WEST HAVEN CITY COUNCIL AGENDA

July 1, 2026 6:00 P.M.

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

NOTICE IS HEREBY GIVEN THAT ON July 1, 2026, THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: 4:30 PM: COUNCIL WORK SESSION AND 6:00 PM: REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT HTTPS://US06WEB.ZOOM.US/J/81581435918. WATCH LIVE AT HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030.

4:30 WORK SESSION – IN CITY COUNCIL CHAMBERS

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

MEETING TO ORDER: **Mayor Vanderwood**

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion- Elected Officials and City Manager Updates

2. Discussion-General Plan Land Use

6:00 REGULAR CITY COUNCIL MEETING

1. MEETING CALLED TO ORDER: **Mayor Vanderwood**

2. OPENING CEREMONIES

A. FLAG CEREMONY	**Councilmember Dixon**
B. PRAYER/MOMENT OF SILENCE	**Councilmember Swapp**

3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 3 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

Printmaking Workshop-The Barn	**July 13, 2026**	**6:00 PM**
Senior Lunch Bunch-The Barn	**July 22, 2026**	**11:30 AM**
Music Circle-The Barn	**July 27, 2026**	**7:00 PM**

5. COUNCIL UPDATES

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

6. ACTION ON CONSENT AGENDA

A. COUNCIL MEETING MINUTES	**MEETING HELD**	**June 17, 2026**
B. STAKER PARSON COMPANIES	**$242,771.00**	**Inv.#214114-2**
C. GAMETIME	**$155,936.36**	**Inv.#INV-00107004**
D. ANDERSEN ASPHALT LLC	**$157,004.00**	**Inv.#2212-1024**

7. DISCUSSION AND POSSIBLE ACTION-CONSIDERATION OF SELECTING BETTERMENT STREETSCAPE IMPROVEMENTS FOR UDOT SR-108 (MIDLAND) CONSTRUCTION PROJECT

8. ACTION ON RESOLUTION 25-2026-MASTER LANDSCAPE MAINTENANCE AGREEMENT BETWEEN WEST HAVEN CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION

9. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
A. ACTION ON ORDINANCE 12-2026-CHANGE TO TITLE XV LAND USAGE, HOME OCCUPATION, INCLUDING § 157.880 THROUGH § 157.883-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR
B. ACTION ON ORDINANCE 13-2026-CHANGE TO TITLE XV LAND USAGE, PH ZONE (RESIDENTIAL PATIO HOMES), INCLUDING § 157.411 THROUGH § 157.419-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR

10. **ADVICE & CONSENT OF: ONE (1) PARKS AND TRAILS COMMITTEE MEMBER APPOINTMENT-Submitted by Mayor Vanderwood To fill one, 3-year term. The term will be from July 1, 2026 thru December 31, 2028**

11. **ACTION ON RESOLUTION 26-2026-PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ZACHARY HOLBROOK FOR CONTINUED INDIGENT LEGAL SERVICES**

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

13. **CLOSED SESSION- The Council will enter into a closed meeting for the purpose of discussing the character and professional competence of an individual; to be held in accordance with the provisions of Utah Code 52-4-205.**

14. **ADJOURNMENT**

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@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 on utah.gov/pmn/ and at westhavenut.gov; mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney

WEST HAVEN CITY
COUNCIL MEETING MINUTES

June 17, 2026 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

Present:	
Rob Vanderwood	Mayor
Ryan Saunders	Councilmember
Carrie Call	Councilmember
Kim Dixon	Councilmember
Nina Morse	Councilmember
Ryan Swapp	Councilmember
Shawn Warnke	City Manager
Emily Green	City Recorder
Stephen Nelson	Community Development Director
Edward Mignone	City Engineer
Michelle Witte	Social Media Coordinator & Admin. Assistant
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
There were no updates at this time.

2. Discussion- Council will discuss the Current 2025-2026 Budget and proposed 2026-2027 Final Budget, including but not Limited to Revenues, implementing a New Tax (Municipal Energy Tax), Expenses, and Capital Projects within the General Fund, Capital Project Fund, Cemetery Fund, and Storm Water Fund-Shawn Warnke, City Manager
Shawn Warnke gave some updates on the budget.

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 Morse**
B. PRAYER/MOMENT OF SILENCE **Councilmember Dixon**

3. **PRESENTATION-YOUTH CITY COUNCIL SCHOLARSHIP PRESENTED TO KENNY OLSEN- MAYOR ROB VANDERWOOD AND COUNCIL MEMBER KIM DIXON**
Mayor Vanderwood presented Kenny Olsen with his scholarship.

4. **PUBLIC PRESENTATION:** Resident(s) attending this meeting will be allotted 3 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.

5. **UPCOMING EVENTS**

Music Circle-The Barn	**June 22, 2026**	**7:00 PM**
Senior Lunch Bunch-Councilmember Call	**June 24, 2026**	**11:30 AM**
West Haven Days-R. Kenneth Baldwin Country Park	**June 24-27, 2026**	

Councilmember Call said the Art Council will start holding an Open Sew Night soon.

DRAFT

6. **COUNCIL UPDATES**

Councilmember Morse said all the information for West Haven Days is also on Facebook as well as the website.

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

7. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES MEETING HELD June 3, 2026

Councilmember Call made a correction to the minutes for June 3, 2026, to remove the motion on item number 9.

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

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

8. **PUBLIC HEARING- FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON ADOPTING A RESOLUTION REAFFIRMING ORDINANCE 14-1998, WHICH ENACTED THE MUNICIPAL ENERGY SALES AND USE TAX, BY AUTHORIZING THE CITY MANAGER TO TAKE THE ADMINISTRATIVE MEASURES AND ACTIONS TO SUBMIT ORDINANCE 14-1998 TO THE TAX COMMISSION**

Councilmember Morse made a motion to enter into public hearing. **Councilmember Dixon** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

David Foust expressed concern about the energy tax being approved in 1998 and not being implemented until now. He also expressed concern about people in the community on a fixed income having to compensate for this new tax. He argued that the new Walmart would allow for quite a bit of sales tax revenue. He said he felt the city expanded faster than could be accounted for in long term infrastructure and that was the reason for the tax being implemented.

Councilmember Dixon made a motion to leave public hearing. **Councilmember Call** seconded the motion.

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

Mayor Vanderwood said he appreciated the comments on this public hearing. He said that had the tax been implemented when it was adopted in 1998 it would have cost the citizens quite a bit of money. He said evaluating this tax has been tough.

Councilmember Swapp asked the City Manager to explain the revenue on the tax.

Shawn Warnke said we reached out to Rocky Mountain Power and Enbridge to find out what their revenue is and that's what we based the estimate on. He said the $900,000 estimate is for three quarters of a year. He said if the council does adopt this tonight it would go into effect October 1, 2026.

Councilmember Saunders asked if the tax was implemented for a full year it would be $1.2 million but since it is three quarters of a year it will be roughly $900,000.

Shawn Warnke confirmed that is the case.

Mayor Vanderwood said Walmart has had a lot of delays in the construction and that has made it so that we do not receive sales tax funds from that. He said that we do not have a property tax here in West Haven and because the energy tax was already adopted it allowed for another option to be able to stay ahead of the possible deficits in the upcoming budgets. He said the City Council has worked to slow the growth down and that has effected the budget.

DRAFT

Councilmember Saunders said that one of the largest concerns for the City is public safety and that's one of the largest costs within the budget. He said the increase in the Sheriff's contract and the decrease from building has been the largest deciding factor for him. He said the City does try and find ways to cut cost when they can. He is in favor of this tax but not a big fan of taxes in general.

Councilmember Dixon said people often ask why we are the fastest growing city. She said property owners can sell their land at any point and that the legislator dictates what the City's can and cannot do. She said we cannot stop building we are required to follow Utah state laws. She said that the City has not tried to influence any property owners in any way. She said the way that you plan a city is through zoning and the City Council has worked hard on making the zoning better.

9. <u>PUBLIC HEARING-</u> FOR THE PURPOSE OF SOLICITING PUBLIC INPUT FOR ENACTING PAY COMPENSATION, AND STAFFING PLANS AND SCHEDULES FOR EMPLOYEES, APPOINTED AND ELECTED OFFICIALS FOR FISCAL YEAR 2027 FROM JULY 1, 2026, TO JUNE 30, 2027

Councilmember Call said that City Council has opted to not include a cost of living increase on their annual wages.

Councilmember Dixon made a motion to enter into public hearing. **Councilmember Call** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Call made a motion to leave public hearing. **Councilmember Saunders** seconded the motion.

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

10. <u>PUBLIC HEARING</u>- FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON THE PROPOSED 2026- 2027 FINAL BUDGET FROM JULY 1, 2026, TO JUNE 30, 2027 FOR THE GENERAL FUND, CAPITAL FUND, CEMETERY FUND, AND STORM WATER FUND

Councilmember Morse made a motion to enter into public hearing. **Councilmember Dixon** seconded the motion.

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

Mayor Vanderwood invited the public up for comment.

No one came up at this time.

Councilmember Morse made a motion to leave public hearing. **Councilmember Swapp** seconded the motion.

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

11. <u>PUBLIC HEARING</u>-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON THE AMENDMENT OF 2025- 2026 BUDGET FROM JULY 1, 2025, TO JUNE 30, 2026 FOR THE GENERAL FUND, CAPITAL FUND, CEMETERY FUND, AND STORM WATER FUND

Councilmember Morse made a motion to enter into public hearing. **Councilmember Saunders** seconded the motion.

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

DRAFT

Mayor Vanderwood invited the public up for comment.

No one came up a this time.

Councilmember Saunders made a motion to leave public hearing. **Councilmember Call** seconded the motion.

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

12. <u>ACTION ON RESOLUTION 20-2026</u>-REAFFIRMING ORDINANCE 14-1998, WHICH ENACTED THE MUNICIPAL ENERGY SALES AND USE TAX BY AUTHORIZING THE CITY MANAGER TO TAKE THE ADMINISTRATIVE MEASURE AND ACTIONS TO SUBMIT ORDINANCE 14-1998 TO THE TAX COMMISSION- SHAWN WARNKE, CITY MANAGER

Councilmember Call suggested using a smaller percentage for the municipal energy tax.

Councilmember Dixon suggested using 4%.

Councilmember Swapp said the Sheriff's contract has a 7.6% increase this fiscal year and will increase by 17% next fiscal year. He said costs for everything are going up and that is reflected in our budget. He said that we don't like doing this if we don't need to but he supports the 6% noted in the municipal energy tax because of increasing costs.

Councilmember Saunders said he is in favor of the 6%. He said we are one of 3 cities that do not collect property tax.

Councilmember Swapp said that the increase in the Sheriff's contract is due to wages that needed to be reassessed to address retention of employees.

Councilmember Dixon made a motion to adopt resolution 20-2026. **Councilmember Saunders** seconded the motion.

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

13. <u>ACTION ON ORDINANCE 14-2026</u>--ENACTING PAY COMPENSATION, AND STAFFING PLANS AND SCHEDULES FOR EMPLOYEES, APPOINTED AND ELECTED OFFICIALS FOR FISCAL YEAR 2027 FROM JULY 1, 2026, TO JUNE 30, 2027 -SHAWN WARNKE, CITY MANAGER

Councilmember Morse said she is in favor of removing any increase for City Council and Planning Commission.

Councilmember Call said that not all Planning Commissioners had agreed to not receiving a cost of living increase.

City Council agreed to not include a cost of living adjustment for elected officials.

Councilmember Saunders made a motion adopt ordinance 14-2026 excepting elected officials from the cost of living increase. **Councilmember Call** seconded the motion.

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

14. <u>ACTION ON RESOLUTION 21-2026</u>-ADOPTING THE FINAL BUDGET, TOGETHER WITH ITS ASSOCIATED FORMS, SCHEDULES, AND ATTACHMENTS, FOR WEST HAVEN CITY FOR THE FISCAL YEAR 2027, FROM JULY 1, 2026 TO JUNE 30, 2027 FOR THE GENERAL FUND, CAPITAL FUND, CEMETERY FUND, AND STORM WATER FUND -SHAWN WARNKE, CITY MANAGER

Councilmember Saunders said the City Council discussed in the work session keeping the increase for the newsletter in the budget but looking into a way to allow citizens to opt in or opt out for it.

Mayor Vanderwood said past discussions have centered around residents who rent not receiving the newsletter.

Councilmember Dixon said she is in favor of leaving that budgeted amount in and taking steps to decrease it.

Councilmember Morse suggested using the funds to find a less expensive alternative.

DRAFT

Councilmember Swapp suggested adding information in the July newsletter for the brainstormed options of how to distribute it.

Councilmember Saunders made a motion adopt resolution 21-2026. **Councilmember Morse** seconded the motion.

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

15. ACTION ON RESOLUTION 22-2026-AMENDING THE BUDGET FOR THE FISCAL YEAR 2026, FROM JULY 1, 2025 TO JUNE 30, 2026 FOR THE GENERAL FUND, CAPITAL FUND, CEMETERY FUND, AND STORM WATER FUND -SHAWN WARNKE, CITY MANAGER

Councilmember Call made a motion adopt resolution 22-2026. **Councilmember Morse** seconded the motion.

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

16. ACTION ON RESOLUTION 23-2026-ACCEPTING THE FRAUD RISK ASSESSMENT QUESTIONNAIRE, COMPLETED BY THE TREASURER AND REVIEWED BY THE CITY MANAGER, FOR THE PURPOSE OF PROVIDING INDEPENDENT ADVICE, ASSISTANCE, AND RECOMMENDATIONS IN THE OVERSIGHT OF THE INTERNAL AND EXTERNAL AUDIT FUNCTIONS OF THE CITY -RYAN CHILD CITY TREASURER

Councilmember Dixon made a motion adopt resolution 23-2026. **Councilmember Call** seconded the motion.

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

17. ACTION ON RESOLUTION 24-2026-APPROVING THE POULTER FAMILY OPEN SPACE PRESERVE POND'S LANDSCAPE PLANS AND CONSTRUCTION DRAWINGS AND AUTHORIZING THE CITY MANAGER AND STAFF TO BID THE PROJECT ACCORDING TO THE PLANS AND DRAWINGS- SHAWN WARNKE, CITY MANAGER

Shawn Warnke said that Councilmember Call brought up the need for specifics on the playground equipment.

Councilmember Swapp suggested adding the playground equipment as an alternate in the bid.

Councilmember Saunders made a motion adopt resolution 24-2026 with the caveat that the bids will be flexible and will allow the city to pull the playground out or keep it in. **Councilmember Morse** seconded the motion.

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

18. 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 at this time.

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

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

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

Mayor Vanderwood said the closed session was used to discuss the purchase, exchange, or lease of real property.

DRAFT

Councilmember Morse made a motion leave the closed session. **Councilmember Saunders** seconded the motion.

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

20. ADJOURNMENT

Councilmember Morse made a motion to adjourn at 8:07 PM. **Councilmember Saunders** seconded the motion.

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

Emily Green
City Recorder

Date Approved:

DRAFT

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: July 1, 2026

SUBJECT: Discussion and consideration of selecting betterment improvements for UDOT SR-108 (Midland) Construction Project

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Betterments Budget for Midland. Starting in the Spring of 2027, UDOT will start the expansion of SR- 108 between Antelope Drive in Davis County and Hunter Drive in West Haven. SR-108, also known as Midland Drive in West Haven, will be reconstructed and widened to accommodate future travel demand and improve safety. The design will include five lanes, widened shoulders, improved sidewalks, and a multi-use path as shown below.



A portion of UDOT's budget for widening SR-108 (Midland Drive in West Haven) includes discretionary funds for West Haven City to program to improve the project above UDOT's baseline improvements or aesthetics. This betterment budget is divided proportionally to the length of the road project in each city (Clinton, Roy, and West Haven). As you know, West Haven City's portion of the SR-108 Project is small, and as such, West Haven City's betterment budget is only $55,000.

There has been a small working group comprised of Mayor Vanderwood, City staff, UDOT project manager, and UDOT consultants that have met and identified possible betterment improvements for the City Council's final consideration. UDOT is nearing 90% completion of the design and construction documents, and for this reason the City Council needs to elect which improvements they would like to include in the plan set and ultimately be constructed.

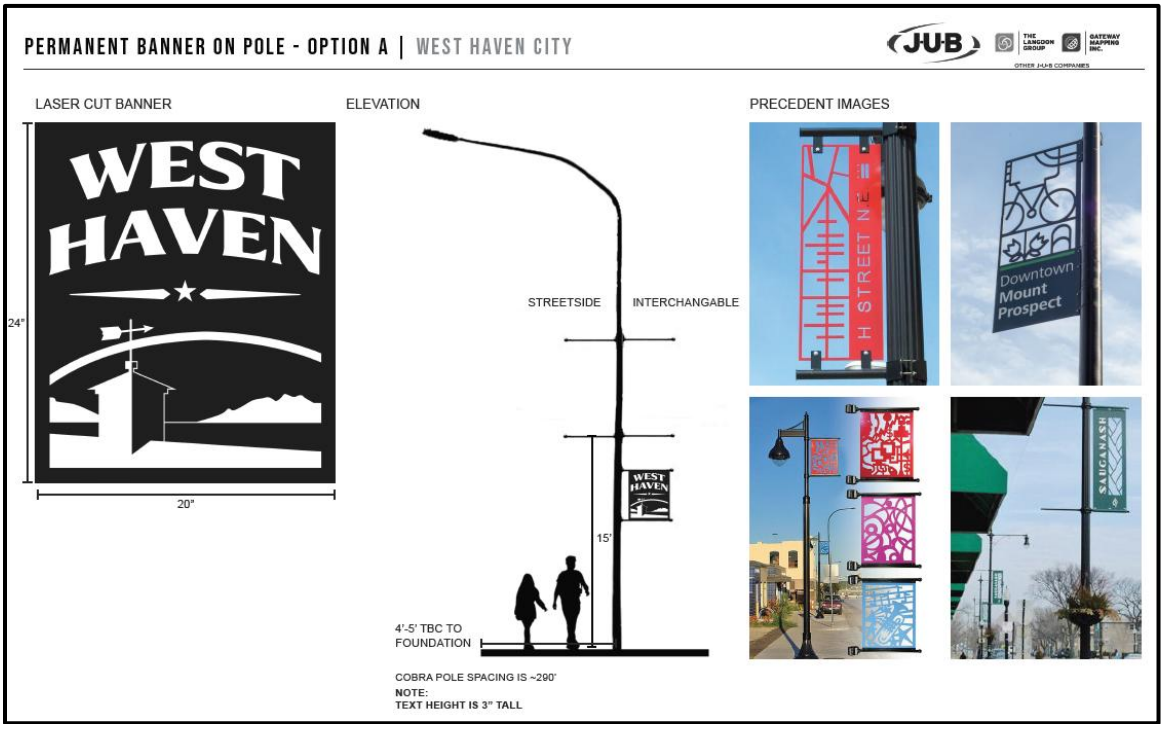
To aid in this process the small work group has put together cost estimates, concept designs, and different options of improvements to be considered when spending the $55,000 budget provided by UDOT. Through the FY 2027 budgeting process the City budgeted an additional $10,000 to help offset any overages that may occur once UDOT receives bids to construct the project.

Because Midland Drive forms the boundary between Roy and West Haven, the two cities have discussed coordinating the use of their betterment funds to create a uniform and continuous streetscape. City staff from Roy and West Haven recommend using their respective betterment budgets to powder-coat the streetlights black, rather than using a galvanized metal finish. All proposed options

for the City Council's consideration include 13 black powder-coated streetlights spaced approximately 290 feet apart, with hardware for interchangeable banners. The cost estimates for the permanent laser-cut banners assume black powder-coated aluminum. The working group also discussed using sealed corten steel to reduce staining on the concrete below; however, the cost estimates do not include this optional material.

Option A- Permanent 24" tall x 20" wide- One Laser Cut Banner on a Streetlight.

Option A includes installing one permanent 24" tall by 20" wide laser-cut banner on each streetlight. The banner would be powder-coated black and attached with mounting hardware. One concept design is shown below. The sign copy is 3" tall. Based on the mounting height, sign size, and text size, the banner would be more legible for pedestrians than for vehicular traffic. Option A would also include hardware for two interchangeable banners. This option appears to be well within the UDOT-provided budget and is not expected to require supplemental City funds.



West Haven City

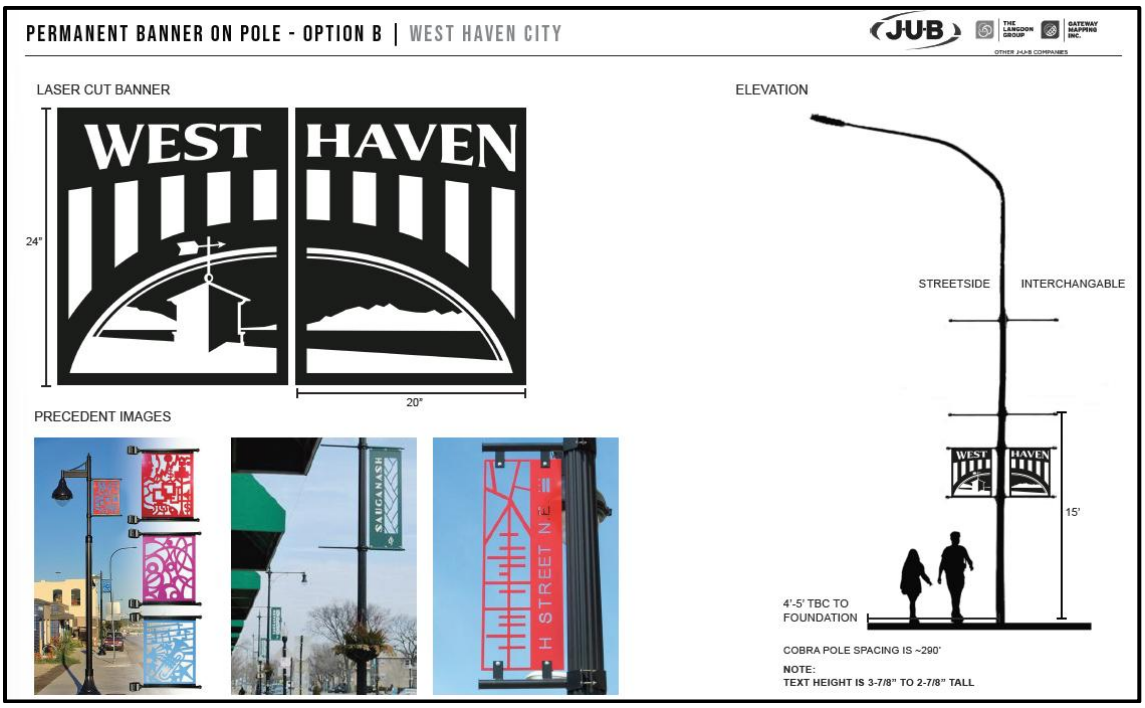
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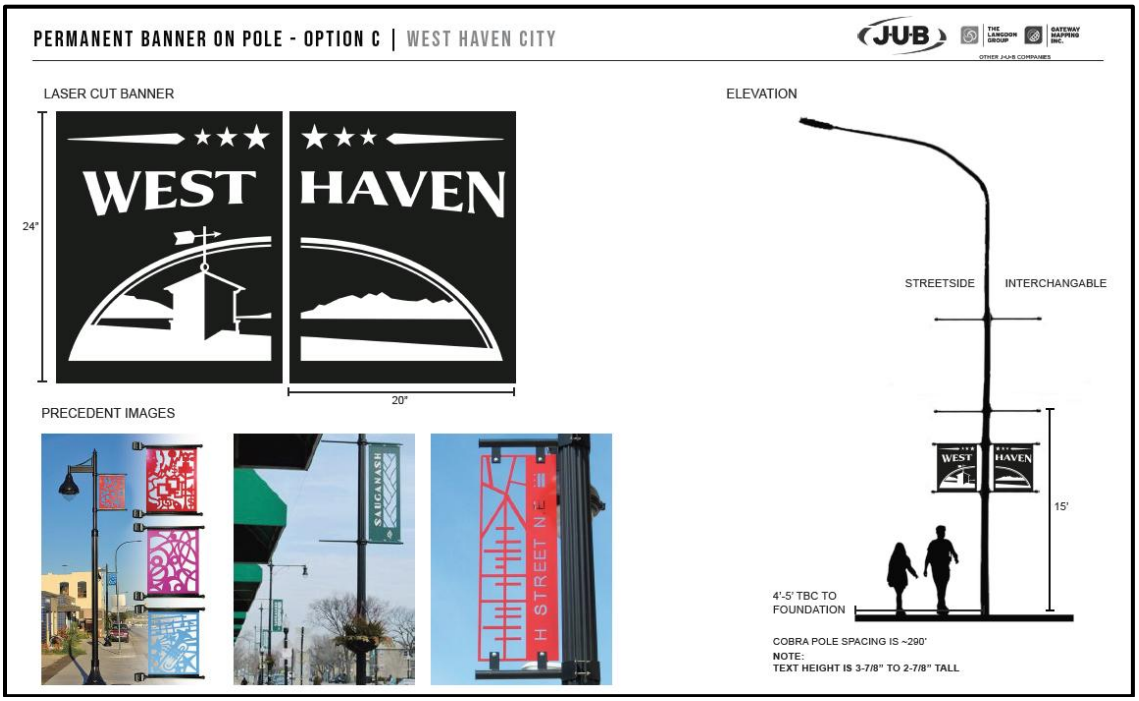
Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
Metal Laser Cut Out Banner Sign (20x24) - single	13	EA	$ 342.90	$ 4,457.70
Total				**$ 15,780.70**
Contingency (10%)				$ 1,578.07
PE				$ 1,578.07
CE				$ 1,578.07
Grand Total				$ 20,514.91
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ (34,485.09)**

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Option B thru C- Permanent 24” tall x 20” wide- Two Laser Cut Banners on a Streetlight.

Options B through C would place two permanent 24” tall by 20” wide laser-cut banners on each streetlight. The banners would be powder-coated black and secured with mounting hardware. Two concept designs are provided below. The sign copy ranges from 3 7/8” to 2 7/8” in height. Given the mounting height, banner dimensions, and text size, the banners would be easier for pedestrians to read than motorists. Options B through C would also provide hardware for two interchangeable banners. These options appear to fall well within the UDOT-provided budget and are not expected to require additional City funding.





West Haven City

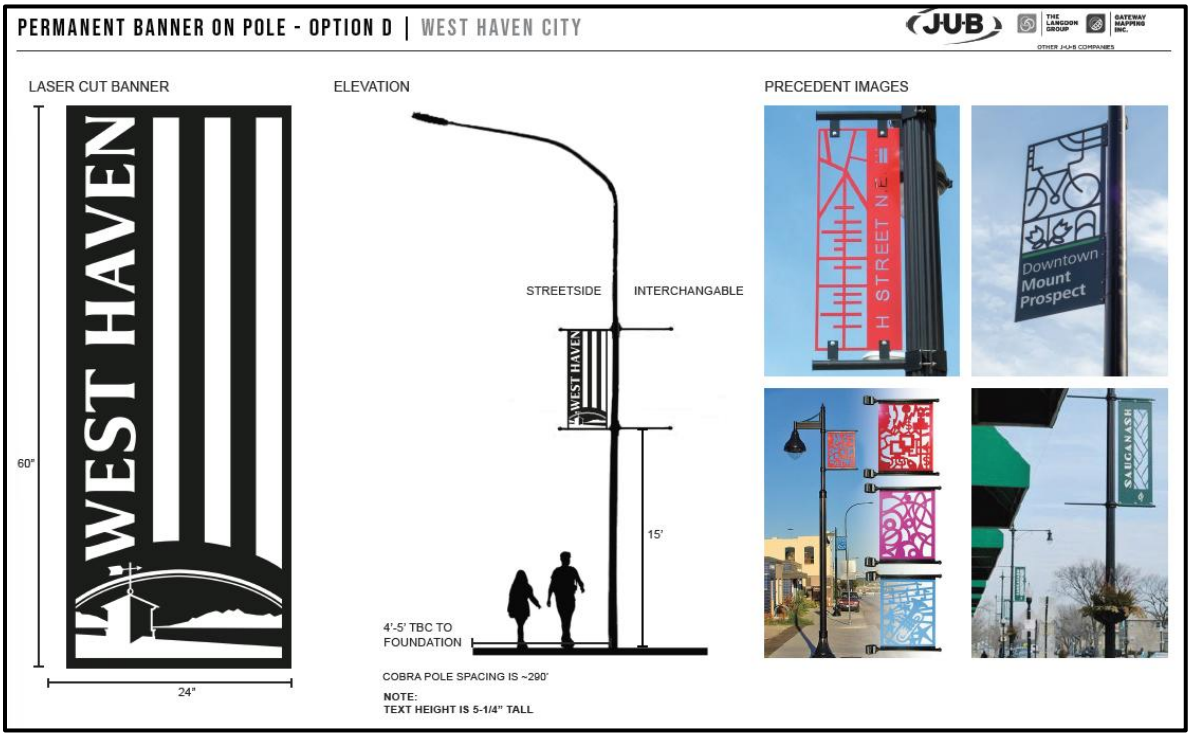
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Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
Metal Laser Cut Out Banner Sign (20x24) - single	26	EA	$ 342.90	$ 8,915.40
Total				**$ 20,238.40**
Contingency (10%)				$ 2,023.84
PE				$ 2,023.84
CE				$ 2,023.84
Grand Total				$ 26,309.92
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ (28,690.08)**

Page 1

Option D thru E- Permanent 60” tall x 24” wide- One Laser Cut Banner on a Streetlight.

Options D through E include installing one permanent 60” tall by 24” wide laser-cut banner on each streetlight. The banner would be powder-coated black and attached with mounting hardware. Two concept designs are shown below. The sign copy is 5 1/4” tall. Based on the mounting height, sign size, and text size, the banner would be more legible for vehicular traffic. Options D through E would also include hardware for one interchangeable banner. These options appear to be well within the UDOT-provided budget and are not expected to require supplemental City funds.





West Haven City

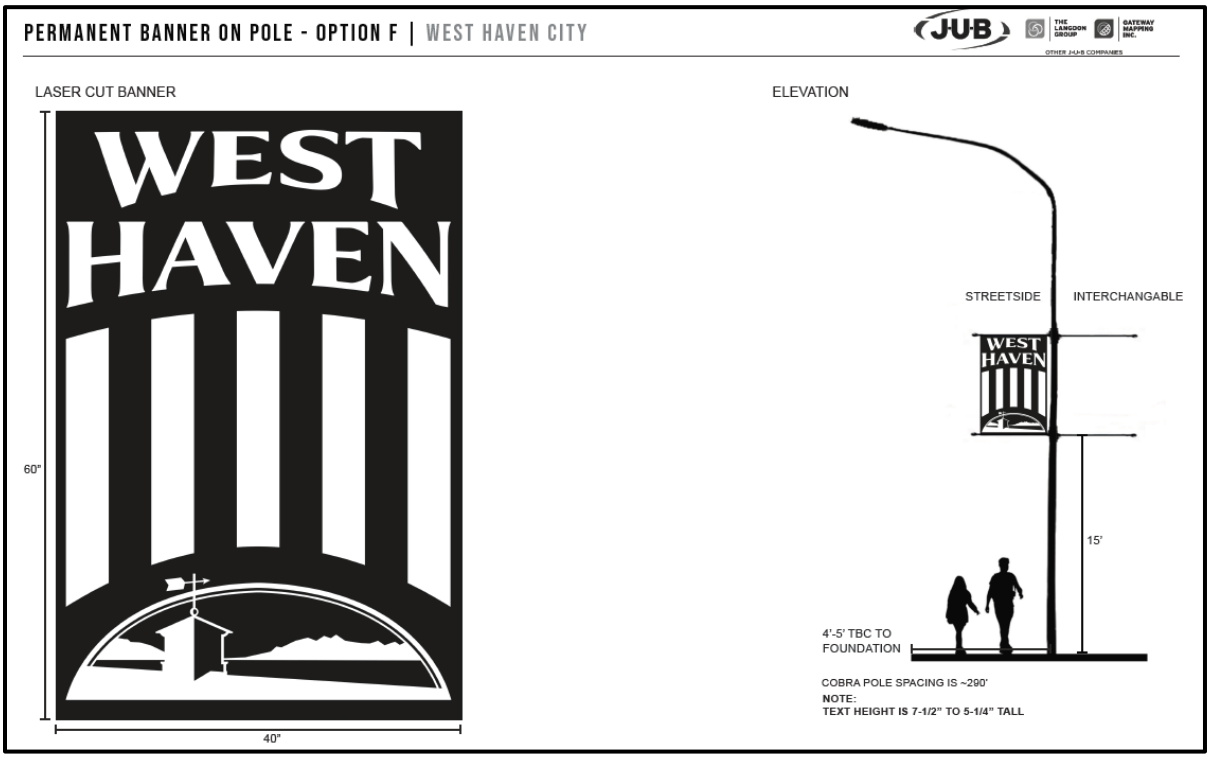
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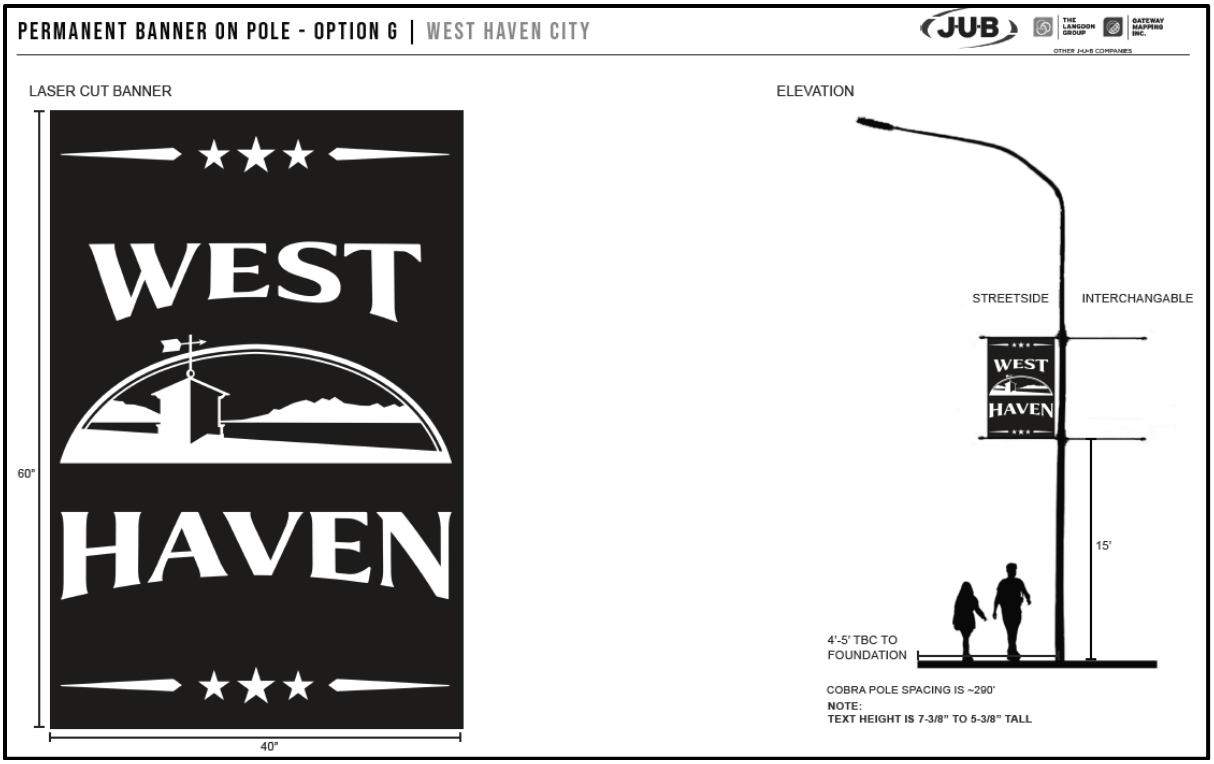
Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
Metal Laser Cut Out Banner Sign (24x60) - single	13	EA	$ 741.18	$ 9,635.34
Total				**$ 20,958.34**
Contingency (10%)				$ 2,095.83
PE				$ 2,095.83
CE				$ 2,095.83
Grand Total				$ 27,245.84
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ (27,754.16)**

Page 1

Option F thru G- Permanent 60” tall x 40” wide- One Laser Cut Banner on a Streetlight.

Option F thru G includes installing a permanent 60” tall x 40” wide permanent laser cut banner that powder coated black and attached to the streetlight with hardware. Below are two concept designs of this permanent banner. The text height on the sign copy is 7 ½” to 5 1/4” tall. The mounting height, size of the sign and the text would lend itself to be more legible for vehicular traffic. Option F through G would include the hardware for one interchangeable banner. Option F through G appears to be well within the UDOT provided budget and does not anticipate needing to be supplemented with City funds.





West Haven City

SR-108

Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
Metal Laser Cut Out Banner Sign (40x60) - single	13	EA	$ 1,109.48	$ 14,423.24
Total				**$ 25,746.24**
Contingency (10%)				$ 2,574.62
PE				$ 2,574.62
CE				$ 2,574.62
Grand Total				$ 33,470.11
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ (21,529.89)**

Page 1

Option H- Permanent 24” tall x 36” wide- One Laser Cut Banner on a Streetlight.

Option H includes installing one permanent 24” tall by 36” wide laser-cut banner on each streetlight. The banner would be powder-coated black and attached with mounting hardware. One concept design is shown below. The main sign copy ranges from 4” to 2” tall, with secondary text at 1 1/2” tall. The mounting height, size of the sign and the text would lend itself to be legible for pedestrians rather than vehicular traffic. Option H would include the hardware for two interchangeable banners. Option H appears to be well within the UDOT provided budget and does not anticipate needing to be supplemented with City funds.



West Haven City

SR-108

Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
Metal Laser Cut Out Banner Sign (36x24) - single	13	EA	$ 529.54	$ 6,884.02
Total				**$ 18,207.02**
Contingency (10%)				$ 1,820.70
PE				$ 1,820.70
CE				$ 1,820.70
Grand Total				$ 23,669.13
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ (31,330.87)**

Page 1

Option I- 110 Outlets for Christmas Decorations.

Option I is the most expensive option. It would not include a permanent laser-cut banner; instead, it would install outlets for Christmas decorations and other lighting needs. This option would include mounting hardware for two temporary banners. It would require the City to supplement the project budget by approximately $19,000 and to purchase, store, install, and remove Christmas decorations each season, requiring additional staff time. Although this option was considered as an added streetlight feature, its cost appears prohibitive and would require significant City resources while providing limited benefits outside the holiday season.

West Haven City

SR-108

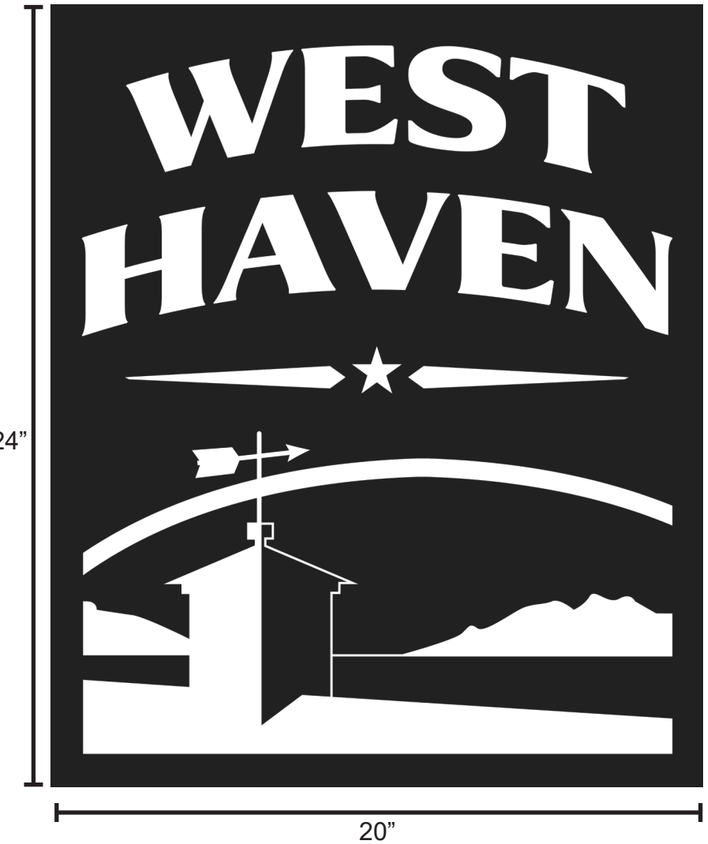
Betterment Items	Qty	Unit	Cost	Total
Lighting & Signal				
Lighting (Cobra Head 40' pole w/15' arm, powder coated)	13	EA	$ 471.00	$ 6,123.00
Mounting Equipment for Banner	13	EA	$ 400.00	$ 5,200.00
110 Outlets on Light Poles	13	LS	$ 3,500.00	$ 45,500.00
Total				**$ 56,823.00**
Contingency (10%)				$ 5,682.30
PE				$ 5,682.30
CE				$ 5,682.30
Grand Total				$ 73,869.90
L&A Allowance				$ 55,000.00
TOTAL ESTIMATED L&A BETTERMENT COSTS REQURIED BY WEST HAVEN CITY				**$ 18,869.90**

Page 1

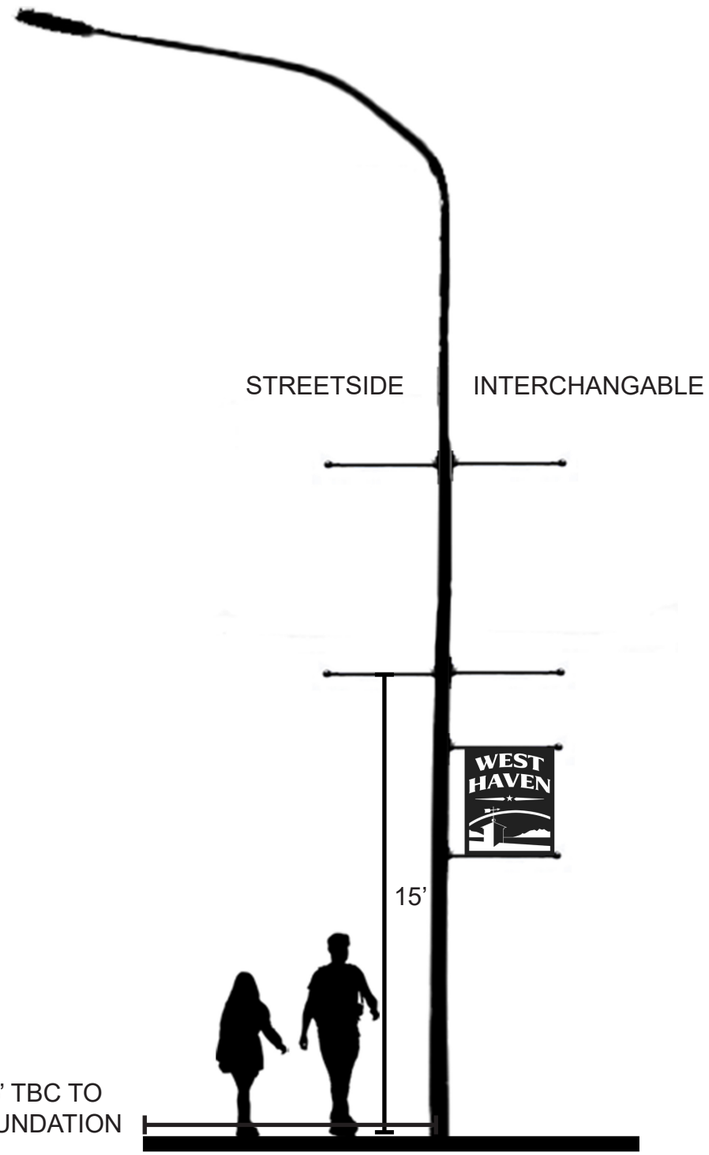
PERMANENT BANNER ON POLE - OPTION A | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



ELEVATION

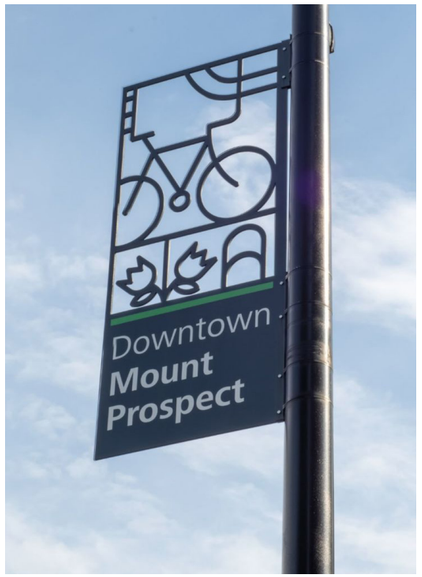


COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 3” TALL

PRECEDENT IMAGES









PERMANENT BANNER ON POLE - OPTION B | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



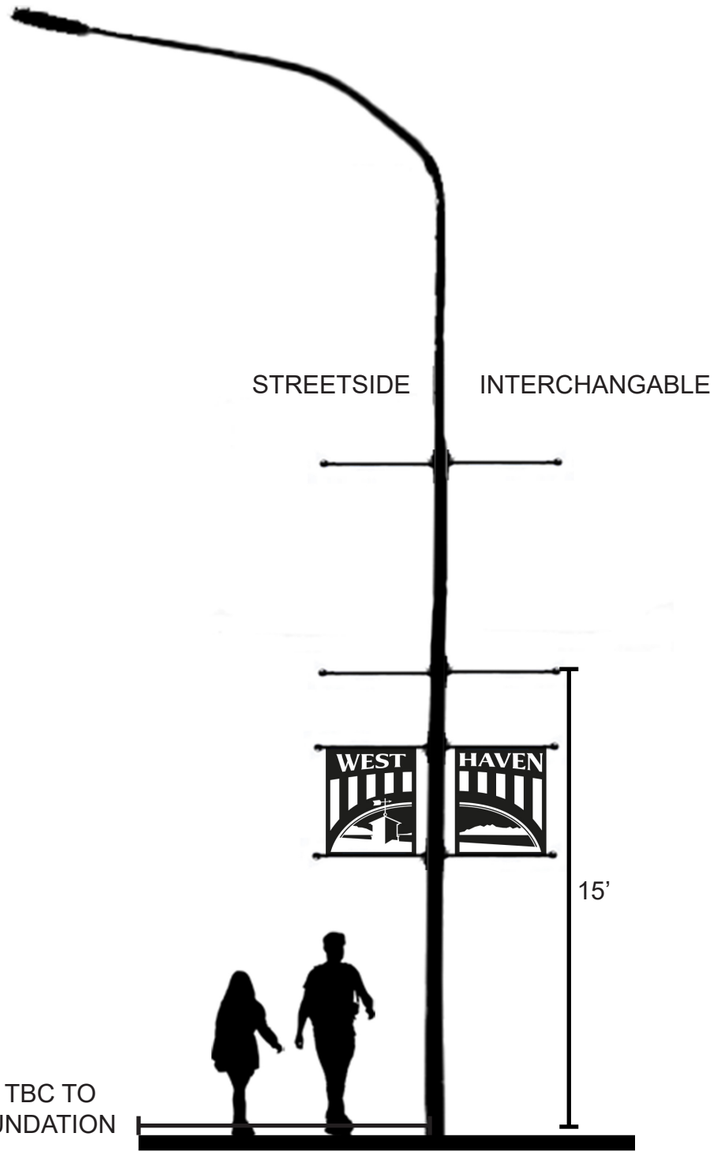
PRECEDENT IMAGES







ELEVATION



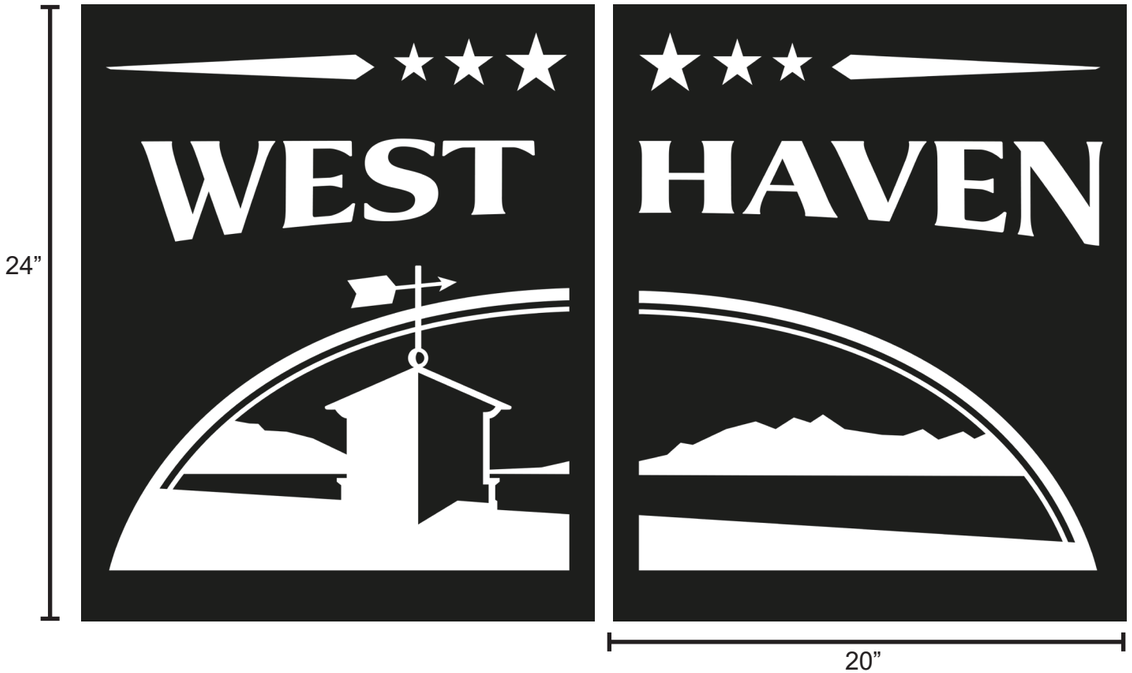
COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 3-7/8” TO 2-7/8” TALL

PERMANENT BANNER ON POLE - OPTION C | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



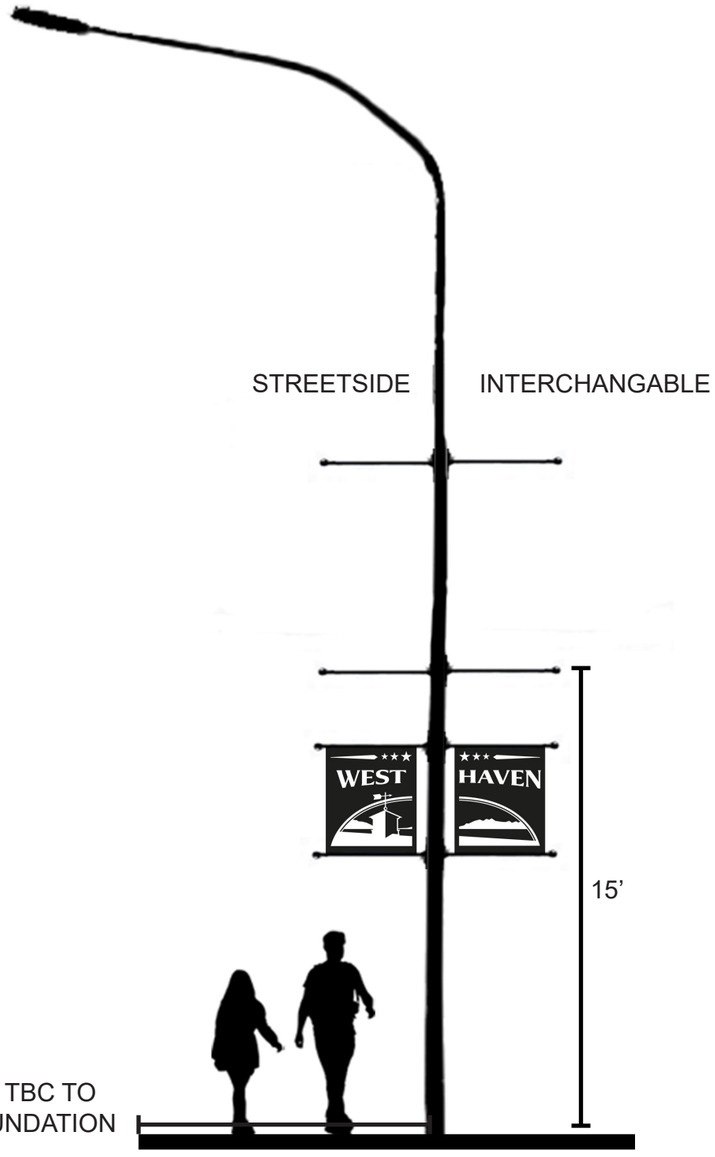
PRECEDENT IMAGES







ELEVATION



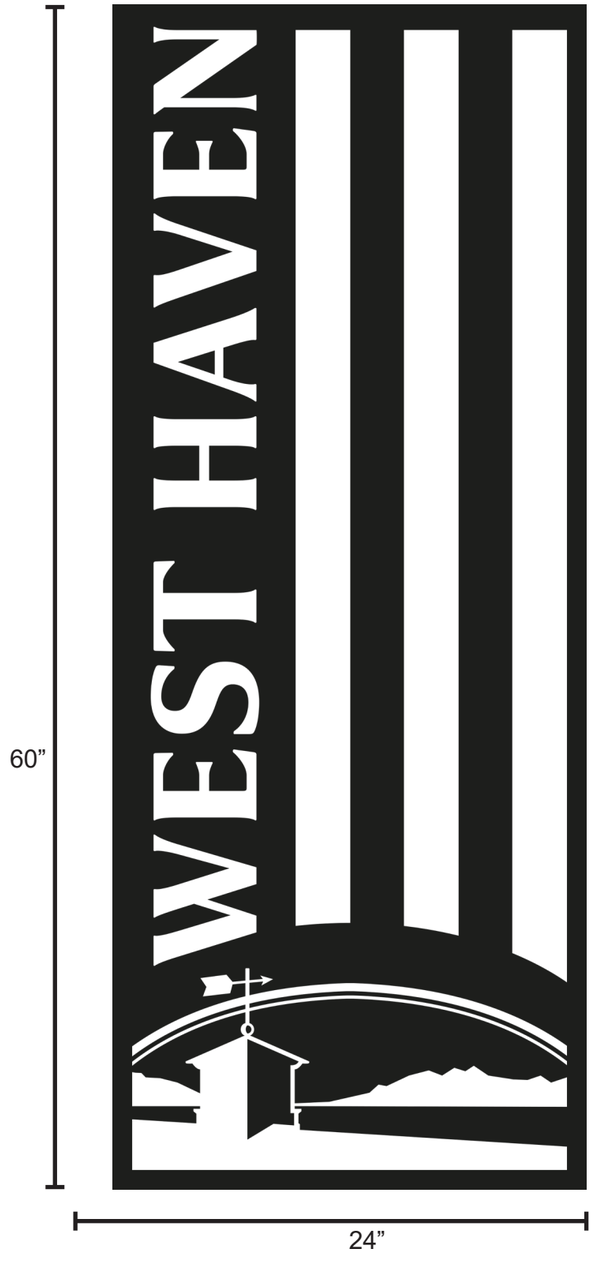
COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 3-7/8” TO 2-7/8” TALL

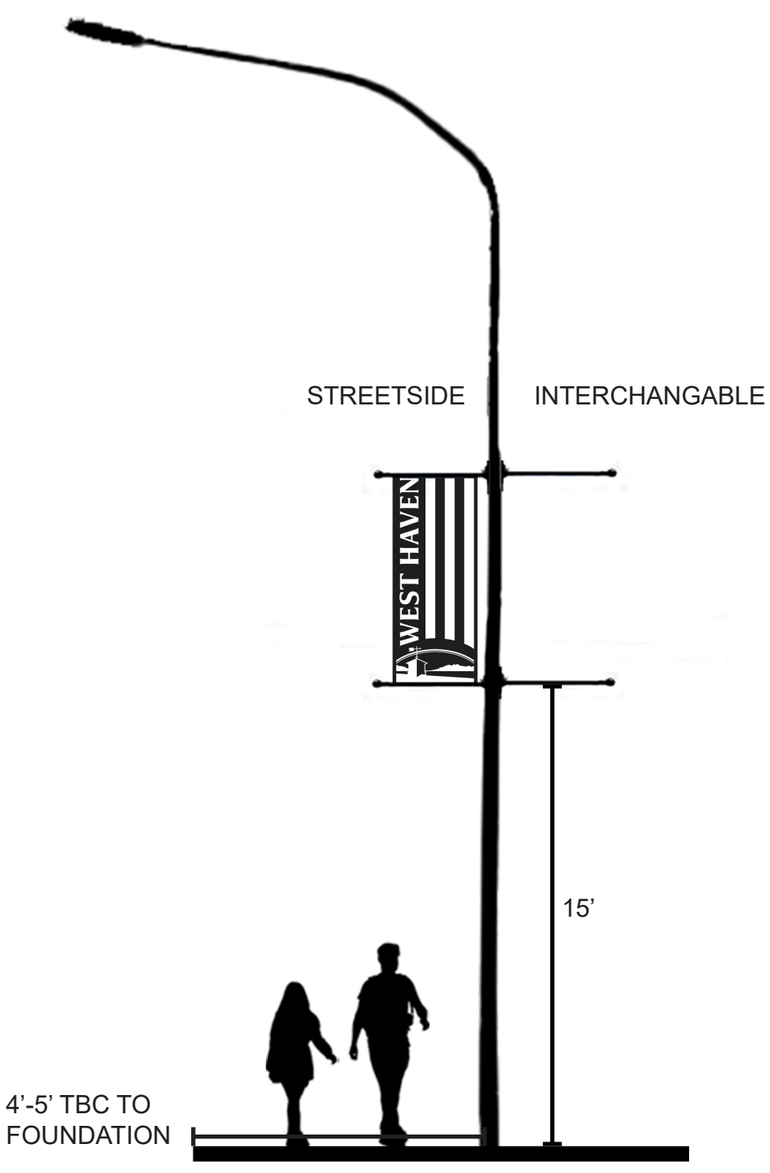
PERMANENT BANNER ON POLE - OPTION D | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



ELEVATION



COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 5-1/4” TALL

PRECEDENT IMAGES









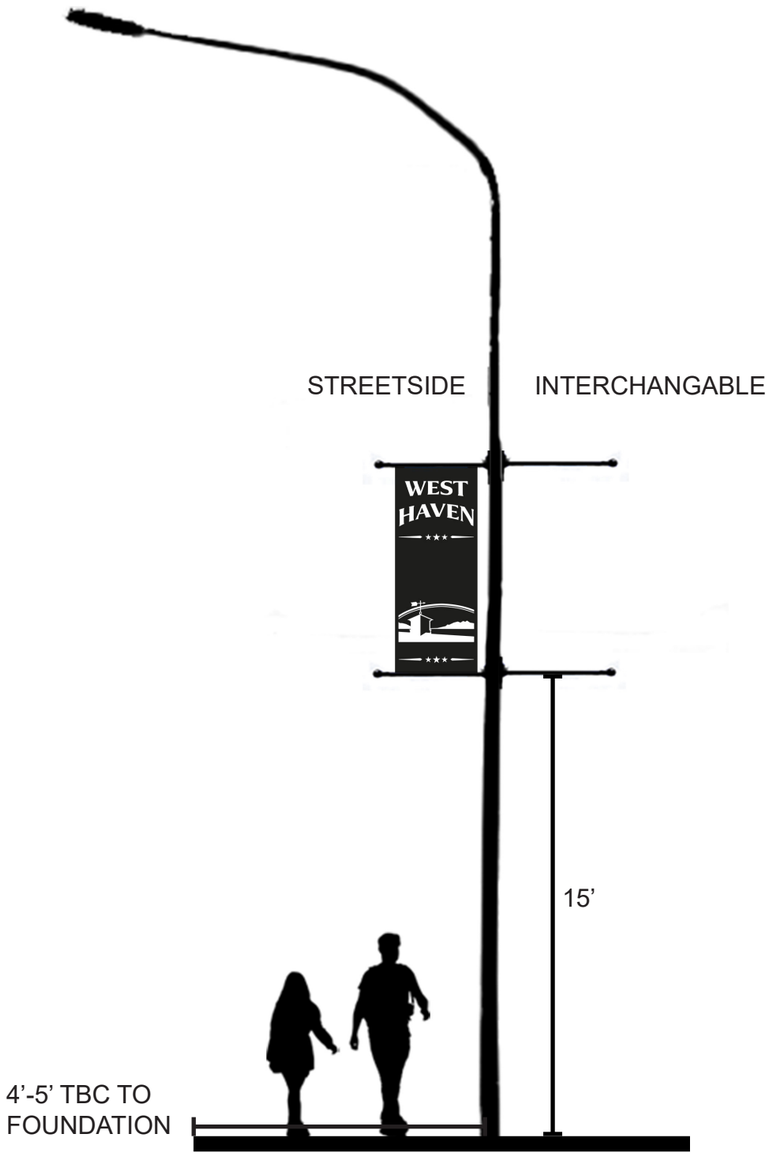
PERMANENT BANNER ON POLE - OPTION E | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



ELEVATION

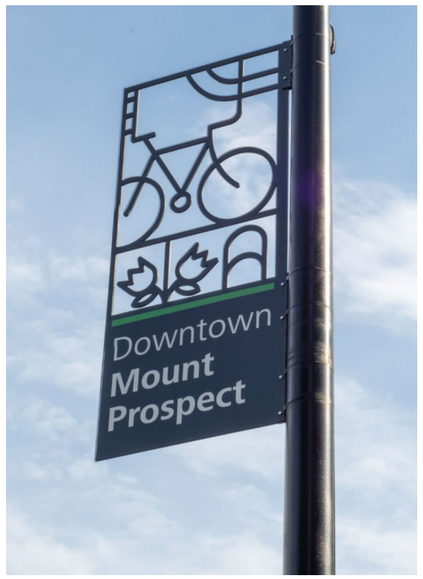


COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 4-3/8” TALL

PRECEDENT IMAGES









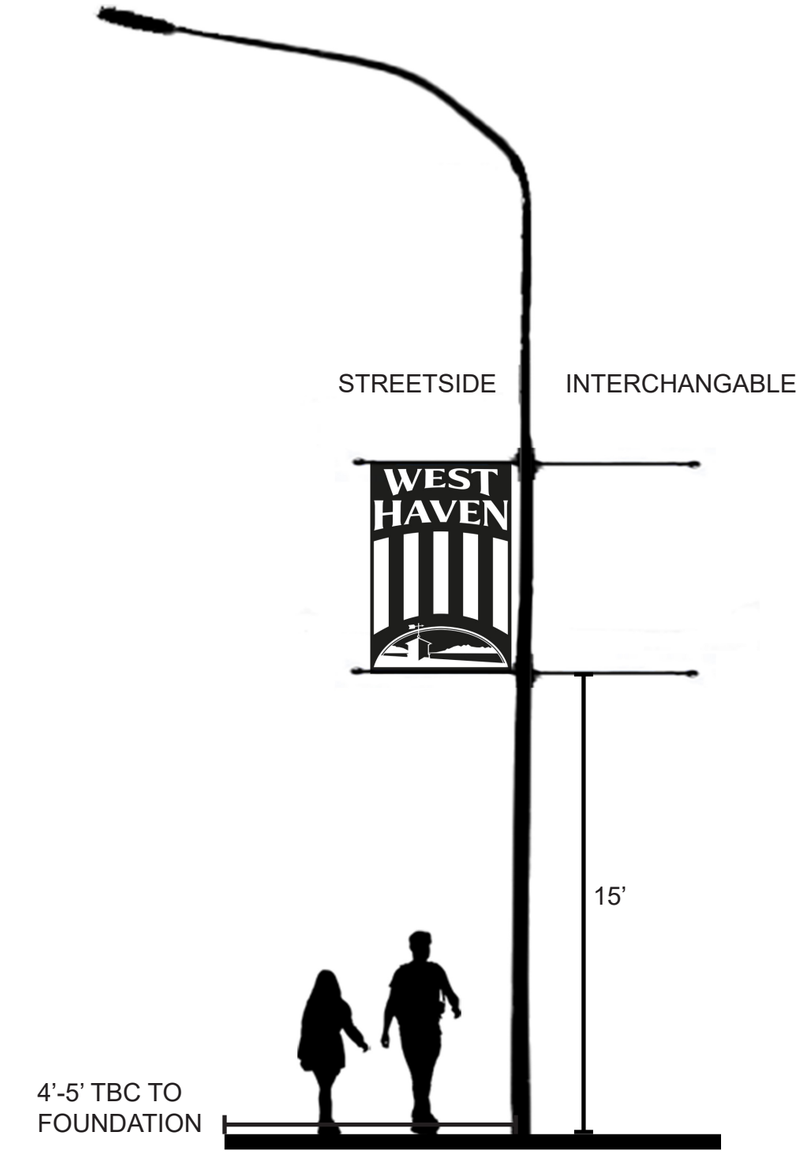
PERMANENT BANNER ON POLE - OPTION F | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



ELEVATION



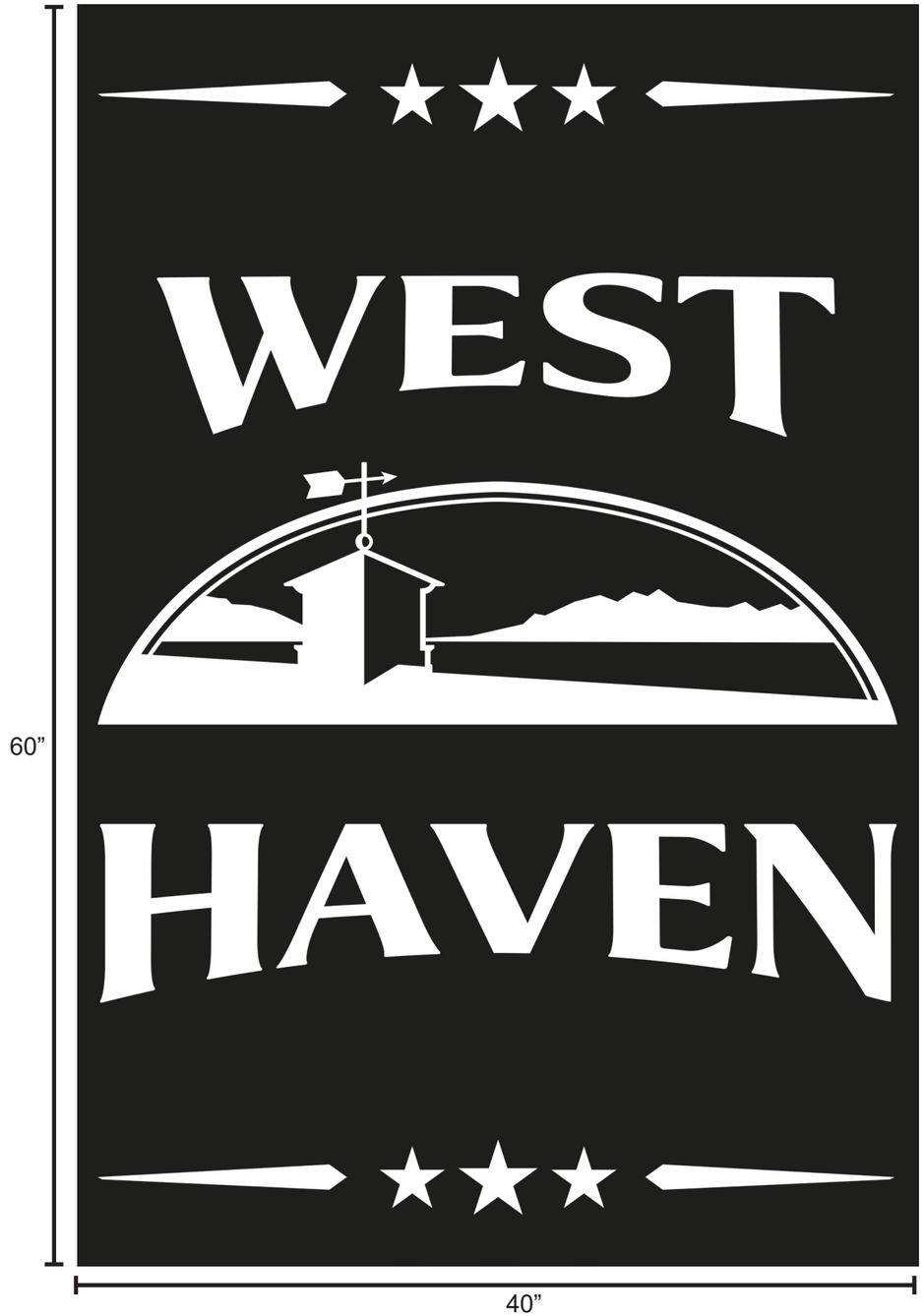
COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 7-1/2” TO 5-1/4” TALL

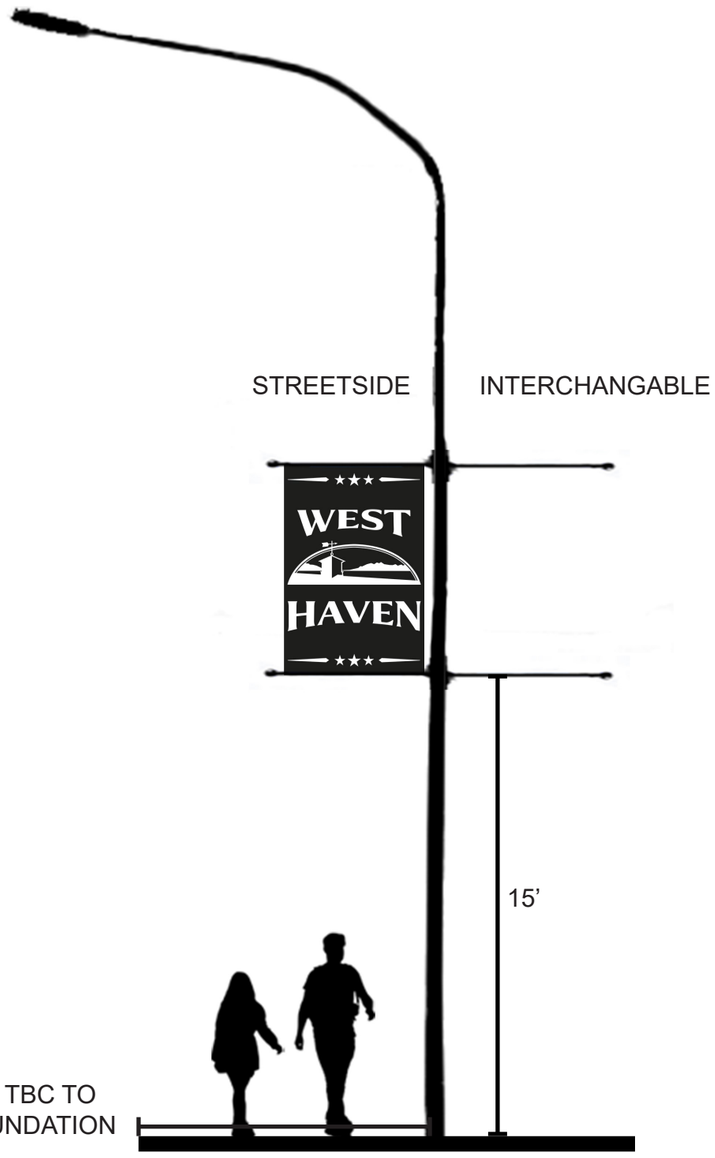
PERMANENT BANNER ON POLE - OPTION G | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



ELEVATION



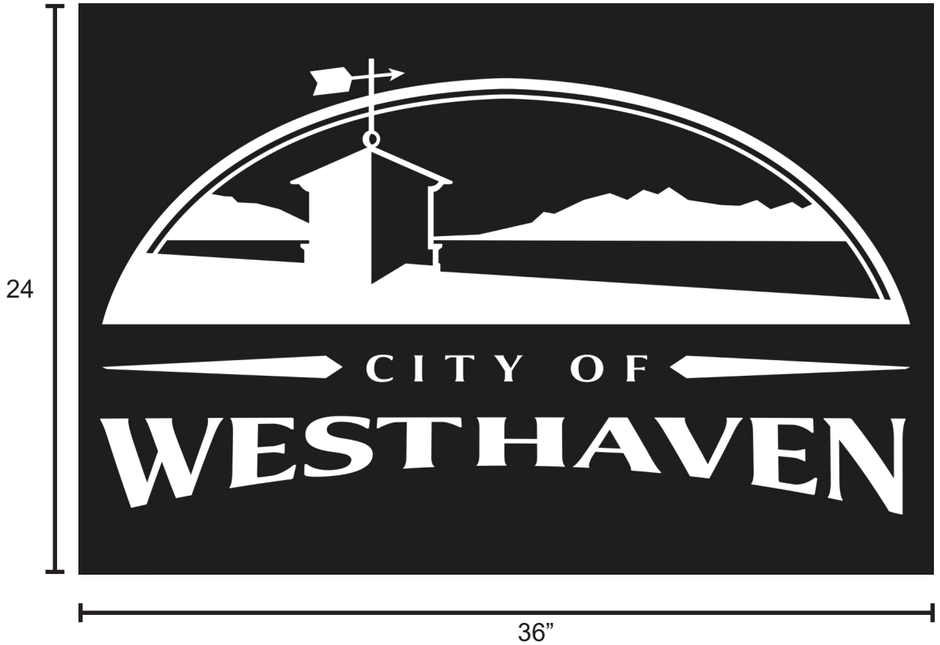
COBRA POLE SPACING IS ~290’

NOTE:
TEXT HEIGHT IS 7-3/8” TO 5-3/8” TALL

PERMANENT BANNER ON POLE - OPTION H | WEST HAVEN CITY

OTHER J-U-B COMPANIES

LASER CUT BANNER



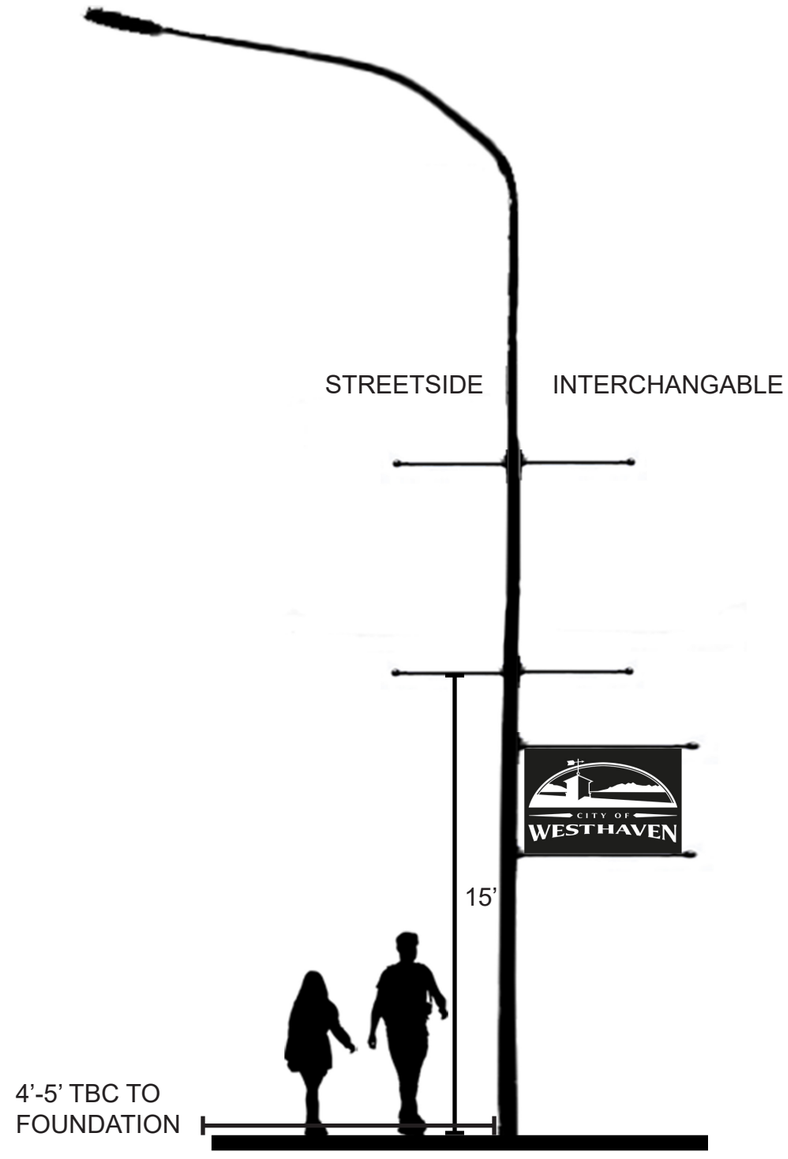
PRECEDENT IMAGES







ELEVATION



COBRA POLE SPACING IS ~290’

NOTE:
MAIN TEXT HEIGHT IS 4” TO 2” TALL
SECONDARY TEXT HEIGHT IS 1-1/8”

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: July 1, 2026

SUBJECT: Adoption of Master Landscape Maintenance Agreement Between West Haven City and the Utah Department of Transportation (UDOT)

Recommendation.

The City Manager recommends that the City Council approve the Resolution adopting the Master Landscape Maintenance Agreement Between West Haven City and the Utah Department of Transportation (UDOT).

Background. Starting in the Spring of 2027, UDOT will complete the improvements to SR-108 between Antelope Drive in Davis County and Hunter Drive in West Haven. SR-108, also known as Midland Drive in West Haven, will be reconstructed and widened to accommodate future travel demand and improve safety. The design will include five lanes, widened shoulders, improved sidewalks, and a multi-use path.

A portion of UDOT's budget for widening SR 108 (Midland Drive in West Haven) includes discretionary funds for West Haven City to program to improve the project above UDOT's baseline improvements or aesthetics. This betterment budget is divided proportionally to the length of the road project in each city (Clinton, Roy, and West Haven). As you know, West Haven City's portion of the SR 108 Project is relatively small, and as such, West Haven City's betterment budget is only $55,000.

As part of West Haven City receiving this betterment budget and programming the funds to be incorporated into the SR-108 construction project, the City much first enter into a Master Landscape Maintenance Agreement ("MLMA") with the Utah Department of Transportation ("UDOT"). This MLMA establishes requirements governing the long-term maintenance of landscaping improvements located within UDOT rights-of-way, including betterments improvements ultimately installed within UDOT right-of-way as part of the SR-108 (Midland) Project and for which the City would have on-going and long-term maintenance responsibilities.

In addition to this overarching MLMA which would be applicable to all future landscape or betterment improvements that occur within UDOT's right-of-way, there will be an additional agreement that will be entered into between UDOT and West Haven City specific to the betterments for the SR-108 Project.

RESOLUTION NO. 25-2026

A RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE MASTER LANDSCAPE MAINTENANCE AGREEMENT BETWEEN WEST HAVEN CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT); 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, pursuant to Utah Code § 10-3-717, the governing body of the City may exercise its administrative powers by resolution, including the authority to enter into agreements with state agencies that promote and protect the public health, safety, and welfare; and,

WHEREAS, the Utah Department of Transportation ("UDOT") has developed a Master Landscape Maintenance Agreement establishing uniform requirements governing the long-term maintenance of landscaping improvements located within UDOT rights-of-way; and,

WHEREAS, the Master Landscape Maintenance Agreement applies to landscaping improvements authorized by UDOT and establishes the City's responsibilities for the ongoing maintenance and care of such improvements within the City's jurisdiction; and,

WHEREAS, the City Council has reviewed the proposed Master Landscape Maintenance Agreement, attached hereto as **Attachment "A,"** and finds that entering into the Agreement is in the best interests of the City by facilitating future landscaping improvements within UDOT rights-of-way while clearly defining maintenance responsibilities between the City and UDOT; and,

WHEREAS, the City Council further finds that approval of the Master Landscape Maintenance Agreement promotes the public health, safety, convenience, and welfare of the citizens of West Haven City.

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

SECTION II – AGREEMENT:

1. That the Master Landscape Maintenance Agreement between West Haven City and the Utah Department of Transportation, together with any exhibits attached thereto and incorporated therein as Attachment "A" to this Resolution, is hereby approved and adopted by the City Council.
2. That the City Manager is hereby authorized to execute the Master Landscape Maintenance Agreement on behalf of West Haven City.

DRAFT

3. The City Manager is authorized to execute any additional documents reasonably necessary to implement the Master Landscape Maintenance Agreement and administer the City's obligations thereunder.
4. That the City Manager is further authorized to execute any future MLMA Site Addenda contemplated by the Master Landscape Maintenance Agreement, provided that:
    a. the Site Addendum relates solely to site-specific maintenance obligations authorized under the Master Landscape Maintenance Agreement;
    b. the Site Addendum does not materially increase the City's financial obligations or legal liabilities; and
    c. the Site Addendum has been reviewed and approved as to form by the City Attorney.
5. That the Mayor is authorized to sign this Resolution.
6. 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 1st day of July 2026.

DRAFT

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 1st day of July 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 _____

DRAFT

ATTACHMENT "A"

ATTACHED TO RESOLUTION #25-2026

MASTER LANDSCAPE MAINTENANCE AGREEMENT, ALONG WITH EXHIBITS OR ADDENDA, BETWEEN THE CITY AND UTAH DEPARTMENT OF TRANSPORTATION

DRAFT

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT ("**Agreement**") is made and entered to be effective as of _____ (the "**Effective Date**"), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**") and **WEST HAVEN CITY**, a Utah municipal corporation (the "**Local Government**").

RECITALS

A. When UDOT places landscaping vegetation for its own work, UDOT's baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.

B. Local jurisdictions are responsible for decorative landscaping in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 ("**Section R918-6-4**") or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a "**Landscape Improvement**"). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way.

C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.

D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

1. Agreement Applicability. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government's jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:
    a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
    b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government's jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.

2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government's permittees to comply with the following requirements. Compliance is a condition of UDOT's consent to a Landscape Improvement.
    a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an "**Improvement Owner**"), only owns the Landscape Improvement. UDOT's consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT's property ownership interests are not affected in any manner by a Landscape Improvement.
    b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
    c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
    d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT's property from damage. Among other things, maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT's property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
    e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT's website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.
    f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.
    g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include,

but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.

3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:
    a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:
        i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.
        ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.
        iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.
        iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed $10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.
        v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.
        vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.
        v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.

b. Cooperation. The Local Government and UDOT agree to the following:
   i. The parties agree to cooperate and work together in good faith.
   ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.
   iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursing any other remedy that they may have:
      1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
      2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.
   iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee. Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other obligations contained in Section 5 of this Agreement directly against a permittee.
   v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.

c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.

4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.
5. Indemnity and Insurance. The following shall apply:
   a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful

or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.

b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.

c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.

d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.

6. Miscellaneous. The following terms apply to this Agreement:

a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT:	To Local Government:
UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Director of Preconstruction With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114	West Haven City 4150 South 3900 West West Haven, UT 84001 Attention: City Manager

b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the

Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.

c. UDOT's action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.

d. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties' prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement's headings are for convenience only and do not alter the meaning of its text. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Utah Department of Transportation, an agency of the State of Utah Region Director: By: _____ Title: _____	UDOT Comptroller's Office: By: _____ Title: _____
Recommended By: By: _____ Title: _____	

WEST HAVEN CITY By: _____ Title: _____	By: _____ Title: _____ "SEAL"

EXHIBIT A

MLMA SITE ADDENDUM FORM

An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.

(See next page)

MLMA Site Addendum to Current Master Landscape Maintenance Agreement Addendum to UDOT Finance Number xxxxx	Project Name: Local Government Agency:	Finance Number: Tracking Number:
Project #: PIN: Or Permit #:	Site of the Landscape Improvement that requires additional ongoing maintenance terms: (*Enter Route, Street Name, Name of City, Name of County, Utah*):	Date Executed:

THIS MLMA SITE ADDENDUM ("**Addendum**") is made and entered to be effective as of the "Date Executed" which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**"), and **TOWN/CITY,** a Utah municipal corporation (the "**Local Government**").

RECITALS

WHEREAS, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the "**Agreement**"), and the current Agreement's finance number is _____ with an Effective Date of _____, as shown in Exhibit "A" attached hereto for reference; and

WHEREAS, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement's defined terms); and

WHEREAS, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the "**Site**") in addition to the terms stated in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement's terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT'S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE

OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows for this Site only: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO THIS SITE ONLY. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A SITE-SPECIFIC CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

Add - Local Government Name				**Utah Department of Transportation**			
By		Date		By		Date	
Title/Signature of Official				Landscape Architect			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

EXHIBIT A TO MLMA SITE ADDENDUM

CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

EXHIBIT ___ TO MLMA SITE ADDENDUM

_____

[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]

City Council
Staff Review Memo

July 1, 2026

Damian Rodriguez, City Planner

DISCUSSION - ZONING ORDINANCE AMENDMENT

Proposal:	Amend the standards and restrictions for Home Occupations
Ordinance Section:	§157.880 - §157.883
Applicant:	The West Haven City Development Review Committee
Decision Type:	Legislative
Staff Recommendation:	Recommend approval

I. BACKGROUND

Issue: In the recent past the city has received home occupation business license requests that were reasonably presumed to be beyond the purpose and intent of the Home Occupation code, to "allow persons residing in dwellings in residential and agricultural areas to provide a service, develop a product for sale and operate certain kinds of small businesses, while at the same time maintaining the peace, quiet, and domestic tranquility within all residential or agricultural areas of the city."

A list of the home occupation business license requests that have been received in the past that raise concern includes the following:

1. Trucking and distribution business;
2. Landscape business;
3. Sports training facility;
4. Event center;
5. Pet boarding facility;
6. Dumpster trailer rentals; and
7. Equipment rental businesses.

Staff believes that the above-listed land uses, either inherently or through site design choices, were not compatible with the residential communities that were proposed to host them; specifically, they are not found to be in keeping with the peace, quiet, and domestic tranquility that should prevail within the residential or agricultural communities that host them. Nevertheless, the current provisions of the Home Occupation code have prevented outright denial or effective regulation of such requests.

In recent months, City Staff and the Planning Commission have worked closely through multiple work sessions to tailor the proposed code amendment to better balance individual property owners' rights with community, health, safety, and welfare. A summary of the resultant code is provided in the following section.

II. AMENDMENT SUMMARY

A summary of the proposed changes to the Home Occupation code is as follows. Updates from the last meeting are listed in **bold.**

- The *Use* Section, §157.881, has been expanded to clarify when a Home Occupation Business License is required and when it isn't, and has thus been retitled as the *Applicability* Section.
- Existing general use conditions for a Home Occupation are consolidated in §157.882, *Required Conditions*.
- Parking standards are expanded and clarified in §157.882, *Required Conditions,* to include the addition of pickup and drop-off standards for Residential Preschools and Daycares. **Staff updated section (E)(1) to clarify that the parking restriction was for vehicles associated with the home occupation.**
- A *Special Restrictions Section* is added as §157.883, which provides additional restrictions for specific business types, and a list of businesses that are found to be incompatible by nature with residential and agricultural neighborhoods is provided as disallowed home occupations.
- Automobile inspection and repair businesses **have been removed as an allowed use and have been listed as a restricted use.** This provision has been a point of disagreement amongst the commissioners, with some commissioners favoring prohibiting the use as a home occupation, citing excessive noise, reckless use of vehicles, and excessive outdoor storage that has a visual impact similar to a junkyard. **At the City Council's request, staff have made the alterations by removing that section from the code.**
- **Staff has provided further clarify and a definition for Equipment in the restricted section of code.**
- Special restrictions applicable to automotive repair and service businesses are expanded upon and relocated to §157.883, *Special Restrictions.*
- Options for an exception to Home Occupation standards are further restricted and separated into the new section §157.884, *Exceptions.*
- The *Fees* Section, formerly §157.883, is expanded to include licensing and license maintenance standards and has thus been retitled *License Maintenance*, as §157.885.

III. PUBLIC HEARING

A public hearing on the proposal was held at the Planning Commission meeting on May 13, 2026. No public comments were received.

IV. RECOMMENDATION

The Planning Commission discussed the proposal at its regular meeting on May 13, 2026, during which a motion was made to recommend **approval** of the proposed amendment. The motion passed 4 to 2. The two dissenting voters cited automobile repair businesses as the sole reason for the negative vote, stating the reasons summarized in Section II, bullet five, of this report.

V. POSSIBLE MOTION

Approve: Motion to approve Ordinance 12-2026 An Ordinance of West Haven City Amending Title XV Land Usage, Home Occupation, Including § 157.880-§ 157.883, and the Creation of 157.884 And 157.885.

[insert any findings or reasons for approval if desired]

Approve with modifications: Motion to approve Ordinance 12-2026 An Ordinance of West Haven City Amending Title XV Land Usage, Home Occupation, Including § 157.880-§ 157.883, and the Creation of 157.884 And 157.885, when the following modifications are applied:

[insert conditions or amendments]

Table: Motion to table Ordinance 12-2026 An Ordinance of West Haven City Amending Title XV Land Usage, Home Occupation, Including § 157.880-§ 157.883, and the Creation of 157.884 And 157.885.

[insert conditions or amendments]

Deny: Motion to deny Ordinance 12-2026 An Ordinance of West Haven City Amending Title XV Land Usage, Home Occupation, Including § 157.880-§ 157.883, and the Creation of 157.884 And 157.885.

[insert any findings or reasons for denial]

ORDINANCE NO. 12-2026

AN ORDINANCE OF WEST HAVEN CITY AMENDING TITLE XV LAND USAGE, HOME OCCUPATION, INCLUDING § 157.880-§ 157.883, AND THE CREATION OF 157.884 AND 157.885

SECTION 1 – RECITALS

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

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

WHEREAS, West Haven City has adopted and promulgated city ordinances and rules regarding the development, construction, and display of signs; and

WHEREAS, the City Council finds that certain changes to the West Haven City Code found in the Home Occupation sections, including § 157.880-§ 157.883, should be made, and the creation of § 157.884 and § 157.885; and

WHEREAS, the City desires to provide additional clarity within the Home Occupation standards and to provide greater limits to protect the "peace, quiet, and domestic tranquility" (§ 157.880**)** of residential neighborhoods; and

WHEREAS, the City Council finds that the specific changes to the referenced sections are desired and will clarify the standards for Home Occupations within the City; and

WHEREAS, the Planning Commission held a public hearing and made a positive recommendation of the proposed changes on May 13, 2026; and

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

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

a. **In Title XV Land Usage, Home Occupation, Including § 157.880-§ 157.883, and the Creation of 157.884 and 157.885 as shown in red, as seen on Attachment "A".**

DRAFT

b. The Mayor is authorized to sign this Ordinance.

The forgoing Recitals are fully incorporated herein.

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

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

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

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

DATED the 1st day of July 2026

WEST HAVEN CITY

_____
Rob Vanderwood
Mayor

ATTEST:

_____
Emily Green, City Recorder

Mayor Rob Vanderwood Yes _____ No _____

DRAFT

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

DRAFT

RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. __-2026,** entitled **"AMENDING TITLE XV LAND USAGE, SIGN REGULATIONS, INCLUDING SECTIONS § 157.757 DEFINITIONS, § 157.759 PERMITTED SIGNS, AND § 157.761 VIOLATIONS",** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on July 1, 2026 which appears of record in my office, with the date of posting or publication being July 1, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 1st day of July 2026.

_____
Emily Green
City Recorder

(city seal)

DRAFT

EXHIBIT A

Attached to Ordinance 12-2026

AMENDING TITLE XV LAND USAGE, HOME OCCUPATION, INCLUDING § 157.880-§ 157.883, AND THE CREATION OF 157.884 AND 157.885

DRAFT

HOME OCCUPATION

§ 157.880 PURPOSE AND INTENT.

It is the purpose and intent of this subchapter to allow persons residing in dwellings in residential and agricultural areas to provide a service, develop a product for sale and operate certain kinds of small businesses, while at the same time maintaining the peace, quiet, and domestic tranquility within all residential or agricultural areas of the city.

(Prior Code, § 64.02) (Ord. 2-92, passed - -1992, Ord. 16-2022, passed 8-17-2022)

§ 157.881 ~~USE~~ APPLICABILITY.

(A) The provisions of this subchapter shall apply to any business that wishes to operate from a residential dwelling unit or from an approved accessory structure of a residential dwelling unit, unless the specific commercial activity is exempt from requiring a business license per local or state law.

(~~A~~ B) Home occupations shall be allowed as a permitted use in all residential and agricultural zones and for all primary dwelling units, provided that ~~the following~~ all of the provisions and conditions of this subchapter are met:

(C) A Home Occupation may be permitted in an accessory dwelling unit in accordance with the provisions and restrictions of the Accessory Dwelling Unit Subchapter of the Zoning Ordinance.

(D) Agriculture ~~Farming~~ in ~~an~~ a permitted ~~agricultural~~ zone does not require a home occupation business license in accordance with the regulations of the respective zone.

(E) Garage Sales and Yard Sales do not constitute a commercial retail business and do not require a home occupation business license when conducted in accordance with the other applicable provisions of the municipal ordinance.

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~~(1) Individuals who own and operate the business must also live at the residence.~~

~~(2) The business employs no more than one employee who does not live at the residence.~~

~~(3) The business does not use any accessory building, garage, yard or space outside the main building not normally associated with residential use.~~

~~(4) The business does not use, produce or store hazardous chemicals, as defined in UCA § 19-6-302.~~

(5) Provided the above conditions are met, and that the business does not otherwise violate any provision of the West Haven City Zoning Code, a home occupation license shall be issued.

(B) (1) Home occupations which do not meet all of the above criteria may be allowed, but shall be required to apply for a conditional use permit from the Planning Commission.

(2) In reviewing a request for a conditional use permit for a home occupation, the Planning Commission may consider the following factors, and may impose such conditions as necessary and reasonable to offset the potential detrimental impacts as these factors create:

(a) Will the business produce, or be likely to produce, noise, odors, dust or smoke that extends beyond the property?

(b) Will the business produce, or be likely to produce, vehicular traffic such that it becomes a nuisance or a hazard?

(c) If the business uses, produces or stores hazardous chemicals, as defined in UCA § 19-6-302, has a plan been presented which addresses how such chemicals will be used, produced or stored, and is said plan in compliance with all relevant federal, state and local ordinances regarding chemicals?

(C) The following uses shall not constitute home occupations and shall not be allowed in any residential or agricultural zone:

(1) Any business which requires more than five employees who do not reside at the residence to report to the residence.

(2) On lots less than one acre, any business which involves the repair, service, inspection or any type of work on any type of vehicle, motorcycle, automobile or off-highway vehicle, as defined in UCA § 41-1a-102.

(3) Any activity that violates existing or criminal codes of West Haven, the State of Utah or the U.S. Government.

(4) Short-term boutiques or group garage sales of personal used items held more than once every three months.

(D) On lots greater than one acre, any business which involves the repair, service, inspection or any type of work on any type of vehicle, motorcycle, automobile, or off-highway vehicle, as defined in UCA § 41-1a-102, may be allowed in residential or agricultural zones, but must comply with the following conditions, along with any other conditions that the Planning Commission feels are necessary based on the circumstances:

(1) Only three cars which are not registered to the homeowner may be parked or stored on the premises at any time.

~~(2) Any vehicles, motorcycles or cars must have work actively being performed on it and shall not remain on the premises longer than 30 days unless it is stored inside an outbuilding.~~

~~(3) The three allowed cars shall be parked in a garage or outbuilding or on a non-permeable surface on the property.~~

~~(4) Any on-street parking must comply with West Haven Zoning Code.~~

~~(5) The property must be enclosed with a six foot privacy fence which complies with the West Haven fencing regulations, and all business, including the parking and storage of vehicles, motorcycles, automobiles or off-highway vehicles, must be conducted and contained behind the fence.~~

~~(E) Regardless of lot size, no home occupation shall be allowed which involves the sale of vehicles, motorcycles, automobiles, or off-highway vehicles, as defined in UCA § 41-1a-102, regardless of whether such requires a dealer's license, as defined by the State of Utah Tax Commission.~~

~~(F) Agricultural farming does not require a home occupation business license.~~

~~(G) Home occupations shall be required to pay for an annual business license. Approval of the home occupation shall be deemed null and void if the licensee fails to renew the business license, moves from the residence or ceases to operate the home occupation for a period of 12 consecutive months.~~

(Prior Code, § 64.04) (Ord. 2-92, passed - -1992; Ord. 45-2020, passed 11-18-2020; Ord. 16-2022, passed 8-17-2022) Penalty, see § 157.999

§ 157.882 REQUIRED CONDITIONS.

All home occupations~~, whether permitted or conditional,~~ shall meet ~~all of~~ the following conditions and requirements:

(A) The ~~occupation shall allow the~~ residence ~~to~~ shall retain the general character and appearance of ~~the~~ a residential dwelling.

(B) The portion of the dwelling used in conjunction with the home occupation shall remain secondary in size and intensity to the residential use of the dwelling.

(C) The business shall not operate between the hours of 10:00 p.m. and 7:00 a.m.

(D) Regardless of the business, any homeowner seeking a license for a second home occupation shall be required to obtain approval from the Planning Commission.

(E) Parking.

1. All ~~business-related~~ utility vehicles, specialized work vehicles, and marked business vehicles and trailers associated with the home occupation must be

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parked ~~behind the front plane of the home,~~ in a garage or on a non-permeable surface~~,~~ behind the front plane of the home, and not on the street or anywhere on the property between the front plane of the home and the street.

2. No more than two business-related visitors' vehicles shall be permitted at the property at a time. Visitor vehicles shall not park on the street but may park in the driveway, garage, or on a non-permeable surface located behind the front plane of the home. On-site home occupation parking shall not be permitted directly in front of the home, except in an existing driveway. Visitor parking shall apply to customers, clients, employees, and other business-related visitors who do not live at the residence.

3. Parking for Preschools and Daycares Residential:

    a. Preschools and Daycares shall provide a parking plan as part of each application

    b. Drop-off and pick-up. On-street parking is permitted for preschools and daycares in residential areas for vehicles parked less than fifteen (15) minutes.

    c. On-street parking shall comply with Title VII, Chapter 71 Parking Regulations, and any other applicable regulation adopted by the City or State.

    d. Employee parking and other additional parking shall comply with the provisions of Home Occupations within this Chapter.

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(F) Any signs related to the home occupation shall comply with the West Haven City sign ordinance.

(G) The individuals who own and operate the business must also live at the residence.

(H) No more than one employee who does not live at the residence may report to the residence at a time for regular business operations.

(I) The business does not use for business operations any accessory building, garage, yard, or open space outside of the primary residence unless permitted in accordance with Section 157.884 of this subchapter. This provision is not intended to prohibit the passive storage of goods, materials, tools, and equipment in a garage or fully enclosed accessory structure; nor is it intended to prohibit business-related parking that is otherwise compliant with the provisions of the ordinance.

(J) An attached garage may be used in conjunction with a home occupation, so long as the minimum required parking for the home and any accessory dwelling unit, if applicable, can still be met.

(K) The use, production, or storage of hazardous substances or materials is not permitted.

(L) Outdoor storage of merchandise or materials is not permitted.

(M) The business and its operations do not violate any other provision of the West Haven Municipal Ordinance.

(Prior Code, § 64.06) (Ord. 2-92, passed - -1992; Ord. 45-2020, passed 11-18-2020; Ord. 16-2022, passed 8-17-2022)

§ 157.883 SPECIAL RESTRICTIONS

(A) The ~~following~~ business types and commercial activities listed below shall not be permitted as a home occupation~~:~~. For the purposes of this code, equipment shall be defined as any material contrivance that can be worn, maneuvered, emplaced, or operated for a specific purpose or to complete a particular task (e.g., construction tools and machinery, occupational tools and machinery, personal protective devices, appliances, sport or recreational tools and devices, temporary or portable waste management and sanitation implementations).

1. Automotive repair and service
2. Automotive sales
3. Pet boarding and kennels, except as permitted in the A-1 and A-2 Zones
4. Vehicle, trailer, RV, or equipment rentals
5. Truck hauling
6. Industrial assembly
7. Distribution or wholesale
8. Event centers
9. Retail sales, except as an accessory use to a permitted home occupation or if otherwise permitted in the zone
10. Self-storage facilities and open storage
11. Any use that is permitted or conditional exclusively in one or in any combination of the following zones, unless otherwise permitted in this subchapter:
    a. C-2
    b. C-3
    c. M-1
    d. M-2

~~On lots greater than one acre, any business which involves the repair, service, inspection or any type of work on any type of vehicle, motorcycle, automobile, or~~

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~~off-highway vehicle, as defined in UCA §41-1a-102, may be allowed in residential or agricultural zones, but must comply with the following conditions, along with any other conditions that the Planning Commission feels are necessary based on the circumstances:~~

- ~~Only three cars that are not registered to the homeowner may be parked or stored on the premises at any time.~~
- ~~The three cars allowed shall be parked in a garage, accessory structure, or on a non-permeable surface on the property.~~
- ~~Any on-street parking must comply with the West Haven Municipal Code.~~
- ~~The property must be enclosed with a six-foot (6') privacy fence that complies with the applicable fencing regulations, and all business, including the parking and storage of vehicles, motorcycles, automobiles, or off-highway vehicles, must be conducted and contained behind the said fence.~~
- ~~Any non-resident vehicles, motorcycles, or automobiles kept on-site must have work actively being performed on them and shall not remain on the premises longer than 30 days, unless stored inside a fully enclosed structure.~~
- ~~All work shall be done in a fully enclosed building with the doors closed to~~ mitigate noise. This includes the operation of any noise-generating tools (e.g., grinders, compressors, & pneumatic tools) in conjunction with business operations.
- ~~Hours of operation are limited to being no earlier than 8:00 am and no later than 6:00 pm.~~
- ~~The test operation of any vehicles in the public right-of-way shall be conducted in accordance with all local and state laws, and the violation of any such laws in conjunction with the business operations may result in the revocation of the home occupation business license.~~

(B) Home daycares shall comply with thee additional provisions and restrictions of the Day Care Residential Subchapter of the Zoning Regulations. As they apply to home day cares, if a provision of the Day Care Residential Subchapter conflicts with any provision of this subchapter, the standards of the Day Care Residential Subchapter shall supersede the standards of this subchapter.

(C) Home preschools shall comply with the additional provisions and restrictions of the Preschool Residential Subchapter of the Zoning Regulations. As they apply to home preschools, if a provision of the Preschool Residential Subchapter conflicts with any provision of this subchapter, the standards of the Preschool Residential Subchapter shall supersede the standards of this subchapter

§ 157.884 EXCEPTIONS

(A) An exception may be granted for one of the following uses upon the request of a Conditional Use Permit and by the approval of the Planning Commission:

1. The use of any space outside of the primary residential building in conjunction with the home occupation; in which case, a home occupation shall utilize no more than 25 percent of the total property area.

2. In a residential zone, the retail sales of goods that are grown or crafted on the property.

§ 157.88~~53 FEES~~LICENSING AND LICENSE MAINTENANCE.

(A) Business license required: It is unlawful for any person or organization to engage in a Home Occupation, as defined in §157.004, without first obtaining a home occupation business license. Prior to issuance of said license, the conditions of this subchapter must be satisfied, and all applicable fees shall be paid.

(B) Time limitation: A home occupation business license shall be valid for one year and may be renewed annually.

(C) Fees: Annual license fees shall be assessed and paid in accordance with the West Haven City fee schedule. If the license has not been renewed prior to ~~or within 60 days of~~ expiration, the license will be terminated ~~and all conditional uses granted will be forfeited, including grandfathered conditional uses.~~; at that time, any new or ongoing operation of a Home Occupation shall require the approval and issuance of a new home occupation business license application, which shall be reviewed under contemporary Zoning regulations without regard to any forgone rights associated with a terminated license or Conditional Use Permit.

(D) Termination: The licensee shall be responsible for operating the licensed business in compliance with this code and any conditions emplaced by the Planning Commission. A business license issued by the city may be suspended or revoked if the operations of the business are found to violate this code, any conditions of approval, or any other applicable local or state laws.

(E) Appeals: A decision of the Community Development Director or the director's designee, based on or made in the administration or enforcement of this code, may be appealed within 14 calendar days of the date of the written decision, and shall be made in accordance with §157.037 of this Chapter.

(Prior Code, § 64.08) (Ord. 2-92, passed - -1992; Ord. 45-2020, passed 11-18-2020; Ord. 16-2022, passed 8-17-2022)

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City Council
Staff Review Memo

July 1, 2026

Stephen Nelson, Community Development Director

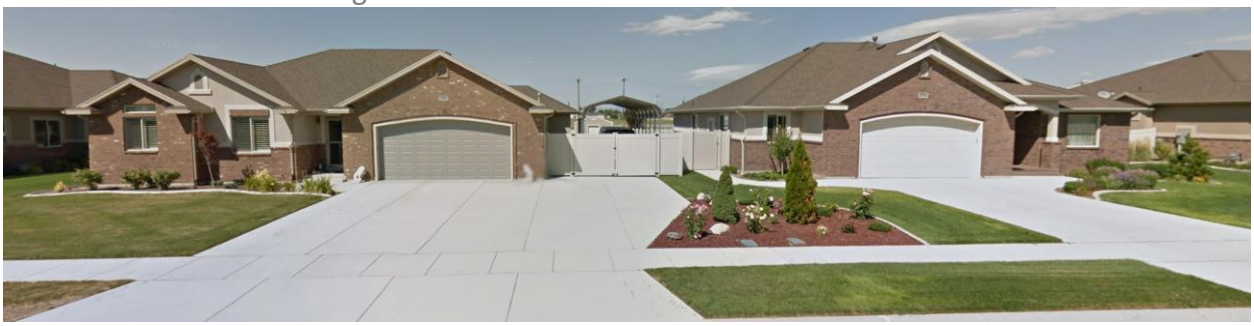
PATIO HOME ZONING STANDARD UPDATE

Proposal:	Discussion of Patio Home Zone Standards
Ordinance Section:	**§ 157.411-419 PH Zone.**
Applicant:	The West Haven City Development Review Committee and City Attorney
Decision Type:	Legislative
Staff Recommendation:	Approval of the proposed ordinance

I. BACKGROUND

Issue: West Haven has a Patio Home Zone to provide a location where patio homes may be developed. Patio homes are typically single-story, smaller homes, sometimes attached or detached. West Haven Ordinance currently allows for patios to be a maximum height of 25’ and indicates that livable space may be allowed above a garage, with no story restrictions, except for homes with zero lot lines. Members of the Planning Commission have recently expressed concern that the code's intent was to restrict all units to single-story structures. West Haven City Mayor also directed Community Development staff to clarify the code to limit homes built within the Patio Home Zone to a single story. As such, the staff and the Planning Commission have prepared a draft ordinance which is now being brought to the Commission for consideration.

Image 1: Patio Homes Located within West Haven



II. THE PROPOSAL

Staff has prepared an update to the code for the Planning Commission's consideration. Since the last planning commission, the staff has conducted a full review of the PH Zone and made the following recommendations. The sections that have been updated from the Last City Council meeting are **bolded** below.

1. **Added Accessory Dwelling Units as a permitted use**
2. **Added a Prohibited Use Section, in which staff listed multi-family type housings, as defined within the code, as prohibited uses. Under the Building Lot Requirements, staff added that: "Each primary dwelling shall be built on its own individual lot."**
3. Accessory Buildings. Removed the exception for larger detached accessory buildings. This would limit all accessory buildings to a maximum of 200 sq. ft.
4. Detached Accessory Dwelling Units (DADUs). Made changes to comply with the new state code found in **2026 SB 284**. This code requires that the City allow for DADUs in residential zones on lots 11,000 sq. ft. or larger. Generally, our ADU code has strict coverage and setback requirements that may make it more difficult to construct DADUs on smaller lots.
5. Zero Lot Lines. Removed the Zero Lot Line provisions
6. Maximum structure height. The city is proposing to limit the height of a structure to a single story, with a maximum height of 25'. This change includes removing the option of having any habitable below the primary floor. **Staff has added a provision to allow a single room located above the garage, with a maximum size of 576 sq. ft., which is the square footage of a typical two-car garage (24'x24').**
7. Landscape Requirements. The staff has requested the City Attorney to provide some feedback on this section of code. **Utah Code 10-20-807** generally prohibits a City from requiring a developer to provide any type of financial security for private landscaping and restricts who the City requires to install such improvements. The current ordinance requires the developer to provide a cash bond for landscape improvements for each lot, and landscaping must be installed as part of each lot's construction. After review, the staff has found that the City has not been actively enforcing these provisions within the ordinance that do not comply with state code. As such, staff would recommend either removing this section or updating it to comply with state code and water-wise landscaping standards.

III. PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION

The Planning Commission and staff have workshopped the proposed draft over the course of a couple of meetings. The Planning Commission held a public hearing on May 13, 2026, at which no comments were received. At this meeting, the Planning Commission made a motion "to recommend approval of the proposed changes to the Patio Home Zone contained within West Haven City Code § 157.411-419 PH Zone, as provided".

IV. **RECOMMENDED ACTION**

Staff recommends that the City Council review and discuss the proposed draft. Consider the possible interpretations and implications of the changes for the City. If there are additional changes, provide feedback to staff and recommend appropriate alterations to the draft. If no changes are needed, the staff recommends that the City Council motion to approve the draft ordinance.

Approval: Motion that the City Council **approve Ordinance 13-2026** Amending Title XV Land Usage, Ph Zone (Residential Patio Homes Zone), including § 157.411-§ 157.419, and the repeal of § 157.415 and the renumbering of the sections as such

[insert any findings or reasons for approval if desired]

Approval with Conditions: Motion that the City Council **approve Ordinance 13-2026** Amending Title XV Land Usage, Ph Zone (Residential Patio Homes Zone), including § 157.411-§ 157.419, and the repeal of § 157.415 and the renumbering of the sections as such
, with the following **conditions/amendments**:

[insert conditions or amendments]

Table: Motion that the City Council **table Ordinance 13-2026** Amending Title XV Land Usage, Ph Zone (Residential Patio Homes Zone), including § 157.411-§ 157.419, and the repeal of § 157.415 and the renumbering of the sections as such

[insert conditions or amendments]

Deny: Motion that the City Council **deny Ordinance 13-2026** Amending Title XV Land Usage, Ph Zone (Residential Patio Homes Zone), including § 157.411-§ 157.419, and the repeal of § 157.415 and the renumbering of the sections as such

[insert any findings or reasons for denial]

ORDINANCE NO. 13-2026

AN ORDINANCE OF WEST HAVEN CITY AMENDING TITLE XV LAND USAGE, PH ZONE (RESIDENTIAL PATIO HOMES ZONE) INCLUDING § 157.411-§ 157.419, AND THE REPEAL OF § 157.415 AND THE RENUMBERING OF THE SECTIONS AS SUCH

SECTION 1 – RECITALS

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

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

WHEREAS, West Haven City has adopted and promulgated city ordinances and rules regarding the development, construction, and display of signs; and

WHEREAS, the City Council finds that certain changes to the West Haven City Code found in the PH Zone (Residential Patio Home Zone) sections, including § 157.411-§ 157.419, should be made; and

WHEREAS, the City desires to provide additional clarity within the PH Zone standards and to limit the type and size of units allowed within the said zone; and

WHEREAS, the City Council finds that the specific changes to the referenced sections are desired and will clarify the standards for PH Zone developments within the City; and

WHEREAS, the Planning Commission held a public hearing and made a positive recommendation of the proposed changes on May 13, 2026; and

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

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

a. **In Title XV Land Usage Ph Zone (Residential Patio Homes Zone), including § 157.411-§ 157.419, And the Repeal Of § 157.415 and the renumbering of the sections as such, as shown in red, as seen on Attachment "A".**

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

DRAFT

The forgoing Recitals are fully incorporated herein.

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

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

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

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

DATED the 1st day of July 2026

WEST HAVEN CITY

_____
Rob Vanderwood
Mayor

ATTEST:

_____
Emily Green, City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____

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Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

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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. 13-2026,** entitled **"AMENDING TITLE XV LAND USAGE, PH ZONE (RESIDENTIAL PATIO HOMES ZONE) INCLUDING § 157.411-§ 157.419, AND THE REPEAL OF § 157.415 AND THE RENUMBERING OF THE SECTIONS AS SUCH",** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on July 1, 2026 which appears of record in my office, with the date of posting or publication being July 1, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 1st day of July 2026.

_____
Emily Green
City Recorder

(city seal)

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EXHIBIT A

Attached to Ordinance 13-2026

AMENDING TITLE XV LAND USAGE, PH ZONE (RESIDENTIAL PATIO HOMES ZONE) INCLUDING § 157.411-§ 157.419, AND THE REPEAL OF § 157.415 AND THE RENUMBERING OF THE SECTIONS AS SUCH

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PH ZONE (RESIDENTIAL PATIO HOME ZONE)

§ 157.411 PERMITTED USES.

(A) Accessory uses and buildings (only behind homes) less than 200 square feet;

(B) Dwellings, single-family detached;

(C) Animal keeping (see §§ 157.865 through 157.868);

(D) Home occupations with no visiting clientele;

(E) Accessory Dwelling Units, both attached and detached;

(FE) Pets, the keeping of household pets; and

~~(F) Any use not specifically permitted or conditional is strictly prohibited.~~

(Prior Code, § 31.02) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.412 CONDITIONAL USES.

Conditions for approval shall be determined as provided in §§ 157.515 through 157.529:

(A) Church (temporary churches held in open areas, tents, or in temporary structures excluded); and

(B) Home occupations.

(Prior Code, § 31.03) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.413 PROHIBITED USES

(A) Dwellings, two-family
(B) Dwellings, three-family
(C) Dwellings, four-family
(D) Dwellings, multiple-family
(E) Any use not specifically permitted or conditional is strictly prohibited.

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§ 157.41~~3~~4 BUILDING LOT REQUIREMENTS.

(A) *Density.* There shall be no more than five residential units per acre contained within the boundaries of each phase of every subdivision or planned unit development; except when previously completed phases of the same development have sufficiently low density that the average is still five residential units per acre or less.

(B) *Lot area*. There shall be a minimum of 6,000 square feet in each lot. Corner lots shall be a minimum of 6,400 square feet. Each primary dwelling shall be built on its own individual lot.

(C) *Lot width*. Minimum lot width shall be 50 feet; corner lots are 60 feet.

(Prior Code, § 31.04) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.4154 LOCATION OF STRUCTURES.

(A) *Dwellings*.

(1) *Front setback*. Twenty feet from the property line to garage, 18 feet for the home;

(2) *Side setback*. Five feet minimum on each side, except 15 feet minimum for side fronting on a street;

(3) *Rear setback*. The rear lot line has to average 18 feet.

~~(B) *Detached accessory buildings and garages*. Accessory buildings larger than 200 square feet shall be as follows. The size and location of accessory buildings shall be evaluated and approved during the approval process and shall be outlined in the development agreement and CC&R's. Otherwise not allowed over 200 square feet. Accessory dwelling units are not permitted.~~

(~~C~~B) *Detached accessory buildings and garages*. ~~Two hundred square feet and smaller~~.

(1) *Front setback*. All accessory buildings must be behind the home or behind the plane of the rear wall of the home.

(2) *Side setback*. Five feet.

(3) *Rear setback*. Five feet.

(4) Maximum Size. 200 square feet, except for Detached Accessory Dwelling Units.

(5) Detached Accessory Dwelling Units (DADUs). DADUs within the PH Zone shall comply with all other requirements of this title and § 157.455 through § 157.480 for accessory dwellings that are not specified within this chapter.

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(Prior Code, § 31.05) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 18-2022, passed 9-7-2022; Ord. 03-2023, passed 2-1-2023)

~~**§ 157.415 ZERO LOT LINES.**~~

~~(A) Developers wishing to provide attached single-level single-family homes (zero lot lines) may request a development agreement with the city which will outline the provisions under which such homes would be allowed.~~

~~(A)~~ ~~(B) If a development agreement is approved allowing zero lot line projects, developer shall be required to maintain the density requirements of this zone, but shall not be required to maintain a minimum lot size for such uses.~~

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(Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.416 MAXIMUM STRUCTURE HEIGHT.

(A) Main buildings or dwellings, and DADUs shall be limited to **one (1) story** in height and shall not exceed a height of twenty-five (25) feet. Basements and below-grade habitable spaces are strictly prohibited. Only a single habitable room in the attic may be permitted, limited to the area directly above the garage, and shall not exceed 576 square feet.

~~Dwelling or other main building shall be 25 feet. Habitable attic space is permitted over a garage area; and~~

(B) *Accessory building*. Fifteen feet.

(Prior Code, § 31.06) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 18-2022, passed 9-7-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.417 LANDSCAPING.

(A) (1) All landscaping shall be installed in compliance with West Haven Landscape standards within this title. ~~(1) Landscaping and an automatic sprinkler system is to be installed with construction contract.~~

(2) At least one tree is to be planted per lot (trunk size is to be a two-inch diameter or larger).

(3) Fencing is standardized within development.

~~(B) The developer shall pay a landscape cash bond of $8,500, specifically for the landscape installation, at the time of issuance of the building permit.~~

~~(C) (1) The normal landscape installation will be required within 30 days of the certificate of occupancy issuance.~~

~~(2) However, when that 30-day period cannot be achieved due to the short secondary water season, the landscape shall be installed by, or prior to, the next May 15.~~

~~(D) The entire landscape cash bond amount shall be held by the city until final completion of the required landscaping.~~

(Prior Code, § 31.07) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.418 OFF-STREET PARKING.

As provided in §§ 157.630 through 157.640.

(Prior Code, § 31.08) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

§ 157.419 PERMITTED SIGNS.

See §§ 157.755 through 157.761.

(Prior Code, § 31.09) (Ord. 38-2020, passed 10-21-2020; Ord. 04-2022, passed 3-2-2022; Ord. 03-2023, passed 2-1-2023)

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: July 1, 2026

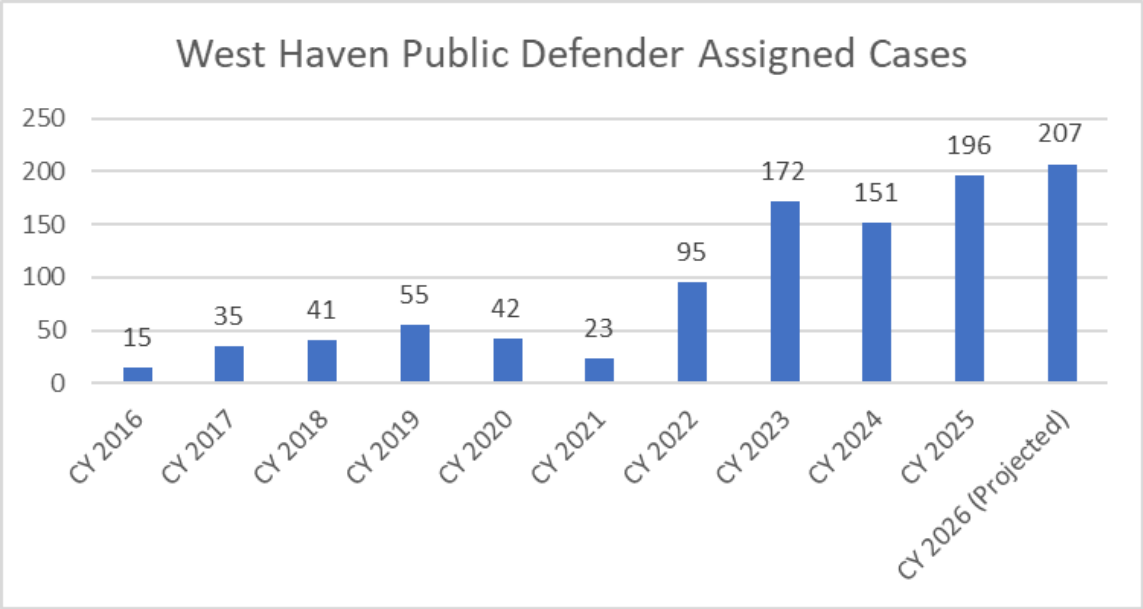
SUBJECT: Adoption of Professional Services Agreement between the City and Zachary Holbrook for continued indigent legal services

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Adopting/Amending Zachary Holbrook's Professional Services Contract. The West Haven City Council adopted Resolution 15-2023 (March 2023), approving a Professional Service Agreement between West Haven City and Zachary Holbrook to provide indigent legal services. The Public Defender typically receives a flat fee of $235 per case; however, the number of Justice Court cases has been increasing recently, and as a result, the number of cases assigned to the Public Defender has also increased.

In February 2026, Zachary Holbrook requested a 6% increase in the per-case amount from $250, which is estimated to total an additional $2,940 annually. The requested increase seems reasonable, given that since FY 2025 through FY 2027, when the contract was approved, the Mountain Region Consumer Price Index (CPI) has experienced approximately 7% inflation, according to the US Bureau of Labor Statistics, and the City has given its employees the same 7% increase in cost-of-living adjustments (COLA).

Additionally, the percentage of cases assigned to a Public Defender has increased. In CY 2022, three percent (3%) of the total justice court cases were assigned to a Public Defender, compared with six percent (6%) in CY 2023 and CY 2024.



Overview of Public Defense- Background. The Public Defender provides legal services to indigent people, upon appointment by the Justice Court Judge. The Public Defender is a constitutional right of every citizen of the United States. Once the Public Defender is appointed, the City is obligated to pay for these legal services. The Public Defender presents the facts and legal arguments to demonstrate why a person is innocent.

If a defendant is found guilty, recoupment fees may be assessed to reimburse the government for the cost of appointment of counsel. This fee is in addition to restitution to the victim and any fines or forfeiture ordered by the court. The recoupment fees typically range from $50 to $200, depending on the court and judge. If a defendant is found not guilty, then no recoupment fee is imposed.

Each month, West Haven City receives a report or statement from Roy City, along with a check for its share of any fines or forfeitures ordered and collected by the court. This report or statement also shows public defender recoupment fees listed as "monthly public Def Fees" collected by the Courts in a given month for West Haven cases. A 100% of the public defender recoupment fee is forwarded to West Haven.

The City cannot receive more recoupment fees than it pays for the public defender. To verify this, the City compared the funds it received from public defender recoupment fees to the funds it paid for indigent defense. For calendar year 2025, the City received $12,020.31 in Public Defender Recoupment Fees and paid $46,060 in indigent defense legal fees. As such, the City is recouping approximately 26% of the amount it pays for indigent defense.

Resolution No. 26-2026

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ZACHARY HOLBROOK FOR CONTINUED INDIGENT LEGAL SERVICES; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND FOR THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

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

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

WHEREAS, the City Council and Zachary Holbrook ("Public Defender") entered into a Contract for Employment on March 16, 2023, for Public Defender to be hired as the West Haven City Public Defender; and

WHEREAS, at this time, the City Council and Public Defender recognize a need to enter into a new Professional Services Agreement whereby an adjustment to Public Defender's compensation is made; and

WHEREAS, the City Council wish to adopt and enter into the Professional Services Agreement ("Agreement"), attached as Attachment "A", with Public Defender, for continued public defender legal services as the City Public Defender; 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 Professional Services Agreement between Zachary Holbrook and the City, a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the City Council.

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

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

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SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 1st day of July 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 1st day of July 2026.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

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VOTING:

_____YES	_____NO	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

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ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT BETWEEN WEST HAVEN CITY AND ZACHARY HOLBROOK, ATTORNEY AT LAW, FOR CONTINUED INDIGENT LEGAL SERVICES

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PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 1st day of July 2026, by and between ZACHARY HOLBROOK, ATTORNEY AT LAW [hereinafter "Public Defender"] and WEST HAVEN CITY [hereinafter "City"].

RECITALS

WHEREAS, Zachary Holbrook, Attorney at Law, and West Haven City entered into a Contract for Employment on March 16, 2023, for Zachary Holbrook to be hired as the West Haven City Public Defender; and

WHEREAS, Zachary Holbrook, Attorney at Law, is willing to continue to be hired as a Public Defender upon the terms and conditions contained in this agreement and for the remuneration stated herein; and

WHEREAS, the City is willing to continue to employ said Public Defender, upon the terms and conditions herein stated; and

WHEREAS, said Public Defender may accomplish duties as he may deem appropriate and he may hire additional attorneys to assist him upon the terms and conditions stated in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties hereby mutually stipulate and agree as follows:

1. **Services Provided by Public Defender:** The parties agree and understand Public Defender shall provide legal representation to indigent persons in all matters and appeals for which City is obligated to pay for indigent legal services in the Roy/Weber Justice Court. Public Defender is only required to represent a defendant when there has been a finding of indigency and the Roy/Weber Justice Court has appointed Public Defender. Public Defender shall provide legal services and counsel, representation, and support for the appointed indigent defendant. Legal services may include the following, but is not an all-inclusive list: court appearances, communication with defendants, requests and review of discovery, consulting with the City Attorney regarding cases, investigation of witnesses, research and writing of any motions, bench or jury trials, appeals from the Roy/Weber County Justice Court to the Second District Court, training for criminal defense; and travel to and from court. The parties to this agreement recognize, acknowledge, and agree that the number of trials and other criminal matters the Public Defender shall handle will depend upon many factors and variables which cannot presently be contemplated. Currently, the Roy/Weber Justice Court's West Haven City schedule is four Tuesday mornings in a month and the judge made a decision that every fifth Tuesday morning can be utilized if necessary.

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2. **Independent Contractors:** The parties hereby stipulate, agree, and understand that the Public Defender is an independent contractor and not an employee of City. The parties understand and agree that it may be the case for assigned criminal matters before a court that the court schedule for Public Defender is set by the court, which is beyond the control of the parties to this agreement. Beyond this time, the parties mutually stipulate and agree that the Public Defender shall conduct his time in such a manner as to fulfill his responsibilities under this agreement, but that the time, manner, and place of completing such duties shall be at the sole discretion and control of the Public Defender. The Public Defender understands and agrees that as an independent contractor he will be provided payment under this agreement, without any deduction for any federal or state tax and that the Public Defender will be responsible for the satisfaction of any and all tax liability arising from such payments.

3. **Other Commitments:** The City is aware that Public Defender has other commitments because of his private practice. Public Defender shall make West Haven's justice court schedule a priority on Tuesday mornings (i.e. those Tuesdays scheduled for Roy/Weber County Justice Court for West Haven) and shall make himself available for video pretrials on Mondays or Thursdays at 12:30 at the request of the Court and any other time that the Court requires the City and the Public Defender to appear. Both parties agree that there are no conflicts with the City's work and Public Defender's other work.

4. **Vacation Time:** Any vacation time or scheduling issues that Public Defender may have shall be arranged directly with the Roy/Weber Justice Court.

5. **Flat Rate:** The Public Defender shall be paid the flat rate amount of $250.00 per appointed case for legal services, where a finding of indigency and appointment is made in the Roy/Weber County Justice Court; and $75/hour for cases that a finding of indigency and appointment is made and then there is a transfer to Mental Health Court or require a Petition for Evaluation of Competency, starting July 1, 2026. These rates cover all appearances, pleadings, and trials (bench or jury) in the Roy/Weber County Court or any appeals from the justice court to the Second District Court, including any bench or jury trials at the district court level stemming from the appeal from justice court. At the first of each month, the Public Defender shall provide an invoice to the City with the monthly amount owed and the number of cases assigned that month by the Roy/Weber County Justice Court. City shall pay said invoiced amount by check within fifteen days of receiving said invoice made payable to ZACHARY HOLBROOK. Public Defender shall provide to the City an address to which said check shall be mailed, or the checks may be picked up in person at City Hall upon notice by City to Public Defender.

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6. **Additional Expenses.** At any time the Public Defender has a conflict (such as when there are co-defendants), the Public Defender must immediately notify the City Manager and City Attorney in writing or email of said conflict as soon as it becomes known. Public Defender shall arrange for an attorney to act as conflict counsel and shall be responsible for directly paying the conflict counsel. That conflict counsel shall submit their invoice to Public Defender and not to the City. Public Defender's monthly bill shall reflect the conflict counsel's invoice, and the City shall reimburse Public Defender for conflict counsel at the same rate as Public Defender would have been paid. Public Defender shall pay for his own malpractice insurance, continuing legal education, Utah State Bar dues, and travel to and from any meetings and court.

   If there are any appeals involving the Court of Appeals or the Utah Supreme Court, Public Defender shall notify the City Manager and City Attorney in writing or email and shall negotiate with the City a reasonable hourly rate for these types of appeals, not to exceed the contracted hourly amount that the City Attorney will be receiving for the same work. The hourly amount for these types of appeals can only be approved by the City Council. If there is any need for an expert witness, Public Defender shall notify the City Manager and City Attorney in writing or email and shall negotiate with the City a reasonable rate to obtain an expert witness. The cost for expert witnesses can only be approved by the City Council.

7. **Office Supplies.** The Public Defender shall provide his own stationary/letterhead, files, envelopes, postage, and other reasonable and necessary office supplies to be used by Public Defender in the completion of his duties contemplated by this agreement.

8. **Termination.** The parties to this agreement recognize, acknowledge, and agree that this agreement may be terminated at any time by any party to this agreement for any reason, with or without cause. The parties mutually stipulate and agree that any termination of this agreement, however, notwithstanding the right to terminate it with or without cause, shall be exercised only upon 90 (ninety) days written notice to each and every other party to this agreement. All work performed by Public Defender up to the date of termination shall be paid. The parties may separate prior to the end of 90 (ninety) days as long as all criminal court hearings and trials are covered by another attorney and the City pays Public Defender through the end of the 90 (ninety) days.

9. **Public Defender Employment of Additional Attorneys or Assistants.** The Public Defender may employ, at his sole expense, other attorneys or assistants which he may deem necessary or reasonable to complete his obligations under this agreement. Said employment shall be solely at the discretion of Public Defender and shall not impose any requirement upon him to hire additional

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attorneys to complete the duties contemplated by this agreement. Said attorneys shall be subject to the approval by the City, which approval shall not be unreasonably withheld. Any such attorneys shall undertake the same obligations and duties of confidentiality arising from the attorney/client privilege which the Public Defender has. Said attorneys shall be subject to the control and supervision of the Public Defender.

10. **Ethical Duties.** The parties mutually stipulate and agree that notwithstanding his status as an independent contractor, the Public Defender shall have all of the duties and obligations of the public defender including duties of confidentiality, loyalty, zealous representation, and all other duties inherent or arising out of the attorney-client relationship.

11. **Term of Agreement.** The term of this agreement shall be for a period of three (3) years from the date that both parties sign this Agreement. This Agreement shall automatically renew yearly after the initial three years, unless either party provides a ninety (90) day written notice to the other party of termination or request to renegotiate the terms of the Agreement.

12. **Renewal or Extension.** This agreement may be further subject to additional modifications or renewals, which shall be executed by all of the parties and in writing.

13. **State of Utah.** This Agreement shall be interpreted by the laws of the State of Utah.

14. **Attorney Fees.** If there is a dispute and this Agreement is involved in litigation, it will be conducted in the Second District Court in Weber County or in federal court in the State of Utah. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

15. **Compliance with Laws.** Public Defender and City shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state, and local government in connection with the performance of this Agreement.

16. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and may not be altered or amended without a further written agreement executed by all of the parties.

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DATED this ___ day of _____, 2026.

_____	_____
ZACHARY HOLBROOK, Public Defender	Shawn Warnke, City Manager

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