulter Pond for all projects and enhancements. This contract would allow City staff to raise service levels in other park and trail spaces that are currently not meeting residents' expectations.

The City estimates the maintenance season will be from March 1st through November 28th. The contract will include a provision to scale back the season based on water availability and other factors.

This budget amendment proposes increasing the 10-4515 Professional Services by \$22,000 to allow the City to engage a 3rd-Party Contractor to perform the scope of work noted above. The Parks Director is still in the process of acquiring three bids for the Green Farms Open Space.

Cemetery- Hiring a Contractor to Perform Maintenance. For the same reasons outlined above, the Parks Director is also proposing the use of a 3rd-Party contractor to provide maintenance for the Cemetery. Specifically, the contracted-out scope of work for the Cemetery would include weekly mowing, trimming, blowing, and edging.

City employees would still provide fertilization and aeration, level sunken graves, plant grass, perform litter control, repair irrigation systems, and remove flowers from graves.

The Cemetery has a total acreage of 9.77, with 6.45 acres in green space, 1.49 acres in natural open space, and the balance in hard surface, consisting of trails or parking areas.

This budget amendment proposes increasing the 10-4515 Professional Services by \$14,000 to allow the City to engage a 3rd-Party Contractor to perform the scope of work noted above. The Parks Director is still in the process of acquiring three bids for the Cemetery.

Geotechnical Services- Remediation of Scouring of a Bridge Abutment at the corner of South 2300 West and 2450 South. The Utah Department of Transportation (UDOT) inspects local government bridges every two years as part of the In-Service Bridge Inspection Program. UDOT's Bridge Inspection Teams typically conduct inspections in April of even-numbered years and provide the bridge owner with the findings. The responsibility for addressing the concerns, performing the required actions, and managing the findings and/or recommendations rests with the individual bridge owner.

In or around April 2024, the UDOT Bridge Team inspected all bridges and culverts in West Haven City exceeding 20 feet in length. The Bridge Inspection Team found that scouring had occurred at a bridge abutment over the Layton Canal at the corner of South 2300 West and 2450 South. The UDOT Inspection Team rated the scour as "level 4 - stable, needs action." Although this bridge crosses the Layton Canal, the state has placed the responsibility for its operation and maintenance on West Haven City.

UDOT's bridge is classified as scour-critical when its rating is 3 or less. This indicates that the bridge is susceptible to scour, and scour mitigation is recommended. Bridges rated 4 are not considered scour-critical, but scour mitigation is recommended based on observed scour.

Additionally, around July 2025, Areeb Hossain, with the US Bureau of Reclamation's Bridge, contacted the City regarding findings from a routine inspection of the roadway bridge at the corner of S 2300 W St and 2450 S, which also identified significant erosion and undermining at the north footing. Mr. Hossain's observation was that the scour has exposed the entire face of the footing and extends beneath it as well.

Based on communications from UDOT and the US Bureau of Reclamation, the City Engineer contacted geotechnical firms and solicited proposals to evaluate and prepare plans/specifications for the City to address this issue. Below is an excerpt from the Geotech proposal providing an overview of the problem and scope of work.

The bridge located at 2300 W 2450 S in West Haven City, UT, has seen significant scour along its left abutment, as noted in the biannual UDOT report. This bridge is over the Layton Canal. There is a bend in the channel just upstream of the bridge, and significant channel incision upstream and downstream of the bridge. The canal is owned by the Bureau of Reclamation and managed by the Weber Basin Water Conservancy District. There is a pier in the center of the bridge, and the flow is funneled along the left side of the pier. This has led to significant sediment buildup on the right side of the pier, where water does not flow as freely. This project will provide the City of West Haven with an analysis of its scour problem and provide a few potential solutions. The purpose of this project is to identify a preferred scour countermeasure solution that will be designed, permitted, and constructed as part of a future West Haven City Public Works project.

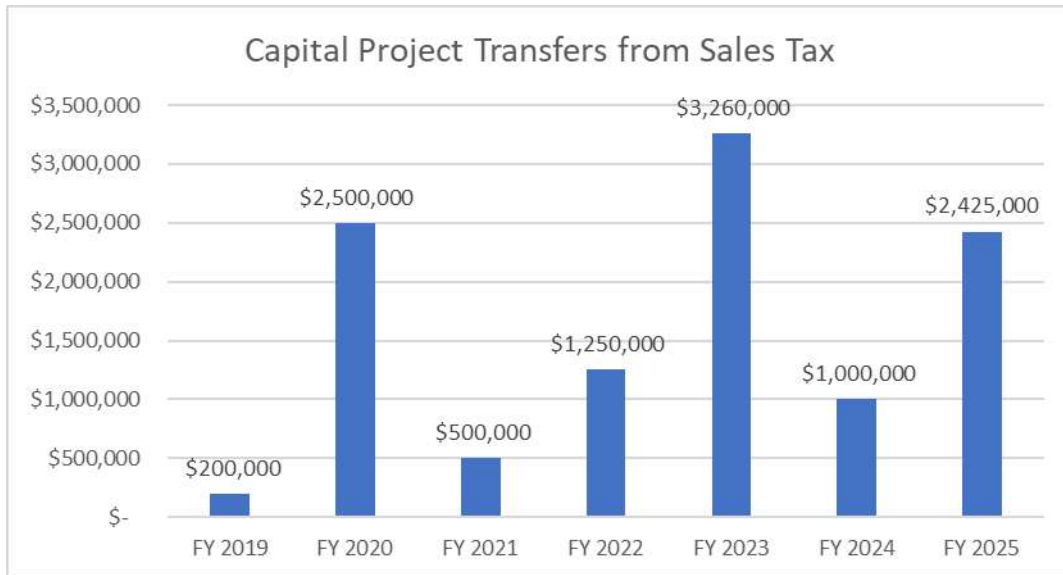
The cost for the Geotech to provide this scope of services is \$25,000. This budget amendment proposes increasing the 10-6030 Engineering budget by \$25,000 to allow the City Engineer to engage a geotechnical engineer to perform the scope of work outlined in their proposal. The actual improvements to mitigate the scouring issues will occur after the analysis, with the work completed under the FY27 Budget.

Balancing the Budget. As you know, the General Fund's maximum fund balance that can be carried forward from year to year is 35%. Last year, the City had a surplus of more than \$2,425,000 above the 35% threshold, which was transferred to Capital Projects.

As of the most recent financial statements, being December 31, 2025, prepared by the City's Finance Director Katie Giddens, the General Fund had the following net revenue over expenses:

- \$6,555,516- Total Revenue
- \$3,752,669- Total Fund Expenditures
- \$2,802,846- Net Revenue Over Expense

There is an unbudgeted revenue of \$1,550,226 contained in 10-3342 WACOG, which I anticipate should be moved to the Capital Projects Fund. Even after the journal entry that moves \$1.5 million to the Capital Fund, it appears revenue will exceed expenses by approximately \$1.3 million. Past performance also indicates the likelihood for revenues to exceed expenses, as shown in the chart below that shows the end of the year transfers from the General Fund to the Capital Fund to ensure that the General Fund retains a fund balance less than 35% of its revenues:



It should be noted that the budget already proposes using \$244,448 from the General Fund's fund balance. However, this will only occur if expenses exceed revenues, which, at this point and based on current and past performance, does not appear to be the case.

As shown in the attached spreadsheet, the budget amendments propose increasing expenses by \$61,000. The simplest way to balance the budget is to propose an equal increase in the use of fund balance in account code 10-3999 Use of Fund Balance.



Railing 2 Distortion at South End



Abutment 1 Scour With Up to 20 IN Undermining



Abutment 1 Scour With Up to 20 IN Undermining



Abutment 1 Up to 24 IN Undermining

West Haven GIS Park Breakdown

1/5/2026

Park	Area (Acres)	Park Greenspace (AC)	Natural Space (AC)	Trails/Sidewalk (Miles)	Parking Lot (AC)	Flower Beds / Parkstrip (AC)	Structures (SF)	Playground Area (Ac)	Ponds (AC)	Detention Ponds (AC)	Campgrounds (AC)	Sport Courts / Fields (AC)	Arena (AC)
City Office Complex Park	11.10	1.31	7.36	0.49	1.69	0.43	13,504						
Country Haven Park	2.68	2.41	0.27	0.00									
County Park	46.48	15.50	19.07	0.89	2.85	0.12	7,841	0.24		0.52		1.47	6.53
Fair Grove	8.88	4.42	4.29	0.15	0.17								
Green Farms	50.27	3.46	40.18	1.63	0.81	0.18	1,742	0.18	4.83	0.50		0.18	
Holmes Park	1.01	0.92	0.00	0.02				0.03					
Moulding and Sons Park	10.32	0.00	10.27	0.07			2,280						
Prevedel Park	76.19	0.00	48.18	0.63	0.63		436				27		
Sports Park	18.03	13.82	0.31	0.63	2.02	0.20	3,049	0.14				1.09	
River Parkway Trail Head	0.19	0.00	0.00	0.00									
Staker Farms	8.07	4.99	2.17	0.39	0.62	0.21	1,307	0.05					
Stonefield Park	6.83	5.83	0.00	0.05	0.68		2,178	0.04					
Sycamore Park	1.00	0.89	0.00	0.01		0.01		0.03				0.08	
Tuscan Park	3.04	2.68	0.00	0.11	0.04	0.01	436	0.07					
Windsor Farms Park	18.24	0.00	17.53	0.00	0.53		218	0.18					
Salt Point Park	3.34	2.65	0.43	0.00	0.26					0.94			
West Haven Trail System													
Cemetery	9.77	6.45	1.49	8.53	1.83								
Totals	275.44	65.33	151.53	14.05	12.13	1.16	32,989.80	0.96	4.83	1.96	27.37	2.82	6.53

ORDINANCE NO. 06-2026

AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY'S 2025-2026 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY'S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I. RECITALS

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

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

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

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

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

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN THAT THE WEST HAVEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2025-2026 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION II. CHANGES TO BUDGET

Those changes set out in **Attachment "A"** of the 18th day of February 2026, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various City departments and funds represented, ought to be, and the same are, amended, re-adopted, and enacted as amendments to the fiscal year 2025-2026 Budget for West Haven City.

The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V. SAVINGS CLAUSE

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

SECTION VI. DATE OF EFFECT

BE IT FURTHER ORDAINED this Ordinance shall become effective on the 18th day of February 2026, and after publication or posting as required by law.

DATED this 18th day of February 2026.

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. ____-2026**, entitled **“AN ORDINANCE OF WEST HAVEN CITY, UTAH, AMENDING THE CITY’S 2025-2026 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY’S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE”** adopted and passed by the City Council of West Haven, Utah, at a City Council meeting thereof on February 12, 2026 which appears of record in my office, with the date of posting or publication being February ____, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of February 2026.

Emily Green
City Recorder

(city seal)

ATTACHMENT “A”

ORDINANCE NO. 06 -2026

An Ordinance of the City Council of West Haven City, Utah, Amending the City’s 2025-2026 Budget by Making Certain Changes to Various of the City’s Funds; Accounting for Revenue and Expenditure Changes; and Establishing an Effective Date

BUDGET ADJUSTMENTS

February 18, 2026

GENERAL FUND

Revenues:

		Increase	Decrease	Ending Account Budget
Use of Fund Balance	10-3999	61,000	-	305,448
		\$ 61,000	\$ -	

GENERAL FUND

Expenses:

		Increase	Decrease	Ending Account Budget
Professional Services	10-4515	\$ 36,000		121,000
Engineering	10-6030	25,000	-	65,000
		\$ 61,000	\$ -	

City Council
Staff Review Memo
February 18, 2026



Stephen Nelson, Community Development Director

Staker Farm MDA Third Amendment

Request:	To amend the Staker Farm MDA to remove/replace the setback requirements
Property Address:	Approx. 3700 W, 2750 S, and sections of 2800 S within Staker Farms
Property Zone:	R-1 with an MDA
Property Size:	Approximately 32 Acres
Applicant:	Mike Schultz, Mike Schultz Inc.
Agent:	Mike Bastian

Governing Document(s):	Stake Farm MDA
Decision Type:	Legislative Recommendation
Staff Recommendation:	See Staff Comments Below

Public Hearing Posting:	The public hearing was noticed and posted on January 29, 2026
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I. Background

The applicant is seeking to amend the Staker Farm Master Development Agreement (MDA). This would be the third amendment to the development agreement. The proposal would affect non-developed lots within Staker Farms Phases 2-4, with only Phases 2 and 3 currently under development. The primary request is to remove the required setbacks within the current Master Development Agreement and then use the adopted R-1 setbacks. No other changes are intended. The general layout and density are not under consideration in this proposal, and no changes are proposed outside the setbacks.

II. Setback Requirements and Timeline

The following time shows the approval of the MDA for Staker Farms, its subsequent updates, and a change in the R-1 Setback standards.

- June 19, 2019- Staker Farms MDA was approved
- May 5, 2020- Staker Farms Phase 1 was approved without the setbacks on the plat

- July 2020-Staker Farms MDA was signed
- January 13, 2022-Staker Farms Phase 2 was recorded with the MDA setbacks on the plat
- August 2, 2022- Staker Farms Phase 3 was recorded with setbacks on the plat

You can read the full Staker Farm MDAs

- [Staker Farms](#)
- [First Amendment](#)
- [Second Amendment](#)

As shown in the timeline, the MDA was approved, including the likely setback standards for the R-1 Zoning at the time; almost a year later, the setback standards for the zone were reduced. At the time of this report, staff have not been able to verify the R-1 zoning standards at the time of the Staker Farms Development Agreement approval, but only that the zoning standards were reduced by Ord 20-2020. The following table shows the difference between the setbacks listed within the MDA and the current R-1 Zone.

	MDA Setbacks	Current R-1 Zones
Front	25 Feet	25 feet garage, 20 feet home
Side	10 Feet	8 Feet
Side-Street	20 Feet	20 Feet
Rear	30 Feet	22 Feet

The two largest proposed changes would be the side and rear setbacks. The applicant wishes to reduce the setbacks to match the underlying zone.

III. Staff Findings and Considerations

1. The proposal would be the third amendment to the Staker Farms MDA
2. Notices for the public hearing were posted on January 29, 2026.
3. The Planning Commission held a public hearing on February 11, 2026. At the same meeting, the Planning Commission made a positive recommendation regarding the proposal.
4. When R-1 setbacks were updated in 2020, there was no change to the MDA. The setbacks within the MDA were established in the “Zoning” note on the site plan but were not stipulated in the main body of the agreement, and were recorded on the plats for phases two and three.
5. The Phase 1 plat does not contain a note about the setbacks, but Phases 2 and 3 do.
6. The amendment does not propose any change in density, layout, or lot size for the development.
7. The proposed change would be applied to undeveloped lots within Phases 2-4 of the Staker Farm Development. The change would also nullify the setback notes on the plates.

8. The lots tend to be smaller within Staker Farm Development compared to other R-1 Zones because of the terms of the MDA. Because of the dedication and construction of the park, the City agreed to allow for smaller lots within the Staker Farm Development. The lot size and frontage are more closely aligned with an R-2 zone.
9. The reduced setbacks will likely lead to slightly smaller yard space (no change in lot size), and allow slightly larger homes, but will be very similar to other R-1 and R-2 zoned developments.
10. The proposal has been reviewed by the City Attorney and Community Development Director. The applicant has agreed to the City's recommended changes. The draft being presented reflects discussion and negotiations between the applicant and City staff.

IV. Planning Commission and Public Hearing

The Planning Commission held the required public hearing on February 11, 2026. No public comment was received. The Planning Commission considered the proposal at the same meeting and made the following recommendation:

*"[R]ecommend to the City Council to **Approve** the **AMENDMENT TO DEVELOPMENT AGREEMENT: Staker Farms 3rd Amendment**, finding that the change is consistent with the underlying zone and that City staff and attorney have reviewed and made appropriate changes to the proposal."*

V. Suggested Motion

It is anticipated that if the change were allowed, there would be a minor difference in development, with slightly larger homes permitted and some reduced yard space, mostly on the side and rear of the homes. Edits and changes to a Development Agreement are legislative by nature, giving the city discretion on negotiations and decisions. Staff would recommend that the City consider the impact of the proposed changes and whether they would enhance the community. Planning staff does not have any major concerns regarding the proposed changes.

Possible Motions

Approval

*"I make a motion to **Approve Ordinance ____-2026**, the **AMENDMENT TO DEVELOPMENT AGREEMENT: Staker Farms 3rd Amendment**, finding that the change is consistent with the underlying zone and that City staff and attorney have reviewed and made appropriate changes to the proposal."*

Approval with Conditions or Changes

*"I make a motion to **Approve Ordinance ____-2026, the AMENDMENT TO DEVELOPMENT***

AGREEMENT: Staker Farms 3rd Amendment, finding that the change is consistent with the underlying zone and that City staff and attorney have reviewed the proposal, with the following added (changes or conditions) ..."

[insert conditions]

Denial

*I make a motion to **Deny Ordinance ____-2026, the AMENDMENT TO DEVELOPMENT***

AGREEMENT: Staker Farms 3rd Amendment, finding that the setbacks with the current development agreement are more desirable for the nature of the Staker Farm Development, and were previously negotiated, and later approved and recorded with Phase 2 and 3 of the development."

ORDINANCE NO. 07-2026

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE STAKER FARMS PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

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

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

WHEREAS, the City Council finds that in conformance with UC §10-20-508, the City may enter into a “development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes”; and,

WHEREAS, on July 7, 2020, the City and the Developer entered into a Master Development Agreement which was titled “Development Agreement, Staker Farms” (“MDA”) with regard to the development of a project known as the Staker Farms Subdivision; and,

WHEREAS, on April 29, 2021, the City and the Developer entered into a First Amendment of the MDA, which amended certain parts of the MDA; and,

WHEREAS, on April 17, 2024, the City and the Developer entered into a Second Amendment of the MDA, which amended certain parts of the MDA; and,

WHEREAS, the City Council finds that the Planning Commission has held a public hearing on the Third Amendment to the Master Development Agreement for the Staker Farms Project and has recommended adoption of the Second Amendment to the City Council; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Third Amendment; and

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health, and welfare are at issue and require 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:

1. The Third Amendment to the Master Development Agreement for the Staker Farms Project, attached as Attachment “A”, and fully incorporated by this reference, is approved and adopted.
2. That the City Manager is authorized to sign any documents necessary to affect this Third Amendment, including signing the Third Amendment itself and any other documents referred to in the Third Amendment.
3. The Mayor is authorized to sign this Ordinance.
4. The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where 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 18th day of February 2026 and after publication or posting as required by law.

DATED 18th day of February 2026.

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 §10-3-718 do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. -2026, entitled “**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE STAKER FARMS PROJECT; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**” adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on February 18, 2026 which appears of record in my office, with the date of posting or publication being February ____, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of February 2026.

Emily Green
City Recorder

ATTACHMENT “A”

Attached to Ordinance 07-2026

**Third Amendment to the Master Development Agreement for
the Staker Farms Project**

DRAFT

AMENDMENT TO DEVELOPMENT AGREEMENT
Staker Farms 3rd Amendment

This 3rd Amendment (“3rd Amendment”) is dated and entered into as of _____, 2026, by and between _____ (“Developer”) and West Haven City (“City”), and amends the original development agreement titled “Development Agreement, Staker Farms” between the City and Developer. The City and Developer may from time to time be collectively referred to as the “Parties”, and each may be referred to individually as “Party”.

Recitals:

A. On June 19, 2019, the City approved by Ordinance 21-2019 the Master Development Agreement titled “Development Agreement, Staker Farms” (“MDA”), in regards to the development of a project known as the Staker Farms Subdivision. The City and Developer both signed the MDA on July 7, 2020, and it was recorded July 30, 2020 with the Weber County Recorder’s Office.

B. On April 29, 2021, the City and Developer entered into the Staker Farms 1st Amendment (“1st Amendment”) to the MDA, which amended certain parts of the MDA.

C. On April 17, 2024, the City and Developer entered into the Staker Farms 2nd Amendment (“2nd Amendment”) to the MDA, which amended the 1st Amendment.

D. The MDA includes exhibits containing a Preliminary Plat for the Staker Farms subdivision, which includes a notation that states the following language on the upper right side of the Preliminary Plan,

“ZONING INFO
R-1 ZONE
(RESIDENTIAL LOW DENSITY ZONE)
MIN. LOT AREA: 12,500 S.F.
-FRONT SETBACK: 25 FT
-SIDE SETBACK: 10 FT. MIN. EACH SIDE/20 FT.
LOT SIDE FRONTING STREET
-REAR SETBACK: 30 FT.”

E. Staker Farms – Phase 1 plat was recorded May 5, 2020, and it did not include this language from the preliminary plan.

F. Staker Farms – Phase 2 plat was recorded January 13, 2022, and includes the same language as the preliminary plan.

G. Staker Farms – Phase 3 plat was recorded August 2, 2022, and includes the same language.

H. The City amended its zoning regulations governing R-1 setbacks in Ordinance 20-2020 on May 20, 2020, and set the side setbacks at 8 feet and set the rear setback as the rear lot line must average 22 feet.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties amend the MDA and the attached preliminary plan as follows:

1. The foregoing recitals are fully incorporated herein.
2. **Removal of Setback Notations.** Any notation, stamp, or reference to the R-1 zoning setback requirements contained in the Preliminary Plat attached to the MDA, Staker Farms - Phase 2 Plat, and Staker Farms - Phase 3 Plat is hereby stricken.
3. **Application of Current Zoning Standards.** All remaining vacant lots and all future phases within the Staker Farms development shall be subject to the R-1 zoning setback requirements as set forth in the West Haven City Municipal Code in effect at the time of development approval and application for building permitting.
4. **Existing Improvements.** This Amendment shall not apply retroactively to any lots upon which residential or other improvements have been lawfully constructed prior to the effective date of this 3rd Amendment.
5. **No Other Modification.** Except as expressly modified herein, the MDA, the 1st Amendment, and the 2nd Amendment shall remain in full force and effect. All terms defined in the MDA, 1st Amendment, and 2nd Amendment, unless otherwise specifically stated, shall remain the same.
6. **Effective Date.** This 3rd Amendment shall be effective upon adoption by the City Council and execution by both of the parties.
7. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

WEST HAVEN CITY

By: _____
City Manager

ATTEST: _____
City Recorder

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this __ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of West Haven City, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of said municipal corporation with proper authority and duly acknowledged to me that he/she executed the same.

Notary Public
Residing at:

DEVELOPER

By: _____

Title: _____

STATE OF _____)
 ss.
COUNTY OF _____)

On this __ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that they are the _____ of _____, and that the within and foregoing instrument was signed on behalf of said company with proper authority and duly acknowledged to me that they executed the same.

Notary Public
Residing at:

Resolution No. 07-2026

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

SECTION I – RECITALS:

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

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

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

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

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

WHEREAS, the West Haven and Riverdale wish to set forth their respective rights and duties regarding working together and also each city's respective responsibilities regarding payment of costs associated with West Haven's citizens using the Riverdale Senior Center; and

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

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

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

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

SECTION II. AGREEMENT :

1. That the Interlocal Agreement between West Haven City and Riverdale City, a copy of which is attached as Attachment “A” to this Resolution, regarding financial contributions to support the Riverdale Senior Center, is hereby adopted by the City Council.
2. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Resolution adopting the Agreement.

The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the ____ day of _____ 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this ____ day of _____ 2026.

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 _____

ATTACHMENT “A”

**ATTACHMENT TO RESOLUTION # 07-2026
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST HAVEN AND THE
CITY OF RIVERDALE REGARDING FINANCIAL CONTRIBUTIONS TO SUPPORT
THE RIVERDALE SENIOR CENTER**

DRAFT

INTERLOCAL AGREEMENT RELATING TO THE RIVERDALE SENIOR CENTER

This Interlocal Agreement is made and entered into the _____ day of _____, 2026, by and between **Riverdale City, Utah**, a municipal corporation of the State of Utah (hereinafter “Riverdale”), and the **City of West Haven, Utah**, a municipal corporation of the State of Utah (hereinafter “West Haven”). Collectively, Riverdale and West Haven may be referred to as “Cities” or “Parties” and individually as “City” or “Party.”

RECITALS

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

WHEREAS, all the Parties hereto are public agencies as defined by the Act; and

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

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

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

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

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

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

SECTION ONE SCOPE OF AGREEMENT

1. The Cities intend by this Interlocal Agreement to cooperatively develop a working relationship to provide quality senior citizen services to residents.

2. The Cities agree that this Interlocal Agreement is not intended to cover all costs associated with the facility, but to provide for a portion of compensation in relation to those services utilized by residents of West Haven. Riverdale is also pursuing similar agreements with nearby communities whose residents frequently utilize these services.
3. Resident Rate Parity. Subject to the terms and limitations set forth in this Agreement, Riverdale agrees to provide senior services, programs, activities, facility use, and associated senior center access to eligible West Haven senior citizen residents at the same rates, charges, and membership pricing applicable to Riverdale senior citizen residents, excluding senior meal or lunch programs and excluding non-senior or unrelated building uses.
4. A central purpose of this building and its amenities is senior center services and activities, with senior programming given a heightened priority when defining allowable uses.
5. This Agreement only includes those services directly related to senior citizen usage and activities and does not encompass the rental or use of the Riverdale Senior Center by private residents for other activities, as this is a separate operational and budgetary function.

SECTION TWO GENERAL PROVISIONS

1. **Financial Contribution and Consideration.**
 - a. **Annual Contribution.** West Haven shall provide an annual contribution to Riverdale in support of the Riverdale Senior Center, commencing in Fiscal Year 2026. Riverdale shall provide West Haven with an invoice for the agreed amount by January 1st of each year.
 - b. **Express Consideration.** The Parties expressly agree that the annual contribution described in this subsection constitutes **consideration** in exchange for Riverdale extending Riverdale resident-rate to eligible West Haven senior citizen residents under the terms of this Agreement. Nothing herein shall be construed as creating a subsidy obligation beyond the express terms stated.
2. **Promotional Membership Rate and Rate Parity.**
 - a. **Promotional January Rate (Riverdale Residents).** Riverdale offers a **promotional January membership rate of \$15.00 per year** for senior citizen membership access to the Riverdale Senior Center (“January Promotional Rate”). This rate is promotional in nature and is available only during the month of January for memberships purchased during that period.
 - b. **Extension to West Haven Residents.** During the term of this Agreement, and in consideration of the annual contribution described above, **eligible West Haven senior citizen residents** may purchase a senior center membership at the **same**

January Promotional Rate of \$15.00, subject to the same promotional timing and conditions applicable to Riverdale residents. For the remainder of the year (February-December), the Riverdale resident cost is \$30.00 per year, and West Haven residents are entitled to that rate as well.

- c. **Membership Term.** All memberships purchased under the January Promotional Rate or memberships purchased on any month besides January shall be valid for **twelve (12) consecutive months from the date of purchase** and shall not be tied to the calendar year or fiscal year.
 - d. **Scope of Parity.** Membership rate parity applies to **all senior center fees, programs, activities, facility use, senior services, and programming** provided for senior citizens, **excluding senior meal or lunch programs and select supplies associated with specific specialized classes**, and excluding other non-senior or unrelated building operations or uses.
 - e. **Residency Verification.** West Haven residency verification shall be required **only at the time of membership purchase**, and Riverdale shall have no ongoing obligation to monitor residency status after issuance of a valid membership. Verification shall include a valid government issued photo ID, displaying current West Haven address AND one secondary proof of residency dated within the proceeding sixty (60) days which may include a utility bill, lease agreement, property tax notice or similar official documentation.
3. **Term, Automatic renewal, termination.** The initial term of this Interlocal Agreement shall be for a period of eighteen **(18) months**, commencing January 1, 2026 and ending June 30, 2027, if approved by resolution of each Party. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year periods beginning July 1 and ending June 30 of each subsequent year. This Interlocal Agreement may be terminated at any time by either Party upon **thirty (30) days' written notice** to the other Party, with or without cause.
4. **Financial Contribution.** West Haven shall provide an annual contribution to Riverdale in support of the Riverdale Senior Center. The initial contribution will be \$1,250 (one thousand two fifty dollars) covering January 1, 2026, through June 30, 2026. Thereafter, the yearly amount will be \$2,500 (two thousand five hundred dollars) payable on or before August 1 of each fiscal year of any renewal thereof, for annual maintenance and operation costs of the Riverdale Senior Center. The initial amount will be payable by West Haven upon approval and signing of the interlocal agreement by both Parties and Riverdale sending an invoice to West Haven for the agreed upon amount.
5. **Effect on Existing memberships.** Termination or non-renewal of this Agreement shall not invalidate or shorten any membership validity purchased prior to the effective date of termination. Any such membership shall remain valid for it's full twelve (12) month term from the date of purchase.

6. **Effective Date.** This Interlocal Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the Parties as provided in the Act.
7. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of appropriate resolutions from the Cities, along with an approved as to form by the City Attorney of each City, and upon meeting all other applicable requirements of the Act.
8. **Entire Agreement.** This Interlocal Agreement, together with any adopted amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Interlocal Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.
9. **Indemnification.** Riverdale and West Haven are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Governmental Immunity Act”). Subject to the provisions of the Governmental Immunity Act, the Cities agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either City under the Governmental Immunity Act.
10. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
11. **Warranties.** Each Party represents and warrants that it is a public agency within the meaning of the Act, is authorized to execute and deliver this Interlocal Agreement and there is no litigation, legal action, or investigation between the Parties that would adversely affect this Interlocal Agreement.
12. **Governing Law.** It is understood and agreed by the Parties that this Interlocal Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
13. **Assignability.** The rights, duties, powers, and obligations of this Interlocal Agreement may not be transferred, assigned, or delegated without the express written consent of the Parties.
14. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Interlocal Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from

what is normally allowed or required by law, every effort shall be used to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Interlocal Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interlocal Agreement. It is thus the intention of the Parties that each provision of this Interlocal Agreement shall be deemed independent of all other provisions herein.

15. **Counterparts.** This Interlocal Agreement may be executed in counterparts by Riverdale and West Haven.

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

SECTION THREE INTERLOCAL AGREEMENT

1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, in connection with this Agreement, the Parties agree as follows:

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

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

DRAFT

RIVERDALE CITY

By: _____
BRADEN MITCHELL, MAYOR

ATTEST:

Michelle Marigoni, Riverdale City Recorder

Approved as to form and compliance
with applicable law:

Steve Brooks, Riverdale City Attorney

Date: _____

WEST HAVEN CITY

By: _____
ROB VANDERWOOD, MAYOR

ATTEST:

Emily Green, West Haven City Recorder

Approved as to form and compliance
with applicable law:

Amy Hugie, West Haven City Attorney

Date: _____