



## WEST HAVEN CITY COUNCIL AGENDA

AMENDED

September 7, 2022 6:00 P.M.  
City Council Chambers  
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **September 7, 2022** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM:** COUNCIL WORKSHOP **6:00 PM:** REGULAR WEDNESDAY CITY COUNCIL MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCeeQNQBTFZJWtGOPHMCNCBA](https://www.youtube.com/channel/UCeeQNQBTFZJWtGOPHMCNCBA).

1. MEETING CALLED TO ORDER: Mayor Vanderwood
2. OPENING CEREMONIES
  - A. PLEDGE OF ALLEGIANCE Councilmember Dixon
  - B. PRAYER/MOMENT OF SILENCE Councilmember Swapp
3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a Question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.

### \*\*\*AGENDA ACTION ITEMS\*\*\*

4. ACTION ON CONSENT AGENDA

A. CITY COUNCIL MINUTES	MEETING HELD	August 17, 2022
B. ACME CONSTRUCTION, INC.	\$13,547.94	Inv.#22007R2
C. BSN SPORTS	\$10,749.23	Inv.#917740590
D. ANDERSEN ASPHALT LLC	\$192,909.66	Inv.#3021
E. GARDNER ENGINEERING	\$28,394.25	Inv.#0622183-0622209
F. WEBER BASIN WATER CONSERVANCY DISTRICT	\$16,166.86	Inv.#Contract
5. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)
  - A. FINAL SUBDIVISION APPROVAL-SUNSET FARMS SUBDIVISION-3417 S 2700 W-TYLER PETERSON
  - B. ACTION ON ORDINANCE 17-2022-AMENDING A PORTION OF THE ANIMAL KEEPING ORDINANCE WHICH LIMITS ANIMALS BASED ON ZONE
  - C. ACTION ON ORDINANCE 18-2022-CONCERNING THE WEST HAVEN ZONING CODE ESTABLISHING THE ALLOWED HEIGHT FOR ACCESSORY BUILDINGS
  - D. ACTION ON ORDINANCE 19-2022-REZONE FROM MIXED RESIDENTIAL-OPEN SPACE TO A-1, A-2, AND PATIO HOMES-COUNTRY HAVEN SUBDIVISION
  - E. ACTION ON ORDINANCE 20-2022-REZONE FROM GREEN-OPEN SPACE TO A-1 AND R-2.5-HOLMES ESTATES SUBDIVISION
  - F. ACTION ON ORDINANCE 21-2022-REPEALING AND REPLACING CITY ORDINANCES WITH RECODIFICATION FROM AMERICAN LEGAL PUBLISHING
6. ACTION ON LAND USE PERMIT APPLICATION-2817 S 2700 W-TEMPORARY RV PARKING FOR CONSTRUCTION-CHASITEE ISOM
7. ACTION ON RESOLUTION 27-2022-FLOCK CAMERAS CONTRACT
8. EXECUTIVE SESSION-The Council will enter into a closed meeting for the purpose of a strategy session to discuss pending or reasonably imminent litigation; to be held in accordance with the provisions of Utah Code 52-4-205.
9. UPCOMING EVENTS

Fall Rodeo-September 16-17, 2022-7:30 PM  
Evening of Arts-September 24, 2022-5:00-9:00 PM  
Senior Lunch Bunch-September 28, 2022-11:30 AM  
Howdy Hall with Mayor and Friends-September 28, 2022-5:30-6:30 PM
10. COUNCIL UPDATES
11. ADJOURNMENT

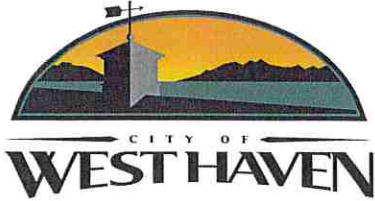
*Emily Green*

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@westhavencity.com](mailto:emilyg@westhavencity.com) at least 48 hours in advance of the meeting.

#### CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at [westhavencity.com](http://westhavencity.com); emailed to the Standard-Examiner with a request that it be posted in their Wednesday night meeting section; mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney



**WEST HAVEN CITY  
PRE-COUNCIL WORKSHOP AGENDA  
HELD PRIOR TO CITY COUNCIL MEETING  
WEDNESDAY SEPTEMBER 7, 2022**

**@**

**5:00 PM – In City Council Chambers**

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

**MEETING TO ORDER:**

**MAYOR VANDERWOOD**

**REPORTS AND DISCUSSION AS FOLLOWS:**

1. Discussion-Special Events/Grant Coordinator
2. Discussion-City Work Schedule Consideration

## **STAFF REPORT**

TO: City Council Members

FROM: Matt Jensen, City Manager

DATE: September 7, 2022

SUBJECT: Part-time Special Events and Grant Coordinator position



This staff report requests amending the FY2023 Budget to include a part-time position to cover Special Events and Grant Coordination.

### **BACKGROUND**

During the FY2023 budget process, the Council discussed a proposal from the City Manager to add a full-time Community Engagement Specialist to handle social media, special events, and grant coordination. The Council decided that this position should be explored as a part-time position and action was postponed for that consideration.

### **ANALYSIS**

The City is currently reworking its approach to how Special Events are managed and coordinated. Additional emphasis and creative approaches are being emphasized. Special Events are currently handled through the Parks and Recreation Director. Unfortunately, there is a capacity issue on relying on one individual to drive these issues. As Special Events turns a focus on chairpersons running events, a coordinator position has been suggested that would be able to facilitate the transition between committees/chairs and staff in organizing events, coordinating budget issues, and pursuing sponsorship opportunities.

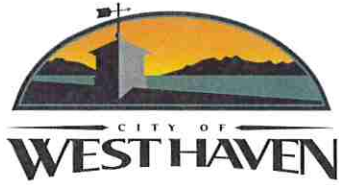
Additionally, the City has had a weak approach on pursuing the numerous grants that are available. While past grant applications by the City have been seen as very worthy and well assembled, the City does not submit as many or as often as other municipalities. We are leaving money on the table. For example, Hooper has been a leading recipient of RAMP grants over the past three years and has received \$851,634 with 24 grants during that time by having a specific employee pursuing grants. West Haven has received only 6 awards during that time in the amount of \$514,800; of which \$480,000 was for a single project (Prevedel Park).

Having a part-time employee that is familiar with special events and grant processes would be extremely helpful in implementing the aims and goals of the City. The original proposed full-time employee position would have been a total compensation cost of \$81,783 for the City. Switching to a part-time contracted rate of \$25,000 per year with an incentive bonus of 2% for successful grants (capped at \$20,000), would place the total compensation cost at a maximum of \$56,768 (includes taxes and retirement).

### **RECOMMENDATION**

Staff requests the Council amend the FY2023 budget to include a part-time Special Events and Grant Coordination Specialist. A public hearing would need to be set to amend the budget before proceeding with hiring the position.





## WEST HAVEN CITY COUNCIL MEETING MINUTES

**August 17, 2022 6:00 P.M.**  
City Council Chambers  
4150 South 3900 West, West Haven, UT 84401

Present: Rob Vanderwood Mayor  
Carrie Call Councilmember  
Ryan Saunders Councilmember  
Kim Dixon Councilmember  
Ryan Swapp Councilmember

Staff Present: Emily Green City Recorder  
Matthew Jensen City Manager  
Amy Hugie City Attorney  
Shari Phippen Community Development Director

Excused: Nina Morse Councilmember

### 5:00 Council Workshop

*Mayor Vanderwood brought the meeting to order.*

*Council went over the updated draft master development agreement for Green Farm.*

*Council went over the funding suggestions for American Rescue Plan Act funds.*

#### 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 6:01 pm. and welcomed those in attendance.

#### 2. **OPENING CEREMONIES**

- A. Lead by Councilmember Morse
- B. Lead by Councilmember Call

#### 3. **PUBLIC PRESENTATION**

*No one came up at this time.*

#### 4. **ACTION ON CONSENT AGENDA**

- A. CITY COUNCIL MINUTES
- B. SEMI SERVICE INC.
- C. WEBER COUNTY TRANSFER STATION
- D. WASTE MANAGEMENT

**MEETING HELD**  
\$28,635.25  
\$23,214.55  
\$29,725.92

**August 3, 2022**  
Inv.#149767  
Inv.#022-01375630-022-01387660  
Inv.#2085372-2682-0

Councilmember Call made a motion to approve the consent agenda. Councilmember Swapp seconded the motion. Roll Call: Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; Vote was unanimous.

#### 5. **ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)**

- A. AMEND SUBDIVISION PLAT-HOLLEY'S PLACE-APPROX. 1900 W AND 1800 S-SANDEE MARCHANT

*Alika Murphy gave a presentation on the amendment to the subdivision plat for Holley's Place.*

Councilmember Dixon made a motion to amend the subdivision plat for Holley's Place. Councilmember Call seconded the motion. Councilmember Call, aye; Councilmember Dixon, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; Vote was unanimous.

## B. ACTION ON ORDINANCE 16-2022-HOME OCCUPATION ORDINANCE

Councilmember Saunders expressed concern over allowing auto repair businesses and suggested adding privacy fencing in as a requirement.

Councilmember Swapp asked about concrete cutting or landscaping companies that just show up in the morning and grab their trucks and go. He isn't sure that those create a large impact.

Shari Phippen said that it is important to create a threshold for how many employees are allowed in the ordinance and wants to avoid creating a commercial area in a residential zone.

Councilmember Call said on 3d it talks about the sales of good that are produced off premise and expressed concern with home salons not being able to sell some retail products.

Shari Phippen suggested striking the first part of 3d.

Council agreed to add a privacy fence for auto repair businesses.

Councilmember Call suggested adding the non-permeable surface is 64.05 and corrected the spelling mistake under 64.06 from null and avoid to null and void.

**Councilmember Dixon made a motion** to adopt ordinance 16-2022 with the changes discussed. **Councilmember Swapp seconded** the motion. Councilmember Call, nay; Councilmember Dixon, aye; Councilmember Saunders, aye; Councilmember Swapp, aye; **Motion passes 3:1.**

## 6. ACTION ON RESOLUTION 24-2022-INTERLOCAL AGREEMENT BETWEEN WEST HAVEN CITY AND WEBER COUNTY SCHOOL DISTRICT-GYMNASIUM

Matthew Jensen suggested where is reads whereas the city would like access to the city gymnasium to strike out the last sentence.

Mayor Vanderwood suggested matching it up a little bit on the other city events.

Councilmember Dixon asked if there are outdoor restrooms.

Matthew Jensen said there are not any outside restrooms.

Councilmember Call asked if this would be rented out for other things.

Matthew Jensen said yes on occasion for extra revenue.

**Councilmember Call made a motion** to adopt resolution 24-2022. **Councilmember Dixon seconded** the motion. **Roll Call:** Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Dixon, aye; **Vote was unanimous.**

## 7. NOTICE AND POSSIBLE ACTION-ON THE PROPOSED AMENDMENT TO THE GREEN FARM MASTER DEVELOPMENT AGREEMENT IN RESPONSE TO THE NOTICE OF DEFAULT

Mayor Vanderwood asked if the letter of credit was set up under the LLC.

Jake Jones confirmed it is.

Councilmember Call asked if all trails are asphalt.

Mr. Jones said that not all of them are, some will be natural trails.

Councilmember Call said that the new contract does not explicitly say that the cones will be added back to the temporary road and that page 7 still has an incorrect address. She expressed concern over what the pond project will look like when completed and how small the 10 person parking lot seemed. She asked what the width of the road will be.

Mr. Jones said it will be 60 feet.

Councilmember Call asked if we were purchasing water rights for this.

Matthew Jensen said that it is our responsibility to fill the pond.

Mayor Vanderwood said that should be included in the contract.

Councilmember Swapp asked where all the dirt is being hauled.

Mr. Jones said they would haul off site and some they would use for the development.

Councilmember Call said that she is not in favor of a community center and didn't think having pickle ball courts next to it was a good idea.

Matthew Jensen suggested temporarily shutting those down during events.

**Councilmember Saunders made a motion** to move forward with the proposed amendment and send to Planning Commission. **Councilmember Dixon seconded** the motion. Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, nay; Councilmember Dixon, aye; **Motion passes 3:1.**

8. **ACTION ON RESOLUTION 26-2022-INTERLOCAL AGREEMENT BETWEEN WEST HAVEN CITY AND WEBER COUNTY FOR USE OF SECURITY CAMERAS**

**Councilmember Call made a motion** to adopt ordinance 26-2022. **Councilmember Swapp seconded** the motion. **Roll Call:** Councilmember Saunders, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Dixon, aye; **Vote was unanimous.**

9. **UPDATES-TEXT MY GOV**

Matthew Jensen gave an update on Text My Gov.

10. **UPCOMING EVENTS**

Senior Lunch Bunch-August 24, 2022-11:30 AM  
Howdy Hall with Mayor and Friends-August 24, 2022-5:30-6:30 PM  
Touch A Truck-August 29, 2022-6:00 PM-8:00 PM  
Fall Rodeo-September 16-17, 2022-7:30 PM  
Evening of Arts-September 24, 2022-5:00-9:00 PM  
National Day of Service-September 10, 2022

11. **COUNCIL UPDATES**

Councilmember Dixon asked about the October 15<sup>th</sup> meeting and if it needed to be cancelled.

Mayor Vanderwood said that the city is currently working out how many water shares we have altogether.

Matthew Jensen said that he got a notice from the State Auditor's office that they are going to start monitoring building fees.

12. **ADJOURNMENT**

**Councilmember Saunders moved** to adjourn at 7:44 PM. **Councilmember Swapp seconded** the motion. Councilmember Dixon, aye; Councilmember Call, aye; Councilmember Swapp, aye; Councilmember Saunders, aye; **Vote was unanimous.**

*Emily Green*

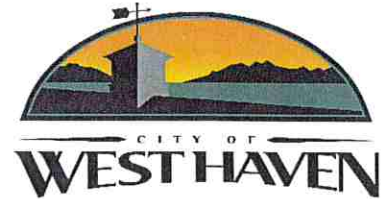
City Recorder

Date Approved: \_\_\_\_\_



**City Council  
Staff Review Memo**

August 31, 2022  
Shari Phippen, Community Development Director



**Final Plat- Sunset Farms**

**Request:** Grant approval of a final plat for a 10-lot subdivision

**Property Address:** 3417 South 2700 West

**Property Zone:** R-2

**Property Size:** 5 acres

**Applicant:** Tyler & Jessica Peterson

**Governing Document(s):** WHC Zoning Map; WHZC 10-06 (online version)

**Decision Type:** Administrative

**Staff Recommendation:** See comments under "Staff Review"

**Background**

In early 2022, Tyler & Jessica Peterson received approval of a rezone on their property, changing the zone from A-1/A-2 to R-2. At the time they received the rezone, they stated that they would be developing the property. The preliminary plat was favorably recommended to the Council by the Commission on June 22, 2022. The Council granted approval of the preliminary plat on July 6, 2022. Final plat is before you for consideration and approval.

At the August 24, 2022 meeting, the Planning Commission unanimously voted to recommend approval to the City Council.

**Staff Review**

There have been two minor changes from the preliminary plat to the final that is before you this evening. I was mistaken in my comments at preliminary plat that the radius of the cul de sac met the International Fire Code. The IFC requires that the radius be 96', at prelim, the radius was 90'. Chief Reed worked with the Petersons and their engineers to make the adjustment to the radius- it is now just under 101', which fits within IFC regulations. Additionally, IFC requires that roads over 750' have a turnout in order to better facilitate ingress/egress of emergency vehicles. Again, Chief Reed contacted the Peterson's engineer to make that adjustment, which is reflected on the plat.

Beyond those two changes, the plat remains consistent with the approved preliminary plat. As the property owners will each share ownership of the private road, the lot sizes have not been affected by the adjustment to the radius and the inclusion of the turnout.

As the final plat meets all of the standards of the underlying zone, is consistent with the preliminary plat, and the design of the private road meets the City's standard for private roads, it is staff's position that the Council should approve the final plat, with the condition that prior to recording the mylar or the issuance of permits, the developer will have a signed and approved set of construction documents.

# SUNSET FARMS SUBDIVISON

PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF WEST HAVEN, WEBER COUNTY, UTAH  
AUGUST, 2022

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°48'32"W	80.15'
L2	N00°46'25"E	85.18'
L3	N89°04'52"W	109.12'
L4	N89°04'52"W	121.52'
L5	N89°04'52"W	121.37'
L6	N89°04'52"W	16.28'
L7	N89°11'27"W	105.26'
L8	N89°11'27"W	121.64'
L9	N89°11'27"W	121.73'
L10	N89°11'27"W	121.82'
L11	N89°11'27"W	121.91'
L12	N89°11'27"W	50.44'
L13	N00°51'40"E	164.36'
L14	N00°51'40"E	22.00'
L15	N90°00'00"W	10.00'
L16	N89°08'20"W	10.00'
L17	S00°51'40"W	22.00'

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	100.00'	39.06'	38.81'	19.78'	N11°57'48"E	22°22'46"
C2	15.00'	23.58'	21.22'	15.02'	S45°53'24"W	90°03'28"
C3	28.00'	15.23'	15.04'	7.81'	N14°43'05"W	31°09'29"
C4	28.00'	15.26'	15.07'	7.82'	S16°28'15"W	31°13'09"
C5	35.00'	46.80'	43.39'	27.64'	N50°53'16"W	76°36'23"
C6	51.59'	57.05'	54.18'	31.83'	N43°00'30"W	63°21'19"
C7	53.50'	108.47'	90.83'	85.90'	S48°28'57"W	116°10'15"
C8	53.50'	53.50'	51.30'	29.22'	S38°14'56"E	57°17'29"
C9	60.00'	41.86'	41.02'	21.82'	N20°45'38"E	39°58'26"

## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE FOUND EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N00°51'40"E.

## NARRATIVE

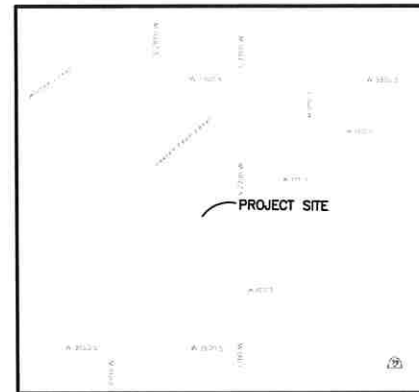
THE EAST LINE WAS PLACED ALONG THE SECTION LINE, THE WEST LINE ALONG THE EAST LINE OF THE LAYTON CANAL AS PER ITS DEEDED LOCATION. THE NORTH AND SOUTH LINES WERE PLACED ALONG EXISTING ANCIENT FENCE LINES, WHICH MATCH RELATIVELY WELL WITH DEEDS ALONG FOR THE SUBJECT PARCEL WHEN ROTATED TO THE SECTION LINE. ALL LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, SAID POINT BEING N00°51'40"E 1157.11 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 3 (SAID SOUTH QUARTER CORNER BEING S89°23'52"E 2631.30 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3); THENCE N89°04'52"W 423.28 FEET; THENCE N89°11'27"W 901.63 FEET TO THE EASTERLY LINE OF THE LAYTON CANAL; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) N00°46'25"E 124.12 FEET; AND (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 39.06 FEET, A DELTA ANGLE OF 22°22'46", A CHORD BEARING OF N11°57'48"E, AND A CHORD LENGTH OF 38.81 FEET; THENCE S89°48'32"E 131.96 FEET; THENCE S89°18'48"E 170.19 FEET; THENCE S89°14'58"E 689.57 FEET; THENCE S88°54'06"E 143.60 FEET; THENCE S89°34'58"E 182.33 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S00°51'40"W ALONG SAID EAST LINE, 166.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 217,585 SQUARE FEET OR 4.995 ACRES MORE OR LESS.



## VICINITY MAP

SCALE: NONE

## SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTIONS 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SUNSET FARMS SUBDIVISION** IN **WEST HAVEN, WEBER COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEST HAVEN CITY, UTAH**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945

UTAH LICENSE NUMBER



## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN HEREON AND NAME SAID TRACT, **SUNSET FARMS SUBDIVISION**, AND GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS AND ALSO DEDICATE THE CROSS ACCESS EASEMENTS TO THE OWNERS OF LOTS 1 AND 2 TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JESSICA LYNN KENNEDY PETERSON

NAME/TITLE

DATE

## ACKNOWLEDGMENT

STATE OF UTAH ) ss.  
COUNTY OF \_\_\_\_\_ )

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

COMMISSION EXPIRES

NOTARY PUBLIC

## LEGEND

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

60 0 60 120 180

Scale: 1" = 60'

## WEST HAVEN CITY ENGINEER

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WEST HAVEN CITY ENGINEER

## WEST HAVEN CITY PLANNING COMMISSION

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WEST HAVEN CITY CHAIRMAN

## WEST HAVEN CITY ACCEPTANCE

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST

TITLE

## WEST HAVEN CITY ATTORNEY

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WEST HAVEN CITY ATTORNEY

## WEBER COUNTY RECORDER

Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_  
Recorded, \_\_\_\_\_ At \_\_\_\_\_  
In Book \_\_\_\_\_ Of The  
Official Records, Page \_\_\_\_\_  
Recorded For: \_\_\_\_\_

Weber County Recorder

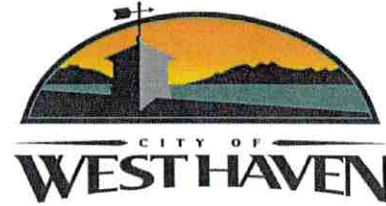
Deputy.



## STAFF REPORT

TO: Planning Commissioners, Mayor & City Council  
FROM: Matt Jensen, City Manager  
Amy Hugie, City Attorney  
Shari Phippen, Community Development Director  
DATE: August 31, 2022  
SUBJECT: Open Space Zoning

---



As the City starts to undertake the public hearings and ordinances to correct the issues in open space subdivisions, there have been several questions that we want to address and misunderstandings we want to clarify.

This report was originally prepared and presented to the Planning Commission as part of the materials for their August 24, 2022 meeting. A few additional comments based on discussion at that meeting are included in this updated staff report- those new comments are italicized.

### **Background**

In April 2022, as part of a staff review of a home occupation request, staff discovered that the applicant lived in a subdivision phase (Country Haven) which does not allow home occupations. As staff looked into the open space zone, it was determined that between late 2002 and late 2004, properties were rezoned and developed outside of what the zoning allowed. Specifically, the subdivisions and their zone (based on the rezone ordinance) are:

Country Haven:	Mixed Use-Residential/Open Space
Fair Grove Estates:	Commercial C-2
Haven Estates:	Green-Open Space
Holmes Estates:	Green-Open Space
Joni Acres:	Green-Open Space
Seclusion Meadows:	Open Space
Secrist Acres:	Open Space
Stonefield:	Open Space/Recreation/Residential
Windsor Farms:	Open Space w/Conditions

Between these 9 subdivisions, there are 800+ homes, or approximately 20% of the single-family detached housing in West Haven. Over the past 4 months, staff has worked to determine the extent of the problem, conducted open houses to get resident feedback, evaluated different options, and determined what would be the best path forward.

One of the other major concerns that came out of these discussions is concern for accessory buildings and animals. Included in the rezones is a proposal to amend the animal keeping ordinance and accessory building regulations. Rather than having these uses regulated by zone,

staff is proposing that the height and setbacks of accessory buildings be dictated by property size. Similarly, staff is proposing that the number and type of animals be dictated by lot size rather than zone.

### **Frequently Asked Questions**

#### **1. Why not just write an open space ordinance?**

- a. Staff went back and forth on whether or not this was the best path forward. Ultimately, it would be more difficult to write an open space zone that could accommodate all of the affected parcels. Reasons for that are:
  - i. Rezone ordinances vary on what they called the open space zone- more than half of the properties would still need rezoned because they were not zoned strictly “Open Space”
  - ii. There are too many variables with 817 lots that would have to be accounted for in just amending the open space ordinance, which would make an amended ordinance difficult to implement and enforce let alone draft
  - iii. Open space zoning should be set aside for public amenities- public parks, trails, nature preserves and things like that.
  - iv. *Additionally, it would require going through all ordinances related to zoning and amending them to include the open space zone.*

#### **2. *The zoning map says that my property is zoned something different than what the City is saying- how can that be possible?***

- a. *As part of this process, staff has realized that there are errors on the zoning map, particularly as it relates to these 9 subdivisions. Staff went back in the City records and found the ordinances that rezoned the properties. We do not know what or who facilitated the errors on the zoning map, but the zoning of the property is dictated by the rezone ordinance, not the zoning map.*

#### **3. I thought Fair Grove had a mixed-use overlay- is that not true?**

- a. An overlay is not the same as a zone- it is a separate ordinance with a separate set of standards. Before an overlay can be applied, the ordinance outlining the overlay standards has to be created. Simply put, there was never a mixed-use overlay created to be applied to the Fair Grove subdivision. While the conversations and intent may have happened, the needed action wasn't taken. Fair Grove is only zoned commercial C-2 and must be rezoned.

#### **4. Why Is Country Haven included if it was zoned Mixed-Use?**

- a. *Similar to other zones, the language of the rezone ordinance stated Mixed Residential-Open Space Use without having any enabling language to have that zone- it did not exist. Additionally, open space, as defined in City code, is not merely larger lots- there has to be a purpose for the property to be considered open space by our City ordinances. As such, it is a non-conforming subdivision*

that must be rezoned to vest residents with the rights and privileges they believe they have.

**5. Why was part of Country Haven recommended for rezone to Patio Homes?**

- a. When staff initially put the rezone recommendations together, they looked at Phases 4-8 of Country Haven as if they were a standalone project. Patio Home was the only zone available where those phases could fit within the site development standards and density regulations.
- b. However, after getting feedback from residents and looking at Phases 4-8 as part of the whole Country Haven subdivision, staff feels it would be appropriate for the Planning Commission and City Council to rezone those phases to R-2.5 and will be recommending accordingly.
- c. The public hearing notices had already been sent out when staff reviewed the R-2.5 alternative option, so the recommendation to rezone to R-2.5 instead of Patio Home will be discussed during the Planning Commission meeting on August 24, 2022.
- d. *The Planning Commission accepted staff's position that Phases 4-8 of Country Haven be rezoned to R-2.5 and the rezone ordinance has been updated accordingly, and unanimously recommended to the City Council.*

**6. How will this affect animals and accessory buildings?**

- a. Staff is aware and sympathetic to residents' concerns regarding animals and accessory buildings. As part of this rezoning project, ordinances have been prepared which will amend the animal and accessory building regulations to be strictly based on lot size. A copy of those ordinances is available on the City website and are included in the Council packet.

**7. What if the shop I have is no longer allowed with the changes?**

- a. Any land use which was properly applied for and permitted, will be grandfathered in and allowed to continue. Changes to that use would possibly need to comply with new regulations, but legal, property permitted existing uses will be allowed to continue.

**8. My lot is over an acre- doesn't that count as open space?**

- a. It does not. Open Space is undeveloped land which has been set aside for things like parks, nature preserves, and other similar natural uses.

**9. Won't this open up large numbers of properties for future subdivision?**

- a. It will not. Staff has pored over each and every lot. Of the 800+ affected parcels, fewer than 10 can be subdivided (based on the proposed new zone). While some parcels may be large enough to split, there are a variety of factor that take away the parcel's ability to be further subdivided. Those factors include: lot width, structure placement, power line easements, and others.



**10. I heard that once you are in a subdivision, you can't further subdivide your property- won't that prohibit those 9 lots from being further split?**

- a. West Haven City Code 15.01.020 "Scope of Ordinance" states: No lot within a subdivision approved by the Planning Commission of West Haven, Utah and recorded in the County Recorder's Office in accordance with the provisions of this ordinance, shall be further divided, rearranged, added to or reduced in area nor shall the boundaries of any lot be altered in any manner so as to create more lots than initially recorded or any non-conforming lot without first obtaining the approval of the Planning Commission and the City Council.

While it may seem that this prohibits future subdivision of lots, it does not. It is likely that this ordinance was written at a time when some subdivisions were approved by just the Planning Commission. That is not the case now, as all subdivisions go through both Planning Commission and Council.

At this time, West Haven does not have an ordinance that prevents the subdivision of properties within a subdivision. If a property owner has sufficient property to meet the zone's development standards, they may apply to the City for subdivision of their property.

**11. This happened almost 20 years ago- why not just leave it the way it is?**

- a. Once staff is aware of a problem, they are legally and ethically obligated to correct it.

**12. Will this affect my property taxes?**

- a. Staff has been in touch with the Weber County Assessor. They stated that as a general rule, as long as the use of the property remains the same, changing the zoning will not impact property taxes or trigger a reassessment of the property.

**13. Why have people been permitted to build shops and have business before but now all of a sudden, we are being told they can't?**

- a. Previous City staff incorrectly interpreted the ordinances and allowed taller outbuildings and home occupations and other such uses. The ordinance does not allow those things and they should not have been granted permits.

## **ORDINANCE NO. 17-2022**

### **AN ORDINANCE OF WEST HAVEN CITY AMENDING THAT PORTION OF THE ANIMAL KEEPING ORDINANCE WHICH LIMITS ANIMALS BASED ON ZONE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**

#### **Section 1 – Recitals**

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

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

WHEREAS, the City Council finds that animal keeping is an essential property right throughout West Haven; and

WHEREAS, the City Council finds that animal keeping should be based largely on the size of the lot and not on the zone; and

NOW THEREFORE, BE IT ORDAINED by the City of West Haven that the following portions of the West Haven City Zoning Code are amended as follows:

**35.01.010(E)(2) Animal Keeping Limitations By Zone-** is stricken in its entirety

**35.01.030- Exhibit B- Animal Keeping Limitations** – is stricken in its entirety

#### **Section 2 – Prior Ordinances and Resolutions**

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

#### **Section 3 – Repealer of Conflicting Enactments**

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

#### **Section 4 – Savings Clause**

If any provision of this Ordinance be held or deemed invalid, inoperative or unenforceable, such will render no other provision or provisions invalid, inoperative or unenforceable to any extent

whatsoever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

**Section 5 – Date of Effect**

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

DATED the 7<sup>th</sup> day of September, 2022

WEST HAVEN CITY

\_\_\_\_\_  
Rob Vanderwood  
Mayor

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder



**ORDINANCE NO. 18-2022**

**AN ORDINANCE OF WEST HAVEN CITY ESTABLISHING THE ALLOWED HEIGHT FOR ACCESSORY BUILDINGS; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**

**Section 1 – Recitals**

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

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

WHEREAS, the City Council finds that having accessory buildings, as defined in West Haven Zoning Code, is an essential property right throughout West Haven; and

WHEREAS, the City Council finds that there are certain areas throughout the City which are more conducive to taller buildings and wishes to regulate the allowed height of accessory buildings based on lot size.

NOW THEREFORE, BE IT ORDAINED by the City of West Haven that the following portions of the West Haven City Zoning Code are amended as follows:

**10.02.040 Site Development Standards**

Building Type	Minimum Lot Size	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Additional Setback Requirements	Maximum Height
Accessory Building			Must be behind the plane of the rear of the main building	5-feet	5-feet	May not be located closer than 10-feet to an existing dwelling on an adjacent lot.	
	See WHZC 42.28 for regulations on accessory buildings						

**10.06.050 Location of Structures**

3. Detached accessory buildings and garages- **see WHZC 42.28 “Accessory Buildings”**
- a. ~~Front setback—30 feet from property lines~~
  - b. ~~Side Setback—5 feet~~
  - c. ~~Rear setback—5 feet~~

#### **10.06.060 Maximum Structure Height**

2. Accessory building ~~twenty (20') feet~~, see WHZC 42.28 "Accessory Buildings"

#### **10.08.050 Location of Structures**

3. Detached accessory buildings and garages- see WHZC 42.28 "Accessory Buildings"

a. ~~Front setback 30 feet from property lines~~

b. ~~Side Setback 5 feet~~

c. ~~Rear setback 5 feet~~

#### **10.08.060 Maximum Structure Height**

2. Accessory building ~~twenty (20') feet~~, see WHZC 42.28 "Accessory Buildings"

#### **10.10.050 Location of Structures**

3. Detached accessory buildings and garages- see WHZC 42.28 "Accessory Buildings"

a. ~~Front setback 30 feet from property lines~~

b. ~~Side Setback 5 feet~~

c. ~~Rear setback 5 feet~~

#### **10.10.060 Maximum Structure Height**

2. Accessory building ~~twenty (20') feet~~, see WHZC 42.28 "Accessory Buildings"

#### **10.12.050 Location of Structures**

Accessory buildings- see WHZC 42.28 "Accessory Buildings"

~~All accessory building must be behind the home.~~

~~5 feet rear setback from property line~~

~~3 feet side setback from property line~~

#### **16.14 Site Development Standards**

			PERMITTED & CONDITIONAL USES
Minimum yard setbacks			
	Side		
		Dwelling	10 feet with total width of two side yards not less than 24 feet
		other main bldg.	20 feet each side
		<del>Accessory bldg.</del>	<del>5 feet</del> See WHZC 42.28, "Accessory Buildings"
	Side facing street		
		Dwelling	20 feet
		<del>Accessory Bldg.</del>	<del>10 feet if no access to street, 20 feet if there is access to the street</del> See WHZC 42.28, "Accessory Buildings"

	Rear		
		Main bldg.	30 feet
		Accessory bldg.	5 feet See WHZC 42.28, "Accessory Buildings"
Building Height, <b>Single Family Dwelling</b>			
	Minimum		one story
	Maximum		35 feet
<b>Building Height, Accessory</b>			<b>See WHZC 42.28, "Accessory Buildings"</b>

## 18.12 Site Development Standards

			PERMITTED & CONDITIONAL USES
Minimum yard setbacks			
	Side		
		Dwelling	10 feet with total width of two side yards not less than 24 feet
		other main bldg.	20 feet each side
		Accessory bldg.	5 feet See WHZC 42.28, "Accessory Buildings"
	Side facing street		
		Dwelling	20 feet
		Accessory Bldg.	10 feet if no access to street, 20 feet if there is access to the street See WHZC 42.28, "Accessory Buildings"
	Rear		
		Main bldg.	30 feet
		Accessory bldg.	5 feet See WHZC 42.28, "Accessory Buildings"
Building Height, Single Family Dwelling			
	Minimum		one story
	Maximum		35 feet
Building Height, Accessory			See WHZC 42.28, "Accessory Buildings"

## 31.05 Location of Structures

2. Detached accessory buildings and garages- **see WHZC 42.28 "Accessory Buildings"**



- a. ~~Front setback—all accessory building must be behind the home or behind the plane of the rear wall of the home.~~
- b. ~~Side Setback—5 feet~~
- c. ~~Rear setback—5 feet~~

### **31.07 Maximum Structure Height**

2. Accessory building ~~fifteen (15') feet.~~ see WHZC 42.28 “Accessory Buildings”

### **42.28 ~~Maximum Height of~~ Accessory Buildings**

~~No building which is accessory to a one-family, two-family, three-family, or four-family dwelling shall be erected to a height greater than one (1) story or twenty (20) feet.~~

Accessory buildings are a permitted use in all agricultural and residential zones, subject to the following height and setback limitations.

Lot Size	0-8,000 sq ft	8,000-12,500 sq ft	12,501-20,000 sq ft	20,001-30,000 sq ft	30,001+ sq ft
Max. Height	15'	20'	25'	30'	35'
Front Setback	All accessory buildings must be located a minimum of 5' behind the front plane of the home				
Side Setback	5'	5'	5'	5'	5'
Rear Setback	5'	5'	5'	5'	5'

#### **42.28.10 Corner Lot Setbacks**

Regardless of the above setbacks, accessory buildings located in the portion of the lot adjacent to the street shall observe all side setbacks for a primary dwelling. No additional side setback is required, but the rear setback shall be as indicated above.

### **Section 2 – Prior Ordinances and Resolutions**

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

### **Section 3 – Repealer of Conflicting Enactments**

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

### **Section 4 – Savings Clause**

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

**Section 5 – Date of Effect**

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

DATED the 7<sup>th</sup> day of September, 2022

WEST HAVEN CITY

\_\_\_\_\_  
Rob Vanderwood  
Mayor

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder

DRAFT

**ORDINANCE NO. 19-2022**

**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING CERTAIN  
PROPERTY WITHIN THE COUNTRY HAVEN SUBDIVISION FROM MIXED  
RESIDENTIAL-OPEN SPACE USE TO AGRICULTURAL A-1, AGRICULTURAL A-2  
AND RESIDENTIAL R-2.5, AMENDING THE ZONING MAP OF THE CITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**Section 1 - Recitals:**

**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 commission's recommendations for zoning all or any part of the area within the municipality have been subjected to the required public hearing prior to its adoption; and,

**WHEREAS**, the City Council finds that the City Council lawfully adopted the zoning ordinance as proposed with all later amendments thereto; and,

**WHEREAS**, the City Council finds that Utah Code ("UC") §10-9a-503 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 finds that 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 approval, disapproval, or recommendations; and,

**WHEREAS**, the City Council finds that West Haven City desires to comply with the procedure specified in UC §10-9a-502 in preparing and adopting an amendment to the zoning ordinance or the zoning map; and,

**WHEREAS**, upon petition to West Haven City, and after having been reviewed by the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to change the existing zone of certain parcels in the Country Haven subdivision to Agricultural A-1, A-2 or Residential R-2.5, as outlined herein; and,

**WHEREAS**, the City Council finds that such a change follows the City's General Plan; and,



**WHEREAS**, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires 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:**

These described lands and premises within the boundaries of the City are re-zoned from Mixed Residential Open Space Use to the zones indicated:

**Agricultural A-2**

<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>
82400001	3710 S 3850 W	82400007	3646 S 3850 W	82400012	3675 S 3850 W
82400002	3808 W 3700 S	82400008	3636 S 3850 W	82400013	3665 S 3850 W
82400003	3682 S 3850 W	82400009	3709 S 3850 W	82400014	3655 S 3850 W
82400004	3676 S 3850 W	82400010	3683 S 3850 W	82400015	3645 S 3850 W
82400005	3664 S 3850 W	82400011	3890 W 3700 S	82400016	3635 S 3850 W
82400006	3656 S 3850 W				

**Agricultural A-1**

<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>
83880009	3740 S 3750 W	84000005	3825 S 3750 W	84080008	3820 S 3650 W
83880010	3776 S 3750 W	84000006	3791 S 3750 W	84080009	3854 S 3650 W
83880011	3810 S 3750 W	84000007	3751 S 3750 W	84080010	3890 S 3650 W
83880012	3846 S 3750 W	84000008	3735 S 3750 W	84080011	3922 S 3650 W
83880013	3880 S 3750 W	84040001	3780 W 3700 S	84090001	3727 S 3650 W
83880014	3920 S 3750 W	84040002	3685 S 3750 W	84090002	3693 S 3650 W
83880015	3702 W 3950 S	84040003	3675 S 3750 W	84090003	3681 S 3650 W
83880016	3715 W 3950 S	84040004	3671 S 3750 W	84090004	3669 S 3650 W
83880017	3689 W 3950 S	84040005	3668 S 3750 W	84090005	3657 S 3650 W
83890006	3678 S 3750 W	84080001	3923 S 3650 W	84090006	3645 S 3650 W
83890007	3688 S 3750 W	84080002	3883 S 3650 W	84090007	3648 S 3650 W
83890008	3696 S 3750 W	84080003	3843 S 3650 W	84090008	3662 S 3650 W
84000001	3745 W 3950 S	84080004	3801 S 3650 W	84090009	3674 S 3650 W
84000002	3945 S 3750 W	84080005	3765 S 3650 W	84090010	3686 S 3650 W
84000003	3895 S 3750 W	84080006	3756 S 3650 W	84090011	3698 S 3650 W
84000004	3865 S 3750 W	84080007	3788 S 3650 W	84090012	3724 S 3650 W

**Residential R-2.5**

<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>	<b>Parcel ID</b>	<b>Address</b>
84240001	3691 S 3600 W	84370002	3683 S 3525 W	85040005	3807 S 3550 W
84240002	3687 S 3600 W	84370003	3673 S 3525 W	85040006	3857 S 3550 W
84240003	3671 S 3600 W	84370004	3661 S 3525 W	85040007	3568 W 3900 S

## **Residential R-2.5 cont'd**

84240004	3663 S 3600 W	84370005	3651 S 3525 W	85040008	3571 W 3900 S
84240005	3659 S 3600 W	84370006	3644 S 3525 W	85040009	3555 W 3900 S
84240006	3647 S 3600 W	84370007	3656 S 3525 W	85040010	3549 W 3900 S
84240009	3646 S 3600 W	84370008	3668 S 3525 W	85040011	3890 S 3500 W
84240010	3658 S 3600 W	84370009	3678 S 3525 W	85040012	3878 S 3550 W
84240011	3664 S 3600 W	84370010	3696 S 3525 W	85040013	3802 S 3550 W
84240012	3672 S 3600 W	84560001	3721 S 3600 W	85040014	3768 S 3550 W
84240013	3688 S 3600 W	84560002	3749 S 3600 W	85040015	3744 S 3550 W
84240014	3692 S 3600 W	84560003	3773 S 3600 W	85040016	3720 S 3550 W
84240015	3697 S 3550 W	84560004	3799 S 3600 W	85040017	3545 W 3700 S
84240016	3689 S 3550 W	84560005	3823 S 3600 W	85270001	3707 S 3525 W
84240017	3677 S 3550 W	84560006	3851 S 3600 W	85270002	3723 S 3525 W
84240018	3665 S 3550 W	84560007	3877 S 3600 W	85270003	3739 S 3525 W
84240019	3653 S 3550 W	84560008	3903 S 3600 W	85270004	3753 S 3525 W
84240020	3649 S 3550 W	84560009	3929 S 3600 W	85270005	3783 S 3525 W
84240021	3637 S 3550 W	84560010	3587 W 3900 S	85270006	3837 S 3525 W
84240024	3642 S 3550 W	84560011	3884 S 3600 W	85270007	3530 W 3900 S
84240025	3654 S 3550 W	84560012	3856 S 3600 W	85270008	3533 W 3900 S
84240026	3660 S 3550 W	84560013	3828 S 3600 W	85270009	3527 W 3900 S
84240027	3676 S 3550 W	84560014	3802 S 3600 W	85270010	3898 S 3525 W
84240028	3682 S 3550 W	84560015	3774 S 3600 W	85270011	3888 S 3525 W
84240029	3694 S 3550 W	84560016	3748 S 3600 W	85270012	3840 S 3525 W
84340001	3635 S 3600 W	84560017	3722 S 3600 W	85270013	3780 S 3525 W
84340002	3634 S 3600 W	85040001	3711 S 3500 W	85270014	3748 S 3525 W
84340003	3625 S 3550 W	85040002	3727 S 3550 W	85270015	3738 S 3525 W
84340004	3628 S 3550 W	85040003	3737 S 3550 W	85270016	3722 S 3525 W
84370001	3695 S 3525 W	85040004	3777 S 3550 W	85270017	3708 S 3525 W

## **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 not otherwise 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 7<sup>th</sup> day of September, 2022

DATED this 7<sup>th</sup> day of September, 2022.

WEST HAVEN, a municipal corporation

by: \_\_\_\_\_  
Mayor Rob Vanderwood

Attested and recorded

\_\_\_\_\_  
Emily Green  
City Recorder

**ORDINANCE NO. 20-2022**

**AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH REZONING CERTAIN PROPERTY WITHIN THE HOLMES ESTATES SUBDIVISION FROM GREEN-OPEN SPACE TO AGRICULTURAL A-1 AND RESIDENTIAL R-2.5, AMENDING THE ZONING MAP OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Section 1 - Recitals:**

**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 commission's recommendations for zoning all or any part of the area within the municipality have been subjected to the required public hearing prior to its adoption; and,

**WHEREAS**, the City Council finds that the City Council lawfully adopted the zoning ordinance as proposed with all later amendments thereto; and,

**WHEREAS**, the City Council finds that Utah Code ("UC") §10-9a-503 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 finds that 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 approval, disapproval, or recommendations; and,

**WHEREAS**, the City Council finds that West Haven City desires to comply with the procedure specified in UC §10-9a-502 in preparing and adopting an amendment to the zoning ordinance or the zoning map; and,

**WHEREAS**, upon petition to West Haven City, and after having been reviewed by the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to change the existing zone of certain parcels in the Holmes Estates Subdivision to Agricultural A-1 or Residential R-2.5, as outlined herein; and,

**WHEREAS**, the City Council finds that such a change follows the City's General Plan; and,

**WHEREAS**, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires 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:**

These described lands and premises within the boundaries of the City are re-zoned from Green-Open Space to the zones indicated:

**Agricultural A-1**

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
150610079	2602 W 1800 S	154200061	1652 S 2425 W	154430006	2658 W 1650 S
154200001	1785 S 2550 W	154200062	2420 W 1650 S	154430007	2680 W 1650 S
154200002	1765 S 2550 W	154200063	2438 W 1650 S	154430008	2677 W 1650 S
154200003	1739 S 2550 W	154200064	2456 W 1650 S	154430009	1685 S 2650 W
154200004	1719 S 2550 W	154200065	2476 W 1650 S	154430010	1701 S 2650 W
154200005	1699 S 2550 W	154200066	2494 W 1650 S	154430011	1717 S 2650 W
154200006	1679 S 2550 W	154200067	2514 W 1650 S	154430012	1735 S 2650 W
154200007	1659 S 2550 W	154200068	2532 W 1650 S	154430013	1740 S 2650 W
154200056	1738 S 2425 W	154430001	2558 W 1650 S	154430014	1710 S 2650 W
154200057	1718 S 2425 W	154430002	2576 W 1650 S	154430015	1704 S 2650 W
154200058	1702 S 2425 W	154430003	2590 W 1650 S	154430016	2635 W 1650 S
154200059	1670 S 2425 W	154430004	2610 W 1650 S	154430017	2615 W 1650 S
154200060	1662 S 2425 W	154430005	2640 W 1650 S	154430018	2595 W 1650 S

**Residential R-2.5**

<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Address</u>
154200008	2537 W 1650 S	154200024	2507 W 1675 S	154200040	2473 W 1725 S
154200009	2521 W 1650 S	154200025	2485 W 1675 S	154200041	2457 W 1725 S
154200010	2503 W 1650 S	154200026	2471 W 1675 S	154200042	2441 W 1725 S
154200011	2483 W 1650 S	154200027	2455 W 1675 S	154200043	2440 W 1775 S
154200012	2469 W 1650 S	154200028	2439 W 1675 S	154200044	2454 W 1775 S
154200013	2453 W 1650 S	154200029	2438 W 1725 S	154200045	2470 W 1775 S
154200014	2437 W 1650 S	154200030	2452 W 1725 S	154200046	2482 W 1775 S
154200015	2437 W 1675 S	154200031	2472 W 1725 S	154200047	2496 W 1775 S
154200016	2456 W 1675 S	154200032	2486 W 1725 S	154200048	2510 W 1775 S
154200017	2468 W 1675 S	154200033	2504 W 1725 S	154200049	2524 W 1775 S
154200018	2484 W 1675 S	154200034	2522 W 1725 S	154200050	2538 W 1775 S
154200019	2506 W 1675 S	154200035	2536 W 1725 S	154200051	2539 W 1775 S
154200020	2520 W 1675 S	154200036	1736 S 2550 W	154200052	2525 W 1775 S
154200021	1672 S 2550 W	154200037	2519 W 1725 S	154200053	2509 W 1775 S
154200022	1696 S 2550 W	154200038	2505 W 1725 S	154200054	2493 W 1775 S
154200023	2523 W 1675 S	154200039	2489 W 1725 S	154200055	2479 W 1775 S

**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 not otherwise 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 7<sup>th</sup> day of September, 2022

DATED this 7<sup>th</sup> day of September, 2022.

WEST HAVEN, a municipal corporation

by: \_\_\_\_\_  
Mayor Rob Vanderwood

Attested and recorded

\_\_\_\_\_  
Emily Green  
City Recorder

## STAFF REPORT

TO: Mayor and City Council

FROM: Amy Hugie

DATE: Sept. 7, 2022

SUBJECT: Recodification – City and Zoning Codes – Repeal and Replace

---



The following staff report discusses the need to pass an ordinance to repeal and replace the existing city ordinances to reflect the recodification and legal review that was performed by American Legal Publishing.

### **Background**

The City has unsuccessfully attempted to codify its ordinances twice now. In a third attempt, in April 2021, based on all of the issues with the City and Zoning Codes, the City Council voted to have American Legal Publishing start the process for recodification and legal review for both the City Code and the Zoning Code. American Legal Publishing sent the first draft of the City and Zoning Codes and sent the Legal Review. A committee was formed and they extensively reviewed the new City and Zoning Codes along with the Legal Review. The Legal Review analyzed the City and Zoning Codes and made suggestions on things that should be fixed, eliminated, etc. or are in conflict with Utah State Code or other sections of the City and Zoning Codes. The City Council voted to accept the committee's and American Legal Publishing's changes and suggestions and also to combine the City and Zoning Codes into one book, instead of two books. The numbering system also changed. American Legal Publishing has sent back the final draft of the City Code. It is currently online and can be reviewed through the American Legal Publishing website.

### **Analysis**

At this time, American Legal Publishing has recommended that the old City and Zoning Codes be placed into one book, instead of two books. The new City Code has a different numbering system than the old Municode system. Because changes were made to the Zoning Code (which involves land use) along with all of the other City Code, the Planning Commission was required to hold a public hearing and then make recommendations to the City Council regarding whether the City should repeal and replace the old City and Zoning Code. The Planning Commission made the recommendation on August 24, 2022, after holding a public hearing, to repeal and replace the old ordinances with the one prepared by American Legal Publishing's suggested City Code. At this time, the City Council then must pass an ordinance to repeal and replace the old City and Zoning Code with American Legal Publishing's suggested City Code if the City Council wishes to proceed with the new version of the City Code with the new numbering system.

### **OPTIONS:**

1. The City Council can vote to repeal and replace the old City and Zoning Codes with the new City Code with the new numbering system (which is what the Staff is highly recommending); or

2. The City Council can vote to stay with the old City and Zoning Codes with numbering that was set up by Municode and does not reflect the numbering of the paper version of the City and Zoning Codes; or
3. The City Council can table the issue of repealing and replacing the old City and Zoning Codes with the new City Code



**ORDINANCE NO. 21-2022**

**AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF WEST HAVEN; AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.**

**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 present general and permanent ordinances of the City are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

**WHEREAS**, the City Council of West Haven City has authorized a general compilation, revision and codification of the ordinances of the City of a general and permanent nature and publication of such ordinances in book form; and

**WHEREAS**, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety, and general welfare of the municipality that this ordinance take effect at the earliest possible date; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN CITY, UTAH, THAT,**

Section 1. The general ordinances of the City as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the City of West Haven."

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

Title I	General Provisions
Title III	Administration
Title V	Public Works
Title VII	Traffic Code
Title IX	General Regulations

Title XI	Business Regulations
Title XIII	General Offenses
Title XV	Land Usage
Table of Special Ordinances	
Parallel References	

- Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and re-ordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating, or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code.
- Section 4. Such Code shall be deemed published as of twenty-four hours after the day of its adoption and approval by the City Council.
- Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.
- Section 6. This Ordinance shall be effective on the 7th day of September, 2022, and after publication or posting as required by law.

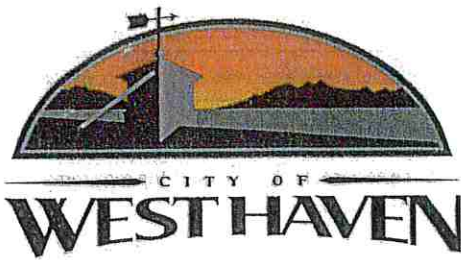
DATED this 7th day of September, 2022.

WEST HAVEN, a municipal corporation

by: \_\_\_\_\_  
Mayor Rob Vanderwood

Attested and recorded

\_\_\_\_\_  
Emily Green, Recorder



## LAND USE PERMIT APPLICATION

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

## APPLICATION TYPE

- ☐ ACCESSORY DWELLING UNIT (ADU)  
☐ SHORT TERM RENTAL (STR)  
☐ TEMPORARY STORAGE UNIT  
☒ TEMPORARY RV PARKING FOR CONST.

## PROPERTY OWNER INFORMATION

NAME	Chasitee Isom
ADDRESS	2817 S. 2700 W. West Haven
PHONE	385-212-9787
EMAIL	Chasitee.isom@gmail.com

## CONTRACTOR INFORMATION, IF OTHER THAN OWNER

CONTRACTOR NAME	Dylan Broadbent
BUSINESS NAME	Broadbent Builders
ADDRESS	Farmington, UT
PHONE	801-641-4217
EMAIL	Dylan@broadbentbuilders.com
LICENSE #	

## PROPERTY INFORMATION

ADDRESS:	2817 S. 2700 W. West Haven		
PARCEL #:	LOT SIZE: 1.5 acre	LOT#:	SUBDIVISION: N/A
PRIMARY DWELLING SQ. FT. 4,200 sq ft	ACCESSORY DWELLING SQ. FT. _____		NUMBER OF PARKING SPACES _____

Chasitee Isom 8/18/22  
APPLICANT'S SIGNATURE DATE

Chasitee Isom 8/18/22  
OWNER'S SIGNATURE DATE

## FOR OFFICE USE

DATE RECEIVED: 8/18/22	ISSUED DATE: _____	PERMIT NUMBER: _____
STAFF APPROVAL _____	DATE _____	CONDITIONAL USE REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO



## **STAFF REPORT**

TO: City Council Members  
FROM: Matt Jensen, City Manager  
DATE: September 7, 2022  
SUBJECT: Contract with Flock Group Inc.



---

This staff report requests approval for a contract with Flock Group Inc to provide an automatic license detection system with five (5) camera locations.

### **BACKGROUND**

During 2021, Weber County Sheriff's Office introduced the use of Flock Group Inc. cameras as a way to passively monitor traffic and improve response during public safety issues. The City Council approved consideration for five (5) cameras to be installed during the FY2023 budget.

### **ANALYSIS**

The use of Flock cameras provides an additional level of observation for law enforcement response. It is a prime example of a force amplifier using technology. The Flock system passively monitors license plates of traffic in approved areas. Records are kept for 30-days and then deleted. Access to the system is only allowed through a law enforcement case being initiated. At that time, records are checked against any suspected vehicles and locations are reported to department. The County's use of the system has been instrumental in responding to immediate issues such as vehicle theft and kidnapping as well as delayed reviewing of suspected activity in an area.

The five locations will be finalized through coordination with WCSO through a heat map to help determine best use locations. These locations will be presented to the Council before installation of the cameras along with an agreement to allow WCSO to access the information through this contract between the City and Flock Group Inc.

### **RECOMMENDATION**

Staff recommends approval of the contract.



**Resolution No. 27-2022**

**RESOLUTION OF WEST HAVEN CITY AUTHORIZING ADOPTION OF THE  
INTERLOCAL AGREEMENT BETWEEN FLOCK GROUP INC. AND THE CITY OF  
WEST HAVEN FOR AN AUTOMATIC LICENSE DETECTION SYSTEM;  
AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION AND FOR THE  
CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY; AND,  
PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I – RECITALS:**

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

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

WHEREAS, the Flock Group Inc. (herein "FLOCK") provides software and hardware situational awareness solution for automatic license plates, video and audio detection through a technology platform; and

WHEREAS, the City desires to utilize FLOCK's hardware, software, and related maintenance services in order to improve public safety response and monitoring; and

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

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

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

**SECTION II. AGREEMENT:**

1. That the Agreement between West Haven City and Flock Group Inc. for an Automatic License Detection System, a copy of which is attached as Attachment A to this Resolution, is hereby adopted by the City Council.
2. That the City Manager is authorized to sign any and all documents necessary to effect this Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Resolution adopting the Agreement.

**SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:**

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

**SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION V - SAVINGS CLAUSE:**

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

**SECTION VI. DATE OF EFFECT**

This Resolution shall be effective immediately upon its passage on the 7th day of September, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 7th day of September, 2022.

WEST HAVEN CITY

\_\_\_\_\_  
Mayor Rob Vanderwood

ATTEST:

\_\_\_\_\_  
City Recorder

**ATTACHMENT "A"**

AGREEMENT BETWEEN WEST HAVEN CITY AND FLOCK GROUP INC. FOR AN  
AUTOMATIC LICENSE DETECTION SYSTEM

DRAFT

**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

<b>Agency:</b> UT - West Haven City  <b>Legal Entity Name:</b>	<b>Contact Name:</b> Matthew Jenson
<b>Address:</b> 4150 South 3900 West Ogden, Utah 84401	<b>Phone:</b> (801) 731-4519 <b>E-Mail:</b> matthewj@westhavencity.com
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 12 months <b>Renewal Term:</b> 12 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
------------------------------------------------------------------	-------------------------------------------------------------------------



Name	Price	QTY	Subtotal
Falcon	\$2,500.00	5.00	\$12,500.00
Standard Implementation Fee	\$350.00	5.00	\$1,750.00

**(Includes one-time fees)**

**Year 1 Total:** \$14,250.00

**Recurring Total:** \$12,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: UT - West Haven City**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

#### **1. DEFINITIONS**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.



1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## **2. SERVICES AND SUPPORT**

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the

Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

## **2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party



requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock's Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency



will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data

the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## **5. PAYMENT OF FEES**

**5.1.1 Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

**5.1.2 Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30<sup>th</sup> day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

**5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## **6. TERM AND TERMINATION**

**6.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.



## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL



DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## **9. MISCELLANEOUS**

**9.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**9.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**9.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**9.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this

Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**9.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**9.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**9.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**9.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**9.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**9.10 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**9.11 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

FLOCK GROUP INC.  
1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

WEST HAVEN CITY  
4150 SOUTH 3900 WEST  
WEST HAVEN, UT 84401  
ATTN: CITY MANAGER  
EMAIL: matthewwj@westhavencity.com