The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, November 26, 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: Councilmember Scott Harmon

4. Special Recognitions

5. Approval of Minutes:

   A. November 12, 2024

6. Awards, Ceremonies and Proclamations:

   A. A Proclamation Recognizing November 30, 2024 as Small Business Saturday

   B. Recognition of Jackson Best, Winner of the Design West Valley City Contest

7. Public Comment Period:

- 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.

(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 during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

8. Public Hearings:

A. Accept Public Input Regarding Application GPZ-7-2024, Filed by VanTrust Real Estate, Requesting a General Plan Change from Medium Density Residential and Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculutre, Minimum Lot Size 1/2 Acre) and A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 5892 and 5998 West Parkway Blvd

Action: Consider Ordinance 24-45, Amend the General Plan to Show a Change of Land Use from Medium Density Residential and Large Lot Residential to Light Manufacturing for Property Located at 5892 West and 5998 W Parkway Blvd

Action: Consider Ordinance 24-46, Amend the Zoning Map to Show a Change of Zone for Property Located at 5892 and 5998 W Parkway Blvd from A (Agriculutre, Minimum Lot Size 1/2 Acre) and A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing)

Action: Consider Resolution 24-154, Authorize the City to Enter Into a Development Agreement With VanTrust Real Estate for Approximately 37.53 Acres of Property Located at Approximately 5892 and 5998 West Parkway Blvd

B. Accept Public Input Regarding Application ZT-10-2024, Filed by West Valley City, Requesting a Zone Text Change to Amend Sections 7-6-301, Add Sections 7-10-400P through 7-10-402, and Remove Sections 7-14-100P through 7-14-104

Action: Consider Ordinance 24-47, Amend Section 7-6-301, Enact Part 7-10-400P, and Repeal Part 7-14-100P to Remove the Decker Lake Station Overlay Zone and Add

Development Standards for Properties Along Decker Lake Drive Between 3100 South and 3500 South

C. Accept Public Input Regarding Application Z-8-2024, Filed by West Valley City, Requesting Removal of the Decker Lake Station Overlay Zone and a Zone Change from M (Manufacturing) to C-2 (General Commercial) for Properties Located at 3022, 3038, and 3074 South Decker Lake Drive and 2964 South Tundra Lane, and Removal of the Decker Lake Station Overlay Zone for Property Located at 2212 West 3100 South

Action: Consider Ordinance 24-48, Amend the Zoning Map to Remove the Decker Lake Station Overlay Zone and Change the Zoning from M (Manufacturing) to C-2 (General Commercial) for Property Located at 3022, 3038, and 3074 South Decker Lake Drive and 2964 South Tundra Lane and Remove the Decker Lake Station Overlay Zone from the Property at 2212 West 3100 South

9. Ordinances:

A. 24-49: Amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees

10. Resolutions:

A. 24-155: Award a Contract to American Mechanical Systems Service for Repairs to the Family Fitness Center

B. Reso 24-156: Approve an Executive Order to Amend the Personnel Policies and Procedures Manual

C. 24-157: Authorize the Execution of a Professional Services Agreement with Pontifex Consulting Group, LLC

D. 24-158: Approve a Master Services and Purchasing Agreement with Axon Enterprise, Inc

E. 24-159: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for a Veteran's Park

F. 24-160: Award a Contract to Pronghorn Construction, Inc for the 2024-2025 Sidewalk Repair Project

G. 24-161: Approve the Purchase of Streetlights from Mountain States Lighting

H. 24-162: Approve the Purchase of a Wheel Alignment Machine from Hunter Engineering Company

I. 24-163: Approve the Purchase of a Mastic Road Patching Machine from Dawson Infrastructure Solutions

11. Consent Agenda:

A. Reso 24-164: Accept a Public Utility and Street Lighting Easement from Asahi Refining USA, Inc. for Property Located at 4601 West 2100 South

B. Reso 24-165: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Blake Hathaway for Property Located at 3524 South 6800 West

C. Reso 24-166: Authorize the City to Execute an Underground Right of Way Easement in Favor of Rocky Mountain Power

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 12, 2024
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, NOVEMBER 12, 2024 AT 6:35 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
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
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
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Paula Melgar, Human Resources Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER LARS NORDFELT
Councilmember Nordfelt asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 22, 2024

DRAFT

The Council considered the Minutes of the Regular Meeting held October 22, 2024. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held October 22, 2024. Councilmember Huynh seconded the motion.

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

SPECIAL RECOGNITIONS

Mayor Lang welcomed Scout Group 1996 to the City Council Meeting. The troop is working on their Communications and Citizenship in the Community badges.

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. **A PROCLAMATION DECLARING NOVEMBER 23, 2024 AS "WORLD SUICIDE PREVENTION DAY" IN WEST VALLEY CITY**

Councilmember Harmon read a Proclamation Declaring November 23, 2024 as "World Suicide Prevention Day" in West Valley City.

Catrina Struble, Executive Director for the Utah Chapter of the American Foundation for Suicide Prevention, discussed the importance of addressing mental health and suicide prevention. She emphasized that suicide is preventable and highlighted the work being done through prevention, postvention, education, and training programs. She also mentioned an event called Suicide Survivors Loss Day, which takes place the Saturday before Thanksgiving. The event serves to bring together survivors of suicide loss, providing a space for connection, support, and healing. Catrina expressed gratitude for the opportunity to share these initiatives with the community.

PUBLIC COMMENT PERIOD

Aaron Hoyne proposed an idea to address the affordable housing issue in West Valley City. He drew from his experience in Christchurch, New Zealand, where a housing crisis was mitigated by reopening zoning regulations to allow multiple dwellings on properties. This included creating flats within existing homes, where individuals could have private bedrooms and bathrooms but share common areas like kitchens, laundry, and living spaces. Aaron suggested that implementing a similar approach in West Valley City could help create affordable housing, with rent potentially as low as $600 to $800 a month, which he believes is much more affordable than the current market rates in apartment complexes.

Alen Osmanovic suggested adding amenities to West Valley Park, particularly in light of the 50 new residences that have been built in the area this year. He proposed the addition of a dog park or other improvements to the park, which is located next to the Animal

Shelter. He highlighted the potential for increased property tax revenue, estimating $150,000 from the new homes, with even more development planned nearby (30 more residences across from Simply Storage). Alen believes this is a good opportunity to consider enhancing the park's amenities to better serve the growing community.

Stephen Fuller expressed opposition to the proposed rezoning on 6000 West and 3700 South. He is concerned that the proposed density of housing, with 40 residential units on a 6-acre area, will lead to increased traffic problems, particularly along 6000 West. He mentioned existing issues with traffic and schools in the area and believes that adding this many units will exacerbate these challenges.

Mike Dye spoke in opposition to a proposal ri rezone a 26-acre plot of land in the Highbury Place community from R-1-8 to Mixed Use Commercial. This proposal, which was considered by the Planning Commission, seeks to build 435 high-density residential units, including six apartment buildings (two 6-story buildings, one 4-story, 21 three-story townhomes), and a 6-story short-term rental building with a surf training pool. The development also includes pickleball courts. Mr. Dye stated that he represents the community of 196 single-family homes and advocates for the proposal's rejection. He cited concerns over increased crime, traffic, and parking problems, as well as decreased safety, privacy, and property values due to the high-density development and short-term rental properties. He emphasized that the neighborhood would prefer development in line with the current R-1 zoning, which would allow more homes between the neighborhood and the nearby school.

Rick Turner, a resident for 48 years across from the proposed property at 3876 South 6000 West, expressed concern about a development that is proposing 39 units on 6.6 acres. He stated he is worried about the impact of increased traffic, especially with nearby schools and a private school on Cilma Drive. Mr. Turner expressed opposition to the density of the proposed units, noting that the limited space between them (only 5 feet) would make the development cramped and negatively affect the neighborhood. He advocated for smaller units to reduce congestion and improve the area's livability.

Mike Markham referenced a comment he made about six weeks prior that may have offended some people. He mentioned the results of recent elections in Utah, suggesting that those elected reflect his views and that he now feels "in pretty good company" regarding his stance. Mr. Markham chose not to repeat the controversial term but indicated that he feels validated by the election results.

Jim Vesock discussed the Veterans Memorial, which the city has already invested over $800,000 in, but which is rarely used. He mentioned that there have been only two programs at the memorial since it was built, despite several veterans' events. Mr. Vesock raised concerns about the proposed expansion, questioning whether more money should be

spent on it when the memorial isn't being utilized. He pointed to Bountiful's veterans memorial, which was fully funded by private donations and is considered well-done. Mr. Vesock also shared feedback from a veterans' program event, noting that attendance was lower this year, possibly due to competing events. He criticized the distribution of "sippy cups" at the event, suggesting a return to giving out coins as a more meaningful gesture, as done by the military and emergency services in previous years. Finally, he brought up a suggestion regarding paid time off (PTO) policies, recalling that in the past, PTO was paid at minimum wage instead of the employee's regular wage. He recommended that if PTO is paid out, it should be at the minimum wage rate.

Faith Albert expressed concerns about the development of a property near her home, particularly related to increased traffic congestion and safety risks. She described how her neighborhood feels "boxed in" due to the existing infrastructure, with limited ways to get out, such as through 6000 West and nearby 4100 South. Ms. Albert emphasized that the area already experiences heavy traffic, especially with multiple schools nearby (including a junior high, elementary school, and a private school), and that adding more housing would exacerbate the situation. She pointed out that each new household could bring additional cars, significantly increasing traffic. She raised safety concerns, particularly for children who walk to and from school, and expressed opposition to adding more dense housing in the area, which she believes would worsen congestion and compromise safety.

Beth Boyer expressed concern about the proposed development of more homes in the area. She highlighted that there are times of the day when traffic is already difficult to navigate, especially due to the presence of the two schools nearby. Ms. Boyer noted that the current number of homes (around 13 to 15) would be more than doubled by the proposed development, significantly increasing congestion. She emphasized that adding more homes would worsen the traffic issues, particularly during peak hours when school is in session. Ms. Boyer also referenced a letter she had submitted and hoped the Council would take her concerns into account when considering the number of homes in the development.

Jake Hone, representing Grow Development, addressed the Mayor and Council regarding the proposed development on 6000 West. He acknowledged the concerns raised by residents about increased traffic but emphasized that their proposal aims to improve a worn-down property with inadequate road frontage. Mr. Hone outlined the improvements that would be made to the area, including adding an additional lane, shoulder, curb, gutter, and sidewalk to improve walkability and safety for those walking to nearby schools. He expressed confidence that their plan would enhance housing options in West Valley City and align with the city's vision for the area. Mr. Hone also mentioned that the development agreement had been revised based on feedback from the Council and Mayor, and he encouraged support for the project as a means to revitalize the area.

Council Comments

Councilmember Christensen congratulated Jake Fitisemanu, representative elect, and welcomed him to the state legislature. He expressed his regret at losing Mr. Fitisemanu from the City Council in January but acknowledged that one can only serve in one elected position at a time. He concluded by offering his congratulations once again and extending a warm welcome to the legislature.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-11-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO SECTION 7-6-301 TO ALLOW TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE BRP, MXD, CC, C-1, C-2, C-3, AND LI ZONESAND TO REMOVE THE PROHIBITION ON TATTOO ESTABLISHMENTS IN ALL OVERLAY ZONES**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 12, 2024, in order for the City Council to hear and consider public comments regarding Application ZT-11-2024, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-301 to Allow Tattoo Establishments as a Permitted Use in the BRP, MXD, CC, C-1, C-2, C-3, and LI Zone sand to Remove the Prohibition on Tattoo Establishments in all Overlay Zones

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

> The applicant is proposing the zone change for three reasons. The first is to allow outside storage of new equipment/truck beds and upfitting parts. The LI zone prohibits outside storage while the M zone allows it. The second reason for the zone change is to allow additional auto service use which in this case is vehicle upfitting. The LI Zone includes the following provision: "Automobile Service shall only be allowed as a Use that is incidental to a Permitted or Conditional Use". In addition to adding outside storage, the applicant is proposing to expand and remodel the larger building on the south parcel to do more vehicle upfitting. The third reason for the zone change is the LI Zone prohibits overhead doors from facing 5600 West. The plans for the building on the south parcel include overhead doors on the east side of the building.
>
> If this rezone is approved, a conditional use permit will be required for the outside storage and because the property is located within 5600 West Overlay Zone. The ordinance requires outside storage uses to be screened from public view through fencing, landscaping, building placement, topography, berming, or other methods as determined by the Planning Commission. For high-image arterial streets like 5600 West, the ordinance was recently amended to require screening of outside storage by means of a building or a 6' tall, precast concrete wall meeting certain specifications.

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. 24-44, AMEND SECTION 7-6-301 TO ALLOW TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE BRP, MXD, CC, C-1, C-2, C-3, AND LI ZONES AND TO REMOVE THE PROHIBITION ON TATTOO ESTABLISHMENTS IN ALL OVERLAY ZONES

The City Council previously held a public hearing regarding proposed Ordinance 24-44 that would amend Section 7-6-301 to Allow Tattoo Establishments as a Permitted Use in the BRP, MXD, CC, C-1, C-2, C-3, and LI Zones and to Remove the Prohibition on Tattoo Establishments in All Overlay Zones.

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 24-44.

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.

UNFINISHED BUSINESS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-5-2024, FILED BY GROW DEVELOPMENT, REQUESTING A GENERAL PLAN ZONE CHANGE FROM LARGE LOT RESIDENTIAL (2-3 UNITS/ACRE) AND LOW DENSITY RESIDENTIAL (3-4 UNITS ACRE) TO SMALL LOT RESIDENTIAL (4-7 UNITS/ACRE) AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGEL UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) WITH A PLANNED UNIT DEVELOPMENT (PUD) FOR PROPERTY LOCATED AT 3876 SOUTH 6000 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 22, 2024 in order for the City Council to hear and

consider public comments regarding Application GPZ-5-2024, Filed by Grow Development, Requesting a General Plan Zone Change from Large Lot Residential (2-3 Units/Acre) and Low Density Residential (3-4 Units Acre) to Small Lot Residential (4-7 Units/Acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Singel Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) with a Planned Unit Development (PUD) for Property Located at 3876 South 6000 West.

Mayor Lang noted that this item was continued from the October 22, 2024 City Council Regular Meeting.

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

> The north parcel includes 13 homes and 2 duplexes (4 units) and the south parcel includes 2 homes. All 17 units on the north parcel were built in the 1950s, are 624 square feet in area, have 2 bedrooms, and have a 1-car garage. On the south parcel, the house to the north is 1,296 square feet and was built in 1936 and the house to the south is 962 square feet and was built in 1928.
>
> The County Assessor has an overall condition that is assigned to every structure. The condition options include poor, fair, average, good, very good, and excellent. In this case, all of the units on the north parcel are rated as fair, meaning maintenance, rehabilitation, and replacement are needed on many items. On the south parcel, the home to the north is rated fair and the home to the south is rated poor.
>
> The applicant is proposing to demolish all the existing buildings and develop a planned unit development (PUD) of single unit dwellings. The applicant's original proposal included 42 units, yielding a density of 6.3 units/acre. However, after incorporating feedback from staff, the proposal now has 41 units, resulting in a density of 6.1 units/acre. The streets would be public and utilize the typical 54' residential right-of-way. A total of just below one acre of open space is proposed in two different locations.

Mayor Lang stated that the Public Hearing was open and closed at the October 22, 2024 City Council Regular Meeting.

ACTION: ORDINANCE NO. 24-42, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2-3 UNITS/ACRE) AND LOW DENSITY RESIDENTIAL (3-4 UNITS ACRE) TO SMALL LOT RESIDENTIAL (4-7 UNITS/ACRE) FOR PROPERTY

LOCATED AT 3876 SOUTH 6000 WEST
The City Council previously held a public hearing regarding proposed Ordinance 24-42 that would Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2-3 Units/Acre) and Low Density Residential (3-4 Units Acre) to Small Lot Residential (4-7 Units/Acre) for Property Located at 3876 South 6000 West.

Mayor Lang asked Steve Pastorik to the podium to address questions that were asked during the public comment period.

Steve Pastorik explained the side yard setback requirements for the development. For 75% of the lots, there will be a 10-foot side yard setback on the garage side and a 5-foot setback on the opposite side. For the remaining 25% of lots, both sides will have a 5-foot setback, meaning the closest homes will be at least 10 feet apart. This ensures that the homes will have at least 5 feet of space from the property line. Steve clarified that initially, there were 16 lots proposed on 60000 West. However, based on the Council's request to increase the frontage of the lots, the applicant revised the plan by removed 2 lots from the project and relocating 2 others within the development. This reduced the number of lots from 16 to 12. As a result, the lot sizes now range from 60 to 70 feet in width, depending on the final layout. Steve explained that the Development Agreement includes a provision limiting the number of rental properties in the development to no more than 30%. This is a relatively new approach, as they usually don't address rental percentages in standard subdivisions. The Homeowners Association (HOA) would be responsible for enforcing this rule, and it's important to note that in a typical subdivision without an HOA, state law prohibits restricting rental properties.

Councilmember Huynh expressed his concerns regarding the 30% rental limitation in the development. While he personally owns rental properties and has good tenants, he emphasized his preference for owner-occupied homes, as owners tend to maintain their properties better. He acknowledged that the 30% rental restriction is legally permissible but noted that it is still a point of contention for him. His main concern is the impact that rental properties may have on the overall quality of the neighborhood.

Councilmember Harmon stated that his concern is with density and frontage on 6000 West. He stated that he would like this item to be continued to no date certain to allow the applicant time to consider other options.

Councilmember Fitisemanu agreed with Councilmember Harmon and stated that while his initial focus was on the issue of road frontage on 6000 West, his perspective has shifted to concern about overall density after receiving feedback

from residents.

Councilmember Nordfelt expressed concern about the balance between redeveloping the property and maintaining affordable housing. He acknowledged that the current state of the property is unacceptable and needs redevelopment and also pointed out that the cost of redeveloping the property increases as the scale of the project grows. He stated that he is worried that by pushing for too many changes, the project might become too expensive for future homeowners, leading to a lack of affordable housing. He stated he is hesitant to push the project too far, fearing that it could result in a failure to redevelop the property or the construction of homes that many people cannot afford.

Councilmember Whetstone shared that while there have been residents speaking against the proposal, others who live near the property have expressed support. These residents are excited to see something happen with the property, though they are not entirely happy with the density. Despite their concerns, they feel that some development is better than leaving the property as it currently is. This suggests a potential compromise where the residents could live with the proposed development, even if it doesn't fully meet their preferences.

Councilmember Christensen shared a personal anecdote about living in a home in California where the garage had a 5-foot side setback and the other side had a 10-foot setback. He stated that the backyards were contiguous because they lived in a homeowners association (HOA), and despite having six children, the family had ample space in the backyard. Councilmember Christensen explained that the size of the yard didn't limit what they could do, as the property lines were extended beyond just the fences. He stated that setbacks might not necessarily constrain the use of space in a negative way.

Councilmember Fitisemanu expressed respect for the different viewpoints shared by other council members. He acknowledged that while he was "pretty close" to supporting the proposal, he felt it needed one more look before he could fully commit. His main concern was the zoning of the surrounding area, which he felt should align more closely with the proposed development. If the area had apartments, duplexes, or other similar zoning nearby, he might be more flexible in his stance. However, given the current zoning context, he felt the need for the proposal to better match the surrounding area.

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 continue to a date uncertain.

Councilmember Huynh 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. Continued to date uncertain.

ACTION: ORDINANCE NO. 24-43, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3814 AND 3876 SOUTH 6000 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGEL UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 24-43 that would amend the Zoning Map to Show a Change of Zone For Property Located at 3814 and 3876 South 6000 West from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Singel Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet).

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 continue Ordinance 24-43 to date uncertain.

Councilmember Huynh 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. Continued to date uncertain.

ACTION: RESOLUTION NO. 24-145, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GROW DEVELOPMENT, LLC FOR APPROXIMATELY 6.68 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3814 SOUTH 6000 WEST

Mayor Lang discussed proposed Resolution 24-145 that would authorize the City to Enter Into a Development Agreement with Grow Development, LLC for Approximately 6.68 Acres of Property Located at Approximately 3814 South 6000 West.

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

> Grow Development, LLC has submitted a General Plan/zone change application (GPZ-5-2024) on 6.68 acres to change the General Plan from General Commercial to Large Lot Residential (2 to 3 units/acre) and Low Density Residential (3 to 4 units/acre) to Small Lot Residential (4 to 7 units/acre) and the zoning from A (Agricultural, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) with a planned unit development (PUD). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.
>
> Below is a summary of the standards in the development agreement:
>
> - The total number of homes is capped at 41.
> - Minimum lot sizes, lot widths, and setbacks are established.
> - The minimum, above grade square footage is set at 2,250 square feet and all homes will include a basement.
> - Renderings of the homes are included along with allowed exterior materials.
> - The amenities will include a minimum of 40,678 square feet of landscaped common area maintained by the HOA, a pavilion, a playground, and a multi-use sports court.
> - Minimum required parking is described.
> - Minimum standards for the HOA are set forth.

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 continue Ordinance 24-43 to date uncertain.

Councilmember Huynh 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. Continued to date uncertain.

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, NOVEMBER 12, 2024 WAS ADJOURNED AT 7:21 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, November 12, 2024.

_____
Nichole Camac, MMC
City Recorder

DRAFT

Proclamation

A PROCLAMATION RECOGNIZING NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY.

WHEREAS, small businesses are an essential element of the West Valley City community; and

WHEREAS, many consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long and support local businesses; and

WHEREAS, the City Council celebrates our local small businesses and the contributions they make to our local economy and community.

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize November 30, 2024 as Small Business Saturday and encourage our residents to support small businesses in West Valley City throughout the year.

DATED this 26th day of November, 2024.

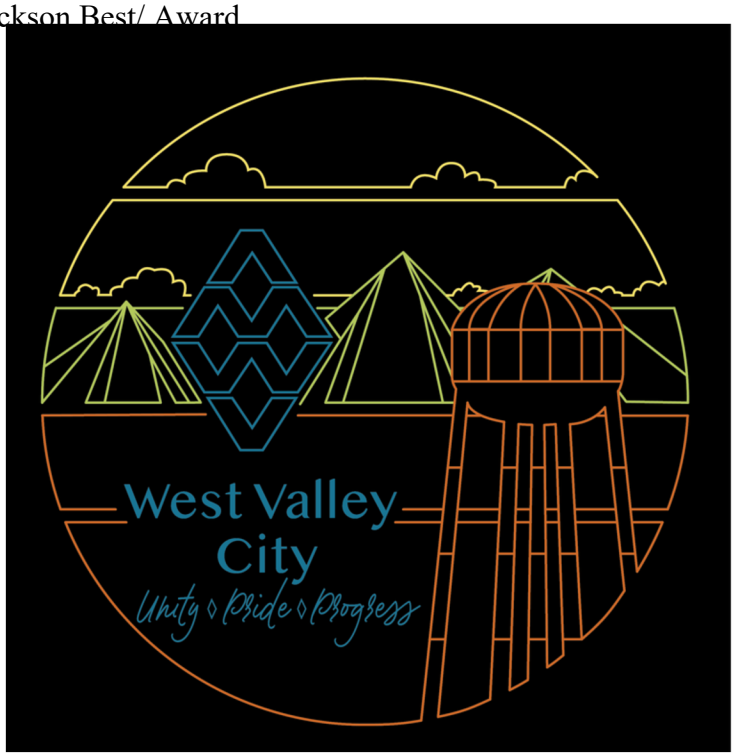
WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Jackson Best/ Award





My design is a circle broken up into pieces, each couple of pieces having a color of our West Valley City logo. These pieces are shaped to depict a mountain, our West Valley City Water Tower, and our WVC diamond. Lastly, near the bottom left corner is a text that says West Valley City Unity, Progress, and Pride! I want to highlight a few specific aspects of this design and why I included them. First off, I wanted it to be made up of lines I purposely did this because I wanted to in someway recognize the individual in West Valley, and like in West Valley, each line is unique, but if you were to take even one line out the design would suffer, this is meant to represent how important every person is West Valley is and how they make our community better. Secondly, the mountains show the beauty of where West Valley is located. Next is the water tower, which is an iconic symbol of West Valley. While the mountains show the beauty of West Valley, the water tower shows the hard work that everyone in West Valley puts in to build our city. I want to also point out the West Valley Diamond as the tallest mountain. This represents how, in West Valley, there are many struggles and problems that we have to overcome, in other words, mountains to climb, but I believe we overcome these struggles and trials to reach new peaks and make West Valley a true mountain of a city. Lastly, I want to point out my use of the words Unity, Progress, and Pride. I chose these words because they are in our original West Valley City seal and because I love the intention behind them. Specifically, all of these bring to mind the sense of community that West Valley has. That is one of the main reasons I love it due to the sense of community and unity that is built through the pride we all have to live in West Valley and how we all strive for progress, creating an amazing sense of community that I am grateful to be a part of.

West Valley City Resident? YES ☑ NO ☐

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

Budget Opening Required: ☐

ISSUE:
Application: #GPZ-7-2024
Applicant: VanTrust Real Estate
Location: 5892 and 5998 W Parkway Blvd
Size: 37.53 acres

SYNOPSIS:
A General Plan change from Medium Density Residential and Large Lot Residential to Light Manufacturing and a zone change from A (Agriculture, minimum lot size ½ acre) and A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing).

BACKGROUND:
The intended development for this property is an industrial project with a total of 600,320 square feet of buildings as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

A General Plan/zone change application (GPZ-2-2023) was submitted on this property in 2023 with the same requested General Plan designation and zoning as those requested in this application. The Council denied the application in June of 2023 with four members voting to deny the application and three voting not to deny. There are several noteworthy changes with the current application over the previous application. These changes are listed below:

- The prior concept plan was prepared as a speculative plan for the landowner who was planning to sell the property. The latest concept plan was prepared for an industrial developer, VanTrust.
- The prior concept plan did not relocate the Riter Canal, resulting in an inefficient layout with some smaller buildings. The latest concept relocates the Riter Canal, resulting in what staff believes is an improved layout that is more efficient and attractive for tenants.
- The prior concept plan terminated Stegner Way in a cul-de-sac. The latest concept plan continues Stegner Way along the south side of the subject property to provide a future connection to 5900 West once it is constructed to the east. The Public Works Department prefers this road design over the previous cul-de-sac.

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: 10/24/2024
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM MEDIUM DENSITY RESIDENTIAL AND LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5892 AND 5998 W PARKWAY BLVD. ON 37.53 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-7-2024, filed by VanTrust Real Estate, and located at 5892 and 5998 W Parkway Boulevard within West Valley City, is hereby amended by reclassifying the following described property from Medium Density Residential Large Lot Residential to Light Manufacturing. Said property is more particularly described as follows:

Parcel #s: 14-23-400-061 and 14-23-400-062

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: 10/24/2024
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5892 AND 5998 W PARKWAY BOULEVARD ON 37.53 ACRES FROM A-1 (AGRICULTURAL, MINIMUM LOT SIZE 1 ACRE) AND A (AGRICULTURAL, 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 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. ZONING CHANGE.

The property described in application #GPZ-7-2024, filed by VanTrust Real Estate, and located at 5892 and 5998 W Parkway Boulevard within West Valley City, is hereby amended by reclassifying the following described property from A-1 (Agricultural, minimum lot size 1 acre) and A (Agricultural, minimum lot size ½ acre) to (M) Manufacturing. Said property is more particularly described as follows:

Parcel #s: 14-23-400-061 and 14-23-400-062

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: N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with VanTrust Real Estate.

SYNOPSIS:

This resolution authorizes a development agreement between the City and VanTrust Real Estate to establish standards for an industrial development at 5892 and 5998 W Parkway Blvd.

BACKGROUND:

VanTrust Real Estate has submitted a General Plan/zone change application (GPZ-7-2024) on 37.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses five topics: the extension of Stegner Way to the east, the prohibition of industrial traffic on Stegner Way, the installation of a parkstrip and trail along the south side of Beagley Road, the potential sale of a City parcel, and the installation of a box culvert and channel for the realigned Riter Canal.

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 VANTRUST REAL ESTATE FOR APPROXIMATELY 37.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5892 AND 5998 WEST PARKWAY BLVD.

WHEREAS, VanTrust Real Estate (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build an industrial development (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 is 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 Manager and 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 Ivory Land Corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 5892 and 5998 West Parkway Blvd. 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 approximately 37.53 acres of real property located at 5892 and 5998 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial 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**. Except as otherwise approved by the City, 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 Planning Commission and 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, shall encumber the same; and shall be binding on and inure to the benefit of all successors in the ownership of all or any portion of the Property and any and all parties developing all or a portion of the Property as may be engaged by any owner from time to time. The foregoing notwithstanding, at any time the Property be owned by more than one party, the obligations set forth herein shall not be deemed as joint and several; they shall be applied to and enforced on each owner as to their respective portions of the Property only.

6. **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.

7. **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. This Agreement supersedes any and all development agreements that have been executed concerning the Property. Exhibits "A" and "B" are hereby incorporated into this Agreement.

8. **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:	Ivory Land Corporation 978 East Woodoak Lane Salt Lake City, UT 84117
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. In the event that all or any portion of the Property has been transferred to a third party and said third party has not provided an updated address for notice, said notices may be delivered to either (i) the tax address noted on the deed transferring that portion of the Property, or (ii) the address at which the most recent Notice of Property Valuation was submitted in accordance with the records of the Salt Lake County Auditor based on a parcel search (slco.org/assessor/new/query.cfm), whichever is more current.

9. **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.

10. **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.

11. **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: _____

DEVELOPER

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of Ivory Land Corporation, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-23-400-061

BEGINNING AT A POINT BEING SOUTH 00°14'00" WEST ALONG THE SECTION LINE 1221.17 FEET AND WEST 2441.85 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 436.81 FEET; THENCE SOUTH 87°09'39" WEST 130.73 FEET, THENCE NORTH 78°03'11" WEST 15.09 FEET; THENCE SOUTH 14°28'23" WEST 243.87 FEET; THENCE 29.44 FEET SOUTHEASTERLY ALONG THE ARC OF A 51.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 16°32'07" EAST 29.03 FEET, CENTRAL ANGLE IS 33°04'14"); THENCE SOUTH 220.14 FEET; THENCE WEST 1326.00 FEET TO AND ALONG AN EXISTING FENCE LINE (SAID FENCE LINE ALSO BEING THE NORTH LINE OF WARRANTY DEED, IN BOOK 943 AT PAGE 129); THENCE NORTH 831.45 FEET; THENCE EAST 1321.72 FEET; THENCE NORTH 92.93 FEET, THENCE SOUTH 89°58'00" EAST 202.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND AS DISCLOSED CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 04, 2023 AS ENTRY NO. 14089821 IN BOOK 11410 AT PAGE 6284 OF OFFICIAL RECORDS.

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE GRANTOR'S WESTERLY BOUNDARY LINE, SAID POINT IS ALSO IN THE QUARTER SECTION LINE, SAID POINT IS 1368.34 FEET NORTH 00°05'35" ÉAST ALONG SAID QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23 (BASIS OF BEARING IS NORTH 00°05'35" EAST ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SAID SECTION 23); AND RUNNING THENCE ALONG SAID WESTERLY BOUNDARY LINE AND SECTION LINE NORTH 00°05'35" EAST 58.83 FEET TO THE GRANTOR'S NORTHERLY BOUNDARY LINE; THENCE ALONG SAID NORTHERLY BOUNDARY LINE SOUTH 89°58'32" EAST 562.19 FEET; THENCE SOUTH 83°15'51" WEST 292.12 FEET TO THE BEGINNING OF A 4808.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 273.31 FEET THROUGH A CENTRAL ANGLE OF 03°15'25" (NOTE: CHORD FOR SAID CURVE BEARS SOUTH 84°53'34" WEST 273.27 FEET) TO THE POINT OF BEGINNING

Parcel #: 14-23-400-062

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER & SOUTHEAST QUARTER OF SECTION 23 AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH,

RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE WALLACE STEGNER ACADEMY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS ENTRY NO. 13639979 IN BOOK 2021P AT PAGE 98 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT LOCATED NORTH 00°05'37" EAST 510.34 FEET ALONG THE QUARTER SECTION LINE AND EAST 7.37 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 212.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 51.00 FEET A DISTANCE OF 29.44 FEET THROUGH A CENTRAL ANGLE OF 33°04'15" CHORD: NORTH 16°32'07" WEST 29.03 FEET; THENCE NORTH 14°28'23" EAST 243.87 FEET; THENCE SOUTH 78°03'11" EAST 15.09 FEET; THENCE NORTH 87°09'39" EAST 130.73 FEET, THENCE NORTH 394.64 FEET, THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4,808.00 FEET (RADIUS BEARS: NORTH 05°55'03" WEST) A DISTANCE OF 68.61 FEET THROUGH A CENTRAL ANGLE OF 00°49'04" CHORD: NORTH 83°40'25" EAST 68.61 FEET; THENCE NORTH 83°15'53" EAST 292.12 FEET; THENCE SOUTH 89°58'30" EAST 40.67 FEET THENCE SOUTH 55°54'41" EAST 47.62 FEET; THENCE SOUTH 16°22'10" EAST 23.24 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 12097072 IN BOOK 10345 AT PAGE 6688 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID DEED THE FOLLOWING TWO (2) COURSES: (1) SOUTH 07°34'15" WEST 199.16 FEET; THENCE (2) SOUTH 02°47'55" WEST 670.96 FEET TO SAID NORTHERLY LINE OF THE WALLACE STEGNER ACADEMY SUBDIVISION THENCE ALONG SAID PLAT WEST 583.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DEVELOPMENT STANDARDS

In connection with the initial development of the Property:

1. The Developer shall design, dedicate, and install a knuckle intersection at the north end of Stegner Way with a public stub road along the South line of the Property all as generally shown in the concept plan in Exhibit C (collectively the "South Intersection"). The said South Intersection shall meet the City's Engineering Standards and include curb, gutter, sidewalk, and streetlights.

2. Commercial truck (i.e., semi-trucks or haulers) (collectively, "Industrial Traffic") access to that portion of Stegner Way lying South of and adjacent to the South Intersection shall not be granted for the Project. Developer agrees to install signage directing Industrial Traffic to use alternative access points at or near the Southern boundary of the Property.

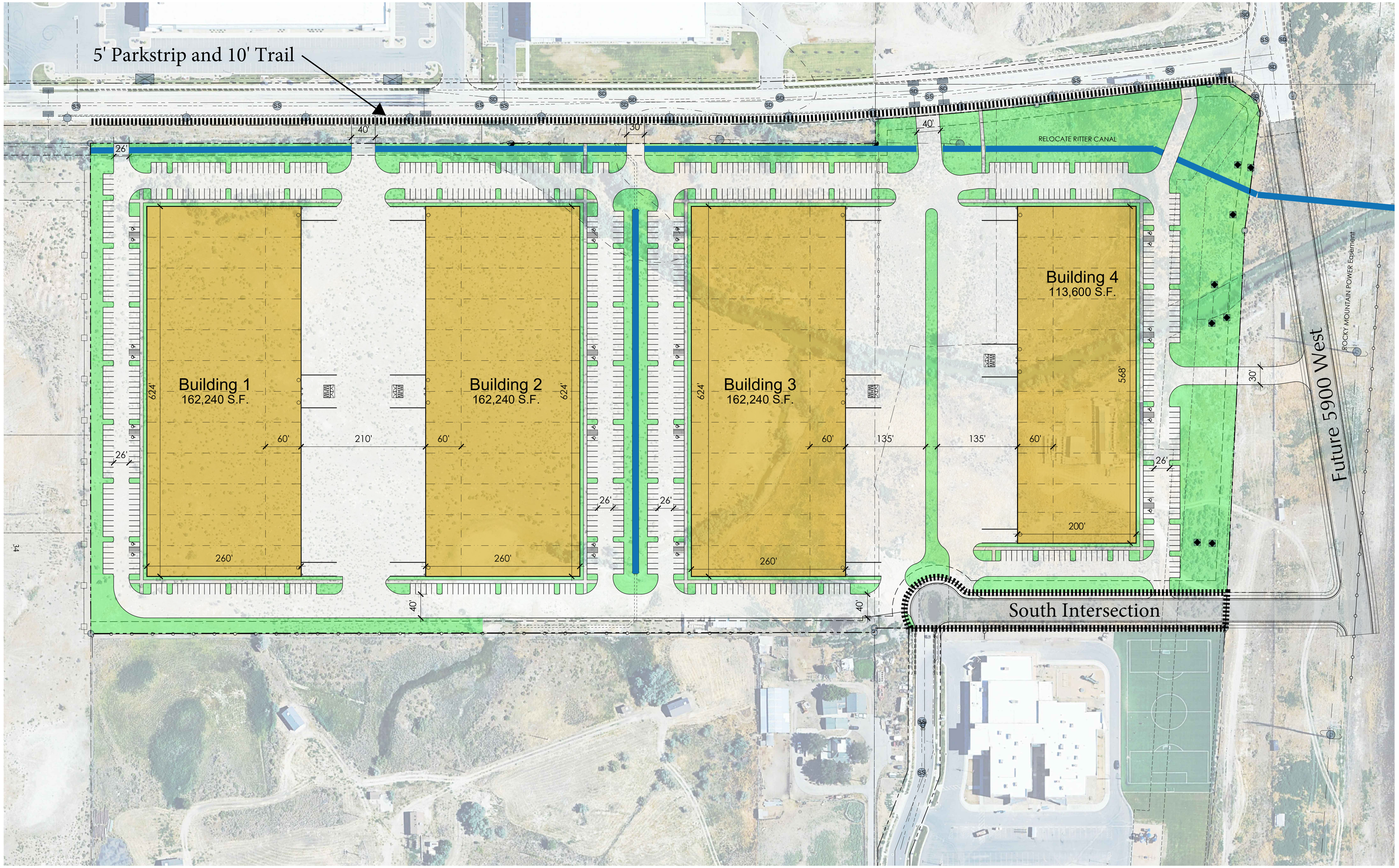
3. The Developer shall install a parkstrip with a minimum width of 5' and a 10' wide, concrete trail within the existing right-of-way of Beagley Road as generally shown in the concept plan in Exhibit C that spans from the west edge of the Property to the east edge of the Property. The composition of the parkstrip shall be determined during the conditional use review process.

4. The Developer and the City intend to reach agreement on the sale by the City and acquisition by the Developer (or its successor or assign) of tax parcel 14-23-301-005. Until such time as the acquisition of such parcel is finalized, the City agrees to grant an appurtenant perpetual easement benefitting the Property for access and utilities across tax parcel 14-23-301-005.

5. The City acknowledges that it presently plans to extend 5900 West from its present location in a southerly direction and past the subject Property (the "5900 Extension"). The 5900 Extension will intersect with the realigned channel for Riter Canal designed by the Developer in conjunction with the development of the Property. In support of the Property's development, the Developer hereby agrees to perform both the design and construction work for the box culvert for the realigned Riter Canal that will flow under the 5900 Extension beginning at the Eastern line of the Property and continuing through the confluence of the realigned portion of Riter Canal where it merges with the existing Riter Canal facilities (the "5900 Channel Work"). The design and construction work for the box culvert shall be at the City's sole cost and expense to be detailed under separate agreement. The design of the box culvert shall be reviewed and approved by the City prior to construction.

EXHIBIT C

CONCEPT PLAN



PARKING/BUILDING DATA

BUILDING 1-4	600,320 SF
TOTAL PARKING	805 SPACES
RATIO	1.34/1,000 S.F.
BUILDING COVERAGE	36.67%
LANDSCAPING	18.27%

CITY ZONING CODE

Jurisdiction	West Valley City, UT
Zoning	Current - A-1 - Rezone to M
Setbacks	F 20' S 0' or 20' to Agricultural R 0' or 20' to Agricultural Parking can encroach 10' into setbacks
Height	For Buildings adjacent to public or private Streets, the maximum Building Height at the minimum setback shall be 20 feet, with Buildings set back one additional foot per additional foot in height over 20 feet.
Parking	9X18 26 Office 3/1000 Retail 3/1000 Manufacutring 1/800 or 1.25/1000 Warehouse 1/2000 No more that 10 consecutive stalls without landscape planter
Landscaping	5%

CONCEPTUAL SITE PLAN

THIS SITE PLAN IS FOR CONCEPTUAL PLANNING. THE SITE WILL NEED TO BE SURVEYED TO ACCURATELY DEFINE ALL BOUNDARIES, EASEMENTS, UTILITY EASEMENTS, RIGHT-OF-WAYS, CONFIRM ACCESS LOCATIONS, AND WETLANDS.

NORTH

0 80 160 240 320

Scale 1" = 80'

VANTRUST - West Valley Industrial

Site Plan

AE2024.164 - SP 21 | **6161 Beagle Road - West Valley City** | **October 14, 2024**

ae urbia ARCHITECTS & ENGINEERS

WEST VALLEY CITY PLANNING COMMISSION PUBLIC HEARING MINUTES
WEDNESDAY, OCTOBER 23, 2024 at 4:00 PM

Application #: **GPZ-7-2024**
Applicant: **VanTrust Real Estate**
Address: **5892 and 5998 W Parkway Blvd.**
Request: **General Plan change from Large Lot Residential and Medium Residential to Light Manufacturing and zone change from A-1 and A to M**
Property Size: **37.53 acres**

VanTrust Real Estate has submitted a General Plan/zone change application for two parcels totaling 37.53 acres located at 5892 and 5998 W Parkway Blvd. The property is currently zoned A-1 (Agricultural, minimum lot size 1 acre) south of the Riter Canal and A (Agricultural, minimum lot size ½ acre) north of the Riter Canal. The current General Plan designation is Large Lot Residential (2 to 3 units/acre) for the portion of the property that is west of Stegner Way with the balance being Medium Density Residential (7 to 12 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing. The property is currently owned by Ivory Land Corporation.

Surrounding zones include M to the north, A to the east, and A-1 to the south and west. Surrounding land uses a new industrial project to the north that is partially developed; Rocky Mountain Power transmission lines and the Mountain View Corridor to the east; Wallace Stegner Academy charter school, a 2.7-acre single family home lot, and Magna Water well property to the south; and vacant property to the west. The subject property is currently vacant.

Development Proposal

The intended development for this property is an industrial project with a total of 600,320 square feet of buildings as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

During the Planning Commission study session, a question was raised about the anticipated traffic impact of the proposed development. The table below provides a range of anticipated traffic impacts using data from the Institute of Transportation Engineers (ITE) Trip Generation Manual. Since the tenants are unknown at this point, several industrial uses are listed.

Use	Weekday Vehicle Trips/1,000 Sq. Ft.	Weekday Truck Trips/1,000 Sq. Ft.	Estimated Vehicle Trips	Estimated Truck Trips
General Light Industrial	4.87	0.25	2,924	150
Industrial Park	3.37	0.57	2,023	342
Manufacturing	4.75	0.45	2,852	270

Warehousing	1.71	0.6	1,027	360

To put these numbers into perspective, Beagley Road to the north is a 3-lane road which can handle up to 13,000 trips at a level of service D.

Property History

A General Plan/zone change application (GPZ-2-2023) was submitted on this property in 2023 by Nick Mingo acting as the landowner's agent. The requested General Plan designation and zoning were the same as those requested in this application. The Planning Commission recommended approval of the application to the City Council in April of 2023; however, the City Council denied the application in June of 2023. The Council member who made the motion to deny the application stated that anything south of Beagley Road should be residential. Four Council members voted to deny the application and three voted not to deny the application.

There are several noteworthy changes with the current application over the previous application. These changes are listed below:

- The prior concept plan was prepared as a speculative plan for the landowner who was planning to sell the property. The latest concept plan was prepared for an industrial developer, VanTrust.
- The prior concept plan did not relocate the Riter Canal, resulting in an inefficient layout with some smaller buildings. The latest concept relocates the Riter Canal, resulting in what staff believes is an improved layout that is more efficient and attractive for tenants.
- The prior concept plan terminated Stegner Way in a cul-de-sac. The latest concept plan continues Stegner Way along the south side of the subject property to provide a future connection to 5900 West once it is constructed to the east. This continuation of Stegner Way is addressed in the development agreement proposed by the applicant. The Public Works Department prefers this road design over the previous cul-de-sac as a potential way to eventually alleviate congestion caused by Stegner Academy.
- The landowner has talked with at least one Council member who voted to deny the application last year. According to the landowner, this Council member's view on this application has changed.

Issues to Consider

Since the adoption of the City's first General Plan in the 80's, the Riter Canal has been the dividing line between industrial uses to the north and residential uses to the south in the northwest part of the City. However, much has changed in the northwest part of the City since the 80's. The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.

- As indicated on the City's Major Street Plan, the City plans to eventually extend 5900 West between Beagley Road and Parkway Blvd. on the Rocky Mountain Power property directly east of the subject parcel. This road extension will enable industrial traffic in the area north of Beagley Road to access Mountain View Corridor without using Parkway Blvd. In other words, the subject property would be next to two roads with significant industrial traffic – Beagley Road and 5900 West.
- The charter school and Magna Water property to the south could be seen as a buffer between the residential property on the south side of Parkway Blvd. and the potential industrial development on the subject property.
- The zoning needed to develop the property as Medium Density Residential, the current General Plan designation on the east part of the property, is RM. However, to be eligible for RM zoning, the current zoning ordinance requires a property of this size to have access and frontage on a street with a planned right-of-way of at least 100 feet as indicated on the Major Street Plan. Currently, the only streets the subject property has access and frontage on are Stegner Way and Beagley Road, which are not roads with a planned right-of-way width of at least 100 feet. This means that this property is not eligible for RM zoning.
- The City is currently widening Parkway Blvd. to 5 lanes between Mountain View Corridor and 6400 West. This widening project is anticipated to be completed next year.
- The property on the north side of Beagley Road has received conditional use approval for two large industrial buildings totaling over 600,000 square feet. The west building has already been completed.

Access

If the Commission believes M zoning is appropriate here, the primary access would be off of Beagley Road. A future driveway connection to 5900 West may be possible at such time this road is extended south and if the owner is able to secure permission to construct an access across Rocky Mountain Power's property. Access to Stegner Way is also possible; however, the applicant has proposed prohibiting truck traffic on Stegner Way in the development agreement.

The property only has direct access and frontage on Beagley Road on the east side of the property. To the west, two small slivers of property are located between Beagley Road and the subject property. One of these slivers is owned by the City and the other is owned by Godfrey West Investors, LLC. The applicant has proposed language in the development agreement regarding these two slivers of property to facilitate access to Beagley Road. This language is under review by the City's legal department.

Staff Alternatives:
Approval. This application should be approved subject to a development agreement that incorporates the provisions proposed by the applicant that are acceptable to the legal department.

1. Continuance. This application should be continued for reasons determined during the public hearing.
2. Denial. Industrial uses should not be developed on the south side of the Riter Canal.

Discussion: Steve Pastorik presented. The applicant, Chris McCluskey, at 136 S Main St., Ste 400, S. Salt Lake City, was present and available for questions. Commissioner Woodruff commented that this development makes sense. There were no public comments or questions.

Motion: Commissioner Woodruff motioned to approve GPZ-7-2024 subject to the development agreement that incorporates the provisions proposed by the applicant that are acceptable to the legal department. Commissioner Wood seconded.

Vote:	Chair Lovato	Yes
	Commissioner Winters	Yes
	Commissioner Drozdek	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner Layton	Absent
	Commissioner Porter	Absent

UNANIMOUS---- GPZ-7-2024---APPROVED

October 01, 2024

West Valley City Community Development Department
Planning and Zoning Division
3600 S Constitution Blvd, Suite 220
West Valley City, UT 84119

Dear West Valley City Planning and Zoning Division,

On behalf of IVORY LAND CORPORATION, the owner of the parcel located at 5892 W and 5998 W Parkway Blvd. , which is also known as parcel #'s 14-23-400-062-0000 and 14-23-400-061-0000, in West Valley City, as shown in Exhibit 4 and 5**,** we would like to submit this petition for a Zoning Map Amendment to change the zoning designation of these parcels. We are requesting the zoning designation be changed to M, Manufacturing from the current zoning designation of A-1, Agriculture. This petition is submitted pursuant to West Valley City Code § 7-5-101.

The West Valley City Zoning Code allows a property owner to initiate a zoning map amendment, by submitting an application for the amendment to the Salt Lake City Planning Commission. *See West Valley City Code § 7-5-101(1).* This letter and the attachments will answer the required questions that need to be addressed in a rezone petition, specifically:

1. What is the current West Valley City General Plan classification?
2. What is the current West Valley City Zoning classification?
3. What is the requested Zoning classification?
4. For what reason(s) do you suggest the change? What is the estimated development schedule?
5. What is the requested General Plan designation?

1. What is the current West Valley City General Plan classification?

The West Valley General Plan Map, which was adopted on December 15, 2015, identifies this property as Medium Density Residential and Large Lot Residential. The property is adjacent to Light Manufacturing to the north and Public or Private Utility to the south. It is important to note that West Valley City Code states that the General Plan is an advisory document or guide for land use decisions. *See West Valley City Code § 7-4-102(3).*

2. What is the current West Valley City Zoning classification?

The West Valley Zoning Map identifies the property as A (Agricultural, minimum lot size one-half acre), north of the Riter Canal and A-1 (Agricultural, minimum lot size one acre). The property is adjacent to, but currently outside the Inland Port Authority Jurisdiction

boundary. The property to the north is within the Inland Port Authority, zones M (Manufacturing) and has industrial development on it. Adjacent to the south, is zoned A-1. This is where the Wallace Stegner Academy – South Campus was constructed, a single-family home exists (to the south-central), and Magna Water District as well sites (to the south-west). The property to the west is undeveloped and zoned A-1. Finally, to the east is land owned by Rocky Mountain, which contains power transmission lines and is zoned A-1 as well.

3. What is the requested Zoning classification?

The property owner is requesting the property be rezoned to M (Manufacturing) similar to the property to the north.

4. For what reason(s) do you suggest the change?

The property owner is requesting the rezone to the M (Manufacturing) zone to develop the property for industrial storage type uses. The property owner is also working with the Inland Port Authority to annex the land into the Northwest Quadrant Project area.

The West Valley City General Plan expresses explicit support for industrial zoning and development. Specifically, it identifies the following guiding principle[1] in establishing land use policies:

> **The City should encourage industrial and office development to promote revenue and job growth.**
>
> The City's revenue is made up of property tax, sales tax, and franchise and other taxes, with property tax being the primary City revenue source. Property tax growth is accomplished by new construction, including redevelopment. Since residential development is taxed at only 55% of its value and commercial and industrial development is taxed at 100% of its value, commercial and industrial development yields more property tax per dollar of value. Therefore the City can increase its property tax revenue collection the most by encouraging commercial and industrial development. Currently, West Valley City boasts one local job for each employment-aged resident. One goal of the General Plan is to maintain that ratio and to increase employment citywide. West Valley City is a strong performer regionally in the transportation sector, benefitting from our excellent access to several freeways and the synergy that has developed among trucking companies that call West Valley City home. Development of the ARA Industrial Center in the Northwest opportunity area will help to solidify our position in this sector. The City should also seek to expand and grow jobs in other sectors, including those which we do not perform as strongly in.

[1] West Valley City General Plan – Vision West 2035, pg. 23.

The vision for land use policies and decisions[2] in the West Valley City General Plan also addresses industrial development. It states that:

> **West Valley City will promote an overall land use strategy that** preserves and enhances existing neighborhoods, **encourages industrial and office development**, encourages new retail development and redevelopment on existing ground zoned commercial, encourages transit-oriented development in strategic locations, and encourages high value homes on large lots on remaining residential land. **This land use strategy will guide development in a manner that continues to make West Valley City a great place to live, work, and play.**

The West Valley City General Plan also identifies the Riter canal as the barrier between residential and industrial development. This parcel does cross the canal, thus in order for the parcel to be developed cohesively, it would make sense for the industrial uses to be permitted on this property.

In both options presented, the Riter Canal serves as the natural physical barrier between industrial land uses to the north and residential uses to the south. [3]

It is anticipated that this project would commence site disturbance and construction in mid-2025 depending on timing of approvals.

5. What is the requested General Plan designation?

The property owner is requesting the General Plan designation be changed to Light Manufacturing.

We look forward to the opportunity to have our application processed through the revie and approval procedures in conformance with West Valley City and Utah State Code. We are happy to answer any additional questions you may have.

Sincerely,

Chris McCluskey
Executive Vice President, Development
VanTrust Real Estate, LLC

[2] West Valley City General Plan – Vision West 2035, pg. 25.
[3] West Valley City General Plan – Vision West 2035, pg. 25.



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GPZ-7-2024
VanTrust Real Estate
5892 and 5998 W Parkway Blvd.

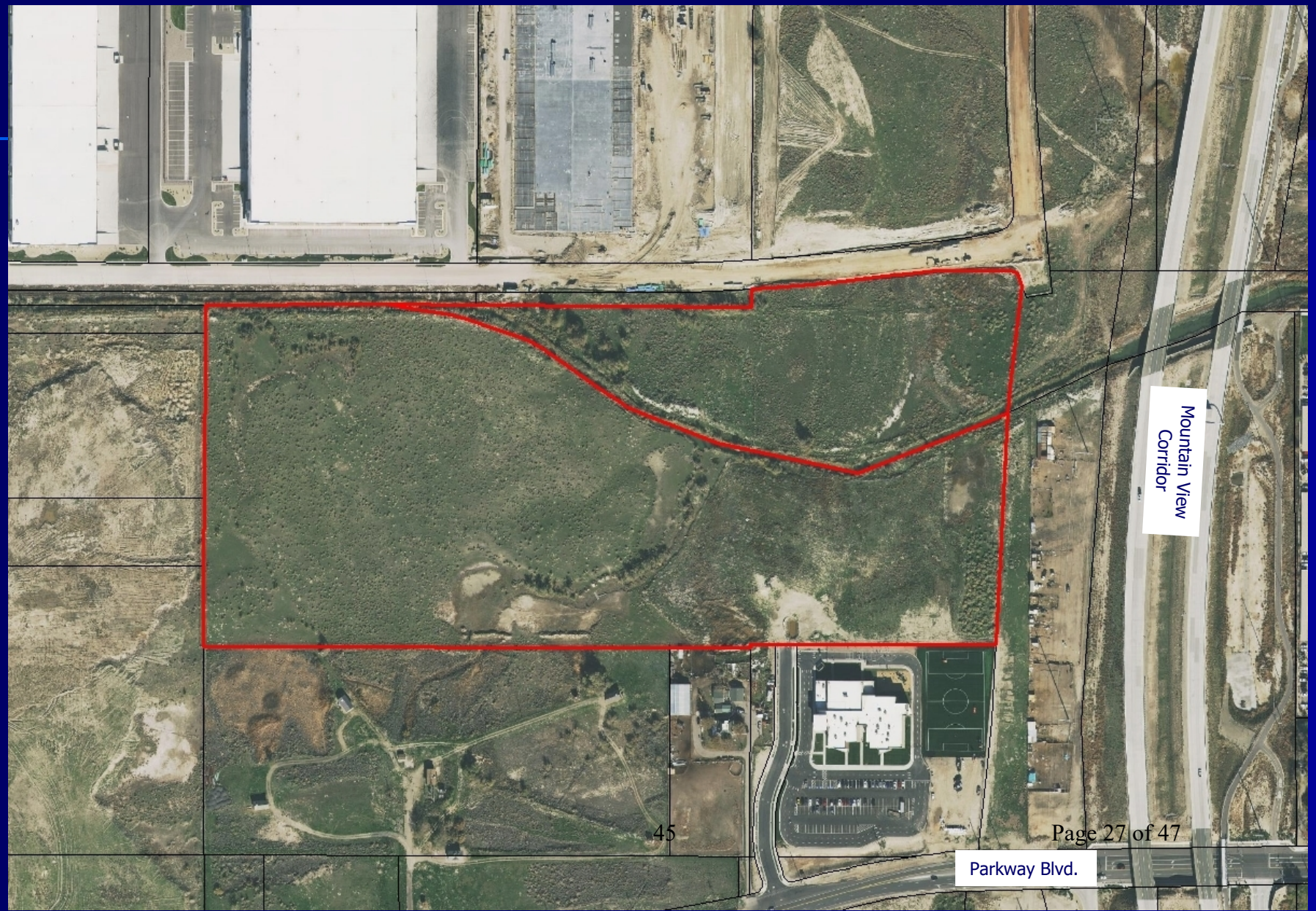
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GPZ-7-2024
October 23, 2024

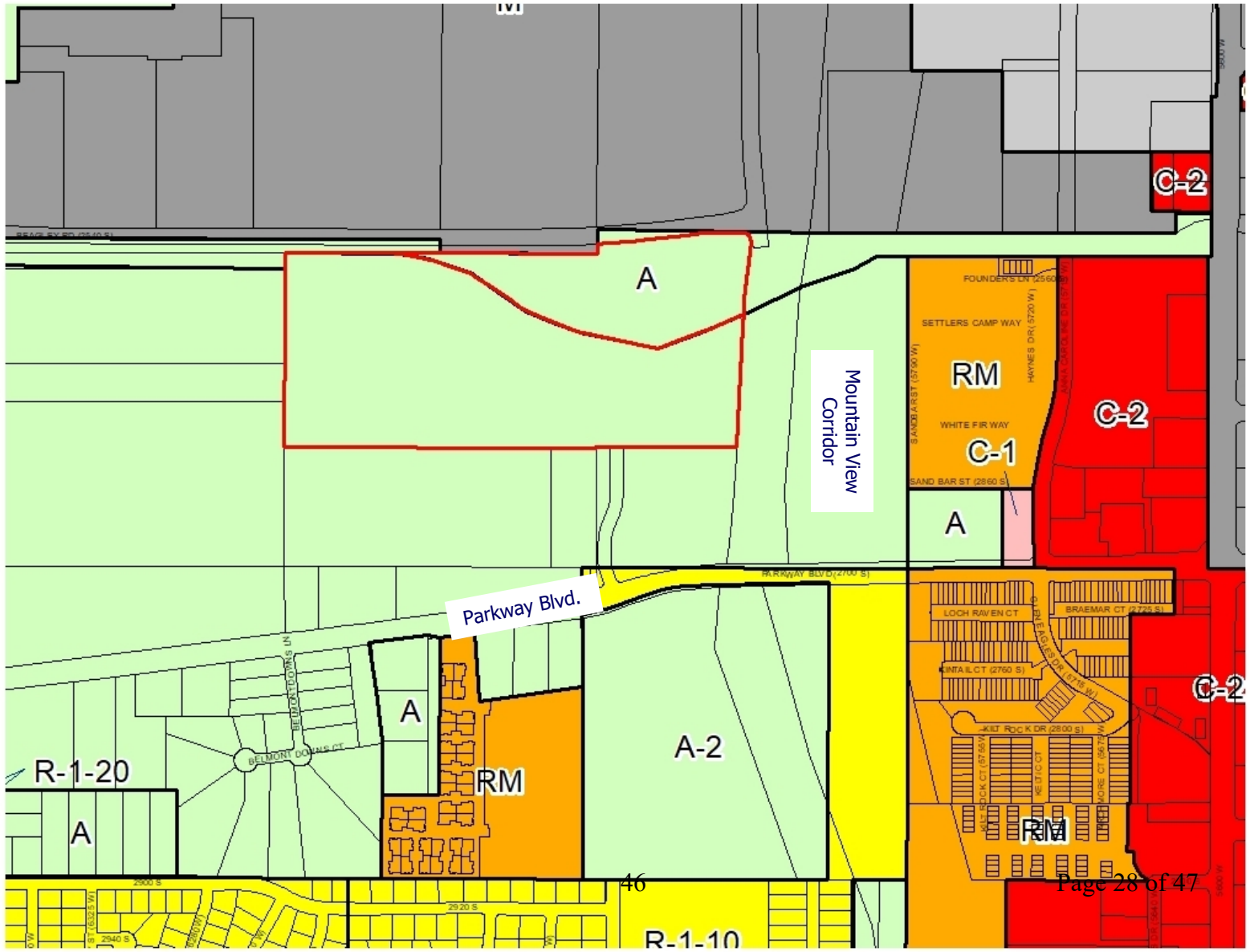
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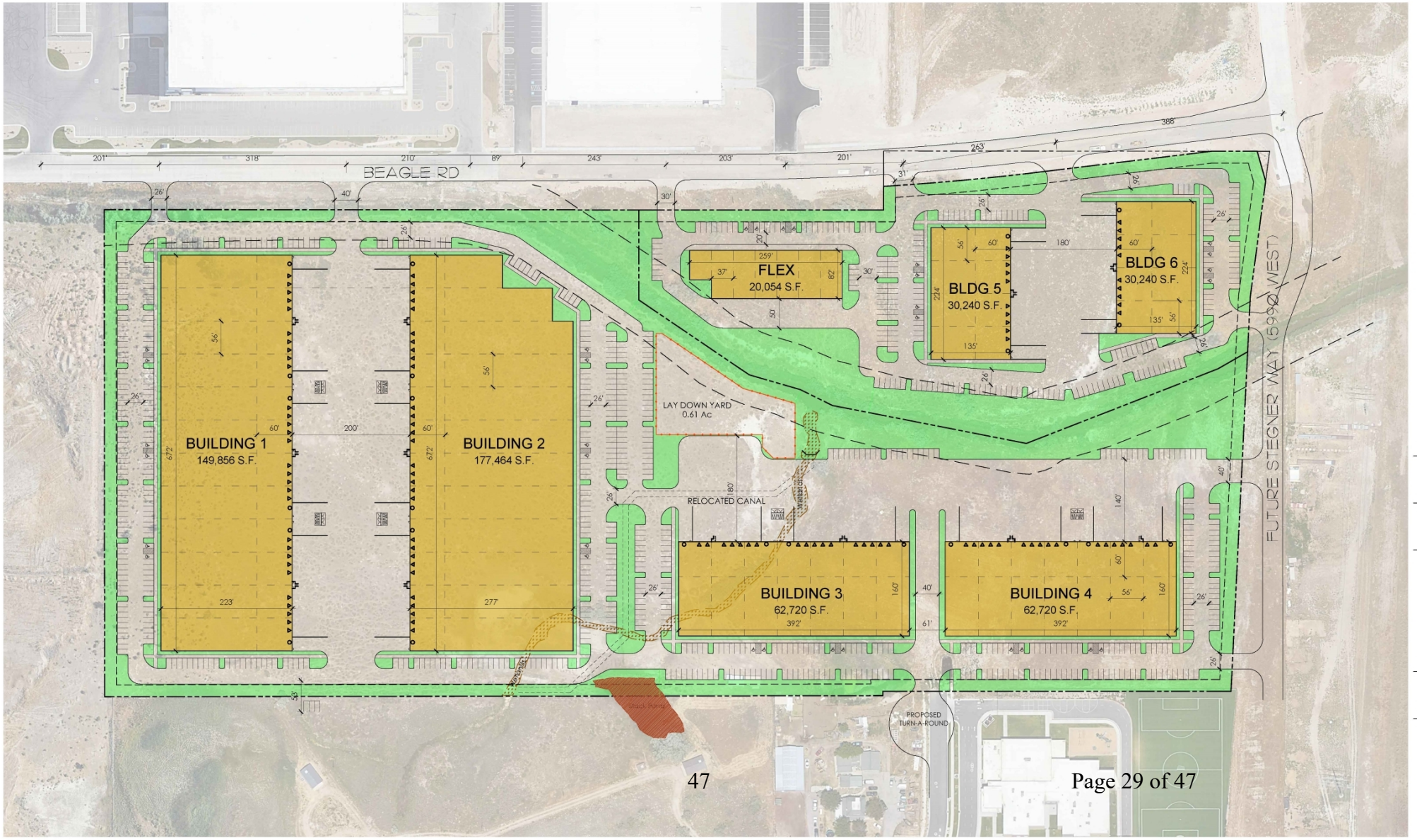
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PARKING/BUILDING DATA

BUILDING 1-4	600,320 SF
TOTAL PARKING	805 SPACES
RATIO	1.34/1,000 S.F.
BUILDING COVERAGE	36.67%
LANDSCAPING	18.27%

CITY ZONING CODE

Jurisdiction	West Valley City, UT
Zoning	Current - A-1 - Rezone to M
Setbacks	F 20' S 0' or 20' to Agricultural R 0' or 20' to Agricultural Parking can encroach 10' into setbacks
Height	For Buildings adjacent to public or private Streets, the maximum Building Height at the minimum setback shall be 20 feet, with Buildings set back one additional foot per additional foot in height over 20 feet.
Parking	9X18 26 Office 3/1000 Retail 3/1000 Manufacutring 1/800 or 1.25/1000 Warehouse 1/2000 No more that 10 consecutive stalls without landscape planter
Landscaping	5%

CONCEPTUAL SITE PLAN
THIS SITE PLAN IS FOR CONCEPTUAL PLANNING. THE SITE WILL NEED TO BE SURVEYED TO ACCURATELY DEFINE ALL BOUNDARIES, EASEMENTS, UTILITY EASEMENTS, RIGHT-OF-WAYS, CONFIRM ACCESS LOCATIONS, AND WETLANDS.

NORTH
0 80 160 240 320
Scale 1" = 80'

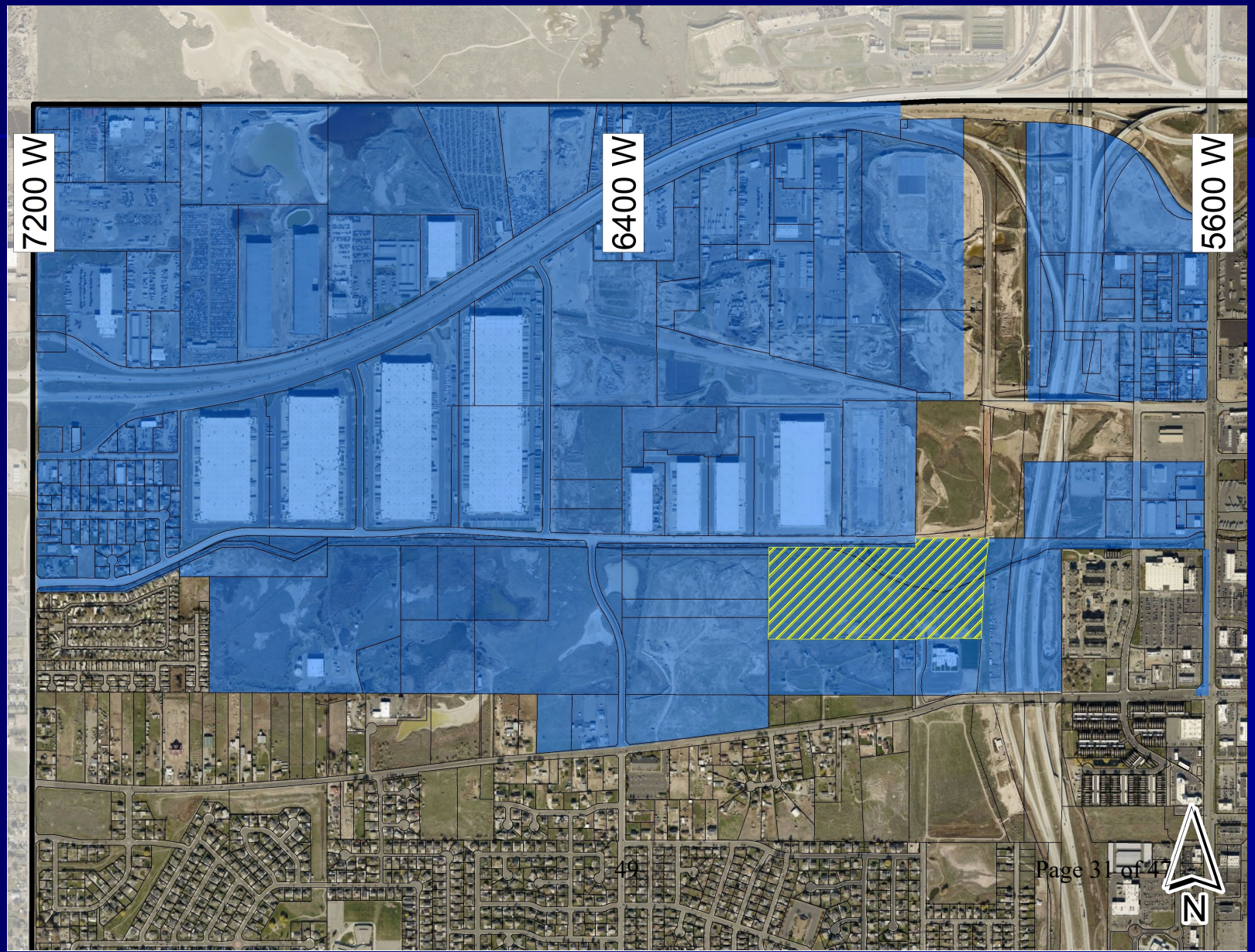
VANTRUST - West Valley Industrial

Site Plan

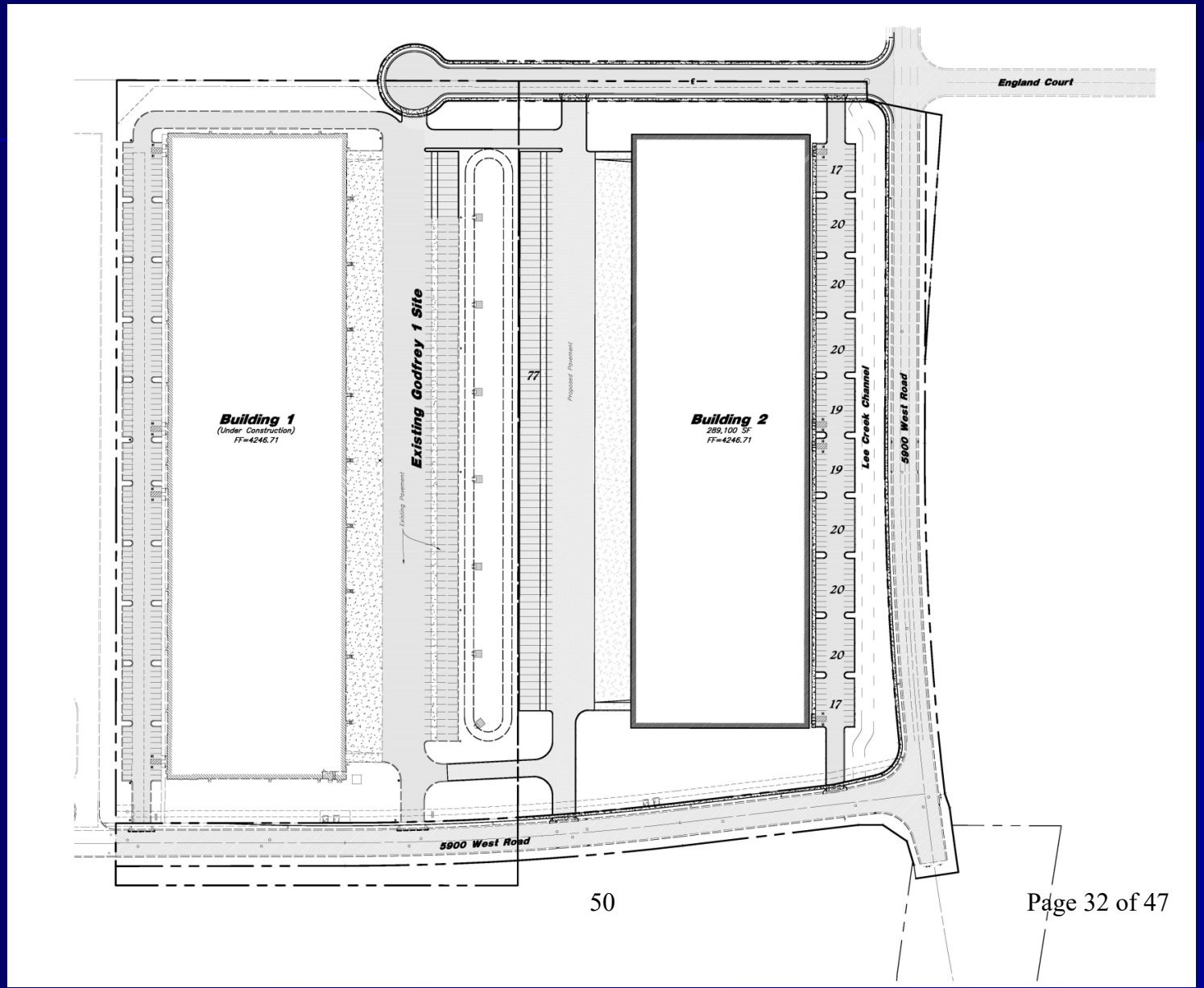
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ae urbia ARCHITECTS & ENGINEERS

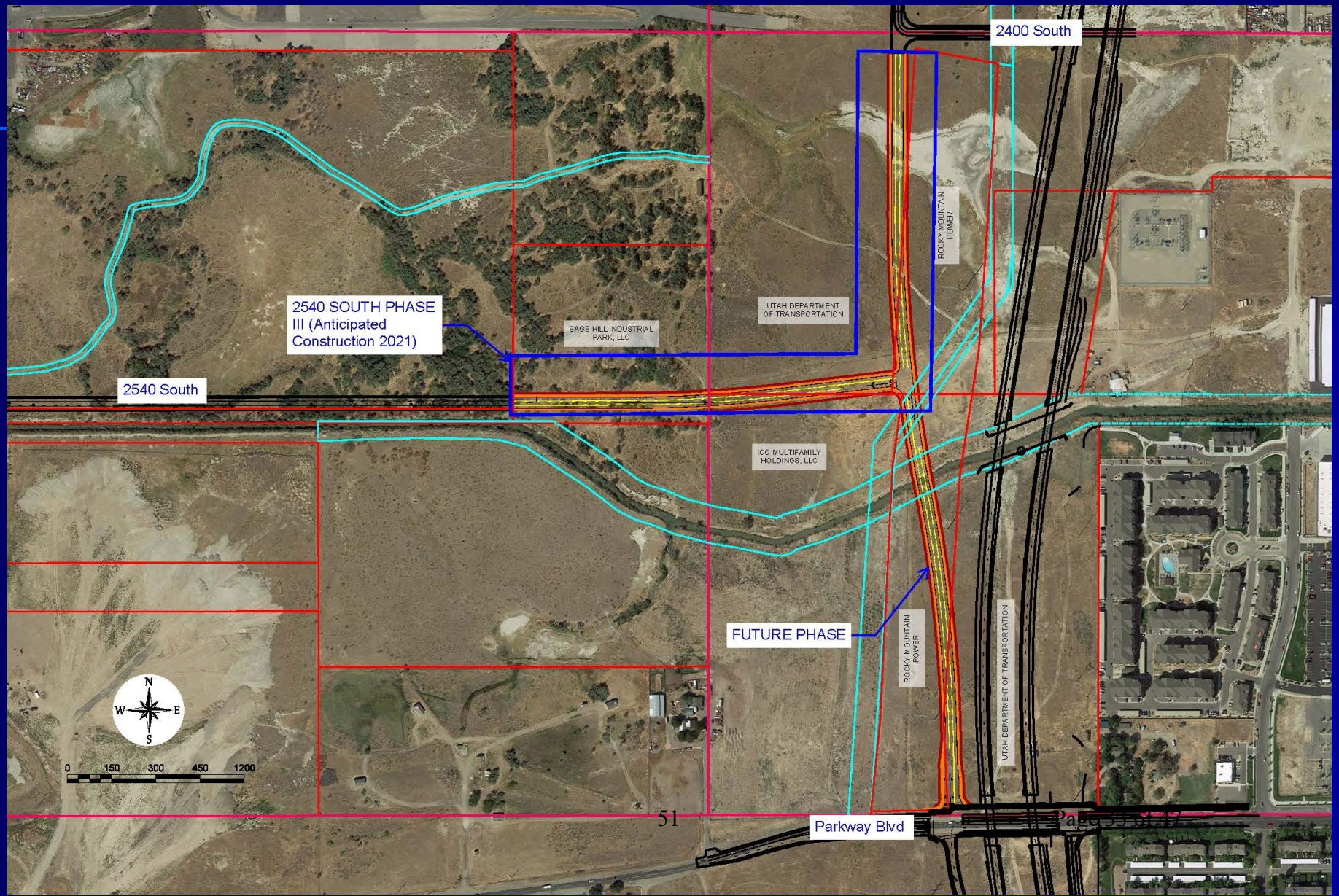
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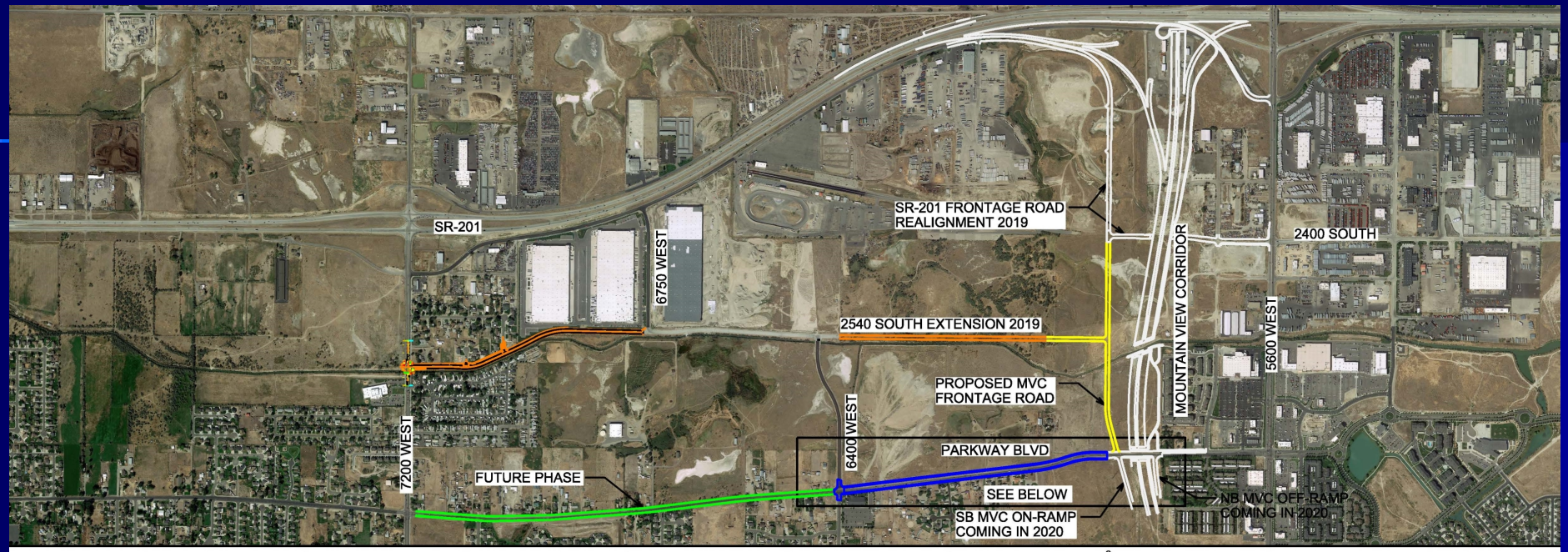
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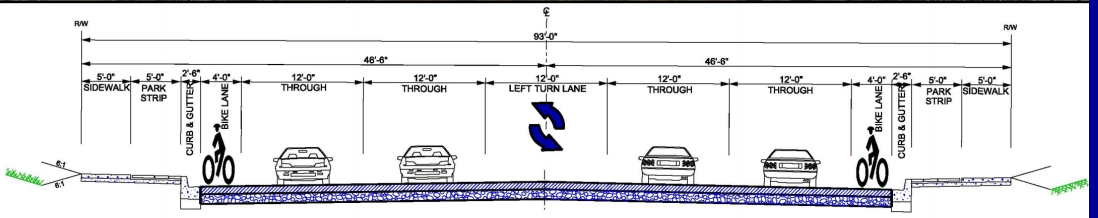


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PARKWAY BLVD RECONSTRUCTION AND WIDENING

MOUNTAIN VIEW CORRIDOR TO 6400 WEST
WEST VALLEY CITY





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

Budget Opening Required: ☐

ISSUE:

A request to amend Section 7-6-301, add Sections 7-10-400P through 7-10-402, and remove Sections 7-14-100P through 7-14-104 of the Zoning Ordinance.

SYNOPSIS:

The proposed changes would remove the Decker Lake Station Overlay Zone (DLSOZ) and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South.

In summary, staff is proposing to remove the DLSOZ for the following reasons:

- When the DLSOZ was first adopted in 1996, the area was mostly developed. Today, the area is largely developed.
- There are only five parcels where the DLSOZ still exists. As a result, staff is proposing to remove the DLSOZ from these parcels as submitted in application Z-8-2024.
- As part of the same application mentioned above (Z-8-2024) four of the five parcels with the DLSOZ are proposed to be rezoned from M (Manufacturing) to C-2 (General Commercial). Doing so replaces many of the use restrictions of the DLSOZ.
- As required by the State legislature. The City is currently working with a consultant team hired by Wasatch Front Regional Council to create station area plans for the River Trail, Redwood Junction, and Decker Lake light rail stations. Once the plans are adopted, the City will consider land use regulations to implement these plans as required by State code. In other words, any future land use regulations adopted to implement the station area plan for the Decker Lake light rail station area will take the place of the Decker Lake Station Overlay Zone.

The development standards proposed for properties along Decker Lake Drive retain certain provisions from the DLSOZ.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 10/30/2024

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-6-301, ENACTING PART 7-10-400P, AND REPEALING PART 7-14-100P TO REMOVE THE DECKER LAKE STATION OVERLAY ZONE AND ADD DEVELOPMENT STANDARDS FOR PROPERTIES ALONG DECKER LAKE DRIVE BETWEEN 3100 SOUTH AND 3500 SOUTH.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, the City desires to amend certain regulations concerning the Decker Lake Station Overlay Zone; 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 amend Section 7-6-301, enact Part 7-10-400P, and repeal Part 7-14-100P of the West Valley City Municipal Code.

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed. In addition, Part 7-14-100P of the West Valley City Municipal Code is hereby repealed as follows:

~~**7-14-100P**~~

~~**PART 1 – DECKER LAKE STATION OVERLAY ZONE**~~

~~**7-14-101. CONDITIONAL USE REVIEW.**~~

~~The West Valley City Planning Commission shall review and approve all Development in the Decker Lake Station Overlay Zone as a Conditional Use.~~

~~**7-14-102. DEVELOPMENT STANDARDS.**~~

~~In addition to all other applicable requirements, Development within the Decker Lake Station Overlay Zone shall meet the following standards:~~

~~(1) Architecture:~~

~~a. All Building elevations shall be designed such that there is equal emphasis on all sides of the Building. No Building side shall appear neglected or downgraded from the other Building sides regardless of visibility.~~

~~b. Retail and Restaurant Buildings shall include Street side windows and pedestrian leisure spaces.~~

~~c. Bus shelters are subject to design review to ensure architectural compatibility.~~

~~d. For Buildings less than 10,000 square feet, no parking shall be allowed between the Street and the Building.~~

~~(2) *Landscaping*.~~

~~a. A three-foot-tall berm is required within the Landscaping along Decker Lake Drive.~~

~~b. On Decker Lake Drive, Bradford Pear trees of a minimum size of two-inch caliper shall be planted within the Front Yard Landscaping an average of 30 feet apart. A different Street tree may be used to emphasize intersections.~~

~~c. On I-215, Flowering Crabapple trees of a minimum size of two-inch caliper shall be planted within the adjoining Landscaping an average of 30 feet apart.~~

~~d. Upon approval from UDOT, businesses located adjacent to I-215 shall landscape to the shoulder of the Interstate. This Landscaping may replace the 20-foot minimum width of Landscaping required in the Commercial zone. If UDOT approval is not obtained, the 20-foot minimum width of Landscaping shall apply.~~

~~e. Service and loading areas shall be screened from adjacent businesses, roads and~~

~~residential areas through the use of Landscaping, walls and/or Fences.~~

~~(3) *Pedestrian Accommodations.*~~

~~a. Stamped concrete is required at driveway intersections and at other key pedestrian areas.~~

~~b. The park strip along Decker Lake Drive shall be six feet wide. The Sidewalk along Decker Lake Drive shall be eight feet wide. Sites that do not meet these standards shall be brought into compliance when any development occurs to which Section 7-2-117 is applicable.~~

~~(4) *Signage.*~~

~~a. Only monument signs are allowed along Decker Lake Drive.~~

~~b. Directory type monument signs may exceed height and area requirements as outlined in Section 11-4-109.~~

~~**7-14-103. USE LIMITATIONS.**~~

~~The Use limitations outlined in Section 7-6-301 shall be imposed to limit the full range of Uses permitted in the underlying zone. In addition, Secondhand Stores over 6,000 leasable square feet are also prohibited.~~

~~**7-14-104. OUTDOOR EVENT CENTERS.**~~

~~Notwithstanding any prohibition based on the underlying zone, Outdoor Event Centers shall be a Conditional Use within the Decker Lake Station Overlay Zone.~~

Section 2. Amendment. Section 7-6-301 of the West Valley City Municipal Code is hereby amended as follows:

7-6-301. COMMERCIAL AND MANUFACTURING USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Commercial, Manufacturing, and overlay Zones of the City. (PC) means a Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone and conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone. Certain Uses may have

additional restrictions or requirements as set forth in this Title. Where Uses are marked with an asterisk, additional regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Commercial and Manufacturing Zones of the City.

Uses – (Uses with an asterisk (*) include use-specific regulations.)	**Zones – (Zones with an asterisk (*) include regulations that limit the use.)**											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	~~X~~	X	X	X
Agriculture	P	P	P	P	P	P	P	P				
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	~~X~~	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P				
Assisted Living Facility	X	P*	P*	P	P	P	X	X				
Automobile Parts Store	X	P*	X	P	P	P	X	P				X*
Automobile Sales, New	X	X	X	X	P	P	P	P	~~X~~	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	~~X~~	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	~~X~~	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	~~X~~	X	X	X
Blood Plasma Center*	X	X	X	X	P	P	X	X	~~X~~	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	P	X	P	X	P	P	X	P				
Bus Terminal*	X	X	X	X	X	PC	P	PC	~~X~~			
Cannabis Production Establishment*	X	X	X	X	X	X	X	P	~~X~~	X	X	X
Caretaker's Dwelling	P	P	P	P	P	P	P	P				
Cargo Container*	P	X	X	X	P	P	P	P	~~X~~	X	X	X
Commercial Raising,	X	X	X	X	X	X	X	PC	~~X~~			

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Rental, Stabling, Training and Grazing of Animals*												
Commissary	X	X	X	X	X	X	X	PC	~~X~~			
Community Use	P	P*	P	P	P	P	P	P	~~X~~			
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	~~X~~	X	*	
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P				
Detention Facility/Jail*	X	X	X	X	X	X	X	C	~~X~~		X	X
Equestrian School	X	X	X	X	X	X	X	PC	~~X~~			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC				
Event Center, Indoor*	P	P*	X	X	PC	PC	P	PC				
Event Center, Outdoor*	X	X	X	X	X	X	C	C				
Fast Food Establishment with Drive-Up Window*	P	P*	X	X	P	P	X	P	~~X~~	X	*	*
Fast Food Establishment with No Drive-Up Window	P	P*	P*	P	P	P	X	P		*	*	
Financial Institution	P	P*	P*	P	P	P	X	P				
Fitness Center	P	P*	X	P	P	P	P	P				
Food Vending Unit* and Mobile Food Vending Vehicle*	P	X	P*	X	P	P	X	P				
Fuel Sales Including Gasoline, Diesel, Propane and Other Similar Fuels	X	P*	X	PC	PC	PC	P	PC	~~X~~	X	*	

Uses – (Uses with an asterisk (*) include use-specific regulations.)	**Zones – (Zones with an asterisk (*) include regulations that limit the use.)**											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Furniture Store	X	P	X	P	P	P	X	P				
Garden Center* or Garden Center* with an Indoor Event Center* as an Accessory Use	X	P	X	C	P	P	X	P				
Grocery Store	X	P*	X	PC	PC	PC	X	PC				
Gun Range, Indoor	P	P	X	X	P	P	P	P				
Hardware Store	X	P*	X	P	P	P	X	P	~~X~~	X		
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC	~~X~~		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC	~~X~~			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC	~~X~~		X	X*
Heavy Truck and Trailer Service	X	X	X	X	X	X	C*	PC	~~X~~		X	X*
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	~~X~~	X		
Home Occupation*	X	P	P	X	X	X	X	X				
Hospital	X	X	P*	X	PC	X	X	X				
Incinerator	X	X	X	X	X	X	X	X	~~X~~			
Industrial, Light	P*	X	X	X	X	C	P	PC				
Industrial, Heavy	X	X	X	X	X	X	X	C	~~X~~		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC				
Instructional Facility	P	P*	X	P	P	PC	P	PC				
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC				
Kennel, Outdoor*	X	X	X	X	X	X	X	C	~~X~~			
Laundromat	X	P	X	P	P	P	X	P				
Lingerie Store	X	P	X	X	P	P	X	P	~~X~~	X	X	X
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC				
Manufacturer of	X	X	X	X	X	X	C	C	~~X~~			

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Alcoholic Products												
Massage Establishment	X	X	X	X	P	P	X	P				
Medical Cannabis Pharmacy*	P	P	P	P	P	P	P	P				
Mortuary	X	P	X	P	P	P	X	P				
Movie Theater	X	P*	X	X	P	P	X	P				
Moving Truck Rental Business	X	X	X	X	C	C	X	PC	~~X~~			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P				
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P				
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P	~~X~~			
Nursing Home/Convalescent Center	X	P*	P*	P	P	P	X	X				
Off-Premises Beer Retailer	X	P*	P	P	P	P	C*	P				
Office, Medical and Dental	P	P*	P*	P	P	P	X	X				
Office, Professional	P	P*	P	P	P	P	P	P				
Outdoor Waste Management Facility	X	X	X	X	X	X	X	X				
Outside Display of Merchandise*	X	X	P*	X	P	P	X	P				
Outside Storage*	X	X	X	X	X	X	X	C	~~X~~		*	
Parking Lot, Commercial	P	P	X	X	P	P	P	P				
Parking Structure	P	P*	P*	X	P	P	P	P				
Permanent Cosmetic Establishment*	X	P*	P*	P	P	P	X	P				

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Public Utility Installation (except lines and rights-of-way)	P	C*	P	C	C	C	P	PC				
Radio and Television Transmission Antennas, Transmitting Stations and Related Facilities*	X	X	X	X	X	X	P	P	~~X~~			
Recreation, Indoor	X	P*	X	P	P	P	P	P				
Recreation, Outdoor*	X	P*	X	X	PC	PC	X	PC	~~X~~			
Recreational Facility Beer Retailer*	X	P	X	X	P	P	P	P				
Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	X	X	X	X	PC	PC	P	PC	~~X~~	X		
Rental Store	X	X	X	X	P	P	X	P				
Residential	X	P*	P*	X	X	X	X	X	~~X~~			
Restaurant*, Restaurant On-Premises Beer Retailer*, Restaurant Liquor Retailer	P	P*	P*	P	P	P	X	P				
Retail Department or Specialty Store	X	P*	P*	P	P	P	X	P				
Retail Tobacco Specialty Business*	X	X	X	X	P	P	X	P				
Sanitary Landfill	X	X	X	X	X	X	X	X				
Secondhand Precious Metal Dealer/Processor and/or Precious Gem Dealer	X	P*	X	P	P	P	X	P				
Secondhand Store	X	P*	X	P	P	P	X	P	~~*~~			

Uses – (Uses with an asterisk (*) include use-specific regulations.)	**Zones – (Zones with an asterisk (*) include regulations that limit the use.)**											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Self-Storage Facility*	X	X	X	X	X	X	X	PC	~~X~~	X	X	X
Sexually Oriented Business*	X	X	X	X	X	X	X	P	~~X~~	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C				
State Store/Package Agency*	X	X	X	X	P	P	X	P				
Swap Meet, Indoor	X	X	X	X	X	X	X	X				
Swap Meet, Outdoor	X	X	X	X	X	X	X	X				
Tobacco Oriented Business*	X	X	X	X	X	X	X	P	~~X~~			
Tattoo Establishment	X	X	X	X	X	X	X	P	~~X~~	X	X	X
Tavern*	X	X	X	X	X	X	X	X				
Taxicab Business	X	X	X	X	P	P	P	P				
Temporary Nonresidential Building	P	P	P	P	P	P	P	P				
Temporary Land Use	P	P	X	P	P	P	P	P				
Towing and Impound Yard*	X	X	X	X	X	X	X	PC	~~X~~		X	X
Truck Transfer Company	X	X	X	X	X	X	C	C	~~X~~			
Turf Farm Equipment Manufacturing*	X	X	X	X	X	X	X	PC	~~X~~			
Uses Customarily Accessory to a Listed Permitted Use	P	P	P	P	P	P	P	P				
Uses Customarily Accessory to a Listed Conditional Use	P	P	P	P	P	P	P	P				
Vehicle Recycling Facility*	X	X	X	X	X	X	X	PC	~~X~~		X	X
Vehicle Storage Yard*	X	X	X	X	X	X	X	C	~~X~~		X	X
Veterinary Hospital*	P	P*	P*	P	P	P	P	P				

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**L1**	**M**	**~~DLSOZ~~**	**JROZ**	**BHOZ**	**56WOZ**
Warehouse	P*	X	X	X	C*	C	P	PC	~~X~~	X		

X: Use is prohibited in the zone.

X*: Use is prohibited in portions of the applicable overlay zone.

C: Use is conditional.

C*: Use is conditional and includes zone-specific regulations.

P: Use is permitted.

P*: Use is permitted and includes zone-specific regulations.

PC: Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone. Use is conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

***:** Use includes overlay zone-specific regulations.

Section 3. Enactment. Part 7-10-400P of the West Valley City Municipal Code is hereby enacted as follows:

7-10-400P

PART 4 – DECKER LAKE DRIVE BETWEEN 3100 SOUTH AND 3500 SOUTH.

7-10-401. PURPOSE AND LOCATION.

This Part is intended to establish a unifying Streetscape along Decker Lake Drive between 3100 South and 3500 South. This Part is applicable to all property with Frontage on Decker Lake Drive between 3100 South and 3500 South.

7-10-402. DEVELOPMENT STANDARDS.

(1) For Buildings less than 10,000 square feet, no parking shall be allowed between the Street and the Building.

(2) A three-foot-tall berm shall be required within the Landscaping along Decker Lake Drive.

(3) On Decker Lake Drive, Bradford Pear trees of a minimum size of two-inch caliper shall be planted within the Front Yard Landscaping an average of 30 feet apart. A different Street tree may be used to emphasize intersections.

(4) Stamped concrete shall be required for all driveway approaches and where public sidewalks cross driveways.

(5) The park strip along Decker Lake Drive shall be six feet wide. The Sidewalk along Decker Lake Drive shall be eight feet wide. Sites that do not meet these standards shall be brought into compliance when any development occurs to which Section 7-2-117 is applicable.

(6) Only monument signs are allowed along Decker Lake Drive. Directory type monument signs may exceed height and area requirements as outlined in Section 11-4-109.

Section 4. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2024.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WEST VALLEY CITY PLANNING COMMISSION PUBLIC HEARING MINUTES
WEDNESDAY, SEPTEMBER 25, 2024 at 4:00 PM

Application #: ZT-10-2024
Applicant: West Valley City
Request: A zone text change to modify Section 7-6-301, add Sections 7-10-400P through 7-10-402, and remove Sections 7-14-100P through 7-14-104. These changes would remove the Decker Lake Station Overlay Zone and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South.

City staff is proposing a zone text change to modify Section 7-6-301, add Sections 7-10-400P through 7-10-402, and remove Sections 7-14-100P through 7-14-104. These changes would remove the Decker Lake Station Overlay Zone and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South. The reasons for the removal of the Decker Lake Station Overlay Zone are outlined below.

Reasons to Remove the Overlay Zone

The Decker Lake Station Overlay Zone was first adopted in 1996 as the Commercial Overlay Zone. At the time, the intended overlay zone area was mostly undeveloped. In the years that followed, the Maverik Center, hotels, restaurants and other uses were built. Today, the targeted overlay zone area is largely developed.

The Overlay Zone was originally intended to cover the area between 3100 South and 3500 South and from I-215 to approximately 2080 West. The Overlay Zone was expanded in 2002 to include property north of 3100 South and then reduced in 2006 and 2020 to exclude new residential developments. However, as previously discussed with the Planning Commission, staff recently learned that the area south of 3100 South was never officially zoned by ordinance as being within the Overlay Zone. As a result, the Overlay Zone currently affects only 5 parcels north of 3100 South. These 5 parcels are the subject of a companion application, Z-8-2024, wherein staff is recommending that the Decker Lake Station Overlay Zone be removed from these parcels.

In addition to removing the Overlay Zone from the subject parcels in Z-8-2024, four of the five parcels are proposed to be rezoned from the M (Manufacturing) zone to the C-2 (General Commercial) zone. Doing so replaces many of the use restrictions of the Overlay Zone.

In 2023, the Utah legislature required municipalities with light rail stations to adopt station area plans for the one-half mile radius from each light rail station. The legislature also required municipalities to adopt land use regulations to implement each station area plan. The station area plans and associated land use regulations must be adopted by the end of 2025. The City is currently working with a consultant team hired by Wasatch Front Regional Council to create station area plans for the River Trail, Redwood Junction, and Decker Lake light rail stations. Once the plans are adopted, the City will consider land use regulations to implement these plans.

In other words, any future land use regulations adopted to implement the station area plan for Decker Lake light rail station area will take the place of the Decker Lake Station Overlay Zone.
Adding Sections 7-10-400P through 7-10-402

There are certain streetscape type standards in the Decker Lake Station Overlay Zone that staff is recommending moving to Chapter 7-10 of the zoning ordinance. These standards are outlined below.

1. For Buildings less than 10,000 square feet, no parking shall be allowed between the Street and the Building.
2. A three-foot-tall berm shall be required within the Landscaping along Decker Lake Drive.
3. On Decker Lake Drive, Bradford Pear trees of a minimum size of two-inch caliper shall be planted within the Front Yard Landscaping an average of 30 feet apart. A different Street tree may be used to emphasize intersections.
4. Stamped concrete shall be required for all driveway approaches and where public sidewalks cross driveways.
5. The park strip along Decker Lake Drive shall be six feet wide. The Sidewalk along Decker Lake Drive shall be eight feet wide. Sites that do not meet these standards shall be brought into compliance when any development occurs to which Section 7-2-117 is applicable.
6. Only monument signs are allowed along Decker Lake Drive. Directory type monument signs may exceed height and area requirements as outlined in Section 11-4-109.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.

2. Continuance.

3. Denial.

Discussion: Steve Pastorik presented. There were no questions or comments.

Motion: Commissioner Porter motioned to approve ZT-10-2024. Commissioner Wood seconded.

Vote:	Commissioner Winters	Yes
	Commissioner Drozdek	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner Layton	Yes
	Commissioner Porter	Yes
	Chair Lovato	Yes

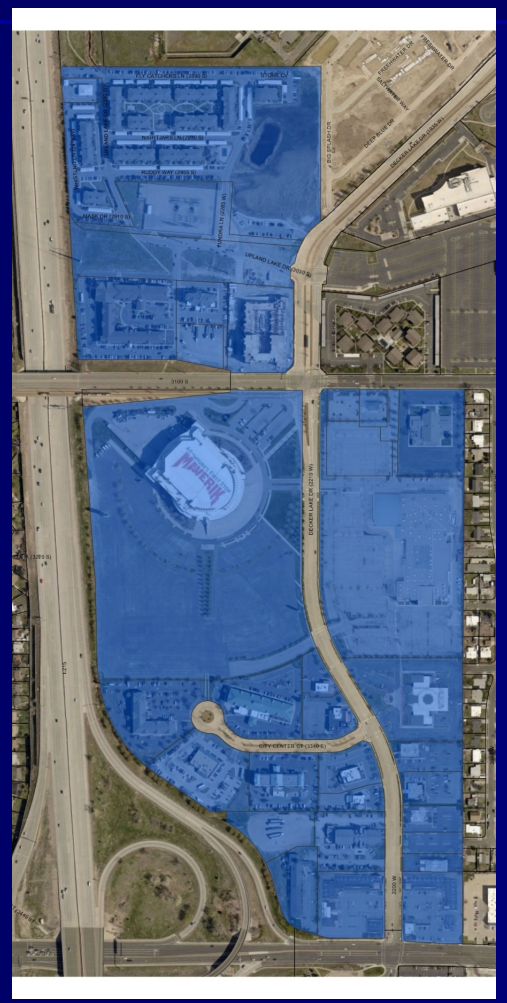
UNANIMOUS----ZT-10-2024---APPROVED

ZT-10-2024 Petition by West Valley City requesting an amendment to the zoning ordinance by modifying Section 7-6-301, adding Sections 7-10-400P through 7-10-402, and removing Sections 7-14-100P through 7-14-104. These changes would remove the Decker Lake Station Overlay Zone and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

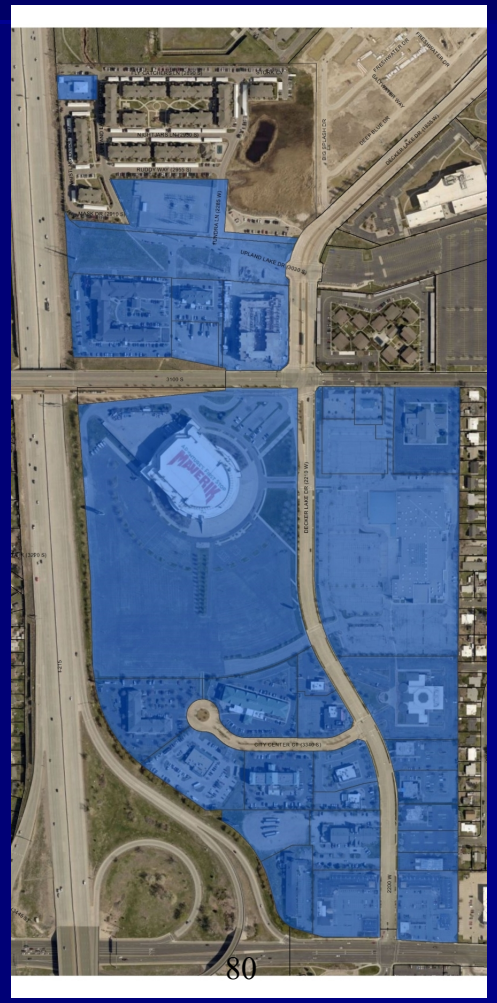
1996*



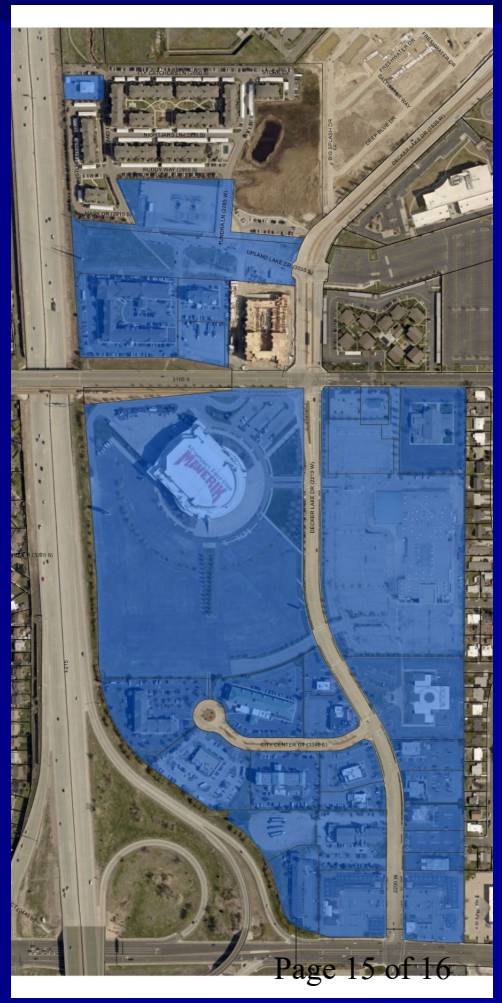
2002*



2006*



2020*



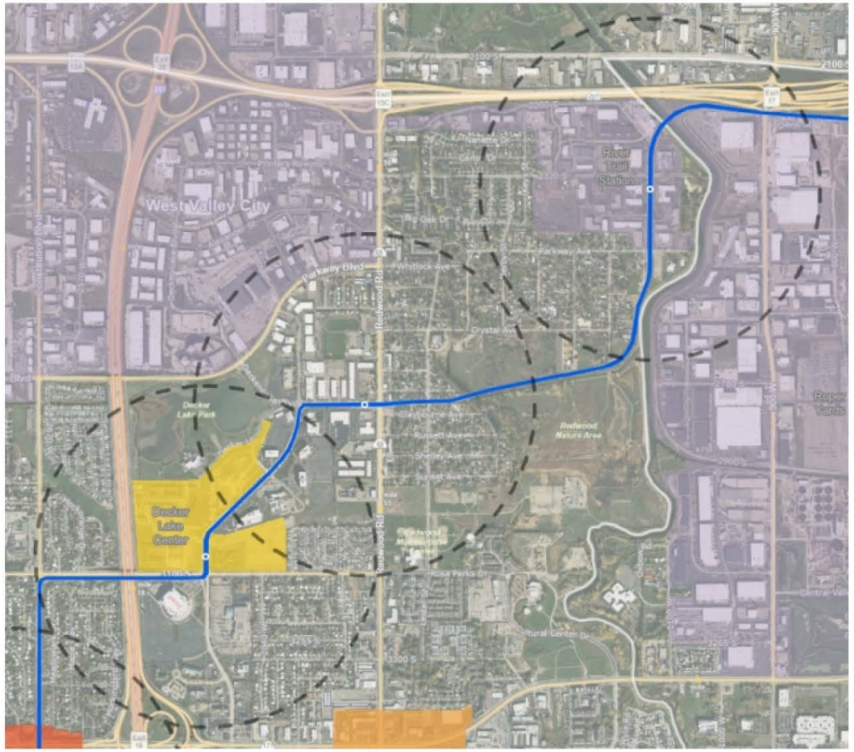
2024 Actual



*The area south of 3100 South was never formally added to the zoning map by ordinance.

ZT-10-2024 Petition by West Valley City requesting an amendment to the zoning ordinance by modifying Section 7-6-301, adding Sections 7-10-400P through 7-10-402, and removing Sections 7-14-100P through 7-14-104. These changes would remove the Decker Lake Station Overlay Zone and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

Project Map



Source: West Valley City RFP

Project Schedule

	2024								2025
Task Name	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Task 0: Project Management									
Task 1: Existing Conditions									
Task 2: Community Engagement	Department Interviews Business & Developer Outreach Intercept Surveys Social Pinpoint / Website City Council & Planning Commission		Steering Committee Meeting 1	City Council & Planning Commission	Steering Committee Meeting 2		Community Workshops	Steering Committee Meeting 3	City Council & Planning Commission
Task 3: Creating the Station Area Framework									
Task 4: Station Area Alternatives									
Task 5: Preferred Concept and Implementation Plan: Creating the Play Book									

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

ISSUE:

Application: Z-8-2024
Applicant: West Valley City
Location: 3022, 3038, and 3074 S Decker Lake Dr; 2964 S Tundra Ln; and 2212 W 3100 S
Size: 13.84 acres

SYNOPSIS:

Removal of the Decker Lake Station Overlay Zone (DLSOZ) and a zone change from M to C-2 for the properties at 3022, 3038, and 3074 S Decker Lake Dr and 2964 S Tundra Ln. Removal of the Decker Lake Station Overlay Zone for the property at 2212 W 3100 S

BACKGROUND:

City staff has submitted a zone change application for 5 parcels located at 3022, 3038, and 3074 S Decker Lake Dr; 2964 S Tundra Ln; and 2212 W 3100 S. City staff has also submitted application ZT-10-2024 to remove the DSLOZ from the zoning ordinance. If the City removes the DSLOZ from the zoning ordinance, it must also be removed from the zoning map.

The DSLOZ includes many use restrictions that would no longer be in effect if this application and application ZT-10-2024 are approved. For this reason, staff is proposing to change the zoning on four of the five subject parcels from M (Manufacturing) to C-2 (General Commercial).

While the current uses of lodging facilities and public utility installations are both allowed uses in the C-2 zone, other industrial uses allowed in the M zone are not. The fifth parcel, which is owned by Granger Hunter Improvement District, does not meet the minimum lot size required in the C-2 zone. Therefore, staff is recommending that the M zoning on this parcel remain.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 10/24/2024
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO REMOVE THE DECKER LAKE STATION OVERLAY ZONE AND CHANGE THE ZONING FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 3022, 3038, AND 3074 SOUTH DECKER LAKE DRIVE AND AT 2964 SOUTH TUNDRA LANE AND REMOVE THE DECKER LAKE STATION OVERLAY ZONE FROM THE PROPERTY AT 2212 WEST 3100 SOUTH.

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 #Z-8-2024, filed by West Valley City and located at 3022, 3038, and 3074 S Decker Lake Drive and at 2964 S Tundra Lane is hereby reclassified by removing the Decker Lake Station Overlay Zone and by changing the zoning from M (Manufacturing) to C-2 (General Commercial), said property being more particularly described as follows:

Parcel #s: 15-28-276-032, 15-28-276-034, 15-28-276-019, and 15-28-276-044

The property described in application #Z-8-2024, filed by West Valley City and located at 2212 W 3100 S is hereby reclassified by removing the Decker Lake Station Overlay Zone, said property being more particularly described as follows:

Parcel #: 15-28-226-002

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

WEST VALLEY CITY PLANNING COMMISSION PUBLIC HEARING MINUTES
WEDNESDAY, OCTOBER 23, 2024 at 4:00 PM

Application #: **Z-8-2024**
Applicant: **West Valley City**
Address: **3022, 3038, and 3074 S Decker Lake Dr, 2964 S Tundra Ln, and 2212 W 3100 S**
Request: **Removal of the Decker Lake Station Overlay Zone (DLSOZ) and a zone change from M to C-2**
Property Size: **13.84 acres**

City staff has submitted a zone change application for 5 parcels located at 3022, 3038, and 3074 S Decker Lake Dr, 2964 S Tundra Ln, and 2212 W 3100 S. The table below lists these 5 parcels along with their current zoning, use and General Plan designation along with the proposed zoning.

Address	Current Zoning	Land Use	General Plan Designation	Proposed Zoning
3022 S Decker Lake Dr	M with the DLSOZ	Power corridor and private access road	Utilities	C-2 without the DLSOZ
3038 S Decker Lake Dr	M with the DLSOZ	Lodging facilities	Entertainment	C-2 without the DLSOZ
3074 S Decker Lake Dr	M with the DLSOZ	Lodging facility	Entertainment	C-2 without the DLSOZ
2964 S Tundra Ln	M with the DLSOZ	Power substation	Utilities	C-2 without the DLSOZ
2212 W 3100 S	M with the DLSOZ	Sewer lift station	Utilities	M without the DLSOZ

City staff has also submitted application ZT-10-2024 to remove the DSLOZ from the zoning ordinance. If the City removes the DSLOZ from the zoning ordinance, it must also be removed from the zoning map.

The DSLOZ includes many use restrictions that would no longer be in effect if this application and application ZT-10-2024 are approved. For this reason, staff is proposing to change the zoning on four of the five subject parcels from M (Manufacturing) to C-2 (General Commercial). While the current uses of lodging facilities and public utility installations are both allowed uses in the C-2 zone, other industrial uses allowed in the M zone are not. The fifth parcel, which is owned by Granger Hunter Improvement District, does not meet the minimum lot size required in the C-2 zone. Therefore, staff is recommending that the M zoning on this parcel remain.

For reference, a copy of the commercial and manufacturing zones use table is included with this report. This table shows the permitted, conditional, and prohibited uses within the C-2 and M zones as well as the DSLOZ.

Staff Alternative:

1. Approval. This application should be approved as the Decker Lake Station Overlay is being removed from the Zoning Ordinance and the change conforms with the General Plan.

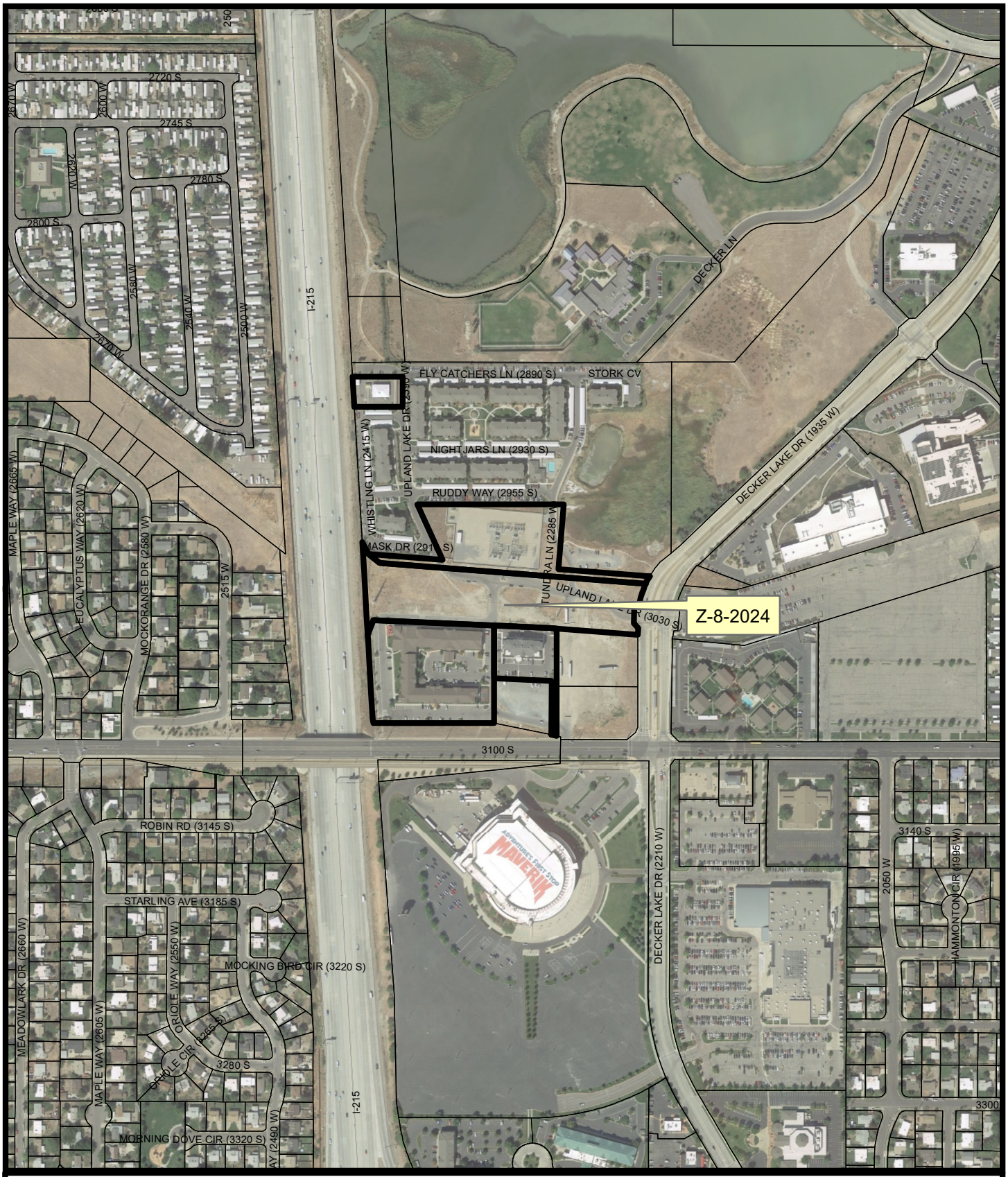
2. Continuance.

Discussion: Steve Pastorik presented. There were no questions or comments from the Commissioners or the audience.

Motion: Commissioner Wood motioned to approve Z-8-2024. Commissioner Woodruff seconded.

Vote:	Chair Lovato	Yes
	Commissioner Winters	Yes
	Commissioner Drozdek	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner Layton	Absent
	Commissioner Porter	Absent

UNANIMOUS----Z-8-2024---APPROVED



0 250 500 Feet

Z-8-2024
WEST VALLEY CITY
3022, 3038, AND 3074 S DECKER LAKE DR
2964 S TUNDRA LN AND 2212 W 3100 S

N

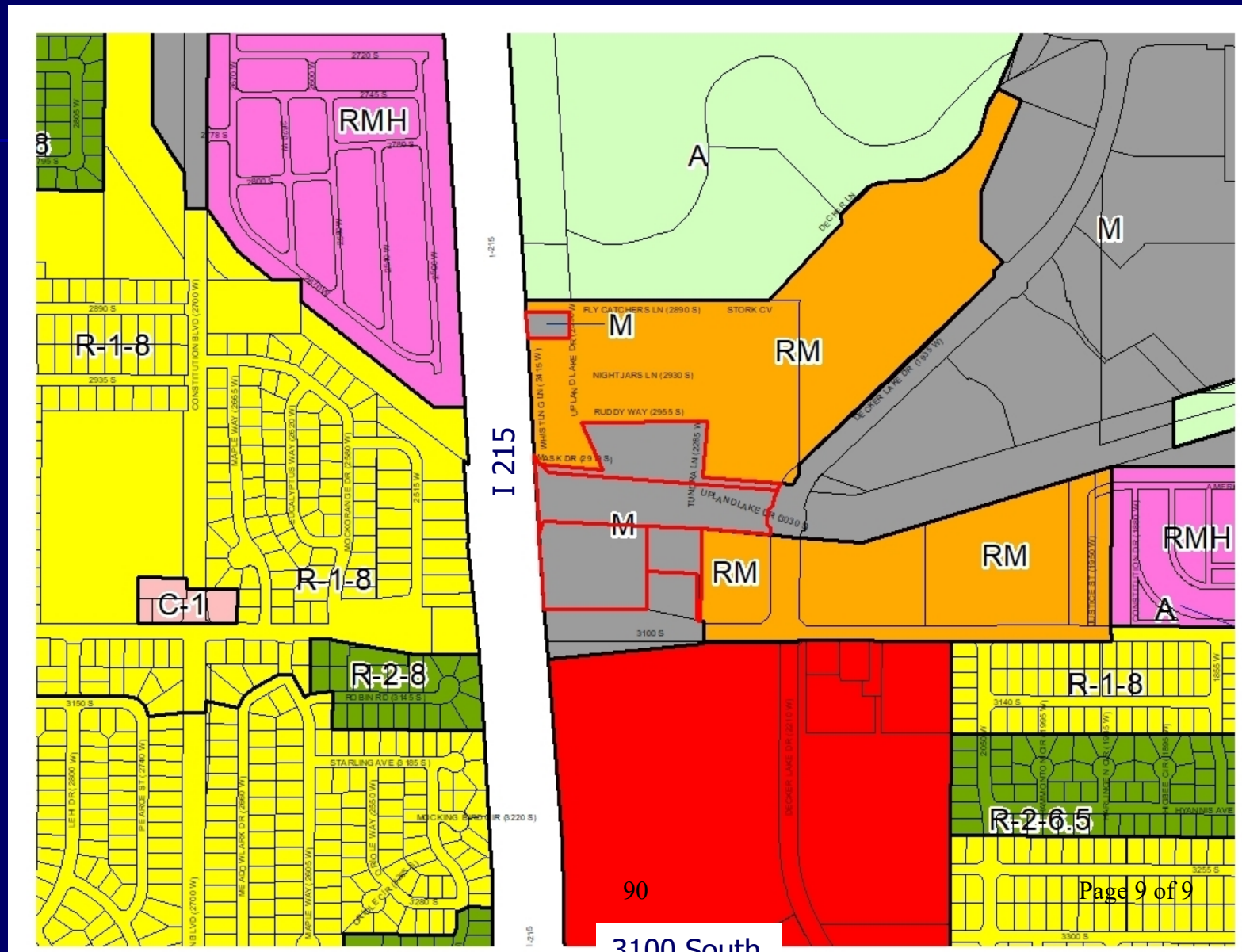
Z-8-2024 Petition by West Valley City requesting a zone change to remove the Decker Lake Station Overlay Zone and change the zoning from M (Manufacturing) to C-2 (General Commercial). The property is located at 3022, 3038, and 3074 S Decker Lake Dr and at 2964 S Tundra Ln on 13.4 acres. This petition also includes a zone change to remove the Decker Lake Station Overlay Zone from the property at 2212 W 3100 S, which is 0.44 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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24-49- Players Pass

Item #:	
Fiscal Impact:	n/a
Funding Source:	n/a
Account #:	n/a
Budget Opening Required:	no

ISSUE:

Increase 2025 Player Pass fees at The Ridge Golf Club and Stonebridge Golf Club

SYNOPSIS:

The Parks and Recreation Department is requesting a change of the Consolidated Fee Schedule within the Municipal Code 1-2-107 as outlined below.

BACKGROUND:

The Player Passes have been in very high demand over the past several seasons. We propose to increase the opportunity for general public play. In order to do that we are proposing to decrease the number of the Player Passes that tend to fill up a large number of tee times and increase the fee to $299.

RECOMMENDATION:

We recommend changing the Consolidated Fee Schedule as outlined above.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 11/5/2024

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 1-2-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN PARKS AND RECREATION FEES.

WHEREAS, Title 1 of the West Valley City Municipal Code establishes a consolidated fee schedule setting forth the fees charged for various City services; and

WHEREAS, the City desires to amend certain fees relating to Parks Department facilities; 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 amend Section 1-2-107 of the West Valley City Municipal Code.

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 1-2-107 of the West Valley City Municipal Code are hereby amended as follows:

1-2-107. PARKS AND RECREATION DEPARTMENT.

(1) Park User Fees:

a. Park Pavilion Rental – $80 for residents, $100 for nonresidents Monday – Thursday; $100 for residents, $125 for nonresidents Friday – Sunday

b. Park Open Space Use Fee (for festivals, circus, car shows) – $400 per day

c. Soccer Field Rental – $100 per half-day (before/after 2:00 P.M.)

d. Soccer Field Fee to Line Field and Goal Area – $100

e. Softball Field Rental – $250 per half-day (before/after 2:00 P.M.)

f. Field Lights (per field) – $75/hour or fraction of an hour

g. Softball/Baseball Field Prep

i. $65/field each time to drag, mark, or rake

ii. $20/field for quick rake and re-mark

h. Electrical Power Boxes – $200 setup fee/box

i. Electrical Power Box Rental – $25/day

(2) Use of Maverik Center, per patron – $1/ticket*

* Except for community events hosted or co-sponsored by the City

(3) Family Fitness Center:

a. Annual Membership Passes (West Valley City Residents):

i. Family (up to six) – $484 or $48/month

ii. Couple – $412 or $41/month

iii. Couple – Senior (60+) – $256 or $25/month

iv. Adult – $281 or $27/month

v. Adult – Senior (60+) – $190 or $18/month

vi. Minor (three – 17) – $228 or $23/month

Military/Veterans – 10 percent discount

b. Annual Membership Passes (Nonresidents):

i. Family (up to six) – $539 or $52/month

ii. Couple – $467 or $45/month

iii. Couple – Senior (60+) – $311 or $29/month

iv. Adult – $336 or $31/month

v. Adult – Senior (60+) – $245 or $22/month

vi. Minor (three – 17) – $283 or $27/month

Military/Veterans – 10 percent discount

c. Family Fitness Center Daily Admission Fees (West Valley City Residents):

i. Minor (three – 17) – $5

ii. Adult – $7

iii. Senior (60+) – $4.50

Military/Veterans – 10 percent discount

d. Family Fitness Center Daily Admission Fees (Nonresidents):

i. Minor (three – 17) – $6

ii. Adult – $8

iii. Senior (60+) – $5.50

Military/Veterans – 10 percent discount

e. *Repealed by Ord. 19-12.*

f. *Repealed by Ord. 19-12.*

g. Family Fitness Center Childcare Fees:

i. Per Child – $4/hour; Members: first hour free, $2 for each additional hour

ii. Kidz Kamp Program – $36/day; members receive a 15% discount

iii. Afterschool Kamp – $17/day; members receive a 15% discount

(4) The Ridge Golf Club:

a. Nine holes:

i. Green fees – $18

ii. Power Carts – $10

iii. Pull carts – $4

iv. Premium Club rental – $20

b. Eighteen holes:

i. Green fees – $36

ii. Power Carts – $20

iii. Pull carts – $8

iv. Premium Club rental – $35

c. Military Rate for nine holes – $14, for 18 holes – $28 (Monday – Thursday anytime)

d. Juniors (High School and College players), nine holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $9

e. Juniors (High School and College players), 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $18

f. Seniors, nine holes (Monday – Thursday anytime) – $14

g. Seniors, 18 holes (Monday – Thursday anytime) – $28

h. Passes:

i. Players Pass – ~~$249.95~~299

ii. Players Pass 9/18 holes (Monday – Thursday anytime) – $10

iii. Players Pass 18 holes (Fridays, weekends and holidays, includes cart) – $35

iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – $9

v. Punch Pass 10 rounds of nine holes – $130 ($90 for Lake Park employees, must show Lake Park employee ID to purchase)

i. Driving range:

i. Range balls, small bucket – $5

ii. Range balls, large bucket – $10

iii. Players Pass Small Bucket – $4

iv. Players Pass Large Bucket – $8

v. 10-Token driving range pass – $40 ($30 for Lake Park employees, must show Lake Park employee ID to purchase)

j. Tournaments:

i. Monday – Thursday, includes cart and merchandise – $65

ii. Friday – Sunday, includes cart and merchandise – $11,000 course rental for 18 holes, up to 144 players

(5) Stonebridge Golf Course:

a. Nine holes:

i. Green Fees – $18

ii. Power Carts – $10

iii. Pull Carts – $4

iv. Premium Club Rental – $20

b. 18 holes:

i. Green Fees – $36

ii. Power Carts – $20

iii. Pull Carts – $8

iv. Premium Club Rental – $35

c. Military Rate for nine holes – $14; 18 holes – $28 (Monday – Thursday anytime)

d. Juniors (High School and College Players), nine holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $9

e. Juniors (High School and College Players), 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – $18

f. Seniors, nine holes (Monday – Thursday anytime) – $14

g. Seniors, 18 holes (Monday – Thursday anytime) – $28

h. Passes:

i. Players Pass – $~~249.95~~299

ii. Players Pass 9/18 holes (Monday – Thursday anytime) – $10

iii. Players Pass 18 holes (Fridays, weekends and holidays, includes cart) – $35

iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – $9

v. Punch Pass 10 rounds of nine holes – $130 ($90 for Lake Park employees, must show Lake Park employee ID to purchase)

i. Driving Range:

i. Range Balls, small bucket – $5

ii. Range Balls, large bucket – $10

iii. Players Pass Small Bucket – $4

iv. Players Pass Large Bucket – $8

v. 10-Token driving range pass – $40 ($30 for Lake Park employees, must show Lake Park employee ID to purchase)

j. Tournaments:

i. Monday – Thursday, includes cart and merchandise – $65

ii. Friday – Sunday, includes cart and merchandise – $11,000 for course rental for 18 holes, up to 144 players

iii. Friday – Sunday, includes cart and merchandise – $14,000 course rental for 27 holes, up to 220 players

(6) Golf Club/Course Temporary Fee Discounts:

The Parks and Recreation Director is authorized to implement temporary fee discounts to stimulate play and increase revenues. The Parks and Recreation Director shall notify the

City Manager of any such discounts following the implementation or approval of any said discounts.

(7) Community and Recreational Services Fees:

The facilities of the Parks and Recreation Department provide various community and recreational services and programs, including, but not limited to: classes, lessons, sports leagues, community programming, and special events, which are largely seasonal and subject to the availability of Departmental resources. The City Manager is authorized to approve fees for the foregoing community and recreational services; provided, that the fees are based on the costs associated with providing the services and programs and that the fees are consistent with the industry standards of similar facilities. The City Manager shall provide the City Council with an update of the approved fees annually or whenever there is a substantial fee increase or whenever an approved increase impacts a substantial number of residents.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2024.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item #:	
Fiscal Impact:	$57,429.00
Funding Source:	
Account #:	21-7640-40250-00000-0000
Budget Opening Required:	No

ISSUE:

Complete weatherization of central chiller and cooling system for Fitness Center.

SYNOPSIS:

West Valley City Family Fitness Center had a centralized chiller installed to be more energy efficient. When installed, it was determined that glycol could make the unit less energy efficient so it was not originally included.

BACKGROUND:

To protect the cooling system from freezing, the cooling system will be separated to isolate the outdoor elements and filled with glycol. By separating the outdoor system, lesser amounts of glycol will be needed, thus reducing the cost and maintenance. This project includes plumbing, pumps and glycol.

RECOMMENDATION:

City staff recommends approval of the proposed project to American Mechanical Systems Service. AMSS is on the Utah state contract for HVAC, is the contractor for the preventative maintenance at the Fitness Center, was the contractor for the original energy efficiency project and is trusted by the City.

SUBMITTED BY:

Candace Whitaker, Parks and Recreation Assistant Director/Family Fitness Center Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO AMERICAN MECHANICAL SYSTEMS SERVICE FOR REPAIRS TO THE FAMILY FITNESS CENTER.

WHEREAS, West Valley City requires certain repairs to the climate control system at the Family Fitness Center (the "Project"); and

WHEREAS, American Mechanical Systems Service (hereinafter, "Contractor") holds the state contract to provide said services; 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 award a contract to Contractor to perform the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $57,429.00.

2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, 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

PO Box 22570, Salt Lake City, UT 84122
(801) 428-0400

Aug 28, 2024

Chad George
West Valley City FFC
3600 Constitution Blvd, West Valley City, UT 84119

RE: 10819 - WVC FFC: Dual temp Heat Exchanger Project

Dear Chad George

American Mechanical Systems Service, LLC is pleased to provide the following “Scope of Work.”

Scope of Work:

Dual temp Heat Exchanger Project:

Engineering Scope:

Review the primary side of the existing hydronic system (boilers, chiller, pumps, heat exchangers) on-site
and document any portions that may impact implementation of the proposed changes.
Review sizing of the components involved in the proposed changes, such as the suitability of HX-2 for use
as a decoupler and the flow/head capacity of the existing pumps.
Consult on other changes that may be necessary as a result of decoupling the two existing loops, including
control strategies, valves, pipe size, glycol management, expansion tanks.
Note that this scope does not include comprehensive review of, or changes to the entire HVAC system. It is limited to the components related to HX-1 and HX-2 and their repurposed applications
described above. For example, small changes to control strategies for the valves and pumps associated with HX-1 and HX-2 are expected; however, changes to control strategies of the air handlers, fans, VAV boxes, evaporative cooling, pool circulator pumps, etc. are not expected or included in the scope of this proposal.
Provide basic piping and controls schematics to illustrate changes described above. Complete, stamped drawing sets are not requested or included in this proposal but can be added if
necessary.

Heat Exchanger retrofit and piping:

Per engineering, AMSS will retrofit the existing flat plate heat exchanger. Will remove and cap the generator loop piping feeding the hot side of the exchanger.
Will remove the building side pipe and fittings from the heat exchanger and cap.
Will plan on re-using existing pumps currently feeding the heat exchanger, if approved by engineer.
Based on engineering, AMSS will add the correct sized pipe and fittings to handle the required flow and pressure drop of the water on both sides of the exchanger. All piping will be supported and fit following good pipe practices throughout.
All new pipe and fittings will be leak checked.
AMSS will add a new glycol feeder on the North wall of boiler mechanical room, per WVC FFC.
Will add new feed pipe from glycol feeder to a new connection for the dual-temp system into existing dual-temp pipe.
Working with water treatment company, dual-temp loop will be drained and flushed. Once complete, the dual-temp loop will be charged with new glycol running at 30% solution. AMSS will bleed all air at high points as well as verifying glycol flow at the air-cooled chiller. Will verify proper loop pressure to ensure system is full on both the building and dual-temp loops.

Plant Controls:

Once project piping is complete and operational, AMSS will change the sequence of operation for the dual-temp loop. For cooling, the dual-temp fluid will bypass the newly retrofitted heat exchanger and run from the building to the air-cooled chiller. This chilled water will feed the existing air handlers with chilled water.
For heating, the air-cooled chiller will be bypassed, no flow. The retrofitted heat exchanger pumps will be cycled on both sides of the exchanger. We will utilize the building existing hot water heating loop to modulate flow though the heat exchanger to heat the dual-temp glycol solution flowing through the other side of the heat exchanger. This will allow the tempering of the solution up to a temperature needed to correctly utilize the existing air handlers to condition below the roofline. Specifically, AHU-3, which is the only source of heat for the basketball floor.
When in heating mode, AMSS will create and follow a "reset schedule" for the dual-temp loop set point. The reset will follow outside air temperature, the colder the ambient the hotter the loop set point will be. Conversely, the warmer the ambient the cooler the loop set point. This will also allow for quicker changeover to mechanical cooling during the shoulder months protecting the air-cooled chiller for excessively hot water temperatures.
AMSS will verify all pumps, valves, and actuators are functioning correctly. Will check all loop water temperatures are reading, as well as new sequence of operation is functioning as intended.
Once commissioned, AMSS will add all pertinent control points into the existing front-end controller. Graphics will be modified to reflect the new dual temp control and function.
Owner training, AMSS will provide a max of 2-hours for owner training for the new sequence. Will cover the set points and expectations of the new sequence making sure building personnel has an understanding of the dual-temp loop operation.

Exclusions:

Review of “airside” system design and function.
Pool equipment review or design work.
Generator design or modification.
Stamped Construction documents (drawings, specifications)
Electrical Engineering services
Structural Engineering services
Cost estimating
Energy Modeling
Existing heat exchanger. Will reuse.
Existing heat exchanger pumps: Will reuse.
Electrical: Done by West Valley City

Existing building: I.e., chiller, pumps, air handlers, coils, fans, and blowers will remain.
Existing building pipe and fittings (building HW and dual temp): Will remain.
Existing JCI FX controls: Will be reused.
After hours work: All work proposed is during normal business hours, Monday through Friday 8 am to 5 pm. If after hours work is required, AMSS will provide a separate written proposal reflecting our after-hours rate.

State Contract:

All work proposed is a “Not to exceed” price. Following the State Contract requirements for MA2606, AMSS will only bill for the services provided including labor and materials. All invoicing will be provided to the State for audit purposes

Proposal Price: $57,429.00

All pricing is good until Sep 27, 2024, unless otherwise noted.

Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact me Abel.Nagy@ams-ut.com. This price is subject to change without notice after 30 days ***or*** if equipment or material prices increase.

Abel Nagy

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:

This resolution will update the Personnel Policies and Procedures manual to reflect proposed changes to our staffing practices and employee leave policies, parts 2 and 10 respectively.

BACKGROUND:

The Human Resources Office recently conducted market research on these topics and collaborated with our City's Administration to propose policy updates that promote best practices and align with industry standards.

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:

Kori Durfee, Compensation Manager
Paula Melgar, Human Resources Director

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 paid leave; 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

V. Re-Employment

In order to be considered for re-employment to a benefited position a previous employee must apply within the policies outlined in this handbook. A rehired employee does not retain any claim to position, title, rank, service, benefits, or ~~grade~~wages previously held ~~on the salary scale~~ prior to termination or resignation, unless as part of the job offer. It is at the City's sole discretion to rehire a person previously employed by the City.

VI. Termination of Employment

A. In order to terminate in good standing, the following terms and conditions apply:

1. ~~e~~Employees who are voluntarily terminating their employment should give the City two weeks advance, written notice. The City may choose to terminate the employee prior to the end of the two week notice depending upon the best interests of the City.

~~1.~~**2.** Employees must complete an exit interview. Human Resources will then complete a personnel action form and place the documentation in the employee's personnel file.

~~Whenever possible prior to termination, the Human Resource Office completes an "exit interview" and personnel action form and places the documents in the employee's personnel file.~~

B. Employees not terminated for cause receive compensation for accrued eligible compensatory time, ~~PTO,~~ holiday, and ~~overtime~~ banked sick leave. In addition, PTO will be paid out at a percentage of the total PTO hours according to the PTO Cash In Schedules 10-1 and 10-2, in Part 10, up to 320 hours (448 Fire Department 24-hour employees).

~~2.~~**1.** Any PTO hours over 320 hours (448 Fire Department 24-hour employees) will be forfeited.

~~3.~~**2.** In the event an employee has been allowed to use holiday hours, prior to the holiday, all hours must be paid back to the City.

~~B.~~**C.** Employees terminated for cause do not receive compensation for accrued PTO.

~~C.~~**D.** Employees terminated for cause will receive:

1. A written statement citing the reason for dismissal;
2. The effective date of the dismissal; and
3. A statement of the status of fringe and retirement benefits after dismissal.

Amended XX/XX/XX EO XX-XXX

Part 10 Employee Leaves

V. Paid Time Off – *Effective June 21, 2025*

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 PTO at the rates indicated below:

0-4 years of service	~~4~~7.5 hours per pay period
5-9 years of service	~~5~~8.5 hours per pay period
10-14 years of service	~~6~~9.5 hours per pay period
15-19 years of service	~~7~~10.5 hours per pay period
20+ years of service	~~8~~11.5 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~~full-time accrual
30-39 hours per week	75% of ~~full time~~full-time accrual

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

0-4 years of service	~~6~~11 hours per pay period
5-9 years of service	~~7.5~~12.5 hours per pay period
10-14 years of service	~~9~~14 hours per pay period
15-19 years of service	~~10.5~~15.5 hours per pay period
20+ years of service	~~12~~17 hours per pay period

~~5. Full-time benefited employees, excluding probationary employees, receive an additional 80 hours of paid time off at the end 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.~~

B. Using PTO

West Valley City has a system of paid time off which can be used for any ~~purpose~~personal leave according to the general principles below.

C. General principles of scheduled absences:

1. PTO must be scheduled in advance for time off.
2. PTO is subject to supervisory approval, departmental staffing needs, and established departmental procedures.

D. General principles of an unscheduled absences:

1. Unscheduled absences will be monitored for patterns of abuse.
2. If an employee is ill they must report the absence at least one hour prior to the beginning of their shift regardless of the duration of the illness. As per City policy and to determine eligibility for other city benefits, Human Resources may require a physician statement.
3. An employee who is absent because of an illness for three consecutive days is required to present a physician statement to Human Resources when he or she returns to work.
4. If an employee is denied the use of PTO and then calls in sick, Human Resources requires a physician statement in order for the employee to return to work.
5. An absent without just cause may result in discipline up to and including termination of employment.
6. When unable to report to work due to something unexpected an employee must contact his or her supervisor as soon as possible. This is necessary to determine if the employee qualifies for other benefits. The employee must include in their report when he or she expects to return to work.
7. An employee's failure to report to his or her supervisor or provide an acceptable explanation, or doctor's excuse if necessary, may be disciplined up to and including termination of employment.

E. Maximum PTO Accruals

1. An employee may carry over up to 320 hours of paid time off (~~415~~448 Fire Department ~~-~~24~~-~~hour employee). Any hours over 320 hours (~~415~~448 Fire Department 24-hour employees) will be forfeited at the end of ~~pay period 23 of each year~~the last pay period of the fiscal year.

F. PTO Cash In

1. The City offers a PTO Cash In program for eligible employees, available from the first Monday in November through the last Thursday in December. The program operates on a first-come, first-served basis and is subject to available funds within the City's approved budget.~~PTO Cash In per Fiscal Year Upon City's Approved Budget~~

2. A full-~~-~~time or part-~~-~~time benefited employee may cash in PTO hours equivalent to one of the employee's pay periods. PTO will be paid out at a percentage of the total PTO hours according to schedules 10-1 and 10-2 below.

3. Employees must cash in at least 20 hours (28 for Fire Department 24-hour employees).

4. In order to cash in paid time off the employee must maintain a ~~minimum accrual~~ PTO balance of at least one of the employee's pay periods. ~~worth of leave.~~

5. Employees who are on probation or involved in any current or pending disciplinary action may not participate in the PTO cash in without the City Managers approval.

6. PTO hours will not be automatically cashed in and will be forfeited at the end of the fiscal year.

PTO CASH IN SCHEDULE

Schedule 10-1

Years of Service	% Payout
Less than a year	0%
1 – 4	65%
5 – 9	75%
10 +	80%

FIRE DEPARTMENT (24-HOUR EMPLOYEES) PTO CASH IN SCHEDULE

Schedule 10-2

Years of Service	% Payout
Less than a year	0%
1 – 4	65%
5 – 9	75%
10 +	80%

VI. Banked Sick Leave

A. Introduction:

Banked sick leave is a discretionary benefit, to be used by the employee for any purpose.

B. Payout:

1. An employee who terminates his/her employment for any reason may receive his/her banked sick leave accrual at the time of retirement or termination, based on his/her hourly rate frozen on April 1, 2006.

2. An employee may request through the Human Resource Office his/her banked sick leave to be paid in three annual installments prior to the retirement date. The employee must retire at the end of the three year period but may retire anytime within the three year period. If the employee chooses to retire within the three year period all remaining accrued leave will be paid upon the employee's last day worked. The request is irrevocable.

C. An employee that has put in a notice to retire may use banked sick leave to fund the health insurance premiums after retirement.

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

2. Martin Luther King Day

3. Presidents Day

4. Memorial Day

5. Juneteenth

6. Independence Day

7. Pioneer Day

8. Labor Day

9. Indigenous Peoples' Day

~~**9.**~~**10.** Veterans' Day

~~10.~~11. Thanksgiving Day

12. Christmas Eve

~~11.~~13. Christmas Day

B. Each employee is fronted a total of ~~110~~130 hours of holiday at the beginning of ~~pay period 23 of each year~~ the first pay period of the fiscal year. Employees may not use their holiday hours until after the holiday occurs, unless pre-approved by their Department Head.

1. Part-time benefited employees receive holiday hours in proportion to hours worked.

2. Fire Department 24-hour employees are entitled to ~~132~~156 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.

C. Holiday hours will be considered hours worked for the purpose of overtime as long as the hours are taken on the day the holiday occurs, or on the day the City designates as the holiday.

D. Upon approval from a supervisor, employees, who are scheduled to work on a holiday, may be eligible for overtime at a rate of double time and a half taking holiday hours in addition to working over 40 hours.

E. Benefited employees are not entitled to holidays with pay, unless compensated for their scheduled shift the day before and after the holiday**.**

F. Holiday hours will not be approved for the employee's last day of work or if the employee is scheduled to work and is absent without excuse.

G. Holiday hours are forfeited if not used by the end of ~~pay period 22~~ the last pay period of the fiscal year.

H. In the event any of the above holidays fall on a Sunday, the following Monday is considered the official holiday. In the event any of the above holidays fall on a Friday or Saturday, it will be considered a floating holiday and may be scheduled with the supervisor to be taken at a future date.

Amended XX/XX/XX EO XX-XXX; Amended 08/27/2024 EO 24-157; Amended 05/11/22 EO 22-153

Item #:	
Fiscal Impact:	$63,675
Funding Source:	Divisions 4110 & 4131
Account #:	10-4110-40310 & 10-4131-40310
Budget Opening Required:	No

ISSUE:

A resolution authorizing the City to enter into an agreement with Pontifex Consulting Group to conduct a citywide compensation study and analysis.

SYNOPISIS:

This study will evaluate and update the City's pay structure through job classification, market analysis, and equity assessment, providing recommendations to align compensation practices with industry standards. Pontifex Consulting Group will take the time to understand our City's culture, needs, and objectives, ensuring that the project supports our goal of attracting and retaining skilled employees.

BACKGROUND:

West Valley City recently modified its pay structure, moving civilian employees to a pay range system while keeping sworn public safety employees on a step scale. To ensure a competitive and equitable pay structure moving forward, the City issued a Request for Proposals (RFP) for a comprehensive compensation study and analysis. The RFP generated responses from 15 qualified consulting firms, each offering expertise in public sector compensation analysis. After evaluating the proposals, Pontifex Consulting Group was identified as the firm best suited to meet the City's needs for this project. Their work will evaluate current classifications, benchmark against other municipalities, and address internal equity to recommend a fair and effective compensation system that supports recruitment, retention, and employee satisfaction.

RECOMMENDATION:

Approve the resolution and enter into an agreement with Pontifex Consulting Group.

SUBMITTED BY:

Kori Durfee, Compensation Manager
Paula Melgar, Human Resources Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PONTIFEX CONSULTING GROUP, LLC.

WHEREAS, the City requires a compensation study and related services; and

WHEREAS, the City solicited proposals from qualified consultants to perform said work; and

WHEREAS, Pontifex Consulting Group, LLC ("Contractor") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and Contractor setting forth the terms on which said services shall be rendered; 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 authorize the execution of said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that Agreement is hereby approved, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of said Agreement 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

PROFESSIONAL SERVICES AGREEMENT
COMPENSATION STUDY

THIS AGREEMENT is made this _____ day of _____, 2024, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Pontifex Consulting Group, LLC (hereinafter, "Contractor"), a Minnesota limited liability company, 1841 113th Avenue NE, Blaine, Minnesota. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires a study to evaluate appropriate compensation for City employees (the "Work"); and

WHEREAS, Contractor is willing and able to provide said Work; and

WHEREAS, the City has selected Contractor to perform said Work.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** Contractor shall provide a study to evaluate compensation for City employees.

2. **Contractor's Services.** Contractor shall provide the compensation study as described in the Scope of Work attached hereto and incorporated herein as Exhibit "A." Contractor shall also meet all requirements set forth in the Request for Proposals.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

   A. **Compensation.** The City shall pay the Contractor an amount not to exceed $63,675.00. This amount shall be due and payable within 30 days of receipt of an invoice following the performance of the Work.

6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. **Completion Date and Term.** The Work shall be completed on the timeline set forth in Exhibit A. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY:	West Valley City Attn: City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
With a copy to:	West Valley City Attn: City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119
If to Contractor:	Pontifex Consulting Group, LLC 1841 113th Avenue NE Blaine, MN 55449

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result

of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

    A. **Professional Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $3,000,000, annual aggregate: $3,000,000.

    B. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

    C. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the

same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

D. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special

or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

26. Captions and Headings. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow)

WEST VALLEY CITY

_____

Mayor

_____

City Manager

ATTEST:

_____

City Recorder

CONTRACTOR

_____

By:
Its: PRESIDENT

State of Minnesota.)
:ss
County of Anoka.)

On this 31 day of October, 20 24., personally appeared before me Peter D. Ronza *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President. *[title]*, of Pontifex Consulting Group, LLC and that this *Professional Services Agreement* was signed by him/her on behalf of said entity by authority of its members or Articles of Organization, and he/she acknowledged to me that said entity executed the same.

_____

Notary Public

AMANDA A BYAM
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/28

EXHIBIT A

SCOPE OF WORK

Consultant shall provide the following services:

I. Project Initiation

A. Consultant shall meet with Human Resources, management, and employees as appropriate to understand the City's desired approach to compensation.
B. Consultant shall work with the City to define appropriate comparable labor markets.
C. Consultant shall review existing job descriptions, organizational charts, compensation schedules, and other relevant job classification material.

II. Classification Analysis

A. Consultant shall recommend new and/or revised job classifications and descriptions. Consultant shall provide the City sufficient opportunity to review and comment on recommendations and shall revise Consultant's recommendations as appropriate.
B. Consultant's job classifications and descriptions shall meet all requirements of state and federal law, including but not limited to appropriate FLSA exempt employee classification.
C. Consultant's recommendations shall ensure consistent treatment within departments and across the organization.

III. Compensation Analysis

A. Consultant and the City shall define appropriate comparable labor market competitors. Consultant shall obtain appropriate market data concerning compensation provided by said competitors.
B. Consultant shall provide an analysis of best practices within the labor market as appropriate to the City's position.
C. Consultant shall evaluate whether the City's compensation levels are leading, lagging, or matching the compensation provided by competitors when considering the City's compensation philosophy.
D. Consultant shall provide a recommended salary structure that reflects the market and is internally consistent. Consultant shall also provide models to show the fiscal impact of various compensation scenarios.
E. Consultant shall provide assistance to guide staff in implementing and managing the proposed compensation structure.
F. Consultant shall provide the City appropriate opportunity to comment on recommendations and revise Consultant's recommendations as appropriate.

IV. Final Report

A. Consultant's final report shall include the following:
   a. Detailed summary of the job analysis process
   b. New and/or revised job descriptions
   c. Job evaluation recommendations
   d. Results of the comparative compensation analysis
   e. Recommendations for base compensation structure for all jobs that will align with the City's compensation philosophy
   f. FLSA analysis and audit sheets for all jobs passing the exemption tests
   g. Recommendations on transition from current system to a new system
   h. Recommendations on process updates
   i. Policies and procedures for system administration practices
   j. Recommendations on implementation options
   k. Financial impact analysis on the implementation of recommendations
   l. Training for staff to enable the implementation of the new system

B. Consultant shall be available to present the findings and recommendations to the City Council and staff as requested by the City.

C. Consultant shall provide training to City staff and Consultant's product shall be usable with existing software

V. Ongoing Support. Consultant shall answer questions and provide implementation assistance at no additional cost for twelve months following the completion of the study to ensure appropriate implementation.

VI. Timeline. All work described herein shall be completed within twelve weeks of execution of this Agreement.

WEST VALLEY CITY COMPENSATION STUDY

BACKGROUND

At the beginning of the fiscal year, West Valley City updated its pay structure, introducing a new pay range system for Public Employees, while maintaining a step-based pay scale for our Sworn Public Safety Employees.

To support our move to a market-based pay philosophy, we were tasked with bringing in an external agency to conduct a citywide compensation study.

COMPENSATION STUDY RFP

In September we sought bids from qualified consulting firms knowledgeable in public sector compensation structures.

- 15 proposals received
- Estimated costs ranged between $51,000 - $840,000
- Project timeframes ranged between 3 months – 12+ months
- Evaluation criteria included:
  - Experience and qualifications of the firm & project team
  - Proposed approach and methodology
  - Estimated cost and timeframe
  - References

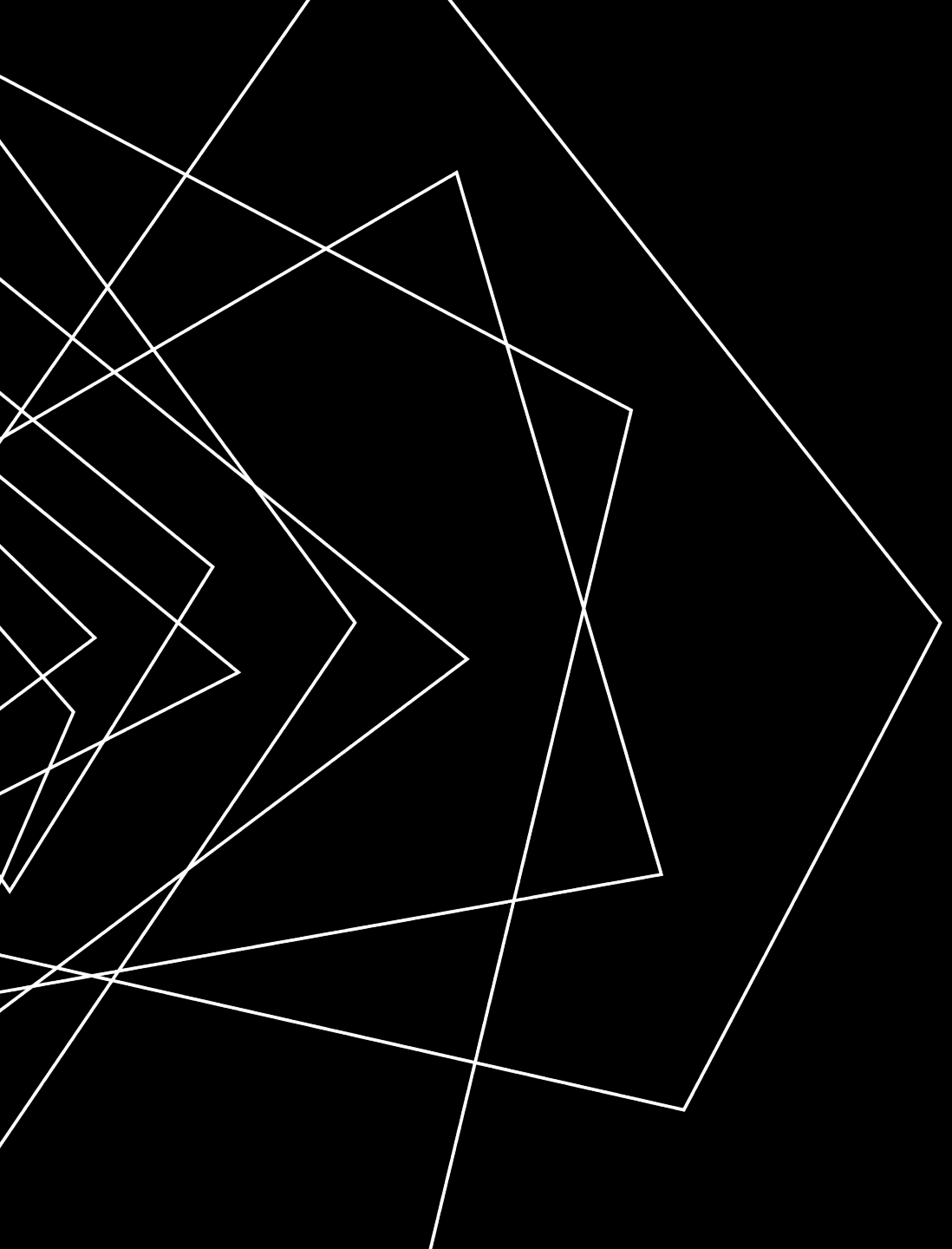
TOP CONSIDERATIONS

Responder	Cost Proposal	Timeframe Proposal	Post Project Support
AutoSolve	$73,875	16 Weeks	6 Months
Charvat Consulting	$51,000	27 Weeks	N/A
Evergreen Solutions	$72,500	18 Weeks	N/A
Pontifex Consulting Group	$63,675	12 Weeks	12 Months

PONTIFEX CONSULTING GROUP

Client-focused philosophy of highly personal service with integrity, confidentiality, dedication, efficiency, fairness to all parties, and professionalism.

- Firm has 18 years of experience
- Focus on compensation, benefits, and HR consulting for public sector organizations
- A team of 4 professionals with 25-40 years of experience, advanced degrees, and HR and compensation-related certifications
- Onsite meetings
- Comp 101 information sessions for staff
- Senior consultants directly involved from start to finish
- Total cost not to exceed $63,675
- 12-week project timeline
- 12 months of post project support



QUESTIONS?

THANK YOU

Kori Durfee
Compensation Manager

Paula Melgar
Human Resources
Director

Item:
Fiscal Impact: $3,000,554.05
Funding Source: Office Supplies
Account #: 10-6511-40240-00000-0000

Budget Opening Required:

ISSUE:
West Valley City contracted with Axon in 2014 to provide body worn cameras and conducted energy devices (Tasers) to the police department. A five-year renewal agreement is needed to update equipment and continue services. A need for AI generated reporting has also been identified and is included in the five-year renewal agreement.

SYNOPSIS:
The West Valley City Police Department has equipped its police officers with body-worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency. In 2014, West Valley City selected Axon Enterprise, Inc. to fulfill these needs. The Department now wants to renew this contract and add a legally compliant AI system called "Draft One" to the agreement. This renewal will allow the Department to continue to meet our existing needs for cameras and other services provided by Axon. The annual cost of the contract is $600,110.81.

BACKGROUND:
Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Body-worn cameras can increase transparency and accountability by preserving an exact record of interactions occurring between the police and public.

Axon has a goal to eliminate the need for deadly force by continued advancements in their Taser platform. The new Taser 10 platform provides accurate targeting from further distance, increasing the safety of the operator and the overall safety of all involved.

AI report writing software (Draft One) creates a report from the audio transcription of the body worn camera. Draft One creates a report that is accurate, complete, professional, and grammatically correct while saving the officer time regurgitating what has already happened.

RECOMMENDATION:
It is recommended that the Council approve this purchase.

SUBMITTED:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC.

WHEREAS, West Valley City wishes to purchase body-worn cameras, tasers, and related equipment and services for use by the Police Department; and

WHEREAS, Axon Enterprise, Inc. is able to provide said equipment and services that are compatible with existing hardware and practices; and

WHEREAS, the price awarded to Axon is within price parameters and meets the City's needs; and

WHEREAS, a Master Services and Purchasing Agreement has been prepared by and between Axon and the City to establish the terms on which said equipment and services shall be provided; 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 purchase said equipment and execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to enter into the Agreement with Axon and that the Mayor and 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

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change

order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    In addition, the Customer may terminate this Agreement, in whole or in part, if the Customer is restricted by law from using the Axon Devices or Services purchased under this Agreement.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON: **CUSTOMER**:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is

considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope**. Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Axon Training Pod

1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties**. **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-601470-45583.122TR

Issued: 10/17/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 01/15/2025

Account Number: 209136

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
West Valley City Police Dept. - UT 5315 W 3100 S West Valley City, UT 84120-1426 USA	West Valley City Police Dept. - UT 5315 W 3100 S West Valley City UT 84120-1426 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	JERRY BRADY Phone: (801) 955-4141 Email: jerry.brady@wvc-ut.gov Fax: (801) 955-4101

Quote Summary

Program Length	60 Months
TOTAL COST	$3,000,554.05
ESTIMATED TOTAL W/ TAX	$3,000,554.05

Discount Summary

Average Savings Per Year	$174,226.77
TOTAL SAVINGS	$871,133.85

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	$600,110.81	$0.00	$600,110.81
Dec 2025	$600,110.81	$0.00	$600,110.81
Dec 2026	$600,110.81	$0.00	$600,110.81
Dec 2027	$600,110.81	$0.00	$600,110.81
Dec 2028	$600,110.81	$0.00	$600,110.81
Total	**$3,000,554.05**	**$0.00**	**$3,000,554.05**

Quote Unbundled Price:	**$3,871,687.90**
Quote List Price:	**$3,529,543.90**
Quote Subtotal:	**$3,000,554.05**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	165	60	$94.07	$81.24	$81.24	$804,276.00	$0.00	$804,276.00
BWCUwTAP	BWC Unlimited with TAP	165	60	$121.39	$99.66	$96.51	$955,449.00	$0.00	$955,449.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	165			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	21			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	60		$10.85	$10.85	$107,415.00	$0.00	$107,415.00
73618	AXON COMMUNITY REQUEST	165	60		$10.85	$10.85	$107,415.00	$0.00	$107,415.00
73680	AXON RESPOND PLUS - LICENSE	165	60		$21.48	$15.04	$148,856.40	$0.00	$148,856.40
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	60		$22.57	$15.04	$148,858.05	$0.00	$148,858.05
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	60		$70.52	$52.54	$520,119.60	$0.00	$520,119.60
BasicLicense	Basic License Bundle	90	60		$16.27	$16.25	$87,750.00	$0.00	$87,750.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
85144	AXON BODY - PSO - STARTER	1			$13,000.00	$13,000.00	$13,000.00	$0.00	$13,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	60		$10.85	$10.85	$107,415.00	$0.00	$107,415.00
Total							**$3,000,554.05**	**$0.00**	**$3,000,554.05**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	165	1	12/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	12/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	182	1	12/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	182	1	12/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	21	1	12/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	21	1	12/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	21	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	165	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	5	1	12/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	165	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	3300	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	990	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	165	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	29	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	165	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	12/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	1	12/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	1	12/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	490	1	12/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	1	12/15/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	170	1	06/15/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	21	1	06/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	1	12/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	1	12/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	490	1	12/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	1	12/15/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	170	1	12/15/2029
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	21	1	12/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	01/15/2025	01/14/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	90	01/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	165	01/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	165	01/15/2025	01/14/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	165	01/15/2025	01/14/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	165	01/15/2025	01/14/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	01/15/2025	01/14/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	01/15/2025	01/14/2030
A la Carte	73618	AXON COMMUNITY REQUEST	165	01/15/2025	01/14/2030
A la Carte	73680	AXON RESPOND PLUS - LICENSE	165	01/15/2025	01/14/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	01/15/2025	01/14/2030

Services

Bundle	Item	Description	QTY

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	165
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	165	12/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	12/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	165	12/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	29	12/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	12/15/2025	01/14/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/15/2025	01/14/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	5	12/15/2025	01/14/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	165	12/15/2025	01/14/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	21	12/15/2025	01/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5315 W 3100 S	West Valley City	UT	84120-1426	USA
1	5315 W 3100 S	West Valley City	UT	84120-1426	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	$104,023.94	$0.00	$104,023.94
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	$21,483.00	$0.00	$21,483.00
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	$21,483.00	$0.00	$21,483.00
Annual Payment 1	73618	AXON COMMUNITY REQUEST	165	$21,483.00	$0.00	$21,483.00
Annual Payment 1	73680	AXON RESPOND PLUS - LICENSE	165	$29,771.28	$0.00	$29,771.28
Annual Payment 1	85144	AXON BODY - PSO - STARTER	1	$2,600.00	$0.00	$2,600.00
Annual Payment 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	$29,771.61	$0.00	$29,771.61
Annual Payment 1	BasicLicense	Basic License Bundle	90	$17,550.00	$0.00	$17,550.00
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	165	$191,089.80	$0.00	$191,089.80
Annual Payment 1	C00010	BUNDLE - TASER 10 CERTIFICATION	165	$160,855.18	$0.00	$160,855.18
Annual Payment 1	H00001	AB4 Camera Bundle	165	$0.00	$0.00	$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	21	$0.00	$0.00	$0.00
Total				**$600,110.81**	**$0.00**	**$600,110.81**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	$104,023.94	$0.00	$104,023.94
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	$21,483.00	$0.00	$21,483.00
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	$21,483.00	$0.00	$21,483.00
Annual Payment 2	73618	AXON COMMUNITY REQUEST	165	$21,483.00	$0.00	$21,483.00
Annual Payment 2	73680	AXON RESPOND PLUS - LICENSE	165	$29,771.28	$0.00	$29,771.28
Annual Payment 2	85144	AXON BODY - PSO - STARTER	1	$2,600.00	$0.00	$2,600.00
Annual Payment 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	$29,771.61	$0.00	$29,771.61
Annual Payment 2	BasicLicense	Basic License Bundle	90	$17,550.00	$0.00	$17,550.00
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	165	$191,089.80	$0.00	$191,089.80
Annual Payment 2	C00010	BUNDLE - TASER 10 CERTIFICATION	165	$160,855.18	$0.00	$160,855.18
Annual Payment 2	H00001	AB4 Camera Bundle	165	$0.00	$0.00	$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	21	$0.00	$0.00	$0.00
Total				**$600,110.81**	**$0.00**	**$600,110.81**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	$104,023.94	$0.00	$104,023.94
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	$21,483.00	$0.00	$21,483.00
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	$21,483.00	$0.00	$21,483.00

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73618	AXON COMMUNITY REQUEST	165	$21,483.00	$0.00	$21,483.00
Annual Payment 3	73680	AXON RESPOND PLUS - LICENSE	165	$29,771.28	$0.00	$29,771.28
Annual Payment 3	85144	AXON BODY - PSO - STARTER	1	$2,600.00	$0.00	$2,600.00
Annual Payment 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	$29,771.61	$0.00	$29,771.61
Annual Payment 3	BasicLicense	Basic License Bundle	90	$17,550.00	$0.00	$17,550.00
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	165	$191,089.80	$0.00	$191,089.80
Annual Payment 3	C00010	BUNDLE - TASER 10 CERTIFICATION	165	$160,855.18	$0.00	$160,855.18
Annual Payment 3	H00001	AB4 Camera Bundle	165	$0.00	$0.00	$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	21	$0.00	$0.00	$0.00
Total				**$600,110.81**	**$0.00**	**$600,110.81**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	$104,023.94	$0.00	$104,023.94
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	$21,483.00	$0.00	$21,483.00
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	$21,483.00	$0.00	$21,483.00
Annual Payment 4	73618	AXON COMMUNITY REQUEST	165	$21,483.00	$0.00	$21,483.00
Annual Payment 4	73680	AXON RESPOND PLUS - LICENSE	165	$29,771.28	$0.00	$29,771.28
Annual Payment 4	85144	AXON BODY - PSO - STARTER	1	$2,600.00	$0.00	$2,600.00
Annual Payment 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	$29,771.61	$0.00	$29,771.61
Annual Payment 4	BasicLicense	Basic License Bundle	90	$17,550.00	$0.00	$17,550.00
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	165	$191,089.80	$0.00	$191,089.80
Annual Payment 4	C00010	BUNDLE - TASER 10 CERTIFICATION	165	$160,855.18	$0.00	$160,855.18
Annual Payment 4	H00001	AB4 Camera Bundle	165	$0.00	$0.00	$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	21	$0.00	$0.00	$0.00
Total				**$600,110.81**	**$0.00**	**$600,110.81**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	165	$104,023.94	$0.00	$104,023.94
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	165	$21,483.00	$0.00	$21,483.00
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	165	$21,483.00	$0.00	$21,483.00
Annual Payment 5	73618	AXON COMMUNITY REQUEST	165	$21,483.00	$0.00	$21,483.00
Annual Payment 5	73680	AXON RESPOND PLUS - LICENSE	165	$29,771.28	$0.00	$29,771.28
Annual Payment 5	85144	AXON BODY - PSO - STARTER	1	$2,600.00	$0.00	$2,600.00
Annual Payment 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	165	$29,771.61	$0.00	$29,771.61
Annual Payment 5	BasicLicense	Basic License Bundle	90	$17,550.00	$0.00	$17,550.00
Annual Payment 5	BWCUwTAP	BWC Unlimited with TAP	165	$191,089.80	$0.00	$191,089.80
Annual Payment 5	C00010	BUNDLE - TASER 10 CERTIFICATION	165	$160,855.18	$0.00	$160,855.18
Annual Payment 5	H00001	AB4 Camera Bundle	165	$0.00	$0.00	$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	21	$0.00	$0.00	$0.00
Total				**$600,110.81**	**$0.00**	**$600,110.81**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is a renewal of contract #00064408 (originated via Q-312484).

BWC HW contained in this quote at $0 is considered a TAP refresh of contract #00064408. All TAP obligations of contract #00064408 will be considered fulfilled upon execution of this quote.

Signature	Date Signed
	10/17/2024



West Valley City Utah Police Department

AXON

Brian Moutinho
Key Account Leader

Tommy Richardson
TASER

NOVEMBER 12, 2024

Mission: To "Protect Life" and make the bullet obsolete, creating safer communities for all.

Vision: Innovate public safety technology, enhancing transparency, accountability, and effectiveness.

Agenda

- Who is Axon
- Background
- Public Safety Solution
- Innovative Software
- Fiscal Impact
- Goal for Partnership with Axon: Strengthening Public Safety through Community, Accountability, and Transparency
- Questions and Open Discussion

Background

- Current 5-year BWC and TASER contract was executed on 12/19/19
- Included BWC and supporting software, TASER 7 program
- 2024 evaluation of new software and TASER solutions resulted the PD's request to transition to TASER 10, as well as add key software solutions including Unlimited Auto-Transcribe, Respond+, and DraftOne.

Axon Enterprise: Comprehensive Public Safety Solution

Axon Enterprise, a sole source provider, offers a bundle that includes:

- **Body-Worn Cameras (BWCs):** State-of-the-art devices with supporting software that ensure transparency and accountability in every interaction.

- **Electronic Control Devices (TASERs):** Next-generation non-lethal options that prioritize safety for both officers and the community.
  - TASER 10

Innovative Software Suite

- **Auto-Transcribe**: Converts audio to text with precision, streamlining report creation.
- **Respond Plus**: Enhances real-time coordination during critical incidents with location-based insights and communication tools.
- **Redaction Assistant**: Automates video redaction, protecting privacy while maintaining transparency.
- **Community Request**: Enables direct community engagement, allowing the public to submit evidence securely.
- **Evidence Management**: Cloud-based system that ensures secure, easy access to critical data.
- **Draft One**: Provides automated reporting assistance to help officers create accurate reports efficiently.

**Axon ensures our department stays ahead of the curve with automatic hardware upgrades throughout the contract, guaranteeing that we always have the most advanced tools at our disposal.

AXON

AXON BODY 4

CAPTURE EVERY MOMENT



CORE CAPABILITIES

RUGGED DURABILITY

FULL SHIFT BATTERY

EASE OF USE



CORE CAPABILITIES

- IN-FIELD CHARGING
- END-TO-END SECURITY
- IMPROVED VIDEO CAPABILITY
- MULTI-MIC AUDIO

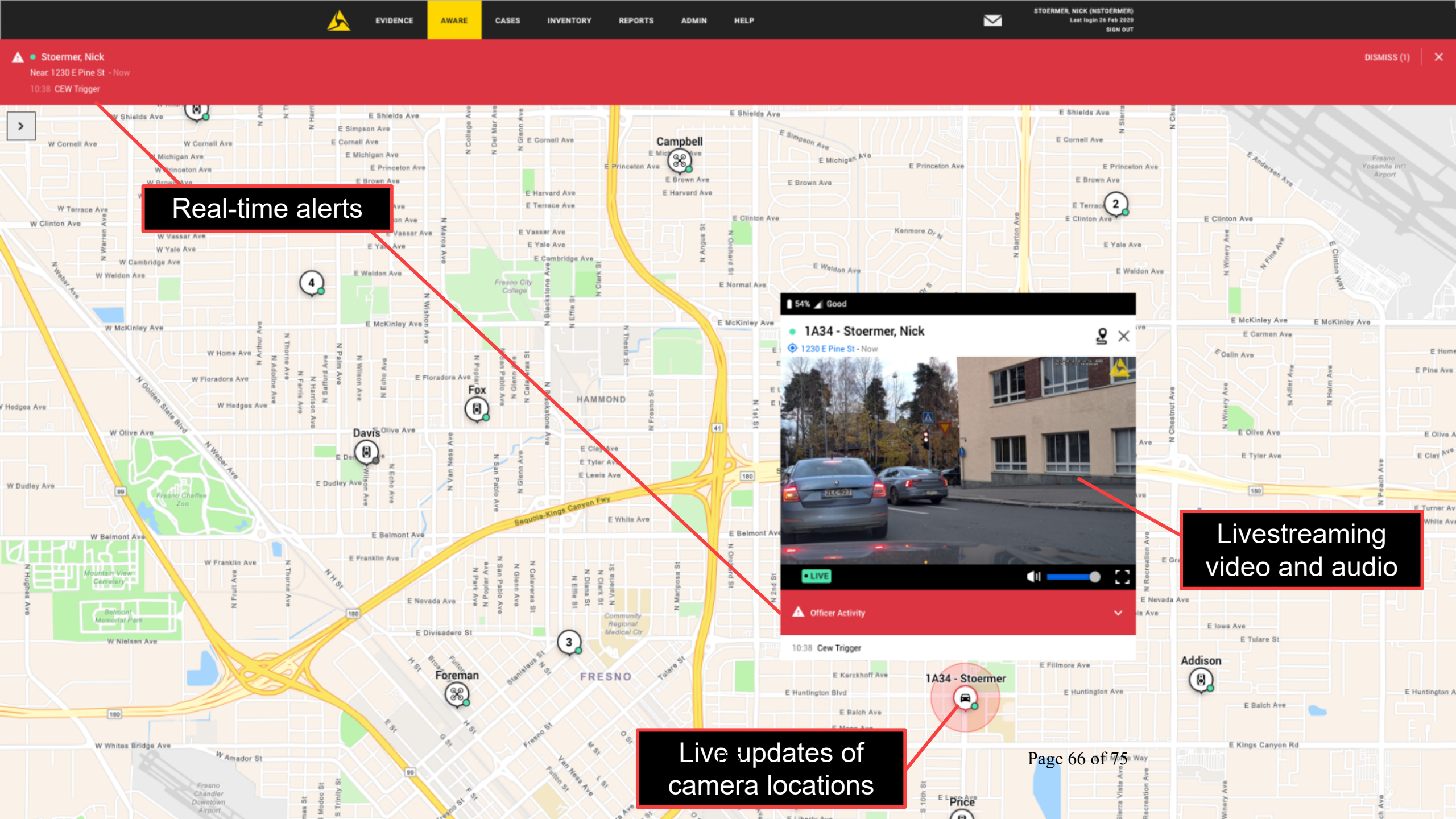


AXON RESPOND

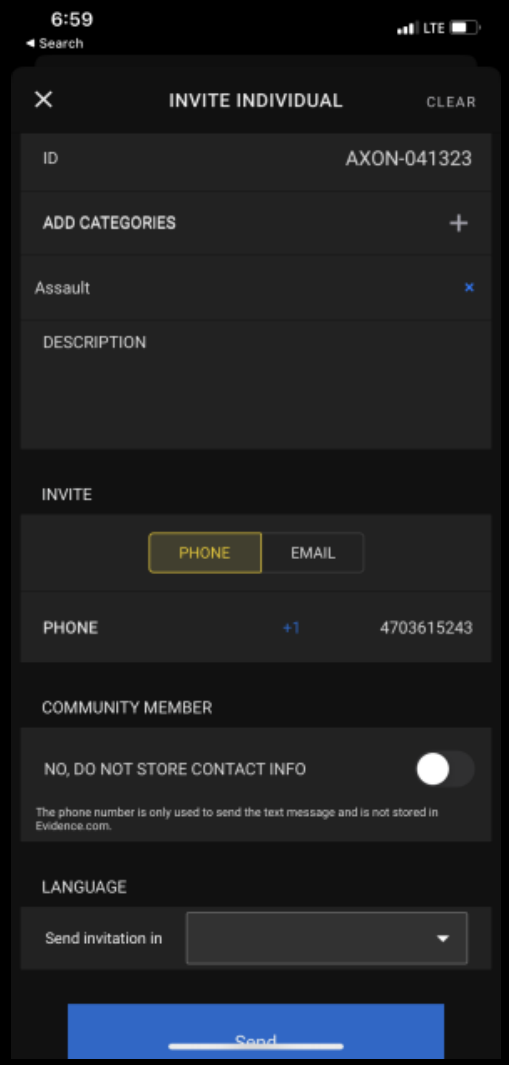
For Maximum Officer **SAFETY**

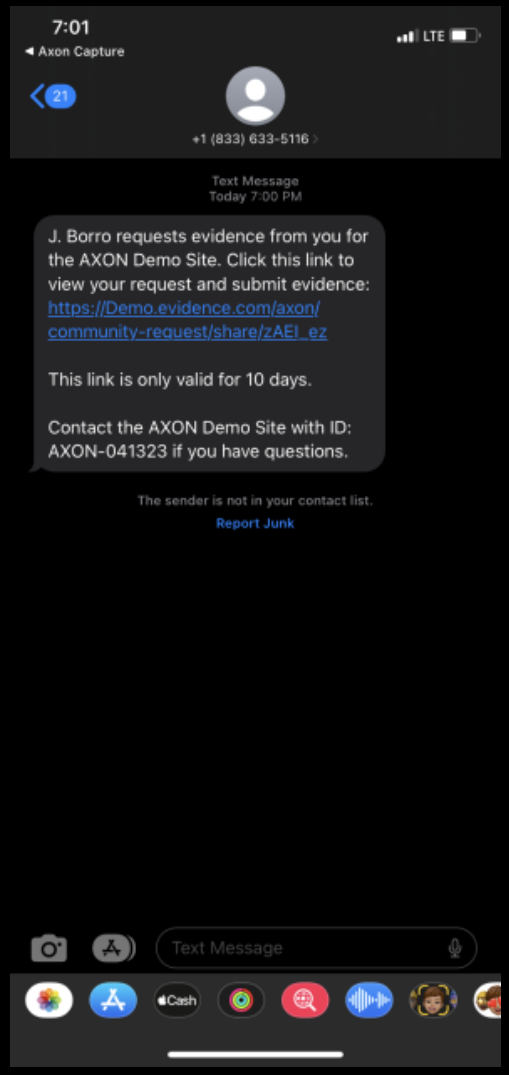


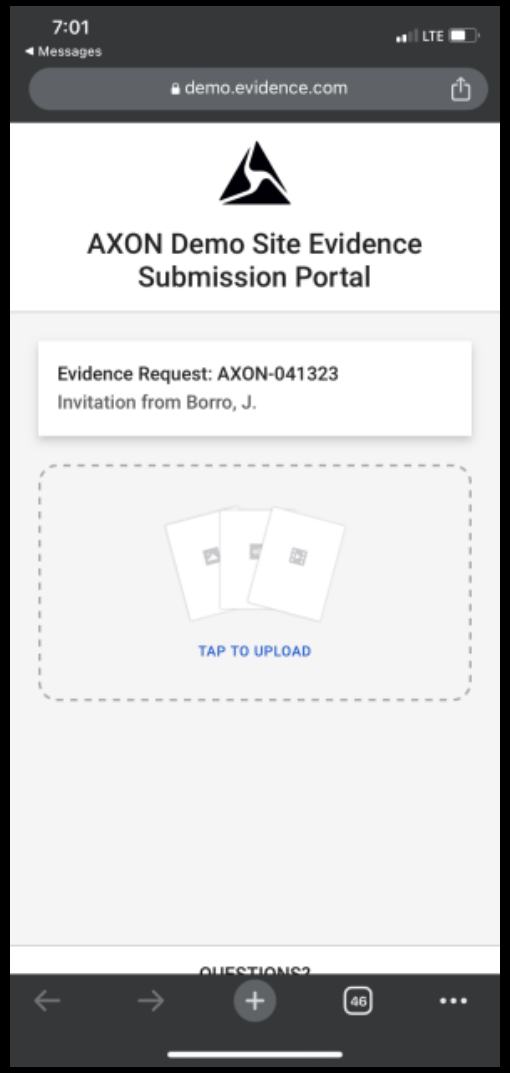
- Send help when it’s needed
- Maintain visibility of developing situations
- Quickly access and share information

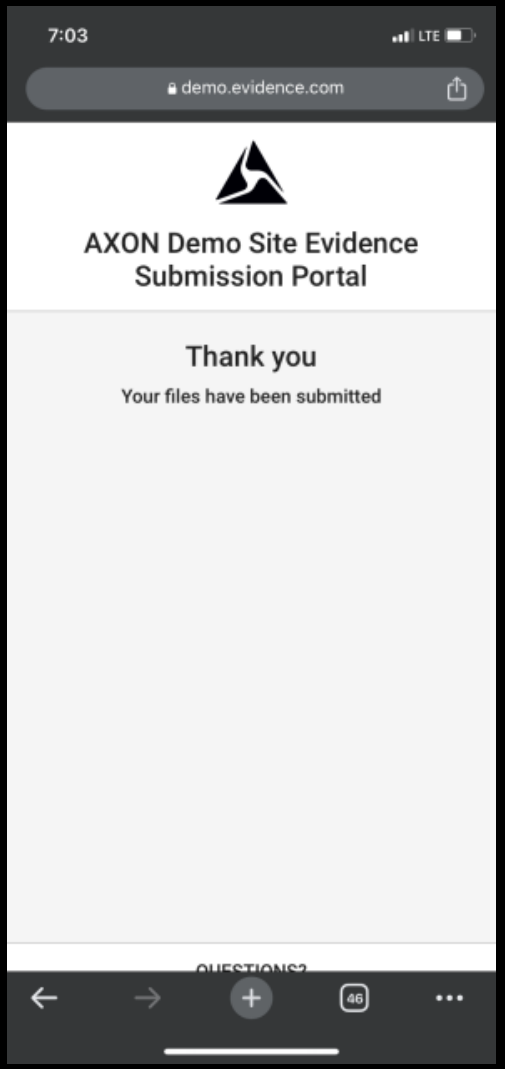

EVIDENCE
AWARE
CASES
INVENTORY
REPORTS
ADMIN
HELP
STOERMER, NICK (NSTOERMER)
Last login 26 Feb 2020
SIGN OUT
Stoermer, Nick
Near: 1230 E Pine St - Now
10:38 CEW Trigger
DISMISS (1)
Real-time alerts
54% Good
1A34 - Stoermer, Nick
1230 E Pine St - Now
LIVE
Officer Activity
10:38 Cew Trigger
Livestreaming video and audio
Live updates of camera locations
1A34 - Stoermer
Campbell
Fox
Davis
Foreman
Addison
Price
HAMMOND
FRESNO

COMMUNITY REQUEST

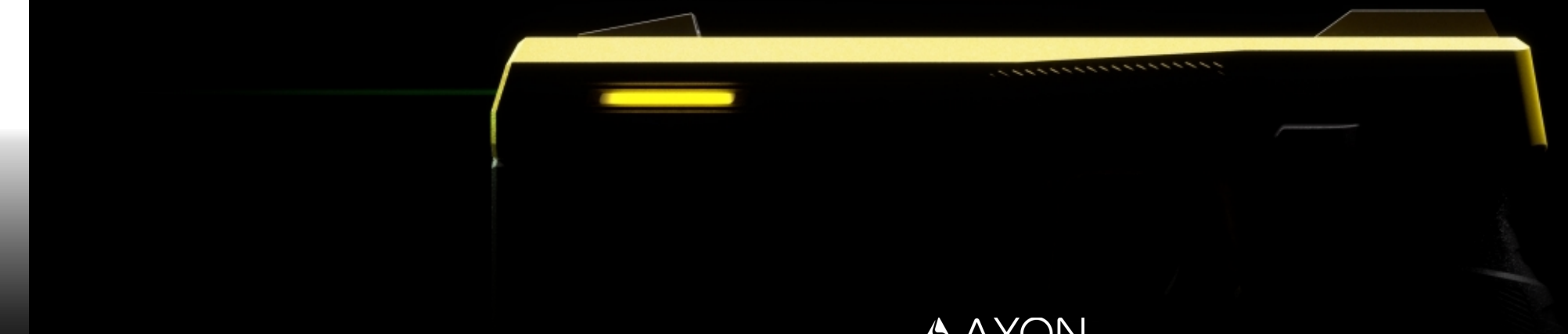








TASER 10



AXON

MOONSHOT 50in10

Cut gun-related deaths between police and the public in half by 2033.

#ourmoonshot

TASER 10

45-Foot Max Range

10 Probe Magazine

205 Feet Per Second



Fiscal Impact

- Contract value of $3,000,554.05 over 5 years, including:
  - Hardware
  - Software
  - Licensing
  - Training
  - Warranties

- 5 equal payments of $600,110.81

Goal for Partnership with Axon: Strengthening Public Safety through Community, Accountability, and Transparency

In alignment with our commitment to community well-being, accountability, and transparency, the West Valley City Police Department is partnering with Axon to advance our mission of proactive, responsible policing. This partnership will support our goal to meet and exceed national best practices, ensuring we serve our community with integrity and effectiveness.

Key Objectives:

1. **Community Engagement**: Enhance public trust by using Axon's technology to increase communication and transparency, such as enabling secure community evidence submissions and fostering open dialogue with residents.
2. **Accountability & Transparency**: Utilize body-worn cameras, automated transcription, and evidence management tools to ensure all interactions are documented accurately, making critical incident information accessible and reliable.
3. **Operational Excellence**: Leverage Axon's tools like real-time response and records management to support effective policing that aligns with modern standards, allowing us to respond more efficiently to community needs while upholding high standards of accountability.
    1. By setting these goals, the West Valley City Police Department aims to not only uphold but exceed the expectations placed on public safety agencies, reinforcing our role as responsible stewards of safety and community trust.

Q+A



Contains Confidential Information of Axon



Contains Confidential Information of Axon

Item #:	
Fiscal Impact:	
Funding Source:	Salt Lake County
Account #:	N/A
Budget Opening Required	No

ISSUE:

Approve an interlocal cooperation agreement with Salt Lake County for funding for the Veteran's Park.

SYNOPSIS:

This resolution authorizes the extension of an interlocal agreement with Salt Lake County to receive funding for the Veteran's Park.

BACKGROUND:

This agreement provides for the City to receive TRCC funding from the County for the completion of Phases I and II of the Veteran's Park. The agreement provides for the City to receive $923,840 conditioned upon completion of the project in accordance with the project plans.

RECOMMENDATION:

Approve the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR A VETERANS' PARK.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to complete a veterans' park; and

WHEREAS, Salt Lake County (hereinafter, the "County") is willing to provide funding for said lighting, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled "Interlocal Cooperation Agreement" (hereinafter, the "Agreement"), that set forth the rights, duties, and obligations of each of the parties with respect thereto; 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 authorize the execution of the above-referenced Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and Salt Lake County is hereby approved in substantially the form attached, and that the Mayor and City Recorder are hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement 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

County Contract No. _____
DA Log No. 24CIV001026

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

WEST VALLEY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **WEST VALLEY CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its West Valley City application attached hereto as **EXHIBIT A and Scope Change Presentation** attached hereto as **EXHIBIT C**. More specifically, City requested TRCC Funds to help fund Phase I and II of Veteran Hall & Park (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq*. (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **Five Hundred Twenty-Four Thousand Seven Hundred and Fifteen ($524,715.00)** for Phase 1 and **Three Hundred Ninety-Nine Thousand One Hundred and Twenty-Five ($399,125.00)** for Phase II for a total of **Nine Hundred Twenty-Three Thousand Eight Hundred and Forty ($923,840.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A** and Scope Change Presentation **EXHIBIT C**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as EXHIBIT A and C by **June 30, 2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A,** budget attached as **EXHIBIT B** and/or Scope Change Presentation **EXHIBIT C** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **June 30, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at https://slco.org/community-services/trcc-support-program/, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **September 30, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at https://slco.org/community-services/trcc-support-program/, detailing how the TRCC Funds were expended no later than **December 31, 2024 and September 30, 2025**.

G. Recordkeeping. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its

employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon City's full expenditure of the TRCC Funds received under this Agreement and upon City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

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

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies

conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and

Management Act, Utah Code Ann. §§ 63G-2-101 *et seq*.

N. Assignment and Transfer of Funds. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority**.** The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director
Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard Date: 2024.06.05 13:40:41 -06'00'
Senior Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

WEST VALLEY CITY

By _____

Name: _____

Title: _____

Dated: _____, 2024

Attest:

_____
_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By Brandon Hill

Name: Brandon Hill

Dated: October 15, 2024

EXHIBIT A
Application

Salt Lake County
ZAP
TRCC
TRCC 2019 Support Program 2019 Application (2020 County Budget)
7/15/2019 deadline

West Valley City Division of Arts & Culture

Veterans Hall & Park CFSP

Jump to: Application Questions Budget Details Documents

$ 4,500,000.00 Requested

Submitted: 7/3/2019 7:47:39 PM (Pacific)

Project Contact
Susan Klinker
susan.klinker1@wvc-ut.gov
Tel: 801-509-1972

Additional Contacts
andrew.wallentine@wvc-ut.gov

West Valley City Division of Arts & Culture

3600 S Constitution Blvd
West Valley City, UT 84119

Telephone 801-965-5100
Fax 801-965-5111
Web https://www.culturalcelebration.org/

City Manager
Wayne Pyle
wayne.pyle@wvc-ut.gov

Application Questions *top*

Project Overview

1. Select the type of support you are applying for
Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☐ PRT - Parks, Recreation and Trails Support
- ✔ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.
Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.

- ☐ North Planning Area
- ✔ West Planning Area
- ☐ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

West Valley City's Division of Arts & Culture (WVAC) creates opportunities for people to learn, experience, and celebrate art, culture, and the community. Programs offered by WVAC engage, educate and inspire county residents and regional visitors through experience of diverse traditions, art forms, foodways, history, and the humanities. In recent years, WVAC has expanded programming and facility capacity at the Utah Cultural Celebration Center, and Harman Theater. WVAC is now further expanding with the development of the new Veterans Hall and Park, (VH&P) and public programs specifically designed to serve veterans and their families, and to build bridges of trust, unity and respect in our community.

The mission of VH&P is to be a public gathering place where peace and unity are promoted through remembrance of those who have given their lives and those who currently serve to protect the freedom and diversity that makes West Valley City, Salt Lake County, and Utah the wonderful place that we enjoy.

West Valley City is Utah's second largest and most diverse city. Target audiences include the most ethnically diverse populations in the state, low income families, students, and the general public. The centralized location of the Veterans Hall within the county allows for easy access by some of the largest concentrations of veteran populations within the state (see Census Data Map).

Partnership with local organizations is a foundation of WVAC work. We believe that creative collaborations bring diverse missions, resources and skill sets to the table to achieve outcomes greater than the sum of their parts. With a focus on building a healthy and sustainable future, public programs at the new VH&P will include many new partnerships that will honor veterans while expanding access to information, services and experiences related to veterans. Programs currently envisioned include:

Veterans Program- works with various local, state, and federal veterans' groups to support and connect local veterans in need. Creative collaborations and program models are being explored through Creative Forces/NEA, U of U National Center for Veterans Studies, VFW, ART Access, Combat Films, National League of Cities Mayors Challenge to End Veteran's Homelessness, Blue Star Families, Team Rubicon, Team RWB and more.

ROTC Scholarship- investing in future veterans through a local scholarship awarded to a WVC individual who has expressed interest and commitment to attending an ROTC program.

Our Stories Program- will provide dedicated space and recording equipment for veterans to share their memories, & experiences of their time in service. Potential partnership with the Your Story program will connect resources and permanent archives at the U of U Marriott Library and at the State.

Community Conversations Program- will host a series of focus groups with veterans and the public on topics related to conflict, diversity, individual stories and artifacts. Partnerships, tool kits, training & funding opportunities are being explored with Utah Humanities & NEH (Dialogs on the Experience of War Program) and Combat Films.

Existing WVAC cultural programs classes and exhibits will be expanded to include content relevant to Veterans and the new facility, including diverse exhibits, iconic public art, creative expression & art making activities, language classes, and ARTrageous educational outreach programs.

4. Project Description.
The purpose of this project is to remember, honor and support Utah veterans. The primary focus of the project is a building with a memorial hall for monuments, artwork, photographs & other media designed to honor the role of Utah veterans who have served our country. The facility will also serve as a place to connect local veterans to the community as well as to local services, peer groups, and diverse resources available to support them.

A special monument honoring WW II veterans will be built with funding from the state. Additional monuments will be added over time. A hall for exhibits, cultural events and educational meetings (primarily public school children) is included. This space will be used to commemorate various events such as Veterans Day, Armed Forces Day, Memorial Day, Pearl Harbor Day, D-Day, VE Day and VJ Day, and others.

A Wall of Honor will be built listing the names of veterans who gave their life during armed combat. This will be a separate, quiet area allowing for contemplation and reverence to the individuals whose names are listed. A memorial garden & trail around a pond through a park area will be built with appropriate monuments & interpretive displays to bring understanding to those who visit.

Programs at the Veterans Hall will honor veterans by sharing stories & artifacts provided by local veterans, engaging veterans & community members in dialog & creative expression through art, exhibits and presentations on electronic kiosks. Veterans & their family members will be invited to share the story of a veterans' military experiences in a comfortable audio and/or video recording room. Several unique underserved communities will also be included. For example, special outreach and subsequent representation will be made for the Japanese American, Jewish, Native American & African American communities & their involvement in World War II. Contact has already been made with elected officials who unofficially represent the Japanese and Jewish communities who have expresses great interest and support for this project. Once the project is complete, a primary focus of outreach will be to elementary schools with significant at-risk and minority populations.

The overall project will include aspects of art & the humanities, cultural events & ceremonies, education, tourism (outreach to visiting tour buses) and most of all to support and connect to veterans & their families.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines

in the Guidelines Tab)
The Veterans Hall & Park (VH&P) facility and programs deeply connect with every one of the CFSP Vision and Principle statements as follows:

The VH&P highlights a unique experience of veterans within our community, and offers uniquely relevant arts experiences to veterans as an under served sector of our community.

The VH&P is centrally located within the County and is easily accessible, focusing on serving both the general public and our regional community of veterans and their families.

Housed within the context of West Valley's Division of Arts & Culture, the VH&P will enable a full range of arts and cultural activity for creation, presentation, education, and dialog related to the experiences of veterans.

The VH&P will inherently engage veterans and the community in participatory activities that will enhance the development of a new sub-culture within our local arts community.

The VH&P addresses current and future needs within the veterans community and the County.

The VH&P will present multi-disciplinary art forms including historic artifacts and interpretive information, oral histories, video, photography, expressive and therapeutic art, monumental public art, music, ceremonial presentations and performances.

With the support of Salt Lake County, West Valley City is prepared and committed to this project's feasibility, sustainability, and readiness as a new construction project and long term facility.

The VH&P enhances the ability of WVAC as an organization to improve and expand programming in new ways that serve new sectors of our community that are currently under served in the arts.

The VH&P will help to ensure vibrancy, diversity, and equitable access to arts and culture throughout the County.

The VH&P will demonstrate inclusive and fair process for planning, locating, funding and developing County supported cultural facilities that serve people of all ages and backgrounds.

The VH&P will drive sustainable cultural & economic development in West Valley City and Salt Lake County while honoring local residents that have served in the armed forces.

The VH&P will foster collaboration, regional and national partnerships, and shared funding opportunities from state and federal sources.

We believe the vision for the VH&P cultural facilities are a perfect fit for West Valley City, Salt Lake County, and the State of Utah, and a strong candidate for funding through the TRCC, CFSP.

6. Evidence of local support and community need justifying the project.
Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.
The Veterans Hall & Park development is both needed and timely.

US Veterans are suffering from depression, PTSD, homelessness, & unemployment at unprecedented levels. The US Dept of Veterans Affairs (VA), states an average of 20 veterans a day die from suicide. More than 500,000 men & women veterans are living with TBI or PTSD including 10-20 percent of all those deployed in Iraq & Afghanistan. Feelings of hopelessness & alienation that contribute to post service crisis can stem from societal conditions, attitudes, & a lack of public understanding of their personal experience in our armed forces. We all share the responsibility to repair & help build bridges of trust, unity, and respect within our local community of veterans & among the general public.

Multidisciplinary creative arts therapies are increasingly valued by both the Dept of Defense & the Dept of Veterans Affairs, thanks largely to programs such as the National Initiative for Arts & Health in the Military: Americans for the Arts, & Creative Forces: NEA Military Healing Arts Network. These programs demonstrate how creative arts therapies have helped veterans deal with trauma as part of an integrated care model. Americans for the Arts states,"Our returning heroes and their families deserve nothing less than complete care including the power of the arts to address their visible and invisible wounds" (see NLGA, Press release).

Current veterans facilities in Utah are primarily focused on delivery of clinical services, residential facilities, or memorial parks & monuments. The new VH&P will provide a cultural facility and programs that honor & support veterans by integrating dynamic public arts experiences across many genres, offering opportunities for creative expression, by telling veterans

stories, sharing their artifacts & memorabilia, and educating community members about veterans experiences.

A key partnership is being explored with ART Access to expand their current work with veterans art programs at this new facility. We seek their expertise in program development, leading workshops, & curating exhibits. Another partnership with local scholar & documentary film maker Dodge Billingsley of Combat Films will draw out relevant local stories, artifacts & develop meaningful content through Utah Humanities & NEH (Dialogs on the Experience of War Program). Additional partnerships are being explored through local veterans organizations.

7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The new VH&P is centrally located among the largest concentrations of veterans in the County and is easily accessible along the I-15 corridor & by public transportation. Its the perfect location for access by veterans, visiting dignitaries, regional tourists, and the general public.

There is currently no similar building in the state of Utah. There are other museums and monuments but nothing that focuses on honoring veterans & their stories. A memorial monument for World War II veterans will be included in this project.

Based upon those publicly supporting the project and the overwhelmingly positive support expressed by many others, we feel that this project has broad support.

For example, a fund-raising golf tournament established and held for the last four years has been strongly supported from all across the valley. Typically, there are more than 40 teams and multiple sponsors each year. Many more teams and sponsors could be added except for the physical limitations of a golf course.

WVAC served over 54,000 patrons last year, presenting 24 Arts and Cultural Programs, 34 ARTrageous Educational Programs, and 25 exhibits. With over 16 years history, a highly dedicated staff, and the support of West Valley City, our organization has the capacity and experience to further expand programming and facility management at the Veteran's Hall and Park. (See info graphic)

8. Detail how the project is integral to your organization's mission.
West Valley City's Division of Arts & Culture (WVAC) creates opportunities for people to learn, experience, and celebrate art, culture, and the community. Although Veterans Halls are typically static memorials or clinical facilities, this project takes a decidedly proactive approach toward celebration of the life experience of veterans in our community, engaging those veterans that are living among us, and remembering those who have passed.

Members of the military & their families form a unique subculture in our community. Their service and sacrifice toward the greater good of our country & society is deserving of our attention & understanding. By expanding to include West Valley's new VH&P, WVAC will once again use multi disciplinary arts forms as a tool for building and strengthening human ties in our community. We believe that mutually supportive relationships between individuals and organizations fundamentally strengthen the fabric of our community and create a social safety net that brings people together through common bonds.

The WVAC team has 16 years experience working at the grassroots level together with diverse community groups to develop and present public programs that serve the community as a whole. WVAC staff are excited by the challenge this new territory presents & are eager to lead & develop the potential of the new VH&P together with existing agencies, organizations, local experts & stakeholders. West Valley is confident and committed to the project's long term success.

9. Describe how your current project funding has been secured.
Funding has been raised by individual solicitation. Currently, cash in bank is $275,000 composed of two large donations, $100,000 from a local bank, and another for $100,000 from the Utah state legislature. Other funds came from individual donations and an annual fund-raising golf tournament.

10. Document your ability to raise additional project funds.
The project is headed by Ron Bigelow, current Mayor of West Valley City & Chair of the Veterans Hall Foundation, who has a proven record of fund raising with the Foundation, and is committed to seeing the project through to completion. Verbal commitments of additional funding have already been made from two major community leaders of $500,000 & $100,000. Other businesses have given verbal commitments to provide services and labor in connection with the construction and operations of the building. Each of these commitments range in value from a few thousand to over one hundred thousand dollars.

Our major fund raising campaign has not yet started. We approached three local businessmen who each agreed to make major contributions. We are waiting to finalize the architecture and engineering documents and prepare a brochure about the project to help contributors understand the overall concept. That campaign should start approximately August of this year. Our goal is to be ready to have a ground breaking in the first half of next year.

11. Analysis of the financial impact this project will have on your organization's future finances.
Additional financial resources will be required on an ongoing basis for general operations and administration of the new facilities. This will be done through expansion of staff and budget in the Division of Arts and Culture. Doing so will also decrease the cost of operations and management of the new facility, as the Division of Arts and Culture already have existing resources that can be shared between the two facilities. West Valley City is committed to ensuring that this new facility will be properly staffed and maintained for many future years.

12. Please specify type of funding you are requesting

- ☐ Consulting
- ✔ Capital
- ☐ Other:

Consulting Applicants

13. Type of consulting services
NA

14. Goals and objectives of consulting services
NA

15. Scope of Work, expected deliverable and timeline
NA

16. Payment schedule for the work and expenses.
Upload a detailed project budget document (documents tab) by a qualified professional.
NA

Capital Applicants

17. What is the site location of your project.
1325 West Cultural Center Drive, 1347 West Cultural Center Drive, and 3234 South Cultural Center Drive, West Valley City UT 84119

18. Describe the current facility and specify if it is owned or leased.
Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).
The property is currently owned by West Valley City and the Redevelopment Agency of West Valley City .

Site plan included in this document has the overview of the entire property located at 3234 South Cultural Center Drive. Including on this property Sitemap are three parcels the main area consisting of 3.17 Acres, a Pond are as a water feature and outdoor memorial 1.23 Acres , and an open space area of 0.95 Acres. This property is ready to build the Veterans Memorial Hall Project Immediately. This property has access to it from the Cultural Center Drive to the north and 3300 South from the South of the property. This property also has a potential access from 3500 South and 1375 west.

19. What is the overall project timeline?
Groundbreaking anticipated in March 2020 with project completion projected for a summer 2021 Grand Opening.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.
The following estimates are obtained from BOMA facility cost estimator on a 15,000 to 17,000 SF Commercial Facility.

Annual Utilities (Power, Gas, Water/Sewer) $45,000.00
Annual Facility Preventative Maintenance Budget $55,000.00
Annual Outdoor Preventative Maintenance Budget $40,000.00
Annual Custodial Budget $25,000.00
Annual Repair And Replacement Budget $50,000.00
Annual Man Power Budget(1FT. Employee) $65,000.00

Annual Operating Expense Projection $280,000

21. Provide project management information including key personnel and their experience.
Hagop “Jake” Arslanian, Director of Facilities And Construction Management, West Valley City
Jake graduated from the University of St. Joseph with a Bachelor’s Degree in Mechanical Engineering and Electrical Science. Jake also recently graduated from the state CPM (Certified Public Managers) program. Jake started working for the West Valley City Public Works Department in 1989 as the Administrative and Facilities Support Services Manager. Two years later, he was also asked to be the City’s Emergency Management Coordinator. Jake is responsible for property management, construction management and the operation of all city properties. Jake also fulfills many special assignments for the City Manager and City Council of West Valley City. As the City Construction Manager Jake Successfully on time and on budget Manage the construction of Several Facilities. Namely West Valley City Hall, Public Safety Building, Fleet Operations Building, Harman Hall Theater, UCCC, 5 Fire Stations, 162 room Hotel, and in the process of completing 66.000 SF. Police Building, 7 Story 1350 Stalls Public Garage, Public Works and Parks Operations Facilities. And soon to construct the Veterans Memorial Hall.

Program & Operations will be managed by WVAC once the facility is open to the public.
(See Org Chart Upload)

22. Architectural information including site plan, space program and schematic design (optional).
Please upload above mentioned architectural documents (document tab).
The conceptual design has been completed By EDA Architects and a PDF of this
plan is provided in this document.

As the funding for this project is awarded, EDA Architects will commence the Schematic design and provide a complete set of documents for construction. When the construction document becomes available, the RFP for construction will be advertised and the lowest qualified responsible bidder will be awarded the project.

Proposed square footage of the project is 14,853 sq. ft. Included in this proposal are the following:
• Multi-purpose large rooms with dividers
• Multiple office spaces
• Reception and Main Information Space
• A future Elevators Shaft for the Second Floor.
• Art and Monument/ Gallery storage
• Art/Monument and Gallery display Rooms
• Recording Studio for Veterans Story recording
• Rest room facilities
• Prep and warming kitchen
• Veterans Historical Display spaces
• All corridors equipped for art display capacity and track lighting
• Security cameras and card readers
• HVAC Mechanical rooms
• Back-up generator and a UPS system
• Parking lot
• Paging system
• Recording system
• Display TVs throughout the facility
• Meeting/Conference room
• AV and Sound System in Multi-purpose room for Educational Purposes
• World War II Memorial Exhibit Plaza
• Exterior Veterans County by County Memorial Exhibits
• Furniture, Fixtures and Equipment. (FFE)

(See uploaded VH Schematic Design & Construction Profile)

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.
Please upload above mentioned construction information documents (document tab).

Based on the proposed square footage and the advanced needs of the project we estimate construction cost of $320.00 per sq. ft. for the estimated total for building construction i.e. Brick and Mortar of $9,848,520.00

Budget Details *top*

Project Budget

Line Descriptions	Capital	Consulting Other Detail
Total Project Budget	9848520	See Detail Budget Upload
Funding Currently in Place	275000	
County Funding Requested	4500000	
	WVC Match, Land Value	Land Value may be assed through County Records

Project Financial Information Detail

Financial Detail	Capital	Consulting Other Detail
Cash On-hand	275000	
Pledges - Unrestricted	0	
Pledges - Restricted	Land Contributed by WVC	
Pledges - Pending or Projected	5073520	Funding to be raised by VH Foundation
In-Kind Donations	0	
General Obligation Debt	0	
Bond Issue	0	
Capital Reserve	0	

Documents *top*

Documents Requested *	Required?	Attached Documents *
Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.	✔	Census Vet History Utah Census Map & Data for Veterans WVAC Infographic WVAC Org Chart Lt Gov Sign Arts Military Initiatve Resolution Conf of Mayors Arts Health Well-Being Military List Potential Partners Mayors List of Supporters Letters of Support
For consulting projects upload a detailed consultant project budget document by a qualified professional.		
For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.		Property Deed VH & P Map Issue Paper Support for VH Platt Resolution of WVC Council Deed All Parcels
For capital projects upload above architectural documents; site plan, space program, schematic design (optional).		VH Design & Construction Profile Preliminary Design & Build Schedule

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.		Design & Build Budget
Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.	✔	3 Yr Financial Detail Plus Current

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Application ID: 144708

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Updated Changes to West Valley City's TRCC Application

Project Contact: Jake Arslanian

Additional Contact: Jeff Olsen

As outlined in the attached budget sheets, the updated budget for the Veterans Memorial has been split into two phases. Phase 1 is already complete, and we are currently seeking funding for phase 2. The budget breakdown for both phases is as follows:

PHASE 1 BUDGET: **$2,163,862** (all funding secured)

Cash-on-hand: $1,800,000

Other: $298,862 (Dell Loy Hansen Family Foundation)

$65,000 (EDA Architects: donated services)

TRCC Funding Request: **$524,715**

PHASE 2 BUDGET: **$1,596,500**

Cash-on-hand: $524,715

Unsecured funds: $672,660 (WVC Commitment)

TRCC (25%): $399,125 (anticipated TRCC funding)

TRCC Funding Request: **$399,125**

TOTAL PROJECT BUDGET: **$3,760,362**

TOTAL COUNTY FUNDING REQUESTED: **$923,840**

9A. Describe how your current project funding has been secured:

For phase 2 of the Utah Veterans Memorial Project, West Valley City has donated $524,715, and agreed to take on any future operating and maintenance expenses. We have also put in a revised match request to the county for $923,840. The total is broken into two phases.

9B. Explain the $65,000 difference between Phase 1 Budget of $2,163,862 and Current "Matchable" Expenditures of $2,098,862.

The difference between the two amounts is the estimated value of EDA Architects' donated services. Since the estimated value was included in the Project Budget section, it should have been offset in the Funding Sources section below.

10. Document your ability to raise additional project funds:

We have an additional $672,660 in unsecured funds that we will need to raise for this project. We intend, as West Valley City, to appropriate funds equal to the unsecured amount. As we did in phase 1, we also plan on approaching local businesses and community leaders for major donations, and community members for individual donations.

15. Scope of Work, including expected deliverables and timeline, for each phase.

Phase 1:

• **General Conditions:**	**$149.170**	
• **General Requirements**	**$46,919**	
• **Site Concrete:**	**$219,641**	
• **Okland Perform Items:**	**$643**	
• **Rebar:**	**$6,231**	
• **Stone:**	**$735,422**	
• **Stainless Flashing:**	**$10,475**	
• **Sealants:**	**$3,260**	
• **Site Accessories:**	**$36,580**	
• **Bollards:**	**$4,329**	
• **Electrical System:**	**$224,643**	
• **Earthwork:**	**$243,062**	
• **Asphalt:**	**$76,754**	
• **Landscape:**	**$318.860**	
• **General Liability Insurance:**	**$16,578**	
• **Builders Risk Insurance:**	**$6,295**	
• **Architectural Services**	**$65,000**	**EDA Architects: Donated Services**
Total:	**$2,163,862**	

Phase 2:

Scope of Work

- **General Conditions:** **$152.000**
- **Surveying:** **$6,500**
- **Site Concrete:** **$152,000**
- **Stone Allowance:** **$172,000**
- **Lighting and Electrical Allowance:** **$152,000**
- **Rebar:** **$40,000**
- **Sealants:** **$30,000**
- **Site Accessories/Landscaping:** **$90,000**
- **Bollards:** **$15,000**
- **Earthwork:** **$60,000**
- **Asphalt:** **$152,000**
- **WWII Monument Allowance:** **$475,000**
- **Owner's Contingency:** **$100,000**

Total: **$1,596,500**

Timeline:

Project is estimated to start July 1, 2024, and be completed in ten (10) months, or by April 30, 2025.

19. What is the overall project timeline?

The Guardians of Freedom Memorial Wall, a 75-foot-long monument displaying the names of all 2,894 Utah veterans who lost their lives in combat, was unveiled as part of phase 1 on November 11, 2021. As soon as funding is secured for phase 2, we anticipate that construction will take about a year to complete.

EXHIBIT B
Program Budget

TRCC Project Budget Worksheet

Project Summary:		
Total Project Budget	$	2,163,862.00
Total Funding Sources	$	2,163,862.00
TRCC Funding Requested	$	524,715.00
Projected Surplus/(Deficit)	**$**	**524,715.00**

Date Prepared: 04/15/2024

Organization Name: West Valley City Corporation

Project Name: Utah Veterans Memorial, Phase I

Contact Name: Hagop Arslanian Sr.

Contact Email: hagop.arslanian@wvc-ut.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	$ 2,098,862.00	Okland Construction
Consultants/Professional Services	$ 65,000.00	EDA Architects (Donated)
Permits/Fees		
Equipment > $5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	**$ 2,163,862.00**	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	$ 1,800,000.00		$ 1,800,000.00	Dell Loy Hansen Foundation, WVC Cash Contribution, Fundraising
Pledges			$ -	
Grants (excludes TRCC request)			$ -	
In-Kind Donation	$ 65,000.00		$ 65,000.00	EDA Architects (Donated)
Capital Reserve			$ -	
Debt Issuance			$ -	
Other	$ 298,862.00		$ 298,862.00	Dell Loy Hansen Family Foundation
Total Funding Sources	**$ 2,163,862.00**	**$ -**	**$ 2,163,862.00**	

TRCC Project Budget Worksheet

Project Summary:		
Total Project Budget	$	1,596,500.00
Total Funding Sources	$	1,197,375.00
TRCC Funding Requested		$399,125.00
Projected Surplus/(Deficit)	**$**	**-**

Date Prepared:	11/09/2023
Organization Name:	West Valley City Corporation
Project Name:	Utah Veterans Memorial, Phase II
Contact Name:	Hagop Arslanian Sr.
Contact Email:	hagop.arslanian@wvc-ut.gov

Project Budget:

	Projected Cost	Detail
Construction/Contractor	$1,531,500.00	Contractor TBD
Consultants/Professional Services	$65,000.00	EDA Architects
Permits/Fees		
Equipment > $5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	**$ 1,596,500.00**	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	$524,715.00		$ 524,715.00	WVC Cash Contribution
Pledges	$672,660.00		$ 672,660.00	WVC Council/Private Fundraising
Grants (excludes TRCC request)			$ -	
In-Kind Donation			$ -	
Capital Reserve			$ -	
Debt Issuance			$ -	
Other			$ -	
Total Funding Sources	**$ 1,197,375.00**	**$ -**	**$ 1,197,375.00**	

UTAH VETERANS MEMORIAL PHASE II PROPOSAL

General conditions	$152,000.00
Surveying	$6,500.00
Site Concrete	$152,000.00
Stone Allawance	$172,000.00
Allowance for Lighting and Electrical	$152,000.00
Rebar	$40,000.00
Sealants	$30,000.00
Site Accessories / Landscaping	$90,000.00
Bollards	$15,000.00
Earthwork	$60,000.00
Asphalt	$152,000.00
Allowance for WWII Monument	$475,000.00
Owners Contingency	$100,000.00
Proposed Estimated Total	**$1,596,500.00**

EXHIBIT C
Scope Change Presentation



West Valley City – Veteran's Memorial
Revised Plan
11-10-2023

REVISED PLAN/BUDGET

Reduces the sizes and scope of the project to two-phases.

- **Veteran's Memorial (Already Completed)**
- **World War II Memorial (Concept Plan/Engineering)**

Budget:

- **The new plan has a total budget of $3,760,362**
- **The plan is broken in to 2-phases.**
  - **Phase 1: $2,163,862**
  - **Phase 2: $1,596,500.**

Revised County Match Request: $923,840.00

West Valley City Obligation: $2,771,522.00

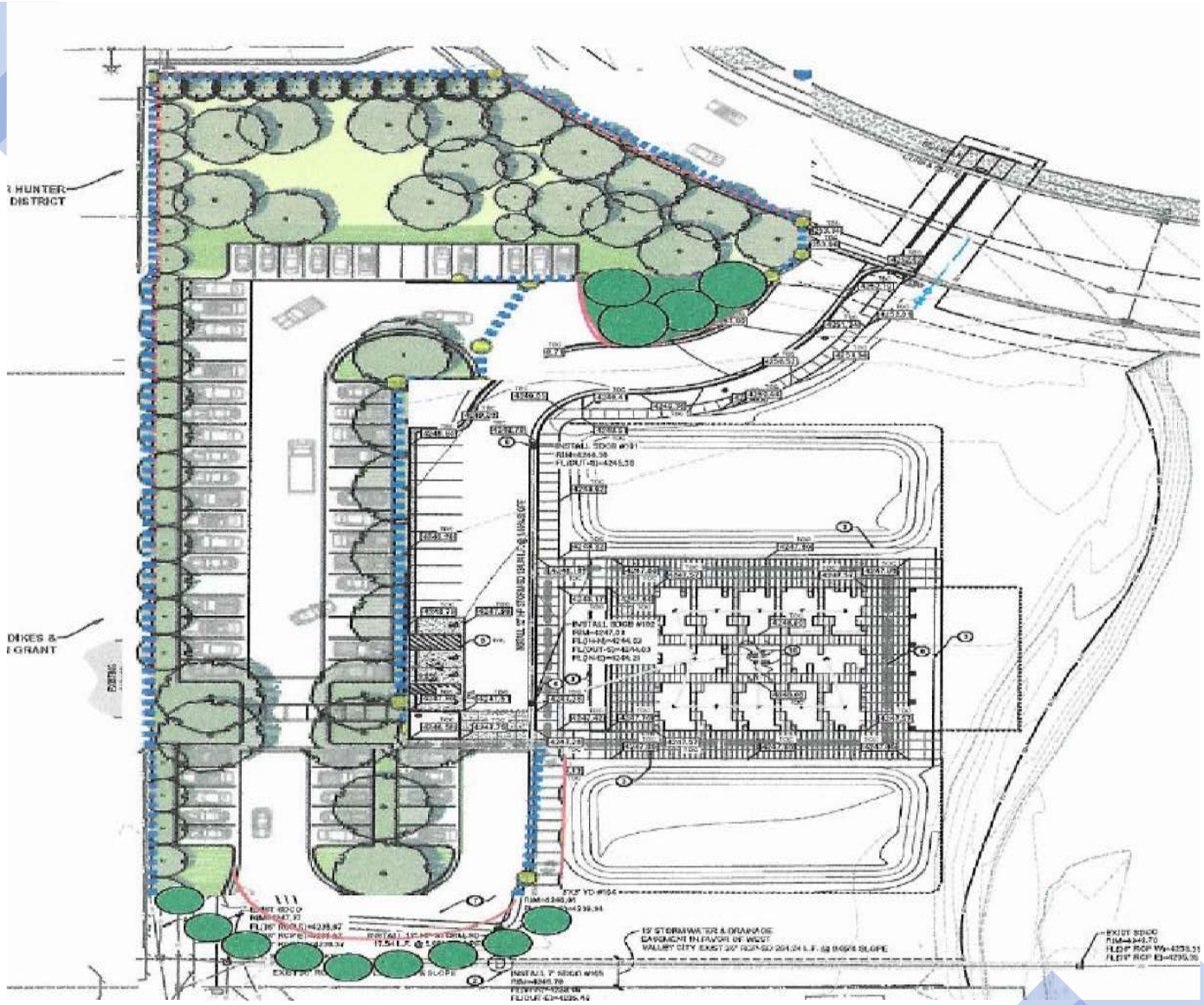
- **Current Expenditures: $2,098,862.00**
- **Remaining WVC Match Obligation: $672,660.00**


Concept Plans


U T A H


WORLD WAR I
1914 - 1918
WORLD WAR II
1939 - 1945
KOREAN WAR
1950 - 1953
VIETNAM WAR





Utah Veterans Memorial

Phase I
Memorial Wall and Plaza

West Valley City Cash Donation $500,000.00

Private Donations $1,598,862.00

Total Matchable Cost: $2,098,862.00

Match Request: $524,715

West Valley City Property Donation
3.17 Acres = 138,086 SF
Market Value of $14.25 SF
$1,967,725.50

TOTAL VALUE: $4,066,587.00

Construction Began July 26, 2021
EDA Architect
Okland Construction









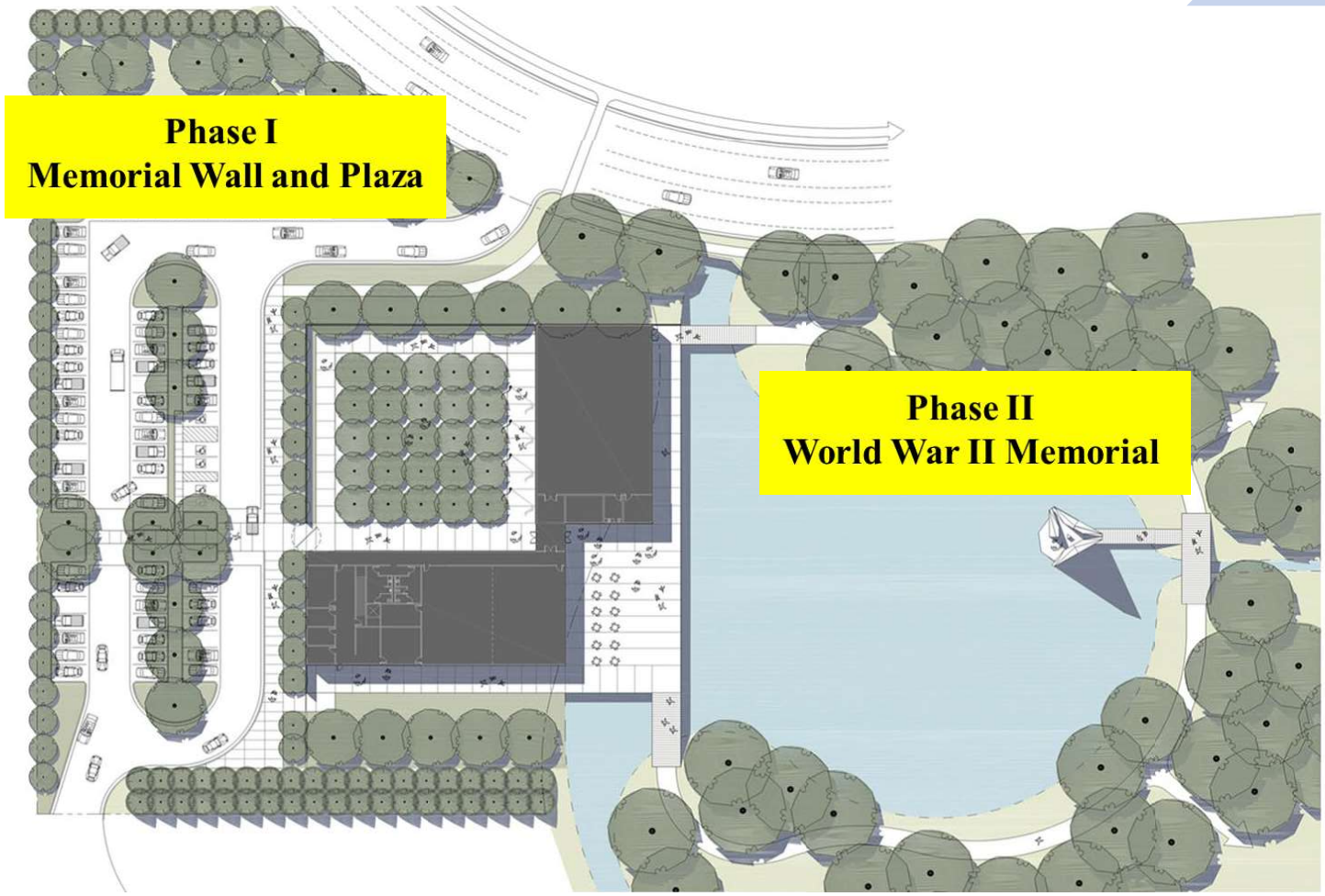




Phase II
World War II Memorial

Total Cost:
$1,596,500

Total Match Request:
$399,125.00



REVISED PLAN/BUDGET

Reduces the sizes and scope of the project to two-phases.

- **Veteran's Memorial (Already Completed)**
- **World War II Memorial (Concept Plan/Engineering)**

Budget:

- **The new plan has a total budget of $3,760,362**
- **The plan is broken in to 2-phases.**
  - **Phase 1: $2,163,862**
  - **Phase 2: $1,596,500.**

Revised County Match Request: $923,840.00

- **$524,715 (Phase one)**
- **$399,125 (Phase two)**

West Valley City Total Obligation: $2,771,522.00

- **Current "Matchable" Expenditures: $2,098,862.00**
- **Remaining WVC Match Obligation (Phase 2): $672,660.00**



QUESTIONS

Item:
Fiscal Impact: $220,000
Funding Source: Transportation Funds
Account No: 45-9610-40750-xxxxx-0000

Budget Opening Required: No

ISSUE:

A resolution authorizing the City to award a construction contract for the 2024-25 Sidewalk Repair Project

SYNOPSIS:

The lowest responsible bid was received by Pronghorn Construction, Inc. in the amount of $172,225.00.

BACKGROUND:

The City has a sidewalk repair program that focuses on repairing all damaged sidewalks within a neighborhood. There are many locations throughout the City that have very severe damage to the sidewalks that have largely been caused by tree roots. This project concentrates on those severely damaged sidewalk throughout the City.

This project includes the repair of damaged sidewalk in approximately 50 locations, including the removal of over 70 trees, repairing approximately 1,400 feet of sidewalks.

Locations can be viewed at the following link:

2024-25 Sidewalk Repair Map

Bids were opened for the project on October 29, 2024. A total of six (6) bids were received. The lowest responsible bidder was Pronghorn Construction, Inc. in the amount of $172,225.00.

RECOMMENDATION:

Award the contract to Pronghorn Construction, Inc. in the amount of $172,225.00 and authorize the Public Works Department to spend up to $220,000 on potential change orders.

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO PRONGHORN CONSTRUCTION, INC. FOR THE 2024-2025 SIDEWALK REPAIR PROJECT.

WHEREAS, West Valley City solicited bids in accordance with state law to construct the 2024-2025 Sidewalk Repair Project (the "Project"); and

WHEREAS, Pronghorn Construction, Inc. (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; 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 award a contract to Contractor to construct the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $172,225.00, with a total authorization not to exceed $220,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, 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

West Valley City, Utah - Bid Tabulation Summary
2024 Concrete Repair Project
Bid Opening Date: October 29, 2024

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	$ 331,800.00				
Response 1	$ 172,225.00	$0.00	$0.00	$0.00	***$172,225.00***
Pronghorn Construction Inc		0%	0%		
Response 2	$ 232,000.00	$0.00	($2,320.00)	($2,320.00)	**$229,680.00**
B. Hansen Construction Inc.		0%	-1%		
Response 3	$ 247,557.45	$0.00	$0.00	$0.00	**$247,557.45**
Taylor Electric, Inc		0%	0%		
Response 4	$ 282,932.50	$0.00	$0.00	$0.00	**$282,932.50**
R Cherrington Enterprises, LLC		0%	0%		
Response 5	$ 306,185.00	$0.00	$0.00	$0.00	**$306,185.00**
Smith Brothers Construction		0%	0%		
Response 6	$ 449,170.00	$0.00	($4,491.70)	($4,491.70)	**$444,678.30**
Beck Construction & Excavation, Inc		0%	-1%		

Item #:	
Fiscal Impact:	$205,425.00
Funding Source:	STREET LIGHT UTILITY
Account #:	39-7591-40740
Budget Opening Required:	No

ISSUE:
Authorize the purchase of street light assemblies for the 2025 Street Light Project.

SYNOPSIS:
This resolution authorizes the purchase of street light assemblies from Mountain States Lighting.

BACKGROUND:
The City needs to order 99 street light assemblies for the 2025 Street Light Project. The project includes restoration of 45 lights on Lake Park Blvd. from Parkway Blvd. to Corporate Park Dr. and 54 new neighborhood street lights at 18 locations throughout the City.

Mountain States Lighting has supplied street lights to the City since 2006. The City normally purchases lights directly from the Mountain States and supplies them to City contractors for installation because of a significant discount given to the City.

The budget opening is requested to order these materials now as there is a long lead time to procure these items.

RECOMMENDATION:
Approve the purchase of street light assemblies for the upcoming 2025 Street Light project from Mountain States Lighting, Inc.

SUBMITTED BY:
Erik Brondum, P.E., Operations Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING.

WHEREAS, West Valley City wishes to add streetlights to certain streets and purchase additional inventory of parts and supplies (the "Equipment"); and

WHEREAS, products compatible with the City's existing street lighting fixtures are required; and

WHEREAS, Mountain States Lighting is the manufacturer of the City's standard street lighting fixtures; and

WHEREAS, the price quoted by Mountain States Lighting is within price parameters and meets the City's needs; 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 purchase said Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase street lighting fixtures and related equipment from Mountain States Lighting for an amount not to exceed $205,425.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

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

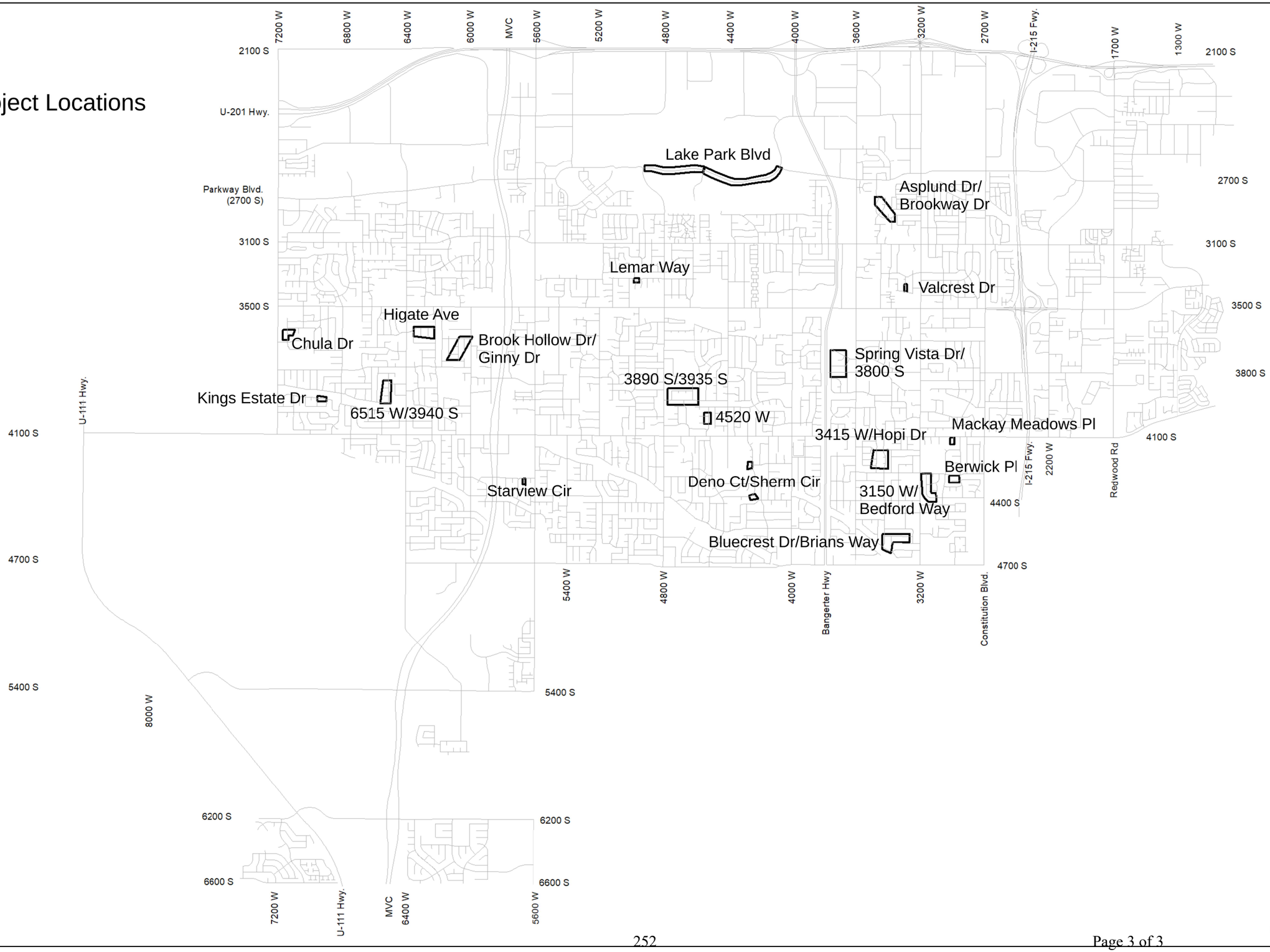
WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Project Locations



N

NO SCALE

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
STREET LIGHT UTILITY
3600 SOUTH CONSTITUTION BOULEVARD
WEST VALLEY CITY, UT 84119-3720

2025 STREET LIGHT PROJECT
WVC LT 24-01
OVERVIEW

1

;Item #:	
Fiscal Impact:	$79,976.36
Funding Source:	CIP
Account #:	10-7570-40740-00000-0000_ __
Budget Opening required:	Yes

ISSUE:

Purchase of a wheel alignment machine and lift

SYNOPSIS:

This resolution authorizes the purchase of a wheel alignment machine for the Public Works Department Fleet Division.

BACKGROUND:

The City's Fleet Division sends out approximately 100–150 vehicles to outside venders for wheel alignments each year. Current service costs to the outside vendors are approximately $75 per vehicle. To shuttle vehicles back and forth it requires two employees 30 minutes each way, totaling two hours per vehicle.

To improve service and efficiency, the Fleet Division recommends the purchase of a Hunter Wheel Alignment Machine and a four-post alignment rack (lift) to enable alignments to be performed in-house. This purchase will eliminate the need for two people to shuttle vehicles back and forth, making the shop personnel more efficient and reducing downtime for our city customers.

Hunter Engineering Company has a State purchasing contract (PA4105) to sell this equipment.

This purchase was presented to the City Council in the strategic planning process and was recommended to be funded from the CIP Fund.

RECOMMENDATION:

Approve the purchase of a Hunter Wheel Alignment Machine and a four-post alignment rack (lift)

SUBMITTED BY:

Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A WHEEL ALIGNMENT MACHINE FROM HUNTER ENGINEERING COMPANY.

WHEREAS, West Valley City wishes to purchase a wheel alignment machine for use by the Public Works Department; and

WHEREAS, Hunter Engineering Company has been awarded the State Contract to supply said equipment; and

WHEREAS, the price awarded to Hunter is within price parameters and meets the City's needs; 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 purchase said equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase a wheel alignment machine for an amount not to exceed $79,976.36 and that the Mayor and 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



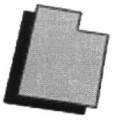
Four Post Lift



Alignment Software Console

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
Karly 800-833-2006 x7777



HUNTER Engineering Company

For purchase of Hunter equipment using:
Utah State Contract #
PA# 4105
Valid: 04/24/2023 - 03/31/2028

All quoted equipment has been Competitively Bid and Competitively Awarded on Utah State Contract # PA# 4105, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Eric Madsen
West Valley City Shops
2805 3600 W Salt Lake City, UT 84119
Eric.madsen@wvc-ut.gov
801-955-3712

QUOTE NUMBER	QUOTE DATE
WestValley.WA685CM.091824	9/18/2024
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	*October 8, 2024*

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
L451LT-PSPRR	Harsh Duty 4-Post, Open Front, PowerSlide, 18,000lbs Capacity, 211" 2WA WB, (2) 9,000lbs Swing Jacks, Stainless PowerSlide turnplates and slip plate tops, air line kit.	1	$ 57,076.47	$ 44,169.46	$ 44,169.46
WA685-CM	WinAlign Package including WA685 console with 32" Wide Screen LCD Display and HE421CM sensors	1	$ 42,270.45	$ 32,711.61	$ 32,711.61
20-2511-1	Wide Angle Extender Target Kit-Includes Left Wide Angle Adaptor, Right Wide Angle Adaptor and Bay ID Decals. Used for additional measurements, such as max steer and 20~ caster steers.	1	$ 269.73	$ 208.73	$ 208.73
20-2521-1	Adjustable Tire Hooks-The kit contains 8 adjustable tire hooks L 214-163-1 and R 214-164-1.	1	$ 1,366.66	$ 1,057.61	$ 1,057.61
20-2621-1	Medium Duty Truck Spacer kit - This kit contains 4 each spacers for medium duty trucks. These spacers may be used with kit 20-2640-1.	1	$ 239.77	$ 185.55	$ 185.55
20-2882-1	Cordless Remote Indicator Kit - Includes Cordless Remote Indicator and recharging bracketry for 6,7, & 8 Series Cabinets	1	$ 1,858.17	$ 1,643.40	$ 1,643.40

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal	$ 79,976.36
Sales Tax (if applicable)	$ -
TOTAL	**$ 79,976.36**

NOTES:

This quotation is subject to the terms and conditions noted on the following page

DEN V8.23

TERMS AND CONDITIONS

1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

DEN WestValley.WA685CM.091824 V8.23

To place your order using this quotation, please fill in the following required information:

☐ Same a Billing

BILLING INFORMATION

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Email: _____

SHIPPING INFORMATION

Name: _____

Address: _____

_____

Contact: _____

Phone: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

_____ _____

Authorized Buyers Name (PRINT) **Authorized Buyers Signature**

_____ _____

Title Date

_____ _____

Phone Email

Remit orders to:

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM

Item #:	
Fiscal Impact:	$ 127,308
Funding Source:	Class C Roads
Account #:	11-7581-40740-00000-0000
Budget Opening Required:	No

ISSUE:
A resolution authorizing Public Works to purchase a mastic road patching machine

SYNOPSIS:
This resolution authorizes the purchase of a Stepp SMP-400 Mastic Machine

BACKGROUND:
For the past several years the Public Works Department has been using a mastic patching product to repair potholes. Prior to the use of mastic patching material to patch potholes the City used cold mix asphalt patches in the winter months, which frequently pop out after a short period of time especially during the freeze and thaw cycles that cause the potholes in the first place. The patching material is a heated mastic product designed for filling large cracks and potholes and is very effective in staying in place.

The Public Works Department has been using a rented mastic machine to install mastic pothole patches. The City rents the machine for a period of four months each winter, and will break even with rental costs in under five years. The City will benefit from year-round availability to use the machine instead of just during the winter months. It is anticipated that this machine will be used for at least ten years.

The machine is being purchased under a nationwide Omnia Partners cooperative purchasing contract.

RECOMMENDATION:
Approve the purchase of Stepp SMP-400 Mastic Machine from Dawson Infrastructure Solutions

SUBMITTED BY:
Daniel Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A MASTIC ROAD PATCHING MACHINE FROM DAWSON INFRASTRUCTURE SOLUTIONS.

WHEREAS, West Valley City wishes to purchase a mastic road patching machine for use by the Public Works Department; and

WHEREAS, Dawson Infrastructure Solutions has been awarded a contract by an interlocal purchasing cooperative to supply said equipment; and

WHEREAS, the price awarded to Dawson is within price parameters and meets the City's needs; 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 purchase said equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase a mastic road patching machine for an amount not to exceed $127,308.00 and that the Mayor and 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

DAWSON INFRASTRUCTURE SOLUTIONS
Experts in Environmental & Inspection Equipment Solutions

Estimate

Date 7/11/2024
Estimate # Q21546

Expires 8/10/2024
Terms Net 30
Shipping Method Best Way
Sales Order #

Dawson Infrastructure Solutions
(303) 632-8236
dawsonis.com

Bill To

C/O Finance Dept.
West Valley City
3600 Constitution Blvd.
West Valley City UT 84119
United States

Qty	Description	Info Link
1	Stepp SMP-400 Mastic Machine Standard Equipment - Diesel Engine w/ Enclosure - Diesel Burner, Enclosure and Auto Temp Controls - Discharge Auger with Hydraulic Gate - Agitator - Burner Interlock - Power Loading Chute - Electric Brakes - Two Light LED System Included Optional Equipment: - Electric Overnight Heat 110V 1500W Includes 2 Heaters - 12“x 8” Smoother Iron - Camera System - Hand Torch w/ 20# LP Bottle and Bottle Rack - Hose Reel For Hand Torch - Double Knuckle Auger System - 12“W x 6”H Aluminum Squeegee - Tool Rack Additional Options to Consider - Arrow board - 10# Fire Extinguisher - Tool Box, 10“ x 10” x 24“ - Steel Palls - Air Compressor - Spare Tire w/ Holder - Adjustable Shoe for Double K Auger, 12”	

DAWSON INFRASTRUCTURE SOLUTIONS
Experts in Environmental & Inspection Equipment Solutions

Estimate

Date 7/11/2024
Estimate # Q21546

Dawson Infrastructure Solutions

(303) 632-8236
dawsonis.com

Qty	Description	Info Link
	Omnia Contract 05-77 Pricing	
1	Delivery and On-site Training - Approximately 240-350 Days ARO	

Subtotal	121,748.00
Shipping Cost (Best Way)	5,560.00
Total	$127,308.00



Q21546

SMP-400

ASPHALT MASTIC PATCHER

The Stepp SMP Mastic Patcher is designed to melt and apply mastic compounds to fill cracks and potholes in the roadway surface. The heated mastic is applied to the crack or pothole by an oil jacketed discharge auger with hydraulic discharge gate. The optional “double knuckle” placement auger allows for direct placement in the repair area.

Available Sizes...

- SMP-400 400 Gallon

Design Benefits...

- Kubota Diesel Engine with Noise Reducing Enclosure
- Auger Discharge
- Bulldozer Hydraulic Loading Chute. Loads 4 Blocks at a time
- Amzoil 600° Heat Transfer Oil. Hotter, Faster, Longer
- 400 Gallon Capacity Biggest on the Market
- Heated Tool Cabinet



Options...

- Double Knuckle Placement Auger
- Various Size Drag Boxes and Tool
- Air Compressor
- Camera System
- Overnight Heat
- Strobe Light





12325 River Road / North Branch MN 55056 ~ P: 651-674-4491 F: 651-674-4221 ~ jason@steppmfg.com ~ joan@steppmfg.com

Quick Specs	SMP 400
Capacity	400 Gallons
Heat transfer oil required	35 gallons at 70°F
Heat Transfer Oil	AMZOIL 600°F C.O.C. Flash Point
Tank construction	Double boiler type
Tank opening size	32”x8.5”
Discharge Auger	4” AR400 oil jacketed
Maximum heat input	420,000 BTUs
Burner and temperature control	Diesel-forced air thermostatic control
Engine Kubota	Kubota D1105-E4B 24.8 HP Tier 4 w/Digital Engine Mgmt System
Drive Mechanism	Hydraulic Direct Drive
Mixer	Horizontal shaft with 5 sweep paddles
Dry Weight	Approximately 4,900 lbs.
Shipping Weight	Approximately 5,300 lbs.
Diesel Tank Capacity	26 Gallons
Hydraulic Tank Capacity	12 Gallons
Axle Capacity	Dual 7,000 lbs. 14,000 GVWR
Tires	ST235/85R16, Load Range E
Hydraulic Pump and Operating Pressure	Load Sensing 3.00 Cu in @ 1500 PSI
Brakes	Electric (std) Hydraulic (opt)
Hitch	3” Pintle or 2-5/16” Ball
Length x Width x Height	227”L x 89”W x 84”H
Frame Construction	2”x 6”x 3/16” Rectangular Steel Tubing

Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

ISSUE:

A resolution for the acceptance of a Public Utility and Street Lighting Easement.

SYNOPSIS:

Asahi Refining USA, Inc., a Delaware corporation has signed a Public Utility and Street Lighting Easement for property located at 4601 West 2100 South (15-19-100-019).

BACKGROUND:

The Asahi Refining USA, Inc. located at 4601 West 2100 South is currently working on an expansion. Installation of street lighting is required as part of the expansion. Streetlights are typically installed in the park strip between the curb and the sidewalk. It was discovered that due to the numerous utilities located in the park strip it was necessary to install the streetlights behind the sidewalk, outside of the public right-of-way. As the streetlights will be located outside the public right-of-way, a Public Utility and Street Lighting Easement was required.

RECOMMENDATION:

Accept Public Utility and Street Lighting Easement. Authorize City Recorder to record said Public Utility and Street Lighting Easement for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PUBLIC UTILITY AND STREET LIGHTING EASEMENT FROM ASAHI REFINING USA, INC. FOR PROPERTY LOCATED AT 4601 WEST 2100 SOUTH.

WHEREAS, Asahi Refining USA, Inc. ("Owner") is developing property located at 4601 West 2100 South (the "Project"); and

WHEREAS, a Public Utility and Street Lighting Easement (the "Easement") is required to \construct the Project; and

WHEREAS, Owner has executed said Easement; 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 accept the Easement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Easement is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Easement for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. # **15-19-100-019**

PUBLIC UTILITY AND STREET LIGHTING EASEMENT

Asahi Refining USA, Inc., a Delaware corporation, GRANTOR, hereby grants a Public Utility and Street Lighting Easement to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, and to any and all public utility companies, GRANTEES for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual, non-exclusive easement, the same to be used for the installation, operation, maintenance, repair, alteration, and replacement of public utility lines, facilities and street lighting, on, over, under, and across real property located at **4601 West 2100 South** in Salt Lake County, State of Utah, described as follows:

> An easement located in the Northeast Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:
>
> Commencing at the West quarter corner of Section 19, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 00°15'15" East 2577.70 feet along section line to the southerly right of way line of 2100 South Frontage Road (being North 00°03'25" East per the CR England Subdivision, Lot 1A Amended and Extended plat recorded in Book 2016P Page 279 of official records; thence South 89°31'39" East 1157.69 feet (being South 89°43'29" East 1157. 69 feet per said plat) along said right of way to the Northeast corner of Lot 1A of said plat; thence South 00°25'30" West 7.70 feet along the easterly line of said lot to the POINT OF BEGINNING; thence South 89°29'11" East 440.08 feet to the easterly line of Grantor's property; thence South 00°14'23" West 10.00 feet along said easterly boundary; thence North 89°29'11" West 440.11 feet to the westerly boundary of Grantor's property; thence North 00°25'30" East 10.00 feet (North 00°13'40" East per said plat) to the POINT OF BEGINNING. Encompassing 4,401 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 16 day of October, 2024.

GRANTOR
Asahi Refining USA, Inc., a Delaware corporation

By: Deric Rust
Title: Director of Operations

State of Utah)
:ss
County of Salt Lake)

On this 16 day of October, 2024, personally appeared before me Deric Rust, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Director of Operations of **Asahi Refining USA, Inc., a Delaware corporation**, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a corporate Resolution of its Board of Directors, and he/she acknowledged to me that said corporation.

Notary Public

KRISTIN MILLER
Notary Public - State of Utah
Comm. No. 737442
My Commission Expires on
May 28, 2028

Item #:	
Fiscal Impact:	$7,500.00
Funding Source:	Transportation Funds
Account #:	45-9610-40750-75273-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Blake Hathaway has signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 3524 South 6800 West (14-34-131-034).

BACKGROUND:

The Blake Hathaway parcel located at 3524 South 6800 West is one of eight parcels affected by the 6800 West Street Improvements Project; 3750 South to 3500 South. This project will include the construction of curb, gutter, sidewalk, patterned concrete, streetlights and widened asphalt on the west side of 6800 West Street. The project is necessary to match up to improvements being built on the east side of 6800 West by a development. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements of $7,500.00 was negotiated based upon the appraisal prepared by Integra Realty Resources, which indicated a value of $7,200.00. An affidavit signed by Blake Hathaway along with a Certified Copy of Death Certificate to remove Kathy Hathaway from the title is also included.

RECOMMENDATION:

Accept Warranty Deed, Perpetual Easement and Temporary Construction Easement and authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed, Temporary Construction Easement and Affidavit for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BLAKE HATHAWAY FOR PROPERTY LOCATED AT 3524 SOUTH 6800 WEST.

WHEREAS, Blake Hathaway (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3524 South 6800 West that is affected by the 6800 West Street Improvements Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Warranty Deed (the "Documents"), as required for the Project; 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 enter into the Agreement with Owner, and to accept the Documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "Right-of-Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED RETURN TO:
Blake Hathaway
3524 South 6800 West
West Valley City, Utah 84128

AFFIDAVIT OF BLAKE HATHAWAY

I, **Blake Hathaway** being first duly sworn on oath depose and say:

That I am a citizen of the United States of America, over the age of 21 years, and a resident of **West Valley City,** County of **Salt Lake**, State of Utah:

That I was well and personally acquainted with **Kathy Hathaway** one of the joint tenants in that certain warranty Deed recorded **December 28, 2016** as Entry No. **12443015** in Book **10515**, at Page **5243**, records of the Recorder of **Salt Lake** County, Utah.

That I know of my own knowledge that **Kathy Hathaway** in the said deed and **Katherine Joy Janssen Hathaway** mentioned in the attached Certified copy of Certificate of Death was one and the same person.

This affidavit is intended to remove the name of said **Kathy Hathaway** as an owner of the following described property:

Beginning 165 feet South from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian, and running thence South 60 feet; thence West 157 feet; thence North 60 feet; thence East 157 feet to the point of beginning. Less street.

PARCEL I.D. NO. **14-34-131-034**

Dated this 24TH day of OCTOBER, 2024.

Blake Hathaway
Blake Hathaway

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2024, personally appeared before me **Blake Hathaway,** whose identity is personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

STATE OF UTAH
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2024011647

Katherine Joy Janssen Hathaway

DECEDENT INFORMATION

Date of Death:	July 9, 2024	Time of Death:	17:42
City of Death:	Murray	County of Death:	Salt Lake
Age:	60	Date of Birth:	January 10, 1964
Place of Birth:	Provo, Utah	Sex:	Female
Armed Services:	No	Marital Status:	Married
Spouse's Name:	Blake Alan Hathaway	Usual Occupation:	CNA/Scrub Technician
Industry/Business:	Medical	Education:	Some College but No Degree
Residence:	West Valley City, Utah	Father's Name:	Raymond Clinger Janssen
Mother's Name:	Roma Masterson	Facility Type:	Hospital Inpatient
Facility or Address:	Intermountain Medical Center		

INFORMANT INFORMATION

Name:	Blake Hathaway	Relationship:	Spouse
Mailing Address:	3524 South 6800 West, West Valley City, Utah 84128		

DISPOSITION INFORMATION

Method of Disposition:	Cremation
Place of Disposition:	Wasatch Cremation Center, Spanish Fork, Utah
Date of Disposition:	July 18, 2024

FUNERAL HOME INFORMATION

Funeral Home:	Walker Funeral Home - Payson
Address:	587 South 100 West, Payson, Utah 84651
Funeral Director:	Steven J Furner

MEDICAL CERTIFICATION

Certifying Physician: Lindsay Leither DO, Intermountain Medical Center, 5121 South Cottonwood Street, Murray, Utah 84107

CAUSE OF DEATH

Refractory septic shock
Due to (or as a consequence of): Emphysematous osteomyelitis of left foot
Due to (or as a consequence of): Soft tissue infection
Due to (or as a consequence of): Foot ulcer
Other significant conditions: Diabetes, acute respiratory failure
Tobacco Use: Did not Contribute
Medical Examiner Contacted: Yes Autopsy Performed: No Manner of Death: Natural

Date Registered: July 15, 2024
Date Issued: July 15, 2024

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: Intaglio Border, V & R images in top cycloids, and intaglio microtext.
This document displays the date, seal and signature of the Utah State Registrar of Vital Record and Statistics.

Linda S. Wininger, MSW, LCSW
State Registrar
Rev. 12/20

*0677 7781 1**

Eric S. Edwards, MPA, MCHES
Executive Director
Utah County Health Department

Utah County
HEART of UTAH
Health Department

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Blake Hathaway, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

3. The City shall pay $7,500.00 for the Property and the Temporary Construction Easement described in Exhibit B. This amount constitutes fair market value and is the entire payment for the Property and Easement and any and all known or potential damages, costs, or value that may be related to the Property and Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and the easement or easements described in Exhibit B. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

5. Closing costs, if any, shall be paid by the City.

6. Following completion of the City's work, the City shall restore the temporary construction easement property described in Exhibit B to its condition as of the date of this Agreement.

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

GRANTOR
BLAKE HATHAWAY

Blake Hathaway

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2024 personally appeared before me Blake Hathaway, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-34-131-034**

WARRANTY DEED

Blake Hathaway, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3524 South 6800 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at point being South 00°22'38" West 165.00 feet along the north-south center section line from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, thence South 00°22'38" West 60.00 feet; thence South 89°56'56" West 33.00 feet along the southerly boundary of Grantors' property; thence North 00°22'38" East 3.04 feet; thence 57.00 feet along a curve to the left, having a radius of 752.00 feet, chord bears North 01°47'39" West 56.99 feet; thence North 89°56'56" East 35.17 feet along the northerly boundary of Grantors' property to the POINT OF BEGINNING. The above-described parcel contains 2,021 square feet, of which 1,745 square feet is now occupied by existing roadway improvements. Balance 276 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2024.

GRANTOR

_____

Blake Hathaway

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, personally appeared before me **Blake Hathaway**, 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 acknowledged that he executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: #**14-34-131-034**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Blake Hathaway**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3524 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at point being South 00°22'38" West 165.00 feet along the north-south center section line and South 89°56'56" West 35.17 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'56" West 10.00 feet; thence North 00°22'38" East 3.11 feet; thence 56.93 feet along a curve to the left, having a radius of 742.00 feet, chord bears North 01°49'14" West 56.92 feet; thence North 89°56'56" East 10.02 feet; thence 57.00 feet along a curve to the right, having a radius of 752.00 feet, chord bears South 01°47'39" East 56.99 feet; thence South 00°22'38" West 3.04 feet to the POINT OF BEGINNING. The above described parcel contains 600 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2024.

GRANTOR

_____

Blake Hathaway

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, personally appeared before me **Blake Hathaway,** 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 acknowledged that he executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
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> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at point being South 00°22'38" West 165.00 feet along the north-south center section line and South 89°56'56" West 35.17 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'56" West 10.00 feet; thence North 00°22'38" East 3.11 feet; thence 56.93 feet along a curve to the left, having a radius of 742.00 feet, chord bears North 01°49'14" West 56.92 feet; thence North 89°56'56" East 10.02 feet; thence 57.00 feet along a curve to the right, having a radius of 752.00 feet, chord bears South 01°47'39" East 56.99 feet; thence South 00°22'38" West 3.04 feet to the POINT OF BEGINNING. The above described parcel contains 600 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 24TH day of OCTOBER, 2024.

GRANTOR

Blake Hathaway

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2024, personally appeared before me **Blake Hathaway,** 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 acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-34-131-034**

WARRANTY DEED

Blake Hathaway, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3524 South 6800 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at point being South 00°22'38" West 165.00 feet along the north-south center section line from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, thence South 00°22'38" West 60.00 feet; thence South 89°56'56" West 33.00 feet along the southerly boundary of Grantors' property; thence North 00°22'38" East 3.04 feet; thence 57.00 feet along a curve to the left, having a radius of 752.00 feet, chord bears North 01°47'39" West 56.99 feet; thence North 89°56'56" East 35.17 feet along the northerly boundary of Grantors' property to the POINT OF BEGINNING. The above-described parcel contains 2,021 square feet, of which 1,745 square feet is now occupied by existing roadway improvements. Balance 276 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 24TH day of OCTOBER, 2024.

GRANTOR

Blake Hathaway

Blake Hathaway

State of UTAH)
:ss
County of SALT LAKE)

On this 24TH day of OCTOBER, 2024, personally appeared before me **Blake Hathaway**, 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 acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

Item #:	
Fiscal Impact:	$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution to approve an Underground Right-of-way Easement in favor of Rocky Mountain Power – West Valley City, EV Chargers.

SYNOPSIS:

Rocky Mountain Power is requesting an Underground Right-of-way Easement at West Valley City Family Fitness Center (14-25-300-003).

BACKGROUND:

EV Chargers are being installed at the Family Fitness Center. Rocky Mountain Power is requiring an Underground Right-of-way Easement in its favor at the West Valley City Family Fitness Center in order to install infrastructure to provide power for the approved EV Chargers.

RECOMMENDATION:

Authorize the mayor to execute the easement document. Authorize the City Recorder to record said easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S.
Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN UNDERGROUND RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER.

WHEREAS, the City desires to install electric vehicle charging stations near the Family Fitness Center; and

WHEREAS, in order to install said stations, Rocky Mountain Power requires an easement on the City's property; and

WHEREAS, an Underground Right of Way Easement (the "Easement") has been prepared in favor of Rocky Mountain Power;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the Easement is hereby approved, and that the Mayor is authorized to execute said Easement, subject to final approval of the form of the Easement by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/John Langi Jr.
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: West Valley City, EV Chargers
WO#: 7252005
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **West Valley City, a municipal corporation of the State of Utah** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way **10'** feet in width and **60** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and shown on Exhibit A attached hereto and by this reference made a part hereof:

West Valley City, Family Fitness Center

Located in the NE1/4 of the SW1/4 of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, situate in West Valley City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point N89°52'29"E 1,998.69 feet along the Quarter Section line and S00°07'31"E 209.62 feet from the West Quarter Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence S65°02'55"E 10.00 feet; thence S31°22'53"W 25.74 feet; thence S46°25'15"W 23.19 feet; thence S29°49'54"W 11.44 feet; thence N65°51'16"W 10.00 feet; thence N29°49'55"E 11.44 feet; thence N45°05'32"E 25.20 feet; thence N31°27'06"E 23.80 feet to the point of beginning. Contains: 592 square feet

Assessor Parcel No. **14-25-300-003**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement**.** Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 2024.

GRANTOR
West Valley City

_____
Karen Lang, Mayor

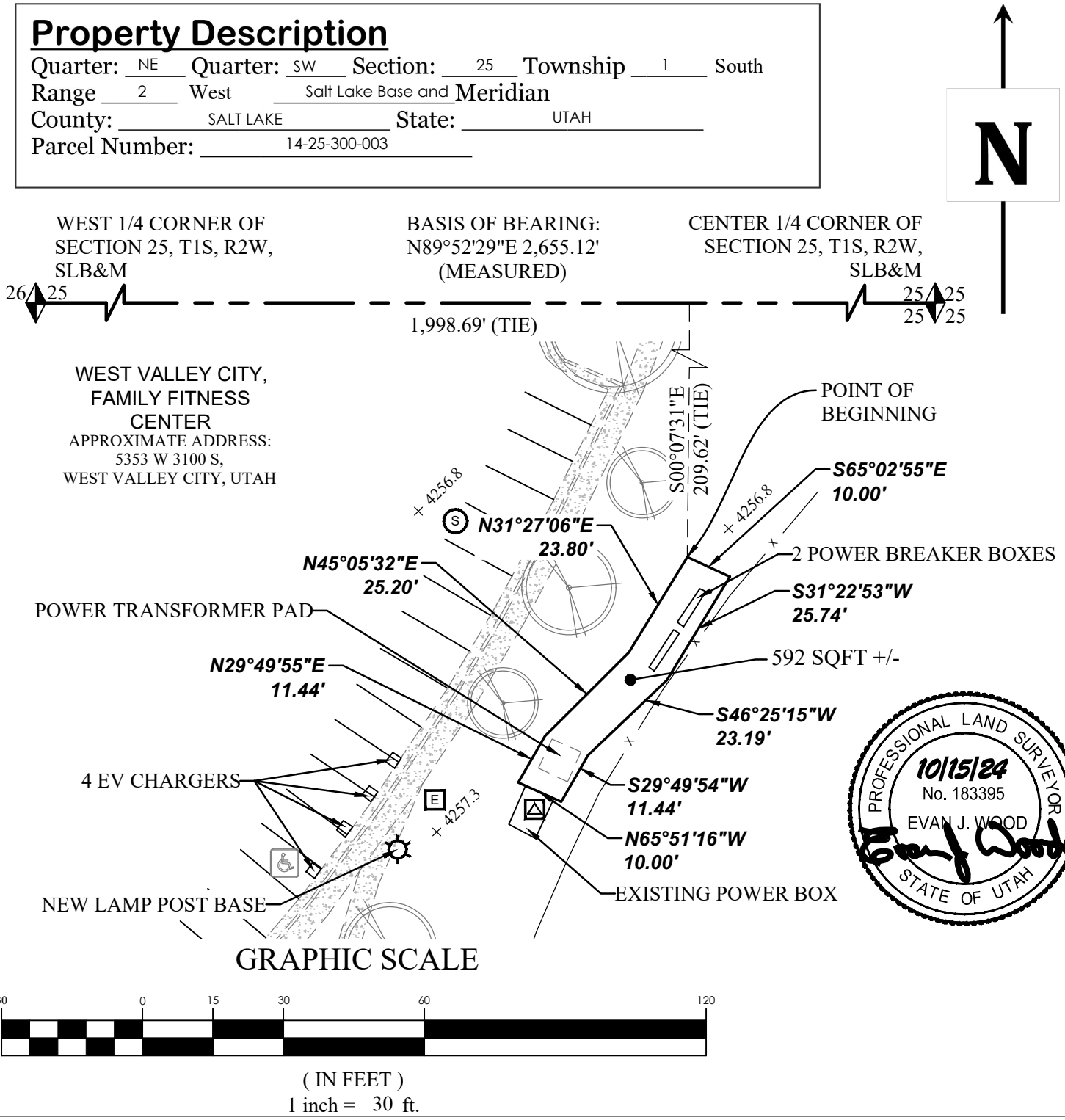
State of Utah)
:ss
County of Salt Lake)

On this _____ day of _____, 2024, personally appeared before me Karen Lang, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that this document was signed by her in behalf of said municipal corporation by authority of Resolution of the West Valley City Council.

_____
Notary Public

Property Description

Quarter: NE Quarter: SW Section: 25 Township 1 South
Range 2 West Salt Lake Base and Meridian
County: SALT LAKE State: UTAH
Parcel Number: 14-25-300-003



CC#: WO#: 7252005	This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.
Landowner Name: WEST VALLEY CITY	
Drawn by: AH	

EXHIBIT A

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE: 1"=30'

Z:_2021\21-0141 WVC Centennial Park Power Easement\design 21-0141\dwg\exhibits\21-0141 RMP easement exhibit 2.dwg