



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 23, 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 Scott Harmon
4. Approval of Minutes:
 - A. September 9, 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 Input Regarding the Adoption of an Impact Fee Facilities Plan and an Impact Fee Analysis and an Amendment to the Impact Fees Imposed by the City

Action: Consider Resolution 25-128, Adopt an Impact Fee Facilities Plan and Impact Fee Analysis

Action: Consider Ordinance 25-27, Amend Sections 1-2-202, 1-2-203, 1-2-204, 1-2-205, and 1-2-206 of Title 1 of the West Valley City Code Regarding Drainage, Park, Road, and Fire, and Police Impact Fees

7. Resolutions:

- A. 25-129: Approve the West Valley City Jurisdictional Annex to the Salt Lake County Hazard Mitigation Plan
- B. 25-130: Approve the Purchase of License Plate Readers and Related Services
- C. 25-132: Authorize the City to Enter Into a Development Agreement with Geneva Rock Products, Inc. for Property Located at 6852 West 6200 South
- D. 25-133: Approve a Reimbursement Agreement Between the City and Geneva Rock Products, Inc.
- E. 25-134: Award a Contract to Aarow Landscape for the 2025-2026 West Sidewalk Repair Project

8. Consent Agenda:

- A. Reso 25-131: Approve a Grant Agreement with the Utah Division of Arts and Museums for Cultural Programming
- B. Reso 25-135: Approve a Betterment Agreement Between the City and the Utah Department of Transportation for Improvements on 4700 South
- C. Reso 25-136: Approve a Memorandum of Understanding Between the City and the Utah Department of Transportation for Improvements on 5600 West
- D. Reso 25-137: Authorize the City to Execute a Quitclaim Deed and Two Temporary Construction Easements to the Utah Department of Transportation for Property Related to 5600 West Signal Improvements
- E. Reso 25-138: Accept a Warranty Deed and a Temporary Construction Easement from Chick-Fil-A, Inc. for Property Located at 3246 South 5600 West
- F. 25-139: Accept a Storm Drainage Easement from JK Investments, LLC and Bradley Jones for Property Along 7200 West

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, SEPTEMBER 9, 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 PRO TEM CHRISTENSEN.

THE FOLLOWING MEMBERS WERE PRESENT:

Don Christensen, Mayor Pro Tem/ Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2 (*electronically*)
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

ABSENT:

Karen Lang, Mayor

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Mike Fossmo, Deputy Police Chief
John Evans, Fire Chief (*electronically*)
Jim Welch, Finance Director
Steve Pastorik, CD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Tumi Young, Chief Code Enforcement Officer
Paula Melgar, Human Resources Director (*electronically*)
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER WHETSTONE

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 26, 2025

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The Council considered the Minutes of the Regular Meeting held August 26, 2025. There were no changes, corrections or deletions.

Councilmember Wood moved to approve the Minutes of the Regular Meeting held August 26, 2025. Councilmember Whetstone seconded the motion.

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

PUBLIC COMMENT PERIOD

Mike Markham reported concerns about a problem property in his neighborhood. The home has a totaled Hyundai in the yard with a tarp held down by a rock, no landscaping, and a newly unloaded unlicensed truck in the driveway. He noted the property is technically “in process” of improvement under City policy, but the deadline is approaching. He also raised concerns about increased on-street parking along 4100 South near Redwood Road and a large apartment building, suggesting recent parking changes have worsened congestion.

Jim Vesock commented on the proposed \$175,000 chlorinating system for the rec center pool. He questioned why the expense was not included in the recently approved budget and argued it is not an emergency need, suggesting it be planned for next year instead. He expressed concern over the increasing subsidies for the rec center, noting it has received \$1.6 million annually beyond its budget, while other facilities cost less to operate. He suggested reconsidering the long-term costs of the fitness center. Jim also raised concerns about code enforcement, noting a property in his neighborhood with accumulated waste and weeds that has remained unaddressed for nearly a year, despite the moratorium on enforcement ending in three weeks.

Ryan Mahoney, candidate for West Valley City Council (at-large, write-in), encouraged the Council to include the West Valley City Performing Arts Center in future agenda discussions. He suggested the City facilitate fundraising efforts to help support the center long-term, reducing reliance on year-to-year funding and maximizing taxpayer investment.

Councilmember Christensen asked if the Council or City Manager had any comments. Ifo Pili, City Manager, responded to a public comment regarding the proposed chlorination system at the rec center. He noted the request has been under consideration for some time and was discussed during the budget process, indicating it is not a new or sudden proposal.

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**

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WELL AS CLARIFY AND CONSOLIDATE THE RESIDENTIAL LANDSCAPE STANDARDS

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled September 9, 2025 in order for the City Council to hear and consider 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.

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

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:

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- 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 Christensenuage.
- 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.

Mayor Pro Tem Christensen opened the Public Hearing.

Mike Markham expressed concern over city standards related to property maintenance and neighborhood appearance. He recalled past decisions regarding surfacing projects (gravel vs. concrete) and felt that policy changes continue to favor property owners who neglect maintenance. He noted survey results showed residents want the city to be cleaner but believes little progress has been made to improve the city's image. He urged Councilmembers to visit their districts to see conditions firsthand and emphasized the need to prioritize community pride and property upkeep.

Jim Vesock shared his perspective as a long-time member of the Clean and Beautiful Committee. He acknowledged improvements in West Valley City's public image but raised concerns about code enforcement and planning/zoning being out of touch. He noted that many properties will remain in violation even under new standards, and enforcement has been lacking. He suggested focusing ordinances on more pressing issues such as unlicensed vehicles, overgrown weeds, trailers, and oversized vehicles rather than minor driveway or surface requirements. He recommended a permitting process for unique property situations, such as corner lots, instead of broad ordinance changes that may not be enforced.

Ryan Mahoney spoke in support of the proposed amendment regarding landscaping regulations. He stated the amendment does not go far enough to loosen restrictions on xeriscaping and water-wise yards and suggested the City could improve its appearance by relaxing some regulations while strengthening others.

Mayor Pro Tem Christensen closed the Public Hearing.

ACTION: ORDINANCE 25-26, AMEND TITLES 7 AND 24 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE LANDSCAPING

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REGULATIONS

The City Council previously held a public hearing regarding proposed Ordinance 25-26 that would amend Titles 7 and 24 of the West Valley City Municipal Code to Update Landscaping Regulations.

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

Councilmember Whetstone moved to continue this item to October 14, 2025 to allow the Council time to review this further.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous. Continued.

RESOLUTION 25-118: SUPPORT THE BOLDER WAY FORWARD INITIATIVE

Mayor Pro Tem Christensen presented proposed resolution 25-118 that would support the Bolder Way Forward Initiative.

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

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.

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

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their interests, and to feel abundant levels of support and a sense of belonging as they do so.

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

Councilmember Whetstone expressed support for women having opportunities in leadership, education, the workplace, and at home. He noted his concern that the Bolder Way Initiative lacks clear, actionable steps and may unintentionally suggest that work outside the home is more valued than contributions made within the home. He emphasized that true equality means honoring all women's contributions, both public and private.

Councilmember Wood responded to Councilmember Whetstone's comments, sharing her perspective as both a working mother and a woman. She emphasized the importance of balance and expressed support for the Bolder Way Forward initiative, noting that while it may not be perfect, it can help women of all ages feel more valued in their roles within society.

Councilmember Wood moved to approve resolution 25-118.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	No
Councilmember Harmon	No
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Majority.

RESOLUTION 25-119: AUTHORIZE THE CITY TO ENGAGE ZIONS BANCORPORATION, N.A. TO PROVIDE CERTAIN TREASURY MANAGEMENT SERVICES

Mayor Pro Tem Christensen presented proposed resolution 25-119 that would authorize the City to Engage Zions Bancorporation, N.A. to Provide Certain Treasury Management Services

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

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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.

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.

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

Councilmember Nordfelt moved to approve Resolution 25-119.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

RESOLUTION 25-120: APPROVE THE PURCHASE OF VARONIS SOFTWARE AND RELATED SERVICES

Mayor Pro Tem Christensen presented proposed resolution 25-120 that would approve the Purchase of Varonis Software and Related Services.

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

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.

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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.

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

Councilmember Wood moved to approve Resolution 25-120.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

RESOLUTION 25-121: ADOPT FINDINGS CONCERNING THE WEST VALLEY CENTRAL STATION AREA PLAN

Mayor Pro Tem Christensen presented proposed resolution 25-121 that would adopt Findings Concerning the West Valley Central Station Area Plan.

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

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

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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.

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

Councilmember Whetstone moved to approve Resolution 25-121.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

RESOLUTION 25-122: APPROVE THE PURCHASE OF VEHICLES FOR THE 2025-2026 LIGHT VEHICLE FLEET REPLACEMENT

Mayor Pro Tem Christensen presented proposed resolution 25-122 that would approve the Purchase of Vehicles for the 2025-2026 Light Vehicle Fleet Replacement.

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

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

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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	

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

Councilmember Huynh moved to approve Resolution 25-122.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

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Unanimous.

RESOLUTION 25-124: AUTHORIZE THE CITY TO PURCHASE A CHLORINE GENERATION SYSTEM AND ENTER INTO AN AGREEMENT WITH STRATTON & BRATT LANDSCAPING, LLC FOR INSTALLATION

Mayor Pro Tem Christensen presented proposed resolution 25-124 that would authorize the City to Purchase a Chlorine Generation System and Enter Into an Agreement With Stratton & Bratt Landscaping, LLC for Installation.

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

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.

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

Councilmember Nordfelt moved to approve Resolution 25-124.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

RESOLUTION 25-125: AWARD A CONTRACT TO AMERICAN ROOFING COMPANY TO REPLACE THE ROOF AT THE OUTDOOR POOL AT CENTENNIAL PARK

Mayor Pro Tem Christensen presented proposed resolution 25-125 that would award a Contract to American Roofing Company to Replace the Roof at the Outdoor Pool at Centennial

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Park.

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

The roofing material is shrinking and pulling away from the side walls, creating major leaks and drainage issues.

Staff recommends approving the replacement of the roof by American Roofing Company at a cost of \$37,025.00.

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

Councilmember Harmon moved to approve Resolution 25-125.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 25-123: APPROVE A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION

Mayor Pro Tem Christensen presented proposed resolution 25-123 that would approve a Betterment Agreement Between the City and the Utah Department of Transportation.

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

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

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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.

B. RESOLUTION 25-126: ACCEPT A TEMPORARY TURNAROUND EASEMENT FROM GROVE INDUSTRIAL PARK, LLC FOR PROPERTY LOCATED ON 7400 WEST

Mayor Pro Tem Christensen discussed proposed Resolution 25-126 that would accept a Temporary Turnaround Easement from Grove Industrial Park, LLC for Property Located on 7400 West.

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

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.

C. RESOLUTION 25-127: ACCEPT THREE QUITCLAIM DEEDS FROM THE UTAH DEPARTMENT OF TRANSPORTATION

Mayor Pro Tem Christensen discussed proposed Resolution 25-127 that would accept Three Quitclaim Deeds from the Utah Department of Transportation.

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

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

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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.

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

Councilmember Huynh moved to approve items on the consent agenda.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Nordfelt	Yes
Mayor Pro Tem Christensen	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, SEPTEMBER 9, 2025 WAS ADJOURNED AT 7:01 P.M. BY MAYOR PRO TEM CHRISTENSEN.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, September 9, 2025.

Nichole Camac, MMC
City Recorder

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

ISSUE:

A resolution adopting an impact fee facilities plan and impact fee analysis.

SYNOPSIS:

This resolution approves the impact fee facilities plan and impact fee analysis required by state law as a condition of the imposition of impact fees.

BACKGROUND:

Utah Code Annotated, Title 11, Chapter 36A requires that cities proposing to enact or amend impact fees prepare an impact fee facilities plan (IFFP) and impact fee analysis (IFA) setting forth the basis for the proposed impact fees. Accordingly, the City retained LRB Public Finance Advisors and Parametrix to prepare these documents in consultation with City staff.

The proposed IFFP and IFA establish current and proposed levels of service for storm sewer, parks, roads, police, and fire services, as well as the anticipated impacts of development on that level of service. The proposed impact fees are substantiated and set for in the IFFP and IFA.

RECOMMENDATION:

City staff recommends approval of the ordinance to amend the City's impact fees schedule.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 8/8/2025

6 Date Adopted: _____

7 Date Effective: _____

**AN ORDINANCE AMENDING SECTIONS 1-2-202, 1-2-203,
1-2-204, 1-2-205, AND 1-2-206 OF TITLE 1 OF THE WEST
VALLEY CITY CODE REGARDING DRAINAGE, PARK,
ROAD, FIRE AND POLICE IMPACT FEES.**

13 **WHEREAS**, Utah Code Ann. §11-36a-101, et al. sets forth the requirements for amending
14 municipal impact fees; and

15 **WHEREAS**, Title 8 of the West Valley City Code incorporates the requirements in state
16 code for amending municipal impact fees; and

17 **WHEREAS**, the City has complied with both the state code and Title 8 requirements for
18 amending municipal impact fees including, but not limited to the completion of the following:
19 revised impact fee analysis, revised impact fee facilities plan, certifications, noticing, and public
20 hearing; and

21 **WHEREAS**, the City recently adopted a revised impact fee analysis and impact fee
22 facilities plan for drainage, park, road, fire and police impact fees; and

23 **WHEREAS**, the revised impact fee analysis and impact fee facilities plan require that the
24 City's impact fee amounts set forth in Title 1 of the West Valley City Code be amended consistent
25 with the amounts in the impact fee analysis; and

26 **WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is
27 in the best interests of the health, safety and welfare of the citizens of West Valley City to amend
28 Sections 1-2-202, 1-2-203, 1-2-204, 1-2-205, and 1-2-206 of the West Valley City Code in order
29 to reflect the impact fee amounts set forth in the revised impact fee analysis.

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

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

34 **Section 2. Amendment.** Sections 1-2-202, 1-2-203, 1-2-204, 1-2-205, and 1-2-206
35 are hereby amended as follows:

36

37 **1-2-202. DRAINAGE IMPACT FEES.**

38 Fee per acre by service area payable prior to final subdivision plat approval pursuant to Chapter 8-
39 2, Drainage Impact Fees:

40 (1) Brighton - \$0
41 (2) Coon Creek - \$0
42 (3) Copper City - \$0
43 (4) Decker Lake - \$0
44 (5) Hercules - \$0
45 (6) Jordan - \$0
46 (7) Lake Park - \$1,400
47 (8) Lee Creek - \$1,354 \$0
48 (9) Oquirrh Shadows - \$0
49 (10) Redwood - \$0
50 (11) Riter - \$1,354 \$1,536
51 (12) Taylorsville - \$0
52 (13) Utah Salt Lake - \$0
53 (14) Westridge - \$1,354 \$1,536
54 (15) Vistas - \$0

55

56 **1-2-203. PARK IMPACT FEES.**

57 Fee per dwelling unit by housing type payable prior to final subdivision plat approval pursuant to
58 Chapter 8-3, Park Impact Fees:

59 (1) Single-family detached, per dwelling unit - \$3,002 \$4,936
60 (2) Duplex, per dwelling unit - \$2,348 \$3,739
61 (3) Multi-family, per dwelling unit - \$2,348 \$3,739

63 **1-2-204. ROAD IMPACT FEES.**

64 Fee per unit of development by land use type payable prior to issuance of building permit pursuant
65 to Chapter 8-4, Road Impact Fees:

66 (1) Impact Fee Per Peak Trip - \$90.20 \$164.22

67 (2) Single-family detached, per dwelling - \$426 \$775

68 (3) Multi-family housing (1 to 2 floors), per dwelling - \$330 \$553

69 (4) Multi-family housing (3 to 10 floors), per dwelling - \$245 \$373

70 (5) Shopping center, per 1,000 sq.ft. - \$1,124 \$2,158

71 (6) Free-standing discount store, per 1,000 sq.ft. - \$1,582 \$3,539

72 (7) Auto parts sales, per 1,000 sq.ft. - \$1,798 \$2,554

73 (8) Convenience store market-24 hour, per 1,000 sq.ft. - \$16,855 \$30,669

74 (9) Supermarket, per 1,000 sq.ft. - \$3,084 \$5,856

75 (10) Pharmacy/drugstore with drive-through window, per 1,000 sq.ft. - \$2,513 \$4,539

76 (11) Drive-in bank, per 1,000 sq.ft. - \$2,934 \$5,355

77 (12) Fast food restaurant with drive-thru, per 1,000 sq.ft. - \$10,626 \$17,272

78 (13) Sit-down restaurant, per 1,000 sq.ft. - \$2,885 \$5,017

79 (14) ~~Multiplex movie theater, per 1,000 sq.ft. - \$222~~

80 (15)(14) New car sales, per 1,000 sq.ft. - \$1,256 \$2,286

81 (16)(15) Used car sales, per 1,000 sq.ft. - \$1,221 \$2,222

82 (17)(16) Hotel, per room - \$377 \$657

83 (18)(17) General office, per 1,000 sq.ft. - \$440 \$890

84 (19)(18) Medical/dental office, per 1,000 sq.ft. - \$1,570 \$2,956

85 (20)(19) Hospital, per 1,000 sq.ft. - \$484 \$885

86 (21)(20) Nursing home, per 1,000 sq.ft. - \$300 \$555

87 (22)(21) Church/Synagogue, per 1,000 sq.ft. - \$314 \$624

88 (23)(22) Day care center, per 1,000 sq.ft. - \$2,149 \$2,189

89 (24) ~~Elementary school, per 1,000 sq.ft. - \$881~~

90 (25) ~~High school, per 1,000 sq.ft. - \$635~~

91 (26) ~~University/college, per 1,000 sq.ft. - \$1,175~~

92 (27)(23) General light industrial, per 1,000 sq.ft. - \$224 \$401

93 (28)(24) Warehouse, per 1,000 sq.ft. - \$79 \$141

(29)(25) Mini-warehouse, per 1,000 sq.ft. - \$69 \$120

95

1-2-205. FIRE IMPACT FEES.

97 Fee per unit of development by land use type, payable prior to issuance of building permit, pursuant
98 to Title 8, Chapter 5, Fire Impact Fees:

99 (1) Single-family detached, per dwelling - \$270 \$448

100 (2) Duplex, per dwelling - \$153 \$253

101 (3) Multi-family, per dwelling - \$153 \$253

102 (4) Commercial, per 1,000 sq.ft. - \$292 \$458

103 (5) Office, per 1,000 sq.ft. - \$389 \$609

104 (6) Industrial, per 1,000 sq.ft. - \$35 \$35

105

106

1-2-206. POLICE IMPACT FEES.

107 Fees per unit of development by land use type, payable prior to issuance of building permit,
108 pursuant to Title 8, Chapter 6, Police Impact Fees:

109 (1) Single-family detached, per dwelling - \$445 \$590

110 (2) Duplex, per dwelling - \$286 \$379

111 (3) Multi-family, per dwelling - \$286 \$379

112 (4) Commercial, per 1,000 sq.ft. - ~~\$599~~ \$793

113 (5) Office, per 1,000 sq.ft. - \$233 \$308

114 (6) Industrial, per 1,000 sq.ft. - \$53 \$70

115

116

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.

118 **Section 4. Effective Date.** This Ordinance shall take effect ninety days after the date
119 of passage and approval by the City Council, which date is indicated below.

120

PASSED and APPROVED this _____ day of _____, 2025.

122

123 WEST VALLEY CITY

124

125

126

MAYOR

127 ATTEST:

128

129 _____

130 CITY RECORDER

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

ISSUE:

An ordinance amending the impact fees imposed by the City.

SYNOPSIS:

This ordinance amends the impact fees imposed by the City consistent with the impact fee analysis and impact fee facilities plan proposed for adoption by the City Council.

BACKGROUND:

Utah Code Annotated, Title 11, Chapter 36A requires that cities proposing to enact or amend impact fees prepare an impact fee facilities plan (IFFP) and impact fee analysis (IFA) setting forth the basis for the proposed impact fees. The proposed IFFP and IFA establish current and proposed levels of service for storm sewer, parks, roads, police, and fire services, as well as the anticipated impacts of development on that level of service. The proposed impact fees are substantiated and set for in the IFFP and IFA. Accordingly, the City's impact fee schedule should be revised to reflect the conclusions set forth in the IFFP and IFA.

RECOMMENDATION:

City staff recommends approval of the ordinance to amend the City's impact fees schedule.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AN IMPACT FEE
FACILITIES PLAN AND IMPACT FEE ANALYSIS.**

WHEREAS, State law and the City code require that an impact fee facilities plan and impact fee analysis be adopted prior to institution of any impact fees or a change in any impact fees; and

WHEREAS, the impact fee facilities plan identified existing levels of service and proposed levels of service, identifies demands placed on existing public facilities by new development activities, considers revenue sources available to finance the impacts on system improvements, establishes the necessity of impact fees to meet the proposed levels of service, and otherwise complies with the requirements of state law; and

WHEREAS, the impact fee analysis identifies the impact on existing capacity of public facilities by anticipated development activity, identifies anticipated impact on system improvements required by anticipated development activity to maintain the established level of service for public facilities, demonstrates the reasonable relationship between anticipated development activity and impacts on public facilities, and otherwise complies with the requirements of state law; and

WHEREAS, notice has been given as required by state law and a public hearing held to receive citizen input and comments concerning the impact fee facilities plan and impact fee analysis; and

WHEREAS, the City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to adopt the impact fee facilities plan and impact fee analysis.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the Impact Fee Facilities Plan and Impact Fee Analysis are hereby adopted in the form attached hereto.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



COMMUNITY DEVELOPMENT
DEPARTMENT

Summary of Impact Fee Documents

West Valley City is pursuing an update to its impact fees on parks, roads, police facilities, fire facilities, and drainage. These fees are charged to new development so the City can maintain its current level of service. For example, as new residential developments are constructed, if the City does not build new parks, the level of service for parks will decrease because there are more people using the same amount of parks.

There are three types of documents needed to update the impact fees. The first is an Impact Fee Facilities Plan (IFFP). The IFFP determines the City's current level of service for each type of improvement (i.e. parks, roads, drainage, etc.) and what future improvements are needed to maintain the current level of service as new development occurs.

The second document type is an Impact Fee Analysis (IFA). The IFA determines the appropriate fee amount to charge new development to maintain the current level of service for each type of improvement.

The third document type is an ordinance. The City's impact fees are adopted by the City Council by approving an ordinance. Whenever the City desires to change its impact fees, the changes must be approved by the City Council by ordinance.

Attached to this summary is a brief explanation of the methodology used for each fee type prepared by LRB Public Finance Advisors. Also attached are the following documents:

- the IFFP for parks and stormwater (i.e. drainage) and the IFA for parks, stormwater, and transportation (i.e. roads) prepared by LRB Public Finance Advisors;
- the IFFP and the IFA for police facilities and fire facilities prepared by LRB Public Finance Advisors;
- the IFFP for transportation prepared by Parametrix; and
- the proposed ordinance for the City Council to adopt the updated impact fees for parks, roads, police facilities, fire facilities, and drainage prepared by City staff.



WEST
VALLEY
CITY, UTAH

JUNE 2025

IMPACT FEE FACILITIES PLAN (IFFP)
& IMPACT FEE ANALYSIS (IFA)
PARKS AND RECREATION AND STORMWATER

IMPACT FEE ANALYSIS (IFA)
TRANSPORTATION

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS

FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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IMPACT FEE CERTIFICATION

IFFP CERTIFICATION

LRB Public Finance Advisors (formerly Lewis Young Robertson & Burningham, Inc.) and West Valley City jointly certify that the Impact Fee Facilities Plan (IFFP) prepared for parks and recreation and stormwater:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in every relevant respect with the Impact Fees Act.

LRB PUBLIC FINANCE ADVISORS & WEST VALLEY CITY

IFA CERTIFICATION

LRB Public Finance Advisors certifies that the Impact Fee Analysis (IFA) prepared for parks and recreation, transportation, and stormwater:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - d. offsets costs with grants or other alternate sources of payment; and
3. complies in every relevant respect with the Impact Fees Act.

LRB Public Finance Advisors makes this certification with the following caveats:

1. All the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LRB PUBLIC FINANCE ADVISORS



DEFINITIONS

The following acronyms or abbreviations are used in this document:

AADT: Average Annual Daily Trips

AF: Acre Foot

HH: Household

IFA: Impact Fee Analysis

IFFP: Impact Fee Facilities Plan

LOS: Level of Service

SF: Square Feet

TAZ: Traffic Area Zone



SECTION 1: EXECUTIVE SUMMARY

The purpose of this Impact Fee Facilities Plan (IFFP), with supporting Impact Fee Analysis (IFA), is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the “Impact Fees Act,” and help West Valley City (the “City”) fund necessary capital improvements for future growth. This document will address the future parks and recreation, transportation, and stormwater infrastructure needed to serve the City through the next ten years, as well as the appropriate impact fees the City may charge to new growth to maintain the level of service (LOS) for parks and recreation, transportation, and stormwater. The 2025 Transportation IFFP was completed by Parametrix and used in this analysis.

- **Impact Fee Service Area:** The Service Area for the parks and recreation and transportation impact fees includes all areas within the City. **Figure 3.1** illustrates the proposed City-wide Service Area. The stormwater impact fees are being updated for the Riter and Westridge Basin stormwater districts, as shown in **Figure 3.2**. This document identifies the necessary future system improvements for the Service Area and Stormwater Service Area that will maintain the existing LOS into the future.
- **Demand Analysis:** The demand units utilized in this analysis include population and household growth, acreage, and trip generation. As new development and redevelopment occurs within the City, it generates increased demand on City infrastructure. The system improvements identified in this study are designed to maintain the existing LOS for any new or redeveloped property within the City.
- **Level of Service:** The existing LOS is defined throughout each section of this document. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the LOS that is provided to a community's existing residents and ensures that future facilities maintain these standards. Any excess capacity identified within existing facilities can be apportioned to new development.
- **Excess Capacity:** The demand analysis, existing facility inventory, and LOS analysis allow for the development of a list of capital facilities necessary to serve new growth and to maintain the existing level of service. This list includes any excess capacity of existing facilities, as well as future system improvements necessary to maintain the LOS. The inclusion of excess capacity is known as a “buy-in.” Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities. This analysis calculates the buy-in component where applicable.
- **Outstanding Debt/Prior Financing Mechanisms:** The City issued the Series 2009 Franchise Tax Bonds to fund the fitness center; the Series 2017 MBA Bonds to fund a portion of parks and recreation and police infrastructure; and the Series 2019 MBA Bonds to fund a portion of parks and recreation, and public works infrastructure. The associated interest from these bonds is included in this analysis.
- **Capital Facilities Analysis:** Due to the projected new development and redevelopment within the City, additional capital improvements will be necessary as they relate to parks and recreation, storm, and transportation infrastructure.
- **Funding of Future Facilities:** This analysis assumes future growth-related facilities will be funded through a combination of impact fee revenues and other funds. The analysis does not include future debt-related expenses at this time.

SUMMARY OF CITY-WIDE IMPACT FEES

The impact fees proposed in this analysis will be assessed within the designated Service Areas. **Table 1.1** summarizes the calculated impact fees for parks and recreation, stormwater, and transportation. Non-residential transportation impact fees by detailed land-use types are shown in **Table 1.2**.

TABLE 1.1: MAXIMUM IMPACT FEE PER UNIT

	Single Family	Multi-Family	Non-Residential
Parks and Recreation	\$4,936	\$3,739	
Stormwater (Per Acre): Riter - Westridge Basin Stormwater District	\$1,536	\$1,536	\$1,536
Stormwater (Per Acre): Lake Park Stormwater District	\$1,400	\$1,400	\$1,400
Transportation	\$775	\$373	See Chart Below

TABLE 1.2: NON-RESIDENTIAL TRANSPORTATION IMPACT FEE BY LAND USE TYPE

Land Use Group	Unit of Measure	ITE Code	ITE Land Use Category	Average Daily Trip Rate	Pass By Adjustment	Net New Trips per Unit of Measure	Fee per Unit Land Use
Industrial	1,000 sq ft	110	Light Industrial	4.87	0%	2.44	\$401
	1,000 sq ft	150	Warehouse	1.71	0%	0.86	\$141
	1,000 sq ft	151	Mini-Warehouse	1.45	0%	0.73	\$120
Residential	Dwelling	210	Single Family House	9.43	0%	4.72	\$775
	Dwelling	220	Multifamily Housing (Low-Rise)	6.74	0%	3.37	\$553
	Dwelling	221	Multifamily Housing (Mid-Rise)	4.54	0%	2.27	\$373
Hotel	Room	310	Hotel	7.99	0%	4	\$657
Institutional	Students	520	Public Elementary School	2.27	0%	1.14	\$187
	Students	530	Public High School	4.11	0%	2.06	\$338
	Students	550	University/College	1.56	0%	0.78	\$128
	1,000 sq ft	560	Church	7.6	0%	3.8	\$624
	1,000 sq ft	565	Day Care	47.62	44%	13.33	\$2,189
Medical	1,000 sq ft	610	Hospital	10.77	0%	5.39	\$885
	1,000 sq ft	620	Nursing Home	6.75	0%	3.38	\$555
Office	1,000 sq ft	710	General Office	10.84	0%	5.42	\$890
	1,000 sq ft	720	Medical/Dental Office	36	0%	18	\$2,956
Retail/Service	1,000 sq ft	815	Free-Standing Discount Store	53.87	20%	21.55	\$3,539
	1,000 sq ft	820	Shopping Center	37.01	29%	13.14	\$2,158
	1,000 sq ft	840	Automobile Sales (New)	27.84	0%	13.92	\$2,286
	1,000 sq ft	841	Automobile Sales (Used)	27.06	0%	13.53	\$2,222
	1,000 sq ft	850	Supermarket	93.84	24%	35.66	\$5,856
	1,000 sq ft	851	Convenience Market-24 hr	762.28	51%	186.76	\$30,669
	1,000 sq ft	881	Pharmacy/Drugstore with Drive-Through Window	108.4	49%	27.64	\$4,539
	1,000 sq ft	912	Drive-In Bank	100.35	35%	32.61	\$5,355
	1,000 sq ft	843	Auto Parts Sales	54.57	43%	15.55	\$2,554
	1,000 sq ft	932	Restaurant: Sit-Down	107.2	43%	30.55	\$5,017
Restaurant/Drinking	1,000 sq ft	934	Fast Food, w/Drive-Up	467.48	55%	105.18	\$17,272

NON-STANDARD IMPACT FEES

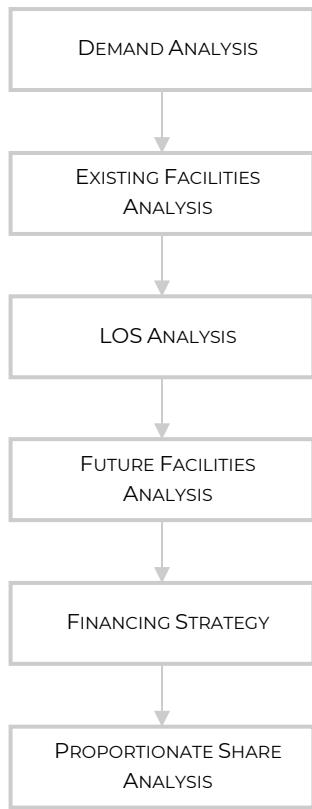
The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities.¹ This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis.

¹ 11-36a-402(1)(c)



SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFFP and IFA. The IFFP identifies the demands placed upon the City's existing facilities by future development and evaluates how these demands will be met by the City. The IFFP also outlines the improvements that are intended to be funded by impact fees. The purpose of an IFA is to allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. The Impact Fees Act requires that the IFFP and IFA consider the historic level of service provided to existing development and ensure that the proposed impact fees maintain the existing level of service. The following elements are important considerations when completing an IFFP and IFA.

DEMAND ANALYSIS

The demand analysis serves as the foundation for the IFFP and IFA. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand because of new development that will affect system facilities.

EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, to the extent possible the IFFP provides an inventory of the City's existing system facilities. The inventory valuation should include the original construction cost and estimated useful life of each facility. The inventory of existing facilities is important to determine the excess capacity of existing facilities and the utilization of excess capacity by new development.

LEVEL OF SERVICE ANALYSIS

"Level of service" or LOS means the defined performance standard or unit of demand for each capital component of a public facility within a service area. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the existing LOS that is provided to a community's existing residents and ensures that future facilities maintain these standards.

EXCESS CAPACITY AND FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing level of service. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the LOS. Any excess capacity identified within existing facilities can be apportioned to new development. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

FINANCING STRATEGY

This analysis must also include a consideration of all revenue sources, including impact fees, future debt costs, alternative funding sources, and the dedication of system improvements, which may be used to finance system

improvements.² In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.³

PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of the costs borne in the past and to be borne in the future (UCA 11-36a-302).

IMPACT FEE METHODOLOGIES

There are two methods employed in this analysis to determine the maximum allowable impact fees: the Growth-Driven Approach and Plan Based Approach.

GROWTH-DRIVEN (PERPETUATION OF EXISTING LOS)

The growth-driven method utilizes the existing level of service and perpetuates that level of service into the future. Impact fees are then calculated to provide sufficient funds for the entity to expand or provide additional facilities as growth occurs within the community. Under this methodology, impact fees are calculated to ensure new development provides sufficient investment to maintain the current LOS standards in the community. This approach is often used for public facilities that are not governed by specific capacity limitations and do not need to be built before development occurs (e.g., park facilities).

NEW FACILITY – PLAN BASED (FEE BASED ON DEFINED CIP)

Impact fees can be calculated based on a defined set of capital costs specified for future development. The improvements are identified in a capital plan or impact fee facilities plan as growth-related system improvements. The total cost is divided by the total demand units the improvements are designed to serve. Under this methodology, it is important to identify the existing level of service and determine any excess capacity in existing facilities that could serve new growth. Impact fees are then calculated based on many variables centered on proportionality and level of service.

² 11-36a-302(2)

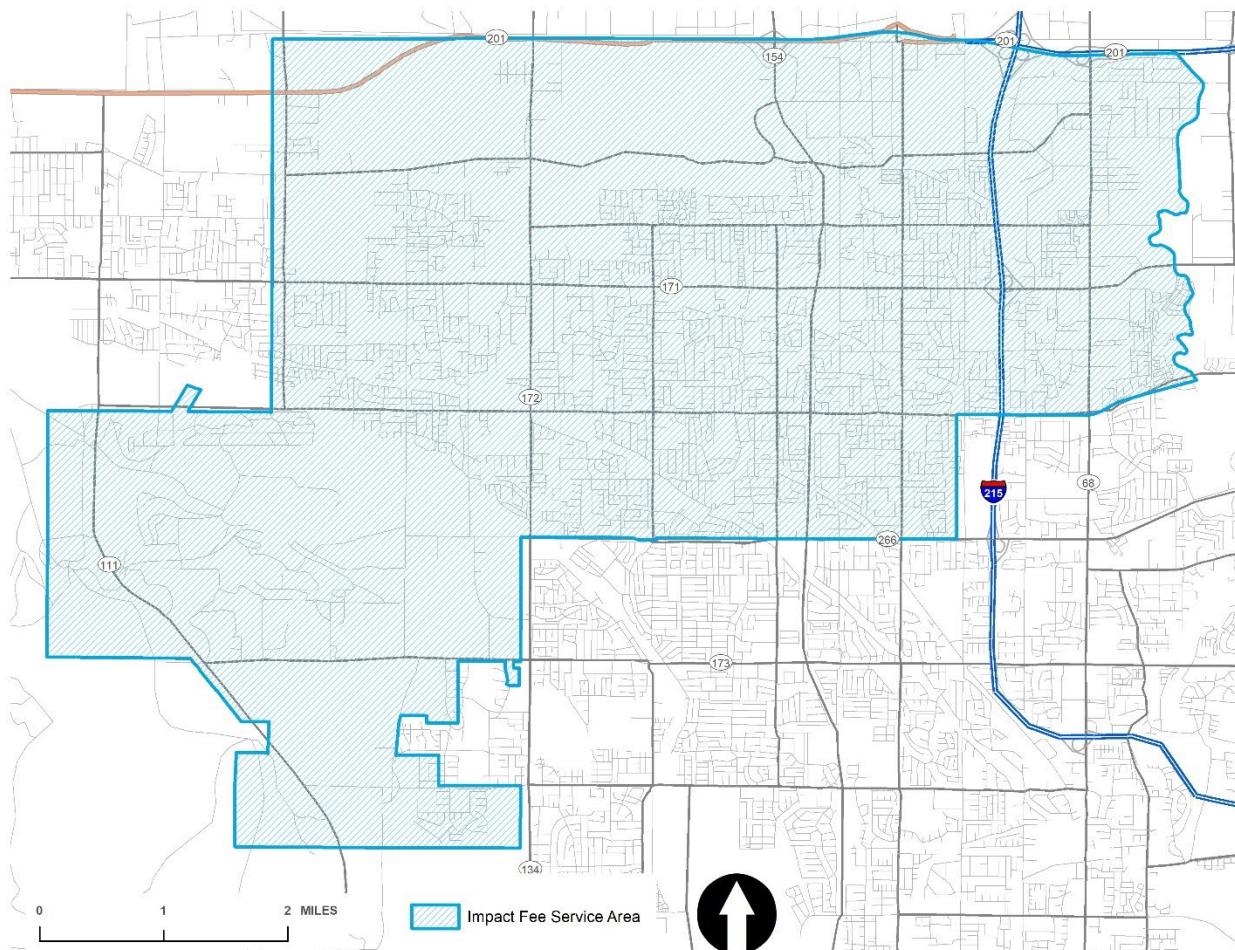
³ 11-36a-302(3)

SECTION 3: OVERVIEW OF SERVICE AREA AND GENERAL DEMAND FIGURES

SERVICE AREAS

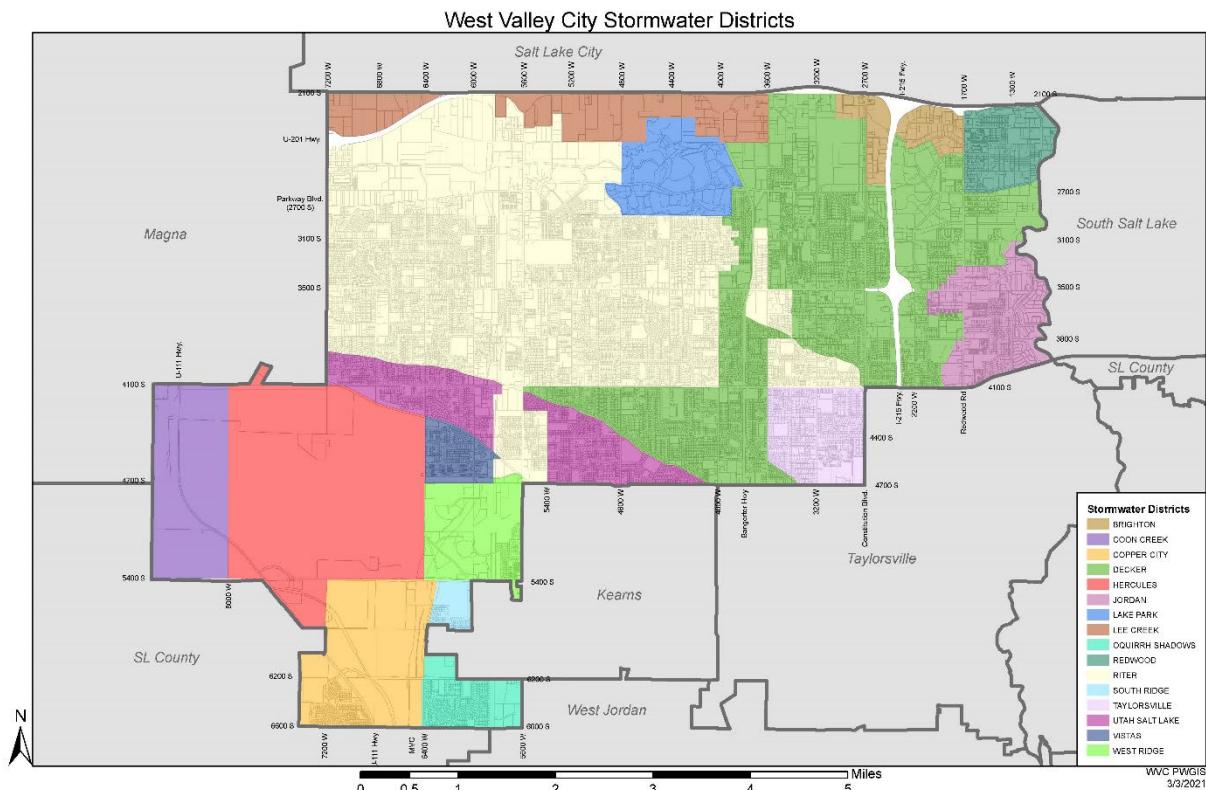
Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.⁴ The Service Area for the future parks and recreation and transportation impact fees includes all areas within the current municipal boundaries of the City, as shown in **Figure 3.1**. The stormwater impact fees are being updated for the Riter and Westridge stormwater districts, as shown in **Figure 3.2**. This document identifies the necessary future system improvements for the Service Area and Stormwater Service Area that will maintain the existing LOS in the future.

FIGURE 3.1: CITY-WIDE SERVICE AREA (PARKS AND RECREATION AND TRANSPORTATION)



⁴ UC 11-36a-402(1)(a)

FIGURE 3.2: STORMWATER SERVICE AREA



DEMAND ANALYSIS: EXISTING CONDITIONS

The demand units utilized in this analysis include population and household growth, acres, and trip generation. As new development and redevelopment occurs within the City, it generates increased demand on City infrastructure. The system improvements identified in this study are designed to maintain the existing LOS for any new or redeveloped property within the City.

GENERAL DEMAND PROJECTIONS

As of 2024, the City's population was estimated at 145,562 based on Wasatch Front Regional Council's ("WFRC") population projections based on Traffic Analysis Zones ("TAZ"). This study also includes details on unoccupied residential units. The inclusion of unoccupied housing units increases the fully occupied 2024 population to 156,636.

TABLE 3.1: WEST VALLEY CITY ESTIMATED IFA POPULATION

	TOTAL HOUSING UNITS	% OF TOTAL	HH SIZE	POTENTIAL POPULATION
Single Family	28,461	62.93%	3.77	107,332
Multi-Family	14,576	32.23%	2.86	41,637
Mobile Home	2,189	4.84%	3.50	7,667
Total	45,226			156,636

Source: WVC January 2020 Population Projections Memo and New Building Permits

Table 3.1 shows the total "IFA Population", which accounts for both occupied and unoccupied residential units, used for purposes of determining certain elements of the City's level of service.

The Transportation IFFP shows the City reaching an occupied population of 154,859 within the 10-year planning horizon, an increase of 9,297 people. This is compared to WFRC population projections based on TAZ data.

TABLE 3.3: TRANSPORTATION TRIP PROJECTIONS – CITYWIDE

	2024			2034		
	Households	Population	Employment	Households	Population	Employment
TAZ Data	43,622	145,562	85,873	48,819	149,876	89,539
WVC Projections	43,622	145,562	85,873	51,518	154,859	90,369

Source: Transportation IFFP p. 3

SECTION 4 : PARKS AND RECREATION IFFP AND IFA

The purpose of this section is to address the parks and recreation IFFP, with supporting IFA, and to help the City plan for capital improvements necessary for future growth. This section will address the future parks and recreation infrastructure needed to serve the City through the next ten years, as well as the appropriate parks and recreation impact fees the City may charge to new growth to maintain the existing LOS.

DEMAND ANALYSIS

The specific demand unit used for the parks and recreation IFFP and IFA is population. As of 2024, the City's population was estimated at 145,562, based on a population analysis done by West Valley City for occupied housing units. The City analysis also included details of unoccupied residential units. The inclusion of unoccupied housing units increases the fully occupied 2024 population to 156,636. It is anticipated that the City's population will increase by 9,297 people within the 10-year planning horizon.

TABLE 4.1: POPULATION PROJECTIONS

	WFRC Projections		West Valley City Projections	
	2024	2034	2024	2034
Population	145,562	149,876	145,562	154,859
Households	43,622	48,819	43,673	51,518
Employment	85,873	89,539	85,873	90,369

The future population in the City is used to determine the additional parks and recreation needs. The LOS standards for each type of improvement have been calculated, with a combined LOS determined for the future population, giving the City flexibility to provide future residents the types of improvements that are desired. If growth projections and land use change significantly in the future, the City will need to update the demand projections, the IFFP, and the impact fees.

EXISTING FACILITY INVENTORY AND EXCESS CAPACITY

The City's existing inventory for parks and recreation is shown in **Table 4.2**. See **Appendix A** for a detailed list of facilities and amenities. The City-owned acreage and estimated City-funded improvements illustrated below will be the basis for the LOS analysis discussed later in this section.

TABLE 4.2: PARKS EXISTING FACILITIES

Park Type	City-Owned Acreage	Est. Land Value	Est. Improv. Value
Developed Active Parks	213.94	\$74,879,000	\$66,206,765
Undeveloped Land	100.42	\$35,147,875	\$0
Planned Facilities	13.68	\$4,788,000	\$0
Combined	328.04	\$114,814,875	\$66,206,765

LAND VALUATION

Current costs are used to determine the actual cost, in today's dollars, of duplicating the current LOS for future development in the City and do not reflect the value of the existing improvements within the City. For the purposes of this analysis, the cost to acquire new land is approximately \$350,000 per acre. This is based on land value details provided by the City based on recent land appraisals.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City's existing parks and recreation infrastructure has been funded through a combination of General Fund revenues, bonds, grants, other governmental funds and donations. General Fund revenues include a mix of property taxes, sales taxes, federal and state grants, and any other available General Fund revenues. While the City has received some donations to fund parks and trails facilities, all park land and improvements funded through donations have been excluded in the impact fee calculations.

The City issued the Series 2009 Franchise Tax Bonds to fund the fitness center; the Series 2017 MBA Bonds to fund the fitness center; and the Series 2019 MBA Bonds to fund recreation facilities that will serve the community through buildout, including the fitness center and a parks administration building. The facilities funded by these bonds are not included in the existing facility inventory, but included as a buy-in. The principal and interest associated with these bonds is shown below. The buy-in calculation includes the principal and interest values in the analysis, as the park LOS does not include either of these components.

TABLE 4.3: HISTORIC DEBT FINANCING

	Principal	Interest	Total	Fitness	Parks	Total
Series 2009 Franchise Tax	\$13,735,000	\$3,251,847	\$16,986,847	100%	-	\$16,986,847
Series 2017 MBA	\$30,155,000	\$25,774,934	\$55,929,934	2%	-	\$1,118,599
Series 2019 MBA	\$11,155,000	\$7,582,853	\$18,737,853	-	30%	\$5,621,356
Total						\$23,726,801

LEVEL OF SERVICE ANALYSIS

The LOS for this analysis is based on maintaining the existing level of investment in current parks and recreation amenities. The LOS consists of two components – the land value per capita and the improvement value per capita funded by the City (or the cost to purchase the land and make improvements in today's dollars), resulting in a total value per capita for parks and recreation. This approach uses current construction costs to determine the current value and allows the City to maintain the current LOS standard through the collection and expenditure of impact fees. **Table 4.4** shows the LOS for parks and recreation within the Service Area. The LOS analysis is based on the estimated total household population from both occupied and unoccupied housing units, since park facilities have been constructed from impact fees collected on all housing units, including those that are unoccupied.

TABLE 4.4: LEVEL OF SERVICE SUMMARY

SUMMARY LOS (COST PER CAPITA)	LAND VALUE PER CAPITA	IMPROVEMENT VALUE PER CAPITA	TOTAL VALUE PER CAPITA
Active Parks	\$478	\$423	\$901
Undeveloped Land	\$224	\$0	\$224
Planned Facilities	\$31	\$0	\$31
Combined	\$733	\$423	\$1,156

Source: LRB, West Valley City

The timing of construction for growth-related park facilities will depend on the rate of development and the availability of funding. For purposes of this analysis, a specific construction schedule is not required. The construction of park facilities can lag behind development without impeding continued development activity. This analysis assumes that construction of needed park facilities will proceed on a pay-as-you-go basis.

EXCESS CAPACITY

The City currently has excess capacity in fitness center and parks buildings which are designed to serve development through buildout. The calculation of the buy-in component is shown in **Table 4.5**, based on a buildout population of approximately 156,000 people.

TABLE 4.5: PARKS AND RECREATION BUY-IN CALCULATION

	Original Cost
Buy-In Components	\$23,726,801
Buildout Population Served	156,000
Buy-In per Capita	\$152

FUTURE CAPITAL FACILITIES ANALYSIS

Future planning for parks and recreation is an ongoing process based on the changes in population and community preference. The City will purchase and improve parks and recreation amenities to maintain the LOS defined in this document. Actual future improvements will be determined as development occurs and the opportunity to acquire and improve parks and recreation amenities arise. Impact fees will only be assessed to maintain the existing LOS.

Based on the expected changes in population over the planning horizon, the City will need to invest approximately \$10.7 million in parks, including amenities, to maintain the existing LOS as shown in **Table 4.6**. The City may invest in parks and recreation at a higher level; however, impact fees cannot be used to increase the existing LOS.

TABLE 4.6: ILLUSTRATION OF PARKS AND RECREATION INVESTMENT NEEDED TO MAINTAIN LOS

Park Type	Land Value Per Capita	Improvement Value Per Capita	Total Value Per Capita	Population Increase IFFP Horizon	Cost to Parks & Public Lands over IFFP Horizon
Active Parks	\$478	\$423	\$901	9,297	\$8,374,027
Undeveloped Land	\$224	\$0	\$224	9,297	\$2,086,173
Planned Facilities	\$31	\$0	\$31	9,297	\$284,188
Combined	\$733	\$423	\$1,156	9,297	\$10,744,388

The estimated future investment in **Table 4.6** excludes buy-in to existing facilities. Future investment may be used to acquire additional parks and recreation land and fund new park improvements and amenities or make improvements to existing park facilities to add capacity to the system. The following types of improvements may be considered:

- Land Acquisition
- Sod and Irrigation Improvements
- Pavilions
- Restrooms and other Parks and Recreation Buildings
- Picnic Tables
- Playgrounds
- Trailways/Walkways
- Volleyball Courts
- Tennis Courts
- Basketball Courts
- Other Recreational Courts and Facilities
- Baseball/Softball Field Facilities
- Multi-Purpose Fields
- Field Lighting
- Concession/Buildings
- Parking
- Skate Parks
- Other Park and Recreation Amenities

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities designed to provide services to the community at large.⁵ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants or users of that development.⁶ The Impact Fee Analysis may only include the costs of impacts on system improvements related to new growth within the proportionate share analysis. Only Park facilities that serve the entire community are included in the LOS.

FINANCING STRATEGY & CONSIDERATION OF ALL REVENUE RESOURCES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication (developer donated) of system improvements, which may be used to finance system improvements.⁷ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.⁸

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication of system improvements, which may be used to finance system improvements.⁹ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.¹⁰

In considering the funding of future facilities, the IFFP has identified the portion of each project that is intended to be funded by the City, as well as funding sources from other government agencies. The cost applied to the City includes growth and non-growth-related projects. The capital projects that will be constructed to cure the existing system deficiencies will be funded through other revenues. All other capital projects within the next ten years, which are intended to serve new growth, will be funded through impact fees or on a pay-as-you-go approach. Where these revenues are not sufficient, the City may need to issue bonds or issue inter-fund loans to construct the proposed projects. Typical funding resources are described below.

Property Tax Revenues: It is anticipated that the City will continue to utilize property tax revenues, as part of the total General Fund revenues, to maintain existing park facilities. Impact fee revenues will be a continual source of revenue to fund growth related improvements.

Grants and Donations: The City does not anticipate any donations from new development for future system-wide capital improvements related to park facilities. A donor will be entitled to a reimbursement for the negotiated value of system improvements funded through impact fees if donations are made by new development. The City may receive grant money to assist with park construction and improvements. This analysis has removed all funding that has come from federal grants and donations to ensure that none of those infrastructure items are included in the LOS. Therefore, the City's existing LOS standards have been funded by the City's existing residents. Funding the future improvements through impact fees places a similar burden upon future users as that which has been placed upon existing users through impact fees, property taxes, user fees, and other revenue sources.

Impact Fee Revenues: Impact fees are an ideal mechanism for funding growth-related infrastructure. Impact fees are currently charged to ensure that new growth pays its proportionate share of the costs for the

⁵ 11-36a-102(20)

⁶ 11-36a102(13)

⁷ UC 11-36a-302(2)

⁸ UC 11-36a-302(3)

⁹ 11-36a-302(2)

¹⁰ 11-36a-302(3)

development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing LOS. Increases to an existing LOS cannot be funded with impact fee revenues. An impact fee analysis is required to accurately assess the true impact of a particular user upon the City infrastructure and to prevent existing users from subsidizing new growth.

Future Debt Financing: In the event the City has not amassed sufficient impact fees in the future to pay for the construction of time sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of issuing debt (i.e. interest costs). Future debt financing has not been considered in the calculation of the parks and recreation impact fee.

PROPOSED PARKS AND RECREATION IMPACT FEE

The calculation of the park impact fee is based on the growth-driven approach, which is based on the **growth** in residential demand. The growth-driven methodology utilizes the existing LOS and perpetuates that LOS into the future. Impact fees are then calculated to provide sufficient funds for the entity to expand or provide additional facilities, as growth occurs within the community. Under this methodology, impact fees are calculated to ensure new development provides sufficient investment to maintain the current LOS standards in the community. This approach is often used for public facilities that are not governed by specific capacity limitations and do not need to be built before development occurs (i.e. park facilities).

PARKS AND RECREATION IMPACT FEE CALCULATION

Utilizing the estimated per capita land value and per capita improvement value by park type, the total fee per capita is shown in **Table 4.7** below.

TABLE 4.7: ESTIMATE OF IMPACT FEE VALUE PER CAPITA

	PROPOSED LOS PER 1,000	LAND COST PER ACRE	IMPROVEMENT VALUE PER ACRE	TOTAL COST PER ACRE	PER 1,000 POPULATION	PER CAPITA
Active Parks	1.37	\$350,000	\$309,464	\$659,464	\$900,724	\$901
Undeveloped Land	0.64	\$350,000	\$0	\$350,000	\$224,392	\$224
Planned Facilities	0.09	\$350,000	\$0	\$350,000	\$30,568	\$31
Buy-In						\$152
Professional Expense						\$1.01
Estimated Impact Fee per Capita						\$1,309

Based on the per capita fee, the proposed impact fee per household is summarized in **Table 4.8**.

TABLE 4.8: PARK IMPACT FEE SCHEDULE

HOUSEHOLD TYPE	PERSONS PER HH	RECOMMENDED FEE PER HH	EXISTING FEE PER HH	% CHANGE
Single Family	3.77	\$4,936	\$3,002	64%
Multi-Family (Including Mobile Homes)	2.86	\$3,739	\$2,348	59%

Source: Household Size Figures Calculated from US Census 2023 American Community Survey 5-Year Estimates

NON-STANDARD IMPACT FEE

The proposed fees are based upon population growth. The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon park



facilities.¹¹ This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis. The formula for determining a non-standard impact fee is found below.

FORMULA FOR NON-STANDARD PARKS AND RECREATION IMPACT FEES:

Estimate Population x \$1,309 = Impact Fee

¹¹ 11-36a-402(1)(c)



SECTION 5: STORMWATER IFFP AND IFA

The purpose of this section is to address the Stormwater IFFP, with supporting IFA and to help the City plan for the necessary capital improvements for future growth. This section will address the future stormwater infrastructure needed to serve the City through the next ten years, as well as address the appropriate stormwater impact fees the City may charge to new growth to maintain the existing LOS.

According to Utah Code 11-36a-302, an impact fee facilities plan should consider the following:

- identify the existing LOS;
- establish a proposed LOS¹²;
- identify any excess capacity to accommodate future growth at the proposed LOS;
- identify demands placed upon existing public facilities by new development activity at the proposed LOS;
- identify the means by which the political subdivision or private entity will meet those growth demands.

The following sections identify the required IFFP elements and the resulting impact fee analysis.

DEMAND ANALYSIS AND SERVICE AREA

The unit of analysis in this study is the total amount of acres in the stormwater service area described in **Figure 3.2**, which only contains the Westridge and Riter areas. The demand used in this analysis will be the total amount of undeveloped acres in the service area, or 749 acres. This is approximately 10 percent of the total service area. The totals can be seen in **Table 5.1**.

TABLE 5.1: BASIN AREA SUMMARY OF UNDEVELOPED LAND

Basin Area Summary	Total Area in Basins (Acres)	Total City Area	Total Undeveloped in Basin	Percent Undeveloped
Westridge Area	676	-	26	4%
Riter Basin Area	6,562	-	723	11%
Total	7,238	22,944	749	10%

The Stormwater Service Area for this analysis includes only the Riter and Westridge Basin Storm Districts, as shown in **Figure 3.2**. However, the City is also recommending the Lee Creek Storm District impact fee be eliminated since it is a retention only district with no new facilities for anticipated future development. All other storm district impact fees will remain unchanged.

LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the LOS to current or future users of capital improvements. Therefore, it is important to identify the storm LOS to ensure that the new capacities of projects financed through impact fees do not exceed the established standard. The IFFP identifies the existing LOS for collection and treatment. According to the Impact Fee Act, the proposed LOS may diminish or equal the existing LOS.

¹² When evaluating levels of service, the Code clarifies that a proposed level of service may diminish or equal the existing level of service, or exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service. See Utah Code 11-36a-302(1)(c).

The methodology in determining what storm drain facilities will be required is based on standard engineering practices that are widely used in the industry. In general terms, the developer is expected to pay for the infrastructure to collect and detain the runoff generated in the 10-year return frequency storm.

According to the City, stormwater is based off a controlled release and retention system on a per acre basis. Therefore, future capital projects will serve both existing and new development and the impact fee is assessed per acre. To maintain the same LOS for dealing with the 10-year return frequency storm the projects in this IFFP are proposed. Project costs for future improvements will be allocated based on a percentage of undeveloped acres.

EXCESS CAPACITY AND EXISTING FACILITIES

The intent of the equity buy-in component is to recover the costs of the unused capacity in existing infrastructure from new development. While the storm drain system may have excess capacity in individual lines, it was determined that system-wide excess capacity is minimal or too difficult to evaluate. As a result, the City has chosen to exclude a buy-in portion within the calculation of the impact fee. The only exception to this is the Riter Canal Detention Basin and Riter Canal Overflow, as shown below.

TABLE 5.2: COST SUMMARY OF EXISTING DETENTION AND OVERFLOW INFRASTRUCTURE

	UNITS	PER UNIT COST	COST
Riter Canal Detention Basin			
Excavation	160,000 CY	\$12/CY	\$1,920,000
Control Structure	1 Lump Sum	\$150,000	\$150,000
Landscaping	32 acres	\$20,000/ac	\$640,000
Land Acquisition	32 acres	\$90,000/ac	\$2,880,000
Total			\$5,590,000
Riter Canal Overflow to Lee Creek			
BD4	5,350 LF Pipe	\$265	\$1,417,750
BD4	1 Overflow Structure	\$300,000	\$300,000
Total			\$1,717,750

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City has funded its existing capital infrastructure through a combination of different revenue sources, including general utility fund revenues, the issuance of debt, and revenues received from other governmental agencies. This analysis has removed all funding that has come from federal grants and donations from non-resident citizens to ensure that none of those infrastructure items are included in the level of service. None of the outstanding debt is for the city's stormwater system.

FUTURE CAPITAL FACILITIES ANALYSIS

The estimated costs attributed to new growth were analyzed based on existing development versus future development needs. From this analysis, a portion of future development costs were attributed to new growth and included in this impact fee analysis. Capital projects related to curing existing deficiencies were not included in the calculation of the impact fees. The costs of projects related to curing existing deficiencies cannot be funded through impact fees. The main projects needed to maintain LOS for new developments in the service area include new lengths of pipe along main streets and the Riter Canal detention basin described above. Total future project costs equal \$3.8M. A summary is shown in **Table 5.3**.

TABLE 5.3: COST SUMMARY OF FUTURE STORM IMPROVEMENTS

	Run Name	From	To	Pipe Size	Pipe Length	Cost	Total
Basin Name:	R5						
OHB4	7200 West	3615 S	3563 S	24 inch	550	\$115,500	
Westridge	4700 South	6400 W	5600 W	24 inch	4130	\$867,300	
Total							\$982,800
Basin Name:	R6						
OHB5	6800 West	3720 S	3500 S	24 inch	1980	\$415,800	
Total							\$415,800
Basin Name:	R7						
BA11	6400 West	3400 S	3300 S	36 inch	700	\$185,500	
BB20	6400 West	3460 S	3430 S	24 inch	300	\$63,000	
OHB2	6400 West	3850 S	3800 S	24 inch	416	\$87,360	
BB5	Parkway Blvd	5800 W	6400 W	24 inch	3500	\$735,000	
BA5	Parkway Blvd	6600 W	6400 W	18 inch	1150	\$207,000	
Total							\$1,277,860
Basin Name:	R8						
WHB6	6400 West	3750 S	3643 S	24 inch	672	\$141,120	
WHB10	6400 West	3887 S	3771 S	18 inch	1118	\$201,240	
BB9	6000 West	3500 S	3400 S	36 inch	635	\$168,275	
Total							\$510,635
Basin Name:	R10						
SA6	5400 West	3600 S	3400 S	30 inch	1340	\$308,200	
Total							\$308,200
Basin Name:	R12						
SB5	5100 West	3635 S	3500 S	36 inch	1175	\$311,375	
Total							\$311,375
Combined Total							\$3,806,670

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities that are intended to provide services to service areas within the community at large.¹³ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants or users of that development.¹⁴ The Impact Fee Analysis may only include the costs of impacts on system improvements related to new growth.

FINANCING STRATEGY & CONSIDERATION OF ALL REVENUE RESOURCES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication (developer donated) of system improvements, which may be used to finance system improvements.¹⁵ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.¹⁶

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication of system improvements, which may be used to finance system improvements.¹⁷ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.¹⁸

In considering the funding of future facilities, the IFFP has identified the portion of each project that is intended to be funded by the City, as well as funding sources from other government agencies. The cost applied to the

¹³ UC 11-36a-102(20)

¹⁴ UC 11-36a102(13)

¹⁵ UC 11-36a-302(2)

¹⁶ UC 11-36a-302(3)

¹⁷ 11-36a-302(2)

¹⁸ 11-36a-302(3)



City includes growth and non-growth related projects. The capital projects that will be constructed to cure the existing system deficiencies will be funded through other revenues. All other capital projects within the next ten years, which are intended to serve new growth, will be funded through impact fees or on a pay-as-you-go approach. Where these revenues are not sufficient, the City may need to issue bonds or issue inter-fund loans to construct the proposed projects. Typical funding resources are described below.

Storm Water Enterprise Fund: The City assesses a stormwater utility fee for the management and maintenance of the stormwater system. This revenue serves as the primary funding source for stormwater operations and maintenance as well as capital projects. Impact fee eligible projects may be funded or partially funded with utility rate revenues. Impact fee revenues can reimburse any stormwater utility rate revenues used for impact fee eligible projects.

Grants and Donations: Should the City receive grant money to fund stormwater facilities, the impact fees will need to be adjusted accordingly to reflect the grant monies received. A donor will be entitled to a reimbursement for the value of the improvements funded through impact fees if donations are made by new development.

Impact Fee Revenues: Impact fees are a valid mechanism for funding growth-related infrastructure. Impact fees are charged to ensure that new growth pays its proportionate share of the costs for the development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing LOS. Increases to an existing LOS cannot be funded with impact fee revenues. An impact fee analysis is required to accurately assess the true impact of a particular user upon the City infrastructure and to prevent existing users from subsidizing new growth. Impact fees will be needed to cover the growth-related costs identified in this analysis.

Debt Financing: In the event the City has not amassed sufficient impact fees in the future to pay for the construction of time sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of issuing debt (i.e. interest costs). Future debt financing has not been considered in the calculation of the stormwater impact fee.

PROPOSED STORMWATER IMPACT FEE

Impact fees can be calculated based on a defined set of costs specified for future development. The improvements are identified in a capital plan as growth-related projects. The total project costs are divided by the total demand units the projects are designed to serve. Impact fees are then calculated based on many variables centered on proportionality share and level of service. Since the stormwater system uses a controlled release and retention system, new development improvements will benefit the whole system. Therefore, new development will be allocated a proportionate share of the new stormwater infrastructure based on the remaining undeveloped acreage in the service area. The proposed impact fee is \$1,536 per acre as shown in **Table 5.4**. The Stormwater Service Area for this analysis includes only the Riter and Westridge Basin Storm Districts, as shown in **Figure 3.2**. All other storm district impact fees will remain unchanged.

TABLE 5.4: IMPACT FEE PER ACRE FOR RITER AND WESTRIDGE BASINS

Basin Wide Cost of Improvements (Buy-In and Future Facilities)	\$11,114,420	See Table 5.2 and 5.3
Total Acres in Basin	7,238	See Table 5.1
Undeveloped Acres in Basin	749	See Table 5.1

Percent New Development	10%	See Table 5.1
Total IFFP (cost allocated to undeveloped land)	\$1,150,528	Total Cost x Percent Undeveloped Land
New Impact Fee per Acre	\$1,536	Cost Allocated / Undeveloped Acres
Existing Fee	\$1,354	
% Change	13%	

NON-STANDARD STORMWATER IMPACT FEES

The City reserves the right under the Impact Fees Act¹⁹ to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's storm drain system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.

FORMULA FOR NON-STANDARD STORM DRAIN IMPACT FEES:

Total Acres x \$1,536 = Impact Fee



SECTION 6: TRANSPORTATION IFA

The purpose of this section is to address the transportation IFA and to help the City plan for the necessary capital improvements for future growth. The 2025 Transportation IFFP was completed by Parametrix and this section will summarize their findings. This section will also address the appropriate transportation impact fees the City may charge to new growth to maintain the existing LOS.

SUMMARY OF IFFP ELEMENTS

According to Utah Code 11-36a-302, an impact fee facilities plan should consider the following:

- ☒ identify the existing LOS;
- ☒ establish a proposed LOS²⁰;
- ☒ identify any excess capacity to accommodate future growth at the proposed LOS;
- ☒ identify demands placed upon existing public facilities by new development activity at the proposed LOS; and,
- ☒ identify the means by which the political subdivision or private entity will meet those growth demands.

EXISTING AND PROPOSED LOS

LOS assesses the level of congestion on a roadway segment or intersection. LOS is measured using a letter grade A through F, where A represents free flowing traffic with absolutely no congestion and F represents grid lock. The future roadway system was designed to achieve a LOS at a threshold equivalent to the performance of the existing road network. West Valley City's current and proposed transportation LOS is to provide adequate lane miles and intersection capacity to maintain LOS D according to the WFRC's Travel Demand Model²¹. The following LOS variables are used for this analysis.

TABLE 6.1: DAILY CAPACITY LEVEL OF SERVICE D IN WEST VALLEY CITY

LANES	ARTERIAL		COLLECTOR		ARTERIAL	COLLECTOR
	≥ ½ Mile Signal Spacing		< ½ Mile Signal Spacing			
2		12,500		11,200		11,300
3		19,100		17,500		16,000
4		38,300		30,900		32,500
5		41,000		37,200		35,000
6		52,800				46,000
7		57,000				50,000
8						

Source: Transportation IFFP p. 7

EXISTING FACILITIES AND EXCESS CAPACITY

According to the City, the existing system consists of the following types of amenities: roadways (lane miles), curb and gutter, sidewalks, accessible ramps, drive approaches, traffic signals, and crosswalk lights. A calibrated travel demand model was used to generate current traffic volumes for each segment in the City's current road network. For segments with capacity greater than volumes, there is existing excess capacity. For segments with capacity less than volumes, there is an existing deficiency. Road improvements occur as major investments in

²⁰ When evaluating levels of service, the Code clarifies that a proposed level of service may diminish or equal the existing level of service, or exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service. See Utah Code 11-36a-302(1)c.

²¹ The travel demand model is the accepted model of the Wasatch Front Regional Council (WFRC) which represents an appropriate planning tool for estimating existing congestion levels and forecasting future congestion levels based on the impacts of growth.



anticipation of increased traffic volumes, as such, at any point in time there will be segments that are above capacity and segments that are below capacity. In addition, the travel demand model was used to form a consistent source of estimating existing traffic that can be used to forecast traffic growth in the future.²² However, the City has opted to exclude the cost of excess capacity in the transportation system due to insufficient data related to the original system value.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City's existing infrastructure has been funded through a combination of General Fund revenues, impact fees, bonds, other governmental revenue, grants and donations. General Fund revenues include a mix of property taxes, sales taxes, federal and state grants, and any other available General Fund revenues. There are no General Obligation Bonds outstanding related to transportation system improvements. Therefore, a credit is not required for this component of the impact fee analysis.

DEMAND FROM NEW DEVELOPMENT

Parametrix worked with West Valley City staff to develop an IFFP that would encompass the period from 2024 to 2034. Traffic volume estimates were developed by road segment. Traffic volumes were estimated based on the existing conditions, and modeled conditions in the year 2034 based on planned improvements to be completed by 2034 by West Valley City. Although improvements to the State Highway System are not eligible for impact fees, improvements included in the WFRC's Regional Transportation Plan (Wasatch Choice 2050 Vision) were assumed in the modeling, allowing the most accurate representation of future conditions possible with the available information.²³ A total of 54,519 new trips are anticipated in the IFFP planning horizon. These represent average annual daily trips or "AADT".

FUTURE CAPITAL FACILITIES ANALYSIS

The City has identified the growth-related projects needed within the next ten years. Capital projects related to curing existing deficiencies were not included in the calculation of the impact fees. Total future projects applicable to new development are shown in **Table 6.3**, which illustrates the estimated cost of future capital improvements within the Service Area, as identified in the IFFP. The total construction cost is \$19,140,529. The total cost attributable to the IFFP is \$8,923,553.

TABLE 6.3: SUMMARY OF FUTURE SYSTEM IMPROVEMENTS WITHIN IFFP PLANNING HORIZON

ROADWAY	PROJECT TYPE	TOTAL COST	PERCENT ATTRIBUTABLE TO 10-YEAR GROWTH	ELIGIBLE COST
6200 South	Widening	\$8,042,973	15%	\$1,200,681
5900 West	New Road	\$7,642,005	56%	\$4,267,321
7200 West & 4100 South	New Signal	\$2,169,044	100%	\$2,169,044
2400 West & 3800 south	New Signal	\$1,118,419	100%	\$1,118,419
6400 West & 4100 South	Signal Improvement	\$168,088	100%	\$168,088
Total Roads:		\$19,140,529		\$8,923,553

Source: Transportation IFFP Table 4, Table 6, Appendix A.

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities designed to provide services to service areas within the community at large.²⁴ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and

²² Paragraph excerpt from Parametrix IFFP pg.7

²³ Paragraph excerpt from Parametrix IFFP pg.7

²⁴ 11-36a-102(21)



considered necessary for the use and convenience of the occupants or users of that development.²⁵ To the extent possible, this analysis only includes the costs of system improvements related to new growth within the proportionate share analysis.

For the purposes of this analysis, system improvements are defined as arterial and collector streets, new and upgrades to traffic signalization, alternative modes of transportation including transit, bicycle, and pedestrian facilities, and related appurtenances. Each of these facilities are designed to manage new trips (auto, transit and non-motorized trips) within the Service Area and to maintain the existing level of service.

FINANCING STRATEGY AND CONSIDERATION OF ALL REVENUE SOURCES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication of system improvements, which may be used to finance system improvements.²⁶ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.²⁷

In considering the funding of future facilities, the IFFP has identified the portion of each project that is intended to be funded by the City, as well as funding sources from other government agencies. The cost applied to the City includes growth and non-growth-related projects. The capital projects that will be constructed to cure the existing system deficiencies will be funded through General Fund revenues. All other capital projects within the next ten years, which are intended to serve new growth, will be funded through impact fees or on a pay-as-you-go approach. Where these revenues are not sufficient, the City may need to issue bonds or issue inter-fund loans to construct the proposed projects.

Other revenues such as grants can be used to fund these types of expenditures. The impact fees should be adjusted if grant monies are received. New development may be entitled to a reimbursement for any grants or donations received by the City for growth-related projects or for developer funded IFFP projects.

PROPOSED TRANSPORTATION IMPACT FEE

The transportation impact fee utilizes the New Facility – Plan Based Approach, which is based on a defined set of capital costs specified for future development. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the new growth served by the proposed projects. The total growth-related capital cost is \$8,923,553. The maximum impact fee cost per trip is shown in **Table 6.4**.

²⁵ 11-36a-102(14)

²⁶ 11-36a-302(2)

²⁷ 11-36a-302(3)

TABLE 6.4: MAXIMUM IMPACT FEE COST PER TRIP

Total Eligible Cost	\$8,923,553
Roadway Eligible Cost	\$5,468,002
Intersection Eligible Cost	\$3,455,551
Professional Expense	\$29,398
Number of New Trips in 2034	54,519
Maximum Allowable Impact Fee/ Per Trip	\$164.22

Source: Transportation IFFP, LRB. Figures may differ due to rounding.

The proposed impact fee by land use type is shown in **Table 6.5**.

TABLE 6.5: PROPOSED IMPACT FEE BY LAND USE TYPE

Land Use Group	Unit of Measure	ITE Code	ITE Land Use Category	Average Daily Trip Rate	Pass By Adjustment	Net New Trips per Unit of Measure*	Fee per Unit Land Use
Industrial	1,000 sq ft	110	Light Industrial	4.87	0%	2.44	\$401
	1,000 sq ft	150	Warehouse	1.71	0%	0.86	\$141
	1,000 sq ft	151	Mini-Warehouse	1.45	0%	0.73	\$120
Residential	dwelling	210	Single Family House	9.43	0%	4.72	\$775
	dwelling	220	Multifamily Housing (Low-Multifamily Housing (Mid-	6.74	0%	3.37	\$553
	dwelling	221	Multifamily Housing (Mid-High)	4.54	0%	2.27	\$373
Hotel	room	310	Hotel	7.99	0%	4.00	\$657
Institutional	Students	520	Public Elementary School	2.27	0%	1.14	\$187
	Students	530	Public High School	4.11	0%	2.06	\$338
	Students	550	University/College	1.56	0%	0.78	\$128
	1,000 sq ft	560	Church	7.60	0%	3.80	\$624
	1,000 sq ft	565	Day Care	47.62	44%	13.33	\$2,189
Medical	1,000 sq ft	610	Hospital	10.77	0%	5.39	\$885
	1,000 sq ft	620	Nursing Home	6.75	0%	3.38	\$555
Office	1,000 sq ft	710	General Office	10.84	0%	5.42	\$890
	1,000 sq ft	720	Medical/Dental Office	36.00	0%	18.00	\$2,956
	1,000 sq ft	815	Free-Standing Discount	53.87	20%	21.55	\$3,539
	1,000 sq ft	820	Shopping Center	37.01	29%	13.14	\$2,158
	1,000 sq ft	840	Automobile Sales (New)	27.84	0%	13.92	\$2,286
	1,000 sq ft	841	Automobile Sales (Used)	27.06	0%	13.53	\$2,222
Retail/Service	1,000 sq ft	850	Supermarket	93.84	24%	35.66	\$5,856
	1,000 sq ft	851	Convenience Market-24 hr	762.28	51%	186.76	\$30,669
	1,000 sq ft	881	Pharmacy/Drugstore with	108.40	49%	27.64	\$4,539
	1,000 sq ft	912	Drive-In Bank	100.35	35%	32.61	\$5,355
	1,000 sq ft	843	Auto Parts Sales	54.57	43%	15.55	\$2,554
Restaurant/Drinking	1,000 sq ft	932	Restaurant: Sit-Down	107.20	43%	30.55	\$5,017
	1,000 sq ft	934	Fast Food, w/Drive-Up	467.48	55%	105.18	\$17,272

Source: ITETripGen Web-Based App, Tip Generation Manual, 11th Edition, Accessed 4.24.2025

Adjustment factors based on "List of Land Uses with Vehicle Pass-By Rates and Data", ITE Generation Manual, 11th Edition, Accessed 4.24.2025

*Average Daily Trips are adjusted by 50 percent to account for entering and existing trips.

NON-STANDARD IMPACT FEES



The City reserves the right under the Impact Fees Act²⁸ to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the City's transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis.

FORMULA FOR NON-STANDARD TRANSPORTATION IMPACT FEES:

Estimate of Average Daily Trips x Adjustment Factor x 50% Entering/Existing Adjustment x \$164.22 = Impact Fee



SECTION 7: GENERAL IMPACT FEE CONSIDERATIONS

PROPOSED CREDITS OWED TO DEVELOPMENT

The Impact Fees Act requires a local political subdivision or private entity to ensure that the impact fee enactment allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer: (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.²⁹ The facilities must be considered system improvements or be dedicated to the public, and offset the need for an improvement identified in the IFFP.

EQUITY OF IMPACT FEES

Impact fees are intended to recover the costs of capital infrastructure that relates to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-related expenses. In those years, other revenues, such as General Fund revenues, will be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through impact fees.

NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of new capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.

CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure.

EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next six years should be spent on those projects outlined in the IFFP as growth-related costs to maintain the LOS. **Impact fees collected as a buy-in to existing facilities can be allocated to the General Fund to repay the City for historic investment.**

GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. This analysis includes an inflation component to reflect the future cost of facilities. The impact fee analysis should be updated regularly to account for changes in cost estimates over time.

²⁹ 11-36a-402(2)

APPENDIX A: PARK EXISTING FACILITIES INVENTORY

NAME OF FACILITY	SIZE	FINAL ACRES	% CITY OWNED	% CITY FUNDED	IMPACT FEE ELIGIBLE	IMPACT FEE ACRES	LAND VALUE	SOD & IRRIGATION	PLAY STRUCTURES	SMALL PAVILIONS	MEDIUM PAVILIONS	LARGE PAVILIONS	TENNIS COURTS	BASKETBALL COURTS
Developed Active Parks														
Back Nine Park	0.18	0.18	100%	100%	100%	0.18	\$63,000	0.18	1.00	-	-	-	-	-
Bridle Farms	1.13	1.13	100%	100%	100%	1.13	\$395,500	1.13	1.00	-	-	-	-	-
Centennial	77.60	77.60	100%	100%	100%	77.60	\$27,160,000	77.60	2.00	-	-	2.00	8.00	8.00
City Park	25.07	25.07	100%	100%	100%	25.07	\$8,774,500	25.07	2.00	-	-	2.00	-	1.00
Country Mead.	1.72	1.72	100%	100%	100%	1.72	\$602,000	1.72	1.00	1.00	-	-	-	0.50
Crosstowne Trail	-	-	100%	100%	100%	-	\$0	-	-	-	-	-	-	-
Diamond Summit Trailhead	0.17	0.17	100%	100%	100%	0.17	\$59,500	0.17	-	-	-	-	-	-
Falcon Crest	1.50	1.50	100%	100%	100%	1.50	\$525,000	1.50	1.00	1.00	-	-	-	0.50
Fassio Farm	2.72	2.72	100%	100%	100%	2.72	\$952,000	2.72	1.00	1.00	-	-	-	-
Foxtail (Sugar P)	1.69	1.69	100%	100%	100%	1.69	\$591,500	1.69	1.00	-	-	-	-	-
Glenn Weaver @ the Vistas	3.02	3.02	100%	100%	100%	3.02	\$1,057,000	3.02	1.00	-	1.00	-	-	-
Granger	8.50	8.50	100%	100%	100%	8.50	\$2,975,000	8.50	8.50	2.00	-	-	1.00	-
Grand Vistas Park	2.75	2.75	100%	100%	100%	2.75	\$962,500	2.75	2.00	1.00	-	-	-	0.50
Grasmere Park	1.00	1.00	100%	25%	100%	0.25	\$87,500	1.00	1.00	1.00	-	-	-	-
Greater Southridge Trailhead	0.25	0.25	100%	100%	100%	0.25	\$87,500	0.25	-	-	-	-	-	-
Hunter Ridge	1.11	1.11	100%	100%	100%	1.11	\$388,500	1.11	1.00	1.00	-	-	-	-
Hunter Village Open Space	10.06	10.06	100%	100%	100%	10.06	\$3,521,000	10.06	-	-	-	-	-	-
Hunter Village Trail Head Park	1.00	1.00	100%	100%	100%	1.00	\$350,000	1.00	1.00	-	-	-	-	-
Hunter Village	5.57	5.57	100%	100%	100%	5.57	\$1,949,500	5.57	3.00	-	-	-	-	0.50
Ironwood	0.91	0.91	100%	100%	100%	0.91	\$318,500	0.91	-	1.00	-	-	-	-
Kingspointe	4.50	4.50	100%	100%	100%	4.50	\$1,575,000	4.50	1.00	-	1.00	-	-	0.50
Maple Mead.	1.40	1.40	100%	100%	100%	1.40	\$490,000	1.40	1.00	1.00	-	-	-	0.50
Meadowlands	2.29	2.29	100%	100%	100%	2.29	\$801,500	2.29	1.00	-	1.00	-	-	-
Parkway	7.00	7.00	100%	100%	100%	7.00	\$2,450,000	7.00	1.00	-	-	1.00	2.00	2.00
Peachwood	2.20	2.20	100%	100%	100%	2.20	\$770,000	2.20	1.00	-	-	-	-	0.50
Promenade/Plaza	4.08	4.08	100%	100%	100%	4.08	\$1,428,000	4.08	-	-	-	-	-	-
Rocky Ridge Park	1.44	1.50	100%	100%	100%	1.50	\$525,000	1.50	1.00	-	1.00	-	-	0.50
Riverside	3.56	3.56	100%	100%	100%	3.56	\$1,246,000	3.56	-	-	-	-	-	-
Scottsdale	2.46	2.46	100%	100%	100%	2.46	\$861,000	2.46	1.00	1.00	-	-	-	-
Sugarplum	1.23	1.23	100%	100%	100%	1.23	\$430,500	1.23	1.00	-	-	-	-	-
Sugar Plum Trails	14.07	14.07	100%	100%	100%	14.07	\$4,924,500	14.07	-	-	-	-	-	-
Sunset Hollow Park	3.09	3.09	100%	100%	100%	3.09	\$1,081,500	3.09	2.00	-	1.00	-	-	0.50
Terrace Ridge	2.65	2.65	100%	100%	100%	2.65	\$927,500	2.65	1.00	1.00	-	-	-	-
Trailblazer Park	1.49	1.49	100%	100%	100%	1.49	\$521,500	1.49	1.00	-	-	-	-	-
Utah Cultural Center Park	2.13	2.13	100%	100%	100%	2.13	\$745,500	2.13	-	-	-	-	-	-
West View	5.00	5.00	100%	100%	100%	5.00	\$1,750,000	5.00	1.00	-	1.00	-	2.00	-
West View Expansion	2.49	2.49	100%	100%	100%	2.49	\$871,500	1.00	1.00	-	-	-	-	-
Wheatland	1.00	1.00	100%	100%	100%	1.00	\$350,000	1.00	1.00	1.00	-	-	-	-
Woodledge	6.60	6.60	100%	100%	100%	6.60	\$2,310,000	6.60	1.00	1.00	1.00	-	2.00	0.50
						Amenity Total	213.2	43.5	14	7	5	15	16	
Subtotal Active Parks	214.63	214.69				213.94	\$74,879,000	\$36,883,600	\$8,047,500	\$490,000	\$525,000	\$750,000	\$1,125,000	\$1,200,000
Undeveloped Properties														
Arlington Park	0.60	0.60	100%	100%	100%	0.60	\$210,000	-	-	-	-	-	-	-
Brock property	4.71	4.71	100%	100%	100%	4.71	\$1,647,625	-	-	-	-	-	-	-
Mtn View Corridor Access	0.19	0.19	100%	100%	100%	0.19	\$66,500	-	-	-	-	-	-	-
Beagley Sub Trail	1.00	1.00	100%	100%	100%	1.00	\$350,000	-	-	-	-	-	-	-
East of Redwood Rd property	0.75	0.75	100%	100%	100%	0.75	\$262,500	-	-	-	-	-	-	-
Riverside	3.56	3.56	100%	100%	100%	3.56	\$1,246,000	-	-	-	-	-	-	-
Newton Farms Park	1.10	1.10	100%	100%	100%	1.10	\$383,250	-	-	-	-	-	-	-
Pleasant Valley	0.52	0.52	100%	100%	100%	0.52	\$182,000	-	-	-	-	-	-	-
Wetland Park	88.00	88.00	100%	100%	100%	88.00	\$30,800,000	-	-	-	-	-	-	-

NAME OF FACILITY	SIZE	FINAL ACRES	% CITY OWNED	% CITY FUNDED	IMPACT FEE ELIGIBLE	IMPACT FEE ACRES	LAND VALUE	SOD & IRRIGATION	PLAY STRUCTURES	SMALL PAVILIONS	MEDIUM PAVILIONS	LARGE PAVILIONS	TENNIS COURTS	BASKETBALL COURTS
UDOT Properties	2.97	2.97	100%	0%	0%	-	\$0	-	-	-	-	-	-	-
Subtotal Undeveloped Land	103.39	100.42				100.42	\$35,147,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planned Facilities														
Parkway Blvd. Wet.	6.00	6.00	100%	100%	100%	6.00	\$2,100,000	-	-	-	-	-	-	-
Sugarplum Wet. & Drainage	3.48	3.48	100%	100%	100%	3.48	\$1,218,000	-	-	-	-	-	-	-
Skip Jensen 20	20.00	-	0%	100%	100%	-	\$0	-	-	-	-	-	-	-
P. V Wetland - Upland	4.20	4.20	100%	100%	100%	4.20	\$1,470,000	-	-	-	-	-	-	-
Subtotal Planned Facilities	33.68	13.68				13.68	\$4,788,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NAME OF FACILITY	BASEBALL/SOF	SOCCER	RESTROOM	IMPROVEMENT	BASE ELIGIBLE	DESIGN &	TOTAL
Developed Active Parks							
Back Nine Park	-	-	-	100%	\$216,140	\$32,421	\$248,561
Bridle Farms	-	-	-	100%	\$380,490	\$57,074	\$437,564
Centennial	8.00	5.00	4.00	100%	\$19,494,800	\$2,924,220	\$22,419,020
City Park	5.00	-	2.00	100%	\$6,932,110	\$1,039,817	\$7,971,927
Country Mead.	-	-	-	100%	\$555,060	\$83,259	\$638,319
Crosstowne Trail	-	-	-	100%	\$0	\$0	\$0
Diamond Summit Trailhead	-	-	-	100%	\$29,410	\$4,412	\$33,822
Falcon Crest	-	-	-	100%	\$517,000	\$77,550	\$594,550
Fassio Farm	1.00	1.00	-	100%	\$1,140,560	\$171,084	\$1,311,644
Foxtail (Sugar P)	-	-	-	100%	\$477,370	\$71,606	\$548,976
Glenn Weaver @ the Vistas	-	-	-	100%	\$782,460	\$117,369	\$899,829
Granger	-	-	1.00	100%	\$3,488,000	\$523,200	\$4,011,200
Grand Vistas Park				100%	\$918,250	\$137,738	\$1,055,988
Grasmere Park				100%	\$393,000	\$58,950	\$451,950
Greater Southridge Trailhead	-	-	-	100%	\$43,250	\$6,488	\$49,738
Hunter Ridge	-	-	-	100%	\$412,030	\$61,805	\$473,835
Hunter Village Open Space	-	-	-	100%	\$1,740,380	\$261,057	\$2,001,437
Hunter Village Trail Head	-	-	-	100%	\$358,000	\$53,700	\$411,700
Hunter Village	-	-	-	100%	\$1,556,110	\$233,417	\$1,789,527
Ironwood	-	-	-	100%	\$192,430	\$28,865	\$221,295
Kingspointe	-	1.00	-	100%	\$1,276,000	\$191,400	\$1,467,400
Maple Mead.	-	-	-	100%	\$499,700	\$74,955	\$574,655
Meadowlands	-	-	-	100%	\$656,170	\$98,426	\$754,596
Parkway	-	1.00	1.00	100%	\$2,346,000	\$351,900	\$2,697,900
Peachwood	-	-	-	100%	\$603,100	\$90,465	\$693,565
Promenade/Plaza	-	-	1.00	100%	\$1,005,840	\$150,876	\$1,156,716
Rocky Ridge Park				100%	\$557,000	\$83,550	\$640,550
Riverside	-		-	100%	\$615,880	\$92,382	\$708,262
Scottsdale	-	-	-	100%	\$645,580	\$96,837	\$742,417
Sugarplum	-	-	-	100%	\$397,790	\$59,669	\$457,459
Sugar Plum Trails	-	-		100%	\$2,434,110	\$365,117	\$2,799,227
Sunset Hollow Park				100%	\$1,017,070	\$152,561	\$1,169,631
Terrace Ridge	-	-	-	100%	\$678,450	\$101,768	\$780,218
Trailblazer Park	-	-	-	100%	\$442,770	\$66,416	\$509,186
Utah Cultural Center Park	-	-	-	100%	\$368,490	\$55,274	\$423,764
West View	1.00	1.00	1.00	100%	\$2,025,000	\$303,750	\$2,328,750
West View Expansion				100%	\$358,000	\$53,700	\$411,700
Wheatland	-	-	-	100%	\$393,000	\$58,950	\$451,950
Woodledge	-	-	-	100%	\$1,624,300	\$243,645	\$1,867,945
Amenity Total	15	9	10				
Subtotal Active Parks	\$3,750,000	\$1,800,000	\$3,000,000		\$57,571,100	\$8,635,665	\$66,206,765

NAME OF FACILITY	BASEBALL/SOF	SOCCER	RESTROOM	IMPROVEMENT	BASE ELIGIBLE	DESIGN &	TOTAL
<i>Undeveloped Properties</i>							
Arlington Park	-	-	-	100%	\$0	\$0	\$0
Brock property	-	-	-	100%	\$0	\$0	\$0
Mtn View Corridor Access	-	-	-	100%	\$0	\$0	\$0
Beagley Sub Trail	-	-	-	100%	\$0	\$0	\$0
East of Redwood Rd property	-	-	-	100%	\$0	\$0	\$0
Riverside	-	-	-	100%	\$0	\$0	\$0
Newton Farms Park	-	-	-	100%	\$0	\$0	\$0
Pleasant Valley	-	-	-	100%	\$0	\$0	\$0
Wetland Park	-	-	-	100%	\$0	\$0	\$0
UDOT Properties	-	-	-	0%	\$0	\$0	\$0
Amenity Total	-	-	-				
Subtotal Undeveloped Land	\$0	\$0	\$0		\$0	\$0	\$0
<i>Planned Facilities</i>							
Parkway Blvd. Wet.	-	-	-	100%	\$0	\$0	\$0
Sugarplum Wet. & Drainage	-	-	-	100%	\$0	\$0	\$0
Skip Jensen 20	-	-	-	100%	\$0	\$0	\$0
P. V Wetland – Upland	-	-	-	100%	\$0	\$0	\$0
Amenity Total	-	-	-				
Subtotal Planned Facilities					\$0	\$0	\$0



WEST
VALLEY
CITY, UTAH

JUNE 2025

IMPACT FEE FACILITIES PLAN (IFFP)
& IMPACT FEE ANALYSIS (IFA)

POLICE AND FIRE AMENDMENT

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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IMPACT FEE CERTIFICATION

IFFP AMENDMENT CERTIFICATION

LRB Public Finance Advisors (formerly Lewis Young Robertson & Burningham, Inc.) and West Valley City jointly certify that the Impact Fee Facilities Plan (IFFP) amendment prepared for police and fire:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in every relevant respect with the Impact Fees Act.

LRB PUBLIC FINANCE ADVISORS & WEST VALLEY CITY

IFA AMENDMENT CERTIFICATION

LRB Public Finance Advisors certifies that the Impact Fee Analysis (IFA) amendment prepared for police and fire:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - d. offsets costs with grants or other alternate sources of payment; and
3. complies in every relevant respect with the Impact Fees Act.

LRB Public Finance Advisors makes this certification with the following caveats:

1. All the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA is modified or amended, this certification is no longer valid.
3. All information provided to LRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LRB PUBLIC FINANCE ADVISORS



SECTION 1: FIRE AMENDMENT

SUMMARY

The West Valley City fire impact fee, dated March 2021, is being amended to account for changes to capital improvements and estimated future facility costs, based on updated capital plans and revised cost estimates.

EXPLANATION

The City reviewed the capital cost assumptions included in the 2021 IFFP and IFA. This plan reevaluated future facility costs, prioritization, and timing based on current market conditions. As a result, IFFP and IFA **Table 5.8** will be amended to reflect these changes.

AMENDED TABLE 5.8: FIRE FUTURE FACILITIES ANALYSIS

	SF Needed	Total Cost	Demand Served (# of Calls)	10-Year Demand (# of Calls)	10-Year Demand as % of Total Demand Served	Cost to 10-Year Demand
New Fire Station	12,000	\$5,000,000	12,782	1,117	9%	\$436,913
New Warehouse	3,000	\$1,000,000	12,782	1,117	9%	\$87,383
New Fire Station	12,000	\$5,000,000	12,782	1,117	9%	\$436,913
New Fire Training Facility	22,500	\$10,000,000	12,782	1,117	9%	\$873,827
Facility Total	49,500	\$21,000,000	12,782	1,117	9%	\$1,835,037
<hr/>						
Future Apparatus		\$1,200,000	5,036	739	15%	\$176,103
Apparatus Total	-	\$1,200,000	5,036	739		\$176,103

Based on the existing level of service ("LOS") for building square feet ("SF") and apparatus, which remains unchanged at 5.98 SF per call (70,566 facility SF / 11,793 average annual fire calls), the proposed facilities are proportionately allocated to new development and the new demand in the IFFP window. In addition, the City has indicated the above capital improvement plan will replace existing Station 75. Thus, this amendment removes the existing value of Station 75, resulting in the following changes to **Table 5.3**.

AMENDED TABLE 5.3: EXISTING FIRE FACILITIES

FACILITY	LOCATION	SQUARE FEE	VALUE
Station 71	4158 South 6400 West	6,446	
Station 72	4314 West 4100 South	11,935	
Station 73	2834 South Constitution BLVD.	15,600	
Station 74	5545 West 3100 South	17,511	
Station 75	3682 South 1950 West	7,890	
Station 76	5372 S. Upper Ridge Rd.	6,034	
Fire Department Administration Offices	3600 Constitution Boulevard	5,150	
Total Square Feet		70,566	
Base Value of Existing Facilities			\$9,750,708
Associated Interest			\$2,203,672
Total Value of Existing Facilities			\$11,954,380
Existing Apparatus over \$500K in Original Value			\$631,830

REVISED FIRE IMPACT FEE SCHEDULE

The revised fire impact fees proposed in this amendment will be assessed within the entire service area. It is anticipated that facility expansion will be needed to maintain the existing LOS and respond to calls for service.



from new development activity. The cost per call is based on the existing calls per square footage with the proposed new facilities, which is the basis for the maximum impact fees per land use category.¹

AMENDED TABLE 5.9: ESTIMATE OF FIRE IMPACT FEE COST PER CALL

	Total Cost	% to IFFP	Cost to Impact Fees	% to Growth	Cost to Growth	Total Calls	Cost per Call
Existing Facilities	\$11,954,380	100%	\$11,954,380	9%	\$1,044,606	1,117	\$935
Future Facilities	\$21,000,000	100%	\$21,000,000	9%	\$1,835,037	1,117	\$1,643
Subtotal: Facilities	\$32,954,380		\$32,954,380		\$2,879,643		\$2,578
Apparatus							
Existing Apparatus	\$631,830	100%	\$631,830	15%	\$92,723	739	\$125
Future Apparatus	\$1,200,000	100%	\$1,200,000	15%	\$176,103	739	\$238
Subtotal: Apparatus	\$1,831,830		\$1,831,830		\$268,826		\$363
Other							
Professional Expense	\$7,830	100%	\$7,830	100%	\$7,830	1,117	\$7
Subtotal: Other	\$7,830		\$7,830		\$7,830		\$7
Residential							\$2,585
Non-Residential							\$2,948

REVISED FIRE IMPACT FEE BY LAND USE TYPE

The cost per call is then multiplied by the actual demand unit of measurement or calls per unit for each development type as shown in **Amended Table 5.10**. The total cost per call is for facilities, qualifying apparatus, and professional expenses.

AMENDED TABLE 5.10: PROPOSED FIRE IMPACT FEE BY LAND-USE TYPE

Development Type	Unit	Cost per Call	Calls per Unit	Total Impact Fee per Unit	Existing Fee	% Change
Single Family Residential	Per Residential Unit	\$2,585	0.17	\$448.00	\$270.00	66%
Multi-Family Residential	Per Residential Unit	\$2,585	0.10	\$253.00	\$153.00	65%
Commercial	Per 1K SF of Building	\$2,948	0.16	\$458.00	\$292.00	57%
Office	Per 1K SF of Building	\$2,948	0.21	\$609.00	\$389.00	57%
Industrial	Per 1K SF of Building	\$2,948	0.02	\$55.00	\$35.00	57%

NON-STANDARD FIRE IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon fire facilities.² This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis.

AMENDED FORMULA FOR NON-STANDARD FIRE IMPACT FEES:

Residential: Estimate of Annual Call Volume per Unit x \$2,585 = Impact Fee per Unit

Non-Residential: Estimate of Annual Call Volume per Unit x \$2,948 = Impact Fee per Unit

¹ ¹ UC 11-36a-402(1)(c)

² UC 11-36a-402(1)(c)



SECTION 2: POLICE AMENDMENT

SUMMARY

The West Valley City Police impact fee, dated March 2021, is being amended to account for changes to capital improvements and estimated future facility costs, based on updated capital plans and revised cost estimates.

EXPLANATION

The City recently reviewed the capital cost assumptions included in the 2021 IFFP and IFA. This plan reevaluated future facility costs, prioritization, and timing based on current market conditions. As a result, the IFFP and IFA will be amended to reflect these changes. The City has identified that a new training facility will be conducted in the IFFP planning horizon, and thus eligible for inclusion in the calculation of the impact fee.

ADDED TABLE 6.A PROPOSED CAPITAL FACILITIES

	SF Needed	Total Cost	Demand Served (# of Calls)	10-Year Demand (# of Calls)	10-Year Demand as % of Total Demand Served	Cost to 10-Year Demand
Police Training Facility	40,000	\$14,000,000	149,247	13,590	9%	\$1,274,777

REVISED POLICE IMPACT FEE SCHEDULE

The revised police impact fees proposed in this amendment will be assessed within the entire service area. It is anticipated that facility expansion will be needed to maintain the existing LOS and respond to calls for service from new development activity. The cost per call is based on the existing calls per square footage with the proposed new facilities, which is the basis for the maximum impact fees per land use category.

AMENDED TABLE 6.7: PROPOSED POLICE IMPACT FEE

	Total Cost	% to IFFP	Cost to Impact Fees	% to Growth	Cost to Growth	Total Calls	Cost per Call
Existing Facilities	\$45,685,249	94%	\$43,113,275	9%	\$3,925,700	13,590	\$289
Future Facilities	\$14,000,000	100%	\$14,000,000	9%	\$1,274,777	13,590	\$94
Subtotal: Facilities	\$59,685,249		\$57,113,275		\$5,200,477		\$383
Other							
Professional Expense	\$7,830	100%	\$7,830	100%	\$7,830	13,590	\$1
Total	\$59,693,079		\$57,121,105		\$5,208,307		\$384

REVISED POLICE IMPACT FEE BY LAND USE TYPE

The cost per call is then multiplied by the actual demand unit of measurement or calls per unit for each development type as shown in **Amended Table 6.8**. The total cost per call is for facilities and professional expenses.

AMENDED TABLE 6.8: REVISED POLICE IMPACT FEE SCHEDULE

Development Type	Unit	Cost per Call	Calls per Unit	Total Impact Fee per Unit	Existing Fee	% Change
Single Family Residential	Per Residential Unit	\$384	1.54	\$590.00	\$445.00	33%
Multi-Family Residential	Per Residential Unit	\$384	0.99	\$379.00	\$286.00	33%
Commercial	Per 1K SF of Building	\$384	2.07	\$793.00	\$599.00	32%
Office	Per 1K SF of Building	\$384	0.80	\$308.00	\$233.00	32%
Industrial	Per 1K SF of Building	\$384	0.18	\$70.00	\$53.00	32%



NON-STANDARD POLICE IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon police facilities.³ This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis. The formula for determining a non-standard impact fee is found below.

AMENDED FORMULA FOR NON-STANDARD POLICE IMPACT FEES:

Estimate of Annual Call Volume per Unit x \$384 = Impact Fee per Unit

³ UC 11-36a-402(1)(c)





WEST
VALLEY
CITY, UTAH

JULY 2025

IMPACT FEE FACILITIES PLAN (IFFP)
& IMPACT FEE ANALYSIS (IFA)
METHODOLOGY SUMMARY

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

IMPACT FEE METHODOLOGY SUMMARY

SUMMARY OF METHODOLOGY FOR EACH FEE

PARKS

The park impact fee is based on a level of investment approach (LOI), which is calculated based on the City's existing inventory of park land and amenities and the estimated value of each asset. The fee is affected by changes in the value of land and estimated value of amenities. The final fee is attributed to residential land uses, based on average household size statistics.

POLICE

The police fee is based on existing and projected calls for service for the different land uses within the City (e.g. residential, commercial, etc.). The analysis also considers non-residential building square footage by land use type. The impact fee will fluctuate based on the applicable cost of existing and future facilities (inflation), as well as the proportionate need for existing facilities vs. new facilities. The final fee is attributed to residential and non-residential land uses based on call statistics for the specified land use type.

FIRE

The fire fee is based on existing and projected calls for service for the different land uses within the City (e.g. residential, commercial, etc.). The analysis also considers non-residential building square footage by land use type. The impact fee will fluctuate based on the applicable cost of existing and future facilities (inflation), as well as the proportionate need for existing facilities vs. new facilities. The final fee is attributed to residential and non-residential land uses based on call statistics for the specified land use type.

STORM

The storm fee is based on projected storm run-off. The impact fee will fluctuate based on the applicable cost of existing and future facilities (inflation), as well as the proportionate need for existing facilities vs. new facilities. Since the City has a controlled run-off requirement, the final fee is attributed to residential and non-residential land uses based on acreage.

ROADS

The road fee is based on a travel demand model and the determination of trips on the existing and future road system. Typically, a portion of the existing system is needed to serve new development, as well as future facilities to maintain the level of service. The impact fee will fluctuate based on the applicable cost of existing and future facilities (inflation), as well as the proportionate need for existing facilities vs. new facilities. The final fee is attributed to residential and non-residential land uses based on trip statistics for the specified land use type.

West Valley City Impact Fee Facility Plan

Overview

Transportation

West Valley City's current and proposed transportation level of service (LOS) is to provide adequate lane mile and intersection capacity to maintain LOS D according to the Wasatch Front Regional Council's (WFRC) Travel Demand Model Version 9.0.2. The West Valley City system-wide transportation Impact Fee Facilities Plan (IFFP) has a total cost of approximately \$15.5 million in road projects and another \$3.5 million in intersection improvements. Approximately \$8.9 million of these projects are impact fee eligible, maintaining the current level of service as a result of new development and will be built between 2024 and 2034. Table 1 includes those capacity projects included in this transportation IFFP.

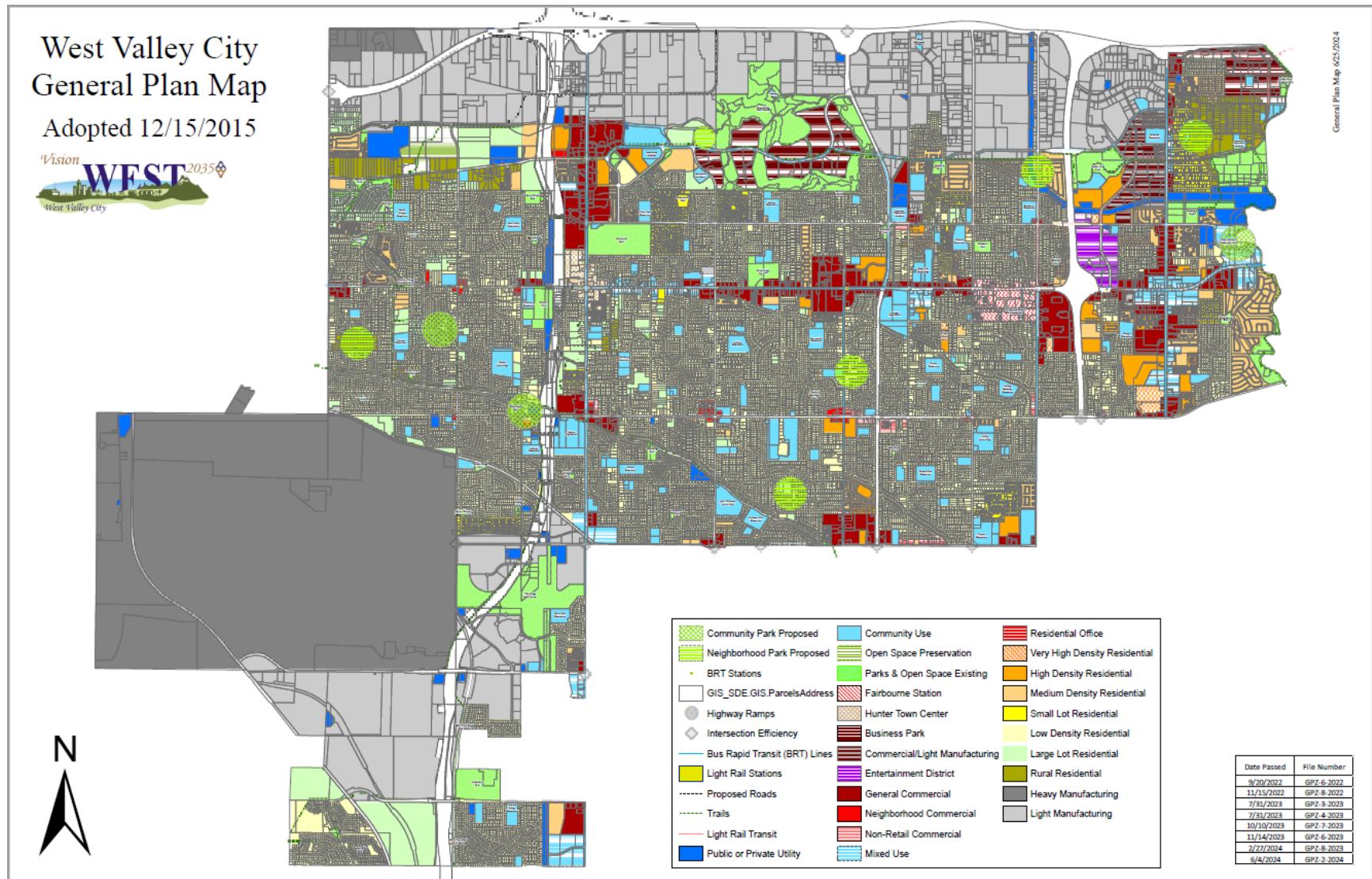
Table 1: Transportation Impact Fee Facilities Plan Roads

Project	Start	End	Project Type	Total Project Cost	IFFP Cost
6200 South	SR-111	MVC	Widening	\$8,042,973.00	\$1,200,681.45
5900 West	Parkway Blvd	Beagley Rd	New Road	\$7,642,005.00	\$4,267,320.55
7200 West & 4100 South			New Signal	\$2,169,044.00	\$2,169,044.00
2400 West & 3800 south			New Signal	\$1,118,419.00	\$1,118,419.00
6400 West & 4100 South			Signal Improvement	\$168,088.00	\$168,088.00
Source: Parametrix. See Appendix A for cost estimates		Total:		\$19,140,529.00	\$8,923,553.00

Growth

If West Valley City “builds out” according to the land use plan in Figure 1 by 2034, the City will have a population of approximately 155,000 people living in 52,000 households. New resident population is expected to occur primarily on currently vacant, residentially zoned land. This anticipated growth in households and resident population would be accompanied by an increase in commercial and industrial development. This six percent increase in population and 18 percent increase in households will require additional road infrastructure to serve the new development.

Figure 1: Future Land Use



For purposes of calculating an impact fee in the state of Utah, a ten-year growth horizon is used to ensure that the projects identified, and the fee imposed will be encumbered within the statutorily required six-year period. Table 2 provides current WFRC and West Valley City estimates and projections for the IFFP 10-year window based on the general plan land use map and input from the City.

Table 2: Demographic Projections

	WFRC Projections		West Valley City Projections	
	2024	2034	2024	2034
Population	145,562	149,876	145,562	154,859
Households	43,622	48,819	43,673	51,518
Employment	85,873	89,539	85,873	90,369

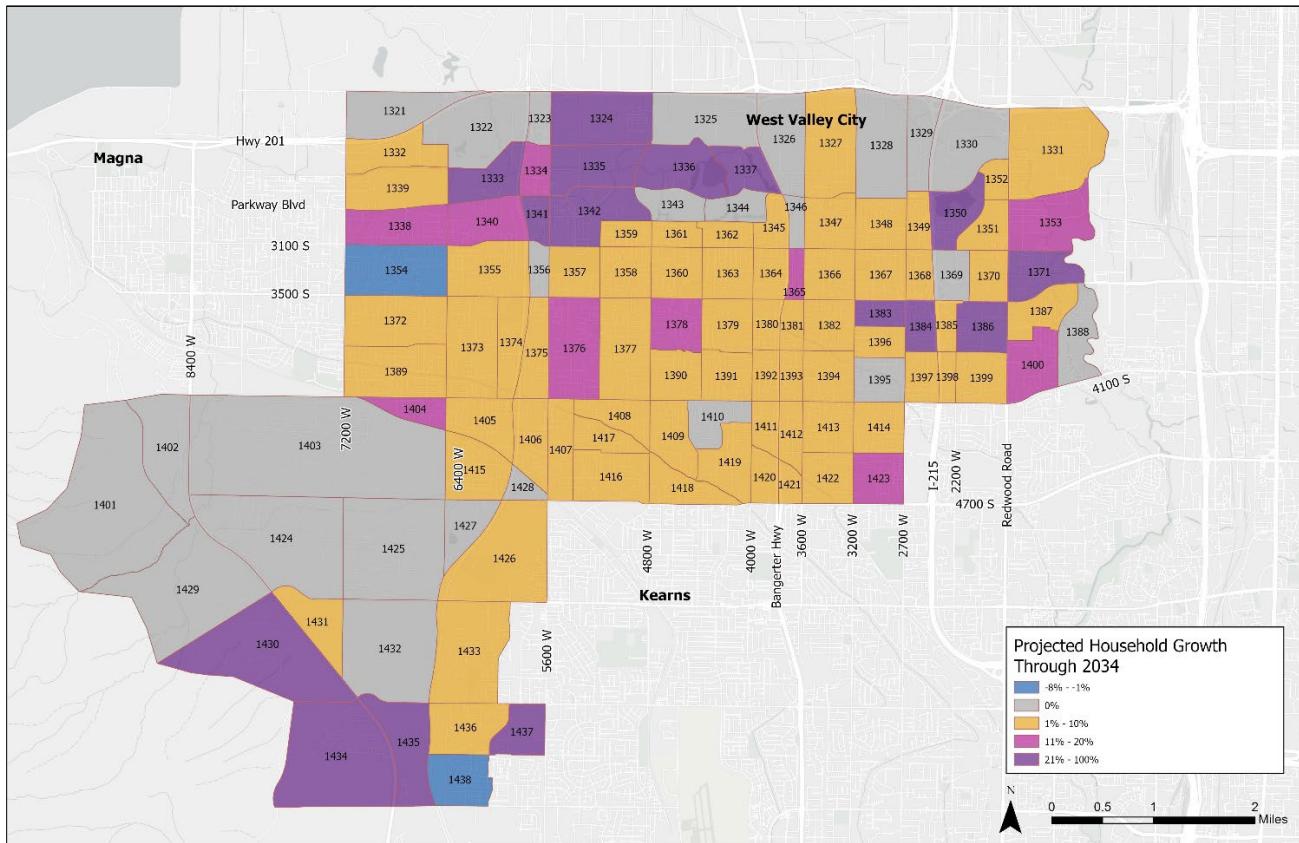
Source: WFRC Travel Demand Model V9.0.2, Parametrix

Future Growth Trends

West Valley City is projected to grow by 9,297 people and 7,845 households between 2024 and 2034. This residential growth represents a six percent increase in population and an 18 percent increase in households. At the same time employment is projected to grow by five percent.

Residential growth is anticipated to concentrate to the southwest and to the north, along Lake Park Blvd. The highest growth in employment occurs along SR-111 on the southwestern side of the City, and along Mountain View Corridor, south of SR-201. Figure 2 illustrates the areas of projected household growth through 2030.

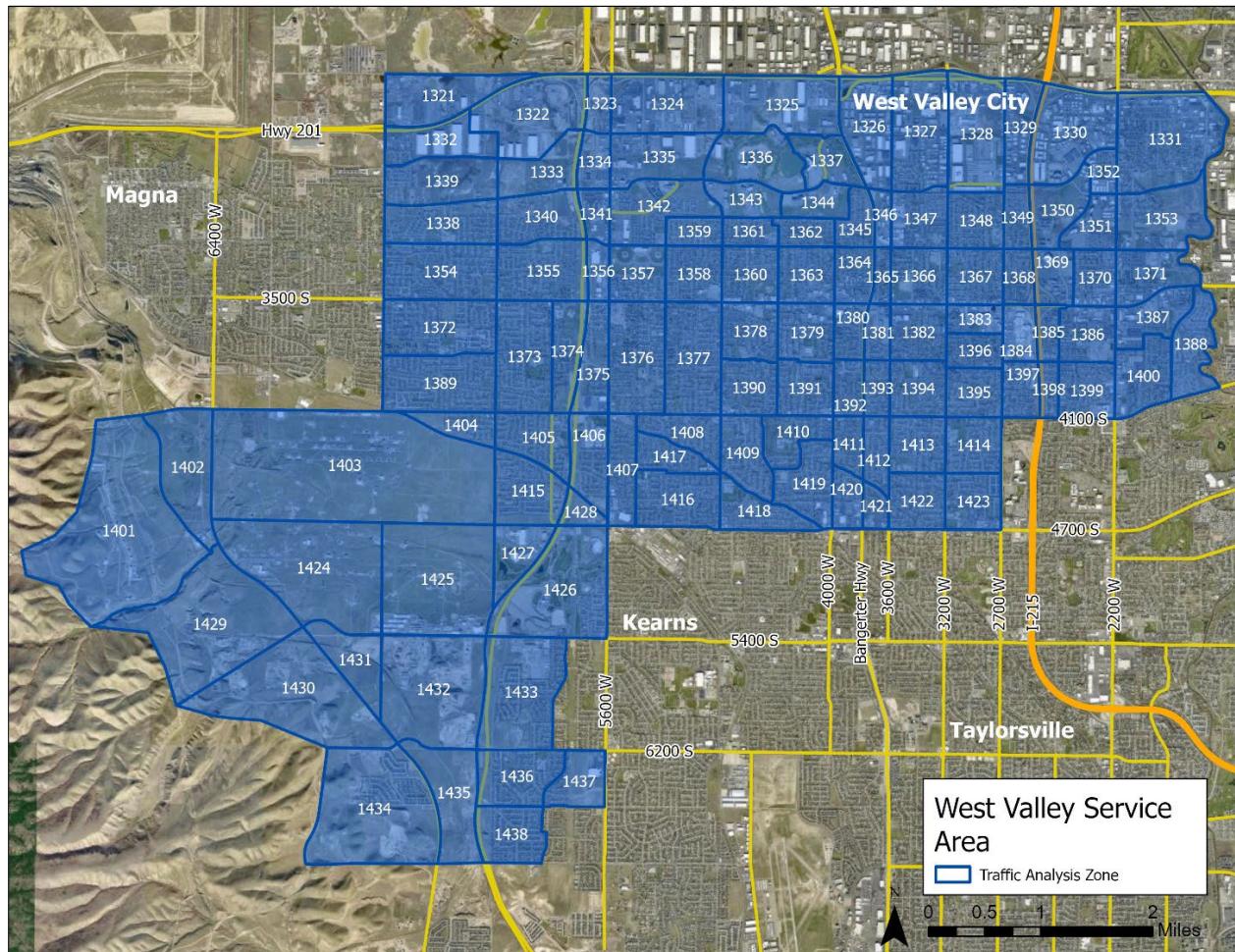
Figure 2: Projected Household Growth through 2030



Service Area

One service area was assumed for the IFFP encompassing the entire city boundary. Figure 3 shows the service area by traffic analysis zone.

Figure 3: West Valley City Service Area



Level of Service (LOS)

West Valley City's current and proposed transportation LOS is to provide adequate lane mile and intersection capacity to maintain LOS D according to the WFRC's Travel Demand Model¹. LOS standards are defined in the American Association of State and Territorial Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 2018 (7th Edition) where LOS D is defined by traffic levels which represent "approaching unstable flow." This level can be measured by methods included in the Transportation Research Board (TRB), *Highway Capacity Manual 11th Edition (HCM)*, 2021.

LOS calculations can be complex and data intensive but simplified planning methods are reasonably accurate. LOS calculations according to the HCM depend on the following factors:

1. number of travel lanes
2. number of turn lanes
3. number of trucks in the travel flow
4. the level of "platooning" of vehicles approaching each intersection
5. the timing of traffic signals and the coordination of multiple traffic signals
6. the number of turning vehicles
7. the vertical grade of the roadway and other horizontal alignment factors
8. the familiarity of drivers to local conditions
9. the availability of shoulders and lateral clearances
10. various natural environmental conditions

To simplify the analysis, travel models use a link-based capacity (even though much of the actual delay is manifested at intersections). Algorithms exist in the travel model to estimate the delay associated with increased traffic volume with the primary input being the travel link number of lanes, functional classification of the road, and area type (urban, suburban, rural, etc.). These simplifications are necessary since detailed data may not be available for forecasting future conditions and the travel model is developed at a regional (metropolitan area) scale. The analysis in West Valley City estimated the capacity of existing and future roads based on the design standards of the City and available information related to transportation plans such as number of travel lanes and classification. Table 3 summarizes the daily traffic capacities used in the West Valley City analysis.

¹ The travel demand model is the accepted model of the Wasatch Front Regional Council (WFRC) which represents an appropriate planning tool for estimating existing congestion levels and forecasting future congestion levels based on the impacts of growth.

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

Lanes	Maximum Daily Traffic Capacity Estimates (Suburban)					
	Arterial		Collector		Arterial < ½ Mile Signal Spacing	Collector < ½ Mile Signal Spacing
	≥ ½ Mile Signal Spacing		< ½ Mile Signal Spacing			
2	12,500		11,200		11,300	9,800
3	19,100		17,500		16,000	13,500
4	38,300		30,900		32,500	22,700
5	41,000		37,200		35,000	31,000
6	52,800		-		46,000	-
7	57,000		-		50,000	-
8	-		-		-	-

Source: Parametrix

Existing Facilities

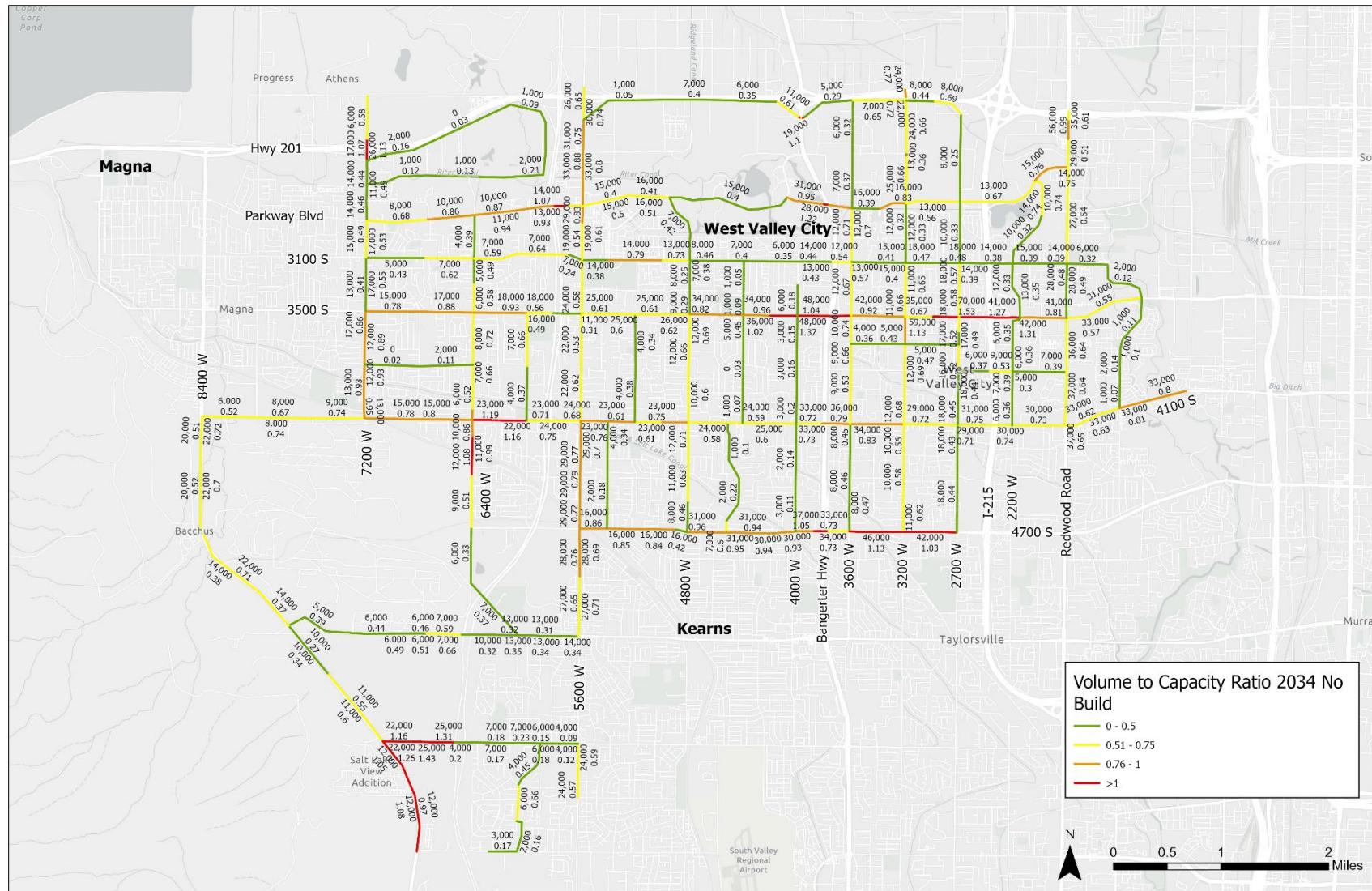
A calibrated travel demand model was used to generate current traffic volumes for each segment in West Valley City's current road network. For segments with capacity greater than volumes, there is existing excess capacity. For segments with capacity less than volumes, there is an existing deficiency. Road improvements occur as major investments in anticipation of increased traffic volumes, as such, at any point in time there will be segments that are above capacity and segments that are below capacity. In addition, the travel demand model was used to form a consistent source of estimating existing traffic that can be used to forecast traffic growth in the future.

Impact of Growth

The travel demand model was also used to estimate the impact of the anticipated 4,314 new residents and 4,496 new jobs in 2034. Parametrix worked with West Valley City staff to develop an IFFP that would encompass the period from 2024 to 2034 which is based upon the City's Major Street Plan updated in 2025. Traffic volume estimates were developed by road segment. Traffic volumes were estimated based on the existing conditions, and modeled conditions in the year 2034 based on planned improvements to be completed by 2034 by West Valley City. Although improvements to the State Highway System are not eligible for impact fees, improvements included in the WFRC's *Regional Transportation Plan* (Wasatch Choice 2050 Vision) were assumed in the modeling, allowing the most accurate representation of future conditions possible with the available information.

Figure 4 depicts the forecasted LOS in a No-build scenario for the year 2034, where no improvements are made on the road network.

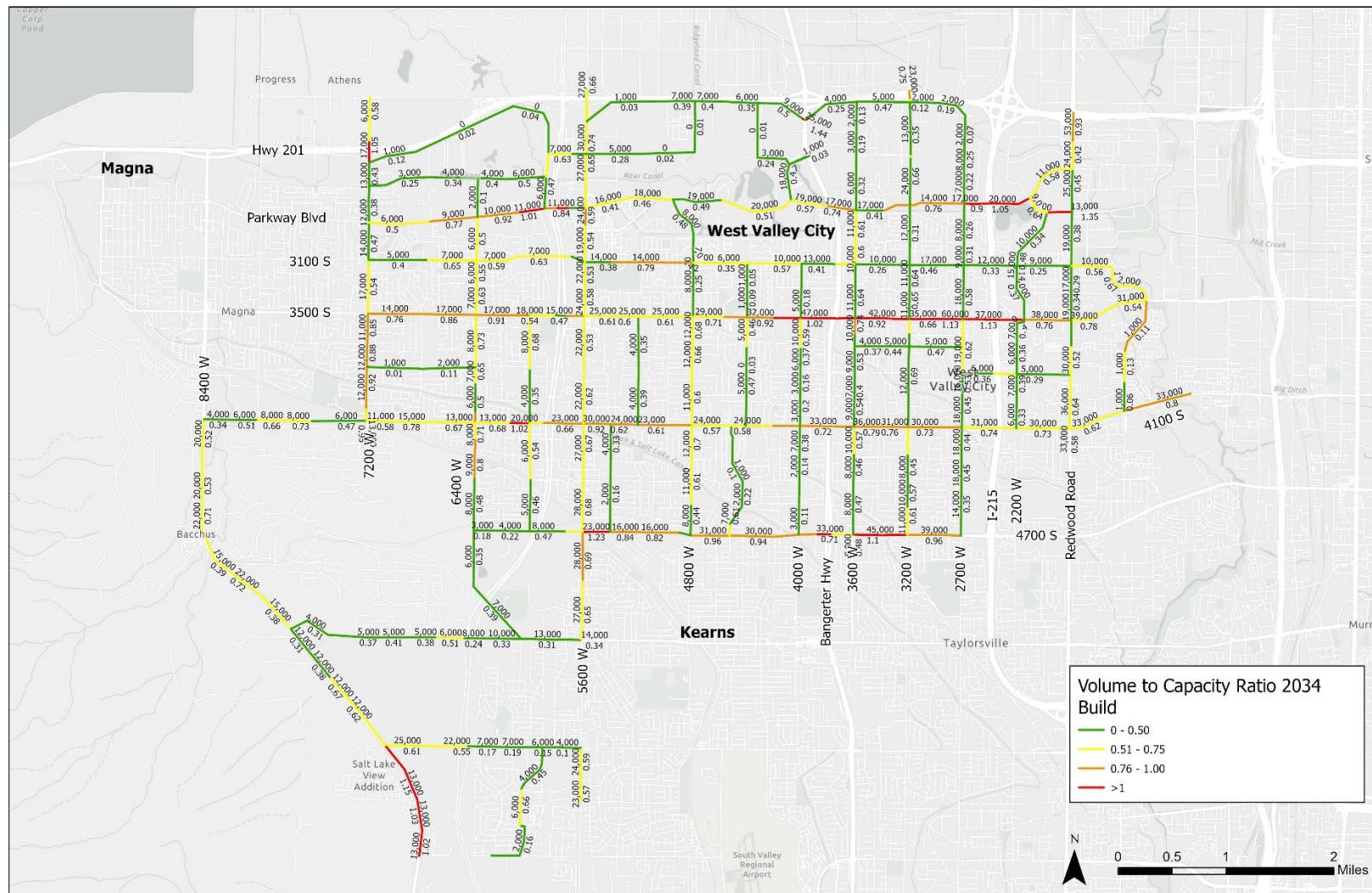
Figure 4: 2034 No Build Level of Service



Source: Parametrix, WFRC travel model v9.0.2.

Parametrix and West Valley City staff worked to develop capital improvement projects on the road segments that reflect the priorities of the City, will directly benefit expected new development, and relieve capacity deficiencies in the year 2034. Since the transportation system works as a network of improvements, projects were identified beyond those with 2034 estimated traffic volumes exceeding current, 2024, capacity at LOS D. Figure 5 depicts the forecasted LOS for the year 2034 in a scenario which includes IFFP projects.

Figure 5: 2034 Level of Service with Impact Fee Facilities Plan Projects



Source: Parametrix, WFRC travel model v9.0.2.

Future Facilities/Impact Fee Facilities Plan

To serve approximately 4,314 new residents and 4,496 new jobs projected through 2034, additional lane miles and intersection capacity are required. Figure 6 illustrates, and Table 4 lists, the projects included in the IFFP. The total cost is the planning level cost estimate to construct the project, while the IFFP cost is the cost attributable to the 10-year growth based upon existing and projected traffic volumes, pass-through traffic, existing deficiencies, and the amount of added capacity.

Figure 6: Impact Fee Facilities Plan

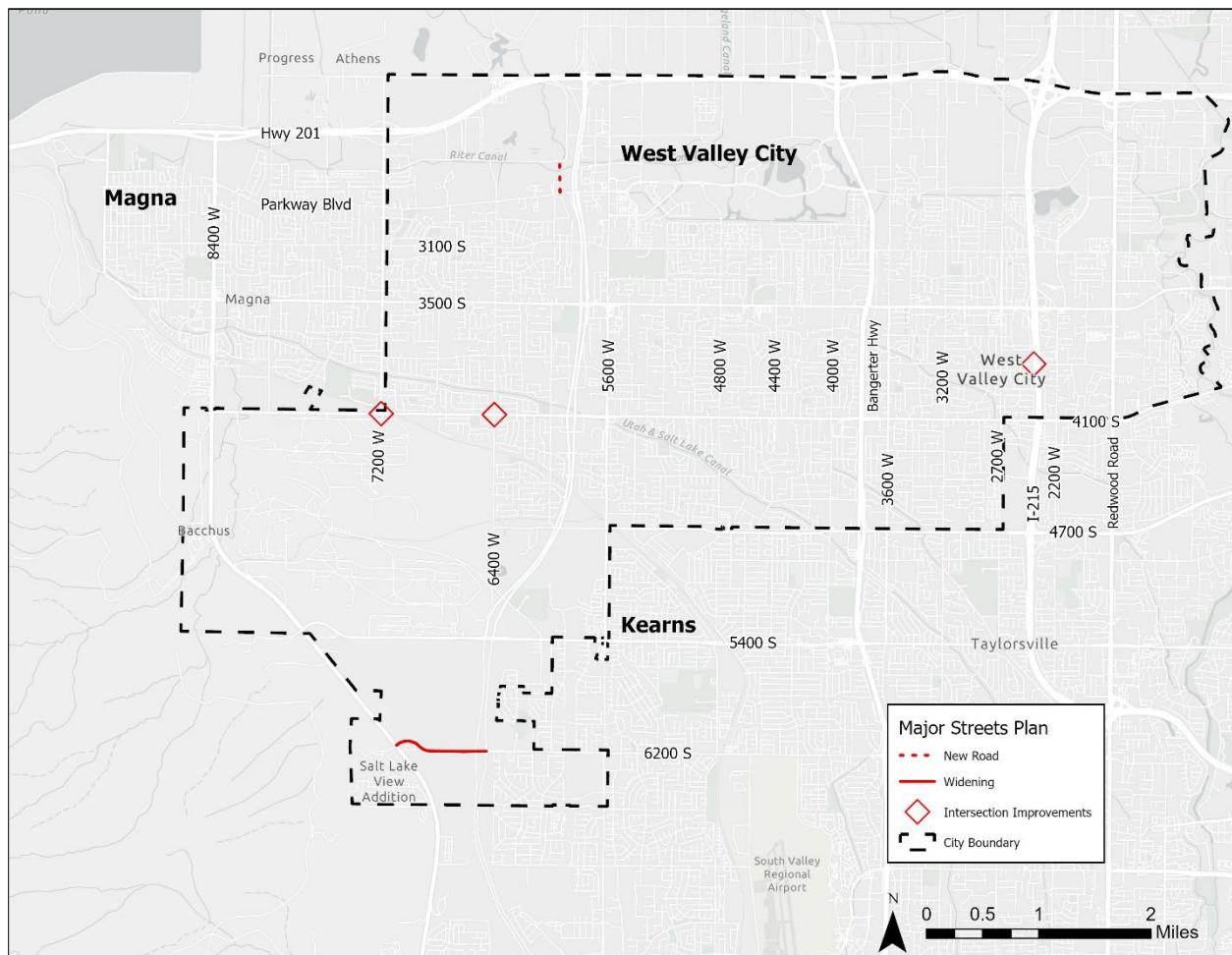


Table 4: Transportation Impact Fee Facilities Detail

Roadway	Start	End	Project Type	% Pass Through	New Capacity	Utilization of New Capacity by 10-year Growth ¹	Utilization of New Capacity by Existing Deficiencies	Total Cost	Cost for Existing Deficiencies	Cost for 10-Year Growth (IFFP)	Cost for Future Excess Capacity
6200 South	SR-111	MVC	Widening	64%	21,900	15%	22%	\$8,042,973.00	\$1,803,425.52	\$1,200,681.45	\$5,038,866.03
5900 West	Parkway Blvd	Beagley Rd	New Road	14%	9,800	56%	0%	\$7,642,005.00	\$0.00	\$4,267,320.55	\$3,374,684.45

¹Accounts for pass through traffic

Maximum Allowable Impact Fee

Table 6 summarizes the IFFP for West Valley City transportation. From the cost of the IFFP and the growth in trips by 2034, a maximum allowable transportation impact fee was calculated at \$202.99 for the West Valley service area.

Table 6: Maximum Allowable Impact Fee Calculation

Roadway Eligible Cost	\$5,468,002.00
Intersection Eligible Cost	\$3,455,551.00
Number of New Trips in 2034 ¹	54,519
Maximum Allowable Impact Fee/ Per Trip	\$163.68

Source: Parametrix

¹Based on the WFRC Travel Demand Model V9.0.2

Certification

I certify that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. Allowed under the Impact Fees Act; and
 - b. Actually incurred; or
 - c. Projected to be incurred or encumbered within six years after the day on which each impact fee is paid.
2. Does not include:
 - a. Costs of operation and maintenance of public facilities;
 - b. Costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. An expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act.

(Kai Tohinaka, Parametrix)

Appendix A – Cost Estimates

West Valley City - IFPP Opinion of Probable Costs - March, 2025				
6200 South (Mountain View Corridor to SR 111) - Widening 80' ROW - 5-Lane Minor Arterial - 3,825' Length				
Item	Unit	Unit Cost	Quantity	Cost
Roadway Excavation	C.Y.	\$55	17,914	\$985,290
Untreated Base Course	C.Y.	\$60	3,192	\$191,542
Granular Borrow	C.Y.	\$60	3,770	\$226,222
Curb and Gutter	L.F.	\$40	7,650	\$306,000
PCCP 9" Thick	S.Y.	\$115	7,650	\$879,750
Sidewalk	S.F.	\$10	45,900	\$459,000
Park Strip (Stamped Concrete)	S.F.	\$25	30,600	\$765,000
Pavement Marking	L.F.	\$2	26,775	\$53,550
Pavement Message	E.A.	\$200	60	\$12,000
Signs	E.A.	\$150	8	\$1,148
Weed Mitigation	S.F.	\$2	30,600	\$61,200
Subtotal - Construction Cost				\$3,940,702
SWPPP	L.S.	5%		\$197,035
Mobilization	L.S.	10%		\$394,070
Traffic Control	L.S.	5%		\$197,035
Utility Coordination	L.S.	10%		\$394,070
Subtotal - Construction Lump Sum Costs				\$1,182,211
Preconstruction Engineering	L.S.	15%		\$591,105
Construction Engineering	L.S.	12%		\$472,884
Subtotal - Engineering				\$1,063,990
Contingency	L.S.	30%		\$1,856,071
Total Project Cost				\$8,042,973

Notes:

- 1 Planning level IFPP estimate has a tolerance range of -50% to +200% and is subject to change based on design assumptions and existing conditions assessment.
- 2 Refer to Figure 3.2.1 in the 2020 West Valley City (WVC) Engineering Standards for the approved street sections.

West Valley City - IFFP Assumptions		
6200 South (Mountain View Corridor to SR 111) - Widening 80' ROW - 5-Lane Minor Arterial - 3,825' Length		
Parameters	Units	Qty
Portland Cement Concrete Pavement (PCCP)	IN	9
Untreated Base Course Thickness	IN	10
Granular Borrow Thickness	IN	12
Roadway Excavation Depth	FT	2.58
PCCP width	LF	24
Project Length	LF	3,825
Existing ROW Width	LF	106
Improved ROW Width	LF	106
ROW Width Change	LF	0
Estimate Year	AD	2025

Project Assumptions/Risks

- 1 Existing pavement removal and roadway excavation of the existing road.
- 2 Install one sign every 500 linear feet (LF).
- 3 Utility coordination will involve the integration of storm drainage systems.
- 4 Treatment of existing weeds will be provided for two years following the completion of construction.

West Valley City - IFFP Opinion of Probable Costs - March, 2025				
5900 West - New Road - 66' ROW				
3-Lane Collector				
Item	Unit	Unit Cost	Quantity	Cost
ROW Acquisition	S.F.	\$13	97,548	\$1,268,124
Bridge Structure	S.F.	\$250	2,800	\$700,000
Roadway Excavation	C.Y.	\$55	6,497	\$357,315
Untreated Base Course	C.Y.	\$60	2,090	\$125,400
Granular Borrow	C.Y.	\$60	2,518	\$151,084
Curb and Gutter	L.F.	\$40	2,956	\$118,240
PCCP 9" Thick	S.Y.	\$115	5,050	\$580,731
Sidewalk	S.F.	\$10	14,780	\$147,800
Park Strip (Stamped Concrete)	S.F.	\$25	14,780	\$369,500
Pavement Marking	L.F.	\$2	8,868	\$17,736
Pavement Message	E.A.	\$200	7	\$1,478
Sign	E.A.	\$150	3	\$443
Weed Mitigation	S.F.	\$2	14,780	\$29,560
Subtotal - Construction Cost				\$3,867,411
SWPPP	L.S.	5%		\$193,371
Mobilization	L.S.	10%		\$386,741
Utility Coordination	L.S.	10%		\$386,741
Subtotal - Construction Lump Sum Costs				\$966,853
Preconstruction Engineering	L.S.	15%		\$580,112
Construction Engineering	L.S.	12%		\$464,089
Subtotal - Engineering				\$1,044,201
Contingency	L.S.	30%		\$1,763,540
Total Project Cost				\$7,642,005

Notes:

- 1 Planning level IFFP estimate has a tolerance range of -50% to +200% and is subject to change based on design assumptions and existing conditions assessment.
- 2 Refer to Figure 3.2.1 in the 2020 West Valley City (WVC) Engineering Standards for the approved street sections.

West Valley City - IFFP
Opinion of Probable Costs - March, 2025

5900 West - New Road - 66' ROW

3-Lane Collector - 1,478' Length

Parameters	Units	Qty
Portland Cement Concrete Pavement (PCCP)	IN	9
Untreated Base Course Thickness	IN	10
Granular Borrow Thickness	IN	12
Roadway Excavation Depth	FT	2.58
Sidewalks	#	2
Curb to Curb width (TBC to TBC)	LF	46
Project Length	LF	1,478
Estimate Year	AD	2025

Project Assumptions/Risks

- 1 ROW acquisition is required from Rocky Mountain Power.
- 2 Install one sign every 500 linear feet (LF).
- 3 One pavement message will be placed every 200 linear feet (LF).
- 4 Utility coordination will involve the integration of storm drainage systems.
- 5 Treatment of existing weeds will be provided for two years following the completion of construction.

West Valley City - IFFP Opinion of Probable Costs - March, 2025				
7200 West 4100 South - Intersection Widening				
Item	Unit	Unit Cost	Quantity	Cost
Traffic Signal System	Lump	\$300,000	1	\$300,000
Road Queue Cutter at RR Xing	Lump	\$250,000	1	\$250,000
Asphalt Pavement Removal	S.Y.	\$25	2,389	\$59,722
Roadway Excavation	C.Y.	\$55	1,855	\$102,045
Untreated Base Course	C.Y.	\$60	664	\$39,815
Granular Borrow	C.Y.	\$60	796	\$47,778
HMA - 1/2 Inch	Ton	\$150	796	\$119,325
Pedestrian Access Ramps	E.A.	\$6,000	2	\$12,000
Sidewalk	S.F.	\$10	1,650	\$16,500
Curb and Gutter	L.F.	\$40	660	\$26,400
Park Strip (Stamped Concrete)	S.F.	\$25	1,650	\$41,250
Signs	E.A.	\$150	6	\$900
Pavement Message	E.A.	\$200	30	\$6,000
Pavement Marking	L.F.	\$2	800	\$1,600
Weed Mitigation	S.F.	\$2	3,300	\$6,600
Subtotal - Construction Cost				\$1,029,935
SWPPP	L.S.	5%		\$51,497
Mobilization	L.S.	10%		\$102,994
Traffic Control	L.S.	5%		\$51,497
Utility Coordination	L.S.	15%		\$154,490
Subtotal - Construction Lump Sum Costs				\$360,477
Preconstruction Engineering	L.S.	15%		\$154,490
Construction Engineering	L.S.	12%		\$123,592
Subtotal - Engineering				\$278,083
Contingency	L.S.	30%		\$500,549
Total Base Bid Cost				\$2,169,044

Notes:

- 1 Planning level IFFP estimate has a tolerance range of -50% to +200% and is subject to change based on design assumptions and existing conditions assessment.
- 2 Refer to Figure 3.2.1 in the 2020 West Valley City (WVC) Engineering Standards for the approved street sections.
- 3 Base Bid takeoffs extend south along 7200 W from the end of the existing sidewalk, covering 100 feet on either side of the 7200 W & 4100 S intersection.
- 4 See estimate 4100 South & Railroad - Intersection Widening for a breakdown of the bid alternate costs and exhibit. (\$1,860,756)

West Valley City - IFFP		
Opinion of Probable Costs - March, 2025		
7200 West 4100 South - Intersection Widening		
Parameters	Units	Qty
HMA Pavement Density	PCF	148
HMA Thickness (in) for reconstruction	IN	6
Untreated Base Course Thickness (in)	IN	10
Granular Borrow Thickness (in)	IN	12
Roadway Excavation Depth (Ft)	FT	2.16
Project Area (SF)	SF	21,500
New Sidewalk Connection (LF)	LF	330
Estimate Year	AD	2025

Project Assumptions/Risks

- 1 Traffic Signal System includes lighting luminaires fixed to signal poles, conduit, fixtures, connections, coordination, and utility relocation.
- 2 Construct a sidewalk along 4100 South and 7200 West, with curb, gutter, and a 5-foot park strip.
- 3 Partial reconstruction and widening of the T-intersection are necessary to meet future requirements for a 5-lane major arterial.
- 4 A new collector road from the development will connect to 4100 South, east of the railroad tracks.
- 5 Sidewalk crossing improvements at railroad are to be in accordance with FRA grade crossing standards.
- 6 Traffic signal system includes, but is not limited to: signal poles, supports, signal heads, detection systems, controller cabinet, signal timing and communication systems, concrete foundation, etc.
- 7 Railroad Crossing Safety Measures - A queue cutter will likely be required due to proximity of tracks to intersection.
- 8 Utility coordination will involve the integration of storm drainage systems.
- 9 Treatment of existing weeds will be provided for two years following the completion of construction.

West Valley City - IFFP Opinion of Probable Costs - March, 2025				
2400 West 3800 South - Intersection Update				
Item	Unit	Unit Cost	Quantity	Cost
Roadway Excavation	C.Y.	\$55	26	\$1,424
Sidewalk	S.F	\$10	200	\$2,000
Curb and Gutter	L.F.	\$40	180	\$7,200
Traffic Signal System	Lump	\$500,000	1	\$500,000
Rotomilling	S.Y.	\$3	778	\$2,333
HMA - 1/2 Inch	Ton	\$120	86	\$10,319
Pedestrian Access Ramps	E.A.	\$6,000	3	\$18,000
Pavement Message	E.A.	\$200	30	\$6,000
Pavement Marking	L.F.	\$2	350	\$700
Subtotal - Construction Cost				\$547,976
SWPPP	L.S.	5%		\$27,399
Mobilization	L.S.	10%		\$54,798
Traffic Control	L.S.	5%		\$27,399
Utility Coordination	L.S.	10%		\$54,798
Subtotal - Construction Lump Sum Costs				\$164,393
Preconstruction Engineering	L.S.	15%		\$82,196
Construction Engineering	L.S.	12%		\$65,757
Subtotal - Engineering				\$147,953
Contingency	L.S.	30%		\$258,097
Total Project Cost				\$1,118,419

Notes:

- 1 Planning level IFFP estimate has a tolerance range of -50% to +200% and is subject to change based on design assumptions and existing conditions assessment.
- 2 Refer to Figure 3.2.1 in the 2020 West Valley City (WVC) Engineering Standards for the approved street sections.

West Valley City - IFFP
Opinion of Probable Costs - March, 2025

2400 West 3800 South - Intersection

Parameters	Units	Qty
HMA Pavement Density	PCF	148
HMA Thickness for resurfacing	IN	2
Untreated Base Course Thickness	IN	N/A
Granular Borrow Thickness	IN	N/A
Rotomilling Depth	IN	2
Project Area	SF	7,000
Estimate Year	AD	2025

Project Assumptions/Risks

- 1 Split phase traffic signal system includes lighting luminaires fixed to signal poles, conduit, fixtures, connections, coordination, and utility relocation.
- 2 Pavement message consist of turning directional arrows and a green bike lane ladder pattern.
- 3 Existing curb and gutter to be removed (north side of intersection) and replaced with tighter curb radii to facilitate pedestrian movements & safety.
- 4 Asphalt within intersection to be resurfaced.
- 5 Existing pavement markings, including crosswalks, arrows, and safety indicators will be replaced.

West Valley City - IFPP Opinion of Probable Costs - March, 2025				
6400 West 4100 South - Intersection Update				
Item	Unit	Unit Cost	Quantity	Cost
Timing Adjustments	E.A.	\$5,000	1	\$5,000
Lighting System	E.A.	\$15,000	2	\$30,000
Rotomilling	S.Y.	\$3	833	\$2,500
HMA - 1/2 Inch	Ton	\$120	92	\$11,056
Pedestrian Access Ramps	E.A.	\$6,000	4	\$24,000
Pavement Message	E.A.	\$200	45	\$9,000
Pavement Marking	L.F.	\$2	400	\$800
	Subtotal - Construction Cost			\$82,356
SWPPP	L.S.	5%		\$4,118
Mobilization	L.S.	10%		\$8,236
Traffic Control	L.S.	5%		\$4,118
Utility Coordination	L.S.	10%		\$8,236
	Subtotal - Construction Lump Sum Costs			\$24,707
Preconstruction Engineering	L.S.	15%		\$12,353
Construction Engineering	L.S.	12%		\$9,883
	Subtotal - Engineering			\$22,236
Contingency	L.S.	30%		\$38,789
	Total Project Cost			\$168,088

Notes:

- 1 Planning level IFPP estimate has a tolerance range of -50% to +200% and is subject to change based on design assumptions and existing conditions
- 2 Refer to Figure 3.2.1 in the 2020 West Valley City (WVC) Engineering Standards for the approved street sections.

West Valley City - IFFP		
Opinion of Probable Costs - March, 2025		
6400 West 4100 South - Intersection		
Parameters	Units	Qty
HMA Pavement Density	PCF	148
HMA Thickness for resurfacing	IN	2
Untreated Base Course Thickness	IN	N/A
Granular Borrow Thickness	IN	N/A
Rotomilling Depth	IN	2
Project Area	SF	7,500
Estimate Year	AD	2025

Project Assumptions/Risks

- 1 Lighting includes luminaires fixed to signal poles, covering all conduit, fixtures, connections, coordination, and utility relocation.
- 2 Existing signal poles and heads are assumed to be adequate for future use.
- 3 Existing curb and gutter will remain, with striping and operational adjustments accommodating future traffic volumes.
- 4 The existing traffic signal heads, arms, and poles are adequate, requiring only signal timing adjustments.
- 5 Demolition includes pedestrian ramps, curb and gutter, and asphalt.
- 6 Existing pavement markings, including crosswalks, arrows, and safety indicators, are adequate and will be replicated during future restriping.

Item #:	_____
Fiscal Impact:	_____
Funding Source:	_____
Account #:	_____
Budget Opening Required:	NO _____

ISSUE:

Approval of a jurisdictional annex to the Salt Lake County Hazard Mitigation Plan.

SYNOPSIS:

Salt Lake County maintains a multi-jurisdictional hazard mitigation plan to assist emergency response in the event of a variety of potential threats. These threats include both manmade and natural disasters, such as flooding, cyberattack, and earthquakes. The hazard mitigation plan is regularly updated to address the changing nature of these threats. The jurisdictional annex includes information relevant to West Valley City and assists efforts across jurisdictions to respond when a disaster threatens a specific community.

BACKGROUND:

The City has participated in the County's Hazard Mitigation Plan as part of the City's overall preparations to respond to emergencies within the City. Cities and townships across the County approve similar documents to provide information relevant to emergency response within their communities.

RECOMMENDATION:

Approve the jurisdictional annex.

SUBMITTED BY:

John Evans
Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE WEST VALLEY CITY
JURISDICTIONAL ANNEX TO THE SALT LAKE
COUNTY HAZARD MITIGATION PLAN.**

WHEREAS, in the event of an emergency, agencies across Salt Lake County require up to date information concerning the hazards faced by West Valley City; and

WHEREAS, the City desires to participate in planning efforts with said agencies in order to render and receive assistance in the event of an emergency; and

WHEREAS, a Jurisdictional Annex to the Salt Lake County Hazard Mitigation Plan has been prepared by the City and Salt Lake County in order to ensure that other agencies can assist the City and that the City can assist other agencies when public health, safety, and welfare requires such assistance; 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 Jurisdictional Annex.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached Jurisdictional Annex is hereby approved for inclusion in the Salt Lake County Hazard Mitigation Plan.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City

*Jurisdictional Annex to the
Salt Lake County Hazard Mitigation Plan*

Month 2025 | Draft X.X



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West Valley City Annex

To participate in this multi-jurisdictional hazard mitigation plan (MJHMP) update for Salt Lake County (SLCo), the governing body of West Valley City passed a formal resolution, a copy of which is maintained at the local government offices.

Planning Process Contact Information

Table 1 provides information on the point of contact during the updating of the MJHMP.

Table 1: Contact Information for West Valley City

Name	Contact Information
John Evans	Phone: 801.232.0337 email: John.evans@wvc-ut.gov

West Valley City has a fully integrated approach to hazard mitigation planning and program implementation. During the 2024 update process, the MJHMP participation roles in Table 2 were recorded

Table 2: Participant List for West Valley City

Name	Title	Jurisdiction
Karen Lang	Mayor	West Valley City
Ifo Pilli	City Manager	West Valley City
John Evans	Fire Chief and Emergency Manager	West Valley City
Eric Bunderson	City Attorney	West Valley City
John Flores	Asst. City Manager	West Valley City
Dan Johnson	Public Works Director	West Valley City
Steve Pastoric	Community Development Director	West Valley City
Jerry Thompson	Chief Building Official	West Valley City
Jaime Milano	EM Support Specialist	West Valley City
Eric Bunderson	Asst. Emergency Manager	West Valley City
Ken Cushing	Information Technology Director	West Valley City

Existing Plans and Resources

Table 3 lists the plans and resources available to the county.

Table 3: Existing Plans and Resources of West Valley City

Plan, Study, Report, or Technical Information	Is it available online?	If online, add the link here.	Is it on SharePoint? Or where can we access it?	Comments
West Valley Master Plan and land use	Yes	www.wvc-ut.gov		
General Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/1865/General-Plan-2015-PDF		
Active Transportation Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/15758/WVC_Active_Transportation_Final_Report_090220		
Moderate Income Housing Plan	Yes	https://www.wvc-ut.gov/DocumentCenter/View/10882/2016-Moderate-Income-Housing-Plan-PDF		

Jurisdiction Profile

Date of Incorporation

1980

Location and Description

West Valley City is approximately 35.4 square miles and is approximately 4,400 feet above sea level. Situated along the northwest side of the Salt Lake Valley, it is bordered by Salt Lake City to the east, Magna to the west, and Taylorsville and Kearns to the south. The Oquirrh Mountains rise to the west of the city while the Jordan River forms its eastern boundary.

Population

The 2022 American Community Survey 5-Year Estimate from the U.S. Census Bureau records the population of West Valley City's population as 134,466 people.

Demographics

Most of the 134,466 people are between the ages of 25 and 34, with a median age of 33.3; 69,219 are males (51.5%) and 65,247 are females (48.5%). English is the primary language in 57.1% of homes, with 32.8% Spanish, other Indo-European languages 3.3%, Asian and Pacific Islander languages 4.5%, and 2.3% other languages.

Brief History

The first pioneers, which included Joseph and Susanna Harker, settled “over Jordan” in 1848, followed by others who developed farming communities. Canals in the 19th century brought irrigation and further enabled settlement of the area. By the early 20th century, construction of roads, schools, and churches increased social life, which was centered around the Mormon meetinghouse.

The Granger–Hunter Improvement District was established in 1950 to provide water and sewer services, enabling new subdivisions and sparking a residential boom. This brought rapid growth to the area eventually leading to the Granger–Hunter Community Council in 1964. West Valley City was officially incorporated in 1980 and is now the second largest city in Utah.

Climate

West Valley City experiences a cold semi-arid climate with hot, dry summers and cold, wet winters (Dsa Köppen classification). Summer temperatures can surpass 90°F with winter temperatures ranging from 20°F to 30°F. West Valley City experiences significant precipitation, with snowfall ranging from 40 to 50 inches and rainfall of approximately 16 inches each year.

Public Services

As the second largest city in Utah, West Valley City can provide a wide range of services. The city operates a police department, fire and EMS services, public works, planning & zoning, community development, parks and recreation, and many other government services.

The city offers community members the opportunity to participate on city boards and committees, including Board of Adjustments, Clean and Beautiful Committee, Historical Preservation Commission, License Hearing Board, Planning Commission, Professional Standards Review Board, and Sister City Committee.

Governing Body

The governing body of West Valley City consists of a mayor and a seven-member city council. The city council serves as the city government, performing executive functions of different natures. Members of this governing body are elected by the people.

Development Trends

The population of West Valley City, as with the rest of the Wasatch Front, is expected to grow through 2030 and beyond. Currently, high-rise buildings are being built and there are still large areas of older homes. As development continues, more educational opportunities on remodeling and retrofitting should be presented for residents. Internal growth, potential annexation, and increases in density in some areas will impact the overall population of the city. The average population is expected to become increasingly older.

Rapidly changing demographics and population growth will place different demands on aging housing stock. As West Valley City is approaching build-out in terms of raw land, these changes will raise important questions as to how the city grows, what is built, and where to invest resources and prepare for the future. Economic development has continued to be a priority for West Valley City's leaders. Business parks like Lake Park Corporate Center, West Ridge Commerce Park, Decker Lake Business District, and Metro Business Park include corporate headquarters, regional offices, and world-wide distribution centers for companies like Verizon Wireless, Frito Lay, Backcountry.com, United Parcel Service (UPS), and Discover Card. Economic development activities in the heart of the city include a complete redevelopment of Valley Fair Mall and an all-new transit oriented development, Fairbourne Station.

Jurisdiction-Specific Hazards and Risk

The Calculated Priority Risk Index (CPRI) is a comprehensive assessment tool for evaluating and prioritizing risks in a given context. It considers various factors, such as probability, impact, and urgency, to determine the level of risk associated with events or situations. The results for each hazard, including its risk factor (RF) value, are shown in Table 4. The results are based on the criteria in

Table 5 and the equation that follows it. The CPRI helps organizations and individuals make informed decisions about risk management and mitigation strategies. It provides a systematic approach to identifying and addressing potential issues, allowing for a more efficient allocation of resources and proactive risk prevention. With the CPRI, stakeholders can prioritize their focus on the most critical risks, leading to more effective risk management and, ultimately, better outcomes.

Table 4: Calculated Priority Risk Index Values for West Valley City

Type of Hazard Event	Probability of Future Events	Spatial Extent	Severity of Life/Property Impact	Warning Time	Duration	Response Capacity	Risk Factor Value
Avalanche	1	1	1	1	1	1	1
Drought	4	4	2	1	4	1	2.8
Earthquake	3	4	4	4	3	2	3.4
Extreme Heat	4	4	3	1	3	1	3
Extreme Cold	4	4	2	1	3	1	2.7
Flooding	4	3	3	3	3	1	3.1
Landslide/Slope Failure	1	1	2	4	1	1	1.6
Radon	4	4	2	1	4	2	2.9
Heavy Rain	4	3	2	3	1	1	2.6
High Wind	4	3	3	3	2	1	3
Lightning	4	2	2	4	1	1	2.6
Severe Winter Weather	4	3	2	2	2	1	2.6
Tornado	2	2	3	4	1	2	2.4

Type of Hazard Event	Probability of Future Events	Spatial Extent	Severity of Life/Property Impact	Warning Time	Duration	Response Capacity	Risk Factor Value
Wildfire	2	3	3	4	3	1	2.6
Dam Failure	1	1	1	2	2	1	1.2
Civil Disturbance	2	1	2	4	2	2	2.1
Cyberattack	2	3	3	4	3	2	2.7
Hazardous Materials Incident (Transportation & Fixed Facility)	3	1	2	4	1	1	2.2
Public Health Epidemic/ Pandemic	3	4	3	1	4	1	2.8
Terrorism	2	1	3	4	2	1	2.3

Table 5: Criteria for the Calculated Priority Risk Index

Risk Index Factor	Degree of Risk Level		Criteria	Factor Weight for Degree of Risk Level
Probability of Future Events	1	Unlikely	Less than 1 percent probability of occurrence in the next year or a recurrence interval of greater than every 100 years.	30%
	2	Occasional	1 to 10 percent probability of occurrence in the next year or a recurrence interval of 11 to 100 years.	
	3	Likely	11 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years.	
	4	Highly Likely	91 to 100 percent probability of occurrence in the next year or a recurrence interval of less than 1 year.	
Spatial Extent	1	Limited	Less than 10% of the planning area could be impacted.	10%
	2	Small	10%–25% of the planning area could be impacted	
	3	Significant	25%–50% of the planning area could be impacted.	
	4	Extensive	50%–100% of the planning area could be impacted.	
	1	Negligible	Less than 5% of the affected area's critical and non-critical facilities and structures are damaged/destroyed. Only minor property damage and	30%

Risk Index Factor	Degree of Risk Level		Criteria	Factor Weight for Degree of Risk Level
Severity of Life/Property Impact			minimal disruption of life. Temporary shutdown of critical facilities.	10%
	2	Limited	More than 5% and less than 25% percent of property in the affected area is damaged/destroyed. Complete shutdown of critical facilities for more than one day but less than one week.	
	3	Critical	More than 25% and less than 50% of property in the affected area is damaged/destroyed. Complete shutdown of critical facilities for over a week but less than one month.	
	4	Catastrophic	Over 50% of critical and non-critical facilities and infrastructures in the affected area are damaged/destroyed. Complete shutdown of critical facilities for more than one month.	
Warning Time	1	Self-defined	More than 24 hours	10%
	2	Self-defined	12 to 24 hours.	
	3	Self-defined	6 to 12 hours.	
	4	Self-defined	Less than 6 hours.	
Duration	1	Brief	Up to 6 hours.	10%
	2	Intermediate	Up to one day.	
	3	Extended	Up to one week.	
	4	Prolonged	More than one week.	
Response Capacity	1	High	Significant resources and capability to respond to this kind of event; staff are trained, experienced, and ready.	10%
	2	Medium	Some resources and capability to respond to this kind of staff; some staff may be trained, experienced, and ready while others may need additional support.	
	3	Low	Limited resources and capability to respond to this kind of event; additional staff or staff training needed.	
	4	None	No resources and capability to respond to this kind of event; additional outside support would be required.	

RISK FACTOR (RF) EQUATION

RF Value = [(Probability x 0.30) + (Spatial Extent x 0.10) + (Severity of Life/Property Impact x 0.30) + (Warning Time x 0.10) + (Duration x 0.10) + (Response Capacity x 0.10)]

Hazards with an RF value greater than or equal to 2.5 are considered high risk. Those with RF values of 2.0 to 2.4 are considered moderate risk hazards, and those with an RF value less than 2.0 are considered low risk. The highest possible RF value is 4.

Hazard Event History

Examining hazard event histories provides valuable insights to inform decision-making and help prioritize resources for risk prevention and response efforts. Per the Storm Events Database of the National Centers for Environmental Information, no significant hazard events have occurred in the West Valley planning area since the 2019 plan update.

National Flood Insurance Program Summary

West Valley City participates in the National Flood Insurance Program (NFIP). Table 6 and

Table 7 display statistics related to the NFIP. West Valley City does not participate in the Community Rating System (CRS).

Table 6: National Flood Insurance Program Status for West Valley City¹

Initial FHBM Identified	Initial FIRM Identified	Current Effective Map Date	Adopted Date	Date Joined NFIP	Tribal
11/02/1983	05/01/1986	09/25/2009	2009	05/01/1986	No

Table 7: National Flood Insurance Overview for West Valley City

Community ID	Number of Losses	Total Net Payment	Active Policies	Total Coverage
490245	6	\$5,903.28	107	\$32,229,000

West Valley City has designated the City Engineer as the Floodplain Administrator. The current Flood Damage Prevention Ordinance was adopted on 10/10/2009. The current effective FIRM is dated 9/25/2009. The Building Inspections Division is responsible for issuing permits. Engineering reviews the plans, permits, and construction sites as a part of this process, including permits for construction in the Special Flood Hazard Area. Substantial damage/substantial improvement determinations are made through the permitting and construction inspection process.

Jurisdiction-Specific Vulnerabilities and Impacts

Table 8 provides information on the vulnerable assets in West Valley City, including its critical facilities, highlighting the city's vulnerability to identified hazards. It also describes the potential impacts on the community arising from those vulnerabilities. Impacts refer to the consequences or effects of each hazard on the assets. By understanding the risks associated with these assets, local authorities can develop

¹ FIRM = Flood Insurance Rate Map, FHBM = Flood Hazard Boundary Map

proactive strategies to mitigate vulnerabilities and ensure the safety and functionality of these important assets during hazard events. This data is invaluable for decision-making and prioritizing resources for emergency response and preparedness efforts, ultimately contributing to more effective risk management and greater resilience within the community.

Vulnerabilities in West Valley City include the population of 134,466, and critical facilities such as 1 emergency operations center (EOC), 6 fire stations, 1 hospital, 2 police stations, 35 schools. Major transportation routes include I-215, Bangerter Highway, Mountain View Corridor, Highway 201, 3500 South, and 4100 South. Recreation assets include West Valley Family Fitness Center, Redwood Recreation Center, Stonebridge Golf Club, Utah Cultural Celebration Center, Hunter Park, and Utah First Credit Union Amphitheater.

Table 8: Jurisdiction-Specific Vulnerabilities and Impacts in West Valley City

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
Avalanche	NA	There is no risk of avalanche in West Valley because the city does not have terrain or snow accumulations that pose a risk.
Drought	People	<p><i>Vulnerability:</i> All West Valley residents are vulnerable to drought due to concerns about water supply and public health.</p> <p><i>Impacts:</i> Drought can limit water supply for drinking, cooking, cleaning, and other household uses. Drought can lead to decreased water quantity and quality, increasing the incidence of illness and/or disease. Drought also affects air quality due to increased dust.</p>
	Structures	<p><i>Vulnerability:</i> Homes, businesses, and public facilities are vulnerable to water scarcity.</p> <p><i>Impacts:</i> A lack of water can impact future development and landscaping. In addition, it can lead to increased costs for water. Water-reliant businesses, such as laundromats, restaurants, and car washes, may face higher costs or operational limitations due to water scarcity. Parks, public pools, and other recreational areas that rely on water may face closures or restricted operations due to reduced well water availability.</p>
	Economic Assets	<p><i>Vulnerability:</i> Businesses may suffer losses due to drought conditions.</p> <p><i>Impacts:</i> Prolonged drought may lead to water restrictions or increased costs for culinary water and irrigation water for landscaping. Drought conditions can affect the appeal of local outdoor attractions, reducing tourism and the revenue it generates for local businesses.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Trees, parks, and the Jordan River are vulnerable to drought.</p> <p><i>Impacts:</i> Drought can affect public health. Drought stresses trees and other vegetation, which may become more susceptible to disease and pests.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Water supply systems, agriculture, and emergency services are susceptible to drought.</p> <p><i>Impacts:</i> Reduced precipitation impacts water availability and crop yields. Fire departments may struggle with wildfire management due to limited resources. Public health facilities face water quality challenges</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		that affect drinking water and sanitation. Drought increases the risk of wildfire, threatening safety and property
	Community Activities	<i>Vulnerability:</i> Recreation and public events are vulnerable to drought. <i>Impacts:</i> Recreational spaces may struggle with maintenance, and households may encounter restrictions and costs for landscaping and pools. Parks and golf courses may experience deterioration in the health of vegetation and a decline in aesthetic appeal during drought. There may be decreased attendance at outdoor events.
Earthquake	People	<i>Vulnerability:</i> All West Valley residents are vulnerable to earthquakes. <i>Impacts:</i> People may be injured or killed by falling objects or collapsed structures. Many day-to-day activities, such as school and work, may be disrupted. Some people may be displaced from their homes. Those living in older buildings not up to seismic standards, families with young children, the elderly, and individuals with disabilities who may struggle to evacuate are vulnerable. Residents near fault lines, such as the West Valley Fault that traverses the city, and those in densely populated areas are also at higher risk. Furthermore, individuals lacking resources for disaster preparedness, such as emergency supplies and evacuation information, may find it difficult to respond effectively during an earthquake, thereby increasing their vulnerability. In addition, psychological effects, such as increased anxiety, can affect the community.
	Structures	<i>Vulnerability:</i> All structures in West Valley are vulnerable, including homes and businesses, particularly in high liquefaction zones. <i>Impacts:</i> Much of the northern and western areas of West Valley are in a high liquefaction potential zone. Structures in this area are more at risk of damage. Homes and businesses might sustain significant structural damage, posing safety risks. Shaking from a moderate to strong earthquake can damage walls, chimneys, and foundations. Damage may be extensive, and buildings may become unusable. Businesses may be forced to close, and residents may be displaced. Older buildings not built according to modern seismic codes, unreinforced masonry, and homes with inadequate foundations may be vulnerable. Many lack the retrofitting needed to withstand earthquakes, and those built on unstable soil or near fault lines are at higher risk. Large commercial buildings without flexible designs can sustain severe damage. Overall, outdated construction practices and poor site selection contribute to their vulnerability.
	Economic Assets	<i>Vulnerability:</i> Business and commerce are vulnerable to earthquakes. <i>Impacts:</i> The local economy, reliant on retail and services, could face significant disruptions during seismic events. Businesses will likely lose revenue and workers could be severely impacted by wage loss. Economic loss could be felt across the region. The sales tax base would be impacted by business losses. Repairs can lead to high costs, potential declines in property values, and disruptions to local businesses, ultimately impacting job availability and the overall economy.
	Natural, Historic, and	<i>Vulnerability:</i> Historic buildings and the Utah Cultural Celebration Center are vulnerable to earthquakes.

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Cultural Resources	<p><i>Impacts:</i> Historic structures and landmarks often lack modern seismic retrofitting, making them susceptible to damage. Cultural resources, including community centers, may also be at risk of damage, compromising their integrity and the heritage they represent.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> All critical facilities and infrastructure are vulnerable to earthquakes.</p> <p><i>Impacts:</i> Fire and police stations, healthcare facilities, schools, and government buildings may be damaged by earthquakes and their services may be disrupted.</p> <p>Water supply networks, wastewater systems, power distribution networks, and communication systems are also vulnerable to damage from earthquakes and may be inoperable. Critical facilities and government services may not be able to operate until these systems are restored.</p> <p>Several major transportation routes in West Valley could be damaged, and numerous local roads could be damaged and impassable. Road closures may delay emergency response and the delivery of goods and materials as well as inhibit recovery.</p>
	Community Activities	<p><i>Vulnerability:</i> Day-to-day activities, work, education, and community events may be canceled following an earthquake.</p> <p><i>Impacts:</i> Response and recovery efforts may disrupt activities following an earthquake. A stronger magnitude earthquake will likely result in more extended disruptions and cancellations.</p>
Extreme Heat	People	<p><i>Vulnerability:</i> All residents are vulnerable to extreme heat. Vulnerable populations may experience more extreme effects. Vulnerable populations during extreme heat include adults over 65, individuals with pre-existing health conditions, and young children, as they struggle to regulate body temperature. Socioeconomically disadvantaged individuals may lack access to cooling resources, while outdoor workers are at higher risk of heat-related illnesses due to physical labor without adequate hydration and rest.</p> <p><i>Impacts:</i> Extreme heat can significantly affect public health, increasing the risk of heat-related illnesses, especially among vulnerable populations. Individuals without access to shade, air conditioning, and water are vulnerable to heat-related illnesses such as heat exhaustion, heat stroke, and dehydration. In addition, extreme temperatures worsen air quality by raising ozone levels, which poses respiratory risks. Extreme heat can hinder students' learning.</p>
	Structures	<p><i>Vulnerability:</i> Extreme heat can be detrimental to homes, businesses, industry, and city-owned buildings.</p> <p><i>Impacts:</i> Residential buildings with inadequate insulation and ventilation, and commercial buildings lacking reflective roofing and proper shading, may be vulnerable. Materials like metal and glass can amplify heat retention, while areas with limited green space typically experience higher temperatures. West Valley can experience urban heat island effects, which keep temperatures warmer even at night.</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Economic Assets	<p><i>Vulnerability:</i> Business may suffer losses due to extreme heat.</p> <p><i>Impacts:</i> Agricultural operations can have reduced yields and higher water demand due to heat stress. The outdoor recreation industry may see decreased participation during heat waves, affecting local businesses that rely on visitors. Construction and other outdoor occupations may lose productivity during extreme heat.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Parks and recreation are vulnerable to extreme heat.</p> <p><i>Impacts:</i> Extreme heat can stress vegetation and wildlife in open spaces and parks, causing them to lose their appeal and see reduced use. Local plant species and wildlife habitats can suffer from drought conditions, leading to reduced biodiversity. Extreme heat can also contribute to the risk of wildfire. Historic buildings may degrade due to high temperatures, causing materials to deteriorate and paint to peel.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> City facilities, hospitals, and transportation systems are vulnerable to extreme heat.</p> <p><i>Impacts:</i> Healthcare facilities may experience increased demand due to heat-related medical issues. Schools and other public buildings can suffer from the strain on cooling resources. Some facilities may see increased demand as residents seek out city facilities for relief from the heat.</p> <p>Transportation systems are at risk of damage, such as buckling roads and warped train tracks, which can cause significant disruptions on the many major roads that pass through West Valley.</p> <p>Power grids may be strained by higher demands for electricity for cooling, leading to potential outages.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events and recreational activities are vulnerable to extreme heat.</p> <p><i>Impacts:</i> Activities like outdoor sports, fairs, and markets are vulnerable to extreme heat. These events can pose risks, particularly for participants such as youth athletes and elderly residents who may suffer from heat-related illnesses. Extreme heat may necessitate delays or cancellations of these activities.</p>
Extreme Cold	People	<p><i>Vulnerability:</i> All West Valley residents are vulnerable to extreme cold. Some populations may face higher risk or more severe effects.</p> <p><i>Impacts:</i> Below-freezing temperatures occur annually in West Valley. Individuals exposed to extreme cold can experience life-threatening health effects such as hypothermia and frostbite. The elderly face increased risks due to health issues and mobility challenges, while children may be susceptible if they lack proper winter clothing. Individuals experiencing homelessness or financial hardship often lack access to heated shelters and resources for protection against the cold. Those with pre-existing health conditions may experience worsening symptoms at low temperatures. Low-income residents may struggle with the increased costs of heating their homes.</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	<p><i>Vulnerability:</i> Residential homes, commercial buildings, and unheated spaces like sheds may be vulnerable.</p> <p><i>Impacts:</i> Homes with poor insulation or inadequately sealed windows and doors are prone to significant heat loss. Older buildings lacking modern energy efficiency standards may also suffer from freezing pipes and structural damage.</p>
	Economic Assets	<p><i>Vulnerability:</i> Business are vulnerable to disruptions caused by extreme cold.</p> <p><i>Impacts:</i> Businesses face increased heating costs. Agriculture, infrastructure, and energy-related businesses may be at risk. Agricultural operations, such as greenhouses and livestock farms, may experience crop and livestock losses, impacting revenue. Icy roads can disrupt transportation networks, affecting logistics and supply chains, while power lines risk outages from ice accumulation, impacting local businesses. Energy-intensive facilities may face higher operational costs due to increased heating needs.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Open space, parks, vegetation, and wildlife are vulnerable to extreme cold.</p> <p><i>Impacts:</i> Due to prolonged cold, local vegetation and wildlife habitats may suffer from plant stress and reduced food availability. This may affect the Jordan River riparian area. Historic structures, especially those not built for severe weather, can deteriorate from below-freezing temperatures and ice. Culturally significant sites, including monuments and public art, may also be damaged.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> City facilities and transportation systems are vulnerable to extreme cold.</p> <p><i>Impacts:</i> Facilities are at risk of water failure or damage if pipes freeze or heating is not adequate. Water infrastructure can face frozen pipes and equipment failures. Icy conditions may increase accident risks on transportation infrastructure, and power generation facilities may struggle to meet heating demands. City resources may be strained to provide warming centers when Code Blue is in effect.</p>
	Community Activities	<p><i>Vulnerability:</i> Community activities and recreation are vulnerable to extreme cold.</p> <p><i>Impacts:</i> Youth sports, festivals, and outdoor markets are vulnerable to extreme cold. Harsh temperatures can deter participation, impacting community engagement. At-risk groups, such as the elderly and young children, face health risks like frostbite and hypothermia, further limiting outdoor involvement. In addition, poorly insulated buildings or inadequate heating in community centers can make gatherings uncomfortable.</p>
Flooding (and Heavy Rain)	People	<p><i>Vulnerability:</i> Residents in flood zones near the Jordan River and unsheltered populations are vulnerable to flooding</p> <p><i>Impacts:</i> Residents in flood zones are at risk of injury and may also be displaced from their homes. Flooding primarily affects residents in low-lying areas near rivers and streams, especially during heavy rainfall or snowmelt. In West Valley, flood zones are along the Jordan River, Coon Creek, and a few isolated low-lying areas. Public health may also be compromised due to waterborne diseases and stress-related issues. Individuals without reliable transportation may struggle to</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		evacuate quickly, while low-income families often lack resources for flood-prevention measures. The elderly and those with disabilities may face mobility challenges, increasing their risk during emergencies. Overall, factors such as geographic location, economic status, and physical ability contribute to the community's varying levels of vulnerability to flooding.
	Structures	<p><i>Vulnerability:</i> All structures in flood hazard zones are vulnerable to flooding.</p> <p><i>Impacts:</i> Both residential and commercial structures are vulnerable to flooding, primarily those in low-lying areas or near the Jordan River. Flooding can cause costly water damage. Residential properties in floodplains and commercial buildings without proper drainage systems or flood-resistant designs face significant risks during heavy rain or snowmelt. Older structures may be more susceptible due to outdated construction standards.</p>
	Economic Assets	<p><i>Vulnerability:</i> Businesses in flood zones are vulnerable to flooding.</p> <p><i>Impacts:</i> Commercial properties, especially retail centers and warehouses near the Jordan River or low-lying areas, are at high risk during heavy rainfall. Structures and inventory can be damaged by flooding, causing lost revenue. Businesses may also be faced with declining property values or increased insurance costs. Public infrastructure, such as roads and utilities, may experience disruptions, which may further impair business operations.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> The Jordan River, open spaces, parks, and the Utah Cultural Celebration Center are vulnerable to flooding.</p> <p><i>Impacts:</i> Natural areas like wetlands and streams are at risk of habitat destruction or damage from erosion. Cultural resources, such as parks and public spaces, can become unusable, affecting community events. The Utah Cultural Celebration Center is within the flood zone and could be damaged. Runoff may contain contaminants that affect water quality in the river.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Three schools are in flood hazard zones, as are major roads such as Highway 201, 900 West, and 1700 West.</p> <p><i>Impacts:</i> Flooding could affect major transportation routes. Damaged or blocked roads can disrupt emergency response and isolate communities. In addition, inadequate drainage systems and urban development encroaching on floodplains increase these risks.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events and recreation activities are vulnerable to flooding.</p> <p><i>Impacts:</i> Outdoor events, sports, and farmers' markets are vulnerable to flooding. Parks and open spaces can quickly become inundated during heavy rainfall or rapid snowmelt. Events may be postponed or canceled.</p>
Landslide	N/A	There is minimal risk in West Valley. The terrain is mostly flat, which presents little risk of landslides.
Radon	People	<p><i>Vulnerability:</i> Twenty-seven percent of homes tested in West Valley have dangerous levels of radon (utahradon.org).</p> <p><i>Impacts:</i> Residents in homes with high levels of radon are at high risk of lung cancer. Homeowners in older buildings in areas with high</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		radon potential are most at risk. Families with young children or elderly members are especially at risk due to their increased sensitivity to health impacts. Many residents may not test for radon, making them unaware of dangerous levels. Increased awareness and public health initiatives are vital for protection.
	Structures	<p>Vulnerabilities: Radon poses minimal impacts on structures, as it is primarily a health risk.</p> <p>Impacts: Although radon doesn't directly impact structures, the condition of structures contributes to radon levels that pose a risk to occupants. Structures with concrete slabs or basements are particularly vulnerable to radon exposure, as radon can seep in from the soil. Homes in areas with high uranium content are at greater risk, especially in older houses with inadequate ventilation. Cracks in floors and walls can allow radon to enter. Incorporating radon-resistant construction in new developments is also essential for safety.</p>
	Economic Assets	<p>Vulnerability: Home values are vulnerable to the presence of radon.</p> <p>Impacts: The presence of radon can lead to health issues, decrease property values, and complicate real estate transactions, impacting homeowners and investors alike.</p>
	Natural, Historic, and Cultural Resources	There is minimal vulnerability of these resources to radon.
	Critical Facilities and Infrastructure	<p>Vulnerability: Public buildings are vulnerable to radon exposure.</p> <p>Impacts: Schools in high-radon areas pose risks for children if they do not have proper ventilation. Healthcare facilities also are at risk, affecting both patients and staff. Other city buildings, such as fire and police stations, may have leaks in foundations that may expose employees to radon. Inadequate construction practices and a lack of awareness about radon risks often heighten vulnerability.</p>
	Community Activities	<p>Vulnerability: There is limited vulnerability of public events to radon.</p> <p>Impacts: Radon is a long-term exposure risk and hasn't typically affected day-to-day activities.</p>
High Wind	People	<p>Vulnerability: The entire population of West Valley City is vulnerable to high wind. Wind events occur over a large area and can impact the whole city as well as neighboring jurisdictions.</p> <p>Impacts: High wind can cause injuries if people are struck by blowing debris or falling tree limbs. The elderly may face mobility challenges that hinder their ability to seek shelter, while children might not fully grasp the dangers of severe weather. Individuals with disabilities or health issues may struggle to react quickly. Those living in mobile homes or poorly constructed houses are at greater risk of damage, as are people who work outdoors and may be exposed during sudden wind events.</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	<p>Vulnerability: All structures in West Valley City, including mobile home parks, are vulnerable to high wind.</p> <p>Impacts: High winds may down trees, damage roofs, and break windows. Structures can also be damaged by trees uprooted by high wind. Carports, sheds, fences, and accessory structures are easily damaged by high winds and can contribute to blowing debris. West Valley has 10 mobile/manufactured home communities that are at high risk due to their inability to withstand strong high winds and their insecure foundations.</p> <p>Single-story homes, commercial buildings, and agricultural facilities like barns may be at risk. Residential homes with large flat roofs or lightweight materials may struggle to withstand strong winds, while commercial buildings with extensive glass can suffer from breakage and structural damage. Agricultural structures often lack proper reinforcement, making them prone to collapse. The vulnerability of these buildings is heightened in open areas with no landscaping or natural windbreaks, which can help diffuse wind energy.</p>
	Economic Assets	<p>Vulnerability: Business operations are vulnerable to disruption from high wind events.</p> <p>Impacts: Commercial buildings, such as retail stores, might have large signage and awnings that can be damaged, leading to business interruptions. Businesses may not be able to conduct normal operations if power is out or roads are blocked by debris. Agricultural assets, such as greenhouses and livestock facilities, face risks from wind destruction, impacting crops and animals. Infrastructure, including power lines and roads, can be compromised, resulting in outages and disruptions. The vulnerability of these assets is largely due to construction quality, location, and the presence of loose materials that can become projectiles.</p>
	Natural, Historic, and Cultural Resources	<p>Vulnerability: Trees, open spaces, and parks are vulnerable to high winds.</p> <p>Impacts: Natural resources, like mature trees and agricultural lands, are vulnerable to high winds, which can cause uprooting and wind erosion. Historic structures also may be at risk if their materials are not resilient, potentially leading to damage or collapse. Cultural resources, such as outdoor art installations and community spaces, can be disrupted or damaged by strong winds. These vulnerabilities are primarily due to the structural integrity of the resources and their exposure to the elements.</p>
	Critical Facilities and Infrastructure	<p>Vulnerability: Power distribution systems, communication, and transportation infrastructure are vulnerable to high winds.</p> <p>Impacts: Utility infrastructure, such as power lines and communications towers, is at risk, potentially leading to outages. Bridges and overpasses may be compromised, and falling branches from nearby trees can pose hazards to property and access routes. This vulnerability stems from design limitations and the materials used.</p>
	Community Activities	<p>Vulnerability: Public events, sports, and recreational activities are vulnerable to high winds.</p> <p>Impacts: Outdoor events like festivals and sporting activities may involve injury from falling debris and damaged structures. Farmers'</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		markets and open-air concerts can also face challenges, as vendor tents can be uprooted. Events may be delayed or canceled. In addition, recreational activities in parks—such as picnics and playground use—become unsafe during high winds. The vulnerability of these activities stems from their outdoor settings, where structures and unattached items can easily be compromised, leading to safety risks and disruptions.
Lightning	People	<p><i>Vulnerability:</i> Lightning can occur anywhere in West Valley City, and all populations are vulnerable. People engaging in outdoor recreational activities are at increased risk. Unhoused populations are also at risk.</p> <p><i>Impacts:</i> Lightning can cause severe injury or death. Outdoor enthusiasts, including athletes and golfers, are at risk during thunderstorms due to their exposure in open areas and may struggle to find shelter quickly. In addition, young children and the elderly are more vulnerable, as they may not be aware of the dangers of lightning or may be slower to seek protection. Those lacking access to warning systems or education on lightning safety are at further risk during severe weather.</p>
	Structures	<p><i>Vulnerability:</i> All structures are vulnerable to lightning strikes.</p> <p><i>Impacts:</i> Lightning can ignite fires or cause electrical damage from power surges. Due to their height and exposure, tall buildings, communications towers, and open-frame agricultural barns are particularly vulnerable to lightning strikes. Those with metallic components or inadequate grounding systems face increased risk because metal conducts electricity. In addition, residential homes near tall trees may be at risk if the trees are struck and energy is transferred to the structure.</p>
	Economic Assets	<p><i>Vulnerability:</i> Business operations are vulnerable to disruption from lightning.</p> <p><i>Impacts:</i> Local businesses may suffer if there is a prolonged power outage or lightning event. There are cascading events if lightning is coupled with heavy rain or high winds. Tall structures like communications towers and power lines are at high risk, as are agricultural buildings, such as barns and silos, which can suffer damage to stored crops and livestock. Commercial buildings with metal roofing or equipment may face electrical surges, disrupting operations. In addition, outdoor recreational areas that attract crowds are at risk during thunderstorms, posing dangers to infrastructure and public safety. Tourism and recreation industries experience an economic burden that includes increased insurance claims and repair costs.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Trees and parks are vulnerable to lightning.</p> <p><i>Impacts:</i> Mature trees in parks can attract lightning due to their height. Trees or playground equipment could be damaged. Historic buildings made of wood or flammable materials are at risk of igniting. Cultural resources, such as monuments and outdoor sculptures, can also be damaged by lightning. The risk increases in areas with frequent thunderstorms and dry conditions. Lightning can spark wildfires in nearby areas, threatening property and the environment.</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Power networks, communication networks, emergency response, and healthcare facilities are vulnerable to lightning. Communications towers, schools, hospitals, and power lines may be at risk. Communications towers attract lightning due to their height and metal structure. Schools and hospitals, as public gathering places, can be at risk if they do not have proper lightning protection systems. Power lines and substations are also susceptible, potentially causing power outages. Critical facilities may be disrupted if they lack power. Essential services could be disrupted if there are road closures or debris on the road from the lightning. Additionally, it may be difficult to help hospital patients if there are downed power lines or power disruptions.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events are vulnerable to lightning. <i>Impacts:</i> Outdoor recreational areas that attract crowds are at risk during thunderstorms, posing dangers to infrastructure and public safety. Events may be delayed or canceled. Sports practices, concerts, picnics, and festivals are particularly vulnerable to lightning strikes. Participants in these events often find themselves in open areas without adequate shelter and may be unprepared for sudden weather changes, leading to dangerous situations. Water-related activities, such as swimming and fishing, also increase risk due to water's conductivity.</p>
Severe Winter Weather	People	<p><i>Vulnerability:</i> Severe winter weather can affect the entire city. All of West Valley City is potentially vulnerable to severe winter weather. <i>Impacts:</i> Unsheltered populations are vulnerable to exposure or hypothermia. Heavy snow, blizzards, and snow squalls happen frequently in the winter months. Snowy or icy conditions can lead to injuries from slips and falls. Elderly individuals may struggle with mobility and health issues, while young children lack the awareness needed to navigate severe weather safely. People with disabilities often depend on assistance that might not be available during storms. In addition, those without reliable transportation can become stranded, and low-income families in inadequate housing may lack resources for heating and snow removal.</p>
	Structures	<p><i>Vulnerability:</i> Homes and businesses face some risk from severe winter weather, but significant damage is uncommon. <i>Impacts:</i> Flat-roofed buildings are prone to snow accumulation, risking roof collapse if not cleared. Older homes might have weakened roofs or inadequate insulation, making them susceptible to snow load and ice dams. Commercial buildings with large open spaces may face risks if their roofs do not meet snow load requirements. Temporary structures like tents are especially vulnerable, as they are not designed to handle heavy snow. Roof design, material quality, and the age of the building are key factors in how well a structure can withstand heavy snowfall.</p>
	Economic Assets	<p><i>Vulnerability:</i> Business disruptions and increased costs to the city are vulnerabilities during severe winter weather. <i>Impacts:</i> Retail businesses can experience significant losses from decreased customer traffic and delayed shipments. Construction projects may face delays and increased costs. Transportation and</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		logistics companies are particularly impacted, as snow can hinder vehicle movement, leading to delivery delays. In addition, public services may struggle to maintain continuity during severe weather events. These conditions can lead to increased costs for businesses and the city for snow removal and have a substantial economic impact.
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Parks and open spaces are vulnerable to severe winter weather.</p> <p><i>Impacts:</i> Natural resources like trees can break under heavy snow, which can cause damage in parks. Cultural resources, including public art and community spaces, face access issues during severe winter weather.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Transportation, power, and communication systems are vulnerable to severe winter weather.</p> <p><i>Impacts:</i> Transportation networks, like roads and bridges, can become impassable, hindering emergency responses. Transit lines may also face delays. Utilities, such as power and water supply systems, are at risk of disruptions from downed lines. Communications infrastructure can be damaged, impeding signals. These vulnerabilities stem from reliance on systems that may not be equipped to handle extreme winter weather.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events are vulnerable to severe winter weather.</p> <p><i>Impacts:</i> Community gatherings may be at risk of delays or cancellations. Severe weather can lead to low attendance, travel delays, and access issues for essential services, such as emergency response and healthcare.</p>
Tornado	People	<p><i>Vulnerability:</i> Any member of the West Valley City population could be affected by a tornado. Tornadoes are rare but could potentially occur anywhere in the city.</p> <p><i>Impacts:</i> Residents are vulnerable to serious injury from blowing debris, uprooted trees or falling limbs, and structural collapse. Individuals living in mobile homes face higher risks, as these structures can be easily damaged. Those with limited mobility, such as the elderly and people with disabilities, may struggle to reach safety quickly. Families with young children might have difficulty ensuring everyone's safety during a warning. In addition, residents unfamiliar with tornado preparedness or without timely weather alerts are at greater risk.</p>
	Structures	<p><i>Vulnerability:</i> Any structure near or on the path of a tornado is vulnerable. This could occur anywhere in West Valley City, and all buildings are vulnerable. Mobile homes face more severe damage.</p> <p><i>Impacts:</i> West Valley has 10 mobile/manufactured home communities that are at high risk due to their inability to withstand strong winds and insecure foundations. Other homes and businesses could sustain heavy damage from a tornado, including roofs torn from homes, broken windows, and walls damaged or compromised.</p> <p>Single-story homes and those with flat roofs often lack the support needed to withstand high winds. Mobile homes are particularly at risk due to their light weight and insecure foundations. Older commercial buildings and large-span structures, such as warehouses, can have</p>

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		roofs easily lifted by tornado winds. Overall, inadequate materials, poor design, and age increase the risk of damage from tornadoes.
	Economic Assets	<p><i>Vulnerability:</i> Businesses throughout the city are vulnerable to tornadoes.</p> <p><i>Impacts:</i> Tornadoes can damage retail and commercial structures, warehouses, hotels, restaurants, and other businesses. Damage to power or communication systems can cause temporary business closures. Operational downtime and damage to structures and inventory may lead to lost revenue and potentially lost wages or layoffs. Roads and bridges can be compromised, disrupting transportation and service access.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Parks and trees are vulnerable to tornadoes.</p> <p><i>Impacts:</i> West Valley City's parks and open spaces could be severely damaged by tornado. Trees, playground equipment, and other outdoor features could be damaged.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Fire and police stations, city facilities, hospitals, and utility systems are vulnerable to tornadoes. Any aboveground facilities in the path of the tornado could be affected.</p> <p><i>Impacts:</i> Public safety buildings, schools, or other civic facilities may need emergency inspections or repairs and may be closed temporarily. Hospitals, schools, and emergency response centers are vulnerable to tornadoes due to their structural design and large open spaces that may not withstand high winds. Utilities like water treatment plants and power stations are also at risk, as damage to these facilities can disrupt essential services. In addition, any structures not built to modern codes might lack the reinforcements necessary to endure severe weather, increasing vulnerability for the facilities and surrounding communities.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events are vulnerable to tornadoes.</p> <p><i>Impacts:</i> Outdoor festivals, sports events, and markets are vulnerable to tornadoes due to their open spaces and limited options to provide shelter. Temporary structures, such as tents, can be easily damaged by high winds. Schools and recreational facilities with large glass windows or weak roofs also face significant risks.</p>
Wildfire	People	<p><i>Vulnerability:</i> A small portion of West Valley City is vulnerable to wildfire, primarily in open spaces near the Jordan River, along Highway 201, and in the far western section of the city between U-111 and Mountain View Corridor. Residents near these areas are at risk.</p> <p><i>Impacts:</i> Residents near these areas may need to evacuate if a wildfire occurs. Individuals with physical disabilities or health issues who may struggle to evacuate, and low-income families lacking resources for fire safety measures, may be vulnerable. Older adults might have reduced mobility, making them more dependent on others for assistance. The entire valley could experience poor air quality and related health impacts from a wildfire in the region. Children, the elderly, and those with respiratory health problems are at higher risk for complications from poor air quality.</p>
	Structures	<i>Vulnerability:</i> Homes and businesses near moderate wildfire risk zones are vulnerable.

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		<p><i>Impacts:</i> Most properties are not in dense vegetation, but those made of wood or near heavily vegetated areas may be vulnerable. Properties near the Wildland-Urban Interface are at higher risk due to surrounding flammable vegetation. Inadequate defensible space, such as insufficient clearing of dry grass and shrubs, increases susceptibility. Roofs made of combustible materials and buildings that lack fire-resistant features are particularly at risk during wildfire events.</p>
	Economic Assets	<p><i>Vulnerability:</i> Business near open spaces are vulnerable to wildfire. <i>Impacts:</i> Properties near wildland areas are at high risk, especially if they lack defensible space and fire-resistant landscaping. Commercial assets, such as retail centers close to grassland or undeveloped regions, can suffer damage from flames and smoke, affecting the local economy. Agricultural lands also are susceptible, as wildfires can destroy crops and livestock, leading to financial losses. Vital infrastructure, such as power lines and water pipelines, can be disrupted, causing further economic repercussions. These vulnerabilities are heightened by dry conditions and high winds, which can facilitate the spread of fires. Outdoor recreation businesses, such as golf courses, could see fewer visits if air quality is poor.</p>
	Natural, Historic, and Cultural Resources	<p><i>Vulnerability:</i> Vegetation, parks, and water quality are vulnerable to wildfires. <i>Impacts:</i> Natural resources like forests and grasslands are at risk because dry vegetation and accumulated brush can easily ignite. The increasing frequency of drought and extreme heat, exacerbated by climate change, heightens these vulnerabilities. Riparian vegetation and wildlife along the Jordan River could be affected. Erosion and runoff following a fire may degrade water quality in creeks and rivers.</p>
	Critical Facilities and Infrastructure	<p><i>Vulnerability:</i> Power and emergency services are vulnerable to disruptions from wildfires. <i>Impacts:</i> No critical facilities were identified in areas at risk of wildfire. Fires elsewhere in the county could contribute to utility disruptions or outages. There may be increased demands on city facilities and services.</p>
	Community Activities	<p><i>Vulnerability:</i> Public events are vulnerable to wildfires. <i>Impacts:</i> Recreational activities and outdoor events, such as festivals and sports, may experience risk, especially during hot, windy conditions. Outdoor events may be canceled due to wildfire smoke. In addition, landscaping with dry grasses and shrubs increases susceptibility during fire season, putting local infrastructure, such as schools and neighborhoods, at risk.</p>
Dam Failure	N/A	No significant or high hazard dams are located in West Valley City, and no inundation boundaries from neighboring cities affect West Valley assets.
Civil Disturbance	People	Low-income individuals may lack the resources for safety, while the elderly or disabled may struggle to navigate emergencies. Young people, particularly teenagers, may be drawn into unrest, influenced by social dynamics. In addition, marginalized individuals may feel targeted or compelled to participate. A lack of community cohesion and trust in authorities can further heighten tensions.

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Structures	Government buildings, commercial properties, and infrastructure, such as bridges and transportation hubs may be vulnerable. Government buildings may be targeted for their symbolic authority, while retail stores can attract crowds during protests. Residential neighborhoods also can be affected, especially in areas with heightened tensions. The vulnerability of these structures stems from their visibility and importance to the community, combined with factors such as location and ongoing social issues.
	Economic Assets	Retail establishments, especially shopping centers, are at risk as they often become focal points for protests. Transportation systems can be disrupted by blockades, hindering access to services. Financial institutions may face vandalism or theft, while critical service providers, such as hospitals, could experience strain during unrest. Several economic assets are vulnerable to civil disturbances, primarily due to their visibility and reliance on foot traffic.
	Natural, Historic, and Cultural Resources	Parks and open spaces may suffer from vandalism or destruction during uncontrolled events. Historic sites can become targets, as they symbolize authority or cultural significance. Cultural resources, such as community centers and places of worship, also may be affected, as they play a vital role in community identity. Their vulnerability lies in the potential for damage during protests.
	Critical Facilities and Infrastructure	Governmental buildings, schools, and healthcare facilities may be at risk, since they often symbolize authority and serve as community hubs, making them targets during unrest. Utility infrastructure, such as water and power facilities, is also at risk of disruption. Its visibility and essential services contribute to its vulnerability during civil disturbances.
	Community Activities	Public demonstrations, parades, and local government meetings are particularly vulnerable to civil disturbances. These events often attract large crowds and can become tense, especially around contentious social or political issues. Factors such as the local demographic, economic conditions, and recent events can heighten these vulnerabilities, making it easier for conflicts to arise during passionate public gatherings.
Cyberattack	People	Older adults often lack familiarity with technology and online security, making them easy targets for phishing scams. Individuals engaging in online banking or shopping without strong security measures also face heightened risks. Families with children may be less vigilant about internet safety, allowing cybercriminals to exploit personal information. In addition, small business owners without robust cybersecurity practices are prime targets for attacks that can disrupt operations.
	Structures	Critical infrastructure, such as power plants, water treatment facilities, and transportation systems, often lack robust cybersecurity measures. Commercial businesses, especially financial institutions and healthcare providers, also are at risk due to weaker data protection and employee training. Educational institutions may be vulnerable because of limited funding for cybersecurity and outdated software. Obsolete technology and insufficient training enhance the susceptibility of these structures to cyber threats.

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Economic Assets	Financial institutions, such as banks and credit unions, are at risk of data theft and service disruption. Small and medium-sized businesses often lack robust cybersecurity measures, making them attractive targets. In addition, local government agencies and critical infrastructure, such as water treatment facilities, might have outdated security protocols, posing threats to public safety. The rise of remote work further exacerbates vulnerabilities, as employees accessing networks from home can unintentionally expose systems to risks. Overall, the combination of outdated technology and insufficient cybersecurity practices increases the vulnerability of an area's economic assets.
	Natural, Historic, and Cultural Resources	Natural resources like water management systems and wildlife databases can be compromised, disrupting ecosystems. Historic sites and museums that digitize collections are at risk of losing valuable artifacts and data. In addition, cultural organizations managing events may face threats if their systems lack adequate security. The limited resources of smaller organizations further increase this vulnerability.
	Critical Facilities and Infrastructure	Energy and utility services, such as electricity and water systems, which often rely on outdated technology, may be vulnerable. Transportation infrastructure, such as traffic management and public transit, is also at risk due to networked systems. Healthcare facilities that use electronic records and connected medical devices face vulnerabilities that can compromise patient safety.
	Community Activities	Online registration for events, local government services, and educational programs that rely on digital tools may be targeted due to inadequate security measures, outdated software, and insufficient staff training.
Hazardous Materials Incident (Transportation & Fixed Facility)	People	Individuals with pre-existing health conditions, such as respiratory issues, and the elderly are at higher risk due to their compromised health. Children also are more susceptible. Those living near industrial areas or transport routes for hazardous materials face increased exposure risk, while low-income families may lack resources and information to effectively prepare for incidents.
	Structures	Industrial facilities, such as manufacturing plants and warehouses, often store hazardous chemicals which may leak. Residential buildings, schools, and hospitals also are at risk, particularly if located along transportation routes for hazardous materials. Older buildings may lack modern safety features, increasing their vulnerability.
	Economic Assets	Industrial facilities, transportation infrastructure, and nearby commercial properties may be affected. Industrial facilities handling chemicals are at risk of spills or leaks, while roads and railways used for transporting hazardous materials can lead to accidents and contamination. In addition, nearby commercial and residential areas face potential health risks and economic losses.
	Natural, Historic, and Cultural Resources	Waterways and habitats are vulnerable to hazardous materials incidents, which can disrupt ecosystems. Historic sites and structures may suffer damage from toxic exposure, leading to degradation over time. In addition, cultural landmarks risk losing their significance due to contamination events. The proximity of these resources to industrial areas or transport routes exacerbates their risk.

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
	Critical Facilities and Infrastructure	Chemical manufacturing plants, waste treatment facilities, and transportation networks, such as highways and railroads may be at risk. Their vulnerability stems from factors such as proximity to residential areas, aging infrastructure, and inadequate safety measures. Natural hazards, such as flooding and earthquakes, can further increase risks by damaging containment systems.
	Community Activities	Local markets, school events, and outdoor gatherings are vulnerable to hazardous materials incidents if they are near industrial zones and transport corridors. This risk is heightened by inadequate emergency preparedness, lack of public awareness, and the potential for spills during transport. Large crowds at events can complicate evacuation efforts, increasing the risks for participants and nearby residents.
Public Health Epidemic/ Pandemic	People	Individuals with pre-existing health conditions like asthma and heart disease and adults over 65 may be vulnerable. Low-income families may struggle to access healthcare and vaccinations, increasing their risk. Marginalized communities with limited access to information and those living in high-density conditions also are at greater risk due to the rapid spread of diseases and the challenges in implementing preventive measures.
	Structures	Several structures are vulnerable to public health epidemics or pandemics, particularly due to their ability to facilitate the spread of disease. High-density residential areas, such as apartment complexes, are at risk, as close living quarters can lead to faster transmission. Public gathering spaces, such as schools and community centers, also pose significant threats because large groups are in confined spaces. Healthcare facilities can become hotspots for infections if infection control measures are insufficient. In addition, workplaces with high foot traffic, such as retail stores, contribute to vulnerability.
	Economic Assets	Small businesses in retail, hospitality, and food service are particularly vulnerable to public health epidemics or pandemics. These sectors face risks from fluctuating consumer demand and potential operational restrictions. The tourism industry also is affected, as travelers may avoid high-risk areas. Healthcare facilities can become overwhelmed, straining resources and impacting operations. In addition, local supply chains may experience disruptions, leading to shortages and inflation. Overall, the direct effects of illness, along with prolonged shutdowns and consumer hesitance, leave these economic assets exposed to significant downturns.
	Natural, Historic, and Cultural Resources	Natural resources like wildlife and ecosystems can be disrupted by increased human activity, raising the risk of zoonotic diseases. Historic sites may deteriorate due to reduced visitor access and funding, while cultural resources, such as community events, face cancelations, impacting social connections.
	Critical Facilities and Infrastructure	Public health epidemic or pandemic incidents can affect healthcare facilities, nursing homes, public transportation systems, schools, and food supply chains. Hospitals and clinics may become overwhelmed with patients, while vulnerable populations in nursing homes are at higher risk. Public transportation can facilitate the spread of disease, and schools gather large groups, thereby increasing transmission potential. These facilities often lack adequate resources, including

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		medical supplies and testing capabilities, making them more susceptible to the impacts of a health crisis.
	Community Activities	Large gatherings like festivals and sporting events can facilitate the rapid spread of diseases due to close contact. Public transportation also is at risk, as it serves many people in confined spaces. Schools and childcare facilities are particularly susceptible, given that children can easily transmit infections. In addition, food-related events, such as farmers' markets, can pose risks if hygiene practices are not followed. The interconnectedness of community members and varying adherence to health guidelines further exacerbate these vulnerabilities.
Terrorism	People	Young children and newcomers may lack awareness of potential threats, while the elderly and individuals with disabilities may struggle to respond quickly in emergencies. Marginalized communities often face bias, making them more susceptible to targeting. In addition, those with lower socioeconomic status may lack access to security measures and emergency preparedness resources.
	Structures	Government buildings, transportation hubs, commercial centers, and public spaces are particularly vulnerable to terrorism incidents. Government buildings are symbolic targets, while transportation hubs and commercial centers are attractive due to their potential for high casualties and crowd presence. Public spaces also are at risk due to their open nature and lack of security. Their vulnerability is heightened by inadequate security measures, high occupancy rates, and their locations in densely populated areas, which can amplify the impact of incidents.
	Economic Assets	Infrastructure, commercial establishments, and community facilities may be vulnerable. Critical infrastructure, such as transportation networks and power grids, could disrupt the economy if targeted. Commercial establishments, especially those with high foot traffic, and community facilities like schools and hospitals also are at risk, as they can provoke widespread concern and disruption. Their accessibility and interconnectivity increase vulnerability, meaning that damage to one asset can have a broader economic impact and hinder recovery efforts.
	Natural, Historic, and Cultural Resources	Natural resources like water supplies and parks could be targeted for their significance to the community. Historic sites and cultural resources, such as museums or community centers, also are at risk due to their accessibility and importance to local identity. Their vulnerability is often heightened by inadequate security measures.
	Critical Facilities and Infrastructure	Public transportation systems, healthcare facilities, schools, and utility services like water and power plants may be affected. Their vulnerability arises from high accessibility and the potential impact of an attack, as crowded transportation and public spaces can lead to mass casualties and panic. Attacking utility services could disrupt the city's essential functions, creating chaos.
	Community Activities	Festivals, parades, and sporting events are particularly vulnerable to terrorism incidents. These events attract large crowds, making it easier for perpetrators to inflict harm and instill fear. In addition, community centers and places of worship serve as social hubs, increasing their

Hazard	Vulnerable Assets	Description of Vulnerability and Impacts
		risk. Factors such as limited security measures and open access to public spaces contribute to this vulnerability.

Hazards Not Profiled

Avalanche, Landslide/Slope Failure, and Dam Failure have been omitted from further discussion of hazard impacts and from mitigation actions. As shown in the hazard description in Volume 1, avalanche and landslide risk is primarily in the Wasatch and Oquirrh Mountains in Salt Lake County. West Valley City has mostly flat terrain and minimal risk of impacts from these hazards. Also, no high hazard dams or dam inundation boundaries are in West Valley City. No previous occurrences of avalanche, landslide, or dam failure have impacted West Valley City.

Jurisdiction-Specific Changes in Vulnerability

Hazard events can impact communities, infrastructures, and ecosystems. The severity of these impacts can be influenced by climate change, population patterns, and land use developments. Understanding these factors is crucial for West Valley City to develop a resilient community and minimize the impacts of hazards. Table 9 displays the unique changes within the community and the related effects on each identified hazard affecting West Valley City.

Table 9: Jurisdiction-Specific Changes in Vulnerability in West Valley City

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Avalanche	N/A	N/A	N/A	N/A
Drought	Climate change affects drought incidents by altering precipitation patterns and increasing temperatures. Warmer weather can lead to longer dry periods and more severe droughts, while changes in rainfall can reduce snowpack in nearby mountains, crucial for summer water supply. Higher temperatures also increase evaporation rates, further straining local water resources.	Drought can significantly influence population patterns by impacting economic opportunities and the quality of life. Water scarcity often leads to reduced agricultural productivity, prompting residents to migrate to areas with more stable job prospects. Increased water costs can make living less affordable, driving some residents away. Conversely, efforts to address drought, such as sustainable development or improved water management, may attract newcomers, resulting in changes in the community's demographic composition over time.	Increased development of new commercial businesses, including the Valley Fair Mall, increases water demand in the city and increases the risk of drought.	Increased
Earthquake	Rising temperatures can lead to glacial melting, which affects pressure on tectonic plates and may trigger seismic activity through isostatic rebound. In addition, increased rainfall and flooding can erode soils, weakening structural integrity and heightening vulnerability during earthquakes. Although the direct links between climate change and earthquakes are still under investigation, environmental	Earthquakes can significantly alter population patterns by prompting residents to leave for safer areas after a seismic event. This migration can lead to changes in population density and attract new residents and businesses during the rebuilding process. The perception of the area as a safe place to live may shift, impacting long-term demographics, as some residents return to rebuild while others relocate permanently.	New development in West Valley City is exposed to earthquakes from active faults in the city. Although these developments are at risk, they are built to current codes that mitigate most of the risk.	Stayed the same

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	effects may impact the region's seismic risk.			
Extreme Heat	Climate change significantly impacts extreme heat by increasing the frequency and intensity of heat waves. Rising global temperatures lead to longer and hotter summers, affecting residents and local infrastructure while heightening health risks, especially for vulnerable populations. Urban heat islands from reduced vegetation and extensive pavement further amplify these effects.	By causing residents to relocate due to damaged homes or safety concerns. Some may move to areas perceived as safer or seek better job opportunities elsewhere. The economic impact and infrastructure damage can also make certain neighborhoods less desirable, leading to shifts in demographics and the socioeconomic landscape as new residents with different backgrounds move in.	The high amount of development increases population and reduces vegetation, both of which can increase temperatures during extreme heat events.	Increased
Extreme Cold	By increasing the intensity of winter storms. Higher atmospheric temperatures allow for more moisture, resulting in heavier snowfall and potentially lower temperatures during these events. In addition, fluctuations in weather patterns may disrupt seasonal cycles, leading to unpredictable periods of extreme cold mixed with warmer spells.	By driving some residents to relocate to warmer areas. Harsh winters can hinder economic activities and deter new residents and businesses, influencing housing demand and the attractiveness of certain neighborhoods. This may disproportionately affect lower-income families, leading to changes in demographics and socioeconomic stratification in the community.	Increased growth of commercial and residential developments in West Valley City increases energy demand during extreme cold events, stressing the electrical grid.	Increased
Flooding	Higher temperatures increase the frequency and intensity of extreme weather events and alter precipitation patterns. They lead to more intense rainstorms and accelerated snowmelt from nearby mountains, raising water levels in	Flooding can significantly alter population patterns by displacing residents from affected areas, leading them to seek shelter elsewhere. This may cause a population decline where flooding occurs, as individuals might hesitate	No developments in West Valley City have been located in the special flood hazard area. Increased impervious surfaces due to development across Riverton could contribute to	Decreased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	rivers and streams. This combination raises the risk of flooding, especially in areas with inadequate drainage and urban development in flood-prone zones, heightening the potential for damage to homes and infrastructure.	to return due to ongoing risks or property damage. As neighborhoods become less desirable, people may migrate to safer areas, changing demographic trends and putting pressure on housing in those regions. Over time, these shifts can influence urban planning and development, as local governments address flooding risks and changing population needs.	ponding and other pluvial flooding.	
Landslide/ Slope Failure	N/A	N/A	N/A	N/A
Radon	Climate change can affect radon levels by altering soil temperatures and moisture conditions. Higher temperatures may increase radon emissions from the ground, while heavy rainfall can change groundwater and soil saturation, impacting radon migration into buildings.	Radon exposure can influence population patterns as increased health awareness may drive families to move away from areas with high radon levels. This shift could particularly affect vulnerable groups, changing demographics and demand in the housing market. Homes with lower radon levels may become more sought after, and public health campaigns can encourage community action, making previously undesirable areas more attractive once mitigation measures are implemented.	Development in West Valley City has not led to increased risk of radon.	Same
Heavy Rain	Climate change increases the frequency and intensity of heavy rain, as higher temperatures allow the atmosphere to hold more moisture. This leads to stronger	Heavy rain can shift population patterns by pushing residents out of flood-prone areas and attracting them to safer neighborhoods. Frequent flooding may lead to	Increased impervious surfaces due to development across West Valley City could contribute to ponding and other types of pluvial flooding.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	storms, flash flooding, and overwhelmed drainage systems.	evacuations and economic disruptions, prompting relocations. Over time, ongoing heavy rains can affect housing demand and community stability, altering the city's population distribution.		
High Wind	Climate change affects high winds by altering atmospheric patterns and increasing extreme weather events. Rising temperatures may lead to more substantial, unpredictable winds and more frequent thunderstorms, posing risks to infrastructure and air quality.	High winds can alter population patterns by making certain areas less desirable. Frequent damage may drive residents to safer neighborhoods, deter newcomers, and slow growth in affected regions.	Development in West Valley City has not increased the risk of high winds.	Increased
Lightning	Climate change increases temperatures and alters precipitation, leading to more intense thunderstorms and frequent lightning strikes. Urbanization can enhance this effect, posing risks to public safety and infrastructure.	Lightning can influence population patterns by causing property damage and wildfires, leading some residents to relocate. Areas with higher lightning activity may deter new residents, while safer locations could increase migration as people seek protection from severe weather.	Development in West Valley City, especially multistory developments, has slightly increased the risk of lightning strikes.	Increased
Severe Winter Weather	Climate change impacts heavy snow and blizzards by altering precipitation patterns. Higher temperatures can lead to more rain than snow, affecting snowpack levels—additionally, increased storm intensity results in heavier, more unpredictable snowfall.	Increased population equals an increased number of people needing to get to work and quicker snow removal. Heavy snow or blizzards can impact population patterns by influencing where people live and work. Transportation disruptions may lead residents to seek housing closer to jobs, increasing density in some areas while depopulating others.	With large development increases in West Valley City, the risk of damage and increased responsibility for severe winter storms has gone up. With new subdivisions, the city is responsible for plowing, rescues, and evacuations during heavy snow events.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
		Families might also avoid regions with frequent heavy snowfall, shifting demand to milder areas. Over time, these trends can alter community demographics and economic activity, prompting adjustments in city planning and resource allocation.		
Tornado	Climate change may increase the frequency and intensity of tornadoes. Higher temperatures lead to more moisture in the air, creating conditions for severe thunderstorms. Changes in wind patterns and precipitation can also heighten tornado risks, resulting in more destructive storms and greater threats to infrastructure and communities.	Tornadoes can influence population patterns by prompting residents to move to safer areas after damage occurs. This can decrease density in affected neighborhoods while increasing the demand for housing in safer regions. New residents may also move in for recovery opportunities, altering demographics. Over time, repeated tornado threats might push long-term residents to areas with better disaster preparedness, reshaping the city's population distribution.	West Valley City is not at high risk for tornadoes, but the increased development slightly raises the risk by building more structures in the city that could be damaged.	Increased
Wildfire	By raising temperatures and creating drier conditions, prolonged droughts lead to more dry vegetation, which serves as fuel for fires. Erratic seasons extend the growing period, while more lightning strikes can ignite wildfires. These factors heighten the threat to ecosystems and community safety.	Displaced individuals often seek safer areas, shifting demographics, while declining property values might deter newcomers. Conversely, some may be drawn to rebuilding efforts, impacting long-term growth and community dynamics.	Developments on the western side of the city, near the Oquirrh Mountains, are adjacent to high-risk wildfire areas and are at higher risk themselves.	Increased
Dam Failure	N/A	N/A	N/A	N/A

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Civil Disturbance	Climate change can increase civil disturbances by intensifying environmental stresses and social tensions. Rising temperatures may lead to droughts, wildfires, and poor air quality, particularly affecting vulnerable communities. Resource scarcity, especially water, can spark conflicts and protests. In addition, an influx of migrants from harder-hit areas may strain local resources, further escalating tensions. This cycle of unrest is driven by the impacts of climate change on the environment and community dynamics.	By encouraging residents to move for safety, leading to outflows and new arrivals. These events can reveal social issues, impacting community dynamics, employment, and property values, ultimately reshaping demographics, and social cohesion.	Development in West Valley City has not increased the risk of civil disturbance.	Increased
Cyberattack	Possible attack on the industry, which is seen as producing large amounts of greenhouse gases and burning fossil fuels. Climate change can heighten cyberattack risk by increasing vulnerabilities during extreme weather. Disruptions like power outages offer cybercriminals opportunities, but focusing on emergency responses can weaken cybersecurity measures. As organizations adopt new technologies to cope with climate impacts, they may unintentionally introduce additional vulnerabilities.	Cyberattacks can change population patterns by eroding trust in essential services. Compromised systems may cause residents to leave due to safety concerns, while high-profile incidents can deter businesses, leading to job losses. This perception of vulnerability may also make the city less appealing to newcomers, resulting in demographic shifts and affecting local development.	Development in West Valley City has not increased the risk of cyberattack.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
Hazardous Materials Incident (Transportation & Fixed Facility)	Climate change elevates the risk of hazardous materials incidents by increasing extreme weather events like heavy rain and wildfires. These events can breach storage tanks and heighten material volatility. Vulnerable infrastructure can lead to more spills or accidents, while climate shifts may also introduce new challenges for managing hazardous substances and public health.	By causing evacuations and temporary declines in density. In the long run, unsafe areas may deter new residents, affecting growth and diversity. In addition, negative perceptions can lower property values and economic prospects, leading families to relocate, which impacts local demographics.	Development in West Valley City has not increased the risk of a hazardous materials incident.	Increased
Public Health Epidemic/ Pandemic	By increasing the spread of vector-borne diseases and raising the risk of waterborne illnesses due to flooding or drought. Worsening air quality can also exacerbate respiratory conditions like asthma, especially in vulnerable populations.	By prompting migration for safety and better healthcare. Vulnerable groups may move to areas with improved services, while economic instability can drive people to seek new employment opportunities. In addition, restrictions like quarantine measures can limit movement and social interactions, reshaping the community's demographics and impacting local economies.	Development in West Valley City has not increased the risk of an epidemic/pandemic.	Increased
Terrorism	Terroristic activity is sometimes centered around climate change. Climate change impacts terrorism incidents by creating conditions of resource scarcity and social unrest. Increased competition for essential resources, such as water, can fuel tensions, making communities more vulnerable to extremist ideologies. Extreme weather events may disrupt social	Terrorism incidents can alter population patterns by instilling fear and prompting residents to relocate to perceived safer areas, resulting in demographic shifts and potential declines in property values. Some neighborhoods may see an outflow of residents, while others could experience an influx of people seeking refuge from violence. In addition, increased security	Development in West Valley City has not increased the risk of a terrorism incident.	Increased

Type of Hazard Event	Effects of Climate Change	Changes in Population Patterns	Changes in Land Use and Development	Overall Vulnerability
	<p>order and infrastructure, offering terrorist groups opportunities to exploit crises. In addition, climate-driven population displacement can heighten tensions in receiving areas, raising the risk of domestic terrorism. Law enforcement's focus on climate-related challenges can also limit its capacity to address terrorism threats. Ultimately, while climate change may not directly cause terrorism, its effects can create an environment conducive to extremist activities.</p>	<p>measures may deter businesses and residents from certain locations, leading to long-term changes in population density and urban development patterns.</p>		

Additional Public Involvement

West Valley City provided several opportunities for public participation. Figure 1 is an example of public outreach.



Figure 1: Social Media Post for the Hazard Mitigation Survey

Plan Integration

Incorporating the underlying principles of the Hazard Mitigation Plan and its recommendations into other plans is a highly effective and low-cost way to expand their influence. All plan participants will use existing methods and programs to implement hazard mitigation actions where possible. As previously stated, mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and public service. This plan builds on the momentum developed through previous and related planning efforts and mitigation programs, and it recommends implementing actions where possible through these other program mechanisms. These existing mechanisms include the following:

- Regularity Capabilities
- Administrative Capabilities
- Fiscal Capabilities

Respective planning stakeholders will conduct implementation and incorporation into existing planning mechanisms and will be done through the routine actions of:

- Monitoring other planning/program agendas
- Attending other planning/program meetings
- Participating in other planning processes; and

- Monitoring community budget meetings for other community program opportunities.

The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Regular efforts should be made to monitor the progress of mitigation actions implemented through other planning mechanisms. Where appropriate, priority actions should be incorporated into planning updates. Table 10 lists existing planning mechanisms in which the Hazard Mitigation Plan has been integrated. Table 11 lists the opportunities for integrating elements of this plan into other plans

Table 10: Previous Plan Integration by West Valley City

Plan	Description
Community Emergency Management Plan	Updated the new plan to align it with the county and surrounding cities. Part of the plan was for some education and response.
City Codes	Adoption of the latest code series allows for building construction to take into account hazards and mitigation efforts

Table 11: Opportunities for Integration with Future Plans of West Valley City

Plan	Description
Community Wildfire Protection Plan	This plan will have to be updated yearly. It outlines areas of the city which could be impacted by wildfire.
Evacuation Plans	This plan will assist the citizens in evacuations for all types of emergencies. The plan will be in coordination with county efforts.

Capability Assessment

Local mitigation capabilities are existing authorities, policies, programs, and resources that reduce hazard impacts or could help carry out hazard mitigation activities.

Planning and Regulatory Capabilities

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that prevent and reduce the impacts of hazards.

Table 12: Assessment of the Planning Capabilities of West Valley City

Plan	Does it address hazards? (Y/N)	How can it be used to implement mitigation actions?	When was the last update? When is the next update?
General Plan	Y	Zoning for new developments	2025
Capital Improvement Plan	Y	We can provide funding for education and for matches to grants.	Yearly
Climate Change Adaptation Plan	Unknown	Unknown	Unknown

Plan	Does it address hazards? (Y/N)	How can it be used to implement mitigation actions?	When was the last update? When is the next update?
Community Wildfire Protection Plan	Y	We provide mitigation and training to areas in our city which are at risk.	2024
Economic Development Plan	Y	Planning for future of the city	Ongoing
Land Use Plan	Y	This is part of the general plan and is updated at the council's direction.	Ongoing
Local Emergency Operations Plan	Y	Provides the response and education for all hazards identified in the city	Yearly
Stormwater Management Plan	Y	Mitigation with flooding potentials and storm runoffs	Updated again in 2026
Transportation Plan	Y	We are currently looking at evacuation routes and planning	Will update in 2025
Substantial Damage Plan	Unknown	Unknown	Unknown
Other? (Describe)			

Table 13: Assessment of the Regulations and Ordinances of West Valley City

Regulation/Ordinance	Does it effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was the last update? When is the next update?
Building Code	Yes; West Valley City adopted the 2021 International Building Code.	Yes by building and fire	Last code cycle 2023
Flood Insurance Rate Maps	Unknown	Unknown	Unknown
Floodplain Ordinance	Unknown	Unknown	Unknown
Subdivision Ordinance	Yes	Yes to ensure proper zoning and safety of the building	On going and with the general plan
Zoning Ordinance	Yes	Locations of all types of structures	Ongoing
Natural Hazard-Specific Ordinance (Stormwater, Steep Slope, Wildfire)	Yes	Wildfire and Storm water are the largest in this area.	2024
Acquisition of Land for Open Space and Public Recreation Use	Yes	The open space and planning for open space is part of the general plan and zoning	Ongoing

Regulation/Ordinance	Does it effectively reduce hazard impacts?	Is it adequately administered and enforced?	When was the last update? When is the next update?
Prohibition of Building in At-Risk Areas	Yes	The southwest portion of the city has limits on what can be built around the industry in the area	
Other? (Describe)			

Administrative and Technical Capabilities

Administrative and technical capabilities include staff and their skills. They also include tools that can help carry out mitigation actions.

Table 14: Assessment of the Administrative Capabilities of West Valley City

Administrative Capability	In Place? (Y/N)	Is staffing adequate?	Are staff trained on hazards and mitigation?	Is coordination between agencies and staff effective?
Chief Building Official	Y	Yes	Yes	Yes
Civil Engineer	Y	Yes	Yes	Yes
Community Planner	Y	Yes	Yes	Yes
Emergency Manager	Y	No	Yes	Yes
Floodplain Administrator	Y	No	Yes	Yes
Geographic Information System (GIS) Coordinator	Y	Yes	Yes	Yes
Planning Commission	Y	Yes	Yes with current zoning and general plan items	Yes
Fire Safe Council	N	N/A	N/A	N/A
CERT (Community Emergency Response Team)	Y	Yes can always have more	No	Yes
Active VOAD (Voluntary Agencies Active in Disasters)	Y	Unknown	Unknown	Unknown
Other? (Please describe.)				

Table 15: Assessment of the Technical Capabilities of West Valley City

Technical Capability	In Place? (Y/N)	How has it been used to assess/mitigate risk in the past?	How can it be used to assess/mitigate risk in the future?
Mitigation Grant Writing	N	Unknown	Unknown
Hazard Data and Information	Y	With the GIS mapping and zoning	Yes

Technical Capability	In Place? (Y/N)	How has it been used to assess/mitigate risk in the past?	How can it be used to assess/mitigate risk in the future?
GIS	Y	GIS function	Yes
Mutual Aid Agreements	Y	Yes used all the time	Yes
Other? (Please describe.)			

Financial Capabilities

Financial capabilities are the resources to fund mitigation actions. Talking about funding and financial capabilities is important to determine what kinds of projects are feasible, given their cost. Mitigation actions like outreach programs are lower cost and often use staff time and existing budgets. Other actions, such as earthquake retrofits, could require substantial funding from local, state, and federal partners. Partnerships, including those willing to donate land, supplies, in-kind matches, and cash, can be included.

Table 16: Assessment of the Financial Capabilities of West Valley City

Funding Resource	In Place? (Y/N)	Has it been used in the past and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Capital Improvement Project Funding	Yes	Yes for staffing and for education	Yes	Yes
General Fund	Yes	Staffing and education	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Unknown	Unknown	Unknown	Unknown
Building Resilient Infrastructure & Communities (BRIC)	Unknown	Unknown	Unknown	Unknown
Flood Mitigation Assistance (FMA)	Unknown	Unknown	Unknown	Unknown
Public Assistance Mitigation (PA Mitigation/406)	Unknown	Unknown	Unknown	Unknown
Community Development Block Grant (CDBG)	Yes	Assisting with education	Yes	Yes
Natural Resources Conservation Services (NRCS) Programs	Unknown	Unknown	Unknown	Unknown
U.S. Army Corps (USACE) Programs	Unknown	Unknown	Unknown	Unknown
Property, Sales, Income, or Special Purpose Taxes	Unknown	Unknown	Unknown	Unknown

Funding Resource	In Place? (Y/N)	Has it been used in the past and for what types of activities?	Could it be used to fund future mitigation actions?	Can it be used as the local cost match for a federal grant?
Stormwater Utility Fee	Yes	Updating of the system to safely move water	Yes	Yes
Fees for Water, Sewer, Gas, or Electric Services	Unknown	Unknown	Unknown	Unknown
Impact Fees from New Development and Redevelopment	Yes	Facilities	Yes	Yes
General Obligation or Special Purpose Bonds	Unknown	Unknown	Unknown	Unknown
Federal-funded Programs (Please describe)	Unknown	Unknown	Unknown	Unknown
Private Sector or Nonprofit Programs	Unknown	Unknown	Unknown	Unknown
Other?				

Education and Outreach Capabilities

Education and outreach capabilities are programs and methods that could communicate about and encourage risk reduction. These programs may be run by a participant or a community-based partner. Partners, especially those who work with underserved communities, can help identify additional education and outreach capabilities.

Table 17: Assessment of the Education and Outreach Capabilities of West Valley City

Education and Outreach Capability	In Place? (Y/N)	Does it currently incorporate hazard mitigation?	Could it be used to support mitigation in the future?
Community Newsletter(s)	Y	We provide information in billing	yes
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)	Unknown	Unknown	yes
Public Meetings/Events (Please describe.)	Y	Provide education at city events and safety fairs	Yes
Emergency Management Listserv	Unknown	Unknown	Unknown
Local News	Y	Information as needed	Yes
Distributing Hard Copies of Notices (e.g., public libraries, door-to-door outreach)	Y	Information as Needed	Yes

Education and Outreach Capability	In Place? (Y/N)	Does it currently incorporate hazard mitigation?	Could it be used to support mitigation in the future?
Insurance Disclosures/Outreach	Unknown	Unknown	Unknown
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities (Please describe.)	Y	My Home Town Program	Yes
Social Media (Please describe.)	Yes	EM items of interest are put on the city website.	Yes
Other? (Please describe.)			

Opportunities to Expand and/or Improve Capabilities

Actions that can expand and improve existing authorities, plans, policies, and resources for mitigation include budgeting for mitigation actions, passing policies and procedures for mitigation actions, adopting and implementing stricter mitigation regulations, approving mitigation updates, and making additions to existing plans as new needs are recognized. Table 18 lists the opportunities for West Valley City.

Table 18: Opportunities to Expand and/or Improve the Capabilities of West Valley City

Capability	Opportunity to Expand and/or Improve
Planning and Regulation	The city just completed the wildfire plan and will update it on a yearly basis. Planning and regulations will constantly be looked at as code changes and changes to general plan and zoning regulations. New updates for the Stormwater Management Plan and Transportation Plan are projected in the next two years. Aligning these plans with hazard mitigation strategies will aid in citywide risk reduction.
Administrative and Technical	Floodplain management will have to be expanded. The city will also have to look at additional staffing in the city's Emergency Management division.
Financial	West Valley City will have to look at applying for the Building Resilience Infrastructure and Communities (BRIC) or replacement pre-disaster mitigation program to assist with mitigation activities in the city.
Education and Outreach	Public education will have to be enhanced to provide the latest and best possible information to the citizens. Information should be provided in multiple languages, such as Spanish. Education is an effective mitigation strategy as funding is limited.

Mitigation Strategy

Mitigation strategies provide proactive measures that are designed to minimize the impacts of hazards on West Valley City. Table 19 shows mitigation action alternatives, and

Table 20: Status of Prior Mitigation Actions of West Valley City

shows the status of previous mitigation activities. Table 21 is the 2025 mitigation action plan for West Valley City.

Table 19: Mitigation Action Alternatives for West Valley City

Action	Type of Action	Selected for inclusion in the plan?	If not selected, why not?
Enhance Public Education for emergency management	Education and Awareness Programs	Yes	
Apply for Building Resilient Infrastructure and Communities grant	Structure and Infrastructure Projects	Yes	
Update Comprehensive Emergency Management Plan	Local Plans and Regulations	Yes	
Provide new public education spots on website in Spanish	Education and Awareness Programs	Yes	
Continue with city plan on wetland mitigation	Natural Systems Protection	Yes	

Table 20: Status of Prior Mitigation Actions of West Valley City²

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Procure generators and hookups for publicly owned buildings and facilities assisting functional access needs populations.	All hazards	West Valley City EM	Public Works and assisted living facilities	Ongoing. Most buildings are complete; still have some buildings to go.
Conduct a Hazardous Flow Study	All hazards	West Valley City EM	Public Works	Ongoing
Conduct an inventory and assessment of communications equipment and systems and identify needs	All hazards	West Valley City EM		Completed. A communications plan and process for the mobile communications unit and EOC have been established.
Establish agreements to share communications equipment between agencies involved in emergency operations	All hazards	West Valley City EM and Communications		Ongoing. Still need to work on sharing with non-government organizations (NGOs).
Evaluate vulnerability of critical communications systems	All hazards	West Valley City EM and Communications		Completed

² CED = Community and Economic Development, EM = Emergency Management, IT = Information Technology, MIS = Management Information Systems (Department), NGO = nongovernmental organization, VECC = Salt Lake Valley Emergency Communications Center

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Establish a coordinating group to address long-term communication needs and implementation strategies	All hazards	West Valley City EM and Communications		Ongoing
Compile inventory of mutual aid agreements and memoranda of understanding (MOU) and identify deficiencies	All hazards	West Valley City EM		Ongoing. Still need NGO agreements.
Incorporate information about cascading effects of hazards in education programs	All hazards	West Valley City EM		Ongoing
Develop education programs including homeowners, developers, schools and people with special needs	All hazards	West Valley City EM		Ongoing
Implement water-saving devices and practices in public facilities	Drought	West Valley City EM and Public Works		Incomplete
Assist Cities with NFIP application	Flooding	West Valley City EM		Incomplete
Encourage Communities to actively participate in NFIP	Flooding	West Valley City EM		Ongoing
Identify and assess structures for deficiencies	Flooding	West Valley City EM and Public Works		Complete
Modify structures as needed to address deficiencies	Flooding	West Valley City EM and Public Works		Incomplete
Maintain contact with NWS before re-application in 2010	Severe Weather	West Valley City EM		Complete. We are in contact with the countywide system.
Conduct training and awareness activities on communications equipment, tools, and systems.	All hazards	West Valley City Fire and EM		Ongoing.
Establish notification capabilities and procedures for emergency personnel.	All hazards	West Valley City Fire and EM – Dispatch		Complete. We use Rave and other direct call systems.
Establish redundancy for dispatch centers and other critical communications systems.	All hazards	West Valley City MIS		Ongoing. In progress with the Salt Lake Valley Emergency

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
				Communications Center (VECC).
Acquire, upgrade, and/or integrate communications equipment and systems as determined by coordinating group.	All hazards	West Valley City Fire/EMS		Ongoing We are still purchasing and mostly complete
Establish a coordinating group to address geographic data issues.	All hazards	West Valley City CED/MIS		Incomplete
Examine current data availability and sharing capabilities, evaluate needs, and identify shortcomings.	All hazards	West Valley City EM	IT, CED	Ongoing
Update and expand data on hazards, critical facilities, and critical infrastructure according to assessed needs.	All hazards	West Valley City Fire and EM		Ongoing. Will update every year.
Provide centralized access to geographic data to emergency planners and responders.	All hazards	West Valley City GIS		Ongoing. In progress with the new system.
Integrate existing hazard monitoring networks in emergency operations centers. Utilize sensors, such as weather stations, stream gauges, seismograph stations, road conditions, etc.	All hazards	West Valley City EM		Incomplete. Will have to work with outside agencies.
Identify and implement additional hazard monitoring capabilities.	All hazards	West Valley City EM	Fire	Ongoing.
Utilize GIS to identify facilities and infrastructure at risk.	All hazards	West Valley City MIS		Ongoing. Will change yearly.
Assess critical facilities for hazard exposure, structural weaknesses, power, communications and equipment resources and redundancy, and adequate emergency procedures.	All hazards	West Valley City EM		Ongoing. Will change yearly.
Pursue and implement needed mutual aid agreements.	All hazards	West Valley City EM		Ongoing. Still need to work on the NGO.

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Provide education regarding all natural hazards through live trainings and web-based, print, and broadcast media.	All hazards	West Valley City EM		Ongoing
Utilize maps and similar products on City EM website and other media to educate public on areas at risk of hazards.	All hazards	West Valley City MIS		Ongoing. In progress with an entire program.
Continue to encourage water conservation, using outreach material from all water districts in the county.	Drought	Water Districts		Ongoing. Need to work with water companies; not complete.
Emergency Managers will coordinate with local water districts/public utilities to support ongoing conservation efforts.	Drought	West Valley City Public Works and West Valley City Education	Outside Water Districts	Incomplete.
Identify structures at risk of earthquake damage.	Earthquake	West Valley City EM	GIS	Ongoing. Additional analysis is needed.
Research feasibility of an incentive program for retrofitting privately owned buildings, particularly unreinforced masonry.	Earthquake	West Valley City EM		Incomplete.
Complete seismic rehabilitation/retrofitting projects of public buildings at risk.	Earthquake	West Valley City EM		Ongoing. We have completed three fire stations; still working on other facilities.
Provide educational materials to unreinforced masonry home and business owners.	Earthquake	West Valley City EM		Ongoing. Done yearly.
Determine potential flood impacts and identify areas in need of additional flood control structures.	Flooding	West Valley City Public Works and West Valley City Planning		Complete but carrying forward to consider changes and new developments.
Address identified problems through construction of debris basins, flood retention ponds, energy dissipaters or other flood control structures.	Flooding	West Valley City Public Works		Ongoing

Action	Hazard(s)	Agency Lead	Support Agency(ies)	Status Update
Establish maintenance and repair programs to remove debris, improve resistance and otherwise maintain effectiveness of stormwater and flood control systems.	Flooding	West Valley City Public Works		Ongoing
Maintain Hazardous Weather Operations Plan according to StormReady requirements.	Severe Weather	West Valley City EM		Ongoing
Assist NWS in making other agencies and departments aware of available resources.	Severe Weather	West Valley City EM		Ongoing
Work with the NWS to develop large event venue weather safety and evacuation procedures.	Severe Weather	West Valley City EM		Ongoing. We do this for events, but more work is needed.



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Table 21: 2025 Mitigation Action Plan for West Valley City³

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
1	Update equipment for the response.	Civil Disturbance	West Valley City Police	West Valley City EM	Be better prepared for responses to civil disturbances to avoid losses to property and life.	Medium	SHSP grant	Short term	High	
2	Retrofit of structure which are vulnerable	Earthquake	West Valley City EM	SLCo EM, SLCo, UDEM	Lessens the damage to structures.	High	BRIC, PDM, WVC General Fund, Capital Project Fund	Long term		
3	Provide upgrades to detection equipment	Hazardous Materials Incident	West Valley City Fire Department	West Valley City EM	Increases accuracy, safety, and emergency response effectiveness.	Medium	WVC General Fund	Short term	Medium	
4	Provide for evacuation routing and mass notifications to residents	Severe Winter Weather – Heavy Snow, Blizzard	West Valley City EM	SLCo EM	Ensures residents receive timely guidance to safely evacuate and remain informed during severe winter weather, thereby reducing risk and enhancing community preparedness.	Medium	WVC General Fund	Medium	Medium	
5	Update of information technology infrastructure	Terrorism (including cyberattacks)	West Valley City Information Technology Department		Strengthens defenses against cyberattacks, protects critical systems and data, and ensures operational continuity amid terrorism threats.	Medium	WVC General Fund	Medium	High	
6	Procure generators and hookups for publicly owned buildings and facilities assisting functional access needs populations.	Flood, Earthquake, Heavy Rain, High Wind, Lightning, Tornado, Severe Winter Weather	West Valley EM	SLCo EM	Ensures critical facilities and facilities with life-sustaining systems remain operational if hazards interrupt power systems.	Medium	WVC General Fund, Private funds	Medium	Medium	
7	Conduct a Hazardous Flow Study.	Hazardous Materials	West Valley City EM	West Valley City Fire Dept.	Better understand the nature of products traveling through West Valley and vulnerabilities associated with them.	Medium	WVC General Fund	Medium	Medium	
8	Establish agreements to share communications equipment between agencies involved in emergency operations.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM, other jurisdictions' fire and police communications staff	Ensures effective resource availability, streamlined coordination, and faster response for a wide range of natural and human-caused hazards.	Low	WVC General Fund	Ongoing	Medium	Working with Salt Lake County

³ BRIC = Building Resilient Infrastructure and Communities, CED = Community and Economic Development, EM = Emergency Management, EMS = Emergency Medical Services, GIS = Geographic Information Systems, NWS = National Weather Service, MIS = Management Information Systems (Department), MIS = Management Information Systems (Department), PDM = Pre-Disaster Mitigation, SHSP = State Homeland Security Program, SLCo EM = Salt Lake County Emergency Management, UDEM = Utah Division of Emergency Management, UDOT = Utah Department of Transportation, UGS = Utah Geological Survey, USGS = United States Geological Survey, UUSS = University of Utah Seismograph Stations, VECC = Salt Lake Valley Emergency Communications Center, WVC = West Valley City

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
9	Establish a coordinating group to address long-term communications needs and implementation strategies.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM, other local jurisdictions, Communications	Ensures enhanced preparedness across diverse hazards.	Low	WVC General Fund	Ongoing	Medium	Working with city Communications group for this
10	Compile inventory of mutual aid agreements and memoranda of understanding (MOUs) and identify deficiencies.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM, local jurisdictions	Ensures more efficient collaboration during a range of natural and human-caused hazards.	Low	WVC General Fund	Ongoing	Medium	Completed all Fire and EMS. Working with Public Works and Police now.
11	Incorporate information about cascading effects of hazards in education programs.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM	Increases awareness, enhances preparedness, and improves response strategies for interconnected emergencies.	Low	WVC General Fund	Ongoing	Medium	Working with city to have continual education
12	Develop education programs to target specific groups, including homeowners, schools, community-based organizations, and vulnerable populations.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City EM	SLCo EM	Enhances hazard awareness, improves preparedness measures, and fosters greater resilience across diverse communities.	Low	WVC General Fund	Ongoing	Medium	We have completed adult programs and are now working on an elementary school program. Children can learn about hazard mitigation through age-appropriate materials on flood mapping, building wind- and water-resistant homes, retrofitting homes for earthquakes, trimming trees, warning signs, and where to seek shelter.
13	Install new water-saving devices and implement practices in public facilities.	Drought	West Valley City EM	West Valley City Public Works	Reduces water consumption, ensures resource sustainability, and bolsters resilience during drought conditions.	Medium	WVC General Fund	Ongoing	Medium	City facilities are changing over fixtures for conservation in city-owned buildings.
14	Modify structures identified as having deficiencies as needed to address deficiencies.	Flooding, Heavy Rain	West Valley City EM	West Valley Public Works	Reduces flood impact, enhances public safety, and strengthens community resilience.	High	WVC General Fund, Capital Project Funds	Ongoing	Medium	Provide education to citizens in EM programs
15	Conduct training and awareness activities on communications equipment, tools, and systems.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused hazards.	West Valley City Fire Department	West Valley City EM	Enhances first responder coordination, improves situational awareness, and strengthens emergency response across diverse hazards.	Minimal	WVC General Fund	Ongoing	High	West Valley City completed monthly tests.
16	Establish redundancy for dispatch centers and other	Drought, Flood, Earthquake, Extreme Cold, Extreme	MIS	SLCo EM, VECC	Ensures uninterrupted emergency coordination,	Medium – \$60,000	WVC General Fund	Ongoing	High	West Valley City has this with VECC, as well as its own 800mhz

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
	critical communications systems.	Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards			strengthens operation continuity, and enhances response effectiveness.					radio repeater system; It has trained all personnel working in emergency operations
17	Acquire, upgrade, and/or integrate communications equipment and systems as determined by coordinating group	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City Fire Department	EMS	Strengthens interagency collaboration and enhances emergency response.	High – \$500,000	WVC General Fund, Federal and state grants	Ongoing	High	New radio systems; budget issue upgrading as we can with current budgets
18	Establish a coordinating group to address geographic data issues	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	CED	MIS	Fosters consistent data management, improves hazard mapping, and enhances decision-making for diverse threats.	Minimal	WVC General Fund	Ongoing	Medium	West Valley City GIS is always updating the maps.
19	Examine availability of data and sharing capabilities, evaluate needs, and identify shortcomings	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley EM	SLCo EM	Ensures better resource coordination, improves hazard response, and strengthens overall resilience.	Low – \$10,000	WVC General Fund	Ongoing	Medium	Working on gap analysis
20	Update and expand data on hazards, critical facilities, and critical infrastructure according to assessed needs	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City Fire Department	West Valley City EM, SLCo EM	Enhances situational awareness, guides effective planning, and strengthens emergency response efforts.	Low – \$10,000	WVC General Fund	Ongoing	Medium	West Valley City is not currently done but has some items in the digital sandbox.
21	Provide centralized access to geographic data to emergency planners and responders	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	GIS	SLCo, UDEM	Enhances situational awareness, enables data-driven decision-making, and expedites effective response across multiple hazards.	Low – Minimal	WVC General Fund	Ongoing	Medium	Working with the West Valley City GIS department.
22	Integrate existing hazard monitoring networks in emergency operations centers. Use sensors, such as weather stations, stream gauges, seismograph stations, and road condition monitors.	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM, UUSS, UDOT, NWS, UDEM, USGS, UGS	Enhances real-time situational awareness, enables proactive response, and strengthens community resilience across diverse hazards.	Low – \$4,000	WVC General Fund	Ongoing	Medium	West Valley City looking at weather strand
23	Identify and implement additional hazard monitoring capabilities	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy	West Valley City EM	SLCo EM, UDEM	Enhances real-time awareness, improves decision-making, and	High	WVC General Fund	Ongoing	Medium	Further research needed

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
		Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards			strengthens mitigation and response for diverse natural and human-caused hazards.					
24	Use GIS to identify facilities and infrastructure at risk	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	MIS	SLCo EM, UDEM	Enhances situational awareness, enables targeted mitigation measures, and increases community resilience.	Low – \$5,000	WVC General Fund	Ongoing	High	Continually accessing
25	Assess critical facilities for hazard exposure, structural weaknesses, power, communications and equipment resources and redundancy, and adequate emergency procedures	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	West Valley City Public Works, West Valley Community Development	Reduces operational disruptions, enhances resilience, and safeguards public safety.	Medium – \$25,000	WVC General Fund	Ongoing	High	Education strategy
26	Pursue and implement needed mutual aid agreements	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	West Valley City Fire, West Valley City Police Department	Strengthens interagency collaboration, optimizes resource use, and improves emergency response across diverse hazards	Low – \$5,000	WVC General Fund	Ongoing	Medium	West Valley City Fire and Police are done working on other departments. Additional work is needed with NGOs and other partners.
27	Provide education regarding all natural hazards through live trainings and web-based, print, and broadcast media	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	West Valley City EM	SLCo EM	Increases public awareness, promotes resilience, fosters community preparedness, and reduces risk.	Low	WVC General Fund	Ongoing	High	West Valley CERT
28	Use maps and similar products on city EM website and other media to educate public on areas at risk of hazards	Drought, Flood, Earthquake, Extreme Cold, Extreme Heat, Flood, Radon, Heavy Rain, High Wind, Severe Winter Weather, Tornado, Wildfire, Human-Caused Hazards	MIS	SLCo EM	Raises awareness, fosters preparedness, and strengthens community resilience.	Low – \$5,000	WVC General Fund	Ongoing	High	
29	Continue to encourage water conservation, using outreach material from all water districts in the county	Drought	Water Districts	West Valley City EM	Promotes responsible use, preserves vital resources, and strengthens resilience against drought.	Low	WVC General Fund	Ongoing	High	
30	Emergency Managers will coordinate with local water districts/public utilities to support ongoing conservation efforts	Drought	West Valley City Public Works	West Valley City Public Relations	Preserves resources, and bolsters drought resilience	Low	WVC General Fund	Ongoing	High	

#	Action	Hazard(s)	Lead Agency	Potential Partners	Benefits (Losses Avoided)	Cost Estimate	Funding Source(s)	Timeframe	Priority	Comments
31	Identify structures at risk of earthquake damage	Earthquake	West Valley City EM	West Valley City Public Works, Community Development, SLCo EM	Reduces potential casualties and losses and strengthens community resilience.	Low – \$5,000	WVC General Fund	Ongoing	High	West Valley City Hazus
32	Research feasibility of an incentive program for retrofitting privately owned buildings, particularly unreinforced masonry	Earthquake	West Valley City EM	West Valley City Public Works, Community Development, SLCo EM	Reduces seismic risks and bolsters community resilience	High	WVC General Fund, State and federal grants, HMGP	Ongoing	High	West Valley City Planning Process
33	Complete seismic rehabilitation/retrofitting projects of public buildings at risk	Earthquake	Municipal	West Valley City Community Development, Public Works, SLCo EM, DEM	Reduces earthquake damage, enhances safety, and ensures operational continuity.	High – \$17,000,000	WVC General Fund, HMGP, Bonds	Ongoing	High	West Valley City working plan
34	Provide educational materials to residents and businesses with unreinforced masonry	Earthquake	West Valley City EM	SLCo EM, DEM	Raises awareness of seismic vulnerabilities and promotes safety-enhancing retrofitting measures.	Low – \$10,000	WVC General Fund	Ongoing	Medium	
35	Review areas of potential flood impacts and identify effects of new development to determine areas in need of additional flood control structures	Flood, Heavy Rain, Dam Failure	West Valley City Public Works	West Valley City Planning	Helps prevent damage, protects public safety, and strengthens community resilience.	Low	Local budget	Ongoing	Medium	Continual process
36	Address identified problems through construction of debris basins, flood retention ponds, energy dissipaters, and other flood control structures.	Flood, Heavy Rain, Dam Failure	West Valley City Public Works	West Valley City EM	Mitigates flooding impacts, reduces property damage, and protects public safety	High – \$1,000,000	WVC General Fund, Capital Project Funds	Ongoing	Medium	West Valley City – Continual with all developments and upgrades to stormwater drains near Jordan River
37	Establish maintenance and repair programs to remove debris, improve resistance, and otherwise maintain effectiveness of stormwater and flood control systems.	Flood, Heavy Rain	West Valley City Public Works	West Valley City EM	Ensures continuous debris removal, preserves system effectiveness, and reduces flooding risks.	Medium – \$75,000 annually	WVC General Fund, Capital Project Funds	Ongoing	High	West Valley City ongoing maintenance
38	Maintain Hazardous Weather Operations Plan according to StormReady requirements	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Ensures timely preparedness, efficient response, and enhanced public safety during severe weather events.	Low	WVC General Fund	Ongoing	Low	Working on StormWise Program
39	Assist NWS in making other agencies and departments aware of available resources	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Fosters improved coordination, ensures timely hazard response, and bolsters community safety.	Low	WVC General Fund	Ongoing	Medium	Advise citizens on website
40	Work with NWS to develop large event venue weather safety and evacuation procedures.	Heavy Rain, High Wind, Severe Winter Storm, Tornado, Lightning, Flood, Extreme Cold, Extreme Heat	West Valley City EM	NWS, SLCo EM	Enhances preparedness, protects attendees, and mitigates risk during severe conditions.	Low – \$10,000	WVC General Fund	Ongoing	High	West Valley City to develop a plan with event areas

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Item: AES – Genetec ALPR/VMS

Fiscal Impact: \$65,130.35

Funding Source: Spec. Ops/Prof/Tech

Account #: 10-6538-40310-00000-0000

Budget Opening Required:

ISSUE:

A resolution authorizing the City to enter into an agreement with AES Systems – Genetec for data capture and sharing capabilities associated with Automated License Plate Recognition (ALPR) and Video Management Systems (VMS).

SYNOPSIS:

The Police Department has been utilizing ALPR technology for the past several years and previously partnered with Motorola Solutions and Flock Safety for these services. AES Systems – Genetec provides similar technology but after a recent test phase with Genetec products, the Police Department has observed significant increases in flagging of stolen vehicles, wanted persons and investigative leads, while improving citywide visibility in high-crime areas. Additionally, the Genetec VMS is included in the proposed package and lays foundation for unified, citywide security and operations. The system allows for future integration of video and access control systems across all municipal assets. Importantly, the costs associated with AES Systems – Genetec are consistent with previously allocated funds for comparable services.

BACKGROUND:

Automatic License Plate Recognition (ALPR) is a computer-based system that utilizes special cameras to capture a color image, as well as an infrared image, of the license plate of a passing vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an informational data file, also known as a "Hot List" and may contain information on stolen or wanted vehicles as well as vehicles associated with AMBER alerts, warrant subjects and agency defined information. Hot lists can be generated by local, state, and federal law enforcement agencies, including the National Crime Information Center ("NCIC").

RECOMMENDATION:

It is recommended that the Council approve the agreement for the ALPR/VMS systems.

SUBMITTED:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
LICENSE PLATE READERS AND RELATED SERVICES.**

WHEREAS, West Valley City wishes to purchase license plate readers and related equipment and services for use by the Police Department; and

WHEREAS, Genetec through AES Systems (“Genetec”) has been awarded the State Contract to supply said equipment and services; and

WHEREAS, the price awarded to Genetec is within price parameters and meets the City’s needs; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said equipment and services for an amount not to exceed \$65,130.35 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

Legal

Genetec Terms of Service

This document defines Genetec's Terms of Service.

April 8, 2024

Thank you for choosing Genetec. This document (the “**Terms of Service**”) is a legal agreement under which Genetec Inc. (a Canadian corporation, located at 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, below referred to as “**Genetec**”, “**we**”, “**us**”, or “**our**”) agrees to make available and provide services to its customer (the legal entity that you (as an individual) represent and on behalf of which are agreeing to these Terms of Service and have the full power and authority to bind contractually; and that customer is referred to below as “**Customer**”, “**you**”, “**your**”, or “**yours**”).

PLEASE READ THIS DOCUMENT CAREFULLY. These Terms of Service constitute a binding legal agreement between Customer and Genetec and contain important information regarding the scope and the duration of the Services, our right to change these Terms of Service, limitations of liability, warranty disclaimers, time limits for bringing warranty claims, and the scope of Customer’s rights and obligations. Customer’s (including its users’) use of our Services will mean that Customer has accepted the terms and conditions described below.

The individual accepting these Terms of Service, by doing so, certifies to have full legal authority to enter these Terms of Service on behalf of Customer and legally bind Customer under them.

1. Genetec Services

a. Types of Services. We provide three categories of “**Services**”: software as a-service and other similar hosted or cloud solutions (referred to as “**Cloud Services**”), various professional services related to our products and services (for example, consultancy services, training, design, and project management; referred to as “**Professional Services**”), and support services with respect to our products and services (referred to as “**Support Services**”). These Terms of

Service apply and govern our provision of all these Services (except for the Genetec Advantage™ offering made available in relation to some of our products and provided under separate terms and conditions).

b. **Procurement of Services**. You may procure our Services through one of our authorized sales channels (referred to as “**Authorized Resellers**”). While the Services will be rendered by us under these Terms of Service, Authorized Resellers may have their own additional terms and conditions that will apply to your procurement of our Services through them (which will apply in addition to, and not in replacement of, these Terms of Service).

c. **Customer Users and Representatives**. We want to empower you to use our Services in a manner that supports your business needs, whether locally or internationally. We understand that, depending on your requirements, your users and representatives may consist of personnel engaged by you directly, by your Group Members, or even by third-party suppliers providing services to you, but you will always remain accountable for your users’ compliance with these Terms of Service. The expression “**Group Member**”, when used in reference to either you or us (each as a party to these Terms of Service), refers to any legal entity that owns (through direct or indirect ownership of the majority of voting shares), is owned by, or is under common ownership with the party in question.

d. **Service Add-ons**. We may make available additional capabilities, enhancements, or other optional features or services in relation to our Services (each a “**Service Add-on**”).

Procurement of Service Add-ons is optional. All provided Service Add-ons form part of the associated Services, and are, as a result, subject to these Terms of Service. Service Add-ons may also be subject to additional requirements which will be identified in writing before we provide you with those Service Add-ons.

e. **Subscription-Based Services**. Some Services are provided on a subscription basis only and may require a minimum commitment period of one year or more (as will be mentioned at the time of your subscription, when applicable). The term of each subscription-based Service will begin upon its activation or three months from the date of our acceptance of the order for that subscription, whichever comes first (commonly referred to as the “**start date**” of your subscription). All subscriptions are provided on a continuous basis, and we will not agree to pause or shorten the provision or the duration of any subscription-based Service for your convenience.

f. **Renewal of Cloud Service Subscriptions**. Upon expiration of a subscription term, your subscription to Cloud Services will automatically renew on the anniversary its start date for

additional successive one-year terms each, unless you inform us in writing of your desire not to renew your subscription at least 30 days before its term expires, or if we inform you in writing at least 180 days before then. You must work with your Authorized Reseller to ensure that you have all the information that you may need (including pricing changes, if any) before your subscription renews. The above does not apply in jurisdictions that prohibit automatic renewal of subscriptions.

g. Subscription Changes. If you upgrade your Service subscription plan or add a Service Add-on during the term of your subscription, the associated charges for the plan upgrade or Service Add-on will be prorated to align with the expiration date of the subscription term of the main Service that the plan upgrade or Service Add-On relate to (unless stated otherwise at the time of your procurement of that plan upgrade or Service Add-on). You may not downgrade a subscription plan or remove a Service Add-on during the term of your subscription, and any such changes will apply only when your subscription term renews.

h. Allowed Use. You may only use our Services for your internal purposes, and not for distribution or resale. You may not use our Services (or any parts of them) to create products or services that could be reasonably considered to be competitive with our products or services. Our quotes and documentation may include additional limitations on use of certain Services (such as restrictions on use or delivery location, number of allowed users, storage caps, and so on).

i. Fair Use Policy. Our fair use policy governs situations where the actions of certain customers or their use of our Services pose a risk to or otherwise negatively affect us, our suppliers, or our other customers (for example, by generating an unreasonable or disproportionately large load on our networks, systems, or resources by comparison to other customers). If we identify that your actions or use of the Services violates our fair use policy, we will ask you to adjust your interaction with the Services accordingly moving forward. We will be happy to discuss your needs and find a mutually agreeable solution, should you have any concerns, but if the situation persists, we reserve the right to slow down, limit, suspend, or terminate your use the Services, in whole or in part, without further notice and without liability to you or any of your users.

2. Cloud Services

a. User Accounts. Upon subscription to a Cloud Service, you may be invited to create an administrator account, through which you will be able to create other user accounts (including additional administrator accounts, where supported) and set applicable user privileges. You

must ensure that all information provided as part of your accounts is true, complete, and accurate, and remains up to date throughout your subscription to the Cloud Services. You must protect your accounts with complex passwords and keep login and password details confidential. You may not create shared accounts (that provide multiple individuals access to one single account). You are fully responsible for the management of your accounts and for all activity that occurs under them.

b. Genetec Software. We may make available to you downloadable software applications in relation to your use of Cloud Services (for example, desktop or mobile clients; referred to as "**Supplied Software**"). Some features of Cloud Services may only be available through Supplied Software. You may be required to install the latest version of Supplied Software to continue using the Cloud Services or the relevant features. Supplied Software (including any such updates and upgrades) forms part of Cloud Services (which, for clarity, extends to how that term is used in these Terms of Service).

c. Genetec Hardware. Some Cloud Services may require use of our proprietary hardware. While you may purchase and own such hardware in general, in certain cases we may only make available our purpose-built hardware as part of your subscription to the relevant Cloud Services (referred to as "**Supplied Hardware**"). If we provide you with any Supplied Hardware, it will be uniquely identified and will remain our property. Access and use of Supplied Hardware is subject to the Hardware Addendum, available at www.genetec.com/legal/cloudhwa. The Hardware Addendum forms part of these Terms of Service. Supplied Hardware (including any such updates, upgrades, and replacements) forms part of Cloud Services (which, for clarity, extends to how that term is used in these Terms of Service).

d. Connected Experience. Supplied Software and Supplied Hardware were designed to operate with a continued quality internet connection to our backend systems empowering the Cloud Services. While they may continue to operate (at least in part) temporarily without an ongoing internet connection, a sustained interruption of connection to our backend systems will cause Supplied Software and Supplied Hardware to stop functioning until their connection to our backend systems is restored.

e. Service Availability. Our commitment to Cloud Service availability is outlined in the Service Level Addendum, available at www.genetec.com/legal/cloudsla. However, that commitment excludes and does not apply to Supplied Software and Supplied Hardware made available as part of any Cloud Services. The Service Level Addendum forms part of these Terms of Service.

f. Trials and Limited Releases. We may occasionally offer you access to Cloud Services or their features on a trial or limited release basis (such as prototypes or experimental features). Certain features and capabilities may be limited or not available in these cases. If you subscribe to a trial, we will grant you access to the relevant Cloud Service free of charge for up to 30 days from activation (unless we state otherwise in writing). We will identify in writing any additional terms and restrictions applicable to the Cloud Services provided on a limited release basis prior to making them available to you. However, all information related to the scope, the limitations, and the performance of any Cloud Services or features provided on a limited release basis will be considered our Confidential Information (as defined in article 6 below). You understand that Cloud Services made available on a trial or limited release basis are not intended to be provided as standard commercial offerings, and they are provided 'as is' and 'as available'. As such, our commitments to service availability do not extend to those Cloud Services and features, and we reserve the right to suspend your trial or limited release access at any time without advance notice.

g. Evolution. As technologies evolve, we may need to adapt the scope of our Cloud Services to provide our customers with the latest features and security protections, and to comply with the applicable legal obligations. This may occasionally include discontinuing features that are of low relevance to most of our customers. While we may make these changes without advance notice to our customers, we promise not to materially decrease any key features of Cloud Services without advising you in writing in advance.

h. Responsible Use of Our Technologies. Our Cloud Services and other Genetec Property (as defined in article 5 below) contain valuable Confidential Information of Genetec, which may include trade secrets, and its unauthorized disclosure or use may cause significant and irreparable harm. You may not – and may not encourage, assist, or permit any other person to – modify, decompile, deconstruct, reverse engineer, or otherwise tamper with any Cloud Services or other Genetec Property, in whole or in part (including any underlying technologies, systems, networks, and services), or create any derivative works of them or from them. You may not copy, sell, rent, distribute, license, sub-license, or otherwise make available our Cloud Services or other Genetec Property to third parties (in whole or in part). This does not restrict you from appointing any individuals as users of the Cloud Services (in accordance with paragraph 1.c above), or from configuring or otherwise using standard features and options of our Cloud Services, in a manner covered in our standard technical documentation.

i. Third-Party Services. Cloud Services may enable you to access and use third party software or services through integration of third-party offerings ("Third-Party Services"). You agree that any integrations and access to Third-Party Services in association with our Cloud Services

are provided for your convenience only. We do not endorse any Third-Party Services, nor do we make any representations or provide any warranties whatsoever with respect to any of them. Third-Party Services are not part of Cloud Services, and they are provided to you in accordance with their respective terms and conditions. You alone are responsible for obtaining all appropriate rights to access and use all Third-Party Services in association with the Cloud Services and complying with the terms and conditions applicable to their use. For clarity, third-party login authentication services that you may use to log in to your Cloud Services accounts are considered Third-Party Services.

j. Acknowledgements. Supplied Software may include software programs or code developed or licensed to us by third parties. As part of our obligations, we committed to recognizing the intellectual property rights of their respective developers and owners. The list of these third-party components and other information required under those third-party licensing terms is included in our standard technical documentation. You may also find a copy of that list at www.genetec.com/legal/tpslist.

k. Performance Data. To ensure that we provide you with the best customer experience and deliver on our obligations under these Terms of Service, we collect and generate various diagnostic, usage, and other performance data in relation to our provision of Cloud Services to you and to other customers (collectively referred to as "**Performance Data**"). Performance Data allows us to understand how our Cloud Services perform in various circumstances, forecast data storage and other resources, resolve technical issues, develop and improve our features and capabilities, generate consumption and billing reports, and make available relevant insights and trends to our customers. While the collection of certain basic Performance Data is required and is enabled by default as part of your use of our Cloud Services, we will only collect additional optional enhanced Performance Data if you provide your consent by activating the corresponding function in the configuration page of the relevant Cloud Services. While the enhanced Performance Data may enable us to provide you with some additional capabilities (such as advanced analytics and reports), the use of these features is optional and is entirely at your discretion. Please refer to our privacy notice and our standard technical documentation for more information.

3. Professional Services

a. Types of Professional Services. We provide various Professional Services in relation to our products and services. Depending on the nature and the scope of each project, as well as on your needs, Professional Services may be provided on a time-and-material basis, on a fixed budget, or on a defined deliverables basis. To ensure a smooth and timely delivery of all

Professional Services, both you and Genetec must keep each other informed of any changes, dependencies, constraints, delays, and other factors that may affect our ability to provide you the requested Professional Services.

- b. Statements of Work. If you ask us to provide Professional Services, we will determine and advise you whether a dedicated statement of work (or “**SOW**”) is required to document the details of your project (such as the scope of deliverables, the parties’ respective responsibilities, and other terms that may apply to the provision of our Professional Services). Both we and you must review and sign each SOW for it to be valid. Each SOW will be subject to the Professional Services Terms available at www.genetec.com/legal/psterms, which will apply in addition to these Terms of Service.
- c. Standard Scope Projects. If we determine that the nature and the scope of the requested Professional Services do not require a dedicated SOW (for example, training sessions on Genetec products or services), the Professional Services will be provided to you in a manner and within the scope outlined in our standard technical documentation, our quote, or a project scope document issued by us.

4. Support Services

- a. Support Commitment. The scope of our Support Services varies depending on the nature of the Genetec product or service and the level of involvement of the Authorized Reseller through which such product or service was procured. Our commitment to providing Support Services always consists of using commercially reasonable efforts to resolve situations where our products or services do not perform in accordance with our relevant standard technical documentation during the applicable warranty period, all in a manner outlined in this article 4. Our ability to resolve issues is limited to aspects that are under our control.
- b. Obtaining Support. Unless we specifically state otherwise in these Terms of Service or in our standard technical documentation related to the applicable Genetec product or service, the Authorized Reseller is responsible for handling all of your support requests in the first instance. This means that the applicable support commitments will be documented in your agreement with the Authorized Reseller and will not be covered by these Terms of Service. The Authorized Reseller will determine whether our assistance is required (due to the complexity or the nature of your issue) and will engage with us directly on the basis of our agreement with them. That said, subscriptions to Cloud Services may include access to Support Services directly from us, too, under certain conditions. In any event, we will give you access to our

standard technical documentation, user guides, and other self-help tools in relation to your use of our products and services.

c. Effective Collaboration and Technical Training. We may require that your and our support personnel work together to find and reproduce the issue and implement workarounds or fixes. To streamline the resolution of complex technical issues, we may also require that any individual who requests Support Services on your behalf have first successfully passed technical training on the affected Genetec products and services. We will bring this requirement to your attention in advance, if applicable.

5. Ownership

a. Customer Property. You are and remain the owner of all rights (including intellectual property rights), title, and interest in and to all “**Customer Property**”, which is comprised of (i) your Confidential Information (including any personal data pertaining to you or your users), (ii) all information, materials and other data uploaded to or generated as part of your use of our Cloud Services (including your user accounts), excluding our Performance Data (referred to as “**Customer Content**”), (iii) all information, materials, specifications, instructions, and other data that you may share with us in relation to our provision of any Professional Services or Support Services to you under these Terms of Service (referred to as “**Customer Materials**”), (iv) any intellectual property that was created by or licensed to you prior to or independently from our provision of Services (referred to as “**Customer Preexisting IP**”), and (v) all Customer Acquired IP (as defined further below in this article 5).

b. Permission to Use Customer Property. We may need and be provided access to Customer Materials, Customer Content, and other Customer Property in relation to our provision of Services to you. You hereby grant us a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free, fully paid-up, enterprise-wide (covering our relevant Group Members), worldwide (subject to applicable laws) right and license to use such Customer Property to the extent necessary for us to provide you with the Services in a manner outlined in these Terms of Service.

c. Genetec Property. We are and remain the owner of all rights (including intellectual property rights), title, and interest in and to all “**Genetec Property**”, which is comprised of (i) our Confidential Information, (ii) any intellectual property that was created by or licensed to us prior to or independently from our provision of Services, including without limitation all Cloud Services, Supplied Software, our trademarks, and product or service documentation (referred

to as “**Genetec Preexisting IP**”); (iii) New IP (as defined below), (iv) Supplied Hardware, and (v) Performance Data.

d. Permission to Use Genetec Property. To the extent that we provide you with any Genetec Property as part of or in relation to our provision of Services to you under these Terms of Service, we hereby grant you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free, fully paid-up, enterprise-wide (covering your relevant Group Members), worldwide (subject to applicable laws) right and license to (i) download, install, and use Supplied Software as part of and during your subscription to the relevant Cloud Services (including any software updates and upgrades you may be eligible to receive as part of your subscription to the Cloud Services), (ii) use Genetec Preexisting IP and New IP provided to you as part of our deliverables under a SOW in a manner, for the purpose, and to the extent documented in that SOW, and (iii) use such other Genetec Property that may be provided by us to you as part of our Services during the term of our provision of the relevant Services. The above licenses are valid only so long as the relevant Genetec Property is used in the form made available by us, and in accordance with these Terms of Service and our accompanying standard technical documentation.

e. New IP. In general, the deliverables that we agree to provide to our customers as part of Professional Services consist of modifications to our products and services, and we would not engage in projects that may result in the creation of intellectual property not owned by us. Therefore, if any new intellectual property is created or reduced to practice in relation to our provision of Services to you under these Terms of Service (referred to as “**New IP**”), it will be owned exclusively by us, unless we and you explicitly agree otherwise in the relevant SOW and specifically identify any New IP as being “**Customer Acquired IP**” (and, as a result, being owned by you).

f. Feedback. We always welcome your thoughts, feedback, ideas, and suggestions on how to improve our products and services (“**Feedback**”) to make them better and more suitable for your needs. You may at your own discretion from time to time choose to share Feedback with us. When you do so, you understand that you allow us to use your Feedback to improve or develop new websites, products, services, or features, and that you grant us a non-exclusive, transferable, assignable, sublicensable, irrevocable, perpetual, royalty-free, fully paid-up, enterprise-wide (covering our relevant Group Members), worldwide (subject to applicable laws) right and license to adapt, transform, reduce to practice, use, reproduce, distribute, and otherwise utilize your Feedback at our discretion (but without references to you).

6. Confidentiality and Data Protection

a. Obtaining Confidential Information. Both we and you may obtain certain non-public “**Confidential Information**” about the other party’s business, operations, plans, technologies, and products in relation to our provision of Services to you under these Terms of Service. The expression ‘Confidential Information’ includes all information that is either identified as proprietary or confidential, or that should be understood to be proprietary or confidential by a reasonable person (due to its nature or to the circumstances surrounding its disclosure). However, that expression excludes information that: (i) is or becomes known to the public without breach of these Terms of Service; (ii) is developed independently by the party receiving such Confidential Information without use of the disclosing party’s Confidential Information; and (iii) is rightfully received by the receiving party from an unaffiliated third party without restriction on disclosure and without breach of these Terms of Service.

b. Using Confidential Information. Each party agrees that it will (i) only disclose the Confidential Information of the other party to its own authorized representatives on a need-to-know basis, and use it only as necessary to fulfil its respective obligations under the Terms of Service; (ii) protect it from unauthorized use and disclosure through appropriate technical and operational safeguards that it uses to protect its own confidential information (and using, at a minimum, a reasonable degree of care); and (iii) return or destroy it upon request from the disclosing party, and in any event upon termination of these Terms of Service, although the receiving party may preserve such Confidential Information of the disclosing party as is required to comply with applicable laws so long as any such preserved Confidential Information remains subject to these confidentiality terms. These confidentiality obligations will remain in effect for three (3) years following the termination of these Terms of Service.

c. Data Protection. We have implemented and will maintain throughout our provision of Services relevant administrative, physical, and technical measures designed to protect Customer Property from unauthorized access and disclosure. These measures reflect the requirements under various stringent industry frameworks, including SOC 2 (assessing services, systems, policies, processes, and people for effectiveness against the five principles of trust: security, availability, processing integrity, confidentiality, and privacy), ISO 27001 (covering information security management by addressing people, processes, and technology systems), and ISO 27017 (covering information security management for cloud service providers). These measures will evolve over time to remain relevant and effective. To learn more about our data protection practices, please visit our Trust Center at www.genetec.com/trust-cybersecurity and our Compliance Portal at compliance.genetec.com.

d. Personal Data. We respect our customers' privacy. To be able to provide you with Services, we may need to access, collect, and store certain personal data. We may also need to share such information with our licensors and partners who assist us in providing these Services. The objectives and the scope of our collection, use, and disclosure of any personal data are outlined in our Global Privacy Notice, available at www.genetec.com/legal/privacy. If you expect to disclose to us any personal data in relation to your use of any Services, you must obtain all legally-required consents and approvals of the affected individuals to allow us to handle their personal data to provide you with the relevant Services. The laws of certain countries and territories may impose additional restrictions on the handling of personal data of their respective residents. If either we or you determine that such additional terms should apply to our handling of your personal data, then you or us can require that we and you enter into a data processing agreement in the form available at www.genetec.com/legal/dpa (or "DPA"). Once the DPA is signed by both parties, it will replace this paragraph and control how we handle your personal data in relation to our provision of Services to you under these Terms of Service. You understand that, by using our Services, we will handle your personal data as outlined above in this paragraph.

7. Duration, Suspension, and Termination of the Services

a. Term. These Terms of Service will apply between you and us upon your procurement of any Service covered by these Terms of Service (whether as a one-time transaction, a subscription, or as a trial), and will remain in full force and effect until it is terminated in accordance with one of the paragraphs below in this article 7.

b. Termination of Services. Subscription-based services may be terminated through their non-renewal in a manner covered in paragraph 1.f above. Professional Services may be terminated in accordance with the terms of the relevant SOW and the Professional Services Terms, as applicable. Support Services provided to you with regards to any Cloud Service will terminate with the termination of your subscription to that Cloud Service. If we provide any other Support Services to you directly (as reflected in article 4 above), then those Support Services will terminate upon expiration of the applicable support coverage period for the affected Genetec product or service, as specified in our accompanying standard technical documentation. The Services (or these Terms of Service) may also be terminated (entirely or in part) as specifically stated in other paragraphs of these Terms of Services.

c. Termination for Inactivity. These Terms of Service will terminate automatically if, for 90 consecutive days, you have no active subscription to any Cloud Services, there are no active orders or SOWs for the provision of any Professional Services, and you have no Genetec

products or services in relation to which we may be required to provide Support Services to you under these Terms of Service.

d. Termination for Breach. Each party may terminate these Terms of Service (entirely) or any Services provided under them if the other party breaches any obligation under these Terms of Service and fails to remedy the situation within 15 days following receipt of a written notice to that effect from the non-breaching party. However, if the breach is not capable of being remedied (due to its nature), then no remedy period will be required, and that termination will be effective as of the date stated in the written notice given by the non-breaching party to that effect. For clarity, breach of your obligations under any of the following paragraphs will be considered a material breach of these Terms of Service: 1.h (Allowed Use), 2.h (Responsible Use of Our Technologies), 5.d (Permission to Use Genetec Property), and 8.a (Customer Promises).

e. Suspension. Without limiting our termination rights, we may suspend or limit your access to or use of the Services, in full or in part, without prior notice to you, if we determine that you access or use our Services in violation of these Terms of Service or in a manner that poses a serious risk to us or to others (such as our licensors, suppliers, or other customers).

f. Effect of Termination. Upon termination of any Service: (i) we will stop providing you with that Service, (ii) all licenses provided to you as part of that Service (including to any Supplied Software and any other Genetec Property) will terminate (which also means that you must stop using and uninstall all Supplied Software from all your devices, although you may keep a copy of it for regulatory compliance purposes); (iii) we will promptly return to you all tangible Customer Property and permanently destroy all intangible Customer Property in our possession, so long as it is not required for our provision or your use of other Services, and (iv) you will promptly return to us all tangible Genetec Property (including any Supplied Hardware, which must be handled in accordance with the terms of the Hardware Addendum) and permanently destroy all intangible Genetec Property in your possession, so long as it is not required for our provision or your use of other Services. You are responsible for backing up all Customer Content prior to the termination of the affected Cloud Service. However, to help you avoid loss of Customer Content upon termination of a Cloud Service, we will keep it in a dormant state in your account for one month following that termination, after which it will be deleted in accordance with our data retention policy. Both you and us may request that the other party issues a signed certificate confirming its compliance with the above requirements. The termination of these Terms of Service in their entirety will be handled by addressing the termination of each active Service separately in accordance with the terms outlined above in this paragraph.

g. Survival. All articles and paragraphs of this document that are intended (due to their nature or for the interpretation these Terms of Service) to remain in effect after its termination will survive and continue to apply between you and us despite any termination of these Terms of Service. This includes (but is not limited to) the following: 1.c, 1.h, 2.a, 2.b, 2.c, 2.h, 5, 6, 7.e, 7.g, 8, and 9.

8. Warranties, Indemnities and Limitation of Liability

a. Customer Promises. By using our Services, you represent and warrant that you have all necessary permissions, authorizations, and consents to use the Services in a manner described in these Terms of Service, and you have taken and will take such steps as may be necessary to ensure that your use of the Services complies with the applicable laws. The above also means that you may not use our Services in a manner or for any purpose that is unlawful, fraudulent, abusive, or that otherwise breaches any applicable laws, including those pertaining to the privacy and property rights of others. It also means that you may not access or otherwise use our Services or any Genetec Property in a manner that would violate any exports controls or trade sanctions imposed by Canada or the United States. You are fully liable for your users' use of the Services and their compliance with these Terms of Service, including for all their actions and omissions.

b. Genetec Promises. We warrant that we have all necessary permissions, authorizations, and consents to provide you the Services as described in these Terms of Service, and we have taken and will take such steps as may be necessary to ensure that our provision of the Services complies with applicable laws. We also warrant that our Services will be carried out with reasonable care and skill, in accordance with prevailing good industry practices and standards. We also warrant that throughout the term of your subscription to any Cloud Services, they will perform in all material respects in accordance with these Terms of Service and our accompanying standard technical documentation, so long as you use them in accordance with such documentation. If we do not meet the warranties above, we will, at our option and cost, and as your only remedy for our breach of these warranties, either reperform the Services that do not comply with this warranty or refund the fees that you paid for the provision of the affected Services (or, in the case of any subscription-based Services, refund any prepaid subscription fees corresponding to the period between the date of your warranty claim and the end of your prepaid subscription term), so long as you identify the relevant issue amounting to a breach of our warranty within sixty (60) days from the date of provision of the relevant Services.

c. Disclaimer of other warranties. Except for the warranties described above in this article 8, to the maximum extent allowed by applicable laws, we make no promises and give no warranties with regards to the Services or any other Genetec Property, including without limitation with regards to their performance, availability, coverage, uninterrupted availability or operation, security, or that of any software, hardware, services, connections, networks, or third-party services used or provided in association with our Services. Except as specifically stated in these Terms of Service, all Services (including any software and hardware provided in association with them) are provided ‘as is’ and ‘as available’, without any representations, warranties, or conditions whatsoever, including, without limitation, any warranties of title, security, non-infringement, merchantability, quality, availability, or fitness for a particular purpose.

d. Indemnification by Genetec. We agree to defend you against, or settle, any demands, claims, causes of action, suits, and proceedings (each referred to as a “**Claim**”) brought against you by any unaffiliated third party alleging that any Genetec Property or Customer Acquired IP licensed or provided to you as part of the Services rendered to you by us under these Terms of Service infringe or misappropriate such third party’s intellectual property rights, and we agree to indemnify and hold you harmless from any damages, attorney fees and legal costs finally awarded against you by the competent court, or the amounts payable by you under a settlement approved by us in writing, as a result of such Claim, provided that you promptly give us a written notice of such Claim, give us full control of the defense or settlement of the Claim (but you will still need to approve any settlement in writing, although the approval must not be unreasonably withheld), and provide us with all reasonable assistance at our expense. In the event of any such infringement or misappropriation Claim brought or threatened against you, we may, at our option: (i) obtain for you the right to continue to use the affected Genetec Property or Customer Acquired IP; (ii) replace or modify such Genetec Property or Customer Acquired IP so it becomes non-infringing; or (iii) if we determine that the resolutions described in items (i) and (ii) are not reasonably practicable, then we may end your access to the relevant Genetec Property, Customer Acquired IP, or the associated Services, and refund you for any fees paid for such Genetec Property, Customer Acquired IP, or the associated Services (or, in the case of any subscription-based Services, any prepaid fees corresponding to the period between the date of our notice asking you to stop using the affected items or the related Services and the last date covered by your prepayment). The above obligations will not apply to any Claim that results from modifications to Genetec Property or Customer Acquired IP that were not made by us or authorized by us in writing, from any use of Genetec Property or Customer Acquired IP in violation of these Terms of Service, or from any items not provided by us. This paragraph outlines our entire liability and your sole remedy with respect to any Claims concerning infringement or misappropriation of third-party intellectual property rights.

e. Indemnification by Customer. You agree to defend us against, or settle, any Claims brought against us by any unaffiliated third party alleging that any Customer Property (other than any Customer Acquired IP) infringes or misappropriates such third party's privacy or intellectual property rights, or otherwise violates any applicable laws, and you agree to indemnify and hold us harmless from any damages, attorney fees and legal costs finally awarded against us by the competent court, or the amounts payable by us under a settlement approved by you in writing, as a result of such Claim, provided that we promptly give you a written notice of such Claim, give you full control of the defense or settlement of the Claim (but we will still need to approve any settlement in writing, although the approval must not be unreasonably withheld), and provide you with all reasonable assistance at your expense.

f. Limitation of Liability. Except for the parties' respective confidentiality and indemnity obligations under these Terms of Service, to the maximum extent allowed by applicable laws, neither we nor you will be liable to the other party for any special, exemplary, indirect, incidental, consequential, or punitive damages, regardless of the theory of action. We will not be liable for any loss or corruption of any Customer Content or Customer Materials, or for any costs or expenses associated with backing up or restoring any of such Customer Content or Customer Materials. Our total aggregate liability for all Claims by you under these Terms of Service or in association with any Services will be limited to the amounts paid by you for the provision of such Services during the twelve (12) months immediately preceding the occurrence of the event giving rise to your Claim.

9. General

a. Contact information. If you wish to contact us for matters related to these Terms of Service, please write us at: Genetec, 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Legal Department, with a copy to legal@genetec.com. If we need to contact you for matters related to these Terms of Service, we will use the contact information that you last provided to us. Please promptly inform us of any changes to your contact information. All notices will be deemed delivered on the date shown on the postal receipt, or on the courier, or electronic mail confirmation of delivery.

b. Force Majeure. You understand that circumstances outside of our reasonable control (such as, without limitation, fires, floods, pandemics, sabotage, large scale outbreaks of computer virus, malware or other malicious code, strikes, riots, wars or other military action, civil disorder, acts of terrorism, internet or power outages, or the like) may cause delays in our ability to perform the Services. You understand that we will have no liability whatsoever

towards you and your users for any damages resulting from any delay or incapacity to perform any affected Services due to any such event taking place.

- c. Waiver. The failure by a party to fully enforce any of its rights under these Terms of Service does not affect the right to require such performance at another time, nor must any failure or delay to enforce any right or privilege by a party under these Terms of Service be interpreted as a waiver of such right or privilege by that party.
- d. Severability. If any part of these Terms of Service is held by a court of competent authority to be invalid, unenforceable, or otherwise contrary to the law, that part will be considered automatically changed and interpreted to best accomplish the objectives of the original text to the fullest extent allowed under that law. In any event, the remaining parts of these Terms of Service will remain in full force and effect.
- e. Modifications to these Terms of Service and Other Documents. As the scope and the privileges associated with our Services are designed to evolve over time, they may require us to keep these Terms of Service up to date. As such, we may update these Terms of Service (including any addenda) and other documents referenced here at any time by posting the new versions on our website. If we have a notification email address associated with your account on record, we will also send you an email to inform you of any such revision. Unless our email to you states a different validity date, the revised terms will become effective and apply to you thirty (30) days from your receipt of our email or from the date of their publication on our website, whichever occurs first.
- f. Transfer of these Terms of Service. Neither party may assign or otherwise transfer these Terms of Service or any of its rights or obligations hereunder to any person or entity, in whole or in part, without the other party's prior written consent. However, we may assign or transfer these Terms of Service to a Group Member by giving a written notice to that effect to you. Any attempted assignment or transfer by you in violation of this requirement will be void and unenforceable against us.
- g. Dispute Resolution. The governing law defined below in this paragraph, except for conflict of laws principles, will apply to interpret and enforce these Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Each party irrevocably and unconditionally waives the right to a trial by jury in any claim to the extent allowed by applicable laws. All disputes arising out of or in connection with these Terms of Service or the provision of any Services under this document that cannot be resolved amicably must be exclusively and finally settled in the competent courts, as specified below in this

paragraph. However, each party may seek injunctive or other equitable relief in any other jurisdiction (under the applicable laws of such jurisdiction) to protect its interests in case of any breach or infringement of its rights related to intellectual property or confidentiality in such jurisdiction. For the purpose of this paragraph, if your address of incorporation is located (i) in Canada, then the laws governing these Terms of Service will be the laws of Ontario, Canada, and the competent courts will be those based in Ottawa, ON, Canada; (ii) in any country in North America or South America other than Canada, then the governing laws will be the laws of Massachusetts, USA, and the courts based Boston, MA, USA; or (iii) anywhere else in the world, then the governing laws will be the laws of England and Wales, UK, and the courts based in London, UK.

h. U.S. government users. If you are an entity of the U.S. Government, or if these Terms of Service otherwise become subject to the Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations (DFARS) or similar regulatory regimes, our Services, our software and hardware, and any related documentation are “commercial items” in accordance with the applicable regulations.

i. Interpretation and Entire Agreement. These Terms of Service, together with all the addenda and other documents mentioned above, constitute the entire agreement between you and us with regards to the subject matter covered in this document, and replaces any other communications and agreements between you and us. In the event of any inconsistency or conflict between these Terms of Service and any addenda or other documents referenced in this document, the terms outlined in these Terms of Service will prevail, unless it is specifically stated otherwise (either in this document, in any applicable addendum, or another document referenced above).

These Terms of Service have been last updated on April 8, 2024. The latest version of these Terms of Service may be found at www.genetec.com/legal/tos. We invite you to subscribe to the legal notifications in our communications preference center (at www.genetec.com/preference-center) to, among other things, be notified of any major changes to this document.

Partners

Channel Partners

Technology Partners

Consultants

Partner & Integration Hub

Company

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Careers

Events

Press center

Customer stories

Trust & cybersecurity

Patents

Resources

Technical support

Professional services

Training

TechDoc Hub

Blog

Podcast

Webinars

Grants (US only)

Products

Security as a service

Unified security

Video management

Access control

License plate recognition

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Company Name: West Valley City
Street Address
City, ST, Zip Code
Contact Name Sgt. Ammon Fox
Phone: 801-509-1770
email: ammon.fox@wvc-ut.gov

Revision 1

Date: 8/15/2025
Quotation #: 25WVC0815.1
Terms: Net 30
Shipping : Pre-paid and added to invoice
Availability:
Valid Until: 9/4/2025
Sales Person: Karl Prince

If you have any questions concerning this quotation , please contact:
Karl Prince
(801) 491-3804 Ex 132 (office)
(801) 874-4355 (mobile)
kprince@aessystems.com

Sign below to Accept Quote:

Authorized Rep

Date

Due to evolving market and economic conditions—including potential changes to import tariffs, supply chain disruptions, and supplier cost adjustments—we may need to revise our pricing on shorter notice if needed. This may be done by charging for tariff expenses (at cost if possible) and or passing on any price increases.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH GENEVA ROCK
PRODUCTS, INC., FOR PROPERTY LOCATED AT 6852 WEST
6200 SOUTH.**

WHEREAS, GENEVA ROCK PRODUCTS INC., (herein “Developer”) owns real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the “Project”); and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Geneva Rock Products, Inc.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Geneva Rock Products, Inc to set forth landscaping requirements for the 6200 South frontage of property at 6852 West 6200 South.

BACKGROUND:

On October 23, 2024, a conditional use application was approved for the addition of a Hot Mix Asphalt Plant at Geneva's existing facility. The property has frontage along 6200 South so the requirements outlined in Chapter 7-10 of the West Valley City Municipal Code, Landscaping Standards for High Image Arterials apply to this property. Properties along these arterials are required to include a 20' landscaped setback from the property line. At this location however, there is additional right-of-way that was originally acquired by Utah Department of Transportation (UDOT) during the Mountain View Corridor project. This area lies between the subject property and 6200 South. West Valley City is currently working on a roadway project that will include an additional 12' of pavement and a 10' wide sidewalk along this frontage. Therefore, it has been determined that the additional area is no longer needed for the roadway. Due to the location of the existing gravel pit and Geneva's operation, a development agreement and frontage design has been proposed.

This would include a minimum setback of 20' of landscaping along the frontage which then widens to between 42' and 37' heading east. The existing area width will remain as shown on the plans and that will all be maintained and approved as outlined in Exhibit C. This area would include live plant material in the first 20' with a minimum of one tree every 30', 4 shrubs per tree and at least two different varieties of rock mulch. The remaining portion of the setback will be completed with gravel and the entire area will be maintained by the developer as outlined in the attached agreement.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 27th day of August, 20____, by and between Geneva Rock Products, Inc., a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 6852 West 6200 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 108.87 acres of real property located at approximately 6852 West 6200 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new industrial development (the "Project"); and

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

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

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

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

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

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

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

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

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B" and "C".

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

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

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

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

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

TO DEVELOPER:

Geneva Rock Products, Inc.
15 West South Temple, Suite 1701
Salt Lake City, Utah 84101

TO CITY:

West Valley City
Ifo Pili, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

WITH A COPY TO:

West Valley City Attorney's Office
Attn: Brandon Hill
3600 Constitution Blvd.
West Valley City, Utah 84119

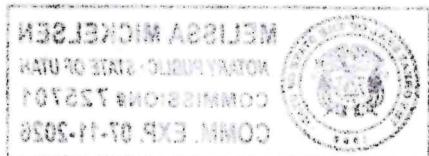
Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

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

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

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

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



(Signatures Follow)

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office
By: Brandon Hill
Date: 8/27/2025

DEVELOPER

By: Ryan Dallin

Its: PRESIDENT

State of UTAH)

:ss

County of SALT LAKE)

On this 28th day of AUGUST, 2025, personally appeared before me RYAN DALLIN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she executed the foregoing document on behalf of Geneva Rock Products, Inc., and that he or she was authorized to execute said document by said entity's bylaws or a resolution of its Board of Directors.

Frank

Notary Public



EXHIBIT B

DEVELOPMENT STANDARDS

1. The landscape setback along 6200 South shall be installed as outlined in Exhibit C and no section of that setback shall be less than 20' in width.
2. Live plant material shall be installed within the first 20' of that setback area.
3. There shall be one tree for every 30' of frontage as outlined in Chapter 7-10 of the West Valley City Municipal Code.
4. There shall be a minimum of 4 shrubs per tree and at least two varieties of rock mulch.
5. Developer shall be solely responsible for installation and maintenance of all improvements installed pursuant to Exhibit C.
6. The City owns certain property contained within the landscape plan in Exhibit C and hereby authorizes Developer to install the landscaping on said property. In the event that the City chooses to install additional roadway improvements on said City-owned property, the City shall be entitled to do so without compensation to Developer. However, the City shall either reimburse Developer for the cost of replacing the landscaping required in this Agreement or waive any requirement to reinstall said landscaping removed by the City's work, at the sole discretion of the City.

EXHIBIT A

LEGAL DESCRIPTION

Parcel#: 20-15-400-013

BEG W 1/4 COR SEC 14, T2S, R2W, SLM; S 89°41'38" E 76.779 FT; SW'LY ALG CURVE TO L 518.41 FT; N 82°07' W 15 FT; S'LY ALG CURVE TO L 704.584 FT; S 85°37' E 15 FT; S'LY ALG CURVE TO L 473.528 FT; N 87°58' W 50 FT; S'LY ALG CURVE TO L 362.391 FT; S 0°14' W 375.527 FT; W 200.101 FT; S 197.811 FT; N 89°37'23" W 2184.96 FT; N 0°05'30" W 2617.587 FT; S 89°41'38" E 2555.39 FT M OR L TO BEG. EXCEPT BEG N 89°41'38" W 200 FT FR W 1/4 COR SD SEC 14; S 0°06' E 2.26 FT; S'LY ALG CURVE TO R 168.45 FT; S'LY ALG CURVE TO L 1899.06 FT; S 333.56 FT; W 5.04 FT; S 225 FT; N 89°37'23" W 66 FT; N 558.12 FT; N'LY ALG CURVE TO R 1909.7 FT; N'LY ALG CURVE TO L 157.69 FT; N 0°06' W 2.73 FT; S 89°41'38" E 66 FT TO BEG. LESS & EXCEPT, BEG N 89°41'38" W 266 FT FR E 1/4 COR SEC 15, T2S, R2W, SLM; S 0°05'58" E 2.73 FT; S'LY ALG A 967 FT RADIUS CURVE TO R 157.69 FT; S'LY ALG A 11,837.70 FT RADIUS CURVE TO L 1909.68 FT; S 0°00'02" W 557.90 FT; N 89°37'29" W 547.72 FT; N 0°02'05" E 99.39 FT; N 87°44'52" E 146.69 FT; N 0°09'22" E 541.19 FT; N 05°20'20" E 301.23 FT; N 15°47'16" E 356.61 FT; N 14°06'51" E 359.53 FT; N 09°02'57" E 395.58 FT; N'LY ALG A 13,795 FT RADIUS CURVE TO L 591.49 FT; S 89°41'38" E 226.45 FT TO BEG. ALSO LESS & EXCEPT, BEG AT THEE 1/4 COR SEC 15, T2S, R2W, SLM; S 89°55' E 76.84 FT; S'LY ALG A 11,519.20 FT RADIUS CURVE TO L 518.76 FT; N 82°07' W 15 FT; S'LY ALG A 11,534.20 FT RADIUS CURVE TO L 704.58 FT; S 85°37' E 15 FT; S'LY ALG A 11,240.24 FT RADIUS CURVE TO L 833.11 FT; S 0°14' W 575.74 FT; N 89°37'29" W 50 FT; N 0°07'04" E 198.87 FT; W 200.13 FT; N 0°00'02" E 360.78 FT; N'LY ALG A 11,771.70 FT RADIUS CURVE TO R 1899.03 FT; N'LY ALG A 1032.97 FT RADIUS CURVE TO L 168.45 FT; N 0°05'58" W 2.26 FT; S 89°41'38" E 200 FT TO BEG. LESS & EXCEPT, BEG S 89°49'51" E 68.35 FT & N 00°06'25" W 33.35 FT FR THE S 1/4 COR OF SEC 15, T2S, R2W, SLM; N 00°06'25" W 23.65 FT; S

EXHIBIT C
LANDSCAPING PLAN

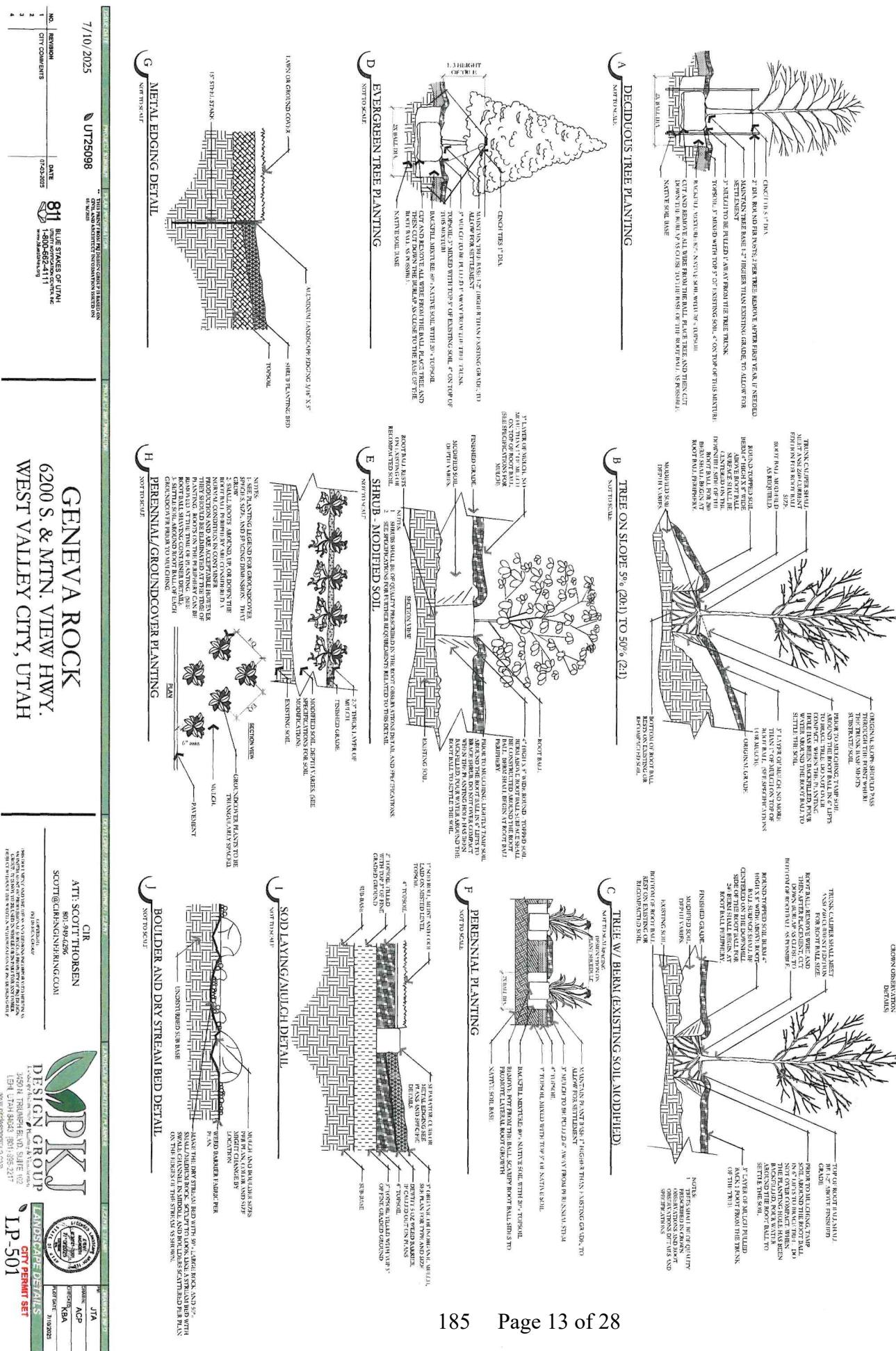
VICINITY MAP

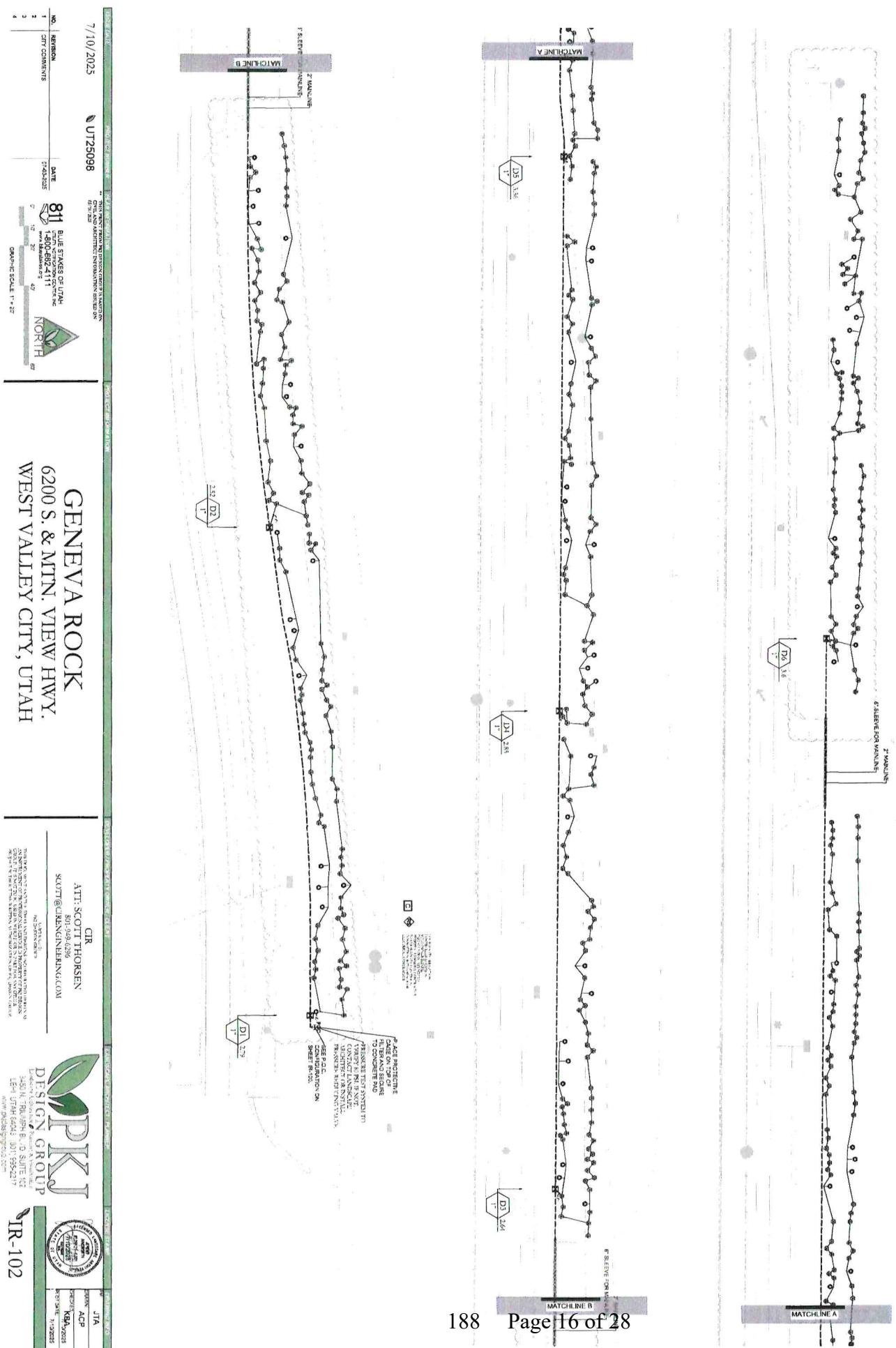
OSITE MATERIALS LEGEND

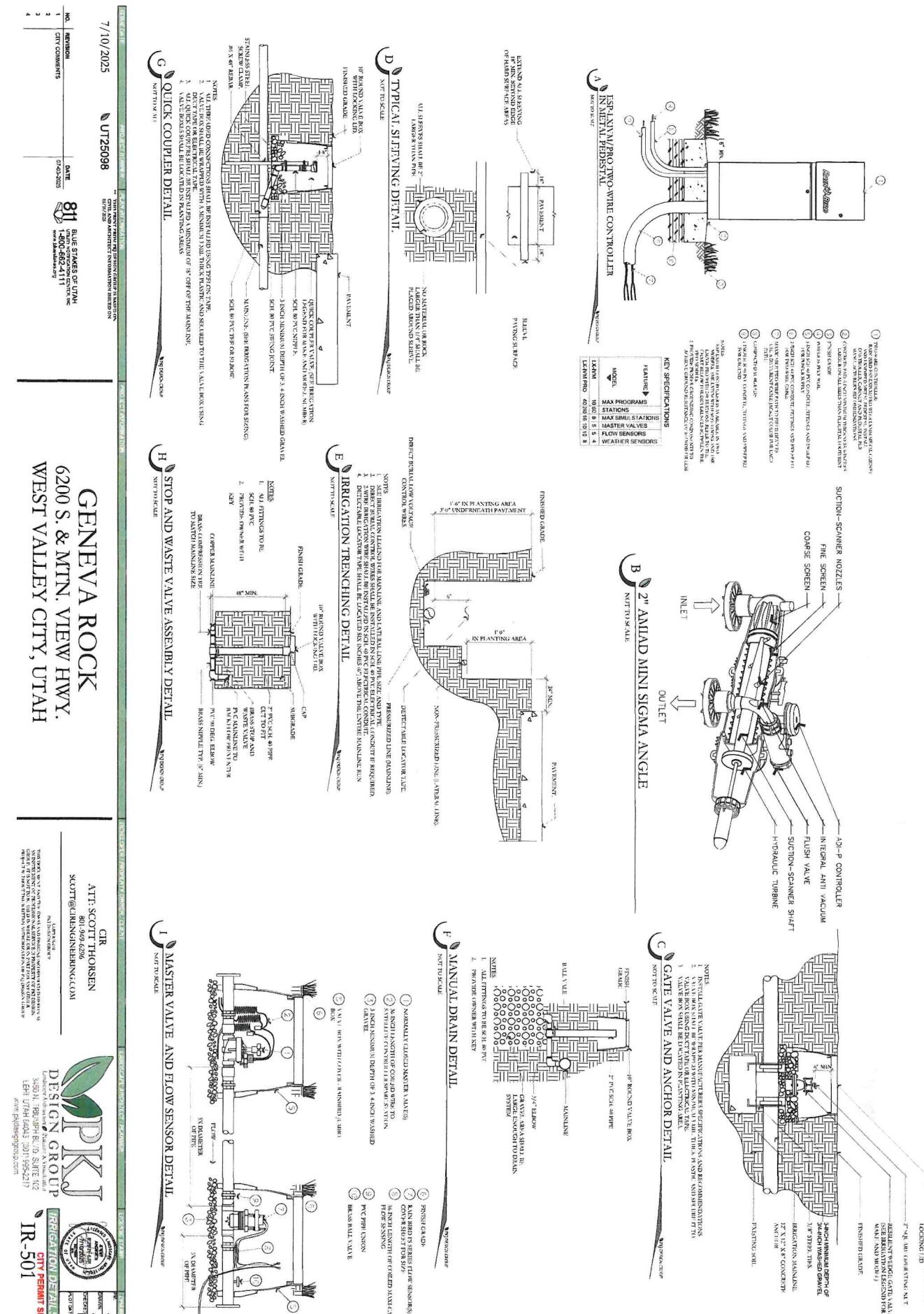
 1 LANDSCAPE	LANDS CRUSHED ROCK, MUDFLAT AND UNDER APEX TUL. SLENT SUPPLIES KED TURNOVER, MUDFLAT AND UNDER APEX TUL. MUDFLAT LANDSCAPE NOTES FOR ADDITION, SHEET #231A.  2 HARDSCAPE
 3 LANDSCAPE	LANDS CRUSHED ROCK, MUDFLAT AND UNDER APEX TUL. SLENT SUPPLIES KED TURNOVER, MUDFLAT AND UNDER APEX TUL. MUDFLAT LANDSCAPE NOTES FOR ADDITION, SHEET #231A.  4 HARDSCAPE

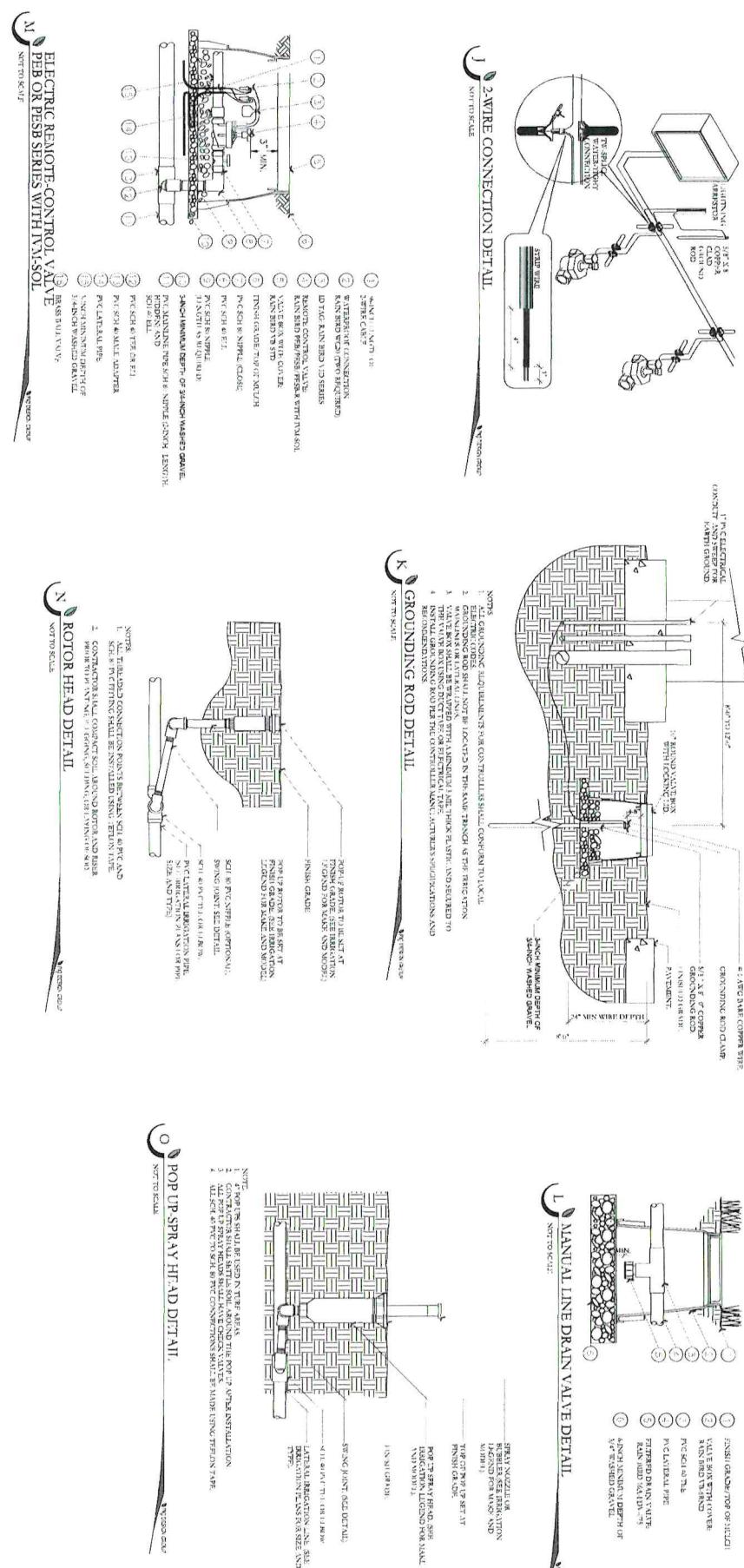
182 Page 10 of 28











M-4-2025

- Applicant: West Valley City and Geneva Rock Products Inc.
- Request: A development agreement between the City and Geneva Rock Products, Inc to set forth landscaping requirements for the 6200 South frontage of property at 6852 West 6200 South.
- Location: 6852 West 6200 South; zoned M, Manufacturing
- Staff: Jody Knapp

M-4-2025
6852 W 6200 S



M-4-2025
6852 W 6200 S





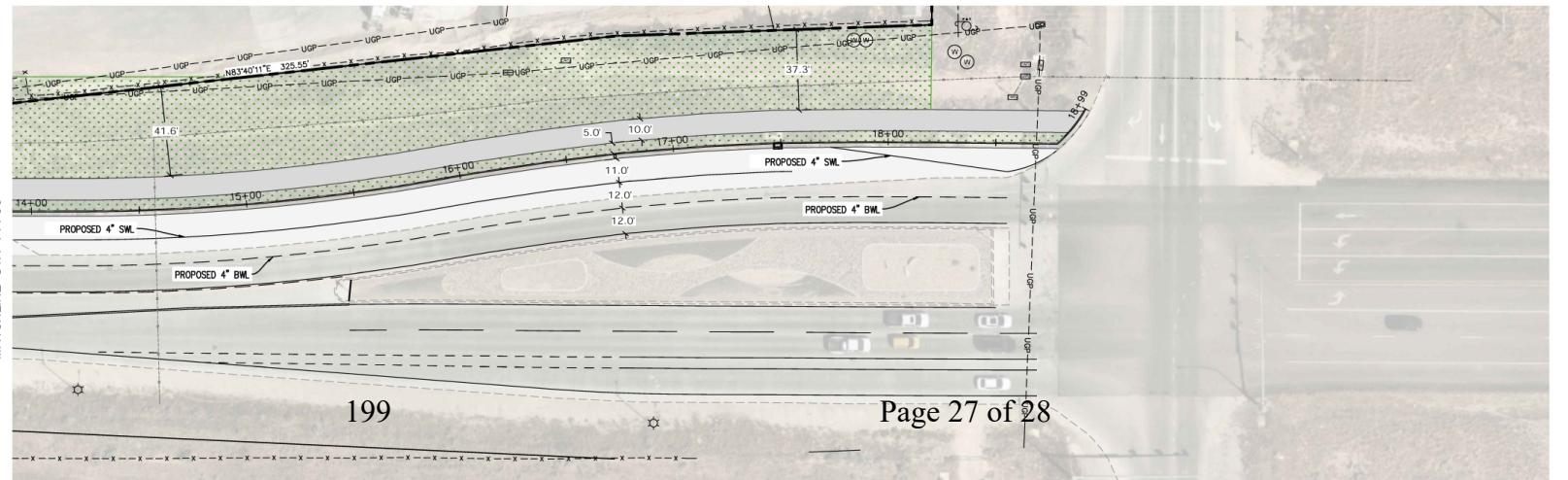
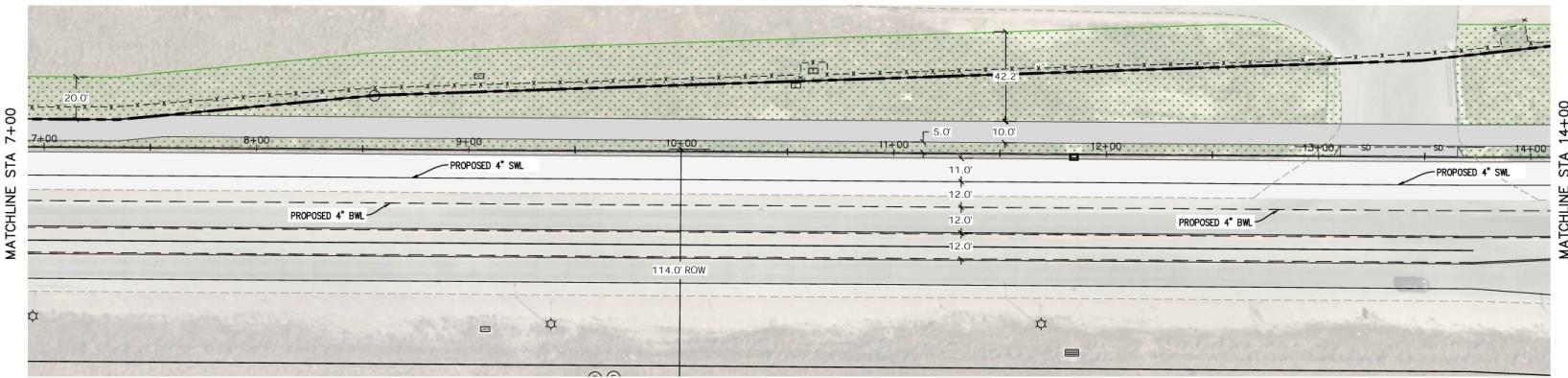
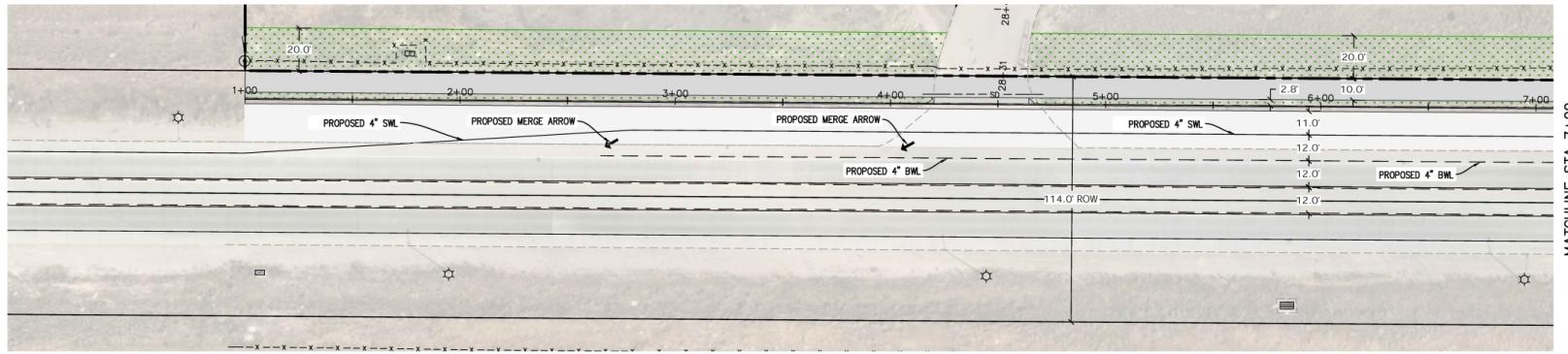
M-4-2025



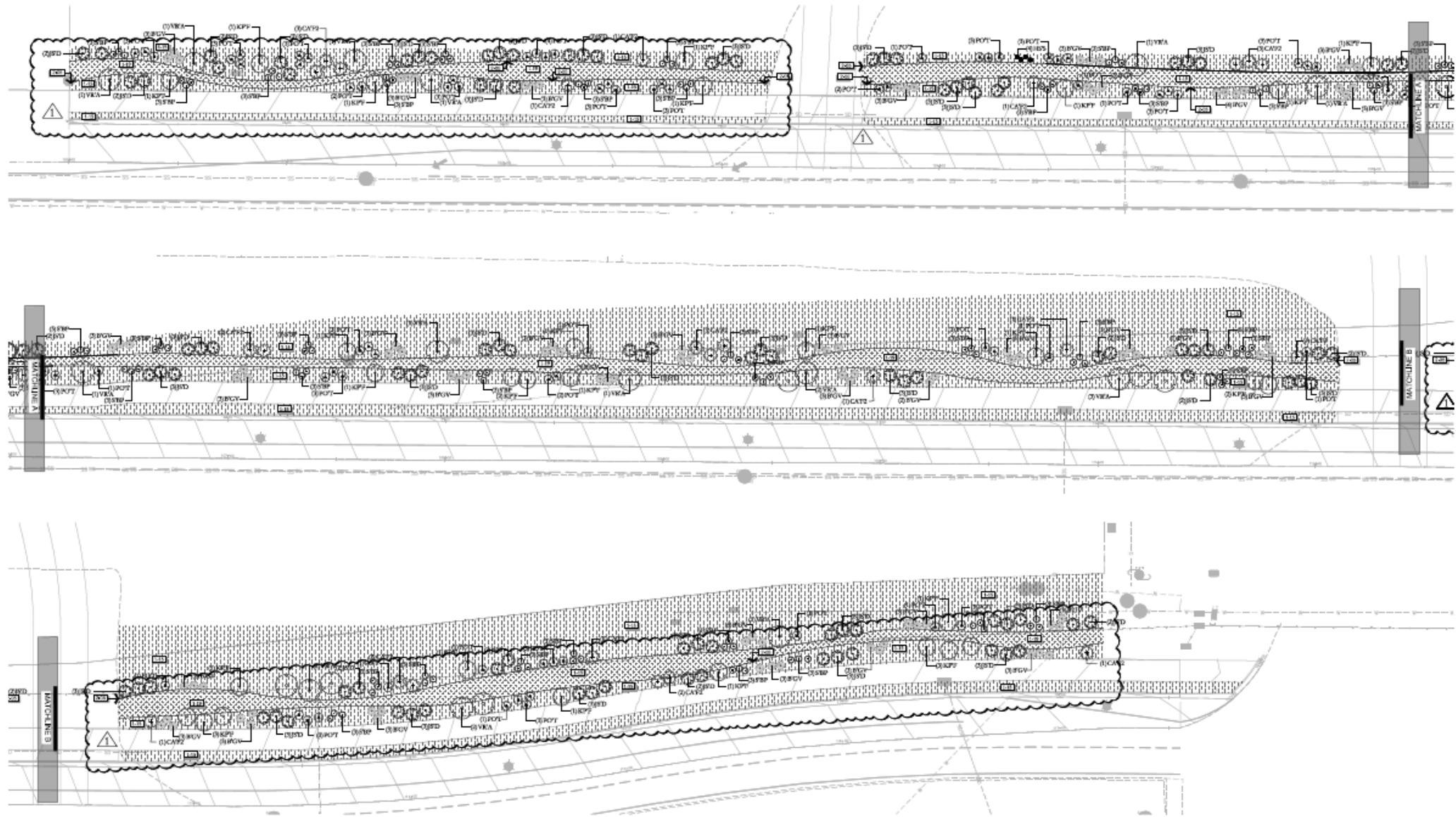
M-4-2025



M-4-2025



M-4-2025



ISSUE DATE		PROJECT NUMBER	PROJECT INFORMATION	
7/10/2025		UT25098	THIS PRINT FROM PLATINUM GROUP IS BASED ON CITY AND ARCHITECT INFORMATION RELEASED ON 06/10/2025	
NO.	REVISION	DATE	811	BLUE STAKES OF UTAH 1-800-662-4111 www.bluestakesutah.com
1	CITY COMMENTS	07-03-2025	NORTH	GRAPHIC SCALE: 1" = 20'

GENEVA ROCK
6200 200 MTN. VIEW HWY.
WEST VALLEY CITY, UTAH

CIR
ATT: SCOTT THORSEN
801-949-6296
SCOTT@CIRGEENGINEERING.COM
Page 28 of 28

THIS DOCUMENT AND THE INFORMATION CONTAINED THEREIN IS THE PROPERTY OF PKJ DESIGN GROUP.
IT MAY NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER
PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.

**PKJ**
DESIGN GROUP
Landscape Architects • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkdjdesigngroup.com


LANDSCAPE PLAN
CITY PERMIT SET
LP-102

Item #:	
Fiscal Impact:	\$642,030.00
Funding Source:	Road Impact Fees
Account #:	31-7580-40750-75153-0000
Budget Opening Required:	Yes

ISSUE:

A resolution authorizing the execution of a Reimbursement Agreement between West Valley City and Geneva Rock Products, Inc., for roadway improvements on 6200 South.

SYNOPSIS:

Reimbursement agreement for improvements requested by West Valley City to be built by Geneva Rock Products, Inc. on 6200 South.

BACKGROUND:

Geneva Rock is converting their concrete batch plant to a Hot-Mix Asphalt plant on 6200 South just west of Mountain View Corridor. Per City Code, these site improvements require the construction of frontage improvements along 6200 South including curb, gutter, and sidewalk. Since 6200 South is identified in the City's Impact Fee Facility Plan and General Plan as a future five-lane roadway, West Valley City is requesting that Geneva Rock also construct an additional travel lane. This work will be reimbursed with Road Impact Fees.

The city is also requesting a wider sidewalk that can serve as a future shared-use path, connecting planned trails along both Mountain View Corridor and Bacchus Highway. West Valley City will reimburse Geneva Rock for the additional sidewalk width.

RECOMMENDATION:

Execute the reimbursement agreement with Geneva Rock Products, Inc. authorizing the city to pay \$642,030.00 per the agreement

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT
BETWEEN THE CITY AND GENEVA ROCK PRODUCTS, INC.**

WHEREAS, Geneva Rock Products, Inc. (“Geneva”) owns property at approximately 6852 West 6200 South; and

WHEREAS, in order to develop said property, Geneva is required to install certain improvements on and adjacent to 6200 South; and

WHEREAS, Geneva is also willing to install certain additional improvements desired by the City, conditioned upon reimbursement for the cost of the improvements; and

WHEREAS, an agreement has been prepared by and between the City and Geneva, a copy of which is attached hereto and entitled “Reimbursement 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 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

**WEST VALLEY CITY
REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT is entered into this 2ND day of SEPTEMBER, 2015, by and between West Valley City, a Utah Municipal Corporation (herein the "City"), and Geneva Rock Products, Inc. (herein the "Developer") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Developer is constructing certain improvements at the existing Geneva Rock asphalt plant (herein the "Project"), which is located at approximately 6852 West 6200 South in West Valley City, Utah; and

WHEREAS, the Developer is providing improvements to certain roadway facilities located within and adjacent to the boundaries of the Project; and

WHEREAS, the cost of constructing said facilities has exceeded the Developer's obligations for the Project as required by City ordinances and State law; and

WHEREAS, notwithstanding the fact that the cost of constructing the improvements has exceeded the Developer's obligation, the Developer was willing to finance and construct the additional improvements in order to facilitate the development of the Project; and

WHEREAS, the West Valley City Municipal Code provides that, subject to certain terms and conditions, the City will reimburse the Developer for the cost of constructing improvements, to the extent that those costs exceed the cost the Developer is obligated to expend under City ordinances for the Project; and

WHEREAS, the Parties desire to enter into an agreement (herein the "Agreement") by which the City will reimburse the Developer for said improvements.

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

AGREEMENT:

1. **Construction of Improvements.** The Developer hereby acknowledges that the construction of roadway improvements is necessary for the development of the Project, is lawfully required by the City pursuant to the West Valley City Code and applicable State and federal law and is a lawful condition precedent to the approval and development of the Project. The Developer further expressly acknowledges that the approval of the Project by the City and the willingness of the City to execute this Agreement are both the result of the

Developer's request that the City accommodate the Developer's desire to complete the Project.

2. **Roadway Improvements.** Certain improvements which are being constructed by the Developer are part of the City's roadway system and are in excess of the Developer's obligations under law. The improvements are described in Exhibit A to this Agreement and are referred to as the "Excess Improvements." The reimbursement to the Developer set forth in this Agreement is contingent upon the inspection and acceptance of the Excess Improvements by the City. The Excess Improvements shall be constructed in accordance with all applicable requirements under City ordinances, including but not limited to the City's adopted Engineering Standards.
3. **Reimbursement.** City will pay the Developer the lump sum of \$642,030.00 within 30 days after the inspection and acceptance of the Excess Improvements by the City.
4. **Full Compensation and Waiver.** The Developer hereby agrees that the reimbursement described in Section 3 shall constitute the full and entire amount of reimbursement payable to Developer. Developer shall not be entitled to any additional reimbursement, compensation, incentive or other payment related to this Project or any other project within the City as of the effective date of this Agreement. This Section shall not apply to future projects, not yet contemplated, in the City. Developer hereby waives any claim for reimbursement or refund of any fees, charges, assessments, or costs incurred by the Developer in the course of developing the Project and acknowledges that the reimbursement set forth in Section 3 constitutes full and complete satisfaction of any such claims.
5. **No Accrual of Interest.** The Parties expressly agree that the total potential reimbursement to the Developer, as set forth in this Agreement, has not, to the date of this Agreement, and shall not in the future, accrue interest.
6. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party 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 Developer:

If to the City:

West Valley City
Attn: Public Works Director
3600 South Constitution Blvd.
West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and expressly supersedes any prior agreements between the City and the Developer regarding the subject matter contained herein. No statement, promise or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.
8. **No Third Party Beneficiary.** This Agreement is not intended to create, nor shall it be deemed to create, any right in any person or entity who is not a party to this Agreement and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.
9. **Severability.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.
10. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Any litigation arising from or relating to the content or subject matter of this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
11. **Term of Agreement.** This Agreement shall remain in force until such time as the Developer has received the reimbursement as set forth in Section 3.

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

(Signatures follow)



WEST VALLEY CITY

Mayor

Attest:

City Recorder

APPROVED AS TO FORM

WVC Attorney's Office

By: Brandon Hill

Date: 8/13/2025

DEVELOPER

Ryan Dallin

PRESIDENT

State of UTAH)

County of SALT LAKE)

:ss

On this 2ND day of SEPTEMBER, 2025, personally appeared before
me RYAN DALLIN, whose identity is personally known to me or proved to me
on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing
instrument on behalf of Geneva Rock Products, Inc., and that he or she was authorized to execute
said instrument by said entity's bylaws or a resolution of its Board of Directors.

RP

Notary Public



EXHIBIT A

EXCESS IMPROVEMENTS INSTALLED BY DEVELOPER

6852 WEST 6200 SOUTH, WEST VALLEY CITY, UTAH 84118

WC GENÈVA ASPHALT PLAN I

Sectio in Fland.

A diagram of a key map, likely for a keyboard. It features a red hatched rectangular area in the upper right corner. To the right of this area, the text 'G1' is printed vertically. The rest of the key map is white with black outlines for the keys.

KEY MAP
NOT TO SCALE

BTL =	BROKEN WHITE LINE
DTL =	DOTTED WHITE LINE
DYL =	DOUBLE YELLOW LINE
DL =	LAND DROP LINE
SASTL =	SOLID AND BROKEN YELLOW LINE
SB =	STOP BAR
STL =	SOLID WHITE LINE
STY =	SOLID YELLOW LINE
BYL =	BROKEN YELLOW LINE

PAVEMENT MARKINGS AND
MESSAGES SHALL CONFORM TO THE
UTAH MUTCD UNLESS OTHERWISE
INDICATED
1. FOR HUMAN SURFACES, USE
PAVEMENT MARKING PAINT.
2. ALL PAVEMENT MESSAGES SHALL
BE PREFORMED THERMOPLASTIC.
3. ALL SIGNS SHALL USE A P5 POST
LINELESS, NOTED OTHERWISE.

10' Sidewalk - 5' additional width required

Additional 12' pavement width

MATERIAL LINE STA 14+00

PROPOSED 4' STA

PROPOSED 4' RRA

PROPOSED 4' STA

PROPOSED 4' RRA

PROPOSED 4' STA

11.0

12.0

12.0

12.0

12.0

12.0

12.0

11.0 ROW

11.0 ROW

Hand-drawn cross-sectional diagram of a dam structure. The diagram shows a central vertical axis with a green shaded area representing the dam body. Various dimensions are labeled in feet (ft) and meters (m). Key dimensions include:

- Top width: 20.0 ft (6.1 m)
- Height: 11.0 ft (3.3 m)
- Base width: 12.0 ft (3.7 m)
- Left side elevation: 11.0 ft (3.3 m)
- Right side elevation: 12.0 ft (3.7 m)
- Central vertical axis: 11.0 ft (3.3 m)
- Dashed line: PROPOSED 4 ft
- Solid line: PROPOSED 6 ft

Reimbursement Agreement
WVC Geneva Asphalt Plant
6852 W 6200 S

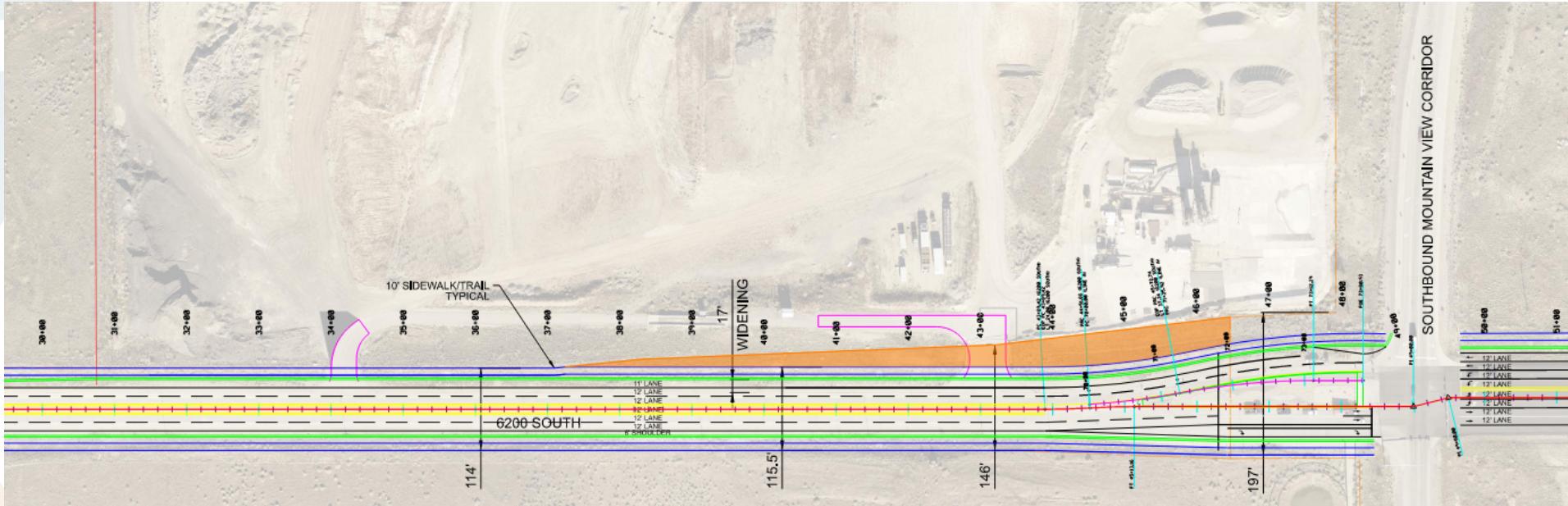
8/7/2025

Required Additional Right of Way Improvements

Item	#	Type of Work	Qty	Cost Each	Mea s.	Original Bond Amount
1		Additional Concrete Sidewalk: Excavation, 4" Base Course, 6" Concrete (5' x 1800')	9000	\$10.75 SF		\$96,750.00
2		Roadway Widening: Excavation, 8" Base Course, 3" HMA Paving, 9" PCCP (12' x 1775')	21300	\$25.60 SF		\$545,280.00
				Total=		\$642,030.00

Reimbursement Agreement

6200 South Roadway Improvements



- An agreement with Geneva Rock Products, Inc. to construct roadway improvements on 6200 South.
- **Recommendation:** Execute the agreement for an amount not to exceed \$642,030.00

Item:	_____
Fiscal Impact:	<u>\$ 310,000</u>
Funding Source:	<u>Transportation Funds</u>
Account No:	<u>45-9610-40750-75305-0000</u>
Budget Opening Required: No	

ISSUE:

A resolution authorizing the City to award a construction contract for the 2025-26 WEST Sidewalk Repair project

SYNOPSIS:

The lowest responsible bid was received by Aarrow Landscape in the amount of \$281,622.00.

BACKGROUND:

The City has a sidewalk repair program that focuses on repairing all damaged sidewalks within a neighborhood. There are many locations throughout the City that have very severe damage to the sidewalks that have largely been caused by tree roots. This project concentrates on those severely damaged sidewalks west of 4800 West. A similar project will be bid later this fiscal year for repairs on the east side of the City.

This project includes the repair of damaged sidewalks in approximately 74 locations, including the removal of over 79 trees, repairing approximately 1848 feet of sidewalks.

Locations can be viewed at the following link:

[2025-26 WEST Sidewalk Repair project](#)

Bids were opened for the project on July 30, 2025. A total of seven (7) bids were received. The lowest responsible bidder was Aarrow Landscape. in the amount of \$281,622.

RECOMMENDATION:

Award the contract to Aarrow Landscape in the amount of \$281,622. and authorize the Public Works Department to spend up to \$310,000 on potential change orders.

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO ARROW
LANDSCAPE FOR THE 2025-2026 WEST SIDEWALK
REPAIR PROJECT.**

WHEREAS, West Valley City solicited bids in accordance with state law to construct the 2025-2026 West Sidewalk Repair Project (the “Project”); and

WHEREAS, Aarrow Landscape (hereinafter, “Contractor”) submitted the lowest responsive and responsible bid; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor for the Project.

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

1. The contract is hereby awarded to Contractor in the amount of \$281,622.00, with a total authorization not to exceed \$310,000.00 for the Project, inclusive of change orders.
2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

2025-26 WEST Sidewalk Repair project

Bid Opening Date: July 30, 2025

City Logo	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 359,580.00				
Response 1 Aarrow Landscape	\$ 281,622.00	\$0.00 0%	\$0.00 0%	\$0.00	\$281,622.00
Response 2 Dirty Boys Contracting LLC	\$ 291,968.00	\$0.00 0%	(\$2,919.68) -1%	(\$2,919.68)	\$289,048.32
Response 3 Pronghorn Construction	\$ 307,413.00	\$0.00 0%	\$0.00 0%	\$0.00	\$307,413.00
Response 4 Stapp Construction	\$ 347,591.00	\$0.00 0%	(\$3,475.91) -1%	(\$3,475.91)	\$344,115.09
Response 5 J & L General Contractor	\$ 351,956.00	\$0.00 0%	\$0.00 0%	\$0.00	\$351,956.00
Response 6 Life is Good investments	\$ 421,074.00	\$0.00 0%	\$0.00 0%	\$0.00	\$421,074.00
Response 7 Beck Construction & Excavation	\$ 502,214.00	\$0.00 0%	(\$4,210.74) -1%	(\$4,210.74)	\$498,003.26

2025-26 Sidewalk Repair Project - WEST

- Project to repair sidewalks west of 4800 West damaged by trees
- Award contract to Aarrow Landscape Construction in the amount of \$281,622
- Project information
 - Repair 74 locations
 - Remove 79 trees
 - Repair 1850 feet of sidewalk



Item #:	
Fiscal Impact:	\$39,200
Funding Source:	State of Utah, Division of Arts & Museums
Account #:	# 37-4142-40480-00000-4002
Budget Opening Required:	Yes

ISSUE:

Authorize West Valley City to accept a grant from the State of Utah, for General Operating Support (GOS) for arts and cultural programming presented by West Valley City's Department of Community Engagement and Culture.

SYNOPSIS:

The State of Utah has approved West Valley City's application for a Division of Arts & Museums General Operating Support (GOS) Grant in the amount of \$39,200. Authorization of the agreement will provide funds to support arts & cultural programs and activities at the Utah Cultural Celebration Center and at other program sites throughout the city for the grant period of July 1, 2025, to June 30, 2026.

BACKGROUND:

The State of Utah, Department of Culture & Community Engagement, Division of Arts & Museums, has provided funding for arts & cultural activities with West Valley City consistently over the years through their General Operating Support (GOS) Grant. The amount awarded for this year is \$39,200. which may be used for arts & cultural program expenses including staff salaries, consultant fees, materials & equipment, marketing and more.

RECOMMENDATION:

Staff recommends West Valley City accept grant funding from Utah State Division of Arts & Museums for General Operating Support (GOS) and execute the State of Utah Grant Agreement.

SUBMITTED BY:

Craig Thomas, Community Engagement and Culture Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE
UTAH DIVISION OF ARTS AND MUSEUMS FOR CULTURAL
PROGRAMMING.**

WHEREAS, the City maintains several programs offering a variety of cultural programming; and

WHEREAS, the Utah Division of Arts and Museums (“UDAM”) is willing to award a grant to the City to support said programs, conditioned upon the execution of an appropriate agreement; and

WHEREAS, the City and UDAM have prepared a State of Utah Grant Agreement (the “Agreement”), setting forth the terms upon which said grant shall be awarded; 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 said grant and execute said Agreement.

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



Contract #

STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Cultural and Community Engagement Agency Code: 710 Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

**West Valley City Corporation,
Community Engagement & Culture Department**
3600 Constitution Blvd
West Valley City, Utah 84119

Contact Person Susan* Klinker

Phone #(801) 965-5101
Email susan.klinker@wvc-ut.gov
Federal Tax ID# 870362454
Vendor # 65729A Commodity Code #99999

LEGAL STATUS OF GRANTEE

Sole Proprietor
 Nonprofit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

2. GENERAL PURPOSE OF GRANT: This grant is to be used for project activities as outlined in the approved FY26/27 General Operating Support (GOS) Grant.
3. GRANT PERIOD: Effective Date: 07/01/25 Termination Date: 06/30/26 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.
4. GRANT COSTS: GRANTEE will be paid a maximum of **\$39200** for costs authorized by this grant.
5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work and Reporting Requirements
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Utah Division of Arts & Museums Certification and Statement of Assurances
6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant. IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Grantee's signature

Date

Agency's signature

Date

Type or Print Name and Title

Division of Finance

Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **Contract** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **Contract Signature Page(s)** means the cover page(s) that the State and Grantee sign.
 - c. **Grantee** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **Non-Public Information** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **State** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **Grant Money** means money provided by the State to a Grantee.
 - g. **SubGrantees** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting, at least annually and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation**, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** All grant applications were reviewed following a conflict of interest policy that was reviewed by the Utah Arts & Museums Boards. Grant application reviews are also subject to

the Department of Utah Public Officers' and Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **INSURANCE:** The State and Grantee represent that they are fully self-insured governmental entities covered by the Utah Division of Risk Management or an equivalent governmental entity within a county or municipal government. Based on this representation, neither party will be required to purchase additional insurance during the term of this Contract.
12. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
13. **PROHIBITED DISCRIMINATORY PRACTICES:** Grantee understands that, under Utah Code 67-27, no portion of this grant may be used to support activities that promote discriminatory practices as defined in [Utah Code 53B-1-118](#).
14. **DISCLOSURE OF OTHER STATE FUNDS:** The Grantee agrees to disclose a comprehensive list of all state funds received, including funds received through direct awards, competitive grants, pass-throughs, partnerships, memorandums of understanding, etc.
15. **LEGISLATIVE APPROPRIATION:** Disbursement of grant funds is subject to legislative appropriation. Appropriations, including grant funds, are subject to legislative action on a year-to-year basis.
16. **RECOUPMENT OF FUNDS:** Per State law (Utah Code 63G-6b-201(4)(e), Grantee consents to follow-up audits and acknowledges that grant funds are subject to clawback if an audit shows that the

grant funds were inappropriately used. If state audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such. See Utah Code 63G-6b-201(4)(e) & (5).

17. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
18. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
 - a. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
19. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
20. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
21. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.
 - a. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.
 - b. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
22. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or

licensed by the other, unless otherwise agreed upon by the parties in writing.

23. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
25. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
26. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

**STATE OF UTAH
Attachment B**

Organization: West Valley City

Attachment B: Scope of Work and Reporting Requirements

This grant is to be used for expenses as outlined in the FY26/27 General Operating Support (GOS) Grant application. The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. As a public entity, it reserves the right to make final decisions on the use of public funds for projects, programs, acquisitions, commissions, or other activities deemed appropriate by the Division and/or Board. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

As per state law, all grants from the state of Utah must provide reporting of performance metrics.

Unless otherwise notified in writing, a final report must be submitted by **June 1, 2026**, and all grant funds must be spent by **June 30, 2026**. Reports will be submitted through the Community Grants Portal.

**STATE OF UTAH
Attachment C**

Attachment C: Payment Schedule (July 1, 2025 – June 30, 2026)

Pending availability of state funds, **West Valley City** will receive **\$39200** as follows:

All grants will be paid in two payments unless the intent language provides a different disbursement schedule, as outlined in UCA 63G-6b-301(2).

First Payment (after July 1, 2025)

Payment of **\$35280** will be paid upon receipt of finalized contract from the Utah State Division of Finance.

Second Payment (April 1 – June 30, 2026)

Payment of **\$3920** will be paid upon receipt of a final report that demonstrates the project/program has been completed, an itemized budget, and a narrative that details how the funds have been spent by the organization.

PAYMENT: The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee. Funding amount is subject to change based upon actions of the Utah State Legislature.

**STATE OF UTAH
(Government Version)
ATTACHMENT D**

**UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES**

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. The Division and its governing board reserve sole discretion to award funds for projects, programs, acquisitions, commissions, or other activities. The Division's award of funds to a recipient for a project does not guarantee funding for that recipient for any future project. Funding levels are contingent on many factors, including available resources and number of applications. The Division reserves the right to revoke or recapture all or part of a recipient's awarded funds as deemed necessary in the Division's sole discretion and as permitted by applicable law. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

The grantee certifies, represents and warrants to the Utah Division of Arts & Museums (hereinafter referred to as Utah Arts & Museums) that it meets all eligibility requirements set forth by Utah Arts & Museums, including:

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the grantee, and the undersigned has authority to execute this application on behalf of the Grantee.
2. The grantee accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described programs, in accordance with the State of Utah Terms and Conditions; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the grantee objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be used to pay for anything that is specified against in the grant guidelines or transferred without prior written approval of Utah Arts & Museums.
4. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The Grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the Grantee's files for a period of six years after completion of the project and submission of the final expenditure report.
5. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the gift as follows:
 - a. Grantees must use the Utah Arts & Museums logo. Up to date electronic versions of the logos can be found on the website, artsandmuseums.utah.gov/logos/. Please note that our current UAM logo has changed from red to purple.
 - b. It is recommended, but not required to send copies of programs or other printed material acknowledging Utah Arts and Museums to the grants manager at 3760 South Highland Drive, Millcreek, Utah 84106 or uamgrants@utah.gov.
 - c. It is acceptable to provide tickets to any non-fundraising event (that has a monetary value of \$50 or less) without charge and within reason to UA&M staff or board members in order for UA&M

associates to review and evaluate grantee's organization and programs. Grantees may request site visits by UA&M staff during the year.

6. All grantees will promote their events on www.nowplayingutah.com (NPU). This arts and cultural calendar was created to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. Grantees shall post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.
7. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.
8. The Grant Period will be effective **July 1, 2025 to June 30, 2026**. These dates will be considered the formal payment schedule.
9. The Grantee hereby assures and certifies that it will report on the expenditure of public funds by completing a Utah Arts & Museums Final Report, which Utah Arts & Museums shall provide to Grantee.
10. In agreement with federal regulations, the signed contract is an attestation that no member of the organization's leadership, board or key financial employees have been debarred or suspended prior to the award payment of federal funds. Debarred and suspended means that due to actions of a person or organization, that person or organization has been determined to be ineligible to receive federal funds for a determined amount of time. The suspension and debarment process protects the federal government from fraud, waste and abuse by using a number of tools to avoid doing business with non-responsible contractors.

Signature:

Grantee's signature

Date of Application: 8/12/2025 1:51:47 PM (Last Modified Date)
Application #: APP-025994 (Letter of Agreement)

Item #:	
Fiscal Impact:	\$79,525
Funding Source:	Transportation Funds
Account #:	45-9610-40750-75293-0000
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a betterment agreement with the Utah Department of Transportation

SYNOPSIS:

A betterment agreement to pay for City-requested aesthetic betterments on the 4700 South Bangerter Highway interchange project

BACKGROUND:

The City requested that UDOT install certain betterments as part of the construction of the interchange at 4700 South and Bangerter Highway. The requested betterments are the following; black powder coated traffic signals and sign posts, “West Valley City” lettering on the northbound parapet wall of the bridge visible to drivers on Bangerter Highway, decorative black iron fence on the bridge instead of chain link fencing, decorative black iron fence around the new storm water storage pond on Orleans Way.

The value of the requested betterments from the City is \$129,525. By policy, UDOT includes an allowance of \$100,000 per interchange for aesthetic improvements, which is shared equally with Taylorsville City at this location. The \$50,000 credit makes the City’s total responsibility for these betterments \$79,525.

RECOMMENDATION:

Execute the agreement

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BETTERMENT AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION FOR IMPROVEMENTS ON 4700 SOUTH.**

WHEREAS, the Utah Department of Transportation (“UDOT”) has made funding available for certain improvements on 4700 South, conditioned upon a City match and execution of an appropriate cooperative agreement; 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

Local Agency Cost Estimate Betterment Agreement	Betterment Description: 1. 4700 South Powder Coating Signs 2. Parapet Steel Lettering 3. Parapet Black Iron Fence 4. Black Iron Fence & Mow Curb Around Pond 5. Powder Coating Signals at 3870 West	Estimated Cost for Betterment \$79,525.42
PIN: 20414 FINET/CID: 74310	Project Number: S-0154(249)17 Project Name: Bangerter Highway @ 4700 South	Agreement Number Date Executed

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 and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below and included as Exhibit A 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: The Project is performing aesthetic upgrades for the Local Agency. Black powder coating for sign posts and signals, parapet steel lettering, bridge parapet iron fencing as shown in Exhibit B.

Bid Item No.	Description	Quantity	Estimated Unit Price	Estimated Cost
	West Valley Landscape and Aesthetic Betterments			\$129,525.42
	Less \$50,000 Interchange Baseline Aesthetics Enhancements Budget			(\$50,000)
	Preliminary Engineering @ 5%			Waived
	Construction Engineering @ 5%			Waived
	Total Estimated Cost of Betterment Work			\$79,525.42

The total estimated cost of the betterment work shall be deposited with UDOT prior to September 29, 2025. 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. 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.



Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title:			Project Manager		
By		Date	By		Date
Title:			Region Director		
By	<i>Brandon Hill</i>	Date 8/30/25	By		Date
Title: Assistant City Attorney			Comptroller's Office		

EXHIBIT A

WEST VALLEY CITY AESTHETICS /LANDSCAPING BETTERMENTS

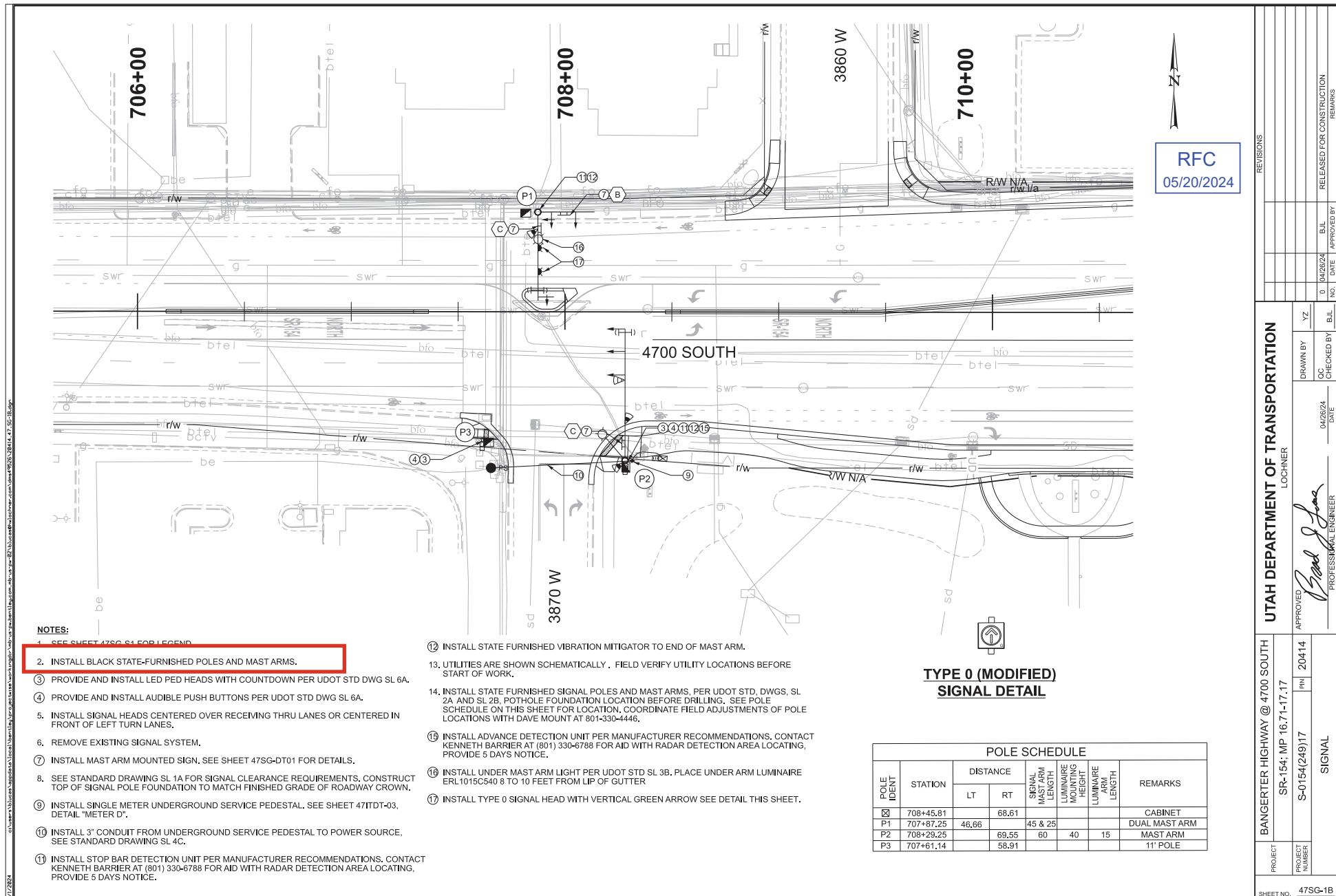
20414 - UDOT BANGERTER HIGHWAY@ 4700 SOUTH - COST SUMMARY

Design Builder (DB) - RLW/Clyde, JV

Date: 7/30/25

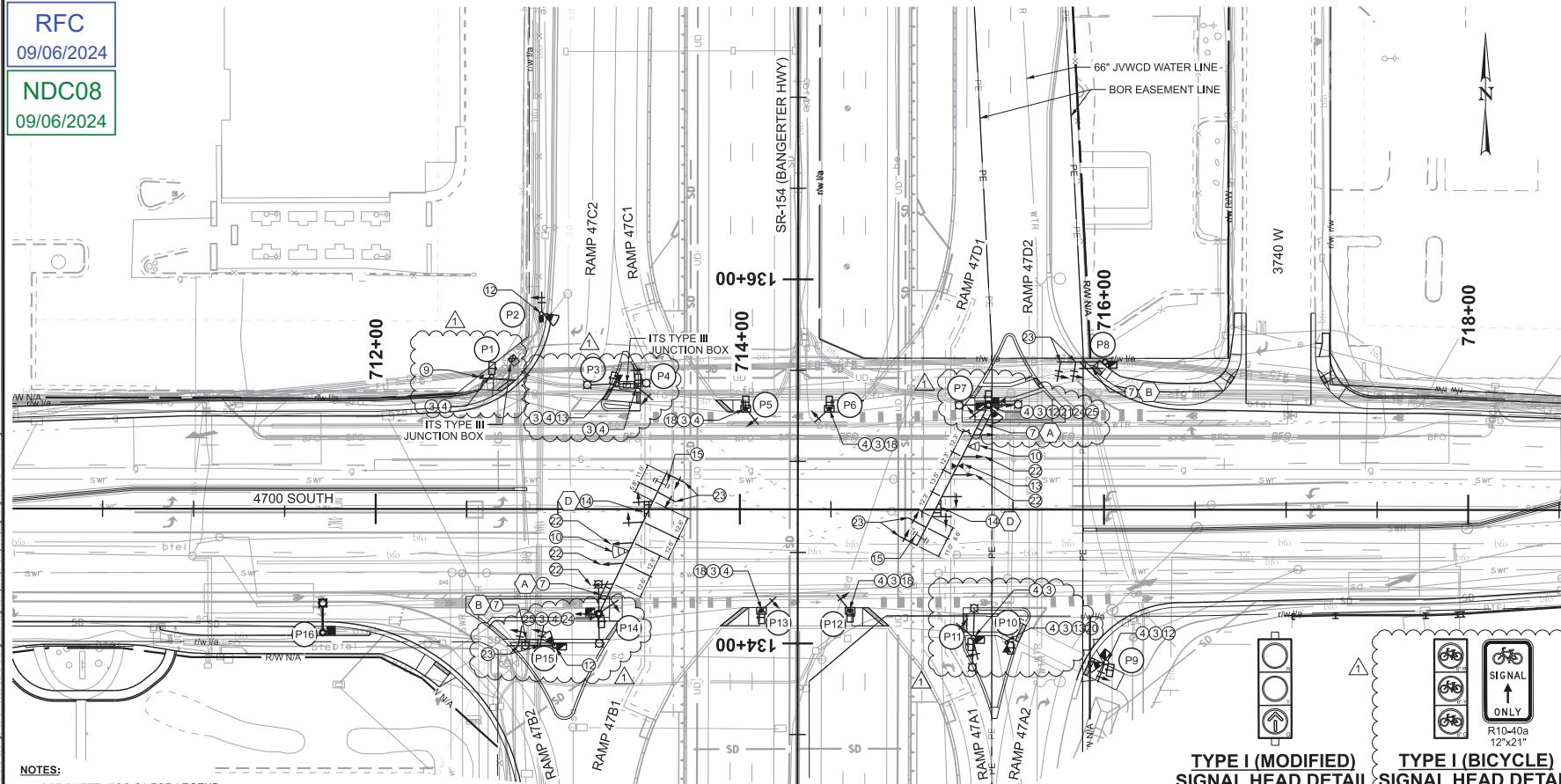
						RFC Landscape/Aesthetics plans
Item No.	Description -West Valley City Landscaping/Aesthetics Betterments	Quantity	Units	Unit Price	Bid Total	
<u>DB ADJUSTMENTS/COSTS</u>						
1	4700 S - BLACK POWDER COATING SIGN POSTS	22.00	EA	\$ 57.33	\$ 1,261.30	
2	4700 S - PARAPET STEEL LETTERING - "West Valley City"	1.00	EA	\$ 23,947.52	\$ 23,947.52	
3	4700 S - BRIDGE PARAPET BLACK IRON FENCE	218.00	EA	\$ 148.59	\$ 32,393.09	
4	3760 W - CREDIT FOR STANDARD UDOT POND FENCE	684.00	LF	\$ 20.12	\$ (5,823.49)	
5	3760 W - BLACK IRON FENCE & MOW CURB AROUND POND	684.00	LF	\$ 104.06	\$ 71,174.40	
DB SUB-TOTAL						
<u>UDOT ADJUSTMENTS/COSTS</u>						
6	POWDER COATING ALL SIGNALS/LIGHTS (3870 WEST)	1	LS	\$ 6,572.60	\$ 6,572.60	
UDOT SUB-TOTAL						
GRAND-TOTAL - DB & UDOT Landscaping/Aesthetics Betterments						
LESS \$50K - INTERCHANGE BASELINE AESTHETICS ENHANCEMENT BUDGET						
Total - Landscaping & Aesthetics Betterments						
\$ 79,525.42						

EXHIBIT B



RFC
09/06/2024

NDC08
09/06/2024



NOTES:

1. SEE SHEET 47SG-S1 FOR LEGEND.
2. INSTALL BLACK STATE-FURNISHED POLES AND MAST ARMS.
3. PROVIDE AND INSTALL LED PED HEADS WITH COUNTDOWN PER UDOT STD DWG SL 6A.
4. INSTALL AUDIBLE PUSH BUTTONS PER UDOT STD DWG SL 6A.
5. ALIGN ALL SIGNAL HEADS PARALLEL TO TRAFFIC MOVEMENT STRIPING UNLESS NOTED OTHERWISE.
6. REMOVE EXISTING SIGNAL SYSTEM.
7. INSTALL MAST ARM MOUNTED SIGN. SEE SHEET 47SG-DT01 FOR DETAILS.
8. SEE STANDARD DRAWING SL 1A FOR SIGNAL CLEARANCE REQUIREMENTS.
9. INSTALL SINGLE METER UNDERGROUND SERVICE PEDESTAL FOR TRAFFIC SIGNAL AND LIGHTING. SEE SHEET DETAIL "METER B" ON SHEET 47TTD-02.
10. MOUNT DILEMMA ZONE RADAR DETECTION UNIT ON MAST ARM AS SHOWN. CONTACT DAVE MOUNT AT (801) 330-4446 FOR AID WITH RADAR DETECTION AREA LOCATING. PROVIDE 5 DAYS NOTICE.
11. INSTALL 3" CONDUIT FROM UNDERGROUND SERVICE PEDESTAL TO POWER SOURCE. SEE STANDARD DRAWING SL 4C.
12. INSTALL STOP BAR DETECTION UNIT PER MANUFACTURER RECOMMENDATIONS. CONTACT DAVE MOUNT AT (801) 330-4446 FOR AID WITH RADAR DETECTION AREA LOCATING. PROVIDE 5 DAYS NOTICE.
13. INSTALL PREEMPTION DETECTOR AS SHOWN.
14. INSTALL NO U-TURN SIGN, PERPENDICULAR TO 4700 SOUTH ALIGNMENT. USE ARTICULATING SIGN BRACKET.
15. INSTALL STATE FURNISHED VIBRATION MITIGATOR TO END OF MAST ARM.
16. UTILITIES ARE SHOWN SCHEMATICALLY ONLY. FIELD VERIFY UTILITY LOCATIONS BEFORE START OF WORK.
17. INSTALL STATE FURNISHED SIGNAL POLES AND MAST ARMS, PER UDOT STD, DWGS. SL 2A AND SL 2B, POTHOLE FOUNDATION LOCATION BEFORE DRILLING. SEE POLE SCHEDULE ON THIS SHEET FOR LOCATION, COORDINATE FIELD ADJUSTMENTS OF POLE LOCATIONS WITH DAVE MOUNT AT 801-330-4446.
18. SEE DRAWING C1106 FOR JUNCTION BOX, POLE FOUNDATION, AND CONDUIT ROUTING DETAILS.
19. ROTATE SIGNAL LENSES 45 DEGREES FROM VERTICAL FOR ALL TYPE III SIGNAL HEADS.
20. CONSTRUCT SPREAD FOOTING FOUNDATION. SEE SHEET 47SSGDT-02 FOR DETAILS.
21. INSTALL CCTV CAMERA. SEE STANDARD DRAWING AT 10 A FOR DETAILS.
22. INSTALL MODIFIED TYPE I SIGNAL HEAD. SEE DETAIL THIS SHEET.
23. ALIGN SIGNAL HEAD TOWARDS CENTER OF RAMP APPROACH LANE AT THE STOP BAR.
24. INSTALL TUNNEL VIGORS FOR ALL TYPE III SIGNAL HEADS.
25. INSTALL BICYCLE SIGNAL HEAD WITH 8" SECTIONS, REFLECTIVE BACK TAPE, AND R10-40a SIGN.

TYPE I (MODIFIED)
SIGNAL HEAD DETAIL
WITH SIGN

TYPE I (BICYCLE)
SIGNAL HEAD DETAIL

WITH SIGN

POLE SCHEDULE

POLE IDENT	STATION	DISTANCE		REMARKS
		LT	RT	
P1	712+47.73	82.46		CABINET 11' POLE
P2	712+63.61	72.87		30' LUMINAIRE POLE
P3	712+90.93	107.24		
P4	713+42.84	67.54		15' POLE
P5	714+03.15	55.25		15' POLE
P6	714+49.00	55.25		15' POLE
P7	715+36.53	57.50		MAST ARM
P8	716+00.55	81.17		MAST ARM
P9	716+01.28	83.86		30' LUMINAIRE POLE
P10	715+46.75	73.08		11' POLE
P11	715+28.28	70.50		15' POLE
P12	714+00.50	55.75		LUMINAIRE POLE
P13	714+11.25	58.25		15' POLE
P14	713+22.61	57.51		MAST ARM
P15	712+98.44	75.00	25	40
P16	711+71.02	67.94	40	15 LUMINAIRE POLE

UTAH DEPARTMENT OF TRANSPORTATION

LOCHNER

PROFESSIONAL ENGINEER

04/26/24

APPROVED

04/26/24

CHECKED

04/26/24

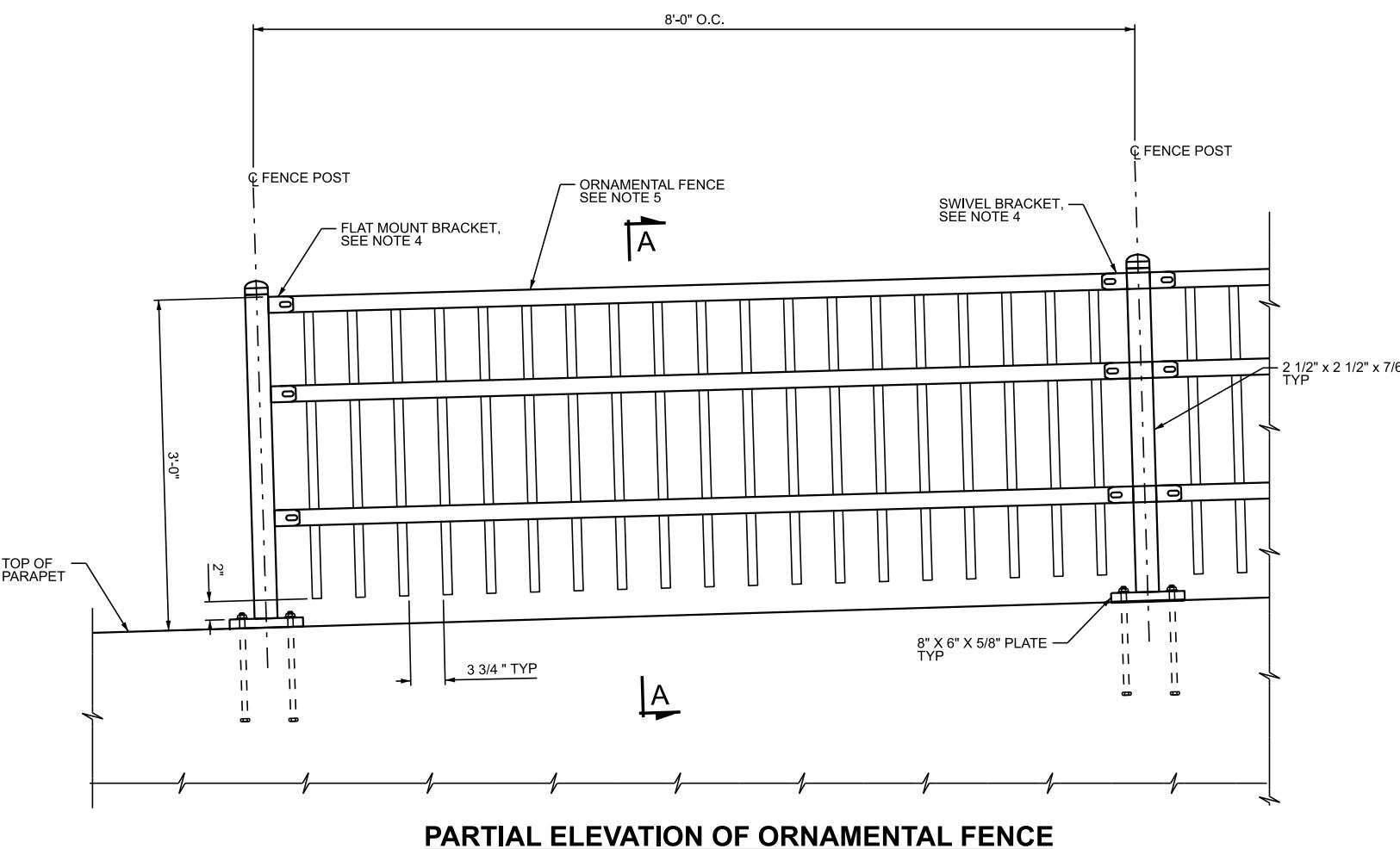
DRAWN

04/26/24

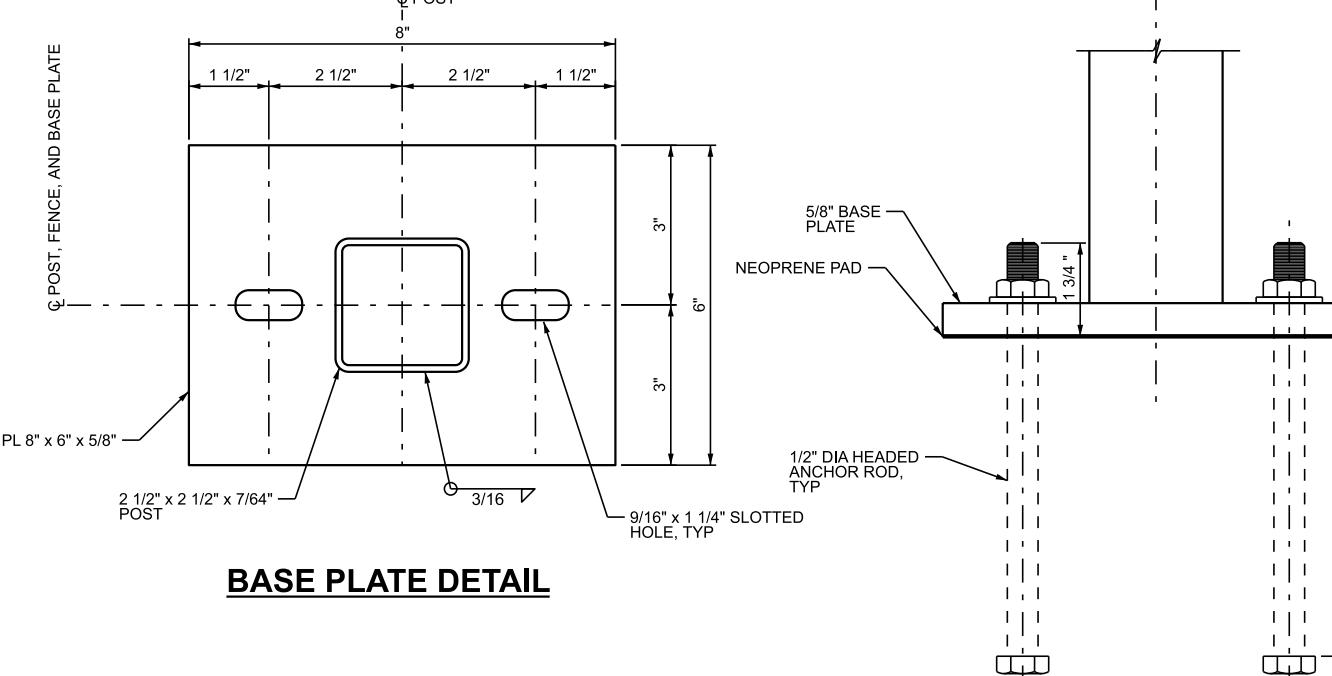
OC

04/26/24

REVISIONS

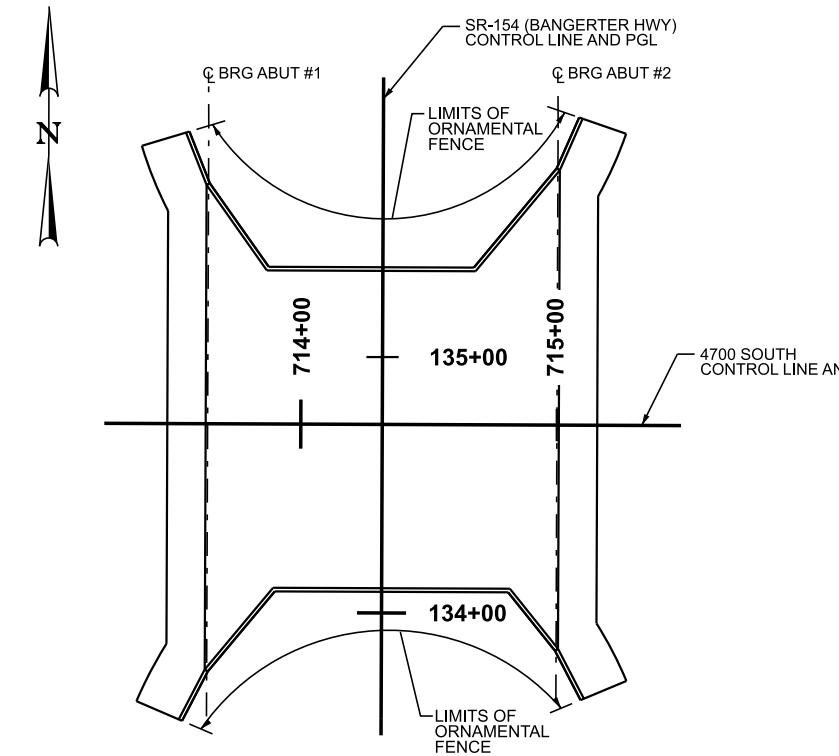


PARTIAL ELEVATION OF ORNAMENTAL FENCE

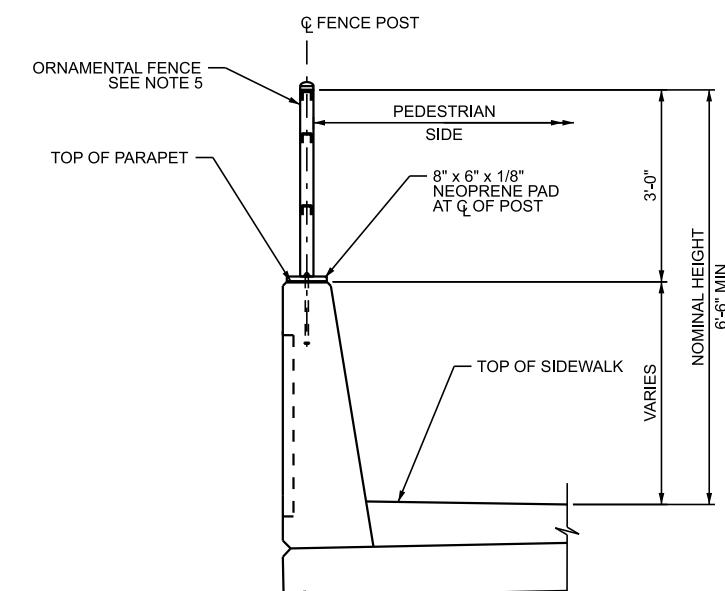


BASE PLATE DETAIL

ANCHOR DETAIL 235



FENCE LOCATION PLAN

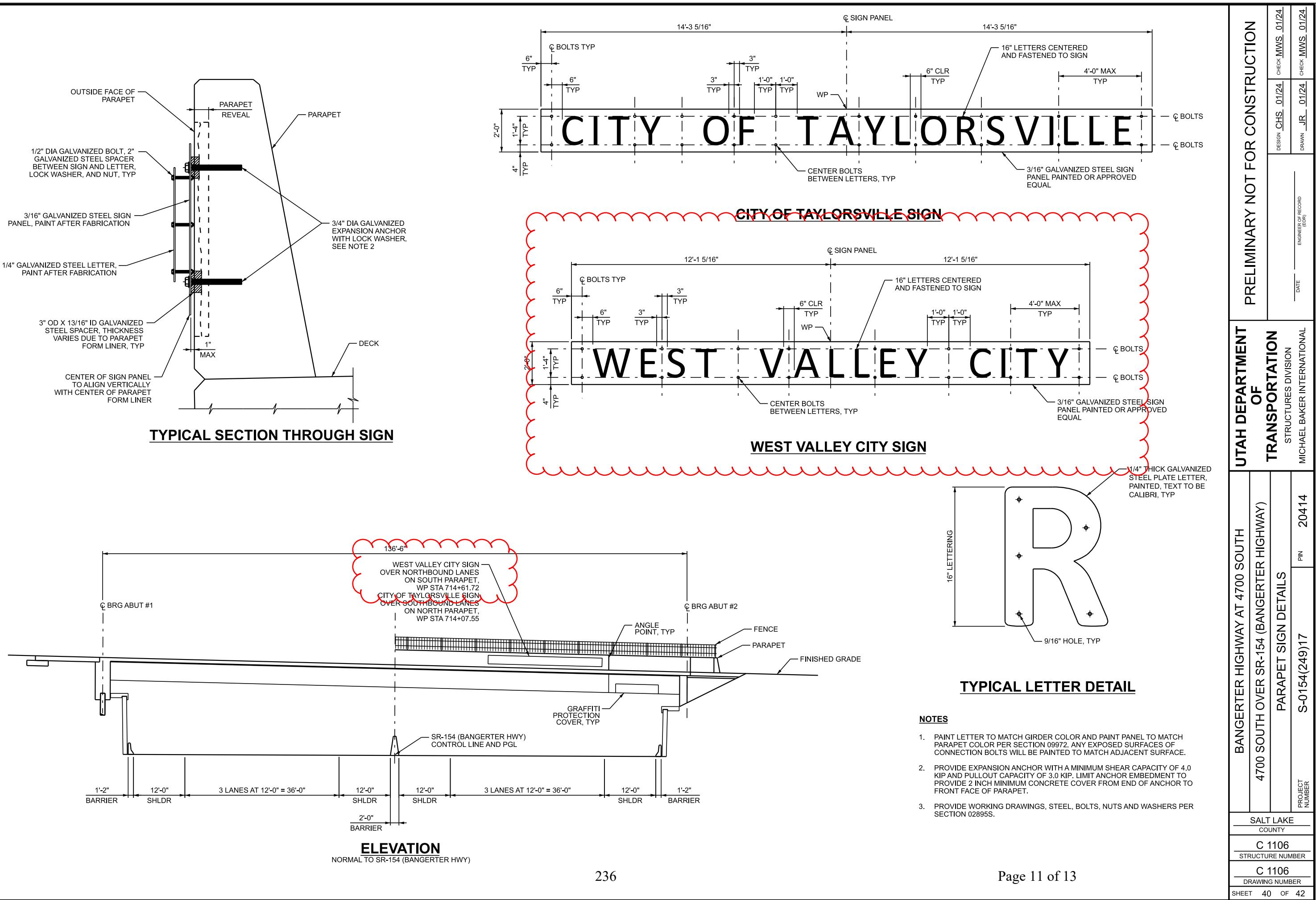


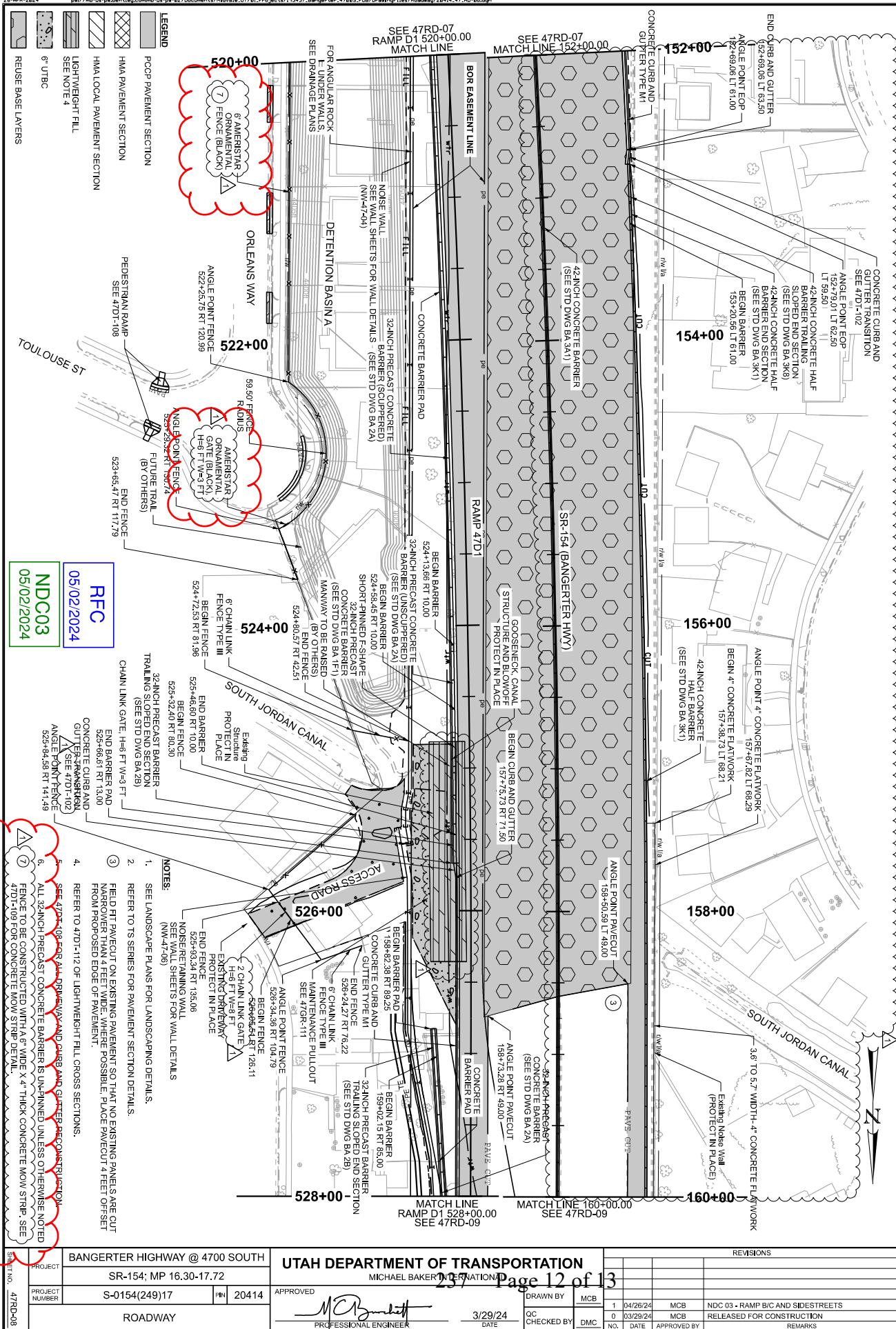
SECTION A-A

NOTES

1. INSTALL FENCE POSTS PLUMB.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PLUMBNESS OF ANCHOR BOLTS.
3. USE ASTM F1554 GRADE 36 HEADED ANCHOR BOLTS WITH 6 INCH MINIMUM EMBEDMENT WITH ASTM F436 WASHERS AND ASTM A536 NUTS. GALVANIZE ACCORDING TO ASTM A153.
4. USE FLAT MOUNT BRACKETS AT END POSTS AND CORNER POSTS. USE SWIVEL POSTS AT INTERMEDIATE POSTS. CONNECT BRACKETS TO POSTS AND RAILS TO BRACKETS PER MANUFACTURER INSTRUCTIONS. SEE MONTAGE II MAJESTIC INSTALLATION INSTRUCTIONS.
5. ORNAMENTAL FENCE IS TO BE MONTAGE II MAJESTIC 3 RAIL FENCE. SEE MANUFACTURERS SPECIFICATIONS FOR DIMENSIONS AND ADDITIONAL DETAILS.
6. POWDER COAT FENCE COMPONENTS AFTER FABRICATION. SEE MANUFACTURER SPECIFICATIONS FOR OTHER COATING REQUIREMENTS.

PRELIMINARY NOT FOR CONSTRUCTION		UTAH DEPARTMENT OF TRANSPORTATION		PROJECT NUMBER	
STRUCTURES DIVISION		BANGERTER HIGHWAY AT 4700 SOUTH		S-0154(249)17	
FENCE DETAILS		4700 SOUTH OVER SR-154 (BANGERTER HIGHWAY)		PIN 20414	
DESIGN CHS 01/24	CHECK DPH 01/24	DATE	ENGINEER OF RECORD (EOR)	DATE	DRAWN JR 01/24 CHECK DPH 01/24





Bangerter Highway - 4700 South Aesthetic Betterment Agreement

- City-requested betterments:
 - Black powder-coated signs and traffic signals
 - Parapet wall lettering “West Valley City” visible from northbound Bangerter lanes
 - Bridge parapet decorative black iron fence
 - Black iron fence around Orleans Way pond
- Betterment Total \$129,525
- UDOT \$50,000 Credit
- Total WVC Cost \$79,525



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY AND THE UTAH
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ON
5600 WEST.**

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

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

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled “Memorandum of Understanding”) (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:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

ISSUE:

A resolution to approve and execute a Memorandum of Understanding (MOU).

SYNOPSIS:

The Utah Department of Transportation (UDOT) is requesting West Valley City enter into an MOU to allow UDOT to work within a Temporary Construction Easement granted to West Valley City from Chick-Fil-A, Inc.

BACKGROUND:

The UDOT SR-172 (5600 W) & 3180 South Signal Project will construct a new signal at the entrances to Wal-Mart, Chick-Fil-A and Centennial Park. The actual project location is 3240 South 5600 West. Chick-Fil-A, Inc. has granted a Temporary Construction Easement in favor of West Valley City for the construction of the signal project. UDOT is requesting that West Valley City enter into an MOU to provide UDOT a license to perform work within the Temporary Construction Easement granted to the city.

RECOMMENDATION:

Approve MOU and authorize mayor to execute said MOU for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
WEST VALLEY CITY**

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

RECITALS

WHEREAS, UDOT is engaging in a Signal Procurement Project at 3240 S on 5600 W, a State Highway, in West Valley City, Salt Lake County, Utah, Project Number S-0172(37)4 ("Project");

WHEREAS, the Project requires UDOT to install new signal equipment and update pedestrian ramps to current Americans with Disabilities Act ("ADA") standards, which includes survey of the existing topography; removal of light poles and foundations, sidewalk, pedestrian ramps, curb and gutter, raised median, and roadway pavement; construction of signal pole foundation, signal controller cabinet, power pedestal, conduit, junction box, sidewalk, pedestrian ramp, curb and gutter, roadway pavement, and roadway striping; and connection to power and intelligent transportation systems ("ITS") (the "Work");

WHEREAS, the Work will impact one Temporary Construction Easement held by the City, on land owned by a separate owner (referred to individually as "Owner"), said Temporary Construction Easement to be recorded with West Valley City as Grantee and Chick Fil A Inc. as Grantor, on property owned by said Chick Fil A Inc., Tax ID No. 14-26-426-007, ("Easement," attached in Exhibit B); and

WHEREAS, UDOT desires to perform all Work necessary to complete the Project and the City desires to provide UDOT with a license to enter the Easements to perform the Work.

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

1. License.

- a. The City represents that it has authority from each Owner to provide a License on the respective Easements, as stated in this Agreement.
- b. Construction License. The City hereby grants UDOT a temporary, non-exclusive, non-transferable License to enter onto the Easements to perform the Work necessary to complete the Project. UDOT's use of the Easements is limited only to the purposes of performing the Work and does not extend to any other purpose other than those stated or represented in this Agreement or the in documents

attached to this Agreement. This Agreement does not waive or extinguish any rights the City has in its Easements, including allowing the City, its employees, representatives, contractors, or its subcontractors to use the Easements for sidewalk purposes or any other purposes authorized in the Easement.

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

2. Miscellaneous

- a. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- b. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement and to comply with all applicable laws at the request of the other Party
- c. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- d. This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each Party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying Party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
- g. The date of this Agreement is first written above.

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

West Valley City

ATTEST:

Title: _____

Title: _____

Date: _____

Date: _____

(Impress Seal)

Approved as to form 9/2/2025

Brandon Hill

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Project Manager

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller's Office
Contract Administrator

Date: _____

Memorandum of Understanding 5600 West 3240 South Traffic Signal

- UDOT will be constructing a new traffic signal on 5600 West at 3240 South
- West Valley City has a Temporary Construction Easement on the west side of 5600 West at 3240 south
- This MOU grants UDOT a license to enter the easement and perform the work necessary to construct the signal



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
WEST VALLEY CITY**

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

RECITALS

WHEREAS, UDOT is engaging in a Signal Procurement Project at 3240 S on 5600 W, a State Highway, in West Valley City, Salt Lake County, Utah, Project Number S-0172(37)4 ("Project");

WHEREAS, the Project requires UDOT to install new signal equipment and update pedestrian ramps to current Americans with Disabilities Act ("ADA") standards, which includes survey of the existing topography; removal of light poles and foundations, sidewalk, pedestrian ramps, curb and gutter, raised median, and roadway pavement; construction of signal pole foundation, signal controller cabinet, power pedestal, conduit, junction box, sidewalk, pedestrian ramp, curb and gutter, roadway pavement, and roadway striping; and connection to power and intelligent transportation systems ("ITS") (the "Work");

WHEREAS, the Work will impact one Temporary Construction Easement held by the City, on land owned by a separate owner (referred to individually as "Owner"), said Temporary Construction Easement to be recorded with West Valley City as Grantee and Chick Fil A Inc. as Grantor, on property owned by said Chick Fil A Inc., Tax ID No. 14-26-426-007, ("Easement," attached in Exhibit B); and

WHEREAS, UDOT desires to perform all Work necessary to complete the Project and the City desires to provide UDOT with a license to enter the Easements to perform the Work.

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

1. License.

- a. The City represents that it has authority from each Owner to provide a License on the respective Easements, as stated in this Agreement.
- b. Construction License. The City hereby grants UDOT a temporary, non-exclusive, non-transferable License to enter onto the Easements to perform the Work necessary to complete the Project. UDOT's use of the Easements is limited only to the purposes of performing the Work and does not extend to any other purpose other than those stated or represented in this Agreement or the in documents

attached to this Agreement. This Agreement does not waive or extinguish any rights the City has in its Easements, including allowing the City, its employees, representatives, contractors, or its subcontractors to use the Easements for sidewalk purposes or any other purposes authorized in the Easement.

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

2. Miscellaneous

- a. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- b. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement and to comply with all applicable laws at the request of the other Party
- c. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- d. This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each Party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying Party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
- g. The date of this Agreement is first written above.

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

West Valley City

ATTEST:

Title: _____

Title: _____

Date: _____

Date: _____

(Impress Seal)

.....

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

Title: Project Manager

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller's Office
Contract Administrator

Date: _____

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

ISSUE:

A resolution to approve and authorize the mayor to execute a Quit Claim Deed and two Temporary Construction Easements.

SYNOPSIS:

The Utah Department of Transportation (UDOT) is requesting Quit Claim Deed and two Temporary Construction Easements for the UDOT signal project to be constructed at 3240 South and 5600 West on property owned by West Valley City. Wal-Mart Real Estate Business Trust, a Delaware statutory trust, has signed Warranty Deed and a Temporary Construction Easement for property located at 3180 South 5600 West (14-26-426-014).

BACKGROUND:

The UDOT SR-172 (5600 W) & 3180 South Signal Project will construct a new signal at the entrances to Wal-Mart, Chick-Fil-A and Centennial Park. The actual project location is 3240 South 5600 West. To construct the signal project, additional right-of-way was needed from all three property owners. As part of the right-of-way review for this project it was found that on June 6, 2000, the West Valley City Council approved Resolution 00-135 to convey a Quit Claim Deed to UDOT for the widening of 5600 West from a 33-foot half width to a 53-foot half width. Although that deed was given to UDOT, for some unknown reason the deed was not recorded, therefore UDOT has included that additional right-of-way as part of the current Quit Claim Deed from West Valley City to UDOT. Two Temporary Construction Easements are also required from West Valley City to UDOT to facilitate construction of the signal project.

RECOMMENDATION:

Authorize mayor to execute said Quit Claim and two Temporary Construction Easements and authorize the City Recorder to record said Quit Claim Deed and Temporary Construction Easements 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 AUTHORIZING THE CITY TO EXECUTE A QUITCLAIM DEED AND TWO TEMPORARY CONSTRUCTION EASEMENTS TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY RELATED TO 5600 WEST SIGNAL IMPROVEMENTS.

WHEREAS, UDOT is constructing certain signal improvements on 5600 West; and

WHEREAS, the City has prepared a quitclaim deed and two temporary construction easements (the "Documents") to convey required property and easements to UDOT; 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 execute the Documents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute said Documents for and on behalf of West Valley City, subject to the final approval of said Documents by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

MAYOR

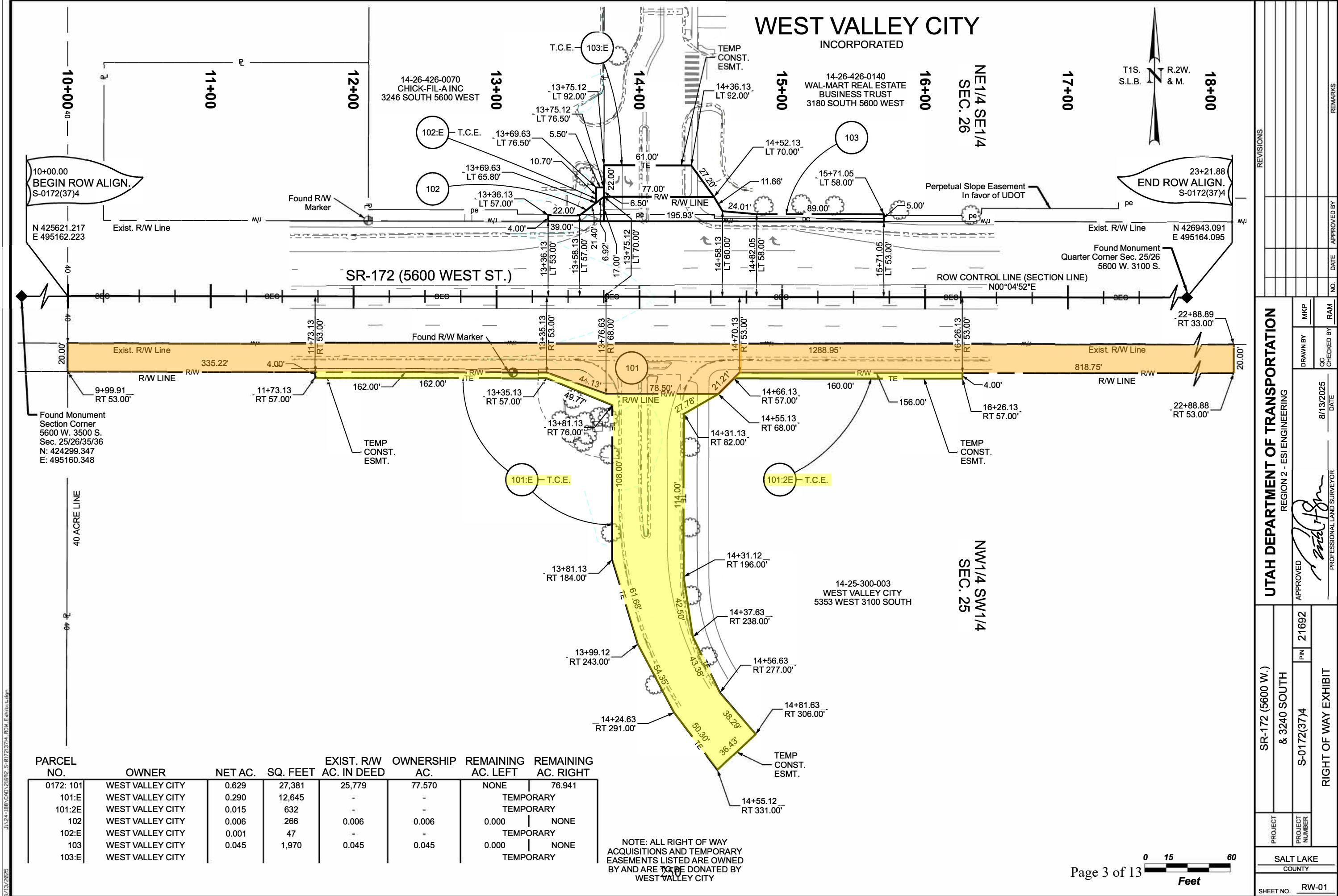
ATTEST:

CITY RECORDER

WEST VALLEY CITY

INCORPORATED

INCORPORATED



NOTE: ALL RIGHT OF WAY
ACQUISITIONS AND TEMPORARY
EASEMENTS LISTED ARE OWNED
BY AND ARE TO BE DONATED BY
WEST VALLEY CITY

Page 3 of 13

15 6

Feet

**SALT LAKE
COUNTY**

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

ALSO:
West Valley City
3600 South Constitution Blvd.
West Valley City, UT 84119

Temporary Easement

(CITY)

Salt Lake County

Tax ID No. 14-25-300-003

PIN 21692

Project No. S-0172(37)4

Parcel No. 0172:101:2E

West Valley City, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations the following described easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of land, situate in the NW1/4 SW1/4 of Section 25, T. 1 S., R. 2 W., S.L.B.&M., in Salt Lake County, State of Utah, incident to intersection improvements to State Route 172 (5600 West Street) and 3240 South Street, known as Project S-0172(37)4. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the easterly right of way line of said State Route 172 of said project at a point which is 46.69 feet S.45°07'57"E. and 20.00 feet N.89°46'27"E. to said right of way line of said project and 662.75 feet S.00°09'08"E. from the West Quarter Corner of said Section 25, said point also being 695.61 feet S.00°09'08"E. along the Section Line and East 53.00 feet from said West Quarter Corner of said Section 25; and running thence N.89°50'52"E. 4.00 feet; thence S.00°09'08"E. 160.00 feet; thence

N.45°09'08"W. 5.66 feet to said easterly right of way line of said project; thence N.00°09'08"W. 156.00 feet along said easterly right of way line of said project 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 temporary easement contains 632 sq. ft. or 0.015 acre.

(Note: Rotate above bearings 00°14'00" clockwise to equal project (NAD 83) bearings.)

Continued on Page 3
CITY RW-09CY (12-01-03)

Print name and title

On this _____ day of _____, in the year 20____, before me personally appeared _____, 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/she is the _____ of _____ West Valley City _____ and that said document was signed by him/her on behalf of said _____ West Valley City _____ by Authority of a resolution adopted at a regular meeting of the _____ held on the _____ day of _____, A.D. 20____, and said _____ acknowledged to me that said municipal corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

ALSO:
West Valley City
3600 South Constitution Blvd.
West Valley City, UT 84119

Temporary Easement

(CITY)

Salt Lake County

Tax ID No. 14-25-300-003

PIN 21692

Project No. S-0172(37)4

Parcel No. 0172:101:E

West Valley City, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations the following described easement in Salt Lake County, State of Utah, to wit:

A temporary easement, upon part of an entire tract of land, situate in the NW1/4 SW1/4 of Section 25, T. 1 S., R. 2 W., S.L.B.&M., in Salt Lake County, State of Utah, incident to intersection improvements to State Route 172 (5600 West Street) and 3240 South Street, known as Project S-0172(37)4. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the easterly right of way line of said State Route 172 of said project at a point which is 46.69 feet S.45°07'57"E. and 20.00 feet N.89°46'27"E. to said right of way line of said project and 1,115.75 feet S.00°09'08"E. from the West Quarter Corner of said Section 25, said point also being 1,148.61 feet S.00°09'08"E. along the Section Line and East 53.00 feet from said West Quarter Corner of said Section 25; and running thence along said easterly right of way line of said project the following three (3)

courses and distances: (1) N.00°09'08"W. 162.00 feet; thence (2) N.19°43'12"E. 44.13 feet; thence (3) N.00°09'08"W. 78.50 feet; thence S.30°24'31"E. 27.78 feet; thence N.89°50'52"E. 114.00 feet; thence N.81°03'01"E. 42.50 feet; thence N.63°52'24"E. 43.38 feet; thence N.49°05'03"E. 38.29 feet; thence S.43°29'02"E. 36.43 feet; thence S.52°31'20"W. 50.30 feet; thence S.61°52'06"W. 54.35 feet; thence S.72°52'54"W. 61.68 feet; thence S.89°50'52"W. 108.00 feet; thence S.22°17'26"W. 49.77 feet; thence S.00°09'08"E. 162.00 feet; thence S.89°50'52"W. 4.00 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 temporary easement contains 12,645 sq. ft. or 0.290 acre.

(Note: Rotate above bearings 00°14'00" clockwise to equal project (NAD 83) bearings.)

Continued on Page 3
CITY RW-09CY (12-01-03)

Print name and title

On this _____ day of _____, in the year 20____, before me personally appeared _____, 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/she is the _____ of _____ West Valley City _____ and that said document was signed by him/her on behalf of said _____ West Valley City _____ by Authority of a resolution adopted at a regular meeting of the _____ held on the _____ day of _____, A.D. 20____, and said _____ acknowledged to me that said municipal corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

ALSO:
West Valley City
3600 South Constitution Blvd.
West Valley City, UT 84119

Quit Claim Deed

(CITY)

Salt Lake County

Tax ID No. 14-25-300-003

PIN 21692

Project No. S-0172(37)4

Parcel No. 0172:101

West Valley City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of land, for the widening of the existing State Route 172 (5600 West Street), known as project S-0172(37)4, situate in the NW1/4 SW1/4 of Section 25, T. 1 S., R. 2 W., S.L.B.&M., in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract at a point which is 46.69 feet S.45°07'57"E. from the West Quarter Corner of said Section 25, said point also being 32.90 feet S.00°09'08"E. along the Section Line and 33.00 feet East from said West Quarter Corner of said Section 25; and running thence N.89°53'13"E. 20.00 feet along the northerly boundary line of said entire tract to a point which is 53.00 feet perpendicularly distant easterly from said Section Line; thence S.00°09'08"E. 818.75 feet parallel with said Section Line; thence S.45°09'08"E. 21.21 feet to a point which is 68.00 feet perpendicularly distant easterly from said Section Line; thence S.00°09'08"E. 78.50 feet parallel with said Section Line; thence S.19°43'12"W. 44.13 feet to a point

which is 53.00 feet perpendicularly distant easterly from said Section Line; thence S.00°09'08"E. 335.22 feet parallel with said Section Line to the southerly boundary line of said entire tract; thence S.89°56'38"W. 20.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence N.00°09'08"W. 1,288.95 feet along the westerly boundary line of said entire tract 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 parcel of land contains 27,381 sq. ft. or 0.629 acre, of which 25,779 square feet or 0.592 acre falls within the existing highway right of way, balance 1,602 square feet or 0.037 acre.

(Note: Rotate above bearings 00°14'00" clockwise to equal project (NAD 83) bearings.)

Continued on Page 3
CITY RW-05CY (12-01-03)

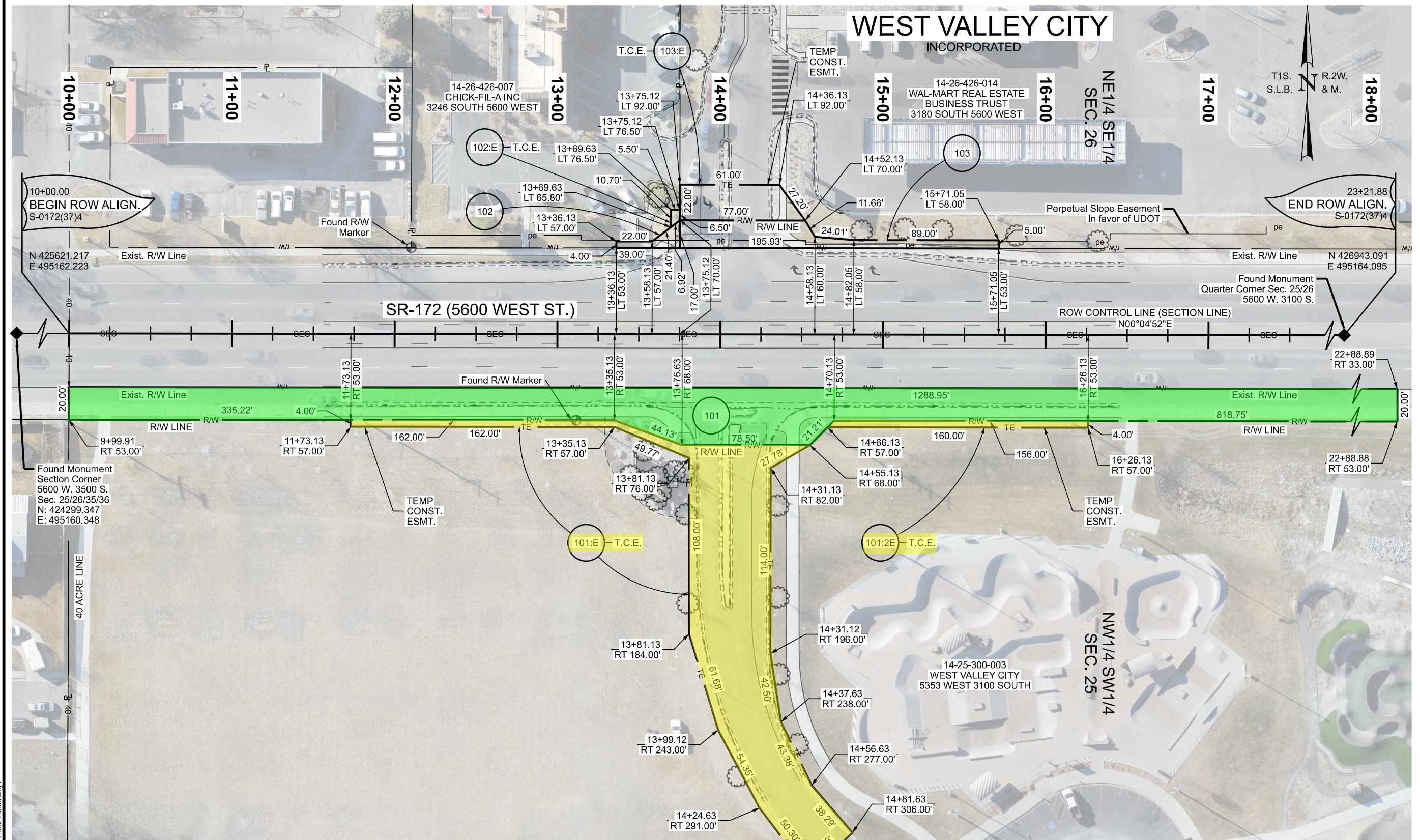
Print name and title

On this _____ day of _____, in the year 20____, before me personally appeared _____, 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/she is the _____ of _____ West Valley City _____ and that said document was signed by him/her on behalf of said _____ West Valley City _____ by Authority of a resolution adopted at a regular meeting of the _____ held on the _____ day of _____, A.D. 20____, and said _____ acknowledged to me that said municipal corporation executed the same.

Notary Public

WEST VALLEY CITY

INCORPORATED



UTAH DEPARTMENT OF TRANSPORTATION

REGION 2 - ES ENGINEERING

PROFESSIONAL LAND SURVEYOR

SR-172 (5600 W.)

& 3240 SOUTH

RIGHT OF WAY EXHIBIT

PROJECT NUMBER	PIN	REVISIONS
S-0172(37)4	21692	

PROJECT NUMBER	PIN	DATE	APPROVED BY	QC CHECKED BY	RAM	NO. DATE APPROVED BY	REMARKS
S-0172(37)4	21692	8/13/2025					

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

ISSUE:

Approval of a resolution to accept a Warranty Deed and a Temporary Construction Easement and authorize the mayor to sign said Temporary Construction Easement.

SYNOPSIS:

Chick-Fil-A, Inc., a Georgia corporation, has signed Warranty Deed and a Temporary Construction Easement for property located at 3246 South 5600 West (14-26-426-014).

BACKGROUND:

The Chick-Fil-A, Inc. parcel located at 3246 South 5600 West is one of three properties affected by the UDOT SR-172 (5600 W) & 3180 South Project which will construct a new traffic signal on 5600 West at the intersection with the entrance to Chick-Fil-A and Wal-Mart on the west side and Centennial Park on the east side, and is scheduled to be constructed in 2025. The actual project location is 3240 South 5600 West. Chick-Fil-A, Inc. has donated the Warranty Deed and Temporary Construction Easement to allow for construction of the project.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to sign said Temporary Construction Easement. Authorize the City Recorder to record said Warranty Deed and Temporary Construction 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 WARRANTY DEED AND A
TEMPORARY CONSTRUCTION EASEMENT FROM CHICK-FIL-A,
INC. FOR PROPERTY LOCATED AT 3246 SOUTH 5600 WEST.**

WHEREAS, Chick-Fil-A, Inc. ("Owner") owns property affected by a UDOT road project and traffic signal installation (the "Project"); and

WHEREAS, a Warranty Deed and a Temporary Construction Easement (the "Documents") are required to convey right of way currently owned by Owner in order to construct the Project; and

WHEREAS, Owner has executed said Documents; 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 Documents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Documents are hereby accepted in substantially the form attached, that the Mayor is authorized to execute the Temporary Construction Easement, and that the City Recorder is authorized to record said Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Tax ID No. 14-26-426-014

PIN No. 21692

Project No. S-0172(37)4

Parcel No. 0172:102:C

WARRANTY DEED

Chick-Fil-A, Inc., a Georgia corporation, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the following described parcel of land for road purposes in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah for a UDOT signal project known as Project No. S-0172(37)4. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the northeast corner of an entire tract of property conveyed by Warranty Deed recorded Nov. 24th, 2009 as Entry No. 10844865 in Book 9782 at Page 3944 in the office of the Salt Lake County Recorder, said northeast corner is 1696.99 feet N.00°09'50"W. along the Section Line and 53.00 feet S.89°50'10"W. from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, (Note: said northeast corner also being the southeast corner of Lot 101, Colt Plaza Subdivision, recorded Jan. 26th, 2015 in Book 2015P at Page 12 in the office of the Salt Lake County Recorder); and running thence S.00°09'50"E. 39.00 feet along the easterly boundary line of said property; thence S.89°50'10"W. 4.00 feet; thence N.00°09'50"W. 22.00 feet; thence N.37°34'23"W. 21.40 feet to the northerly boundary line of said entire tract (Note: said northerly boundary line also being the southerly boundary line of said Lot 101); thence N.89°50'10"E. (N.89°59'10"E. by record) 17.00 feet along said northerly boundary line to the point of beginning. The above described parcel of land contains 266 sq. ft. or 0.006 acre.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

*Warranty Deed
Portions of parcel #14-26-426-007
Page 2 of 2*

WITNESSED the hand of said GRANTOR this 21st day of 2025 August,
2025.

GRANTOR
Chick-Fil-A, Inc., a Georgia corporation



BY: Drew Janer
TITLE: Director

State of Georgia)
:ss
County of Dekalb)

On this 21 day of August, 2025, personally appeared
before me Drew Janer whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she
is the Director, of the **Chick-Fil-A, a Georgia
corporation**, and said document was signed by him/her in behalf of said corporation by authority
of its bylaws or of a corporate Resolution of its Board of Directors, and he/she acknowledged to
me that said corporation.





Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Space above for County Recorder's use

Tax ID No. 14-26-426-007

PIN No. 21692 Project

No. S-0172(37)4 Parcel

No. 0172:102:E

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, CHICK-FIL-A, INC., a Georgia corporation, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a municipal corporation of the State of Utah (the "City"), located at 3600 Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property situate, in Lot 101, Colt Plaza Subdivision, recorded Jan. 26th, 2015 in Book 2015P at Page 12 in the office of the Salt Lake County Recorder, in the Southeast Quarter of Section 26, T.1S., R.2W., S.L.B.& M., to facilitate the construction of roadway improvements, and appurtenant parts thereof, incident to the construction of a UDOT Signal Project known as Project No. S-0172(37)40. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement upon a part of an entire tract of property are described as follows:

Beginning in the northerly boundary line of that certain property conveyed by Warranty Deed recorded Nov. 24th, 2009 as Entry No. 10844865 in Book 9782 at Page 3944 in the office of the Salt Lake County Recorder, at a point which is 1696.99 feet N.00°09'50"W. along the Section Line and 70.00 feet S.89°50'10"W. from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, (Note: said northerly boundary line also being the southerly boundary line of Lot 101, Colt Plaza Subdivision, recorded Jan. 26th, 2015 in Book 2015P at Page 12 in the office of the Salt Lake County Recorder); and running thence S.37°34'23"E. 6.92 feet; thence S.89°50'10"W. 10.70 feet; thence N.00°09'50"W. 5.50 feet to said northerly boundary line; thence N.89°50'10"E. (N.89°59'10"E. by record) 6.50 feet along said northerly boundary line to the point of beginning. The above described temporary easement contains 47 sq. ft. or 0.001 acre.

Temporary Construction Easement

Parcel #14-26-426-007

Page 2 of 3

To the fullest extent allowed by law, City shall indemnify, defend, and hold harmless Grantor and its franchisees, agents, employees, and contractors from and against any and all claims, demands, liabilities and costs (including, but not limited to, reasonable attorneys' fees, but excluding any consequential damages or damages for lost profits) arising from or related in any way to damage or injury to persons or property arising out of Grantee's use of this easement, except to the extent caused by the negligence or willful misconduct of Grantor or its franchisees, agents, contractors, or employees.

WITNESSED the hands of said GRANTOR and CITY this day of August, 21st 2025.

GRANTOR

CHICK-FIL-A, INC., a Georgia corporation

By: DJ

Name: Drew Joiner

Title: Director

STATE OF Georgia)

) ss.

COUNTY OF Dekalb)

On this 21 day of August, 2025, before me, a Notary Public, in and for said county, personally came Drew Joiner, in her/his capacity as Director of Chick-fil-A, Inc., a Georgia corporation, who acknowledged the due execution of the foregoing instrument.

S. Guest
Notary Public



WEST VALLEY CITY, a municipal corporation

Karen Lang, Mayor

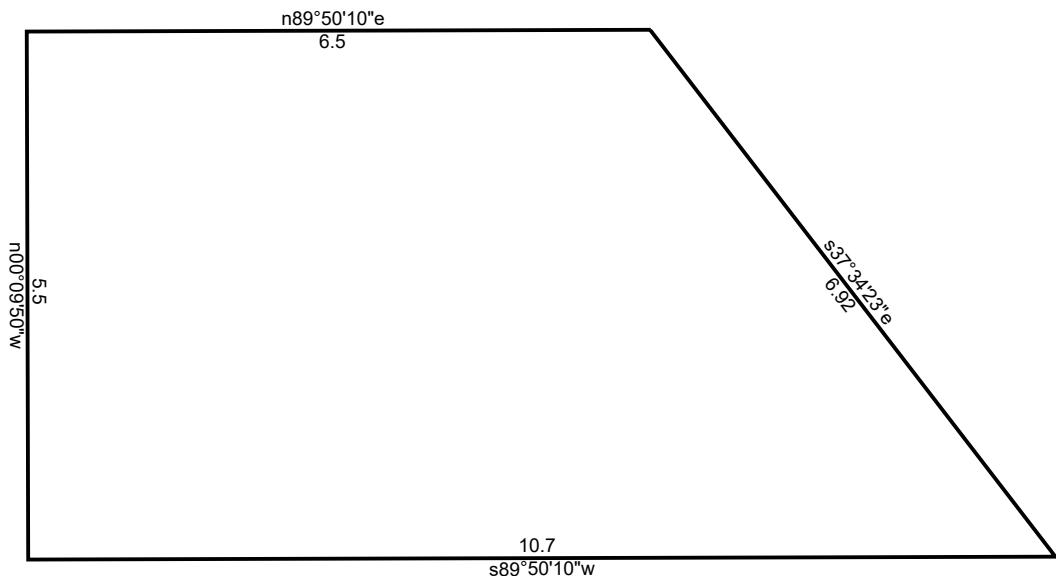
Approved as to form:

By: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2025, personally appeared before me Karen Lang, signer of the hereon Owner's Dedication and Consent to Record, who being by me duly sworn did say that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that she signed the foregoing instrument on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor Lang acknowledged to me that said West Valley City executed the same.

Notary Public



Parcel 102:TCE

4/16/2025

Scale: 1 inch= 2 feet

File: Parcel 102_E_DeedPlot.ndp

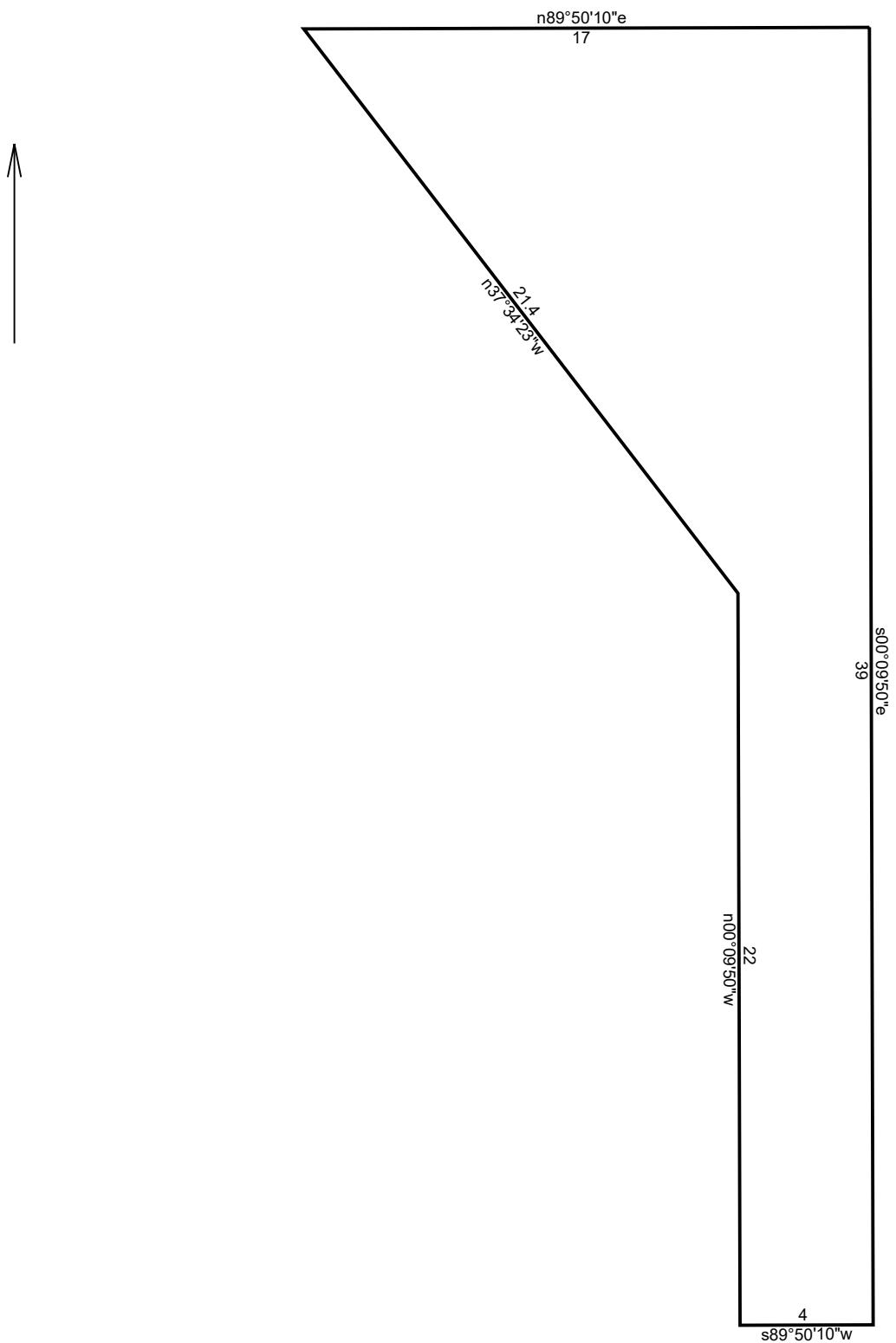
Tract 1: 0.0011 Acres (47 Sq. Feet), Closure: s49.3250w 0.01 ft. (1/5762), Perimeter=30 ft.

01 s37.3423e 6.92

02 s89.5010w 10.7

03 n00.0950w 5.5

04 n89.5010e 6.5



Parcel 102, Warranty Deed

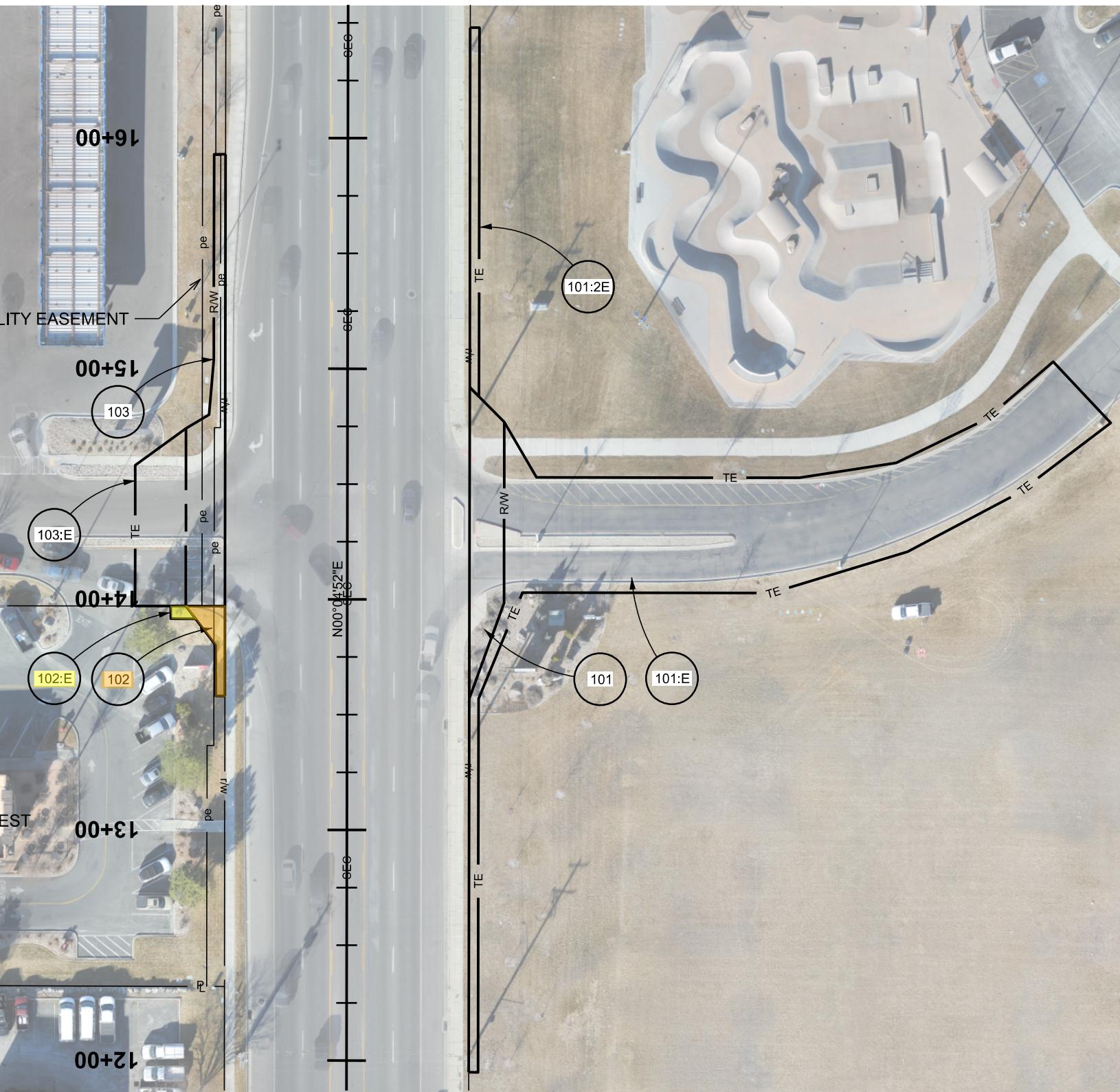
4/16/2025

Scale: 1 inch= 5 feet

File: Parcel 102_DeedPlot.ndp

Tract 1: 0.0061 Acres (266 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/60698), Perimeter=103 ft.

01 s00.0950e 39
02 s89.5010w 4
03 n00.0950w 22
04 n37.3423w 21.4
05 n89.5010e 17



Item #:	
Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	NA

ISSUE:

A resolution to accept a Storm Drainage Easement.

SYNOPSIS:

JK Investments, LLC and Bradley Jones have executed a Storm Drainage Easement in favor of West Valley City.

BACKGROUND:

The JK Investments, LLC and Bradley Jones properties located at 2115 South and 2181 South 7200 West (14-22-101-020 and 14-22-101-021) are proposing development of their properties. Both properties will include ditch piping and open drainage swales along the 7200 West frontage of their properties. As a condition of approval, a Storm Drainage Easement in favor of West Valley City was required.

RECOMMENDATION:

Accept Storm Drainage Easement and authorize the City Recorder to record said Storm Drainage 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 STORM DRAINAGE EASEMENT
FROM JK INVESTMENTS, LLC AND BRADLEY JONES FOR
PROPERTY ALONG 7200 WEST.**

WHEREAS, JK Investments, LLC and Bradley Jones (collectively, "Owner") are developing property located along 7200 West (the "Project"); and

WHEREAS, a Storm Drainage Easement (the "Easement") is required to construct the Project; and

WHEREAS, Owner has executed said Easement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Easement is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Easement for and on behalf of West Valley City.

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

PARCEL I.D. #14-22-101-020 and 14-22-101-021

STORM DRAINAGE EASEMENT

JK Investments, LLC, a Utah limited liability company and **Bradley Jones**, GRANTORS, hereby grant to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for a ditch and for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drainage facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, described as follows:

See attached Exhibits "A" and "B"

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 30th day of July, 2025.

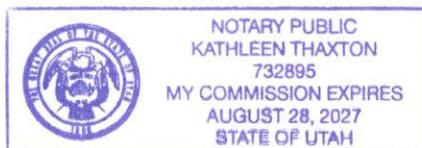
GRANTOR
JK Investments, LLC, a Utah limited liability company

By: Bernell Kirkman
Title: Member Manager

State of Utah)

County of Salt Lake)

On this 30th day of July, 2025, personally appeared before me Bernell Kirkman, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Member Manager of **JK Investments, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



274 Notary Public of 6

Kathleen Thaxton

Storm Drainage Easement
Parcel #14-22-101-020 and 14-22-101-021
Page 2 of 4

WITNESSED the hand of said GRANTOR this 30th day of July,
2025.

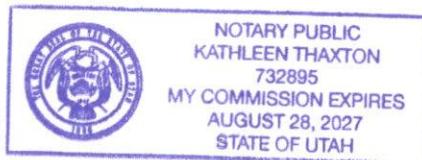
GRANTOR



Bradley D. Jones

State of Utah)
County of Salt Lake :ss

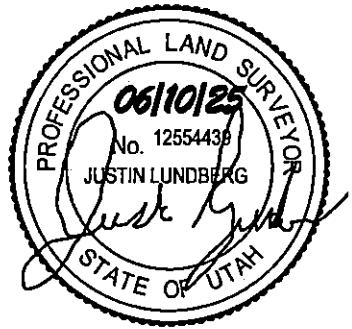
On this 30 day of July, 2025, personally appeared before
me **Bradley D. Jones**, whose identity is personally known to me or proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed
the same.



Kathleen Thaxton
Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION
PREPARED FOR
JK INVESTMENT 7200 WEST
WEST VALLEY CITY, UTAH
June 10, 2025
24-0198
RM**



DRAINAGE EASEMENT DESCRIPTION

Located in the Northwest Quarter of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in West Valley City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point N89°46'00"E 44.41 feet along the Section line and S00°14'00"E 151.40 feet from the Northwest Corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian; running thence East 24.00 feet; thence South 558.49 feet; thence West 24.00 feet; thence North 558.49 feet to the point of beginning.

Contains: 0.31 acres+/-

**NORTHWEST CORNER OF
SECTION 22, T1S, R2W, SLB&M
MONUMENT FOUND 2012**

16 15
21 22 44.41' (TIE)

BASIS OF BEARING: N89°46'00"E 2654.34'

15 15
22 22

**NORTH QUARTER CORNER OF
SECTION 22, T1S, R2W, SLB&M
MONUMENT FOUND 2020**

