The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, August 27, 2024, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Mayor Karen Lang

4. Special Recognitions

5. Approval of Minutes:

   A. August 20, 2024

6. Public Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor,

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

7. Public Hearings:

A. Accept Public Input Regarding Application GPZ-1-2024, Filed By Paul and Kareen Swenson, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4053 South 7200 West

Action: Consider Ordinance 24-20, Amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4053 South 7200 West

Action: Consider Ordinance 24-21, Amend the Zoning Map to Show a Change of Zone for Property Located at 4053 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Action: Consider Resolution 24-81, Authorize the City to Enter into a Development Agreement with Paul Swenson for Approximately 2.96 Acres of Property Located at Approximately 4053 South 7200 West

8. Resolutions:

A. 24-130: Approve an Executive Order to Amend the Personnel Policies and Procedures Manual

B. 24-131: Authorize the City to Enter Into Property Schedule No. 25 of the Master Tax-Exempt Lease/Purchase Agreement With US Bancorp Government Leasing and Financing, Inc. with Respect to a Lease for the Purchase of Equipment

C. 24-132: Authorize the Purchase of a Fire Engine from Siddons-Martin Emergency Group

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING AUGUST 20, 2024
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, AUGUST 20, 2024 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM CHRISTENSEN.

THE FOLLOWING MEMBERS WERE PRESENT:

Don Christensen, Mayor Pro Tem/ Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3

ABSENT:

Karen Lang, Mayor
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Peggy Daniels, Acting CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

OPENING CEREMONY- MAYOR PRO TEM CHRISTENSEN

Mayor Pro Tem Christensen asked for a moment of silence in honor of Senator Karen Mayne who passed away over the weekend. He asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

DRAFT

APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 13, 2024
The Council considered the Minutes of the Regular Meeting held August 13, 2024. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Regular Meeting held August 13, 2024. Councilmember Whetstone seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

PUBLIC COMMENT PERIOD
Jackie VanEllen expressed concern about activity in her neighborhood. She noted that she feels the Police Department should have responded differently in a couple instances experienced by herself and her neighbor.

Jim Vesock stated that Harmons Grocery Store had a ribbon cutting for their improvements. He discussed several My Hometown events.

RESOLUTION 24-128: AWARD A CONTRACT TO ALTA EXCAVATION LLC FOR THE KIOWA WAY STORM DRAIN PROJECT
Mayor Pro Tem Christensen presented proposed Resolution 24-128 that would award a Contract to Alta Excavation LLC For the Kiowa Way Storm Drain Project.

Written documentation previously provided to the City Council included information as follows:

> The purpose of this project is to eliminate periodic flooding to properties along the north side of Kiowa Way and to reroute storm water flows from a failing drainage system on private property to a new drainage system in public right of way.
>
> Currently, there is a storm water/irrigation tailwater ditch that lacks capacity to adequately convey flows from Cree Drive (3655 South) to 3500 South. This project will pipe the portion of the ditch that lacks capacity and will construct a new storm drain line in the existing Kiowa Way (3540 South) to enable the rerouting of the storm water.
>
> Bids were opened for the Kiowa Way Storm Drain project on July 9, 2024. A total of three (3) bids were received. The lowest responsible bidder was Alta Excavation LLC in the amount of $495,000.

Upon inquiry by Mayor Pro Tem Christensen there were no further questions from

members of the City Council, and he called for a motion.

Councilmember Nordfelt moved to approve Resolution 24-128.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Nordfelt	Yes
Mayor Lang	Absent
Mayor Pro Tem Christensen	Yes

Unanimous.

RESOLUTION 24-129: APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION

Mayor Pro Tem Christensen presented proposed Resolution 24-129 that would approve a Cooperative Agreement Between the City and the Utah Department of Transportation

Written documentation previously provided to the City Council included information as follows:

The Safe Sidewalk Program provides a legislative funding source for construction of new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned in the immediate future. The program is administered by UDOT and requires a 25% local government match with a maximum State participation of $100,000.

West Valley City submitted a Safe Sidewalk application earlier this year to construct missing segments of sidewalk along the north side of 3500 South between Sunshade Drive (5450 West) and approximately 5350 West. The estimate submitted with the application to construct the entire length of the missing sidewalk, along with the associated right-of-way and improvements, was $500,000.

UDOT recently informed the city that the State would participate up to $169,000 on this project, which requires a minimum local government match of $56,334. Realizing that $225,334 is not enough to construct the entire project limits identified in the application, UDOT is allowing flexibility to adjust the limits of the

project as necessary to maximize the use of the available funds. It is anticipated that the project will be constructed in 2025.

Upon inquiry by Mayor Pro Tem Christensen there were no further questions from members of the City Council, and he called for a motion.

Councilmember Whetstone moved to approve Resolution 24-129.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Nordfelt	Yes
Mayor Lang	Absent
Mayor Pro Tem Christensen	Yes

Unanimous.

CONSENT AGENDA

RESOLUTION 24-125: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERAL

Mayor Pro Tem Christensen presented proposed Resolution 24-125 that would authorize the City to Enter Into a Memorandum of Understanding with the Utah Attorney General.

Written documentation previously provided to the City Council included information as follows:

The Office of the Utah Attorney General oversees the Utah ICAC task force, a cooperative group of law enforcement agencies that participate in the identification of perpetrators of crimes against children and related investigations, arrests, and prosecutions of said perpetrators. The Office of the Utah Attorney General awards state grants to participating law enforcement agencies to assist in covering the expenses incurred by the various agencies in the course of their participation on the Task Force. Such expenses include overtime, training, and the purchase of equipment.

The West Valley City Police Department supports continuing our partnership with the ICAC Task Force in our mutual efforts to protect children and bring offenders to justice. This cooperative arrangement has been in place for many years and has been an effective means of increasing the West Valley City Police Department's ability to properly investigate and prosecute offenders who sexually exploit children through various technological mediums, provide training and equipment to department personnel involved in such investigations and prosecutions, and provide community education regarding the prevention of such crimes.

RESOLUTION 24-126: APPROVE A SUBRECIPIENT AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS

Mayor Pro Tem Christensen presented proposed Resolution 24-126 that would approve a Subrecipient Agreement to Participate in a Consortium to Receive Home Investment Partnership Funds.

Written documentation previously provided to the City Council included information as follows:

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to , Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in September 2023. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction and home rehabilitation.

The City Council will consider Resolution 24-126 at the Regular Council Meeting scheduled August 20, 2024 at 6:30 P.M

RESOLUTION 24-127: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY

Mayor Pro Tem Christensen discussed proposed Resolution 24-127 that would authorize the Execution of an Interlocal Cooperation Agreement With Salt Lake County for Access to Aerial Imagery.

Written documentation previously provided to the City Council included information as follows:

> This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography and oblique imagery of West Valley City. Under this agreement, the West Valley City agrees to participate in the acquisition of a commercial aerial photography license of high-resolution Imagery data. The County agrees to give the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.
>
> Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

Upon inquiry by Mayor Pro Tem Christensen there were no further questions from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve the items on the Consent Agenda.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Nordfelt	Yes
Mayor Lang	Absent
Mayor Pro Tem Christensen	Yes

Unanimous.

NEW BUSINESS

DRAFT

A. **RESOLUTION 24-133: REMOVE DAVID MCEWEN FROM THE PLANNING COMMISSION**

Mayor Pro Tem Christensen discussed proposed Resolution 24-133 that would remove David McEwen from the Planning Commission.

Written documentation previously provided to the City Council included information as follows:

> Section 7-3-106 provides that the City Manager may remove any Planning Commission member from the Planning Commission with the advice and consent of the City Council. The City Manager has determined that Mr. McEwen should be removed from the Planning Commission and now seeks the advice and consent of the City Council for said removal.

Councilmember Harmon moved to approve Resolution 24-133.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Absent
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Nordfelt	Yes
Mayor Lang	Absent
Mayor Pro Tem Christensen	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, AUGUST 20, 2024 WAS ADJOURNED AT 6:43 P.M. BY MAYOR PRO TEM CHRISTENSEN.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, August 20, 2024.

DRAFT

_____
Nichole Camac, MMC
City Recorder

DRAFT

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Falcon Crest

Budget Opening Required: ☐

ISSUE:
Application: #GPZ-1-2024
Applicant: Paul and Kareen Swenson
Location: 4053 South 7200 West
Size: 2.96 acres

SYNOPSIS:
A General Plan change from Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing).

BACKGROUND:
If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

RECOMMENDATION:
The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:
Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST ON 2.96 ACRES.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed General Plan amendment pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the General Plan be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-1-2024, filed by Paul and Kareen Swenson, and located at 4053 South 7200 West within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential to Light Manufacturing. Said property is more particularly described as follows:

Parcel #: 14-34-354-008

SECTION 2. GENERAL PLAN MAP AMENDMENT.

The West Valley City General Plan Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST ON 2.96 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah:

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-1-2024, filed by Paul and Kareen Swenson, and located at 4053 South 7200 West within West Valley City, is hereby classified from zone A (Agriculture, minimum lot size ½ acre) to M (Manufacturing), said property more particularly described as follows:

Parcel #: 14-34-354-008

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Falcon Crest
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Paul Swenson.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Paul Swenson to establish standards for a self-storage facility at 4053 South 7200 West.

BACKGROUND:

Paul and Kareen Swenson have submitted a General Plan/zone change application (GPZ-1-2024) on 2.96 acres to change the General Plan from Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The proposed use for the property is a self-storage facility.

The proposed development agreement:

1. limits the use of the property to a self-storage facility,
2. allows buildings to be built at the property line along the north and east sides of the property,
3. requires 7 feet of right-of-way dedication along 7200 West,
4. requires a cash payment to the City in lieu of off-site improvements due to the upcoming road project planned along 7200 West,
5. delays the installation of live-plant material and irrigation to avoid the City replacing these items with the 7200 West project, and
6. requires a temporary construction easement to the City to facilitate the 7200 West project.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PAUL SWENSON FOR APPROXIMATELY 2.96 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4053 SOUTH 7200 WEST.

WHEREAS, Paul Swenson (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Paul Swenson, an individual, (herein "Developer") for the land to be included in or affected by the project located at approximately 4053 South 7200 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 2.96 acres of real property located at approximately 4053 South 7200 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Paul Swenson 1336 South 1000 East Salt Lake City, UT 84105
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

PAUL SWENSON

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me Paul Swenson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and he acknowledged to me that he executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-34-354-008:
BEG 585 FT N & 33 FT E FR SW COR SEC 34, T 1S, R 2W, S L M; E 500 FT; S 223.92 FT; S 89°56'03" W 333.78 FT; S 0°02'23" E102.12 FT; N 88°24'26" W 166.5 FT; N 321.825 FT TO BEG. 2.96 ACRES M OR L.

EXHIBIT B

DEVELOPMENT STANDARDS

1. The use of the Property shall be limited to a self-storage facility as defined in Section 7-1-103 of the West Valley City Code.

2. The buildings along the north and east sides of the Property may be placed at the property line. The height of buildings placed along the north and east property lines shall be limited to 10 feet measured from the bottom of the existing fence along the north and east property lines.

3. The Developer shall dedicate 7 feet of right-of-way to the City along the Property's entire frontage on 7200 West.

4. In lieu of installing the off-site improvements required in Section 7-2-117 of West Valley City Code, the Developer shall make a cash payment to the City equal to the estimated cost of said improvements as determined by the City Engineer.

5. Rock or bark mulch shall be installed within the 20' setback area along 7200 West prior to the issuance of a business license. The installation of the irrigation and live-plant material landscaping required in Section 7-6-303 of the West Valley City Code may be delayed until the reconstruction of 7200 West is complete, or until September 30, 2030, whichever first occurs.

6. The Developer shall grant a temporary construction easement to the City for the reconstruction of 7200 West. The easement shall apply to the westerly 20 feet of the Property along the entire 7200 West frontage after the dedication described in item 3 above. The temporary construction easement shall commence upon the beginning of actual 7200 West construction on the Property and shall continue only until 7200 West project construction on the Property is complete, or for three (3) years, whichever first occurs.

SWENSON DEVELOPMENT
1336 South 1000 East, Salt Lake City, UT 84105 . 385-249-6406 . PnKSwenson@gmail.com

General Plan/Proposed Zone Change

Swenson Development on behalf of Tempest Property Investments LLC is formally requesting a General Plan and Zoning change for the property located on 4053 S 7200 W, West Valley City Utah 84128 (see Exhibit A Agent Authorization and Property Tax Notice) to be changed from its current zone of Agriculture to the desired zone of Manufacturing. This document outlines the benefits for such a change.

SUBJECT PROPERTY

The subject property 4053 S 7200 W, West Valley City, Utah 84128 (see Exhibit B Legal Description) is located on 2.96 Acres and currently zoned Agriculture. To the north and east of the property are residential homes. It is adjacent to a separate lot to the south that sits right on the corner of 7200 W and 4100 S owned by West Valley City. Across from the property to the west is the Magna Regional Park. (see Exhibit C Property Plat)

Subject Property



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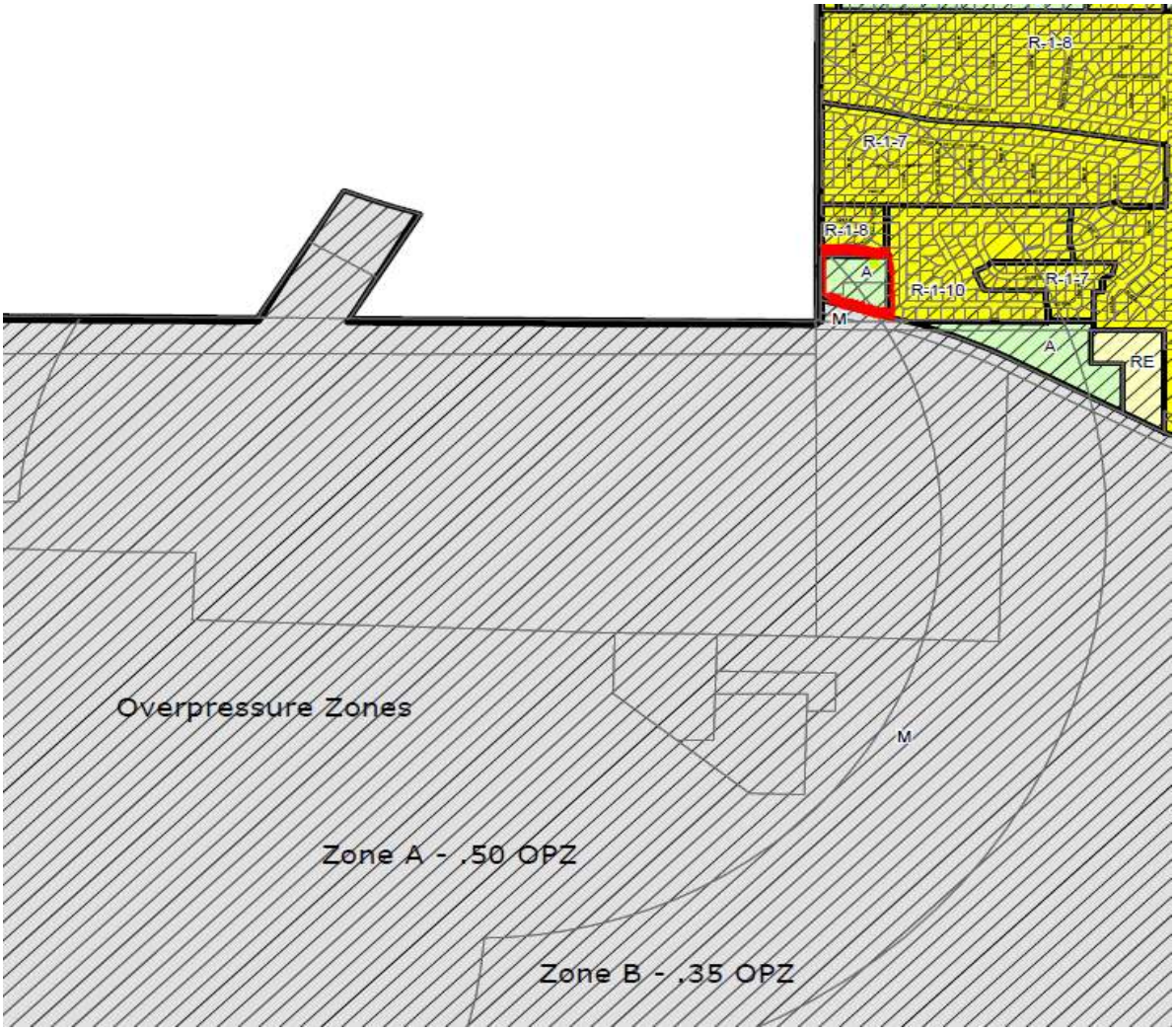
WEST VALLEY CITY ZONING MAP AND OVERPRESSURE ZONE DISCUSSION

The following shows a subsection of the West Valley City Zoning Map with the subject property and its inclusion in Overpressure Zones A and B (see following page). The Overpressure Zones are because of its proximity to Northrop Grumman. Overpressure, also called a blast wave, refers to the sudden onset of a pressure wave after an explosion. This pressure wave is caused by the energy released in the initial explosion – the bigger the initial explosion, the more damaging the pressure wave. Due to any possible mishaps, Overpressure Zones are created to ensure public safety. Any property that is in Overpressure Zone A is prohibited from being residential and therefore the subject property is **EXCLUDED** from being a residential property. Only the portion that is part of Zone B could potentially be used for residential. The only access to the property is from 7200 West and not from the neighboring residences. To create the infrastructure necessary to put homes on that small portion of the property would be exorbitant and not viable. Simply put, residential is not economically feasible due to the Overpressure Zones and the layout of the property. Thus, residential is eliminated as an alternative for the property.

Each Overpressure Zone has specified building requirements. Swenson Development will comply with the required building requirements.

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Subsection of the West Valley City Zoning Map (see Exhibit D West Valley City Zoning Map for full map)



POSSIBLE USES OF SUBJECT PROPERTY

Land is a very valuable resource and as one astute investor once said, “the good Lord is not creating any more land.” West Valley City currently is approximately already 90% developed and thus the remaining 10% of developable land should be treated very responsibly and with care. Swenson Development takes its duties very serious in evaluating how best to utilize and develop the subject property.

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Having eliminated residential as a possible use of the property, Swenson Development studied other possible uses of the subject property and its viable usage, always keeping in mind that the subject property is in the Overpressure Zone and next to residential properties.

This area of WVC is not in a commercial or business center and the likelihood of success for a shopping center, business plaza or restaurant was deemed to be highly unlikely. Although there could be potential for heavy industry, this could bring in much heavier traffic, larger industrial vehicles, round-the-clock working hours and much more commotion and chaos in the neighborhood. Heavy industry would pose many security and safety concerns for the entire neighborhood. Because of these concerns, anything that would be considered heavy industry or posed these concerns were put to the bottom of the list and eventually eliminated from consideration. We eliminated businesses which would disrupt the neighborhood and cause safety concerns. An important aspect of evaluation was when business activities would be occurring. We tried to focus on businesses that would not require a lot of night activity that would be disruptive to the neighborhood. Swenson Development is very mindful of the neighborhood and wants to be a good partner with West Valley City and the neighborhood.

Therefore, after much consideration and evaluation it has been determined that the best usage of the subject property is to create **self-storage** which can be used for the betterment of the community. **Security and safety** was a very important part of the decision**.** As such, a discussion of **security and safety** warrants its own discussion and will be presented later in this document.

During evaluation, all possible alternatives were discussed. Many were dismissed quickly and others not as quickly. Certainly, permitted and non-permitted uses needed to be identified. Table 1 indicates those uses that are prohibited under M zone. Table 2 shows uses that are permitted under M zone but **WILL NOT** be pursued by Swenson Development. Swenson Development will work with WVC to obtain permitting for the development and usage of Self-Storage facilities.

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Table 1 Non-Permitted uses

Assisted Living Facility	Nursing Home/Convalescent Center	Swap Meet, Indoor
Blood Plasma Center	Office Medical and Dental	Swap meet, Outdoor
Home Occupation	Outdoor Waste Management Facility	Tavern
Hospital	Residential	
Incinerator	Sanitary Landfill	

Table 2 Permitted uses that **WILL NOT** be pursued by Swenson Development

Agricultural Business or Industry	Agriculture	Alternative Financial Service
Artist Studio	Automobile Parts Store	Automobile Sales, New
Automobile Sales, Used	Automobile Service	Bail Bonds Dealer
Brew Restaurant & Liquor Retailer, Small Brewer	Bus Terminal	Cannabis Production Establishment
Caretaker's Dwelling	Commercial Raising, Rental, Stabling, Training and Grazing of Animals	Commissary
Convenience Store	Day Care/Preschool Center	Detention Facility/Jail
Equestrian School	Equity, Fraternal, or Social Club	Event Center
Fast Food Establishment	Financial Institution	Fitness Center
Food Vending unit and Mobile Food Vending Vehicle	Fuel Sales	Furniture Store
Garden Center	Grocery Store	Gun Range
Hardware Store	Heavy Equipment Sales and Service	Heavy Truck and Trailer Sales
Heavy Truck and Trailer Service	Home Improvement Center	Industrial Light
Industrial Heavy	Instructional Facility	Kennel
Laundromat	Lingerie Store	Lodging Facility
Manufacturer of Alcoholic Products	Massage Establishment	Medical Cannabis Pharmacy
Mortuary	Movie Theater	Neighborhood Grocery
Neighborhood Service Establishment	Noncommercial Raising, Training and Grazing of Animals	Off-Premises Beer Retailer
Office, Professional	Outside Display of Merchandise	Parking Lot, Commercial
Parking Structure	Permanent Cosmetic Establishment	Public Utility Installation
Radio and Television Transmission Antennas, Transmitting Stations	Recreation Indoor or Outdoor	Recreational Facility Beer Retailer

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Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	Restaurant, Restaurant On-Premises Beer Retailer, Restaurant Liquor Retailer	Retail Department or Specialty Store
Retail Tobacco Specialty Business	Secondhand Precious Metal Dealer/Processor and/or Precious Gem Dealer	Secondhand Store
Sexually Oriented Business	Shopping Center	State Store/Package Agency
Tobacco Oriented Business	Tattoo Establishment	Taxicab Business
Temporary Land Use	Towing and Impound Yard	Truck Transfer Company
Turf Farm Equipment Manufacturing	Vehicle Recycling Facility	Veterinary Hospital

CONCEPT PLAN – SELF STORAGE

Exhibit E Concept Plan – Self Storage shows a possible layout of self-storage for the subject property. The estimated development schedule is 6-8 months after receiving permits.

CONCEPT PLAN – SECURITY AND SAFETY

As stated earlier, Swenson Development not only evaluated security and safety for self-storage customers but we were/are also cognizant of the neighborhood needs. To be a partner in the neighborhood it is our duty to build and maintain appropriate security to protect our customers as well as the surrounding neighborhood. Ongoing and continual evaluations will be done to monitor and improve the needs surrounding this important topic.

Security will be implemented to safeguard the facilities. The gated entrance to the facility will come from 7200 South Street and there will also be ample lighting as well as security systems with cameras throughout to inhibit any unwarranted activities.

To eliminate areas where nefarious activities could occur, we are requesting a zero setback for the facility with a wall that will protect the residents for their security and privacy. The normal setback from

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residential is 20 feet which leaves a 'dead zone' where individuals could hide and commit illegal acts, create unseemly chaos or generally cause harm. This 'dead zone' would be immediately behind neighboring residences. For their protection and protection of the facility, the zero setback is requested that will allow a wall to be placed at the property line acting as the back wall of storage units which will eliminate the 'dead zone' where the nefarious acts could take place. As stated, within the facility, cameras and security systems will be able to monitor for any unwanted activities and immediate action.

For the property line between the West Valley City property, we ask the city to evaluate rezoning to the M zone which would allow for zero setback thus eliminating the possibility of a 'dead zone.'

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CONCLUSION

We kindly request your assistance in reviewing our proposal for the zoning change from Agriculture to Manufacturing. Our decision for the development of Self Storage Units was made based on our due diligence on the best utilization for the subject property. This is taking into account the subject property's inclusion in zones A and B of the Overpressure Zone with Residential Homes to the North and East, and the Magna Regional Park to the West. We also ask for the evaluation of rezoning the city property next door to M zone to help ensure security and safety of the neighborhood.

We are eager to work collaboratively with West Valley City and other relevant stakeholders to move this project forward.

Thank you for considering our request.

Very Truly,

Paul and Kareen Swenson

Swenson Development

Attachments:

Exhibit A Agent Authorization and Property Tax Notice

Exhibit B Legal Description

Exhibit C Property Plat

Exhibit D West Valley City Zoning Map

Exhibit E Concept Plan – Self Storage

Impact of Self Storage on Property Values

By Hugh Grant
Real Estate Agent with RealMax Realty

November 20, 2023 11:31 AM



The intersection of self storage and real estate property values presents a fascinating aspect of the housing market. While often overlooked, the availability and quality of self storage solutions can significantly influence property valuation. This connection stems from the growing need for space in residential areas, where homes may not always suffice for all storage needs. The presence of nearby, accessible self storage options adds a layer of convenience and functionality to properties, making them more attractive to potential buyers and renters. This introduction explores how self storage facilities impact the real estate market, from offering additional space solutions to affecting the perception and desirability of a neighborhood. Understanding this relationship is crucial for homeowners, real estate agents, and investors alike, as it sheds light on a less-discussed but vital factor that can sway property values.

The following sections delve deeper into the dynamics of how self storage availability intersects with real estate, influencing market trends and property decisions.

Analyzing Local Storage Market Trends

Understanding the local self storage market trends is crucial for real estate professionals and investors. These trends provide insights into the demand for storage space, which in turn can influence real estate values in the area. Factors such as the number of storage facilities, the range of sizes and types of SecurCare self storage units, and their occupancy rates paint a picture of the local market's dynamics. High demand for storage units can indicate a need for additional space among residents, potentially boosting the appeal of properties that offer ample storage solutions or are located near quality storage facilities.

Conversely, an oversupply of storage units in an area might signal a stagnating or declining local real estate market, where housing sizes are sufficient or the population is decreasing. Monitoring these trends helps in making informed decisions about property investments and sales strategies. For instance, in areas with high storage unit demand, highlighting the proximity to reliable storage options like SecurCare can be a significant selling point. This analysis is a vital tool in understanding how storage availability can sway property values and buyer preferences in different real estate markets.

Storage Accessibility and Property Appeal

The accessibility of self storage facilities plays a pivotal role in enhancing the appeal of nearby properties. When storage units are conveniently located, they add significant value to residential areas by addressing the growing need for additional space. This factor is especially important in urban settings where home storage space is often limited.

Key elements that bolster property appeal include:

- **Proximity to Storage Facilities**: Closer facilities mean greater convenience.
- **Variety of Storage Options**: Diverse unit sizes and types cater to different needs.
- **Security Features**: Advanced security increases the attractiveness of the storage.
- **Affordable Pricing**: Competitive storage rates are appealing to property owners.
- **Ease of Access**: Facilities with flexible hours and easy access are more desirable.

The American Planning Association provides resources on urban planning and development, which include the integration of self storage facilities into residential areas. Their inclusion in community planning demonstrates the importance of storage accessibility in overall neighborhood design and development. Properties near well-maintained, secure, and easily accessible storage facilities often see an increase in demand, as they offer an extended benefit to potential buyers or renters.

This proximity to storage solutions can lead to higher property values, as it addresses a crucial need for extra space. Real estate agents and homeowners can leverage this aspect by highlighting the convenience of nearby storage facilities, thus increasing their property's marketability and appeal.

Comparing Property Values with and without Storage

The impact of self storage availability on property values becomes evident when comparing areas with and without such amenities. Properties in localities where secure and accessible storage options are readily available often command higher prices. This trend can be attributed to the added convenience these storage facilities provide to residents, particularly in densely populated or urban areas where in-home storage space is limited. On the other hand, properties in areas lacking these facilities might see a relative decrease in value or slower market growth.

The presence of nearby storage units can be a significant deciding factor for potential buyers or renters who prioritize having additional

space for their belongings. It's not just about the square footage within the home; it's about the total storage solutions available to them.

This factor is increasingly important in modern living situations, where downsizing or living in compact spaces is common. Real estate professionals often observe that homes in proximity to quality storage facilities can attract a broader range of buyers and command higher sale prices or rental rates. This comparison underscores the growing importance of self storage in the real estate market, not only as a standalone industry but as a complementary feature that enhances property value.

Storage as a Selling Point for Buyers

In the real estate market, the availability of self storage can be a significant selling point for buyers.

Properties that have easy access to storage facilities often stand out in the market for several reasons:

1. **Increased Space Efficiency**: Buyers appreciate the option to store seldom-used items offsite.
2. **Decluttering Potential**: Having a storage unit nearby allows homeowners to keep their living spaces neat and organized.
3. **Flexibility for Lifestyle Changes**: Storage units provide a buffer during life transitions like moving or downsizing.

The National Association of Realtors provides resources that emphasize the importance of additional amenities, like nearby storage facilities, in enhancing property value. In marketing a property, highlighting the proximity and convenience of nearby storage options can be a persuasive factor for buyers who value space management. For those living in smaller residences or seeking to downsize, the assurance of easily accessible storage is a relief.

It represents the ability to manage possessions without sacrificing living space. This aspect of real estate marketing taps into the growing trend of efficient space utilization, making properties near storage facilities more desirable. It's a point that resonates with

buyers looking for practical solutions to manage their belongings in today's space-conscious living environments.

Impact of Storage Facilities on Neighborhoods

The presence of self storage facilities can have a notable impact on the overall appeal and development of neighborhoods. Well-maintained and strategically located storage units can enhance a community's attractiveness, contributing positively to the area's perception. They provide a practical solution for residents, especially in neighborhoods where homes may not offer sufficient storage space. This amenity can be particularly appealing for those seeking to declutter their living spaces while pursuing Your Dream Home.

On the flip side, storage facilities that are poorly maintained or excessively large can detract from a neighborhood's charm, potentially affecting property values negatively. It's crucial for these facilities to be integrated thoughtfully into the community, with attention to aesthetics and accessibility.

The impact of self storage on a neighborhood is twofold: it can either be a valuable asset that supports residents' storage needs and enhances the area's desirability, or it can be a detriment if not managed properly. For real estate professionals and community planners, understanding and leveraging the positive aspects of self storage facilities is key to enhancing neighborhood appeal and supporting the local housing market.

Conclusion on Storage and Real Estate Value

Summing up, the interplay between self storage facilities and property values is a nuanced aspect of the real estate market. Recognizing the impact of storage options on the appeal and worth of properties is essential for both homeowners and real estate professionals. Well-integrated and conveniently located storage solutions can significantly enhance property desirability and value,

making them a noteworthy consideration in real estate transactions and neighborhood planning.

From: Jason Nicholes
To: Steve Pastorik
Cc: PnKSwenson@gmail.com
Subject: GPZ-1-2024 support
Date: Friday, April 26, 2024 7:21:37 PM

Mr. Steve Pastorik,

The purpose of this email is to inform you that we are in support of the petition by PAUL AND KAREEN SWENSON requesting a General Plan change from Large Lot Residential to Light Manufacturing and a zone change from A to M for the purpose of building Storage Units at 4053 South 7200 West.

Storage Units is a good answer for this land. We worry about something else coming in that could increase traffic, create an awful odor or be noisy and disruptive.

We live at 4023 South Brandon Court and our backyard is on the north side of the property. We met with Mr. Swenson and he showed us the proposed plan which shows the storage units next to the property line and a 10 foot wall acting as the barrier. We are supportive of the 10 foot wall as a barrier between us rather than a 6 foot fence. In fact, we request that it be 10 foot tall and not shortened and as close to the pre-existing grade before the fill dirt was brought in. We feel this would give us more protection and safety and not allow people to jump into our backyard or throw things over the fence.

We request that the rain runoff be retained within the storage unit system facility and into the WVC storm drain and prohibit as much runoff from coming into our backyard as possible.

Regards,

Jason and Terra Nichols

From: mistyburke32@gmail.com
To: Steve Pastorik
Subject: Support for general plan change
Date: Saturday, April 27, 2024 5:54:04 PM

RE: Support for General Plan change GPZ-1-2024

Steve,

We live at 4020 South Brandon CT and are neighbors to the property located at 4053 S 7200 W. We support the request to change the zoning from agriculture to manufacturing. We met with Paul Swenson who shared with us the plans to build Self Storage Units. We have worried about what could come in behind us and are relieved and comforted with the idea that it will be storage units and not something bothersome.

Paul showed us the plans and said that there are 2 options for what would be at the property line, either a 6 foot solid fence or the back wall of the storage units that is planned to be 10 foot tall. We prefer to have the storage units with a 10 foot wall as a barrier between us and their road. This will keep people away from our backyard and provide more safety and security.

Thank you,

Ray and Misty

Sent from my iPhone

From: Matt Ervin
To: Steve Pastorik
Subject: commend on proposed zoning change, GPZ-1-2024
Date: Tuesday, April 23, 2024 8:39:11 AM

Steve,
I wanted to reach out to you about the proposed planning change GPZ-1-2024. In review of the address, proximity to the new regional park, and being directly abutted to our residential neighborhood, I am opposed to the proposed change. That is not a good location for any type of manufacturing and would simply increase large vehicle traffic on an already dangerous rood to cross (7200 W) which is using by kids and families to get to the new park. In addition, it would not fit the already built neighborhood it directly connects with. I believe this should be kept as Large Lot Residential.

Thank you.

WEST VALLEY CITY
PLANNING COMMISSION PUBLIC HEARING MINUTES
4/24/2024 at 4:00 PM

GENERAL PLAN/ZONE CHANGE APPLICATIONS

Application #: **GPZ-1-2024**
Applicant: **Paul and Kareen Swenson**
Address: **4053 South 7200 West**
Request: **General plan change from Large Lot Residential to Light Manufacturing and zone change from A to M**
Property Size: **2.96 acres**

Paul and Kareen Swenson have submitted a General Plan/zone change application for a 2.96-acre parcel located at 4053 South 7200 West. The property is currently zoned A (Agriculture, minimum lot size ½ acre) and the current General Plan designation is Large Lot Residential (2 to 3 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing.

Surrounding zones include A to the south, R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) to the east, R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the north, and R-1-7 to the west in Magna. Surrounding land uses include a City owned storage lot to the south, single unit dwellings to the north and east, and a Salt Lake County park to the west. The property includes two homes – one built in 1978 and the other built in 1982.

Approximately the west 40% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.

Development Proposal

If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the 20' setback requirement due to security concerns. A development agreement can be used to accomplish the same outcome.

A recent variance example is the self-storage development at 5443 South 6055 West. The buildings along the east side of the property adjacent to residential were built on the property line and are 10' tall.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

Staff received a phone call and visit from a resident in opposition to this application. This resident lives on the street east of the subject property and is concerned about the potential impact of the proposed project on property values and views.

Staff Alternatives:

1. Approval. This application should be approved subject to a development agreement that addresses the applicants' proposed use limitations, the requested setback reduction, and a 10' height limitation for buildings placed along residential property lines.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial.

Discussion: Steve presented the application. He stated he had received an email from a resident nearby expressing concerns about the zone change and the potential of industrial use. After exchanging a few emails, the residents' concerns seemed minimized with self-storage versus industrial use. Steve also stated in the past week he spoke with Elizabeth Borden, who is in attendance and is in opposition to the proposal and discussed two concerns she had. The first being the impact on property value and the second being her views being blocked.

Chair Fuller asked the Commissioners for any questions.

Commissioner McEwen asked if the City has a guarantee that the road improvements for that area will occur in three years? Steve stated the City has plans for the road improvements but has not secured funding and it is not a guarantee.

Commissioner McEwen then asked if we do not require the applicant to do landscaping, what will the condition be. Steve explained the agreement is written that if the City does not do the road improvements by 2030, the landscaping would be required to be put in. Steve stated it could be written in the agreement to have the applicant put gravel in for the short term. Steve stated if the Commission feels that would be too long to wait, that can be a requirement of the application and when the City does the road construction the City will need to pay to replace any landscaping that is damaged. Commissioner McEwen added he feels the

landscaping timeframe is too long and the applicant should be held to the same standard as residents.

With no further questions from Commissioners, Chair Fuller asked if the applicant would like to make any comments.

The applicant, Paul Swenson, 1336 South 10th East, Salt Lake City, addressed the Commissioners. He stated they will accept and do whatever the City requires for the landscaping without any issues and asked everyone to focus on the facts of the project. Mr. Swensen stated they first looked at doing large lot residential housing. When examining the property and the overpressure zone, they could only build four to six homes on this property. As they evaluated the situation, they wondered if they should leave the project or if there was anything that would benefit the area and community. Researching and looking into projects they found that Utah has the highest demand of storage units and stated with all the growth in the valley, there is a need.

After researching traffic concerns and usage of storage units, the applicant found that 25% of the average clientel access their storage unit once a month with the other 75% once or twice a year, explaining the traffic impact in the area will be less than residential, commercial, or industrial.

Another concern, Mr. Swenson stated, is property value. He did research and found a list of what will bring down and hurt the value of properties. He mentioned they did not find anything listing self-storage units as bringing down property value. He quoted from an article from November 2023 and quoted "the availability and quality of self-storage solutions can significantly influence property evaluation. The presence of nearby accessible self-storge options add a layer of convenience and functionality making it more attractive to potential buyers and renters". He went on to say he has personally experienced with a property he owns, an increase in property value with a storage unit building next to the property.

Mr. Swenson stated that safety and security are important to him. He discussed vacant open areas create security and safety issues. He read a statement on how they would work with the City and the neighborhood to help make it a success for everyone. Mr. Swenson asked for time afterwards to address any concerns brought up in this discussion.

Chair Fuller asked if there was anyone here that would like to address this application.

Elizabeth Borden, who lives at 4018 South 7105 West, is located just north of the application. She stated when she moved into the neighborhood, the City was very strict with requirements for what could and could not be used or installed for a higher-grade community built, and asked why the City would put in industrial

zoning against their properties. Steve clarified that this application is not a City application but a developer's application. Elizabeth stated the developer is asking the City to rezone to industrial and the City ordinance is very strict. She stated that putting a 10' foot concrete wall in their community is ugly and 2-story buildings will block their western view. Elizabeth stated there is no green space other than along 7200 West and that does not apply to them for they are on the east side of the property. She asked to put in some green space. She recommended the 20' foot clearance of the property line. She stated they have not had any issues with security in the past seven years. Steve explained the process of the Planning Commission, considering all concerns expressed and taking them into consideration. He stated the decision for a rezone has not been made. Elizabeth stated the concern of xeriscape and no vegetation. Chair Fuller explained the 20' foot area is a security issue and with the building acting as a wall, this takes away that issue. Steve explained in most situations there is a solid fence blocking the view of the 20' foot space and creates an enclosed space. He stated in other situations the City has allowed the building to be built on the property line so there is not a space that cannot be viewed by the public. Commissioner Woodruff asked for the clarification of the building wall size. Steve responded and clarified it will be 10' feet.

Ruth Helvy, 4028 South 7105 West, living on the northeast side of the application, mentioned her addresses in West Valley where she has lived since 1992. She discussed the road noise heard at each location just off 3500 south. Moving to Park Vista she felt they would not have any road noise off 7200 West and 4100 South, explaining there is a lot of road noise. She stated she had hoped for trees in this location. She expressed her concern about the metal concrete building proposed and the elevation of the property, stating there is no other business in the area within miles of this. She expressed concerns of the wall size with no light coming into their backyards and would not want manufacturing next to her home.

Commissioner McEwen asked what kind of fence would be required if the building was not approved to be built on the property line. Steve stated the code requires a 6' foot masonry wall with the 20' foot setback. Commissioner McEwen asked why we would allow a 10' foot building be built there. Steve stated the request is from the applicant. As shown in the presentation, there are examples and photos where the City has allowed storage buildings to be built on the property line next to residential. Steve explained the City does not have to approve the setback exception. If the zoning is approved, we can require the 20' foot setback with the 6' masonry wall in place of the building on the property line.

Eddy Davis, 4019 South Brandon Court, adjoining property on the north side of the application, discussed the history, dirt, and usage of the applicant's property. He asked for clarification regarding the usage of the buildings and whether they will be used for auto repair and maintenance. He stated that fire and explosions are one of his fears and would not want that in his neighborhood. Steve addressed Mr. Davis's questions and confirmed the proposed application usage is for storage units and stated buildings with auto repair shops require different ventilation standards

and would not be allowed. Mr. Davis stated he would not want to see a metal building and a concrete wall when looking out his windows but sometimes a wall makes good neighbors. He feels this is not a neighbor he wants.

Jason Green lives in Layton at 1644 East Spring Road. He spoke of his family being early settlers, being farmers their whole lives. He stated he works with Swenson Development and he researched the community. He explained the building will not be concrete, but a nice building with climate control and fencing around the property, usually 10' feet for security reasons. He discussed the difference between walls and bad neighbors, which one might be better and went on to explain about a development in Kaysville where houses went up around some storage buildings and the home values have gone up.

With no other comments, Mr. Swensen addressed the concerns discussed. He discussed property values and gave an example of a personal property he owned where property values increased by storage buildings. He stated his company did intense research on property values. He spoke of the research and articles that provided information about where property values increased and enhanced the neighborhoods by storage buildings and agreed with Mr. Davis regarding auto repair shops in the neighborhood. Mr. Swensen stated their research found items that bring down the values of neighborhoods. Storage units were never listed. He mentioned that maintenance does impact value and can be addressed with high standards of maintenance and landscaping. Mr. Swenson also discussed traffic, lighting, and noise. Their business does not bring in the type of traffic and noises that cause neighborhood concerns. He stated their units will be gated and locked, and customers will only have access at certain hours of the day. He asked to look at the facts of the proposal, and stated he will work with the neighbors and City.

Chair Fuller closed the meeting and asked the Commissioners if they had any questions.

Commissioner Winters commented on the general use of this property and the overpressure zone that makes a complex situation. There is only a small usage of this property but it does need something. Stating some pros and cons of the usage, he expressed some ideas of the 6' foot wall and 20' foot setback for usable space.

Commissioner Wood expressed her concerns for the neighbors and the building right behind their property line. She stated they have had storage unit projects next to residential neighborhoods come through for years and has been pleasantly surprised when property that had unsightly items, weeds, and smells, are gone and a nice facility is built. Agreeing with Commissioner Winters on what to do with the space behind the wall if required the 20' foot setback is provided, she discussed the landscaping along 7200 west and the timeframe of being installed.

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Chair Fuller asked what the percentage of landscaping for this proposed plan is. Steve mentioned there is not a percentage of landscaping shown on the concept plan and stated the code requirement is 5 % of the total site. If the required

landscaped area along 7200 West does not yield 5%, they would need to add additional landscaping. Code does require landscaping with trees, etc. in the 20' feet setback of the wall if the building is not built on the property line.

Commissioner Wood inquired about two story buildings. Steve stated he did not believe there are two-story storage unit buildings in the City but there are multiple outside the city.

Commissioner Winters asked the distance between the proposed two-story building and the property line. Displaying the map, Steve stated he believes it to be approximately 70' feet. The proposed building D is about 20' feet. Steve mentioned a disclaimer on the concept plans, we do not have engineering for storm drainage which could change the concept design plan.

Commissioner McEwen discussed his concerns regarding landscaping in front. He feels it needs to be completed with the project and the 20' foot setback be included with landscaping behind the masonry wall on the property line. He also is concerned about the buildings being metal with the heat and reflections. He stated that looking at the property surroundings, he does not feel this is the place for this type of project and suggested waiting to see what can be built in the future.

Commissioner Winters asked under City code, what other options are there. Steve went over the current agricultural zoning that requires ½ acre lots for homes. He discussed the two older homes situated on the property existing since the late 70's/early 80's would be able to stay. Discussing the different zones, the challenge of the overpressure zone limiting housing, retail not being an option for the small lot size and low traffic, he felt this was a good use of the property.

Commissioner McEwen asked if there has ever been an exception to the overlay zone. Steve commented that being a safety concern, he could not think of any exceptions being made in an overpressure zone.

Steve addressed the question if there was a minimum height for commercial buildings and stated that code does not require a minimum height but from a functional standpoint, not being an expert on storage units feels 10' feet would be close to a minimum.

Commissioner Wood expressed her concerns with the landscaping and unresolved issues and questioned whether to approve the application with the subject items list being resolved or to continue this item.

Commissioner Winters raised the same concerns and suggested continuing this item to ask the developer to address the concerns raised by the neighbors.

Chair Fuller asked the Commissioners for a motion.

Motion: Commissioner Woodruff motioned that **GPZ-1-2024** be continued to the next meeting to allow commissioners to review the project, how it relates to the neighbors, the 10' foot wall versus the 20' foot setback, and landscaping issues. Requesting the meeting in two weeks be a decision only meeting.

Commissioner Winters seconded the motion.

Chair Fuller ask the commissioners to vote.

Vote:		
	Commissioner Porter	Yes
	Commissioner Winters	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Commissioner Wood	Yes
	Commissioner Layton	Yes
	Chair Fuller	Yes

Unanimously – ZT-1-2024 – Continued

West Valley City does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation or disability in employment or the provision of services. If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting. We will try to provide whatever assistance may be required. The person to contact for assistance is Kirsten Hunt, 801-963-3282.

WEST VALLEY CITY
PLANNING COMMISSION PUBLIC HEARING MINUTES
5/8/2024 at 4:00 PM

Application #:	**GPZ-1-2024**
Applicant:	**Paul and Kareen Swenson**
Address:	**4053 South 7200 West Request: General plan change from Large Lot Residential to Light Manufacturing and zone change from A to M**
Property Size:	**2.96 acres**

This application was continued during the Planning Commission meeting on April 24th.

Paul and Kareen Swenson have submitted a General Plan/zone change application for a 2.96-acre parcel located at 4053 South 7200 West. The property is currently zoned A (Agriculture, minimum lot size ½ acre) and the current General Plan designation is Large Lot Residential (2 to 3 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing.

Surrounding zones include A to the south, R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) to the east, R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the north, and R-1-7 to the west in Magna. Surrounding land uses include a City-owned storage lot to the south, single unit dwellings to the north and east, and a Salt Lake County park to the west. The property includes two homes – one built in 1978 and the other built in 1982.

Approximately the west 40% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.

Development Proposal

If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the 20' setback requirement due to security concerns or the self-storage facility was

constructed before the residential. A development agreement can be used to accomplish the same outcome.

A recent variance example is the self-storage development at 5443 South 6055 West. The buildings along the east side of the property adjacent to residential were built on the property line and are 10' tall.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

Staff received a phone call and visit from a resident in opposition to this application. This resident lives on the street east of the subject property and is concerned about the potential impact of the proposed project on property values and views. Staff also received an email from another nearby resident in opposition to industrial uses on the site. When staff explained that only self-storage was proposed, the resident indicated that if the City can guarantee the self-storage use, he would not oppose the project as much.

Staff presented the following additional information to the Commission during their study meeting on May 1st:

- two emails of support for the project from two of the households directly north (emails are included with this report),
- aerial images of all self-storage facilities in the City that are adjacent to residential,
- photos provided by the applicant that show the space between storage buildings and a masonry wall where a setback exception was not granted,
- information from the self-storage manager for Prime Storage at 4895 W 3500 S describing problems experienced with the setback between the storage buildings and the masonry wall, and
- information from the neighbor of Storage Depot at 1656 W Whitlock Ave Describing problems experienced with the setback between the storage building and the masonry wall.

Staff Alternatives:

1. Approval. This application should be approved subject to a development agreement that includes the following standards:
    a. The use of the property shall be limited to a self-storage facility.
    b. The buildings along the north and east sides of the property may be placed at the property line. The height of buildings placed along the north and east property lines shall be limited to 10 feet.
    c. The Developer shall dedicate 7 feet of right-of-way to the City along the Property's entire frontage on 7200 West.
    d. In lieu of installing the off-site improvements required in Section 7-2-117 of West Valley City Code, the Developer shall make a cash payment to the City equal to
    the estimated cost of said improvements as determined by the City Engineer.

e. Rock or bark mulch shall be installed within the 20' setback area along 7200 West prior to the issuance of a business license. The installation of the irrigation and live-plant material landscaping required in Section 7-6-303 of the West Valley City Code may be delayed until the reconstruction of 7200 West is complete, or until September 30, 2030, whichever first occurs.

f. The Developer shall grant a temporary construction easement to the City for the reconstruction of 7200 West. The easement shall apply to the westerly 20 feet of the Property along the entire 7200 West frontage after the dedication described in item 3 above. The temporary construction easement shall commence upon the beginning of actual 7200 West construction on the Property and shall continue only until 7200 West project construction on the Property is complete, or for three (3) years, whichever first occurs.

2. Approval. This application should be approved subject to a development agreement that includes standards a, b, c, d, and f from approval option 1 above.

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial.

Discussion: Steve presented the continued application and asked the commissioners if they had any questions.

Chair Fuller noted the total number of commissioners is seven and there were four in attendance at the meeting. He stated there will need to be a majority vote with decisions made.

Chair Fuller asked for any questions or comments. Commissioner Woodruff stated he had concluded at the previous meeting that the proposed use was inappropriate and expressed a desire to visit the site. He considered the various potential uses for the overpressure zone that could benefit the neighbors. After reviewing the pros and cons and evaluating the options provided the previous week, he determined that avoiding the creation of a dead space and placing a building along the north and east property lines would be the best approach for both the project and the neighbors. Commissioner Woodruff remarked that, given the limited choices, this would be the right decision.

Chair Fuller asked Commissioner Lovato and Commissioner Wood if they had any questions. With no further questions, Chair Fuller asked for a motion.

Motion: Commissioner Woodruff motioned to approve **GPZ-1-2024** as proposed by staff with option #1, a though f.

Commissioner Wood seconded the motion.

Vote:	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Chair Fuller	Yes

Majority – GPZ-1-2024 – Approved

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MAY 21, 2024 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

ABSENT:

Don Christensen, Councilmember At-Large

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Candace Whitaker, Acting Parks and Recreation Director *(electronically)*
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD MAY 14, 2024

The Council considered the Minutes of the Study Meeting held May 14, 2024. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Study Meeting held May 14, 2024. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF MAY 21, 2024

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council meeting scheduled later this night.

PUBLIC HEARINGS SCHEDULED FOR MAY 28, 2024

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-3-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) FOR PROPERTY LOCATED AT 3575 SOUTH 5200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 28, 2024, in order for the City Council to hear and consider public comments regarding Application Z-3-2024, Filed by West Valley City, Requesting a Zone Change from A (Agriculture, Minimum Lot Size ½ Acre) to R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) for Property Located at 3575 South 5200 West

Proposed Ordinance 24-19 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-19, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3575 SOUTH 5200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET)

Steve Pastorik, CED, discussed proposed Ordinance 24-19 that would amend the Zoning Map to Show a Change of Zone for Property Located at 3575 South 5200 West from A (Agriculture, Minimum Lot Size ½ Acre) to R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet).

Written documentation previously provided to the City Council included information as follows:

> City staff is requesting a zone change on 0.38 acres of a 0.93-acre parcel at 3575 South 5200 West from A (Agriculture, minimum lot size ½ acre) to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000

square feet). Surrounding zones include A to the north and south, R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the west and RM (Multiple Unit Dwelling Residential) to the east. The property is surrounded by single unit dwellings to the north and a portion of west, duplexes to the south and the remaining west portion, and the soon to be Kiowa Court Subdivision of single unit dwellings to the east. The subject property is designated as Low Density Residential (3 to 4 units/acre) in the General Plan.

The City recently rezoned roughly the east half of the subject parcel to RM last year to facilitate the Kiowa Court Subdivision. The subject parcel is currently 0.93 acres; however, once the Kiowa Court Subdivision is recorded, the remaining portion of the subject parcel will be 0.38 acres, which is below the required ½ acre required in the A zone. By approving this zone change, the remaining 0.38-acre parcel will comply with the area requirements of the R-1-10 zone.

Mayor Lang asked if there would be any changes to the property. Steve replied no. Councilmember Nordfelt asked if the owners have been made aware and if there is a current agricultural use on the property. Steve replied that the property owners have been sent notice and there does not appear to be agricultural use on the property.

The City Council will consider Ordinance 24-19 at the Regular Council Meeting scheduled May 28, 2024 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-1-2024, FILED BY PAUL AND KAREEN SWENSON, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 28, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-1-2024, Filed By Paul and Kareen Swenson, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4053 South 7200 West.

Proposed Ordinance 24-20, Ordinance 24-21, and Reso 24-81 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-20, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Ordinance 24-20 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4053 South 7200 West

Written documentation previously provided to the City Council included information as follows:

> If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.
>
> The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.
>
> The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

ACTION: ORDINANCE NO. 24-21, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

Steve Pastorik, CED, discussed proposed Ordinance 24-21 that would amend the

Zoning Map to Show a Change of Zone for Property Located at 4053 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Written documentation previously provided to the City Council included information as follows:

> If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.
>
> The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.
>
> The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

ACTION: RESOLUTION NO. 24-81, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PAUL SWENSON FOR APPROXIMATELY 2.96 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4053 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Resolution 24-11 that would authorize the City to Enter into a Development Agreement with Paul Swenson for Approximately 2.96 Acres of Property Located at Approximately 4053 South 7200 West.

Written documentation previously provided to the City Council included information as follows:

Paul and Kareen Swenson have submitted a General Plan/zone change application (GPZ-1-2024) on 2.96 acres to change the General Plan from Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The proposed use for the property is a self-storage facility.

The proposed development agreement:

1. limits the use of the property to a self-storage facility,
2. allows buildings to be built at the property line along the north and east sides of the property,
3. requires 7 feet of right-of-way dedication along 7200 West,
4. requires a cash payment to the City in lieu of off-site improvements due to the upcoming road project planned along 7200 West,
5. delays the installation of live-plant material and irrigation to avoid the City replacing these items with the 7200 West project, and
6. requires a temporary construction easement to the City to facilitate the 7200 West project.

Councilmember Whetstone stated that there are homes on the Magna side that are located in the overpressure zone. Steve replied that he is unsure how this occurred but noted that the homes may have been constructed prior to the overpressure zone being put in place. Councilmember Fitisemanu asked if there is a market for self-storage in the City. Steve replied that he can provide a map of all storage unit projects in the City and added that the developer has done a detailed market analysis and has found there is a demand. Mayor Lang stated that a resident had expressed concern to her regarding the zone change but once they were informed of the storage unit project, they were comfortable with the proposal. Councilmember Harmon asked if there is a restriction on business hours. Steve replied that he will ask the applicant. Mayor Lang verified that there will be no live in manager. Steve replied no.

The City Council will consider Ordinance 24-20, Ordinance 24-21, and Resolution 24-81 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M.

C. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2024, FILED BY WEST VALLEY CITY, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE,**

MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 28, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-2-2024, Filed By West Valley City, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4063 South 7200 West

Proposed Ordinance 24-22 and Ordinance 24-23 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-22, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Ordinance 24-22 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4063 South 7200 West

Written documentation previously provided to the City Council included information as follows:

> The property is owned by West Valley City, used by Public Works to store garbage cans, and used by Animal Control to house larger animals. Approximately the west 50% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.
>
> Staff is proposing these changes for several reasons. First, the outside storage of garbage cans is not an allowed use in the A zone. Second, the housing of animals is still allowed in the M zone. Third, the overpressure zone does not allow residential, which is allowed in the A zone, on roughly 50% of this property. Fourth, a General Plan/zone change application was also submitted on the property directly north for a General Plan designation of Light Manufacturing and M zoning. If the application on the adjoining property is approved, the applicant intends to develop storage units on the property. If the zoning on the subject property remains A, the storage units will be required to meet a 20’ setback from the A zone and a 20’ height limitation at the minimum setback. These requirements would not apply if the subject property is zoned M.

ACTION: ORDINANCE NO. 24-23, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

Steve Pastorik, CED, discussed proposed Ordinance 24-23 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4063 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Written documentation previously provided to the City Council included information as follows:

> The property is owned by West Valley City, used by Public Works to store garbage cans, and used by Animal Control to house larger animals. Approximately the west 50% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.
>
> Staff is proposing these changes for several reasons. First, the outside storage of garbage cans is not an allowed use in the A zone. Second, the housing of animals is still allowed in the M zone. Third, the overpressure zone does not allow residential, which is allowed in the A zone, on roughly 50% of this property. Fourth, a General Plan/zone change application was also submitted on the property directly north for a General Plan designation of Light Manufacturing and M zoning. If the application on the adjoining property is approved, the applicant intends to develop storage units on the property. If the zoning on the subject property remains A, the storage units will be required to meet a 20' setback from the A zone and a 20' height limitation at the minimum setback. These requirements would not apply if the subject property is zoned M.

Councilmember Fitisemanu asked if there are any 5-10 year goals for this property. Steve replied not currently. Mayor Lang asked if the garbage cans are being stored inside a building. Steve replied that the property is vacant and storage is outside. Mayor Lang asked if there is a coral and hay for large animals. Layne replied yes.

The City Council will consider Ordinance 24-22 and Ordinance 24-23 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M.

RESOLUTION 24-82: APPROVE AN AMENDMENT TO THE WIRELESS FRANCHISE PERMIT AGREEMENT BETWEEN WEST VALLEY CITY AND T-MOBILE WEST LLC

Eric Bunderson, City Attorney, presented proposed Resolution 24-82 that would approve an Amendment to the Wireless Franchise Permit Agreement Between West Valley City and T-Mobile West LLC.

Written documentation previously provided to the City Council included information as follows:

> In 2000, the City entered into a Wireless Franchise Permit Agreement with the predecessor in interest to T-Mobile West LLC. This agreement expires in 2025. T-Mobile requested an extension of five years and two five year options. As provided in the original agreement, the annual lease payment increases 20% per term. The payment would increase to $20,902 per year during the first term. If the two options are exercised by T-Mobile, the payment during those terms would increase to $25,082/year and $30,099/year respectively.
>
> These rates are competitive with similar sites along the Wasatch Front. The existing site is within the right of way but well away from the asphalt and is unlikely to impede any required maintenance on the road.

The City Council will consider Resolution 24-82 at the Regular Council Meeting scheduled May 28, 2024 at 6:30 P.M

RESOLUTION 24-83: AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE TRAINING AGREEMENT WITH CENTURA HEALTH CORPORATION

John Evans, Fire Chief, presented proposed Resolution 24-83 that would Authorize the City to Enter Into a Cooperative Training Agreement with Centura Health Corporation.

Written documentation previously provided to the City Council included information as follows:

> West Valley City Fire Department has an established relationship with the now Holy Cross Hospital Jordan Valley West (JVW) for medical training for our paramedic providers to receive clinical practice and training in advanced airway management. As part of the Critical Care Paramedic program a guideline was set that all providers who are trained to perform Rapid Sequence Intubation must have one clinical training session per year in an operating theater to maintain the certification.
>
> Whereas Centura Health has purchased JVW and its affiliates in the state of Utah a new training affiliation agreement is required in order to continue this clinical training arrangement.

> The requirements placed on WVC Fire are that all participating paramedics have proof of professional liability coverage (all personnel are already covered). That all participants possess the necessary clinical experience and training for the activity. And that all participants comply with the rules and policies of the hosting facility, in addition to any applicable laws and regulations.

Councilmember Huynh stated that he received a concern from a resident who complained that the West Valley ambulances don't go to preferred hospitals. Chief Evans replied that if it's a critical care incident, the State requires transport to the nearest hospital. He indicated that there are also certain restrictions with Medicare and Medicaid but aside from that, ambulances will take them to their preferred location. Councilmember Whetstone agreed that this had been his experience as well with a family member.

The City Council will consider Resolution 24-83 at the Regular Council Meeting scheduled May 28, 2024 at 6:30 P.M

RESOLUTION 24-84: APPROVE THE PURCHASE OF TWO FORD F-450 AMBULANCE CABS AND CHASSIS FROM KEN GARFF FORD

John Evans, Fire Chief, presented proposed Resolution 24-84 that would approve the Purchase of Two Ford F-450 Ambulance Cabs and Chassis from Ken Garff Ford.

Written documentation previously provided to the City Council included information as follows:

> To maintain the City's Ambulance fleet in good condition, the Fleet Division recommends the replacement of two Ford F-450 ambulance cab and chassis from Ken Garff Ford. These trucks will be drop shipped to Houston, Texas to have the ambulance modules installed at Frazer Ambulance Company. In doing so the city was able to save $15,000 on shipping and mark-up charges on the trucks. The two ambulances being replaced are 2017 Ford F-450s and will be 9 years old by the time this transaction is completed. Ken Garff Ford has the state contract to sell Ford Vehicles. The price indicated below is a competitive price and the product meets the City's needs.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
2	Ford F-450 ambulance cab and chassis	$70,232.14
	TOTAL	$140,464.28

The City Council will consider Resolution 24-84 at the Regular Council Meeting scheduled May 28, 2024 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR MAY 28, 2024

A. **RESOLUTION 24-85: RATIFY THE CITY MANAGER'S APPOINTMENT OF NANCY DROZDEK TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2024 TO JULY 1, 2028**

Mayor Lang discussed proposed Resolution 24-85 that would ratify the City Manager's Appointment of Nancy Drozdek to the West Valley Planning Commission for a Term from July 1, 2024 to July 1, 2028.

Written documentation previously provided to the City Council included information as follows:

> The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.
>
> Brent Fuller, who has served on the Planning Commission since 1992, is retiring from Planning Commission service. Nancy Drozdek has been recommended for appointment as a member of the Planning Commission to take Brent Fuller's place. Her term will run from July 1, 2024 to July 1, 2028.
>
> Nancy Drozdek has been a resident of West Valley City for over 20 years. She received a B.S. in Urban Planning from the University of Utah and interned for the West Valley City Planning and Zoning Division in the early 2000s. She serves in several volunteer capacities including University Neighborhood Partners (UNP) Steering Committee, Westside Community United, UNP Environmental Justice Committee, and Breathe 4 Trees.

B. **RESOLUTION 24-86: RATIFY THE CITY MANAGER'S APPOINTMENT OF HEIDI ROGGENBUCK AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE**

Mayor Lang discussed proposed Resolution 24-86 that would ratify the City Manager's Appointment of Heidi Roggenbuck as a Member of the Clean and Beautiful Committee.

Written documentation previously provided to the City Council included information as follows:

> Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

C. **RESOLUTION 24-87: RATIFY THE CITY MANAGER'S APPOINTMENT OF JORDAN DALE TRAVIS AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE**

Mayor Lang discussed proposed Resolution 24-87 that would ratify the City Manager's Appointment of Jordan Dale Travis as a Member of the Clean and Beautiful Committee.

Written documentation previously provided to the City Council included information as follows:

> Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

D. **RESOLUTION 24-88: RATIFY THE CITY MANAGER'S APPOINTMENT OF JORDAN TAYLOR TRAVIS AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE**

Mayor Lang discussed proposed Resolution 24-88 that would ratify the City Manager's Appointment of Jordan Taylor Travis as a Member of the Clean and Beautiful Committee.

Written documentation previously provided to the City Council included information as follows:

> Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

E. **RESOLUTION 24-89: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE ASSOCIATION OF UNIT OWNERS OF EDGEWOOD CONDOMINIUMS FOR PROPERTY LOCATED AT 2968 WEST 3650 SOUTH**

Mayor Lang discussed proposed Resolution 24-89 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Perpetual Easement and a Temporary Construction Easement With and From the Association of Unit Owners of Edgewood Condominiums for Property Located at 2968 West 3650 South

Written documentation previously provided to the City Council included information as follows:

> The Association of Unit Owners of Edgewood Condominiums property located at 2968 West 3650 South is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Perpetual Easement and a Temporary Construction Easement is $107,700.00 and was based upon the appraisal report prepared by Integra Realty Resources.
>
> The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $7,921.29.

F. **RESOLUTION 24-90: ACCEPT A SPECIAL WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FROM GARFF PROPERTIES-5600, LLC FOR PROPERTY LOCATED AT 4770 SOUTH 5600 WEST**

Mayor Lang discussed proposed Resolution 24-90 that would accept a Special Warranty Deed and a Temporary Construction Easement from Garff Properties-5600, LLC for Property Located at 4770 South 5600 West.

Written documentation previously provided to the City Council included information as follows:

> The Garff Properties-5600, LLC property is located at 4770 South 5600 West. As part of the 2025 Asphalt Overlay Project, 4700 South will be overlayed from 5600 West to 6000 West. Included in this project will be the widening and construction of improvements on the south side of 4700 South along the frontage of the Garff parcel. These improvements and widening are intended to align with 4700 South improvements on the east side of 5600 West which are currently under contract.
>
> Garff Properties-5600, LLC has signed the Special Warranty Deed and Temporary Construction Easement to allow for said future widening and construction of improvements.

The City Council will consider Resolutions 24-85 through 24-90 on the Consent Agenda at the Regular Council Meeting scheduled May 28, 2024 at 6:30 P.M

COMMUNICATIONS

A. PUBLIC COMMENT ORDINANCE DISCUSSION

Nichole Camac, City Recorder, indicated that Councilmember Nordfelt had requested potential language updating language regarding Public Comment. She asked if the Council was comfortable with the draft ordinance.

After brief discussion, the Council agreed to proceed.

The Mayor and Council had no further questions or concerns.

B. COUNCIL REQUESTED FOLLOW UP

Mayor Lang noted that two emails were sent regarding the Supreme Court Homeless Discussion and Code Enforcement/Courtesy Notice Follow Up. She asked if the Council had any further questions.

The Mayor and Council had no further questions or concerns.

C. COUNCIL CALENDAR

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

N/A

B. COUNCIL REPORTS

N/A

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MAY 21, 2024 WAS ADJOURNED AT 5:08 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Study Meeting of the West Valley City Council held Tuesday, May 21, 2024.

Nichole Camac

Nichole Camac, CMC
City Recorder

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MAY 28, 2024 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large *(arrived as noted)*
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(electronically)*

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CD Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, ED Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD MAY 21, 2024

The Council considered the Minutes of the Study Meeting held May 21, 2024. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Study Meeting held May 21, 2024. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF MAY 28, 2024

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council meeting scheduled later this night.

PUBLIC HEARINGS SCHEDULED FOR JUNE 4, 2024

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-1-2024, FILED BY PAUL AND KAREEN SWENSON, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 4, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-1-2024, Filed By Paul and Kareen Swenson, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4053 South 7200 West.

Proposed Ordinance 24-20, Ordinance 24-21, and Reso 24-81 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-20, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Ordinance 24-20 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4053 South 7200 West

Written documentation previously provided to the City Council included information as follows:

> If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be

problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

ACTION: ORDINANCE NO. 24-21, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

Steve Pastorik, CED, discussed proposed Ordinance 24-21 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4053 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Written documentation previously provided to the City Council included information as follows:

If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20' building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20' setback be reduced to 0' to

eliminate a 20' space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City's Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City's application is approved, the 20' setback would not apply along the south property line.

ACTION: RESOLUTION NO. 24-81, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PAUL SWENSON FOR APPROXIMATELY 2.96 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4053 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Resolution 24-11 that would authorize the City to Enter into a Development Agreement with Paul Swenson for Approximately 2.96 Acres of Property Located at Approximately 4053 South 7200 West.

Written documentation previously provided to the City Council included information as follows:

Paul and Kareen Swenson have submitted a General Plan/zone change application (GPZ-1-2024) on 2.96 acres to change the General Plan from Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The proposed use for the property is a self-storage facility.

The proposed development agreement:

1. limits the use of the property to a self-storage facility,
2. allows buildings to be built at the property line along the north and east sides of the property,
3. requires 7 feet of right-of-way dedication along 7200 West,
4. requires a cash payment to the City in lieu of off-site improvements due to the upcoming road project planned along 7200 West,
5. delays the installation of live-plant material and irrigation to avoid the City replacing these items with the 7200 West project, and
6. requires a temporary construction easement to the City to facilitate the 7200 West project.

Steve Pastorik, CD Director, provided a map displaying the current locations of storage units in the City.

Councilmember Nordfelt arrived at 4:32 PM.

Steve also provided the number of units per capita square feet in comparison to other cities. Councilmember Fitisemanu thanked staff for the information provided. Steve also noted that the hours would be as follows:

Office Hours
Mon – Fri: 8:00 - 6:00
Saturday: 9:00 - 1:00
Sunday: Closed

Customer Access by Security Pass
Mon – Fri: 6:00 - 9:00
Saturday: 6:00 - 9:00
Sunday: 6:00 - 9:00

The City Council will consider Ordinance 24-20, Ordinance 24-21, and Resolution 24-81 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2024, FILED BY WEST VALLEY CITY, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 4, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-2-2024, Filed By West Valley City, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4063 South 7200 West

Proposed Ordinance 24-22 and Ordinance 24-23 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-22, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST

Steve Pastorik, CED, discussed proposed Ordinance 24-22 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4063 South 7200 West

Written documentation previously provided to the City Council included information as follows:

> The property is owned by West Valley City, used by Public Works to store garbage cans, and used by Animal Control to house larger animals. Approximately the west 50% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.
>
> Staff is proposing these changes for several reasons. First, the outside storage of garbage cans is not an allowed use in the A zone. Second, the housing of animals is still allowed in the M zone. Third, the overpressure zone does not allow residential, which is allowed in the A zone, on roughly 50% of this property. Fourth, a General Plan/zone change application was also submitted on the property directly north for a General Plan designation of Light Manufacturing and M zoning. If the application on the adjoining property is approved, the applicant intends to develop storage units on the property. If the zoning on the subject property remains A, the storage units will be required to meet a 20' setback from the A zone and a 20' height limitation at the minimum setback. These requirements would not apply if the subject property is zoned M.

ACTION: ORDINANCE NO. 24-23, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

Steve Pastorik, CED, discussed proposed Ordinance 24-23 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4063 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Written documentation previously provided to the City Council included information as follows:

> The property is owned by West Valley City, used by Public Works to store garbage cans, and used by Animal Control to house larger animals. Approximately the west 50% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B.

Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.

Staff is proposing these changes for several reasons. First, the outside storage of garbage cans is not an allowed use in the A zone. Second, the housing of animals is still allowed in the M zone. Third, the overpressure zone does not allow residential, which is allowed in the A zone, on roughly 50% of this property. Fourth, a General Plan/zone change application was also submitted on the property directly north for a General Plan designation of Light Manufacturing and M zoning. If the application on the adjoining property is approved, the applicant intends to develop storage units on the property. If the zoning on the subject property remains A, the storage units will be required to meet a 20' setback from the A zone and a 20' height limitation at the minimum setback. These requirements would not apply if the subject property is zoned M.

The City Council will consider Ordinance 24-22 and Ordinance 24-23 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M.

C. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2023-2024 BUDGET**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 4, 2024, in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2023-2024 Budget

Proposed Ordinance 24-15 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-24, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

Jim Welch, Finance Director, discussed proposed Ordinance 24-24 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

Written documentation previously provided to the City Council included information as follows:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.

A Public Notice was posted May 23, 2024, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held June 4, 2024, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah

The City Council will consider Ordinance 24-24 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M.

ORDINANCE 24-25: AMEND SECTION 2-1-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING COUNCIL MEETINGS

Nichole Camac, City Recorder, presented proposed Ordinance 24-25 that would amend Section 2-1-107 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Council Meetings

Written documentation previously provided to the City Council included information as follows:

Section 2-1-107 of the West Valley City Municipal Code establishes requirements for members of the public to address City Council meetings. This ordinance would amend Section 2-1-107 to add an instruction to limit remarks to City business.

The City Council will consider Resolution 24-25 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M

RESOLUTION 24-91: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY TO USE THE ULEISA SYSTEM

Chief Colleen Jacobs presented proposed Resolution 24-91 that would authorize the City to Enter into a Memorandum of Agreement with the Department of Public Safety to Use the Uleisa System.

Written documentation previously provided to the City Council included information as follows:

The Department of Public Safety manages the ULEISA program to coordinate information sharing across law enforcement agencies. This agreement establishes

terms and conditions for program participation. Member agencies are required to ensure that access to ULEISA resources complies with all federal and state laws and that their records management systems are able to interface with the DPS system.

Councilmember Whetstone asked if there is a similar program at a State or National level. Chief Jacobs stated that this is replacing a current program. She noted that while this agreement is particular to Salt Lake County, the County also ties into the State. She indicated that this system is used to help determine a history on individuals.

The City Council will consider Resolution 24-91 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M

RESOLUTION 24-92: AWARD A CONTRACT TO M.C. GREEN AND SONS FOR THE BRIGHTON CANAL PROJECT

Dan Johnson, PW Director, presented proposed Resolution 24-92 that would award a Contract to M.C. Green and Sons for the Brighton Canal Project.

Written documentation previously provided to the City Council included information as follows:

Bids were opened for the project on May 14, 2024. A total of four (4) bids were received. The lowest responsible bidder was M.C. Green & Sons, Inc. in the amount of $2,064,887.00.

This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area from Redwood Road to 2600 West. The project will also remove an old bridge over the former Brighton Canal at Decker Lake Blvd.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

The City Council will consider Resolution 24-92 at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR JUNE 4, 2024

A. **RESOLUTION 24-93: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED**

AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BUBO, LLC FOR PROPERTY LOCATED AT 3185 WEST LANCER WAY

Mayor Lang discussed proposed Resolution 24-93 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Bubo, LLC for Property Located at 3185 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

> The Bubo, LLC parcel located at 3185 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $26,000.00 and based upon the appraisal report prepared by Integra Realty Resources.
>
> The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $1,760.20.

B. **RESOLUTION 24-94: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED, A PUBLIC UTILITY EASEMENT, AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM KEZO 27, LLC FOR PROPERTY LOCATED AT 3167 WEST LANCER WAY**

Mayor Lang discussed proposed Resolution 24-94 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed, a Public Utility Easement, and a Temporary Construction Easement With and From Kezo 27, LLC for Property Located at 3167 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

> The Kezo 27, LLC parcel located at 3167 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on

Lancer Way. Compensation for the purchase of the Warranty Deed, Public Utility Easement, Temporary Construction Easement and improvements is $21,900.00 and based upon the appraisal report prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $1,482.63.

C. **RESOLUTION 24-95: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DONAJI PROPERTIES, LLC FOR PROPERTY LOCATED AT 3153 WEST LANCER WAY**

Mayor Lang discussed proposed Resolution 24-95 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Donaji Properties, LLC for Property Located at 3153 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

The Donaji Properties, LLC parcel located at 3153 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $12,400.00 and negotiated based upon the appraisal report prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $839.48.

The City Council will consider Resolutions 24-93, 24-94, and 24-95 on the Consent Agenda at the Regular Council Meeting scheduled June 4, 2024 at 6:30 P.M

COMMUNICATIONS

A. COUNCIL CALENDAR

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Fitisemanu requested a communication related to renewable energy and the City's goal to be Net-Zero by 2030. He stated that HB411 is still being discussed and there are still options for communities to participate.

B. COUNCIL REPORTS

COUNCILMEMBER HARMON- THE MILL AT SLCC

Councilmember Harmon stated that he attended an opening of The Mill at SLCC. He stated that it was a great event and would like to see something similar in West Valley City.

C. REVIEW AGENDAS FOR REGULAR REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND MUNICIPAL BUILDING AUTHORITY MEETINGS SCHEDULED JUNE 4, 2024

Jim Welch, Finance Director, indicated that all three meetings would have approval and adoption of the final budgets. He noted that there were no changes from the adoption of the tentative budget that occurred on May 7, 2024. Mr. Welch also indicated that there was one budget opening on the Housing Authority agenda to accept additional funding from HUD.

Councilmember Whetstone asked if funds in Housing Authority are used 100% toward vouchers. Layne Morris, CPD Director, stated that the Housing Authority is funded through the Federal Government and receives 538 vouchers that must be awarded under specific criteria in conjunction with administrative costs.

MOTION FOR CLOSED SESSION

Councilmember Whetstone moved to adjourn and reconvene in a Closed Session for discussion of disposition of real estate. Councilmember Harmon seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

Councilmember Fitisemanu	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MAY 28, 2024 WAS ADJOURNED AT 5:02 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Study Meeting of the West Valley City Council held Tuesday, May 28, 2024.

Nichole Camac, CMC
City Recorder

THE WEST VALLEY CITY COUNCIL RECONVENED IN CLOSED SESSION ON TUESDAY, MAY 28, 2024 AT 5:06 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
Will Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(electronically)*

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney

Jonathan Springmeyer, ED Director
Steve Pastorik, CD Director
Jim Welch, Finance Director
Jamie Young, Parks and Recreation
John Evans, Fire Chief

The City Council met in Closed Session and discussed the disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE CLOSED SESSION OF MAY 28, 2024 WAS ADJOURNED AT 5:59 P.M. BY MAYOR LANG.

Nichole Camac – City Recorder

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JUNE 4, 2024 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1 *(arrived as noted) (electronically)*
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Kent Stokes, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON
Councilmember Harmon provided a brief summary on civics and asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 28, 2024
The Council considered the Minutes of the Regular Meeting held May 28, 2024. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held May 28, 2024. Councilmember Whetstone seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

PUBLIC COMMENT PERIOD

A. **PUBLIC COMMENTS**

Kate Rufener, a resident of West Valley City and team lead for the Keep West Valley Performing group, expressed gratitude for the council's time and their cooperation over the past few weeks to find beneficial solutions for the residents. She was confused and concerned by a previous comment suggesting the city decided to exit the theater business, as West Valley Arts is a city program deserving of consideration for its significant contributions, such as theater education, cultural enrichment, and community development. Rufener pointed out that labeling the program as a business was startling and raised concerns about how it is evaluated alongside other subsidized city programs. She questioned if other city programs like sidewalks, historical sites, senior centers, libraries, soccer fields, and swimming pools are judged by their return on investment or revenue generation, highlighting the absurdity of such a perspective. She argued that demanding West Valley Arts to run like a business suggests any city program could be closed or abandoned based on the governing body's current preferences. Rufener acknowledged concerns about the program's funding and management but attributed them to the erroneous business-like evaluation of the program. She warned that removing the program from the city's budget could set a precedent for other valuable programs to be cut or privatized. Rufener urged the city leaders to reconsider their approach and prioritize the West Valley Arts program as essential to the community's well-being and deserving of budgetary support. She concluded by asking what resident would want to live in a city where beloved programs are continually at risk of being cut. She thanked the council for their time and consideration.

Brandon Rufener, a long-term resident of West Valley City, stated that he lived there for 41 of his 42 years. He left in 2008 to pursue a law degree at an out-of-state college but returned to complete his studies at the University of Utah. Rufener chose to return to West Valley to raise his family due to its diverse community and wide range of programs, including recreation centers, a cultural celebration center, the Maverick Center, and a top-tier theater. Rufener addressed a narrative that in 2017, when the Hale Centre Theatre left, it took its business with it. He viewed this differently, seeing it as the theater leaving a gift to West Valley. He emphasized that only West Valley City has a theater bearing its name,

mentioned alongside prominent theaters like the Eccles Theatre and the Hale Centre Theatre, and noted that West Valley's performing arts center won a "Best of State" award in 2024. This unique and valuable asset is something other cities lack. He referenced Councilman Harmon's point about living in a republic and reminded the City Council of their duty to represent the citizens. While acknowledging past council members' focus on balancing the budget and stopping financial issues, Rufener urged the current Council to remember their duty to use funds for the betterment of residents' lives. He questioned whether the city would truly be better without a top-performing arts program and believed that it would not be. Rufener concluded by urging the Council to allocate funds for the West Valley Performing Arts program through 2025 and beyond. By doing so, they would reaffirm their commitment to diverse programming and ensure residents continue to benefit from this unique and valuable gift. He thanked the Council for their time.

Armando Serrano, who has worked at various performing arts venues, including the West Valley Performing Arts, shared his experiences. Born in Mexico, he immigrated to the U.S. at the age of two, and like many residents of West Valley, English is not his first language. Serrano emphasized that West Valley is home to the most diverse population in Utah, with many residents, like himself, calling another country home. He highlighted statistics from the Utah New American Task Force, noting that nearly 300,000 immigrants live in Utah, contributing significantly to state and federal taxes. West Valley has the largest immigrant population in the state, with 22% of its residents born outside the U.S. and over 40% being Hispanic or Latino. Serrano praised the West Valley Performing Arts for its dedication to diversity, equity, and inclusion. He shared examples such as inviting a local school for the deaf for workshops and ensuring ASL translations for every show. For the production of "In the Heights," they translated posters into Spanish, conducted bilingual outreach, collaborated with local Latino influencers, and hosted cultural events. This inclusivity made a profound impact on the community, with many expressing that it was their first theater experience and they felt represented on stage. He recounted how a performer from Japan was able to extend her visa and contribute to the economy thanks to work from West Valley Performing Arts. Serrano himself, a DACA recipient, stressed the importance of his work there, which supports his case to remain in the U.S. every two years. He underscored that keeping West Valley Performing Arts open means continuing to celebrate the rich histories and backgrounds of all community members. Serrano concluded by thanking the council for considering the continuation of the West Valley Performing Arts Center, noting its role in celebrating the diverse cultures of West Valley residents, from quinceañeras to monster truck rallies.

Jeff Stinson expressed his love for live theater and shared his positive experiences at the West Valley Performing Arts Center. He mentioned running a Facebook group called the Salt Lake Society for Seeing Things and Eating Things, which combines dining at local restaurants with attending theater performances. The group was excited about attending "The Lightning Thief" next weekend and dining in West Valley. Stinson also spoke as a member of the local business community, serving as the CTO for Holiday Oil, a company with its corporate office in West Valley and celebrating its 60th anniversary. He noted that the company's founder, Jerry Wagstaff, was one of the original three commissioners who established the West Valley City Government. Holiday Oil has seven locations in West Valley, and Stinson highlighted that their best sales days coincide with community events, such as those hosted by the West Valley Performing Arts Center. Stinson shared his experience working with Jerry Wagstaff, who was deeply committed to the community and providing opportunities for its residents. He emphasized Holiday Oil's support for keeping the theater open and mentioned the company's willingness to partner with a new entity to fundraise and raise awareness if the theater's management transitions to a new organization. Stinson concluded by thanking the council for considering opportunities to keep the theater operational.

Wendy discussed the important relationship between curb appeal and perceived value, relating these concepts to the West Valley Theater Arts. She cited Lawn Love, a website that connects homeowners with landscaping professionals, emphasizing that curb appeal can significantly impact property value and potential buyers' perceptions. Wendy referred to a Lawn Love blog ranking the 200 most artsy cities in America, with West Valley City, Utah, ranked at 200. She highlighted that while it's notable for West Valley City to make the list, there's room for improvement to reach the top 10. She mentioned that Sandy City's Hale Centre Theatre generated $13 million in its first season in 2018, despite Sandy not being ranked among the 200 cities, unlike West Valley. To illustrate her point, Wendy compared West Valley City to San Francisco, which ranks number one on the list. She explained that San Francisco’s investment in nonprofit arts generates significant economic benefits, including $1.7 billion in economic output and supporting nearly 37,000 full-time jobs annually. The city's spending of $95.7 million on the arts in the 2019 fiscal year resulted in a substantial return on investment. Wendy concluded by encouraging the council to aim high in their budgeting discussions for the theater, inspired by the sentiment to "shoot for the moon." She thanked the council for their consideration.

Cameron Roberts, who owns a fitness studio, addressed the council about issues in his neighborhood. He explained that after moving to West Valley City, he noticed an increase in cars parking on the streets. As time passed, the situation worsened

with driveways becoming full and boarding rooms being rented out in neighboring houses. Despite efforts to address the issue, including discussions about implementing no-parking signs and enforcing zoning regulations, Cameron expressed growing desperation as a resident hoping for a resolution to maintain the neighborhood's quality of life.

Walt Sorenson, a lifelong resident of the city, spoke against the proposed rezoning of the Redwood Drive-In, advocating for preserving open spaces and businesses diversity in the city. He also expressed support for the West Valley Performing Arts Center, urging the city to consider long-term solutions beyond the proposed 2025 deadline. Walt suggested various funding options for the theater, including sponsorship opportunities, donations, and community events. He emphasized the importance of unity and creativity in supporting the theater, encouraging the city to rise to the occasion and preserve this cultural asset.

Albirizak Ibrahim spoke about his involvement with a nonprofit organization and his efforts to provide bus passes for kids under 18 to access recreational centers. He mentioned encountering resistance from recreational centers, questioning their refusal to participate. Albirizak emphasized the importance of providing opportunities for youth, especially those in West Valley, to engage in positive activities and avoid engaging in negative behavior. He advocated for providing free bus passes for kids to access recreational centers in the area.

Lauren Slagowski, a former resident of West Valley and a lifelong performer, expressed gratitude for the council's efforts to maintain the West Valley performing arts scene. She acknowledged her involvement in the "Keep West Valley Performing" group and highlighted her research into other cities' budgets, noting the substantial support for the arts, such as dedicated sales tax allocations and grant programs in cities like Orem. Lauren emphasized the pride these cities take in their arts programs and urged the council to continue investing in the arts to make West Valley a source of pride for residents, past and present.

Julie O'Keef, a resident of West Valley City, reflected on the changes in her neighborhood over the past 30 years, noting a loss of community spirit as people moved away. She highlighted efforts, including events like "my hometown day," aimed at revitalizing community bonds. Julie emphasized the importance of the West Valley Center in fostering community connection and suggested hosting events to promote awareness and unity among residents. She expressed a shift in perspective, now considering West Valley her hometown, and advocated for initiatives that strengthen community ties within the city.

Mary Flinton, a longtime resident of West Valley, spoke passionately about the city's heritage and the importance of the arts. She emphasized that when pioneers

settled in the valley, they prioritized cultural pursuits like theater and choir. Mary expressed gratitude to the council for listening to the community's concerns and urged them to support the theater, stressing the desire of the people to preserve this cultural institution. She appealed for collaboration between the community and the council to ensure the continuation of the theater for future generations.

Eric McGinnis shared his personal story and advocacy for the theater. As a former foster child, child of addiction, and suicide survivor, Eric emphasized the transformative impact of theater in his life and the lives of teenagers he teaches. He recounted his experience of witnessing outstanding performances at West Valley Arts Center, describing it as one of the coolest theaters he has worked in. Eric passionately urged the council to do everything possible to preserve the theater, emphasizing its significance in changing and saving lives.

NEW BUSINESS

A. **RESOLUTION 24-96: SUPPORT THE WEST VALLEY PERFORMING ARTS CENTER**

Mayor Lang discussed proposed Resolution 24-96 that would support the West Valley Performing Arts Center.

Written documentation previously provided to the City Council included information as follows:

> For several years, the City has owned and operated the West Valley Performing Arts Center. The WVPAC has made a substantial contribution to the arts community in the City. However, the WVPAC requires significant repairs and is incurring large operational losses that make its continued operation infeasible for the City. This resolution expresses support for the valuable contributions made by the WVPAC and provides that the City will explore the possibility of transitioning West Valley Arts to a community-based organization. The resolution also provides for an initial subsidy for WVPAC in a yet to be determined amount.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt noted that this resolution would not prevent the Council from subsidizing the arts past 2025. He indicated that this is a commitment to work with the organization and to help support. Councilmember Fitisemanu agreed and added that it doesn’t restrict a time limitation or specify an amount.

Councilmember Nordfelt moved to approve Resolution 24-96

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Absent
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

The Council took a break beginning at 7:10 PM.

The meeting resumed at 7:17 PM.

Councilmember Huynh arrived at 7:17 PM.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-1-2024, FILED BY PAUL AND KAREEN SWENSON, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 4, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-1-2024, Filed By Paul and Kareen Swenson, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4053 South 7200 West.

Written documentation previously provided to the City Council included information as follows:

> If this application is approved, the applicants intend to develop a self-storage facility on the subject property. Included with this report is a letter from the applicants that describe how they arrived at the proposed use. In summary, the applicants indicated that self-storage was the preferred use because residential isn't viable primarily due to Overpressure Zone A, commercial uses like retail, office, or a restaurant are unlikely in that there are no other similar businesses nearby, and most industrial uses would be problematic given the adjoining residential. In the applicants' letter they

also mention that they will not pursue other uses allowed in the M zone.

The M zone requires a 20’ building setback from a residential zone, agricultural zone, or residential use. The applicant is requesting that, through a development agreement, this 20’ setback be reduced to 0’ to eliminate a 20’ space that is not visible to the public and could create a security concern for the neighboring residents. There are several self-storage facilities in the City that adjoin residential where the City’s Board of Adjustment has approved variances to waive the setback requirement due to security concerns or the self-storage facility was constructed before the residential. A development agreement can be used to accomplish the same outcome.

The City has also submitted a General Plan/zone change application on the City-owned parcel to the south for a General Plan designation of Light Manufacturing and M zoning. If the City’s application is approved, the 20’ setback would not apply along the south property line.

Mayor Lang opened the Public Hearing.

Paul Swenson, representing Swenson Development, expressed the company's perspective on the proposed project. Due to challenges with residential development, they explored other options and concluded that a storage facility would be the most suitable choice. Paul outlined several reasons supporting this decision, including the minimal impact on the neighborhood, the convenience and functionality it offers, and the potential tax revenue it could generate for the city. He emphasized the facility's quiet use, its contribution to meeting the demand for storage in the area, and its adherence to city codes and regulations. Paul concluded by thanking the council for their time and consideration.

Ruth Helvey, a resident living immediately east of the property in question, expressed concerns about the proposed development. She highlighted the impact it would have on her and her neighbors, particularly regarding noise and property values. Ruth emphasized the need for green space and expressed worry about the lack of absorption between her home and nearby roads, leading to increased noise pollution. She also voiced opposition to the proposed multi-story structure, arguing that it is not suitable for the predominantly residential area. Despite acknowledging the city's need to address the property, Ruth urged the council to prioritize the concerns of the affected residents and reconsider the proposed development plan.

Jason Green, a general contractor, spoke in support of the proposed storage facility development. He addressed concerns about potential issues such as homelessness and garbage accumulation by stating that the project would remove a 10-foot

easement to prevent such problems. Jason emphasized that the building would only be two stories high and would not be built close to neighboring properties but rather closer to city property or the street. He assured the council that they were willing to accommodate requests regarding fence height to address any concerns from residents.

Mayor Lang closed the Public Hearing.

Mayor Lang requested that Steve Pastorik, CD Director, come to podium to answer a question regarding grade of the property.

Steve Pastorik discussed the details of Exhibit B in the development agreement, focusing on the placement and height of buildings on the property. According to Exhibit B, buildings along the north and east sides of the property are permitted to be placed at the property line, with a height restriction of 10 feet. The height of these buildings is measured from the bottom of the existing fence along the north and east property lines, using the existing fence as a reference point. This approach is adopted due to the fill that has been brought onto the site, with the intention to remove it and restore the site to its original grade. Steve emphasized that the buildings would start at the level where the original grade of the property or where the existing fence started. Placing the buildings at the property line is noted as an exception to the typical setback requirement of 20 feet in a manufacturing zone. This deviation from the standard setback regulation is justified by security concerns, aiming to eliminate the space between a required wall and the buildings along the east and north sides of the property.

ACTION: ORDINANCE NO. 24-20, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST

The City Council previously held a public hearing regarding proposed Ordinance 24-20 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4053 South 7200 West

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Fitisemanu moved to deny Ordinance 24-20.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	No
Councilman Nordfelt	No
Mayor Lang	No

Majority. Denied.

ACTION: ORDINANCE NO. 24-21, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4053 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

Mayor Lang discussed proposed Ordinance 24-21 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4053 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Fitisemanu moved to approve Ordinance 24-21.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	No
Councilman Nordfelt	No
Mayor Lang	Yes

Majority. Denied.

ACTION: RESOLUTION NO. 24-81, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PAUL SWENSON FOR APPROXIMATELY 2.96 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4053 SOUTH 7200 WEST

Mayor Lang discussed proposed Resolution 24-11 that would authorize the City to Enter into a Development Agreement with Paul Swenson for Approximately 2.96

Acres of Property Located at Approximately 4053 South 7200 West.

Written documentation previously provided to the City Council included information as follows:

Paul and Kareen Swenson have submitted a General Plan/zone change application (GPZ-1-2024) on 2.96 acres to change the General Plan from Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The proposed use for the property is a self-storage facility.

The proposed development agreement:

1. limits the use of the property to a self-storage facility,
2. allows buildings to be built at the property line along the north and east sides of the property,
3. requires 7 feet of right-of-way dedication along 7200 West,
4. requires a cash payment to the City in lieu of off-site improvements due to the upcoming road project planned along 7200 West,
5. delays the installation of live-plant material and irrigation to avoid the City replacing these items with the 7200 West project, and
6. requires a temporary construction easement to the City to facilitate the 7200 West project.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to deny Resolution 24-81.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	No
Councilman Nordfelt	No
Mayor Lang	Yes

Majority. Denied.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2024, FILED BY WEST VALLEY CITY, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 28, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-2-2024, Filed By West Valley City, Requesting a General Plan Change from Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing) for Property Located at 4063 South 7200 West

Written documentation previously provided to the City Council included information as follows:

> The property is owned by West Valley City, used by Public Works to store garbage cans, and used by Animal Control to house larger animals. Approximately the west 50% of the property falls within Overpressure Zone A with the remainder of the property being within Overpressure Zone B. Overpressure Zone A is the innermost circle (closest to Northrop Grumman) and prohibits residential use.
>
> Staff is proposing these changes for several reasons. First, the outside storage of garbage cans is not an allowed use in the A zone. Second, the housing of animals is still allowed in the M zone. Third, the overpressure zone does not allow residential, which is allowed in the A zone, on roughly 50% of this property. Fourth, a General Plan/zone change application was also submitted on the property directly north for a General Plan designation of Light Manufacturing and M zoning. If the application on the adjoining property is approved, the applicant intends to develop storage units on the property. If the zoning on the subject property remains A, the storage units will be required to meet a 20' setback from the A zone and a 20' height limitation at the minimum setback. These requirements would not apply if the subject property is zoned M.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-22, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST

The City Council previously held a public hearing regarding proposed Ordinance 24-22 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Light Manufacturing for Property Located at 4063 South 7200 West

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Ordinance 24-22.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

ACTION: ORDINANCE NO. 24-23, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4063 SOUTH 7200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 24-23 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4063 South 7200 West from A (Agriculture, Minimum Lot Size ½ acre) to M (Manufacturing)

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Ordinance 24-23.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes

Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

C. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2023-2024 BUDGET**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 4, 2024, in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2023-2024 Budget

Written documentation previously provided to the City Council included information as follows:

> State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.
>
> A Public Notice was posted May 23, 2024, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held June 4, 2024, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-24, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 24-24 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

Jim Vesock thanked the finance staff for the transparent and easy to read supporting documents and information.

Walt Sorensen thanked the City for transparency.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Ordinance 24-24.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

ORDINANCE 24-25: AMEND SECTION 2-1-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING COUNCIL MEETINGS

Mayor Lang presented proposed Ordinance 24-25 that would amend Section 2-1-107 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Council Meetings

Written documentation previously provided to the City Council included information as follows:

> Section 2-1-107 of the West Valley City Municipal Code establishes requirements for members of the public to address City Council meetings. This ordinance would amend Section 2-1-107 to add an instruction to limit remarks to City business.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Ordinance 24-25.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 24-91: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY TO USE THE ULEISA SYSTEM

Mayor Lang presented proposed Resolution 24-91 that would authorize the City to Enter into a Memorandum of Agreement with the Department of Public Safety to Use the Uleisa System.

Written documentation previously provided to the City Council included information as follows:

> The Department of Public Safety manages the ULEISA program to coordinate information sharing across law enforcement agencies. This agreement establishes terms and conditions for program participation. Member agencies are required to ensure that access to ULEISA resources complies with all federal and state laws and that their records management systems are able to interface with the DPS system.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Fitisemanu moved to approve Resolution 24-91.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes

Mayor Lang Yes

Unanimous.

RESOLUTION 24-92: AWARD A CONTRACT TO M.C. GREEN AND SONS FOR THE BRIGHTON CANAL PROJECT

Mayor Lang presented proposed Resolution 24-92 that would award a Contract to M.C. Green and Sons for the Brighton Canal Project.

Written documentation previously provided to the City Council included information as follows:

> Bids were opened for the project on May 14, 2024. A total of four (4) bids were received. The lowest responsible bidder was M.C. Green & Sons, Inc. in the amount of $2,064,887.00.
>
> This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area from Redwood Road to 2600 West. The project will also remove an old bridge over the former Brighton Canal at Decker Lake Blvd.
>
> Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Resolution 24-92.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 24-93: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BUBO, LLC FOR PROPERTY LOCATED AT 3185 WEST LANCER WAY**

Mayor Lang discussed proposed Resolution 24-93 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Bubo, LLC for Property Located at 3185 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

> The Bubo, LLC parcel located at 3185 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $26,000.00 and based upon the appraisal report prepared by Integra Realty Resources.
>
> The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $1,760.20.

B. **RESOLUTION 24-94: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED, A PUBLIC UTILITY EASEMENT, AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM KEZO 27, LLC FOR PROPERTY LOCATED AT 3167 WEST LANCER WAY**

Mayor Lang discussed proposed Resolution 24-94 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed, a Public Utility Easement, and a Temporary Construction Easement With and From Kezo 27, LLC for Property Located at 3167 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

The Kezo 27, LLC parcel located at 3167 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Public Utility Easement, Temporary Construction Easement and improvements is $21,900.00 and based upon the appraisal report prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $1,482.63.

C. **RESOLUTION 24-95: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DONAJI PROPERTIES, LLC FOR PROPERTY LOCATED AT 3153 WEST LANCER WAY**

Mayor Lang discussed proposed Resolution 24-95 that would authorize the City to Enter into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Donaji Properties, LLC for Property Located at 3153 West Lancer Way.

Written documentation previously provided to the City Council included information as follows:

The Donaji Properties, LLC parcel located at 3153 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $12,400.00 and negotiated based upon the appraisal report prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $839.48.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve the items on the Consent Agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Christensen all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JUNE 4, 2024 WAS ADJOURNED AT 7:43 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, June 4, 2024.

Nichole Camac, CMC
City Recorder



GPZ-1-2024
Paul and Kareen Swenson
4053 South 7200 West

GPZ-1-2024

Petition by PAUL AND KAREEN SWENSON requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 4053 South 7200 West on 2.96 acres. (Staff – **Steve Pastorik** at 801-963-3545 or steve.pastorik@wvc-ut.gov)



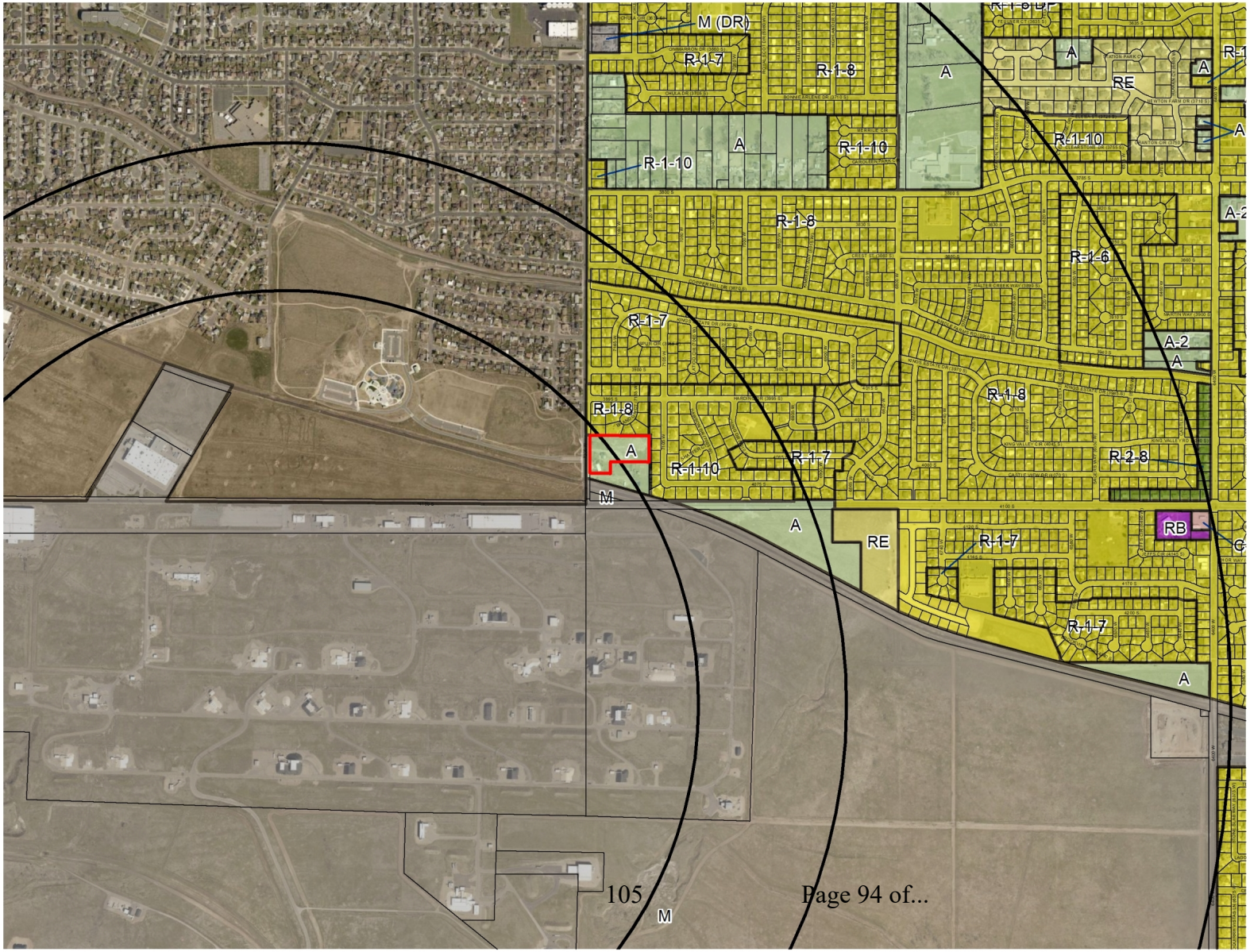
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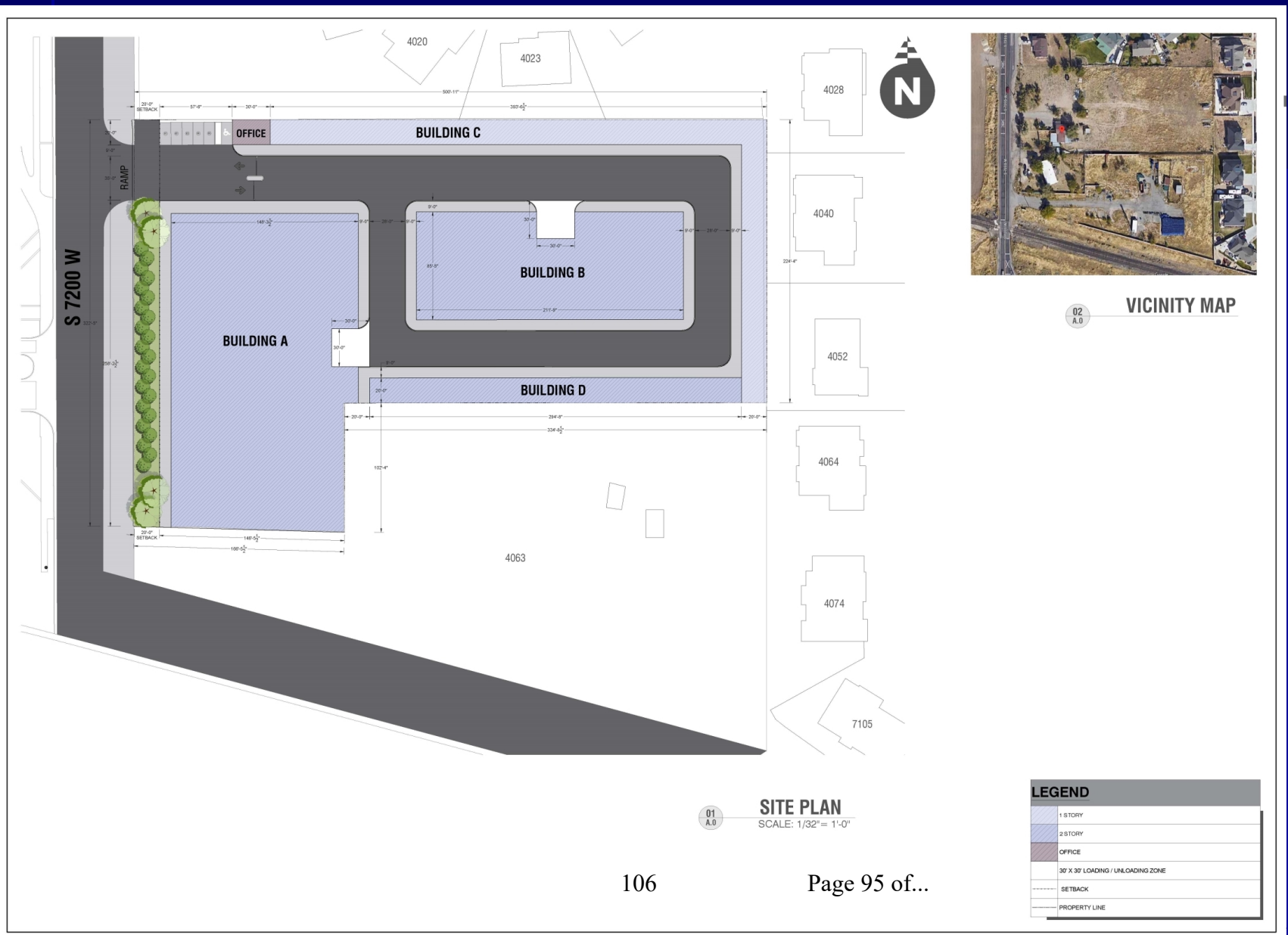
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- The use of the property shall be limited to a self-storage facility.
- The buildings along the north and east sides of the property may be placed at the property line. The height of buildings placed along the north and east property lines shall be limited to 10 feet.
- The Developer shall dedicate 7 feet of right-of-way to the City along the Property's entire frontage on 7200 West.
- In lieu of installing the off-site improvements required in Section 7-2-117 of West Valley City Code, the Developer shall make a cash payment to the City equal to the estimated cost of said improvements as determined by the City Engineer.
- Rock or bark mulch shall be installed within the 20' setback area along 7200 West prior to the issuance of a business license. The installation of the irrigation and live-plant material landscaping required in Section 7-6-303 of the West Valley City Code may be delayed until the reconstruction of 7200 West is complete, or until September 30, 2030, whichever first occurs.
- The Developer shall grant a temporary construction easement to the City for the reconstruction of 7200 West. The easement shall apply to the westerly 20 feet of the Property along the entire 7200 West frontage after the dedication described in item 3 above. The temporary construction easement shall commence upon the beginning of actual 7200 West construction on the Property and shall continue only until 7200 West project construction on the Property is complete, or for three (3) years, whichever first occurs.

GPZ-1-2024

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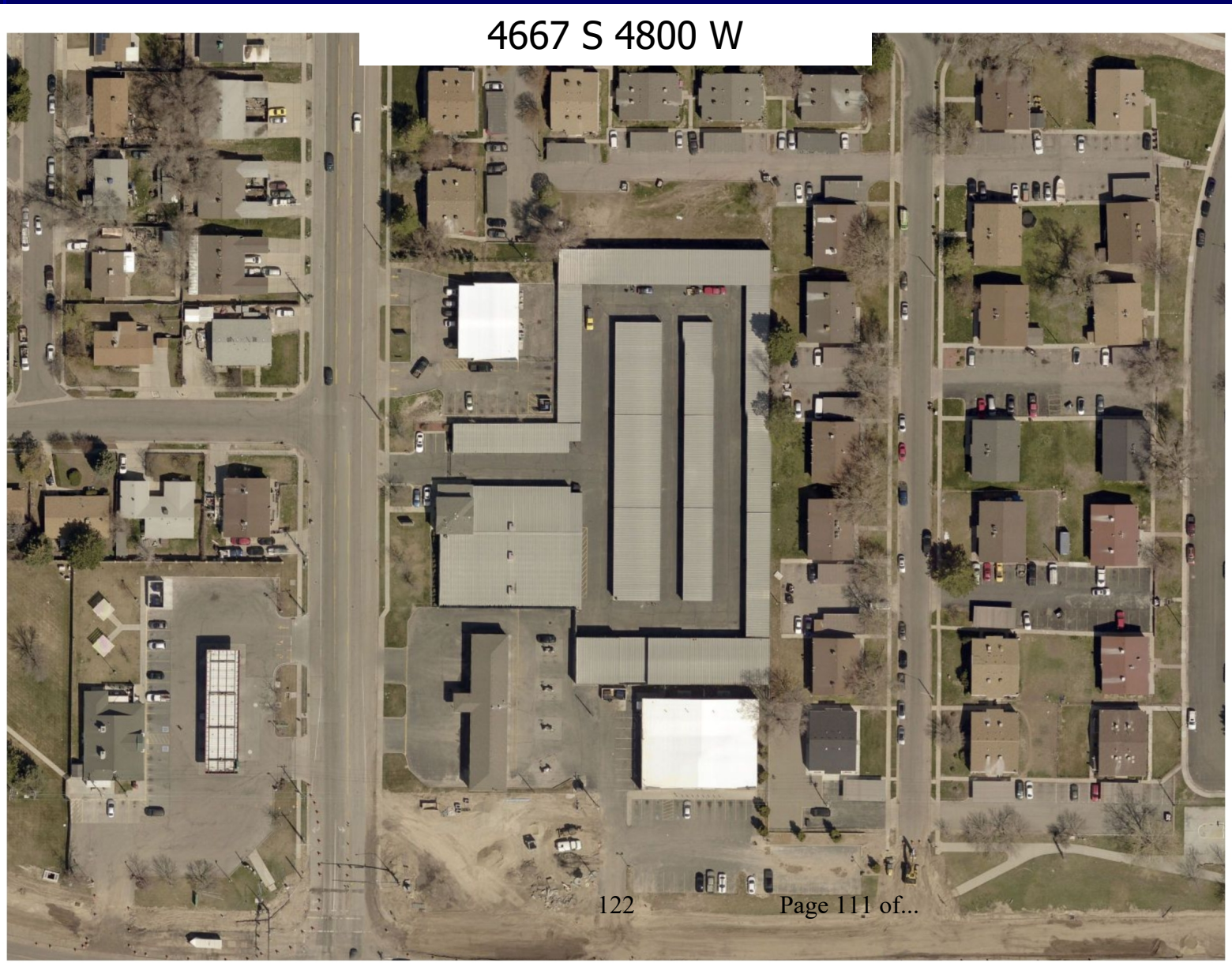
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4895 W 3500 S

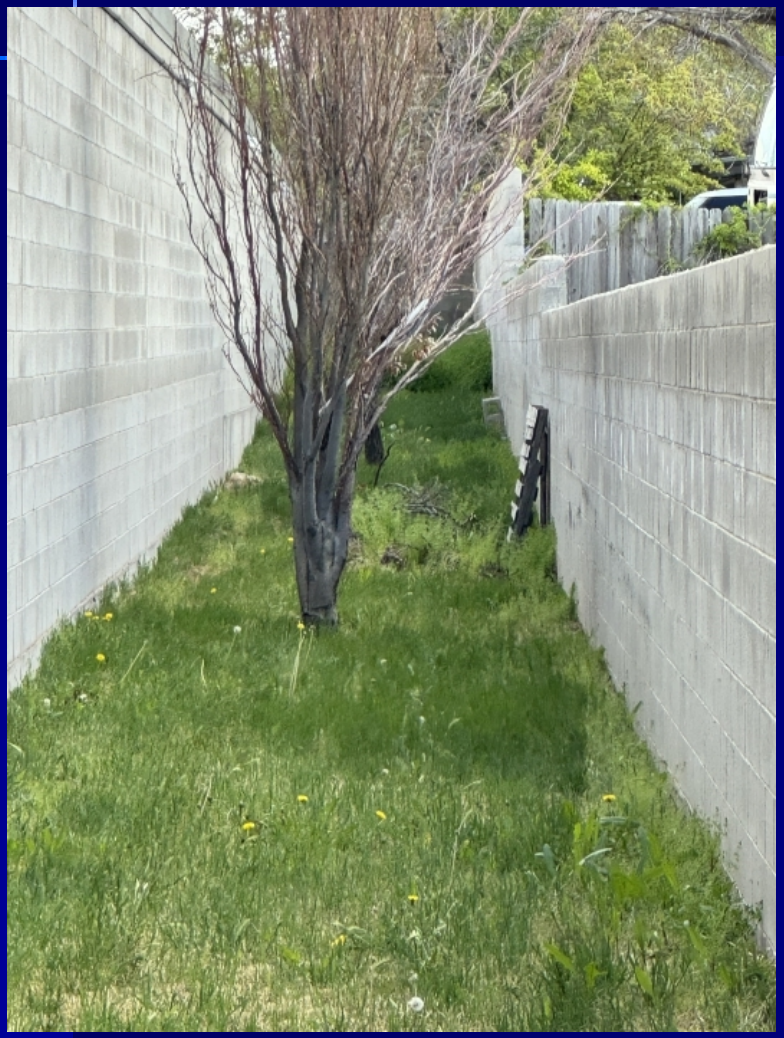




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1656 W Whitlock Ave





GPZ-1-2024

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1656 W Whitlock Ave





Item:_____

Fiscal Impact:_____

Funding Source:_____

Account#: _____

Budget Opening Required: No

ISSUE:

A resolution authorizing the City to amend through Executive Order the Personnel Policies and Procedures Manual for its employees.

SYNOPISIS:

The Human Resources and Legal divisions collaborated to review and update our Personnel Policies and Procedures Manual to ensure that it is reflective of current laws and workplace practices. A final draft was reviewed and refined based on feedback from Administration.

BACKGROUND:

Our last amendment to the Personnel Policies and Procedures Manual was in November 2022. Since then, changes in employment law and City practices have rendered parts of the manual outdated. Consent of the City Council is required to finalize and implement the revised manual as outlined in City Code 3-2-102 (1) “The City Manager is the Chief Executive Officer of the City and has the following powers and duties:” (2) d. “Prescribe such rules and regulations by executive order, with the advice and consent of the City Council, as the City Manager shall deem necessary or expedient for the conduct of all departments, divisions, and offices; and revoke, suspend, or amend any rule or regulation by whoever prescribed.”

RECOMMENDATION:

Approve the resolution and amendment through Executive Order to our Personnel Policies and Procedures Manual.

SUBMITTED BY:

John Flores, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXECUTIVE ORDER TO AMEND THE PERSONNEL POLICIES AND PROCEDURES MANUAL.

WHEREAS, pursuant to Title 3 of the West Valley City Municipal Code, the City Manager is authorized to issue an executive order amending personnel policies, subject to the advice and consent of the City Council; and

WHEREAS, updates to the City's Personnel Policies and Procedures Manual have been prepared to clarify certain rules and regulations governing employee conduct; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve said updates.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the City Council consents to the issuance of an executive order by the City Manager making said updates to the Personnel Policies and Procedures Manual.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Part 2 Staffing Practices

II. Employee Nepotism

A. Definitions

1. Utah State Law 52-3-1 sets forth the state nepotism rules. It is the intention of this policy to change as state law is changed, in addition, the following rules apply for employees of West Valley City.

2. "Household member" means a person who resides in the same residence as the public officer.

3. “Relative” means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

B. Policies

1. As set forth in that statute, employees may not directly supervise relatives or household members.

2. Relatives or household members of the Mayor, City Council Members, the City Manager, Assistant City Manager, or any Department Head, shall not be employed by the City. An elected official’s relatives or household member may not be employed unless they are already employed prior to the official taking office.

3. Relatives or household members of Sworn Public Safety Employees may not also be employed in a Sworn position within the same department.

4. Relatives of ~~Full-Time~~benefited employees may not be employed in a ~~Full-Time~~benefited position within the same City division.~~.~~

~~B. Employees may not directly supervise relatives or household members.~~

C. Exceptions

1. Relatives or household members of ~~Full-Time~~benefited employees may be employed in a non-benefited part-time, seasonal, or temporary position within the same City division.

~~Relatives of Public Safety employees may not be employed within the same department.~~

~~C. Relatives or household members of the Mayor, City Council Members, the City Manager, Assistant City Manager, or any Department Head, shall not be employed by the City. An elected official's relatives or household member may not be employed unless they are already employed prior to the official taking office.~~

Amended XX/XX/XX EO XX-XXX; Amended 05/25/21 EO 21-151

Part 3 Employment Classifications

I. Employment Classification

A. City Officials: Elected officials and/or members of the City Council, Planning Commission members, Board of Adjustment members, and all other appointed commission, board, or committee members. Their status and compensation is governed by the statutes, ordinances, resolutions, or executive orders which create and govern the position.

Since elected officials are part time employees, no statutory contributions are required. Tier 1 elected officials, those with URS service prior to July 1, 2011 may participate in the defined benefit plan or exempt from retirement coverage, once they meet the salary requirements outlined in the URS plan.

Amended 10/24/22 EO 22-155; Amended 10/09/19 EO 19-145

B. City Manager: The City Manager is appointed under Utah Code Annotated § 10-3-1224. The City Manager is governed by Utah Code Annotated § 10-3-1225, § 10-3-1226 and West Valley City Municipal Code ~~§ 3-2-102~~. The City Manager and the City Council may agree, through contract or resolution, to additional duties and benefits.

C. Executive Staff Appointees: Executive staff are appointed by the City Manager. These policies and procedures apply to executive staff appointees with the following exceptions:

1. Executive staff appointees are "at-will" employees pursuant to Utah code annotate § 10-3-1105, as amended, and may be terminated at any time.

2. An executive staff appointee will receive a minimum of six month's base salary upon ~~any~~ involuntary separation from the City~~, including resignation~~. In addition, after 10 years of employment with the City, each additional year worked will be awarded with an additional month of separation, up to six months, for a total of one year base salary, maximum.

   The benefit does not apply when the employee:

   (a) is terminated for cause by the City Manager; or
   (b) voluntarily separates ~~for employment with equal or greater pay, responsibilities, and benefits~~; or
   (c) voluntarily retires.

3. Base salary, for the purposes of separation pay for an executive staff appointee is defined as base salary, excluding benefits and contributions. The executive staff

appointee is also entitled to any unused PTO, entitled holiday pay, or banked sick leave.

Amended XX/XX/XX EO- XX-XXX; Amended 11/29/22 EO 22-156; Amended 10/24/22 EO 22-155; Amended 05/25/21 EO 21-151

D. Appointed Employees: Appointed employees are identified in Utah Code Annotated Title §10-3-1105. When such appointments are made they will be in writing and reflected on their job descriptions. These policies and procedures apply to these Appointed employees with the following exceptions:

1. Appointed employees are "at-will" employees pursuant to Utah code annotate §10-3-1105, as amended, and may be terminated at any time.

2. Appointed employees will receive the equivalent of three month's base salary as severance pay in the event that they are terminated by the City Manager at any time for any reason other than the willful and deliberate violation of City Policy, Regulations, or the Law. There shall be no severance pay for voluntary resignation or retirement.

3. Three month's base salary, for the purposes of severance pay for an appointed employee is defined as base salary, excluding benefits and contributions. The Appointed employee is also entitled to any unused PTO, entitled Holiday Pay, or Banked Sick Leave.

E. Notwithstanding changes in State Law which may materially alter this policy regarding the payment of severance for the City Manager, Executive Appointees, and Appointed Employees or other retirement incentives offered by West Valley City which results in the termination of these appointees, for any reason, the effected employee will receive the most favorable severance package available. In no case can an appointee receive more than one severance package.

F. Full-time Employees: ~~An e~~Employees in an authorized position who works~~s~~ 40 hours per week and haves~~s~~ successfully completed the probation period.

G. Probationary Employees: ~~An e~~Employees hired to fill a full-time position must fulfill a probation period ~~for~~ of at-least one year from the date of hire regardless of whether or not the employee is reassigned, transferred or promoted to a different position with or across departments.

H. Part-time/Temporary/Seasonal Employees: ~~Any e~~Employees hired on a temporary, seasonal, provisional, contractual, or emergency basis who works ~~1-40 hours~~an average of less than 30-hours per week within a 1-year measurement period are "at-will" employees and can be terminated at any time without cause.

I. **Benefited and Non-Benefited Employees:** Full-time employees and part-time employees may or may not be eligible for benefits. The City determines whether or not a position is benefited during the position classification process.

J. **(Grant) Government Employment Program Employees:** ~~An e~~Employees hired under a government employment program or whose position is funded in whole in or part by a grant. Employees in positions funded by grants are "at-will" employees, and may be terminated at any time or when the grant funds are exhausted.

K. **Sworn Public Safety Employees:** Employees classified as law enforcement officers under Utah Code Annotated §53-13-103, as amended, and firefighter service employees as defined by Utah Code Annotated §49-16-102, excluding any positions defined as appointed employees.

L. **Volunteers:** Volunteers generally will not be considered employees for FLSA purposes if volunteering freely for public service, religious or humanitarian objectives, and without contemplation or receipt of compensation.

1. Employees may volunteer for the City, and City associated events or organizations, with approval from their Department Head and the Human Resources Office.

~~1.~~2. Employees cannot volunteer to provide services similar to their regular job duties to the City and City associated events or organizations.

Amended XX/XX/XX EO XX-XXX; **Amended 10/24/22 EO 22-155**

Part 4 Promotions/Transfers

II. Promotional Process - Sworn Public Safety Employees

A. Introduction

1. The City shall provide for promotion to Sworn Public Safety Employees, excluding any position not considered a merit employee under West Valley City Code 3-11-102, on the basis of ascertained merit, seniority in service, and standing obtained by competitive examination.

2. The City shall provide, when possible, that vacancies be filled by promotion from the members of the next lower rank who submit themselves for examination and promotion. ~~For each promotion, the Human Resource Office shall certify to the Chief the names of not more than five (5) applicants having the highest rating on the promotional roster.~~

B. Notice of Promotional Testing

1. The Human Resource Office, in consultation with the ~~Police~~ Public Safety administration shall post notices of all promotional testing at least 30 days prior to the commencement of the process. No special testing arrangements or make-up tests will be allowed.

2. The notice of a promotional testing process shall contain the following:

   a. The date of posting;

   b. The dates of each part of the testing process;

   c. The location of each part of the testing process;

   d. The deadline to file an application to participate in the testing process, the deadline shall be not less than five (5) days after posting of the notice;

   e. Requirements necessary to be eligible to compete for the promotion;

   f. The deadline to submit any required materials, such as certifications, transcripts, diplomas, etc.; and

   g. The date examination scores are considered final.

Amended XX/XX/XX EO XX-XXX

Part 7 Standards of Workplace Conduct

I. Introduction:

Unlawful discrimination, harassment, and/or retaliation in any form, including electronic communications, constitutes misconduct that undermines the integrity of the employment relationship. Therefore, West Valley City prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's gender, gender identity, national origin, age, sexual orientation, disability, genetic information, or any other basis protected by federal, state, or local law. This policy applies to all employees throughout the organization and to all individuals who may have contact with any employee of this organization.

E. Employee Dress and Appearance~~, Tattoos, Body Art, and Piercings Guidelines~~

1. It is the desire of the City that employees reflect an appropriate business image to customers, visitors, and residents. How you dress, your grooming and personal cleanliness standards all contribute to that image and also to the morale of your co-workers. During business hours or whenever representing the City, you are expected to present a clean, neat, and tasteful appearance. You should always dress and groom yourself according to the requirements of your position. This is particularly true if your job involves dealing in person with customers, visitors, or residents.

~~1.~~2. It is the responsibility of all employees to ensure that their appearance and dress adhere to this policy. If you have questions or concerns about this policy, please consult the Human Resources Office.

~~2.~~3. In order to maintain a professional atmosphere and appearance and to promote the health and safety of employees the following minimum prescribed standards shall apply to all employees.~~:~~

a. Personal Hygiene:

i. Employees must be able to perform their jobs without interfering with others ability to perform their jobs. Therefore, employees must maintain a high standard of personal hygiene. Employees must appear neat and clean and have no offensive odors. An employee's hair must be clean and groomed.

b. Attire:

~~ii.~~i. Employees must wear clothing appropriate to their employment. Appropriateness may vary depending upon the nature of work performed and the degree of public contact.

~~iii.~~ii. Employees should use good judgment in selecting clothing that is appropriate for their work environment. Employees must wear clothing that is clean and neat, and not torn or frayed. Employees must avoid clothing that is unduly revealing, immodest, may cause distraction or is otherwise inappropriate or unsafe for a professional office setting or other work environment.

c. Tattoos:

~~iv. All employees that are required to wear uniforms at work must cover tattoos of any nature.~~

~~v. Department Heads may require employees who do not wear a uniform to cover tattoos under certain circumstances related to work.~~

~~vi. Visible Tattoos, brands, scarification, body art, or decals that depict gang affiliation, sexual activity, are obscene, or advocate sexual, racial, religious, or ethnic discrimination are prohibited during work hours or at any time while in uniform, identifiable city clothing, or representing the City.~~

i. Employees are prohibited from displaying tattoos that are offensive, discriminatory, or inappropriate while on duty or representing the City. This includes tattoos that depict nudity, violence, hate speech, profanity, or any content that could be perceived as harassing or demeaning to others. Tattoos that do not comply with the above content restrictions must be covered with appropriate clothing or accessories. The City reserves the right to determine the appropriateness of visible tattoos and to request that they be covered if deemed necessary.

d. Piercings:

~~vii.~~i. Unless otherwise prohibited by departmental policies, moderate earrings and nose piercings may be worn. ~~one or two typical earrings per ear worn in ears that have been pierced, but not stretched, are permitted during work hours. Employees are prohibited from attaching, affixing, or displaying objects, articles, jewelry, or ornamentation to the body.~~

~~viii.~~ Abnormal shaping of the ears, eyes, nose, or teeth, and stretched body piercing are prohibited.

e. Exceptions:

~~ix.~~i. Exceptions to this policy may be made on a ~~case by case~~case-by-case basis to prevent discrimination based on religion, national origin, gender related identity, medical reason, or other legal basis

unless the accommodation creates an undue hardship or the employee is in a safety sensitive position.
~~Employees who violate these guidelines may be disciplined up to and including termination of employment.~~

Amended XX/XX/XX EO XX-XXX

Part 9 Substance Abuse Policy

VII. Consequences of a Positive Test

1. Any job applicant or employee whose urine sample is positive will be notified of their positive result and given 72 hours to request a retest of their split sample. The expense of testing the split urine sample will be equally divided between the donor and the City.

~~1.~~2. Any job applicant or employee whose drug or alcohol test is positive will be considered to be in violation of this Policy and will be subject to adverse employment action, up to and including termination of employment.

Amended XX/XX/XX EO XX-XXX

Part 10 Employee Leaves

IV. Leaves Without Pay

A. The following are the qualifications for leaves without pay:

1. An employee must be approved for any leave without pay.

2. Under special circumstances employees may find it necessary to request leave without pay for a reason other than family or medical leave. These circumstances may include, but are not limited to, extended funeral leave and political leave.

3. Department heads consider individual requests for leave without pay in view of urgency, the employee's length of service and the effect the employee's absence will have on the operation of the department. All requests must be in writing and approved by the department head and Human Resource Office before submission to the City Manager for approval.

~~**4.** No benefits will be offered during leave without pay. Employees will not be able to accrue benefits, remain in State pension plan, or be able to contribute to defined contribution plan.~~ Benefits may or may not be provided during an employee's leave without pay depending on the specific circumstances and eligibility requirements. It is the employee's responsibility to initiate contact with the Human Resources Office to understand the implications of their leave without pay on their benefits.

~~**5.**~~**4.** The City does not grant leaves without pay unless it believes that the employee will return to City employment at the end of the leave. However, the City has the right to fill the vacancy. At the end of the leave the employee may be rehired to his/her former position if available or apply for any open position available. If rehired the employees hire date will be adjusted to reflect the break in service. Failure to return to City employment at the end of the leave is considered abandonment of the position and will result in termination. The City Manager may waive the consideration of abandonment in the event of extenuating circumstances.

~~**6.**~~**5.** Employees must exhaust appropriate accumulated leave before using other leaves without pay, excluding military leave~~, and political leave~~.

V. Paid Time Off

A. Accruals

1. The City credits all PTO leave to the employee's account at the end of each pay period. Employees may not use PTO accruals in the same pay period that it is earned, excluding lump sum.

2. All full-time, benefited employees accrue~~earn~~ PTO at the rates indicated below:

0-4 years of service	4 hours per pay period
5-9 years of service	5 hours per pay period
10-14 years of service	6 hours per pay period
15-19 years of service	7 hours per pay period
20+ years of service	8 hours per pay period

3. Part-time, benefited employees accrue PTO in proportion to hours worked but no greater than:

20-29 hours per week	50% of full time accrual
30-39 hours per week	75% of full time accrual

4. Fire Department 24-hour employees accrue PTO leave at the rate indicated below:

0-4 years of service	6 hours per pay period
5-9 years of service	7.5 hours per pay period
10-14 years of service	9 hours per pay period
15-19 years of service	10.5 hours per pay period
20+ years of service	12 hours per pay period

5. Full-time benefited employees, excluding probationary employees, receive an additional 80 hours of paid time off at the end~~beginning~~ of pay period 24. Fire Department 24-hour employees will receive 120 hours of PTO. Part-time benefited employees receive this lump sum of PTO in proportion to hours worked at the rates above.

   a. Upon successful completion of the probation period, benefited employees will receive a pro-rated lump sum hours of PTO based on the number of pay periods remaining through pay period 23.

VII. Holidays

A. The following days are defined as legal holidays. On these days, West Valley City offices are closed, except as otherwise provided by law and noted below:

1. New Year's Day ~~– January 1st~~

2. Martin Luther King Day ~~– January 15th~~

3. Presidents Day ~~– Third Monday in February~~

4. Memorial Day ~~– Last Monday in May~~
5. Juneteenth ~~– June 19th~~
6. Independence Day ~~– July 4th~~
7. Pioneer Day ~~– July 24th~~
8. Labor Day ~~– First Monday in September~~
9. Veterans' Day ~~– November 11th~~
10. Thanksgiving Day ~~– Fourth Thursday in November~~
11. Christmas Day ~~– December 25th~~

B. Each employee is fronted a total of 110 hours of holiday at the beginning of pay period 23 of each year. Employees may not use their holiday hours until after the holiday occurs, unless pre-approved by their Department Head.~~Employees are encouraged not to use their holidays until after the holiday occurs.~~

1. Part-time benefited employees receive holiday hours in proportion to hours worked.
2. Fire Department 24-hour employees are entitled to 132 hours of holiday leave.
3. In the event an employee has been allowed to use holiday hours prior to the holiday, and leaves employment with the City, all hours must be paid back.

Amended XX/XX/XX EO XX-XXX; **Amended 05/11/22 EO 22-153**

VIII. Family Medical Leave (FMLA)

E. Pay During FMLA Leave

1. FMLA is usually unpaid, but eligible employees must use earned but unused PTO, banked sick leave, and floating holidays. Employees who qualify for Short Term Disability Leave [STDL], will receive pay in accordance with the terms of the plan. Employees who qualify for Workers' Compensation benefits will receive pay continuation according the requirements of state law. The Human Resource Office will provide the employee with a written explanation of the status of their pay and benefits at the start of the leave.
2. An employee on FMLA will be paid for the holiday (if available) while on leave.
3. FMLA is normally considered an unpaid leave. The intent of the regulation is to replace unpaid FMLA with paid FMLA in order to not delay the onset of FMLA.

Since the City mandates the use of PTO, banked sick leave, Short Term Disability Leave and other accrued leave which may or will become available, FMLA will be taken concurrently with accrued leaves of pay. ~~The only exception is if comp time is paid in lieu of overtime. The City will not force an employee to use comp time during FMLA.~~

Amended XX/XX/XX EO XX-XXX

X. Temporary Modified Duty

A. Introduction:

1. West Valley City is committed to providing work, when possible, for employees who have been restricted by a physician [or a health care provider] due to a work-related injury or illness, including pregnancy. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating physician [or health care provider]. Every effort will be made to place employees in positions within their own departments. If necessary, an employee will be placed wherever an appropriate position is available.

2. While on temporary modified duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department. Employees who have a work-related injury must follow the procedures outlined in Part 11 of this manual.

3. Employees who are ill and have physical limitations that prohibit them from performing the functions of their regularly assigned position, shall notify, their Supervisor and Human Resources. Notification means the employee must submit a Medical Release signed by their medical care provider that verifies the employee is ill and identifies any physical restrictions to apply during the temporary modified duty assignment and states how long the restrictions apply. An employee is not required to accept a temporary modified duty assignment.

4. Employees on temporary modified duty must furnish a written update of their medical condition to the Human Resources Office, after each visit in order to remain in the reassigned job. Temporary modified-duty assignments are limited to a period of 90 days, (except in the case of pregnancy as stated below) but are subject to review. Being placed on a temporary modified-duty assignment does not excuse an employee from following all rules and regulations.

5. In order to return to ~~her~~ their regularly assigned job duties an employee must submit a Medical Release, signed by the employee's physician, indicating the employee is released to full duty, with no restrictions. Upon an employee's request to return to a full duty assignment with a signed Medical Release, Human Resources will reinstate the employee to ~~her~~ their regularly assigned position.

6. To comply with the Pregnancy Discrimination Act, West Valley City treats pregnant workers the same as it treats workers who are not pregnant but who are similar in their ability or inability to work. When temporary modified duty is offered to pregnant employees it is under the same terms and conditions that it offers temporary modified duty to other workers. Pay and benefits will not be reduced upon an employee's acceptance of temporary modified duty.

Amended XX/XX/XX EO XX-XXX

XIII. Jury Duty

A. The City recognizes the duty of every City employee, as a citizen of the United States, to perform jury duty and serve as a witness in court on behalf of another party.

1. The City pays ~~an~~ a benefited employee's full salary when the employee is absent during a regularly scheduled shift due to having to perform jury duty or serve as a witness in court on behalf of another party, but requires the employee to remit any jury or witness fee(s) received to the City.

B. When possible, the City expects employees performing jury duty or serving as a witness in court during a regularly scheduled shift to report for work before and after their court appearance.

C. This policy does not apply if an employee is required to appear in court in the employee's own behalf (e.g., paying a fine, as party to a lawsuit, etc.) or compensated as an expert witness. In such cases, the employee must take paid leave.

Amended XX/XX/XX EO XX-XXX; Amended 10/24/22 EO 22-155

Part 13 Risk Management and Safety

I. Risk Management Philosophy

A. Risk Management is the process of reducing the likelihood of an undesired event, and specifically, reducing the likelihood of insuring liability or loss in municipal operations through planning, analysis, documentation and review.

B. The foremost tenet of Risk Management is safety. Consistent and effective safety practices shall be implemented in all municipal operations to protect employees and the public.

C. Second to safety in Risk Management is documentation. Incident and/or accident documentation, contract execution and administration, and training records and review are critical and shall be created and maintained accordingly.

D. Each ~~d~~Department Head, in consultation with the Risk Management Division of the City Attorney's office, is responsible for Risk Management within the department. Every City department will strive to provide an environment which reduces the threat of personal injury or property damage to residents, businesses, visitors, and employees of the City.

Part 14 Use of Personal and City Vehicles

V. Taking Vehicles Home

A. The City benefits when City vehicles within a close proximity or within the City are assigned so quick attention and after-hour response can be given to City programs, problems, and emergencies. The program improved the maintenance and reliability of City vehicles by placing the responsibility for personal care of each vehicle on the individual employee.

B. City employees may take their assigned vehicle home provided:

1. The employee has properly informed his immediate supervisor of an emergency and received permission.

2. Advanced approval is received from the Department Head. Any employee who has permission from the Department Head to take a City vehicle home after hours or over a weekend will provide off-street parking for the vehicle.

C. Authorization for taking City vehicles home is as follows:

1. If the Department Head determines that a commute vehicle is warranted the employee will complete the "R~~r~~equest for C~~c~~ommute A~~a~~uthorization" form.

2. Vehicles assigned to an individual and taken home may be approved through the City Manager upon recommendation of the department head and review of the "Request for Commute Authorization" form.

3. Employees, authorized to take a vehicle, living outside West Valley City boundaries may be allowed to take their assigned vehicle home under the following conditions:

a. No vehicle reimbursement is required of employees living within boundaries of West Valley City.

b. Reimbursement required of employees living outside of West Valley City boundaries. Reimbursement will be determined at a rate of $1.00 per mile actual driving distance traveled one way from the employee's home to ~~City Hall~~the closest West Valley City boundary line. This amount will be payable bi-weekly.

c. Employees desiring authorization to take a vehicle home will make written application through the Department Head to the City Manager with the following:

i. "Request for Commute Authorization" form.
ii. Justification for the privilege.
iii. The number of miles from ~~City Hall~~the closest West Valley City boundary line to their home.
iv. Authorization from the City to make a payroll deduction for the vehicle use costs.

d. Employees may elect to park their vehicles at a City-owned facility in lieu of taking the vehicle home.

e. Employees who live further than 35 miles from the closest West Valley City boundary line to their residence may not take their vehicles home.

Amended XX/XX/XX EO XX-XXX; Amended 10/24/22 EO 22-155

Part 15 Travel Policy

I. It is the policy of West Valley City to:

A. Allow employees to attend conferences, seminars, meetings, and workshops when it is anticipated that the City will derive a benefit from training and information received at such events.

B. Department Heads are authorized to approve all travel requests by their respective employees, in accordance with the ~~City Purchasing Manager's~~Finance Department's current rules.

Amended XX/XX/XX EO-XX-XXX; Amended 10/09/19 EO 19-145

+Item #:	
Fiscal Impact:	$475,059.34
Funding Source:	Bank Lease Agreement
Account #:	
Budget Opening Required:	Yes

ISSUE:
A resolution authorizing the agreement with US Bancorp Government Leasing and Finance, Inc. (USBGLF) to secure funding to purchase a fire truck for the Fire Department.

SYNOPSIS:
Purchase of (1) Fire Truck. This lease is intended to last 7 years with semi-annual payments with an interest rate of 4.76%. The amount to be financed is $400,000. The City will own the ambulance at the end of the lease term.

BACKGROUND:
US Bancorp Government Leasing and Finance, Inc. has provided a highly competitive leasing proposal for the purchase of this equipment.

RECOMMENDATION:
Approve the purchase of one additional fire truck for the Fire Department.

SUBMITTED BY:
James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 25 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE OF EQUIPMENT.

WHEREAS, the City desires to purchase a fire truck and related equipment for use by the Fire Department (herein "Equipment"); and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase of said Equipment; and

WHEREAS, the City previously entered in a Master Lease Agreement with BANCORP; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled "Property Schedule No. 25", which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with BANCORP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, "Property Schedule No. 25" for the purchase of said Equipment is hereby approved and the Mayor is hereby authorized to execute said Agreement and all other documents necessary to complete said transaction for and on behalf of West Valley City, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DOCUMENT CHECKLIST

PLEASE SCAN ALL OF THE DOCUMENT TO EF.DOCS.GLF@USBANK.COM PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
KEVIN JARAMILLO
1310 MADRID STREET
MARSHALL, MN 56258
303-585-4079

- ☐ **Property Schedule No. 25** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.

- ☐ **Property Description and Payment Schedule – Exhibit 1**

- ☐ **Lessee's Counsel's Opinion – Exhibit 2**. This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.

- ☐ **Lessee's General and Incumbency Certificate – Exhibit 3**. Include in your return package a copy of the board minutes or resolution for our files.

- ☐ **Payment of Proceeds Instructions – Exhibit 4**. Intentionally Omitted.

- ☐ **Acceptance Certificate – Exhibit 5**. Intentionally Omitted.

- ☐ **Bank Qualification and Arbitrage Rebate – Exhibit 6.**

- ☐ **Notification of Tax Treatment –** Please provide your State of Sales/Use tax Exemption Certificate.

- ☐ **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out. Please **provide a copy** for closing and **mail the original to the IRS** at the following address (pre-paid UPS label will be provided upon request):

  Internal Revenue Service Center
  Department of Treasury
  1973 Rulon White Blvd
  Ogden, UT 84201-1000

- ☐ **Vehicle Titling Memo**

- ☐ **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.

  - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - **Schedule of Fees – Exhibit 2.**
  - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - **Escrow Incumbency Certificate & Call-backs – Exhibit 5.**
  - **Class Action Negative Consent Letter – Exhibit 6.**
  - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

- ☐ **Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

Property Schedule No. 25

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 25** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 02, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and West Valley City, Utah.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is August 21, 2024.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.

5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.

6. Proceeds. Exhibit 4 is intentionally omitted.

7. Acceptance Certificate. Exhibit 5 is intentionally omitted.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as **"**Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 30, 2024.

12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Attest:
By
Name:
Title:

Approved as to form 8/12/2024

Brandon Hill

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 25** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

3600 Constitution Blvd.
Address

West Valley City, UT 84119
City, State Zip Code

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: $400,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	21-Feb-2025	33,932.81	24,409.52	9,523.29	NA
2	21-Aug-2025	33,932.81	24,990.66	8,942.15	NA
3	21-Feb-2026	33,932.81	25,585.65	8,347.16	334,764.60
4	21-Aug-2026	33,932.81	26,194.80	7,738.01	307,783.96
5	21-Feb-2027	33,932.81	26,818.45	7,114.36	280,160.96
6	21-Aug-2027	33,932.81	27,456.95	6,475.86	251,880.30
7	21-Feb-2028	33,932.81	28,110.65	5,822.16	222,926.33
8	21-Aug-2028	33,932.81	28,779.91	5,152.90	193,283.02
9	21-Feb-2029	33,932.81	29,465.11	4,467.70	162,933.96
10	21-Aug-2029	33,932.81	30,166.63	3,766.18	131,862.33
11	21-Feb-2030	33,932.81	30,884.84	3,047.97	100,050.95
12	21-Aug-2030	33,932.81	31,620.15	2,312.66	67,482.19
13	21-Feb-2031	33,932.81	32,372.97	1,559.84	34,138.03
14	21-Aug-2031	33,932.81	33,143.71	789.10	0.00
TOTAL		**475,059.34**	**400,000.00**	**75,059.34**	

Interest Rate: 4.762%

(SIGNATURE PAGE TO FOLLOW)

Lessee: West Valley City, Utah
By:
Name:
Title:

Approved as to form 8/12/2024
Brandon Hill

EXHIBIT A

Property Description

Fire Truck

VIN # To Be Determined

August 21, 2024

U.S. Bancorp Government Leasing and Finance, Inc. 13010 SW 68th Parkway, Suite 100

Portland, OR 97223

West Valley City, Utah

3600 South Constitution Blvd. #130 West Valley City, Utah, 84119 Attention: James Welch

RE: Property Schedule No. 25 dated as of August 21, 2024 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor (“Lessor”), and the execution of Property Schedule No. 25 (the "Property Schedule") dated as of August 21, 2024, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in

accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

Brandon Hill

Asst. City Attorney

West Valley City

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 25** dated as of August 21, 2024 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the West Valley City, Utah ("Lessee") does hereby certify, as of August 21, 2024, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 21, 2024.

West Valley City, Utah

Approved as to form 8/12/2024
Brandon Hill

By _____
Signature of Person to Execute Lease/Purchase Agreement

_____
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 25** dated as of August 21, 2024 to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the West Valley City, Utah ("Lessee") does hereby certify, as of August 21, 2024, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

_____ _____

(Signature of Person to Execute Lease/Purchase Agreement) (Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 21, 2024.

Approved as to form 8/12/2024
Brandon Hill

_____
Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 25** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.

or

X____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Approved as to form 8/12/2024
Brandon Hill

Lessee: West Valley City, Utah
By:
Name:
Title:

***Please be sure to select ONE option above.**

Language for UCC Financing Statements

Property Schedule No. 25

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: West Valley City, Utah

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 25 dated August 21, 2024 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 25 dated August 21, 2024, between Lessor and Lessee (the "Agreement").

_____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes

X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package

_____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

_____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

_____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Approved as to form 8/12/2024
Brandon Hill

Lessee: West Valley City, Utah
By:
Name:
Title:

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name	**2** **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▶	**18**	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	**(b)** Issue price	**(c)** Stated redemption price at maturity	**(d)** Weighted average maturity	**(e)** Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))		**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**		
25	Proceeds used for credit enhancement	**25**		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**		
29	Total (add lines 24 through 28)		**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Instructions for Form 8038-G

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to *IRS.gov/Form8038G*.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
$100,000 or more	a **separate** Form 8038-G for **each** issue.
less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to *IRS.gov/PDS* for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to *IRS.gov/PDSstreetAddresses*.

CAUTION *PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.*

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, $1.39 becomes $1 and $2.50 becomes $3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through IRS.gov/FormComments.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 and related Property Schedule No. 25 dated August 21, 2024, between West Valley City, Utah as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

> Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:
Date:

Lessee: West Valley City, Utah
By:
Name:
Title:
Date:

Approved as to form 8/12/2024
Brandon Hill

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of August 21, 2024 by and among U.S. Bancorp Government Leasing and Finance, Inc. (*"Lessor"*), West Valley City, Utah (*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 (the *"Master Agreement"*) and a Property Schedule No. 25 thereto dated August 21, 2024 (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*). The Schedule contemplates that certain personal property described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof (the *"Vendor"*). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being $400,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to

collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).
Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and

digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68th Parkway, Suite 100 Portland, OR 97223

West Valley City, Utah, as Lessee
By:
Name:
Title:
Address: 3600 South Constitution Blvd. #130 West Valley City, Utah, 84119

Approved as to form 8/12/2024
Brandon Hill

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17th Street, 5th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

West Valley City, Utah

Company Name	Signature of Authorized Directing Party
Trust Account Number – includes existing and future sub-accounts unless otherwise directed	Title/Date

Approved as to form 8/12/2024
Brandon Hill

Version 2020

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	**Acceptance Fee:** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04880	**Escrow Agent, One Time:** Administration fee for the standard escrow agent services associated with the administration of the account. One-time administration fees are payable in advance.	$375
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the escrow agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the escrow agent, in connection with the escrow agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the escrow agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of August 21, 2024 (the *"Escrow Agreement"*) by and among U.S. Bancorp Government Leasing and Finance, Inc. (the *"Lessor"*), West Valley City, Utah (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015 (the *"Master Agreement"*) and Property Schedule No. 25 thereto dated August 21, 2024 (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____
Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____
Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____
Amount:_____

Wire/ACH	**Check**
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Approved as to form 8/12/2024
Brandon Hill

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 25** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City, Utah
By:
Name:
Title:

Approved as to form 8/12/2024
Brandon Hill

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No
_____	_____	_____
Name	Specimen signature	Telephone No
_____	_____	_____
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____	_____
Name	Telephone Number
_____	_____
Name	Telephone Number
_____	_____
Name	Telephone Number

Exhibit 6

Class Action Negative Consent Letter

August 21, 2024

West Valley City, Utah
3600 South Constitution Blvd. #130
West Valley City, Utah, 84119

RE: USBGLF/West Valley City, Utah - - Class Action Litigation Claims

Dear James Welch**:**

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims**:**

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below**,** constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Jennifer Petruno
Vice President
303-585-4597

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

_____ _____
Authorized Signature Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: August 21, 2024 **Property Schedule No. 25**

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $400,000.00, with deductibles no more than $25,000.00.

**Lessee: Please execute this form and return with your document package.* Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:	Moreton and Co.	Kery Oldroyd
Address:	101 S 200 E	
	Salt Lake City, UT 84103	
Phone/Fax:	801-521-1234	
Email:		

Lessee: West Valley City, Utah
By: *Brandon Hill*
Name: Brandon Hill
Title: Asst. City Attorney

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: EF.Docs.GLF@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X**_____

By: **X**_____
(Agent's Signature)

Print Name: **X**_____ Date: **X**_____

Insurable Value: $400,000.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 25

Item #:	
Fiscal Impact:	$500,023.00
Funding Source:	CIP-Wildland Lease Payments
Account #:	#45-9612-40750-66001-0000
Budget Opening Required:	Yes

ISSUE:

Authorization to purchase Type 3 Wildland BME fire engine through Siddons-Martin Emergency Group.

SYNOPSIS:

West Valley City Department seeks to purchase a Type 3 wildland fire engine by utilizing the seasonal fire deployment revenue stream to make payments on this apparatus resulting in no cost to the taxpayers of West Valley City.

A type 3 fire engine specializes in wildland firefighting carrying 500 gallons of water with the ability to pump and roll along with having four-wheel drive capability. This type of apparatus would be extremely beneficial to the west side of the City in rolling grass hills by U-111. This apparatus would also be an asset during the wintertime due to the four-wheel drive.

This unit would also be in rotation for wildland deployments outside of the city/county/state. Requesting agencies or states pay a rate fee for apparatus and personnel set by Utah Forest Fire and State Lands.

BACKGROUND:

Siddons-Martin Emergency Group is a participant in the Houston-Galveston Area Council, an interlocal entity offering purchasing and procurement services to municipalities around the nation. West Valley City is a member of HGAC and is entitled to purchase services at HGAC prices and from HGAC affiliates and members. Since this purchase is in accordance with HGAC procedures, procurement requirements have been satisfied pursuant to Section 5-3-108 of the West Valley City Municipal Code. The price indicated below is a competitive price and the product meets the City's needs.

Number of Apparatus	Type of Apparatus	Cost Per Apparatus
1	Type 3 BME Fire Engine	$500,023.00

RECOMMENDATION:

Approve purchasing new Type 3 BME through Siddons-Martin Emergency Group.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A FIRE ENGINE FROM SIDDONS-MARTIN EMERGENCY GROUP.

WHEREAS, the City desires to purchase a fire engine for use by the Fire Department (the "Equipment"); and

WHEREAS, Siddons-Martin Emergency Group produces the fire engine compatible with existing Fire Department equipment and can deliver said fire engine in a timeframe meeting the needs of the City; and

WHEREAS, Siddons-Martin Emergency Group participates in an interlocal purchasing cooperative, has met competitive procurement requirements, and offers a price within City budget parameters; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment from Siddons-Martin Emergency Group.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Siddons-Martin Emergency Group for an amount not to exceed $500,023.00 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

FIRE TRUCKS

QUOTATION

Customer	Siddons-Martin Emergency Group 1362 East Richey Road Houston, Texas 77073 800-784-6806

Exp. Date: 06/08/2023
Quote No: 10158-0002 3917 SMEG Freightliner M34 Waterous
Job/Order No: 3917
04/29/2024

PART NO	S		DESCRIPTION	QTY
			== BME, Type 3: Model 34, 500/500 "Targhee" - 2.200 04/17/23 ==	
			COVER SHEET	
00-00-1215	XS	>	Commercial Wildland, Single Axle, Model 34, "Targhee"	1
			GENERAL TERMS AND CONDITIONS	
00-01-0010			Standard Boiler Plate Package (DEALER)	1
00-15-1110		>	|-- Certificate, Weight/Tilt Angle, NFPA (BME)	1
00-20-1310			|-- Performance Testing, Electrical, 12 Volt (BME)	1
00-21-9100			|-- Test Results, Vehicle (BME)	1
00-55-1010			|-- Delivery, Dealer Arranged	1
00-65-1020			|-- Warranty, General Provisions, 1 Year (BME)	1
00-65-2100			|-- Material and Workmanship Rqmts (BME)	1
00-66-1115			|-- Warranty, Body & Structural, 10 Yrs (BME)	1
00-67-1100			|-- Foam Warranty, System, 1 year	1
00-67-1320			|-- Pump Warranty, Waterous, 7 Years	1
00-67-1620			|-- Plumbing Warranty, 10 Years, Stainless Steel	1
00-67-1800			|-- Valve Warranty, Akron, 10 years	1
00-68-2110			|-- Warranty, Foam Tank, Poly, Lifetime	1
00-68-1101			|-- Warranty, Water Tank, Poly, Lifetime	1
00-69-5210			|-- Warranty, Paint, 7 yrs (BME)	1
00-69-5420			|-- Warranty, Lettering/Striping, 3 yrs (BME)	1
00-70-1055			|-- Warranty, Chassis, General (BME)	1
00-75-1405		>	|-- Manuals, Apparatus Complete Electronic, USB	2
			========= CHASSIS SPECIFICATIONS =========	
01-40-1220	XS	< >	F-L M2 106+, 360 HP, 4 Door, Single Axle, 4x4, #41,000, Model 34 Candy Apple Red 97902EY	1
			LABELING	
02-71-1000			*** Cab Seating Placard ***	1

PART NO	S	DESCRIPTION	QTY
02-71-1300		Label, Seating Number, 4, Cab	1
02-71-2999			1
02-71-3000		*** Safety Placards ***	1
02-71-3100		Labels, Standard Package Set	1
02-71-3110		|-- Label, Data, Fluid Levels	1
02-71-3115	>	|-- Label, Data, Pump Performance	1
02-71-3300		|-- Label, Data, "No Ride" Rear Step (LEXAN)	1
02-71-3400		|-- Label, Data, Seat Belt	1
02-71-3700		|-- Label, Noise Danger, Personnel	1
02-71-3900		|-- Label, Ember Separator	1
02-71-3910		|-- Label, Ember Separator, Fresh Air	1
02-71-3920		|-- Label, Data, Do Not Wear Helmet While Seated	1
		LOGOS -- BME	
02-71-4110		Plaque, BME (1)	1
81-15-1605		|-- BME Plaque, Reflective Background, White Back, Red Front	1
		TOWING	
02-72-4002		*** Front Towing Devices ***	1
02-72-4400		Tow Eye Plate, Front, Painted (Durabak) M34 - style	1
02-72-5105		|-- Front Receiver, Off Center	1
02-72-5999			1
02-72-6000		*** Rear Towing Provisions ***	1
02-72-7105		Rear Receiver, Off Center	1
02-72-8300		Towing Provision, Rear Under Body Bustle, Job Color, Model 34	1
		BUMPERS	
02-73-1000		*** Bumper Extensions ***	1
02-73-1240	>	Bumper Extension, 16", Frame Rails	1
02-73-1220	>	|-- Bumper Platform, 16", .125" Alum NFPA T/P	1
02-73-8005		|-- Bumper, International, 15 degree	1
02-73-9701		|-- Front Bumper, Color, Job Color	1
02-73-8008		|-- Bumper, Side Bumper Wings	1
02-73-9710		|-- Front Bumper, Wings, Color, Job Color	1
02-73-1600		Bumper Replacement, Freightliner to Navistar	1
02-73-1999			1
02-73-2000		*** Bumper Compartments ***	1
02-73-2305		Bumper Cmpt, Driver, Hose Stge Compartment	1
02-73-6600		|-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt	1
35-86-1100		|-- Black Straps	1
35-85-2118		|-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
02-73-2999			1
02-73-3305		Bumper Cmpt, Center, Hose Stge Compartment	1
02-73-6100		|-- Bumper Cmpt, Door, Alum T/P, ALDP	1
24-18-2310		|-- D-ring, Polished	1
35-85-2118		|-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
02-73-3999			1
02-73-4305		Bumper Cmpt, Psngr, Hose Stge Compartment	1
02-73-6600		|-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt	1
35-86-1100		|-- Black Straps	1
35-85-2118		|-- Dri-Dek, Grating, Per Bumper Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
02-73-6999			1
02-73-8000		*** Bumper Equipment ***	1
02-73-8006		Bumper, Swivel Elbow Stopper	1
		AIR HORNS	
02-74-1560		Air Horn, (1) Buell, #1063, Frame Mounted, (Model 34)	1

PART NO	S	DESCRIPTION	QTY
02-74-2200		|-- Air Horn, Control, Driver, Single Foot Switch	1
02-74-2520		|-- Air Horn, Control, Pump Panel	1
		EXHAUST SYSTEMS	
02-76-1000		*** Horizontal Exhaust ***	1
02-76-1100		Exhaust System, Extend to Psngr Side	1
02-76-1350		Exhaust, Heat Wrap	1
		MUD FLAPS	
02-77-1000		*** Front Mud Flaps ***	1
02-77-1600		Bumper Box Protective Flaps, Black Rubber	1
02-77-1999			1
02-77-2000		*** Rear Mud Flaps ***	1
02-77-2200		Mud Flaps, Rear Wheels, Manufacturer Logo	1
		CAB STEPS -- ALUM T/P ENCLOSURES -- SCUFF PLATES	
02-79-1200		Cab Step, Fuel Tank Cover, Alum T/P, Driver	1
02-79-1999			1
02-79-2000		*** Cab Step Compartments ***	1
02-79-2060		Cab Step Compartment, Under Cab, Driver, S.S., Double door	1
02-79-3220		|-- Slide Tray, 500#, Under Cab Compartment, Aluminum, W/Dividers	1
41-44-4020		|-- Cmpt Lights, 800 Series Corner LED 21"	1
41-46-1005		|-- Cmpt Light Door Switch, Automatic, Cmpt Door	1
02-79-2109			1
02-79-2160		Cab Step Compartment, Under Cab, Psngr, S.S., Double Door	1
02-79-3100		|-- Slide Tray, 250#, Under Cab Compartment, S/S	1
41-44-4020		|-- Cmpt Lights, 800 Series Corner LED 21"	1
41-46-1005		|-- Cmpt Light Door Switch, Automatic, Cmpt Door	1
02-79-3999			1
02-79-4000		*** Cab Steps ***	1
02-79-4500		Cab Steps, Extrd Diamond Back Alum, (4) Door	1
		CAB DOORS	
02-80-1600		Cab Trim, Door, Reflective NFPA, 4 Door	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
		CAB SEATING AND SCBA EQUIPMENT	
02-81-1550	< >	Seats, Cab, Bostrom, Sentinel Air-100 EXT HBLX	4
		Side arm rests, slide, recline features. Embroidered with BME Logo. Air Ride. No under seat storage.	
02-81-1561	<	|-- Seats, Cab, Bostrom, Seat Material, Dark Grey Vinyl	4
		#118115-02369F	
		AIR SYSTEMS	
02-87-2200		Air Outlet, Pump Panel, Manual, Drivers Pnl, W/Shutoff at Tank	1
02-87-2705		Air Tank Relocation, Rear	1
		ADDITIONAL CHASSIS MODIFICATIONS	
02-88-2125		Chassis Batteries, Relocated, Model 34	1
02-88-2199			1
02-88-2500		Under hood Light, LED	2
02-88-4100		Ember Separator, Screen, Installation, Chassis Engine	1
02-88-4200		Ember Separator, Screen, Installation, Fresh Air Cab	1
02-88-4300		Ember Separator, Screen, Installation, Fire Pump Engine, Aux	1
02-88-4399			1
02-88-5330	<	Fuel Tank Skid Plate	1
		To be painted or PC black.	

PART NO	S	DESCRIPTION	QTY
02-88-5399			1
02-88-6300		Exterior Cab Trim, Debris Skirt (Navistar Only)	1
02-88-7100		Protective Sleeve, Air, Fuel, Elec Lines, Fire Resistant Sleeves	1
02-88-7110		Fuel Tank Venting	1
02-88-7999			1
02-88-8100		Tire Pressure Monitoring System, Real Wheels	1
		========== WATEROUS FIRE PUMPS ==========	
07-05-2100		Pump, Waterous, CPK3, PTO, 2-Stg, 500	1
07-20-1300		|-- Pump Primer, Waterous, VPOS, Oil Less, Electric	1
07-20-1800		|-- Pump Primer, Waterous, VAP Priming Valve	1
07-21-2550		|-- Pump Shift, Waterous, PTO, Pump and Roll	1
07-21-1200		|-- Relief Valve, Waterous, PTO	1
07-22-1200		|-- Pump Seal, Mechanical, Waterous	1
10-01-1410		|-- Pump Test, NFPA, 1906, Factory Test	1
10-02-1100		|-- Pump Drive, PTO and Drivelines, Chelsea (Transmission mounted)	1
10-03-1200		|-- Intake-Relief Valve, Waterous	1
10-04-1120		|-- Pump Cooler, Bypass-To-Tank, 3/8"	1
10-04-1600		|-- Waterous, Thermal Bypass, Overheat Protection Manager	1
10-06-1200		|-- Pump Drain, Master-Low Point, Handwheel	1
10-09-1100		|-- Piping, Stainless Steel, PTO, <500GPM	1
08-12-9999			1
07-09-1450		Pump, Waterous, Auxiliary, E511-C, Main/Aux	1
07-09-1610		|-- Pump, Waterous, Aux Pump Controls, Cab and Pump Panel	1
07-20-1800		|-- Pump Primer, Waterous, VAP Priming Valve	1
07-20-1805		|-- Pump Primer, Waterous, Aux Share with Main Pump	1
10-01-1220		|-- Pump Test, NFPA 1906, BME Performance	1
10-09-1300		|-- Piping, Stainless Steel, Auxiliary Pump	1
10-09-9300		|-- Paint, Pump & Piping, Unpainted	1
10-80-5300		|-- Fuel System, Plumbed to Chassis Fuel Tank	1
10-80-6100		|-- Battery, 12V, From Chassis, Quick Disconnect	1
10-81-6100		|-- Plumbing, Piped to Main Fire Pump	1
		========== PUMP INTAKES ==========	
		LEFT SIDE INTAKE	
11-01-1000		*** Left Side Ungated Intakes ***	1
11-01-1300		Intake, Ungated, 4", LH Side	1
11-07-3300		|-- Cap, 4", Chrome Brass, Rocker Lug	1
11-01-1799			1
11-01-2000		*** Left Side Gated Intakes ***	1
11-01-2100		Intake, Gated, 2.5", LH Side	1
10-07-1105		|-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull	1
10-15-1120		|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
11-07-1100		|-- Plug, 2.5", Chrome Brass, Rocker Lug	1
		RIGHT SIDE INTAKE	
11-02-3000		*** Right Side Gated Intakes ***	1
11-02-3100		Intake, Gated, 2.5", RH Side	1
10-07-1105		|-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull	1
10-15-1120		|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
11-07-1100		|-- Plug, 2.5", Chrome Brass, Rocker Lug	1
		TANK-TO-PUMP	
11-10-2000		*** Tank To Pump - PTO Pumps ***	1
11-10-2300		Tank-To-Pump, 3", W/Check Valve	1
10-15-1230		|-- Valve, Akron Brass, 8830 Series, (Tank to Pump)	1
10-20-0040	>	|-- Valves, Direct, R1, Handle	1
10-23-1400		|-- Air Operated Valve Cntrl, 3"	1

PART NO	S	DESCRIPTION	QTY
		PUMP-TO-TANK	
11-20-2200		Pump-To-Tank, 2", Water Tank, (Model 34)	1
10-15-1220		|-- Valve, Akron Brass, 8820 Series (Pump to Tank)	1
10-20-0040	>	|-- Valves, Direct, R1, Handle	1
10-20-1110		|-- Pull Rod Valve Cntrl, Thuemling, Locking	1
		LEFT SIDE DISCHARGES	
12-05-1000		*** 2.5" Left Side Discharges ***	1
12-05-1120		Discharge, 2.5", LH Forward	1
10-08-1100		|-- Discharge Valve Bleeder, Class 1, Manual 1/4 Turn	1
10-15-1120		|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-22-4100		|-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain	1
14-31-1055		|-- Line Pressure Gauge, SPAN, 2.5"	1
14-30-1400		|-- Pressure Gauge, Drains	1
14-30-4100		|-- Gauge Backlighting, LED, White	1
14-30-4600		|-- Standard Dial Face, Black on White	1
14-30-5100		|-- Gauge Bezel, Chrome	1
		========== REAR DISCHARGES ==========	
12-07-2000		*** 2.5" Rear Left Discharges ***	1
12-07-2100		Discharge, 2.5", Rear LH	1
10-15-1120		|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-20-1050		|-- NO--Reducing Adapter	1
12-21-1200		|-- Elbow, 2.5"F x 2.5"M, Chrome Brass	1
12-22-4100		|-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain	1
12-08-0299			1
12-08-1000		*** 2" Rear Right Discharges ***	1
12-08-1100		Discharge, 2" x 1.5", Rear RH	1
10-15-1115		|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-20-1150		|-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass	1
12-21-1100		|-- Elbow, 1.5"F x 1.5"M, Chrome Brass	1
12-22-2100		|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	1
		1-1/2" / 2" CROSSLAY DISCHARGES	
12-10-1056		Crosslay Discharge, (2) 1-1/2", Over Pump Panel (Model 34)	1
10-15-1115		|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	2
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	2
12-11-5150		|-- Crosslay Cover, Alum T/P, Vinyl NFPA Ends	1
12-11-7310		|-- Crosslay Flaps, Vinyl, Red	2
12-11-6110		|-- Crosslay Flared Edges, Both Sides	1
12-20-1150		|-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass	2
12-22-2100		|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	2
		FRONT BUMPER DISCHARGES	
12-13-1210		Bumper Dschrg, 2" Valve, 1-1/2" Front, Swivel, Left Side	1
10-15-1115		|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-22-2100		|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	1
12-13-1299			1
12-13-1310		Bumper Dschrg, 2" Valve, 1-1/2" Front, Swivel, Right Side	1
10-15-1115		|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-22-2100		|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain	1
12-13-1359			1
12-13-1360		Discharge Isolation Vlv Cntrl, 2", Wildland,	1
10-15-1700		|-- Valves, Akron, Brass, 8820 Series, Isolation Valve	1
10-20-0040	>	|-- Valves, Direct, R1, Handle	1

PART NO	S	DESCRIPTION	QTY
		HOSE REELS	
12-31-2205		Hose Reel, HANNAY, Elec Rewind, Super Booster (Model 34)	1
10-15-1105		|-- Valves, Akron, Brass, 8810 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060		|-- Valve, Direct, Local Control, Akron locking TSC	1
12-31-3100		|-- Mounting Hose Reel, Over Pump Area	1
12-32-2110		|-- Rewind Cntrl, Weatherproof Push Buttons, Model 34	2
12-32-6700		|-- Rollers, Hose Reel, Model 34	1
		INJECTION - FOAM SYSTEMS	
13-10-1120	<	Foam System, FoamPro, 1600 12V Elec, Model 34	1
		The following discharges shall have foam distributed to them.	
		Front bumper discharges	
		Front bumper monitor (if applicable)	
		Pump house crosslay pre connects	
		Booster hose reel	
		Rear 1-1/2" discharge	
13-10-5200		|-- Foam System, FoamPro, On-Off Switch in Cab	1
13-11-1110		|-- Foam Upload System, Hale, EZ Foam	1
		========== PUMP ENCLOSURES ==========	
14-01-2140		Pump Enc, PTO, Steel, 27"W, Model 34	1
10-81-8800		|-- Auxiliary Pump, Cover, ALDP	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
		PUMP ENCLOSURE STEPS	
14-15-1225	XS	Running Boards, Pump Panel, Non-slip, Driver/Passenger	1
		PUMP ENCLOSURE SERVICE ACCESS DOORS	
14-16-1100		Pump Enc Door, Upper LH, S/S, Blk Powder Coated, Model 34	1
		PUMP PANELS	
14-25-1100		Pump Panels, SM, Stainless Steel, Blk Powder Coated, Model 34	1
		PUMP PANEL INSTRUMENTATION	
14-30-1300		Master Discharge Pressure / Intake Pressure Gauges, SPAN, 4.5"	1
14-30-1500		|-- *** 4.5" Master Pressure Gauges - Intake***	1
14-30-1600		|-- Master Intake Pressure Gauge, SPAN, 30-0-150	1
14-30-1400		|-- Pressure Gauge, Drains	1
14-30-4100		|-- Gauge Backlighting, LED, White	1
14-30-4600		|-- Standard Dial Face, Black on White	1
14-30-5100		|-- Gauge Bezel, Chrome	1
14-30-1999		|--	1
14-30-2000		|-- *** 4.5" Master Pressure Gauges - Discharge***	1
14-30-2300		|-- Master Discharge Pressure Gauge, SPAN, 0-600	1
14-30-4100		|-- Gauge Backlighting, LED, White	1
14-30-4600		|-- Standard Dial Face, Black on White	1
14-30-5100		|-- Gauge Bezel, Chrome	1
14-30-2999		|--	1
14-30-3000		|-- *** Test Taps - Pressure Gauges ***	1
14-30-3100		|-- Gauge, Test Taps	1
		ENGINE CONTROLS AND GAUGES	
14-35-2130		Pressure Governor, FRC, PBA401-D00, Pump Boss (Cummins)	1
		WATER TANK LEVEL GAUGES	

PART NO	S	DESCRIPTION	QTY
14-40-1100		Water Tank Gauge, FRC, TankVision, Pump Panel	1
14-40-4215		|-- Level Gauge, Activation, Battery Switched	1
14-40-1115		Water Tank Gauge, FRC, TankVision, Console	1
14-40-1400	<	Water Tank Gauge, FRC, TankVision, MaxVision	2
		Place on each side of the front upper body.	
14-40-4215		|-- Level Gauge, Activation, Battery Switched	2
		FOAM TANK LEVEL GAUGES	
14-40-5100		Foam Tank Gauge, FRC, Class A, Pump Panel	1
14-40-4215		|-- Level Gauge, Activation, Battery Switched	1
		LABELING AND LIGHTING	
14-45-1000		*** Identification Labels ***	1
14-45-1210		Nomenclature Plates, Color Coded, English, Lexan w/Bezel	1
14-45-1999			1
14-45-2000		*** Pump Panel and Pump Enclosure Lighting ***	1
14-45-2155		Pump Panel Light, Midship, Driver, LED, Tecniq, 3 Lights	1
14-45-3000		|-- Pump Panel Light, Actuated Pump Engagement	1
14-45-2199			1
14-45-2255	<	Pump Panel Light, Midship Psngr, LED, Tecniq, 1 Light	1
		Light shall be activated when the pump is engaged.	
14-45-2999			1
14-45-3210		Pump Enc Lights, Plumbing Area, Manual Switch, Tecniq E10	1
		PUMP PANEL EQUIPMENT	
		---------- STEEL BODY CONSTRUCTION ---------	
20-10-2125		Body Constrc, Steel, Gnrl Design, Wildland, Targhee	1
20-12-1100		|-- Body Sub-structure Steel, Pumper	1
20-13-1100		|-- Frame Mounting, Steel Body, Pumper	1
20-14-1110		|-- Compartment Constrc, Steel, Sweep-Out Floors	1
20-14-1200		|-- Exterior Sheet Metal Body Fabrication, Steel, Pumper	1
20-14-1300		|-- Interior Sheet Metal, Body Construction, Steel, Pumper	1
		******* Model 34 - Targhee Compartments ********	
21-01-2701		*** Drivers Side Compartments ***	1
21-01-2720		Cmpt Dim, Drivers, 51"W x 39"H, D1	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		|-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-01-7120		|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2)	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-20-0050		|-- NO--Slide Tray	1
35-45-1000		|-- NO-- Vertical Divider	1
35-50-6005		|-- NO--Tool Board, Rear Wall	1
35-50-6010		|-- NO--Tool Board, Side Walls	1
35-70-3201		|-- NO--SCBA Mounting	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0015		|-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
42-20-1050		|-- NO - 12V Power	1

PART NO	S	DESCRIPTION	QTY
21-01-2725			1
21-01-2740		Cmpt Dim, Drivers, 34"W x 58"H, D2	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		|-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-01-7120		|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2)	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-20-0050		|-- NO--Slide Tray	1
35-45-1000		|-- NO-- Vertical Divider	1
35-50-6005		|-- NO--Tool Board, Rear Wall	1
35-50-6010		|-- NO--Tool Board, Side Walls	1
35-54-1050		|-- NO-- Slide Out Vertical Tool Boards	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0015		|-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
42-20-1050		|-- NO - 12V Power	1
21-01-2799			1
21-01-2800		*** Passenger Side Compartments ***	1
21-01-2811		Cmpt Dim, Psngr, 51"W x 39"H, P1	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		|-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-01-7120		|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2)	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-20-0050		|-- NO--Slide Tray	1
35-45-1000		|-- NO-- Vertical Divider	1
35-50-6005		|-- NO--Tool Board, Rear Wall	1
35-50-6010		|-- NO--Tool Board, Side Walls	1
35-70-3201		|-- NO--SCBA Mounting	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0015		|-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
42-20-1050		|-- NO - 12V Power	1
21-01-2815			1
21-01-2831		Cmpt Dim, Psngr, 34"W x 58"H, P2	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		|-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-01-7120		|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2)	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-20-0050		|-- NO--Slide Tray	1
35-45-1000		|-- NO-- Vertical Divider	1
35-50-6005		|-- NO--Tool Board, Rear Wall	1
35-50-6010		|-- NO--Tool Board, Side Walls	1
35-54-1050		|-- NO-- Slide Out Vertical Tool Boards	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1

PART NO	S	DESCRIPTION	QTY
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0015		|-- Compartment Lighting, Code 3 800 series, (3)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
42-20-1050		|-- NO - 12V Power	1
21-01-2839			1
21-01-2840		*** Back Compartments ***	1
21-01-2841		Back Compartment, 27"W x 34"H, B1	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
24-17-5100		|-- Compt, Sill Plate, Polished Stainless Steel, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-01-7105		|-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-20-0050		|-- NO--Slide Tray	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0010		|-- Compartment Lighting, Vertical, Code 3 800 series, (Large) (2)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
42-20-1050		|-- NO - 12V Power	1
21-01-2860		*** Special Compartments ***	1
21-01-2880		Pump House Cmpt, 21"W x 23"H x 12"D, PH1	1
24-09-1200		|-- Ventilation and Filter, Weber Style, Compartment	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
35-01-1110		|-- Adj tracks, Uni-Strut	1
35-10-0155	>	|-- Shelf, Adjustable, Alum 1/8"	1
35-85-2115		|-- Dri-Dek, Grating, Per Cmpt Shelf	1
35-85-5001		|-- Dri-Dek, Black	1
81-20-2510		|-- Stripe, Shelves, Reflective	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
35-85-2110		|-- Dri-Dek, Grating, Per Cmpt Surface	1
35-85-2120		|-- Dri-Dek, Grating, Edging, Per Cmpt	1
35-85-5001		|-- Dri-Dek, Black	1
41-45-0011		|-- Compartment Lighting, Two, Vertical, Code 3 800 series, (Small)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
21-01-2885		Pump House Cmpt, 11.5"W x 18"H x 18"D, PH2	1
24-09-3100		|-- Cmpt Floor Drains, Corners, Each	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
		SLIDE-IN LADDER CMPTS	
23-68-5715		Ladder Cmpt, Vertical, 20' 3 Section, Rear, Psngr, (M34 2021)	1
41-46-2005		|-- Door Open Sensor, Compt Door	1
		SLIDE-IN SUCTION HOSE CMPTS	
23-68-6002		*** Hard Suction Hose Cmpt - Slide-in Rear ***	1
23-68-6115		Hard Suction Cmpt, Rear, Drivers/Psngr, M34 2021	1
41-46-2005		|-- Door Open Sensor, Compt Door	2
		HOSE BED COMPARTMENTS	
23-72-4000		*** Hose Bed Dunnage Compartments --Center ***	1
23-72-4100		Top Compartment, Center, (Model 34), TC1	1
24-14-1001		|-- Doors, Roof Compts, Lift Up Alum T/P, Small <1000sq.in	1
24-19-0100		|-- Lever Latch, Black, Non-Locking, Round Button, Each	1
41-45-0005		|-- NO--Compartment Lighting	1
41-46-2005		|-- Door Open Sensor, Compt Door	1

PART NO	S	DESCRIPTION	QTY
23-72-4105		Top Compt, Painted Smooth Alum, Bolted Panel, Rear Upper Center	1
		========== BODY COMPONENTS ==========	
		WHEEL WELL AREA	
24-01-1100		*** Wheel Well Panels -- Single Axle ***	1
24-01-1400		Wheel Well Panel Constr, Galv Steel Body, Pntd	1
24-03-1999			1
24-03-2000		*** Wheel Well Liners ***	1
24-03-2400		Wheel Well Inner Liners, Body, Plastic, 22.5" rims, S/A	1
24-03-2999			1
24-03-3000		*** Fenderettes ***	1
24-03-4100		Fenderettes, Body, Polished S/S, 22.5" rims (2) Single Axle	1
		DRIVERS SIDE -- SCBA OPENINGS AND COMPARTMENTS	
24-05-1700		SCBA Stge, Drivers, Fwd Wheelwell, 8" Round	1
24-05-2450		|-- SCBA Door, Cast Products, Lever Latch	1
24-05-2500		|-- SCBA Tube, Plastic, w/ Mat	1
24-19-0415		|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each	1
24-05-7000		|-- SCBA Cylinder Tether, 1" Nylon	1
24-05-2300		SCBA Stge, Drivers, Rear Wheelwell, 8" Round	1
24-05-2450		|-- SCBA Door, Cast Products, Lever Latch	1
24-05-2500		|-- SCBA Tube, Plastic, w/ Mat	1
24-19-0415		|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each	1
24-05-7000		|-- SCBA Cylinder Tether, 1" Nylon	1
		PASSENGER SIDE -- SCBA OPENINGS AND COMPARTMENTS	
24-05-5700		SCBA Stge, Psngr, Fwd Wheelwell, 8" Round	1
24-05-2450		|-- SCBA Door, Cast Products, Lever Latch	1
24-05-2500		|-- SCBA Tube, Plastic, w/ Mat	1
24-19-0415		|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each	1
24-05-7000		|-- SCBA Cylinder Tether, 1" Nylon	1
24-05-6300		SCBA Stge, Psngr, Rear Wheelwell, 8" Round	1
24-05-2450		|-- SCBA Door, Cast Products, Lever Latch	1
24-05-2500		|-- SCBA Tube, Plastic, w/ Mat	1
24-19-0415		|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each	1
24-05-7000		|-- SCBA Cylinder Tether, 1" Nylon	1
		RUB RAILS	
24-07-6330		Rub Rails, Alum Chan, 2" x 1.5", Ribbed	1
81-15-1522		|-- Reflective Color, White	1
		FRONT AND REAR BODY SURFACE -- SCUFF PLATES	
24-08-1000		*** Front of Body ***	1
24-08-1100		Protective Surface, Alum T/P, Entire Front	1
24-08-2100		Protective Front Corner Trim, S/S	1
24-08-2999			1
24-08-3000		*** Rear of Body ***	1
24-08-3400		Rear Body Panels, Painted	1
24-08-4200		Protective Rear Corner Trim, S/S	1
24-08-4999			1
24-08-5000		*** Top of Body ***	1
24-08-5100		Protective Surfaces, Alum T/P, Top of Side Cmpts	1
24-08-7999			1
24-08-8000		*** Anodized Aluminum Drip Rails ***	1
24-08-8100		Drip Rails	1
		HINGED DOORS -- ALUMINUM PAINTED	

PART NO	S	DESCRIPTION	QTY
24-12-1100		Doors, Hinged, Alum Painted, Single, Base Specs	1
24-18-2310		|-- D-ring, Polished	1
24-18-2420		|-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each	1
81-20-2505		|-- Stripe, Cmpt Door, Reflective, Each, Color Options	1
81-15-1521		|-- Reflective Color, Red/Wht DOT	1
24-12-1199			1
24-12-1205	XS	Doors, Hinged, Alum Painted, Double-Door, Double D-Ring	5
24-18-2310		|-- D-ring, Polished	10
24-18-2420		|-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each	10
81-20-2505		|-- Stripe, Cmpt Door, Reflective, Each, Color Options	10
81-15-1521		|-- Reflective Color, Red/Wht DOT	10
		========== REAR STEPS ==========	
24-20-3000		*** Rear Steps - Extruded Aluminum DIAMOND BACK ***	1
24-20-3165		Rear Step, 3 Piece w/step, Extruded Alum, Diamond Back, M34	1
		AUXILIARY STEPS	
24-21-3190		Steps, Fixed CPI, Drivers, Rear	3
24-21-3230		Steps, Fixed CPI, Psngr, Rear	3
		HANDRAILS AND GRAB HANDLES	
24-26-5299		***Knurled Grab Handles***	1
24-26-5301		Handrails, Knurled, Vertical, 18"	1
24-26-5305		Handrails, Knurled, Vertical, 42"	2
24-26-5320		Handrails, Knurled, Horizontal, 12"	2
24-26-5321		Handrails, Knurled, Horizontal, 18"	2
24-26-5328		Handrails, Knurled, Horizontal, 60"	1
		HOSE BED CONSTRUCTION	
24-30-2210		Hose Bed, Aluminum, Spec, Wildland, (Model 34 2021)	1
		HOSEBED DIVIDERS	
24-32-1005		--NO Hosebed Divider	1
24-32-3525		Hose Storage, I-Zone Brckts, Rear (2) , Model 34	1
		HOSEBED GRATING	
24-32-4115		Hosebed, Grating, Alum, Wildland (Model 34 2021)	1
		HOSEBED COVERS -- WILDLAND TRUCKS	
24-33-1115		Hosebed Covers, Alum T/P, Dbl Door, Flap, Model 34	1
24-32-7305		|-- Hosebed Rear Flap and Straps, Model 34	1
24-33-5120		|-- Hosebed Flaps, Color, Red	1
41-35-1835		|-- Hosebed Lights, Tecniq E10, LED	4
41-46-2005		|-- Door Open Sensor, Compt Door	1
		========== WATER TANK SPECIFICATIONS ==========	
28-01-1501		Water Tank Capacity, 500 Gallons, Poly (Model 34)	1
28-02-1020		|-- Water Tank, Poly, UPF Base Specs	1
28-02-1100		|-- Water Tank Shape, Rectangular	1
28-04-1200		|-- Fill Tower, Water Tank, 8" x 8" x 8", Type 3	1
28-06-1100		|-- Fill Tower, Overflow, Water Tank, 3" PVC Pipe, <500G	1
28-07-1305		|-- Sump, Water Tank, Model 34	1
28-10-1100		|-- Water Tank Drain, 3"	1
29-05-1205		|-- Foam Tank Capacity, 20 Gallons, Poly, Model 34, Seperate	1
29-40-1100		|-- Foam Tank, Fill and Vent, Class A	1
29-50-1050		|-- Foam Tank Drain and Valve, 3/4"	1

PART NO	S		DESCRIPTION	QTY
			DIRECT TANK FILL CONNECTIONS	
28-31-1000			*** Direct Tank Quarter-Turn Fill Valve - Rear ***	1
28-31-1100			Direct Tank Fill Valve, Drivers, Rear, 2.5", w/Strainer and Plug	1
10-15-1120			|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only)	1
10-20-0060			|-- Valve, Direct, Local Control, Akron locking TSC	1
11-07-1100			|-- Plug, 2.5", Chrome Brass, Rocker Lug	1
12-21-3700			|-- Elbow, 2.5"F x 2.5"M, Chrome Brass, Direct Tank Fill	1
			BACK PACK FILL PROVISIONS	
28-32-3155			Back Pack Fill, GHT x 1/2"NPT, w/vlv, Pump Panel, M34	1
			========== 12 VOLT ELECTRICAL ==========	
40-05-1000			*** 12 Volt Base Electrical Wiring ***	1
40-05-1150			Electrical, 12V, Base Wiring Specs, Wildland	1
40-05-4600			|-- Electrical Harness, Wildland	1
			CONSOLES AND SWITCH PANELS	
40-10-1155		< >	Rear Console, Cab, Navistar HV, Freighliner, AP-00-008392	1
			Rear console AP8392 mounted on AP 18112 pedestal. Painted multi-spec hamlet black.	
40-10-1700			|-- Cup Holder, Each	2
40-10-9900			|-- Console Finish	1
80-21-2322			|-- Multi-Spec, Color, Hamlet Black	1
42-21-1110			|-- 12V Power Outlet, 20 Amp, Console	2
42-21-3310			|-- 12 Volt Pwr Source, Switched Battery	2
42-21-1550			|-- USB Fast Charge Port, Blue Sea, Dual, Socket Mount	2
42-21-3310			|-- 12 Volt Pwr Source, Switched Battery	2
40-10-1205	XS	< >	Electrical Console, Cab, BME, Freightliner, AP-00-017593	1
			Front console AP-17593. Painted multi-spec hamlet black.	
40-10-1500			|-- Map Box	1
40-10-9900			|-- Console Finish	1
80-21-2322			|-- Multi-Spec, Color, Hamlet Black	1
42-21-1110			|-- 12V Power Outlet, 20 Amp, Console	1
42-21-3310			|-- 12 Volt Pwr Source, Switched Battery	1
42-21-1555			|-- USB/ USB-C, Charging Port	1
42-21-3310			|-- 12 Volt Pwr Source, Switched Battery	1
			BATTERY EQUIPMENT INSTALLATION	
40-15-1000			*** Battery And Ignition Switches ***	1
40-15-1150			Battery Switch, Master Disconnect, Chassis Supplied	1
40-15-2999				1
40-15-3000			*** Battery Charger Systems ***	1
40-15-3310			Battery Charger, Kussmaul, Autocharge 1000 PLC, Deluxe Pkg, 51-04-1304, 20A	1
40-15-6201		<	|-- Kussmaul Auto Eject Cover, Yellow	1
			Auto eject shall be mounted under cab next to block heater.	
			VEHICLE IDENTIFICATION LIGHTS	
40-25-1355			Clearance Lgts, LED, DOT, Wildland, Model 34	1
			LICENSE PLATE MOUNTING	
40-30-1310			License Plate Mounting, Tecniq LED, L110, Rear	1
			STOP - TAIL - TURN - BACK-UP INDIVIDUAL LIGHTS	
40-66-0010			Stop, Tail, Turn Lights, Whelen M Series, Quad, Package	1
40-32-1000			|-- *** Tail and Stop Lights ***	1
40-32-5150			|-- Stop/Tail Lgts, Whelen #M62BTT, LED, 4" x 6",(2)	1
40-32-9999			|--	1

PART NO	S		DESCRIPTION	QTY
40-33-1000			|-- *** Turn Signals ***	1
40-33-5160			|-- Turn Signals, Whelen M62T, LED, LED, (2)	1
40-34-9999			|--	1
40-35-1000			|-- *** Back Up Lights ***	1
40-35-5150			|-- Back up Lights, Whelen M62BU, LED, 4" x 6", (2)	1
40-55-1999			|--	1
40-55-2000			|-- *** Tail Light Mountings and Bezels -- 4 Lights ***	1
40-55-2300			|-- Tail Light Bezels, Whelen #M6FCV4, (4) lts, 4" x 6" (2)	1
45-75-9999			|--	1
45-80-1000			|-- *** Lower Rear Warning Lights ***	1
45-80-1815			|-- Warning Lights, Whelen, M6RC, Lower Rear, (2), (No Bezel)	1
			MAP LIGHTS	
41-15-1605			Map Light, Havis Shields #C-MAP-T-LED, 12" LED (Model 34)	1
			UNDERBODY AND GROUND LIGHTS	
41-25-1000			*** Bumper Ground Lights ***	1
41-25-1305			Ground Lights, Front Bumper, Tecniq E10, LED	2
41-25-5360			|-- Ground Lights, Activation, Park Brake/Park Signal	2
41-25-1999				1
41-25-2000			*** Cab Ground Lights ***	1
41-25-2510			Ground Lights, Cab, 4 Door, Tecniq E10, LED	4
41-25-5360			|-- Ground Lights, Activation, Park Brake/Park Signal	4
41-25-2999				1
41-25-3000			*** Body Ground Lights ***	1
41-25-3210			Ground Lights, Pump Panel, Tecniq E10, LED	2
41-25-5360			|-- Ground Lights, Activation, Park Brake/Park Signal	2
41-25-3499				1
41-25-5255			Ground Lights, Under Rear Step, Tecniq E10, LED	2
41-25-5360			|-- Ground Lights, Activation, Park Brake/Park Signal	2
			SCENE LIGHTS	
41-36-5285		< >	Scene Light, Whelen, Pioneer Micro, MPBB, Middle Rear Steps M34 Two lights will be located under the middle steps on the back of the apparatus. They shall be operated by the "Rear Scene" switch located on the Whelen siren controller	2
41-36-5299				1
41-36-5300		< >	Scene Light, Whelen, PCPSM1C, LED Zone B&D (2) scene lights mounted on upper front of the body and (2) scene lights shall be mounted at the upper rear. Zone C (2) scene lights mounted on rear upper body, below the upper warning lights.	6
41-40-6401			|-- Scene Light Switching, Cab Console, Individual (Left Right Rear)	2
41-36-5510			Scene Lights, Whelen, Pioneer Summit, 30" S30MB, Front Bumper	1
41-40-6401	XS		|-- Scene Light Switching, Cab Console, Individual	1
			HINGED DOOR COMPARTMENT LIGHTS	
41-46-2000			*** Door Open Light and Alarm ***	1
41-46-2125			Door Open Light and Buzzer, Zones, Model 34	1
			RADIOS AND ANTENNAS	
42-10-1005			NO--Radio Prewire	1
42-10-1006			NO--Radio Installation.	1
42-10-2015			Radio Antenna, Installation	4
			BACK UP ALARMS	
43-10-1110			Back Up Alarm, Self Adjusting	1
			HEADLIGHT FLASHERS OR WIG-WAG	

PART NO	S		DESCRIPTION	QTY
43-15-1760			Headlight, Flasher, Wig-Wag	1
43-15-2030			|-- Wig Wag, Activation, Siren Controller, Slide Switch Pos #3	1
			ELECTRONIC SIRENS AND SPEAKERS	
44-05-1000			*** Whelen Siren/PA Systems ***	1
44-05-1288			Siren, Electronic, Whelen, CenCom Core C399, T/A	1
44-05-1302			|-- Whelen, Core, Control Head, CCTL6	1
44-05-1322			|-- Whelen, Core, WeCanX, Traffic Advisor Module, CTA	1
44-09-1000			*** Siren Speakers ***	1
44-09-1500			Speaker, Whelen, #SA315P, 100 Watt, nylon housing	1
			ZONE A -- UPPER CAB LIGHTBARS	
45-05-2026		>	Lightbar, Whelen, Cenator, Duo, WeCanX, 60", TB0DDDD, LIN 6	1
			LOWER ZONE A -- FRONT LOWER	
45-40-1610			Warning Lights, Whelen, M6D RED/WHT, Lwr Front, (2)	1
41-40-7530			|-- Bezels, Whelen, M6, Chrome Plastic	2
45-40-1705		<	Warning Lights, Whelen, Lower Front, ION-T, TLIR, (2)	1
			Mount on lower outer edges of front bumper.	
			ZONE B AND D -- LOWER CAB INTERSECTION LIGHTS	
45-45-1515			Warning Lights, Whelen, M6RC, Intersection, (2), LED	1
41-40-7530			|-- Bezels, Whelen, M6, Chrome Plastic	2
			ZONE B AND D -- LOWER MID-BODY SIDE WARNING LIGHTS	
45-55-1515			Warning Lights, Whelen, M6RC, Lwr Mid Body, (2), LED	1
41-40-7530			|-- Bezels, Whelen, M6, Chrome Plastic	2
			ZONE B AND D -- UPPER REAR CORNER BODY WARNING LIGHTS	
45-70-1515			Warning Lights, Whelen, M6RC, Upper Side Rear, (2), LED	1
41-40-7530			|-- Bezels, Whelen, M6, Chrome Plastic	2
			ZONE C -- UPPER REAR WARNING LIGHTS	
45-75-1515			Warning Lights, Whelen, M6RC, Upper Rear, (2), LED	1
41-40-7530			|-- Bezels, Whelen, M6, Chrome Plastic	2
			TRAFFIC ARROWS	
46-05-1860			Traffic Advisor, Whelen, TAZ86, LED, Eight Lamp	1
			========== PAINTING ==========	
80-00-0001	XS	>	Paint Codes - Candy Apple Red - 97902EY	1
			EXTERIOR PAINTING ---- BODY	
80-10-0002			*** Wildland -- Exterior Body Painting ***	1
80-10-1000		>	Paint, Wildland, 60-84" CA Body, Single Axle, 1 Color	1
			INTERIOR PAINTING --- COMPARTMENTS	
80-21-2305			Cmpt Pntg, Multispec, (6) Compts.	1
80-21-2322			|-- Multi-Spec, Color, Hamlet Black	1
			MISCELLANEOUS PAINTING AND BODY FINISHING OPTIONS	

PART NO	S	DESCRIPTION	QTY
80-60-0000		*** Touch Up Paint ***	1
80-60-1000		Body Paint, Touch Up, Pint One Color	1
80-61-9999			1
80-65-0000		*** Miscellaneous Painting ***	1
80-65-1200		Painting, Valves, To Match Truck	1
		====== BLACKOUT PACKAGE======	
		REFLECTIVE STRIPING	
81-20-6005		Striping Package, Single 4" Reflective Stripe (Medium)	1
		LADDERS	
90-03-9999	U	Ladder, Extension, Duo-Safety, 20' Alum, 3 Section, SMEG LE Supplied	1
		WHEEL CHOCKS	
90-09-1710		Wheel Chocks, Worden, Alum, w/Handle, Large, HWC-7WH (2)	2
		FIRE EXTINGUISHERS	
90-10-1110		Extinguisher, Dry Chem, 5#, 2A:10B:C, w/mntg	1
		-------- MISCELLANEOUS EQUIPMENT --------	
90-40-4100		Jack, 12T, Hyd bottle	1
90-40-4500		Lug Wrench and Breaker Bar	1
		NFPA AND DOT SAFETY AND HIGHWAY EQUIPMENT	
90-42-1200		Reflector Set, Triangular D.O.T.	1
99-99-6000	XS	Concession, Targhee	1

Siddons Martin Emergency Group, LLC
7285 S. 700 West
Midvale, UT 84047
Business Number 221B

July 30, 2024

Chris Beichner, Deputy Chief
WEST VALLEY CITY FIRE DEPARTMENT
3600 CONSTITUTION BLVD
WEST VALLEY CITY, UT 84119

Proposal For: 2025, West Valley, BME Type 34

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to WEST VALLEY CITY FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB WEST VALLEY CITY FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount

Qty. 1 - 3910 - BME Freightliner M2-106 Pumper, Wildland, Type 3
(Unit Price - $499,023.00)
Delivery within 5-6 months of order date
QUOTE # - SMEG-0008089-0

Vehicle Price	$499,023.00
3910 - UNIT TOTAL	**$499,023.00**
SUB TOTAL	$499,023.00
HGAC FS12-19 (BME)	$1,000.00
TOTAL	**$500,023.00**

Price guaranteed for 60 days or until is sold. Stock trucks are on a first come first serve basis.

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Utah. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely, Josh Evertsen

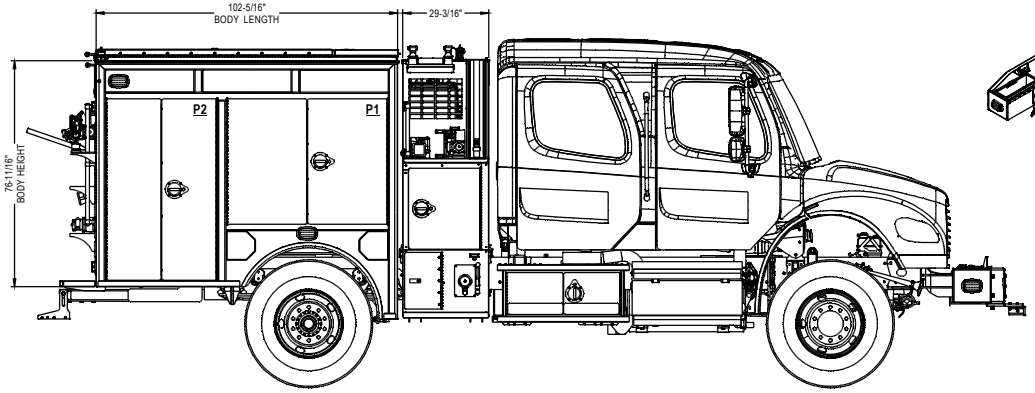
Joshua Evertsen

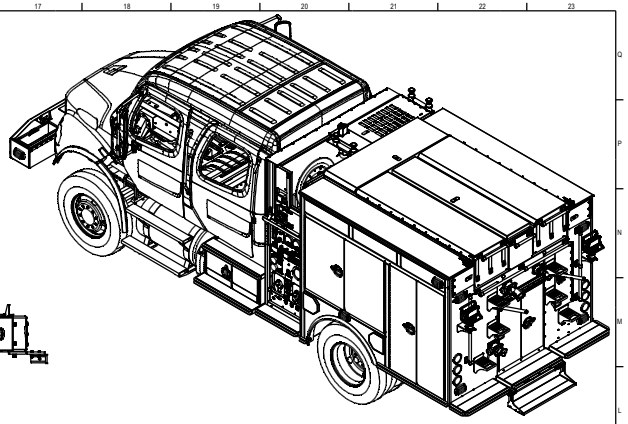
I, _____, the authorized representative of WEST VALLEY CITY FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

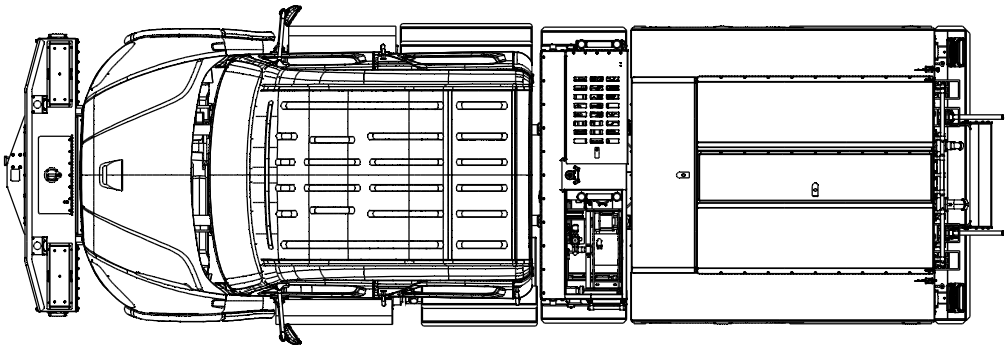
_____
Signature & Date

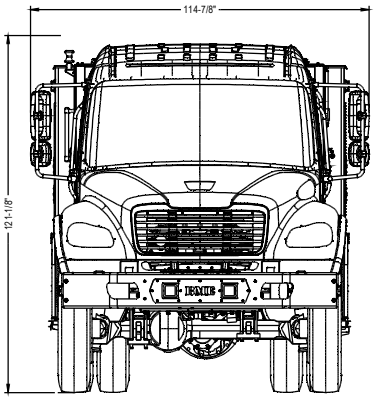
DRIVER'S STORAGE COMPARTMENTS				
LETTER	WIDTH (W)	HEIGHT (H)	DEPTH (D)	CAPACITY
D1	51.00	39.00	13.50/23.00	27.80
D2	34.00	58.00	13.50/22.50	28.71
TOTAL (CUBIC FEET)				56.51

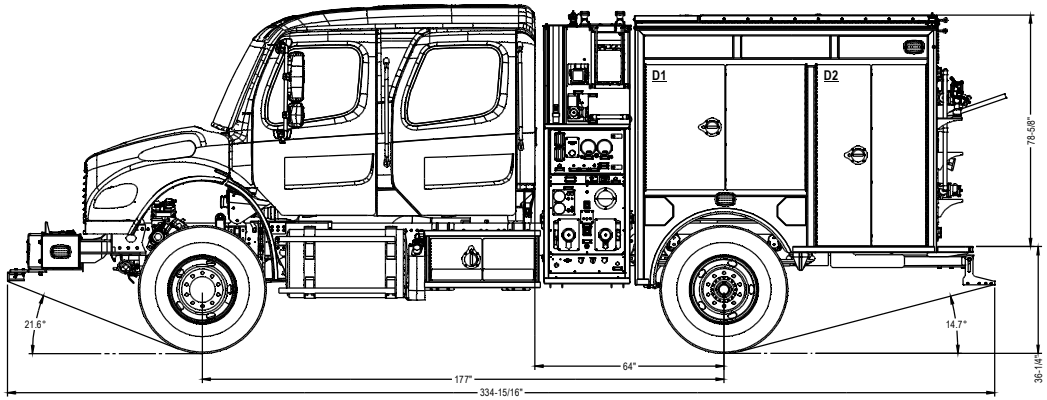
PASSENGER'S STORAGE COMPARTMENTS				
LETTER	WIDTH (W)	HEIGHT (H)	DEPTH (D)	CAPACITY
P1	51.00	39.00	12.00	15.62
P2	34.00	58.00	12.00/22.00	19.78
B1	27.00	34.00	25.00	31.64
TOTAL (CUBIC FEET)				67.04

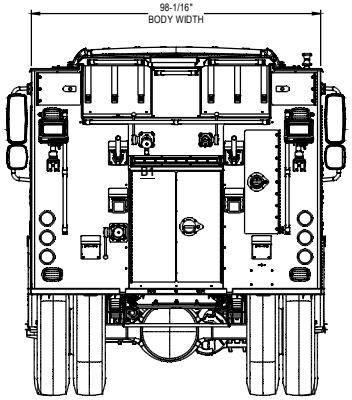












	INITIALS	DATE
BUILD BY:	AG	
DRWN BY:	AG	11/6/2021
ENG APPR:	AG	6/14/2022
MFG APPR:	---	6/23/2022
MATERIAL:		
MATERIAL SIZE:		
THICKNESS:	WEIGHT:	13486.61

BME FIRE TRUCKS
4009 S. APPLE ST, BOISE, ID 83716
WWW.BMEFIRE.COM (800) 445-8342

PROPRIETARY AND CONFIDENTIAL
THE DRAWING IS THE PROPERTY OF BME FIRE TRUCKS. IT'S RECEIPT OR POSSESSION DOES NOT CONVEY THE RIGHT TO MAKE, USE OR SELL WHAT IS ILLUSTRATED WITHOUT THE WRITTEN CONSENT OF BME FIRE TRUCKS

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±1/16
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ± .020
THREE PLACE DECIMAL ± .005
DO NOT SCALE DRAWING

DESCRIPTION: MODEL 34 - FL VERSION
PART NO. AP-00-010137
MFG P/N: -
REV: -
SHEET 1 OF 1