



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 9, 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 Harmon
4. Approval of Minutes:

A. August 26, 2025

5. Public Comment Period:

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

- 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.

6. Public Hearings:

- A. Accept Public Comment Regarding Application ZT-5-2025, Filed by West Valley City, Requesting a Zone Text Change to Modify Residential Surfacing Standards As Well As Clarify and Consolidate the Residential Landscape Standards

Action: Consider Ordinance 25-26, Amend Titles 7 and 24 of the West Valley City Municipal Code to Update Landscaping Regulations

7. Resolutions:

- A. 25-118: Support the Bolder Way Forward Initiative
- B. 25-119: Authorize the City to Engage Zions Bancorporation, N.A. to Provide Certain Treasury Management Services
- C. 25-120: Approve the Purchase of Varonis Software and Related Services
- D. 25-121: Adopt Findings Concerning the West Valley Central Station Area Plan
- E. 25-122: Approve the Purchase of Vehicles for the 2025-2026 Light Vehicle Fleet Replacement
- F. 25-124: Authorize the City to Purchase a Chlorine Generation System and Enter Into an Agreement With Stratton & Bratt Landscaping, LLC for Installation
- G. 25-125: Award a Contract to American Roofing Company to Replace the Roof at the Outdoor Pool at Centennial Park

8. Consent Agenda:

- A. 25-123: Approve a Betterment Agreement Between the City and the Utah Department of Transportation
 - B. 25-126: Accept a Temporary Turnaround Easement from Grove Industrial Park, LLC for Property Located on 7400 West
 - C. 25-127: Accept Three Quitclaim Deeds from the Utah Department of Transportation
9. Motion for Closed Session (if necessary)
10. Adjourn

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, AUGUST 26, 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 (*electronically*)
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
Kent Stokes, Acting 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 (*electronically*)
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER HUYNH

Councilmember Huynh asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

**APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 12, 2025
AND AUGUST 19, 2025**

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The Council considered the Minutes of the Regular Meeting held August 12, 2025 and August 19, 2025. There were no changes, corrections or deletions.

Councilmember Wood moved to approve the Minutes of the Regular Meeting held August 12, 2025 and August 19, 2025. Councilmember Huynh seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. A PROCLAMATION DECLARING AUGUST 2025 AS UTAH PACIFIC ISLAND HERITAGE MONTH

Councilmember Wood read a proclamation declaring August 2025 as Utah Pacific Island Heritage Month.

PRESENTATIONS

A. REPORT BY DON CHRISTENSEN OF A PROPOSED PROPERTY TAX INCREASE BY SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT

ACCEPT PUBLIC INPUT FROM THE PUBLIC AND/OR THE CITY COUNCIL REGARDING THE PROPOSED PROPERTY TAX INCREASE BY SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT

Councilmember Christensen reported on the South Salt Lake Valley Mosquito Abatement District Board of Trustees. The Board has decided to move forward with a property tax increase, with a public hearing scheduled for December 8, 2025, at 6 p.m. The increase will raise annual revenue from \$1.2 million to \$1.5 million—the first adjustment since 2012 (and effectively since 2002).

The additional funds will support cost stabilization, sustain service levels, add a public relations and Black Fly program, expand drone-based surveillance and data systems, implement targeted ecological control measures, and address capital projects such as fleet modernization and laboratory expansion.

For the average homeowner, the increase amounts to \$0.99 per year, and for business owners \$4.50 per year. Councilmember Christensen emphasized the affordability of this increase compared to private mosquito abatement services.

Mayor Lang opened the Public Input Period. There being no one present to speak on this matter, Mayor Lang closed the Public Input Period.

PUBLIC COMMENT PERIOD

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Karina McClellan with Ability Inclusion Services, a nonprofit serving adults with developmental and intellectual disabilities, presented information about their programs and upcoming events. She invited the Council and community to the annual Art Show and Fundraiser on Thursday, September 25, which will feature artwork auctions (online and in-person) and a new Mocktails and Masterpiece painting class. McClellan highlighted their community day program in West Valley, which includes creative arts, a library, sensory room, and adaptive fitness centers in partnership with local universities. She emphasized their focus on community inclusion through outings, volunteering, and social engagement. She also noted their residential services, transportation support, and the construction of a new 12-unit fully ADA-compliant residential building at 2574 S. Redwood Road, expected to be completed in December–January.

Mike Markham expressed concern about the proposed increase in the percentage of front yards allowed to be paved for parking (from 40% to 50%). He felt this change benefits residents who disregard community standards while negatively impacting those who care about neighborhood appearance. Markham referenced a prior city survey that showed residents wanted to improve the city's image and questioned how current actions support that goal. He also raised a concern about vehicles stored in front yards, asking whether such practices could be considered acceptable landscaping under the new rules.

Sheri Kimball Biesinger, a lifelong West Valley City resident, accountant, and historian, spoke about her decades of work preserving local history. She has served as city historian and history leader for the West Valley Historical Foundation, and has led community service through organizations such as Give Back Utah. Sheri requested that the City secure a permanent museum, noting that West Valley, despite being Utah's second-largest city, lacks one. For nearly 20 years, she has independently collected and preserved artifacts, spending personal funds and using her home for storage. She highlighted strong community engagement through history websites and Facebook pages with thousands of members and millions of shared memories. She proposed preserving the Lighthouse Church, one of the city's last historic landmarks, as a museum. The museum would be operated by the Historical Foundation, with support from private donors, grants, and volunteers, minimizing the City's operational burden. Sheri emphasized that preserving the City's history would foster identity, pride, and cultural enrichment for future generations, complementing existing community programs.

Jim Vesock reported on attending the Northeast Granger Ball Festival at the Cultural Resource Center (CRC), noting that Utah is the only state to recognize Pacific Islander Heritage for an entire month. He suggested that detail should have been included in the recent proclamation. He also praised the cultural performances and proposed that the Cultural Center could serve as a location for art displays or storage of City collections currently in storage. On the driveway/parking ordinance, he expressed concern that long-standing violations will persist despite new rules, since code enforcement is unlikely to

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address them. He recommended creating a permit process where City staff could review properties individually and determine appropriate solutions rather than broadly changing ordinances.

Darrell Curtis expressed concerns about traffic congestion caused by charter schools in the city, particularly during student drop-off and pick-up times. He noted problems near the school by his home, which will be compounded by the new University of Utah hospital nearby, as well as heavy traffic at the new charter school on 5600 West that backs up to Hunter High School. He stressed the need for better traffic management, as current practices of each parent individually dropping off children are not sustainable. He also mentioned another charter school near Parkway Boulevard and Mountain View, cautioning that traffic issues will increase once nearby housing is developed. In addition, he raised concerns about a large weed patch left behind after UDOT removed several houses on Marsha Drive for the Mountain View project. Despite contacting both the City and the State, the area has not been maintained, causing increased weeds in nearby yards. He suggested turning the area into a park or another use to beautify the neighborhood.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GP-4-2025, FILED BY WEST VALLEY CITY, REQUESTING A GENERAL PLAN CHANGE TO ADOPT STATION AREA PLANS FOR THE 1/2 MILE AREAS SURROUNDING RIVER TRAIL, REDWOOD JUNCTION, AND DECKER LAKE LIGHT RAILS STATIONS**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 26, 2025 in order for the City Council to hear and consider public comments regarding Application GP-4-2025, Filed by West Valley City, Requesting a General Plan Change to Adopt Station Area Plans for the 1/2 Mile Areas Surrounding River Trail, Redwood Junction, and Decker Lake Light Rails Stations.

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

In 2022, the Utah legislature passed HB 462 which required cities with fixed-guideway public transit stations to adopt station area plans for the area within a one-half mile radius of the center of the fixed guideway public transit station platform. As outlined in Utah Code Section [10-9a-403.1](#), station area plans are required to promote the following objectives within the station area: 1) increasing the availability and affordability of housing, including moderate income housing, 2) promoting sustainable environmental conditions, 3) enhancing access to opportunities, and 4) increasing transportation choices and connections.

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The same section of Utah Code also outlines the required components for station area plans. To comply with state law, the City must adopt station area plans for each station area and have them certified by Wasatch Front Regional Council in consultation with UTA on or before December 31, 2025.

Within West Valley City there are four light rail stations – River Trail (2350 S 1070 W), Redwood Junction (1730 W 2770 S), Decker Lake (3050 S Decker Lake Dr.), and West Valley Central (2760 W 3590 S). The West Valley Central area has a station area plan in the Fairbourne Station Vision. For the other three station areas, the City retained a team of consultants – WSP, MHTN Architects, and Leland Consulting – to help prepare station area plans.

After significant research that began in the spring of 2024 and outreach that included a survey, workshops, and discussions with the Planning Commission and City Council, staff is now requesting that the station area plans for the River Trail, Redwood Junction, and Decker Lake station areas be adopted.

Mayor Lang opened the Public Hearing

Josh Seavey spoke regarding the River Trail project and noted that while coordination with City Planning has been positive, concerns remain about future impacts tied to redevelopment in the Metro Business Park area. He highlighted that inclusion of 2400 South in the redevelopable area could eliminate access at 1171 West. He asked the Council to carefully consider the long-term business and job implications of such changes.

Jim Vesock expressed concern that when the state makes requests that seem simple, the City could later be bound by them in ways that create long-term obligations. He urged the administration to carefully monitor such requests to avoid being constrained in the future.

Therese Walton stated she was notified late in the process (around May) and felt there was insufficient outreach to property owners. She expressed concerns about land use conflicts if the area is converted to residential, noting that Metro Business Park is zoned for manufacturing, warehousing, and logistics, which generate traffic, noise, emissions, and involve heavy truck activity and potentially hazardous materials. She emphasized potential public safety issues with introducing housing near industrial operations, such as conflicts with pedestrians, cyclists, and schoolchildren. Ms. Walton added that not every rail station is suited for residential

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development, and that industrial office uses may struggle to coexist with surrounding multifamily or single-family housing. She concluded by asking the Council to consider holding back on changes to the River Trail Station area given these challenges.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-23, AMEND THE WEST VALLEY CITY GENERAL PLAN TO ADOPT STATION AREA PLANS FOR THE 1/2 MILE AREAS SURROUNDING THE RIVER TRAIL, REDWOOD JUNCTION, AND DECKER LAKE LIGHT RAIL STATIONS

The City Council previously held a public hearing regarding proposed Ordinance 25-23 that would amend the West Valley City General Plan to Adopt Station Area Plans for the 1/2 Mile Areas Surrounding the River Trail, Redwood Junction, and Decker Lake Light Rail Stations.

Upon inquiry by Council, Steve clarified that within the River Trail Station area, the only location identified for residential use is the KSOP property (currently leased by Roots Charter School), located directly west of Metro Business Park. He noted that earlier drafts had shown multifamily housing within Metro Business Park near the TRAX station, but this was removed. The final map (page 53 of the plan document) highlights some parcels as potential redevelopment sites, but the land use designation for those remains commercial, not residential. He reiterated that no residential uses are proposed within Metro Business Park itself.

Councilmember Harmon asked whether designating properties in the Station Area Plan would mandate changes immediately or over time. Steve clarified that the designation does not automatically change zoning. A property owner would still need to petition the city for a zoning change to develop the property; otherwise, it could remain in its current use indefinitely.

Councilmember Huynh asked if the charter school is still there. Steve replied that it is his understanding that they are leasing the property.

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

Councilmember Christensen moved to approve Ordinance 25-23.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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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 Z-4-2025, FILED BY EVY COLLINS, REQUESTING A ZONE CHANGE FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) AND C-1 (NEIGHBORHOOD COMMERCIAL) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQUARE FEET) FOR PROPERTY LOCATED AT 4048 SOUTH 4800 WEST

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 26, 2025 in order for the City Council to hear and consider public comments regarding Application Z-4-2025, Filed by Evy Collins, Requesting a Zone Change from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and C-1 (Neighborhood Commercial) to R-1-7 (Single Unit Dwelling Residential, Minimum Lot Size 7,000 Square Feet) for Property Located at 4048 South 4800 West.

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

This rezone request contains two parcels. The surrounding zoning is mostly R-1-8, with a small area of C-1 zoning to the north. Neighboring uses are single unit dwellings to the north, south and west, with the Hunter Library across the street to the east. Most of the subject property is zoned C-1, with a small portion zoned R-1-8. The applicant is requesting R-1-7 zoning since both parcels combined are just under 8,000 sq. ft., which is the required lot area for the R-1-8 Zone. Staff has received phone calls regarding potential commercial uses on the property from time to time, but due to the property's size, it would be difficult for a commercial development to work. If the rezone request is approved, the applicant intends to remove the existing carport structure and build a new single unit dwelling. There are a few items that the applicant is proposing to be put into a development agreement if the zoning is approved.

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Mayor Lang opened the Public Hearing.

Mike Markham expressed concern about reducing residential lots. He noted that smaller lots contribute to fire risks, as flames can more easily spread from house to house. He suggested implementing building codes or fire-resistant measures on homes if lot sizes continue to decrease to help mitigate these risks.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-24, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4048 SOUTH 4800 WEST FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) AND C-1 (NEIGHBORHOOD COMMERCIAL) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 25-24 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4048 South 4800 West from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and C-1 (Neighborhood Commercial) to R-1-7 (Single Unit Dwelling Residential, Minimum Lot Size 7,000 Square Feet).

Councilmember Harmon expressed concern about the current language in the development agreement regarding basement walkouts. He prefers that no basement walkouts be allowed until after the home is sold to a new owner. His concern is that builders might use basement entrances as a marketing tactic to sell homes and is fine with homeowners adding walkouts later, but opposes allowing them during the builder phase. Councilmember Harmon indicated he will vote “no” on the agreement as it currently stands.

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

Councilmember Christnesen moved to approve Ordinance 25-24.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	No

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

Majority.

ACTION: RESOLUTION 25-108, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH S.E.A. LLC FOR APPROXIMATELY 0.19 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4048 SOUTH 4800 WEST

Mayor Lang discussed proposed Resolution 25-108 that would authorize the City to Enter into a Development Agreement with S.E.A. LLC for Approximately 0.19 Acres of Property Located at Approximately 4048 South 4800 West.

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

Evy Collins, S.E.A. LLC, submitted a zone change application (Z-4-2025) on 0.19 acres to change the zoning from R-1-8 (Single Unit Dwelling Residential, min. lot size 8,000 sq. ft.) and C-1 (Neighborhood Commercial) to R-1-7 (Single Unit Dwelling Residential, min. lot size 7,000 sq. ft.).

The proposed development agreement addresses exterior materials and minimum size for the single unit dwelling. It also allows for a 2-car garage, provided there's a space on the side of the garage to park another car, and allows the lot to be narrower than the 70' minimum width requirement in the zoning ordinance.

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

Councilmember Christensen moved to approve Resolution 25-108.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	No
Councilmember Huynh	Yes

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Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Majority.

C. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-5-2025 (APPEAL), FILED BY VALOR PROPERTIES, REQUESTING A ZONE CHANGE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2342 SOUTH 5600 WEST

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 26, 2025 in order for the City Council to hear and consider public comments regarding Application Z-5-2025 (Appeal), Filed by Valor Properties, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2342 South 5600 West.

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

The property owner is appealing the Planning Commission's denial for rezoning of the property. The rezone request consists of two parcels, which are also located within the 5600 West Overlay Zone. The surrounding zoning is LI, with neighboring properties to the north and west historically being used for auto wrecking and salvage-type uses, but are mostly vacant now. The property to the south is owned by Maverik and is being developed for a convenience store and fuel center. There are two buildings on the property that total roughly 2,600 sq. ft.; both built around 1990. The front building along 5600 West has an all-brick exterior, and includes some office and shop space, and the structure behind that is a metal shop building.

The applicant would like to operate a mechanic shop out of the buildings and use the back of the property as an outside storage yard for construction equipment and materials. Both uses are prohibited in the LI Zone. The LI Zone was created in 2016 and implemented in this area to encourage redevelopment. The Planning Commission felt that this request was not in line with the purpose of the LI Zone and the goals for redevelopment in the area.

Mayor Lang opened the Public Hearing.

Jose Luna, a West Valley City native and co-owner of the property, provided background on his parcels, noting that one is tied up in a pending boundary dispute and only one is currently usable. The usable parcel is approximately 0.46 acres

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(13,500 sq. ft.), which does not meet minimum requirements under the current LI (Light Industrial) zoning. He explained that their request to change to manufacturing zoning is strictly to allow an auto shop, not heavy industrial use, so they can operate their existing construction business. The property has been largely unused for about 20 years while owned by the state. He described neighboring properties, including a new Maverik to the south and an auto/junkyard to the north. Luna emphasized that their goal is modest: to redevelop the property with improvements such as painting, asphalt, concrete, and landscaping, giving it a “facelift” without major redevelopment.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-25, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2342 SOUTH 5600 WEST FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 25-25 that would amend the Zoning Map to Show a Change of Zone for Property Located at 2342 South 5600 West from LI (Light Industrial) to M (Manufacturing).

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

Councilmember Harmon moved to deny Ordinance 25-25.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Denied. Majority.

CONSENT AGENDA

- A. **RESOLUTION 25-116: RATIFY THE CITY MANAGER'S REAPPOINTMENT OF ABIGAIL M. DIZON-MAUGHAN, MICAH BRUNER, AND BARBARA FIELDS TO THE PROFESSIONAL**

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STANDARDS REVIEW BOARD FOR A TERM COMMENCING AUGUST 26, 2025 AND ENDING JUNE 30, 2027

Mayor Lang discussed proposed Resolution 25-116 that would ratify the City Manager's Reappointment of Abigail M. Dizon-Maughan, Micah Bruner, and Barbara Fields to the Professional Standards Review Board for a Term Commencing August 26, 2025 and Ending June 30, 2027

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

This resolution reappoints Abigail Dizon-Maughan, Micah Bruner, and Barbara Fields as members of the Professional Standards Review Board for a two year term commencing on August 26, 2025 and ending on June 30, 2027.

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

B. RESOLUTION 25-109: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF UTAH TO PROVIDE LAW ENFORCEMENT SERVICES

Mayor Lang discussed proposed resolution 25-109 that would authorize the City to Enter Into a Memorandum of Agreement with the State of Utah to Provide Law Enforcement Services.

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

The Utah Division of Forestry, Fire and State Lands oversees the management and protection of state sovereign lands throughout Utah. Due to legislative changes in 2024 (H.B. 469) that created the DNR Division of Law Enforcement, FFSL now seeks to contract with local law enforcement agencies to provide supplemental patrol services on sovereign lands. These services are designed to reduce resource degradation, prevent illegal activities, and ensure public safety on state sovereign lands through the deployment of law enforcement officers.

The West Valley City Police Department supports continuing our partnership with FFSL to provide supplemental law enforcement services on state sovereign lands within our jurisdiction such as the Jordan River Trail. This cooperative arrangement would involve deploying West Valley

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City officers to conduct patrols focused on monitoring activities, enforcing state, county and local laws, protecting sovereign lands from resource degradation and homeless camp enforcement. Officers would wear official law enforcement uniforms and utilize marked patrol vehicles during these operations.

The agreement establishes clear guidelines for patrol scheduling, reporting requirements, and officer training. Officers will be required to complete specialized training or orientations as deemed necessary by FFSL, with training compensation provided at designated agency rates to include overtime rates.

This partnership supports the department's mission to serve the community while generating additional revenue through reimbursement for services. The agreement includes provisions for detailed reporting through FFSL's records management system and maintains clear independent contractor relationships between the parties.

C. **RESOLUTION 25-110: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERAL**

Mayor Lang presented proposed resolution 25-110 that would Authorize the City to Enter Into a Memorandum of Understanding with the Utah Attorney General.

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

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

The West Valley City Police Department supports continuing our partnership with the ICAC Task Force in our mutual efforts to protect children and bring offenders to justice. This cooperative arrangement has been in place for many years and has been an effective means of increasing the West Valley City Police Department's ability to properly investigate and

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prosecute offenders who sexually exploit children through various technological mediums, provide training and equipment to department personnel involved in such investigations and prosecutions, and provide community education regarding the prevention of such crimes.

D. RESOLUTION 25-111: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUE SOLUTIONS, INC.

Mayor Lang presented proposed resolution 25-111 that would Authorize the Execution of a Professional Services Agreement with Sue Solutions, Inc.

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

The West Valley City Engineering Division is currently in the design phase of the 4000 West Improvements Project. Planned improvements include curb and gutter installation, sidewalk construction, roadway widening, drainage upgrades, reconstruction where necessary, and paving a new roadway surface between 4100 South and 4700 South. To move forward with storm drain and roadway design, it is critical to identify the location and depth of several underground utilities in order to reduce the risk of utility conflicts and avoid costly change orders during construction.

SUE Solutions, Inc., a firm specializing in subsurface utility engineering (SUE), will provide services to locate existing underground utilities along the project corridor. Under this agreement, SUE Solutions will conduct up to 45 test holes. The data collected will be provided to the Engineering Division and incorporated into the final design of the project.

E. RESOLUTION 25-112: AUTHORIZE THE CITY TO EXECUTE A COOPERATIVE EMERGENCY ACCESS AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION

Mayor Lang presented proposed resolution 25-112 that would authorize the City to Execute a Cooperative Emergency Access Agreement with the Utah Department of Transportation.

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

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Property is being developed by GVIIW 5400 S Industrial Owner LLC at approximately 7301 West 5400 South. The developer is building a public road as a single point of access for over 28 acres of industrial development. The Developer and the Fire Department have requested from UDOT an emergency access onto 5400 South east of the proposed public road. UDOT's access management policies do not allow for the construction of a second public roadway access point onto 5400 South however they will allow an emergency access to be constructed with a locked gate that is accessible only to the Fire Department if the City signs a maintenance agreement with UDOT. The City is signing the maintenance agreement with UDOT and the developer is agreeing to maintain and repair the access for the City into the future.

F. RESOLUTION 25-113: AUTHORIZE THE CITY TO EXECUTE AN ACCESS MAINTENANCE AGREEMENT WITH GVIIW 5400 SOUTH INDUSTRIAL OWNER, LLC

Mayor Lang presented proposed resolution 25-113 that would authorize the City to Execute an Access Maintenance Agreement with GVIIW 5400 South Industrial Owner, LLC

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

Property is being developed by GVIIW 5400 S Industrial Owner LLC at approximately 7301 West 5400 South. The developer is building a public road as a single point of access for over 28 acres of industrial development. The Developer and the Fire Department have requested from UDOT an emergency access onto 5400 South east of the proposed public road. UDOT's access management policies do not allow for the construction of a second public roadway access point onto 5400 South however they will allow an emergency access to be constructed with a locked gate that is accessible only to the Fire Department if the City signs a maintenance agreement with UDOT. The City is signing the maintenance agreement with UDOT and the developer is agreeing to maintain and repair the access for the City into the future.

G. RESOLUTION 25-114: ACCEPT A TEMPORARY TURNAROUND EASEMENT FROM GVIIW 5400 SOUTH INDUSTRIAL OWNER, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 7400 WEST 5400 SOUTH

Mayor Lang discussed proposed Resolution 25-114 that would accept a Temporary

MINUTES OF COUNCIL REGULAR MEETING AUGUST 26, 2025

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Turnaround Easement from GVIIW 5400 South Industrial Owner, LLC for Property Located at Approximately 7400 West 5400 South

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

The proposed WVC ViaWest Subdivision, located at 7400 West 5400 South includes a public street to be known as Logistics Lane (7400 West) which will terminate in a dead end. As such, a Temporary Turnaround Easement was required from this property owner and from the adjoining owner to the west, as a condition of approval for the proposed subdivision. The Temporary Turnaround Easements will automatically terminate upon the extension of the road in the future.

H. **RESOLUTION 25-115: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A QUITCLAIM DEED WITH AND FROM SALT LAKE COUNTY FOR PROPERTY LOCATED 3060 SOUTH LESTER STREET**

Mayor Lang discussed proposed Resolution 25-115 that would authorize the City to Enter Into a Right-of-Way Purchase Agreement and Accept a Quitclaim Deed With and From Salt Lake County for Property Located 3060 South Lester Street

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

The Salt Lake County property located at 3060 S. Lester Street is one of several properties affected by the required removal and replacement of ADA ramps for the 2025 Asphalt Overlay Project. As part of this project several residential streets were roto-milled and overlaid. Any existing ADA ramps which did not comply with the current ADA standards and regulations were removed and replaced.

The Quit Claim Deed will allow the city and its contractor to tie in existing improvements on grantor's property such as sod and sprinklers to match new improvements constructed by the project. Compensation for the Quit Claim Deed in the amount of \$800.00 was based upon land values for property in the area.

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

Councilmember Whetstone moved to approve items on the consent agenda.

Councilmember Harmon 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.

NEW BUSINESS

A. CONVENE AS BOARD OF CANVASSERS FOR THE MUNICIPAL PRIMARY ELECTION HELD AUGUST 12, 2025

ACTION: RESOLUTION 25-117, ACCEPT AND APPROVE THE RESULTS OF THE MUNICIPAL PRIMARY ELECTION HELD AUGUST 12, 2025 AS SHOWN ON THE CANVASS REPORT

Mayor Lang presented Resolution 25-118 that would accept and Approve the Results of the Municipal Primary Election Held August 12, 2025 as Shown on the Canvass Report.

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

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal Primary Election no sooner than seven days and no later than 14 days after the election.

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 items on the consent agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
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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, AUGUST 26, 2025 WAS ADJOURNED AT 7:21 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, August 26, 2025.

Nichole Camac, MMC
City Recorder

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

ISSUE:

An ordinance text change to modify residential surfacing standards as well as clarify and consolidate the residential landscape standards.

SYNOPSIS:

City staff is proposing an ordinance text change to amend Sections 7-1-103, 7-2-115, 7-6-203, 7-9-114 and 7-11-200P of the zoning ordinance as well as Chapter 24-7 which address standards for residential surfacing and landscaping. This change would consolidate the existing standards, remove duplications or conflicting information as well as provide uniform surfacing standards. These changes are summarized as follows:

7-1-103 DEFINITIONS:

- Remove definition (85) – Decorative Dirt
- Update Landscape definition (149)
- Add new definitions for Xeriscape and Zeroscape
- An update to 24-7-101(4) included in the City Council review.

7-9-114 SURFACING:

- Amend (e.) to increase maximum allowed surfacing to 50% and applying this standard uniformly across all residential lots. Current regulations vary the maximum allowable lot coverage based on location and house type. This variability has led to confusion among property owners and inconsistencies in enforcement.
- Add (f.) to restrict all front yard parking from overlapping more than four feet of the front of the house to replace Section 7-2-115(2).
- Remove conflicting Section 7-11-209(3) - Redundant

LANDSCAPING:

- Keep landscape standards in Section 7-11-205
- Update paragraph 2 of Section 7-11-205 to 25%, remove Decorative Dirt and add Xeriscape and Zeroscape language.
- Clarify landscaping for existing residential and add Code reference to standards in Section 7-6-203(2)
- Combine paragraph 5 of Section 7-6-203(5) with paragraph 2
- Remove landscape standards from Section 24-7-103 with reference to Title 7 for City Council review.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

1 **WEST VALLEY CITY, UTAH**

2

3 **ORDINANCE NO. _____**

4

5 Draft Date: 8/7/2025

6 Date Adopted:

7 Date Effective:

8

9 **AN ORDINANCE AMENDING TITLES 7 AND 24 OF THE**

10 **WEST VALLEY CITY MUNICIPAL CODE TO UPDATE**

11 **LANDSCAPING REGULATIONS.**

12

13 **WHEREAS**, Title 7 of the West Valley City Municipal Code establishes regulations for

14 land use within the City; and

15 **WHEREAS**, the City desires to update said regulations to amend certain landscaping

16 standards applicable throughout the City; and

17 **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is

18 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend

19 Titles 7 and 24 of the West Valley City Municipal Code.

20 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of West Valley City,

21 Utah as follows:

22 **Section 1. Repealer.** Any provision of the West Valley City Municipal Code found

23 to be in conflict with this Ordinance is hereby repealed.

24 **Section 2. Amendment.** Titles 7 and 24 of the West Valley City Municipal Code are

25 hereby amended as follows:

26 **7-1-103. DEFINITIONS.**

27 Whenever any words or phrases used in this Title are not defined herein, but are defined in

28 related sections of the Utah Code or the West Valley City Municipal Code, such definitions are

29 incorporated herein and shall apply as though set forth herein in full, unless the context clearly

indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted meanings within the context in which they are used.

Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term “shall” is always mandatory, and the term “may” is permissive. The following terms as used in this Title shall have the following meanings:

(1) “Accessory Building” means a detached Building incidental to and located on the same Lot occupied by a Primary Building and subordinate in height and area to the Primary Building, but can be up to 14 feet in height.

(2) “Accessory Dwelling Unit” and “Internal Accessory Dwelling Unit” have the meanings set forth in Title 10, Chapter 9a, Utah Code Annotated 1953, or successor statute.

(3) “Accessory Use” means a Use customarily incidental and subordinate to the Primary Use or Building and located on the same Lot therewith, not including Uses which dominate in area, extent, or purpose over the Primary Use or Building.

(4) “Agricultural Building” means a Building exempt from the Utah State Construction Code pursuant to Section 15A-1-204, Utah Code Annotated 1953, as a Structure used solely in conjunction with agricultural Use and not for human occupancy.

(5) “Agricultural Business or Industry” means the processing of raw food products by packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry or egg production. Notwithstanding this subsection, nonanimal food processing plants located in an urban renewal area or community reinvestment area in the M Zone are not Agricultural Business or Industry.

(6) “Agricultural Zones” means the A, A-1, and A-2 zones.

(7) “Agriculture” means land used for the production of food through the tilling of the soil, the raising of crops, or horticulture and gardening, but excluding the keeping or raising of domestic Animals or fowl and Agricultural Business or Industry.

(8) “Airport” means any landing area, runway, or other facility designed, used, or intended to be used either publicly or privately by any Person or Persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other Buildings and open spaces.

(9) “Alcohol Establishment” means a business involved in the sale, manufacture, or distribution of alcoholic beverages for retail or wholesale purposes, excluding Off-Premises Beer Retailers.

(10) “Alcoholic Products” means all products obtained by fermentation, infusion, decoction, brewing, distillation, or any other process that uses any liquid or combination of liquids, whether drinkable or not, to create alcohol and that contain at least 0.63 percent alcohol by volume or 0.5 percent alcohol by weight, excluding common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines.

(11) “Alley” means a secondary vehicular and pedestrian access to abutting properties not intended for general traffic circulation.

(12) “Alteration” means a physical change or addition to a site, Building, or Structure.

(13) “Alternative Financial Service Provider” means Car Title Loan businesses, Check Cashing businesses, Pawnbrokers, Unchartered Financial Service Providers, and any businesses or entities offering similar services.

(14) “Amenity” means an aesthetic, recreation, or service component integrated into a Development to increase its desirability or marketability.

(15) “Animal” means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

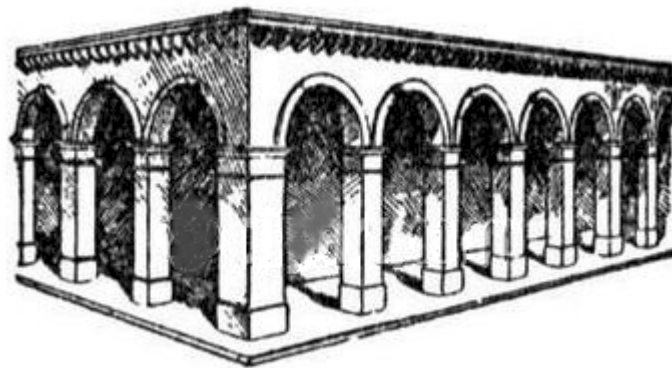
(16) “Animal Training” means the training of two or more Animals for compensation, whether boarded on the premises or transported to the premises for training.

(17) “Apartments” means a Building or group of Buildings with five or more rental Dwelling Units per Building. Apartments meet all of the following characteristics: (a) all

Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

(18) “Applicant” means a Person, firm, association, partnership, corporation, or any other entity or combination thereof owning property or serving as agent of a property Owner and requesting a modification or approval required by this Title.

(19) “Arcade” means a series of arches supported by columns, piers, or pillars Attached to a wall to form a roofed passageway or lane as illustrated below:



(20) “Architectural Banding” means a horizontal band at least six inches thick applied to the Facade of a Building, including but not limited to a change in color, texture, pattern, material, or relief.

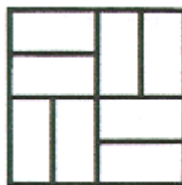
(21) “Arterial Street, Major” means a Street with up to seven lanes for which the principal function is movement of large volumes of traffic from Collector Streets.

(22) “Arterial Street, Minor” means a Street with up to five lanes for which the principal function is movement of traffic.

(23) “Artist Studio” means a place of work for an artist, artisan, or craftsperson, including Persons engaged in the application, teaching, or performance of the fine arts.

(24) “Assisted Living Facility” means Residences for the frail elderly providing rooms, meals, personal care, and supervision of self-administered medication.

- (25) “Attached” means a physical connection between Buildings or parts of Buildings, including common walls or overhead roof Structures or Canopies.
- (26) “Automobile Sales, Used” means the Use of property for the display and sale of used motor vehicles, including related financing services.
- (27) “Automobile Sales, New” means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.
- (28) “Automobile Service” means the repair, rental, and maintenance of automobiles and trucks, including but not limited to body shops, transmission shops, lube and emissions centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.
- (29) “Bail Bonds Dealer” means any individual or entity offering or facilitating bail bond services, including but not limited to any individual or entity licensed as a bail bond agency or producer under the Bail Bond Act or any amended or successor statute.
- (30) “Basement” means a Story partly underground. A Basement is a Story for the purpose of height measurement if over one-half of its total height is above ground.
- (31) “Basket Weave Brick Pattern” means a pattern of bricks in which bricks alternate between horizontal and vertical placement as illustrated below:



- (32) “Bathroom” means a room for personal hygiene activities containing a toilet and a sink. A Bathroom may also include a shower or bathtub.
- (33) “Bedroom” means a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a Bathroom without crossing another Bedroom.

(34) “Billboard” means a freestanding, outdoor sign if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located, including any sign Structure, support, or lighting that is part of, related to, or supports the sign.

(35) “Blade Sign” means a small, pedestrian scale sign placed at or near the top of the ground floor of a building that is perpendicular to the Building Facade.

(36) “Block” means a unit of land bounded by Streets, with the length of the block measured at the property Frontage Lot lines.

(37) “Blood Plasma Center” means an establishment where patrons receive compensation for donating blood plasma.

(38) “Boarding Home” means a Dwelling Unit, or portion thereof, wherein a room or rooms are rented under two or more separate written or oral rental agreements, leases, or subleases or combination thereof, whether or not the owner, agent, or rental manager resides within the Dwelling Unit.

(39) “Body Piercing” means the act of piercing any part of the body of an individual, excepting the ears, for the purpose of allowing the insertion of earrings, jewelry, or similar objects into the body.

(40) “Brew Restaurant” means a business licensed to brew and sell beer for on-premises consumption in connection with a bona fide Restaurant where the revenue from the sale of beer is less than 30 percent of gross revenue.

(41) “Brew Restaurant and Liquor Retailer” means a Brew Restaurant that also holds a liquor license subject to the Alcoholic Beverage Control Act.

(42) “Buildable Area” means that portion of a Lot which may be developed after required setbacks are deducted.

(43) “Building” means any Structure having a roof supported by columns or walls for the housing or enclosure of Persons, Animals, or chattels.

- 149 (44) “Building Coverage” means the percentage of a Lot that is or can be covered by
150 Buildings.
- 151 (45) “Building Height” means the vertical distance from the Grade to the highest point of
152 the coping of a flat roof or to a point midway between the lowest part of the eaves or
153 Cornice and ridge of a hip or Gable Roof. In the CC zone, Building Height shall be
154 measured as the vertical distance between the lowest point of the roof and the average
155 elevation of the corners of the Building at finished Grade.
- 156 (46) “Building, Primary” means a principal Building or a Building housing a principal Use
157 on a Lot.
- 158 (47) “Bus Terminal” means any premises for the storage or parking of buses or the loading
159 or unloading of passengers, excluding public transportation service offered by a public
160 entity.
- 161 (48) “Canopy” means a roofed Structure not completely enclosed by walls supported by
162 structural supports extending directly to the ground, excluding Carports.
- 163 (49) “Car Title Loan” means taking possession of an automobile title in exchange for
164 consideration or extension of a loan, excluding loans made by federal or state chartered
165 banks and credit unions.
- 166 (50) “Caretaker’s Dwelling” means a Dwelling Unit for the caretaker of an otherwise
167 nonresidential Building that is completely contained within the nonresidential Building. No
168 Caretaker’s Dwelling shall be rented, leased, or otherwise hired out. At least one occupant of
169 a Caretaker’s Dwelling shall be employed by the business and shall have on-site job
170 responsibilities.
- 171 (51) “Cargo Container” means a prefabricated metal Structure designed for use as an
172 individual shipping container in accordance with international standards for overseas
173 shipping, designed to be mounted on a rail car as freight, or designed as an enclosed truck
174 trailer.

(52) “Carport” means a roofed Structure enclosed on not more than three sides and providing space for the parking of motor vehicles.

(53) “Check Cashing” means cashing a check for consideration or extending a Deferred Deposit Loan and any similar activity or enterprise, including but not limited to all businesses licensed by the State of Utah pursuant to the Check Cashing Registration Act.

(54) “Church” means a Building, together with its Accessory Buildings and Uses, where Persons regularly assemble for religious worship and which is maintained and controlled by a nonprofit religious body organized to sustain religious worship.

(55) “City” means West Valley City.

(56) “City Attorney’s Office” means the Law Department of West Valley City.

(57) “City Council” means the City Council of West Valley City.

(58) “City/County Health Department” means the Salt Lake City or County Health Department.

(59) “City Manager” means the chief executive officer of West Valley City.

(60) “City Recorder” means the West Valley City Recorder.

(61) “Club License” means a dining club license, equity club license, fraternal club license, or social club license or substantially equivalent license issued pursuant to the Alcoholic Beverage Control Act.

(62) “Collector Street” means a Street up to three lanes which carries traffic from Minor Streets to the Arterial Street system, including the principal Entrance and circulation Streets within residential Developments.

(63) “Colonnade” means a series of columns set at regular intervals and supporting the base of a roof Structure.

(64) “Commercial” means any Use involving the exchange, purchase, or sale of goods or services for gain or economic profit.

(65) “Commercial Complex” means two or more Commercial Uses on a single Lot or adjacent Lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or Landscaping or which are approved as elements in an overall Site Plan under a Conditional Use or Subdivision application.

(66) “Commercial Zones” means the C-1, C-2, C-3, CC, BRP, and MXD zones.

(67) “Commissary” means an establishment where food is prepared and where no retail sales are conducted at the establishment.

(68) “Community and Economic Development Department” means the Community and Economic Development Department of West Valley City.

(69) “Community Use” means a Use which has the primary purpose of serving the educational, religious, recreational, or governmental needs of the general community, including but not limited to Churches, educational institutions, Public Parks, Buildings, facilities, and cemeteries. Detention Facilities, halfway houses, alcohol rehabilitation centers, Buildings offering lodging or residential services, and similar Uses are excluded from the definition of “Community Use.”

(70) “Concert” means an assembly of 125 or more patrons at any given time for the purpose to provide or enjoy musical performances or another similar event for which tickets are sold or entry fees charged.

(71) “Concert Hall” means any establishment which is not a Concert Venue but holds Concerts.

(72) “Concert Venue” means the Maverik Center, USANA Amphitheater, Utah Cultural Celebration Center, Rocky Mountain Raceway, or Hale Center Theater.

(73) “Conditional Use” means a land Use that is permitted with conditions imposed to mitigate detrimental effects.

(74) “Conditional Use Permit” means a permit issued by the City outlining the requirements of approval for a Conditional Use, including written conditions and final, approved Development Plans, if applicable.

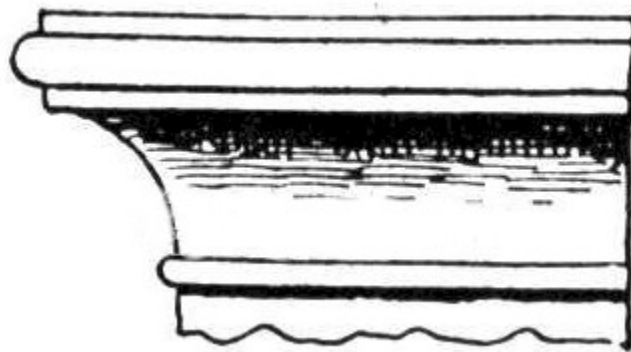
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

(76) "Consolidated Fee Schedule" means the schedule of fees adopted in the West Valley City Municipal Code.

(77) "Convalescent Center" means a facility licensed as a nursing care facility by the State of Utah.

(78) "Convenience Store" means any Building which contains less than 5,000 square feet of net floor area and which is used for retail sale of prepackaged food, produce, and other nonfood commodities.

(79) "Cornice" means the uppermost section of moldings along the top of a wall or just below a roof as illustrated below:

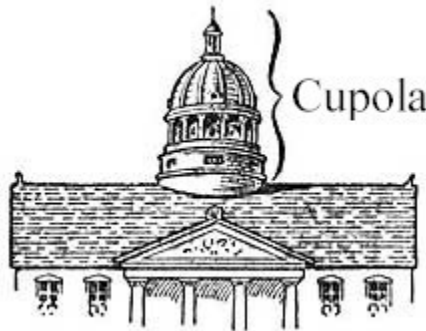


(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

(81) "Crisis Nursery and Counseling Center" means an establishment that provides daytime and overnight care for children who are at risk of abuse or neglect and counseling to individuals and families, but does not provide medical treatment.

(82) "Cul-de-Sac" means a Minor Street with only one outlet and a terminal for the safe and convenient reversal of traffic.

(83) “Cupola” means a small ornamental Structure built on top of a roof, such as a dome, as illustrated below:



(84) “Day Care/Preschool Center” means any facility at a nonresidential location licensed by the State of Utah to provide children with daycare or preschool instruction as a Commercial business.

~~(85) “Decorative Dirt” means an earth or earth-like substance free of weeds. Decorative Dirt does not include grass, flowers, flower beds, bushes, trees, bark, gravel, or artificial turf.~~

~~(86)~~85 “Decorative Parapet” means an arched, gabled, or stepped Parapet.

~~(87)~~86 “Dedication of Land” means the conveyance of land to the City by a property Owner or developer for public use.

~~(88)~~87 “Deferred Deposit Loan” means a transaction where a Person presents a check written upon his or her account to a Check Cashing business in exchange for money and the promise to refrain from cashing the check until a later date or any similar transaction.

~~(89)~~88 “Density” means the number of Dwelling Units per gross acre of land.

~~(90)~~89 “Detention Facility/Jail” means any facility operated to house offenders in a secure setting for the duration of their confinement or any facility providing assessment, stabilization, or treatment services for parole violators or noncompliant probationers.

~~(91)~~90 “Development” means any manmade change to real estate, including but not limited to the erection of Buildings or Structures, mining, dredging, filling, grading, paving, excavation, or drilling.

(~~92~~91) “Development Agreement” means a voluntary agreement between the City, using its legislative judgment, and a property Owner or developer relating to a proposed Development within the City that shall run with the land and be binding upon all successors and assigns of the property Owner or developer.

(~~93~~92) “Development Plan” means all plans, studies, plats, statements, reports, and information required by this Title.

(~~94~~93) “Director of Health” means the legally designated Director of the Salt Lake City or County Health Department or any representative authorized by such official to act on his or her behalf.

(~~95~~94) “Dwelling Unit” means one or more rooms connected together in a Structure in which doors and hallways provide shared access to common living facilities, including but not limited to provisions for sleeping, eating, cooking, and sanitation. All occupants of a Dwelling Unit live together as a single housekeeping unit where all occupants maintain free access to all living spaces within the Dwelling Unit and all exits to and from the Dwelling Unit.

(~~96~~95) “Entrance” means the location of ingress to a room, Building, or Lot.

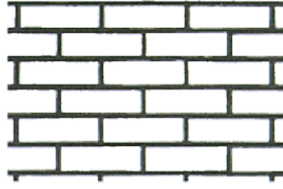
(~~97~~96) “Exit” means the location of egress from a room, Building, or Lot.

(~~98~~97) “Event Center, Indoor” means an indoor stadium, arena, Concert Hall, dance hall, or Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos, receptions, parties, or other similar indoor events.

(~~99~~98) “Event Center, Outdoor” means an outdoor stadium, arena, amphitheater, or similar venue that hosts sporting events, Concerts, theatrical performances, rodeos, or similar outdoor events.

(~~100~~99) “Facade” means any face or elevation of a Building.

(~~101~~100) “Face Brick Pattern” means a brick pattern in which all bricks are laid horizontally with the end of bricks aligned with the midpoint of the brick below as illustrated below:



(~~402~~101) “Fast Food Establishment” means any establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state and whose principal method of operation includes the following characteristics:

- a. Foods and beverages are usually served in edible or disposable containers;
- b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or
- c. The establishment provides drive-in, drive-through, and/or walk-up service.

(~~403~~102) “Fence” means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative purposes.

(~~404~~103) “Fenestration” means openings in a Building wall that allow light and views between the Building’s interior and exterior.

(~~405~~104) “Final Plat” means a map of a Subdivision which has been accurately surveyed to permit identification of Streets, Alleys, Blocks, Lots, and other divisions and which conforms with this Title and state law.

(~~406~~105) “Financial Institution” means a bank, savings and loan institution, credit union, mortgage office, or automated teller machine, excluding Alternative Financial Service Providers.

(~~407~~106) “Fire Department” means the West Valley City Fire Department.

(~~408~~107) “Fitness Center” means a facility where individuals use equipment or space for the purpose of physical exercise.

317 (109108) “Flood” or “Flooding” means a general and temporary condition of partial or
318 complete inundation of normally dry land areas from the overflow of inland or tidal waters
319 or the unusual and rapid accumulation or runoff of surface waters from any source.

320 (110109) “Flood Control and Storm Drainage Ordinance” means the West Valley City
321 Flood Control and Storm Drainage Ordinance as presently adopted and amended in the
322 future.

323 (111110) “Flood, 100-Year” means a Flood having a one percent chance of being equaled
324 or exceeded in any given year.

325 (112111) “Flood, 10-Year” means a Flood having a 10 percent chance of being equaled or
326 exceeded in any given year.

327 (113112) “Floodplain, 100-Year” means that area adjacent to a drainage channel which
328 would be inundated by a 100-Year Flood.

329 (114113) “Focal Point” means a point of convergence and interest.

330 (115114) “Food Vending Unit” means a unit that is manually pushed or pulled behind a
331 vehicle and is not motorized to move on its own power, that remains stationary in one
332 location, that is temporary and not permanently established, and which is used for the sale of
333 food and beverages for immediate consumption.

334 (116115) “Four Unit Dwelling” means a Building arranged or designed to have only four
335 Dwelling Units under one ownership on one Lot, such as a fourplex.

336 (117116) “Freeway” means a Street with fully controlled access designed to link major
337 destination points. A Freeway is designed for high speed traffic with a minimum of four
338 travel lanes.

339 (118117) “Frontage” means all property adjacent to a Right-of-way, waterway, or political
340 Subdivision boundary, measured along the Street or boundary line. An intercepting Street
341 shall determine only the boundary of the Frontage on the side of the Street which it
342 intercepts.

(119118) “Gable Roof” means two pitched roofs back to back forming a triangular roof as illustrated below:



(120119) “Garage, Private” means a Structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging to the residents of that dwelling. A Private Garage may be Attached or detached and is considered “Attached” if the garage and dwelling share a roof or wall.

(121120) “Garden Center” means a place of business where plants, nursery products, potting soil, power equipment, and other garden tools and equipment are sold to the consumer.

(122121) “Gathering Place” means an area allocated and designed for the purpose of accommodating the assembling and meeting of people, such as a courtyard or plaza.

(123122) “General Plan” means the document the City has adopted in accordance with state law to set forth general guidelines and principles for future Development.

(124123) “Grade” means the natural Grade as established by the elevation of the existing surface of the land prior to commencement of any proposed improvements or any previous disturbance of the site.

a. When not readily established due to prior modifications, Grade shall be fixed by reference elevations and points where the prior disturbance appears to meet undisturbed properties.

b. The Grade shall connect to the elevation and slopes of adjoining properties without a need for retaining walls, abrupt differences in the visual slope of the land, and without changing the direction or flow of runoff water.

c. When measuring Building Height from Grade, the height is measured by the vertical distance from Grade to the highest point of the Parapet wall of a flat roof, or to a point

midway between the lowest point of the eaves or Cornice and the ridge of a hip or Gable Roof.

d. For Buildings having no wall approximately parallel to and within five feet of a Street, the Grade shall be the average level of the finished surface ground adjacent to the exterior walls of the Building.

~~(125)~~124) “Grading/Site Development Ordinance” means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

~~(126)~~125) “Grocery Store” means a retail establishment with a net floor area over 5,000 square feet offering food and other household products.

~~(127)~~126) “Gun Range, Indoor” means a Building with facilities for the firing of firearms.

~~(128)~~127) “Gun Range, Outdoor” means an outdoor facility for the firing of firearms.

~~(129)~~128) “Hardware Store” means a facility with a gross floor area under 30,000 square feet primarily engaged in the retail sale of hardware, including but not limited to tools, builder’s hardware, plumbing and electrical supplies, housewares and household appliances, and paint and glass.

~~(130)~~129) “Heavy Equipment Sales and Service” means a business selling and servicing equipment such as backhoes, bulldozers, cranes, excavators, construction equipment, and similar equipment or vehicles.

~~(131)~~130) “Heavy Industrial” means asphalt and concrete plants; crematories; electric generating plants and facilities; sand and gravel excavation, processing, and storage; manufacturing and storage of chemicals, explosives, and fuels; Outdoor Gun Ranges; outdoor manufacturing; indoor sewage treatment and disposal facilities; and water purification facilities. “Heavy Industrial” does not include Outdoor Waste Management Facilities.

~~(132)~~131) “Heavy Trucks” means concrete transport trucks, dump trucks, garbage trucks, log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

395 (133~~1~~32) “Hip Roof” means a Gable Roof with the ends brought together at the same pitch
396 as the rest of the roof.

397 (134~~1~~33) “Home Child Care” means care for children who are nonfamily members in an
398 occupied dwelling by the resident of that dwelling and up to one employee who is not a
399 resident of that dwelling.

400 (135~~1~~34) “Home Improvement Center” means an establishment over 30,000 square feet
401 selling various household goods, tools, and Building materials, household appliances,
402 electronic equipment, household Animal supplies, and nursery products.

403 (136~~1~~35) “Home Occupation” means any lawful Use conducted within a dwelling by
404 residents of the dwelling which is incidental and secondary to the residential Use of the
405 dwelling and does not change the residential character of the dwelling or neighborhood.

406 (137~~1~~36) “Home Preschool” means a preschool program for nonfamily members in an
407 occupied dwelling by residents of that dwelling.

408 (138~~1~~37) “Hospital” means an establishment that offers facilities and beds for use beyond a
409 24-hour period for individuals requiring diagnosis, rehabilitation, treatment, or cure for
410 illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly
411 makes available services including but not limited to clinical laboratory services, diagnostic
412 X-ray services, detoxification, and treatment facilities for surgery, obstetrical care, or other
413 medical treatments of similar scope.

414 (139~~1~~38) “Household Pet” has the meaning set forth in Section 7-2-122.

415 (140~~1~~39) “Incinerator” means a furnace or similar apparatus for burning waste, trash, or
416 garbage.

417 (141~~1~~40) “Inland Port” and “Inland Port Use” have the meanings set forth in the Utah
418 Inland Port Authority Act, Title 11, Chapter 58, Utah Code Annotated 1953, or successor
419 statute.

420 (142~~1~~41) “Instructional Facilities” means indoor facilities used for private Commercial
421 instruction in arts, crafts, physical fitness, or other skills.

(143142) “Intensity” means the concentration of activity and the size of Buildings and Structures, including the number of people, cars, visitors, and customers present, the hours of operation, and the presence of outdoor advertising.

(144143) “Intensive Retail Service” means a Use engaged in providing retail sale, rental, service, processing, or repair of items for household use, including but not limited to groceries, cards and stationery, books, toys, cosmetics, and sporting equipment.

(145144) “Junk” means any salvaged, discarded, or scrapped copper, brass, iron, steel, metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, dismantled or inoperable motor vehicles, and other articles and materials commonly designated as Junk.

(146145) “Kennel” means any place where three or more Animals over six months of age are kept for sale, boarding, care, or breeding for which a fee is charged or paid.

(147146) “Kennel, Sportsman’s” means a Kennel for the keeping of three to five dogs for noncommercial use on a Lot of at least one acre.

(148147) “Knee Brace” means a diagonal support placed across the angle between a Building overhang or roof and the Building wall.

(149148) “Landscaping” means the improvement of property through the addition of living plants that are rooted directly into natural soil or earth and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, flowers, and vegetative or nonvegetative permeable groundcover. “Landscaping” does not include Zeroscape Landscaping or installations where plants are placed in containers, raised beds, or planter boxes on hard surfaces.

(150149) “Laundromat” means an establishment providing washing, drying, or dry cleaning machines on the premises on a pay-per-use basis to the general public.

(151150) “Less Intensive Retail Service” means a retail Use with more than 75 percent of the gross floor area used for display and sales of bulky commodities, including but not limited to furniture, large appliances, Building materials, carpeting and floor covering, and air conditioning and heating equipment.

(~~152~~151) “Light Industrial” means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties.

(~~153~~152) “Lingerie Store” means a retail establishment meeting any of the following criteria:

- a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;
- b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or more of gross sales; or
- c. The establishment is marketed as a Lingerie Store or adult establishment.

(~~154~~153) “Lodging Facility” means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such Lodging Facility or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

(~~155~~154) “Lot” means an individually described plot of land occupied, or capable of being occupied, by one Building or group of Buildings, together with such Yards, open areas, and Yard areas as required by this Title, and having full Frontage on and unrestricted access to a dedicated Street.

476 (156155) “Lot, Corner” means a Lot abutting on two intersecting or intercepting Streets
477 where the interior angle of intersection or interception does not exceed 135 degrees.

478 (157156) “Lot, Interior” means a Lot other than a Corner Lot.

479 (158157) “Lot Line Adjustment” means the relocation of the property boundary line
480 between two adjoining Lots with the consent of the Owners of record which does not create
481 new Lots or Dwelling Units and all requirements of this Title are met.

482 (159158) “Lot Split” means the division of property into two legal Lots.

483 (160159) “Lot Width” means the distance between the side Lot lines measured along a
484 straight line at the minimum required front setback. For Corner Lots, the Lot Width is the
485 lesser of the two distances between the abutting Streets to the Interior Lot lines opposite
486 those Streets.

487 (161160) “Major Street Plan” means the plan defining the future alignment of Streets and
488 their Rights-of-way which has been approved by the Planning Commission and City
489 Council.

490 (162161) “Mansard Roof” means a roof with a steep lower slope and a flatter upper slope
491 on all sides.

492 (163162) “Manufacturer of Alcoholic Products” means the same as set forth in the
493 Alcoholic Beverage Control Act.

494 (164163) “Manufacturing Zones” means the LI and M zones.

495 (165164) “Masonry Wall” means a solid wall constructed entirely of concrete block that is
496 colored, painted or textured; precast concrete panels and posts; brick; or stone. Masonry
497 Walls constructed of concrete block may be covered with stucco. Hollow core walls or walls
498 that include foam, fiber glass, or other materials that are not concrete, brick, or stone shall
499 not be considered Masonry Walls.

500 (166165) “Massage” and “Massage Therapy” mean the same as set forth in the Massage
501 Therapy Practice Act or any amended or successor legislation.

502 (167) “Massage Establishment” means any place where Massage or Massage Therapy
503 is practiced for hire.

504 (168) “Minor Street” means a Street with no more than two lanes for which the
505 principal function is access to abutting land and for which traffic movement is a secondary
506 function.

507 (169) “Mobile Food Vending Vehicle” means a fully enclosed motorized vehicle
508 mounted food service establishment which is operated by a vendor within the frame of the
509 vehicle, which sells food products for immediate consumption, and which moves under its
510 own power, not being manually pushed, pulled, or towed by another vehicle.

511 (170) “Mobile Home” means a Structure that is transportable in one or more sections,
512 built on a permanent chassis, and is designed to be used without a permanent foundation as a
513 Residence or temporary housing accommodation, excluding Recreational Vehicles and
514 travel trailers.

515 (171) “Mobile Home Park” means any plot of ground upon which two or more Mobile
516 Homes are located with or without compensation.

517 (172) “Mobile Home Space” means a plot of ground within a Mobile Home Park which
518 is designed for the accommodation of one Mobile Home.

519 (173) “Mobile Home Stand” means that part of a Mobile Home Space which has been
520 reserved for the placement of one Mobile Home with appurtenant Structures or additions.

521 (174) “Mobile Home Subdivision” means a residential Subdivision designed to offer
522 Lots under separate Ownership for the placement of Mobile Homes.

523 (175) “Mortuary” means a facility in which dead bodies are prepared for burial or
524 cremation or where funeral services are conducted.

525 (176) “Motorized Outdoor Recreation Equipment” means motorized or commonly
526 motorized equipment used in off-road or recreational activities, including but not limited to
527 boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

528 (177176) “Movie Theater” means an establishment containing audience seating and at least
529 one screen or facility to view movies.

530 (178177) “Moving Truck Rental Business” means an establishment where moving trucks
531 or trailers are stored outside and rented to customers.

532 (179178) “Multiple Unit Dwelling” means a Building arranged or designed to provide for
533 more than four Dwelling Units.

534 (180179) “Mural” means any mosaic, painting, or graphic art or combination thereof which
535 is professionally applied to a Building; does not contain any brand name, product name,
536 letters of the alphabet spelling or abbreviating the name of any product, company,
537 profession, or business; or any logo, trademark, trade name, or other commercial message.

538 (181180) “Natural Drainage Course” means any natural watercourse which is open
539 continuously for the flow of water in a definite direction or course.

540 (182181) “Natural Waterways” means those areas along streams, rivers, creeks, gullies,
541 springs, or washes which are natural drainage channels and in which no Buildings are to be
542 constructed.

543 (183182) “Neighborhood Grocery” means a retail establishment with 5,000 square feet or
544 less which sells food and other household products, which does not sell motor fuel, and
545 which is closed between the hours of 10:00 P.M. and 6:00 A.M.

546 (184183) “Neighborhood Service Establishment” means low impact retail and service Uses
547 which supply frequently purchased necessities with minimal customer travel, including
548 bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

549 (185184) “Nonconforming Structure” means a Structure that legally existed before its
550 current Zoning designation and, because of subsequent Zoning changes, does not now
551 conform to the Zoning Ordinance’s setback, height restrictions, or other regulations that
552 govern the Structure.

553 (186185) “Nonconforming Use” means a Use of land that legally existed before its current
554 Zoning designation, has been maintained continuously since the time the Zoning regulation

555 governing the land changed, and because of subsequent Zoning changes does not now
556 conform to the Zoning regulations that now govern the land.

557 (~~187~~186) “Office, Medical and Dental” means a Building used by physicians, dentists, or
558 similar personnel for the treatment and examination of patients and where no overnight stays
559 occur.

560 (~~188~~187) “Office, Professional” means a Building used by attorneys, accountants,
561 insurance or real estate agents, and other individuals offering professional services.

562 (~~189~~188) “Off-Premises Beer Retailer” means a licensed place of business wherein beer is
563 sold in original containers to be consumed off the premises.

564 (~~190~~189) “Outdoor Waste Management Facility” means any outdoor facility that stores,
565 treats, or processes liquid waste, sludge, or solid waste, including but not limited to human
566 and animal waste and household garbage.

567 (~~191~~190) “Outside Display of Merchandise” means the outside display of goods in
568 conjunction with an approved retail business.

569 (~~192~~191) “Outside Storage” means the keeping of any goods, materials, or equipment
570 outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities,
571 Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

572 (~~193~~192) “Overpressure” means a sudden increase in air pressure resulting from an
573 explosion traveling at the speed of sound.

574 (~~194~~193) “Owner” means the Owner in fee simple of real property as shown in the records
575 of the Salt Lake County Recorder’s Office, including both the singular and the plural and
576 including, but not limited to, natural Persons, firms, associations, partnerships, private or
577 public corporations, or any combination thereof.

578 (~~195~~194) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

579 (~~196~~195) “Pad Site” means a location for a freestanding Building within a larger
580 Commercial center.

581 (~~197~~196) “Parapet” means a low wall projecting from the edge of a roof.

582 (~~198~~197) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

583 (~~199~~198) “Parking Lot, Commercial” means an open area, other than a Street, used for
584 parking of five or more automobiles and available for public use, with or without
585 compensation.

586 (~~200~~199) “Parking Space” means a space within a Building, Lot, or parking lot for the
587 parking or storage of one vehicle.

588 (~~201~~200) “Parking Structure” means a Building or Structure of more than one level used to
589 store motor vehicles.

590 (~~202~~201) “Pawnbroker” means any Person who loans money on deposit of personal
591 property or deals in the purchase, exchange, or possession of personal property on condition
592 of selling the same back again to the pledger or depositor, or who loans or advances money
593 on personal property by taking chattel mortgage security thereon and takes or receives such
594 personal property into his possession, and who sells the unredeemed pledges, together with
595 such new merchandise as will facilitate the sale of same, or engages in any substantially
596 similar transaction.

597 (~~203~~202) “Permanent Cosmetics” means a mark or design made on or under the skin by a
598 process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking
599 discolorations or cosmetically enhancing facial features which shall follow the natural line
600 of the feature. “Permanent Cosmetics” are limited to eyeliner, eyebrows, and lip coloring
601 procedures.

602 (~~204~~203) “Permanent Cosmetics Establishment” means an establishment engaging in
603 Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953,
604 excluding Tattoo Establishments and Home Occupations.

605 (~~205~~204) “Permitted Use” means a specific Use authorized in a particular zone which does
606 not require Planning Commission review and approval.

607 (206205) “Person” means any individual, firm, trust, partnership, or public or private
608 association or corporation.

609 (207206) “Planned Unit Development” means an integrated design for Development of
610 residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or
611 more of the regulations other than the Use regulations of the Zoning district in which the
612 Development is located is waived or varied to allow flexibility in site and Building design
613 and location in accordance with an approved plan and requirements set forth in this Title.

614 (208207) “Planning Commission” means the West Valley City Planning Commission.

615 (209208) “Porte-cochere” means a porch large enough for automobiles to pass through.

616 (210209) “Portico” means a porch or walkway with a roof supported by columns leading to
617 the Entrance of a Building.

618 (211210) “Preliminary Plat” means the initial map of a proposed Subdivision.

619 (212211) “Primary Facade” means the side of a Building facing the public Street. For
620 Corner Lots, the Street facing side with the primary customer Entrance is the Primary
621 Facade. For residential Buildings designed around a Courtyard or parking area, the side with
622 the primary resident Entrance is the Primary Facade.

623 (213212) “Primary Street” is the Street adjacent to a single Frontage Lot. For Corner Lots,
624 the Primary Street is the public Street with the largest Right-of-way width.

625 (214213) “Primary Use” means the principal Use for which a property is used.

626 (215214) “Protection Strip” means a strip of land bordering a Subdivision or a Street within
627 a Subdivision which serves to bar access of adjacent property Owners to required public
628 improvements installed within the Subdivision until the adjacent Owners share in the cost of
629 said public improvements.

630 (216215) “Public Park” means a park, playground, swimming pool, golf course, or athletic
631 field under the control, operation, or management of the State of Utah, a state agency, Salt
632 Lake County, or West Valley City.

633 (217216) “Public Utility” means every common carrier, gas corporation, electrical
634 corporation, wholesale electrical cooperative, telecommunications corporation, water
635 cooperative, sewage corporation, heat corporation, or independent energy producer where a
636 service is performed for or a commodity delivered to the general public.

637 (218217) “Public Way” means any road, Street, Alley, lane, court, place, viaduct, tunnel,
638 culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the
639 public, or made such by the Subdivision of real property, including the entire area within the
640 Right-of-way.

641 (219218) “Public Works Department” means the West Valley City Public Works
642 Department.

643 (220219) “Quoins” means dressing for Building corners differentiated from the adjoining
644 walls by material, texture, color, size, or projection.

645 (221220) “Reasonable Notice” means actual notice or notice that meets the requirements of
646 state law.

647 (222221) “Reception Center” means a Building, facility, or Use primarily used to host
648 public or private events, parties, or gatherings, including but not limited to places where
649 patrons dance to live or recorded music or where recorded music is presented by a “DJ” or
650 “disc jockey.”

651 (223222) “Recreation, Indoor” means an indoor establishment providing the general public
652 with amusement or activities, including but not limited to bowling alleys, laser tag, skating
653 rinks, trampoline parks, or arcades.

654 (224223) “Recreation, Outdoor” means an outdoor establishment providing the general
655 public with amusement or activities, including but not limited to miniature golf, batting
656 cages, go-cart tracks, driving ranges, or amusement park rides.

657 (225224) “Recreational Vehicle” means any vehicle which is designed to be transported on
658 its own wheels and used as temporary living quarters for travel or vacation purposes,

including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

~~(226225)~~ “Recreation Space” means:

a. Outdoor space shared by residents of a residential Development for passive and active recreation. Examples include terraces, Courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.

b. Indoor space shared by residents of a residential Development for passive and active recreation. Examples include fitness rooms, libraries, computer labs, swimming pools, hot tubs, sports courts, lobbies, clubhouses, social rooms, classroom space, community centers, recreation centers, community game rooms and theater rooms.

c. Private outdoor space provided only for the use of the residents of the Dwelling Unit to which it is attached. Examples include private Yards, front porches, patios, balconies, decks and roof decks.

“Recreation Space” shall not include: public Right-of-way; private curb, gutter, and roadway improvements; Parking Spaces and maneuvering areas to Parking Spaces; all Building roofs that do not cover a porch or that do not have a roof deck that is accessible for recreation use; storm water retention areas; and storm water detention areas where the slope exceeds 30 percent and the depth exceeds two feet from surrounding areas.

~~(227226)~~ “Recreational Facility Beer Retailer” means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

~~(228227)~~ “Regional Shopping Mall” means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

~~(229228)~~ “Religious Institution” means a Building used primarily for religious worship and activities.

686 (230229) “Rental Store” means a business that rents furniture, appliances, or electronics to
687 customers.

688 (231230) “Residence” means a permanent domicile, dwelling place, or abode.

689 (232231) “Residential Zones” means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-
690 20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

691 (233232) “Restaurant” means any place of business where the predominant purpose is the
692 preparation of food and drinks which are served and offered for sale or sold for human
693 consumption on or off the premises.

694 (234233) “Restaurant Liquor Retailer” means a Restaurant that maintains a liquor license
695 in accordance with the Alcoholic Beverage Control Act.

696 (235234) “Restaurant On-Premises Beer Retailer” means a licensed place of business in
697 connection with a bona fide Restaurant where beer is sold for on-premises consumption and
698 accounts for less than 30 percent of gross revenue.

699 (236235) “Retail Anchor” means the major store or stores within a Shopping Center.

700 (237236) “Right-of-way” means a public or private strip of land used or intended to be
701 used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

702 (238237) “Sanitary Landfill” means a site for solid waste disposal.

703 (239238) “School” means an institution satisfying the requirements of public education and
704 having an academic curriculum similar to that offered in public schools, excluding Home
705 Occupations represented as schools. For the purposes of regulations pertaining to sexually
706 oriented businesses, “School” means an institution of learning or instruction primarily
707 catering to minors, whether public or private, which is licensed by the State of Utah.

708 (240239) “Secondary Facade” means any side of a Building that is not a Primary Facade
709 and is either visible from a public Right-of-way or has a customer Entrance.

710 (241240) “Secondhand Store” means any business which is engaged in the purchase,
711 barter, exchange, or sale of any secondhand merchandise of value or which deals in

secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(242241) “Self-Storage Facility” means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(243242) “Shopping Center” means three or more Commercial establishments with at least two of the Commercial establishments being retail establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(244243) “Sidewalk” means a passageway for pedestrians that excludes motor vehicles.

(245244) “Single Unit Dwelling” means a Building arranged or designed to have one Dwelling Unit.

(246245) “Site Plan” means a drawing including all of the following:

- a. Date;
 - b. North arrow and scale;
 - c. The legal description of the subject property;
 - d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;
 - e. Location of proposed construction, including but not limited to signs;
 - f. Name, address, and telephone number of the builder and property Owner;
 - g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle circulation patterns, and curb cuts;
 - h. The location, height, and size of proposed signs, lighting, and advertising devices;
- and

i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(247246) “Small Brewer” means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(248247) “Soldier Course Brick Pattern” means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(249248) “Sound Wall” means a Masonry Wall constructed adjacent to a Major Arterial Street or Freeway to create a noise and access barrier, including walls greater than six feet tall.

(250249) “Special District” means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

(251250) “State Store” means the same as set forth in the Alcoholic Beverage Control Act.

(252251) “Story” means the space within a Building having clear headroom of seven feet or over.

(253252) “Story, Half” means a Story with at least two of its opposite sides situated under a sloping roof and with a maximum of two-thirds of the floor area of the Story below.

(254253) “Street” means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and other ways.

(255254) “Structure” means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

760 (256255) “Structural Alterations” means any change in supporting members of a Building
761 or Structure, including bearing walls, columns, beams, or girders.

762 (257256) “Subdivider” means the Owner of real property proposed to be subdivided,
763 including all successors and assigns.

764 (258257) “Subdivision” means the same as set forth in the Utah Municipal Land Use,
765 Development, and Management Act.

766 (259258) “Subdivision, Major” is a Subdivision with at least 10 Lots or a Subdivision
767 requiring any new Street or extension of public utilities or facilities.

768 (260259) “Subdivision, Minor” means any Subdivision with nine or fewer Lots on which
769 all Lots have Frontage on improved public Streets and which does not create any new
770 Streets.

771 (261260) “Survey Monument” means a mark affixed to a permanent object along a line of
772 survey to furnish a survey control.

773 (262261) “Swap Meet, Indoor” means property where the Owner, lessee, or licensee rents,
774 lends, or leases portions of a Building to Persons for use as a marketplace to barter,
775 exchange, or sell goods or services and where no walls are erected from floor to ceiling
776 between the majority of individual tenant spaces, including but not limited to flea markets.

777 (263262) “Swap Meet, Outdoor” means property where the Owner, lessee, or licensee
778 rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter,
779 exchange, or sell goods, including but not limited to flea markets, but excluding Yard or
780 garage sales at Residences.

781 (264263) “Tattoo” means a mark or design made on or under the skin by a process of
782 pricking or ingrainings an indelible pigment, dye, or ink in the skin, excluding Permanent
783 Cosmetics.

784 (265264) “Tattoo Establishment” means any location, place, area, Structure, or business
785 used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent
786 Cosmetics Establishments.

787 (266~~265~~) “Tavern” means the same as set forth in the Alcoholic Beverage Control Act.

788 (267~~266~~) “Temporary Land Use” means a Use which is transient or seasonal in nature.

789 (268~~267~~) “Temporary Nonresidential Building” means a Building incidental to
790 construction work, such as a construction trailer, or a temporary sales office for the sale or
791 lease of Dwelling Units.

792 (269~~268~~) “Temporary Residential Storage Container” means a fully enclosed Structure
793 without a permanent foundation uniquely designed for short-term storage of household or
794 remodeling goods and for portable use via transport vehicle.

795 (270~~269~~) “Three Unit Dwelling” means a Building arranged or designed to have only three
796 Dwelling Units under one ownership on one Lot, such as a triplex.

797 (271~~270~~) “Towing and Impound Yard” means a facility for the temporary storage of
798 vehicles that have been towed, carried, hauled or pushed from property for impoundment,
799 excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle
800 Recycling Facilities, and Vehicle Storage Yards.

801 (272~~271~~) “Townhome” means a Dwelling Unit in a row of at least three such units in
802 which each unit has its own front and rear access to the outside, no unit is located over
803 another unit, and each unit is separated from any other unit by one or more vertical walls.

804 (273~~272~~) “Transportation and Public Ways Ordinance” means the West Valley City
805 Transportation and Public Ways Ordinance as presently adopted and amended in the future.

806 (274~~273~~) “Truck Transfer Company” means a facility serving as a transfer or storage point
807 for a truck freight line, including associated offices, parking, and maintenance facilities.

808 (275~~274~~) “Turf Farm Equipment Manufacturing” means a Commercial business engaged in
809 assembling, testing, storing, selling, or repairing equipment, parts, and machinery used
810 exclusively for sod harvesting.

~~(276~~275) “Twin Home” means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

~~(277~~276) “Two Unit Dwelling” means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

~~(278~~277) “Unchartered Financial Service Provider” means any business extending loans, cash advances, short-term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

~~(279~~278) “Use” means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

~~(280~~279) “Variance” means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

~~(281~~280) “Vehicle Recycling Facility” means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

a. The outside storage of two or more used vehicles or used vehicle parts, including tires, regardless of operational ability, condition, time frame, or reason; or

b. The storage of any number of used vehicles or used vehicle parts, including tires, for the purpose of dismantling, stripping, salvaging, or selling all or part of the vehicle, excluding the indoor storage of vehicles in a fully enclosed Building, New and Used Automobile Sales, Automobile Service, and Vehicle Storage Yards.

~~(282~~281) “Vehicle Storage Yard” means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(283282) “Veterinary Hospital” means a place where Animals are given medical care and the boarding of Animals is limited to short-term, indoor care incidental to the medical Use.

(284283) “Warehouse” means a Building used primarily for storage of goods and materials.

(285284) “Water and Sewer Improvement Districts” means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(285) “Xeriscape Landscaping” means the use of site-appropriate, drought-tolerant, or native plant species; efficient irrigation systems; soil amendments; mulches; and landscape planning that groups plants with similar water needs. Xeriscaping minimizes reliance on supplemental irrigation, reduces runoff and erosion, and promotes long-term sustainability in water-limited environments. Xeriscape landscaping may include limited turfgrass areas only where functionally necessary and shall not include large expanses of non-vegetative materials alone (e.g., gravel or concrete) without plant integration.

(286) “Yard” means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(287) “Yard, Front” means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(288) “Yard, Rear” means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(289) “Yard, Side” means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The

width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(290) “Zeroscape Landscaping” means a landscaping treatment that uses no live vegetation and consists primarily of non-living materials such as inorganic ground cover, gravel, decomposed granite, rock, or mulch.

~~(290)~~(291) “Zoning” means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

~~(291)~~(292) “Zoning Administrator” means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

~~(292)~~(293) “Zoning Ordinance” means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

7-2-115. STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL ZONES.

(1) No commercial vehicles shall be stored or parked on any Lot or parcel within any Agricultural or Residential Zone, except while actually loading or unloading merchandise, nor shall any contracting and/or earth-moving equipment be stored or parked on any Lot or parcel in an Agricultural or Residential Zone, except during actual construction.

a. Commercial vehicles include any motor vehicle, trailer, or combination of motor vehicle and trailer with a manufacturer's gross vehicle weight rating or gross combination weight rating of 14,000 pounds or more.

b. Commercial vehicles do not include:

i. Recreational vehicles that are driven solely as family or personal conveyances for noncommercial purposes.

ii. Vehicles owned by the state or local government.

iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.

iv. Vehicles with a manufacturer's gross vehicle weight rating of 19,500 or less with factory-installed truck bed.

c. For the purposes of this Section the term "loading and unloading" includes the use of a vehicle for repair, construction, or maintenance actively conducted by businesses licensed to engage in such a business in accordance with other City ordinances.

~~(2) Within Front Yards, Recreational Vehicles and boats shall only be parked in front of the garage, in front of the carport or any other portion of the Front Yard that is not directly in front of the house. Parked Recreational Vehicles and boats shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.~~

7-6-203. GENERALLY APPLICABLE REQUIREMENTS – AGRICULTURAL AND RESIDENTIAL ZONES.

The following requirements are applicable within all Agricultural and Residential Zones within the City:

(1) Sites must be developed in accordance with all requirements set forth in this Title.

(2) Landscaping shall be maintained in accordance with this Title. Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply with standards in 7-11-205. In addition, the following Landscaping standards apply to multi-unit housing, Community Uses, and all other nonresidential Uses in all Agricultural and Residential Zones:

a. Minimum required setbacks adjacent to a Street shall be permanently landscaped except for approved access drives.

b. All landscaped areas shall include a perpetually maintained underground irrigation system capable of complete coverage of the landscaped area that is designed to promote water efficiency.

c. All landscaped areas shall be landscaped with a mixture of ground cover, shrubs, and trees. Landscaped areas may include sculptures, patios, or fountains. Where trees are required, four shrubs per tree shall also be required.

d. Required deciduous trees shall be one-and-one-half-inch caliper at installation unless a higher caliper requirement is imposed elsewhere in this Title. Required evergreen trees shall be six feet tall at installation. Required shrubs shall be a minimum of one gallon at installation.

e. Except as provided in Section 7-11-205, Landscaping shall include 50 percent coverage of live plant material, not including tree canopies. Artificial turf that meets the standards in Section 7-2-127 may be counted toward up to half of the required live plant material.

f. One tree per 300 square feet of minimum required setback shall be required in addition to other applicable tree requirements.

g. All Landscaping shall be maintained in a healthy, neat, and orderly condition, free of weeds and litter.

h. All areas of a developed Lot or parcel not occupied by a Building or required parking shall be landscaped in accordance with City ordinances and the approved landscape plan.

i. Where a developed Lot does not conform to all Landscaping requirements except those in Chapter 7-10, such Lot shall be brought into compliance upon the occurrence of any one of the following:

i. Any action which increases the floor area of the premises by more than 30 percent.

ii. Any action which, when combined with one or more previous expansions, causes the aggregate area of expansion to exceed 30 percent of the original floor area of the premises.

944

945 (3) Parking required by this Title shall not be located within required Front Yard or Side
946 Yard setbacks adjacent to public or private Streets.

947 (4) Outside storage of materials, equipment, household items, garbage, Junk, refuse,
948 rubbish, residential solid waste, construction or demolition waste, any item stored or
949 accumulated for the purpose of discarding, or any item not used for its original intended
950 purpose is prohibited. All such materials must be stored in a completely enclosed Structure,
951 such as a garage or shed. Agriculture equipment used on the property is excluded.

952 ~~(5) Where a developed Lot does not conform to all Landscaping requirements except those~~
953 ~~in Chapter 7-10, such Lot shall be brought into compliance upon the occurrence of any one~~
954 ~~of the following:~~

955 a. ~~Any action which increases the floor area of the premises by more than 30 percent.~~

956 b. ~~Any action which, when combined with one or more previous expansions, causes~~
957 ~~the aggregate area of expansion to exceed 30 percent of the original floor area of the~~
958 ~~premises.~~

959 (65) The area of Attached Private Garages shall be limited to the total above grade area of
960 the associated Dwelling Unit.

961 (76) In addition to the height limitations included in Sections 7-6-202 and 7-6-204, the
962 height of Attached Private Garages shall be limited to 14 feet, except as provided below. For
963 Dwelling Units with a height greater than 14 feet, the height of Attached Private Garages
964 shall be limited to the height of the associated Dwelling Unit or 20 feet, whichever is less.
965 Attached Private Garages with living space above the Private Garage may exceed the height
966 of the associated Dwelling Unit if the living space above the Private Garage is accessible to
967 the rest of the living space within the associated Dwelling Unit without going through the
968 Private Garage or outside.

969 **7-9-114. SURFACING.**

970 (1) Except as provided in subsections (2), (3) and (4) below, all off-Street Parking Spaces
971 and maneuvering areas shall be paved and permanently maintained with asphalt or concrete.

972 (2) Residential dirt driveways in existence as of April 1, 2010, that have never been hard
973 surfaced or graveled may be surfaced with gravel.

974 (3) Agricultural and heavy equipment Uses will be evaluated as to their impact on City
975 Streets, neighboring properties and the subject property with appropriate dustless surfacing
976 to be determined by the Zoning Administrator. Access to detached garages which provide
977 parking areas in excess of minimum parking stall numbers, shall provide an appropriate
978 dustless surface provided the minimum Front Yard driveway is paved with asphalt or
979 cement. A dustless surface can be gravel provided the gravel is a minimum of four inches
980 deep, contained with durable borders and weed and grass free.

981 (4) All off-Street parking areas for Single Unit Dwelling, Two Unit Dwelling, or Twin
982 Home Lots shall meet the following standards:

983 a. All parking and maneuvering areas, in addition to the minimum required, shall be
984 paved and permanently maintained with a hard-surface, or gravel.

985 b. Whenever gravel is used for parking and maneuvering in a Residential or
986 Agricultural Zone, the gravel must be a minimum of four inches deep, compacted, free
987 of grass and weeds, and contained with durable borders.

988 c. For the purposes of this Section, a hard-surface shall only include concrete, asphalt,
989 brick pavers and stone pavers.

990 d. Hard surfaced parking strips with a minimum width of two feet each may be used
991 for parking and maneuvering areas instead of a solid driveway. Landscaping, as defined
992 in Section 7-1-103, must be installed and maintained in a healthy condition between the
993 parking strips. For the purposes of the determining the hard surface percentage in the
994 Front Yard for subsection 1(e) below, the landscaped space between the parking strips
995 shall be included in the hard surface percentage.

e. ~~In order to allow double driveways, and to allow hard surface access to the Rear Yard, up to, but not No~~ more than, 40 50 percent of a Front Yard may be covered with a hard-surface. ~~Two Unit Dwelling Lots, Twin Home Lots, Cul-de-sac Lots, or Lots on major Streets needing circular driveways may increase the hard surface percent to 50 percent.~~ Whenever gravel is used for parking and maneuvering in the Front Yard, the gravel area shall be included in the calculation ~~40 and 50 percent~~.

f. Within Front Yards, parking shall only be permitted in front of the garage, in front of the carport or any other portion of the Front Yard that is not directly in front of the house and shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.

(5) All off-Street vehicle parking must occur in an area that meets the requirements of this Chapter. No parking shall be allowed in landscaped areas.

7-11-205. LANDSCAPING AND IRRIGATION.

Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply with the following standards:

(1) Landscaping shall be installed in Front Yards between the front line of the house and the Sidewalk on the entire width of the Lot excluding the driveway. On Corner Lots, Landscaping shall be installed in all areas between the Sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public Right-of-way.

(2) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of ~~30~~ 25 percent of the entire Front Yard shall be live plant material, not including tree canopies. Live plant material percentages are determined by the size of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, ~~Decorative Dirt~~, or artificial turf that meets the standards in Section 7-2-127. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Artificial turf may be counted toward the required live plant material. Xeriscaping, which utilizes

drought-tolerant and low-water-use plants in combination with other approved landscaping elements, is permitted and encouraged. However, Zeroscaping or landscaping with no live plant material is prohibited.

(3) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

(4) On Lots over one-half acre in size, Landscaping shall only be required on 80 feet of Street Frontage to the depth of the Front Yard setback. On Corner Lots one-half acre or larger, 80 feet of Frontage shall be landscaped on each Street. The 80-foot Frontage may include customary access drives.

(5) In addition to the standards listed above, all new Single Unit Dwellings, Twin Homes, and Two Unit Dwellings shall follow the standards in Section 7-16-104.

7-11-209. GENERAL REQUIREMENTS.

(1) Any previously occupied dwelling which is to be moved from an existing location to a Lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his/her designated representative, prior to the move to insure that it meets applicable building codes.

(2) Final grading of individual Lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved Street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the Subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

~~(3) In order to allow double driveways, and to allow hard surface access to the Rear Yard, up to, but not more than, 40 percent of a Front Yard may be paved. Lots with Two Unit Dwellings, Twin Home Lots, Cul-de-sacs, or Lots on major Streets needing circular driveways may increase the hard surface percent to 50 percent.~~

(43) All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

24-7-103. REAL PROPERTY; REQUIRED LANDSCAPING; MAINTENANCE REQUIREMENTS.

(1) All developed residential parcels in the City shall ~~have and maintain the following landscaping; comply with landscaping requirements set forth in Title 7.~~

~~a. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right of way.~~

~~b. Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2-inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner; however, low-water use landscaping is encouraged.~~

~~c. At the time the water supply line to a house is installed, the builder shall furnish and install a stop and waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop and waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.~~

~~d. On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.~~

(2) All developed non-residential lots shall acquire and maintain landscaping as set forth in Title 7 of the West Valley City Municipal Code.

(3) It shall be unlawful for any person owning or occupying real property within West Valley City, to fail:

a. To provide landscaping in all areas where landscaping exists or is required to exist. This shall apply to all real property throughout the City regardless of age of development, zone or status.

b. To install, maintain, replace or repair landscaping in all areas where it is required to exist or does exist.

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

Application: ZT-5-2025

Applicant: West Valley City

Request: An ordinance text change to modify residential surfacing standards as well as clarify and consolidate the residential landscape standards.

City staff is proposing an ordinance text change to amend Sections 7-1-103, 7-6-203, 7-9-114 and 7-11-200P of the zoning ordinance which address standards for residential surfacing and landscaping. This change would consolidate the existing standards, remove duplications or conflicting information as well as provide uniform surfacing standards. These changes are summarized as follows:

7-1-103 DEFINITIONS:

- Remove definition (85) – Decorative Dirt
- Update Landscape definition (149)
- Add new definitions for Xeriscape and Zeroscape
- An update to 24-7-101(4) will be included in the City Council review.

7-9-114 SURFACING:

- Amend (e.) to increase maximum allowed surfacing to 50% and applying this standard uniformly across all residential lots.
 - Current regulations vary the maximum allowable lot coverage based on location and house type. This variability has led to confusion among property owners and inconsistencies in enforcement.
 - Alternative option of 60% maximum coverage for cul-de-sacs per City Council request.
- Add (f.) to restrict all front yard parking from overlapping more than four feet of the front of the house to replace 7-2-115(2)
- Remove conflicting section 7-11-209(3) - Redundant

LANDSCAPING:

- Keep landscape standards in 7-11-205
- Update (2) to 25%, remove Decorative Dirt and add Xeriscape and Zeroscape language.
- Clarify landscaping for existing residential and add Code reference to standards in 7-6-203(2)
- Combine 7-6-203(5) with section (2)
- Removal of landscape standards from 24-7-103, with referral to Title 7 will be included for City Council review.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.
2. Continuance. This application should be continued for reasons determined during the public hearing.

Discussion: Jody Knapp presented. The Planning Commission discussed the ordinance change regarding front yard hard surfacing percentages. The Planning Commission ultimately decided to keep the standard at 50% for all lots.

Motion: Commissioner Woodruff motioned to approve ZT-5-2025. Commissioner Layton seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—ZT-5-2025— APPROVED

ZT-5-2025

- Applicant: West Valley City
- Request: To amend 7-1-103, 7-2-115, 7-6-203, 7-9-114 and 7-11-200P of the zoning ordinance as well as Chapter 24-7 which address standards for residential surfacing and landscaping. This change would consolidate the existing standards, remove duplications or conflicting information as well as provide uniform surfacing standards.
- Staff: Jody Knapp

Where do I need landscaping in my yard?

- Landscaping is required in the front yard, which is the area between the front of the building and the front lot line.
- For corner lots, landscaping is also required between the sidewalk and the side line of the house between the front property line and the rear property line for any areas that are visible from the public right-of-way.
- City ordinance requires either landscaping or concrete to be installed in park strips. Landscaping in park strips can include live plant material, non-living ground covers such as rock or bark mulch, or artificial turf, which requires a permit. A permit is also required from the Public Works Department to install concrete in the park strip.

Current Code:

What type of landscaping is required?

- Landscaping should include at least one tree and can include a combination of lawn, shrubs or ground cover.
- Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, or artificial turf that meets the standards in Section 7-2-127.
- Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand.

Current Code:

How many plants are required?

- A minimum of 30 percent of the front yard must have live plant material. Tree canopies do not count towards the required percentage.
- When artificial turf is used in the front yard it may be used in place of the required live plant material. Specific regulations must be met when installing artificial turf.
- Landscaping does not require a permit; however, a no-fee permit is required before artificial turf is installed.

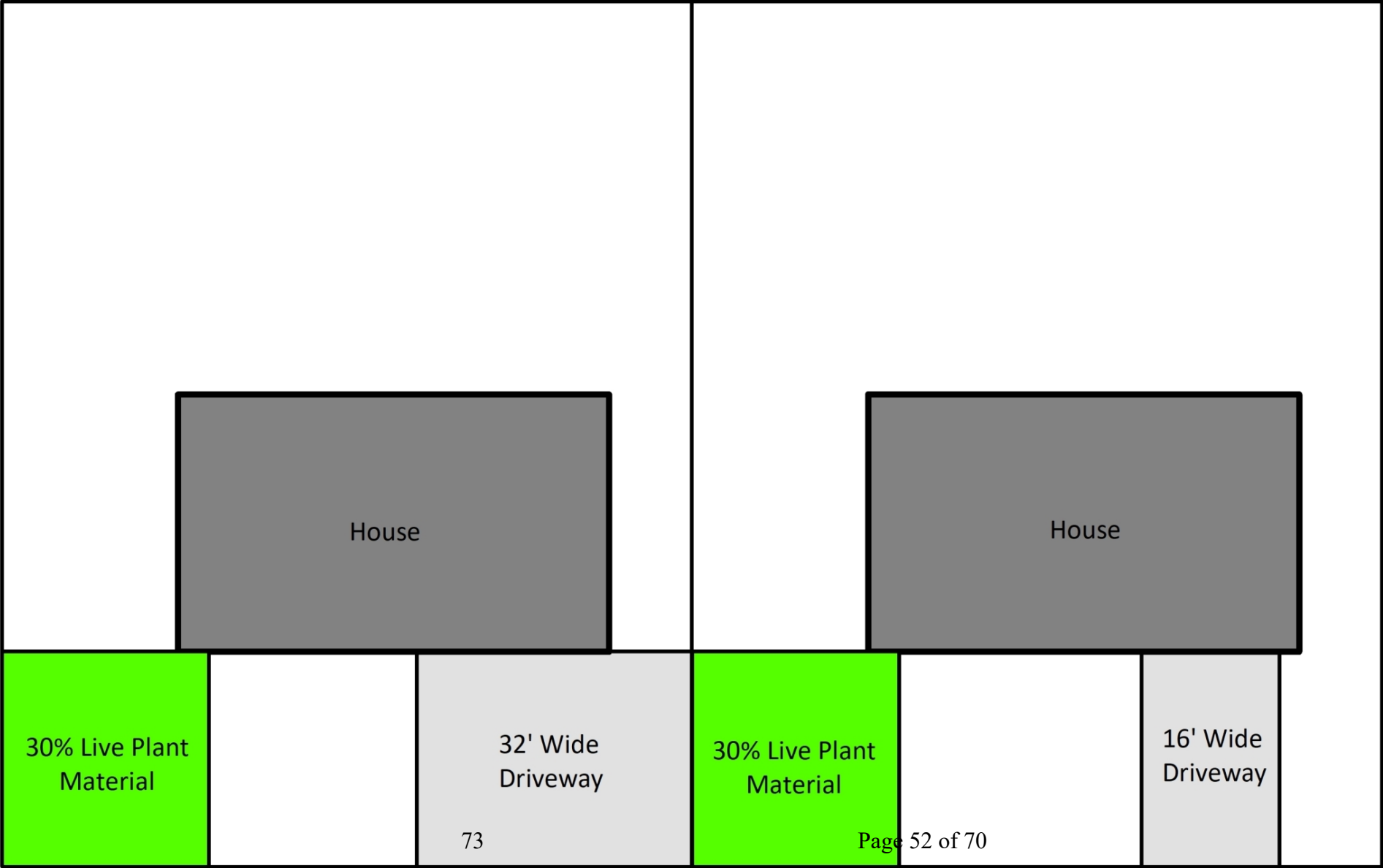
Current Code:

How big can my driveway be?

- For single family homes, up to 40% of a front yard may be covered with a hard surface like concrete or asphalt. This percentage may be increased to 50% for lots on cul-de-sacs and lots on major streets that need a circular driveway.
- A permit is required from the Public Works Department for pouring concrete in the park strip or for widening and/or adding a drive approach.

Current Code Illustration

- 40% Surfacing
- 30% Live Plant Material



Surfacing

7-9-114

Current:

- In order to allow double driveways, and to allow hard-surface access to the Rear Yard, up to, but not more than, 40 percent of a Front Yard may be covered with a hard-surface. Two Unit Dwelling Lots, Twin Home Lots, Cul-de-sac Lots, or Lots on major Streets needing circular driveways may increase the hard-surface percent to 50 percent. Whenever gravel is used for parking and maneuvering in the Front Yard, the gravel area shall be included in the 40 and 50 percent.

Proposed:

- Simplify - 50% for all lots

Title 7

Existing Codes

7-11-207.GARAGE REQUIRED. (For Reference)

A three-car garage is required, except that a two-car garage is permissible when there is a 20-foot Side Yard setback adjacent to the garage and either the two-car garage is side loaded or the Basement of the dwelling with at least a three-quarter Basement is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a three-car garage and 20 feet by 20 feet for a two-car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is Attached to the home and the garage door is facing the Street, the width of the front of the house excluding the garage shall be at least 18 feet for ramblers and 15 feet for multi-levels.

7-9-107.PARKING LOT ACCESS. (For Reference)

Entrances and Exits for parking facilities shall be designed to reduce traffic congestion on public Streets and minimize conflicts with neighboring Uses. Adequate ingress and egress to the parking facilities shall be provided as follows:

- (1) Access drives for Single or Two Unit Dwellings with single- and double-car garages shall be a minimum of 10 feet wide and a maximum of 20 feet at the property line. Access drives for three-car and larger garages shall be a minimum of 10 feet wide and may not exceed a maximum of 30 feet at the property line. On Corner Lots, the access to a Single or Two Unit Dwelling shall be set back a minimum of 40 feet from the point of intersecting curb lines.
- (2) Access drives for Single or Two Unit Dwellings with detached garages, Carports or other parking areas located in the Rear Yard of the dwelling, which provide the minimum required Parking Spaces, shall be at minimum of 10 feet wide and improved per Section 7-9-114.

7-2-115.STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL ZONES. (Move to 7-9-114(f).)

- (2) Within Front Yards, Recreational Vehicles and boats shall only be parked in front of the garage, in front of the carport or any other portion of the Front Yard that is not directly in front of the house. Parked Recreational Vehicles and boats shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.

Landscaping

7-11-205

Current:

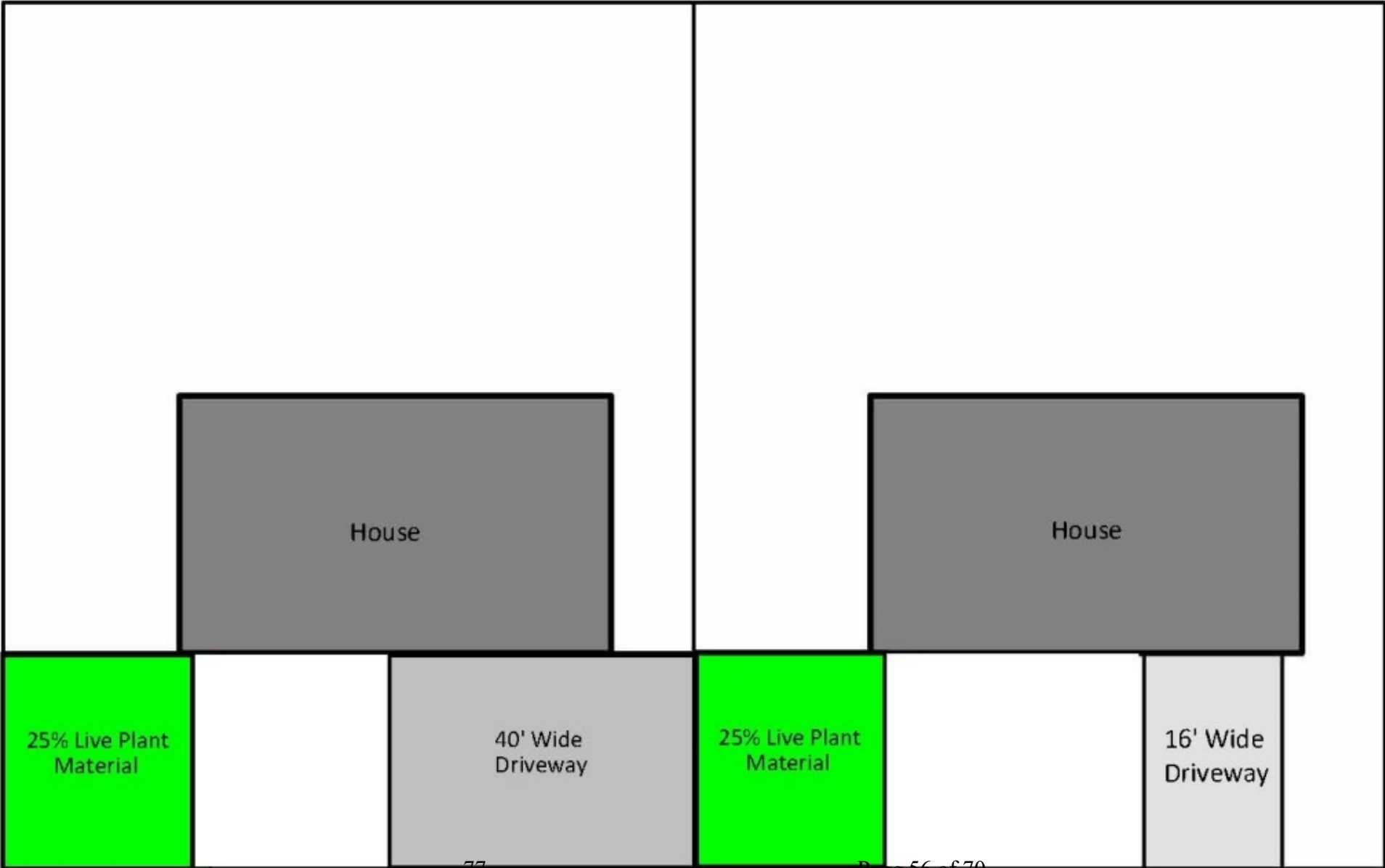
- Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of 30 percent of the entire Front Yard shall be live plant material, not including tree canopies. Live plant material percentages are determined by the size of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, Decorative Dirt, or artificial turf that meets the standards in Section 7-2-127. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Artificial turf may be counted toward the required live plant material.

Proposed:

- Simplify - 25% for all lots

Update

- 50% Surfacing
- 25% Live Plant Material



Examples



Examples



Examples



Examples

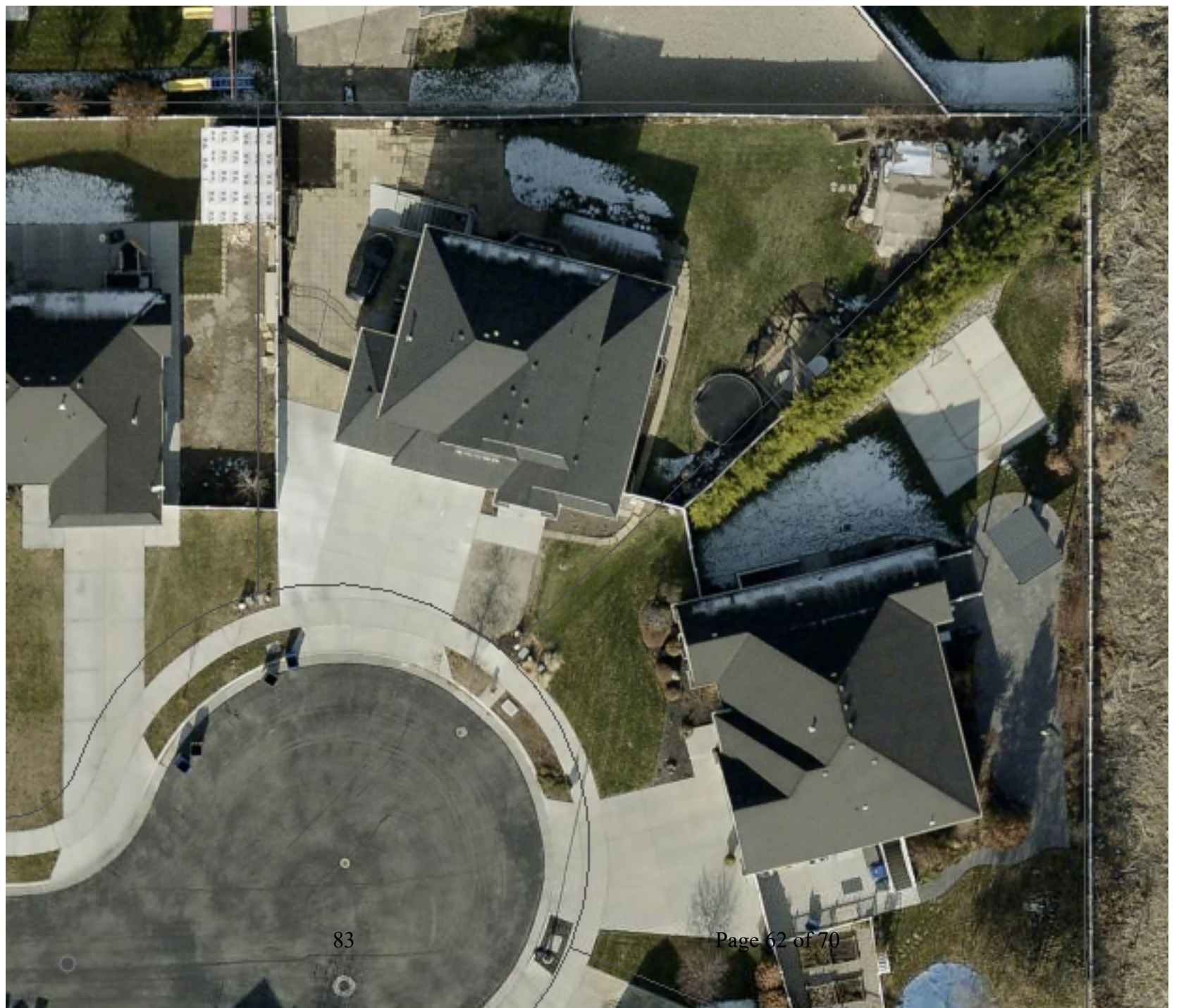


Examples

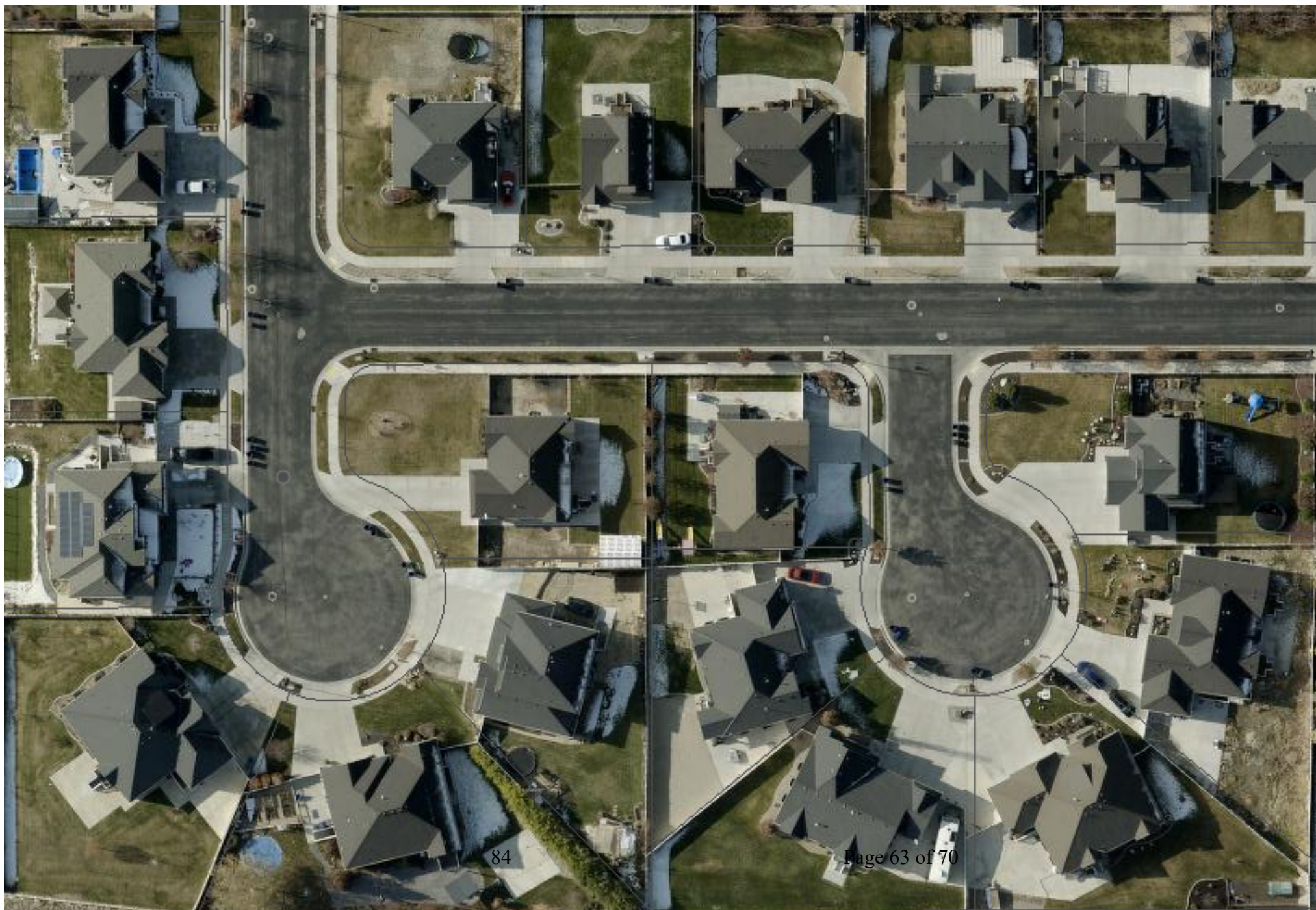


Examples

Front yard = 1900 SF
Original Drive = 796 SF (42%)
RV Pad = 314 SF (58%)
Front Yard = 72 SF (74%)



Examples



Examples



Examples

Front yard = 3950 SF

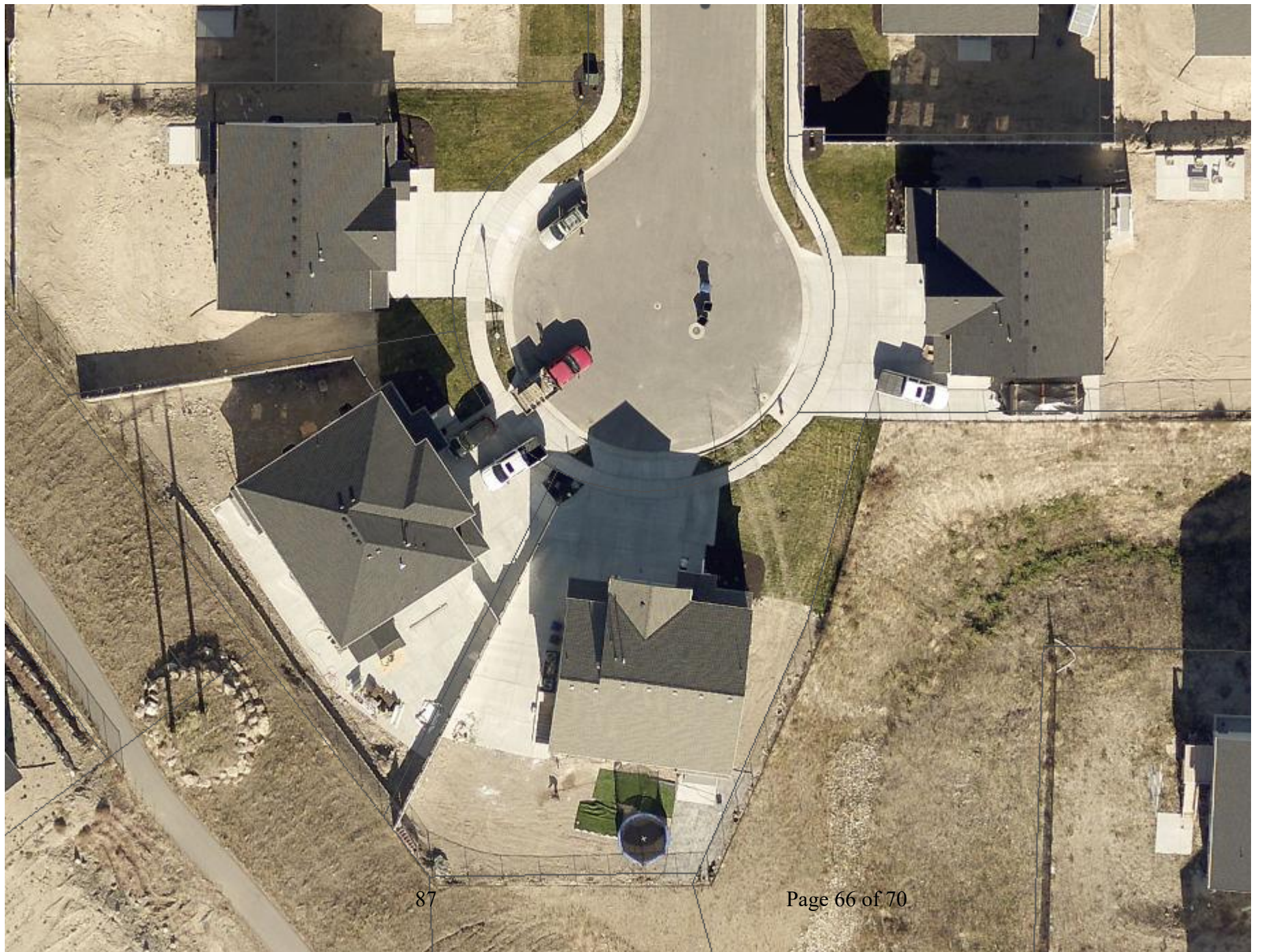
50% = 1975 SF

Paved Area = 1228 SF
(31%)

Side yard= 280 SF (7%)



Examples



Examples

Front Yard = 2574 SF

50% = 1287 SF

Paved Area = 1278 SF
(49%)



7-9-114. SURFACING.

(4) All off-Street parking areas for Single Unit Dwelling, Two Unit Dwelling, or Twin Home Lots shall meet the following standards:

e. No more than 50 percent of a Front Yard may be covered with a hard-surface. Whenever gravel is used for parking and maneuvering in the Front Yard, the gravel area shall be included in the calculation.

f. Within Front Yards, parking shall only be permitted in front of the garage, in front of the carport or any other portion of the Front Yard that is not directly in front of the house and shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.

7-1-103. DEFINITIONS.

~~85) “Decorative Dirt” means an earth or earth-like substance free of weeds. Decorative Dirt does not include grass, flowers, flower beds, bushes, trees, bark, gravel, or artificial turf.~~

(149) “Landscaping” means the improvement of property through the addition of living plants that are rooted directly into natural soil or earth and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, flowers and vegetative or nonvegetative permeable groundcover. This form of landscaping excludes installations where plants are placed in containers, raised beds, or planter boxes positioned on top of a hard surfaces like concrete as well as Zeroscape Landscaping.

“Xeriscape Landscaping” means the use of site-appropriate, drought-tolerant, or native plant species; efficient irrigation systems; soil amendments; mulches; and landscape planning that groups plants with similar water needs. Xeriscaping minimizes reliance on supplemental irrigation, reduces runoff and erosion, and promotes long-term sustainability in water-limited environments. Xeriscape landscaping may include limited turfgrass areas only where functionally necessary and shall not include large expanses of non-vegetative materials alone (e.g., gravel or concrete) without plant integration.

“Zeroscape Landscaping” means a landscaping treatment that uses no live vegetation and consists primarily of non-living materials such as inorganic ground cover, gravel, decomposed granite, rock, or mulch.

* 24-7-101 Updates as well with City Council

Title 7

Proposed Language

Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply with the following standards:

(1) Landscaping shall be installed in Front Yards between the front line of the house and the Sidewalk on the entire width of the Lot excluding the driveway. On Corner Lots, Landscaping shall be installed in all areas between the Sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public Right-of-way.

(2) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of ~~30~~ 25 percent of the entire Front Yard shall be live plant material, not including tree canopies. Live plant material percentages are determined by the size of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, ~~Decorative Dirt~~, or artificial turf that meets the standards in Section 7-2-127. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Artificial turf may be counted toward the required live plant material. Xeriscaping, which utilizes drought-tolerant and low-water-use plants in combination with other approved landscaping elements, is permitted and encouraged. However, Zeroscaping or landscaping with no live plant material is prohibited.

(3) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

(4) On Lots over one-half acre in size, Landscaping shall only be required on 80 feet of Street Frontage to the depth of the Front Yard setback. On Corner Lots one-half acre or larger, 80 feet of Frontage shall be landscaped on each Street. The 80-foot Frontage may include customary access drives.

(5) In addition to the standards listed above, all new Single Unit Dwellings, Twin Homes, and Two Unit Dwellings shall follow the standards in Section 7-16-104.

ISSUE: _____
FISCAL IMPACT: NA
FUNDING SOURCE: NA
Budget Opening Required No

ISSUE:

A resolution supporting Utah State University's "A Bolder Way Forward"

SYNOPSIS:

National and statewide studies show that women and girls in Utah are not thriving in critical areas. Utah continues to have high levels of domestic violence, sexual assault, child sexual abuse, and gender-based discrimination, while also ranking as the worst state for women's equality and having low levels of women's leadership representation in nearly all domains, including politics and business.

BACKGROUND:

The primary aim of "A Bolder Way Forward" is to help more Utah girls, women, and families thrive. Utah women and girls thrive when all aspects of their safety, security, health, and wellbeing are met, allowing them to explore and pursue educational, professional, civic, leadership, and other opportunities according to their interests, and to feel abundant levels of support and a sense of belonging as they do so.

RECOMMENDATION:

Approve the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE BOLDER WAY
FORWARD INITIATIVE.**

WHEREAS, West Valley City values the essential contributions of women and girls to our community; and

WHEREAS, the City has consistently supported efforts to reduce domestic violence and enhance opportunities for women and girls to thrive; and

WHEREAS, Utah State University’s “A Bolder Way Forward” initiative offers a valuable approach to building consensus and supporting women in the City and the state of Utah; and

WHEREAS, the City supports “A Bolder Way Forward” as an important program to improve our communities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the City supports the “A Bolder Way Forward” program and will work to achieve the goal of improving opportunities for women and girls to thrive in the City and beyond.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

+Item #:	
Fiscal Impact:	No Fiscal Impact
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	NO

ISSUE:

A resolution authorizing the renewal of the agreement with Zions Bank to manage public funds and banking services for West Valley City.

SYNOPSIS:

This resolution authorizes the City to renew its agreement with Zions Bank to provide deposit accounts, investment services, funds transfer, Treasury Management and other banking services and products. The resolution also authorizes designated City officials to withdraw funds, initiate and approve payment orders, endorse instruments, make loan payments and loan advance requests, and execute service and product agreements.

BACKGROUND:

West Valley City has long maintained a banking relationship with Zions Bank for the management of public funds. This renewal represents a continuation of the established agreement and ensures uninterrupted access to critical financial services. Zions Bank provides the City with secure depository services, investment management, and treasury functions necessary for effective municipal finance operations.

RECOMMENDATION:

Approval of the renewal agreement with Zions Bank.

SUBMITTED BY:

James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENGAGE
ZIONS BANCORPORATION, N.A. TO PROVIDE CERTAIN
TREASURY MANAGEMENT SERVICES.**

WHEREAS, the City requires certain banking and financial services to manage public funds; and

WHEREAS, Zions Bancorporation, N.A. (“Zions”) currently provides said services and is willing to continue to provide said services, subject to execution of an appropriate agreement; and

WHEREAS, a corporate resolution, Treasury Management Agreement, and related documents (collectively, the “Agreement”) have been prepared by and between the City and Zions to provide said services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached Agreement (including the corporate resolution, which is hereby approved in the form attached) is approved, and that the Mayor, City Manager, and Finance Director are authorized to execute said Agreement and any other documents necessary to obtain the above described services, subject to approval of the final documents by the City Manager and City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Zions Bank

A Division of Zions Bancorporation, N.A.

Treasury Management Consent for Services Treasury Management Resolution of Treasury Management Services and Acceptance of Treasury Management Agreement

Replace ALL current TMR/TMA's with new TMC/TME's

PRIMARY COMPANY TAX ID: 87-0362454

PRIMARY COMPANY NAME: WEST VALLEY CITY

The term "Company" means (a) the company named above, and each company listed on Exhibit A hereto (as such Exhibit may be amended from time to time).

COMMON RESOLUTION FOR ALL COMPANIES

"RESOLVED: that any one (1) of the following persons, acting alone:

Name	Title	Email Address
JAMES WELCH	Authorized Agent/Principal	jim.welch@wvc-ut.gov
SCOTT FRECKLETON	Authorized Agent/Principal	scott.freckleton@wvc-ut.gov
ABBEY SMOCK	Authorized Agent/Principal	abbey.smock@wvc-ut.gov
JEANETTE CARPENTER	Authorized Agent/Principal	
RUSSELL CONDIE	Authorized Agent/Principal	russ.condie@wvc-ut.gov

is authorized by Company to:

- (A) execute or otherwise accept and enter into deposit account, investment, funds transfer, and other banking service and product agreements with **Zions Bancorporation, N.A. ("Bank")**, including but not limited to Bank's Treasury Management Master Services Agreement ("**MSA**"), Acceptances of Treasury Management Agreements ("**Acceptances**"), "**Specifications**" (as defined in the MSA) for treasury management services ("**Services**"), including amendments and addenda to any of the foregoing;
- (B) designate from time to time who is authorized to withdraw funds, initiate and approve payment orders, endorse instruments, make loan payments and loan advance requests and execute service and product agreements;
- (C) appoint "**Administrators**" (as defined in the MSA) who are able to establish other Administrators, authorized users, security procedures, Specifications (as defined in the MSA) and other setup details for Services;
- (D) request Services and execute or acknowledge documents that Bank may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank for Services, whether given orally, electronically, or by facsimile instructions, and to revoke any authorization granted to any such person; and
- (E) otherwise give instructions and authorizations on behalf of this Company for security procedures, the Services and other banking services.

And further RESOLVED that Company authorizes each of the above-named persons, and other authorized agents of the Company, to bind Company by his or her electronic, facsimile, scanned and/or counterpart signature delivered in such manner(s) as may be accepted by Bank.

And further RESOLVED that the Primary Entity through its Authorized Agent may add the Affiliated Entities listed in Exhibit A (as may be updated from time to time) to this Resolution, the MSA, Acceptances, and the Specifications. Primary Company represents and warrants to the Bank that (a) it has the majority ownership in each Affiliated Entity, (b) is acting in a fiduciary of the Affiliated Entity or (c) the Primary Entity's Authorized Principals are also the Authorized Principals of each Affiliated Entities.

And further RESOLVED that the Company's Acceptance can provide that the Company is bound by Specifications issued by Bank to the Company, reflecting matters including but not limited to specific services, accounts, users, users' access, configurations, and security procedures, unless the Company timely corrects or rejects those Specifications before they become effective. Specifications may be issued and delivered to any Authorized Agent named above in this Resolution, and/or to the contact person(s) designated by

the Company in the Specifications for applicable Services.

And further RESOLVED that Company also ratifies, adopts, and affirms all prior approvals, actions, agreements, Specifications and instructions heretofore made in the name of Company with Bank in conjunction with any Services, along with all actions taken to date by Bank in connection therewith.

And further RESOLVED that the above-named persons may execute or otherwise accept any agreement, addendum, Specifications, or other instruction linking one or more of Company's accounts with the accounts of Affiliated Entities or other third parties for viewing, transacting, or commingling through services provided by Bank (e.g., internet banking or sweep account services).

And further RESOLVED that this Resolution applies to the Company named above and to each Company named in this common Resolution, if any, in Exhibit A (herein an "**Affiliated Entity**").

And further RESOLVED that the authorizations herein are in addition to all other authorizations in effect and will remain in force until the Bank receives written notice of their revocation at the address and in the manner designated by it."

Certifications and Agreements

Each individual signing below on behalf of the Company hereby certifies to Bank that:

- (1) The foregoing Resolution is a complete and correct copy of a Resolution duly adopted by the Company's board or other governing body. The resolution remains in effect and has not been changed in any way.
- (2) The Company will deliver certified copies of documents evidencing authorizations and approvals (e.g., articles filed with the state, bylaws, operating agreements, resolutions, minutes, and incumbency certificates) regarding the Resolution or Services, as Bank may from time to time request.
- (3) I/we are authorized to act on behalf of the Primary Company and each Affiliated Entity. No other person's signature or authorization is required to bind Company with respect to Acceptances of Treasury Management Agreements, the Treasury Management Master Services Agreement, Specifications, or authorities described in the Resolution.

WEST VALLEY CITY

JAMES WELCH

Principal/Officer

FINANCE DIRECTOR

Title

Signature

Date

Approved as to form 8/19/2025

Brandon Hill



Acceptance of Treasury Management Agreements

PRIMARY COMPANY NAME: WEST VALLEY CITY

TIN # 87-0362454

By signing below, or by accepting any requested "**Service**" (as defined in the MSA), each Company jointly and severally agrees to all the terms, conditions, and provisions of (A) this Acceptance of Treasury Management Agreements ("**Acceptance**"), (B) the Treasury Management Master Services Agreement ("**MSA**"), and (C) all "**Specifications**" (as defined in the MSA), addenda, user guides, setup forms, and fee schedules applicable to each of the Services together with all updates and amendments to the foregoing that Zions Bancorporation, N.A. ("**Bank**") may send from time to time. Company also acknowledges that it has received a copy of Bank's Deposit Account Agreement, and associated account disclosures, and agrees to all the terms and conditions thereof. Company can obtain a copy of Bank's most recent fee schedules by contacting its account officer. As between Company and the Bank, "execute", "sign", "send", "deliver", and similar terms include electronic, facsimile, scanned, and/or counterpart signatures or copies by the Bank or the Company or their agents in such manner that Bank may prescribe or accept for the particular transaction. Any reference in the MSA or a Specification to a "Summary of Services" shall mean this Acceptance and all outstanding Specifications.

IMPORTANT: A Company may request a Service in any manner acceptable to Bank, but Bank shall not be obligated to provide such Service unless Bank sends that Company one or more Specifications and other setup details disclosing and verifying how its requested Service has been or will be configured or set up. Specifications may be issued and delivered by Bank to any Authorized Agent listed above, for the applicable Service. Each Company agrees to be billed for such Services at Bank's separately disclosed rates.

Each Company agrees to review all Specifications and setup details delivered to it or to the Primary Company within five (5) business days and to immediately contact Bank if any of those Specifications or details are not understood, are incorrect, or do not reflect the Company's current preferences. Each Company shall be bound by all listed Specifications and setup details unless that Company instructs the Bank in writing within those five (5) days to make a specific change. Bank may choose to implement the new Specification during the Company's review period.

Before providing or continuing to provide any Service or configuration thereof, Bank may in its sole discretion require a Company to countersign a Specification (e.g., for sweep service) or a supplemental agreement (e.g., for using a third-party processor or being a third-party sender), or require a Company to undergo additional underwriting (e.g., for ACH service). In no event shall Bank be required to obtain the Company's countersignature for any Service or configuration.

Each Company hereby requests Bank to establish those Services and configurations listed in the Specifications. Each Company understands, acknowledges, and accepts the risks of sharing the Services and configurations with other Companies in a common setup, including without limitation risks that its funds may be transferred, its credit accessed, or its financial information accessed by other Companies or their "**Administrators**" or "**Authorized Users**" (as defined in the MSA) without its authorization or consent. Bank shall have no duty to approve or monitor any such transfer or access or have any liability arising from any Company's use of a shared or common setup. Specifications and setup details, including but not limited to the entitlements of Administrators, Authorized Users, and other Companies, are the sole responsibility of each and all of the Companies.

Each Company shall look solely to the Primary Company and other Companies (and not to Bank) to disclose their respective Administrators and Authorized Users, entitlements, Specifications, and other settings. Each Company's responsibilities for its own "**Internal Security Controls**" and indemnity obligations, as set forth in the MSA, shall remain unaffected by it or other Companies entering into this common setup, or any changes to that common setup. Without limiting the foregoing, Bank shall have no responsibility for any loss or damage suffered by one Company as a result of another Company's "**Internal Security Breach**" (as defined in the MSA).

Each Company also acknowledges and agrees that in the future (1) the Primary Company may request Bank to add one or more additional **Affiliated Entities**, each of which shall become a "Company" under this Acceptance and part of a common setup with existing Companies, and the Primary Company may delete an Affiliated Entity from a common setup; (2) any Company may add one or more Services, accounts, Administrators, and/or Authorized Users; and (3) any Company may modify or delete Services, Specifications, accounts, Administrators, and/or Authorized Users, or may terminate its participation in a common setup. Joining

Companies and existing Companies in a common setup shall be jointly and severally liable for all obligations to Bank under the MSA and Deposit Account Agreement. In the event of such addition, modification, deletion, or termination, each other Company shall look solely to the Primary Company to be informed of such changes, shall make its own assessment of the risks posed thereby, and shall continue to accept the risks of the resulting or remaining common set-up.

COMMINGLING OF FUNDS - The Primary Company has established a demand deposit account with the Bank (the "**Concentration Account**"). Other Affiliated Entities have established or will establish one or more demand deposit accounts at the Bank and the Affiliated Entities may desire to obtain certain benefits from the commingling of funds from such demand deposit accounts with and into the Concentration Account. If this service is selected, collected funds in excess of any peg balance will be swept from the Affiliated Entities' demand deposit accounts (the "**Collected Accounts**") and transferred into the Concentration Account at the end of each day, and collected funds will be transferred back from the Concentration Account to the Connected Accounts as necessary to pay all items, withdrawals and other debits to the Connected Accounts. If the Concentration Account contains insufficient funds, each of the Primary Company and the Affiliated Entities will be jointly and severally liable for any overdraft balance in any Connected Account. Each Company acknowledges and agrees that the Primary Company may have contracted for the funds in the Concentration Account to sweep into (a) one or more overnight investments (b) an interest-bearing account and/or (c) a loan account (in the name of the Primary Company and/or some other party) to pay down loan balances. Any overnight investments are NOT insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency.

FDIC INSURANCE DISCLOSURE

The FDIC requires all financial institutions to inform sweep account customers how sweep account funds would be treated in the event the institution was to be liquidated. Where the Bank has agreed herein to sweep funds from the deposit account of one customer to the deposit account of a second customer, the FDIC will allow such sweep to be completed on the day of any bank closure for the purposes of determining end-of-day balances in those deposit accounts. No further sweeps between those deposit accounts will occur after that date. Funds swept from one customer's deposit account to a second customer's deposit account will be insured deposits of only the second customer (in accordance with the normal insurance limitations, rules and procedures applicable to that second customer's account(s)) and will not be deposits of the first customer.

Where the Bank has agreed herein to sweep excess funds from deposit accounts to pay down any loan accounts, such sweeps will be allowed to be completed on the day of any bank closure for purposes of determining end-of-day balances in those deposit accounts and loan accounts. No further advances or sweeps between the loan accounts and deposit accounts will occur after that date. In the event of a liquidation of the Bank, (a) the FDIC will recognize the end-of-the day reduced balances of those loan accounts and (b) the FDIC will pay the reduced end-of-day balance remaining in those deposit accounts in accordance with normal insurance limitations, rules and procedures.

Each Company hereby accepts the terms and conditions of the entire MSA (as amended from time to time) for all of the Services it or another Company receives, now or in the future, without the need for any additional, supplemental, renewed, or confirming acceptance of the MSA when adding new Services or new accounts to existing Services.

Any Company which is a party to this Acceptance is subject to a common setup for Services. A Company that does not wish to participate in a common setup of multiple Companies must request that Bank establish a separate and segregated setup for that Company.

Additional Acknowledgements.

1. Using "**Dual Control**" is strongly encouraged for all Services that make it available. See the MSA for important details.
2. Using "**Dual Control**" is **mandatory** for **Treasury Internet Banking** service. If a Company does not use Dual Control for Treasury Internet Banking, the MSA provides that the Company shall indemnify and hold the Bank harmless against losses or liabilities. See the MSA for important details.
3. If Treasury Internet Banking services are requested, each Company hereby agrees to the following **Dual Control Security Procedure** for payment, template, and maintenance functions:

Dual Control is required to manage System Administrator and user entitlements and perform user maintenances on all users/user groups
--

Dual Control is required to approve or manage templates and payments (Wires, ACH)

Dual Control is required to submit an ACH File Upload for processing
--

4. Each Company must set limits at the Company level for the total dollar amount of each payment transaction type that may be initiated on any business day.
5. **Each Company must use Positive Pay and ACH Positive Pay Services with its deposit accounts.** If a Company chooses to not use those Services, the MSA provides that the Bank will not be liable for, and the Company will indemnify and hold the Bank harmless against losses or liabilities resulting from counterfeit, fraudulent, or forged checks and unauthorized ACH debits. See the MSA for important details.
6. ACH Payments (credits) files require prefunding by the Company unless Bank otherwise agrees in writing.
7. I/we are authorized to act on behalf of the Primary Company and each Affiliated Entity.

Primary Company Name WEST VALLEY CITY

JAMES WELCH

Authorized Agent

jim.welch@wvc-ut.gov

Authorized Agent/Principal

Title

Email

Signature

Date _____

☐ Check here to ADD affiliated entitie(s) under the Primary Company's 'TMC'

Approved as to form 8/19/2025

Brandon Hill

ZIONS BANK
☒ New
☐ Replacement

TREASURY INTERNET BANKING

SECURITY PARAMETERS ELECTION FORM

Company Name: WEST VALLEY CITYCompany ID: 001WVC

"Dual Control" is one of the Security Procedures provided in the Treasury Management Master Services Agreement ("MSA"). Company acknowledges that Dual Control is offered by the Bank as one of its commercially reasonable security procedures to help prevent unauthorized payment orders.

Bank strongly recommends that Company accept the Dual Control configuration as part of Company's comprehensive Internal Security Controls.

However, if Company specifically declines Dual Control and elects to adopt a Single Control configuration in this Election Form because it has independently determined that Bank's existing Security Procedures other than Dual Control are commercially reasonable, based on the Company's size, type and frequency of payment orders issued by the Company then they must select "Single Control." **Bank strongly advises Company against Single Control configuration and employing a Single Control environment.**

Bank requires that a token be utilized, "Token at Release", during the approval process for all payment functions regardless of the security parameter selected.

The Company must establish limits on the total dollar amount of each payment type transaction that may be initiated on the same business day. In addition, transaction limits per company profile are required for both single and dual control elections. The Company is responsible for establishing, maintaining, implementing, and updating effective "Internal Security Controls" as set forth in the MSA.

SECURITY PARAMETERS:

The Company's Authorized Agent must select one (1) of the Security Parameters indicated.

☒ **"Dual Control"** configuration means :

- Authorizing two Company Administrators to initiate and approve Admin/User entitlements/Admin/User maintenance in Dual Control
- Authorizing two Company Administrators or Users to initiate or approve payments in Dual Control
- Authorizing two Company Administrators or Users to initiate and approve payment templates in Dual Control
- Authorizing two Company Administrators or Users to submit ACH File Upload in Dual controls

Dual Control means that all of the listed functions will be initiated by one Company Administrator or User and approved by another System Administrator or User, subject to Token at Release and Payment Order Transaction limit requirements.

The Company hereby acknowledges that Bank has advised that in connection with the Bank's ongoing efforts to address the risks of fraud, outgoing Wire and/or Automated Clearing House ("ACH") transactions and/or User Entitlements and/or Template Authorizations should be subject to dual authorization before the transactions are released for processing (the "Dual Control Policy"). If single control is elected, in reliance upon that acknowledgment and at the express request of the Company, Bank agrees to allow the Single User Authorization as indicated above with the addition of "Token at Release" and Payment Order Transaction Limit per user. Company agrees to be bound by any payment order so initiated, whether or not authorized, issued in its name, and accepted by Bank in compliance with the Single User procedure chosen by Company. Company further agrees, to indemnify and hold Bank harmless, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind whatsoever that may, at any time, be imposed on, incurred by or asserted against Bank in any way relating to, or arising out of, Company's election. This acknowledgment, request and indemnification agreement is in addition to, and not in derogation of, the MSA, including but not limited to terms therein for indemnification of Bank and the Company's internal security obligations.

COMPANY SIGNATURE

(The below signature must be that of an Authorized Treasury Management Agent identified in the Company's Treasury Management Resolution.)

JAMES WELCH

By: (Name typed or printed)

Authorized Agent

Title

jim.welch@wvc-ut.gov

Email

By: (Signature)Date



Treasury Management Master Services Agreement

☐ New Service ☒ Additional Document ☐ Replacement Document

TREASURY MANAGEMENT - COMPANY LIMITS

Company Name: WEST VALLEY CITY

☒ **PAYMENT TYPE via Delivery Method**

☒ **INTERNAL TRANSFER**

☒ **WIRES**

☒ **ACH**

☒ Treasury Internet Banking

☒ Treasury Internet Banking

☒ Treasury Internet Banking

☐ TIB - Pass Thru

☐ Direct Send via NextGen

☐ e-Invoicing

☐ Direct Send via SFTP

☐ 3rd Party Processors

☐ Invoice-to-Pay

☒ **TREASURY INTERNET BANKING**

COMPANY ID 001WVC

COMPANY LEVEL LIMITS (CDL)

☒ **COMPANY DAILY LIMITS (CDL)**

Selecting limits at company level allows the utilization of the established limits across all accounts daily for the payment type

Daily ACH Credit Limit	Daily ACH Debit Limit	Daily Wire Limit
\$1,500,000.00	\$0.00	\$3,000,000.00

Note: Bill Pay limits are set by the service provider

Certificate Of Completion

Envelope Id: 04A9510F-4039-46D1-8FB3-A6420C2B6FDB
 Subject: DocuSign: Zions Bank Treasury Management Service Documents
 Affiliate: Zions
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 12
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
 Grace Fairbanks
 1 S Main St FL 15
 Salt Lake City, UT 84133-1109
 Grace.Fairbanks@zionsbankcorp.com
 IP Address: 168.149.133.48

Record Tracking

Status: Original
 8/7/2025 4:22:02 PM
 Holder: Grace Fairbanks
 Grace.Fairbanks@zionsbankcorp.com
 Location: DocuSign

Signer Events

James Welch
 jim.welch@wvc-ut.gov
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 8/7/2025 4:24:05 PM
 Viewed: 8/7/2025 4:26:35 PM

Authentication Details

Identity Verification Details:
 Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae
 Workflow Name: Phone Authentication
 Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call
 Transaction Unique ID: 9b333f7c-48ef-513f-806d-c0e656c0914e
 Result: Phone Verification Passed
 Selected Method: SMS
 Phone Number: +1 801-949-2569
 Performed: 8/7/2025 4:26:24 PM

Electronic Record and Signature Disclosure:

Accepted: 8/7/2025 4:26:35 PM
 ID: d44f4df5-87d6-4d69-947a-f26bc0a98960

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Anne Johnson
 Anne.Johnson@zionsbank.com
 Treasury Management Services
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 8/7/2025 4:24:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Zions Treasury Management Onboarding Specialists
 zionsbankonboardingspecialists@zionsbank.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events

Not Offered via DocuSign

Status**Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/7/2025 4:24:05 PM

Certified Delivered

Security Checked

8/7/2025 4:26:35 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

E-Sign Consent for Execution and Delivery of Electronic Documents

This E-Sign Consent for Execution and Delivery of Electronic Documents ("Consent") applies to all electronic records for Personal Financial Statement ("PFS"), marketing, and disclosures, agreements or applications for deposit, lending, leasing, card, sweep, deposit placement and digital banking products and services (each a "Service" and collectively the "Services"). Specifically, if you would like to get or give a PFS, participate in a marketing event or promotion, apply for a loan, lease, deposit account or card, and/or obtain one or more Services by electronic means, then we first need to obtain your consent. More specifically, we need to obtain your consent in order: (i) for you to provide either or both your electronic agreement or signature to one or more electronic agreements; and (ii) for us to deliver information to you in electronic rather than in paper form.

If you would like to provide your consent, then please read through this Consent and check the applicable check box indicating consent to this Consent. By consenting, you are agreeing and acknowledging: (i) to the terms and conditions of this Consent; (ii) that electronic execution and/or delivery, electronic communications, and electronic records shall have the same effect and authority as if hand signed by you and/or delivered in paper; and (iii) that electronic signatures shall have the same effect and authority as those hand-signed by the named signer.

Also, by providing your consent to this Consent, you confirm, represent and warrant to us that you have: (i) the system requirements described below; (ii) verified your hardware and software meets our system requirements; and (iii) the ability to access, view and print or electronically save (including taking screenshots) electronically executed and/or delivered Electronic Documents, which may include the format of HTML or PDF.

If you do not want to provide your consent, then do not check the applicable check box indicating consent to this Consent. However, if you would like to still get or give a PFS, participate in a marketing event or promotion, apply for a loan, lease, deposit account or card and/or obtain one or more Services but through non-electronic means, then contact us in the applicable manner as set forth below under the heading, "Requesting Paper Copies."

Please Note: The consequences of not agreeing to this Consent and proceeding with paper delivery and execution of the applicable documents will be that transactions may take a longer time to process. Also, if you are a commercial card customer, you will be required to execute an amendment to the Commercial Card Master Agreement. Further, if you are a commercial investment line of credit customer, you will be required to execute a different set of documents that may contain different terms and conditions, including, but not limited to, a different underwriting process and additional covenants. Finally, if you want 360 services or My360 services, you will not be able to use the services unless you have agreed to this Consent and provide your electronic agreement to the applicable terms.

Definitions. For purposes of this Consent, the following terms shall have the meanings set forth below:

"Bank," "we," "our" and other similar terms refers to Zions Bancorporation, N.A., including any Division.

"Division" refers to any one of the following divisions with trade names that the Bank operates through: (i) Amegy Bank; (ii) California Bank & Trust; (iii) The Commerce Bank of Oregon ("CBO"); (iv) The Commerce Bank of Washington ("CBW"); (v) The Commerce Bankwest ("CBNW"); (vi) National Bank of Arizona; (vii) Nevada State Bank; (viii) Vectra Bank Colorado; and (ix) Zions Bank. Also, "Division" refers to "Equipment Finance by" along with one of the foregoing trade names.

"DocuSign" refers to the Bank's third-party service provider, DocuSign Inc., who provides a platform for the Bank to deliver Electronic Documents to you and for you to provide your electronic signature on Electronic Documents through the DocuSign® electronic signature system.

"eDocuments Account" means a deposit account, loan account or other account at the Bank which you have enrolled in one or more of the following: the eStatements service, the eNotices service, and/or the eTax Documents service.

"eDocument Communications" can be any periodic statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication (collectively "information") regarding your enrolled eDocuments Account that the Bank chooses to provide by eStatement or eNotice instead of paper. "eDocument Communication" also includes eTax Documents that we make available for eligible eDocument Accounts. An eDocument Communication is viewed by logging into online banking or mobile banking, both are commonly referred to as Digital Banking. eDocument Communications may contain information that the Bank is required by law to give you, or information that the Bank chooses to give you.

"eNotice" means any eDocument Communication that is not an eStatement or eTax Documents. (Please note that "eNotice" includes any statement of transactions or balances in a loan account and is deemed an "e-Notice" rather than an "eStatement.")

"eStatement" means an electronic version of the paper periodic statement of debits, credits and balances that the Bank mails to you for a deposit account that is not enrolled in the eStatements service. "eStatement" also includes notices, disclosures and other information that would be printed on the paper periodic statement or enclosed with a mailed paper periodic statement.

"eTax Document" means any IRS tax reporting form that the Bank makes available for electronic delivery for an eligible eDocuments Account. The Bank may from time to time, in its discretion, add or delete which IRS forms are included as eTax Documents in the Service.

"Electronic Documents" refers to any information that we give in electronic form pursuant to this Consent, and as described below under the heading entitled, "Scope." For example, this Consent is an "Electronic Document." Also, "Electronic Documents" include any communication that you give us in connection with an Electronic Document. For example, if you file a claim, which we may require to be in written form rather than in electronic form, that your deposit account statement reflects an unauthorized electronic funds transfer from your deposit account, and you then send us an electronic email response in connection with that claim, the email you sent is an "Electronic Document."

"Mobile Device" refers to any portable computing device that meets the system requirements set forth in this Consent, such as a smartphone or tablet. For purposes of mobile banking, "Mobile Device" means a cellular telephone, tablet or similar wireless communication device: (i) that is installed with mobile banking software that is permitted by us; or (ii) that can conduct mobile banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

"you," "your" and other similar terms refers to the person, in both his or her individual capacity and agency capacity, if applicable, (if in an agency capacity, "you" includes the principal/ business entity), giving consent to this Consent, and also each additional account owner or authorized principal of the business, Authorized Agent, Authorized Representative, Authorized User, user who has been granted Access Credentials, and user identified on any Bank product you enroll or apply for, use or access that is subject to an agreement or disclosure described in this Consent.

Scope. The scope of your consent for current and future delivery of Electronic Documents covers this Consent and the Electronic Documents listed below. Specifically, if you consent, then you are giving consent for the Bank to provide, if it decides to do so, and for you to electronically agree to and/or electronically receive the following Electronic Documents:

For consumer lending:

1. Personal Financial Statement;
2. Consumer Credit Application Addendum (only available at CBO, CBW and/or CBNW);

3. Home Equity Credit Line Early Disclosure;
4. Disclosure of Right to Copy of an Appraisal or Right to Appraisal, as applicable;
5. Fair Lending Notice;
6. Notice Concerning Extensions of Credit;
7. California Fair Lending Notice;
8. When Your Home is on the Line Disclosure (also known as, "What you Should Know about
9. Home Equity Lines of Credit");
10. Home Ownership Counseling Disclosure (also known as, "List of homeownership counseling organizations");
11. Flex-Line Application;
12. Check Reserve Disclosure; and
13. Check Reserve Agreement.

For business lending:

1. Personal Financial Statement;
2. Zions Bank Capital Loan Agreement;
3. Zions Bank Capital Loan Application Agreement;
4. Confirmed Loan Terms;
5. ACH authorizations;
6. Personal Guarantee or Personal Guaranty;
7. Promissory Note;
8. Credit Agreement;
9. Business Loan Agreement;
10. SBA Addendum to Business Loan Agreement;
11. Resolutions;
12. Disbursement Request and Authorization;
13. Business Access Loan Application & Agreement or Business Access Loan Agreement;
14. Joint Application Declaration, Business Access Loan Application & Agreement;
15. Personal Guarantee and/or Commercial Guarantee;
16. Business Banking Sweep Maintenance Form or Business Banking Loan Sweep Maintenance Form;
17. Commercial Loan- Authorization for Automatic Payment;
18. Investment Line of Credit Agreement;
19. Disclaimer and Waiver with Regard to Loan by Lender;
20. Investment Line of Credit Signature Card;
21. Account Assignment, Security and Control Agreement; and
22. Statement of Purpose for an Extension of Credit Secured by Margin Stock-FR U-1, as it may be amended.

For deposit account(s):

1. Banking Resolutions;
2. Signature Card/Business Client Deposit Services Agreement, as applicable;
3. Signature Card/Personal Client Deposit Services Agreement, as applicable;
4. Zions Bancorporation, N.A. Deposit Account Agreement;
5. Product Rates/Deposit Account Rates;
6. Electronic Funding Authorization;
7. Debit Card Overdraft Service (also known as, "What You Need to Know About Overdrafts and Overdraft Fees");
8. Account agreement (which provides a summary of the features for your account);
9. Personal Accounts Schedule of Fees, as applicable;
10. Business Accounts Schedule of Fees, as applicable;
11. Service Charge Information, as applicable;
12. Deposit account disclosure, as applicable; and

13. Deposit Account Control Agreement (DACA) Fee Disclosure, as applicable.

For personal digital banking:

1. The Digital Banking Service Agreement (Personal & Business);
2. eDocuments Service Agreement (for one or more of the following: eStatements service; eNotices service; or eTax Documents service) which is subject to your specific separate enrollment in one or more services for eDocument Communications through Digital Banking unless you open your deposit account through our self-enrollment process, then you are automatically enrolled in eStatements and eNotices (the platform you are using will clearly indicate whether you are automatically enrolled in eStatements and eNotices);
3. Authorization to debit a checking or savings account held with the Bank or another financial institution in order to make a transfer to a deposit account or make a payment on one or more loans held with the Bank;
4. ACH authorizations;
5. eStatements for Credit Cards Agreement;
6. Paper Statement Notice and Consent;
7. Error resolution notices, billing rights notices, balance calculation notices, federal and state privacy notices, data breach notices and disclosures or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, and the Real Estate Settlement Procedures Act, including any amendments made to the foregoing laws, or other applicable federal or state law and regulations;
8. Bill Pay Service Agreement;
9. External Account Transfer Addendum or External Transfers Agreement or Personal Electronic External Transfers Agreement or DirectNET® Consumer Online Banking External Account Transfers Addendum;
10. External Transfer to a Friend Enrollment Form;
11. Zelle® and Other Payment Services Agreement;
12. Wire Application for Personal Digital Banking;
13. Wire Agreement for Digital Banking;
14. Direct Connect Service Agreement (with optional Bill Payment Service (Personal & Business)); and
15. Mobile Banking Privacy Policy.

For business digital banking:

1. Online and Mobile/Digital Banking Resolutions;
2. The Digital Banking Service Agreement (Personal & Business);
3. eDocuments Service Agreement (for one or more of the following: eStatements service; eNotices service; or eTax Documents service) which is subject to your specific separate enrollment in one or more services for eDocument Communications through Digital Banking unless you open your deposit account through our self-enrollment process, then you may be automatically enrolled in eStatements and eNotices (the platform you are using will clearly indicate whether you are automatically enrolled in eStatements and eNotices);
4. eStatements for Credit Cards Agreement;
5. Paper Statement Notice and Consent;
6. Digital Banking Service Application;
7. Digital Banking Service Update;
8. Multiple Party Addendum to Business Digital Banking Service Agreement;
9. Bill Pay Service Agreement;
10. Zelle® and Other Payment Services Agreement;
11. ACH authorizations;
12. Wire Application for Business Digital Banking;
13. Wire Agreement for Digital Banking;
14. Direct Connect Service Agreement (with optional Bill Payment Service (Personal & Business));

15. Request for Commercial Loan Advance Function or Online Commercial Loan Advance Request Form or Request to Enable Online Commercial Loan Advance Function or Digital Banking Commercial Loan Advance Function Form Addendum to the Digital Banking Service Agreement and Amendment to the Business Credit Agreement, any of which may contain a reaffirmation and acknowledgement of guaranty; and
16. Authorization for Disbursement Service (ACH).

For commercial equipment finance:

1. Master Lease Agreement;
2. Master Finance Lease;
3. Addendum to Master Finance Lease;
4. Equipment Schedules;
5. Power of Attorney;
6. Beneficial Ownership Certification;
7. Resolutions;
8. Delivery and Acceptance certificate(s);
9. Personal guarantee and/or commercial guarantee;
10. Any exhibits or addenda related to the foregoing; and
11. Any other Bank required documents that relate to leases for equipment, inventory or other goods.

For treasury management products and services:

1. Treasury Management Master Services Agreement ("MSA");
2. Treasury Management Consent for Services ("TMC");
3. Acceptance of Treasury Management Agreements ("TMA");
4. Certification of Resolution and Authorization for Treasury Management Services ("TMR");
5. Certificate of Resolution and Authorization For Wire Transfer Services (may be available to customers without a treasury profile);
6. Treasury Management Specifications and Acceptance ("Specifications");
7. Security Parameters Election Form;
8. Consumer Supplement to the Treasury Management Master Services Agreement;
9. ICS Deposit Placement Agreement;
10. Custodial Agreement;
11. ICS Account Form;
12. ICS Customer Profile Form;
13. IntraFi Network Demand or Savings (formerly ICS) Customer Transaction Request Form;
14. IntraFi ICS Demand and Savings Sweeps disclosure;
15. CDARS® Order Form;
16. CDARS® Deposit Placement Agreement;
17. Commercial Card Maintenance / Support Request Form;
18. Wire PIN Acknowledgement (excluding CBO and CBW) (may be available to customers without a treasury profile);
19. Funds Transfer Drawdown (Reverse Wire) Service Request & Agreement (may be available to customers without a treasury profile);
20. Wire Transfer Agreement Coversheet (may be available to customers without a treasury profile);
21. Wire Transfer Agreement (may be available to customers without a treasury profile);
22. Addendum to Wire Transfer Agreement (may be available to customers without a treasury profile); and
23. Standing Wire Transfer Terms & Conditions (may be available to customers without a treasury profile).

For Private Banking and Premier Wealth Management products and services:

1. Consumer Money Market Mutual Fund Sweep - Specifications and Acceptance Form (excluding CBO and CBW);

2. Premier Sweep Account Authorization Form;
3. ICS Customer Profile Form;
4. ICS Account Form;
5. ICS Deposit Placement Agreement;
6. Custodial Agreement;
7. IntraFi ICS Demand and Savings Sweeps disclosure; and
8. 360 Service Agreement or My360 Service Agreement.

For Marketing:

1. Multi-Media Release (and/or any release used to obtain consent to use your name, image, voice, likeness and/or words); and
2. Affidavit of Prize Acknowledgment, Release and Consent.

For card products:

1. Combined ATM/POS/Debit Card Request Form-Consumer;
2. VISA Business Check Card Application and Agreement/VISA Business Check Card Agreement;
3. Visa Spend Clarity For Enterprise- Enrollment Form;
4. Agreements for using your debit or credit card in connection with virtual wallet, such as, but not limited to, Google Pay, Samsung Pay and Apple Pay;
5. Consumer Credit Card Agreement & Disclosure Statement;
6. Disclosure Statement;
7. Commercial Card Master Agreement ("CMA");
8. Commercial Card Guaranty Agreement;
9. Commercial Card Pledge of Deposit Account to Secure;
10. Commercial Card Program Schedule of Fees;
11. Commercial Card Program Additional Billing Accounts Form;
12. Amendment to Commercial Card Program Master Agreement;
13. Assumption and Modification Agreement to Commercial Card Program;
14. Sample Joinder Agreement;
15. Visa Commercial Cardholder Agreement;
16. Assumption Release and Waiver Agreement;
17. Request to Provide Transaction Data to Third Parties;
18. Automatic Payment Enrollment (EasyPay Enrollment); and
19. Business Card Program Paypoint (Auto-Pay) Enrollment Form.

For telephone calls:

1. Authorizations to obtain prior express written or electronic consent for receiving autodialed and prerecorded message calls and text messages from the Bank or its third-party debt collector at the wireless telephone number provided by you to the Bank.

For all accounts and/or events triggering tax information reporting:

1. Request for Taxpayer Identification and Certification;
2. Our substitute form for Request for Taxpayer Identification and Certification; and
3. Privacy Notice.

For any one of the Services, Accounts or applicable relationships:

1. Error resolution notices, billing rights notices, balance calculation notices, federal and state privacy notices, data breach notices and disclosures or notices that may be required under the Truth in Savings Act, Electronic Funds Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit

- Reporting Act, the Gramm Leach Bliley Act, and the Real Estate Settlement Procedures Act, including any amendments made to the foregoing laws, or other applicable federal or state law and regulations;
2. Any application (including joint or otherwise), acknowledgement, agreement, notice or disclosure regarding: (i) preauthorized debits to your accounts that vary in amounts; (ii) pending or processed payment instructions; (iii) payments, deposits or adjustments made to your account or transactions involving your account; (iv) a debit, credit and/or a commercial card; (v) a loan or lease account; (vi) a deposit account; and/or (vii) a product or service fee (such as a transaction fee, stop payment fee, late fee, finance charge, an overdraft fee, a fee for a draft, check or electronic debit);
 3. Any change, amendment or update in terms, including, but not limited to, adding new terms not previously contemplated, deleting existing terms and modifying current terms, to the foregoing described documents in this Consent or applicable to a loan, lease, or deposit accounts or products or services you obtain from us; and
 4. Any other document or other information we are required by law to provide "in writing" as it relates to: (i) a product or service subject to an Electronic Document; or (ii) your access or use of a product or service through electronic or non-electronic means.

Please Note: Your consent only pertains to the Electronic Documents that are described in this Consent. Therefore, your consent to this Consent is not applicable to any other consent you may have provided to the Bank in connection with other products or services. Also, additional consents may be required and presented for acceptance in connection with other Bank products and services.

Method of Providing Electronic Documents. All Electronic Documents, except for eStatements, eNotices, eTax Documents, that we provide to you will be delivered by: (i) email to any email address you have provided us in connection with a loan, lease, deposit account or one or more Services, including attaching documents to the email or providing links to or instructions within the email for navigating to documents on the DocuSign system or elsewhere; (ii) by SMS text message to any Mobile Device telephone number you have provided in connection with a loan, lease, deposit account or one or more Services; (iii) posting the information on our website (for example, on our initial web page where you log into the system that offers one or more Services or as an in product message (that displays within the system or Service after you have logged in)) that you access or use in connection with a loan, deposit account, commercial card or one or more Services; (iv) any other electronic means that you have authorized now or later; (v) any other electronic means that are or may be in the future made available to you that is commercially reasonable and within the systems requirements described below; or (vi) requesting that you download a PDF file containing an Electronic Document.

All Electronic Documents, under the eDocuments Service, which includes eStatements, eNotices and eTax Documents, that we provide to you will be delivered by: (i) by posting it to your Division's website, an online banking message center, or in our mobile banking software; (ii) by message printed on the periodic statement for your eligible eDocuments Account if you have agreed to receive that statement electronically; or (iii) by one of the methods described above for all other Electronic Documents.

How to Withdraw Your Consent and the Effect of Doing So. Except for those documents provided under the eDocuments Service, Notices, as defined in the CMA and provided in connection with commercial cards, and Specifications, this Consent applies only to the current documents provided immediately following your consent to this Consent and/or within the current DocuSign envelope. Therefore, once you provide consent to this Consent you cannot revoke it for the current documents. However, for those documents provided under the eDocuments Service or for Electronic Documents that do not immediately follow this Consent, including, but not limited to, Notices for commercial card and Specifications, you may withdraw your consent to this Consent at any time by calling us as provided below under the heading entitled, "How to Contact Us."

Your withdrawal of consent will need to state clearly your full e-mail address, entire name, mailing address, telephone number and a statement indicating which future Electronic Documents and/or which one of the services you are withdrawing your Consent. For example, if you are withdrawing your Consent in connection

with the eDocuments Service, then please tell us which eDocument Communications you would like in paper instead (however, we still reserve the right of also making electronic documents available to you).

The consequences of withdrawing your consent for future eDocument Communications, Notices (in connection with commercial card) or Specifications are: (i) it may take a longer time for the paper communication to be delivered and/or received by you; (ii) it may take a longer time for the particular product or service to be set up for use or access by you; (iii) you will be required to execute an amendment to the Commercial Card Master Agreement, if you are a commercial card customer; and (iv) some account types charge a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.) Please note: Withdrawal of your consent for future eDocument Communications, including eStatements, does not generally result in termination of Digital Banking services (including any recurring transfers previously authorized). Please refer to the Section, entitled, "eDocuments Service" of the Digital Banking Service Agreement for further details. The consequences of withdrawing your consent for future Electronic Records in connection with Digital Banking, including for just one or more Digital Banking services, but not including future eDocument Communications, Notices (in connection with commercial card) or Specifications, which are described in the foregoing paragraph, are that we may terminate your ongoing access and/or use of Digital Banking (and not process any previously scheduled future payments) or we may, in our sole discretion, decide to only terminate your ongoing access and/or use of the applicable service(s) your revocation of consent for future Electronic Records pertains to.

Please Note: Any cancellation or withdrawal of this Consent: (i) is not applicable to any other consent that you may have provided the Bank in connection with other products and services; and (ii) is not retroactive and all past electronic agreements and delivered Electronic Documents in connection with this Consent are still valid.

How to Update Your Records. It is your responsibility to provide us with an accurate, up to date and complete email address. Specifically, you must immediately contact us to update changes to your email address, mobile device telephone number and postal address related to this Consent. You can do so by contacting your local branch in person or calling us at the applicable telephone number provided below under the heading entitled, "How to Contact Us."

Hardware and Software Requirements. The following are the hardware and software requirements that apply if you are providing your consent to this Consent through the DocuSign platform: In order for you to provide consent to this Consent and execute and/or receive Electronic Documents, you must have certain computer capabilities and/or Mobile Device capabilities, which we may change from time to time without prior notice to you unless prohibited by applicable law. Generally, in order to consent to this Consent, you must have: (i) a computer and/or a Mobile Device; (ii) an internet connection; (iii) a current operating system; (iv) an up to date browser with adequate security; (v) sufficient memory to download and retain Electronic Documents; (vi) a printer, if you want to be able to print your Electronic Documents; (vii) a valid and active email address; (viii) the ability to connect to websites via hyperlinks provided in an email; (ix) the ability to engage in SMS text messaging on your Mobile Device; and (x) up to date software for reading and saving PDF and HTML documents. The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

In addition to the foregoing, to use the DocuSign system, you or your agents may be required to register with DocuSign as a user.

The following are the hardware and software requirements that apply if you are providing your consent to this Consent outside of the DocuSign platform: (i) you must have a computer and/or a Mobile device; (ii) a current operating system; (iii) a printer (if you want to be able to print your Electronic Documents); (iv) sufficient memory to download and retain Electronic Documents; (v) your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; (vi) you must have an internet service provider and/or mobile communications data service provider; (vii) your computer or Mobile Device must use a commonly accepted and recently updated version of

an HTML compliant web browser that supports the latest protocols for encryption; (viii) you must maintain, provide and update us with your active and valid email address(es) for use in sending, receiving and retaining disclosures and other communications; and (ix) you must be able to connect to websites via hyperlinks in email.

Also, you may be required to be enrolled in and actively be using online banking, mobile banking or treasury management services, as applicable (e.g., certain Services, such as eStatements, eNotices and eTax Documents services, require enrollment and activation in Digital Banking or treasury management services). Further, for mobile banking you must also have: (i) the most recent version of our mobile banking software installed on your Mobile Device that has a camera; (ii) your Mobile Device and mobile phone number registered with online banking or treasury management banking; and (iii) your Mobile Device enabled for SMS text messaging. Finally, you must regularly install updates as they become available to your computer's and/or Mobile Device's operating system, web browser and PDF reader (and, if applicable, your mobile banking software).

If you are not able to access, view and print or save the Electronic Documents, then please do not proceed with providing your Consent.

Requesting Paper Copies. For Electronic Documents subject to this Consent, you may request a paper copy by visiting or calling your local branch or calling the applicable phone number listed below under the heading entitled, "How to Contact Us." However, Private Banking and Premier Wealth Management consumer sweep clients should contact their Banker directly in order to request a paper copy. Also, treasury management customers with access to our Wire Room or calling the Central Wires Department must indicate whether they want paper or electronic copy at the exact time the customer executes the request for a PIN. In the event a customer requested electronic PIN delivery for wires and later wants a paper copy, the customer must specifically access their link provided by DocuSign within two weeks of activating the request for the PIN and download a copy of the electronic PIN.

Generally, we do not send a paper copy of any Electronic Document unless you specifically request that we do so. There are no fees for sending you one or more paper copies of an Electronic Document through the United States Postal Service. However, if your request falls under statement/research services, then applicable fees apply.

How to Contact Us.

You can contact us by calling the telephone number for where your accounts are held.

Please note: Commercial loan applicants or customers may choose to contact their Commercial Loan Banker directly and Private Banking and Premier Wealth Management consumer sweep clients may choose to contact their Banker directly.

For Customers of:	Call:
Amegy Bank	(888) 500-2960
California Bank & Trust	(888) 217-1265
Commerce Bank of Oregon	(866) 548-1020
Commerce Bank of Washington	(800) 998-4035
National Bank of Arizona	(800) 497-8168
Nevada State Bank	(888) 835-0551
Vectra Bank Colorado	(800) 884-6725
Zions Bank	(800) 974-8800

However, if you are a treasury management customer and need to contact us in connection with treasury management document(s), then you can contact us by calling or emailing us as set forth below.

For Customers of:	Call:	E-mail:
Amegy Bank	(888) 539-7928	tmclientservices@amegybank.com
California Bank & Trust	(888) 316-6500	tmclientservices@calbt.com
The Commerce Bank of Oregon	(866) 548-1020	clientservice@tcboregon.com
The Commerce Bank of Washington	(206) 292-4550	cmops@tcbwa.com
National Bank of Arizona	(888) 241-5550	tmclientservices@nbarizona.com
Nevada State Bank	(800) 693-7695	tmclientservices@nsbank.com
Vectra Bank Colorado	(800) 341-8156	tmclientservices@vectrabank.com
Zions Bank	(800) 726-7503	tmclientservices@zionsbank.com

Also, if you gave your consent in connection with a marketing event, such as a release to use your image, voice, likeness and etc., and/or for tax information reporting for a promotional item (which may only be for Zions Bank), then you can contact us by emailing us as set forth below.

For Customers of:	E-mail:	
Amegy Bank	socialmedia@amegybank.com	
California Bank & Trust	marketing.admin@calbt.com	
The Commerce Bank of Oregon	clientservice@tcboregon.com	
The Commerce Bank of Washington	thecommercebank@tcbwa.com	
National Bank of Arizona	marketing@nbarizona.com	
Nevada State Bank	NSBMarketing@nsbank.com	
Vectra Bank Colorado	vbc.marketing@vectrabank.com	
Zions Bank	events@zionsbank.com	socialmedia@zionsbank.com

Finally, if you are an Equipment Finance customer and need to contact us in connection with Equipment Finance document(s), then you can contact us by emailing us at EFcustomerservice@zionsbancorp.com.

Communications in Writing. All information provided by us in electronic form will be considered a "writing." You should print or download for your records a copy of this Consent and any other Electronic Document that is important to you.

Federal Law. You acknowledge and agree that your consent to Electronic Documents is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend for the Act to apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination and Changes. We reserve the right, in our sole discretion, to discontinue the provision of Electronic Documents, or to terminate or change the terms and conditions on which we provide Electronic Documents. We will provide you with notice of any such termination or change as required by law.

Item: Varonis Sensitive Data Identification
Fiscal Impact: \$109,000 yr 1 + \$100,000/yr thereafter
3-year commitment
Funding Source _____
Account #: _____

Budget Opening Required: ☐

ISSUE:

We must identify files in Microsoft 365 and on-premises servers containing PII, CJI, HIPAA, or PCI data, and review if access is limited to authorized personnel, per new State law.

SYNOPSIS:

Recent legislation mandates stricter controls and training for PII. We are already required to comply with CJI, HIPAA, and PCI standards. A comprehensive data scan and access audit are necessary for compliance and improved user awareness.

BACKGROUND:

Our current storage (Microsoft 365 and on-premises) lacks a full review of where sensitive data resides and who can access it. To meet new State requirements, we propose using Varonis to scan, report, and help remediate inappropriate access to sensitive information. This will support compliance and target user training where necessary.

RECOMMENDATION:

The city staff recommends approval of the Resolution.

SUBMITTED BY:

Ken Cushing, IT Division Head

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
VARONIS SOFTWARE AND RELATED SERVICES.**

WHEREAS, West Valley City wishes to purchase Varonis software and related services to comply with data privacy requirements; and

WHEREAS, VLCM has been awarded the State Contract to supply said software; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to said software and services for an amount not to exceed \$309,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



VLCM
852 E Arrowhead Ln
Salt Lake City, Utah 84107
United States
(P) 8012629277

Quotation (Open)	
Date Aug 11, 2025 10:12 AM MDT	Expiration Date 09/05/2025
Modified Date Aug 11, 2025 10:41 AM MDT	
Quote # 469333 - rev 1 of 1	
Description Varonis	
SalesRep Sirrine, Chad (P) 8012629277	
Customer Contact Cushing, Ken (P) 8019633422 ken.cushing@wvc-ut.gov	

Customer
West Valley City (WVCITY)
Cushing, Ken
3600 Constitution Blvd
West Valley City, UT 84119
United States
(P) 801-963-3422

Bill To
WEST VALLEY CITY
Cushing, Ken
3600 CONSTITUTION BLVD
WEST VALLEY, UT 84119
United States
(P) 801-963-5555
(F) 801-966-8455

Ship To
WEST VALLEY CITY
Cushing, Ken
3600 CONSTITUTION BLVD
WEST VALLEY, UT 84119
United States
(P) 801-963-5555
(F) 801-966-8455

#	Description	Part #	Tax	Qty	Unit Price	Total
NASPO AR2472						
3 Year Term - Billed Annually						
Year 1						
1	Varonis Hybrid + MDDR & Copilot SaaS Subscription	VHCM-751-1000SA	Yes	751	\$106.62	\$80,071.62
2	Collector OS User Band 1-5	CL-1-5OS	Yes	2	\$1,140.69	\$2,281.38
3	Varonis Universal DB Connector User Band	VDBC-CS	Yes	10	\$1,764.70	\$17,647.00
4	3 days of professional service	PFSVC	Yes	1	\$9,000.00	\$9,000.00
						Subtotal \$109,000.00
Year 2						
5	Varonis Hybrid + MDDR & Copilot SaaS Subscription	VHCM-751-1000SA	Yes	751	\$106.62	\$80,071.62
6	Collector OS User Band 1-5	CL-1-5OS	Yes	2	\$1,140.69	\$2,281.38
7	Varonis Universal DB Connector User Band	VDBC-CS	Yes	10	\$1,764.70	\$17,647.00
						Subtotal \$100,000.00
Year 3						
8	Varonis Hybrid + MDDR & Copilot SaaS Subscription	VHCM-751-1000SA	Yes	751	\$106.62	\$80,071.62
9	Collector OS User Band 1-5	CL-1-5OS	Yes	2	\$1,140.69	\$2,281.38
10	Varonis Universal DB Connector User Band	VDBC-CS	Yes	10	\$1,764.70	\$17,647.00
						Subtotal \$100,000.00

Disclaimer: Due to potential tariffs and other market-driven factors, pricing may change without notice. VLCM remains committed to transparency and will work with our vendors to hold pricing steady whenever possible. Any necessary changes will be communicated clearly and in advance when feasible.

Subtotal: \$309,000.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$309,000.00

Customer Acknowledgment and Agreement

The purchase and use of goods, services, or other offerings are subject to applicable terms and conditions, including the vendor's privacy policies and usage agreements. These documents may vary by vendor and product type. Customers can request copies of the relevant terms and policies from the VLCM Sales Team at any time.

This proposal is also subject to acceptance of VLCM's standard terms and conditions, which are available for review at www.vlcmtech.com/terms. Please note that VLCM may charge a convenience fee for credit card transactions.

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

ISSUE:

A resolution adopting findings concerning the West Valley Central Station Area Plan.

SYNOPSIS:

During the 2022 general session, the Utah Legislature passed HB 462 which required municipalities with fixed-guideway public transit stations, such as light rail stations, to develop a station area plan for the ½ mile radius area around each transit station. Municipalities must adopt station area plans and land use regulations to implement those plans on or before December 31, 2025. HB 462 also required municipalities to have their station area plans certified by the applicable metropolitan planning organization which, in West Valley’s case, is Wasatch Front Regional Council.

Where a municipality has already adopted a station area plan and land use regulations to implement the plan, that municipality may adopt a resolution finding that the station area plan objectives in State law have been substantially promoted. This resolution can then be used to obtain the required certification from the metropolitan planning organization without creating a new station area plan or new land use regulations.

West Valley City adopted a station area plan called the City Center Vision for the area around the West Valley Central Station (just outside City Hall) on 12/21/2004. The City later updated this Plan as the Fairbourne Station Vision on 9/11/2012. The Fairbourne Station Vision was just updated on 8/12/2025. The City also adopted the City Center zone on 4/18/2006. Given these and many other actions taken by the City to make Fairbourne Station a reality, staff is requesting approval of this resolution to seek certification of the West Valley Central Station from Wasatch Front Regional Council.

RECOMMENDATION:

City staff recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION ADOPTING FINDINGS CONCERNING THE
WEST VALLEY CENTRAL STATION AREA PLAN.**

WHEREAS, Section 10-9a-403.1 of the Utah Code requires the City to develop and adopt station area plans for the development of areas surrounding light rail stations; and

WHEREAS, the City has adopted plans and taken numerous steps in compliance with the requirements of said statute for the West Valley Central Station Area; and

WHEREAS, the attached description of the City's actions within the West Valley Central Station Area (the "Station Area City Actions Summary") meets the requirements of said statute; and

WHEREAS, the City Council does hereby find that the objectives of Section 10-9a-403.1(7)(a) are substantially promoted by the actions described in the Station Area City Actions Summary; 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 adopt the attached Station Area City Actions Summary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the attached Station Area City Actions Summary is approved and that staff is directed to disseminate said Station Area City Actions Summary in accordance with the statutes set forth above.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Station Area City Actions Summary

Utah Code 10-9a-403.1 (2)(b)(i)(A)

The municipality has already adopted plans or ordinances, approved land use applications, approved agreements or financing, or investments have been made, before June 1, 2022, that substantially promote each of the objectives in Subsection (7)(a) within the station area, and can demonstrate that such plans, ordinances, approved land use applications, approved agreements or financing, or investments are still relevant to making meaningful progress towards achieving such objectives.

The municipality has already adopted plans.

- The City amended the City's General Plan by adopting the City Center Vision on 12/21/2004.
- The City adopted the City Center Community Development Project Area Plan on 10/17/2006.
- The City updated the City's General Plan by adopting the Fairbourne Station Vision, which replaced the City Center Vision, on 9/11/2012.
- The City updated the Fairbourne Station Vision on 8/12/2025 to include the Valley Fair Mall property and to reflect implementation progress made since 2012.

The municipality has already adopted ordinances.

- The City enacted the City Center Zone on 4/18/2006 (Ordinance #06-29). Subsequent amendments were made on 2/20/2008 (Ordinance #08-09), 2/25/2013 (Ordinance #13-06), 1/29/2015 (Ordinance #15-03), 4/30/2015 (Ordinance #15-14), 9/9/2016 (Ordinance #16-41), 5/8/2018 (Ordinance #18-13), 6/16/2020 (Ordinance #20-26), 4/13/2021 (Ordinance #21-14), 7/6/2021 (Ordinance #21-42), and 5/14/2024 (Ordinance #24-17).

The municipality has already approved land use applications.

- The City rezoned 37 acres to the City Center Zone on 4/18/2006.
- The City rezoned 6 acres to the City Center Zone on 2/5/2008.
- The City approved permitted or conditional use permits and building permits for the following projects within the station area: Embassy Suites, Residences at Fairbourne Station Phase 1, Residences at Fairbourne Station Phase 2, Back 9 Apartments, Central Station Apartments, Fairbourne Station Office Tower, West Valley City Police Headquarters, Granger Medical, Fairbourne Station Parking Structure, and Mountain America Credit Union.

The municipality has already approved agreements.

- The City entered into agreements for the disposition of land (ADLs) or development agreements for the Valley Fair Mall redevelopment, Granger Medical, Embassy Suites, Residences at Fairbourne Station Phase 1, Residences at Fairbourne Station Phase 2, Back 9 Apartments, the Fairbourne Station Parking Structure, and the Fairbourne Station Office Tower.
- The City entered into agreements with UTA to facilitate the development and maintenance of transit infrastructure.

The municipality has already approved financing.

- The City utilized grants, debt financing, tax increment, and other funding to fund the investments described below.

The municipality has already made investments.

- The City acquired nearly 80 parcels (approximately 31 acres) to facilitate redevelopment and to support UTA in its efforts to develop transit infrastructure.
- The City demolished over 80 buildings to facilitate redevelopment.
- The City constructed Three Mill Lane, Weigh Station Road, and 3030 West and reconstructed Lehman Avenue.
- The City built the 3-acre promenade park.
- The City constructed the Fairbourne Station Parking Structure.

The municipality can demonstrate that such plans, ordinances, approved land use applications, approved agreements or financing, or investments are still relevant to making meaningful progress towards achieving such objectives.

- See discussion below.

Utah Code 10-9a-403.1 (7)(a)

The objective of increasing the availability of affordability of housing, including moderate income housing has been substantially promoted.

- The City has approved 4 apartment developments with a total 1,012 units and 1 townhome development with 33 units within the station area. The density of the apartment projects range from 70 to 109 units/acre. These apartment developments include a mix of studio, 1-bedroom, 2-bedroom, and 3-bedroom units. Three of the four apartment developments are completed and occupied. Rents for the completed units are affordable to low-income households. There are additional opportunities for more housing within the station area.

The objective of promoting sustainable environmental conditions has been substantially promoted.

- The City's efforts within the station area known as Fairbourne Station have resulted in a mix of high intensity uses in close proximity of public transit. The mix of uses together with the proximity of transit can reduce vehicle trips which in turn reduce vehicle emissions. The new, high intensity/density uses replaced blighted development and reduced the need for greenfield development that would consume land on the urban fringe. There are additional opportunities for more high intensity mixed uses near transit within the station area.

The objective of enhancing access to opportunities has been substantially promoted.

- The improvements and developments that have occurred within the station area have increased opportunities in housing, health care, banking, retail, recreation, lodging, entertainment, employment, and transportation. Future development has the potential to further opportunities within the station area.

The objective of increasing transportation choices and connections has been substantially promoted.

- Since the original City Center Vision was adopted in 2004 within the station area, transportation choices and connections have increased dramatically. Completed transportation improvements that increased choices and connections are described below:
 - Continuous sidewalk was installed and lanes added along 3500 South.
 - A frontage road was constructed on the west side of I-215 between 3500 South and 3800 South.
 - Dead end local streets were replaced with a local grid of streets.
 - Bus rapid transit was introduced along 3500 South.

- The TRAX green line was constructed with the West Valley Central Station at the heart of Fairbourne Station.
- The Fairbourne Station Parking Structure serves in part as a park and ride by including parking stalls for transit patrons.
- A UTA bus hub, which serves 9 local bus routes, was constructed within the station area.
- The following transportation projects are currently under construction and will further increase transportation choices and connections within Fairbourne Station:
 - UTA's bus hub is currently being expanded to serve the Midvalley Connector BRT that will connect Murray Central Station to the Salt Lake Community College Redwood Campus and to Fairbourne Station.
 - The City is reconstructing 3650 South between 2700 West and 3200 West to include consistent sidewalk, bike lanes, and a center median turn lane.

25-122: Light Vehicle Replacement

Item #:

Fiscal Impact: \$2,020,188

Funding Source: General Fund/SWU

Account #: 45-9620-40730-00000-0000 \$1,589,566 Rolling Stock

45-9620-40732-00000-0000 \$390,400 Upfitting

36-7531-40740-00000-0000 \$40,422 SWU

Budget Opening: No

ISSUE:

A resolution authorizing the purchase and upfit of new light fleet vehicles

SYNOPSIS:

This resolution authorizes the purchase and upfitting of 41 new vehicles from various vendors or manufacturers

BACKGROUND:

To maintain the City's fleet in good condition, the fleet division recommends the purchase of 41 vehicles from the 2025/2026 light vehicle replacement list with the vehicles described in the table below. In addition to the purchase of vehicles, this resolution authorizes the fleet division to purchase miscellaneous upfitting components (lights, sirens, beds etc...) from various vendors, which will be installed using City fleet personnel. The vehicles are purchased using state purchasing contracts.

Vehicle Description	Qty	Vehicle Purchase Unit Cost	Total Vehicle Purchase Cost	Upfitting Unit Cost	Total Upfitting Cost	Total Cost	Dept.
Explorer	1	\$ 49,000	\$ 49,000	\$ 10,240	\$ 10,240	\$ 59,240	Fire
F-150	1	\$ 51,014	\$ 51,014	\$ 16,240	\$ 16,240	\$ 67,254	Fire
F-350 Ext. Cab	2	\$ 56,269	\$ 112,538	\$ 24,625	\$ 49,250	\$ 161,788	Parks
Ranger	1	\$ 35,797	\$ 35,797	\$ 7,690	\$ 7,690	\$ 43,487	PD
Interceptor SUV	15	\$ 48,188	\$ 722,820	\$ 14,844	\$ 222,660	\$ 945,480	PD
Harley Davidson	6	\$ 19,101	\$ 114,606	\$ 0	\$ 0	\$ 114,606	PD
F-150	1	\$ 51,014	\$ 51,014	\$ 18,265	\$ 18,265	\$ 69,279	PD
Camry Hybrid	5	\$ 27,800	\$ 139,000	\$ 5,315	\$ 26,575	\$ 165,575	PD
SUV's	2	\$ 47,000	\$ 94,000	\$ 7,615	\$ 15,230	\$ 109,230	PD
F-150	1	\$ 51,014	\$ 51,014	\$ 3,000	\$ 3,000	\$ 54,014	PW
Ranger	3	\$ 35,797	\$ 107,391	\$ 3,000	\$ 9,000	\$ 116,391	PW
Maverick	1	\$ 30,000	\$ 30,000	\$ 3,000	\$ 3,000	\$ 33,000	NS
Ranger	2	\$ 35,797	\$ 71,594	\$ 4,625	\$ 9,250	\$ 80,844	CED
	41		\$ 1,629,788		\$ 390,400	\$ 2,020,188	

RECOMMENDATION:

Authorize the purchase of 41 light fleet vehicles for FY2025-26

SUBMITTED BY:

Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
VEHICLES FOR THE 2025-2026 LIGHT VEHICLE FLEET
REPLACEMENT.**

WHEREAS, West Valley City wishes to purchase certain vehicles and equipment to maintain the City's light vehicle fleet in good working order; and

WHEREAS, said vehicles and equipment shall be purchased only from vendors who hold a state contract to provide said equipment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase light vehicles and equipment for an amount not to exceed \$2,020,188.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Row Labels	Sum of Qty	Sum of Total Cost
Community Dev.	2	\$ 80,844
Ranger	2	\$ 80,844
Fire	2	\$ 126,494
Explorer	1	\$ 59,240
F-150	1	\$ 67,254
Neighborhood Serv.	1	\$ 33,000
Maverick	1	\$ 33,000
Parks	2	\$ 161,788
F-350 Ext. Cab	2	\$ 161,788
Police	30	\$ 1,447,657
Camry Hybrid	5	\$ 165,575
F-150	1	\$ 69,279
Harley Davidson	6	\$ 114,606
Interceptor SUV	15	\$ 945,480
Ranger	1	\$ 43,487
SUV's	2	\$ 109,230
Public Works	4	\$ 170,405
F-150	1	\$ 54,014
Ranger	3	\$ 116,391
Grand Total	41	\$ 2,020,188

Vehicle Description	Qty	Vehicle Purchase Unit Cost
Explorer	1	49000
F-150	1	51014
F-350 Ext. Cab	2	56269
Ranger	1	35797
Interceptor SUV	15	48188
Harley Davidson	6	19101
F-150	1	51014
Camry Hybrid	5	27800
SUV's	2	47000
F-150	1	51014
Ranger	3	35797
Maverick	1	30000
Ranger	2	35797

Total Vehicle Purchase Cost	Upfitting Unit Cost	Total Upfitting Cost	Total Cost
49000	10240	10240	59240
51014	16240	16240	67254
112538	24625	49250	161788
35797	7690	7690	43487
722820	14844	222660	945480
114606	0	0	114606
51014	18265	18265	69279
139000	5315	26575	165575
94000	7615	15230	109230
51014	3000	3000	54014
107391	3000	9000	116391
30000	3000	3000	33000
71594	4625	9250	80844

Dept.
Fire
Fire
Parks
Police
Police
Police
Police
Police
Police
Public Works
Public Works
Neighborhood Serv.
Community Dev.

2025-26 Light Fleet Replacement Purchase

- Annual light fleet vehicle purchase
- 41 vehicles
 - \$2,020,188
- Upfitting to be done by City Staff



Department/Type	Qty	Total Cost
Community Dev.	2	\$ 80,844
Ranger	2	\$ 80,844
Fire	2	\$ 126,494
Explorer	1	\$ 59,240
F-150	1	\$ 67,254
Neighborhood Serv.	1	\$ 33,000
Maverick	1	\$ 33,000
Parks	2	\$ 161,788
F-350 Ext. Cab	2	\$ 161,788
Police	30	\$ 1,447,657
Camry Hybrid	5	\$ 165,575
F-150	1	\$ 69,279
Harley Davidson	6	\$ 114,606
Interceptor SUV	15	\$ 945,480
Ranger	1	\$ 43,487
SUV's	2	\$ 109,230
Public Works	4	\$ 170,405
F-150	1	\$ 54,014
Ranger	3	\$ 116,391
Grand Total	41	\$ 2,020,188

Item #:	
Fiscal Impact:	\$175,216.11
Funding Source:	General Fund
Account #:	21-7644-40250
Budget Opening Required:	Yes

ISSUE:

Purchase of saltwater chlorination system for the indoor pool at the West Valley Family Fitness Center.
Cost = \$175,216.11.

SYNOPSIS:

The Fitness Center Director and Aquatics team recommend switching the indoor pool filtration system from chlorine to saltwater to improve service, save money, and promote safety.

BACKGROUND:

The indoor pool currently has an 1,800-gallon chlorine purification system, which costs the city over \$30,000.00 per year. The price of chlorine continues to increase and it is a very caustic chemical, requiring expert training and handling. Switching to a saltwater system will eliminate the safety hazards of chlorine delivery, save money in product, and maintain the high level of filtration required for a public pool.

RECOMMENDATION:

Staff recommends approving the purchase of the ChlorKing generation system for \$175,216.11.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director
Candace Whitaker, Fitness Center Director, Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
PURCHASE A CHLORINE GENERATION SYSTEM AND
ENTER INTO AN AGREEMENT WITH STRATTON &
BRATT LANDSCAPING, LLC FOR INSTALLATION.**

WHEREAS, the City desires to replace the chlorination system at the Family Fitness Center; and

WHEREAS, Stratton & Bratt Landscaping, LLC submitted the lowest responsive and responsible proposal to replace the system; and

WHEREAS, a Professional Services Agreement (the “Agreement”) setting forth the duties of the City and Stratton & Bratt with regard to said services has been prepared by and between the parties; 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 City to approve the purchase and Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to purchase said system and installation services at a total cost not to exceed \$175,216.11 and execute the Agreement, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 19 day of August, 2025, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Stratton & Bratt Landscaping, LLC (hereinafter, "Contractor"), a Utah limited liability company, 754 West 700 South, Pleasant Grove, Utah 84062. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the installation of certain filters at the outdoor pool at Centennial Park (the "Work"); and

WHEREAS, the City issued a request for proposals seeking qualified entities to perform said Work; and

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

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

AGREEMENT:

1. **Project Description.** Contractor shall provide and install chlorine generation systems at the Family Fitness Center.
2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the invoice attached hereto and incorporated herein as Exhibit "A." Contractor shall also meet all requirements set forth in the Request for Proposals and in Contractor's proposal.
3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering labor for the Work for a term of one year in addition to the manufacturer's warranty for the materials.
4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.
5. **City's Responsibilities.** The City shall be responsible for the following:

- A. **Compensation.** The City shall pay the Contractor an amount not to exceed \$175,216.11. Payment shall be made within thirty days of receipt of an invoice for work performed.
6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.
7. **Completion Date and Term.** The Work shall be completed no later than 12/31/2025. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:
- If to the CITY: West Valley City
 Attn: City Manager
 3600 Constitution Blvd.
 West Valley City, Utah 84119
- With a copy to: West Valley City
 Attn: City Attorney
 3600 Constitution Boulevard
 West Valley City, Utah 84119
- If to Contractor: Stratton & Bratt Landscaping, LLC
 754 West 700 South
 Pleasant Grove, Utah 84062
9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is

understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.
11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.
12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
 - A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$2,000,000, annual aggregate: \$3,000,000.
 - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.

- C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. **Employer's Liability Insurance.** In an amount not less than \$2,000,000.
 - E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
 - F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
- 13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.
 - 14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.
 - 15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
 - 16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and

expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.
21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of

conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 8/11/2025

Brandon Hill

City Recorder

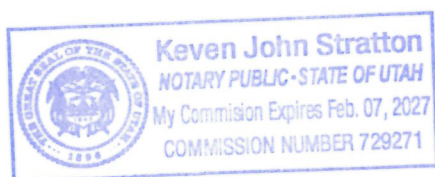
CONTRACTOR

[Signature]

By: Peter Stratton
Its: VP of operations

State of Utah)
County of Utah) :ss

On this 19th day of August, 2025, personally appeared before me Peter Stratton [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the VP of operations [title], of Stratton & Bratt Landscaping, LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its Members, and he/she acknowledged to me that said entity executed the same.



[Signature]

Notary Public

EXHIBIT A
SCOPE OF WORK



STRATTON & BRÄTT

To: Stratton & Bratt	Contact:
Address: Pleasant Grove, UT	Phone: 8017858011
	Fax:
Project Name: West Valley Sodium Hypochlorite Generation System	Bid Number:
Project Location: West Valley City	Bid Date: 7/21/2025

Item #	Item Description	Estimated Quantity	Unit	Total Price
ChlorKing	Materials And Equipment To Install NexGen 60R System Including Pumps, Lines, Returns, Components, Electrical, Controls, Start Up And Operator Training.	1.00	LS	\$172,216.11
	Performance And Payment Bonds	1.00	EACH	\$3,000.00

Base Bid Price Subtotal: \$175,216.11

Total Bid Price: \$175,216.11

Notes:

- **Prices valid for 30 days** after which point an add for inflation may apply on labor and materials
- Due to the volatility in material prices, we assume that we will be able to submit a request for increased material costs at contract time and also within 30 days of the start date of construction.
- Items not included in the line item proposal are excluded.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Stratton And Bratt Landscapes

Authorized Signature: _____

Estimator: Kory Parker



Proposal Statement

West Valley City Family Fitness Center – ChlorKing Chlorine Generation System

Submitted by: Stratton and Bratt

Company Qualifications

System Sized to Meet Demand

We have upsized the proposed ChlorKing unit to a Model 60R, ensuring it will meet the demands of the facility's full bather load across all three bodies of water. This decision was made after reviewing the flow rates, chemical usage history, and pool sizes to guarantee reliable and consistent chlorine production.

Full Compliance with RFP Specifications

Our proposal fully adheres to all specifications outlined in the RFP, including equipment capacity, installation requirements, access verification, and code compliance. All plumbing and electrical needs will be coordinated directly with facility staff during pre-install planning.

Factory Certified

We are the only factory-certified ChlorKing dealer and installer in the Intermountain West. This certification ensures the installation, calibration, and servicing of the equipment will be performed to the highest standards set by the manufacturer.

Proven Track Record

With over 5.5 years specializing in chlorine generation systems and more than 40 years of combined experience in the aquatics industry, our team brings deep knowledge of pool operations, chemical automation, and regulatory requirements.

Turnkey Service

Our proposal includes all necessary plumbing, electrical, programming, calibration, and staff training, along with clear documentation and coordination with facility management.

Warranty

The ChlorKing system includes a 3-year limited manufacturer's warranty, and we provide a 1-year warranty on installation workmanship.

We anticipate the installation process will take approximately 4–6 business days from the agreed-upon project start date, pending site readiness and coordination access. There is a 4-5 week lead time on ChlorKing systems.

Risk Reduction & Support

As a factory-certified partner, we maintain priority access to ChlorKing technical support, parts, and engineering resources, allowing for rapid service and minimal operational disruption.

Commitment to Safety & Compliance

Our team is OSHA-trained, drug-tested, and background-checked. We carry all required commercial insurance and bonding as specified in the RFP, and we are well-versed in Utah's public pool codes.

Bidder Preference Statement

In accordance with the West Valley City Bidder Preference Form, we affirm that our company qualifies for additional preference consideration based on the following:

Veteran Hiring and Recruitment: We actively recruit and employ veterans.

Safety Program: We maintain a formal, ongoing safety training program.

Drug Testing: We maintain a compliant and enforced drug testing policy.

Health Insurance: We provide health insurance to all full-time employees.

Nondiscrimination Policy: We have and enforce a nondiscrimination policy in compliance with Title 26 of the West Valley City Municipal Code.

We respectfully request that our proposal receive the appropriate preference consideration as outlined in the RFP documentation.

25-125: Roof Replacement

Item #:	
Fiscal Impact:	\$37,025.00
Funding Source:	Parks & Recreation Budget
Account #:	21-7644-40250 & 10-7601-40750
Budget Opening Required:	No

ISSUE:

Roof replacement at the Centennial Outdoor Pool.

SYNOPSIS:

The Fitness Center Director and Aquatics team recommend replacing the roof at the outdoor pool. This was a known issue when the city assumed ownership of the building from SL County in 2020.

BACKGROUND:

The roofing material is shrinking and pulling away from the side walls, creating major leaks and drainage issues.

RECOMMENDATION:

Staff recommends approving the replacement of the roof by American Roofing Company at a cost of \$37,025.00.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director
Candace Whitaker, Fitness Center Director, Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
AMERICAN ROOFING COMPANY TO REPLACE THE
ROOF AT THE OUTDOOR POOL AT CENTENNIAL PARK.**

WHEREAS, the City desires to replace the roof of the outdoor pool at Centennial Park;
and

WHEREAS, American Roofing Company submitted the lowest responsive and
responsible proposal to replace the system; and

WHEREAS, a Professional Services Agreement (the “Agreement”) setting forth the duties
of the City and American Roofing Company with regard to said services has been prepared by and
between the parties; 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 City to approve the purchase and
Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City,
Utah, that the City is authorized to purchase said roof and installation services at a total cost not to
exceed \$37,025.00 and execute the Agreement, conditioned upon approval of the final form of the
Agreement and said documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of
_____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 19 day of AUGUST, 2025, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and American Roofing Company (hereinafter, "Contractor"), a Utah corporation, 3637 South 300 West, Salt Lake City, Utah 84115. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the replacement of the roof at the outdoor pool at Centennial Park (the "Work"); and

WHEREAS, the City issued a request for proposals seeking qualified entities to perform said Work; and

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

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

AGREEMENT:

1. **Project Description.** Contractor shall provide and install a new roof for the outdoor swimming pool at Centennial Park.
2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the Scope of Work attached hereto and incorporated herein as Exhibit "A." Contractor shall also meet all requirements set forth in the Request for Proposals and in Contractor's proposal.
3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering labor for the Work for a term of five years in addition to the manufacturer's warranty for the materials.
4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.
5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall pay the Contractor an amount not to exceed \$37,025.00. Payment shall be made within thirty days of receipt of an invoice for work performed.

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

7. **Completion Date and Term.** The Work shall be completed no later than OCTOBER 1st 2025. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.

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

If to the CITY: West Valley City
 Attn: City Manager
 3600 Constitution Blvd.
 West Valley City, Utah 84119

With a copy to: West Valley City
 Attn: City Attorney
 3600 Constitution Boulevard
 West Valley City, Utah 84119

If to Contractor: American Roofing Company
 3637 South 300 West
 Salt Lake City, Utah 84115

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any

Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.
11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.
12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
 - A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$2,000,000, annual aggregate: \$3,000,000.

- B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.
 - C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. **Employer's Liability Insurance.** In an amount not less than \$2,000,000.
 - E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
 - F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.
14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.
15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.
21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

EXHIBIT A

SCOPE OF WORK

American Roofing Company shall reroof the outdoor swimming pool at Centennial Park, including but not limited to the following tasks:

- 1) Grid cut and remove the existing membrane.
- 2) Inspect existing insulation.
- 3) Mechanically fasten ½ EPS insulation over existing insulation.
- 4) Mechanically fasten a 60 mil TPO white roof membrane over the new insulation.
- 5) Remove the existing cap metal, install the new membrane to the outer edge of the wall, and reinstall the existing cap metal. The work shall be performed in accordance with the specifications in the request for proposals using term bar and counter flashing.
- 6) Install all new flashings. This shall include flashings along any vertical walls and all pipes.
- 7) All drains shall be flashed in with the new roof to ensure a seamless transition.
- 8) Remove all associated roof debris and leave the job site clean.

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

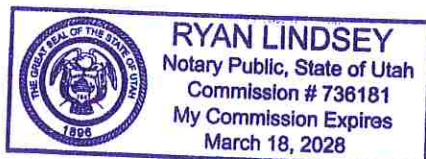
City Recorder

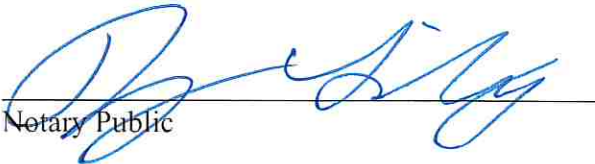
CONTRACTOR


By: CALEB HORROCKS
Its: ESTIMATOR

State of Utah)
County of Salt Lake) :ss

On this 19th day of August, 20 25, personally appeared before me CALEB HORROCKS [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the ESTIMATOR [title], of American Roofing Company and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.





Notary Public



Local Agency Cost Estimate Betterment Agreement	Betterment Description: 1. Roadway work required to reconfigure the west leg of 3240 south at SR-172 (5600 west) to accommodate a signalized intersection.	Estimated Cost for Betterment \$28,952.15
PIN: 21692 FINET/CID: 74765	Project Number: S-0172(37)4 Project Name: SR-172 (5600 W) & 3240 S.	Agreement Number

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, ("UDOT"), and **West Valley City** a political subdivision of the State of Utah, ("**Local Agency**").

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project. Upon signing this Agreement, the Local Agency agrees that the costs shown below are estimates only and the Local Agency is responsible for paying all actual costs associated with these betterment items, based on Contract Unit Bid Prices, and actual quantities placed.

Detailed Description of Betterment Work:

Remove the existing luminaire head, arm, pole, and foundation with associated wiring and conduit.
 Remove the existing raised island and replace with untreated base course and hot mix asphalt.
 Remove the existing pavement striping, messages, and signs. Place pavement striping and messages to accommodate the signalized intersection configuration.

Description	Quantity	Estimated Unit Price	Estimated Cost
Remove Raised Island	64	\$41.00	\$2,624.00
Remove Highway Luminaire, Arm – Salvage/Remove	2	\$294.50	\$589.00
Remove Highway Luminaire Pole Foundation – Top 24"	1	\$478.25	\$478.25
Remove Wire from Conduit	150	\$0.59	\$88.88
Roadway Excavation	39	\$33.41	\$1,302.99
Untreated Base Course	41	\$63.89	\$2,619.39

HMA – ½ inch	33	\$248.75	\$8,208.75
Remove Pavement Marking Paint by Water Blasting	660	\$3.00	\$1,980.00
Pavement Marking Paint – 4" White or Yellow	200	\$0.63	\$126.00
Pavement Marking Paint – 8" White	100	\$0.73	\$73.00
Thermoplastic Message	4	\$294.16	\$1,176.64
Pavement Marking Removal and Placement	1	\$503.35	\$503.35
Remove Sign Less than 20 Sq Ft	1	\$152.50	\$152.50
Subtotal			\$19,922.75
Preliminary Engineering @ 5%	1	\$8,029.40	\$8,029.40
Construction Engineering 5%	0	\$1,000.00	\$1,000.00
Total Estimated Cost of Betterment Work	\$28,952.15		

The total estimated cost of the betterment work shall be advanced / deposited with UDOT prior to advertising / procurement of the Project. The Local Agency shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, the Local Agency shall pay the additional amount required within 30 days of receiving an invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the betterment work.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing

and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its 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 of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing.
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:



The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

All work of the Company that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Company shall at all times comply with the Telecommunications Laws. The Company hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Company and UDOT, the Company hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The

Company shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Company or its associates is not in compliance with the Telecommunications Laws, the Company agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

VII. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

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.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

West Valley City			Utah Department of Transportation		
By		Date	By		Date
Mayor			Project Manager		
By		Date	By		Date
City Recorder			Region Director		
By	<i>Brandon Hill</i>	Date 8/19/2025	By		Date
Approver to form by city Attorney's Office			Comptroller's Office		

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BETTERMENT AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, the Utah Department of Transportation (“UDOT”) is willing to install certain improvements on the City’s behalf near 5600 West; and

WHEREAS, the City desires to contribute certain funding to participate in 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 “Betterment 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

Item #:	
Fiscal Impact:	\$28,952.15
Funding Source:	Transportation Funds
Account #:	45-9610-40750-75304-0000
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a Betterment Agreement with the Utah Department of Transportation (UDOT)

SYNOPSIS:

A betterment agreement with UDOT for side street improvements associated with a new traffic signal at 5600 West and 3240 South.

BACKGROUND:

The UDOT SR-172 (5600 W) & 3240 South Signal Project will construct a new traffic signal at the entrances to Wal-Mart, Chick-Fil-A and Centennial Park on 5600 West. This project is primarily being installed to facilitate pedestrian movements across 5600 West from Centennial Park. The project will also provide traffic benefits to Centennial Park and the commercial uses on the west side of 5600 West.

UDOT is funding the traffic signal and all work within the UDOT right-of-way, but the side street improvements are the responsibility of the property owners. Walmart has agreed to construct the improvements required on the west leg of the intersection, and this betterment agreement commits West Valley City to funding the improvements for the east leg. Upon the execution of this agreement UDOT has agreed to construct the improvements on the east side of the intersection, which includes the removal of the raised island and restoration of the roadway.

RECOMMENDATION:

Execute the agreement.

SUBMITTED BY:

Coby Wilson, City Engineer

UDOT Betterment Agreement

5600 West 3240 South Traffic Signal

- A betterment agreement to construct side street improvements associated with a new traffic signal on 5600 West at 3240 South



Local Agency Cost Estimate Betterment Agreement	Betterment Description: 1. Roadway work required to reconfigure the west leg of 3240 south at SR-172 (5600 west) to accommodate a signalized intersection.	Estimated Cost for Betterment \$28,952.15
PIN: 21692 FINET/CID: 74765	Project Number: S-0172(37)4 Project Name: SR-172 (5600 W) & 3240 S.	Agreement Number



Item #:	
Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	NA

ISSUE:

A resolution to accept a Temporary Turnaround Easement.

SYNOPSIS:

Grove Industrial Park, LLC has signed a Temporary Turnaround Easement for the termination of the future Logistics Lane (7400 West).

BACKGROUND:

The proposed Grove North Subdivision abuts a future public street to be known as Logistics Lane (7400 West) which will terminate in a dead end. As such, a Temporary Turnaround Easement was required from this property owner and from the adjoining owner to the east, as a condition of approval for the proposed subdivision. The Temporary Turnaround Easements will automatically terminate upon the extension of the road in the future.

RECOMMENDATION:

Approve resolution to accept said Temporary Turnaround Easement. Authorize City Recorder to record said 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 TEMPORARY TURNAROUND
EASEMENT FROM GROVE INDUSTRIAL PARK, LLC FOR
PROPERTY LOCATED ON 7400 WEST.**

WHEREAS, Grove Industrial Park, LLC (“Owner”) is developing property located on 7400 West (the “Project”); and

WHEREAS, a Temporary Turnaround Easement (the “Easement”) is required to meet the access requirements for 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 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #20-16-200-012 and 20-16-200-013

TEMPORARY TURNAROUND EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, **Grove Industrial Park, LLC, a Utah limited liability company**, GRANTOR, hereby grants unto West Valley City, a Municipal Corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a Temporary Turnaround Easement upon, over and across a portion of Grantor's land located in West Valley City, County of Salt Lake, State of Utah, more particularly described as follows:

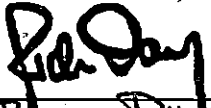
See attached Exhibits "A" and "B"

Said Temporary Turnaround Easement shall automatically terminate upon the dedication and construction of an extension of **Logistics Lane (7400 West)** as a public street by recordation of a Subdivision Plat depicting said public dedication.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 8th day of August, 2025.

GRANTOR
Grove Industrial Park, LLC, a Utah limited liability company


By: Ryan Dwyer

Title: Manager

State of Utah)
County of Davis) :SS

On this 8 day of August, 2025, personally appeared before me Rich Davis, 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 **Grove Industrial Park, LLC, 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

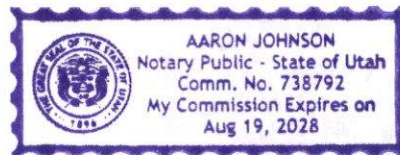


Exhibit "A"

Temporary Turn Around Easement

A temporary turn around easement being part of those two (2) entire tracts of land described as "Parcel 1" & "Parcel 2" in that Warranty Deed recorded March 16, 2022 as Entry No. 13912622 in Book 11317 at Page 7458 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 2114.23 feet N. 02°28'02" E. along the Section Line and 1375.50 feet West from the East Quarter of said Section 16; thence S. 02°15'07" W. 115.26 feet to a point of non-tangency with a 15.00 – foot radius curve to the left, concave southwesterly, (Radius point bears N. 87°44'53" W.); thence Northwesterly 13.14 feet along the arc of said curve, through a central angle of 50°12'29", (Chord bears N. 22°51'07" W. 12.73 feet) to a point of reverse curvature with a 60.00 – foot radius curve to the right, concave easterly, (Radius point bears N. 42°02'38" E.); thence Northerly 105.16 feet along the arc of said curve, through a central angle of 100°24'58", (Chord bears N. 02°15'07" E. 92.20 feet) to a point of reverse curvature with a 15.00 – foot radius curve to the left, concave northwesterly, (Radius point bears N. 37°32'23" W.); thence Northeasterly 13.14 feet along the arc of said curve, through a central angle of 50°12'29", (Chord bears N. 27°21'22" E. 12.73 feet) to the **Point of Beginning**.

The above-described easement contains 1,920 sq. ft. or 0.044 acre, more or less.

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

BASIS OF BEARING: N. 02°28'02" E. along the Section line between the East Quarter and the Northeast Corner of said Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

"Parcel 1"
GROVE INDUSTRIAL PARK, LLC
20-16-200-012

"Parcel 2"
GROVE
INDUSTRIAL
PARK, LLC
20-16-200-013

GVIIW 5400 S
INDUSTRIAL
OWNER LLC
20-16-200-023

R=15.00' L=13.14' $\Delta=50^{\circ}12'29''$
CHB=N27°21'22"E CH=12.73'

POB

R=60.00' L=105.16' $\Delta=100^{\circ}24'58''$
CHB=N2°15'07"E CH=92.20'

S2°15'07"W 115.26'

R=15.00' L=13.14' $\Delta=50^{\circ}12'29''$
CHB=N22°51'07"W CH=12.73'

LEGEND

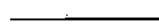
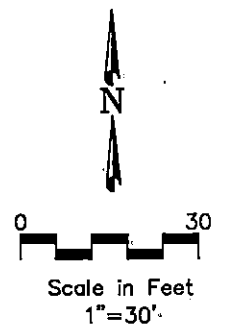
-  Tract Boundary
-  Adjacent parcel
-  Temp Turn Around Easement

EXHIBIT "B"



GROVE INDUSTRIAL PARK, LLC
Temporary Turn Around Easement

Assessor Parcel No:
20-16-200-012 & 20-16-200-013

Part Northeast 1/4, Sec. 16, T.2S., R.2W., S.L.B.&M.

PREPARED BY:

CIR

**CIVIL ENGINEERING
+SURVEYING**

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

Revised: July 31, 2025

Page 4 of 4

North Quarter Corner
Section 16, T.2S., R.2W., SLB&M
Found Salt Lake County Brass
Monument No. 2S2W0902

Area hereby dedicated to
West Valley City
42,110 Sq. Ft., 0.967 Ac.
"Parcel 1"
THE GROVE INDUSTRIAL PARK, LLC
20-16-200-012
E#13912622

Area hereby dedicated to
West Valley City
42,110 Sq. Ft., 0.967 Ac.
"Parcel 2"
THE GROVE INDUSTRIAL PARK, LLC
20-16-200-013
E#13912622
Temporary Turn Around Easement
in favor of West Valley City.
E#

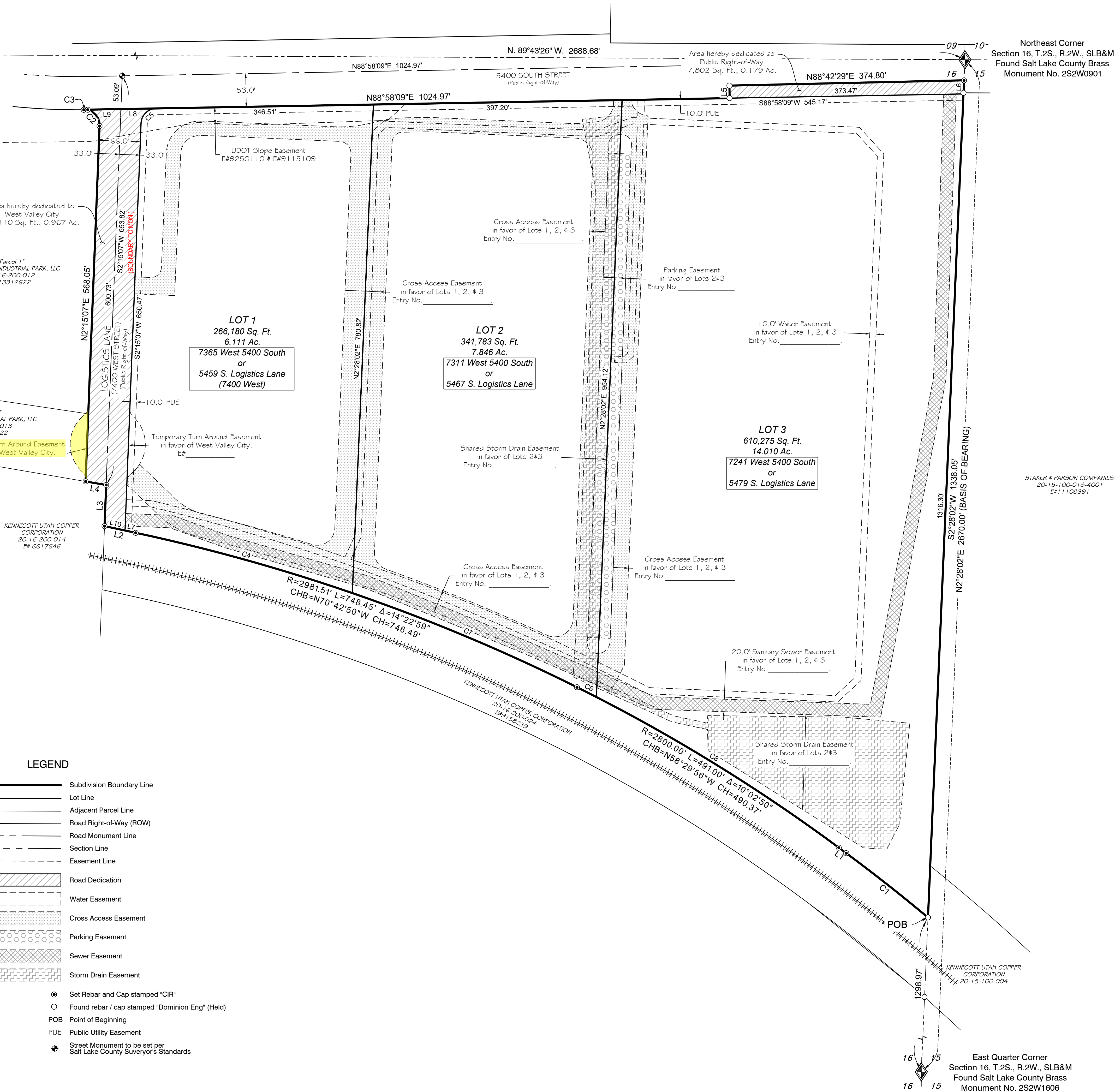
KENNECOTT UTAH COPPER
CORPORATION
20-16-200-014
E#6617646

LEGEND

- Subdivision Boundary Line
- Lot Line
- Adjacent Parcel Line
- Road Right-of-Way (ROW)
- Road Monument Line
- Section Line
- Easement Line

- Road Dedication
- Water Easement
- Cross Access Easement
- Parking Easement
- Sewer Easement
- Storm Drain Easement

- Set Rebar and Cap stamped "CIR"
- Found rebar / cap stamped "Dominion Eng" (Held)
- POB Point of Beginning
- PUE Public Utility Easement
- Street Monument to be set per
Salt Lake County Surveyor's Standards



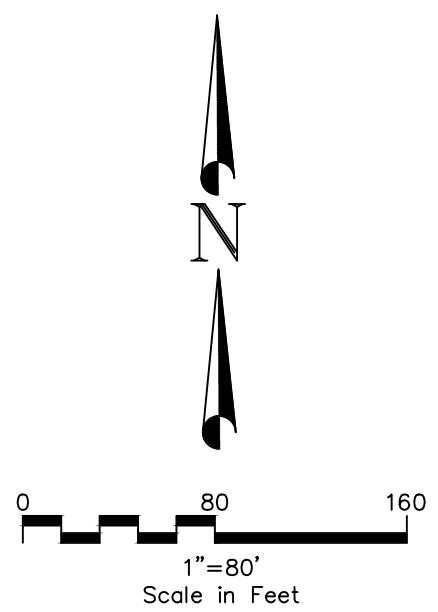
STAKER & PARSON COMPANIES
20-15-100-018-4001
E#11106391

LINE TABLE

LINE #	LENGTH	BEARING
L1	14.78	N53° 28' 31"W
L2	50.93	N77° 54' 20"W
L3	65.73	N2° 15' 07"E
L4	33.28	N80° 16' 09"W
L5	20.00	N1° 01' 50"W
L6	21.75	S2° 28' 02"W
L7	17.44	S77° 54' 20"E
L8	56.66	S88° 58' 09"W
L9	52.90	S88° 58' 09"W
L10	33.49	S77° 54' 20"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	166.04	2831.63	3°21'35"	N51° 47' 43"W	166.02
C2	40.54	25.00	92°54'16"	N44° 12' 06"W	36.24
C3	6.47	983.00	0°22'37"	N89° 09' 17"E	6.47
C4	359.24	2981.51	6°54'12"	S74° 27' 13"E	359.02
C5	37.84	25.00	86°43'02"	S45° 36' 38"W	34.33
C6	34.69	2800.00	0°42'36"	S63° 10' 03"E	34.69
C7	389.22	2981.51	7°28'47"	S67° 15' 44"E	388.94
C8	456.30	2800.00	9°20'14"	S58° 08' 38"E	455.80



PREPARED BY:

CIR | CIVIL ENGINEERING
+SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: (435) 503-7641

WVC VIAWEST SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER

Recorded #
State of Utah, County of Salt Lake, Recorded and filed at the request of

Date: Time: Book: Page:

Fee \$ Deputy, Salt Lake County Recorder

SHEET

2

2

East Quarter Corner
Section 16, T.2S., R.2W., SLB&M
Found Salt Lake County Brass
Monument No. 2S2W1606

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution to approve and accept three Quit Claim Deeds.

SYNOPSIS:

The Utah Department of Transportation (UDOT) has signed three Quit Claim Deeds in favor of West Valley City.

BACKGROUND:

In accordance with the Interlocal Cooperation Agreement between UDOT and West Valley City for Mountain View Corridor, certain acquisition parcels were designated to be conveyed from UDOT to West Valley City, and from West Valley City to UDOT. These three Quit Claim deeds are three of the parcels to be conveyed to West Valley City. The three parcels are located on 4100 South, east of 5600 West and were part of the 4100 South and 5600 West intersection widening and improvements associated with the construction of the Mountain View Corridor Project.

RECOMMENDATION:

Approve and accept three Quit Claim Deeds. Quit Claim Deeds will be recorded by UDOT after approval and acceptance by the city council 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 THREE QUITCLAIM DEEDS FROM
THE UTAH DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Utah Department of Transportation (“UDOT”) has dedicated certain property to the City as a public right-of-way and agreed to convey additional property as part of the Mountain View Corridor construction process; and

WHEREAS, UDOT has executed three Quitclaim Deeds (the “Deeds”) to convey said property to the City; 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 Deeds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deeds are hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Deeds 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, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

Salt Lake County

Tax ID No.	20-01-101-045
PIN No.	8314
Project No.	S-0085(5)0
Parcel No.	0085:6022:T2Q

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Project Development, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to West Valley City, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, County of Salt Lake, State of Utah, Zip 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for roadway purposes, situate in Lot 2, Floyd L. Rushton Subdivision, recorded as Entry No. 5634039, Book 93-10, Page 290, in the Office of the Salt Lake County Recorder, and in the NW1/4 NW1/4 of Section 1, T.2S., R.2W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the northwest corner of said Lot 2, and running thence S.89°46'16"E. 127.80 feet along the northerly boundary line of said Lot 2 to the northeast corner of said Lot 2; thence S.00°13'44"W. 37.31 feet along the easterly boundary line of said Lot 2 to the existing southerly right of way line of 4100 South Street at a point in a 1,130.00-foot radius curve to the right (Note: Radius bears N.00°48'45"W.); thence along said existing southerly right of way line the following two (2) courses: (1) Westerly 20.53 feet along the arc of said curve, through a central angle of 01°02'28" (Note: Chord to said curve bears S.89°42'29"W. for a distance of 20.53 feet); thence (2) N.89°46'16"W. 106.48 feet to the westerly boundary line of said Lot 2; thence N.00°58'30"W. 37.51 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described tract of land contains 4,776 square feet in area or 0.110 acre, more or less.

Continued on Page 2
UDOT RW-05UD (11-01-03)

PIN No. 8314
 Project No. S-0085(5)0
 Parcel No. 0085:6022:T2Q

Note: Rotate the bearings in the above description 00°15'04" clockwise to obtain project bearings.

In the event the Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

STATE OF UTAH)
) ss. UTAH DEPARTMENT OF TRANSPORTATION
 COUNTY OF SALT LAKE)

Ross Crowe,
 Director of Right of Way, UDOT

On this ____ day of _____, in the year 20____, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

Salt Lake County

Tax ID No.	20-01-101-043
PIN No.	8314
Project No.	S-0085(5)0
Parcel No.	0085:6023:T2Q

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Project Development, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to West Valley City, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, County of Salt Lake, State of Utah, Zip 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for roadway purposes, situate in Lot 1, Floyd L. Rushton Subdivision, a subdivision recorded as Entry No. 5634039, Book 93-10, Page 290, in the Office of the Salt Lake County Recorder, and in the NW1/4 NW1/4 of Section 1, T.2S., R.2W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the northwest corner of said Lot 1; and running thence S.89°46'16"E. 20.00 feet along the northerly boundary line of said Lot 1 to the northeast corner of said Lot 1; thence S.00°13'44"W. 36.77 feet along the easterly boundary line of said Lot 1 to the existing southerly right of way line of 4100 South Street at a point in a 1,130.00-foot radius non-tangent curve to the right (Note: Radius bears N.01°49'37"W.); thence Westerly 20.01 feet along said curve and said existing southerly right of way line, through a central angle of 01°00'52" (Note: Chord to said curve bears S.88°40'49"W. for a distance of 20.01 feet) to the westerly boundary line of said Lot 1; thence N.00°13'44"E. 37.31 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described tract of land contains 741 square feet in area or 0.017 acre, more or less.

Note: Rotate the bearings in the above description 00°15'04" clockwise to obtain project bearings.

Continued on Page 2
UDOT RW-05UD (11-01-03)

In the event the Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

STATE OF UTAH	)	UTAH DEPARTMENT OF TRANSPORTATION
	) ss.	
COUNTY OF SALT LAKE	)	_____
		Ross Crowe, Director of Right of Way, UDOT

On this ____ day of _____, in the year 20____, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

Salt Lake County

Tax ID No.	20-01-101-041
PIN No.	8314
Project No.	S-0085(5)0
Parcel No.	0085:6024:T2Q

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Project Development, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to West Valley City, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, County of Salt Lake, State of Utah, Zip 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for roadway purposes, situate in the NW1/4 NW1/4 of Section 1, T.2S., R.2W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the northwest corner of said entire tract, which corner is 535.80 feet East along the section line and 40.00 feet South from the Northwest Corner of said Section 1; and running thence East 111.20 feet along the northerly boundary line of said entire tract to the northeast corner of said entire tract; thence South 27.27 feet along the easterly boundary line of said entire tract to the existing southerly right of way line of 4100 South Street at a point in a 1,130.00-foot radius non-tangent curve to the right (Note: Radius bears N.07°43'01"W.); thence Westerly 111.65 feet along arc of said curve and said existing southerly right of way line, through a central angle of 05°39'40" (Note: Chord to said curve bears S.85°06'49"W. for a distance of 111.61 feet) to the westerly boundary line of said entire tract; thence North 36.77 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described tract of land contains 3,663 square feet in area or 0.084 acre, more or less.

Note: Rotate the bearings in the above description 00°28'48" clockwise to obtain project bearings.

Continued on Page 2
UDOT RW-05UD (11-01-03)

In the event the Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

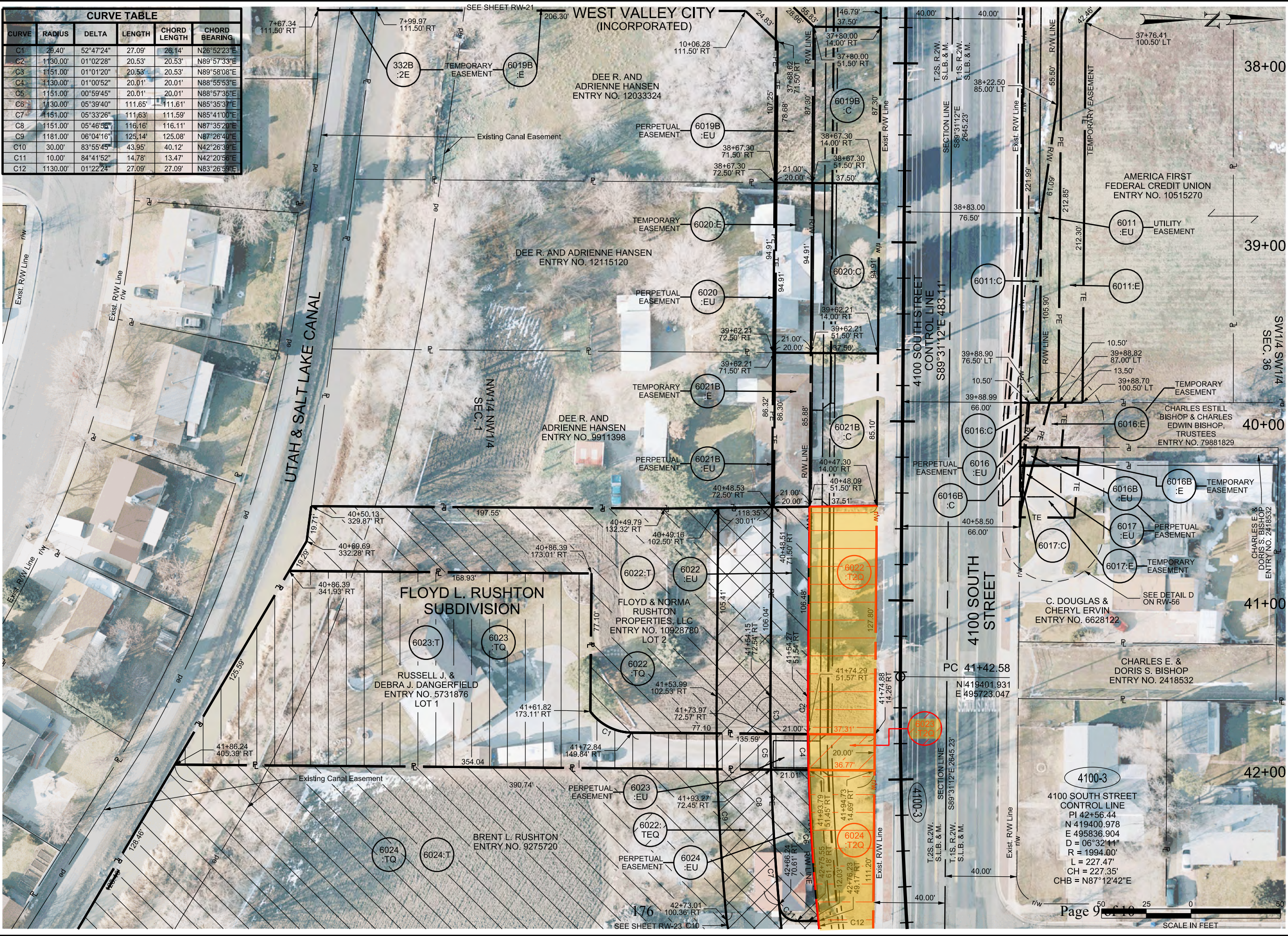
STATE OF UTAH	)	UTAH DEPARTMENT OF TRANSPORTATION
	) ss.	
COUNTY OF SALT LAKE	)	_____

Ross Crowe,
Director of Right of Way, UDOT

On this ____ day of _____, in the year 20____, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

Notary Public

27-AUG-2024 DGN File: \\P:\Projects\2024\99844-DJF Mountain View Corridor\8314\8314.UDD\Light of way\8314_S-0085(5)0_RW-22.dgn



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	29.40'	52°47'24"	27.09'	26.14'	N26°52'23"E
C2	1130.00'	01°02'28"	20.53'	20.53'	N89°57'33"E
C3	1151.00'	01°01'20"	20.53'	20.53'	N89°58'08"E
C4	1130.00'	01°00'52"	20.01'	20.01'	N88°55'53"E
C5	1151.00'	00°59'45"	20.01'	20.01'	N88°57'35"E
C6	1130.00'	05°39'40"	111.65'	111.61'	N85°35'37"E
C7	1151.00'	05°33'26"	111.63'	111.59'	N85°41'00"E
C8	1151.00'	05°46'56"	116.16'	116.11'	N87°35'20"E
C9	1181.00'	06°04'16"	125.14'	125.08'	N87°26'40"E
C10	30.00'	83°55'45"	43.95'	40.12'	N42°26'39"E
C11	10.00'	84°41'52"	14.78'	13.47'	N42°20'56"E
C12	1130.00'	01°22'24"	27.09'	27.09'	N83°26'59"E

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING

APPROVED
DATE
07/06/2015

PROFESSIONAL LAND SURVEYOR

PROJECT
MVC: 5400 SOUTH TO 4100 SOUTH

PROJECT NUMBER
S-0085(5)0

PIN
8314

RIGHT-OF-WAY PLAN

DATE
07/15

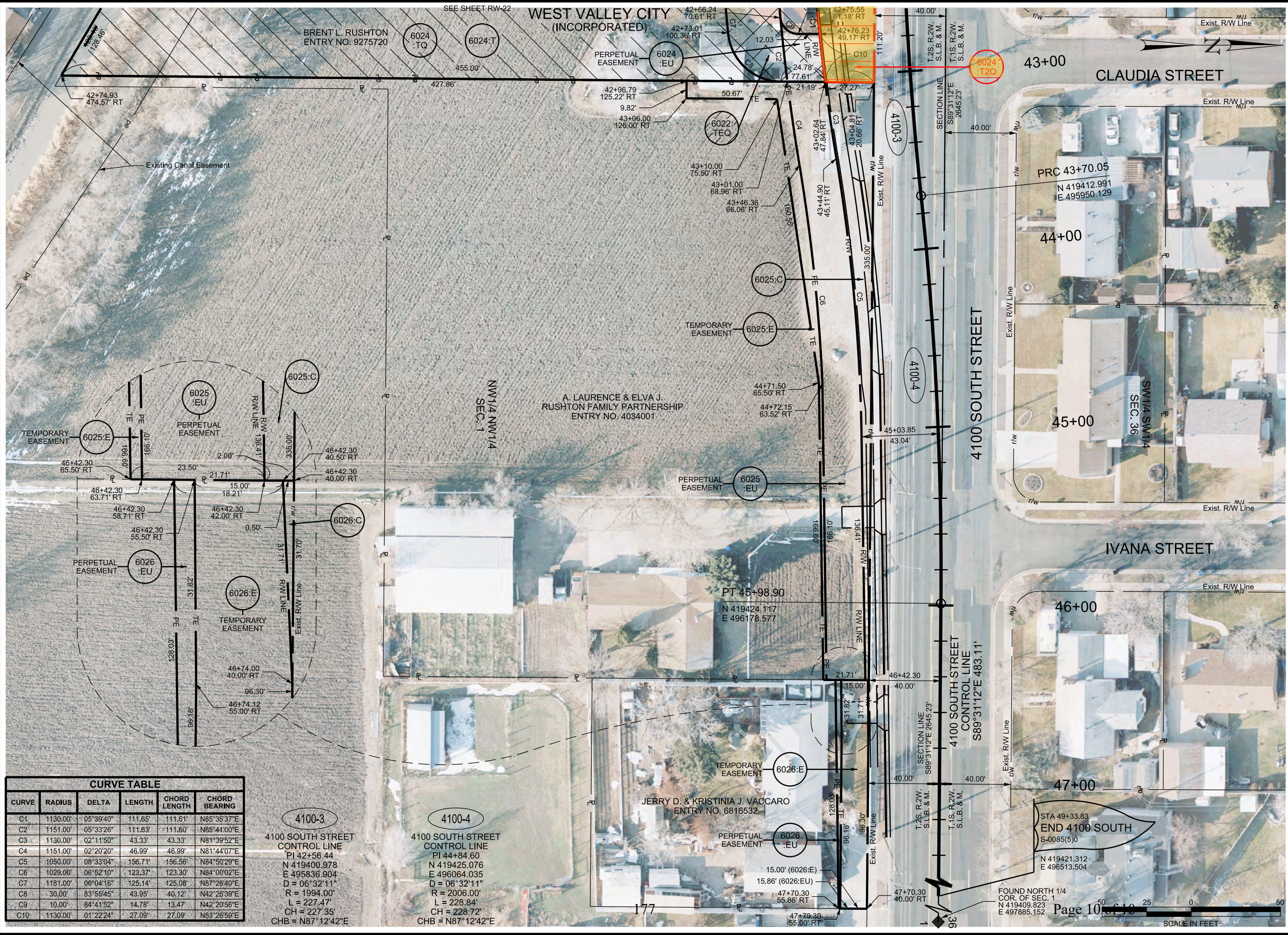
NO.
1

DATE
07/15

APPROVED BY
ADD 6022:TEQ

REMARKS

27-AUG-2024 DGN File: \\P:\Projects\2024\99844-DJF Mountain View Corridor\8314\8314.UDD\right of way\8314_S-0085(5)0_RW-23.dgn



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	1130.00'	05°39'40"	111.65'	111.61'	N85°35'37"E
C2	1151.00'	05°33'26"	111.63'	111.60'	N85°41'00"E
C3	1130.00'	02°11'50"	43.33'	43.33'	N81°39'52"E
C4	1151.00'	02°20'20"	46.99'	46.99'	N81°44'07"E
C5	1050.00'	08°33'04"	156.71'	156.56'	N84°50'29"E
C6	1029.00'	06°52'10"	123.37'	123.30'	N84°00'02"E
C7	1181.00'	06°04'16"	125.14'	125.08'	N87°26'40"E
C8	30.00'	83°55'45"	43.95'	40.12'	N42°26'39"E
C9	10.00'	84°41'52"	14.78'	13.47'	N42°20'56"E
C10	1130.00'	01°22'24"	27.09'	27.09'	N83°26'59"E

4100-3
4100 SOUTH STREET
CONTROL LINE
PI 42+56.44
N 419400.978
E 495836.904
D = 06°32'11"
R = 1994.00'
L = 227.47'
CH = 227.35'
CHB = N87°12'42"E

4100-4
4100 SOUTH STREET
CONTROL LINE
PI 44+84.60
N 419425.076
E 496064.035
D = 06°32'11"
R = 2006.00'
L = 228.84'
CH = 228.72'
CHB = N87°12'42"E

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING

APPROVED
DATE 07/06/2015
PROFESSIONAL LAND SURVEYOR

PROJECT
MVC: 5400 SOUTH TO 4100 SOUTH

PROJECT NUMBER
S-0085(5)0

PROJECT PIN
8314

RIGHT-OF-WAY PLAN

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
1	07/15	TJB	ADD 6022:TEQ

SALT LAKE COUNTY

SHEET NO. RW-23