

WEST HAVEN CITY COUNCIL AGENDA

August 19, 2026 6:00 P.M.

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

NOTICE IS HEREBY GIVEN THAT ON **August 19, 2026**, THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM: COUNCIL WORK SESSION** AND **6:00 PM: REGULAR WEDNESDAY CITY COUNCIL MEETING**. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030](http://www.youtube.com/@cityofwesthavenutah4030).

5:00 WORK SESSION – IN CITY COUNCIL CHAMBERS

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

MEETING TO ORDER: Mayor Vanderwood

REPORTS AND DISCUSSION AS FOLLOWS:

1. Discussion- Elected Officials and City Manager Updates
2. Discussion-Subdivision Ordinance Section 156.041 Subsections C and D, Section 156.055 Subsections B and G, and Section 156.091 Subsections E and F
3. Discussion-Stormwater Utility Fee Increase-Fred Philpot, LRB Finance

6:00 REGULAR CITY COUNCIL MEETING

1. **MEETING CALLED TO ORDER:** Mayor Vanderwood
2. **OPENING CEREMONIES**
A. FLAG CEREMONY Councilmember Call
B. PRAYER/MOMENT OF SILENCE Councilmember Saunders
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**

Music Circle-The Barn	August 24, 2026	7:00 PM
Senior Lunch Bunch-The Barn-Mayor Vanderwood	August 26, 2026	11:30 AM
Puppet Mania Workshop	September 14, 2026	6:00 PM
Arts Festival	September 19, 2026	5:00 PM
5. **COUNCIL UPDATES**

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

6. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES	MEETING HELD	August 5, 2026
B. RATIFICATION OF COTTONWOOD TITLE INVOICE	\$372,928.56	2375 W 1800 S
C. REGENCY EXCAVATION	\$63,222.82	Inv.#13314
D. ANDERSEN ASPHALT LLC	\$70,320.25	Inv.#2212-1049
7. **PUBLIC HEARING-FOR THE PURPOSE OF SOLICITING PUBLIC INPUT ON OPENING THE CURRENT 2026-2027 BUDGET FOR CERTAIN AMENDMENTS-SHAWN WARNKE, CITY MANAGER**

8. **ADVICE & CONSENT OF: ONE (1) COMMUNITY EVENTS COMMITTEE APPOINTMENT-Submitted by Mayor Vanderwood** To fill one, 3-year term. The term will be from August 19, 2026 thru December 31, 2028
9. **ADVICE & CONSENT OF: ONE (1) ARTS COUNCIL COMMITTEE MEMBER APPOINTMENT-Submitted by Mayor Vanderwood** To fill one, 2-year term. The term will be from August 19, 2026 thru December 31, 2027
10. **ACTION ON RESOLUTION 30-2026-OPENING THE CURRENT 2026-2027 BUDGET FOR CERTAIN AMENDMENTS-SHAWN WARNKE, CITY MANAGER**
11. **ACTION ON RESOLUTION 31-2026-AMENDING THE MEMORANDUM OF UNDERSTANDING WITH NILSON HOMES ON APPLYING THE ORDER OF CONTINGENCY FOR THE POULTER POND PROJECT-AMY HUGIE, CITY ATTORNEY**
12. **ACTION ON RESOLUTION 32-2026-AWARDING THE BID FOR IMPROVEMENTS TO THE POND LOCATED IN THE POULTER FAMILY OPEN SPACE PRESERVE-EDWARD MIGNONE, CITY ENGINEER AND BROCK RANDALL, PARKS AND RECREATION DIRECTOR**
13. **ACTION ON RESOLUTION 33-2026-FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 W/4000 S INTERSECTION PROJECT BETWEEN THE CITY AND WEBER COUNTY-EDWARD MIGNONE, CITY ENGINEER**
14. **ACTION ON RESOLUTION 34-2026-SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 W 3300 S PROJECT BETWEEN THE CITY AND WEBER COUNTY-EDWARD MIGNONE, CITY ENGINEER**
15. **ACTION ON RESOLUTION 35-2026-TERMINATION OF LEASE AGREEMENT BETWEEN JENNIFER L. FRENCH LIVING TRUST AND JAMES A. FRENCH LIVING TRUST AND THE CITY OF WEST HAVEN-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR**
16. **PRESENTATION AND DISCUSSION-AT THE MAYOR AND CITY COUNCIL'S ELECTION CONTINUATION OF ANY AGENDA ITEM FROM THE 5:00 WORK SESSION**
17. **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; and to discuss the deployment of security personnel, devices, or systems; To be held in accordance with the provisions of Utah Code 52-4-205.
18. **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

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: August 19, 2026

SUBJECT: Discussion on Increasing the Storm Drain Utility Fee



The City engaged LRB Public Finance Advisors, its financial consultant, to complete a comprehensive Storm Drain Utility Fee Study. Different rate study scenarios will be presented and discussed with the City Council on August 19, 2026. A representative from LRB Public Finance Advisors will lead the conversation via Zoom. Additionally, Ryan Child will be present at the meeting to answer questions and provide input. In preparation for this discussion, excerpts from the budget memo that provide background on the Storm Drain Utility Fee are included below.

Storm Drain Utility Fees. The Storm Drain Utility Fee revenue line item represents the monthly charges for services provided to users for stormwater control and is the primary source of operating revenue. For this reason, the fee for services must be set so that the Fund can meet current operating expenses and build reserves necessary to replace current assets, acquire new assets such as equipment, and fund future construction projects. The Storm Drain does not have variable service fees that fluctuate with usage, so revenue remains flat.

The City engaged LRB Public Finance Advisors, its financial consultant, to complete a comprehensive Storm Drain Utility Fee Study. The study will be designed to generate revenues adequate to cover anticipated expenses for the next five years, as explained below.

- **Revenue Analysis.** Based on anticipated growth in West Haven City, the Storm Drain Utility Fee Study will analyze and forecast revenues relative to projected utility expenses over the next five years. The analysis will assess revenue sufficiency relative to current and projected expenses, cash flow stability, and the creditworthiness of this enterprise fund. While the planning horizon for this rate structure was 5 years, a 10-year utility revenue projection will also be included.
- **Revenue and Expenses.** The Storm Drain Utility Fee Study will also analyze and forecast the annual expenditures for a five-year planning horizon to meet all operational needs, capital requirements, and other obligations. More specifically, these expenditures include staffing, operations, and maintenance (O&M) costs; equipment & vehicles (additions & replacements); significant capital projects (including project timing); and the effects of inflation on these expenses. Unfunded O&M needs will also be evaluated, including additional staffing needs, contractual increases, and government mandates.

When considering adopting new stormwater utility rates, the City believes the new rates must meet the following objectives.

- **Revenue Sufficiency.** The rate structure must ensure sufficient revenue to meet operational and maintenance (O&M) obligations, construct necessary infrastructure (including repairs and replacements as well as new capital expenses), and enhance the overall creditworthiness of the utility's funds. Revenue is to be projected for the five-year planning horizon.
- **Equity among Users.** The rate structure needs to reflect an equitable allocation of revenue requirements to utility user classes (residential and commercial) based on each class's historical demand characteristics (including both fixed and variable costs).
- **Rate Stability.** The rate structure should be based on sound financial analysis that effectively forecasts annual system revenues and expenses, thereby preventing excessive rate fluctuations that may result from poor financial planning.
- **Affordability.** The rate structure needs to consider affordability relative to comparable community and industry benchmarks.
- **Simplicity of Rates.** The rate structure should clearly explain the calculation method used to determine monthly bills.

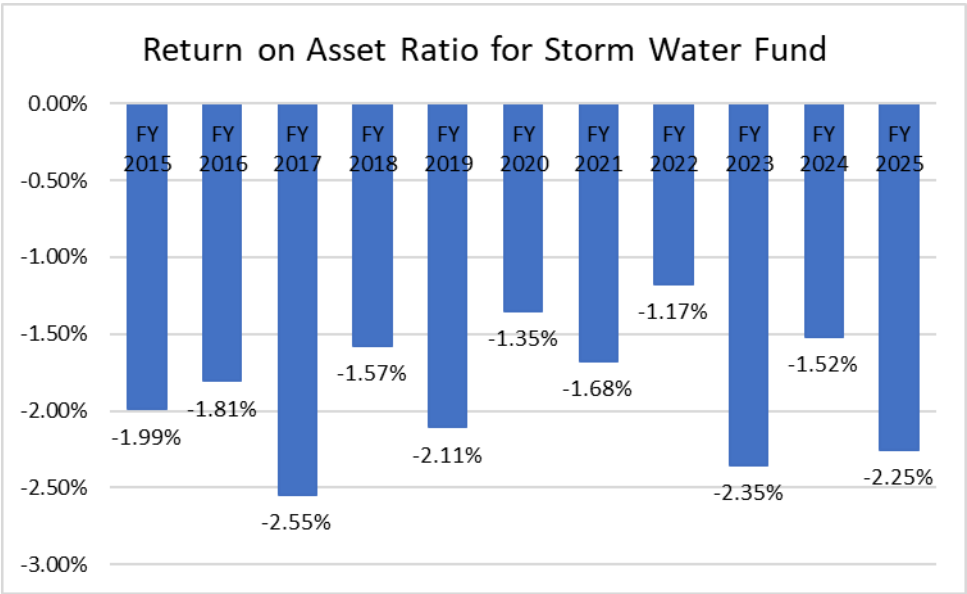
The City engaged LRB Public Finance Advisors, its financial consultant, to complete a comprehensive Storm Drain Utility Fee Study. Since the study to understand a proposed stormwater utility fee has not been completed, the proposed FY 2027 budget will be based on the current, but inadequate, rate of \$3.00 per connection, which is anticipated to generate \$343,000 in Storm Drain Utility Fees.

Analysis of Stormwater Fund. One approach to examining a business's financial health is the Return on Assets Ratio, which measures how much revenue an enterprise generates relative to its assets. The Return on Asset Ratio is calculated as follows: Operating Income (Operating Revenues minus Operating Expenses) divided by Net Fixed Assets. Below is a table showing the actual figures from West Haven's audited financial statements for FY 2017 to FY 2024.

Storm Water Fund Return on Asset Ratio											
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Net fixed assets	\$ 4,301,358	\$ 4,667,353	\$ 5,330,233	\$ 7,123,661	\$ 7,234,364	\$ 7,609,536	\$ 8,210,502	\$ 10,874,359	\$ 12,828,764	\$ 14,079,239	\$ 15,657,432
Net operating income	\$ (85,550)	\$ (84,285)	\$ (135,740)	\$ (112,185)	\$ (152,340)	\$ (102,781)	\$ (137,676)	\$ (127,731)	\$ (301,686)	\$ (213,579)	\$ (352,842)
Return on Assets	-1.99%	-1.81%	-2.55%	-1.57%	-2.11%	-1.35%	-1.68%	-1.17%	-2.35%	-1.52%	-2.25%

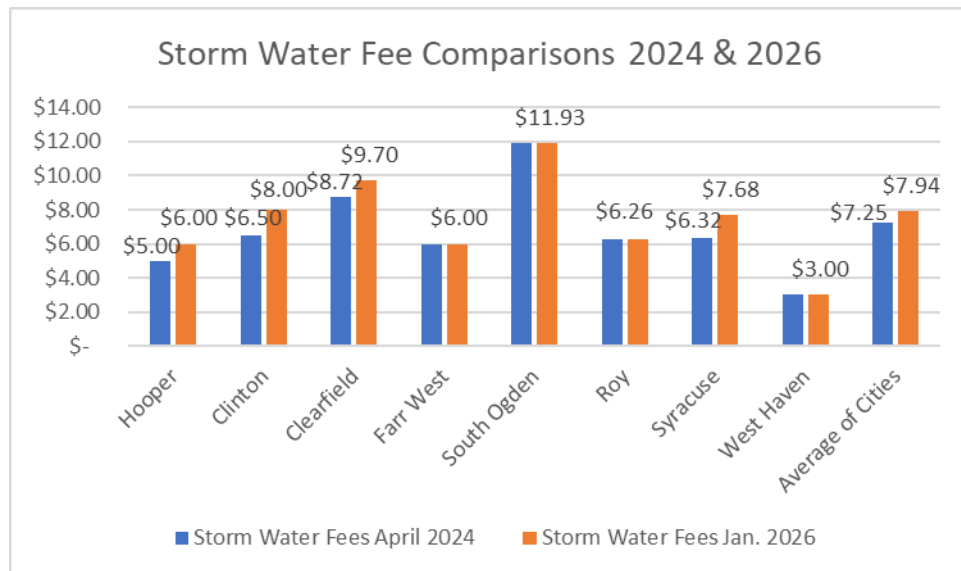
As stated above, the Storm Water Fund is an enterprise fund managed on a fiscal basis, similar to privately owned utilities or other business organizations. The table above shows that this Fund has negative operating income, indicating that operating expenses exceed operating revenues. Consequently, the return on the asset ratio is negative. On average, from FY 2015 to FY 2025, the Storm Drain Fund has had a Net Operating Income of -\$164,218 and a -1.85 return on asset ratio. As a target, the Storm Water Fund should have a targeted return on asset ratio of 3%.

The following chart, entitled “Return on Asset Ratio for Storm Water Fund,” shows that the Return on Asset Ratio from FY 2015 to FY 2025 has been negative.



As described in *Administrative Services Cost Share (Transfer to General Fund)*, several direct storm drain operation expenses have historically been paid by the General Fund. In the past, the General Fund has subsidized the Storm Water Utility Fund's operations. The negative operating income (meaning that operating expenses exceed operating revenues) shown in the Return on Asset Ratio for Storm Water Fund chart would be further decreased in operating income and the return on asset ratio if these prior years had included all of the operating expenses that the General Fund had been paying.

Simply put, the Storm Water Fund needs to increase its operating revenues, which means stormwater utility fees must rise. In CY 2024 and CY 2026, City staff surveyed eight comparable cities within Weber and Davis Counties and found that, on average, these cities charged a stormwater fee of \$7.25 and \$7.94, respectively.



Administrative Services Cost Share (Transfer to General Fund). As stated, the Storm Water Fund is an enterprise fund managed similarly to privately owned utilities or other business organizations. As such, if the Storm Drain Fund were a standalone business, it would be responsible for all costs associated with its operation. City staff has identified several direct expenses in the General Fund that benefit the Storm Water Fund's operations, such as utility billing, administrative staff support, accounting and auditing, and mowing of stormwater basins. At present, the Storm Water Fund is not financially solvent to cover all the costs of services provided by the General Fund.

However, the FY 2027 budget proposes that the Storm Drain Fund reimburse the General Fund for the portion of time that the City Engineer/Storm Water Manager and Code Enforcement/Storm Water Inspector provide in supporting storm water activities, namely 20% of the City Engineer/Storm Water Manager's and 50% of the Code Enforcement/Storm Water Inspector's total compensation (i.e., wages and benefits totaling \$102,300). The Storm Water Fund's payment to the General Fund for services provided by the aforementioned General Fund employees will be made via an interfund transfer using account code 51-4461 Administrative Services Cost Share (Transfer to General Fund). The Storm Water Fund's ability to make this transfer stems from total compensation savings (i.e., wages and benefits totaling \$131,300) associated with the personnel costs of the previous Stormwater Manager, who resigned in July 2025.

The other direct costs, direct expenses in the General Fund that benefit the Storm Water Fund's operations, such as utility billing, administrative staff support, accounting and auditing, and mowing of stormwater basins, are not being proposed to be reimbursed in FY 2027. These costs were estimated to be \$84,500 more than what the Storm Water Fund will pay in FY 2027 (for a total of \$186,800 = \$102,000 + \$84,500) and were calculated in FY 2027 by the City Manager and Finance Director, who conducted a simple cost allocation to determine the amount associated with this transfer based on a percentage of the General Fund's expenses (using the prior year's budget), which roughly reflects the services provided to the Storm Water Fund. Determining the expense allocation percentage can be a complex exercise involving formulas; however, in this iteration, most of the allocation was based on reasoned judgment.

In some cases, a more direct mathematical approach was used, such as estimating the cost of mowing stormwater basins. To estimate the expense of maintaining native vegetation, the unit price of \$80 per acre is used (this was the price per acre that a local municipality paid a contractor to maintain the property), multiplied by the number of acres in native vegetation or manicured grass multiplied by the number of weeks in which the vegetation is maintained during a season (from the beginning of March to the end of October).

As noted above, the Storm Drain Fund will transfer \$102,300 to the General Fund to support stormwater activities, namely the work performed by the City Engineer and Code Enforcement Officer. There is a corresponding revenue line, 10-3415 Administrative Services Storm Water, in the General Fund to which the transfer will be received. An itemized table of administrative and operational expenses, allocation percentages, prior-year budgeted expenses, and the total cost that the Storm Water Fund will reimburse the General Fund is included in Appendix "I." However, other expenses (being \$84,500 in FY 2027) named above will not occur until after the City Council considers increasing. Budget \$102,300 in FY 2027.

Appendix “I”- Draft FY 2026 Storm Water Fund Administrative Services Cost Share (Transfer to General Fund).

STORMWATER ADMINISTRATIVE SERVICES ALLOCATION FY2027 BUDGET YEAR

		ALLOCATION %	FY27 ESTIMATES	TOTAL FY 2027	Notes
10-4311	CITY MANAGER	5%	\$ 235,728.29	\$ 11,786.41	FY 2027 Budgeted total compensation value for position
10-4311	CITY ENGINEER & STORM WATER MANAGER	20%	\$ 219,728.29	\$ 43,945.66	FY 2027 Budgeted total compensation value for position
10-6011	PUBLIC WORKS DIRECTOR	5%	\$ 172,538.69	\$ 8,626.93	Estimated that compensation was similar to Engineer
10-4335	CITY TREASURER & FINANCE DIRECTOR	5%	\$ 66,400.00	\$ 3,320.00	
10-4311	ACCOUNTS PAYABLE CLERK (CITY RECORDER)	5%	\$ 119,985.09	\$ 5,999.25	FY 2027 Budgeted total compensation value for position
10-4811	CODE ENFORCEMENT OFFICER & STORM WATER INSPECTOR	50%	\$ 116,594.91	\$ 58,297.45	FY 2027 Budgeted total compensation value for position
10-4330	AUDITORS	5%	\$ 11,250.00	\$ 562.50	FY 2026 Proposed audit amount
10-6111	UTILITY CLERK/RECEPTIONIST	5%	\$ 103,138.03	\$ 5,156.90	Note 2, FY 2025 Budgeted total compensation value for position
10-6111	UTILITY SUPERVISOR (WHSSD RECORDER)	5%	\$ 111,000.42	\$ 5,550.02	Note 2, FY 2025 Budgeted total compensation value for position
10-5135	WORKMENS COMPENSATION FUND	5%	\$ 15,100.00	\$ 755.00	FY 2027 ULGT Quote, is subject to audit at end of year based upon wages
10-5145	TELEPHONE	5%	\$ 32,000.00	\$ 1,600.00	
10-5150	INSURANCE	5%	\$ 67,100.00	\$ 3,355.00	FY 2027 Quote from ULGT
10-4390	EDUCATION - COMMUNITY PROMOTION	0%	\$ 6,000.00	\$ -	
10-5170	MAINTENANCE	5%	\$ 50,700.00	\$ 2,535.00	\$40k City Hall Parking Lot and \$10.7k City Hall Roof
10-5230	PROFESSIONAL SERVICES	5%	\$ 7,995.00	\$ 399.75	The KPD cleaning services for City Hall are \$7,995,
10-5175	UTILITIES	5%	\$ 55,000.00	\$ 2,750.00	FY 2027 Budget number
10-5151	VEHICLE MAINTENANCE	5%	\$ 50,000.00	\$ 2,500.00	FY 2027 Budget number
10-5152	FUEL	5%	\$ 40,000.00	\$ 2,000.00	FY 2027 Budget number
	MOWING	Note 1	Note 1	\$ 27,684.00	
Total Administration Services Fee:				\$ 186,823.89	
Amount Paid FY 2027:				\$ 102,243.11	
Difference:				\$ 84,580.78	

West Haven Owned Storm Water Detention Basins			
Parcel	Approx. Acres	Location	Note
Storm Detention Basins- Native Vegetation			
80300003	7.77	Wetlands RKB Park	Native Vegetation-Future Detention
80300004	12.75	Wetlands RKB Park	Native Vegetation-Future Detention
80510229	5	3000 W 4000 S	Native Vegetation-Det. Pond
84550030	0.34	3250 W 3450 W	? Marked as det on plat
85320007	1.33	3825 S 3100 W Cambridge	Native Vegetation-Det. Pond
86210113	0.41	3150 W 3900 S Salt Point	Rock-Det. Pond
86780108	1.52	Salt Point NW	Native Vegetation-Future Detention ?
154060025	5.9	Windsor West	Native Vegetation-Future det./Park
154220032	2.68	Secrist	Acts as det. Future Trail on plat
154440016	0.5	S/E Corner of Seclusion	Native Vegetation-Unknown
156740018	0.22	2425 S 2200 W	Can't find
80500130	3.2	3900 W West Haven Elm. Ponds	Native Vegetation-Det. Pond
Total Acres	41.62		
Storm Detention Basins- Manicured Grass			
80500006	0.25	4150 S 3900 W	Manicured Grass-City Hall Pond
84500014	0.29	3450 W 4425 S	Manicured Grass-Det. Pond
86690055	1.19	3275 W 3800 S Salt Point South	Manicured Grass-Det./Park
86300130	2.9	3275 W 3800 S Salt Point North	Manicured Grass-Det. Pond
154200069	0.95	Holmes	Manicured Grass-Det./Park
156840059	0.74	Sycamore	Manicured Grass-Det./Park
Total Acres:	6.32		

Final Budget Memo FY 2027

Note ¹: *Maintenance of Storm Water Basins.* As described above, stormwater detention basins are landscaped to control erosion, enhance water infiltration, and assist in water quality treatment. The basins are typically landscaped with manicured turf or native vegetation. Both types of landscaping require ongoing maintenance, which is currently being provided by the General Fund (Fund 10).

Below is a table showing the landscaping type and acreage for these stormwater basins. It is worth noting that some of the stormwater basins noted in the table are blended with public park space. In these cases, the portion attributed to stormwater was delineated from the public park space. The Storm Water Fund (Fund 51) is anticipated to reimburse West Haven City's General Fund (Fund 10) annually for the total cost of maintaining stormwater basins. To estimate the expense of maintaining native vegetation, the unit price of \$80 per acre is used (this was the price per acre that Tremonton City paid a contractor to maintain the property), multiplied by the number of acres in native vegetation being 41.62 multiplied by the number of weeks in which the vegetation is maintained being a maximum of 3 times during a season (from the beginning of March to the end of October). Future budget impacts to the Storm Water Fund could be \$9,988 for the native vegetation.

To estimate the expense of maintaining manicured grass, the unit price of \$80 per acre is used, multiplied by the number of acres in manicured grass, which is 6.32, multiplied by the number of weeks in which the grass is maintained, which is 35 weeks (8 months every year, from the beginning of March to the end of October). Future budget impacts to the Storm Water Fund could be \$17,696 for manicured grass. The estimated cost to maintain native vegetation and manicured grass stormwater basins is approximately \$27,684.

Note ²: The West Haven Special Sewer District provides billing services for stormwater and garbage utilities. More specifically, the Utility Billing Clerk and WHSSD Recorder, who also provide billing services to the City for both the Storm Water Fund (Fund 51) and sanitation services, i.e., curbside collection of residential garbage (Fund 10). More specifically, the WHSSD billing services include sending utility bills, entering utility payments, coordinating new utility accounts, and overseeing collections and bankruptcies.

As enumerated in Attachment A of WHC Resolution 47-2024 (an Interlocal Agreement with the WHSSD for the City to provide administrative and operational services to the WHSSD and for WHSSD to reimburse the City for these services), the WHSSD pays 100% for the staff attributed billing of utilities. However, there is a 20% reduction for Billing/Customer Service for the Utility Clerk and the Utility Clerk Supervisor. The 20% reduction represents the City's portion of the employee expense attributed to billing/customer services. This 20% of the City's share is divided 50% to the General Fund for garbage collection billing and 50% to the storm water fund for billing and customer service for the storm water utility fee.



WEST HAVEN CITY COUNCIL MEETING MINUTES

August 5, 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
Excused:	

5:00 SPECIAL CITY COUNCIL MEETING – IN CITY COUNCIL CHAMBERS

- MEETING CALLED TO ORDER:** **Mayor Vanderwood**
The Council met at a specially scheduled meeting held in the Council Chambers. Mayor Vanderwood brought to meeting to order at 5:01 PM and welcomed those in attendance.
- 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 Saunders made a motion to enter into a closed session. **Councilmember Call** seconded the motion.

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

Councilmember Morse entered at 5:12 PM.

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

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

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

3. ADJOURNMENT

Councilmember Saunders made a motion to adjourn at 6:03 PM. **Councilmember Morse** seconded the motion.

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

6:00 REGULAR CITY COUNCIL MEETING

- MEETING BROUGHT TO ORDER:**
The Council met at their regularly scheduled meeting held in the Council Chambers. Mayor Vanderwood brought the meeting to order at 6:03 PM and welcomed those in attendance.
- OPENING CEREMONIES**
 - PLEDGE OF ALLEGIANCE** Councilmember Swapp
 - PRAYER/MOMENT OF SILENCE** Councilmember Dixon

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.

Joshua Preciado and Arazeliy Martinez requested a community book program to improve literacy rates. They suggested installing 2-3 book lockers in various places in the city that would allow for a book exchange.

4. **UPCOMING EVENTS**

Drawing Workshop-The Barn	August 10, 2026	6:00 PM
Open Sew Night-The Barn	August 17, 2026	5:00 PM
Music Circle-The Barn	August 24, 2026	7:00 PM
Senior Lunch Bunch-The Barn-Mayor Vanderwood	August 26, 2026	11:30 AM

5. **COUNCIL UPDATES**

Councilmember Morse reported the temporary parking signs that were placed on 1800 S were extremely helpful to the community.

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

6. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES

MEETING HELD

July 15, 2026

B. WEBER COUNTY SHERIFF

\$262,005.00

Inv.#79297

C. STAKER PARSON COMPANIES

\$571,649.81

Inv.#214114-3

Councilmember Call made a correction to the minutes on item 8, it should have included the addition of the word power in section 9.1 in the motion that was passed.

Councilmember Morse 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:	

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

A. ACTION ON ORDINANCE 16-2026-AMENDMENT TO THE ZONING MAP FROM A-1 TO C-2-2231 W 1800 S (PARCELS 150710030, 150710069, 150750018-DAYNA JARDINE

Tucker Jardine said most of the property is currently functioning as C-2.

Stephen Nelson confirmed the largest portion of the property is operating as C-2.

Councilmember Swapp said he would prefer that the general plan be passed before making a decision on these parcels.

Councilmember Dixon said she is inclined to agree with Councilmember Swapp.

Mayor Vanderwood said the proposed road is still currently a proposal.

Mr. Jardine said he is committed to working with the City. He said 1800 S does not currently operate well and would like to see the issues with it rectified.

Councilmember Swapp asked Mr. Jardine if he would entertain only rezoning the parcels that LWE is on.

Mr. Jardine confirmed they would prefer having two of the parcels rezoned tonight instead of a denial for all parcels.

Councilmember Saunders said rezoning the two parcels tonight does not guarantee the last parcel will be rezoned in the future.

Councilmember Call made a motion to adopt ordinance 16-2026 to include parcel numbers 150710069 and 150710030 but that the ordinance does not include parcel number 150750018. **Councilmember Morse** seconded the motion.

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

B. ACTION ON ORDINANCE 10-2026-AMEND THE ZONING MAP FROM M-1 TO R-3-APPROX. 2410 HINCKLEY DRIVE PARCEL #080060075-APPLICANT HAYLEY PRATT, CASTLEWOOD DEVELOPMENT-STEPHEN NELSON, COMMUNITY DEVELOPMENT DIRECTOR

Darlene Carter said they addressed the turn around component in the development, added sprinklers to every unit, and surface parking.

Councilmember Dixon expressed concern about there not being a second egress.

Councilmember Swapp said he thinks this should be addressed after getting the general plan. He said he isn't sure that having high density here is the right fit.

Councilmember Saunders said he thinks the general plan is important, but he feels the concept presented makes sense in this area.

Councilmember Morse agreed with Councilmember Saunders.

Ms. Carter said that having sprinklers in every unit is a unique thing for residential communities.

Councilmember Call agreed that sprinklers help but fires are not the only emergency possible. She suggested adding another road stubbed into the property to the north.

Ms. Carter said they could add that.

Councilmember Saunders made a motion to adopt ordinance 10-2026 with the changes recommended by Planning Commission, with the condition that they follow the concept attached, and a second stubbed road to the northern property. **Councilmember Call** seconded the motion.

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

Ms. Carter asked if the City Council would consider single family homes for this parcel.

Councilmember Swapp said he doesn't think everything needs to be residential and would like to see someone purchase the property to the north.

Ms. Carter said the property owner isn't a willing seller.

Councilmember Call said she doesn't think this area is the right fit for townhomes.

Councilmember Dixon said she is willing to look at whatever new plan they present.

Councilmember Call made a motion to deny ordinance 10-2026 on the grounds that we are currently reviewing the general plan map and would like to see that in the future as well as the issues with health, safety, and welfare concerns.

Councilmember Dixon seconded the motion.

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

8. REPORT-SOCIAL MEDIA REPORT-MICHELLE WITTE, SOCIAL MEDIA COORDINATOR AND ADMINISTRATIVE ASSISTANT

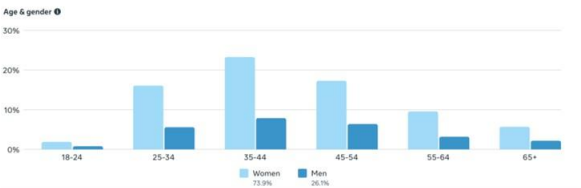
Michelle Witte gave a presentation on our social media accounts.

WEST HAVEN CITY 2026 SOCIAL MEDIA SUMMARY

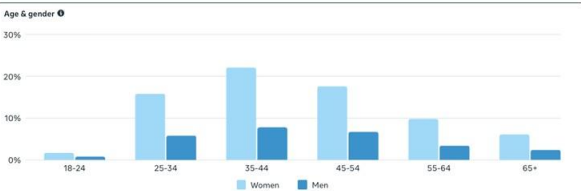
Presented by Michelle Witte
West Haven City Social Media Coordinator

FACEBOOK AUDIENCE: AGE & GENDER

2025

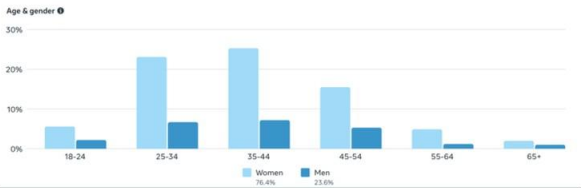


2026

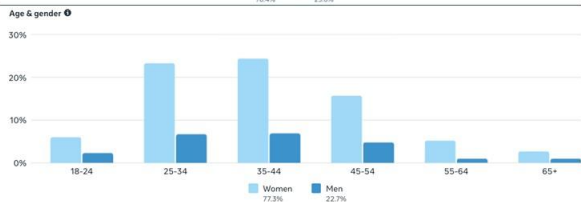


INSTAGRAM AUDIENCE: AGE & GENDER

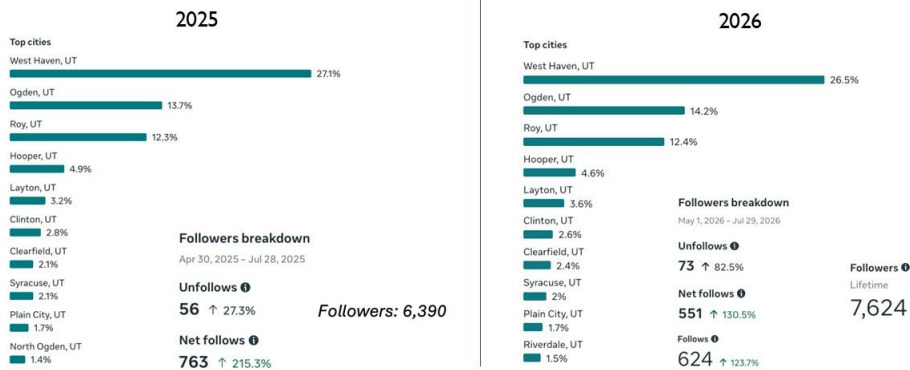
2025



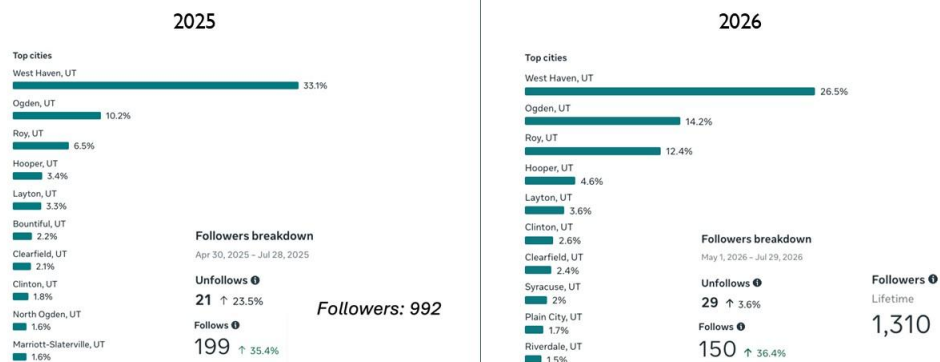
2026



FACEBOOK AUDIENCE: LOCATION & FOLLOWS

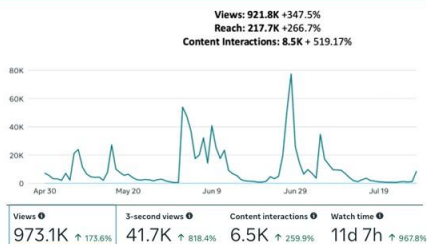


INSTAGRAM AUDIENCE: LOCATION & FOLLOWS

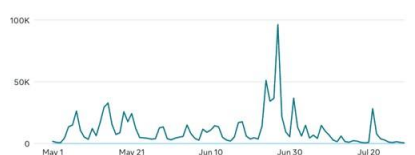


FACEBOOK VIEWS

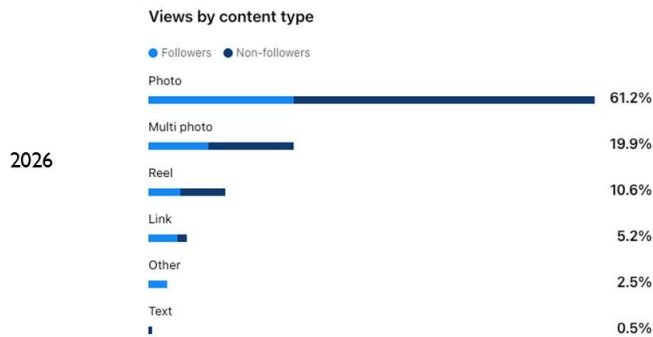
2025



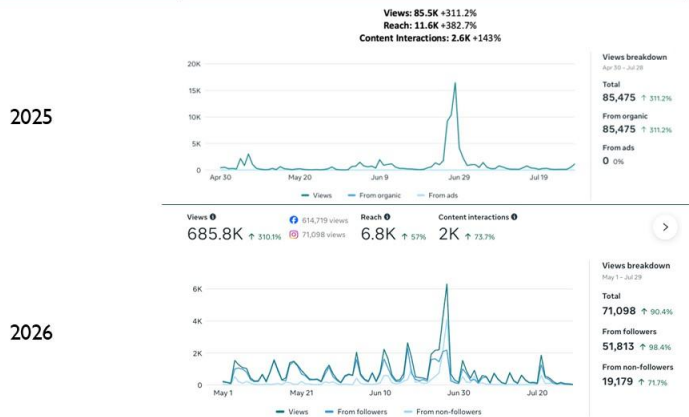
2026



FACEBOOK VIEWS BY CONTENT TYPE



INSTAGRAM VIEWS



FACEBOOK: TOP CONTENT BY VIEWS

Top content by views

Boost content See all content



It is a great honor that Nina and Gordon Doxson...

Wed Jun 24, 10:13am

69.6K 399 70 18



Mayor's Statement - West Haven City Due...

Wed Jul 1, 12:30pm

47.6K 412 163 25



Join us for the spectacular grand...

Thu May 14, 11:24am

44.2K 208 9 64



This year's winner of the burnout...

Fri Jun 26, 10:42pm

40.0K 464 24 34



Mayor's Message to the Residents of Wes...

Tue Jul 21, 10:26am

33.3K 376 100 17

INSTAGRAM: TOP CONTENT BY VIEWS

Top content by views

Boost content

See all content



This year's winner of the burnout...
Fri Jun 26, 10:43pm
40.0K views
464 likes
24 comments
34 shares



And the new Miss Rodeo West Haven...
Thu Jun 11, 9:03pm
15.6K views
195 likes
15 comments
5 shares



Mayor's Message to the Residents of West Haven...
Tue Jul 21, 10:26am
33.3K views
376 likes
100 comments
17 shares



WEST HAVEN DAYS EVENTS: Activities on Saturday, June 27th
Sat Jun 27, 7:00am
1.9K views
24 likes
1 comment
6 shares

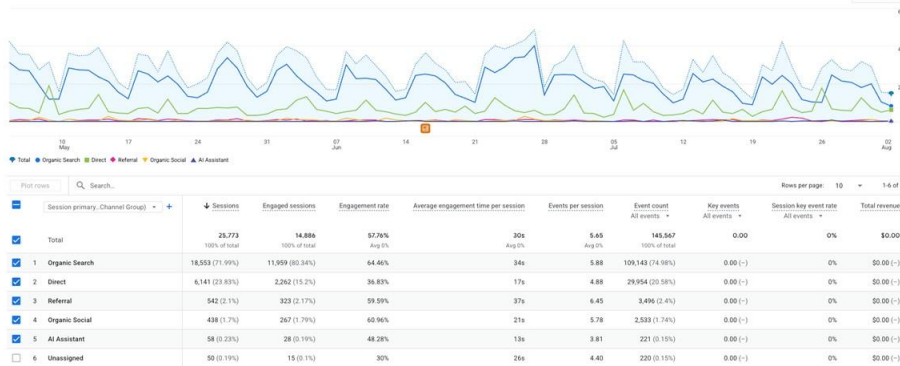


At the City Council meeting tonight, the...
Wed Jun 17, 7:06pm
15.4K views
165 likes
8 comments
2 shares

WEST HAVEN CITY WEBSITE: TRAFFIC SOURCE

www.westhavenut.gov

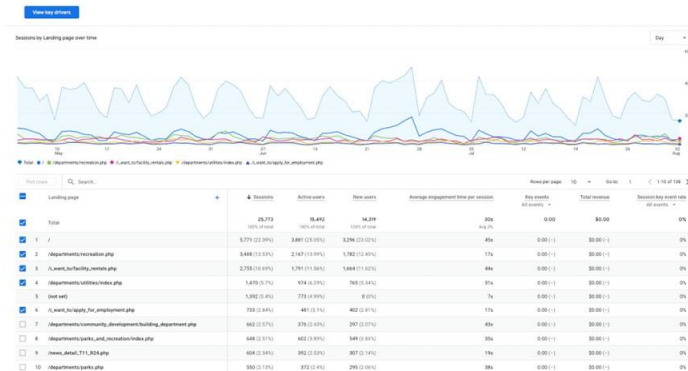
Sessions by Session primary channel group (Default Channel Group) over time



WEST HAVEN CITY WEBSITE: LANDING PAGE

www.westhavenut.gov

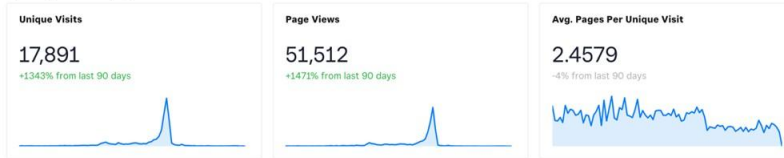
On July 31, 2024, sessions for "/departments/recreation.php" rose to 65, far exceeding the expected 17. This spike was driven by a surge in organic search traffic from 13 to 63 and a jump in Safari users from 10 to 46.



WEST HAVEN DAYS WEBSITE

www.westhavendays.com

Data range: April 30 – July 28, 2025



Data range: May 2 – July 30, 2026 (note: data peaked on Saturday, June 27)



QUESTIONS?

2025 data was gathered by Jenessa Sullivan with the date range of April 30 – July 28, 2025, for all websites.
2026 data was gathered by Michelle Witte with the date ranges of May 1 – July 29, 2026, for Facebook and Instagram; May 3 – August 2, 2026, for the West Haven City website; and May 2 – July 30, 2026, for West Haven Days website.

9. **PRESENTATION-CITY MANAGER QUARTERLY AUDIT REPORT-SHAWN WARNKE, CITY MANAGER**
Shawn Warnke gave a presentation on the quarterly audit report.

10. **ADJOURNMENT**

Councilmember Morse made a motion to adjourn at 8:00 PM. **Councilmember Saunders** seconded the motion.

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

Emily Green
City Recorder

Date Approved:

STAFF REPORT

TO: Mayor and City Council
FROM: Shawn Warnke, City Manager
DATE: August 19, 2026
SUBJECT: Resolution Amending FY 2027 Budget



Budget Amendments. The budget is the best estimate of future revenues and expenses. However, these best estimates are subject to adjustments needed to account for changes that arise over the course of a fiscal year. One contemplated adjustment is to change the scope of some budgeted projects. Specifically, the City Council has requested additional bid schedules to complete more of Poulter Pond than the FY 2027 budget originally estimated. Furthermore, City staff has encountered some budget errors while implementing the FY 2027 Budget. For all these reasons, budget amendments are being proposed to address these items.

10 - General Fund.

- **10-5211 Janitor Wages & 10-5213 Janitor Taxes.** The City has been employing a part-time individual to perform cleaning services at park restrooms and the Ronald Shultz Maintenance Building (the Public Works, Parks, and Recreation Building) twice a week. The FY 2027 Budget included funds to outsource the cleaning of public restrooms to KPD Ventures LLC, a professional cleaning company that provides services to City Hall and the Barn Community Center. This budget amendment now proposes outsourcing the twice-a-week cleaning of the Ronald Shultz Maintenance Building (the Public Works, Parks, and Recreation Building) to KPD Ventures LLC. These amendments to wages and benefits reduce the dollar amount of this line item by \$10,000. There is a corresponding increase in account code 10-5230, *Professional Services*, which transfers funds from one expense account code to another. Budget decrease of \$10,000 total between the two wages and benefits account codes.
- **10-5230 Professional Services.** The City uses a professional cleaning company that provides services for City Hall and the Barn Community Center. Since that time, the City has added the cleaning of the Park Restrooms, Pavilion, and Kitchenettes, and now, with this budget amendment, the twice-a-week cleaning of the Ronald Shultz Maintenance Building. As described above, there is a corresponding decrease in account code 10-5211 *Janitor Wages & 10-5213 Janitor Taxes*, which moves money from one expense account code to another. Budget increase of \$10,000.

13- Capital Projects Fund.

Fund Balance & Transfers – Revenues.

- **13-3910 Assigned Special Projects.** Given the complexities of multiple funding sources for the same capital project and to ensure that expenditures are coded correctly, the Capital Projects Fund Budget is drafted through the combined efforts of Katie Giddens, the City Finance Director, and Shawn Warnke, City Manager. This process generally works well; however, during budget administration, it became apparent to the City Manager and the Finance Director that there was a disconnect between the memo (City Manager's efforts) and the Capital Project spreadsheet (Finance Director's efforts).

Essentially, it was intended that the City budget \$1,724,500 in revenue from *13-3910 Assigned Special Projects* in FY 2027 to complete a portion of Windsor Park. This budget amendment corrects the aforementioned error and appropriates the originally intended revenue. There is a corresponding increase in the expense account code of *13-4533 Parks CP- Unrestricted*. Increase this account code by \$1,724,500.

It should be noted that the City Council's appropriation of \$1,724,500 (from non-impact fees) and the expenditure of these funds on Windsor Park (an impact-fee-eligible project) will increase per capita impact fee spending and, in the future, increase the maximum amount of impact fees that can be collected when the Impact Fee Facilities Plan (IFFP) and the Impact Fee Analysis (IFA) are updated. More specifically, once the \$1,724,500 is spent, the "Assigned as Special Projects - City Council" will be removed from the Capital Project Balance Sheet. Since, in essence, the City is using Fund Balance (rather than impact fees) for an impact fee-eligible project, the next iteration of the Impact Fee Analysis will show that the level of service (i.e., level of investment) will increase, which should increase the impact fees that can be charged in subsequent planning windows.

- **13-3910 Use (Contribution) of Park Impact Balance.** As described above, \$1,724,500 was inadvertently budgeted in impact fees to fund the completion of Windsor Park, rather than funds from the Assigned Special Projects. This budget amendment reduces the use of impact fees to the appropriate amount to balance the FY 2027 Budget for park projects. There is a corresponding decrease in the expense account code of *13-4530 Parks CP- Impact Fees*. Decrease this account code by \$144,500.
- **13-3999 Use (Contribution) of Fund Balance.** As explained in greater detail below, the City Council appropriated \$135,000 in funds to purchase the bucket truck. Unfortunately, the \$135,000 figure did not include the truck and chassis, but only the bed, which included the hydraulically operated boom that articulates a bucket. Essentially, the cost of the truck is an additional \$60,000. Increase this account code by \$60,000.

PARK CAPITAL PROJECTS

13-4530 Parks CP- Impact Fees. As described in greater detail above, this adjustment reduces impact fee expenses by \$144,500, bringing them to the correct amount to balance the budget. The remaining funds in this account code total \$1,830,000 and are earmarked for the project shown in the table below. Decrease this account code by \$144,500.

Amount	Project Name
▪ \$250,000	Trail Corridor Acquisition & Improvements
▪ \$275,000	Poulter Pond Phase 2 (Green Farms)
▪ \$100,100	Poulter Pond Pavilion (Green Farms)
▪ \$14,600	Poulter Pond Benches (Green Farms)
▪ \$83,600	The Barn Park Restroom (Green Farms)
▪ \$355,108	Poulter Pond (Budget Amendment)
▪ <u>\$751,592</u>	Windsor Park (Budget amendment if bids exceed the \$2,224,500 already budgeted)
<u>\$1,830,000</u>	Grand Total

- 13-4533 Parks CP- Unrestricted. As described in greater detail above, the adjustment increases this expense account to the correct amount, thereby balancing the budget. Increase this account code by \$1,724,465.

The net effect of these adjustments, decreasing 13-4530 Parks CP- Impact Fees by \$144,500 and increasing 13-4533 Parks CP- Unrestricted by \$1,724,465, is to provide resources to fund both the completion of Windsor Park and Poulter Pond. As further described below:

- *Poulter Pond.* The City staff has prepared bid documents for three schedules for Poulter Pond, as shown on the map below, with callouts describing or summarizing the improvements. This budget amendment allows the City Council to consider awarding all three schedules, which is a separate item on the City Council agenda. The lowest bids for the three schedules total \$775,108.

The existing FY 2027 Budget appropriated \$325,000 for shoreline improvements and flow meters. Additionally, there is a \$95,000 contribution from Nilsen Homes, attributed to the Green Farms MDA, that is not included in the FY 2027 Budget. The City also budgeted funds to purchase benches and a pavilion, which are not part of the bid award on the City Council's agenda and will be purchased by the City under the State Contract.

The budget amendments described above will provide the resources needed to complete the three bid schedules for Poulter Pond and will likely include contingency funding for a change order or other unanticipated expenses.

NONDEPARTMENTAL CAPITAL PROJECTS

- **13-5015 Non-Departmental CP- Equipment- Bucket Truck.** Bucket trucks, also known as aerial lifts, are trucks equipped with a hydraulically operated boom that articulates a bucket or platform. During the FY 2027 Budget process, the Mayor and City Council deliberated on purchasing a bucket truck. After thoughtful discussion and consideration of the uses noted further below in this section, the City Council appropriated \$135,000 to purchase the bucket truck. Unfortunately, the \$135,000 figure did not include the truck and chassis, but only the bed, which included the hydraulically operated boom that articulates a bucket. Essentially, the cost of the truck is an additional \$60,000.

Bucket trucks are essential for completing various tasks efficiently and safely within Public Works and Park Departments. The efficiencies are attributed to enabling City employees to reach significant heights, allowing them to access areas that would otherwise be difficult or impossible to reach. Bucket trucks require minimal setup, and once the employee is in the bucket, they can maneuver it to complete tasks without dismounting to reposition the work platform. This type of maneuverability reduces setup time, allowing tasks to be completed more quickly.

Additionally, bucket trucks provide a measure of safety, as the bucket serves as a stable, secure platform for workers, reducing the risk of falls compared with climbing ladders or scaffolding. Bucket trucks provide access to uneven terrain, where ladders or scaffolding would otherwise compromise employee safety.

Specific applications of how this bucket truck is used within the Public Works and Parks Department to complete tasks efficiently and safely include the following:

- Pruning Trees. Pruning or removing trees that interfere with power lines, obstruct visibility, or pose safety hazards.
- Building Maintenance. Painting, cleaning, inspecting, and other building maintenance.
- Holiday Decorations. Installing Christmas lights, flags, and banners mounted on streetlights, as well as other tasks that require working at height.
- City Signage. Installing and maintaining signage such as road signs, street signs, school zone lights, pedestrian-activated flashing lights, radar speed limit signs,

Increase budget by \$60,000.



RESOLUTION NO. 30-2026

A RESOLUTION OF WEST HAVEN CITY, UTAH, AMENDING THE CITY'S 2026-2027 BUDGET BY MAKING CERTAIN CHANGES TO VARIOUS OF THE CITY'S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I. RECITALS

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

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

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

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

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST HAVEN THAT THE WEST HAVEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2026-2027 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION II. CHANGES TO BUDGET

1. Those changes set out in **Attachment "A"** of the 19th day of August 2026, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various City departments and funds represented, ought to be, and the same are, amended, re-adopted, and enacted as amendments to the fiscal year 2026-2027 Budget for West Haven City.
2. With the approval of this Resolution, the City Council is expressly releasing \$1,724,465 on the Capital Project's Balance Sheet as being classified as "Assigned for Special Project," and appropriates these funds for unrestricted purposes. This is a continuation of the authorization in Ordinance No. 05-2025, which adopted the FY 2026 Budget, and Resolution No. 21-2026, which adopted the FY 2027 Budget.
3. That the Mayor is authorized to sign this Resolution.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

BE IT FURTHER RESOLVED, this Resolution shall become effective on the 19th day of August 2026.

DATED this 19th day of August 2026.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and recorded.

Emily Green
City Recorder

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

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

DRAFT

ATTACHMENT “A”

RESOLUTION NO. 30-2026

A Resolution of the City Council of West Haven City, Utah, Amending the City’s 2026-2027 Budget by Making Certain Changes to Various of the City’s Funds; Accounting for Revenue and Expenditure Changes; and Establishing an Effective Date

DRAFT

CITY OF WEST HAVEN
GENERAL FUND

FY2027 BUDGET				FY2027 AMENDMENTS		
	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
REVENUES						
TAX						
10-3130 SALES AND USE TAX	6,200,608	6,497,769	6,363,000	6,363,000		6,363,000
10-3136 ENERGY TAX	-	-	905,200	905,200		905,200
10-3140 FRANCHISE TAX	87,514	71,090	80,000	80,000		80,000
10-3191 TELECOMMUNICATIONS TAX	54,405	53,901	55,000	55,000		55,000
10-3192 MUNICIPALITY GRANT	16,739	16,739	16,700	16,700		16,700
10-3193 ROOM TAX	72,787	72,184	72,000	72,000		72,000
TOTAL TAX	6,432,052	6,711,683	7,491,900	7,491,900	-	7,491,900
LICENSE AND PERMITS						
10-3200 LICENSES AND PERMITS	-	-	-	-		-
10-3210 BUSINESS LICENSES	132,786	125,000	127,000	127,000		127,000
10-3220 MISCELLANEOUS BUILDING PERMIT FEES	248,038	252,926	119,300	119,300		119,300
10-3225 MISCELLANEOUS DEVELOPMENT FEES	57,002	35,441	33,000	33,000		33,000
10-3221 BUILDING PERMITS	911,943	794,614	563,500	563,500		563,500
TOTAL LICENSE AND PERMITS	1,349,769	1,207,980	842,800	842,800	-	842,800
INTERGOVERNMENTAL REVENUES						
10-3335 ARPA FUNDING	-	-	-	-		-
10-3341 UDOT/WASATCH FRONT	-	-	-	-		-
10-3345 LOCAL GRANTS	-	1,800	-	-		-
10-3347 RAMP GRANTS	54,096	20,087	-	-		-
TOTAL INTERGOVERNMENTAL REVENUES	54,096	21,887	-	-	-	-
CHARGES FOR SERVICES						
10-3410 ADMINISTRATIVE SERVICES WHSSD	650,724	600,827	591,200	591,200		591,200
10-3415 ADMINISTRATIVE SERVICES STORM WATER	-	-	102,300	102,300		102,300
10-3471 HERITAGE DAYS	56,331	22,554	55,000	55,000		55,000
10-3472 PARK RENTAL FEES	7,676	7,496	7,000	7,000		7,000
10-3473 FALL RODEO	-	-	-	-		-
10-3474 RECREATION CONCESSIONS AND SAL	2,015	2,084	2,000	2,000		2,000
10-3475 RECREATION FEES	140,992	150,397	135,000	135,000		135,000
10-3476 DONATIONS	2,699	1,104	1,000	1,000		1,000
10-3477 RECREATION FEE WAIVERS	-	-	(2,500)	(2,500)		(2,500)
10-3479 BARN COMMUNITY CENTER RENTAL	78,943	122,702	89,000	89,000		89,000
10-3480 COMMUNITY ROOM RENTAL	6,915	4,140	1,500	1,500		1,500
10-3485 SANITATION SERVICES	931,653	999,670	1,032,960	1,032,960		1,032,960
10-3490 MISCELLANEOUS SERVICES	-	238	-	-		-
TOTAL CHARGES FOR SERVICES	1,877,948	1,911,214	2,014,460	2,014,460	-	2,014,460
MISCELLANEOUS REVENUES						
10-3605 FINES AND FORFEITURES	183,049	171,413	165,000	165,000		165,000
10-3610 INTEREST EARNINGS	166,065	143,758	108,000	108,000		108,000
10-3640 SALE OF FIXED ASSETS	1,500	-	500	500		500
10-3650 MISCELLANEOUS REVENUES	13,009	36,037	20,000	20,000		20,000
10-3660 OTHER FINANCING SOURCE	-	-	-	-		-
10-3998 USE OF RESTRICTED FUND BALANCE	-	-	7,000	7,000		7,000
10-3999 USE (CONTRIBUTION) OF UNRESTRICTED FUND BAL	-	-	699,090	699,090		699,090
TOTAL MISCELLANEOUS REVENUES	363,623	351,208	999,590	999,590	-	999,590
TOTAL FUND REVENUE	10,077,487	10,203,972	11,348,750	11,348,750	-	11,348,750

CITY OF WEST HAVEN
GENERAL FUND

FY2027 BUDGET					FY2027 AMENDMENTS		
					ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
EXPENSES	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET				
LEGISLATIVE					-	-	-
10-4111 SALARIES AND WAGES	101,810	101,618	108,100		108,100		108,100
10-4113 SOCIAL SECURITY	7,788	7,774	8,100		8,100		8,100
10-4114 EMPLOYEE BENEFITS	16,110	15,337	15,400		15,400		15,400
10-4115 CITY COUNCIL TRAINING AND TRAV	5,280	7,543	8,000		8,000		8,000
10-4116 CITY COUNCIL PROJECTS	18,750	1,500	31,000		31,000		31,000
10-4123 CLOTHING ALLOWANCE	-	-	600		600		600
10-4137 ELECTIONS	-	24,300	-		-		-
10-4143 YOUTH COUNCIL	1,265	82	5,000		5,000		5,000
TOTAL LEGISLATIVE	151,003	158,154	176,200		176,200	-	176,200
PUBLIC SAFETY					-	-	-
10-4210 POLICE DEPARTMENT	2,022,530	2,391,984	2,708,000		2,708,000		2,708,000
10-4211 CROSSING GUARDS	36,225	53,341	79,700		79,700		79,700
10-4213 CROSSING GUARDS TAXES	3,301	4,081	6,000		6,000		6,000
10-4241 EMERGENCY MANAGEMENT	12,265	10,588	18,350		18,350		18,350
10-4245 EMERGENCY MANAGER	-	-	33,300		33,300		33,300
10-4246 EMERGENCY MANAGER SOCIAL SECURITY	-	-	2,500		2,500		2,500
10-4253 ANIMAL CONTROL	118,612	118,612	153,000		153,000		153,000
TOTAL PUBLIC SAFETY	2,192,932	2,578,606	3,000,850		3,000,850	-	3,000,850
ADMINISTRATIVE					-	-	-
10-4311 SALARIES AND WAGES	490,868	526,137	563,400		563,400		563,400
10-4312 SALARIES AND WAGES - RECORDER	-	-	-		-		-
10-4313 SOCIAL SECURITY	37,754	39,993	42,300		42,300		42,300
10-4314 EMPLOYEE BENEFITS	181,482	163,336	185,000		185,000		185,000
10-4315 SOCIAL SECURITY - RECORDER & O	-	-	-		-		-
10-4316 EMPLOYEE BENEFITS - RECORDER &	-	-	-		-		-
10-4317 TRAINING/TRAVEL	5,128	8,164	9,200		9,200		9,200
10-4324 OFFICE SUPPLIES	21,178	19,347	24,000		24,000		24,000
10-4325 FURNITURE AND FIXTURES	47,891	-	-		-		-
10-4330 AUDIT	14,000	10,600	11,250		11,250		11,250
10-4332 ATTORNEY	208,174	188,742	236,000		236,000		236,000
10-4333 OUTSIDE SERVICES	-	-	1,000		1,000		1,000
10-4334 ECONOMIC DEVELOPMENT	18,540	22,032	10,000		10,000		10,000
10-4335 TREASURER	63,125	58,234	66,400		66,400		66,400
10-4363 TRAINING & TRAVEL	-	-	-		-		-
10-4390 EDUCATION - COMMUNITY PROMOTIO	6,299	12,486	42,900		42,900		42,900
TOTAL ADMINISTRATIVE	1,094,438	1,049,072	1,191,450		1,191,450	-	1,191,450
PLANNING AND ZONING					-	-	-
10-4423 CLOTHING ALLOWANCE	-	-	1,200		1,200		1,200
10-4465 PLANNING COMMITTEE	42,848	46,232	45,000		45,000		45,000
10-4466 PLANNING COM. SOCIAL SECURITY	3,278	3,266	3,500		3,500		3,500
10-4467 TRAINING AND TRAVEL	191	-	1,000		1,000		1,000
TOTAL PLANNING AND ZONING	46,317	49,498	50,700		50,700	-	50,700
PARKS					-	-	-
10-4511 PARKS SALARIES AND WAGES	403,585	476,585	498,600		498,600		498,600
10-4512 PARKS SEASONAL WAGES	8,492	-	27,400		27,400		27,400
10-4513 PARKS SOCIAL SECURITY	31,525	36,456	39,500		39,500		39,500
10-4514 EMPLOYEE BENEFITS	172,632	162,745	186,800		186,800		186,800
10-4515 PROFESSIONAL SERVICES	37,390	34,140	160,000		160,000		160,000
10-4516 TRAINING AND TRAVEL	3,976	7,696	6,200		6,200		6,200
10-4540 MATERIALS AND SUPPLIES	156,134	224,202	225,900		225,900		225,900
10-4541 MAINTENANCE	42,990	5,880	-		-		-
10-4542 CEMETERY EXPENSE	-	-	4,900		4,900		4,900
10-4543 ASPHALT MAINTENANCE PROJECTS	-	55,962	60,000		60,000		60,000
10-4575 PARKS- CAPITAL OUTLAY	-	-	-		-		-
10-4577 RIVERBANK RESTORATION	-	-	-		-		-
10-4579 ENGINEERING	14,793	8,020	18,600		18,600		18,600
10-4571 RAMP GRANTS	-	-	3,500		3,500	0	3,500
TOTAL PARKS	871,517	1,011,686	1,231,400		1,231,400	0	1,231,400

CITY OF WEST HAVEN
GENERAL FUND

FY2027 BUDGET				FY2027 AMENDMENTS		
	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
PARKS & SPECIAL EVENTS						
10-4620 HEART OF THE HOLIDAYS/LIGHTING	7,707	6,891	12,000	12,000		12,000
10-4621 WEST HAVEN DAYS	105,493	113,000	112,600	112,600		112,600
10-4622 FALL RODEO	-	-	-	-		-
10-4623 ARBOR DAY	8,660	-	5,000	5,000		5,000
10-4625 SENIOR ACTIVITIES	161	538	6,000	6,000		6,000
10-4626 OTHER EVENTS	7,984	8,866	9,750	9,750		9,750
10-4627 COMMUNITY COMMITTEES	212	-	26,000	26,000		26,000
10-4662 PROFESSIONAL SERVICES	-	1,188	2,000	2,000		2,000
10-4664 ARTS COUNCIL	7,852	22,606	16,700	16,700		16,700
10-4671 RAMP GRANTS	-	-	3,500	3,500	-	3,500
TOTAL PARKS & SPECIAL EVENTS	138,069	153,089	193,550	193,550		193,550
RECREATION						
10-4711 SALARIES AND WAGES	161,338	146,678	177,500	177,500		177,500
10-4712 SEASONAL WAGES	51,263	82,939	100,700	100,700		100,700
10-4713 SOCIAL SECURITY	12,840	11,830	21,000	21,000		21,000
10-4714 EMPLOYEE BENEFITS	80,330	53,549	56,000	56,000		56,000
10-4715 OFFICIALS BUDGET	33,634	38,654	62,300	62,300		62,300
10-4716 PROFESSIONAL SERVICES	-	-	5,000	5,000		5,000
10-4717 TRAINING AND TRAVEL	3,958	4,468	8,400	8,400		8,400
10-4718 SEASONAL TAXES	3,724	6,181	7,000	7,000		7,000
10-4740 MATERIALS AND SUPPLIES (Office Supplies for Programs)	687	1,659	3,000	3,000		3,000
10-4741 CONCESSIONS	-	-	-	-		-
10-4742 ADULT VOLLEYBALL	1,859	3,199	3,100	3,100		3,100
10-4743 BASEBALL MATERIALS	36,228	16,380	31,000	31,000		31,000
10-4744 BASKETBALL	23,775	6,533	26,500	26,500		26,500
10-4745 FOOTBALL	14,214	41,108	29,500	29,500		29,500
10-4746 FLAG FOOTBALL	12,005	4,600	13,500	13,500		13,500
10-4747 OUTDOOR RECREATION	6,374	2,927	6,100	6,100		6,100
10-4748 WEBSITE	9,726	8,584	11,300	11,300		11,300
10-4749 HOCKEY	-	-	20,000	20,000		20,000
10-4770 RAMP & MUNICIPALITY GRANT	14,806	16,700	16,700	16,700		16,700
TOTAL RECREATION	466,762	445,988	607,000	607,000	-	607,000
COMMUNITY DEVELOPMENT						
10-4811 COMMUNITY DEVELOPMENT WAGES	336,948	478,175	524,300	524,300		524,300
10-4812 COMMUNITY DEVELOPMENT ENGINEER	44,215	33,674	50,000	50,000		50,000
10-4813 COMMUNITY DEVELOPMENT TAXES	26,093	36,425	39,300	39,300		39,300
10-4814 COMMUNITY DEVELOPMENT BENEFITS	177,970	202,847	249,200	249,200		249,200
10-4815 MEMBERSHIPS	1,154	1,431	2,500	2,500		2,500
10-4821 PROFESSIONAL SERVICES	54,145	50,588	147,000	147,000		147,000
10-4824 SUPPLIES	1,123	1,020	3,900	3,900		3,900
10-4863 TRAINING & TRAVEL	8,427	13,866	22,100	22,100		22,100
10-4865 MEMBERSHIPS	-	254	-	-		-
TOTAL COMMUNITY DEVELOPMENT	650,076	818,280	1,038,300	1,038,300	-	1,038,300
NONDEPARTMENTAL						
10-5115 MEMBERSHIPS	14,723	21,153	17,700	17,700		17,700
10-5135 WORKMENS COMPENSATION FUND	9,518	18,812	19,500	19,500		19,500
10-5145 TELEPHONE	36,801	34,872	59,000	59,000		59,000
10-5150 INSURANCE	59,681	60,298	67,100	67,100		67,100
10-5151 VEHICLE MAINTENANCE	42,947	48,530	50,000	50,000		50,000
10-5152 FUEL	28,222	42,022	40,000	40,000		40,000
10-5155 COMPUTER EQUIPMENT & SOFTWARE	74,018	145,714	185,500	185,500		185,500
10-5161 NON-DEPARTMENTAL OTHER	59,531	42,618	74,000	74,000		74,000
10-5163 TRAVEL & TRAINING (Lunch & Learns)	-	-	3,500	3,500		3,500
10-5164 BAD DEBT EXPENSE	19,213	-	20,000	20,000		20,000
10-5170 MAINTENANCE	52,149	-	-	-		-
10-5175 UTILITIES	53,294	39,253	55,000	55,000		55,000
10-5176 CAPITAL OUTLAY	-	-	-	-		-
TOTAL NONDEPARTMENTAL	450,097	453,273	591,300	591,300	-	591,300

CITY OF WEST HAVEN
GENERAL FUND

FY2027 BUDGET				FY2027 AMENDMENTS		
	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
GENERAL GOVERNMENT BUILDINGS				-		-
10-5211 JANITOR WAGES	31,380	26,395	15,000	15,000	(9,300)	5,700
10-5213 JANITOR TAXES	2,401	2,019	1,200	1,200	(700)	500
10-5220 MAINTENANCE	-	-	87,200	87,200		87,200
10-5225 FURNITURE & FIXTURES	-	-	20,000	20,000		20,000
10-5230 PROFESSIONAL SERVICES (CLEANING & More)	-	-	51,200	51,200	10,000	61,200
TOTAL GENERAL GOVERNMENT BUILDINGS	33,780	28,415	174,600	174,600	-	174,600
PUBLIC WORKS				-		-
10-6011 SALARIES AND WAGES	244,038	338,477	417,500	417,500		417,500
10-6013 SOCIAL SECURITY	18,818	25,785	31,300	31,300		31,300
10-6014 EMPLOYEE BENEFITS	129,042	130,034	177,200	177,200		177,200
10-6030 ENGINEERING	47,513	69,220	105,000	105,000		105,000
10-6032 EMERGENCY PROJECTS	-	14,100	15,000	15,000		15,000
10-6033 SIGNS HARDWARE POSTS	11,610	22,935	22,000	22,000		22,000
10-6034 MATERIALS AND IMPROVEMENTS	17,425	30,376	30,000	30,000		30,000
10-6035 STREET LIGHTING	44,236	38,654	50,000	50,000		50,000
10-6037 SANITATION SERVICES	798,218	780,000	894,000	894,000		894,000
10-6038 STREET LIGHTING - INSTALLATION	37,741	19,495	111,500	111,500		111,500
10-6040 SERVICES	21,362	44,837	18,000	18,000		18,000
10-6042 TRAINING AND TRAVEL	3,223	3,344	10,000	10,000		10,000
10-6043 SUPPLIES	24,715	28,623	25,000	25,000		25,000
10-6050 VEHICLE MAINTENANCE	278	1,482	5,000	5,000		5,000
10-6051 FUEL	-	-	-	-		-
10-6052 EQUIPMENT RENTAL	10,643	2,004	10,000	10,000		10,000
10-6060 CELL PHONES	-	-	-	-		-
10-6062 PROFESSIONAL SERVICES	-	-	15,000	15,000		15,000
10-6065 DRUG TESTING	-	-	1,500	1,500		1,500
10-6075 CAPITAL OUTLAY- EQUIPMENT	-	-	-	-		-
10-6091 SAFE SIDEWALK	-	-	-	-		-
TOTAL PUBLIC WORKS	1,408,862	1,549,367	1,938,000	1,938,000	-	1,938,000
SEWER				-		-
10-6111 SEWER WAGES AND BENEFITS	300,472	305,738	334,500	334,500	-	334,500
10-6113 SEWER TAXES	22,818	22,773	25,000	25,000	-	25,000
10-6114 SEWER BENEFITS	179,151	156,142	170,700	170,700	-	170,700
TOTAL SEWER	502,441	484,654	530,200	530,200	-	530,200
CONTRIBUTION TO OTHER UNITS				-		-
10-6905 CONTRIBUTIONS TO UTOPIA	-	-	-	-	-	-
10-6910 CONTRIBUTION/REIMB FOR HUNTER DRIVE	-	-	-	-	-	-
10-6915 CONTRIBUTIONS TO MISC. UNITS	-	4,000	6,800	6,800		6,800
TOTAL CONTRIBUTION TO OTHER UNITS	-	4,000	6,800	6,800	-	6,800
DEBT SERVICE				-		-
10-7110 DEBT SERVICE PRINCIPAL	18,886	13,000	118,400	118,400		118,400
10-7120 DEBT SERVICE INTEREST	2,074	2,500	-	-		-
TOTAL DEBT SERVICE	20,960	15,500	118,400	118,400	-	118,400
OTHER FUNDS				-		-
10-7250 OTHER	-	-	-	-		-
10-7300 TRANSFER TO CAPITAL PROJECTS	2,425,000	-	-	-		-
10-7320 TRANSFER TO OTHER FUNDS	-	-	500,000	500,000		500,000
10-7260 CONTRIBUTION TO FUND BALANCE	-	-	-	-		-
TOTAL OTHER FUNDS	2,425,000	-	500,000	500,000	-	500,000
TOTAL FUND EXPENDITURES	10,452,255	8,799,581	11,348,750	11,348,750	-	11,348,750
NET REVENUE OVER EXPENDITURES	(374,768)	1,404,391	-	-	-	-

CITY OF WEST HAVEN
CAPITAL PROJECTS FUND

FY2027 BUDGET						
	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
REVENUES						
13-3310 FEDERAL/LOCAL GRANTS	3,268,894	5,474,750	9,991,780	9,991,780	-	9,991,780
13-3335 ARPA FUNDING	-	-	-	-	-	-
TOTAL SOURCE 33	3,268,894	5,474,750	9,991,780	9,991,780	-	9,991,780
RESTRICTED REVENUES						
13-3430 ROAD IMPACT FEES	1,130,944	2,594,073	602,200	602,200	-	602,200
13-3435 ROAD IMPACT FEES - GREEN FARMS	136,064	15,307	-	-	-	-
13-3456 CLASS C ROAD ALLOTMENT	1,244,919	1,195,881	1,205,000	1,205,000	-	1,205,000
13-3457 TRANSPORTATION SALES TAX	587,976	600,884	619,000	619,000	-	619,000
13-3470 PARK IMPACT FEES	514,760	624,219	867,000	867,000	-	867,000
13-3473 PARK IMPACT FEES - GREEN FARMS	85,192	9,194	153,000	153,000	-	153,000
TOTAL RESTRICTED REVENUES	3,699,855	5,039,558	3,446,200	3,446,200	-	3,446,200
MISCELLANEOUS REVENUES						
13-3610 INTEREST EARNINGS	1,019,112	862,545	720,000	720,000	-	720,000
13-3620 DEV CONTRIBUTIONS-FEE IN LIEU	66,800	-	-	-	-	-
13-3625 OTHER FINANCING SOURCE - HOOPER	-	-	340,000	340,000	-	340,000
13-3625 OTHER FINANCING SOURCE - HUNTER DRIVE	-	-	2,000,000	2,000,000	-	2,000,000
13-3625 OTHER FINANCING SOURCE - UTOPIA FIBER	-	-	102,000	102,000	-	102,000
13-3640 SALE OF FIXED ASSETS	-	50,000	-	-	-	-
TOTAL MISCELLANEOUS REVENUES	1,085,912	912,545	3,162,000	3,162,000	-	3,162,000
FUND BALANCE AND TRANSFER						
13-3910 GENERAL FUND TRANSFER	2,425,000	-	-	-	-	-
ASSIGNED - SPECIAL PROJECTS	-	-	-	-	1,724,465	1,724,465
USE (CONTRIBUTION) OF GRANT FUND BAL	-	-	-	-	-	-
USE (CONTRIBUTION) OF TRANSP. SALES FUND	-	-	(94,000)	(94,000)	-	(94,000)
USE (CONTRIBUTION) OF CLASS C FUND BAL	-	-	(201,000)	(201,000)	-	(201,000)
USE (CONTRIBUTION) OF ROAD IMPACT BAL	-	-	486,115	486,115	-	486,115
USE (CONTRIBUTION) OF PARK IMPACT BAL	-	-	1,427,800	1,427,800	(144,500)	1,283,300
13-3999 USE (CONTRIBUTION) OF UNREST. FUND BAL	-	-	1,442,605	1,442,605	60,000	1,502,605
TOTAL FUND BALANCE AND TRANSFER	2,425,000	-	3,061,520	3,061,520	1,639,965	4,701,485
TOTAL FUND REVENUE	10,479,661	11,426,853	19,661,500	19,661,500	1,639,965	21,301,465
EXPENSES						
PARKS CAPITAL PROJECTS						
13-4515 PARKS CP - EQUIPMENT	265,215	198,144	-	-	-	-
13-4530 PARKS CP - IMPACT FEES	726,097	827,000	1,974,500	1,974,500	(144,500)	1,830,000
13-4531 PARKS CP - ARPA	-	-	-	-	-	-
13-4532 PARKS CP - GF IMPACT FEES	391,075	642,000	473,300	473,300	-	473,300
13-4533 PARKS CP - UNRESTRICTED	-	2,066,065	105,000	105,000	1,724,465	1,829,465
13-4534 PARKS CP - GRANTS	-	200,000	675,900	675,900	-	675,900
13-4535 PARKS CAPITAL OUTLAY	1,120,392	-	-	-	-	-
13-4550 PARKS - OTHER	-	-	102,000	102,000	-	102,000
TOTAL PARKS	2,502,779	3,933,209	3,330,700	3,330,700	1,579,965	4,910,665
NONDEPARTMENTAL CAPITAL PROJECTS						
13-5033 NONDEPT CP - UNRESTRICTED	1,514,134	60,800	295,800	295,800	-	295,800
13-5034 NONDEPT CP - GRANTS	-	-	-	-	-	-
13-5015 NONDEPT CP - EQUIPMENT	-	-	183,000	183,000	60,000	243,000
TOTAL PARKS	1,514,134	60,800	478,800	478,800	60,000	538,800

CITY OF WEST HAVEN
CAPITAL PROJECTS FUND

FY2027 BUDGET

ROADS CAPITAL PROJECTS

	FY25 ACTUAL	FY26 ESTIMATES	FY27 BUDGET
13-6080 ROADS CP - IMPACT FEES	20,759	295,000	1,088,315
13-6082 ROADS CP - GF IMPACT FEES	-	-	-
13-6086 ROADS CP - TRANSPORTATION TAX	-	440,000	525,000
13-6087 ROADS CP - UNRESTRICTED	-	2,545,000	1,619,005
13-6088 ROADS CP - GRANTS	-	5,474,750	9,315,880
13-6085 ROADS - OTHER	1,590,049	10,000	299,800
13-6081 ROAD IMPACT FEES - 3300 S	55,326	-	-
13-6083 2700 W ROAD PROJECT	2,029,627	-	-
13-6089 HUNTER DRIVE	-	-	2,000,000
TOTAL ROADS	3,695,760	8,764,750	14,848,000

CLASS C ROADS

13-6255 CRACKSEAL	145,793	-	172,000
13-6260 Asphalt Surface Treatment (SLURRY SEAL)	156,491	121,334	85,000
13-6265 ROAD STRIPING	54,396	52,908	65,000
13-6270 SALT	9,801	-	50,000
13-6275 CHIP SEAL	189,747	352,291	152,000
13-6280 ASPHALT PATCH & OVERLAY	224,511	13,965	480,000
TOTAL CLASS C ROADS	780,739	540,499	1,004,000

OTHER RESTRICTED

13-6310 TRANSPORTATION SALES TAX	942,949	-	-
13-6315 GRANT EXPENDITURES - ARPA	-	-	-
TOTAL OTHER RESTRICTED	942,949	-	-

DEBT SERVICE

13-7110 DEBT SERVICE PRINCIPAL	-	-	-
13-7120 DEBT SERVICE INTEREST	-	-	-
TOTAL OTHER RESTRICTED	-	-	-

TOTAL FUND EXPENDITURES

	9,436,360	13,299,258	19,661,500
NET REVENUES OVER EXPENDITURES	1,043,300	(1,872,404)	-

ORIGINAL BUDGET	PROPOSED AMENDMENT	AMENDED FY27 BUDGET
-	-	-
1,088,315	-	1,088,315
-	-	-
525,000	-	525,000
1,619,005	-	1,619,005
9,315,880	-	9,315,880
299,800	-	299,800
-	-	-
-	-	-
2,000,000	-	2,000,000
14,848,000	-	14,848,000
-	-	-
172,000	-	172,000
85,000	-	85,000
65,000	-	65,000
50,000	-	50,000
152,000	-	152,000
480,000	-	480,000
1,004,000	-	1,004,000
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
19,661,500	1,639,965	21,301,465
-	-	-
-	-	-

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: August 19, 2026

SUBJECT: Amendment to the MOU between the City and Green Farms Community, LLC



The City and Green Farm Community, LLC (“Developer”) entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the “MDA”), effective as of May 2, 2017, which has been amended five times. The City and Developer are collectively referred to as “Parties.” Within the MDA, the City and Developer entered into an Improvement Agreement with a line of credit for the construction of Poulter Pond within the Green Farm Project. The pond’s Improvement Agreement outlined a prioritized list of “add alternate” items if contingency funding remained at the end of the project.

The Parties entered into a Memorandum of Understanding, which the City Council approved with Resolution 21-2025 on April 28, 2025, which re-prioritized the list for how the Parties wanted the remaining contingency funds to be spent in the pond project in the Green Farm Project.

Since the adoption of Resolution 21-2025, the City has received grant funding and for other reasons; it is proposed that there be an Amendment to the Memorandum of Understanding to again re-prioritize the list for how the Parties would like the remaining pond contingency funds to be spent at Poulter Pond.

In addition to re-prioritizing the “add-alternatives,” the draft MOU addresses the following items:

- The Parties agree that the Developer’s remaining amount to be spent on the pond project is \$95,304.18; and that the City’s remaining amount is a 40% match to that amount.
- The Parties agree that according to the MDA and its amendments, the transportation impact fees collected in the Green Farm Development were not committed to be used solely for the Green Farm Development.
- The Parties agree that all other impact fees collected as of the date of this MOU have been used in the Green Farm Development, as required by the MDA and its amendments.
- The Parties agree that the City shall manage the work being performed regarding the listed priorities. Once the work is completed, the Developer shall be notified and shall issue releases to reimburse the City according to the Developer’s obligation listed above.

The Draft MOU, which is included as Attachment “A” to this Resolution, is ready for City Council’s consideration.

Resolution No. 31-2026

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND GREEN FARM COMMUNITY, LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING 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 and Green Farm Community, LLC, ("Developer") entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the "MDA") effective as of May 2, 2017; and

WHEREAS, the parties amended the MDA in November 2018 (the "First Amendment"), in July 2019 (the "Second Amendment"), in September 2022 (the "Third Amendment"), in November 2023 (the "Fourth Amendment"), and in August 2024 (the "Fifth Amendment"); and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit regarding the construction of open space for Parcel C (Open Space 5) within the Green Farm project; and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit for the construction of a pond within the Green Farm project in February 2024; and

WHEREAS, the pond's Improvement Agreement outlined a prioritized list of "add alternate" items if contingency funding remained at the end of the project; and

WHEREAS, the parties have agreed that some of the funds from Parcel C (Open Space 5) should be used differently, but in the same Green Farm project; and

WHEREAS, the parties entered into a Memorandum of Understanding, which the City Council approved with Resolution 21-2025 on April 28, 2025, which re-prioritized the list for how the parties wanted the remaining contingency funds to be spent in the pond project in the Green Farm project; and

WHEREAS, at this time because of grant funding and other reasons, the parties agree that there should be an Amendment to the Memorandum of Understanding to again re-prioritize the

list for how the parties would like the remaining pond contingency funds should be spent in the pond project in the Green Farm project; and

WHEREAS, the parties have agreed to outline all of their agreements in an Amendment to the Memorandum of Understanding that is attached as Attachment “A” to this Resolution; and

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

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

SECTION II.

1. That the Amendment to the Memorandum of Understanding between West Haven City and the Developer, 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 Amendment to the Memorandum of Understanding, including signing the Amendment itself and any other documents outlined in the Amendment.
3. That the Mayor is authorized to sign this Resolution.

The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of August 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 _____

ATTACHMENT “A”

ATTACHMENT TO RESOLUTION NO. **31-2026**
AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN GREEN FARM
COMMUNITY, LLC, AND WEST HAVEN CITY

DRAFT

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
GREEN FARM COMMUNITY, LLC and WEST HAVEN CITY**

This Amendment to Memorandum of Understanding (“MOU”) is entered into this 19th day of August, 2026, between Green Farm Community, LLC, (“Developer”) and West Haven City (“City”) to memorialize the agreements between the Developer and the City regarding changing order of priority for the “add alternate” items of the pond budget if there is contingency money remaining. The Developer and the City, collectively, are the parties to this MOU.

RECITALS AND PURPOSE

WHEREAS, the City and Green Farm Community, LLC, (“Developer”) entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the “MDA”) effective as of May 2, 2017; and

WHEREAS, the parties amended the MDA in November 2018 (the “First Amendment”); again in July 2019 (the “Second Amendment”); again in September 2022 (the “Third Amendment”); again in November 2023 (the “Fourth Amendment”); and again in August 2024 (the “Fifth Amendment”); and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit regarding the construction of open space for Parcel C (Open Space 5) within the Green Farm project; and

WHEREAS, the parties entered into an Improvement Agreement with a line of credit for the construction of a pond within the Green Farm project in February 2024; and

WHEREAS, the pond’s Improvement Agreement outlined a prioritized list of “add alternate” items if contingency funding remained at the end of the project; and

WHEREAS, the parties agreed that some of the funds from Parcel C (Open Space 5) should be used differently, but in the same Green Farm project; and

WHEREAS, the parties agreed to re-prioritize the list for how the parties wanted the remaining pond contingency funds should be spent in the pond project in the Green Farm project; and

WHEREAS, the parties entered into a Memorandum of Understanding in May 2025, which re-prioritized the remaining pond contingency funds and how those funds should be spent in the pond project in the Green Farm project; and

WHEREAS, at this time, because of grant money and other funding that has become available to the City, the parties agree that there needs to be an amendment to that Memorandum of Understanding to amend the list of prioritized pond contingency funds; and

THEREFORE, THE PURPOSE of this Amendment to the Memorandum of Understanding is to memorialize the agreements of the parties, in accordance with the terms and conditions outlined in this Memorandum of Understanding.

The parties agree as follows:

1. The parties agree that the order of the priority for “add alternate” items, if contingency funding remains at the end of the pond project, to be amended as follows:
 - Trail paving (west side) – any remaining cost after the \$30,000 referenced in the original Memorandum of Understanding is spent.
 - Drip line valves & lines to bank vegetation
 - Vegetation material around the pond
 - Natural seeding hydro
 - Pavilion
 - Expansion Parking
 - Concrete Sidewalk and surfaces (playground & pavilion)
 - Sod and Sprinklers (playground area)
 - Play structure
 - Wood fiber safety surfacing
2. The parties reaffirm that the schedule regarding how much each party shall contribute to the pond project, as outlined in Section 7 of the Third Amendment, is valid and what the parties have been doing. Developer shall pay 60% of the overall pond cost and the City shall pay 40% of the overall pond cost.
3. The parties agree that the Developer’s remaining amount to be spent on the pond project is \$95,304.18; and that the City’s remaining amount is a 40% match to that amount.
4. The parties agree that according to the MDA and its amendments, the transportation impact fees collected in the Green Farm Development were not committed to be used solely for the Green Farm Development.
5. The parties agree that all other impact fees collected as of the date of this MOU have been used in the Green Farm Development, as required by the MDA and its amendments.
6. The parties agree that the City shall manage the work being performed regarding the listed priorities. Once the work is completed, the Developer shall be notified and shall issue releases to reimburse the City according to the Developer’s obligation listed above.

MUTUAL UNDERSTANDING AND ACKNOWLEDGMENTS

1. Both parties understand and agree that this Amendment to the Memorandum of Understanding is a memorialization of an agreement between the parties and does not create any future obligations for either party, beyond what is described in this Amendment.

2. Both parties agree that all other terms of the Memorandum of Understanding and any other of its corresponding amendments shall remain unchanged.
3. Both parties understand and agree that this Amendment does not create any other obligations between the parties.

West Haven City Manager

Date: _____

Green Farm Community, LLC

Date: _____

DRAFT

STAFF REPORT

TO: Shawn Warnke
City Manager
FROM: Ed Mignone, City Engineer
Brock Randall, Parks and Recreation Director
DATE: August 13, 2026
RE: Recommendation of Contract Awards
Poulter Pond Landscape Improvements Project



Background

Based on previous discussion with Council, Staff prepared plans and specifications for improvements at Poulter Pond. The overall project was bid as three (3) separate sub-projects that provides the City flexibility to award each bid schedule to separate low and responsible bidders.

Schedule A improvements generally include landscaping and irrigation improvements around the pond perimeter, the installation of a picnic shelter and a bench, and power to the pavilion.

Schedule B improvements generally include landscaping and irrigation improvements north of the pond perimeter to the road, and a gravel path.

Schedule C improvements generally include expansion of the parking area and parking lot lighting.

An exhibit showing the specific area and improvements is attached.

The City received four (4) bids on August 12, 2026. All bids were found to be responsive and responsible.

	<u>Schedule A</u>	<u>Schedule B</u>	<u>Schedule C</u>
Marathon Maintenance Inc.	\$ 424,907.35	\$ 251,137.36	\$114,688.30
Strong Excavating & Construction	\$ 434,822.71	\$ 235,513.39	\$117,707.93
Yard Master	\$1,499,170.27	\$1,334,043.33	\$150,103.04
LSI	\$ 429,849.95	\$ 286,516.55	NO BID

The low bids for Schedules A and C were both from Marathon Maintenance, Inc. Strong Excavation & Construction was the low bidder for Schedule B. A detailed bid tabulation for each schedule for all four (4) bidders is attached.

Discussion

Staff conducted reference checks for both prospective contractors. Previous clients expressed satisfaction with their quality of work. And did not provide any negative feedback. Both Marathon and Strong have listed previous projects on similar parks and recreation projects.

Recommendation

Staff has reviewed the submitted bid packages and recommends the Council award :

A contract to Marathon Maintenance, Inc. in the amount of **\$424,907.35** for Schedule A and **\$114,688.30** for Schedule C of the Poulter Pond Landscape Improvements Project.

A contract to Strong Excavating & Construction in the amount of **\$235,513.39** for Schedule B of the Poulter Pond Landscape Improvements Project

EJM/BR: ejm

Attachment: Exhibit Showing Project Areas and Improvements by Bid Schedule

Detailed Bid Tabulation Poulter Pond Improvements Project (Schedule A, Schedule B & Schedule C)

Resolution No. 32-2026

**RESOLUTION OF WEST HAVEN CITY AWARDING A BID FOR
IMPROVEMENTS TO THE POND LOCATED IN THE POULTER FAMILY
OPEN SPACE PRESERVE; AUTHORIZING THE CITY MAYOR TO SIGN THIS
RESOLUTION; AND, PROVIDING FOR AN EFFECTIVE DATE.**

SECTION I – RECITALS:

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

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

WHEREAS, the City issued a Request for Bid ("RFB") to find a qualified individual or firm to provide bids for improvements to the Pond located in the Poulter Family Open Space Preserve; and

WHEREAS, the City held a bid opening for the proposals received in response to the RFB; and

WHEREAS, the City reviewed all the bids; and

WHEREAS, the City analyzed the costs outlined in the bids and whether the bids met the requirements outlined in the RFB; and

WHEREAS, after the City's review, the City wishes to award the bid to the contractor who best met the needs of the City as outlined in the requirements in the RFB; and

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

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

SECTION II.:

1. That Marathon Maintenance Inc. and Strong Excavation & Construction is awarded the bid for the following project: the improvements to the Pond located in the Poulter Family Open Space Preserve.
2. That the bid tabulations and map are attached as Attachment "A".

3. That the City Manager is authorized to sign any and all documents necessary to enter into a contract or agreement with Marathon Maintenance Inc. and Strong Excavation & Construction, that coincides with their bid, including signing a contract or agreement itself.
4. That the Mayor is authorized to sign this Resolution.

The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of August 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 NO. 32-2026

**BID TABULATIONS AND MAP FOR IMPROVEMENTS TO THE POND
LOCATED IN THE POULTER FAMILY OPEN SPACE PRESERVE**

DRAFT

WEST HAVEN CITY
POULTER POND LANDSCAPE IMPROVEMENTS
Bid Opening Date:
AUGUST 12,2026 @ 2PM
4150, 3900 W , West Haven, Utah

BID OPENING

CONTRACTOR	SCHEDULE-A TOTAL	SCHEDULE-B TOTAL	SCHEDULE-C TOTAL
Marathon Maintenance Inc	\$ 424,907.35	\$ 251,137.36	\$ 114,688.30
Strong Excavation & Construction	\$ 434,822.71	\$ 235,513.39	\$ 117,707.93
Yard Master	\$ 1,499,170.27	\$ 1,334,043.33	\$ 150,103.04
LSI	\$ 429,849.95	\$ 286,516.55	

WEST HAVEN CITY			
POULTER POND LANDSCAPE IMPROVEMENTS			
POULTER POND, WEST HAVEN , UTAH			
POULTER POND, WEST HAVEN , UTAH			
ITEM	DESCRIPTION	QTY	UNIT OF MEASURE
6/15/2026	PROJECT LIMITS: POULTER POND		
1	MOB AND DEMOB	1	LS
2	Site Preparation	1	LS
3	SWPPP	1	LS
4	Concrete Pad and Bench Install	5	EA
5	Installation of Picnic Shelter With Concrete Pad	5	EA
6	Power to Pavilion (Pavilion Install By Others)	1	LS
7	Trees (Furnish and Install)	17	EA
8	Shrubs (Furnish and Install)	41	EA
9	Lawn -Hydroseed	4349	SF
10	Meadow Lawn- Hydroseed	73674	SF
11	Topsoil	4	CY
12	Irrigation System -Trees-(New and Existing)	58	EA
13	Irrigation System - Lawn Area	4349	SF
14	Irrigation System - Meadow Lawn Area	73674	SF
15	Irrigation System Controller / Wireless Sensor	1	LS
16	Irrigation Mainline (Connect New to Ex)	550	LF
17	Irrigation Valves	21	EA
18	Irrigation Wiring	550	LF
19	Irrigation Filter	1	EA
20	Irrigation Pump (If Requiried)	1	EA
21	Furnish Flow Meter	2	EA
22	Install North Flow Meter	1	EA
23	Install South Flow Meter	1	EA
24	Pipe Sleeve	26	EA

SCHEDULE A

Marathon Maintenance Inc		
UNIT COST	UNIT TOTAL	ENTERED TOTAL

\$	21,300.00	\$	21,300.00	\$	21,300.00
\$	98,881.44	\$	98,881.44	\$	98,881.44
\$	5,450.00	\$	5,450.00	\$	5,450.00
\$	700.00	\$	3,500.00	\$	3,500.00
\$	16,203.51	\$	81,017.56	\$	81,017.56
\$	1,500.00	\$	1,500.00	\$	1,500.00
\$	653.20	\$	11,104.40	\$	11,104.40
\$	57.50	\$	2,357.50	\$	2,357.50
\$	0.35	\$	1,522.15	\$	1,522.15
\$	0.35	\$	25,785.90	\$	25,785.90
\$	60.00	\$	240.00	\$	240.00
\$	300.00	\$	17,400.00	\$	17,400.00
\$	0.80	\$	3,479.20	\$	3,479.20
\$	0.80	\$	58,939.20	\$	58,939.20
\$	5,000.00	\$	5,000.00	\$	5,000.00
\$	12.50	\$	6,875.00	\$	6,875.00
\$	400.00	\$	8,400.00	\$	8,400.00
\$	9.50	\$	5,225.00	\$	5,225.00
\$	2,500.00	\$	2,500.00	\$	2,500.00
\$	2,500.00	\$	2,500.00	\$	2,500.00
\$	24,720.00	\$	49,440.00	\$	49,440.00
\$	3,900.00	\$	3,900.00	\$	3,900.00
\$	4,950.00	\$	4,950.00	\$	4,950.00
\$	140.00	\$	3,640.00	\$	3,640.00

UNIT TOTAL		
\$	424,907.35	\$ 424,907.35
ENTERED TOTAL		
	\$	424,907.35

LSI		
UNIT COST	UNIT TOTAL	ENTERED TOTAL

\$	39,000.00	\$	39,000.00	\$	39,000.00
\$	127,000.00	\$	127,000.00	\$	127,000.00
\$	4,000.00	\$	4,000.00	\$	4,000.00
\$	1,600.00	\$	8,000.00	\$	8,000.00
\$	2,500.00	\$	12,500.00	\$	12,500.00
\$	2,200.00	\$	2,200.00	\$	2,200.00
\$	565.00	\$	9,605.00	\$	9,605.00
\$	45.00	\$	1,845.00	\$	1,845.00
\$	0.40	\$	1,739.60	\$	1,739.60
\$	0.40	\$	29,469.60	\$	29,469.60
\$	200.00	\$	800.00	\$	800.00
\$	450.00	\$	26,100.00	\$	26,100.00
\$	1.75	\$	7,610.75	\$	7,610.75
\$	1.25	\$	92,092.50	\$	92,092.50
\$	18,000.00	\$	18,000.00	\$	18,000.00
\$	12.00	\$	6,600.00	\$	6,600.00
\$	475.00	\$	9,975.00	\$	9,975.00
\$	0.95	\$	522.50	\$	522.50
\$	7,500.00	\$	7,500.00	\$	7,500.00
\$	22,000.00	\$	22,000.00	\$	22,000.00
\$	975.00	\$	1,950.00	\$	1,950.00
\$	150.00	\$	150.00	\$	150.00
\$	150.00	\$	150.00	\$	150.00
\$	40.00	\$	1,040.00	\$	1,040.00

UNIT TOTAL		
\$	429,849.95	\$ 429,849.95
ENTERED TOTAL		
	\$	429,849.95

Strong Excavation		
UNIT COST	UNIT TOTAL	ENTERED TOTAL

\$	45,957.45	\$	45,957.45	\$	45,957.45
\$	63,380.33	\$	63,380.33	\$	63,380.33
\$	6,162.19	\$	6,162.19	\$	6,162.19
\$	2,978.43	\$	14,892.15	\$	14,892.15
\$	5,144.31	\$	25,721.55	\$	25,721.55
\$	14,700.83	\$	14,700.83	\$	14,700.83
\$	580.30	\$	9,865.10	\$	9,865.10
\$	63.00	\$	2,583.00	\$	2,583.00
\$	1.86	\$	8,089.14	\$	8,089.14
\$	1.27	\$	93,565.98	\$	93,565.98
\$	44.21	\$	176.84	\$	176.84
\$	248.70	\$	14,424.60	\$	14,424.60
\$	0.30	\$	1,304.70	\$	1,304.70
\$	0.29	\$	21,365.46	\$	21,365.46
\$	11,898.83	\$	11,898.83	\$	11,898.83
\$	3.22	\$	1,771.00	\$	1,771.00
\$	1,418.61	\$	29,790.81	\$	29,790.81
\$	23.11	\$	12,710.50	\$	12,710.50
\$	16,173.12	\$	16,173.12	\$	16,173.12
\$	38,133.73	\$	38,133.73	\$	38,133.73
	\$	-			
	\$	-			
	\$	-			
\$	82.90	\$	2,155.40	\$	2,155.40

UNIT TOTAL		
\$	434,822.71	\$ 434,822.71
ENTERED TOTAL		
	\$	434,822.71

Yard Master		
UNIT COST	UNIT TOTAL	ENTERED TOTAL

\$	41,077.33	\$	41,077.33	\$	41,077.33
\$	63,566.64	\$	63,566.64	\$	63,566.64
\$	27,899.00	\$	27,899.00	\$	27,899.00
\$	260.00	\$	1,300.00	\$	1,300.00
\$	975.00	\$	4,875.00	\$	4,875.00
\$	7,136.00	\$	7,136.00	\$	7,136.00
\$	950.00	\$	16,150.00	\$	16,150.00
\$	74.00	\$	3,034.00	\$	3,034.00
\$	0.68	\$	2,957.32	\$	2,957.32
\$	0.68	\$	50,098.32	\$	50,098.32
\$	185.00	\$	740.00	\$	740.00
\$	1,983.59	\$	115,048.22	\$	115,048.22
\$	13.50	\$	58,711.50	\$	58,711.50
\$	12.80	\$	943,027.20	\$	943,027.20
\$	8,156.61	\$	8,156.61	\$	8,156.61
\$	19.00	\$	10,450.00	\$	10,450.00
\$	707.25	\$	14,852.25	\$	14,852.25
\$	21.00	\$	11,550.00	\$	11,550.00
\$	11,621.96	\$	11,621.96	\$	11,621.96
\$	31,655.82	\$	31,655.82	\$	31,655.82
\$	20,600.00	\$	41,200.00	\$	41,200.00
\$	10,688.00	\$	10,688.00	\$	10,688.00
\$	11,588.00	\$	11,588.00	\$	11,588.00
\$	453.35	\$	11,787.10	\$	11,787.10

UNIT TOTAL		
\$	1,499,170.27	\$ 1,499,170.27
ENTERED TOTAL		
	\$	1,499,170.27

WEST HAVEN CITY			
POULTER POND LANDSCAPE IMPROVEMENTS			
POULTER POND, WEST HAVEN , UTAH			
POULTER POND, WEST HAVEN , UTAH			
ITEM	DESCRIPTION	QTY	UNIT OF MEASURE
6/15/2026	PROJECT LIMITS: POULTER POND		
1	MOB AND DEMOB	1	LS
2	Site Preparation	1	LS
3	SWPPP	1	LS
4	Concrete Pad (Connect Path and Sidewalk)	32	SF
5	Crushed Gravel Path (With Steel Edging)	1880	SF
6	Rock Mulch With Fabric	4025	SF
7	Trees (Furnish and Install)	31	EA
8	Shrubs (Furnish and Install)	302	EA
9	Lawn -Hydroseed	6709	SF
10	Meadow Lawn- Hydroseed	44877	SF
11	Boulder	20	EA
12	Topsoil	42	CY
13	Irrigation System - Trees(New and Existing)	57	EA
14	Irrigation System - Lawn Area	6709	SF
15	Irrigation System - Meadow Lawn Area	44877	SF
16	Irrigation System - Park Strip	4025	SF
17	Irrigation Mainline (Connect New to Ex)	160	LF
18	Irrigation Valves	8	EA
19	Irrigation Wiring	160	LF
20	Pipe Sleeve	9	EA

SCHEDULE B

Strong Excavation & Construction		
UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 6,102.61	\$ 6,102.61	\$ 6,102.61
\$ 44,559.47	\$ 44,559.47	\$ 44,559.47
\$ 496.04	\$ 496.04	\$ 496.04
\$ 27.56	\$ 881.92	\$ 881.92
\$ 3.75	\$ 7,050.00	\$ 7,050.00
\$ 2.20	\$ 8,855.00	\$ 8,855.00
\$ 578.72	\$ 17,940.32	\$ 17,940.32
\$ 62.83	\$ 18,974.66	\$ 18,974.66
\$ 1.85	\$ 12,411.65	\$ 12,411.65
\$ 1.46	\$ 65,520.42	\$ 65,520.42
\$ 192.91	\$ 3,858.20	\$ 3,858.20
\$ 44.09	\$ 1,851.78	\$ 1,851.78
\$ 248.02	\$ 14,137.14	\$ 14,137.14
\$ 0.29	\$ 1,945.61	\$ 1,945.61
\$ 0.29	\$ 13,014.33	\$ 13,014.33
\$ 0.29	\$ 1,167.25	\$ 1,167.25
\$ 3.21	\$ 513.60	\$ 513.60
\$ 1,415.37	\$ 11,322.96	\$ 11,322.96
\$ 26.04	\$ 4,166.40	\$ 4,166.40
\$ 82.67	\$ 744.03	\$ 744.03

Marathon Maintenance Inc		
UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 14,400.00	\$ 14,400.00	\$ 14,400.00
\$ 80,861.76	\$ 80,861.76	\$ 80,861.76
\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
\$ 14.00	\$ 448.00	\$ 448.00
\$ 6.22	\$ 11,693.60	\$ 11,702.00
\$ 2.25	\$ 9,056.25	\$ 9,056.25
\$ 653.20	\$ 20,249.20	\$ 20,249.20
\$ 57.50	\$ 17,365.00	\$ 17,365.00
\$ 0.35	\$ 2,348.15	\$ 2,348.15
\$ 0.35	\$ 15,706.95	\$ 15,706.95
\$ 165.00	\$ 3,300.00	\$ 3,300.00
\$ 60.00	\$ 2,520.00	\$ 2,520.00
\$ 300.00	\$ 17,100.00	\$ 17,100.00
\$ 0.80	\$ 5,367.20	\$ 5,367.20
\$ 0.80	\$ 35,901.60	\$ 35,901.60
\$ 1.25	\$ 5,031.25	\$ 5,031.25
\$ 12.50	\$ 2,000.00	\$ 2,000.00
\$ 400.00	\$ 3,200.00	\$ 3,200.00
\$ 9.50	\$ 1,520.00	\$ 1,520.00
\$ 140.00	\$ 1,260.00	\$ 1,260.00

LSI		
UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
\$ 68,000.00	\$ 68,000.00	\$ 68,000.00
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 400.00	\$ 12,800.00	\$ 12,800.00
\$ 12.00	\$ 22,560.00	\$ 22,560.00
\$ 1.95	\$ 7,848.75	\$ 7,848.75
\$ 565.00	\$ 17,515.00	\$ 17,515.00
\$ 45.00	\$ 13,590.00	\$ 13,590.00
\$ 0.30	\$ 2,012.70	\$ 2,012.70
\$ 0.30	\$ 13,463.10	\$ 13,463.10
\$ 157.00	\$ 3,140.00	\$ 3,140.00
\$ 200.00	\$ 8,400.00	\$ 8,400.00
\$ 450.00	\$ 25,650.00	\$ 25,650.00
\$ 1.75	\$ 11,740.75	\$ 11,740.75
\$ 1.25	\$ 56,096.25	\$ 56,096.25
\$ 2.80	\$ 11,270.00	\$ 11,270.00
\$ 4.50	\$ 720.00	\$ 720.00
\$ 4.75	\$ 38.00	\$ 38.00
\$ 1.95	\$ 312.00	\$ 312.00
\$ 40.00	\$ 360.00	\$ 360.00

Yard Masters Inc		
UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 31,837.31	\$ 31,837.31	\$ 31,837.31
\$ 51,982.56	\$ 51,982.56	\$ 51,982.56
\$ 17,899.00	\$ 17,899.00	\$ 17,899.00
\$ 36.00	\$ 1,152.00	\$ 1,152.00
\$ 22.50	\$ 42,300.00	\$ 42,300.00
\$ 4.25	\$ 17,106.25	\$ 17,106.25
\$ 950.00	\$ 29,450.00	\$ 29,450.00
\$ 74.00	\$ 22,348.00	\$ 22,348.00
\$ 0.68	\$ 4,562.12	\$ 4,562.12
\$ 0.68	\$ 30,516.36	\$ 30,516.36
\$ 625.00	\$ 12,500.00	\$ 12,500.00
\$ 185.00	\$ 7,770.00	\$ 7,770.00
\$ 1,733.59	\$ 98,814.63	\$ 98,814.63
\$ 17.25	\$ 115,730.25	\$ 115,730.25
\$ 17.05	\$ 765,152.85	\$ 765,152.85
\$ 17.00	\$ 68,425.00	\$ 68,425.00
\$ 19.00	\$ 3,040.00	\$ 3,040.00
\$ 755.25	\$ 6,042.00	\$ 6,042.00
\$ 23.00	\$ 3,680.00	\$ 3,680.00
\$ 415.00	\$ 3,735.00	\$ 3,735.00

UNIT TOTAL SUM TOTAL

\$ 235,513.39 \$ 235,513.39

ENTERED TOTAL \$ 235,513.39

UNIT TOTAL SUM TOTAL

\$ 251,128.96 \$ 251,137.36

ENTERED TOTAL \$ 251,137.36

UNIT TOTAL SUM TOTAL

\$ 286,516.55 \$ 286,516.55

ENTERED TOTAL \$ 286,516.55

UNIT TOTAL SUM TOTAL

\$ 1,334,043.33 \$ 1,334,043.33

ENTERED TOTAL \$ 1,334,043.33

WEST HAVEN CITY			
POULTER POND LANDSCAPE IMPROVEMENTS			
POULTER POND, WEST HAVEN , UTAH			
POULTER POND, WEST HAVEN , UTAH			
ITEM	DESCRIPTION	QTY	UNIT OF MEASURE
6/15/2026	PROJECT LIMITS: POULTER POND		
1	MOB AND DEMOB	1	LS
2	Site Preparation	1	LS
3	SWPPP	1	LS
4	Demo Existing Curb and Gutter	85	LF
5	Parking Lot Asphalt (3" Asphalt, 6" Base, 8" Sub base)	5237	SF
6	Parking Lot Curb and Gutter (Include Base)	365	LF
7	Parking Lot Striping	1	LS
8	Parking Lot Lighting (Include Conduit & Wire to Connect to Ex Li	3	EA

SCHEDULE C

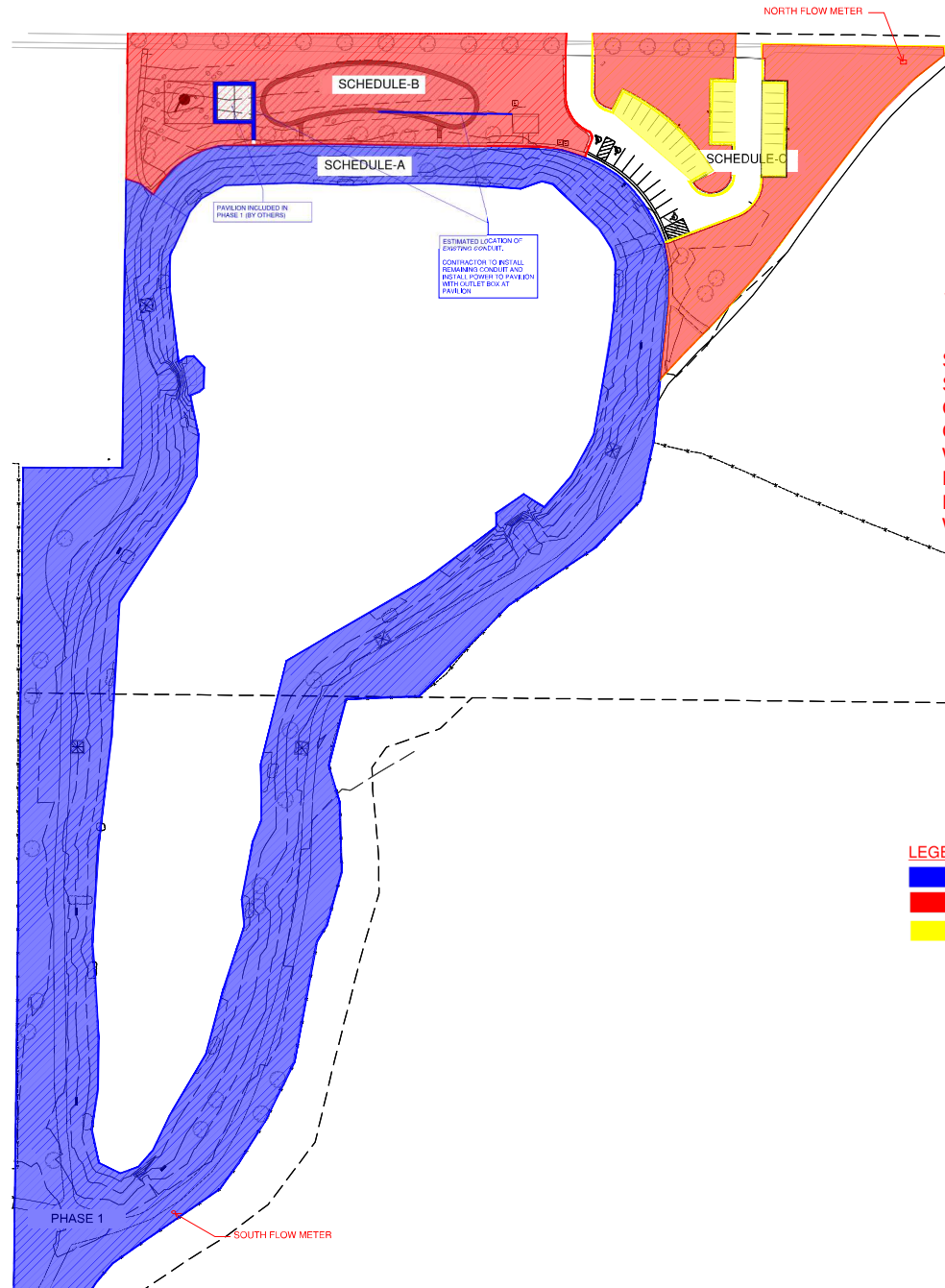
Marathon Maintenance Inc		
UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
\$ 6,201.30	\$ 6,201.30	\$ 6,201.30
\$ 400.00	\$ 400.00	\$ 400.00
\$ 24.00	\$ 2,040.00	\$ 2,040.00
\$ 6.00	\$ 31,422.00	\$ 31,422.00
\$ 65.00	\$ 23,725.00	\$ 23,725.00
\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
\$ 14,500.00	\$ 43,500.00	\$ 43,500.00
UNIT TOTAL		SUM TOTAL
\$ 114,688.30		\$ 114,688.30
ENTERED TOTAL		\$ 114,688.30

Yard Masters Inc

UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 8,370.93	\$ 8,370.93	\$ 8,370.93
\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
\$ 3,522.00	\$ 3,522.00	\$ 3,522.00
\$ 8.00	\$ 680.00	\$ 680.00
\$ 10.00	\$ 52,370.00	\$ 52,370.00
\$ 46.00	\$ 16,790.00	\$ 16,790.00
\$ 975.00	\$ 975.00	\$ 975.00
\$ 8,500.00	\$ 25,500.00	\$ 25,500.00
UNIT TOTAL		SUM TOTAL
\$ 117,707.93		\$ 117,707.93
ENTERED TOTAL		\$ 117,707.93

Strong Excavation & Construction

UNIT COST	UNIT TOTAL	ENTERED TOTAL
\$ 17,258.74	\$ 17,258.74	\$ 17,258.74
\$ 7,213.75	\$ 7,213.75	\$ 7,213.75
\$ 497.96	\$ 497.96	\$ 497.96
\$ 26.63	\$ 2,263.55	\$ 2,263.55
\$ 8.37	\$ 43,833.69	\$ 43,833.69
\$ 103.27	\$ 37,693.55	\$ 37,693.55
\$ 1,504.95	\$ 1,504.95	\$ 1,504.95
\$ 13,278.95	\$ 39,836.85	\$ 39,836.85
UNIT TOTAL		SUM TOTAL
\$ 150,103.04		\$ 150,103.04
ENTERED TOTAL		\$ 150,103.04



Schedule - A
 Site Preparation, SWPPP, Mob & Demob ,Concrete Pad for Bench , Picnic Shelter with Concrete Pad, Power to Pavilion, Trees, Shrubs, Lawn, Meadow Lawn, Irrigation for all Landscaping(Includes Valves, Mainline and Wiring) Controller, Filter, Pump, Flow Meter-North, South, Pipe Sleeve.

Schedule - B
 Site Preparation, Mob & Demob, SWPPP, Concrete Pad to connect Sidewalk, Crushed Gravel Path (With Steel Edging) Rock Mulch With Fabric , Trees, Shrub, Lawn, Meadow Lawn, Boulder, Topsoil, Irrigation for all Landscaping(Include Valves, Mainline and Wiring), Pipe Sleeve.

Schedule - C
 Mob and Demob , Site Preparation, SWPPP, Demo Existing Curb and Gutter , Parking Asphalt ,New Curb and Gutter, Parking Striping ,Parking Lot Lighting.

LEGENDS:

	SCHEDULE-A
	SCHEDULE-B
	SCHEDULE-C

STAFF REPORT

TO: Mayor and City Council
FROM: Ed Mignone, City Engineer
Shawn Warnke, City Manager
DATE: August 12, 2026
SUBJECT: WACOG Resolutions
Amendment related to the 5100 W/4000 S Intersection Improvement Project
Amendment related to the 5100 W/3300 S Road Improvement Project



Background

The Council was apprised that staff was in the process of requesting amendments to two (2) current agreements with WACOG. The nature of and reason for the amendments were detailed in correspondence from the City Manager to Brooke Stewart dated April 16, 2026.

The Weber Area Council of Governments (WACOG) has initially approved funding for the 3300 S and 5100 W road improvement projects in the amount \$4,798,000. West Haven City agreed to provide matching funds in the amount of \$1,080,000.

Under separate agreement, WACOG has also awarded funding for the 4000 S/5100 W Intersection Improvement Project to accommodate the installation of a UDOT traffic signal. For this project, the City was awarded \$900,000 of Sales Tax Funds with a \$100,000 City match.

Based on the completed signal design by UDOT and the remaining right-of-way acquisitions at the intersection, the intersection improvements can be included within the scope of the 5100 W project.

The City requested WACOG consider an amendment combining the funds of the 4000 S 5100 W Intersection Improvement Project funds with the remaining funds for the 3300 S and 5100 W Roadway Improvement Projects.

The goal of consolidating the roadway and intersection projects into a single funding amount simplifies continued project management and the reimbursement/match requests processes while also significantly increasing administrative efficiency.

The tables below summarizes both project budgets and funding, as well as the requested combined total.

Current 5100 W Roadway Improvement Project Budget		Current 5100 W/4000 S Intersection Improvement Project Budget	
\$4,789,000.00	Sales Tax Fund	\$900,000	Sales Tax Fund
\$1,080,000	City Match	\$100,000	City Match
\$5,878,000	Total Original Budget	\$1,000,000	Total Original Budget

Requested Combined Project Budget			
\$5,878,000		Total Original 3300 S - 5100 W Roadway Budget	
\$1,000,000		Total Original 4000 S/5100 W Intersection Budget	
\$6,878,000		Total Original Funding Amounts Combined	

Discussion

On June 1, 2026, the Weber Area Council of Governments (WACOG) approved the City's request to combine the roadway improvements project and the intersection improvement project into one coordinated construction project. Two (2) resolutions are submitted for the Council's consideration to enact the requested agreement amendments.

The resolution entitled, **FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT Project: 5100 West / 4000 South Intersection** reflects the Parties desire to amend the Original Intersection Agreement to reflect the newly approved project scope while making no change to the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award.

The resolution entitled, **SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT Project: 5100 West / 3300 South** reflects the Parties desire to amend the Original Roadway Improvements Agreement to reflect the newly approved project scope while making no change to the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award. Note that the original 5100 W/3300 S agreement had been previously amended in July 2024 to expand the original project scope to allow for the complete improvement of 5100 S to and including the 4000 S intersection.

Recommendation

Staff believes that these amendments are administrative in nature and do not affect the current project scope and cost. They are necessary for the successful completion of these projects and are in the best interest of the City. Staff further recommends that the Council approve these resolutions and authorize their execution.

EJM:ejm

Attachment: Correspondence from Shawn Warnket, WHC City Manager to WACOG regarding "3300 S - 5100 W Road Improvement Projects and 4000 S / 5100 W Intersection Improvement Project Sales Tax Funds Amendment Request West Haven City, dated April 16, 2026.

Resolution No. 33-2026

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 WEST/4000 SOUTH INTERSECTION PROJECT BETWEEN THE CITY AND WEBER COUNTY; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

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

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

WHEREAS, the City Council desires to improve a certain portion of the 5100 West and 4000 South Intersection within West Haven City which will improve safety for the public; and

WHEREAS, the City Council feels that the best way to accomplish these goals and help pay for these improvements is to enter into the First Amendment to the Local Transportation Funding Agreement with Weber County; and

WHEREAS the City Council now desires to adopt this First Amendment to the Local Transportation Funding Agreement, which reflects the additional funding approved by Weber County for this project and establishes the terms for the funding's use, by accepting the terms thereof; and,

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

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

SECTION II. AGREEMENT :

1. That the First Amendment to the Local Transportation Funding Agreement between Weber County and the City, a copy of which is attached as Attachment "A" to this Resolution, regarding the 5100 West/4400 South Intersection Project 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.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of August 2026.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

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

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

DRAFT

ATTACHMENT “A”

ATTACHMENT “A” TO RESOLUTION NO. 33-2026

**THE SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING
AGREEMENT BETWEEN THE CITY AND WEBER COUNTY REGARDING THE 5100
WEST/4400 SOUTH INTERSECTION PROJECT**

DRAFT

FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: 5100 West / 4000 South Intersection

This First Amendment to the Local Transportation Funding Agreement (“First Amendment”) is made and entered into this ____ day of _____, 2026, by and between the **County of Weber, Utah** (the “County”) and **West Haven City** (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the Parties entered into a Local Transportation Funding Agreement (the “Original Intersection Agreement”), dated April 2, 2024 establishing the terms under which the County awarded the City funding for the 5100 West / 4000 South Intersection Project (the “Project”); and

WHEREAS, pursuant to the Original Intersection Agreement, the County awarded the City an amount up to \$900,000 in Transportation Funding (the “Intersection Award”), with a local matching contribution from the City of \$100,000; and

WHEREAS, the Parties also entered into a separate local transportation funding agreement dated March 28, 2023, for the 5100 West & 3300 South Roadway Improvement Project (“Original Roadway Improvement Agreement”) and the County awarded the City an amount up to \$3,998,000 in transportation funding (the “Roadway Improvements Award”) with a local matching contribution from the City of \$1,000,000; and

WHEREAS, pursuant to the Roadway Improvements First Amendment dated July 23, 2024, the County awarded the City an additional amount up to \$800,000 in Transportation Funding (the “Roadway Improvements First Amendment Award”), the City committed an additional local matching contribution of \$80,000, and the Parties expanded the scope of the Original Roadway Improvement Agreement to include sidewalk improvements between the roadway project and the 4000 South intersection; and

WHEREAS, on June 1, 2026, the Weber Area Council of Governments (WACOG) approved the City's request to combine the roadway improvements project and the intersection improvement project into one coordinated construction project; and

WHEREAS, the Parties desire to amend the Original Intersection Agreement to reflect the newly approved project scope while making no change to the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award;

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

1. **Project Scope.** The Project scope described in Exhibit A of the Original Intersection Agreement is amended to incorporate the improvements identified in the City's amendment request approved by WACOG on June 1, 2026, attached hereto as **Exhibit A** and incorporated herein by reference.
2. **Coordinated Project Administration.** The 3300 South / 5100 West Roadway Improvements Project and the 5100 West & 4000 South Intersection Improvement Project shall be administered as one coordinated project for purposes of project delivery, reimbursement, and construction.
3. **Transportation Funding.** This First Amendment does not modify the amount of transportation funding awarded under the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award. The combined transportation funding available for the coordinated Project remains \$5,698,000, consisting of \$4,798,000 awarded under the Original Roadway Improvements Agreement and the Roadway Improvements First Amendment and \$900,000 awarded under the Original Intersection Agreement. The combined required local matching contribution remains \$1,180,000, consisting of \$1,080,000 under the Roadway Improvements Agreement and the Roadway Improvements First Amendment and \$100,000 under the Original Intersection Agreement.
4. **Remaining Terms.** Except as expressly modified by this First Amendment, all other terms and conditions of the Original Intersection Agreement not specifically referenced herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Second Amendment.

Dated this _____ day of _____, 2026.

WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

ATTEST:

Weber County Clerk/Auditor

WEST HAVEN CITY

By: _____

Title: _____

Date: _____

ATTEST:

Title: _____

EXHIBIT A
Amendment Request
Project Scope



4150 SOUTH 3900 WEST
WEST HAVEN, UT 84401
PHONE: 801-731-4519
FAX: 801-731-1002
<http://www.westhavencity.com>

WEST HAVEN CITY

MAYOR
Rob Vanderwood

COUNCIL MEMBERS
Ryan Swapp
Kim Dixon
Ryan Saunders
Carrie Call
Nina Morse

April 16, 2026

VIA EMAIL bstewart@webercountyutah.gov

Ms. Brooke Stewart
Weber County Local Transportation Funds
Community Development
2380 Washington Blvd, Ste 240
Ogden, UT 84401

**Re: 3300 S - 5100 W Road Improvement Projects
and 4000 S / 5100 W Intersection Improvement Project
Sales Tax Funds Amendment Request
West Haven City**

Dear Ms. Stewart,

The Weber Area Council of Governments (WACOG) has previously approved funding for the 3300 S and 5100 W road improvement projects in the amount \$4,798,000. West Haven City agreed to provide matching funds in the amount of \$1,080,000. The project scopes included widening both roads and adding sidewalk, curb, and gutter along 3300 South and 5100 West.

Since being awarded funding, the City has completed significant portions of construction, including the 3300 South Roadway Improvement Project and the 5100 West Utility Improvement Project. The City Council recently awarded a contract for construction of the remaining improvements along 5100 West, including the road improvements at the intersection of 4000 South.

As you know, in 2024 WACOG awarded funding for the 4000 S 5100 W Intersection Improvement Project to accommodate the installation of a UDOT traffic signal. For this project, the City was awarded \$900,000 of Sales Tax Funds with a \$100,000 City match.

Based on the completed signal design by UDOT and the remaining right-of-way acquisitions at the intersection, the intersection improvements can be included within the scope of the 5100 W project.

The City therefore respectfully requests consideration of an application amendment that allows for combining the funds of the 4000 S 5100 W Intersection Improvement Project funds with the remaining funds for the 3300 S and 5100 W Roadway Improvement Projects.

Consolidating the roadway and intersection projects into a single funding amount would simplify continued project management and the reimbursement/match requests processes while also significantly increasing administrative efficiency.

The table below summarizes both project budgets and funding, as well as the requested combined total.

Current 5100 W Roadway Improvement Project Budget	
\$4,789,000.00	Sales Tax Fund
\$1,080,000	City Match
\$5,878,000	Total Original Budget

Current 4000 S/5100 W Intersection Improvement Project Budget	
\$900,000	Sales Tax Fund
\$100,000	City Match
\$1,000,000	Total Original Budget

Requested Combined Project Budget		
\$5,878,000		Total Original 3300 S - 5100 W Roadway Budget
\$1,000,000		Total Original 4000 S/5100 W Intersection Budget
\$6,878,000		Total Original Funding Amounts Combined

Thank you again for your assistance with what the City hopes will be a favorable consideration of its request to the WACOG subcommittee.

Please contact me if you have any questions or if you would like any additional information.

Sincerely,



Shawn Warnke
City Manager

Resolution No. 34-2026

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT REGARDING THE 5100 WEST/3300 SOUTH PROJECT BETWEEN THE CITY AND WEBER COUNTY; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AND THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

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

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

WHEREAS, the City Council desires to improve a certain portion of 5100 West and 3300 South within West Haven City which will improve safety for the public; and

WHEREAS, the City Council feels that the best way to accomplish these goals and help pay for these improvements is to enter into the Second Amendment to the Local Transportation Funding Agreement with Weber County; and

WHEREAS the City Council now desires to adopt this Second Amendment to the Local Transportation Funding Agreement, which reflects the additional funding approved by Weber County for this project and establishes the terms for the funding's use, by accepting the terms thereof; and,

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

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

SECTION II. AGREEMENT :

1. That the Second Amendment to the Local Transportation Funding Agreement between Weber County and the City, a copy of which is attached as Attachment "A" to this Resolution, regarding the 5100 West/ 3300 South Project 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.
4. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of August 2026.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

Emily Green, City Recorder

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

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

DRAFT

ATTACHMENT “A”

ATTACHMENT “A” TO RESOLUTION NO. 34-2026

**THE SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING
AGREEMENT BETWEEN THE CITY AND WEBER COUNTY REGARDING THE 5100
WEST/3300 SOUTH PROJECT**

DRAFT

SECOND AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: 5100 West / 3300 South

This Second Amendment to the Local Transportation Funding Agreement (“Second Amendment”) is made and entered into this _____ day of _____, 2026, by and between the **County of Weber, Utah** (the “County”) and **West Haven City** (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the Parties entered into a Local Transportation Funding Agreement (the “Original Roadway Improvements Agreement”), dated March 28, 2023, establishing the terms under which the County awarded the City funding for the 5100 West / 3300 South Project (the “Project”); and

WHEREAS, pursuant to the Original Roadway Improvements Agreement, the County awarded the City an amount up to \$3,998,000 in Transportation Funding (the “Roadway Improvements Award”), with a local matching contribution from the City of \$1,000,000; and

WHEREAS, pursuant to the Roadway Improvements First Amendment dated July 23, 2024, the County awarded the City an additional amount up to \$800,000 in Transportation Funding (the “Roadway Improvements First Amendment Award”), the City committed an additional local matching contribution of \$80,000, and the Parties expanded the Project scope to include sidewalk improvements between the roadway project and the 4000 South intersection; and

WHEREAS, the Parties also entered into a separate local transportation funding agreement dated April 2, 2024, for the 5100 West & 4000 South Intersection Improvement Project (“Original Intersection Agreement”); and

WHEREAS, pursuant to the Original Intersection Agreement, the County awarded the City an amount up to \$900,000 in transportation funding (the “Intersection Award”), with a local matching contribution from the City of \$100,000; and

WHEREAS, on June 1, 2026, the Weber Area Council of Governments (WACOG) approved the City's request to combine the roadway improvements project and the intersection improvement project into one coordinated construction project; and

WHEREAS, the Parties desire to amend the Original Roadway Improvements Agreement to reflect the newly approved project scope while making no change to the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award;

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

1. **Project Scope.** The Project scope described in Exhibit A of the Original Roadway Improvements Agreement is amended to incorporate the improvements identified in the City's amendment request approved by WACOG on June 1, 2026, attached hereto as **Exhibit A** and incorporated herein by reference.
2. **Coordinated Project Administration.** The 3300 South / 5100 West Roadway Improvements Project and the 5100 West & 4000 South Intersection Improvement Project shall be administered as one coordinated project for purposes of project delivery, reimbursement, and construction.
3. **Transportation Funding.** This Second Amendment does not modify the amount of transportation funding awarded under the Roadway Improvements Award, the Roadway Improvements First Amendment Award, or the Intersection Award. The combined transportation funding available for the coordinated Project remains \$5,698,000, consisting of \$4,798,000 awarded under the Original Roadway Improvements Agreement and the Roadway Improvements First Amendment and \$900,000 awarded under the Original Intersection Agreement. The combined required local matching contribution remains \$1,180,000, consisting of \$1,080,000 under the Roadway Improvements Agreement and the Roadway Improvements First Amendment and \$100,000 under the Original Intersection Agreement.
4. **Future Scope Revisions.** The City may make future revisions to the scope of the Project with written approval from the County Commission where such revision does not materially alter the scope of the Project. The Parties are not required to execute an amendment to the Original Roadway Improvements Agreement in making such revisions. Instead, the written approval shall be incorporated into Exhibit A and retained with the Original Roadway Improvements Agreement.
5. **Remaining Terms.** Except as expressly modified by this Second Amendment, all other terms and conditions of the Original Roadway Improvements Agreement and the Roadway Improvements First Amendment not specifically referenced herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Second Amendment.

Dated this _____ day of _____, 2026.

WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

ATTEST:

Weber County Clerk/Auditor

WEST HAVEN CITY

By: _____

Title: _____

Date: _____

ATTEST:

Title: _____

EXHIBIT A
Amendment Request
Project Scope



4150 SOUTH 3900 WEST
WEST HAVEN, UT 84401
PHONE: 801-731-4519
FAX: 801-731-1002
<http://www.westhavencity.com>

WEST HAVEN CITY

MAYOR
Rob Vanderwood

COUNCIL MEMBERS
Ryan Swapp
Kim Dixon
Ryan Saunders
Carrie Call
Nina Morse

April 16, 2026

VIA EMAIL bstewart@webercountyutah.gov

Ms. Brooke Stewart
Weber County Local Transportation Funds
Community Development
2380 Washington Blvd, Ste 240
Ogden, UT 84401

**Re: 3300 S - 5100 W Road Improvement Projects
and 4000 S / 5100 W Intersection Improvement Project
Sales Tax Funds Amendment Request
West Haven City**

Dear Ms. Stewart,

The Weber Area Council of Governments (WACOG) has previously approved funding for the 3300 S and 5100 W road improvement projects in the amount \$4,798,000. West Haven City agreed to provide matching funds in the amount of \$1,080,000. The project scopes included widening both roads and adding sidewalk, curb, and gutter along 3300 South and 5100 West.

Since being awarded funding, the City has completed significant portions of construction, including the 3300 South Roadway Improvement Project and the 5100 West Utility Improvement Project. The City Council recently awarded a contract for construction of the remaining improvements along 5100 West, including the road improvements at the intersection of 4000 South.

As you know, in 2024 WACOG awarded funding for the 4000 S 5100 W Intersection Improvement Project to accommodate the installation of a UDOT traffic signal. For this project, the City was awarded \$900,000 of Sales Tax Funds with a \$100,000 City match.

Based on the completed signal design by UDOT and the remaining right-of-way acquisitions at the intersection, the intersection improvements can be included within the scope of the 5100 W project.

The City therefore respectfully requests consideration of an application amendment that allows for combining the funds of the 4000 S 5100 W Intersection Improvement Project funds with the remaining funds for the 3300 S and 5100 W Roadway Improvement Projects.

Consolidating the roadway and intersection projects into a single funding amount would simplify continued project management and the reimbursement/match requests processes while also significantly increasing administrative efficiency.

The table below summarizes both project budgets and funding, as well as the requested combined total.

Current 5100 W Roadway Improvement Project Budget	
\$4,789,000.00	Sales Tax Fund
\$1,080,000	City Match
\$5,878,000	Total Original Budget

Current 4000 S/5100 W Intersection Improvement Project Budget	
\$900,000	Sales Tax Fund
\$100,000	City Match
\$1,000,000	Total Original Budget

Requested Combined Project Budget		
\$5,878,000		Total Original 3300 S - 5100 W Roadway Budget
\$1,000,000		Total Original 4000 S/5100 W Intersection Budget
\$6,878,000		Total Original Funding Amounts Combined

Thank you again for your assistance with what the City hopes will be a favorable consideration of its request to the WACOG subcommittee.

Please contact me if you have any questions or if you would like any additional information.

Sincerely,

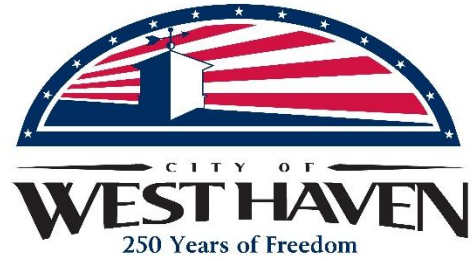


Shawn Warnke
City Manager

City Council Staff Review Memo

August 19, 2026

Stephen Nelson, Community Development Director

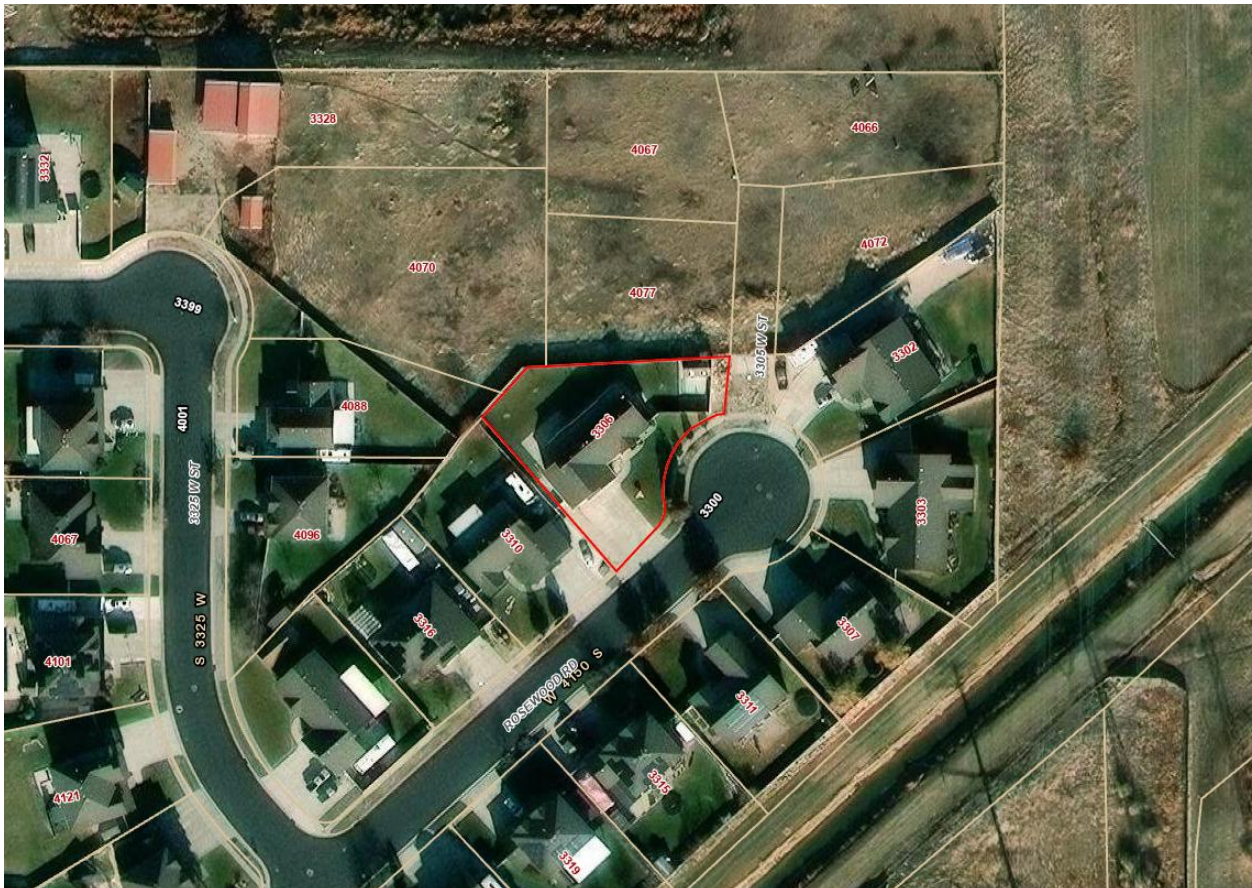


Plan

Proposal: Discussion and Consideration regarding termination of a lease agreement

Staff Recommendation: Recommend Approval

Image 1: French Property and Roadway Area



I. BACKGROUND

West Haven entered into a lease agreement on Sept 4, 2013, with the French family for a dedicated section of the right-of-way. The agreement terms are from 2013 to 2023, then on a month-to-month basis thereafter, for lease payments of \$1.00 per year. A few years ago, the City asked the property owner to vacate about half of the property, which they did. Located directly to the north are four undeveloped lots, part of the Cucerveavii Subdivision, with a private roadway connecting to Rosewood RD. The developer and owner of the subdivision located directly to the north has filed a petition to amend the existing subdivision, utilize the full right-of-way, and change the roadway within his development from private to public. This update enhances access to the development and is more in line with West Haven access and road standards. This update requires the applicant to incorporate the full stub into his development, including the roadway section under lease by the French family. The developer has submitted an amended plat and improvement plans to the City, and is about ready for final approval. As such, staff proposes that the City Council consider terminating the lease agreement with the French family for use of the dedicated right-of-way.

II. Terms of the Lease Agreement

The lease agreement sets out terms for the use of the property, fees, time frame, and termination. In section two and three of the lease agreement, it states the following:

2. The terms of this lease will be from the 1st day of January, 2013, until the 31st day of December, 2023 or until earlier rescinded as provided below. If the Lessee continues to occupy the property, with the consent of the City, after the expiration of the original term of this lease, the lease payments will continue on a month-to-month basis pro-rated from the annual amount set out with all of the other terms of this lease continuing unchanged.

3. The lease payment will be for \$1.00 per year and will be payable by the Lessee to the City on the 1st day of January, 2013 for each subsequent year beginning on the 1st day of January each year...

The Lessee has made the required annual payment.

Under terms of termination, there are two sections of the agreement that staff wanted to call out within the report:

7. Lessee agree to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the City's written consent. At the termination of this lease, the Lessee agrees to leave the property in the same condition as or better condition than when it was received, except for normal wear and tear and subject to proper authorization for any improvements installed by the Lessee

Image 2: Picture of the Dedicated ROW

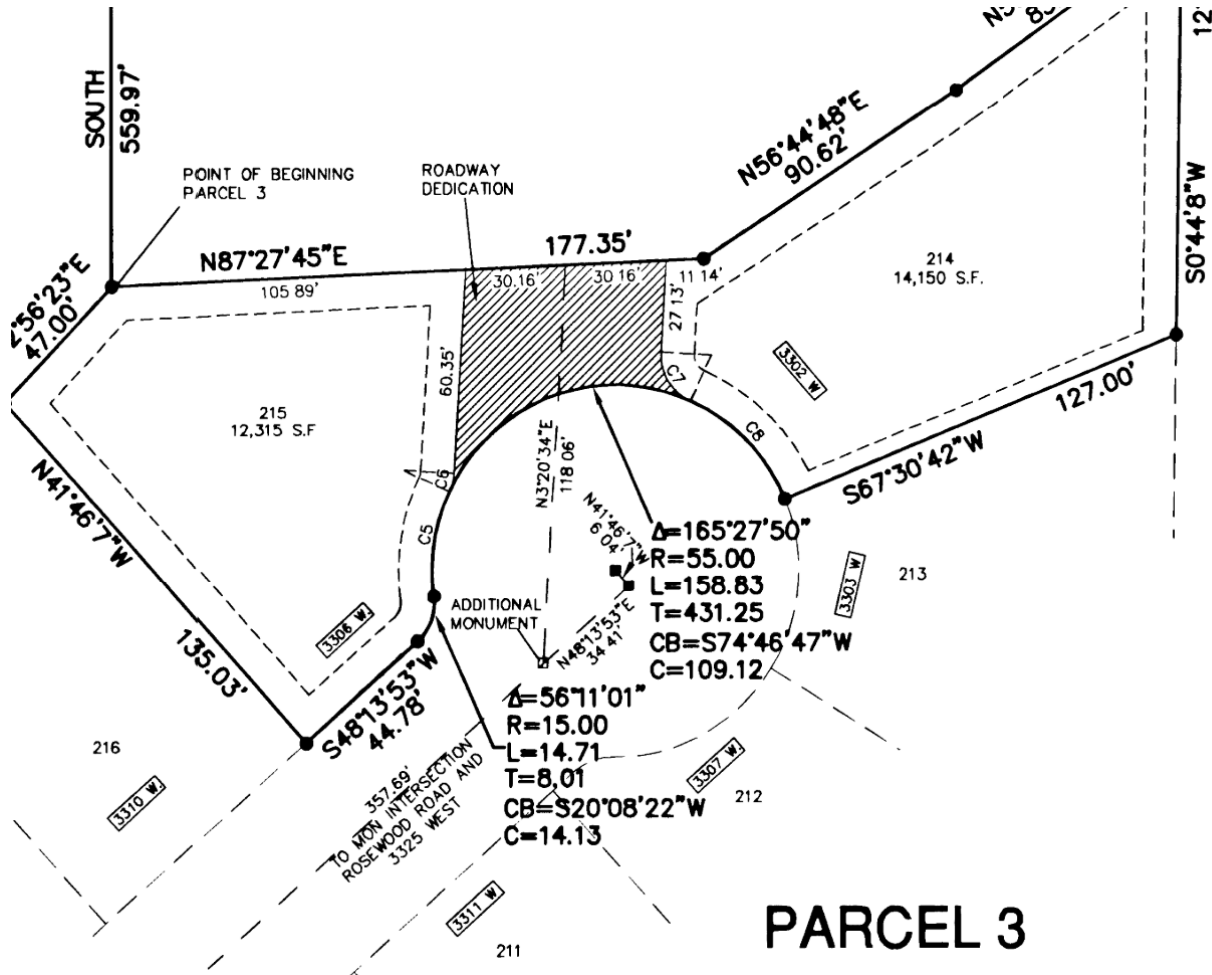


The lessee has constructed some improvements on the property, including a fence, a shed, cement, grass, and a couple of trees (seen in Image 2). The developer has conducted some surveying of the property and has placed a stake on the French's northern boundary, marking the right-of-way lines. Once the lease is terminated, it would be the property owner's responsibility to "leave the property in the same condition as or better condition than when it was received".

Section 21 sets out the terms of termination.

21. Any other provisions in this lease to the contrary notwithstanding, the City shall have the unilateral right to terminate this lease with not less than thirty (30) days' notice for any valid governmental purpose. The City shall determine in their sole discretion what constitutes a valid governmental purpose.

Image 3: West Haven Rosewood Estates Phase 2 First Amendment lots 214,215,220,221



Providing roadways and access to homes and future development is a valid governmental purpose. West Haven Subdivision code requires:

§ 156.055 RELATED TO ADJOINING STREET SYSTEMS.

- (A) The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the Planning Commission for public requirements. The street arrangement must be such so as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it.

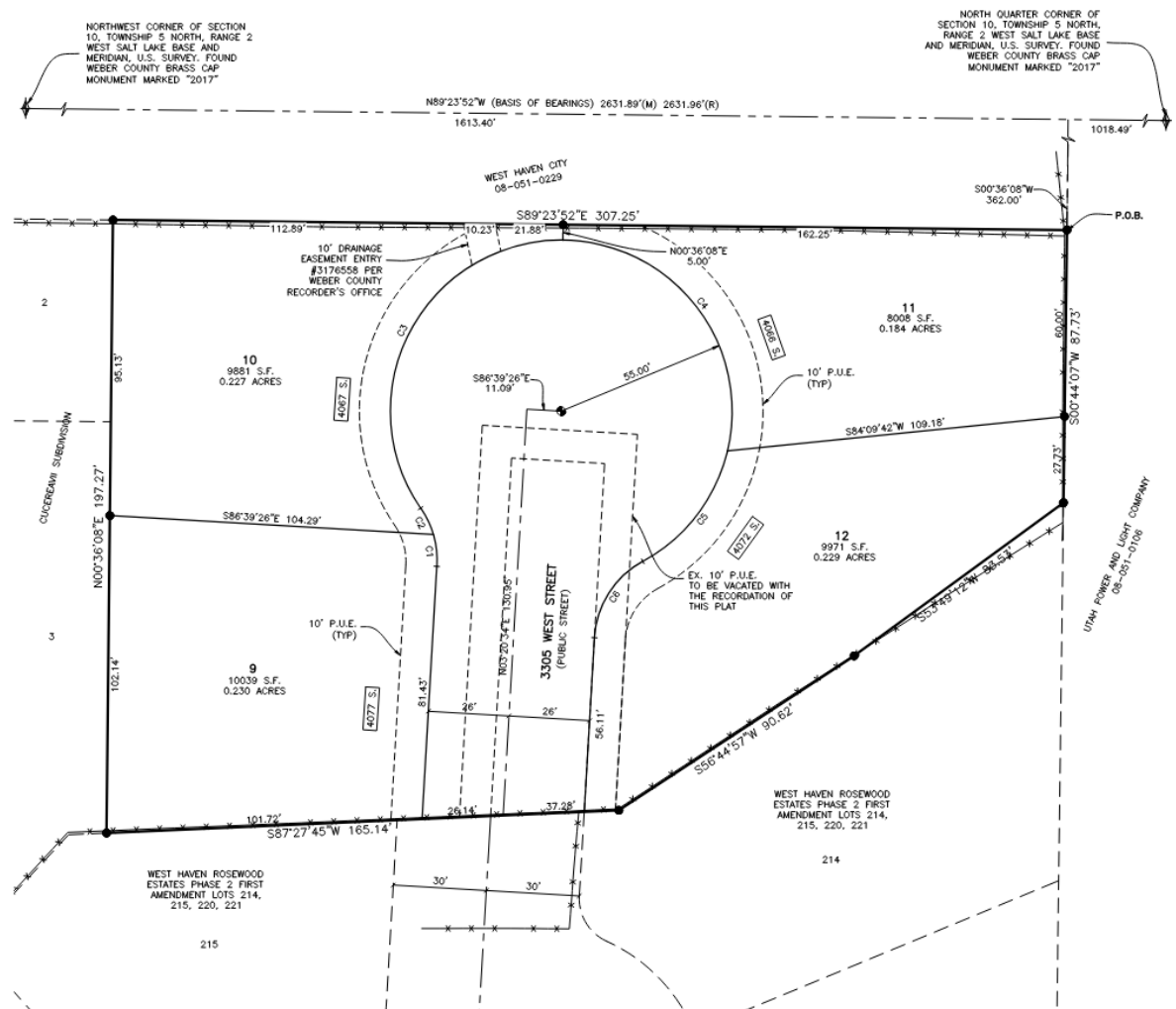
§ 156.056 STREET AND ALLEY WIDTHS, CUL-DE-SACS, EASEMENTS.

(A) Streets in subdivisions shall be dedicated to the city as public streets, except that private streets improved to city public street standards may be approved in planned residential unit developments (PRUDs).

Image 4: Cucereavii Subdivision 1st Amendment Draft

CUCEREAVII SUBDIVISION 1ST AMENDMENT

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF WEST HAVEN, WEBER COUNTY, UTAH
MAY, 2026



When examining the dedication plat, the property is listed as "ROADWAY DEDICATION" (see Image 3). The proposed Cucereavii Subdivision 1st Amendment seeks to use the full dedication to secure public access to the development.

The Community Development Director has spoken with Jennifer French, provided them with a copy of this report and the resolution, and invited them to attend the Council meeting if they desire.

III. **RECOMMENDED ACTION**

Staff recommends that the City Council discuss various aspects of the lease termination and the need for public access. Staff is generally supportive of the updated plat and believes that it will provide better and more equitable access to those lots within the Cucereavii subdivision. It is also the opinion of staff that the dedication of this property was intended to allow future development of the property to the north; therefore, the termination of the lease agreement seems appropriate.

IV. **POSSIBLE MOTION**

Approval: *Motion to approve Resolution XX-2026, Regarding Termination of a Lease Agreement Between Jennifer L. French Living Trust and James A. French Living Trust and the City of West Haven, finding that the termination promotes better access to the Cucerveavii Subdivision, fulfilling the purpose of the dedication, which is a valid governmental purpose.*

[List any other recommendations or findings]

Approval with conditions: *Motion to approve Resolution XX-2026, Regarding Termination of a Lease Agreement Between Jennifer L. French Living Trust and James A. French Living Trust and the City of West Haven, finding that the termination promotes better access to the Cucerveavii Subdivision, fulfilling the purpose of the dedication, which is a valid governmental purpose, when the following conditions of approval are applied:*

[List Conditions]

Recommend denial: *Motion to deny Resolution XX-2026, Regarding Termination of a Lease Agreement Between Jennifer L. French Living Trust and James A. French Living Trust and the City of West Haven.*

[List considerations for denial or findings]

Table Application for Further Consideration: *Motion to table Resolution XX-2026, Regarding Termination of a Lease Agreement Between Jennifer L. French Living Trust and James A. French Living Trust and the City of West Haven.*

[List reasons for tabling the item]

Resolution No. 35-2026

**RESOLUTION OF WEST HAVEN CITY, UTAH, REGARDING TERMINATION OF A
LEASE AGREEMENT BETWEEN JENNIFER L. FRENCH LIVING TRUST AND
JAMES A. FRENCH LIVING TRUST AND THE CITY OF WEST HAVEN; 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; and

WHEREAS, the City has an obligation to maintain dedicated rights-of-way and roadways for public access, and has required subdivision and development to provide roadway connection to adjacent property for future access; and

WHEREAS, the West Haven Rosewood Estate Phase 2 First Amendment Lots 214, 215, 220, 221 Subdivision Plat provided for a roadway dedication between lots 215 and 214 to the north for future access; and

WHEREAS, the City entered into a lease agreement, titled "Lease of City Property to Adjoining Property Owner" (hereinafter "Lease") and attached as Attachment "A", on September 4, 2013, with the Jennifer L. French Living Trust and James A. French Living Trust, owners of lot 215 in the aforementioned subdivision, for the lease of "future road property between parcel No. 084890002 and No. 0848900001" in 2013 to 2023, then on a month-to-month basis thereafter, for lease payments of \$1.00 per year; and

WHEREAS, the Lease grants that the City "shall have unilateral right to terminate this lease with not less than thirty (30) days' notice for any valid governmental purpose"; and

WHEREAS, the property owner of the subdivision directly to the north has submitted plans to update the plat of Cucerveavii Subdivision, which would require the improvements of the roadway dedication that is stubbed into the property; and

WHEREAS, the developer has submitted the required improvement drawings and petitioning approval of the amended plat from the City; and

WHEREAS, public roadway access is a valid governmental purpose; and

WHEREAS, to do so will promote the health, welfare, safety, and general well-being of the citizens and is in the best interest of West Haven City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN AS FOLLOWS:

SECTION II. :

1. The City Manager shall send official notice of termination of the Lease, and such notice of termination shall be by those terms outlined in Paragraph 20 and 21 of the Lease, including giving 30 days' written notice of termination.
2. Within 10 days of the termination of the Lease, the City Manager shall provide reimbursement of the lease payment deposit of \$1.00, which money was paid by Lessee according to Paragraph 6 of the Lease as security for the payment of subsequent lease payments by the Lessee.
3. That the Mayor is authorized to sign this Resolution.
4. This resolution shall be effective immediately as allowed by law.
5. The foregoing Recitals are fully incorporated herein.

SECTION III. PRIOR RESOLUTIONS:

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

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of August 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 _____

ATTACHMENT “A”

Attached to **Resolution No. 35-2026**

**LEASE OF CITY PROPERTY TO ADJOINING PROPERTY OWNER
Dated September 4, 2013**

DRAFT

LEASE OF CITY PROPERTY TO ADJOINING PROPERTY OWNER

This Lease is made on the 4 day of September, 2013, between West Haven City, a municipal corporation of Utah, ("City"), of 4150 S 3900 W, West Haven, Utah 84401, and the JENNIFER L. FRENCH LIVING TRUST and the JAMES A. FRENCH LIVING TRUST, ("Lessee"), City of West Haven, State of Utah, 84401.

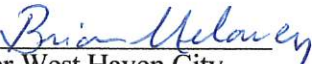
1. The City agrees to lease to the Lessee and the Lessee agrees to lease from the City the following property:

That Property That Is Described By, And Included Within, The Following Area: All of that future road property between parcel No. 084890002 and No. 084890001. The property is located between 3306 W and 3302 W on Rosewood Road (4150 South).; West Haven City, Weber County, Utah,

2. The term of this lease will be from the 1st day of January, 2013, until the 31st day of December, 2023 or until earlier rescinded as provided below. If the Lessee continues to occupy the property, with the consent of the City, after the expiration of the original term of this lease, the lease payments will continue on a month-to-month basis pro-rated from the annual amount set out with all of the other terms of this lease continuing unchanged.
3. The lease payments will be for \$1.00 per year and will be payable by the Lessee to the City on the 1st day of January, 2013 for each subsequent year beginning on the 1st day of January each year. If any lease payment is not paid within 5 days of its due date, the Lessee agrees to pay an additional late charge of 5% of the rental due.
4. The Lessee agrees to use the property only for the following purposes: all uses as though it were their own property and to otherwise maintain the property in a good, safe, and sanitary condition as if the property belonged to the Lessee, which ownership Lessee specifically disclaims.
5. The Lessee has paid the City a security deposit of \$.00. This security deposit shall be held as security for the repair of any damages to the property by the Lessee. This deposit will be returned to the Lessee within 10 days of the termination of this lease, minus any amounts needed to repair the property.
6. The Lessee has paid the City an additional year's lease payment for \$1.00. This lease payment deposit will be held as security for the payment of subsequent lease payments by the Lessee. This lease payment deposit will be returned to the Lessee within 10 days of the termination of this lease, minus any lease payment still due upon termination.
7. Lessee agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the City's written consent. At the termination of this lease, the Lessee agrees to leave the property in the same condition as or better condition than when it was received, except for normal wear and tear and subject to proper authorization for any improvements installed by Lessee

8. The City will supply no utilities to the property for the benefit of Lessee. If utility improvements are already at the property or are later installed when determined appropriate the City, Lessee agrees to pay for the use of and benefits derived from such utilities as may be or become available to this subject property.
9. The Lessee agrees to obtain and pay for the any and all utilities needed and / or desired but not otherwise provided to the property under the terms of paragraph 8, above.
10. Lessee agrees not to sub-let the property or assign this lease without the City's written consent. Lessee agrees to allow the City reasonable access to the property for inspection and repair. City agrees to only enter the property after notifying the Lessee in advance, except in an emergency.
11. The Lessee has inspected the property and has found it satisfactory,
12. If the Lessee fails to pay the lease payment on time or violates any other terms of this lease, the City will have the right to terminate this lease under state law. The City will also have the right to re-enter and take possession of it and to take advantage of any other legal remedies available.
13. The Lessee agrees to be and accepts responsibility for the repair and upkeep of the property. The City agrees that the Lessee may install the following equipment and fixtures to facilitate Lessee's use of the property: any reasonably consistent with use granted.
14. The Lessee agrees to indemnify, and hold the City harmless from any liability caused by Lessee's operations or use of the property covered by this lease. The Lessee agrees to carry liability insurance covering Lessee's operations and use of the property for not less than \$ _____ with the City named as a co-insured party. Lessee agrees to furnish City copies of the insurance policies and to not cancel the policies without notifying the city in advance.
15. This lease is subject to any mortgage or deed of trust on the property or which may be made against the property in the future. The Lessee agrees to sign any documents necessary to subordinate this lease to a mortgage or deed of trust for the City.
16. The following are additional terms of this Lease-. NONE
17. The parties agree this Lease is the entire agreement between them. This Lease binds and benefits both the City and Lessee and any successors.
18. The parties agree that no presumption shall be attached to this Agreement because it may have been prepared by one of the parties or by one party's attorney.
19. The parties agree that the failure of either party to enforce any of the provisions shall not be construed as a general relinquishment or waiver of that or any other provision.

20. The parties agree that all notices required, shall be in writing given only by prepaid telegram or mail, addressed to the other party the address on the face, and shall be deemed given on the date of dispatch or posting in the U.S. Mail, postage paid, certified mail, return receipt requested.
21. Any other provisions in this lease to the contrary notwithstanding, the City shall have the unilateral right to terminate this lease with not less than thirty (30) days' notice for any valid governmental purpose. The City shall determine in their sole discretion what constitutes a valid governmental purpose.


for West Haven City
By: Mayor, Brian J. Melaney


Jennifer L. French, Trustee-in-Trust
For the Jennifer L. French Living Trust

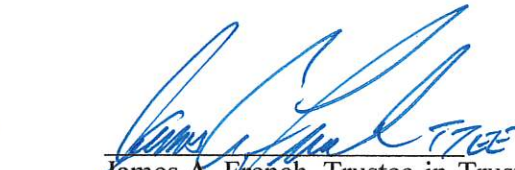

James A. French, Trustee-in-Trust
For the James A. French Living Trust

Exhibit A

PART OF THE NW.1/4, OF SECTION 10, T.5N., R.2W., S.L.B. & M.
 WEST HAVEN ROSEWOOD ESTATES PHASE 2 FIRST AMENDMENT
 LOTS 214, 215, 220, 221

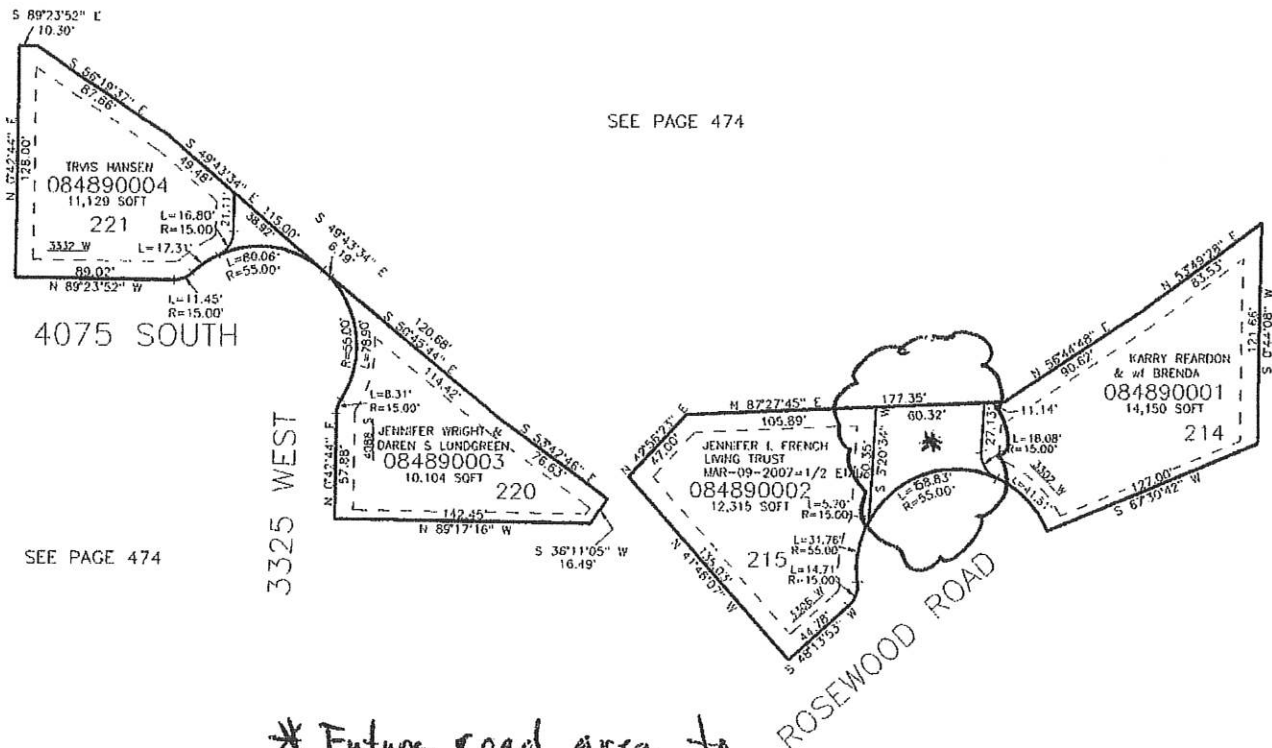
489

TAXING UNIT: 324

IN WEST HAVEN CITY

SCALE 1" = 50'

Description of Property to be leased:
 All that future road property between parcel
 Nos 084890002 and 084890001



* Future road area to be leased by the Jennifer L. French Living Trust, owners of Parcel 084890002.

SEE PAGE 474

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 67, PAGE 6 OF RECORDS.

ATTACHMENT “B”

Attached to **Resolution No. 35-2026**

**WEST HAVEN ROSEWOOD ESTATES PHASE 2 FIRST AMENDMENT LOTS 214,
215, 220, 221**

DRAFT

ATTACHMENT “C”

Attached to **Resolution No. 35-2026**
PROPOSED CUCEREAVII SUBDIVISION 1ST AMENDMENT

DRAFT

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF WEST HAVEN, WEBER COUNTY, UTAH
MAY, 2026



PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP
5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S.
SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

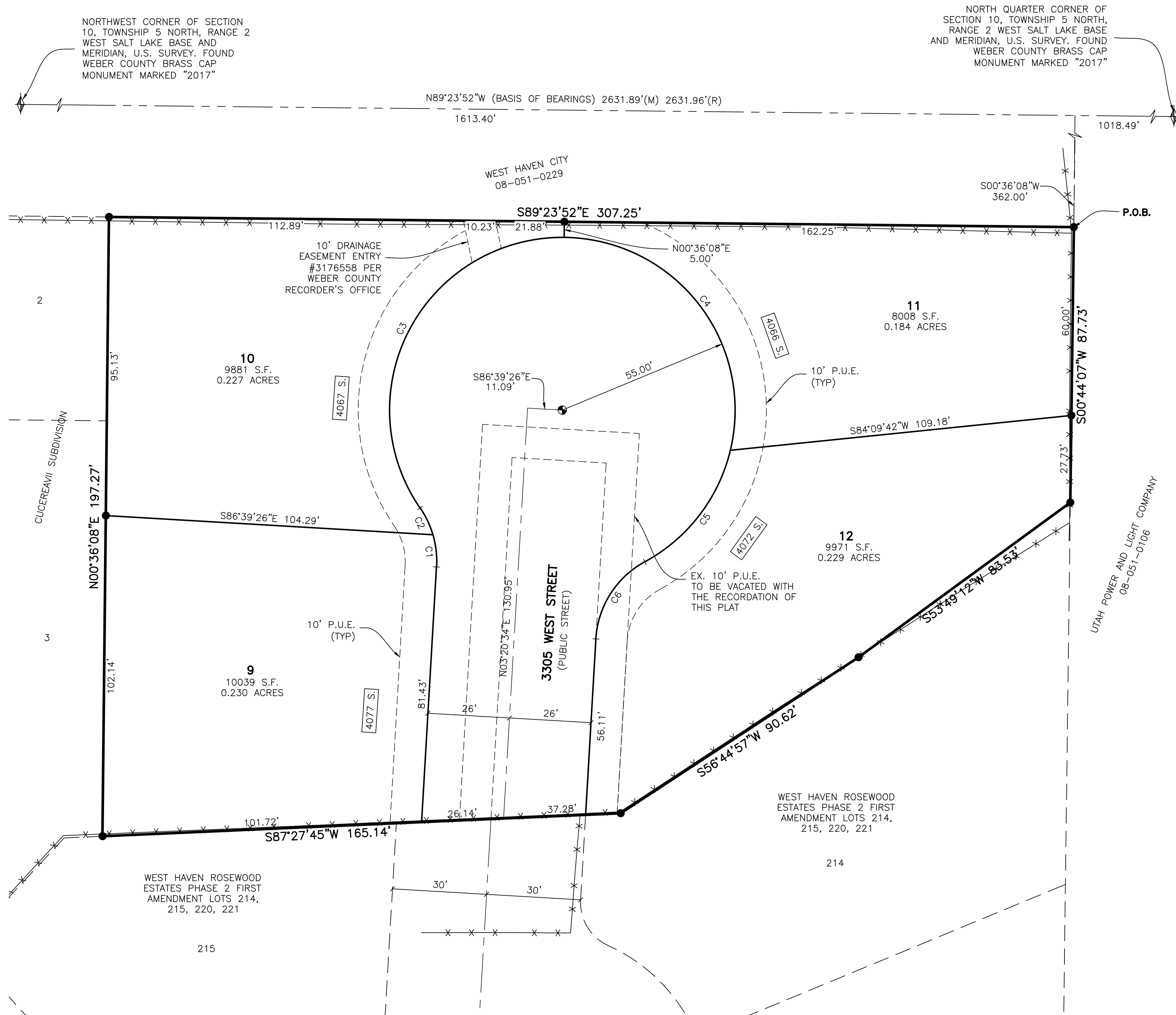
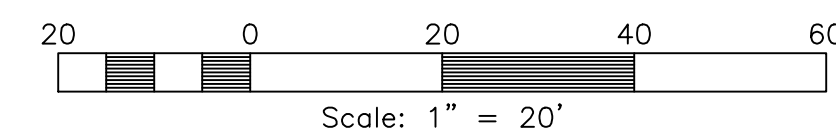
BEGINNING AT A POINT MORE OR LESS IN AN EXISTING
FENCELINE, SAID POINT BEING N89°23'52"W 101.49 FEET
ALONG THE SECTION LINE AND S00°36'08"W 362.00 FEET FROM
THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE
SOUTH 00°44'07" WEST 87.73 FEET TO THE NORTHERLY LINE
OF WEST HAVEN ROSEWOOD ESTATES PHASE 2 FIRST
AMENDMENT LOTS 214, 215, 220, 221; THENCE ALONG SAID
NORTHERLY LINE OF WEST HAVEN ROSEWOOD ESTATES PHASE 2
SOUTH 53°49'12" WEST 83.53 FEET; (2) SOUTH 56°44'57" WEST
90.62 FEET; (3) SOUTH 87°27'45" WEST 165.14 FEET; THENCE
NORTH 00°36'08" EAST 197.27 FEET TO AN EXISTING
FENCELINE; THENCE SOUTH 89°23'52" EAST 307.25 FEET ALONG
SAID FENCELINE TO THE POINT OF BEGINNING.

CONTAINING 51,599 SQUARE FEET OR 1.185 ACRES.

CURVE	RADIUS	ARC LTH	CHD LTH	CHD BEARING	DELTA
C1	30.00"	10.38'	10.32'	N06°33'54"W	19°48'55"
C2	30.00"	9.46'	9.42'	N25°30'23"W	18°04'04"
C3	55.00"	120.13'	97.63'	S28°01'52"W	125°08'33"
C4	55.00"	98.74'	86.01'	N37°57'54"W	102°51'57"
C5	55.00"	46.06'	44.72'	N37°27'26"W	47°58'43"
C6	30.00"	30.42'	29.14'	S32°23'41"W	58°06'14"

	= SECTION CORNER
	= SET 5/8" REBAR AND PLASTIC CAP STAMPED. "REEVE & ASSOCIATES"
	= SET STREET MONUMENT
	= BOUNDARY LINE
	= LOT LINE
	= ROAD CENTERLINE
	= SECTION TIE LINE
	= ADJOINING PROPERTY LINE
	= EASEMENT LINE
	= EXISTING FENCE LINE
	= PUBLIC UTILITY EASEMENT

P.U.E.

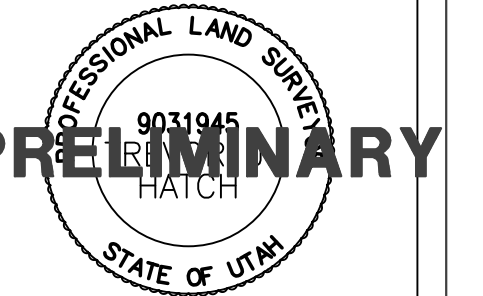


I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF CUCERREAVILLE SECTION 1ST AMENDMENT IN WEST HAVEN, WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEST HAVEN CITY, UTAH, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER



WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PUBLIC STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT CUCERAVAI SUBDIVISION 1ST AMENDMENT, AND DO HEREBY DEDICATE TO WEST HAVEN CITY TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON, AND UNDER THE LAND SO DESIGNATED HEREIN AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

PAVEL CUCEREAVII

SVETIANA CUCEREAVII

STATE OF UTAH) ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____
SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY
SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND
FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

THE BASIS OF BEARINGS IS BETWEEN THE FOUND BRASS CAP MONUMENTS AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N89°23'52"W.

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE BELOW DESCRIBED PROPERTY INTO ONE LOT AS SHOWN. ALL BOUNDARY AND REAR LOT CORNERS WERE SET WITH A 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

Surveyor: T. HATCH
 Designer: E. ROCHE
 Begin Date: 11-18-25
 Name: CUCEREAVII SUBDIVISION
1ST AMENDMENT
 Number: 7346-01
 Revision: 5-14-26 E.R.
 Scale: 1"=20'
 Checked: _____



Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

APPROVED BY THE WEST HAVEN SPECIAL SERVICE DISTRICT.
THIS _____ DAY OF _____, 20__.

WEST HAVEN SPECIAL DISTRICT

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY
APPROVED BY THE WEST HAVEN CITY ENGINEER

THIS _____ DAY OF _____, 20____.

WEST HAVEN CITY ENGINEER

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION

THIS _____ DAY OF _____, 20__.

WEST HAVEN CITY CHAIRMAN

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY
APPROVED AND ACCEPTED BY WEST HAVEN CITY

THIS _____ DAY OF _____, 20____.

MAYOR

CITY RECORDER

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS
DULY APPROVED BY THE WEST HAVEN CITY ATTORNEY

THIS _____ DAY OF _____, 20____.

WEST HAVEN CITY ATTORNEY

Entry No. _____ Fee Paid _____
 _____ Filed For Record And
 Recorded, _____ At _____
 _____ In Book _____ Of The
 Official Records, Page _____
 Recorded For: _____

Weber County Recorder

—Deputy.