WEST HAVEN CITY
COUNCIL AGENDA
October 21, 2026 6:00 P.M.

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

NOTICE IS HEREBY GIVEN THAT ON October 21, 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. WATCH LIVE AT 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

2. Discussion-RAMP Grants-Sheri Bingham, Special Events and Grant Coordinator

3. Discussion-Landscape and Hardscape at City Hall-Shawn Warnke, City Manager

4. Discussion-Newsletter Survey Findings and Recommendations-Michelle Witte, Social Media Coordinator and Administrative Assistant

6:00 REGULAR CITY COUNCIL MEETING

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

2. **OPENING CEREMONIES**
- **A. PLEDGE OF ALLEGIANCE** — **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**

Barn Yarns Storytelling-The Barn	**October 22, 2026**	**6:00 PM**
Pumpkin Walk-R. Kenneth Baldwin Country Park	**October 26, 2026**	**6:00 PM**
Music Circle-The Barn	**October 26, 2026**	**7:00 PM**
Senior Lunch Bunch-The Barn	**October 28, 2026**	**11:30 AM**
Mixed Media Workshop-The Barn	**November 9, 2026**	**6:00 PM**
Open Sew Night-The Barn	**November 16, 2026**	**5:00 PM**
The Barn Open House	**November 17, 2026**	**6:00 PM-8:00 PM**
Music Circle-The Barn	**November 23, 2026**	**7:00 PM**

5. **COUNCIL UPDATES**

6. **PRESENTATION-AWARD FOR COMMUNITY SERVICES ON THE PEDESTRIAN ACCIDENT ON 2550 S**

AGENDA ACTION ITEMS

7. **ACTION ON CONSENT AGENDA**
   A. COUNCIL MEETING MINUTES MEETING HELD October 7, 2026

8. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
   A. ACTION ON ORDINANCE 19-2026-AMENDMENT TO THE ZONING MAP FROM A-2 TO C-2-3507 W 4000 S (PARCEL 080360040)-ERIC ROSE

9. **ACTION ON RESOLUTION 41-2026-CONSULTING AND PROFESSIONAL SERVICES AGREEMENT WITH GARDNER ENGINEERING FOR SERVICES AS CONSULTING ENGINEERS FOR THE CITY - SHAWN WARNKE, CITY MANAGER & EDWARD MIGNONE, CITY ENGINEER**

10. **ACTION ON RESOLUTION 42-2026-INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND THE CITY OF WEST HAVEN FOR COUNTY CLERK'S SERVICE FOR MUNICIPAL ELECTIONS IN 2027 AND 2029-EMILY GREEN, CITY RECORDER**

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

12. **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.**

13. **ADJOURNMENT**

Emily Green

Emily Green, City Recorder

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

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board 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: October 21, 2026

SUBJECT: Discussion of RAMP Grants for 2027

Background

In the coming months, Sheri Bingham, the City's Grant Coordinator, will prepare and submit RAMP Grant projects. The Arts and Museum Grant and Parks and Recreation Grants are all due in January 2027, and EZ Grants are due in March 2027. Weber County awards RAMP grants each year in the following categories:

- Major Grant - Parks and Recreation and Arts and Museums. These grants are for $200,000 or more.
- Parks and Recreation - An entity can apply for 3 grants. These grants are for less than $200,000.
- Arts and Museums- An entity can apply for 3 grants. These grants are for less than $200,000. An entity can also apply for 3 EZ Grants for $2,000.

Last year, West Haven City received a Major Grant in the amount of $500,000 to construct Windsor Park**!** Until this project is completed, the City is not eligible to submit another Major Grant. Below are some excerpts from the strategic plan of possible park projects which may be suitable for RAMP Grants for the City Council's discussion and consideration. You will note that some of these summaries are a work in progress, but they may convey possible projects that can be considered and discussed.

Additionally, some of these project ideas are more shovel-ready than others noted below. City staff has identified projects that may make compelling grant projects in calendar year 2027 under the heading "2027 RAMP Grant Project Ideas." Projects that may be competitive in the future or may qualify under the Major Grant category (for which West Haven is not eligible in 2027) are listed under the heading of "Future RAMP Grant Project Ideas (2028- 2032)." Lastly, projects under the heading "Possible RAMP Grant Project Ideas Requiring Pre-planning Before Making Application" require a professional planning process, either by a landscape architect or engineer, or both, before submitting a competitive grant application. As such, if you like a project concept, it's best to allocate funds in the budget to complete some of the professional design work so the City can apply for RAMP grants in future years.

Please remember the competitive nature of the grants; West Haven is encouraged to provide 50% of the total cost of each project. These costs can include volunteer hours, equipment expenses, employee overtime labor, and other project-related expenses.

2027 RAMP Grant Project Ideas

Project: Picnic Tables for Poulter Pond, Prevedel Park, and Staker Park Pavilion & Benches for County Park.

Estimated Cost: $45,000 **Funding Source:** Unreserved Fund Balance and RAMP Grant

Fiscal Year: **Location:** Poulter Pond, Prevedel Park, and Staker Park

Account Code:

Description: The Parks Department needs to purchase picnic tables for Staker Park, the completed pavilion at Prevedel Park, or the soon-to-be-constructed pavilion at Poulter Pond. Currently, none of these park pavilions has picnic tables. In total, the Parks Department wants to purchase 16 picnic tables between the three sites distributed as follows:

- Poulter Pond Pavilion – 6 picnic tables
- Prevedel Park Pavilion – 6 picnic tables
- Staker Park Pavilion – 4 picnic tables

Picnic tables are estimated to cost about $2,500 each, with freight at $5,000 for all 16 tables. As such, these picnic tables are estimated to cost $43,200 ($2,500 x 16 = $40,000 + $5,000 for freight, for a total of $45,000).

Additionally, the Parks Department would like to purchase two additional benches for installation at the Country Park, along with the purchase and installation of benches for Poulter Pond (see the narrative titled Poulter Pond Benches in subsection 13-4532 Parks CP- GF Impact Fee for more information). Six-foot steel benches with the City logo incorporated into the back are estimated to cost $1,700, including freight. As such, these benches are estimated to cost $3,400 (2 x $1,700 = $3,400). Budget $48,400.

Project: Recondition Baseball Fields at Sports Park

Estimated Cost: $35,000 **Funding Source:** Unreserved Fund Balance

Fiscal Year: **Location:** I

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The City invested resources to recondition the Country Park baseball diamonds and has been impressed with their improved performance and playability. Over time, these fields have developed several conditions that make playing on the fields hazardous. Several factors contribute to the current condition of the baseball fields, including a lack of proper maintenance equipment, inexperienced operators, irrigation issues, and lower-quality infield dirt.

Before the City purchased a Ventrac, staff maintained the baseball fields with a 4-wheeler pulling a nail drag to groom the infield diamonds. The drag's use and the lack of dirt replacement have created many low spots in the infield. These low spots retain water after a rainstorm, creating drainage issues.

Additionally, using the nail drag has created a high spot, or lip, around the infield perimeter. More specifically, the nail drag must be operated at least 8 inches from the grass line, which pushes dirt to the infield edge and creates a lip. This lip can cause the baseball to take bad hops on the uneven playing surface and create a trip hazard for players running between the infield and outfield.

In addition to the inherent challenges of using nail drag, the City has also had inexperienced operators groom the infield dirt. Specifically, these operators are often teenage seasonal employees who lack the experience and skill to do the job.

The City has recently purchased the proper equipment (Ventrac) to maintain the infield diamond and reverse the damage described above. The Ventrac is designed to break up the infield dirt crust, level it, and finish-drag it. The attachments raise and lower, allowing the Parks employee to enter and exit the infield diamond without dragging dirt onto the grass and preventing a lip where the grass meets the dirt. From now on, the City will only allow more experienced full-time employees to operate the Ventrac.

To recondition the baseball field, the City will hire a contractor with specialized equipment to level the infield (using a laser) and remove the lip at the infield grass line. City crews will be on site during this maintenance to provide the physical labor for this project.

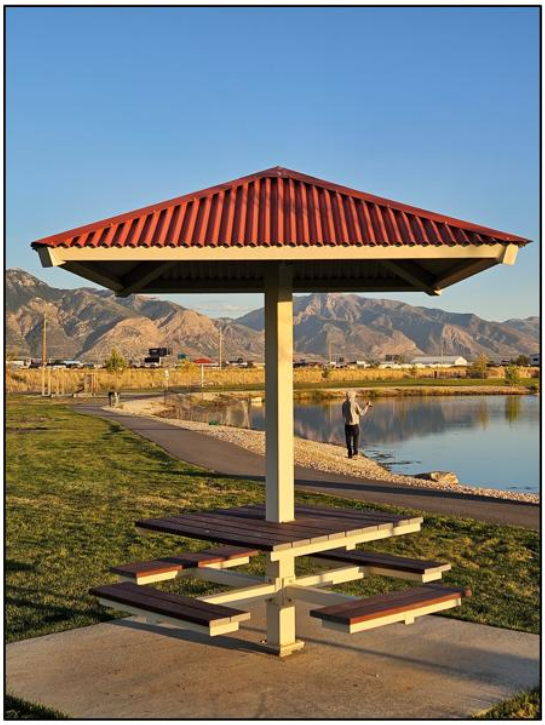
The City is advised to purchase a specialized, formulated material called Diamond Dust to renovate the infield. Diamond Dust absorbs moisture more readily, allowing the fields to dry faster and remain playable even after a rainstorm. Diamond Dust is formulated to require less maintenance, including eliminating nail dragging (which is more aggressive, ripping the material and causing lips to form, as described above). Instead, the City can maintain the infield using only a mat drag. Diamond Dust is also less prone to material loss associated with wind erosion. The City has two baseball diamonds at the Sports Park and three baseball diamonds at the Country Park; the FY 2026 Budget proposes funding for the two diamonds at the Sports Park. The material costs $14,000 per field. Budget $35,000.

Project: Pocket Pavilions

Estimated Cost: $10,500 per pavilion **Funding Source:** Park Impact Fee or possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:** Various existing parks

Description: Pocket pavilions are proposed as improvements to parks and are listed under the Placemaking Upgrade descriptions. Pocket pavilions are covered picnic areas that serve small groups, providing solitude and privacy for picnics, conversation, or other leisure activities. These smaller pavilions serve different user groups and purposes than the larger ones, and are therefore needed, even if a park has a large pavilion. In most cases, these pocket pavilions are distributed throughout the park, as shown in the picture below, and are denoted with red circles. Although included as possible improvements in the Placemaking Upgrades, the number and location of these pocket pavilions are yet to be determined and are included in this section to explain what these improvements are and how they differ from larger pavilions. Each pocket pavilion is estimated to cost $10,500, which includes shipping.





Project: Stonefield Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: Stonfield Park, located at 4500 South and 4700 West, is 6.32 acres in size. Amenities include an open grass area suitable for football, gravel parking, a playground, a pavilion, and restrooms. This playground is smaller in scale and most likely rated for 2-12-year-olds, with wood chips surrounding it to provide fall protection. Picnic tables are located under the pavilion and near the restrooms, which are accessible from the parking lot via a sidewalk. The park's current challenge is outdated playground equipment.

As stated elsewhere in this Plan, the City's long-term objective is to enhance existing public spaces through placemaking. Placemaking is a collaborative process that involves designing, building, and maintaining public spaces to enhance people's experiences. The goal is to create places that are more accessible, active, and attractive for people. These placemaking elements and principles create a sense of connection and attachment between people and their environment and attract people to public spaces.

To support the City in this placemaking effort, it intends to engage a Landscape Architect to evaluate the current park system and identify any placemaking deficiencies at both the system and park levels. Once the Landscape Architect identifies these deficiencies, it will help program and design the missing placemaking elements.

To initiate the Placemaking evaluation process and allocate funds to this Capital Improvement Plan, City staff identified the following deficiencies for *Stonefield Park.* The final determination of improvements will be made in consultation with the Landscape Architect. Identified Placemaking improvements include the following:

1 Year Plan

- $150,000 Asphalt walking path
- $75,000 Pocket Pavilions (2-3 pavilions)
- $5,000 Tree Planting
- $5,000 Park Benches (5 benches)

TOTAL

3 Year Plan

- $150,000 Updated playground equipment
- $5,000 Central control for irrigation
- $##### Hard-Surface Parking

TOTAL

Project: Fair Grove Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The Fair Grove Park is located at 4150 South 4700 West and is 8.88 acres in size. Amenities include a trail loop suitable for walking and jogging, a playground, off-street parking, and a large, reservable pavilion with electricity and a kitchenette. There is no baseball field, skateboarding area, tennis court, or volleyball court at this park. The Fair Grove Park is located on the Hooper Slough Trail, which connects to Prevedel Park. Current challenges at this Park include irrigation system deficiencies and a general lack of amenities.

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To support the City in this placemaking effort, it intends to engage a Landscape Architect to evaluate the current park system and identify any placemaking deficiencies at both the system and park levels. Once the Landscape Architect identifies these deficiencies, it will help program and design the missing placemaking elements.

To initiate the Placemaking evaluation process and allocate funds to this Capital Improvement Plan, City staff identified the following deficiencies for *Fair Grove Park.* The final determination of improvements will be made in consultation with the Landscape Architect. Identified Placemaking improvements include the following:

1 Year Plan

- $60,000 Pocket Pavilions (2 to 3)

- $5,000 Disc Golf Basket (9 holes)
- $5,000 Park Benches (5 benches)
  TOTAL

3 Year Plan
- $5,000 Central control for irrigation - $5K
- $#### Trailhead
  TOTAL

Project: Country Haven Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The Country Haven Park is located at 3950 South 3650 West and is 2.7 acres in size. Amenities include open space. Identified Placemaking improvements include the following:

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To support the City in this placemaking effort, it intends to engage a Landscape Architect to evaluate the current park system and identify any placemaking deficiencies at both the system and park levels. Once the Landscape Architect identifies these deficiencies, it will help program and design the missing placemaking elements.

To initiate the Placemaking evaluation process and allocate funds to this Capital Improvement Plan, City staff identified the following deficiencies for *Country Haven Park.* The final determination of improvements will be made in consultation with the Landscape Architect. Identified Placemaking improvements include the following:

- $##,000- Picnic pavilions
- $###,### Parking
  TOTAL

Project: Sports Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The Sports Park is located at 4215 South 3900 West and is 18.03 acres in size. Amenities include baseball fields, a football field with bleachers, a pavilion, a playground (wheelchair-accessible), tennis courts, basketball courts, a restroom, and off-street parking. Current challenges at the Sports Park include overuse of field space, a lack of field lighting for night use, underground power issues, and drainage problems.

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To support the City in this placemaking effort, it intends to engage a Landscape Architect to evaluate the current park system and identify any placemaking deficiencies at both the system and park levels. Once these deficiencies are identified, the Landscape Architect will help program and design the missing placemaking elements.

To initiate the Placemaking evaluation process and allocate funds to this Capital Improvement Plan, City staff identified the following deficiencies for the *Sports Park.* The final determination of improvements will be made in consultation with the Landscape Architect. Identified Placemaking improvements include the following:

1 Year Plan
- $2,000 Central Control for irrigation -
- $5,000 French drain (west end)
- $10,000 Tree plan
  TOTAL

3 Year Plan
- $40,000 Baseball concessions/storage stand[1]
- $10,000 Updated underground power
- $5,000 Park Benches (5 benches)
  TOTAL

5 Year Plan
- $80,000 Crows Nest (football fields)
- $5,000 Sound System
- $30,000 Covered Playground
- $200,000 Field Lighting (football field)
  TOTAL

Note [1]: There is also room between the baseball fields for an announcer's stand to be built sometime in the future, with the possibility of using West Haven Elementary School's field space to build yet a third diamond, which would affect the design and position of that building.

Project: R. Kenneth Baldwin Country Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The County Park is located at 2900 West 3300 South and comprises 30 acres of developed park space and 16.25 acres of wetlands. This popular park offers a range of amenities and activities. It includes a new playground (2025), three baseball fields, a basketball court, and pickleball courts. Visitors can also enjoy the park's open space, pavilions with picnic tables, and public restrooms. The park hosts rodeos and other community events, so it has a large parking lot.

Current challenges at the Country Park include limited parking, physical wear on the fields (due to insufficient water, vehicle, and foot traffic) during West Haven City Days, no lights for night field use, and power issues.

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To support the City in this placemaking effort, during the FY 2023 Budget, the City Council engaged G. Brown Designs, a Landscape Architect, to evaluate and provide a master plan for R. Kenneth Baldwin Country Park ("Country Park"). The plan aimed to guide the most beneficial use of the Country Park and position it for success over the next 20 years amid expanding demands and considerations. Essentially, the master plan evaluated

the Country Park system and identified placemaking deficiencies. The master plan called for the following improvements.

1 Year Plan
- $250,000 Additional Pickleball Courts -
- $10,000 Tree Planting
  TOTAL

3 Year Plan
- $6,000 New Power Panels
- $100,000 Power Run Through Conduit
- $30,000 Relocation of Announcer Stand (above chutes)
- $125,000 Pocket pavilions (5 pavilions)
  TOTAL

5 Year Plan
- $350,000 Lighted and Fenced Baseball Fields
- $500,000 Wetlands Plan for Improvement
- $400,000 Expanded Arena Parking (South of Arena)
  TOTAL

Project: Tuscan Park Placemaking Upgrades

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: The Tuscan Park is located at 2125 West 3100 South and is 3 acres in size. Amenities include a large grassy area, a play structure with a wood-chip base, a small fenced dog park, a covered pavilion with two picnic tables, benches, and a small parking lot. Tuscan Park serves as a midpoint for the City's trail system. It also serves as the starting point for the Solar System Trail. The proposal is to install a restroom below using a prefabricated structure currently located in several City parks, as shown in the image. The image below also shows the location of existing sewer lines. There are no restrooms at the park. The current challenge for this Park is maintaining the dog park feature.

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To support the City in this placemaking effort, it intends to engage a Landscape Architect to evaluate the current park system and identify any placemaking deficiencies at both the system and park levels. Once the Landscape Architect identifies these deficiencies, it will help program and design the missing placemaking elements.

To initiate the Placemaking evaluation process and allocate funds to this Capital Improvement Plan, City staff identified the following deficiencies at *Tuscan Park.* The final determination of improvements will be made in consultation with the Landscape Architect. Identified Placemaking improvements include the following:

1 Year Plan
- $125,000 Restroom Facility
- $2,500 Central Irrigation Control
- $5,000 Park Benches (5 benches)
  TOTAL

3 Year Plan

- $25,000 Pocket Pavilion
  TOTAL





Project: Prevedel Park Placemaking Upgrades, Phase I

Estimated Cost: **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:**

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: Prevedel Park is located at approximately 1300 S 2300 W and consists of 83.40 acres of native open space with frontage on the Weber River. The Parks Department has planted grasses in portions of the acreage and intends to plant drought-tolerant tree species in the open space areas. Adding a non-paved trail in the large open space is another consideration for future use. What follows is a description of some of the amenities developed at the Prevedel Nature Park.

As stated elsewhere in this Plan, the City's long-term objective is to enhance existing public spaces through placemaking. Placemaking is a collaborative process that involves designing, building, and maintaining public spaces to enhance people's experiences. The goal is to create places that are more accessible, active, and attractive for people. These placemaking elements and principles create a sense of connection and attachment between people and their environment, and they attract people to public spaces.

To support the City's placemaking effort, the City Council engaged G. Brown Designs, a Landscape Architect, to provide a master plan for Prevedel Park. The plan aimed to guide the most beneficial use of Prevedel Park and position it for success over the next 20 years amid expanding demands and considerations. Essentially, the master plan evaluated the Country Park system and identified placemaking deficiencies. The master plan called for the following improvements:

1 Year Plan
- $### Defined chipped trail
- $10,000 Trail Signage
- $2,500 Campsite names and signage
- $10,000 Picnic Tables (8 tables)
  TOTAL

3 Year Plan
- $##,000 RV Hookups for Campsite Host
  TOTAL

Future RAMP Grant Project Ideas (2028- 2032)

Project: Lighted and Fenced Baseball Fields

Estimated Cost: $350,000 **Funding Source:** 13-4530 Parks Capital Project- Impact Fees

Fiscal Year: To be determined (TBD) **Location:** Various City Parks

Description: Field lights would enable the Recreation Division to offer more and different programming options, as most outdoor field programming is limited by playable daylight. As such, lights would extend the time City Parks could facilitate games on a field while minimizing the Recreation staff needed to run them, resulting in a more cost-effective, higher-quality program.

Field lights are especially applicable to the City's baseball and flag football programs. Field lights would also enable the City to host and privately run comp baseball and softball tournaments and leagues. Lights would help the Recreation Division streamline the tackle football schedule, as limited daylight restricts the number of home games played at a time. Lights would extend the hours we can use our fields each day, potentially allowing us to host more home games in a single day.

In addition to increasing the efficiency of City youth field sports, field lights would facilitate more adult sports, such as ultimate frisbee and kickball. Adult sports should be offered at night, as most adults are unavailable to participate in recreational programs and activities until later hours, often after sunset. The City's pickleball courts exemplify this, as they see heavy use on summer nights after sunset.

West Haven participates in the annual Northern Utah All-Star Baseball and Softball Tournaments. Games often run late into the night and are scheduled at parks with field lights. The Recreation Division desires to be a contributing city to the tournament by hosting games. Park lights would also help facilitate West Haven Days activities. Overall, the Recreation Division believes that lighting fields in West Haven Parks would unlock untapped potential in recreation programming!

Project: Prevedel Park Placemaking Upgrades, Phase II

Estimated Cost: $1,200,000 **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: To be determined (TBD) **Location:** Prevedel Park

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: Prevedel Park is located at approximately 1300 S 2300 W and consists of 83.40 acres of native open space with frontage on the Weber River. The Parks Department has planted grasses in portions of the acreage and intends to plant drought-tolerant tree species in the open space areas. Adding a non-paved trail in the large open space is another consideration for future use. What follows is a description of some of the amenities developed at the Prevedel Nature Park.

As stated elsewhere in this Plan, the City's long-term objective is to enhance existing public spaces through placemaking. Placemaking is a collaborative process that involves designing, building, and maintaining public spaces to enhance people's experiences. The goal is to create places that are more accessible, active, and attractive. These placemaking elements or principles create a sense of connection and attachment between people and their environment and attract people to these public spaces.

To support the City in this placemaking effort, the City Council engaged G. Brown Designs, a Landscape Architect, to provide a master plan for Prevedel Park. The plan aimed to guide the most beneficial use of

Prevedel Park and position it for success over the next 20 years amid expanding demands and competing priorities. Essentially, the master plan evaluated the Country Park system and identified placemaking deficiencies. The master plan called for the following long-term improvements:

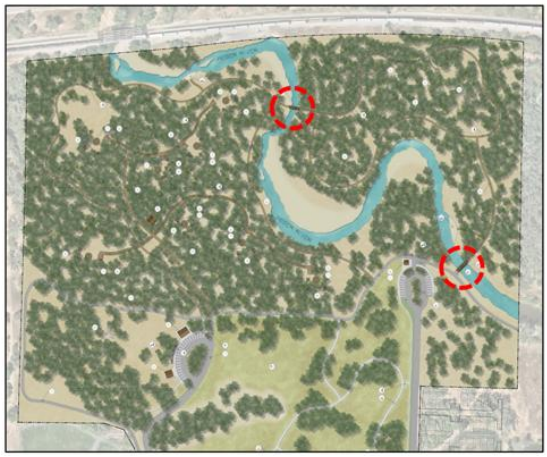
5-10 Year Plan Phase II completion including $1.2M / $600K from City

- Picnic areas with amenities on Marriott-Slaterville side
- Footbridge across the Weber River
- Maintenance bridge for vehicles and equipment across the Weber River
- Trail System on the additional 16.1 acres (as explained below)
- Weber River bank restoration

Phase II expands Prevedel Park by making two publicly owned properties accessible, which are currently isolated by the Weber River on the south side and the railroad tracks on the north side (see image below). More specifically, Marriott-Slaterville City owns 14.90 acres (Parcel Number 150610115), and West Haven City owns 1.2 acres on the north side of the Weber River (a portion of Parcel Number 150610097 consisting of 12.45 acres), for a total of 16.1 additional acres. Adding this property to the existing Prevedel Park would dramatically increase opportunities within the park and require a significant investment to construct a pedestrian bridge and a separate vehicle maintenance bridge (see image below).

Several factors worth considering when determining the timing of this project include the existing campgrounds nearing capacity and the presence of hosts living on site who can monitor activity in the expanded area of this park, and entering into an interlocal agreement with Marriott-Slaterville that authorizes the use of the land and defines each city's obligation within this partnership.

Since the RAMP Grant gives preference to collaborative projects and those funded in part by the applying entities, a joint RAMP Grant application between West Haven City and Marriott-Slaterville City may be a compelling Major RAMP Grant Application (i.e., a grant request for funding over $200,000).





Possible RAMP Grant Project Ideas Requiring Pre-planning Before Making Application

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Project: Pickleball Area Remodel at R. K. Baldwin Country Park

Estimated Cost: $200,000 **Funding Source:** Unrestricted Fund Balance

Fiscal Year: 2028 or 2029 **Location:** Country Park 3950 S 3600 W

Account Code: 13-4533 Parks Capital Project- Unrestricted

Description: The Parks and Recreation Director identified the need to remodel the area around the pickleball court complex in the Country Park. The Parks Department has encountered multiple maintenance challenges with the sand volleyball pit adjacent to the pickleball courts. Essentially, the sand from the volleyball pit is migrating onto the pickleball courts, creating maintenance and safety issues. The Parks Department needs a barrier between the sand and the court.

Additionally, the Parks Department would like to engage the City's Landscape Architect to specify a landscape treatment along the perimeter of the pickleball courts, eliminating irrigation and grass trimming directly bordering the courts, which also negatively impacts the courts. Removing sand, water, and grass clippings from the pickleball court area will preserve the court's playing surface, reduce maintenance needs, and enhance the area's appearance.

In 2023, G. Brown Design Inc. created a concept plan for the Kenneth Baldwin Country Park that included a plaza adjacent to the pickleball courts, featuring raised planters, seating walls, and movable tables and chairs.

The City proposes engaging the Landscape Architect in FY 2027 to conduct additional design work for this plaza concept, specify the landscape treatment around the perimeter of the pickleball court complex, and determine the costs of constructing these improvements. The actual construction of the landscape treatment and relocation of the volleyball pit will occur during fiscal year 2028 or 2029.





Project: Prevedel Park Design W

Estimated Cost: $225,000 **Funding Source:** Park Impact and possible RAMP Grant

Fiscal Year: 2031-3032 **Location:** 3810 Kanesville Meadow Lane (north terminus)

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: Project per agreement with the Poulter family for dedication of open space property. Includes development of a trailhead with parking and a monument for the Poulter family. Will provide an additional entrance to the Green Farm pond area.

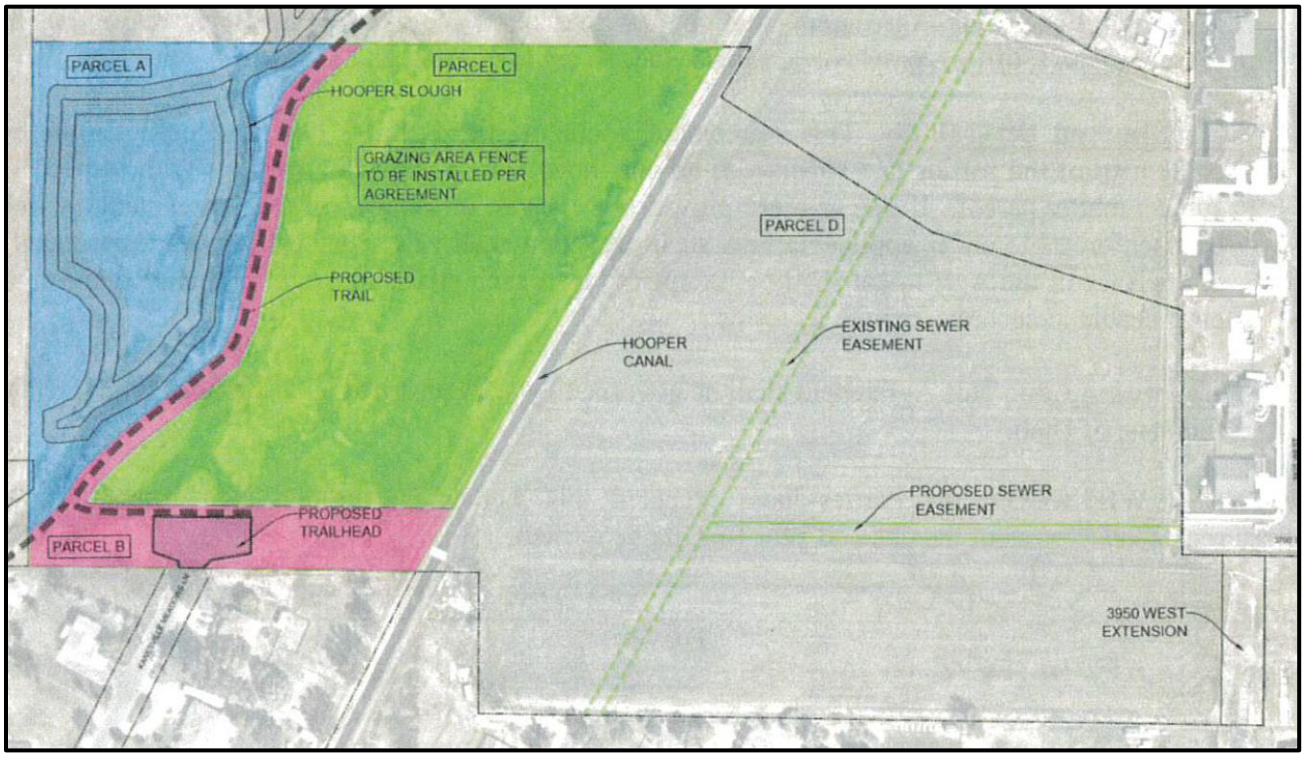
Phase 1 - Parcel A deeded to the City. A perpetual open space easement will be recorded.

Phase 2 - Parcel B will have a perpetual open space easement recorded in favor of the City. The City will fence and gate a grazing area with access to water on Parcel C in accordance with the terms of the agreement.

Phase 3 - The City will construct a trailhead area near the northern terminus of Kanesville Meadows Ln. on Parcel B.

Phase 4 - The City will construct a pedestrian access from the trailhead area to the Hooper Slough trail.

Phase 5 - (Triggered by the development of Parcel D) Parcels B and C to be deeded to the City as perpetual open space. Signage in accordance with the agreement will be installed.



Below is a deed of easement for 1.85 acres

E# 3188369 PG 1 OF 2
LEANN H KILTS, WEBER COUNTY RECORDER
05-OCT-21 1142 AM FEE $ 0.00 DC
REC FOR: WEST HAVEN CITY

WHEN RECORDED PLEASE
SEND TO:
West Haven City Corp
4150 S 3900 W
West Haven, UTAH 84401

'W3188369'

DEED OF EASEMENT

Larry W Poulter and Flora Ann Poulter, Trustees of the Larry W and Flora Ann Poulter Revocable Trust Dated October 11, 2013, Grantor does hereby grant, convey and warrant to **West Haven City Corporation**, Grantee, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, a perpetual easement for open space for the benefit of wildlife habitat and recreation including a City-developed trailhead facility including parking and access to the Hooper Slough Trail over the following tract(s) of land in Weber County, State of Utah, described as follows:

(A Part of 080350044)

Below is a deed of easement for 3.731 acres

E# 3188368 PG 1 OF 2
LEANN H KILTS, WEBER COUNTY RECORDER
05-OCT-21 1140 AM FEE $.00 DC
REC FOR: WEST HAVEN CITY

WHEN RECORDED PLEASE
SEND TO:
West Haven City Corp
4150 S 3900 W
West Haven, UTAH 84401

W3188368

DEED OF EASEMENT

West Haven City Corporation, Grantor does hereby grants, conveys and warrant to **West Haven City Corporation**, Grantee, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, a perpetual open space easement to construct a pond to be used for flood control, and for the benefit of wildlife havitat, and for recreation as seen fit by West Haven City over the following tract(s) of land in Weber County, State of Utah, described as follows:

(A Part of 080350044)

On July 7, 2023, the City Council adopted Resolution 25-2023, which approved the agreement between the City and Nilson Land Development LLC regarding the Poulter Family Open Space Preserve Monument. Eff. 06-07-23

On April 1, 2020, the City Council adopted Resolution 08-2020, which entered into an agreement with Poulter Preserve to create a perpetual open space preserve.

On May 20, 2020, the City Council adopted Resolution 12-2020, which entered into an agreement with Poulter Preserve to create a perpetual open space preserve.

Project: Prevedel Park Landscape Design Concepts

Estimated Cost: $20,000 **Funding Source:** Unreserved Fund Balance

Fiscal Year: **Location:** Intersection of Prevedel Drive and Wilson Drive

Account Code: 13-4532 Parks Capital Project- GF Impact Fees and possible 13-4534 Parks Capital Project-Grants

Description: West Haven City owns the 2.1 acres as part of the larger Prevedel Park, which is bisected by Prevedel Drive on the north side and surrounded by homes (see blue parcel in left image below). The location and surrounding uses of the portion of Prevedel Park seem completely different from the remaining ### acres of open space that comprise Prevedel Park. For this reason, City staff recommends developing this 2-acre parcel as a traditional park with a playground, grassed playing fields, and other amenities. Another factor supporting the recommendation to build a traditional park on this two-acre lot is that the City parcel is surrounded by high-density housing with smaller lots that lack green space for residents to recreate.

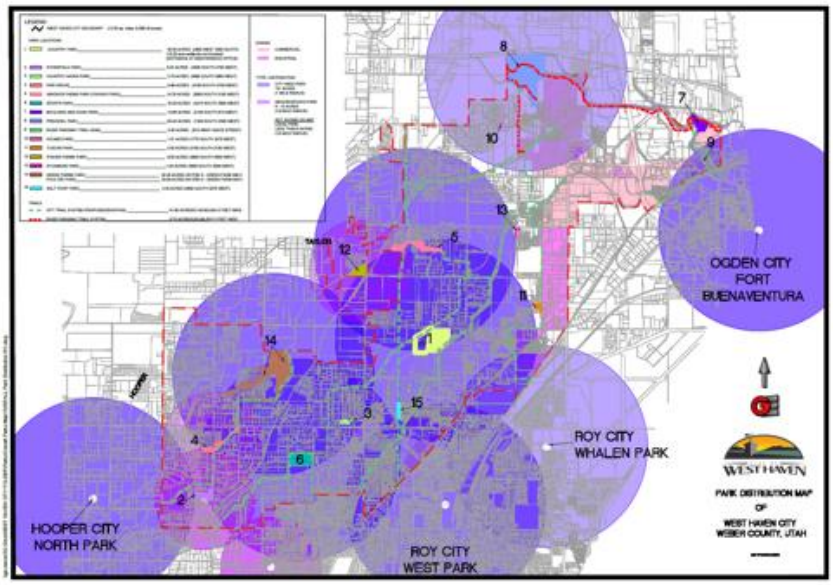
To ensure equitable access to valued park spaces, City staff did an evaluation of the existing geographic distribution of parks that were ### acres or greater (see the map below). The north end of the City has far fewer park space opportunities than the rest of the City. More specifically, Prevedel Park is the only park space in the north end of the City that exceeds ### acres. However, Prevedel Park is currently a specialty park that lacks traditional park amenities. This proposal will balance Prevedel Park by offering the public diverse recreational opportunities. Although a road bisects these 2.1 acres from the remaining acreage of Prevedel Park, the landscape architect should aim to connect the park spaces through design so they are recognized as part of the whole Prevedel Park while remaining distinct.

As a clarification note, the City's Park Distribution Map below includes only parks of ## acres or larger and, for this reason, does not include Holmes Park, which has a small playground and is otherwise a storm drain basin with limited recreational opportunities. Holmes Park is ## acres in size, but because its primary use is a storm drain basin, which has affected its design and function, it lacks the qualities and amenities of a true park.

The contemplated 2.1-acre park space at Prevedel Park, though small in size, should be designed to offer true park amenities and to feel and function like a valued park space. The site has some challenges, including a large, deep wash. The City Engineer reviewed the cost of piping the deep wash, estimated at $139,000 (in FY 2027). The parcel is also encumbered by piped canals.

It is worth noting that existing pickleball courts adjacent to the City parcel (on its east side) are part of the Wilson Cove Subdivision and are owned and maintained by the HOA. Directly adjacent to the south side of the City parcel is a green space within the ### subdivision, which is owned and maintained by the respective HOAs. As part of this process, the City should coordinate with the respective HOAs on the interface between the City's facilities and the HOA facilities, and on the implications of having public and private recreation amenities adjacent. Perhaps a partnership can be formed, or otherwise, a plan can be put in place to limit public use of private amenities.





Project: Wetland Master Plan at R. Kenneth Baldwin Country Park- Phase 1 Wetland Delineation.

Estimated Cost: **Funding Source:**

Fiscal Year: To be determined (TBD) **Location:**

Description: The Wetlands Area at the Country Park, comprising 15.2 acres or 34% of the park, is currently inaccessible to the public. The Parks Department wants to enhance this portion of the Country Park by creating public access so visitors can safely walk through and experience the wetlands. The City has recently engaged a Landscape Architect to develop a master plan concept for the Country Park, including public access to the wetlands (see images below).

City staff anticipates that the City will need to delineate the wetlands on 15.2 acres to improve access. This would include having a professionally trained wetland delineator evaluate site characteristics—soil type, vegetation, hydrology, and topography—to determine whether wetlands are present. The site would be divided into zones: upland, emergent, and wetland. The City can develop improvements in the upland areas without restrictions; however, development in the emergent and wetland areas would be subject to restrictions based on requirements of a permit issued by the Army Corps of Engineers. City staff believes the wetland delineation and permit issued by the Army Corps of Engineers have expiration dates. Once the City decides to move forward with the project, it will need to make progress toward completing it within five years after receiving a permit from the Army Corps of Engineers.

This project would need to be completed in phases, with the first phase involving wetland delineation and obtaining a permit from the U.S. Army Corps of Engineers. The second phase would include designing the improvements, and the third phase would be construction. The City will engage its on-call landscape architect

to help with this project. The Parks Department believes many grants could help cover the construction costs. This project would prove to be a great asset to the Country Park.





Project: Trail Corridor Acquisition

Estimated Cost: Varies, see table below **Funding Source:**

Fiscal Year: To be determined (TBD) **Location:** Various City Parks

Description: Trails have been an essential component of the City's parks and recreation plans for many years; over time, past City Officials have created a trail network connecting the regional trails of the Weber River Parkway Trail to the Denver and Rio Grande Trail. More specifically, West Haven City has three major trails: the Hooper Slough Trail, the Denver and Rio Grande Trail, and the Weber River Parkway Trail. There are other minor trails within developments that are intended to connect to these three major trails.

Except for the Weber River Parkway Trail, a trail that connects the Denver and Rio Grande Trail to the Weber River has been started but is not continuous and does not provide a connection to a destination or another trail system. A trail network that connects destinations like parks, schools, and shopping centers offers pedestrians and cyclists recreational opportunities and an alternative mode of transportation. Trails as an alternative mode of transportation are becoming more prevalent with the rise of e-bikes and e-scooters.

Building a trail system occurs over time as the City acquires the right-of-way and funding for acquisition and construction. Some initiatives from the Strategic Plan 2023 regarding the acquisition of a trail corridor include the following segments:

- Secure right-of-way and property for Wilson Canal Trail from 2400 S to 3600 S
- Secure right-of-way and property for Hooper Slough Trail from 4700 W to 5100 W
- Secure right-of-way and property for Buttermilk Slough Trail from Cobble Creek to 2700 W

In FY 2026, the City appropriated funding for the Parks, Recreation, and Trails plan. Through this planning effort, the City hopes to refine its trails plan and identify and prioritize trail segments that need to be acquired to expand the City's trail network. This trail planning effort should include coordination with Weber County, which is actively working with developers to dedicate and construct trails. Additionally, any proposed trail planning and improvements should include coordination with surrounding municipalities and the Wasatch Front Regional Council, since these improvements will be part of the entire regional trail network.


Area 3 6 Acres
Area 1 4 Acres

STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: October 21, 2026

SUBJECT: Discussion of Landscape and Hardscape at City Hall

As you know, the City Council budgeted funds in FY 2027 for a landscape architect to create a plan to update landscaping and hardscape around the City Offices. (For more information, please see the budget below.) Before beginning the design work, City staff contacted Landmark Design to estimate potential construction costs. City Staff wanted to share these estimates to help establish the scope and budget. Please see the attached document for estimated costs and possible phases for design and implementation.

Budget Narrative- City Hall Landscaping Refresh- Landscape Architect Design Assistance. West Haven City constructed and landscaped its City Hall approximately 20 years ago. Over the years, some of the original plant materials have died and been replaced with others that may not be appropriate. In some cases, when the original plant material died, no replacement planting occurred, and tree stumps remain where the trees once stood.

To improve the quality of the landscaping at City Hall, it is proposed that the City's on-call Landscape Architect specify the changes needed to the current landscaping. Specifically, the City would engage a landscape architect to prepare landscape plans for City Hall. The envisioned scope of work is to maintain the current configuration of the planting areas and refresh them with improved plant selection that provides color and texture throughout the season. Furthermore, the City's objective is for the landscape architect to specify designs and plant materials that require less maintenance and less water while remaining attractive and suitable for public spaces. The City has the original landscape plans, which may help the City's on-call Landscape Architect.

As part of the landscape plantings (softscape) design, the City would have the Landscape Architect specify suitable replacements for the walkways and patio areas (hardscape) around the City offices, as described below. It is proposed that the City engage a Landscape Architect in FY 2027 to prepare a planting plan and an estimate of the cost to implement the new plantings. The actual installation of the planting plan will occur during the same construction season as the replacement of the City Hall hardscape, as described below.





Budget Narrative- City Hall Hardscape- Landscape Architect Design Assistance. City Hall's pedestrian walkways and patios are constructed from traditional concrete and pavers. Over the past twenty years since City Hall was constructed, the walkways and pavers have become uneven. Recently, an older resident tripped and fell on an uneven walkway at City Hall. As an interim measure to make the hazard visible, the Public Works Department painted the edge of the elevated concrete walkway. The City must implement a permanent solution to address these tripping hazards as soon as possible.

City staff believes tree roots and the freeze-thaw cycle contribute to uneven surfaces. City Hall's current landscaping includes multiple honey locust trees planted near the paver patio and concrete walkways. These trees have overgrown their location, currently block the outdoor light, and have created and will continue to create uneven surfaces between the patio and walkways. These trees will likely need to be removed as part of the remedy.

While pavers bring contrast and texture to the concrete walkways, they may not be the best choice for maintaining an even surface. The patio consists of thousands of individual pavers, each with joints that allow water to infiltrate between them. As the water freezes, it expands, causing the pavers to move, which then contract when thawed. These cycles of expansion and contraction displace the pavers. Replacing the pavers with stamped concrete or other materials may be part of a permanent solution.

The City staff received a bid from a contractor to perform concrete grinding to eliminate trip hazards for approximately $11,600. Concrete grinding is a short-term solution that does nothing to address the underlying problem. Instead, it takes a remedial approach to mitigating the hazard on the surface. Eliminating the source of the uneven surface is the best way to achieve a permanent solution. Also, grinding concrete can damage the surface, leaving patches of unevenly colored and textured concrete. Grinding concrete may be more appropriate where utility and economy are more important than aesthetics.

Given the landscaping and design implications associated with the City Hall hardscape, the City recommends that its on-call Landscape Architect assess the source of the uneven walkways and patio areas and propose a design solution to maintain their attractiveness and safety.

It is proposed that the City engage the Landscape Architect in FY 2027 to prepare a hardscape plan for City Hall, along with an estimate of the cost of implementing the new plantings. The actual construction of the hardscape will occur during the same construction season as the replacement of the City Hall landscape, as described above.







Hardscape at City Hall






WEST HAVEN
CITY HALL





PRELIMINARY OPINION OF PROBABLE COST
Date: 9/18/2026

Preliminary Opinion of Probable Costs - West Haven City Hall Landscape				
1. ENTRY UPDATE - swap pavers for concrete, ADA parking compliance, entry landscape				**$ 81,758**
2. PLAZA & LANDSCAPE REFRESH - fix concrete areas around plaza, add screening element and furnishings, landscape update of lava rock areas				**$ 91,713**
3. PARKING LOT ISLANDS - conversion of lawn islands, new trees and waterwise planting				**$ 74,140**
4. STREETSCAPE BASIC - street trees along frontage w/irrigation mods				**$ 9,598**
5. STREETSCAPE ENHANCED - lawn conversion of front 20' to waterwise landscape				**$ 109,566**
6. ENTRY PROMENADE - pavement and enhanced plantings				**$ 87,313**
			TOTAL	**$ 454,086**

ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
1. ENTRY UPDATE AND ACCESSIBILITY				
Mobilization / Construction Layout / SWPPP / Traffic	1	LS	$2,500.00	$2,500.00
Demo Concrete & Pavers	3,800	SF	$3.00	$11,400.00
Concrete Replacement (Decorative)	3,800	SF	$10.50	$39,900.00
ADA Curb Ramps (4)	1	LS	$5,000.00	$5,000.00
Stall Restriping - consolidate ADA stalls	1	LS	$1,500.00	$1,500.00
Concrete Lifting	150	SF	$6.00	$900.00
Landscape Demo	1,200	SF	$0.50	$600.00
Imported Topsoil	15	CY	$75.00	$1,125.00
Undestory Plantings - shrub, grasss, perennial mix	1,200	SF	$5.00	$6,000.00
Trees - 2" caliper	6	EACH	$500.00	$3,000.00
Mulch - Wood Bark - 4" deep	1,200	SF	$0.75	$900.00
Irrigation System Upgrades	1,200	SF	$1.25	$1,500.00
Contingency (10% of total)	1	LS	$7,432.50	$7,432.50
Total				***$81,757.50***

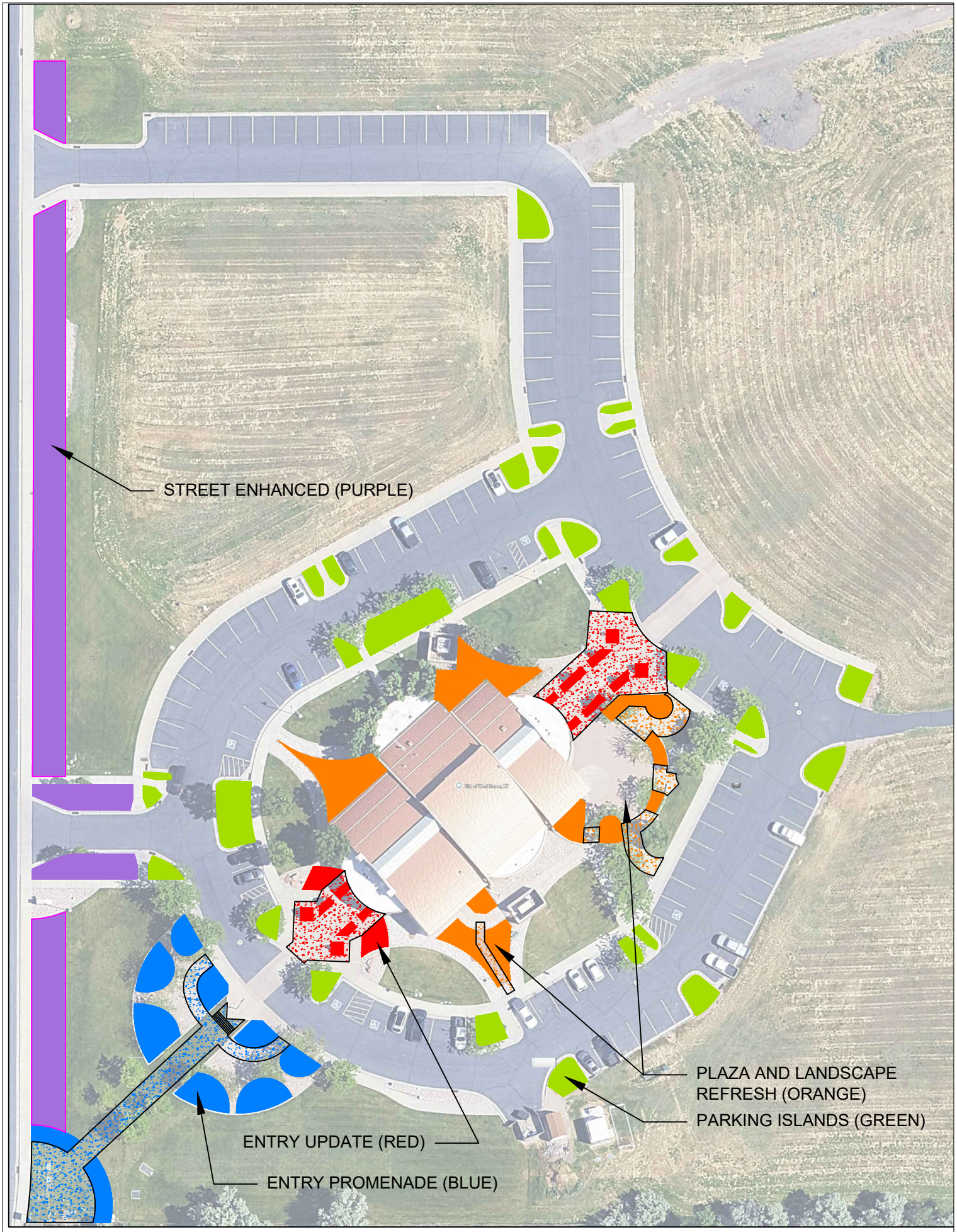
ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
2. PLAZA AND LANDSCAPE REFRESH (LAVA ROCK AREAS)				
Mobilization / Construction Layout / SWPPP / Traffic	1	LS	$5,000.00	$5,000.00
Demo Concrete	1,300	SF	$3.00	$3,900.00
Concrete Replacement, Added Sidewalk	1,550	SF	$8.50	$13,175.00
Screening Element	1	LS	$10,000.00	$10,000.00
Plaza Furnishings	1	LS	$15,000.00	$15,000.00
Tree Protection	1	LS	$1,500.00	$1,500.00
Landscape Demo	4,000	SF	$0.50	$2,000.00
Earthwork - fine grading	4,000	SF	$0.20	$800.00
Imported Topsoil	20	CY	$75.00	$1,500.00
Undestory Plantings - shrub, grasss, perennial mix	4,000	SF	$5.00	$20,000.00
Trees - 2" caliper	5	EACH	$500.00	$2,500.00
Mulch - Wood Bark - 4" deep	4,000	SF	$0.75	$3,000.00
Irrigation System Upgrades	4,000	SF	$1.25	$5,000.00
Contingency (10% of total)	1	LS	$8,337.50	$8,337.50
Total				***$91,712.50***

ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
3. PARKING LOT ISLANDS				
Mobilization / Construction Layout / SWPPP / Traffic	1	LS	$4,000.00	$4,000.00
Landscape Demo	7,000	SF	$0.50	$3,500.00
Earthwork - fine grading	7,000	SF	$0.20	$1,400.00
Trees - 2" caliper	11	EACH	$500.00	$5,500.00
Understory Plantings - shrub, grasss, perennial mix	7,000	SF	$5.00	$35,000.00
Imported Topsoil	30	CY	$75.00	$2,250.00
Mulch - Wood Bark - 4" deep	7,000	SF	$0.75	$5,250.00
Irrigation System Upgrades	7,000	SF	$1.50	$10,500.00
Contingency (10% of total)	1	LS	$6,740.00	$6,740.00
Total				***$74,140.00***

ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
4. STREETSCAPE BASIC (TREES ONLY)				
Street Trees - 2" caliper	13	EACH	$500.00	$6,500.00
Imported Topsoil	3	CY	$75.00	$225.00
Irrigation System Upgrades	1	LS	$2,000.00	$2,000.00
Contingency (10% of total)	1	LS	$872.50	$872.50
Total				***$9,597.50***

ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
5. STREETSCAPE - ENHANCED (LAWN CONVERSION - 20' STEET + ENTRY STRIPS)				
Mobilization / Construction Layout / SWPPP / Traffic	1	LS	$5,000.00	$5,000.00
Landscape Demo	11,400	SF	$0.50	$5,700.00
Earthwork - fine grading	11,400	SF	$0.20	$2,280.00
Understory Plantings - shrub, grasss, perennial mix	11,400	SF	$5.00	$57,000.00
Mulch - Wood Bark - 4" deep	11,400	SF	$0.75	$8,550.00
Imported Topsoil	15	CY	$75.00	$1,125.00
Irrigation System Upgrades	11,400	SF	$1.75	$19,950.00
Contingency (10% of total)	1	LS	$9,960.50	$9,960.50
Total				***$109,565.50***

ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT
6. ENTRY PROMENADE				
Mobilization / Construction Layout / SWPPP / Traffic	1	LS	$4,000.00	$4,000.00
Concrete	4,000	SF	$8.50	$34,000.00
Stairs/Ramps	1	LS	$7,500.00	$7,500.00
Landscape Demo	3,750	SF	$0.50	$1,875.00
Earthwork - fine grading	3,750	SF	$0.20	$750.00
Trees - 2" caliper	4	EACH	$500.00	$2,000.00
Understory Plantings - shrub, grasss, perennial mix	3,750	SF	$5.00	$18,750.00
Mulch - Wood Bark - 4" deep	3,750	SF	$0.75	$2,812.50
Imported Topsoil	15	CY	$75.00	$1,125.00
Irrigation System Upgrades	3,750	SF	$1.75	$6,562.50
Contingency (10% of total)	1	LS	$7,937.50	$7,937.50
6. Entry Promenade Total				***$87,312.50***


STREET ENHANCED (PURPLE)
PLAZA AND LANDSCAPE REFRESH (ORANGE)
PARKING ISLANDS (GREEN)
ENTRY UPDATE (RED)
ENTRY PROMENADE (BLUE)

WEST HAVEN CITY
COUNCIL MEETING MINUTES

October 7, 2026 6:00 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

Present:	
Rob Vanderwood	Mayor
Carrie Call	Councilmember
Kim Dixon	Councilmember
Nina Morse	Councilmember
Ryan Saunders	Councilmember
George LaMar	Planning Commission Member
James Jenson	Planning Commission Member
Andrew Reyna	Planning Commission Vice Chairman
Excused:	
Ryan Swapp	Councilmember

DRAFT

5:00 CITY COUNCIL AND PLANNING 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
Shawn Warnke gave a presentation on the barn restroom buildout, Ogden River repair, and trail fencing.

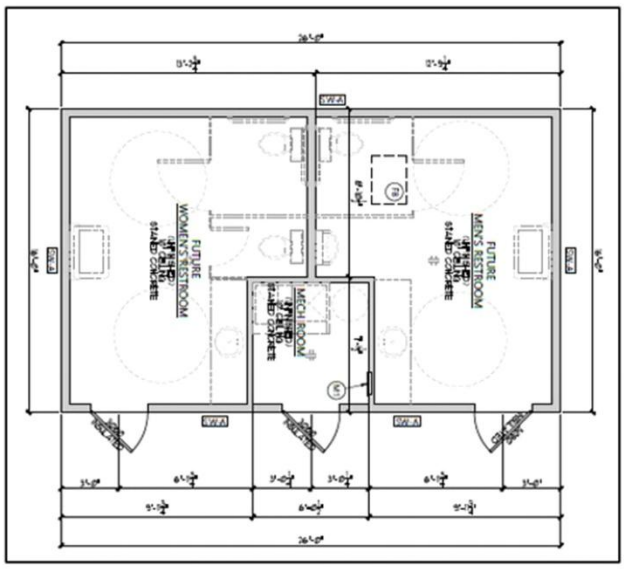
Work Session

City Manager's Updates

Barn Restroom Buildout







- Budgeted $166,600 to build out the restrooms at Green Farm
  - $83,000 associated with the RAMP Grant; and
  - $83,600 in Park Impact Fees

- State Contract Price
  - $145,869

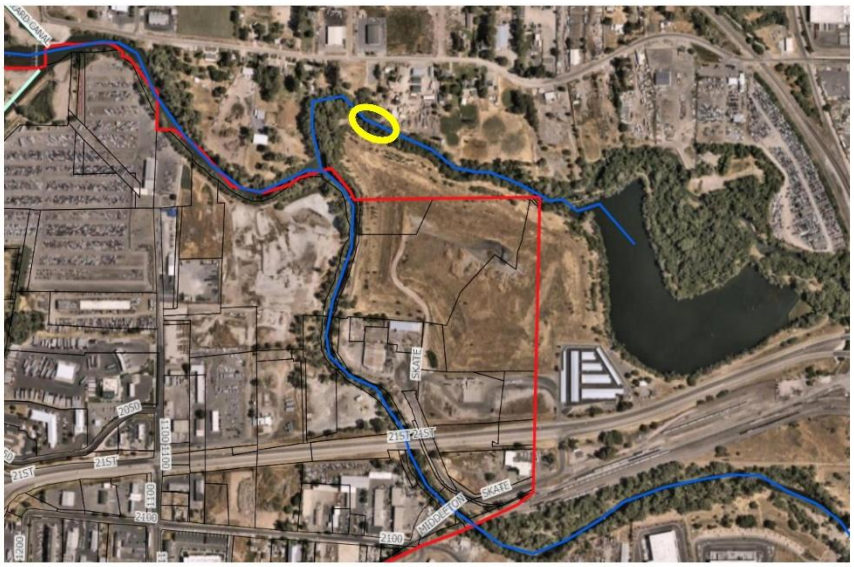
- Project costs exceed City Manager's authority to authorize at $50,000

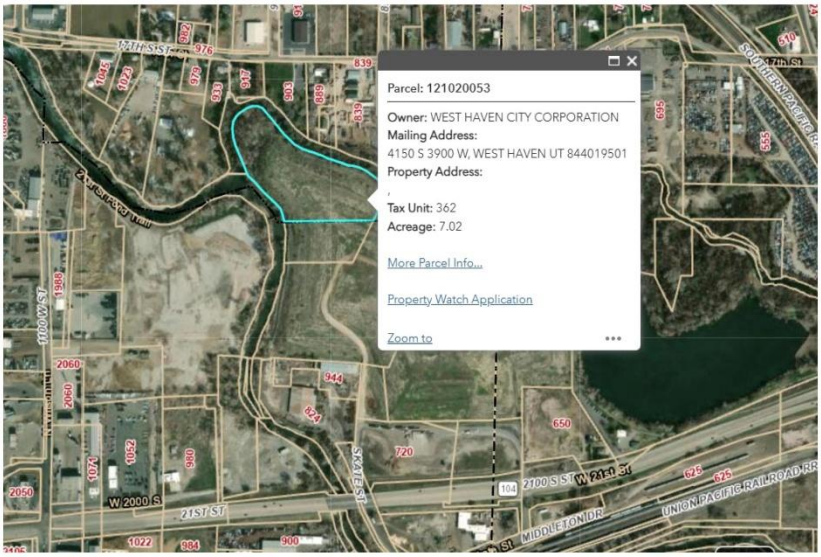
Ogden River Repair

- *Ogden River Bank and Trail Restoration Project*. The Ogden River, east of Molding and Sons Park, has a similar situation to the Weber River. A large tree fell on the trail and created a bank-stabilization problem that impacted the trail. The Parks Department will do the same fix as previously noted and move the trail away from the bank. That plan again would be to place 3'-4' boulders down and backfill with river rock (donated by Weber County) and then cap with 2' rock. This is about a 110' stretch of bank. The trail will also be realigned farther from the river along this stretch to provide a long-term solution. Currently, the Parks Department has caution signs placed at the entrances to those sections of the trail and has put cones, candlesticks, and fencing to ensure safety. This is a maintenance project and, as such, not a capital project; therefore, it is budgeted in the General Fund.
- Budget $59,000.






21ST
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SKATE
WHITLEY DR
2100
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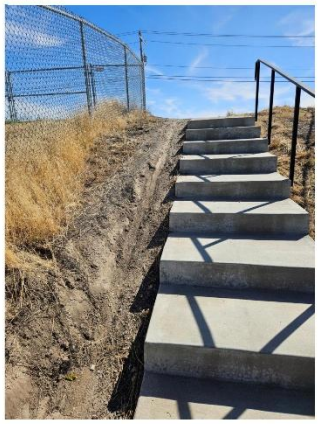


Trail Fencing

Fencing Project





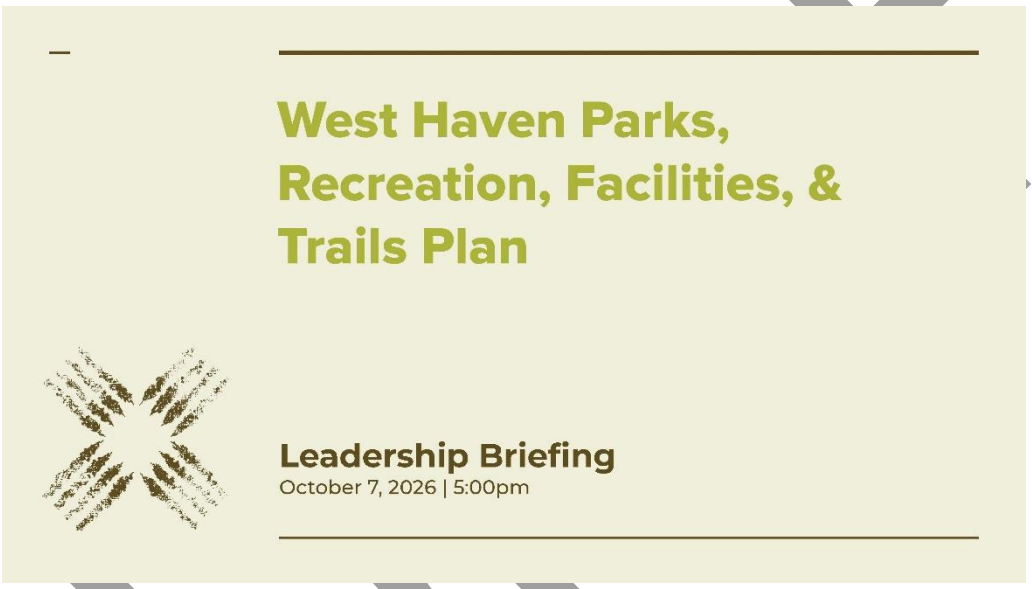








2. Presentation-Parks Master Plan-Stephen Nelson, Community Development Director
Aubrey Larsen gave a presentation on the Parks Master Plan.



Parks Plan Milestones

- **April 14th:** Introduced the project to the Parks Committee
- **May 5th:** Community survey launched
- **May 6th:** Park assessment completed by City staff
- **June 26th:** Survey closed
- **July 7th:** Draft park assessment report completed
- **August 18th:** Signage & Placemaking Workshop
- **September 15th:** Community engagement summary completed
- **October 7th:** Leadership briefing

Next Steps

- **Fall 2026:** Drafting phase :)
  - Action plan
- **December 2026:** Draft plan ready to share
- **Early 2027:** Adoption and final deliverables

What does a parks plan actually do?

A parks plan is a long-term decision-making tool

- Understand what the City owns and the condition of its existing facilities
- Identify where there are gaps or unmet needs
- Understand how future needs may change or evolve
- Establish priorities before individual projects are proposed
- Help the City make informed decisions about where to spend limited resources
- Provide a basis for pursuing grants, partnerships, and other funding
- Create a long-term direction while allowing projects and priorities to change over time

What are we planning for?

- **Parks & Open Space:** land, facilities, amenities, maintenance, and future needs
- **Trails:** connections between neighborhoods, parks, and destinations
- **Recreation:** facilities, programs, services, and partnerships
- **The System as a Whole:** how these pieces work together
- **Action & Funding Needs:** taking strategic action over the next 5-10+ years and funding strategies to get there

What are we planning for?

Unique Components:

- **Park Typologies:** what a park is primarily intended to do and the types of activities, amenities, and placemaking elements that support that role
- **Signage Standards:** development of a signage design suite to serve as a future standard
- **Civic Center Placemaking Study:** a high-level planning concept for the city's Civic Center property (unifying City Hall + Sports Park)

Is there anything else that would make this plan genuinely useful to West Haven?

What we heard from the community

Survey Snapshot



- **131** respondents
- **3** topic areas:
  - Parks & Open Space
  - Trails
  - Recreation

Survey Results: Who took the survey

Most respondents were working-age adults, with a mix of household incomes and family types.

- **Age:** 43% of respondents were ages 35–54, followed by 31% ages 18–34. About 26% were age 55 or older.
- **Income:** 42% reported a household income of $125,000 or more, the largest income category. Another 18% reported incomes between $100,000 and $124,999.
- **Children at home:** 56% had at least one child living at home, while 44% had no children at home. Among households with children, two children was the most common response (22% of all respondents).

Survey note: "select all that apply" questions may have percentages that do not add up to 100%

Takeaways for Parks & Open Space

1. Residents are generally satisfied with the quality of the City's parks and either satisfied or neutral about open space.	More than 65% of respondents are somewhat or very satisfied with West Haven's parks 54% of respondents are somewhat or very satisfied with open space, while a relatively large share of respondents were neutral about their satisfaction
2. Residents are split on whether there are enough parks and open space.	Responses were nearly split between residents who feel there are enough parks and/or open space and those who feel there are not enough.
3. Natural areas and trail corridors are both how residents define and prioritize open space.	Natural areas such as river corridors, wetlands, and undeveloped lands are most associated with open space by residents (86%), followed by trail corridors and greenways (75%), agriculture land (47%), and open space within a neighborhood (46%). Trail corridors and natural areas were also rated as the highest open space priorities.

Takeaways for Parks & Open Space

4. Residents want more opportunities to connect to and use open space.	Responses emphasized better connections between parks, trails, neighborhoods, and other destinations, with an emphasis on safety. Other ideas for open space included: • More trails, bike lanes, and sidewalks, particularly connections to parks • Places for ATVs, dirt bikes, and bikes to recreate off the road A bike park/pump track • More river open space • More shade to make outdoor spaces usable in summer • Spaces for families and community activities
5. Parks are a regular part of residents' lives.	68% of residents visit parks a few times a month or more when the weather is pleasant. Most residents visit parks at least occasionally. There were too few responses from non-visitors to identify a clear reason for not visiting.
6. Having a park close to home is important to residents.	Residents place a high value on having parks close to home. • 56% said proximity to home is the primary reason they visit a particular park, followed by playground equipment (9%) and trails (9%). • 88% said having a park within walking distance of their home is somewhat or very important.

Takeaways for Parks & Open Space

7. Residents want a variety of park improvements rather than one clear priority. Those priorities vary by park type.	No single improvement stood out significantly above the others. 1. Playground equipment: 32% 2. Maintenance/cleanliness: 29% Shade structures: 28% 3. Walking/jogging paths: 25% 4. Other open-ended responses: 24%, including splash pads, weed control, grassy areas, dog waste stations, and more amenities than are available at private subdivision parks.
8. A few parks account for most reported visits.	The five most frequently visited parks in the past 12 months were: 1. R. Kenneth Baldwin Country Park: 63% 2. Prevedel Park: 45% 3. Sports Park (Recreation Complex Park): 37% 4. Poulter Pond: 33% 5. Green Farms: 28% Windsor Farms and Moulding & Sons had the lowest reported visitation, followed by Holmes and Sycamore.

Takeaways for Parks & Open Space

9. Prevedel Park is the park households most often visit, followed by Country Park.	When asked to identify the single park their household visits most often: 1. Prevedel Park: 34% 2. R. Kenneth Baldwin Country Park: 24% 3. Poulter Pond: 11% 4. Green Farms: 5% 5. Sports Park: 5% No respondents selected Holmes or Moulding & Sons as the park their household visits most often. Sycamore, Staker Farms, and Windsor were also selected by very few respondents.

Park specific feedback: the survey summary report also includes feedback specific to individual parks

Note: Specific Park Feedback

R. KENNETH BALDWIN COUNTRY PARK

PRIMARY REASON(S) FOR VISITING	REQUESTED IMPROVEMENTS	OTHER REQUESTED IMPROVEMENTS
1. Close to Home (13) 2. Playground equipment (7) 3. Dog-friendly (4) 4. Sports fields/courts (3) 5. Trees/nature (2) 6. Picnic facilities (1) 7. Physical fitness (1)	1. Shade structures (9) 2. Maintenance/cleanliness (7) 3. Restrooms (7) 4. Walking/jogging paths (6) 5. Trees (6) 6. No improvements needed (6) 7. Lighting/safety features (4) 8. Sports fields/courts (3) 9. Playground equipment (2) 10. Water-wise landscaping (2) 11. Picnic facilities (1)	• I would love a pump track for scooters and bikes • Maybe a splash pad!!! Plenty of room and I don't think we have a close one! • More dog park walking area • Shade structures, like large shade sails similar to Burch Creek park in South Ogden • Water and open toilets when the park is open it's hit or miss sometimes, kids need water when playing at the park

Takeaways for Trails

1. Residents are generally satisfied with trails, but many feel there are not enough.	62% of respondents are somewhat or very satisfied with West Haven's trails. However, more than half (55%) feel there are not enough trails.
2. Trails are a regular part of residents' lives.	69% of residents visit trails a few times a month or more when the weather is pleasant, which is comparable to park visitation. Among residents who do not use trails, lack of information and poor access were the most common reasons.
3. Residents value having trails close to home and want more paved-surface trails.	84% said having a trail within walking distance of their home is somewhat or very important. • Only 17% feel there is a sufficient amount of paved trails. • 37% feel there is a sufficient amount of natural-surface trails.
4. Walking and biking are the primary ways residents use trails.	80% of respondents report using trails for walking/jogging and 45% for recreational biking. Open-ended responses also mentioned dog walking.

Takeaways for Trails

5. Trail use is concentrated around several parks and regional trail corridors. Many residents express that they do not know the names of trails they use.	The most frequently identified trails and trail areas included: 1. Prevedel Park trails 2. Weber River Trail/Ogden River Parkway 3. West Haven Trail 4. Green Farms 5. Poulter Pond 6. Fair Grove/West Haven Canal Trail

Takeaways for Trails

6. Residents want a more complete, connected, and accessible trail system.	The highest-rated improvements focused on connecting neighborhoods and filling gaps in the existing system: • Linking neighborhoods with a trail system: 46% • Making trails more complete or connected: 40% • Pet waste disposal stations: 34% • Increasing trail miles: 34% • More trailheads: 24% • Other open-ended responses: 24%, including more trails along wetlands and canals, trails in the western portions of the City, clearer signage and wayfinding, safe crossings and sidewalks connecting trails to neighborhood destinations, more trees and beautification, garbage cans, spaces for kids, and concerns about trail flooding. Other ideas included evaluating user-created trails at Prevedel Park, a west-to-east rail trail, more trails associated with new development, and equestrian trails.
7. Most residents do not see trail conflicts as a major issue.	Respondents generally felt that trail users should be responsible for appropriate trail etiquette, with education, signage, and markings identified as potential tools. Where conflicts were identified, comments mentioned e-bikes, motorcycles, and compliance with leash laws.

Takeaways for Recreation

1. Residents are split on whether there are enough recreation facilities, while most feel there are enough programs.	Responses were nearly split between residents who feel there are enough and those who feel there are not enough recreation facilities. 65% feel the City has the right amount of recreation programs.
2. Participation in City recreation programs is relatively low, and many residents are neutral about the programs available.	73% selected "none" out of the list of recreation programs when asked about their household's participation. Youth sports had the highest participation among the programs listed (not many youth took the survey). • 43% of respondents are somewhat or very satisfied with recreation programs. • 40% are neutral about their satisfaction with programs.
3. Aquatic center, trails and bike paths, and indoor recreation center were identified as top facility requests.	Other facility requests included: Splash pad or swimming pool • Fishing pond at Prevedel Park • Community recreation center • Wheels park • Disc golf/golf course • Dedicated place for ATVs and e-bikes

Takeaways for Recreation

4. Residents want recreation opportunities for a range of ages and interests..	Open-ended responses included requests for: • Youth soccer, flag football, and basketball • More adult sports, programs, and leagues Fitness classes, yoga, and Zumba • Recreation opportunities for older adults • Accessible parks and recreation programs for people with disabilities, including programs for children through adulthood
5. City events have broad participation with interest in additional community activities.	75% of respondents participate in City-sponsored events. Open-ended suggestions for additional events included: • More neighborhood gatherings and social events • More child-friendly community events • Live music • Fishing tournaments • Weekly farmers markets • Cultural diversity festivals • More rodeos

Parks & Recreation Funding

Residents are mixed on supporting additional local funding for parks and recreation.

- 45% would support a modest increase in local property taxes if the additional revenue were dedicated to improving and maintaining parks, trails, open spaces, and recreation facilities.
- 31% were unsure, while 19% would not support an increase.

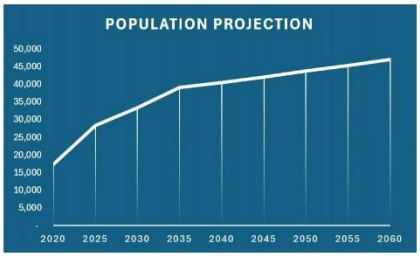
What, if anything, stood out to you in the survey results?

Park System Inventory & Assessment

Demographic Indicators

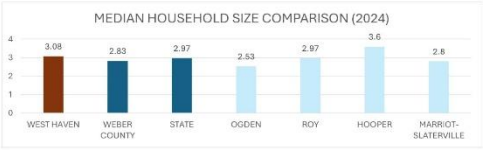
West Haven will continue to grow

- Estimated population: 24,960 *(Kem C. Gardner July 1, 2025)*
- 2060: 46,955 (Annexation Plan projections)



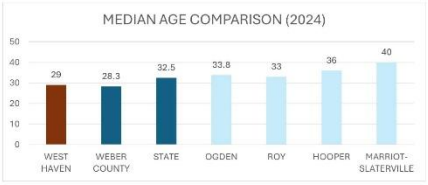
Demographic Indicators

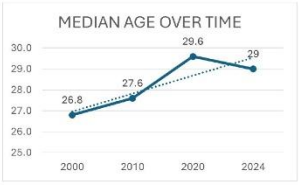
- **Large households, gradually declining**
  - Average household size is 3.53 people, compared to 2.83 in Weber County and 2.97 statewide.
  - Household sizes are expected to decline as the community matures through 2050.



Demographic Indicators

- **As families age, recreation needs evolve**
  - 30.7% of residents are under 18, with children ages 10–14 the largest age group.
  - The share of residents ages 55–85 has increased over time.





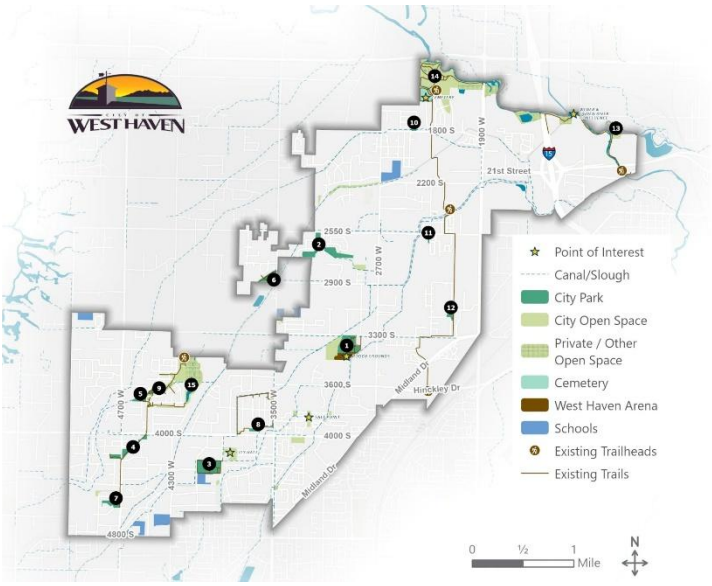
Park classifications (e.g., Regional, Community, Local) describe how a park fits within the overall system and informs typical amenities

Parks System

Highlighted = Current

Regional (20+ acres)	Community (10-20 acres)	Neighborhood (3-10 acres)
1. R. Kenneth Baldwin Country Park	1. Windsor Farms Park (Planned) 2. Sports Park	1. Fair Grove Park 2. The Barn 3. Staker Farms Park 4. Stonefield Park 5. Salt Point (current open space, could be a future dog park)

Local (less than 3 acres)	Open Space Parks	Other/Special Use
1. Country Haven Park 2. Green Farms Park 3. Holmes Park 4. Sycamore Park 5. Tuscan Meadows Park	1. Moulding & Sons Park (Undeveloped) 2. Prevedel Park 3. Poulter Pond (Planned)	• Cemetery • Rodeo Arena • Parks associated with schools (quasi-public)



EXISTING PARKS

Regional Parks (20+ acres)

1. R. Kenneth Baldwin Country Park

Community Parks (10-20 acres)

2. Windsor Farms Park (Planned)
3. Sports Park

Neighborhood Parks (3-10 acres)

4. Fair Grove Park
5. The Barn
6. Staker Farms Park
7. Stonefield Park

Local Parks (<3 acres)

8. Country Haven Park
9. Green Farms Park
10. Holmes Park
11. Sycamore Park
12. Tuscan Meadows Park

Open Space Parks

13. Moulding & Sons Park
14. Prevedel Park
15. Poulter Pond (Planned)

Level of Service (LOS): measures parkland relative to population, typically expressed as acres per 1,000 residents.

Current Park Acreage Used for LOS



Level of Service (LOS): measures parkland relative to population, typically expressed as acres per 1,000 residents.

Current LOS

3 acres / 1,000
(CURRENT LOS)

- Maintaining an LOS of **3 acres per 1,000 residents** is recommended as a preliminary long-term goal.

Assumptions:

- Park acreage = 75.5
- Current population = 24,960 *(Kem C. Gardner)*

Level of Service (LOS): measures parkland relative to population, typically expressed as acres per 1,000 residents.

2035 LOS

2.5 acres / 1,000
(2035 LOS)

- To bring the LOS up to the goal of 3, the city would need to add about **20 additional acres.**

Assumptions:

- Park acreage = 96.8 (*adds Windsor Farms and Salt Point)*
- 2035 population = 38,954 *(Annexation Plan)*

Level of Service (LOS): measures parkland relative to population, typically expressed as acres per 1,000 residents.

2050 LOS

2.2 acres / 1,000
(2050 LOS)

- To bring the LOS up to the goal of 3, the city would need to add about **33.9 additional acres.**

Assumptions:

- Park acreage = 96.8 (*if it remains the same)*
- 2050 population = 43,574 *(Annexation Plan)*

Walkshed Analysis uses the existing transportation network to determine walking time

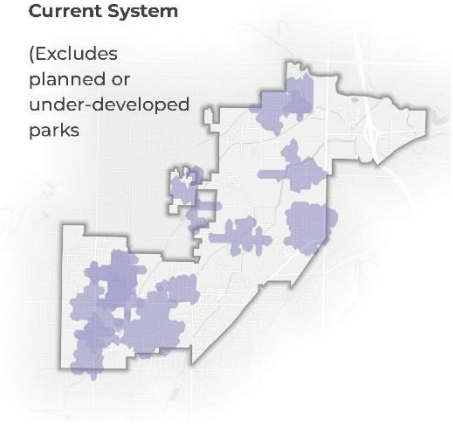
Driveshed Analysis uses the same transportation network to determine driving time

Park Distribution

- **There are several park walkability gaps in West Haven's system**
- **A 5-minute drive provides strong access to most parks**
  - Tradeoff: good vehicular access is often in conflict with pedestrian access and safety

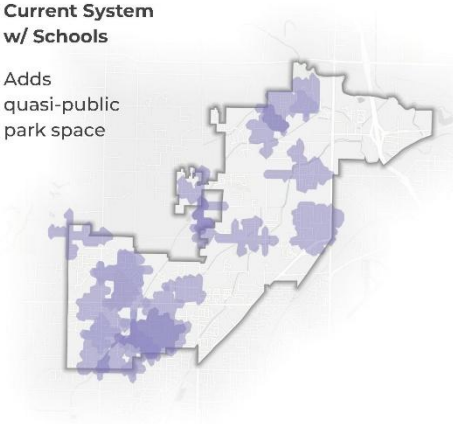
Current System

(Excludes planned or under-developed parks



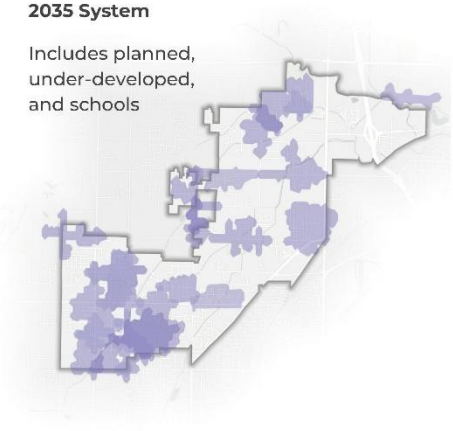
Current System w/ Schools

Adds quasi-public park space



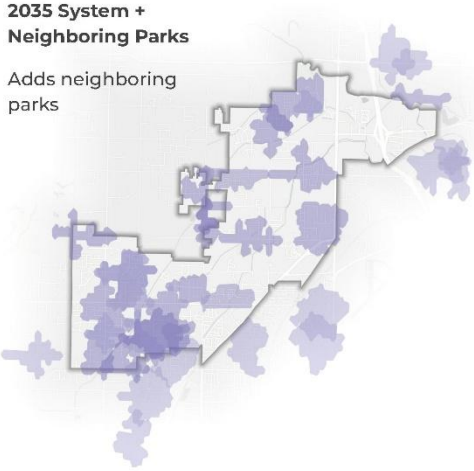
2035 System

Includes planned, under-developed, and schools



2035 System + Neighboring Parks

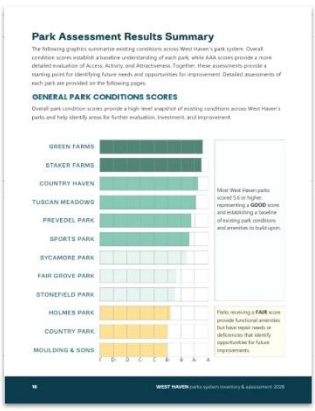
Adds neighboring parks



Site Visits: City Staff visited each park to inventory existing amenities and assess their condition.

Parks received a preliminary letter grade rating

Park System Inventory & Assessment



Park Assessment Results Summary

The following graphics summarize existing conditions across West Haven's park system. Overall condition scores establish a baseline understanding of each park, while AAA scores provide a more detailed evaluation of Access, Activity, and Attractiveness. Together, these assessments provide a starting point for identifying future needs and opportunities for improvement. Detailed assessments of each park are provided on the following pages.

GENERAL PARK CONDITIONS SCORES

Overall park condition scores provide a high-level snapshot of existing conditions across West Haven's parks and help identify areas for further evaluation, investment, and improvement.

GREEN FARMS
STAKER FARMS
COUNTRY HAVEN
TUSCAN MEADOWS
PREVEDEL PARK
SPORTS PARK
SYCAMORE PARK
FAIR GROVE PARK
STONEFIELD PARK
HOLMES PARK
COUNTRY PARK
MOULDING & SONS

F D C C B B A A

Most West Haven parks scored 5.6 or higher, representing a GOOD score and establishing a baseline of existing park conditions and amenities to build upon.

Parks receiving a FAIR score provide functional amenities but have repair needs or deficiencies that identify opportunities for future improvements.



R. Kenneth Baldwin Country Park

REGIONAL PARK

2810 W 3300 S

GRADE B-

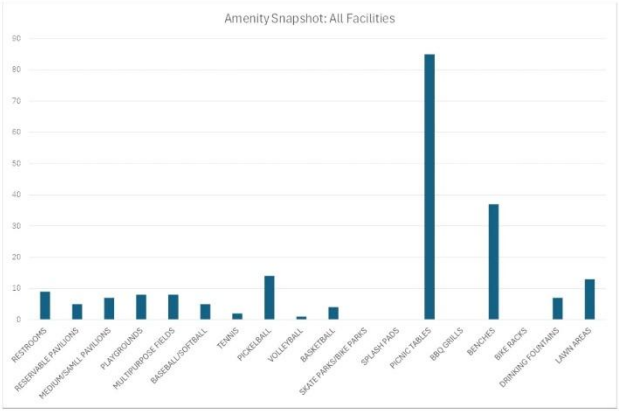
About

R. Kenneth Baldwin Country Park, also known as "Country Park," is currently West Haven's sole regional park at approximately 19.57 acres. The park provides a range of active and passive recreation opportunities and shares grounds with the West Haven Rodeo Arena.

PARK SNAPSHOT

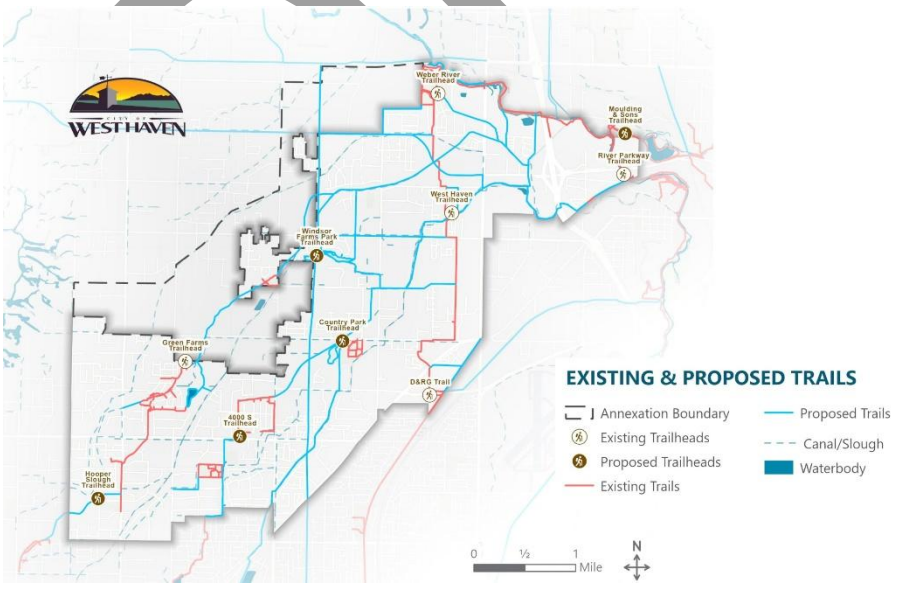
Classification	Regional Park
Address	2850 W 3330 S
Overall Score	5
Overall Grade	B-
Acreage	19.57 acres (Rodeo 7.12 acres)
Parking	322 stalls
Key Amenities	Restrooms Pavilions Playground Baseball / softball fields Pickleball courts Volleyball court Basketball courts Picnic tables Walking path
Other Features	Adjacent to the West Haven Rodeo Arena. Open lot / field and wetland/open space

Park Amenities Snapshot



Trails

- **Existing:** 17.5 miles
- **Proposed:** 31 miles
- **Total:** 48.5 miles
- **Recommended Classifications:**
  - Regional Trails: e.g. D&RG Western Rail Trail
  - Connectors: e.g. 4700 W Trail
  - Local/Park: Green Farms



Proposed Park Typologies

Underlying goal: Placemaking

- Placemaking = transforming a "space" into a "place" that people feel connected to, proud of, and want to spend time in.
- Successful places (Project for Public Spaces):
  - Are **accessible**
  - People are **engaged in activities**
  - Are **comfortable**, with a good image
  - Are **sociable**



Park Classifications vs. Typologies

- **Classification:** how a park fits within the overall system
- **Typology:** describes park function, activities, and spatial character

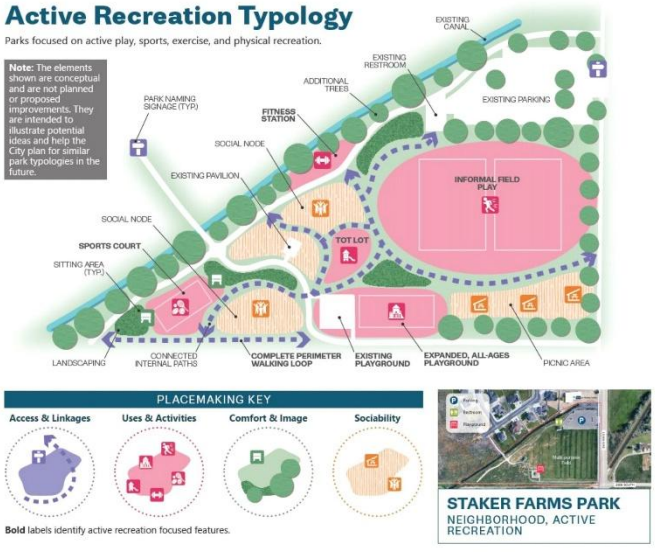
Park Classification → **Park Typology** → **Placemaking Strategies** → **Design Considerations**

4 Typologies

- **Active Recreation:** parks focused on active play, sports, exercise, and physical recreation.
- **Gathering:** designed to bring people together through informal gathering, events, picnicking, and other activities designed for human interaction.
- **Nature & Discovery:** focused on nature experiences, wildlife viewing, passive recreation, and environmental features.
- **Trail & Greenway:** organized around trails, connections, and linear recreation.

Note: Parks Committee Feedback

- The Committee generally liked these and were very excited about them.
- They would like the Plan to provide some guidance on implementation and prioritization.



Gathering Typology

Parks designed to bring people together through informal gathering, events, picnicking, and other activities designed for human interaction.



Note: The elements shown are conceptual and are not planned or proposed improvements. They are intended to illustrate potential ideas and help the City plan for similar park typologies in the future.



Bold labels identify gathering focused features.



COUNTRY HAVEN PARK
LOCAL, GATHERING

Nature & Discovery Typology

Parks focused on nature experiences, wildlife viewing, passive recreation, and environmental features.



Note: The elements shown are conceptual and are not planned or proposed improvements. They are intended to illustrate potential ideas and help the City plan for similar park typologies in the future.



Bold labels identify nature and discovery focused features.



MOULDING & SONS
OPEN SPACE PARK, NATURE & DISCOVERY

Trail & Greenway Typology

Parks organized around trails, connections, and linear recreation.

Note: The elements shown are conceptual and are not planned or proposed improvements. They are intended to illustrate potential ideas and help the City plan for similar park typologies in the future.





Bold labels identify trail and greenway focused features.



FAIR GROVE PARK
NEIGHBORHOOD, TRAIL & GREENWAY

Any feedback on the park typologies?

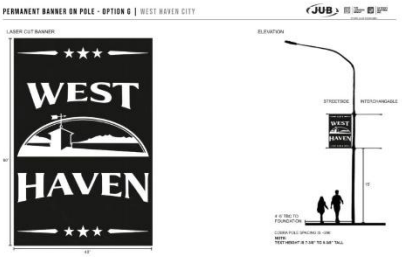
Proposed Signage Suite

Objectives

- **Unify the park and trails system** with wayfinding, identification, informational, and regulatory signage
- **Develop a signage design suite** to serve as a standard for future signage development









—

Q

Any feedback on the conceptual signage suite?

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Thank you!

DRAFT

6:00 REGULAR CITY COUNCIL MEETING

1. MEETING BROUGHT TO ORDER:

The Council met at their regularly scheduled meeting held in the Council Chambers.
Mayor Vanderwood brought the meeting to order at 6:09 PM and welcomed those in attendance.

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE	**Councilmember Saunders**
B. 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.

Jennifer French expressed concern about the Cucereavii Subdivision lot sizes. She said it does not match the surrounding area. She said initially the lots were supposed to be for family members of the developer and they put them up for sale after they received approval. She expressed concern that this would bring her property value down.

4. **UPCOMING EVENTS**

Open Sew Night-The Barn	**October 19, 2026**	**5:00 PM**
Transportation Master Plan Open House-City Hall	**October 20, 2026**	**6:00 PM**
Barn yarns Storytelling-The Barn	**October 22, 2026**	**6:00 PM**
Pumpkin Walk-R. Kenneth Baldwin Country Park	**October 26, 2026**	**6:00 PM**
Music Circle-The Barn	**October 26, 2026**	**7:00 PM**
Senior Lunch Bunch-The Barn	**October 28, 2026**	**11:30 AM**
Barn Open House	**November 17, 2026**	**6:00 PM-8:00 PM**

Mayor Vanderwood said the Warrior Over Wasatch show will be on May 12, 2027.

5. COUNCIL UPDATES

Councilmember Saunders asked who the public can contact if they can't access The Barn when they are renting it.

Emily Green said they can contact the on-call phone number.

Councilmember Call said the Art's Festival was successful. She said the Art's Council would like to hang up the flag artwork in the Council Chambers for the year if that's possible.

Mayor Vanderwood confirmed that we could hang the artwork up in the Council Chambers.

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

6. **ACTION ON CONSENT AGENDA**

A. COUNCIL MEETING MINUTES	**MEETING HELD**	**September 16, 2026**
B. CPCO, LLC	**$160,229.80**	**Inv.#3117**

Councilmember Call said that agenda item 12 shows Councilmember Swapp as voting for adjournment when it was supposed to be Councilmember Saunders.

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

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

7. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**
A. ACTION ON ORDINANCE 18-2026-AMENDMENT TO THE ZONING FROM A-1 TO R-2-2057 S 2700 W PARCELS #1500760118, 154230002, AND 150760158-APPLICANT TREK LOVERIDGE

Councilmember Saunders made a motion to adopt ordinance 18-2026. **Councilmember Morse** seconded the motion.

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

8. **ACTION ON RESOLUTION 38-2026-APPOINTING MATT EARL, ATTORNEY AT LAW, AND DEREK MALAN, ATTORNEY AT LAW, AS THE WEST HAVEN CITY PROSECUTING ATTORNEYS AND AUTHORIZING ADOPTION OF THE WEST HAVEN PROSECUTOR SERVICES EMPLOYMENT AGREEMENT BETWEEN THE CITY AND MATT EARL AND DEREK MALAN AS THE WEST HAVEN CITY PROSECUTING ATTORNEYS-SHAWN WARNKE, CITY MANAGER**

Councilmember Saunders asked why this was an employment contract instead of a regular contract.

Shawn Warnke said the insurance would only cover them if they were employees.

Councilmember Call said paragraph 10 has an extra t between that and they on the last sentence. She said on paragraph 14G it lists Attorney 1 twice and should say Attorney 1 and Attorney 2.

Councilmember Dixon made a motion to adopt resolution 38-2026 with the changes as noted. **Councilmember Saunders** seconded the motion.

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

9. **ACTION ON RESOLUTION 39-2026-APPOINTING TRACY S. COWDELL AND COWDELL LAW, P.C., AS THE WEST HAVEN CITY ATTORNEY AND AUTHORIZING ADOPTION OF THE LEGAL SERVICES AGREEMENT BETWEEN WEST HAVEN CITY AND COWDELL LAW, P.C., FOR CIVIL LEGAL SERVICES AS THE WEST HAVEN CITY ATTORNEY-SHAWN WARNKE, CITY MANAGER**

Councilmember Call asked how many attorneys at the firm have 10 plus years of experience.

Ryan Richards said there were only two attorneys at the firm that have less than 10 years of experience.

Councilmember Call said that paragraph 19 needs "should survive" removed.

Councilmember Morse made a motion to adopt resolution 39-2026 with the changes noted. **Councilmember Saunders** seconded the motion.

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

DRAFT

10. **ACTION ON RESOLUTION 40-2026-AWARDING A BID FOR WINDSOR PARK IMPROVEMENTS-EDWARD MIGNONE, CITY ENGINEER**

Councilmember Saunders made a motion to adopt resolution 40-2026 awarding the bid to MSCI Builds in the amount of $1,446,896.44. **Councilmember Call** seconded the motion.

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

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

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

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

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

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

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

12. **ADJOURNMENT**

Councilmember Saunders made a motion to adjourn at 8:04 PM. **Councilmember Morse** seconded the motion.

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

Emily Green
City Recorder

Date Approved:

DRAFT

City Council
Staff Review Memo

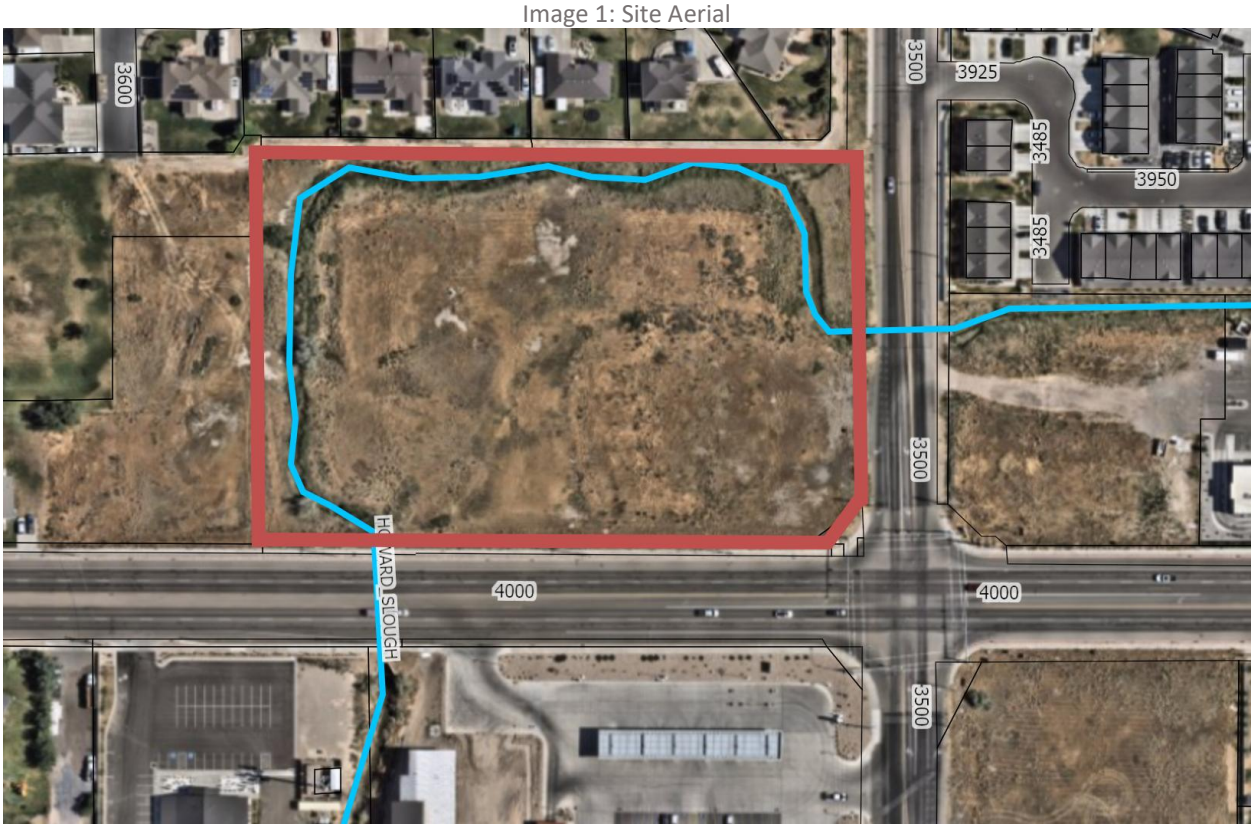
October 21, 2026

Stephen Nelson, Community Development Director

PETITION TO AMEND THE ZONING MAP

Request:	Approval of an amendment to the zoning map
Property Location:	Parcel 080360040 at approximately 3507 W 4000 S West Haven
Property Zone:	A-2
Property Size:	4.81 Acres
Applicant:	Eric Rose, Applicant and King Yu Owner
Governing Document(s):	WHZC §157.705 through §157.715 and the West Haven General Plan
Decision Type:	Legislative
Staff Recommendation:	Approval

Image 1: Site Aerial



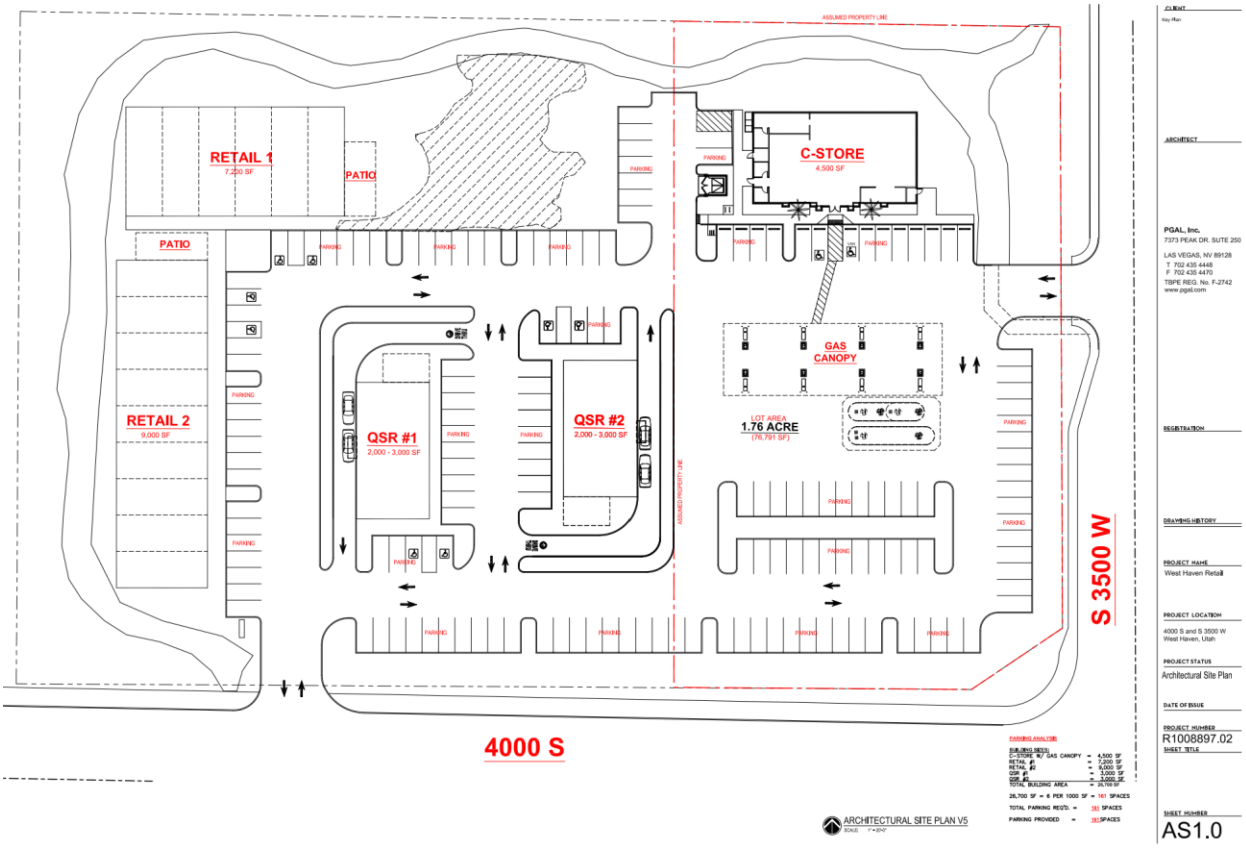
I. BACKGROUND

The applicant is seeking approval for a rezone application to allow for commercial development on the property. The current zoning is A-2, and the applicant requests a change to C-2. The stated purpose in the application is as follows:

> *We are proposing to build a retail project on the site. Our current plan is to put a gas station and convenience store, two fast food restaurants, and some inline retail.*

The applicant has also provided the required concept plan as shown in Image 2 and is attached to this packet.

Image 2: Development Concept Plan

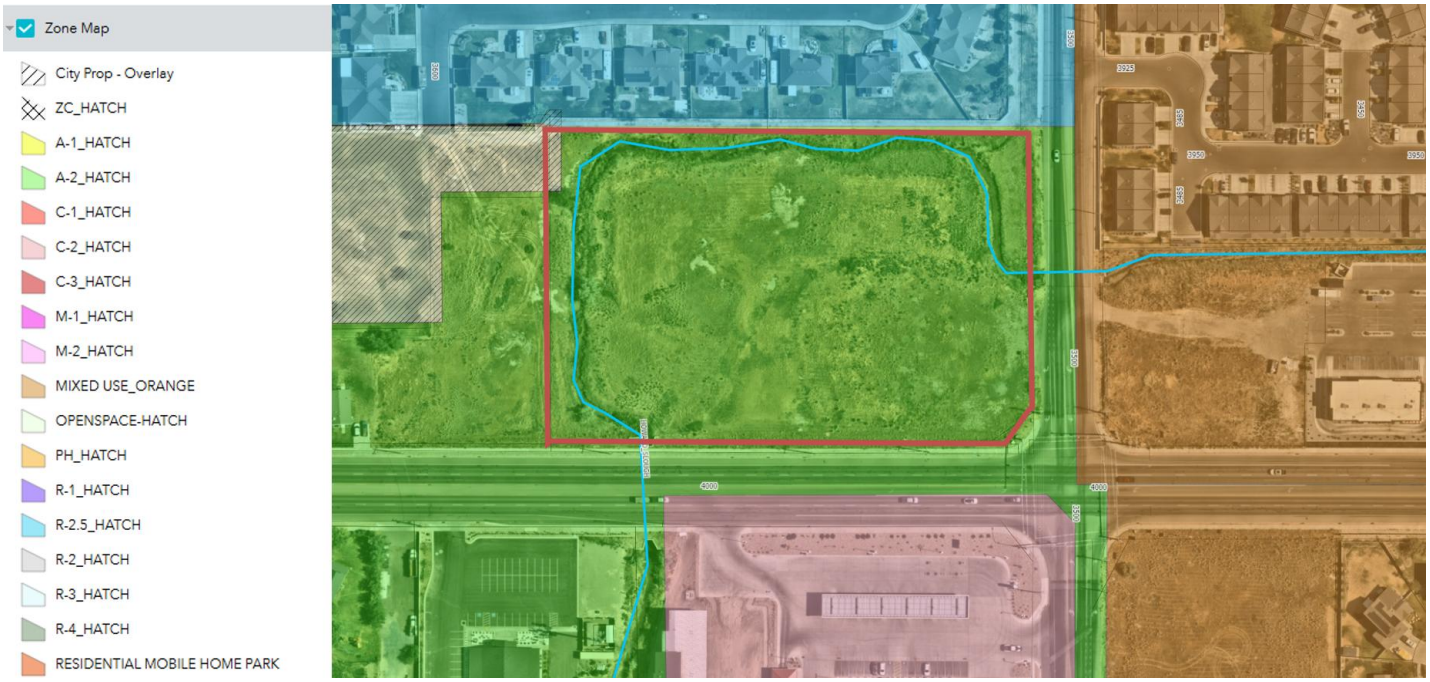


The existing zoning conditions of the subject property are as depicted in Image 3 below and expressed in Table 1 below. See Image 4 for the envisioned future zoning of the subject property and the contiguous properties.

Table 1: Zoning Designations of Contiguous Property

Direction	Zone	Current Use
North	R-2.5	Single Family Development
East	Mixed Use	Townhomes, Commercial, and future commercial development
South (across Hinckley)	Mixed Use, C-2, and A-2	Vacant Property, Commercial Development, and a Church
West	A-2 and Open Space	City Park, Single Family Home

Image 3: Current Zoning Conditions – WHC Zoning Map, Vicinity of subject property



II. STAFF REVIEW

Staff's review of the subject petition to amend the zoning map, as it pertains to the requirements of the West Haven Zoning Code, is as follows:

Note that in this section, the verbatim language of the West Haven City Zoning Code is in grey italics. Staff do not provide findings for each consideration below, but only for those considerations that were found to be immediately relevant to the subject petition.

§157.707 Petition Procedure

The West Haven City Zoning Code provides the following four procedural elements (A through D below) for the Planning Commission and City Council to consider when reviewing a petition to amend the Zoning Map.

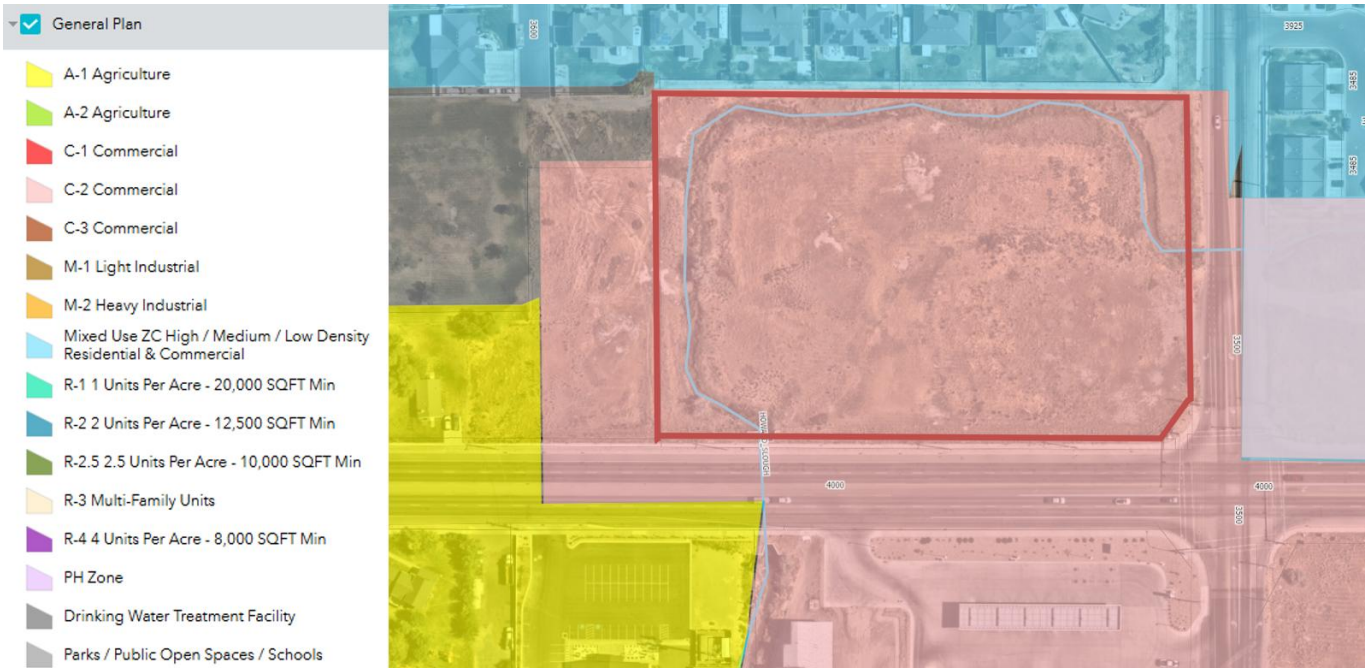
(A) The city procedure for processing rezoning petitions for multiple-family (over eight) dwellings, mixed use, recreational resort, commercial, and industrial developments requires a petitioner to submit, as part of the rezoning petition, a concept development plan and to specify the general land uses and the general site and building arrangements which will occupy the property and the general time frame and phasing of development if rezoning is granted.

Finding: The applicant provided a development concept that specifies the general land use and general building arrangements. The concept plan generally complies with uses, though staff has a few notes on the site layout and seeks changes if the zone change is approved and the applicant files a preliminary site plan.

The attached concept plan is purely conceptual, and a site plan is not approved as part of a rezone petition. The concept has not been vetted for full technical compliance with zoning development standards, the International Fire Code, Engineering standards, and utility capacities. Based on an initial review, staff anticipates that the site plan would need changes if the zone change is approved and the applicant chooses to proceed with a site plan application. The following are some considerations and general comments of the concept plan as proposed:

- Access on 4000 S would be based on Conditional Access Permit to be granted by UDOT. This is integral to the overall site design/operation. The City needs to understand UDOT's likelihood of permitting same.
- Access(es) on the east side of 3500 W and 4000 S need to be shown to assess alignment/connectivity.
- Property lines are shown as "assumed." Why is there uncertainty?
- Parking - 60% of GFA is for Retail #1 and #2 requiring 97 parking spaces. Only 30-35 spaces are proximate to those uses, the bulk of the implied "overflow" parking for the retail uses is at the far south-east corner of the site. Overall parking should be distributed to better serve the associated demand.
- Two (2) van-accessible parking spaces. One (1) van-accessible space requried for every six (6) total ADA staffs
- The separate drive-throughs provide difficult access/circulation movements. Further traffic analysis required? Were other configurations considered? Location of menu boards must be shown to quantify stacking capacity.
- There needs to be a minimum twenty (20') foot slough access easement along the slough.
- No dimensions shown - fully dimensioned plan required for review
- No provision for above-grade stormwater detention. City needs a geotechnical report to assess ways to manage stormwater.

Image 4: General Plan Map, Vicinity of subject property

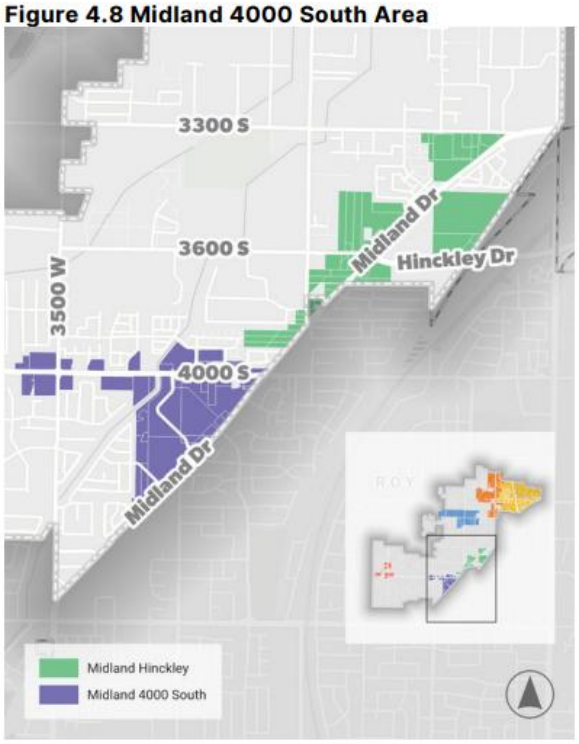


(B) Planning committees and neighboring property owners will be notified not only of the rezoning petition, but also of the general details of what is proposed and how and when it will be located on the property. The notice of public hearing before the City Council shall also contain the same development information.

(C) The Planning Commission and the City Council will consider whether the petition should be approved or disapproved based upon the merits and compatibility of the proposed project with the master plan and surrounding land uses, and its impact on the surrounding area.

Finding: The petition and its associated concept plan is compatible with the General Plan and the surrounding land uses. The General Plan identifies the future land use of the subject property as C-2, as shown in Image 4, which matches the proposal. The General Plan and the area's current development pattern support commercial uses at the four corners of the intersection, with supporting residential housing that has been developed.

Image 5: Economic Development Strategic Plan



(D) The Planning Commission and City Council will consider also whether the proposed development, and in turn the petitioned for rezoning, is needed to provide a service or convenience brought about by changing conditions, and which therefor promotes the public welfare. They may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen, or eliminate, adverse impacts.

Finding: Staff finds that the petition and its associated development concept promote public welfare and are appropriate and compatible with surrounding land uses. West Haven Economic Development Strategic Plan (2026, pp. 39-40) also highlights this area as part of the Midland 4000 S Economic Development Area, in purple in Image 5. The plan describes the area as follows:

> *The Midland 4000 South area was selected due to its role as an established and emerging commercial corridor anchored by the future Walmart and existing retail establishments. The area benefits from its location along Midland Drive and 4000 South, two important thoroughfares that carry high daily vehicle traffic counts and serve as key connectors between residential areas and neighboring cities. Planned development in the area, including a Walmart Supercenter, positions the Midland 4000 South area as a growing commercial node with regional draw. This planned investment builds on the area's existing commercial presence and reinforces its role as a destination for both neighborhood-serving and regional retail activity. (p. 39)*

Recommended uses for this area include Regional Commercial and Neighborhood Offices.

Regarding the proposed land use, staff does not anticipate any adverse impacts that would not be addressed by the City's codified development standards during the site plan review.

§157.715 City Zoning Alternative Actions

The zoning code also provides the City Council with discretion within the following parameters defined below. Note again that staff do not provide commentary on each factor of consideration in the code below; findings are provided only for those considerations found to be immediately relevant to the proposal.

(A) In all rezoning petition considerations, the City Council, after considering the recommendations of the Planning Commission and after holding the required public hearing(s), may take any of the following final alternative actions:

(1) (a) Where a concept development plan is required as provided for in this subchapter, the City Council may approve rezoning and concurrently approve a concept plan for the development of the petitioned for property, in whole or in part, with or without changes or conditions, and adopt an ordinance rezoning the property, or the city may, by motion, grant conditional zoning approval, with the rezoning to become effective by passage of an ordinance at a future date when more detailed development plans and/or other information have been approved by the city;

Findings: The City "may approve rezoning and concurrently approve a concept plan for the development of the petitioned for property, in whole or in part". Although the proposed uses comply with the requested zone, the General Plan Map, and the Economic Development Strategic Plan, staff has reservations about the concept plan as presented. Staff recommends that any approval of the zone change should not lock the applicant into the proposed site layout but should allow the applicant to update the site layout as part of a preliminary site plan application if the zone change request is approved.

The applicant will also need to secure a conditional access permit from UDOT for the proposed access on 4000 S.

- The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior to final site plan approval.
- An official notice of UDOT approval of the plan set and access point.

(b) The action of division (A)(1) above represents a zoning commitment by the city with fulfillment based upon a petitioner's future, more complete proposals for development;

(c) Conditional zoning approval shall be valid for a period of one year or such other time period as set by the City Council. Upon the expiration of such period of time, the City Council, after due consideration of additional material submitted, shall either grant an extension of time or rescind its conditional approval and deny the rezoning petition;

(2) The City Council may grant or deny a rezoning petition outright in whole or in part. They may require the petitioner to execute a development agreement with the city where they deem it appropriate and necessary; and

(3) The City Council may rezone, or agree to rezone, the subject land to any other zone or zones deemed more appropriate when considering the master plan, citizen's comments, and other factors, and which may allow some, or all, of the petitioner's requested uses.

(B) The City Council, upon its own initiative and after receiving the recommendation of the Planning Commission, may zone or rezone land:

(1) Where it is determined to be in the best interests of the general public;

(2) As a result of amendments to the county master plan, in order to achieve consistency; or

(3) Where changed conditions, public attitudes, or lifestyles so indicate a need.

III. PLANNING COMMISSION RECOMMENDED ACTION

The Planning Commission held a public hearing on October 14. There were a couple of comments received, both written and spoken at the meeting. Some concerns raised included the impact of new commercial development, stormwater, and increased traffic. The Planning Commission considered these impacts and discussed site access. The Planning Commission made the following motion

Recommend to the City Council the approval of the petition to amend the Zoning Map to change the zoning designation of the parcel 80360040 *from A-2 to C-2, approximately 4.81 acres, located at 3507 W 4000 S, finding the request complies with the General Plan and is compatible with surrounding land uses when the following conditions of approval are applied*:

- The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior to final site plan approval.
- An official notice of UDOT approval of the plan set and access point.

The vote was 5-1.

IV. POSSIBLE MOTION

Approval: *Motion to approve Ordinance XX-2026**,** an Ordinance of the City of West Haven, Utah, Rezoning Certain Property Within the City from A-2 to C-2, Amending the Zoning Map Of The City, and providing for an effective date.*

Approval with conditions: *Motion to approve Ordinance XX-2026, an Ordinance of the City of West Haven, Utah, Rezoning Certain Property Within the City from A-2 to C-2, Amending the Zoning Map Of The City, and providing for an effective date**,** when the following conditions of approval are applied*:

[List Any Other Conditions]

Denial: *Motion to deny Ordinance XX-2026, an Ordinance of the City of West Haven, Utah, Rezoning Certain Property Within the City from A-2 to C-2, Amending the Zoning Map Of The City, and providing for an effective date*

[List considerations for denial or findings]

Table Application for Further Consideration: *Motion to table Ordinance XX-2026, an Ordinance of the City of West Haven, Utah, Rezoning Certain Property Within the City from A-2 to C-2, Amending the Zoning Map Of The City, and providing for an effective date*

[List reasons for tabling the item]

West Haven Licensing and Permitting

Printed: 10/07/2026

3507 W 4000 S, West Haven, UT 84401

09/21/2026 - 09/20/2027

Zoning Map Amendment

General

Permit/License #
0076151

Reference Number
a2a06a90-b217-11f1-97bc-2f7dc8e48127

Status
Active

Application Status
Under Review

Application Review Status

Pre-Review	Complete
Planning Commission	Not Reviewed
City Council	Not Reviewed
Final-Review	Not Reviewed

Date Submitted
09/16/2026

Fees

Commercial Zone Amendment Fee 2	$390.50
Subtotal	**$390.50**
Processing Fee	**$2.00**
Total	**$392.50**
Amount Paid	**$392.50**
Total Due	**$0.00**

Payments

09/21/2026	Online	$390.50
Total Paid		**$392.50**

Application Form Data

(Empty fields are not included)

First Name
Eric

Last Name
Rose

Phone
[redacted]

Email

[redacted]

Address
7730 Union Park Ave #500

City
Midvale

State
UT

Zip Code
84047

Is the applicant different from the property owner?
Yes

First Name
King

Last Name
Yu

Owner Phone
[redacted]

Owner Email
[redacted]

Address
4000 S 3500 W

City
West Haven

State
UT

Zip Code
84401

Upload Owner Authorization Form
Owner Agent Authorization Form (2026.09.16).pdf

Property Address
3507 W 4000 S, West Haven, UT 84401

Parcel Number(s)
080360040

Total No. of Acres

4.81

Current Zoning (select all that apply)

A-2

Proposed Zoning (select all that apply)

C-2

Describe Project and Requested Use

We are proposing to build a retail project on the site. Our current plan is to put a gas station and convenience store, two fast food restaurants, and some inline retail.

Concept Plan: Reguired for all multi-family, mixed use, commercial, and industrial zone change applications

Site Plan V5_2026.09.04.pdf

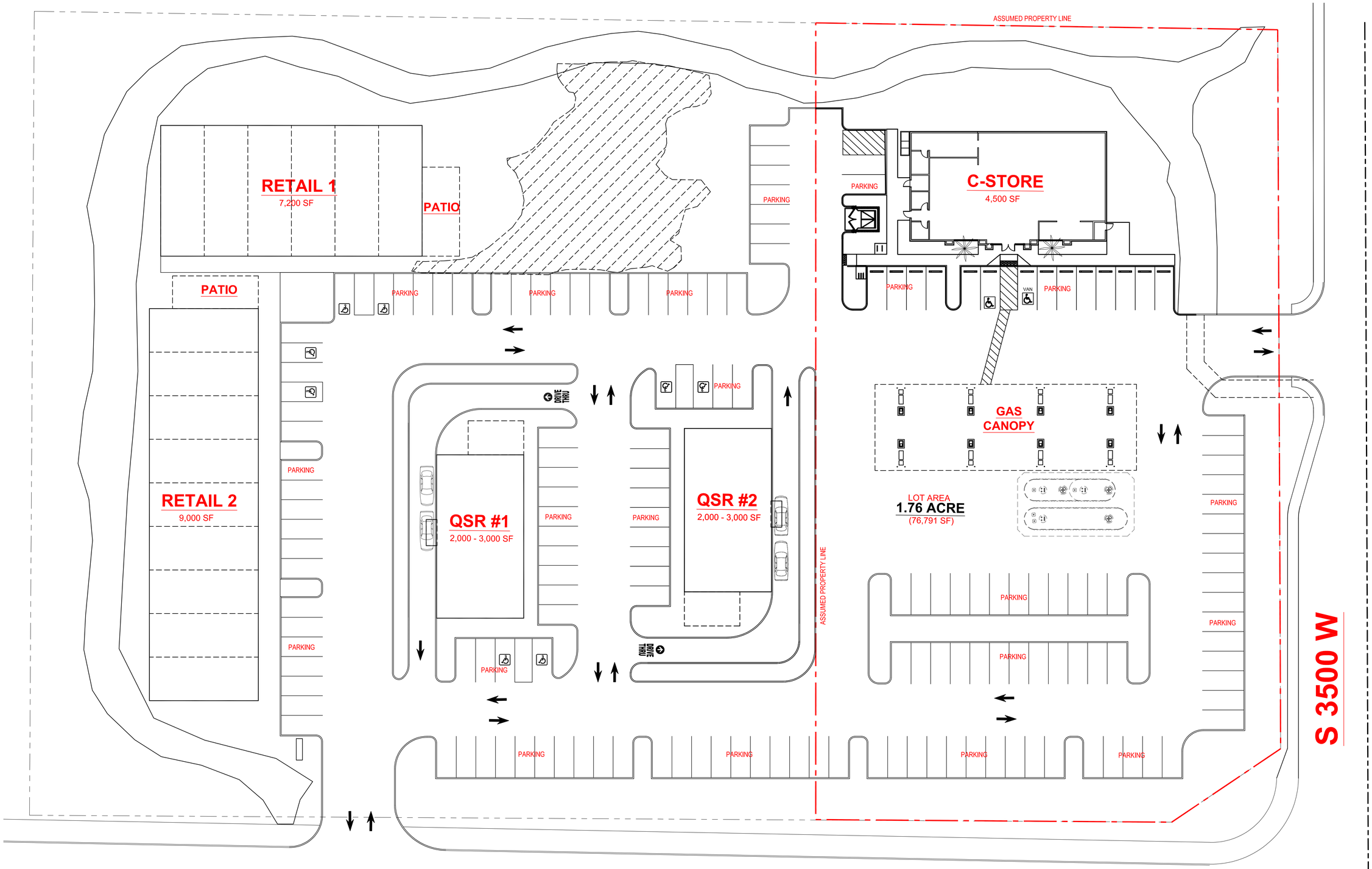
Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Please be aware of scammers requesting payments outside of the system. All payments for this application will either be made within your applicant portal, or in the West Haven Offices. Please check in with staff if you receive any other requests for money transfers.

Electronically Signed

Eric S. Rose - 09/16/2026 3:43 pm



PARKING ANALYSIS

BUILDING SIZES:

C-STORE W/ GAS CANOPY	=	4,500 SF
RETAIL #1	=	7,200 SF
RETAIL #2	=	9,000 SF
QSR #1	=	3,000 SF
QSR #2	=	3,000 SF
TOTAL BUILDING AREA	=	26,700 SF

26,700 SF = 6 PER 1000 SF = 161 SPACES

TOTAL PARKING REQ'D. = 161 SPACES

PARKING PROVIDED = 161 SPACES

ARCHITECTURAL SITE PLAN V5

SCALE: 1" = 20'-0"

FILE NAME:
DATE STAMP:

CLIENT

Key Plan

ARCHITECT

PGAL, Inc.
7373 PEAK DR. SUTE 250

LAS VEGAS, NV 89128
T 702 435 4448
F 702 435 4470
TBPE REG. No. F-2742
www.pgal.com

REGISTRATION

DRAWING HISTORY

PROJECT NAME

West Haven Retail

PROJECT LOCATION

4000 S and S 3500 W
West Haven, Utah

PROJECT STATUS

Architectural Site Plan

DATE OF ISSUE

PROJECT NUMBER

R1008897.02

SHEET TITLE

SHEET NUMBER

AS1.0

ORDINANCE NO. 19-2026

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

Section 1 - Recitals:

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

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

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

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

WHEREAS, the City Council may lawfully adopt the zoning ordinance as proposed and with all later amendments thereto; and,

WHEREAS, the City Council finds that Utah Code ("UC") §10-20-505 provides that the legislative body may amend the number, shape, boundaries, or area of any zoning district; any regulation of or within the zoning district; or any other provision of the zoning ordinance; and,

WHEREAS, the City Council may make no amendment to the City's zoning ordinance or zoning maps unless the amendment was proposed by the Planning Commission or is first submitted to the Planning Commission for its recommended approval or disapproval; and,

WHEREAS, upon petition to the West Haven City, after the Planning Commission held a public hearing on October 14, 2026, and made a positive recommendation, the City Council determines it to be in the best interest of the City to change the existing zone of particular properties from A-2 to C-2 under the Ordinances of the City; and,

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WHEREAS, the City Council finds that C-2 is appropriate when considering the General Plan, citizens' comments, the surrounding development and land uses, and other factors (*§157.715 (A)(3));* and

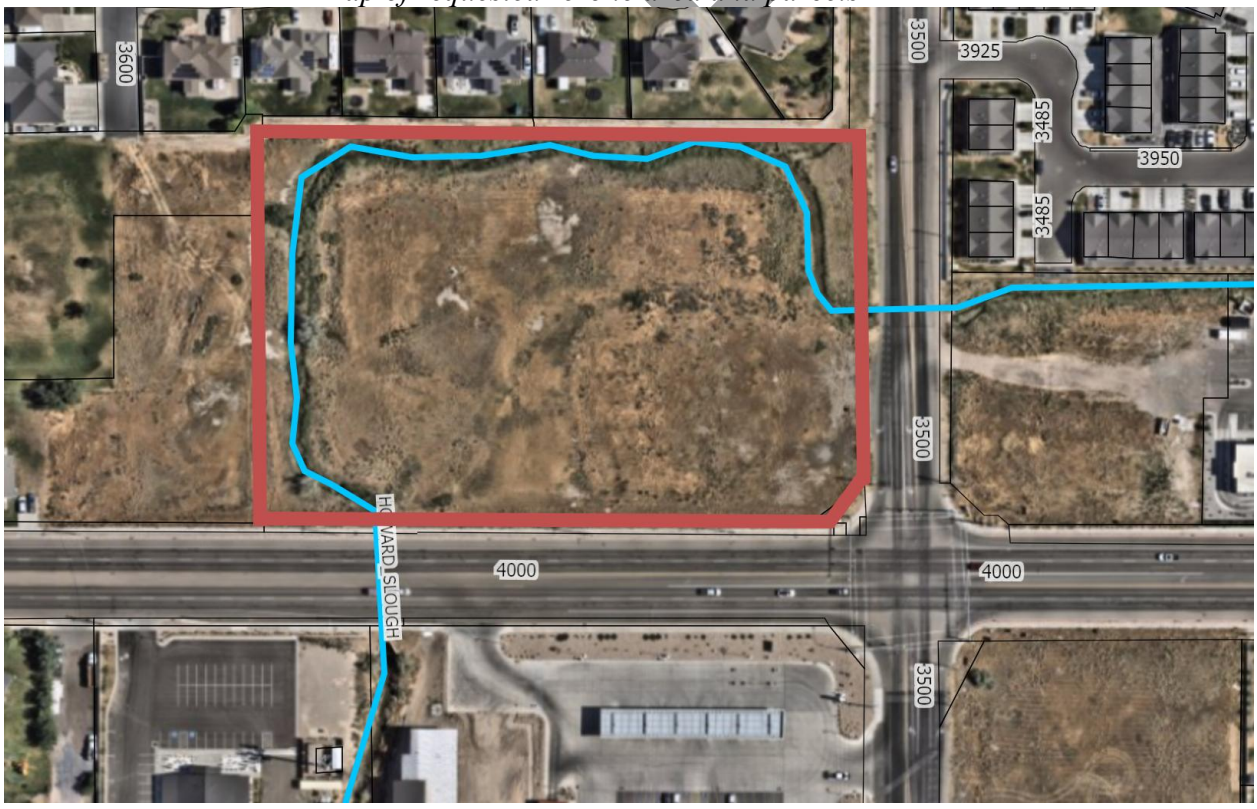
WHEREAS, the City Council finds that the public convenience and necessity, public safety, health, and welfare are at issue and require action by the City as noted above;

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

Zoning Changes:

1. These described lands and premises within the boundaries of the City are re-zoned from **A-2 to C-2,** and the Zoning Map is amended as such.

Map of requested rezone area and parcels



Owners: YU, KING LONG 58% ETAL
Parcel #080360040

Total Acreage Approx: 4.81 acres

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH,RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGININNGAT A POINT NORTH 89D19'02" WEST ALONG THE SECTION LINE 617.00FEET, AND NORTH 00D40'58" EAST 49.42 FEET FROM THE SOUTHEASTCORNER OF SECTION 4, RUNNING THENCE NORTH 00D40'58" EAST 2.00FEET TO THE NORTH LINE OF 4000 SOUTH, THENCE NORTH 00D40'58"EAST 377.49 FEET, THENCE SOUTH 89D17'29" EAST 576.77 FEET;THENCE SOUTH 89D20'54" EAST 40.00 FEET, TO THE EAST LINE OFTHE SOUTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID EASTLINE SOUTH 00D39'06" WEST 379.53 FEET, THENCE NORTH 89D17'29"WEST 616.97 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: PARCEL OF LAND IN FEEFOR THE CONSTRUCTION IMPROVEMENTS AND WIDENING OF STATE ROUTE37 KNOWN AS 4000 SOUTH STREET, PROJECT NUMBER S-0037(3)12,SITUATE IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND SAIDPARCEL BEING A PORTION OF AN ENTIRE TRACT OF LAND RECORDED ASENTRY 1574074 BOOK 1956, PAGE 1273 AT WBEER COUNTY RECORDERDOFFICE, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT APOINT BEING NORTH 89D06'53" WEST 45.21 FEET ALONG THECENTERLINE OF SAID STATE ROUTE 37 AND NORTH 00D53'07" EAST40.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCENORTH 89D06'53" WEST 10.00 FEET, THENCE NORTH 00D53'07" EAST10.00 FEET, THENCE SOUTH 89D06'53" EAST 10.00 FEET, THENCESOUTH 00D53'07" WEST 10.00 FEET TO THE POINT OF BEGININNG.SAID PARCEL DESCRIBES 100 SQUARE FEET MORE OR LESS. BASIS OFBEARINGS: WEBER COUNTY N A D 27 STATE PLANE COORDINATE SYSTEM(E# 2350199) ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LANDIN FEE FOR THE CONSTRUCTION IMPROVEMENTS AND WIDENING OF STATEROUTE 37 KNOWN AS 4000 SOUTH STREET, PROJECT NUMBERS-0037(3)12, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 4,TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ANDSAID PARCEL BEING A PORTION OF AN ENTIRE TRACT OF LANDRECORDED AS ENTRY 1574074 BOOK 1956, PAGE 1273 AT THE WEBERCOUNTY RECORDERS OFFICE, SAID PARCEL BEING DESCRIBED ASFOLLOWS: BEGINNING AT A POINT BEING NORTH 89D06'53" WEST 33.15FEET ALONG THE CENTERLINE OF SAID STATE ROUTE 37 AND NORTH00D53'07" EAST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAIDSECTION 4; THENCE NORTH 89D06'53" WEST 2.06 FEET; THENCE NORTH00D53'07" EAST 15.00 FEET, THENCE SOUTH 89D06'53" EAST 2.00FEET,

DRAFT

THENCE SOUTH 00D39'06" WEST 15.00 FEET TO THE POINT OFBEGINNING. SAID PARCEL DESCRIBES 30 SQUARE FEET, MORE OR LESS.BASIS OF BEARINGS: WEBER COUNTY N A D 27 STATE PLANECOORDINATE SYSTEM. (E# 2350202) LESS AND EXCEPTING: PARCEL OF LAND IN FEE FOR THEWIDENING OF THE EXISTING HIGHWAY STATE ROUTE 37, KNOWN ASPROJECT F-0037(12)10, SITUATE IN THE SOUTHEAST 1/4 SOUTHEAST1/4 OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKEBASE & MERIDIAN, THE BOUNDARIE OF SAID PARCELS OF LAND AREDESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EXISTINGNORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 37 AT THESOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 617.00FEET NORTH 89D19'02" WEST ALONG THE SECTION LINE AND 42.70FEET (NOTE: DEED=49.42 FEET) NORTH 0D40'58" EAST FROM THESOUTHEAST CORNER OF SAID SECTION 4, AND RUNNING THENCE NORTH0D40'58" EAST 9.45 FEET ALONG THE WESTERLY BOUNDARY LINE OFSAID ENTIRE TRACT TO A POINT WHICH IS 50.00 FEETPERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OFSTATE ROUTE 37 OF SAID PROJECT AT APPROXIMATE ENGINEER STATION1091+99.53 AND RUNNING THENCE PARALLEL AND CONCETRIC WITH SAIDCONTROL LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:(1) SOUTH 89D26'32" EAST 109.97 FEET (2) EASTERLY 29.11 FEETALONG THE ARC OF SAID 9360.00-FOOT RADIUS TANGENT CURVE TO THELEFT (NOTE: CHORD TO SAID CURVE BEARS SOUTH 89D31'53" EAST FORA DISTANCE OF 29.11 FEET) TO A POINT OPPOSITE ENGINEER STATION1093+38.77 (3) SOUTH 89D37'14" EAST 408.23 FEET THENCE NORTH45D36'11" EAST 51.89 FEET TO A POINT WHICH IS 48.12 FEETRADIALLY DISTANT WESTERLY FROM THE CONTROL LINE OF 3500 WESTSTREET OF SAID PROJECT AT ENGINEER STATION 104+39.00, THENCESOUTH 89D20'53" EAST 33.00 FEET TO THE EASTERLY BOUNDARY LINEOF SAID ENTIRE TRACT THENCE SOUTH 0D39'07" WEST 51.42 FEETALONG SAID EASTERLY BOUNDARY LINE TO THE SOUTHEAST CORNER OFSAID ENTIRE TRACT THENCE ALONG THE SOUTHERLY BOUNDARY LINE OFSAID ENTIRE TRACT THE FOLLOWING NINE(9) COURSES AND DISTANCES:(1) NORTH 89D04'00" WEST 33.00 FEET (2) NORTH 0D53'07" EAST15.00 FEET (3) NORTH 89D06'53" WEST 2.00 FEET (4) SOUTH0D53'07" WEST 15.00 FEET (5) NORTH 89D04'00" WEST 10.01 FEET(6) NORTH 0D53'07" EAST 10.00 FEET (7) NORTH 89D06'53" WEST10.00 FEET (8) SOUTH 0D53'07" WEST 10.00 FEET (9) NORTH89D04'00" WEST 561.97 FEET TO THE POINT OF BEGINNING AS SHOWNON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OFTHE UTAH DEPARTMENT OF TRANSPORTATION, THE ABOVE DESCRIBEDPARCEL OF LAND CONTAINS 9202 SQUARE FEET OR 0.211 ACRE. (NOTE:ROTATE ABOVE BEARINGS 0D22'46" COUNTERCLOCKWISE TO EQUALHIGHWAY BEARINGS) (E# 2772224) [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAINAN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WASCALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

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2. The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior to final site plan approval.
3. The site will need to receive an official notice of UDOT approval of the plan set and access point.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 21st day of October 2026 and after publication or posting as required by law.

DATED 21st day of October 2026.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and recorded

_____
Emily Green
City Recorder

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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 _____

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RECORDER'S CERTIFICATION

STATE OF UTAH)
: ss.
County of Weber)

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of Ordinance No. 19-2026, entitled **"AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING CERTAIN PROPERTY WITHIN THE CITY FROM A-1 AND R-2, AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE."** adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on October 21, 2026 which appears of record in my office, with the date of posting or publication being October 21, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this 21st day of October 2026.

_____
Emily Green
City Recorder

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STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: October 21, 2026

SUBJECT: Resolution approving a restated agreement with Gardner Engineering

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As you know, amending the Gardner Engineering contract was discussed during the budget process (please see the budget narrative below). In addition to changing the rates, City staff is proposing adding more detail to the contract. As such, please review the contract for more information.

Budget Narrative- Rate Adjustment for Gardner Engineering. Gardner Engineering began working with West Haven soon after it was incorporated in 1991. Over the years, the City has entered into several contracts for professional engineering services with Gardner Engineering, the most recent of which were approved in 2020 and 2022. Specifically, on September 16, 2020, the City Council adopted Resolution 25-2020, approving a consulting and professional services agreement with Gardner Engineering for engineering services for the City and the West Haven Special Service District. On November 2, 2022, the City Council adopted Resolution 34-2022, approving an amendment to the Engineering Services contract between the City and Gardner Engineering that amended the Rate Schedule. This Rate Schedule amendment resulted from an audit of Gardner Engineering's Contract, which found that the Survey Rodman position was not included on the Rate Schedule. Consequently, services for that position were billed at a higher rate. To correct that, an amendment to the Contract, approved by Resolution 25-2020, was required and formalized by Resolution 34-2022.

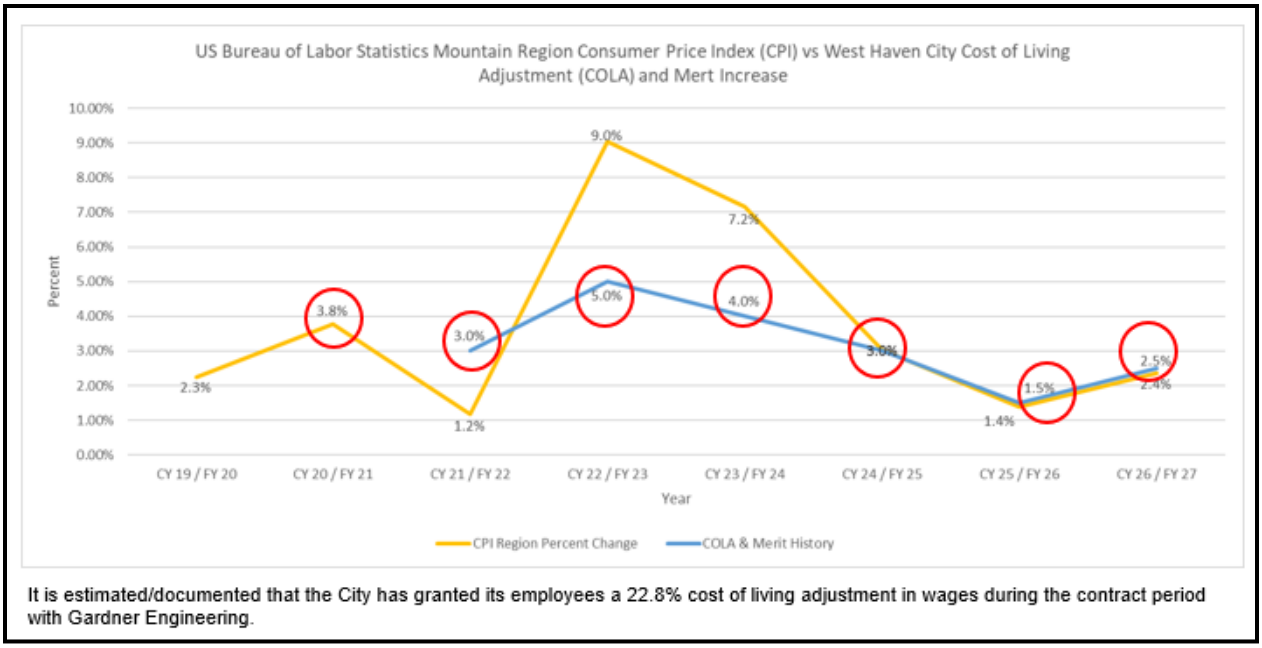
The term of the current contract with Gardner began September 16, 2020, and continued for three years, until September 16, 2023, at which time it automatically renewed for three years and will continue annually thereafter, unless terminated by either City or Gardner Engineering.

For all services rendered by Gardner Engineering under the Contract, the City pays Gardner its hourly rates according to the Rate Schedule, which is as follows:

Role	Hourly Rate
Principal Engineer	$100
Engineer	$98
Senior Designer	$95
Designer	$85
Drafter	$80
GIS Tech/ Survey Tech	$80
Professional Land Surveyor	$115
Survey Crew Chief	$95
Survey Crew	$135
Survey Rodman	$40

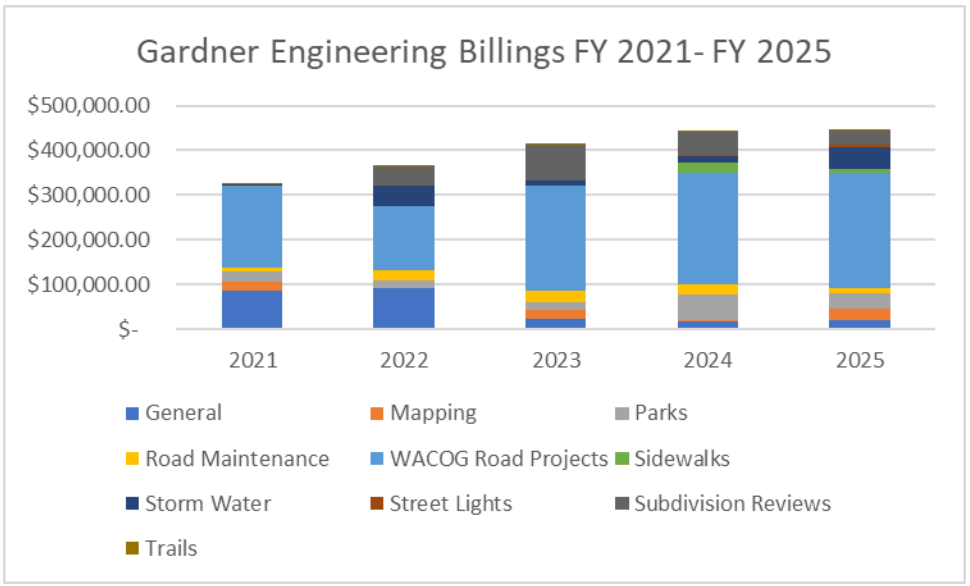
According to the Contract, the Rate Schedule may be changed by mutual written agreement of the City and Gardner at any time, but not sooner than three years from the effective date of this Contract (September 16, 2023). In September 2026, Gardner Engineering will have had the same billable rates for 6 years without a cost-of-living adjustment. Gardner is requesting that its rates be adjusted to account for inflation. As noted in the chart below, during the time period in which Gardner has been providing services, the Mountain Region Consumer Price Index (CPI) has experienced approximately 28.2% inflation, according to

the US Bureau of Labor Statistics, while the City has granted 22.8% cost-of-living adjustments (COLA) during this same period.



It is estimated/documented that the City has granted its employees a 22.8% cost of living adjustment in wages during the contract period with Gardner Engineering.

Below is a chart titled Gardner Engineering Billings FY 2021- FY 2025, showing billing by category and the total amounts paid in a fiscal year. Because some categories have relatively small billing amounts, the same information is presented in a table beneath the chart.



Billing Categories	2021	2022	2023	2024	2025
General	$86,456.75	$90,318.50	$23,089.50	$17,457.20	$18,645.25
Mapping	$20,961.50	$1,120.00	$18,761.25	$2,840.50	$28,235.71
Parks	$22,503.00	$18,701.75	$19,046.25	$57,387.75	$32,914.50
Road Maintenance	$7,782.50	$21,916.00	$23,799.25	$23,953.50	$12,978.25
WACOG Road Projects	$182,224.25	$144,439.25	$236,233.75	$247,251.87	$257,873.32
Sidewalks	$-	$-	$392.00	$24,135.00	$6,356.75
Storm Water	$3,128.75	$45,372.50	$10,250.75	$14,821.00	$49,331.58
Street Lights	$-	$-	$-	$2,695.00	$5,294.00
Subdivision Reviews	$-	$41,447.75	$80,639.00	$50,045.86	$33,735.00
Trails	$100.00	$3,565.00	$230.00	$4,937.50	$1,340.00
Total FY Billing	$323,156.75	$366,880.75	$412,441.75	$445,525.18	$446,704.36

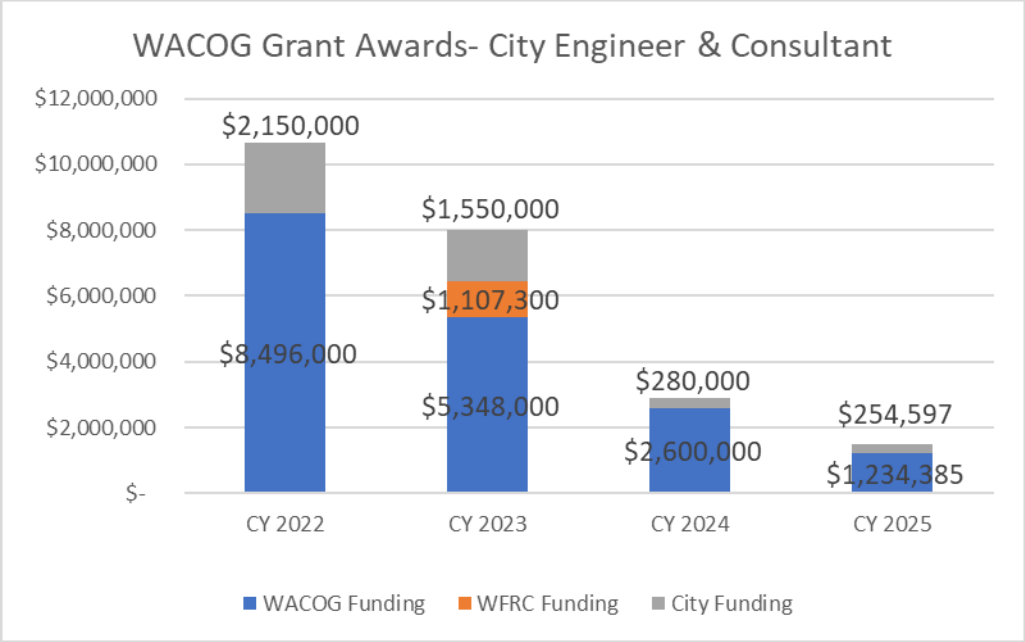
The largest expense category in Gardner's billings is for WACOG Road Projects, shown in light blue in the chart. The WACOG (Weber Area Council of Governments) plays a pivotal role in the Local Transportation Funds Program by overseeing the grant application procedures for Road Projects. Weber County cities, including West Haven City, apply for competitive transportation projects.

WACOG transportation grants and the corresponding road projects are noteworthy for two reasons: 1) Gardner Engineering makes a significant contribution in securing (and managing) millions of dollars in grant funds for City road projects; and 2) WACOG typically reimburses the City 80% of all engineering expenses related to these road projects (minimum local match is 10%- this varies on some funding requests).

The Engineering Department, comprising Ed Mignone, City Engineer, and Ryan Christensen, Consultant Engineer, collaborates to apply for, manage, and implement WACOG Grants. The City has been successful in receiving WACOG Grants, as summarized in the following results:

	CY 2022	CY 2023	CY 2024	CY 2025	Grand Totals
WACOG Funding	$8,496,000	$5,348,000	$2,600,000	$1,234,385	$17,678,385
WFRC Funding	$-	$1,107,300	$-	$-	$1,107,300
City Funding	$2,150,000	$1,550,000	$280,000	$254,597	$4,234,597
Yearly Totals:	$10,646,000	$8,005,300	$2,880,000	$1,488,982	$23,020,282

As shown in the table above and the chart below, West Haven City has received $17,678,385 for transportation projects from CY 2022 through 2025. Because of the complexities of these transportation projects, particularly acquiring right-of-way from property owners and coordinating utility relocations, these projects require extensive engineering and construction management, which Ed Mignone, City Engineer, and Gardner Engineering provide.



An evaluation method that provides context regarding the monetary benefit that the City receives by engaging Gardner Engineering is a cost-benefit analysis, wherein the cost of engineering and construction management, namely Gardner Engineering's total billings from CY 2022 to 2025 (being $1,671,552.04), is compared to the monetary value of the grant revenue, namely $17,678,385 in WACOG Grants. This cost-benefit analysis revealed a 1:10.5 cost-benefit ratio, meaning that for every $1 spent on Gardner Engineering, $10.5 in grant revenue is generated during the same period.

This cost-benefit analysis is shared with some reluctance, as others are involved in securing WACOG funding, including, but not limited to, Ed Mignone, City Engineer, and Mayor Vanderwood. Additionally, Gardner Engineering's performance and value extend far beyond its pursuit and securing of grants and should not be judged solely on that. All of the Engineering Department's work and effort is making a significant contribution to the City's goal and objective of improving the health, safety, and welfare of its residents and visitors.

Notably, most of the $17 million came while Mayor Rob Vanderwood served on the WACOG Board. To this end, Elected Officials play an invaluable part in lobbying the County, State, and Federal governments for grants, infrastructure funding, and a fair allocation of state-collected taxes, with the primary objective of securing resources, promoting favorable policies, and representing West Haven City's unique needs and priorities.

For the reasons described above, the FY 2027 budget proposes increasing Gardner Engineering rates by 24%, commensurate with the 22.8% cost-of-living adjustment (COLA) the City granted during the same period, plus an additional 1%. Going forward, it is recommended that Gardner Engineering increase rates annually at the start of each new budget year by the same percentage as the cost-of-living adjustment (COLA) for City employees (as included in Child Richard's contract). As stated above, these new rates would take effect only if the parties agree in writing through an amendment to Gardner Engineering's Rate Schedule. Below is an anticipated impact on specific engineer line items in the budget:

Account Codes	FY 27 Budget	FY 27 Budget (24% Increase)
10-4579 Engineering (Parks)	$15,000	$18,600
10-4812 Engineer (Community Development)	$40,000	$49,600
10-6030 Engineering (Public Works)	$85,000	$105,400
51-4456 Engineering (Storm Drain Fund)	$50,000	$62,000

RESOLUTION NO. 41-2026

A RESOLUTION OF THE CITY COUNCIL OF WEST HAVEN CITY, UTAH, AUTHORIZING ENTERING INTO A CONSULTING AND PROFESSIONAL SERVICES AGREEMENT WITH GARDNER ENGINEERING, INC FOR SERVICES AS ENGINEERS FOR THE CITY; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION AND FOR THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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SECTION I. RECITALS:

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

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

WHEREAS, the City Council finds that it has previously engaged the services of Gardner Engineering, Inc. ("Gardner") to serve as consulting engineer for the City; and

WHEREAS, in or about 2020, the City Council initiated a search for a new consulting engineer through a procurement process, issuing a request for proposals (RFP) to qualified individuals or firms to provide professional services for the City; and

WHEREAS, in or about 2020, after receiving Gardner's proposed "City Engineering Services Statement of Qualifications," the City Council found that Gardner was in the best position to provide these professional engineering services; and

WHEREAS, on September 16, 2020, the City Council adopted Resolution 25-2020, approving a professional services agreement for engineering services between the City and Gardner which was memorialized and set out the terms under which Gardner would provide services to the City; and

WHEREAS, during a 2022 audit of Gardner's contract, it was found that the Survey Rodman position was not included on the Rate Schedule previously adopted by Resolution 25-2020, and as a result, services for this position were billed at a higher rate; and

WHEREAS, on November 2, 2022, the City Council adopted Resolution 34-2022, approving an amendment to the professional services agreement for engineering services between the City and Gardner, which amended the Rate Schedule to include a Survey Rodman; and

WHEREAS, the term of the contract approved by Resolution 25-2020 with Gardner began on September 16, 2020, and continued for three years, with an annual review, until September 16, 2023, at which time it automatically renewed for three years and continued annually thereafter unless terminated or amended by either the City or Gardner; and

WHEREAS, the parties desire to amend the professional services agreement for engineering services between the City and Gardner to address contractual terms, including but not limited to compensation and other terms or changes to how the services are rendered, as set forth in a restated agreement in Attachment A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN, UTAH, THAT:

SECTION II. AUTHORIZATION:

1. The contract for consulting engineering services between West Haven City and Gardner Engineering, Inc., a copy of which is attached as Attachment "A" to this Resolution, is hereby approved by the City Council.

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

3. That the City Manager is authorized to sign any and all documents necessary to effectuate this Agreement, including the Agreement itself.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of all prior Resolutions, together with their specific provisions, are hereby reaffirmed and readopted, except where they conflict with this Resolution.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions with respect to the changes herein enacted and adopted, or parts thereof, that have heretofore been adopted by the City and 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, deemed, or found 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 its provisions are deemed to be the separate, independent, and severable act of the City Council of West Haven City.

SECTION VI. EFFECTIVE DATE:

This Resolution shall be effective on the 21st day of October 2026 and after publication or posting as required by law.

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PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 21st day of October 2026.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

VOTING:

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

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ATTACHMENT "A"

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT WITH GARDNER ENGINEERING, INC FOR SERVICES AS ENGINEERS FOR THE CITY

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CONTRACT FOR CONSULTING ENGINEERING SERVICES

THIS CONTRACT FOR ENGINEER SERVICES ("Contract") is made and entered into this 21st day ofOctober, 2026 ("Effective Date," which is the date this Contract was approved by the CITY COUNCIL) between WEST HAVEN CITY, ("CITY"), a Municipal Corporation and GARDNER ENGINEERING, Inc. ("GARDNER"), 1580 West 2100 South West Haven, UT 84401 The CITY and GARDNER are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. The CITY is a Municipal Corporation of the State of Utah and has need for general civil engineering, design and construction management, planning, mapping and surveying services on a regular and ongoing basis.

B. GARDNER is a qualified firm with capabilities to provide all required services.

C. The CITY and GARDNER have negotiated the terms of this Contract under which the Engineer will provide services as requested by the CITY.

D. The CITY and GARDNER now desire to set forth the terms of their Contract in accordance herewith.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the CITY and GARDNER do hereby agree as follows:

SECTION 1. CITY RESPONSIBILITIES.

A. The CITY ENGINEER, acting in his/her capacity under the general supervision of the CITY MANAGER, is designated as GARDNER'S point-of-contact with regard to aspects of the management, administration, and day-to-day implementation of the terms of this Contract.

B. The CITY ENGINEER and/or CITY MANAGER may in writing authorize Department Head level personnel to request services, consultations, meetings, investigations, evaluations, studies, design assistance, or other tasks within the scope of this Contract on behalf of the CITY.

C. GARDNER shall notify the CITY ENGINEER regarding all requests for services received from authorized Department Heads and shall document such requests in accordance with the terms of this Contract and SECTION 9 WORK ORDER, as applicable.

D. The CITY ENGINEER shall provide direction, transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to GARDNER'S services.

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E. The CITY shall provide GARDNER with all criteria and full information as to the CITY'S requirements and scope for each project, including design objectives and constraints, performance objectives, flexibility and expandability, and budget limitations.

F. The CITY shall assist GARDNER by placing at its disposal all available pertinent information under the CITY'S auspices and care.

G. The CITY agrees that it shall in no way impinge upon GARDNER'S professional integrity or independence. The power to supervise others in helping GARDNER perform the duties to be performed, and the manner of performance of such duties, and the terms for performance of such duties, shall be exercised solely by GARDNER and not the CITY, except as set out hereinbelow.

H. The CITY ENGINEER shall provide technical direction and assign priority to the specific duties to be performed by GARDNER. The means and the manner by which those duties will be performed shall be left to the professional discretion of GARDNER.

SECTION 2. GARDNER RESPONSIBILITIES.

A. GARDNER shall provide qualified personnel, maintain all required professional licenses, and provide adequate resources to ensure that sufficient time and attention are devoted to services provided to the CITY to ensure adequate staff support and maintain schedules and meet agreed-upon milestones/deliverables.

B. GARDNER shall designate a principal of the firm to serve as its representative and contact. In his/her absence, GARDNER shall identify an alternate designee who has management-level decision-making authority.

C. GARDNER shall provide to the CITY, as requested, the required direct and support Services ("Services") that shall include, but not be limited to:

1. Engineering planning and feasibility studies
2. Technical support for proposed ordinances, policies, procedures, and development and updates to Public Works Engineering Standards
3. Land-Use planning, including updates with respect to zoning and annexation plans
4. Survey coordination
5. Engineering design
6. Preparation of plans, specifications, and estimates
7. Permitting and regulatory coordination
8. Bid-phase services
9. Construction management administration
10. Grant preparation and administration
11. Site inspections
12. Engineering reports
13. Maintaining and updating the CITY'S Geographic Information System

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14. Development application, subdivision, site plans and related planning services.
15. Other related professional engineering services
16. When reviewing subdivision plats, boundary surveys, record surveys, legal descriptions, easement documents, and related materials, GARDNER shall perform such reviews under the supervision of a licensed Professional Land Surveyor when required by Utah law.

D. GARDNER'S review shall be limited to determining general compliance with applicable municipal standards and shall not constitute a certification of title ownership or legal sufficiency.

E. GARDNER shall respond to verbal or written requests for engineering advice from the MAYOR, COUNCIL MEMBERS and/or CITY MANAGER as soon as practicable depending on the timeliness and urgency of the need.

F. GARDNER may hire subcontractors and subconsultants under its contract; the CITY reserves the right to review the credentials and qualifications and provide approval for accepting their Services on behalf of the CITY. GARDNER shall remain fully responsible for the work of all subconsultants.

G. GARDNER shall prepare for, and attend, or have competent help attend upon request of the CITY or as directed by the CITY MANAGER to attend:

1. City Council work sessions, regular or special meetings
2. Planning Commission work sessions, special or regular meetings
3. Ad hoc technical or advisory committee meetings
4. Development Review Committee (DRC) meetings
5. Staff review meetings
6. Applicant meetings
7. Outside jurisdictions' meetings
8. Other meetings related to required scope of services

H. GARDNER may provide technical recommendations and professional opinions but shall not make final regulatory or policy decisions on behalf of the CITY.

I. GARDNER shall provide Services in a professional, reasonable manner in compliance with all applicable laws, ordinances, rules, regulations, and ethical requirements. Reasonable is defined as coordinating with and responding to the CITY (either by phone or electronic means) as outlined in a timely and effective manner, but in no case less than one (1) business day.

J. GARDNER shall have no authority to bind the CITY contractually, financially, or otherwise. Without prior written authorization from a CITY official possessing the requisite legal authority, GARDNER shall not approve or authorize expenditures, construction change orders, development applications, contracts, or other obligations on

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behalf of the CITY. All final governmental, regulatory, financial, and policy decisions shall remain exclusively with the CITY and its duly authorized officials.

SECTION 3. CONFLICT OF INTEREST.

A. GARDNER shall not be limited in its right to, directly or indirectly, render Services of a professional nature to or for any person or entity for compensation.

B. GARDNER represents that, to the best of its knowledge, none of its principals, officers, employees, subconsultants, or affiliates have any actual, apparent, or potential conflict of interest that would impair independent professional judgment.

C. GARDNER shall have a continuing obligation throughout the term of this Contract to disclose any actual, potential, or perceived conflict of interest. GARDNER shall disclose:

1. Existing or anticipated contractual relationships with project stakeholders.
2. Ownership interests or financial interests that may be affected by the assignment.
3. Family, business, or personal relationships with CITY officials or employees connected to the Project.
4. Any circumstance that could reasonably create an appearance of impropriety.

D. Any potential direct or appearance of conflict brought to the CITY by GARDNER or identified by the CITY shall be reviewed by the CITY MANAGER and, at his/her discretion, the CITY ATTORNEY, who shall determine whether:

1. No conflict exists
2. The conflict may be mitigated;
3. Scope modifications are required; or
4. The conflict warrants removal of personnel or termination of this Contract.

E. The determination of the CITY MANAGER or CITY ATTORNEY shall govern.

F. Failure by GARDNER to disclose a conflict of interest constitutes a material breach of this Contract and may result in:

1. Suspension of services;
2. Withholding payment;
3. Termination for cause; and/or
4. Other remedies available under law.

SECTION 4. OWNERSHIP OF WORK PRODUCT.

A. All reports, studies, drawings, specifications, plans, calculations, electronic files, models, renderings, correspondence, GIS shapefiles and other work products produced by GARDNER pursuant to this Contract shall be considered work for hire with the CITY

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owning the intellectual property upon payment for the Services associated with such work product.

B. GARDNER agrees that ownership applies retroactively to work product prepared prior to the execution of this Contract for work that has been duly paid for by the CITY in accordance with previous Contracts.

C. GARDNER may retain copies for its records and professional liability purposes.

D. GARDNER retains ownership of proprietary methodologies, software tools, design standards, and intellectual property not specifically developed for the Project.

E. Any documents that become property of the CITY are not intended or represented to be suitable for re-use by the CITY or others on extensions of the project or on any other project.

F. Any re-use without written verification or adaptation by GARDNER will be at the CITY'S sole risk and without liability or legal exposure of GARDNER or GARDNER'S independent professional associates or consultants.

To the extent permitted by the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq., the CITY shall indemnify and hold harmless GARDNER and GARDNER'S independent professional associates or consultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from such re-use. Nothing in this provision or this Contract shall be construed as a waiver of any governmental immunity, defense, limitation of liability, or other protection afforded to the CITY under the Governmental Immunity Act of Utah or other applicable law.

Any such verification or adaptation will entitle GARDNER to further compensation at rates to be agreed upon by the CITY and GARDNER.

SECTION 5. RECORDS CUSTODY, RETENTION, AND RETURN OF ORIGINAL DOCUMENTS.

A. All records, documents, correspondence, files, reports, plans, specifications, photographs, studies, drawings, electronic records, and related materials associated with the Project shall remain the property of the CITY.

B. GARDNER shall not retain original documents provided by or received on behalf of the CITY that are subject to records retention requirements under Utah law, including the Government Records Access and Management Act (GRAMA) and applicable retention schedules.

C. Upon request, project completion, or termination, GARDNER shall promptly return all original records to the CITY.

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D. GARDNER may maintain duplicate copies as reasonably necessary for project administration, professional liability protection, legal compliance, or defense of claims.

E. GARDNER shall not destroy, alter, or dispose of Project records without prior written authorization from the CITY.

F. GARDNER shall provide electronic records in native formats, PDF, or other common usage formats upon request.

G. The Parties acknowledge that the CITY is the official custodian of municipal records. Under no circumstances shall GARDNER be the repository of any original record subject to Utah records retention requirements.

H. The CITY shall develop and provide GARDNER with access to a designated records repository site hosted on or controlled by CITY servers. The Parties agree that the CITY records repository shall serve as official project files. GARDNER shall upload and maintain complete, current, and historical project records (for which electronic files are available), including:

1. Plans and specifications
2. Draft and final reports
3. Technical memoranda
4. Calculations
5. Cost estimates
6. Schedules
7. Significant correspondence and emails
8. Meeting agendas and minutes
9. Permit documentation
10. Field reports
11. Inspection reports
12. Project photographs
13. Subconsultant deliverables
14. Other project-related work products
15. Interim and final work product
16. For development, subdivision, site plans and related reviews:
    (i) Iterative written review comments identifying deficiencies, questions, requested revisions, and compliance issues
    (ii) Initial plans and supporting documentation submittals and iterative redlines, annotated plans and review memos or correspondence
    (iii) Final CITY-approved final design plans and supporting documentation

I. GARDNER shall upload project records as they are created or received and no later than five (5) business days after creation or receipt.

J. GARDNER shall comply with CITY file naming conventions, folder structures, records management procedures, and information technology requirements.

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K. Documents shall be maintained in native editable formats where applicable and PDF format suitable for review and archiving.

L. GARDNER shall maintain the confidentiality of information designated as confidential by the CITY except as disclosure may be required by law.

SECTION 6. TERM OF CONTRACT.

A. The term of this Contract shall begin on the Effective Date as stated above and shall be in force until the 31st day of December 2029 and may be extended for an additional three (3) years at the discretion of the CITY and acceptance of GARDNER, subject to a satisfactory annual performance evaluation in accordance with SECTION 7. CONTRACT MONITORING and unless sooner terminated by law, by mutual Contract of the Parties or as provided for herein.

SECTION 7. CONTRACT MONITORING.

A. The CITY ENGINEER, in conjunction with the CITY MANAGER and supported by CITY delegated staff, shall prepare a written annual performance evaluation of GARDNER as a whole with respect to general conformance to the terms of this Contract.

B. The form and format of the written evaluation will be consistent with CITY personnel policies and typically will be conducted within thirty (30) to sixty (60) days prior to the end of the fiscal year.

C. Based on adequate performance, the term of this Contract shall continue uninterrupted.

D. The CITY shall provide in writing and discuss with GARDNER any areas of concern/deficiencies, and GARDNER shall prepare a written response regarding the expressed concerns/deficiencies.

E. The CITY ENGINEER or CITY MANAGER may periodically request general or individual project status updates and may be required to provide in-person updates to the MAYOR and CITY COUNCIL.

F. The CITY ENGINEER or CITY MANAGER will periodically report on GARDNER'S general performance at his discretion or at the MAYOR or CITY COUNCIL'S request.

SECTION 8. COMPENSATION.

A. For all Services rendered by GARDNER under this Contract, the CITY will pay GARDNER its hourly rates as set out in Exhibit 1, Initial Rate Schedule ("Rate Schedule"), attached hereto. Thereafter, hourly rates may increase on July 1, 2027, and each subsequent July 1st of the Contract commensurate with the cost-of-living inflationary rate

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of the US Bureau of Labor Statistics Mountain Region Consumer Price Index (CPI) unless the CITY specifically agrees otherwise to an increase above the CPI.

B. Direct expenses shall be invoiced at cost with no markup.

C. GARDNER shall not be reimbursed for vehicle mileage and expenses; prints/copies of plans and specifications; and miscellaneous copies.

D. Invoices shall be payable not less than monthly beginning thirty (30) days after the Effective Date of this Contract.

E. Invoices shall be itemized by individual project and shall indicate current and period-to-date billing amount and budget status, as applicable.

F. Any work done on behalf of or at the request of a delegated Department Head, as opposed to CITY-wide projects, will be identified as such and charged to that Department's budget.

G. GARDNER shall prepare and provide the CITY with semi-annual accounting for all projects and accounts summarizing total hours expended, total cost for Services, expenses, etc.

SECTION 9. WORK ORDERS.

A. Upon receiving a request for Services from an authorized Department Head, GARDNER shall evaluate the request and, prior to commencing substantive work, provide a written Task Scope and Level of Effort Estimate to the CITY ENGINEER and CITY MANAGER if the request exceeds a minor consultation that would be expected to incur four (4) hours or less of GARDNER time and/or projected invoice cost is anticipated to be less than $500.00. The CITY MANAGER and CITY ENGINEER are authorized to waive this requirement of this section as they deem necessary.

B. A request for services from an authorized Department Head other than a minor consultation exception requires a work order that shall include:

1. A description of the requested services
2. A proposed scope of work
3. Key assumptions
4. Anticipated deliverables
5. Estimated labor hours by staff classification
6. Estimated reimbursable expenses, if any
7. Estimated schedule for completion
8. An estimated cost for the requested services

C. Emergency Requests. For urgent operational matters affecting public health, safety, utility operations, regulatory compliance, infrastructure failures, or other emergency conditions, GARDNER may begin work immediately upon verbal authorization from the CITY

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MANAGER, CITY ENGINEER, or authorized Department Head, provided that a written confirmation is provided within three (3) business days.

SECTION 10. TERMINATION.

A. This Contract may be terminated by the CITY immediately if GARDNER:

1. Breaches any of its obligations, representations, or warranties herein
2. Ceases to exist as a lawful, operational entity
3. Fails, cannot, or refuses to perform the duties faithfully and diligently required under this Contract
4. Refuses to provide the CITY with written responses to address any concerns/deficiencies identified as part of the annual performance review process as set out in SECTION 7. CONTRACT MONITORING of this Contract.

B. This Contract may be terminated by GARDNER if the CITY fails to pay GARDNER as set out in SECTION 8. COMPENSATION of this Contract.

C. The Parties agree and acknowledge that this is an at-will Contract and may be terminated at any time, and for any reason, stated and unstated, upon one hundred and twenty (120) days' written notice to the other Party.

D. Should GARDNER give written notice of termination, they will continue to perform duties faithfully, competently, and with best efforts, and shall, during the transition to a subsequent provider, fully cooperate in passing corporate knowledge and information as reasonably required by the CITY.

E. Upon termination, the compensation due GARDNER shall be full compensation for all GARDNER'S claims under this Contract, including Services reasonably required to be rendered following delivery of the written notice of termination by either Party to the other.

F. These Post Termination Services shall include any service reasonably required to be rendered to the CITY by GARDNER to protect the CITY'S ongoing interests following delivery of a written notice of termination.

SECTION 11. SUCCESSORS AND ASSIGNS.

A. This Contract shall be binding upon the heirs, successors and assigns of each Party. Neither Party may transfer or assign this Contract without the prior written consent of the other.

B. Should either Party wish to assign this Contract, and the other Party does not consent, the Contract shall be terminated in accordance with SECTION 10 TERMINATION.

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SECTION 12. INSURANCE.

A. GARDNER shall procure and maintain insurance at its own expense in company or companies selected by GARDNER and accepted by the CITY through the duration of the Contract, including liability and errors and omissions insurance coverage and other coverage listed below. GARDNER shall provide the CITY with certificates of insurance evidencing all required coverage upon execution of this Contract and annually thereafter, without the necessity of a request from the CITY. GARDNER shall also provide updated certificates of insurance at any time upon request of the CITY. The CITY shall be named as an additional insured on all applicable general liability and automobile liability policies, and GARDNER shall provide endorsements evidencing such status upon request. GARDNER shall have an affirmative obligation to notify the CITY in writing immediately upon receiving notice of any cancellation, termination, nonrenewal, lapse, or material reduction in coverage of any insurance policy required under this Contract. GARDNER shall maintain continuous coverage throughout the term of this Contract, and any failure to maintain the required insurance shall constitute a material breach of this Contract.

B. The CITY shall be named as an additional insured on all liability and property damage insurance policies. Such coverage shall include:

1. Comprehensive General Liability coverage of $2,000,000 per occurrence, $4,000,000 general aggregate
2. Automobile Liability of $1,000,000
3. Umbrella Liability coverage of $1,000,000 per occurrence, $1,000,000 aggregate
4. Workers' Compensation and Employers' Liability coverage of $1,000,000 per occurrence
5. Professional Liability coverage of $1,000,000 per claim, $2,000,000 aggregate

SECTION 13. INDEMNIFICATION.

A. To the fullest extent permitted by law, GARDNER shall indemnify, defend, and hold harmless the CITY and its elected officials, officers, employees, volunteers, and agents from and against claims, damages, losses, liabilities, and expenses arising from GARDNER'S negligent acts, errors, omissions, recklessness, or willful misconduct in the performance of Services under this Contract.

B. Nothing herein shall require indemnification beyond that permitted by Utah law.

SECTION 14. CONTROLLING LAW.

A. GARDNER shall comply with all applicable federal, state, and local laws, regulations, ordinances, and professional licensing requirements.

B. This Contract shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

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SECTION 15. INDEPENDENT CONTRACTOR.

A. GARDNER is an independent contractor and not an officer, employee, partner, or agent of the CITY. GARDNER shall have complete control and discretion over all its employees. All such personnel shall be and remain employees or contractors of GARDNER. All personnel providing Services shall be independent contractors and not in any way employees, agents, or partners of the City.

B. The CITY shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder. All personnel providing Services hereunder are and shall remain employees or contractors of GARDNER. Such personnel shall have no right to any CITY pension, civil service, or other CITY benefits pursuant to this Contract or otherwise.

C. Nothing in this Contract creates a partnership, joint venture, or employer-employee relationship.

D. The Parties mutually stipulate and agree that GARDNER shall conduct its time in such a manner as to fulfill its responsibilities under this Contract, but that the time, manner, and place of completing such duties shall be at the sole discretion and control of GARDNER.

E. GARDNER shall maintain an office at its own expense and shall not maintain an office or workstation at a City-owned facility. GARDNER shall maintain and pay for its required yearly professional development hours.

SECTION 16. RECORDS.

A. Ownership and Access to Records. All records, documents, correspondence, reports, plans, specifications, drawings, calculations, electronic files, GIS data, and other work product prepared, developed, obtained, or maintained by GARDNER in connection with Services performed under this Contract shall be the property of the CITY, subject to the provisions of Section 4 concerning proprietary methodologies and intellectual property. The CITY shall have the right, upon reasonable notice, to inspect, examine, audit, and obtain copies of all records relating to the performance of Services under this Contract, including billing records, time entries, invoices, subcontractor charges, reimbursable expenses, and supporting documentation. GARDNER shall maintain such financial and administrative records for at least six (6) years following the expiration or termination of this Contract, or longer if required by applicable law, an outstanding audit, or pending litigation.

B. Government Records Access and Management Act. GARDNER acknowledges that the CITY is a governmental entity subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. (“GRAMA”), and that records prepared, received, maintained, or provided in connection with this Contract may constitute government records subject to disclosure, classification, retention, and other requirements imposed by GRAMA. GARDNER shall cooperate fully with the CITY in complying with GRAMA

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and shall not withhold, destroy, alter, or otherwise impair access to records that may be subject to its provisions.

C. Protection of Confidential and Proprietary Information. GARDNER acknowledges that records submitted to or maintained on behalf of the CITY may be subject to disclosure under GRAMA, notwithstanding any contractual designation of confidentiality. GARDNER shall be responsible for identifying, at the time of submission, any records or information for which it claims protection under GRAMA, including trade secrets, confidential commercial information, proprietary business information, or other information eligible for protected classification under Utah Code § 63G-2-305. Where applicable, GARDNER shall submit a written claim of business confidentiality in accordance with Utah Code § 63G-2-309, identifying the specific information for which protection is requested and the legal basis for such protection. The CITY shall retain exclusive authority to determine the classification and disclosure of government records in accordance with applicable law. Nothing in this Contract shall be construed to require the CITY to withhold records that are subject to lawful disclosure or to create any confidentiality protection beyond that authorized by law.

D. Continuing Obligations. GARDNER'S obligations concerning records retention, access, confidentiality, cooperation, and protection of government records shall survive the expiration or termination of this Contract. GARDNER shall promptly notify the CITY of any unauthorized access, disclosure, loss, or destruction of records maintained in connection with this Contract and shall cooperate with the CITY in addressing any resulting legal or administrative obligations.

SECTION 17. REPRESENTATIONS AND WARRANTIES.

A. The CITY represents and warrants that it is a governmental entity, duly chartered and in good standing under the laws of the State of Utah, and has all the requisite power and authority to execute and perform all of its obligations under this Contract.

B. GARDNER represents and warrants that:

1. GARDNER has the full power and authority to enter into this Contract.

2. It will indemnify and hold harmless CITY in the event of a third-party challenge, in court or otherwise, of any of GARDNER'S work product provided to, and accepted by the CITY under this Contract.

3. GARDNER'S performance of the Services for CITY will not violate any Contract with another person or entity.

4. GARDNER is not subject to any existing confidentiality Contract or obligation not fully disclosed to CITY.

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5. In performing Services for the CITY, GARDNER agrees that it will not knowingly use, or infringe upon, or cause CITY or CITY'S employees, agents, or volunteers to use or infringe upon, any patent, copyright, trademark, trade secret, or other proprietary right belonging to any third party, unless GARDNER obtains in writing all the necessary waivers and releases for such use. GARDNER shall indemnify and hold harmless CITY for any violation of this provision, including attorney fees and court costs as expended by CITY.

SECTION 18. MISCELLANEOUS PROVISIONS.

A. Non-Discrimination. GARDNER shall comply with all applicable equal employment and nondiscrimination laws.

B. Entire Agreement. This Contract, including all exhibits and amendments, constitutes the entire Contract between the Parties, supersedes all prior negotiations and understandings, and any oral or written communications between GARDNER and CITY regarding the subject matter of this Contract, and contains the entire Contract for these Services.

C. Amendments. The Parties may, from time to time, make changes to this Contract, provided such changes are mutually agreed upon by CITY and GARDNER and set out by written amendments referencing or incorporating this Contract.

D. Litigation. In any litigation arising out of this Contract:

1. The prevailing Party may recover all reasonable attorneys' fees and expenses of litigation, including fees on appeal or petition for review.

2. Venue in any legal action will exist exclusively in state courts in Utah, Second Judicial District, Weber County.

E. Severability. The unenforceability, invalidity, illegality, or termination of any provision of this Contract will render no other provision of this Contract unenforceable, invalid, or illegal, or terminate this Contract or other rights or obligations of CITY and GARDNER.

F. Non-Exclusive. This Contract shall be non-exclusive and shall allow the CITY to retain or engage other professional engineers and other areas of special expertise, as determined by the CITY.

G. Survival. All agreements, covenants, representations, and warranties contained herein that by their nature should survive shall survive the execution or termination of this Contract to the extent applicable.

H. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition. Any Party may, by notice delivered in

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the manner provided in this Contract, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter the remainder of this Contract.

I. Legally Binding. Each Party recognizes that this Contract is a legally binding contract and acknowledges that each Party has had the opportunity to consult with legal counsel of choice. In any construction of this Contract, the same shall not be construed against either Party on the basis of the Party being the drafter of such terms.

IN WITNESS WHEREOF, the Parties execute this Contract as of the date first written above (the "Effective Date").

CITY OF WEST HAVEN, UTAH

By: _____
Shawn Warnke, City Manager

ATTEST:

By: _____
Emily Green, City Recorder

GARDNER ENGINEERING, INC.

By: _____
Ryan Christensen, Principal, Gardner Engineering, Inc.

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EXHIBIT 1- Initial Rate Schedule

Adjusted Rates	
Role	2026
Senior Engineer	$124
Project Engineer	$122
Senior Designer	$118
Designer	$105
Survey Tech	$99
Professional Land Surveyor	$143
Survey Crew Chief	$118
Survey Crew	$167
Survey Rodman	$50

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STAFF REPORT

TO: Mayor and City Council

FROM: Shawn Warnke, City Manager

DATE: October 21, 2026

SUBJECT: Interlocal Agreement between Weber County and the City for assistance with Municipal Elections for 2027 and 2029

RECOMMENDATION.

The City needs to renew the Interlocal Agreement with the County, under which the City receives technical assistance from the Weber County Clerk's Office for the upcoming Citywide primary and general municipal elections. The previous interlocal agreement has expired. Specifically, the City and County had an interlocal agreement under which the County provided election services to the City from March 13, 2023, to January 1, 2026. The term of the previous Interlocal Agreement may be extended by mutual written agreement signed by all Parties. The City should seek to extend this Interlocal Agreement to further the City's objective of ensuring a fair, secure democratic election process that fosters public trust and confidence that each individual vote is counted and recorded.

BACKGROUND.

West Haven City is required to conduct municipal elections. Traditionally, the City contracts with Weber County for technical assistance in facilitating the election. Weber County, by and through the Weber County Clerk's Office, assists with the municipal election to be conducted by the City, provided that the City remains responsible for the election process. As noted in the contract, the County assumes responsibility for providing a significant amount of work in providing election services. The division of responsibilities for providing the election is as described below.

The City Recorder has statutory responsibilities for municipal elections; therefore, they are the primary City staff member assigned to coordinate with Weber County on their respective responsibilities to facilitate a successful municipal election.

City Responsibilities for Elections. The West Haven City Recorder shall be responsible for the following elements of primary and general elections.

- *Administrative Functions.* The City shall perform all administrative functions related to candidate filing requirements and all other requirements under Utah Code § 20A-9-203 (as amended), including those related to financial disclosure reporting.

- *Public Notices.* The City shall also be responsible for all public notice(s) required by law. The County may also publish election notices at its discretion, but this does not relieve the City of its obligation to publish all public notices required by law.

- *Election Office Ballot Drop Boxes.* The City shall be responsible for collecting and promptly delivering ballots placed in its drop boxes to the County, in accordance with County-created drop box procedures and a schedule agreed upon by both the City and the County. The City shall also be responsible for returning and delivering ballots on Election Night, in accordance with drop-box procedures and a schedule created by the County. The City shall be responsible for locking its drop boxes at precisely 8 p.m. on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

- *Relinquishment of Administrative Decisions.* The City agrees to consolidate all election administration functions and decisions to the County Clerk to ensure the successful conduct of multiple, simultaneous

municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions, and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City. The City will promptly provide the County Clerk with information, decisions, and resolutions, and will take the appropriate actions required for the conduct of the election.

County Responsibilities for Election. The Weber County Clerk's Office shall be responsible for the following elements of primary and general municipal elections.

- *Official Register.* The County shall provide to the City an Official Register as required by Utah Code § 20A-5-401 (as amended).

- *Election Office Ballot Drop Boxes.* The County shall be responsible for promptly collecting and delivering ballots placed in drop boxes within the County. The City shall be given the collection schedule in advance; however, any changes to the schedule or the collection method are at the County's discretion.

- *Technical Services.* The County will perform for the City the following technical services, which include, but are not limited to, the following:

    - ballot layout and design;
    - ballot mailings;
    - ballot printing;
    - compensate vote center poll worker (Exhibit C);
    - conduct audits (as required);
    - conduct recounts (as needed);
    - delivery of supplies and equipment;
    - election day administrative support;
    - operation of county wide vote centers (Exhibit C);
    - poll worker recruitment and training;
    - printing optical scan ballots;
    - program electronic voter register;
    - program and test voting equipment;
    - provisional ballot verification;
    - tabulate and report election results on County website; and
    - update voter history database.

Voter Participation Measurement. Voter participation in the previous three elections is noted below. In all three elections, most (over 51%) West Haven City residents chose not to vote, with the highest turnout at 40%. Even with the added convenience of mail-in ballots, voter participation seems low.

	2021 Election	2023 Election	2025 Election
Registered Voters	8,740	9,860	10,690
Votes Cast	3,501	2,684	3,509
Voter Turnout	40.06%	27.23%	32.02%

Weber County invoiced West Haven City $20,250.33 ($17,855.66 for the full precinct and $2,394.67 for a shared precinct) for the 2025 General Election. These amounts were billed based on actual costs after each election, using the County's cost per active registered voter within the City. The per-voter rate will not exceed $2.25 per active registered voter per election. In this General Election, 10,690 voters were registered, and 3,509 cast ballots.

This new Interlocal Agreement has a per-voter rate that will not exceed $3.25 per active registered voter per election. Using the same number of registered voters in 2025 (being 10,690), multiplied by the new rate of $3.25, it is anticipated that an election will cost upwards of $34,742.50.

Resolution No. 42-2026

RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND THE CITY OF WEST HAVEN FOR COUNTY CLERK'S SERVICES FOR MUNICIPAL ELECTIONS IN 2027 AND 2029; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION AND FOR THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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SECTION I. RECITALS:

WHEREAS, the City of West Haven (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 conducts primary and general municipal elections, ensuring a fair, secure democratic election process that fosters public trust and confidence that each individual vote is counted and recorded; and

WHEREAS, in the past, the City has contracted with Weber County for technical assistance by and through the Weber County Clerk's Office, with the Clerk's Office assuming responsibility for a significant amount of work in providing election services and with the City ultimately remaining responsible for the election process; and

WHEREAS, on March 15, 2023, the City Council adopted Resolution No. 10-2023, approving an Interlocal Agreement with Weber County and the City for the Weber County Clerk's Office to provide assistance in the 2023 and 2025 primary and general municipal elections in West Haven City, with a specified term from March 13, 2023, to January 1, 2026, which has since expired; and

WHEREAS, the term of the previous Interlocal Agreement provided that the Interlocal Agreement may be extended by mutual written agreement signed by the City and Weber County; and

WHEREAS, the City values the prior assistance of the Weber County Clerk's Office in conducting municipal elections properly, and the City requests its assistance for the 2027 and 2029 primary and general municipal elections; and

WHEREAS, the Weber County Clerk's Office is willing and able to provide this assistance regarding the 2027 and 2029 primary and general municipal elections in West Haven City; and

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

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

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

SECTION II. AUTHORIZATION:

1. That the Interlocal Agreement between West Haven City and Weber County, under which the Weber County Clerk's Office will provide assistance to the City for the City's 2027 and 2029 primary and general municipal elections, a copy of which is attached as Attachment A to this Resolution, is hereby adopted by the City Council.

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

3. That the City Manager is authorized to sign all documents necessary to effectuate this Interlocal Agreement, including the Agreement itself.

SECTION III. PRIOR ORDINANCES ANDRESOLUTIONS:

The body and substance of 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, or parts thereof, that have heretofore been adopted by the City and 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 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 its provisions are deemed to be the separate, independent, and severable act of the City Council of West Haven City.

SECTION VI. EFFECTIVE DATE:

This Resolution shall be effective on the 21st day of October 2026 and after publication or

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posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 21st day of October 2026.

WEST HAVEN CITY

_____
Mayor Rob Vanderwood

ATTEST:

_____
Emily Green, City Recorder

VOTING:

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

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ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND WEST HAVEN CITY FOR THE COUNTY CLERK'S OFFICE TO PROVIDE ASSISTANCE TO THE CITY FOR THE 2027 AND 2029 PRIMARY AND GENERAL MUNICIPAL ELECTIONS IN THE CITY

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City Contract No._____
County Contract
No._____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
WEST HAVEN CITY

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THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Elections Division, and West Haven City ("City"). The County and the City may be referred to collectively as the "Parties" and may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's Office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days' written notice to the other Party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The

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invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance**. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County

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shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

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

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

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(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, "personal data" is defined as "information that is linked or can be reasonably linked to an identified individual or an identifiable individual." See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

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

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WEST HAVEN CITY

By:_____
MAYOR

ATTEST:

_____
City Recorder

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Approved as to form and compliance
with applicable law:

_____
City Attorney

Date:_____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

_____
County Attorney

Date:_____

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Exhibit A
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time; however, any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking its drop boxes at exactly 8 pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

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- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality's or special districts' statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

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Exhibit B
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming ***election cycles*** for West Haven City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed $3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of $3.25 per voter.

Election costs are based on the offices scheduled for election, the number of voters, and the number of participating jurisdictions. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of $3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of $3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed $0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	**Active Registered Voters Per Precinct***	**Estimated Rate**	**Total Cost Per Precinct**
1	1,000	$3.25	$3,250
2	1,000	$1.67 (half plus $0.05)	$1,670
3	1,000	$1.13 (1/3 plus $0.05)	$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	**Estimated Rate**	**Total Cost Per Municipality**
37,643	$3.25	$122,339.75

*This table represents the total cost per municipality at the highest estimated rate; however, cost is calculated per precinct (see table above)

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Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.

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