



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, June 24, 2025, 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 Wood
4. Approval of Minutes:

A. June 10, 2025

5. Awards, Ceremonies and Proclamations:

A. Recognition of Hunter High Key Club

6. Public Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments*

- 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.

*shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)*

7. Public Hearings:

- A. Accept Public Input Regarding Total Compensation Increase of Municipal Executive Officers for Fiscal Year 2025-2026
- B. Accept Public Input Regarding Application GP-2-2025, Filed by West Valley City, Requesting a General Plan Change to Provide a Comprehensive Update to the Major Street Plan

Action: Consider Ordinance 25-15, Amend the West Valley City General Plan to Update the City's Major Street Plan

- C. Accept Public Input Regarding Application ZT-2-2025, Filed by Granite Credit Union, Requesting a Zone Text Change to Amend Section 7-2-112 of the West Valley City Municipal Code to Permit a Mobile Financial Institution as a Temporary Use

Action: Consider Ordinance 25-16, Amend Subsection 7-2-112(3) of the West Valley City Municipal Code to Permit a Mobile Financial Institution as a Temporary Use

8. Consent Agenda:

- A. Reso 25-86: Approve a Certification of Eligible Employees to the Department of Public Safety
- B. Reso 25-87: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Improvements on 5600 West



- C. Reso 25-88: Accept a Public Sidewalk, Lighting, and Utility Easement from Higgins Enterprise, L.L.C. for Property Located at 3899 South Redwood Road

9. New Business:

- A. Reso 28-89: Ratify the Agreement Between the City and Kevin Thurman for Administrative Law Judge Services

10. Motion for Closed Session (if necessary)

11. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING JUNE 10, 2025**

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JUNE 10, 2025 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor  
Don Christensen, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2  
William Whetstone, Councilmember District 3  
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, Assistant City Manager  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief  
John Evans, Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
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  
Travis Crosby, IT

**OPENING CEREMONY- COUNCILMEMBER 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 MAY 27, 2025**

The Council considered the Minutes of the Regular Meeting held May 27, 2025. There were no changes, corrections or deletions.

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Councilmember Harmon moved to approve the Minutes of the Regular Meeting held May 27, 2025. Councilmember Huynh seconded the motion.

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

### PUBLIC COMMENT PERIOD

Randy Lucero expressed concern regarding noise generating from Western Gardens. He indicated that he is frustrated and doesn't feel the Council or City is addressing his concerns.

Mike Markham stated that he believes elected officials should be out in the community and at events. He indicated that he feels the Council should be active outside of their religious institutions and visible and accessible to the community at large.

Jim Vesock stated he attended the Faith Forward community event.

### PUBLIC HEARINGS

#### A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2024-2025 BUDGET

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 10, 2025 in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2024-2025 Budget

Proposed Ordinance 25-11 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

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

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

Jim Welch, Finance Director, explained that, per State law, budget openings are required to modify the existing city budget. Every dollar spent by the city must be formally appropriated by the governing board. Budget modifications occur to address grants, changes in expenditures, new opportunities, or emergencies. This marks the fourth and final budget opening for the fiscal year, which ends June 30. Key items include property acquisitions, infrastructure improvements, and grant receipts. Any additional funding brought into the city must also be appropriated through this process.

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Mayor Lang opened the Public Hearing.

Jim Vesock thanked the Finance Department for the detailed budget spreadsheet.

Mayor Lang closed the Public Hearing.

**ACTION: ORDINANCE NO. 25-11, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS**

The City Council previously held a public hearing regarding proposed Ordinance 25-11 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Councilmember Huynh moved to approve Ordinance 25-11.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

**B. ACCEPT PUBLIC INPUT REGARDING APPLICATION GP-1-2025, FILED BY WEST VALLEY CITY, REQUESTING THE ADOPTION OF THE 2025 MODERATE INCOME HOUSING PLAN**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 10, 2025 in order for the City Council to hear and consider

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public comments Application GP-1-2025, Filed by West Valley City, Requesting the Adoption of the 2025 Moderate Income Housing Plan.

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

State code (subsection (2)(a)(iii) of Section [10-9a-403](#)) requires cities to include a moderate income housing element or plan in their general plans. The moderate income housing element must include an implementation plan with a timeline for implementing selected strategies from State code. The City's last update to our Moderate Income Housing Plan was adopted in 2022 using 2020 U.S. Census Bureau data, which was the most recent Census data available at the time.

The proposed changes to the City's Moderate Income Housing Plan were made primarily for two reasons. First, staff updated the analysis of moderate income housing within the City and other municipalities within the County utilizing 2023 Census data to reflect significant increases in home values, rents, and mortgage rates since 2020. The analysis also now includes a more comprehensive view of all income restricted housing units and not just tax credit units. Second, staff updated the implementation plan to reflect anticipated actions over the next five years. Since cities are required to provide annual reports to the State on progress made, an up-to-date implementation plan is needed. The implementation plan also no longer includes a strategy dealing with the City's Housing Authority as this entity will become part of the County's Housing Authority called Housing Connect in July of this year.

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

### **ACTION: ORDINANCE 25-12, ADOPT THE 2025 MODERATE INCOME HOUSING PLAN AS PART OF THE WEST VALLEY CITY GENERAL PLAN**

The City Council previously held a public hearing regarding proposed Ordinance 25-12 that would adopt the 2025 Moderate Income Housing Plan as Part of the West Valley City General Plan.

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

Councilmember Harmon moved to approve Ordinance 25-12.

Councilmember Whetstone seconded the motion.

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A roll call vote was taken:

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

Unanimous.

**C. ACCEPT PUBLIC COMMENT REGARDING APPLICATION GPZ-3-2025, FILED BY CLARK CONSTRUCTION AND SERVICES LLC, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND GENERAL COMMERCIAL TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 10, 2025 in order for the City Council to hear and consider public comments regarding application GPZ-3-2025, Filed by Clark Construction and Services LLC, Requesting a General Plan Change from Large Lot Residential (2 to 3 units/acre) and General Commercial to Low Density Residential (3 to 4 units/acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) for Property Located at 5990 West 3500 South

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

Clark Construction & Services LLC is requesting a General Plan change from Large Lot Residential and General Commercial to Low Density Residential and a zone change from A to R-1-8. The portion of property adjacent to 3500 South with the existing dwelling will continue to be zoned A. The property is located at 5990 West 3500 South. The property proposed for the zone change is 1.93 acres and for the General Plan change 3.4 acres.

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Properties to the west and north are zoned residential including R-1-8 and R-1-10. Properties to the east are zoned A. The Meadowlands Subdivision to the north is zoned R-1-10 but approved as a PUD, so many lot sizes in that subdivision are less than 8,000 square feet in size.

The narrow parcel in the middle of the subject property is owned by the City. The parcel handles storm water from 3500 South. It extends due north terminating in 3360 South. If this application is approved, the City would need to surplus this property and sell it to the developer for the project to move forward.

Mayor Lang opened the Public Hearing.

Dave Tolman, representing the applicant, addressed the West Valley City Council, noting it had been some time since he last appeared before them. He recounted a prior successful development project on 3100 South near the recreation complex, which included trails, landscaping, and a monument entry—something he remains proud of. Dave praised the city's planning staff, describing them as among the best he has worked with in his 40+ years as a developer and builder along the Wasatch Front. He presented a proposed zone change for property located at 5990 West on 3500 South. The request involves changing a portion of the property from Agricultural to R-1-8 zoning to match the adjacent lots. While some may associate R-1-8 with small lots, Dave clarified that the average lot size in the proposed development is just under 10,000 sq. ft., exceeding the minimum requirement. Dave described the project as an infill development, noting challenges related to the site's irregular shape, limited acreage (approximately 3.5 usable acres), and access from the Meadowland Subdivision to the northeast. He explained the internal street design and how the cul-de-sac could allow for future connectivity to adjacent parcels.

Mike Markham stated he is glad to see single family dwellings instead of multiple family dwellings.

Mayor Lang closed the Public Hearing.

**ACTION: ORDINANCE 25-13, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND GENERAL COMMERCIAL TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH**

The City Council previously held a public hearing regarding proposed Ordinance 25-13 that would amend the General Plan to Show a Change of Land Use from Large

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Lot Residential (2 to 3 units/acre) and General Commercial to Low Density Residential (3 to 4 units/acre) for Property Located at 5990 West 3500 South

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

Councilmember Huynh moved to approve Ordinance 25-13.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

**ACTION: ORDINANCE 25-14, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2996 SOUTH REDWOOD ROAD ON 2.48 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL)**

The City Council previously held a public hearing regarding proposed Ordinance 25-14 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5990 West 3500 South from A (Agriculture, Minimum Lot Size 1/2 acre) to R-1-8 (Single 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 Wood moved to approve Ordinance 25-14.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes



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

Unanimous.

### **ACTION: RESOLUTION 25-78, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CLARK CONSTRUCTION AND SERVICES, LLC FOR APPROXIMATELY 3.4 ACRES OF PROPERTY LOCATED AT 5990 WEST 3500 SOUTH**

Mayor Lang discussed proposed Resolution 25-78 that would authorize the City to Enter Into a Development Agreement with Clark Construction and Services, LLC for Approximately 3.4 Acres of Property Located at 5990 West 3500 South.

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

Clark Construction & Services LLC is requesting a General Plan change from Large Lot Residential and General Commercial to Low Density Residential and a zone change from A to R-1-8. The portion of property adjacent to 3500 South with the existing dwelling will continue to be zoned A. The property is located at 5990 West 3500 South. The property proposed for the zone change is 1.93 acres and for the General Plan change 3.4 acres. 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 maximum number of dwelling units shall be 12.
- The minimum square footage for ramblers will be 1,800 sq. ft. and 2,000 sq. ft. for two story homes. All homes shall include an unfinished basement subject to soil conditions.
- A frontage exception is granted for lots 5 and 6 from 80 feet to 74 feet.
- 3-car garages will be built on all homes except lots 5 and 6 where a two-car garage will be permitted but will provide a 10' by 18' concrete pad along side the garage.
- Lots 1 and 3 will be permitted to have a 15-foot rear yard setback.
- Homes will comply with design standards outlined in Section 7-11-211 of the City Code.

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- Fiber cement siding will be installed on all sides of the home with brick or stone being used on 25% of the front elevation except for the farmhouse elevation where no stone or brick will be required. All materials will have a maintenance free guarantee of 10 years.
- Front yard landscaping meeting City standards will be installed by the builder.
- A vinyl fence will be installed on the south side of lot 506 Meadowlands Subdivision and a vinyl or chain link fence will be required along the east boundary of the property adjacent to land zoned A.

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

Councilmember Harmon moved to approve Resolution 25-78 subject to prohibiting basement entrances until after the Certificate of Occupancy is issued.

Councilmember Christensen seconded the motion.

Councilmember Wood asked for clarification on the motion. Councilmember Harmon stated that he was concerned about basement apartment entrances being included during initial home construction, citing issues experienced in the Treasure Isle subdivision. The concern is that allowing builders to install basement entrances upfront could lead to all 12 homes eventually becoming duplex-style units, creating significant parking challenges in what is already a tight space. Councilmember Harmon emphasized that while future homeowners should retain the option to add entrances later, the initial development agreement should restrict builders from doing so during construction.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	No
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Majority.

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**CONSENT AGENDA**

**A. RESOLUTION 25-84: ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FROM WAL-MART REAL ESTATE BUSINESS TRUST FOR PROPERTY LOCATED AT 3180 SOUTH 5600 WEST**

Mayor Lang discussed proposed Resolution 25-84 that would accept a Warranty Deed and a Temporary Construction Easement from Wal-Mart Real Estate Business Trust for Property Located at 3180 South 5600 West

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

The Wal-Mart Real Estate Business Trust parcel located at 3180 South 5600 West is one of two properties affected by the UDOT SR-172 (5600 W) & 3180 South Project which will construct a new traffic signal on 5600 West at the intersection with the entrance to Wal-Mart and Chick-Fil-A on the west side and Centennial Park on the east side, and is scheduled to be constructed in 2025. The actual project location is 3240 South 5600 West. Wal-Mart has donated the Warranty Deed and Temporary Construction Easement to allow for construction of the project.

**B. RESOLUTION 25-79: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DLS CONSULTING, INC.**

Mayor Lang presented proposed resolution 25-79 that would authorize the Execution of a Professional Services Agreement with DLS Consulting, Inc.

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

During the general and interim sessions of the Utah Legislature, the City often requires assistance in achieving the legislative priorities established by the City Council and City Manager. Since 2005, the City has contracted with DLS Consulting, Inc. to provide governmental relations services. DLS has proven to be an effective and reliable partner in assisting the City at the Capitol and in navigating other challenges. DLS was very helpful in addressing concerns that arose during the 2025 legislative session and helped the City achieve significant results in both appropriations and substantive policy.

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The compensation remains unchanged from the prior agreement, which was executed in 2024.

**C. RESOLUTION 25-80: APPROVE THE PURCHASE OF FITNESS ROOM EQUIPMENT FROM PACIFIC FITNESS PRODUCTS, LLC**

Mayor Lang presented proposed resolution 25-79 that would approve the Purchase of Fitness Room Equipment from Pacific Fitness Products, LLC

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

The Fitness Room Advisory Board solicited bids from 4 vendors for new equipment for the City Hall Fitness Room. One bid was incomplete. Of the other 3, Pacific Fitness Products LLC was the lowest responsible bidder for the equipment at \$44,573.

The remodeled Fitness Room at City Hall is much larger than the previous room. Old locker rooms were replaced by individual changing rooms, giving additional floor space for exercise equipment. The Fitness Room Advisory Board conducted a survey of employees who have opted into room use and seeks approval to purchase additional equipment for the use of City Employees. The funds used to purchase this equipment are deducted from the paychecks of employees who have opted in.

**D. RESOLUTION 25-81: AUTHORIZE THE INSTALLATION OF EQUIPMENT BY MAGNA WATER DISTRICT TO PROVIDE SERVICE TO THE WETLAND PARK**

Mayor Lang presented proposed resolution 25-81 that would authorize the Installation of Equipment by Magna Water District to Provide Service to the Wetland Park.

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

Wetland Park is located at 6645 West Parkway Blvd. Part of the construction is the installation of a water meter which will be utilized for minimal existing landscaping and future buildings and development. This cost covers impact fees and installation of a 3" water meter.

**E. RESOLUTION 25-82: AWARD A CONTRACT TO B. HANSEN CONSTRUCTION INC FOR THE 3500 SOUTH 5400 WEST SAFE**

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### **SIDEWALKS PROJECT**

Mayor Lang presented proposed resolution 25-82 that would award a Contract to B. Hansen Construction Inc for the 3500 South 5400 West Safe Sidewalks Project.

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

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

West Valley City was successful in applying for Safe Sidewalk funding last year to construct missing segments of sidewalk along the north side of 3500 South between Sunshade Drive (5450 West) and approximately 5350 West. West Valley and UDOT executed a Cooperative Agreement last fall for the design and construction of this project which includes sidewalk, curb and gutter, patterned concrete park strip, street lighting, and irrigation improvements.

The project was advertised last month, and bids were opened on May 13, 2025. A total of seven (7) bids were received. The lowest responsible bidder was B. Hansen Construction Inc. in the amount of \$339,470.50.

### **F. RESOLUTION 25-83: ACCEPT TWO WARRANTY DEEDS FROM THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

Mayor Lang presented proposed resolution 25-83 that would accept Two Warranty Deeds from the Redevelopment Agency of West Valley City

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

The properties included in this resolution were purchased by the RDA to be included as part of the Fairbourne project and are now part of the rights-of-way for Constitution Blvd and Market Street. The proposed resolution would transfer these parcels from the RDA to the City and remove them from the RDA's Land Held for Resale portfolio.

RDA purchased several properties in the Fairbourne area. These properties have remained as RDA owned properties since their purchase. As these properties are no longer part of any redevelopment project and make up City streets and a rights-of way, the resolution transfers ownership from the RDA to the City.

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**G. RESOLUTION 25-84: ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FROM WAL-MART REAL ESTATE BUSINESS TRUST FOR PROPERTY LOCATED AT 3180 SOUTH 5600 WEST**

Mayor Lang discussed proposed Resolution 25-84 that would accept a Warranty Deed and a Temporary Construction Easement from Wal-Mart Real Estate Business Trust for Property Located at 3180 South 5600 West

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

The Wal-Mart Real Estate Business Trust parcel located at 3180 South 5600 West is one of two properties affected by the UDOT SR-172 (5600 W) & 3180 South Project which will construct a new traffic signal on 5600 West at the intersection with the entrance to Wal-Mart and Chick-Fil-A on the west side and Centennial Park on the east side, and is scheduled to be constructed in 2025. The actual project location is 3240 South 5600 West. Wal-Mart has donated the Warranty Deed and Temporary Construction Easement to allow for construction of the project.

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 the items on the Consent Agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

**NEW BUSINESS**

**A. RESOLUTION 25-85: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR DRUG OVERDOSE MITIGATION**

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Mayor Lang discussed proposed Resolution 25-85 that would authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Drug Overdose Mitigation.

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

West Valley City, through the Healthy West Valley Committee, will use the funding provided through the Overdose Data to Action Proposal to educate residents on the opioid crisis, how it may impact residents of the city, and resources available to the community. The grant provided totals to \$20,000 and will be completed by August 2025. The grant will include efforts to educate residents about the opioid crisis, what opioid misuse is, and resources available to the community.

They will do so in four meaningful ways.

1. Hire a short-term intern to support the efforts of the grant.
2. Create an opioid education toolkit (written literature) that will be provided in English and Spanish to the community through public outreach events. The toolkit will include information on what opioid misuse is, how a person can prevent misuse, and resources available to support residents in need.
3. Create an online format of the toolkit, available in short-video format educating residents on the issues and resources that will be available on Instagram, the City website, and YouTube.
4. Provide four training courses across the City to provide resources and education on the opioid crisis. The training will also include information on naloxone and first aid resources.
5. Participate in the “Partners in the Park” events held throughout the City, in partnership with University Neighborhood Partners (UNP) and coordinate with harm reduction services to table at the event to ensure education can be provided to communities in a low-stakes environment.

Councilmember Whetstone clarified that the resources can be used citywide and are not subject to the zip codes listed in the agreement. Craig Thomas, Community and Culture Director, stated that the zip codes only applied to the locations where the citizen survey was issued. He noted that the information would be shared with all residents in the community.

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

Councilmember Whetstone moved to approve.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

**MOTION TO ADJOURN**

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JUNE 10, 2025 WAS ADJOURNED AT 7:00 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, June 10, 2025.

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Nichole Camac, MMC  
City Recorder





West Valley City  
FY 2026 Executive Municipal Officers Compensation Increases  
Utah Code Section 10-3-818

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In accordance with Utah Code §10-3-818, which governs the compensation of municipal executive officers, total compensation for these positions is scheduled to increase from \$7,333,421 to \$7,338,677 in Fiscal Year 2026. This total reflects compensation for 49 executive officer positions and represents a modest adjustment to ensure continued alignment with market compensation levels.

# Accept Public Input Regarding Total Compensation Increase of Municipal Executive Officers for Fiscal Year 2025-2026

*A public meeting is being held in accordance with Utah Code §10-3-818, which requires municipalities to provide notice and allow public comment before approving compensation changes for executive officers.*

*Total compensation for these positions is scheduled to increase from \$7,333,421 to \$7,338,677 in Fiscal Year 2026.*

Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A  
Funding Source: \_\_\_\_\_ N/A  
Account #: \_\_\_\_\_ N/A  
Neighborhood: \_\_\_\_\_ N/A  
Budget Opening Required: ☐

**ISSUE:**  
Application: GP-2-2025  
Applicant: West Valley City

**SYNOPSIS:**  
A change to the City’s General Plan to provide a comprehensive update to the Major Street Plan.

**BACKGROUND:**  
The Major Street Plan defines street alignments and right-of-way widths for existing and proposed major streets within the City and is referenced several times in the City’s Zoning Ordinance. The City first adopted a Major Street Plan in August of 1980 as Ordinance 80-05. Since that time there have been numerous revisions made to this Plan as the City has grown and changed.

Staff is proposing a comprehensive update to the City’s Major Street Plan based on travel demand modeling for the year 2050 performed by the transportation consulting firm Parametrix. This effort was undertaken for the reasons listed below:

- Staff wanted to verify that the street right-of-way widths recommended in the Major Street Plan were still supported by the latest travel demand modeling.
- Staff is working on several updates to the General Plan to comply with State code requirements that must be met by the end of 2025. While making these State mandated changes like adopting station area plans and a water element, staff wanted the rest of the General Plan, which was last updated in 2015, to be refreshed.
- Staff is also preparing an update to the City’s transportation impact fees. This effort also requires travel demand modeling, but for a shorter planning horizon of 10 years to comply with State code. Staff retained Parametrix under one contract to run the travel demand model for the year 2034 (the project started last year) for the impact fees and for the year 2050 for the Major Street Plan.

**RECOMMENDATION:**  
The Planning Commission recommends approval.

**SUBMITTED BY:**  
Steve Pastorik, Community Development Director

1 WEST VALLEY CITY, UTAH

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3  
4 ORDINANCE NO. \_\_\_\_\_

5  
6  
7 Draft Date: \_\_\_\_\_  
8 Date Adopted: \_\_\_\_\_  
9 Effective Date: \_\_\_\_\_

10  
11  
12 AN ORDINANCE AMENDING THE WEST VALLEY CITY GENERAL PLAN  
13 TO UPDATE THE CITY'S MAJOR STREET PLAN.  
14

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

19  
20 WHEREAS, a public hearing before the City Council of West Valley City was held after  
21 being duly advertised as required by law; and

22  
23 WHEREAS, the City Council of West Valley City finds that such General Plan  
24 amendment should be made.

25  
26 NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City,  
27 Utah that the General Plan be amended as follows:

28  
29 SECTION 1. GENERAL PLAN AMENDMENT.

30  
31 The attached Major Street Plan shall be adopted as part of the General Plan.

32  
33 SECTION 2. GENERAL PLAN MAP AMENDMENT.

34  
35 The Major Street Plan shall be amended to show the changes.

36  
37 SECTION 3. EFFECTIVE DATE.

38  
39 This ordinance shall take effect immediately upon posting, as required by law.  
40  
41  
42

43                   **DATED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

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WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

- 1 - SR-201 North Frontage Rd
- 2 - SR-201 South Frontage Rd
- 3 - 6755 W
- 4 - 6505 W
- 5 - Anna Caroline Dr/5700 W
- 6 - High Market Dr
- 7 - Daybury Dr
- 8 - Commerce Center Dr
- 9 - Links Dr
- 10 - 2210 S
- 11 - Arnold Way
- 12 - 2365 S
- 13 - Decker Lake Dr
- 14 - Cultural Center Dr
- 15 - Terrace Ridge Dr
- 16 - Oquirrh Mesa Dr



### North/South Street Changes to Major Street Plan

Street	Segment	Current Designation	Proposed Designation
1300 W/Cultural Center Dr	3100 S to 4100 S	80' 5 Lane Minor Arterial	66' 3 Lane Collector
Redwood Rd	SR-201 to 4100 S	115' 7-8 Lane Major Arteri	106' 7 Lane Major Arteri
3600 W	SR-201 to 3100 S	66' 3 Lane Collector	80' 5 Lane Minor Arteria
4000 W	3500 S to 4700 S	80' 5 Lane Minor Arterial	66' 3 Lane Collector
4800 W	Lake Park Blvd to 4700 S	80' 5 Lane Minor Arterial	66' 3 Lane Collector
6505 W	Beagley Rd to SR-201 South Frontage Rd	Not included	66' 3 Lane Collector
6570 W	4365 S to 4700 S	Not included	66' 3 Lane Collector

### East/West Street Changes to Major Street Plan

Street	Segment	Current Designation	Proposed Designation
SR-201 South Frontage Rd	5370 W to 5600 W	Not included	66' 3 Lane Collector
Parkway Blvd	Bangerter Hwy to 5900 W	106' 7 Lane Major Arterial	106' 5 Lane Major Arteri
Parkway Blvd	Redwood Rd to Vespa Dr	80' 5 Lane Minor Arterial	66' 3 Lane Collector
2770 S	Redwood Rd to Parkway Blvd	80' 5 Lane Minor Arterial	66' 3 Lane Collector
3100 S	Mountain View Corridor to 2700 W	80' 5 Lane Minor Arterial	66' 3 Lane Collector
3100 S	Lester St to Cultural Center Dr	80' 5 Lane Minor Arterial	66' 3 Lane Collector
3500 S	Jordan River to Bangerter Hwy	115' 7-8 Lane Major Arteri	106' 7 Lane Major Arteri
3500 S	Mountain View Corridor to 7200 W	106' 7 Lane Major Arterial	80' 5 Lane Minor Arteria
4100 S	Jordan River to 3600 W	106' 7 Lane Major Arterial	100' 5 Lane Major Arteri
4365 S	6400 W to 6900 W	Not included	66' 3 Lane Collector
4700 S	6400 W to 6570 W	Not included	66' 3 Lane Collector
5200 S	SR-111 East Frontage Road to 6570 W	Not included	66' 3 Lane Collector

6200 S	Mountain View Corridor to SR-111	106' 7 Lane Major Arterial	100' 5 Lane Major Arteri
6200 S	SR-111 to Oquirrh Mesa Dr	106' 7 Lane Major Arterial	80' 5 Lane Minor Arteria
6200 S	Oquirrh Mesa Dr to City Boundary	80' 5 Lane Minor Arterial	66' 3 Lane Collector
6600 S	SR-111 to City Boundary	80' 5 Lane Minor Arterial	66' 3 Lane Collector

#### Intersection Improvement Changes to Major Street Plan

Intersection	Proposed Change	
Mountain View Corridor at SR-201, 3500 S, 4100 S, 5400 S, and 6200 S	Add these as intersection improvements	Reflects the planned up facility with grade sepa
5600 W at Parkway Blvd, 3100 S, 3500 S, 4100 S, 4700 S, and 5400 S	Remove these as intersection improvements	These intersections have
4800 W at 3100 S, 4100 S, and 4700 S	Remove these as intersection improvements	These intersections have
4800 W at SR-201	Add this as an intersection improvement	WFRC shows an overpass a
Bangerter Hwy at 2400 S and 4700 S	Remove these as intersection improvements	The future improvements at 2400 S and 4700 S is
3200 W at 4100 S and 4700 S	Remove these as intersection improvements	These intersections have
2700 W at SR-201	Add this as an intersection improvement	WFRC shows an overpass a
2400 W at 3800 S	Add this as an intersection improvement	Traffic model shows a ne
2200 W at 4100 S	Remove this as an intersection improvement	Improvements to be done
3100 S at 3450 W and 6400 W	Remove these as intersection improvements	Traffic model does not s intersections
4100 S at 6000 W	Remove this as an intersection improvement	This intersection has al
4100 S at 6400 W and 7200 W	Add these as intersection improvements	These improvements are n address the railroad cro



4700 S at 3200 W, 4520 W, and 4800 W	Remove these as intersection improvements	Traffic model does not s intersections
--------------------------------------	--	---

Changes highlighted in yellow impact the RM zone eligibility found in Section 7-5-101.

Reason for Change
Traffic model shows 3 lanes as sufficient
Center running BRT is no longer planned on Redwood
This lane configuration already exists
Traffic model shows 3 lanes as sufficient
Traffic model shows 3 lanes as sufficient
This road already exists
This road is needed to support future development

Reason for Change
This road already exists
This lane configuration already exists with the landscaped median and additional lanes are not needed
Traffic model shows 3 lanes as sufficient
Traffic model shows 3 lanes as sufficient
Traffic model shows 3 lanes as sufficient
Traffic model shows 3 lanes as sufficient
Center running BRT is no longer planned on this section of 3500 S
Traffic model shows 5 lanes as sufficient
Traffic model shows 5 lanes as sufficient
This road is needed to support future development
This road is needed to support future development
This road is needed to support future development

Traffic model shows 5 lanes as sufficient
Traffic model shows 5 lanes as sufficient
Traffic model shows 3 lanes as sufficient
Traffic model shows 3 lanes as sufficient

Reason for Change
late to Mountain View Corridor as a freeway rated interchanges
already been improved
already been improved
at this location
to Bangerter Hwy do not include an interchange already underway
already been improved
at this location
ed for a traffic signal at this intersection
by UDOT
show a need for improvements at these
ready been improved
needed to support future development and to ssing

show a need for improvements at these

Street	Segment	Current Designation
1300 W/Cultural Center Dr	3100 S to 4100 S	80' 5 Lane Minor Arterial
4000 W	3500 S to 4700 S	80' 5 Lane Minor Arterial
4800 W	Lake Park Blvd to 4700 S	80' 5 Lane Minor Arterial
Parkway Blvd	Redwood Rd to Vespa Dr	80' 5 Lane Minor Arterial
2770 S	Redwood Rd to Parkway Blvd	80' 5 Lane Minor Arterial
3100 S	Mountain View Corridor to 2700 W	80' 5 Lane Minor Arterial
3100 S	Lester St to Cultural Center Dr	80' 5 Lane Minor Arterial
3500 S	Mountain View Corridor to 7200 W	106' 7 Lane Major Arterial
6200 S	Oquirrh Mesa Dr to City Boundary	80' 5 Lane Minor Arterial
6600 S	SR-111 to City Boundary	80' 5 Lane Minor Arterial

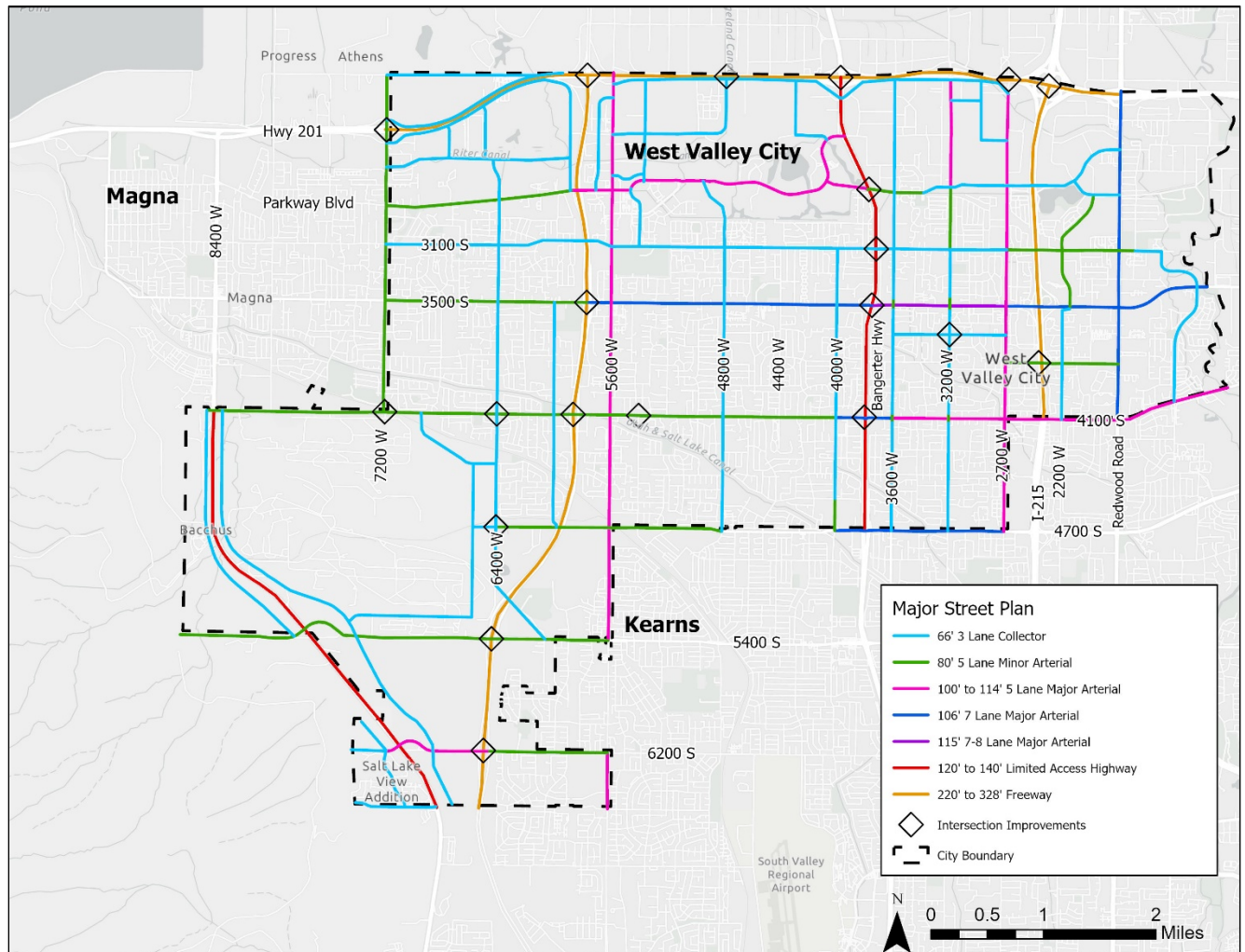
Proposed Designation
66' 3 Lane Collector
66' 3 Lane Collector
66' 3 Lane Collector
66' 3 Lane Collector
66' 3 Lane Collector
66' 3 Lane Collector
66' 3 Lane Collector
80' 5 Lane Minor Arterial
66' 3 Lane Collector
66' 3 Lane Collector



# WEST VALLEY CITY MAJOR STREET PLAN

The West Valley City Major Street Plan identifies the desired future network for the City and intersection improvements. These recommendations are based on the future needs of the City, including forecasted travel demand. Figure 1 below shows the Major Street Plan by facility width and type and identifies desired intersection improvements. Table 1 identifies the individual roadway improvements and Table 2 lists intersection improvements.

**Figure 1: Major Street Plan**



**Table 1: Required Roadway Improvements**

<b>Project Location</b>	<b>Extent 1 (N/E)</b>	<b>Extent 2 (S/W)</b>	<b>Future Functional Class</b>	<b>Project Type</b>
<b>Highway 111 Frontage Rd (West)</b>	4100 S	5400 S	3 Lane Collector	New Construction
<b>Highway 111 Frontage Rd (West)</b>	6200 S	6600 S	3 Lane Collector	New Construction
<b>Highway 111 Frontage Rd (East)</b>	4100 S	6600 S	3 Lane Collector	New Construction
<b>Oquirrh Mesa Drive</b>	Northern City limit	6200 S	3 Lane Collector	New Construction
<b>6200 South</b>	Oquirrh Mesa Dr	City limit	3 Lane Collector	New Construction
<b>5700 West</b>	Existing Terminus	5600 W	3 Lane Collector	New Construction
<b>Arnold Way</b>	Hwy 201 S Frontage Rd	2400 South	3 Lane Collector	New Construction
<b>2210 South</b>	3200 W	Arnold Way	3 Lane Collector	New Construction
<b>2400 South</b>	2700 W	Arnold Way	3 Lane Collector	New Construction
<b>5900 West</b>	Beagley Rd	Parkway Blvd	3 Lane Collector	New Construction
<b>Terrace Ridge Drive</b>	4100 S	6400 W	3 Lane Collector	New Construction
<b>6500 West</b>	Terrace Ridge Dr	5300 S	3 Lane Collector	New Construction
<b>4700 South</b>	6400 W	6500 W	3 Lane Collector	New Construction
<b>5300 South</b>	6500 W	Highway 111 Frontage Rd (East)	3 Lane Collector	New Construction
<b>6200 South</b>	Mountain View Corridor	Oquirrh Mesa Dr	5 Lane Major Arterial	Widening/Restriping
<b>6200 South</b>	5600 W	Mountain View Corridor	5 Lane Minor Arterial	Widening/Restriping
<b>6600 South</b>	Highway 111	Western City limit	3 Lane Collector	Widening/Restriping
<b>4100 South</b>	6000 W	Highway 111	5 Lane Minor Arterial	Widening/Restriping
<b>3100 South</b>	MVC	7200 W	3 Lane Collector	Widening/Restriping
<b>6505 West</b>	Hwy 201 S Frontage Rd	Parkway Blvd	3 Lane Collector	Widening/Restriping
<b>Hwy 201 N Frontage Road</b>	2100 S	7200 W	3 Lane Collector	Widening/Restriping
<b>6400 West</b>	W Beagley Rd	Terrace Ridge	3 Lane Collector	Widening/Restriping
<b>6000 West</b>	3500 S	4700 S	3 Lane Collector	Widening/Restriping
<b>4000 West</b>	3100 S	3500 S	3 Lane Collector	Widening/Restriping
<b>3650 South</b>	2700 W	3600 W	3 Lane Collector	Widening/Restriping
<b>1200 West</b>	3300 S	4100 S	3 Lane Collector	Widening/Restriping



**Table 2: Required Intersection Improvements**

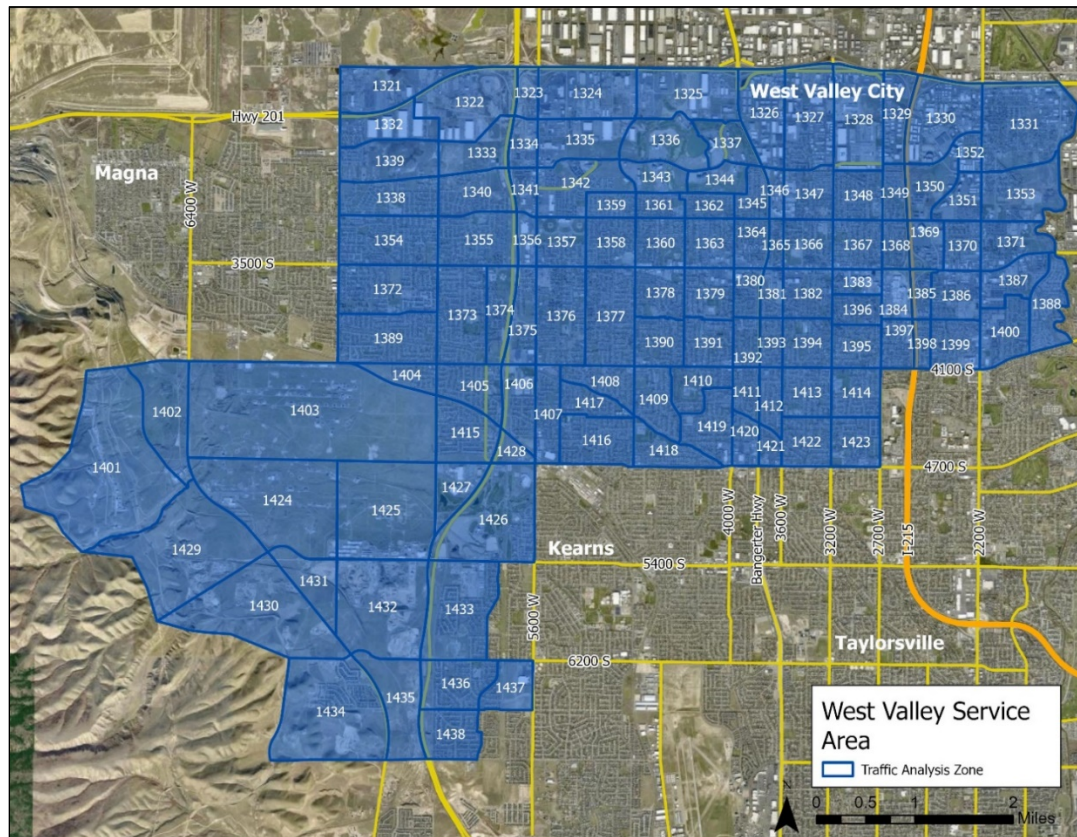
N/S Cross Street	E/W Cross Street
I-215	Highway 201
2400 West	3800 South
2700 West	Highway 201
3200 West	3650 South
Bangerter Hwy	Highway 201
Bangerter Hwy	Parkway Blvd
Bangerter Hwy	3100 South
Bangerter Hwy	3500 South
Bangerter Hwy	4100 South
4800 West	Highway 201
5400 West	4100 South
Mountain View Corridor	Highway 201
Mountain View Corridor	3500 South
Mountain View Corridor	4100 South
Mountain View Corridor	5400 South
Mountain View Corridor	6200 South
6400 West	4100 South
6400 West	4700 South
7200 West	Highway 201
7200 West	4100 South

## Travel Demand Analysis

Future travel demand was forecasted using the Wasatch Front Travel Demand Model, version 9.0.2. For the purposes of this analysis socioeconomic forecasts within the study area were refined with close coordination with City staff. Figure 2 shows the West Valley Service Area and the traffic analysis zone structure. Table 2 provides a summary of the socioeconomic data for existing and forecast years that were developed for this analysis.

Build and no-build conditions were modeled for each forecast year. For the build scenarios, the Impact Fee Facility Plan projects were assumed for 2034 and the Major Street Plan network was assumed for 2050. For the no-build scenarios, the existing 2024 roadway network was assumed.

**Figure 2: TAZ Structure**



**Table 2: SE Summary**

	West Valley City Projections		
	2024	2034	2050
<b>Population</b>	145,562	149,876	159,033
<b>Households</b>	43,622	48,819	58,350
<b>Employment</b>	85,873	89,539	95,364

## Results

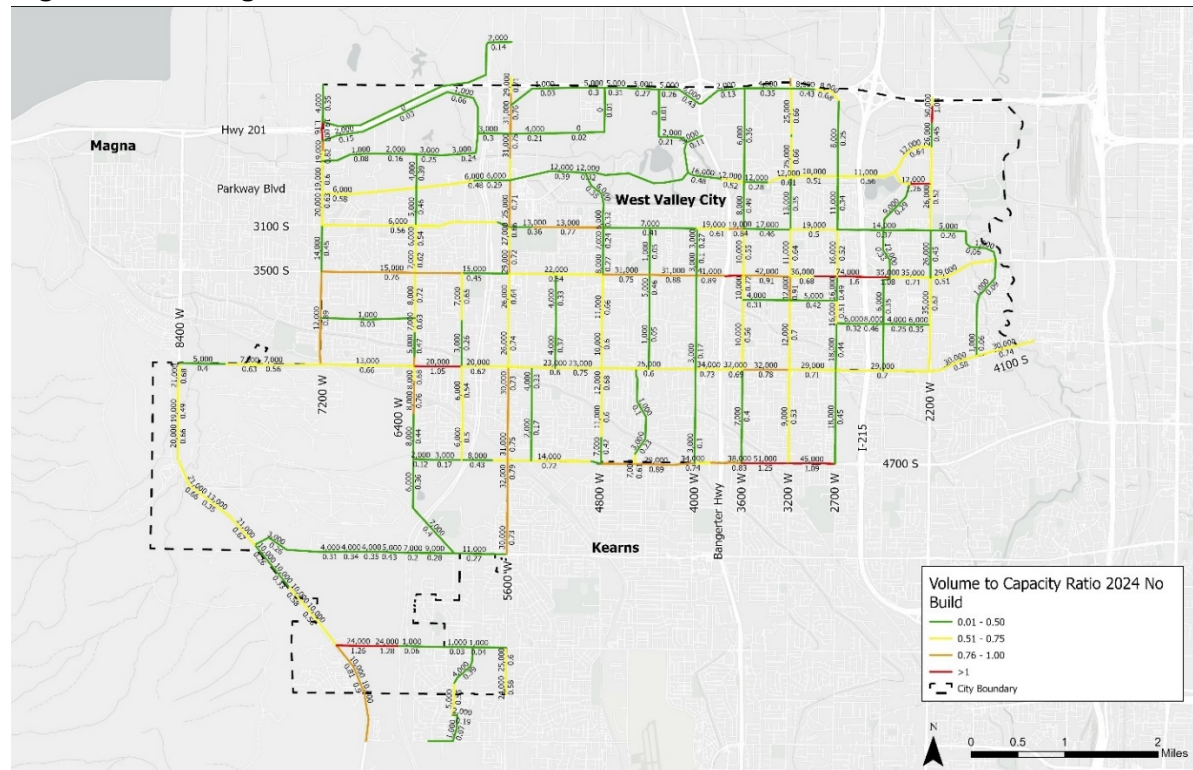
The results of the travel demand analysis are summarized in Figures 3 – 7 below. Results are displayed as the percentage of daily capacity being utilized for each roadway segment, based on a level of service (LOS) D standard. Level of service standards are defined in the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2018 (7th Edition) where LOS D is defined by traffic levels which represent "approaching unstable flow." Table 3 summarizes the daily traffic capacity thresholds used in the West Valley City analysis.

**Table 3: Daily Capacity Level of Service D in West Valley City**

Lanes	Maximum Daily Traffic Capacity Estimates (Suburban)			
	Arterial		Collector	
	≥ ½ Mile Signal Spacing		< ½ Mile Signal Spacing	
2	12,500	11,200	11,300	9,800
3	19,100	17,500	16,000	13,500
4	38,300	30,900	32,500	22,700
5	41,000	37,200	35,000	31,000
6	52,800	-	46,000	-
7	57,000	-	50,000	-

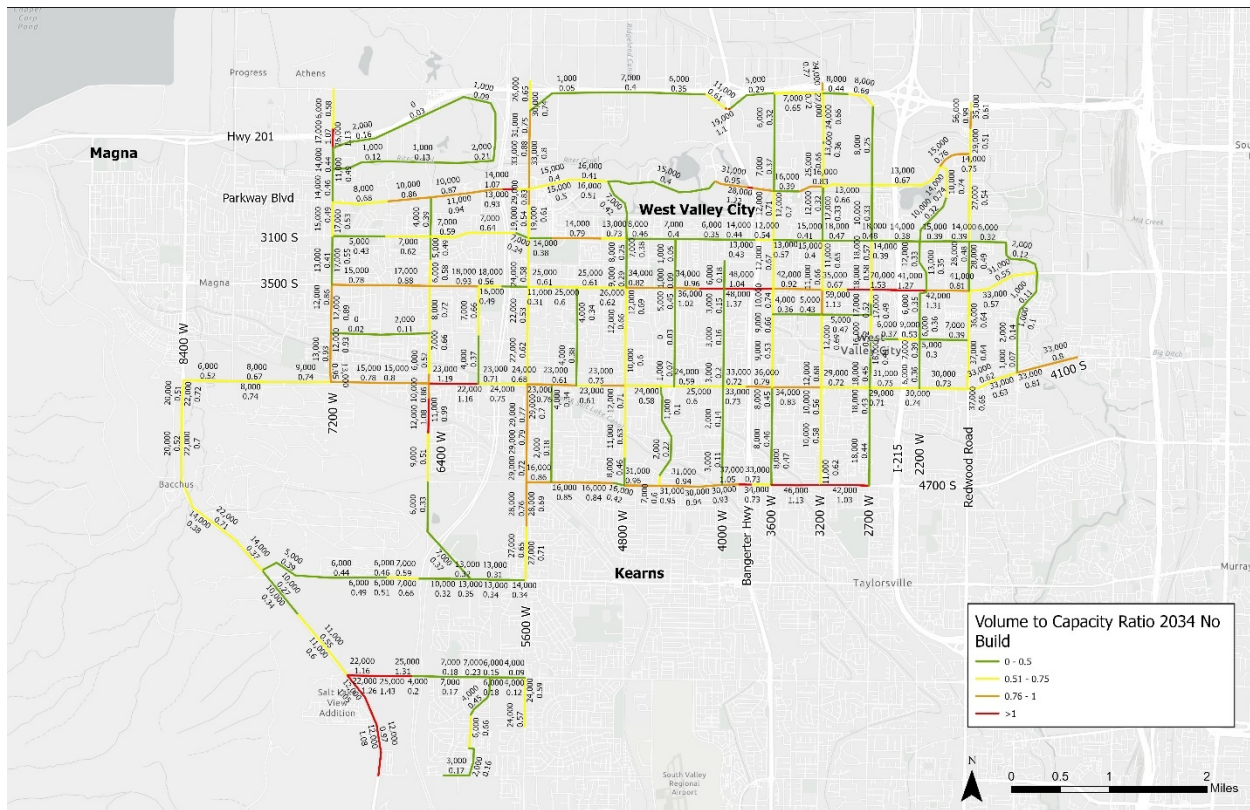
Source: Parametrix

**Figure 3: Existing Level of Service**

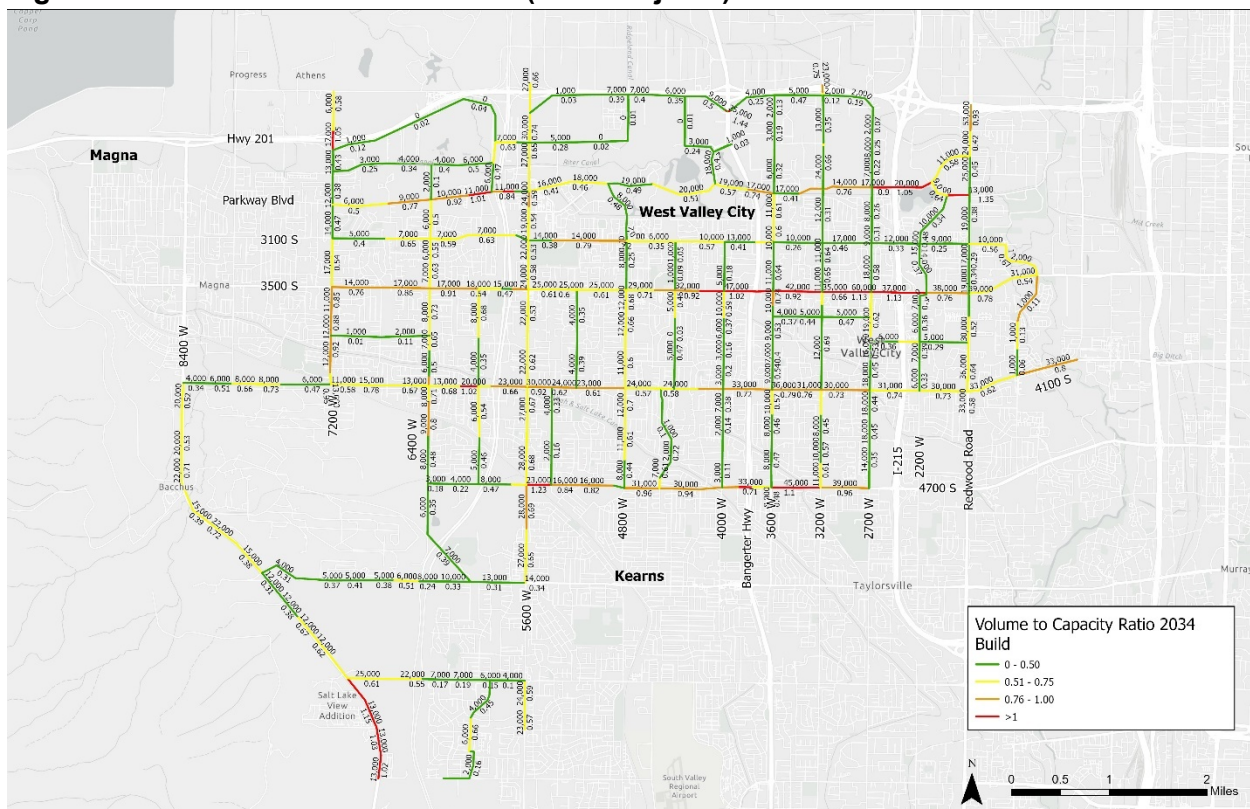


**Figure 4: 2034 No-build Level of Service**



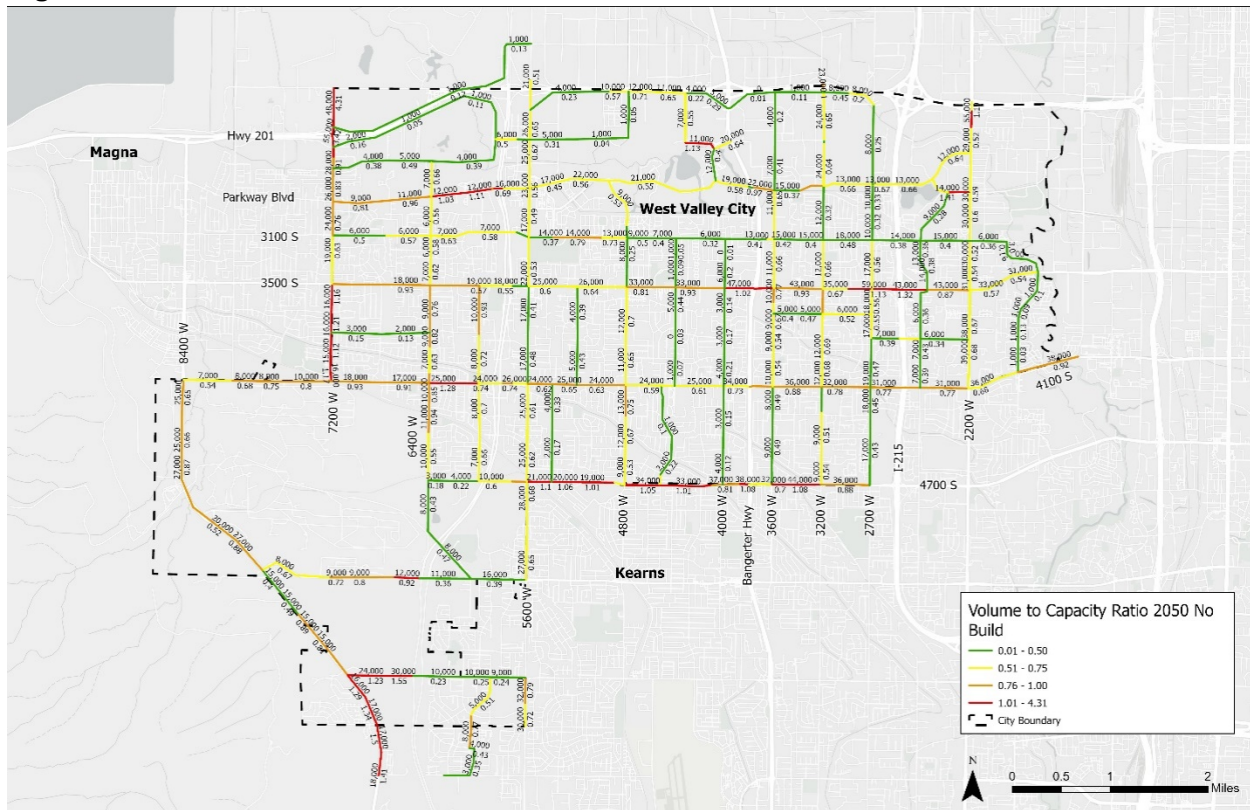


**Figure 5: 2034 Build Level of Service (IFFP Projects)**

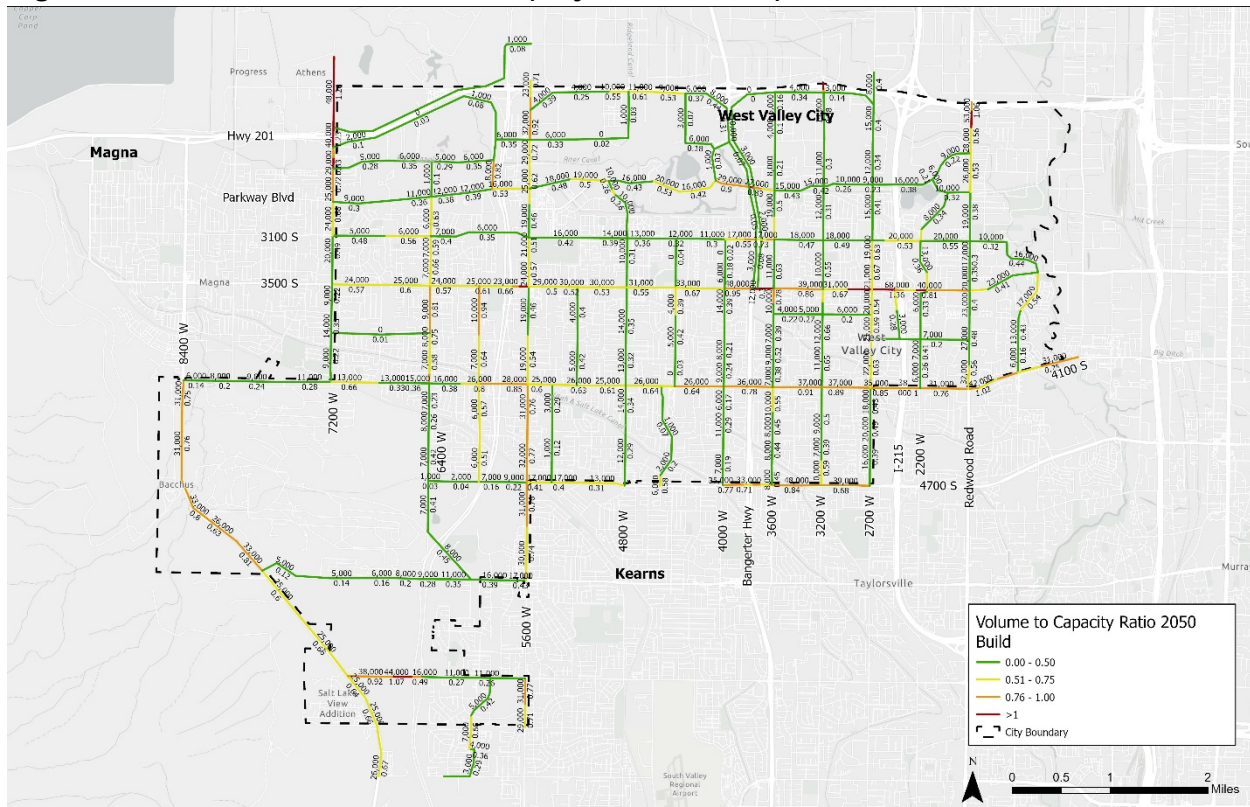




**Figure 6: 2050 No-build Level of Service**



**Figure 7: 2050 Build Level of Service (Major Street Plan)**



**MINUTES OF THE WEST VALLEY CITY PLANNING COMMISSION  
PUBLIC HEARING MAY 14, 2025**

THE WEST VALLEY CITY PLANNING COMMISSION MET IN REGULAR SESSION ON WEDNESDAY, MAY 14, 2025 AT 4:00 PM IN WEST VALLEY CITY HALL, 3600 CONSTITUTION BLVD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY CHAIR MATHEW LOVATO.

THE FOLLOWING MEMBERS WERE PRESENT:

Mathew Lovato, Chair  
Martell Winters, Vice Chair  
Darrick Porter, Commissioner  
Nancy Drozdek, Commissioner  
Rob Durfee, Commissioner  
Pauline Matagi, Commissioner

PLANNING DIVISION STAFF PRESENT:

Steve Pastorik, CD Director  
Brock Anderson, P&Z Senior Planner  
Jody Knapp, P&Z Zoning Administrator  
Steve Lehman, P&Z Planning Manager  
Julie Davis, P&Z Administrative Assistant

LEGAL DEPARTMENT:

Brandon Hill, City Attorney

Application #: GP-2-2025  
Applicant: West Valley City  
Request: Adopt a comprehensive update to the City's Major Street Plan

The Major Street Plan defines street alignments and right-of-way widths for existing and proposed major streets within the City and is referenced several times in the City's Zoning Ordinance. The Major Street Plan is used to:

- determine building setbacks along major streets that have yet to be widened (Section [7-2-111](#));
- identify streets needing right-of-way dedication as part of a subdivision (Section [7-13-202](#)); and
- clarify certain land use regulations relating to:
  - greenhouses and garden centers (Section [7-7-113](#)),
  - zone change eligibility criteria (Section [7-5-101](#)),
  - shared parking (Section [7-9-105](#)),
  - tobacco oriented businesses (Section [7-7-125](#)), and
  - walls for double frontage lots (Section [7-13-705](#)).

The City first adopted a Major Street Plan in August of 1980 as Ordinance 80-05. Since that time

there have been numerous revisions made to this Plan as the City has grown and changed.

Staff is proposing a comprehensive update to the City's Major Street Plan based on travel demand modeling for the year 2050 performed by the transportation consulting firm Parametrix. This effort was undertaken for the reasons listed below:

- Staff wanted to verify that the street right-of-way widths recommended in the Major Street Plan were still supported by the latest travel demand modeling.
- Staff is working on several updates to the General Plan to comply with State code requirements that must be met by the end of 2025. While making these State mandated changes like adopting station area plans and a water element, staff wanted the rest of the General Plan, which was last updated in 2015, to be refreshed.
- Staff is also preparing an update to the City's transportation impact fees. This effort also requires travel demand modeling, but for a shorter planning horizon of 10 years to comply with State code. Staff retained Parametrix under one contract to run the travel demand model for the year 2034 (the project started last year) for the impact fees and for the year 2050 for the Major Street Plan.

Included with this report is the current Major Street Plan, the proposed Major Street Plan, and a spreadsheet that identifies all the proposed changes. These changes fall into one of the following categories:

1. A reduction in street right-of-way width to reflect the results of the travel demand modeling or the removal of a previously planned bus rapid transit (BRT) project;
2. A street addition to support anticipated new development or to reflect an existing major street;
3. An increase in street right-of-way width to reflect existing conditions;
4. A new street category to illustrate the difference between 5 lane streets with 80' rights-of-way and 5 lane streets with wider right-of-way for things like shoulders, bike lanes, and landscaped medians;
5. The removal of intersection improvements to reflect the results of the travel demand modeling or improvements that were already installed; and
6. The addition of intersection improvements to reflect improvements planned by UDOT, improvements in Wasatch Front Regional Council's Regional Transportation Plan, and improvements needed to support new development.

An unintended consequence of the proposed changes is the effect on the zone change eligibility criteria in Section [7-5-101](#). To be eligible to rezone property to the RM (Multiple Unit Dwelling Residential) zone, a property must meet one of the following four requirements plus other requirements found in the same section:

1. have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet (for properties under two acres) or 100 feet (for properties two acres or larger) as indicated on the Major Street Plan;
2. be adjacent to existing multifamily residential development on two sides;
3. be located west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station, or the Redwood Junction light rail station; or

4. if the property is vacant, was vacant as of January 19, 2021, will be an exempt housing development under [24 CFR 100.304](#) or successor regulation with a density no greater than seven units per acre, and have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet.

There are 7 streets where the right-of-way width is being reduced from 80' to 66' and one street where the right-of-way width is being reduced from 106' to 80'. These changes are highlighted in yellow on the attached spreadsheet and will reduce the number of properties eligible for RM zoning. If the City does not want to reduce the number of properties eligible for RM zoning, Section [7-5-101](#) should be modified.

**Staff Alternatives:**

1. Approval. The Major Street Plan update should be approved.
2. Continuance. This application should be continued for reasons determined during the public hearing.
3. Denial.

**Discussion:** Steve Pastorik presented. The Commission expressed a desire to amend the ordinance to maintain eligibility for properties currently eligible for RM zoning despite street changes. Commissioner Matagi asked if there is a timeline and selection process for future projects. Steve Pastorik replied that the timeline is not fixed and depends on various factors such as development and funding availability. Also, the City may require developers to provide property or improvements for projects.

**Motion:** Commissioner Durfee motioned to approve GP-2-2025 conditional on Staff presenting an ordinance in the future that would maintain the eligibility of properties currently eligible to apply for RM zoning. Commissioner Porter seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS--GP-2-2025--APPROVED

**MOTION TO ADJOURN:**

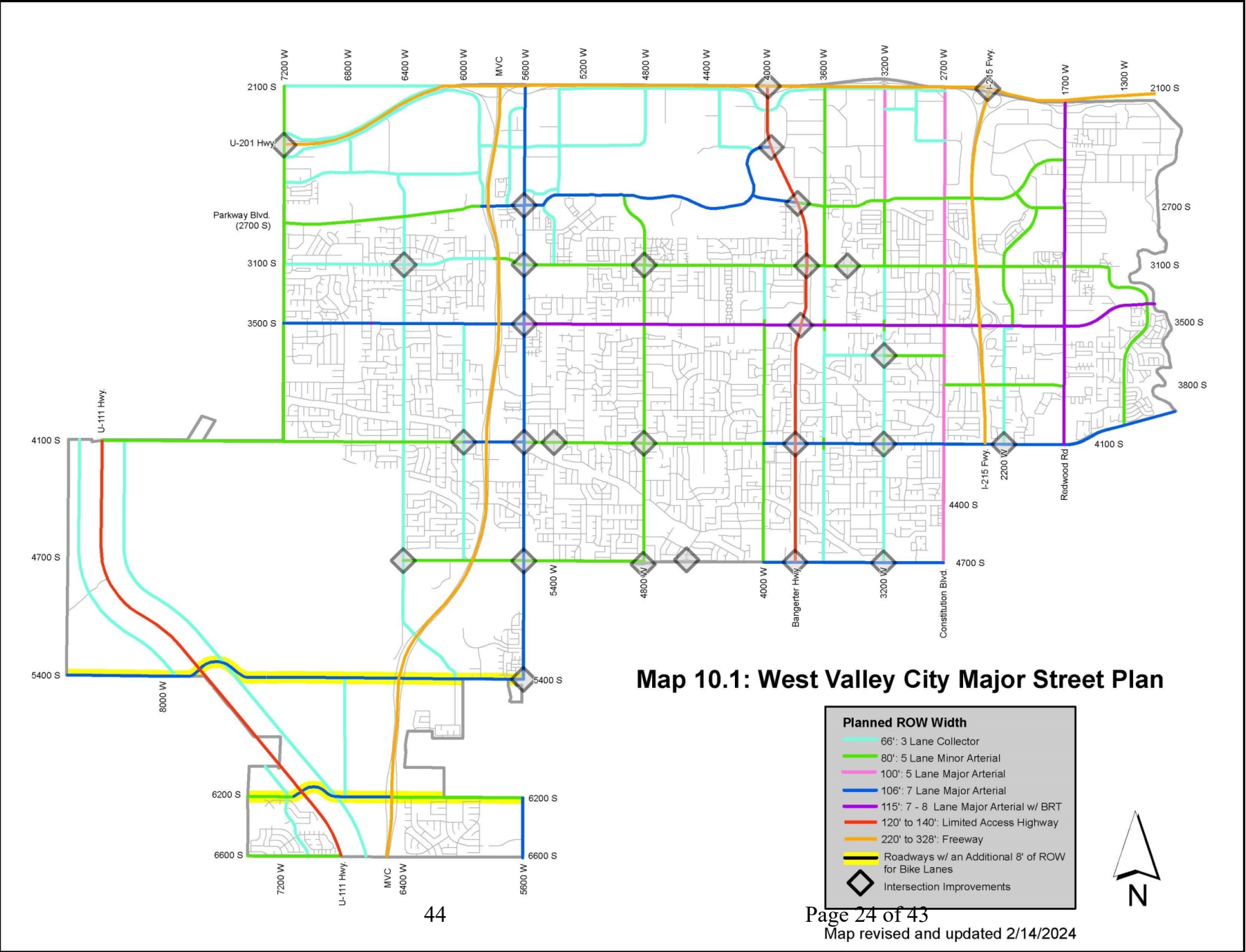
There being no further business, Commissioner Winters moved to adjourn the meeting at 4:33pm. I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Public Hearing of the West Valley City Planning Commission held May 14, 2025.

Respectfully submitted,  
*Julie Davis*  
Julie Davis, Admin Assistant



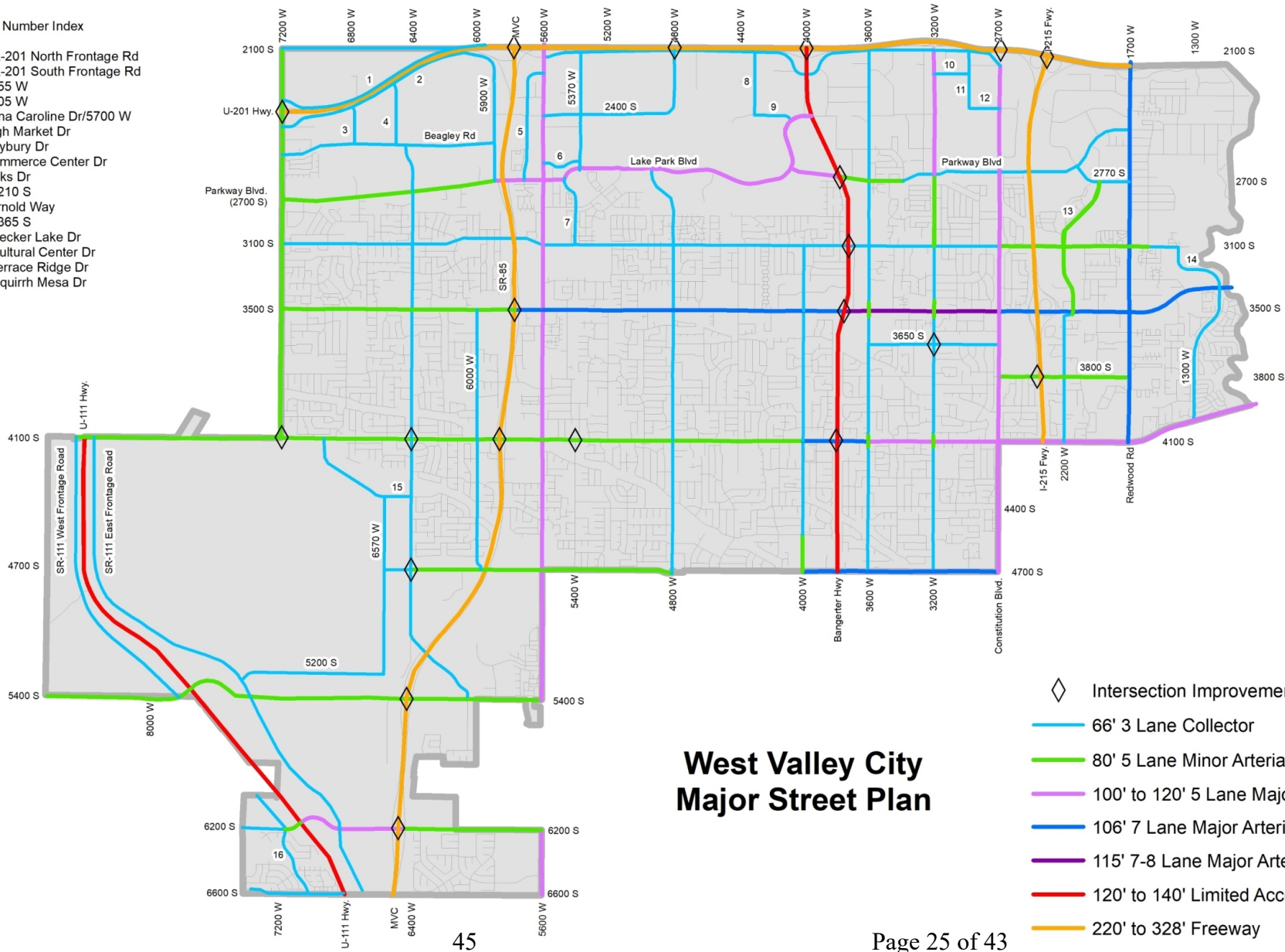
# GP-2-2025

- Applicant: West Valley City
- Request: A change to the City's General Plan to provide a comprehensive update to the Major Street Plan.
- Staff: Steve Pastorik



Street Number Index

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- 15 - Terrace Ridge Dr
- 16 - Oquirrh Mesa Dr



- ◇ Intersection Improvements
- 66' 3 Lane Collector
- 80' 5 Lane Minor Arterial
- 100' to 120' 5 Lane Major Arterial
- 106' 7 Lane Major Arterial
- 115' 7-8 Lane Major Arterial
- 120' to 140' Limited Access Highway
- 220' to 328' Freeway

West Valley City  
Major Street Plan

# RM Zone Eligibility on Major Streets

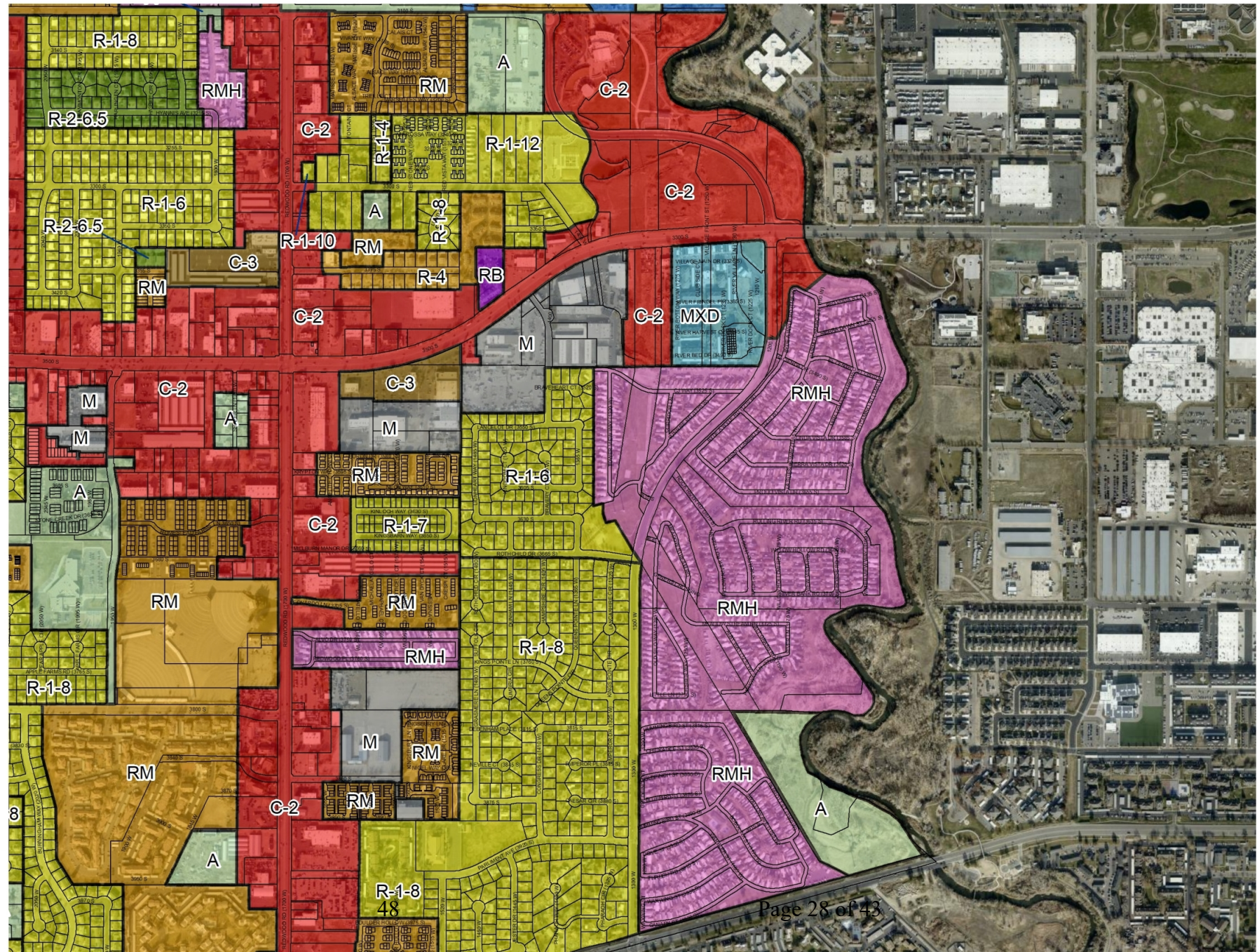
- Properties with access and frontage on a road with less than 80' of right-of-way are not eligible for RM zoning.
- Properties with access and frontage on an 80' right-of-way are eligible for RM zoning if they are:
  - at least 20,000 square feet if developed or
  - at least 1 acre if vacant and
  - less than 2 acres (exception granted for senior housing).
- Properties with access and frontage on a road with at least 100' right-of-way are eligible for RM zoning if they are:
  - at least 20,000 square feet if developed or
  - at least 1 acre if vacant. (There is no upper area limit.)

# Major Street Plan Changes Effecting RM Zoning Eligibility

Street	Segment	Current Designation	Proposed Designation
1300 W/Cultural Center Dr	3100 S to 4100 S	80' 5 Lane Minor Arterial	66' 3 Lane Collector
4000 W	3500 S to 4550 S	80' 5 Lane Minor Arterial	66' 3 Lane Collector
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6200 S	Oquirrh Mesa Dr to City Boundary SR-111 to Oquirrh Mesa Dr	80' 5 Lane Minor Arterial 106' 7 Lane Major Arterial	66' 3 Lane Collector 80' 5 Lane Minor Arterial
6600 S	SR-111 to City Boundary	80' 5 Lane Minor Arterial	66' 3 Lane Collector

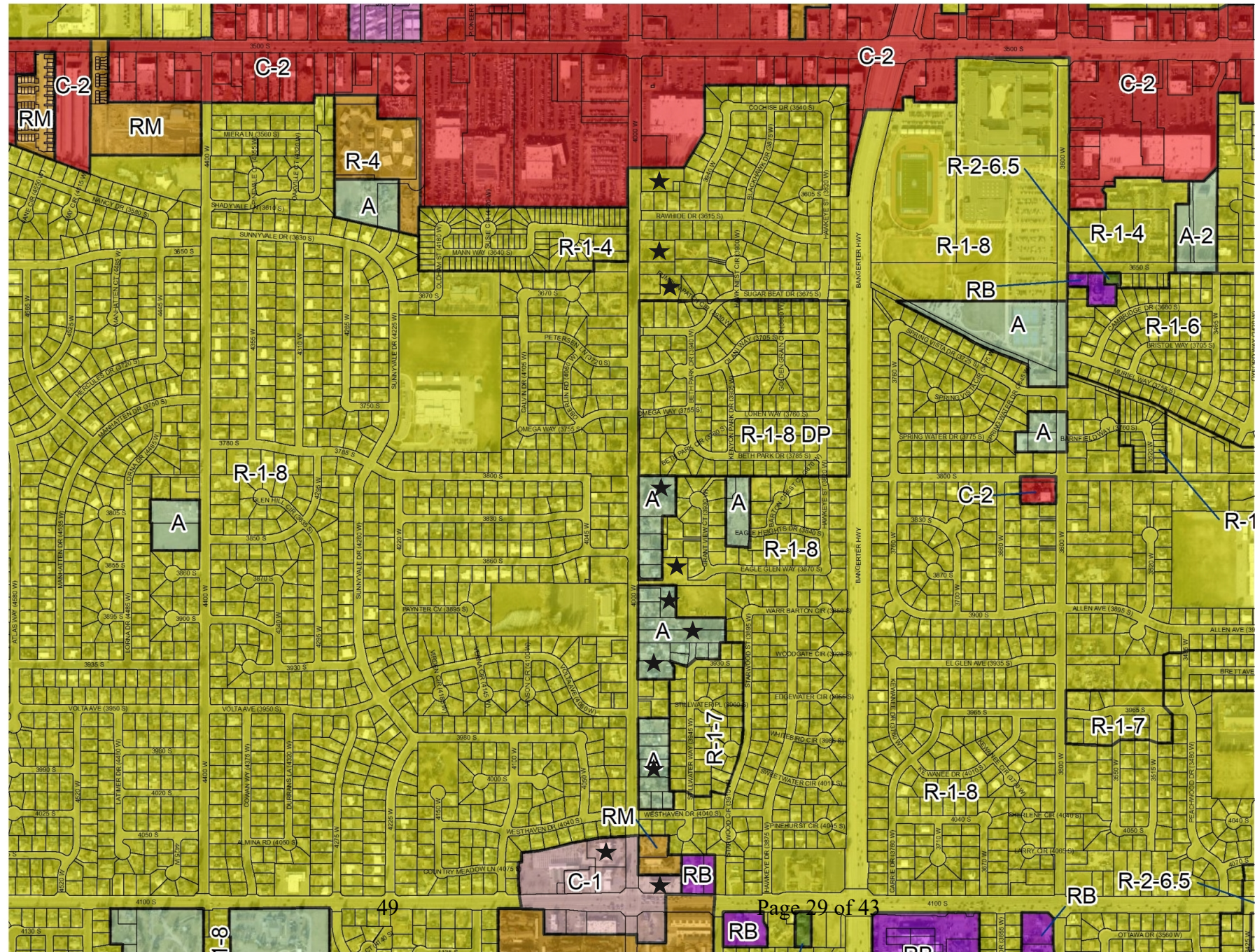


# 1300 W /Cultural Center Dr. from 3100 S to 4100 S

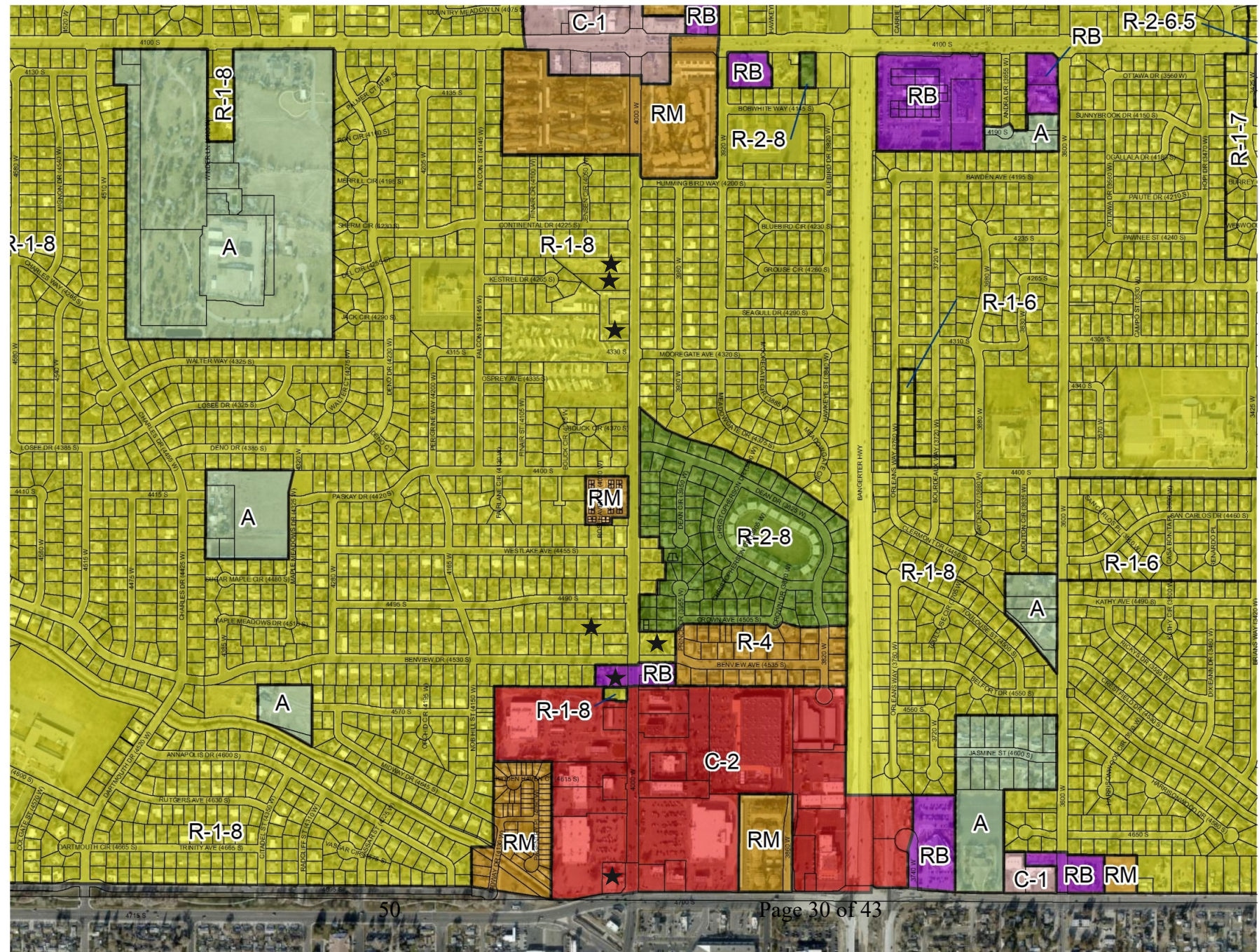




4000 W  
from 3500 S  
to 4100 S

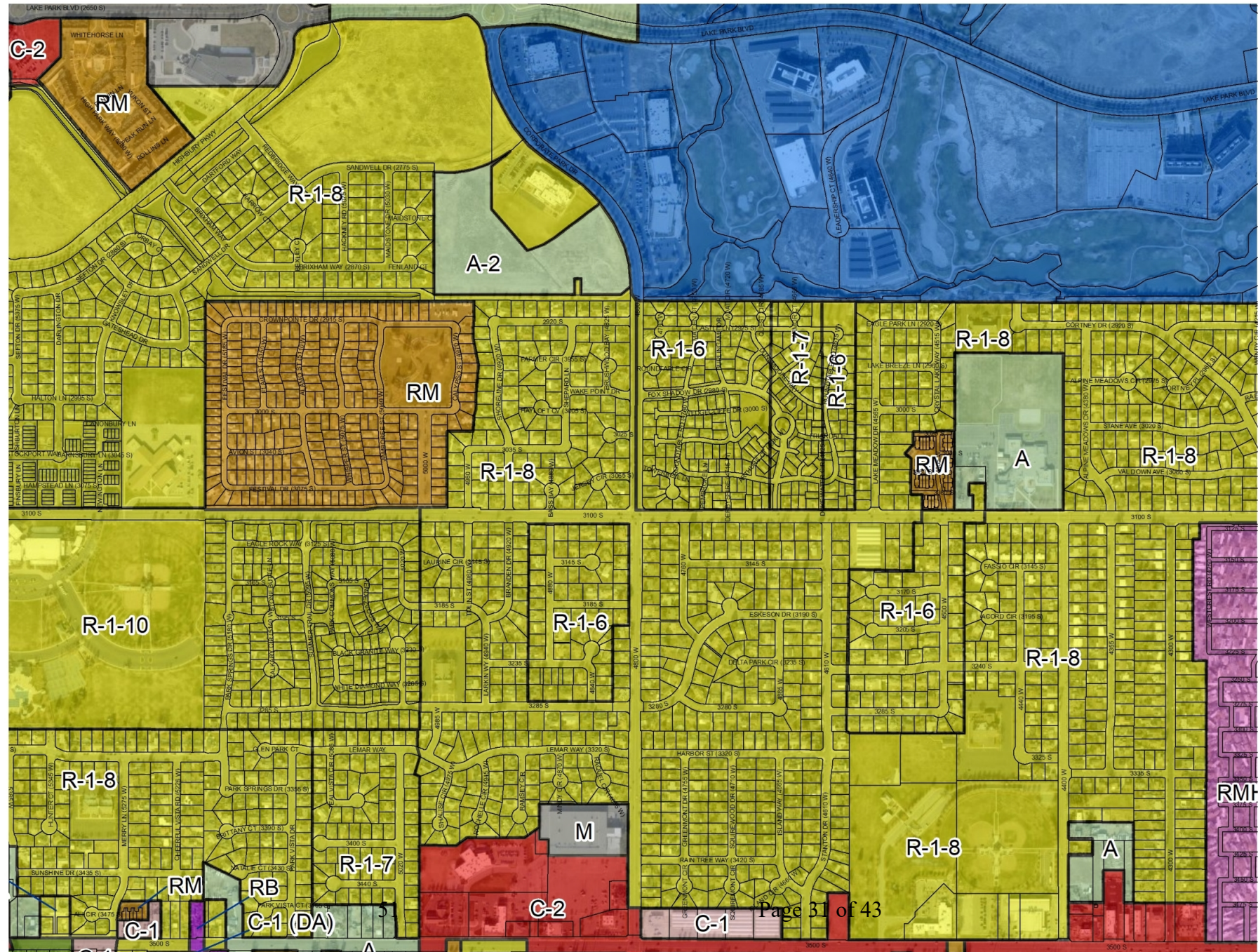






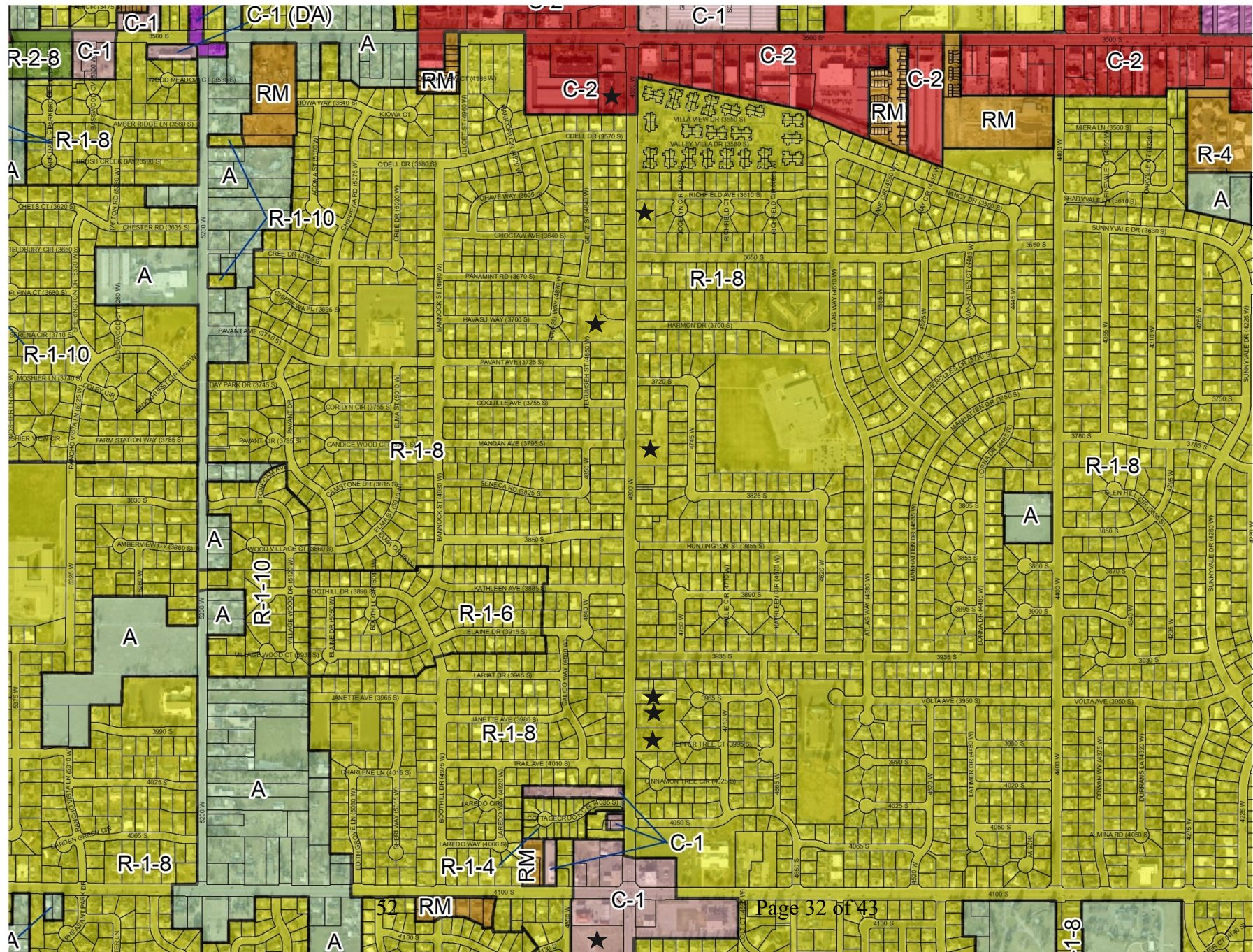


4800 W  
from Lake  
Park Blvd.  
to 3500 S



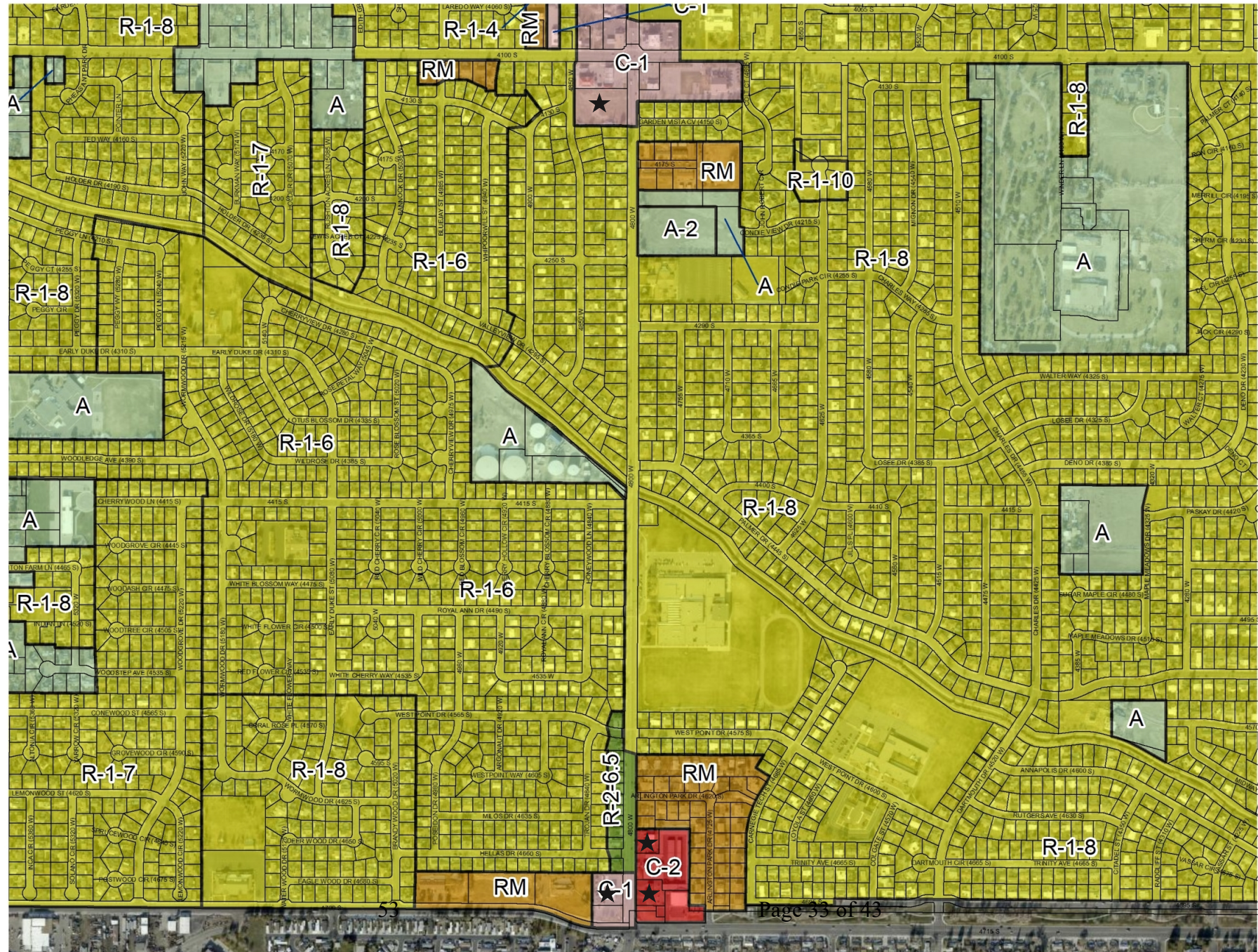


4800 W  
from 3500 S  
to 4100 S





4800 W  
from 4100 S  
to 4700 S

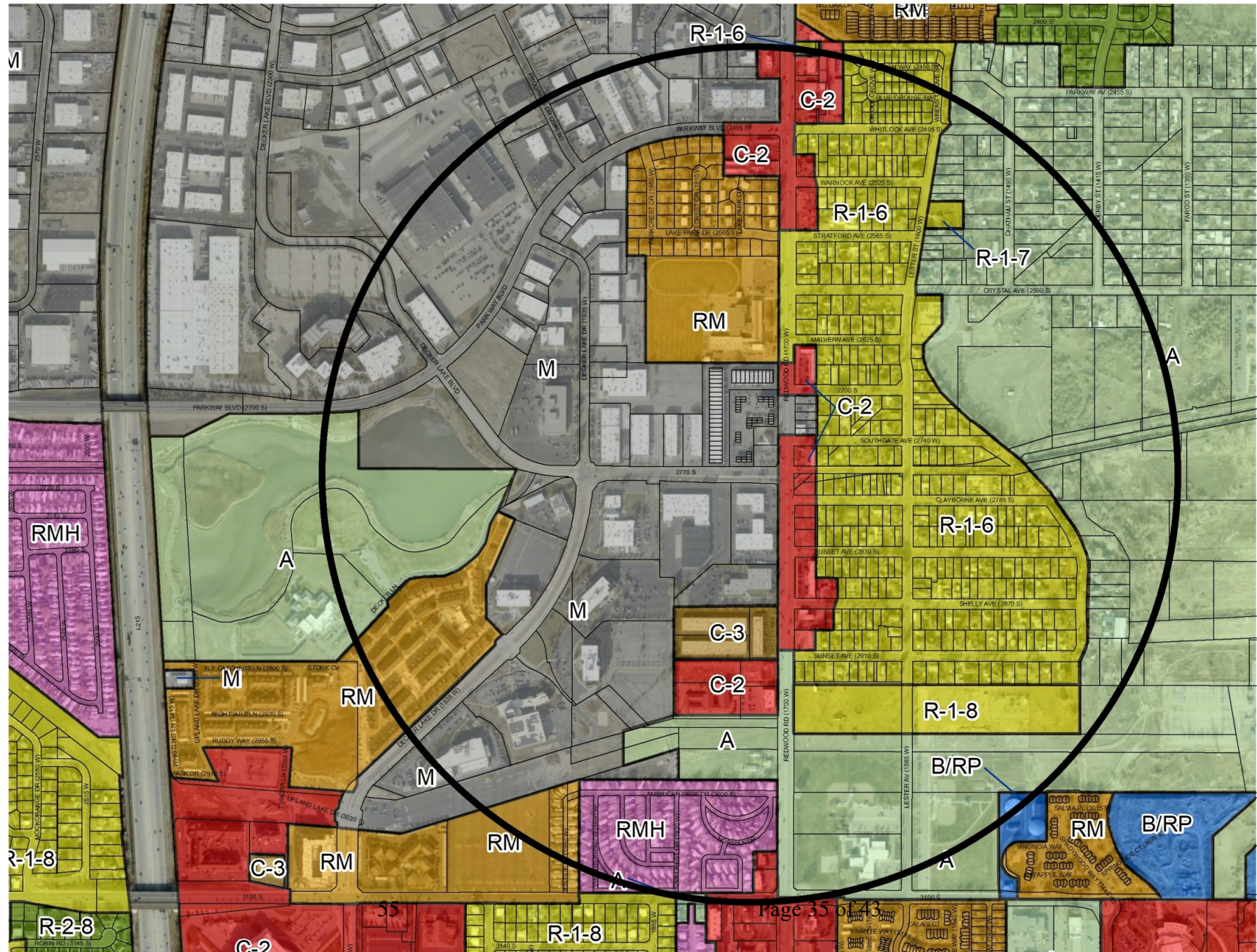






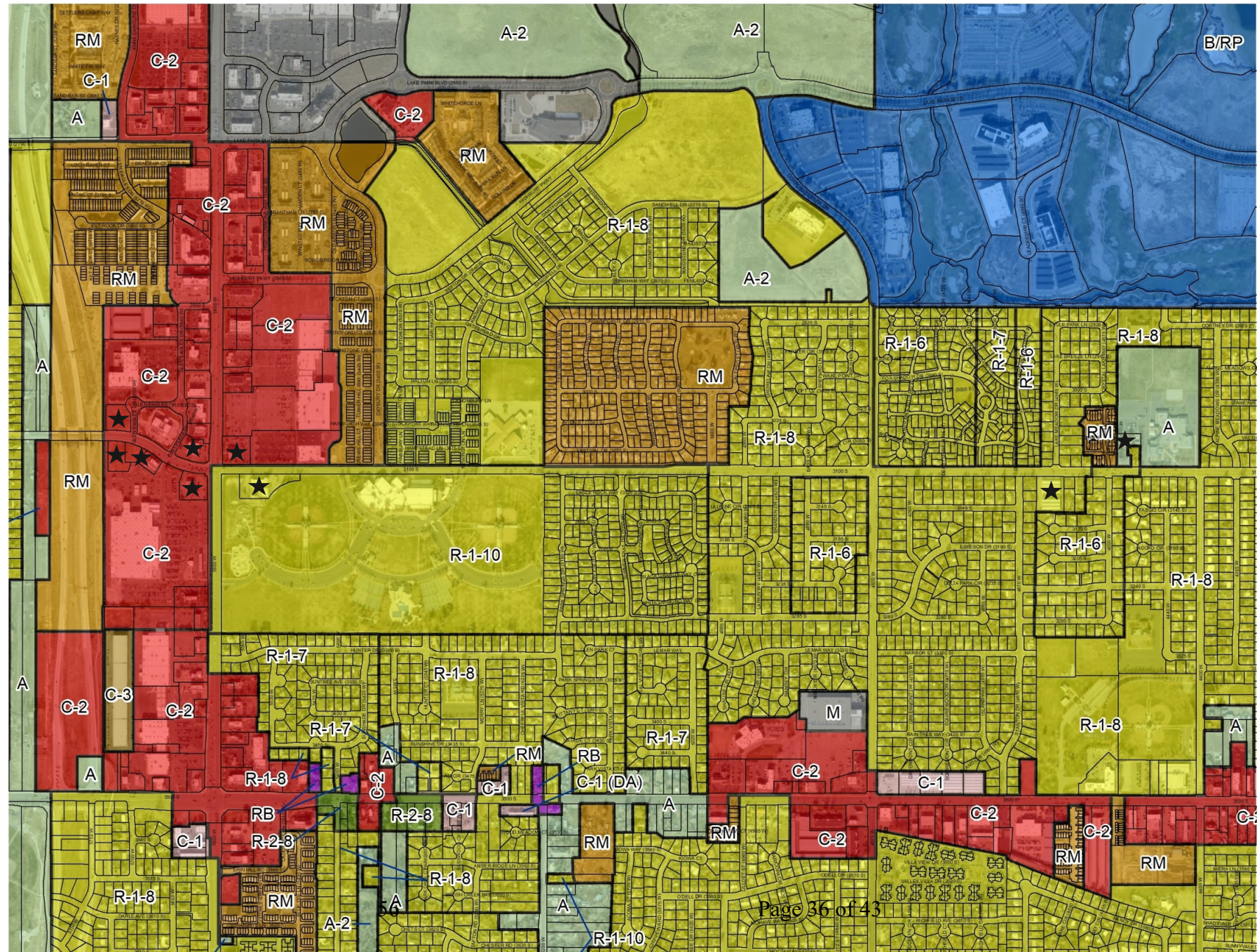


# 2770 S from Redwood Rd. to Parkway Blvd.



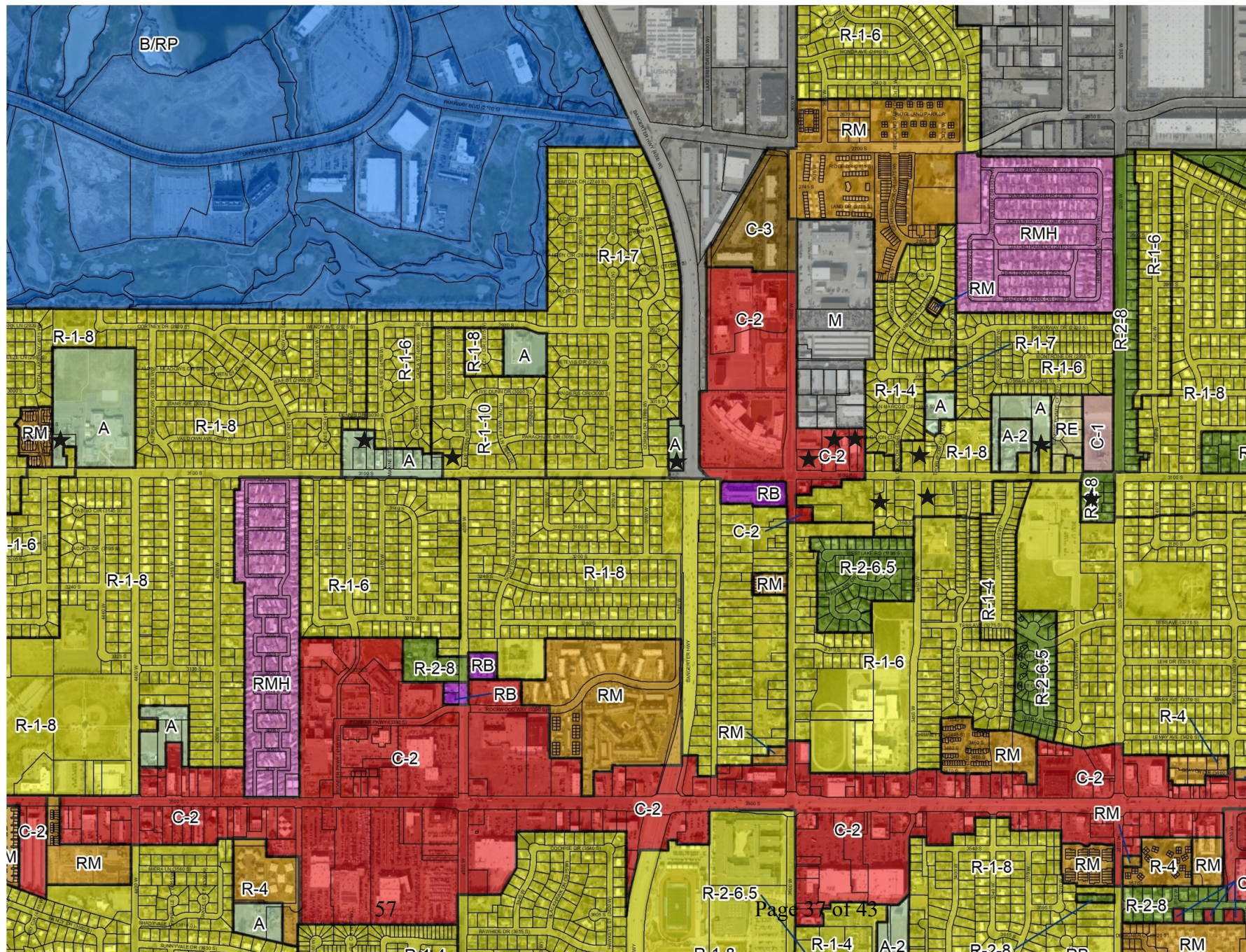


# 3100 S from Mountain View Corridor to 4400 W

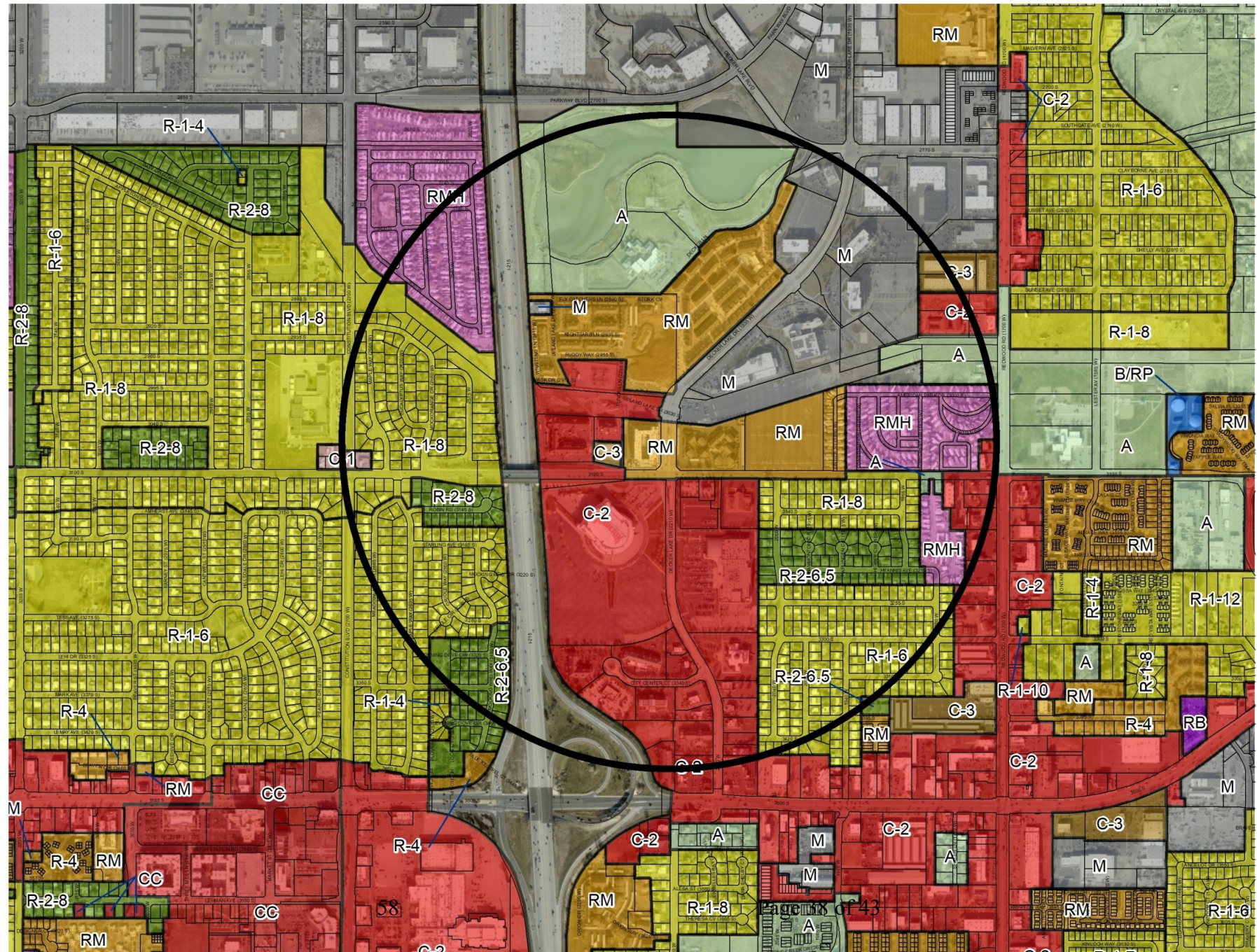




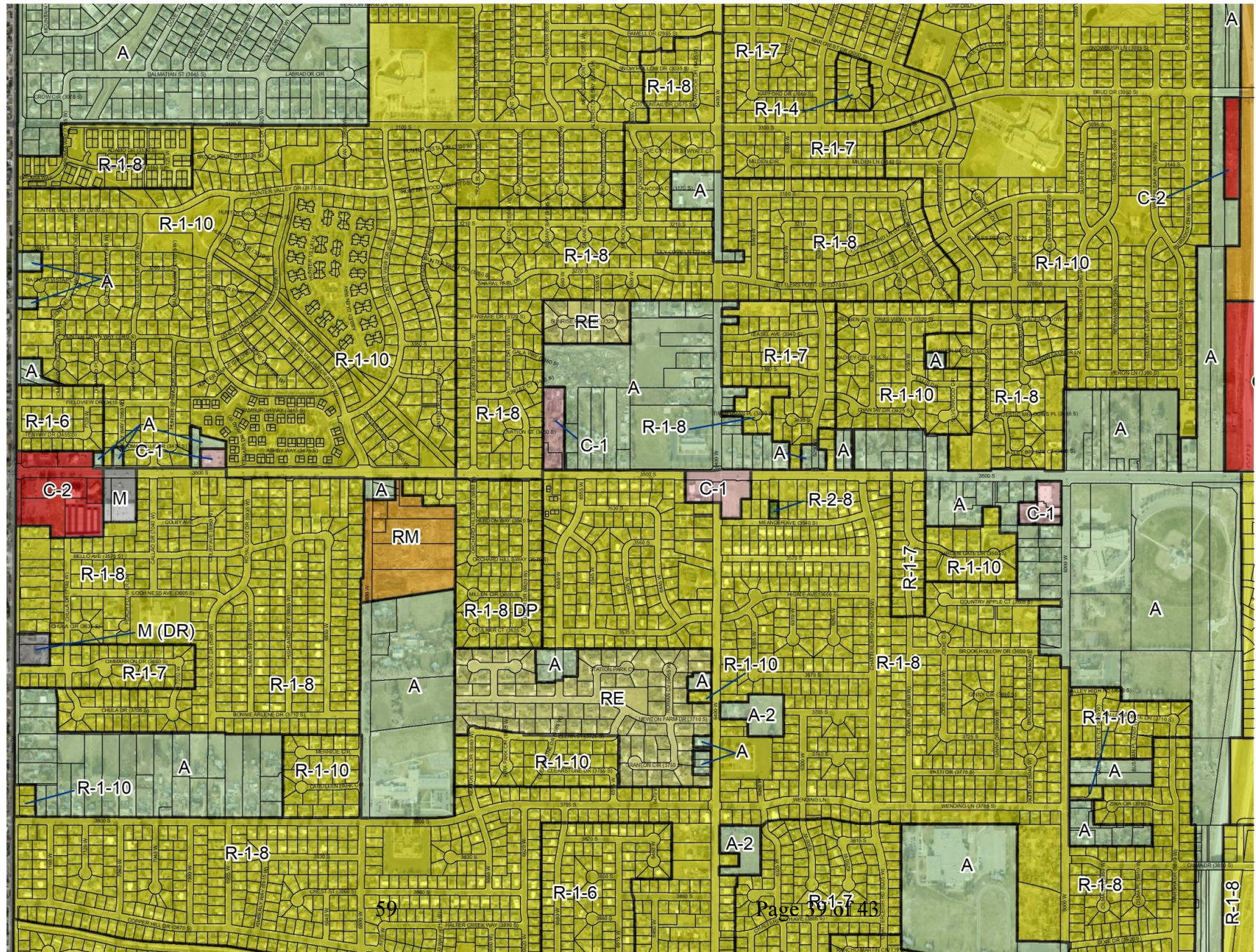
3100 S from  
4400 W to  
3200 W





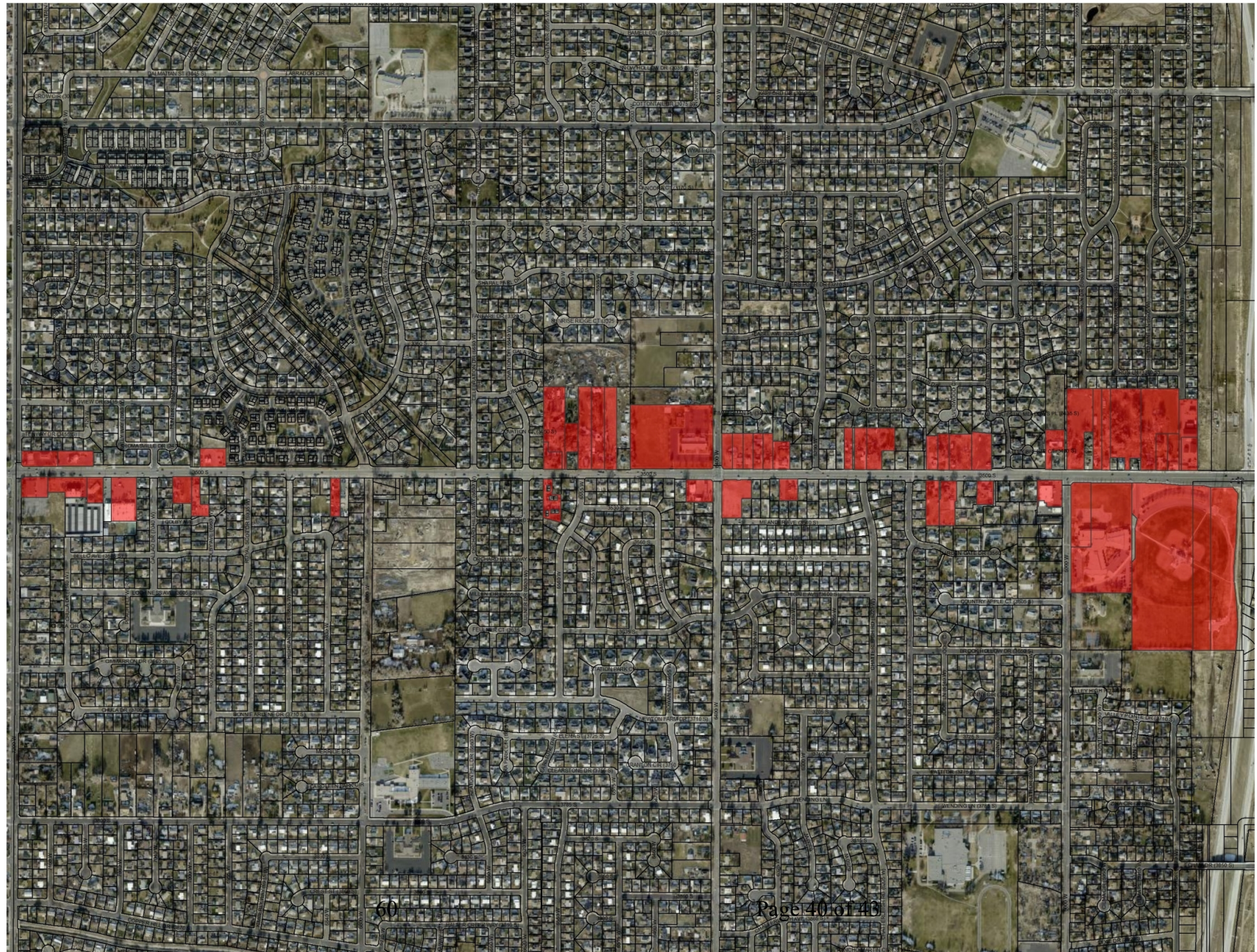






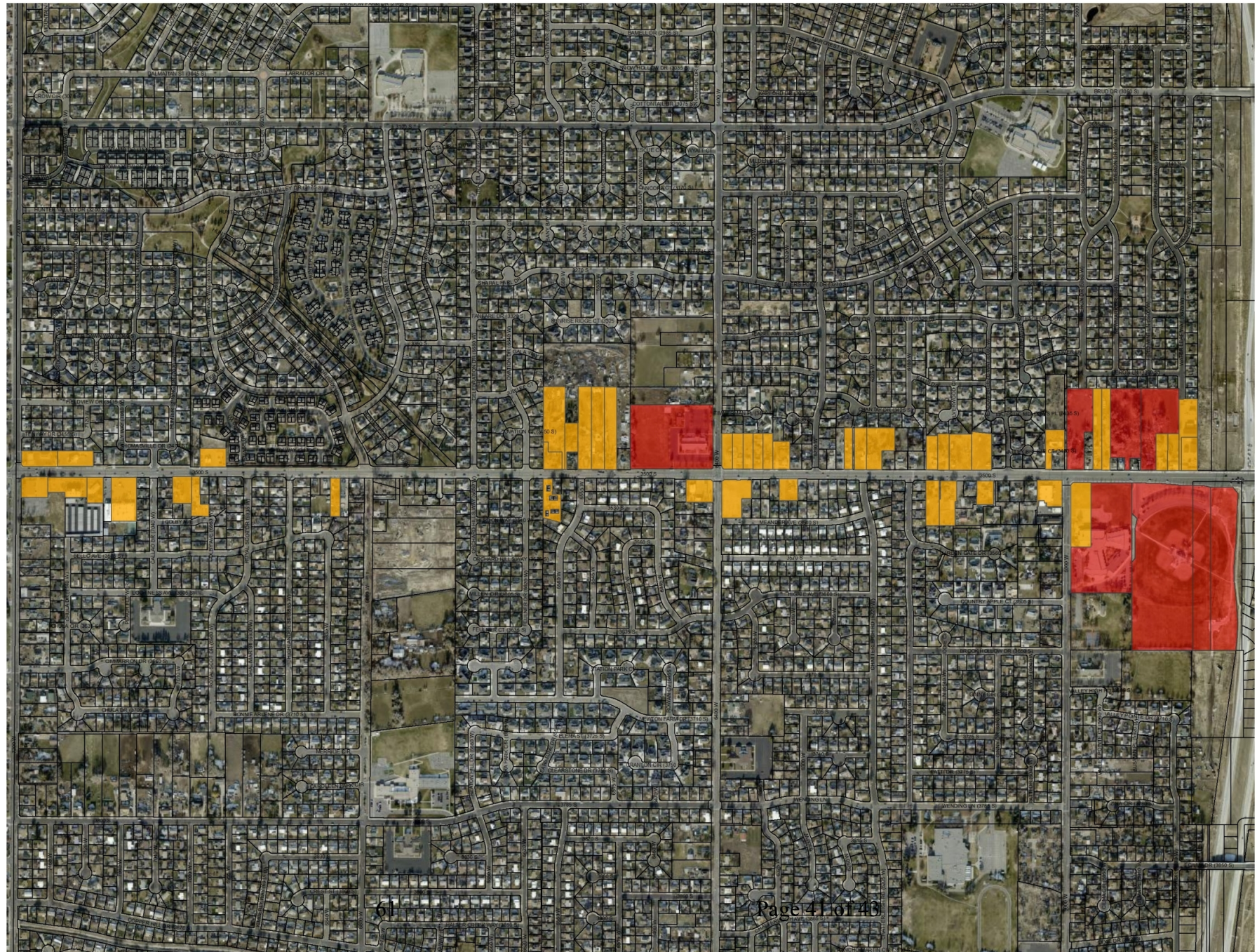


# 3500 S from Mountain View Corridor to 7200 W

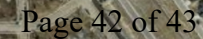




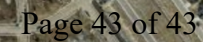
# 3500 S from Mountain View Corridor to 7200 W











Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A  
Funding Source: \_\_\_\_\_ N/A  
Account #: \_\_\_\_\_ N/A  
Budget Opening Required: ☐

**ISSUE:**

An ordinance text change request from Granite Credit Union to amend Section 7-2-112 of the West Valley City Municipal Code to permit a Mobile Financial Institution as a Temporary Use.

**SYNOPSIS:**

The applicant submits this request based on the following considerations:

1. **Continuity of Financial Services:** When a financial institution undergoes remodeling or reconstruction, community members who rely on in-person banking services may experience significant disruption. Allowing a financial mobile branch ensures uninterrupted access to essential banking services, such as deposits, withdrawals, loans, and financial counseling.
2. **Alignment with Existing Temporary Land Use Permits:** The ordinance already permits mobile medical units and temporary structures for construction and sales offices. Financial mobile branches serve a similar public benefit by maintaining community access to critical financial resources during construction.
3. **Economic and Community Stability:** Access to financial services plays a vital role in maintaining economic stability for individuals and small businesses. Allowing temporary mobile branches helps customers avoid financial hardship by ensuring they can continue managing their banking needs locally.
4. **Regulated and Temporary Use:** The proposed amendment maintains reasonable land-use regulations by requiring financial mobile branch permits to be renewed every six months while construction is ongoing, ensuring they remain temporary and are not used indefinitely.

**RECOMMENDATION:**

The Planning Commission recommends approval.

**SUBMITTED BY:**

Jody Knapp, Zoning Administrator

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5 Draft Date: 5/1/2025

6 Date Adopted: \_\_\_\_\_

7 Date Effective: \_\_\_\_\_

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b. Event Uses, including fairs, festivals, motor vehicle sales, or carnivals, in accordance with the following:

i. A maximum of four Temporary Land Use permits shall be issued for event Uses per property per year, with a maximum term of four days per permit.

ii. Temporary motor vehicle sales shall be limited to C-2 and C-3 zones and to properties with at least 2,000 existing parking stalls meeting the requirements of this Title.

iii. Parking lot sales, tent sales, or similar sales shall be prohibited except for establishments maintaining a permanent Use on the subject property.

c. Outdoor dances, Concerts, fundraisers, marathons, parades, events with Mobile Food Vending Vehicles, and promotional activities in accordance with the following:

i. A maximum of two Temporary Land Use permits shall be issued for such Uses per year, with a maximum term of 24 hours per permit.

d. Mobile medical units, mobile Structures used in conjunction with a construction site, and trailers or temporary Buildings in accordance with the following:

i. A maximum of two Temporary Land Use permits shall be issued for mobile medical units per property per year, with a maximum term of thirty days per permit.

ii. Permits for modular or mobile Structures shall be limited to Structures used in conjunction with a construction or excavation site and shall be renewed every six months.

iii. Permits for trailers or temporary Buildings shall be limited to Buildings serving as a construction or sales office while a permanent Building is under construction and shall be renewed every six months.

e. Temporary Communications Tower in conjunction with an approved event use with over 5,000 people in attendance assembled together at one time.

i. A maximum of four Temporary Land Use permits shall be issued for temporary Communications Towers per property per year, with a maximum term of seven days per permit, excluding time required for installation and removal.

f. Mobile Financial Institution in accordance with the following:



i. Shall be limited to sites in conjunction with a remodel or construction of a permanent financial institution and shall be renewed every six months; or

ii. In partnership with another business, to provide financial services no more than two times per week. The branch shall use dedicated parking spaces provided by the business partner, shall not remain on-site overnight, and shall operate for no more than eight hours per day. The permit shall be renewed every twelve months.

**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.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## Attachment Ordinance Text Change Application for Granite Credit Union

### 2. What does the current text suggest or require:

7-2-112(3)(d) Mobile Medical units, mobile structures used in conjunction with a construction site, and trailers or temporary buildings in accordance with the following:

- i. A maximum of two Temporary Land Use permits shall be issued for mobile medical units per property per year, with a maximum term of thirty days per permit.
- ii. Permits for modular or mobile Structures shall be limited to Structures used in conjunction with a construction or excavation site and shall be renewed every six months.
- iii. Permits for trailers or temporary Buildings shall be limited to Buildings serving as a construction or sales office while a permanent Building is under construction and shall be renewed every six months.

7-2-112(3)(c) Outdoor dances, Concerts, fundraisers, marathons, parades, events with Mobile Food Vending Vehicles, and promotional activities in accordance with the following:

- i. A maximum of two Temporary Land Use permits shall be issued for mobile medical units per property per year, with a maximum term of thirty days per permit.

7-2-112(3)(d) Mobile medical units, mobile Structures used in conjunction with a construction site, and trailers or temporary Buildings in accordance with the following:

- iii. Permits for trailers or temporary Buildings shall be limited to Buildings serving as a construction or sales office while a permanent Building is under construction and shall be renewed every six months.

### 3. What is the proposed text change:

7-2-112(3)(d) Mobile medical units, mobile structures used in conjunction with a construction site, trailers or temporary buildings, and a mobile financial institution in accordance with the following:

- i. A maximum of two Temporary Land Use permits shall be issued for mobile medical units per property per year, with a maximum term of thirty (30) days per permit.
- ii. Permits for modular or mobile structures shall be limited to structures used in conjunction with a construction or excavation site and shall be renewed every six (6) months.

- iii. Permits for trailers or temporary buildings shall be limited to buildings serving as a construction or sales office while a permanent building is under construction and shall be renewed every six (6) months.
- iv. Permits for a mobile financial institution shall be limited to sites in conjunction with a remodel or construction of a permanent financial institution branch and shall be renewed every six (6) months.

#### 7-2-112 TEMPORARY LAND USES

(3) Temporary Land Uses Permitted. Only the following Uses are permitted as Temporary Land Uses:

- f. Mobile financial institution in accordance with the following:
  - i. Shall be limited to sites in conjunction with a remodel or construction of a permanent financial institution branch and shall be renewed every six (6) months.
  - ii. A mobile financial institution may operate in a strategic partnership under a formal agreement, business, to provide financial services no more than two (2) times per week. The branch will use dedicated parking spaces provided by the business partner, will not remain on-site overnight, and will operate for no more than eight (8) hours per day.

#### 4. What is the justification for the requested text change?

Granite Credit Union is celebrating 90 years this year. The credit union received a commendable boost in July of 2023 when it was granted a field of membership expansion rights to include ten counties. This expansion marks a substantial opportunity for Granite Credit Union to broaden its reach and impact within the community. This expansion includes the city of West Valley where Granite Credit Union opened their first location inside Rancho Plaza located at 2470 S. Redwood Road on January 6, 2025. The credit union recently purchased a second location at 4824 W 3500 South (currently Village Inn).

Mary Woodard, VP of Business Development serves as a current board member with the Community Education Partnership of West Valley as well as the current Board Chair for Chamber West Women in Business Committee. Granite Credit Union created a financial literacy program targeting junior high students. Mary and her team currently teach Money Club at Valley Jr High, Hunter Jr. High, and Westlake Jr. High. Granite Credit Union partners with Granite School District Family Engagement Department with Highschool Network Nights. This is an event at the high schools where all the elementaries and junior highs who feed into the high

school come together for a free community event. Granite Credit Union has also proudly sponsored Pacific Islander skate night at Millcreek Commons for the past two years and plans to continue this support in future years.

Granite Credit Union has invested in a mobile branch that is currently being used at community events and new branch locations to let communities know we are here to serve them. We would love our mobile branch to be in West Valley as we strive for growth in our current and future West Valley locations. It is with this in mind that we ask for the following consideration in changing current ordinance 7-2-112(3)(d).

**Rationale for the Amendment:**

1. **Continuity of Financial Services:** When a financial institution undergoes remodeling or reconstruction, community members who rely on in-person banking services may experience significant disruption. Allowing a financial mobile branch ensures uninterrupted access to essential banking services, such as deposits, withdrawals, loans, and financial counseling.
2. **Alignment with Existing Temporary Land Use Permits:** The ordinance already permits mobile medical units and temporary structures for construction and sales offices. Financial mobile branches serve a similar public benefit by maintaining community access to critical financial resources during construction.
3. **Economic and Community Stability:** Access to financial services plays a vital role in maintaining economic stability for individuals and small businesses. Allowing temporary mobile branches helps customers avoid financial hardship by ensuring they can continue managing their banking needs locally.
4. **Regulated and Temporary Use:** The proposed amendment maintains reasonable land-use regulations by requiring financial mobile branch permits to be renewed every six months while construction is ongoing, ensuring they remain temporary and are not used indefinitely.

**MINUTES OF THE WEST VALLEY CITY PLANNING COMMISSION  
PUBLIC HEARING APRIL 23, 2025**

**Application #: ZT-2-2025**

**Applicant: Granite Credit Union**

**Request: An ordinance text change request to amend section 7-2-112 of the West Valley City Municipal Code to permit a Mobile Financial Institution as a Temporary Use**

The applicant submits this request based off the following considerations:

1. Continuity of Financial Services: When a financial institution undergoes remodeling or reconstruction, community members who rely on in-person banking services may experience significant disruption. Allowing a financial mobile branch ensures uninterrupted access to essential banking services, such as deposits, withdrawals, loans, and financial counseling.
2. Alignment with Existing Temporary Land Use Permits: The ordinance already permits mobile medical units and temporary structures for construction and sales offices. Financial mobile branches serve a similar public benefit by maintaining community access to critical financial resources during construction.
3. Economic and Community Stability: Access to financial services plays a vital role in maintaining economic stability for individuals and small businesses. Allowing temporary mobile branches helps customers avoid financial hardship by ensuring they can continue managing their banking needs locally.
4. Regulated and Temporary Use: The proposed amendment maintains reasonable land-use regulations by requiring financial mobile branch permits to be renewed every six months while construction is ongoing, ensuring they remain temporary and are not used indefinitely.

Proposed Language:

**7-2-112 TEMPORARY LAND USES**

**(3) Temporary Land Uses Permitted. Only the following Uses are permitted as Temporary Land Uses:**

**f. Mobile Financial Institution in accordance with the following:**

- i. Shall be limited to sites in conjunction with a remodel or construction of a permanent financial institution and shall be renewed every six (6) months.
- ii. A mobile financial institution may operate at a strategic partnership under a formal agreement, business, to provide financial services no more than two (2) times per week. The branch will use dedicated parking spaces provided by the business partner, will not remain on-site overnight, and will operate for no more than eight (8) hours per day.

**Staff Alternatives:**

1. Approval. The ordinance should be approved as proposed by staff.
2. Continuance, to allow for the resolution of any issues raised at the public hearing or to allow time for the applicant to revise the proposed regulations in the ordinance amendment.
3. Denial, the current Ordinance requirements are adequate and this amendment is not appropriate at this time.

**Discussion:** Jody Knapp presented two text additions to the Code: one for temporary use during construction or remodeling of permanent financial institutions, renewable every six months; and another for strategic partnerships allowing operation up to twice a week with specific restrictions. The commission recommended adding an annual renewal requirement for the second option.

The applicants, Cindy Clark and Mary Woodard were present and explained the mobile branch's security features and their plans to increase visibility in West Valley.

**Motion:** Commissioner Durfee motioned to approve ZT-2-2025 with the addition of “The permit shall be renewed every twelve (12) months.” for the second option of 7-2-112 (3) (f) (ii). Commissioner Winters seconded. A voice vote was taken and the motion passed unanimously.

UNANIMOUS--ZT-2-2025--APPROVED

# ZT-2-2025

- Applicant: Granite Credit Union
- Request: Amendment to Section 7-2-112 of the West Valley City Municipal Code to permit a mobile financial institution as a Temporary Use.
- Staff: Jody Knapp

(3) *Temporary Land Uses Permitted.* Only the following Uses are permitted as Temporary Land Uses:

- a. Seasonal Uses selling flowers, Christmas trees, fireworks, shaved ice, and produce. Two permits may be issued for Seasonal Uses per property per year, with a maximum combined term of six months and maximum operating hours of 8:00 A.M. to 9:00 P.M.
- b. Event Uses, including fairs, festivals, motor vehicle sales, or carnivals, in accordance with the following:
  - i. A maximum of four Temporary Land Use permits shall be issued for event Uses per property per year, with a maximum term of four days per permit.
  - ii. Temporary motor vehicle sales shall be limited to C-2 and C-3 zones and to properties with at least 2,000 existing parking stalls meeting the requirements of this Title.
  - iii. Parking lot sales, tent sales, or similar sales shall be prohibited except for establishments maintaining a permanent Use on the subject property.
- c. Outdoor dances, Concerts, fundraisers, marathons, parades, events with Mobile Food Vending Vehicles, and promotional activities in accordance with the following:
  - i. A maximum of two Temporary Land Use permits shall be issued for such Uses per year, with a maximum term of 24 hours per permit.



- d. Mobile medical units, mobile Structures used in conjunction with a construction site, and trailers or temporary Buildings in accordance with the following:
  - i. A maximum of two Temporary Land Use permits shall be issued for mobile medical units per property per year, with a maximum term of thirty days per permit.
  - ii. Permits for modular or mobile Structures shall be limited to Structures used in conjunction with a construction or excavation site and shall be renewed every six months.
  - iii. Permits for trailers or temporary Buildings shall be limited to Buildings serving as a construction or sales office while a permanent Building is under construction and shall be renewed every six months.

## Proposed Amendment to Ordinance 7-2-112(3)(f):

### 7-2-112 TEMPORARY LAND USES

(3) Temporary Land Uses Permitted. Only the following Uses are permitted as Temporary Land Uses:

f. Mobile Financial Institution in accordance with the following:

i. Shall be limited to sites in conjunction with a remodel or construction of a permanent financial institution and shall be renewed every six (6) months; or

ii. In partnership with another business, to provide financial services no more than two times per week. The branch shall use dedicated parking spaces provided by the business partner, shall not remain on-site overnight, and shall operate for no more than eight hours per day. The permit shall be renewed every twelve months.









ZT-2-2025









Item: Local Public Safety and Firefighter Surviving Spouse Trust Fund

Fiscal Impact: \$35,300

Funding Source: Human Resources  
Insurance Account

Account#:10-4131-40510-00000-0000

Budget Opening Required: No

**ISSUE:**

A resolution authorizing the City to certify the number of public safety officers and firefighters employed by the City for reimbursement of health coverage costs for eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

**SYNOPSIS:**

The Local Public Safety and Firefighter Surviving Spouse Trust Fund provides financial support to agencies by reimbursing the cost of continued health coverage for the surviving spouses and children of Public Safety Officers and Firefighters who die in the line of duty.

For the upcoming fiscal year, the contribution rate is \$100 per eligible employee.

**BACKGROUND:**

Participation in the Trust Fund is mandatory for all agencies employing one or more Public Safety Officers or Firefighters eligible for Utah Retirement System service credit under Title 49 of the Utah State Retirement and Insurance Benefits Act, unless exempt under Utah Code Section 53-17-201(3).

Effective May 7, 2025, two statutory changes were enacted by the Utah Legislature.

- Vision and dental premiums are now eligible for reimbursement by the fund.
- Reimbursement for health, dental, and vision insurance now begins on the date of the line-of-duty death, eliminating the previous requirement that the employing agency cover the first 12 months of premiums.

These changes enhance the scope of support provided to the families of fallen public safety employees and reinforce the state's commitment to those who serve and sacrifice for their communities.

**RECOMMENDATION:**

Approve the resolution to submit the certification.

**SUBMITTED BY:**

Paula Melgar, Human Resources Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A CERTIFICATION OF ELIGIBLE  
EMPLOYEES TO THE DEPARTMENT OF PUBLIC SAFETY.**

**WHEREAS**, recent changes in state law provide additional benefits to the families of fallen first responders; and

**WHEREAS**, participating URS employers are required to certify the number of first responders employed for the purpose of calculating certain trust fund obligations; and

**WHEREAS**, the City has prepared an appropriate certification meeting the requirements of state law; 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 certification.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the attached certification is hereby approved and that the City is authorized to execute any documents necessary to facilitate required contributions to the Public Safety Trust Fund, subject to approval of the final form of said documents by the City Manager and the City Attorney's Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND**  
Certification of Eligible Employees

Instructions:

If requesting an invoice, please email the completed form to [jbrown@utah.gov](mailto:jbrown@utah.gov)

If remitting payment without an invoice, please attach this form with the check to:

Department of Public Safety, Attn. Trust Fund  
4501 South 2700 West, Taylorsville UT 84129

Agency Name: West Valley City

Administrator Name: Paula Melgar

Office Address: 3600 S Consitution Blvd, West Valley City, UT 84119

Phone Number: 801-963-3368

I certify that there are a total of 353 active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members employed by the above-mentioned agency as of March 31, 2025 (any date after March 31, 2025 is also acceptable).

This following paragraph applies only if your agency is currently not part of the Utah State Retirement Systems (URS).

I understand that if the above referenced agency does not cover the public safety officers or firefighters in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act, the agency may elect to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund by a resolution adopted by the agency. Under this election, I certify that there are a total of 353 active public safety officers and firefighters as defined in Senate Bill 206 passed in the 2018 Legislative General Session.

I understand the Utah Department of Public Safety may confirm the number of active public safety and firefighter employees of the above mentioned agency participating with URS. I further understand that premiums paid to the Local Public Safety and Firefighter Surviving Spouse Trust Fund for ineligible employees are non-refundable. The current annual participation rate for the July 1, 2025 to June 30, 2026 fiscal year is \$100 per eligible employee.

Administrator Signature: \_\_\_\_\_ Date: 5/15/2025

If an invoice is required to process a payment, please check this box and provide an e-mail address for the electronic invoice.

☐ Yes, please send me an electronic invoice

Please send the invoice to the following email address: \_\_\_\_\_

Approved as to form 6/3/2025

*Brandon Hill*

Item: \_\_\_\_\_

**Fiscal Impact:** None

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:** No

**ISSUE:**

Cooperative Agreement between UDOT and West Valley City for UDOT's Pavement Preservation Project on 5600 West.

**SYNOPSIS:**

UDOT is requesting an agreement to allow UDOT to replace ADA ramps on 5600 West within existing Public Sidewalk Easements in favor of West Valley City between 3100 South and the Riter Canal.

**BACKGROUND:**

As part of the UDOT Pavement Preservation Project on 5600 West, UDOT will be replacing ADA ramps along 5600 West to comply with current Americans with Disabilities Act (ADA) standards, some of which fall within existing Public Sidewalk Easements on 5600 West which were required as part of the 5600 West Overlay Zone. UDOT is requesting a License to reconstruct and the maintain the ADA ramps within the city's easements.

**RECOMMENDATION:**

Execute the agreement between UDOT and 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 APPROVING A COOPERATIVE AGREEMENT  
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF  
TRANSPORTATION FOR IMPROVEMENTS ON 5600 WEST.**

**WHEREAS**, the Utah Department of Transportation (“UDOT”) wishes to install and maintain certain improvements within City easements on 5600 West; and

**WHEREAS**, the City desires to permit UDOT to install and maintain said improvements; and

**WHEREAS**, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled “Cooperative Agreement”) (hereinafter, the “Agreement”), that sets 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 approve the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in 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 \_\_\_\_\_, 2025.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**COOPERATIVE AGREEMENT  
BETWEEN  
THE UTAH DEPARTMENT OF TRANSPORTATION  
AND  
WEST VALLEY CITY**

**This Cooperative Agreement**, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**," and **WEST VALLEY CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the "**CITY**." Each is referred to as party ("Party"), and together as parties ("Parties").

**RECITALS**

**WHEREAS**, UDOT is engaging in a Pavement Preservation Project on 5600 W, a State Highway, in West Valley City, Salt Lake County, Utah, Project Number ("Project");

**WHEREAS**, the Project requires UDOT to update pedestrian ramps to current Americans with Disabilities Act ("ADA") standards, which includes survey of the existing topography around the pedestrian ramps; removal of substandard sidewalk, pedestrian ramps, curb and gutter, and roadway pavement; and construction of sidewalk, pedestrian ramp, curb and gutter, and roadway pavement to current standards (the "Work");

**WHEREAS**, the Work will impact five separate easements held by the City, on land owned by separate owners (referred to individually as "Owner" and collectively as "Owners"), including (a) an easement recorded as Entry No. 10713427 in Book 9728 at Page 1328 in the office of the Salt Lake County Recorder, affecting Tax ID Nos. 14-23-477-015 and 14-23-477-016 (on property held in fee simple by Winco Foods, LLC) ; and (b) an easement by dedication via plats on the 'Shoppes at Lake Park' subdivision, which includes: Lot 1 - Tax ID No. 14-25-151-001 (on property held in fee simple by Timothy J Burgess Separate Property Trust, Lot 2 - Tax ID No. 14-25-151-002 (on property held in fee simple by Coast Palm Desert, LLC), Lot 3 - Tax ID No. 14-25-151-003 (on property held in fee simple by IREIT West Valley City Lake Par, LLC), and Lot 4 - Tax ID No. 14-25-151-004 (on property held in fee simple by Kohl's Department Stores, Inc.) ("Easements," all attached in Exhibit A);

**WHEREAS**, UDOT desires to perform all Work necessary to complete the Project, including updating pedestrian ramps that, in their updated condition, will exist within the Easements, and the City desires to provide UDOT with a license to enter the Easements to perform the Work; and

**WHEREAS**, Parties further desire the pedestrian ramps, in their updated condition, to remain within the Easements.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the Parties agree as follows:

**1. License.**



- a. The City represents that it has authority from each Owner to provide a License on the respective Easements, as stated in this Agreement, and that if any adjustments need to be made to a License, then the City agrees to provide for any work required to make those adjustments. Parties agree UDOT has no obligation to secure or otherwise ensure authorization from Owners for the City to execute any terms of this Agreement.
- b. Parties agree that the pavement for the pedestrian ramps, as updated, will remain on the Easements, per the terms of this Agreement.
- c. Construction License. The City hereby grants UDOT a temporary, non-exclusive, non-transferable License to enter onto the Easements to perform the Work necessary to complete the Project. UDOT's use of the Easements is limited only to the purposes of performing the Work and does not extend to any other purpose other than those stated or represented in this Agreement or the in documents attached to this Agreement. This Agreement does not waive or extinguish any rights the City has in its Easements, including allowing the City, its employees, representatives, contractors, or its subcontractors to use the Easements for sidewalk purposes or any other purposes authorized in the Easement.

The term of this License shall commence upon the execution of this Agreement and shall last until UDOT completes the Work. UDOT will promptly notify the City once UDOT has completed the Work.

- d. Post-construction License. The City hereby grants UDOT a non-exclusive, non-transferable License to enter onto the Easements to carry out any Maintenance further outlined in Section 2 of this Agreement. UDOT's use of the Easements is limited only to the purposes of such Maintenance and does not extend to any other purpose other than those stated or represented in this Agreement or the in documents attached to this Agreement. This Agreement does not waive or extinguish any rights the City has in its Easements, including allowing the City, its employees, representatives, contractors, or its subcontractors to use the Easements for sidewalk purposes or any other purposes authorized in the Easement.

The term of this License shall commence upon the completion of UDOT's work under this Agreement, shall last for a period of five (5) years, and shall automatically renew upon the end of that five (5) year term. UDOT reserves the right to terminate this post-construction License for its convenience upon written notice to the City.

## **2. Maintenance**

- a. UDOT agrees that it is responsible for the maintenance and repair of the pedestrian ramps, and that the City is responsible for all other functions within the Easements, including but not limited to the maintenance of the sidewalks and lighting.

## **3. Miscellaneous**

- a. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
  - b. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement and to comply with all applicable laws at the request of the other Party
  - c. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
  - d. This Agreement contains 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.
  - e. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
  - f. UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each Party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying Party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
  - g. The date of this Agreement is first written above.
-

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

West Valley City

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

(Impress Seal)

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

\_\_\_\_\_

Title:

Title: Region Director

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

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

Approved as to form 6/3/2025

*Brandon Hill*

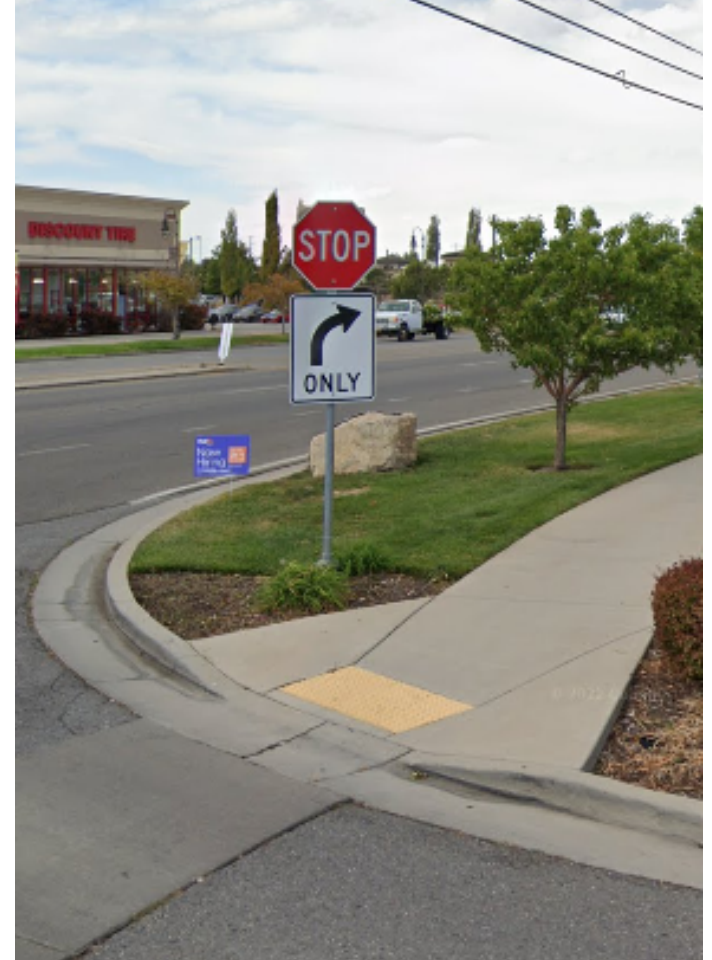
\_\_\_\_\_

UDOT Comptroller's Office  
Contract Administrator

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

# Cooperative Agreement - WVC and UDOT

- UDOT is repaving SR-172 (5600 West)
  - 3100 South to SR-201
  - Summer 2026
- When repaving UDOT needs to reconstruct pedestrian ramps to current standards
- West Valley City has several Public Sidewalk Easements on 5600 West
- This agreement grants UDOT license to rebuild and maintain pedestrian sidewalk ramps on private property, within the City's easements on 5600 West now and in the future.





Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

**ISSUE:**

A resolution for the acceptance of a Public Sidewalk, Lighting and Utility Easement.

**SYNOPSIS:**

Higgins Enterprises, L.L.C., a Utah limited liability company has signed a Public Sidewalk, Lighting and Utility Easement for property located at 3899 S. Redwood Road (15-34-402-004).

**BACKGROUND:**

The Higgins Enterprises, L.L.C. located at 3899 S. Redwood Road is currently working on an expansion. The site lies within the Redwood Road overlay zone which requires specific improvements including a wider sidewalk and sidewalk lighting. As part of the required improvements fall outside the public right-of-way, a Public Sidewalk, Lighting and Utility Easement was required.

**RECOMMENDATION:**

Accept Public Sidewalk, Lighting and Utility Easement. Authorize City Recorder to record said Public Sidewalk, Lighting and Utility 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 SIDEWALK, LIGHTING,  
AND UTILITY EASEMENT FROM HIGGINS ENTERPRISES, L.L.C.  
FOR PROPERTY LOCATED AT 3899 SOUTH REDWOOD ROAD.**

**WHEREAS**, Higgins Enterprises, L.L.C. (“Owner”) is developing property located at 3899 South Redwood Road (the “Project”); and

**WHEREAS**, a Public Sidewalk, Lighting, and Utility Easement (the “Easement”) is required to construct improvements required by 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 \_\_\_\_\_, 2025.

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. # 15-34-402-004**

**PUBLIC SIDEWALK, LIGHTING AND UTILITY EASEMENT**

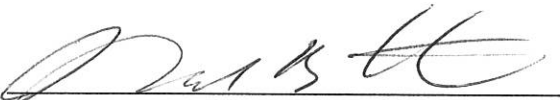
**Higgins Enterprises, L.L.C., a Utah limited liability company**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, and to any and all public utility companies, GRANTEEES for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk, lighting and public utilities on, over, and across real property located at **3899 S. Redwood Road** in West Valley City, Salt Lake County, State of Utah, described as follows:

**See attached Exhibits "A" and "B"**

WITNESSED the hand of said GRANTOR this 20 day of May,  
2025.

GRANTOR

**Higgins Enterprises, L.L.C., a Utah limited liability company**



By:

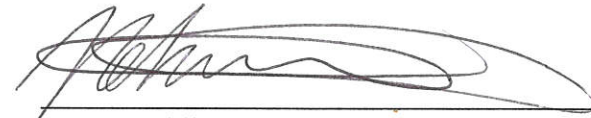
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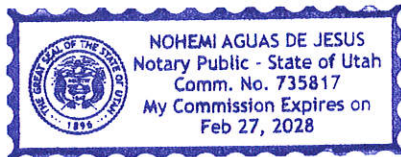
*Manager*



State of Utah )  
County of Salt Lake City ) :ss

On this 20 day of May, 2025, personally appeared before me Gerald Burton Higgins, 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 Manager of **Higgins Enterprises, L.L.C.**, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

  
Notary Public



## EXHIBIT "A"

### Public Sidewalk, Lighting and Utility Easement

A sidewalk, utility, and street light easement being part of an entire tract of land described in that Special Warranty Deed recorded March 18, 2016 as Entry No. 12242635 in Book 10412, at Page 5522 in the Office of the Salt Lake County Recorder. Said easement is located in the Southeast Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

**Beginning** at the southwesterly corner of said entire tract, which is 1445.80 feet N. 00°01'30" W. along the Quarter Section Line and 53.00 feet East from the South Quarter Corner of said Section 34; thence N. 00°01'30" W. 381.03 feet to the northwesterly corner of said entire tract; thence S. 89°56'12" E. 19.50 feet along the northerly boundary line of said entire tract; thence S. 00°01'30" W. 381.03 feet to the southerly boundary line of said entire tract; thence N. 89°55'56" W. (R=Westerly) 19.50 feet along said southerly boundary line to the **Point of Beginning**.

The above-described easement contains 7,430 Sq Ft., in area or 0.170 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N. 00°01'30" W. along the Quarter Section line between South Quarter Corner and the Center of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

S 89°56'12" E

WC FAM TRUST  
15-34-402-001

19.50'

19.5' Public Sidewalk, Lighting & Utility Easement

REDWOOD ROAD  
(Public Right-of-Way)

N 0°01'30"W 381.03'

S 0°01'30"E 381.03'

HIGGINS ENTERPRISES LLC  
15-34-402-004

POB

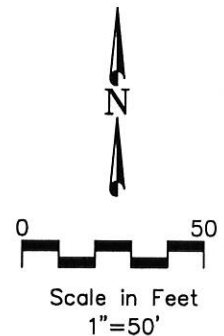
N 89°55'56" W

19.50'

KIM LONG MARKET, INC  
15-34-402-008

### LEGEND

-  Boundary
-  Adjacent parcel
-  Sidewalk, Utility, & Street Light Easement



## EXHIBIT "B"

HIGGINS ENTERPRISES L.L.C.  
Sidewalk, Utility, & Street Light Easement

Assessor Parcel No:  
15-34-402-004

Part of the Southeast Quarter  
Sec. 34, T.1S., R.1W., S.L.B.&M.

PREPARED BY:

**CIR**

**CIVIL ENGINEERING  
+ SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

Date: May 14, 2025

Page 2 of 2



ISSUE: ALJ Agreement  
FISCAL IMPACT: \$10,000  
FUNDING SOURCE: Professional  
Technical 10-4110-40310  
Budget Opening Required Yes

**ISSUE:**

A resolution appointing Kevin Thurman as Administrative Law Judge.

**SYNOPSIS:**

This resolution appoints Kevin Thurman as the Administrative Law Judge to hear cases involving administrative code enforcement and animal control cases.

**BACKGROUND:**

The Current ALJs are no longer able to work for the City. After careful consideration of multiple applicants, the City has determined that Kevin Thurman is highly qualified and experienced. The City is agreeing to pay Thurman a fee of \$150.00 per hour for services performed.

**RECOMMENDATION:**

Ratify the agreement between the City and Kevin Thurman.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE AGREEMENT  
BETWEEN THE CITY AND KEVIN THURMAN FOR  
ADMINISTRATIVE LAW JUDGE SERVICES.**

**WHEREAS**, WVC Code 10-1 establishes a hearing procedure for administrative Code enforcement cases;

**WHEREAS**, the services of an administrative law judge (“ALJ”) are a necessary element of that process;

**WHEREAS**, Kevin Thurman is qualified to perform the ALJ functions;

**WHEREAS**, Kevin Thurman has agreed to perform to the ALJ functions in exchange for fair compensation; 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 this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that it hereby ratifies the Agreement between West Valley City and Kevin Thurman.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_ day of June 2025.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

## ADMINISTRATIVE LAW JUDGE SERVICE AGREEMENT

This Administrative Law Judge Service Agreement (the "Agreement") is effective in this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the West Valley City, a municipal corporation of the State of Utah, ("City") and Kevin Thurman ("Thurman").

### **W I T N E S S E T H :**

**WHEREAS**, the City has need for an administrative law judge ("ALJ") to hear cases involving administrative code enforcement and animal control ("ACE").

**WHEREAS**, Thurman is a licensed attorney with the necessary professional experience and training to perform ALJ services for the City; and

**WHEREAS**, City desires to retain Thurman in order to utilize his expertise and professional services as an ALJ.

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

### **A G R E E M E N T :**

1. **Service Agreement.** Thurman shall provide ALJ services to the City with respect to ACE hearings, and such other similar services as may be assigned by the West Valley City Administration (the "Administrator"). These services shall be provided pursuant to the terms and conditions set forth in this Agreement.
2. **Services Provided by Thurman.** Thurman hereby agrees to provide the following services to the City:
  - a. Provide all ALJ services referred to in this Agreement.
  - b. Conduct administrative hearings and render decisions on all parking citations assigned by the Administrator.
  - c. Conduct administrative hearings and render decisions on all ACE cases assigned by the Administrator.
  - d. Conduct administrative hearings and render decisions in any other administrative cases assigned by the Administrator.
  - e. Render all decisions in writing within two business days of an administrative hearing.
  - f. Participate in training as required by the Administrator.



- g. Coordinate with City support staff to facilitate the hearing process.
  - h. The above services shall be rendered by Thurman as an independent contractor.
3. **Minimum Service Level.** Thurman agrees to perform the services set forth above in a prompt and efficient manner, and in accordance with all applicable laws, rules and standards, including all applicable ethical rules. Thurman agrees that he will provide services at a level consistent with the manner and practices used by other Administrative Law Judges practicing in Utah.
4. **City Obligations.** As consideration for the services provided by Thurman, the City agrees as follows:
- a. City shall pay Thurman at the hourly rate of One-Hundred Fifty Dollars (\$150.00) per hour for services rendered under this Agreement. Said compensation shall be paid on a bi-weekly basis by the City, provided that Thurman provides the City with an invoice, setting forth hours worked, not later than one week prior to the payment date. No additional benefits or compensation shall be paid to Thurman.
  - b. This is not an exclusive contract and nothing herein shall be construed to prohibit the City from concurrently using another company, person, or persons to provide ALJ or similar services.
  - c. Nothing contained in this Agreement shall be construed as guaranteeing Thurman any minimum amount of work under this Agreement.
5. **Independent Contractor.**
- a. Thurman shall be an independent contractor and as such, except as may be otherwise expressly set forth in this Agreement, shall have no authorization, expressed or implied, to bind City to any Agreements, settlements, liability, or understanding whatsoever. Thurman agrees not to perform any acts as agent for City, except as expressly set forth in this Agreement.
  - b. Thurman shall be responsible for his own actions and the actions of his employees, agents or officials (if any), specifically including liability resulting therefrom, and also including but not limited to, employee, agent or official compensation, benefits, insurance, workers' compensation, and/or other applicable items.
  - c. City shall not provide Thurman with compensation insurance, unemployment compensation insurance, health insurance or workers' compensation insurance. Nothing in this Agreement shall be construed as entitling Thurman to any benefits, compensation, retirement or protections provided by the City to City employees. The compensation provided in paragraph 4 of this Agreement shall be the total compensation paid by the City for the services provided by Thurman. Thurman acknowledges that the City will not withhold any federal, state or local taxes and

that Thurman is solely responsible for any and all compensation-based taxes that may be owing.

6. **Term.** The term of this Agreement shall be for one year. The Agreement shall be automatically renewed for additional one year terms on the same terms and conditions unless terminated in writing by either party at least 30 days prior to the expiration of the Agreement; provided, however, that the Agreement shall not be extended more than two additional terms without approval of the West Valley City Council.

7. **Termination of Agreement.**

- a. City may terminate this Agreement for cause at any time without prior notice by providing Thurman with written notice of termination. Said notice shall describe Thurman's breach of this Agreement. "Cause" is defined as a bad faith performance, unreasonable performance, lack of performance, or a violation or breach of the terms and conditions of this Agreement or federal, state, and municipal laws, rules, and regulations.
- b. Either Thurman or the City may terminate this Agreement without cause by giving the other party 30 days' prior written notice.
- c. In the event of early termination, fees shall be payable to Thurman only for the time actually worked prior to the termination. Within 48 hours of the termination or expiration of this Agreement, Thurman shall return to City any City equipment or documents that he may have in his possession.

8. **Indemnification.**

- a. City shall defend, hold harmless, and indemnify Thurman from and against any and all loss, damages, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of an alleged act or omission occurring during the performance of Thurman's services as described in this Agreement, provided that Thurman's acts were not fraudulent or malicious and that Thurman was not under the influence of alcohol or any drug.
- b. Thurman shall indemnify, and at the City's option defend, and hold harmless City and City's officials, agents, and employees from and against any and all loss, damages, injury, liability, suits, claims, costs (including attorney's fees and court or other costs), and proceedings arising out of any circumstances in which Thurman will not be indemnified by City pursuant to paragraph (8)(a) above and for any violations of law as set forth in paragraph (9)(b).

9. **Applicable Laws.**

- a. Thurman shall obey all laws, ordinances, regulations, and rules of the Federal, State, county, and municipal governments that may be applicable to Thurman's services. Specifically, Thurman shall comply with, but not be limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration regulations, and the Americans with Disabilities Act.
- b. If Thurman's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and Thurman shall hold City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violations.
- c. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

10. **Notices.** Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the City:                West Valley City  
                                      Attn: John Flores  
                                      3600 Constitution Boulevard  
                                      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 Thurman:                Kevin Thurman  
                                      69 E. Beacon Drive  
                                      Saratoga Springs, UT 84095

Either party may change their address(s) upon written notice to the other party.

11. **City Representative.** The City hereby appoints the City Attorney, or his designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Thurman is timely and adequately performed, and to provide for City approvals as may be required by this Agreement. The City's representative shall assist in coordinating, monitoring, and evaluating the services provided pursuant to this Agreement. Thurman understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed by Thurman, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under



the sole control of Thurman.

12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Taxes and Assessments.** Thurman shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment levying body upon Thurman's interest in this Agreement.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which 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 both parties. This Agreement supersedes and replaces any former agreement between the Thurman and the City.
15. **Assignment.** This Agreement may not be transferred or assigned by Thurman without the written permission of the City, which may be withheld at the City's sole discretion.
16. **Agreement Binding.** Thurman covenants that the provisions of this Agreement shall be binding upon Thurman's heirs, successors, representatives, and agents.
17. **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 waiver 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.

*(This space left intentionally blank)*

**IN WITNESS WHEREOF**, the parties have hereto set their hands the day and year first above written.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM  
WVC Attorney's Office

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

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

\_\_\_\_\_  
Kevin Thurman

State of Utah            )  
                                  :SS  
Utah County    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Kevin Thurman, 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

# Approval of Kevin Thurman as ALJ



- Current ALJ promoted to the Bench
- RFP brought qualified candidates
- Evaluated for price and services