



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 14, 2025, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Wood
4. Approval of Minutes:

- A. September 23, 2025

5. Awards, Ceremonies and Proclamations:
 - A. A Proclamation Recognizing the Month of October 2025 as National Domestic Violence Awareness Month

6. Public Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the

- 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.

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.)

7. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2025-2026 Budget

Action: Consider Ordinance 25-28, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

B. Accept Public Input Regarding a Consolidated Annual Performance and Evaluation Report

Actions: Consider Resolution 25-140, Approve a Consolidated Annual Performance and Evaluation Report

C. Accept Public Input Regarding Application Z-6-2025, Filed by Scott Boettcher, Requesting a Zone Change from A (Agriculture) to M (Manufacturing) for Property Located at 7005 Gates Avenue

Action: Consider Ordinance 25-29, Amend the Zoning Map to Show a Change of Zone for Property Located at 7005 West Gates Avenue from A (Agriculture) to M (Manufacturing)

Action: Consider Resolution 25-141, Authorize the City to Enter Into a Development Agreement with Scott Boettcher for Approximately 7005 West Gates Avenue

8. Resolutions:

- A. 25-142: Approve the Purchase of Two F-550 Chassis from Ken Garff Ford
- B. 25-143: Authorize the Purchase of Two Ambulances from Frazier, Ltd.
- C. 25-144: Authorize the Purchase of Two Stretcher Systems and Maintenance from Stryker Medical
- D. 25-145: Authorize the Execution of an Interlocal Cooperation Agreement with the Granite School District for School Resource Officers
- E. 25-146: Authorize the City to Approve a Delay Agreement with Iron Workers Local 27 to Delay Certain Improvements at 7022 West SR-201 North Frontage Road
- F. 25-147: Approve a Real Estate Purchase and Sale Agreement Between the City and Clark Construction & Services, LLC

9. Unfinished Business:

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

Action: Consider Ordinance 25-26, Amend Titles 7 and 24 of the West Valley City Municipal Code to Update Landscaping Regulations (Continued from the September 9, 2025 Regular Meeting)

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, SEPTEMBER 23, 2025 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director (*electronically*)
Jonathan Springmeyer, RDA Director
Roxeanne Vainuku, Acting Strategic Communications Director
Tumi Young, Chief Code Enforcement Officer
Paula Melgar, Human Resources Director (*electronically*)
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER HARMON

Councilmember Harmon shared reflections from a recent meeting with Attorney General Derek Brown, highlighting the concept of “Pando,” a 106-acre aspen grove with a shared root system near Fish Lake. He likened it to the West Valley City community, emphasizing how residents are connected and support one another. Councilmember Harmon acknowledged local initiatives such as My Hometown and Clean and Beautiful as examples

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-2-

of fostering community pride and engagement. He asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 9, 2025

The Council considered the Minutes of the Regular Meeting held September 9, 2025. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held September 9, 2025. Councilmember Harmon seconded the motion.

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

AWARDS, CEREMONIES AND PROCLAMATIONS

A. RECOGNITION OF 2025 CLEAN AND BEAUTIFUL AWARD WINNERS

Craig Thomas, Community Engagement and Culture Director, recognized 58 homes for the Clean and Beautiful Awards, with 22 property owners present. He thanked Neighborhood Services staff and the Clean and Beautiful Committee for their support and volunteer efforts. The awards honor residents who maintain clean, tidy, and beautiful homes, emphasizing care for the community rather than expense. Special recognition was given to sponsors Shiny Shell and Wasatch Properties for their contributions. A group photo was taken to commemorate the event.

PUBLIC COMMENT PERIOD

Thomas Jackson addressed the Council regarding a significant goat head weed infestation along 4100 South, from Jordan River to 3200 West, primarily on city property. He noted that early intervention with herbicide could have prevented the spread, but delayed response has worsened the issue. Thomas highlighted the impact on cyclists, who risk flat tires, and pet owners, who may incur veterinary costs. He emphasized the safety and community concerns and suggested the possibility of state funding, as goat heads are listed as a noxious weed. He requested timely city action to address the infestation.

Jim Vesock commented on the persistence of goat head weeds, noting that once established, they are difficult to remove. He also expressed concerns about selective enforcement by the city's Code Enforcement Department, emphasizing that ordinances should be applied consistently rather than selectively, to avoid community confusion and perceived favoritism. Jim questioned the focus on minor issues, such as driveway coverage limits, arguing that larger code enforcement priorities, like deteriorating properties and overall city maintenance, should take precedence. He acknowledged water conservation efforts but noted that potential runoff savings from minor ordinance enforcement are negligible in the broader context of city and state water usage.

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-3-

Mike Markham noted that most participants recognized by the Clean and Beautiful Committee are senior citizens. He emphasized the importance of motivating younger residents to take part in maintaining and improving the community, suggesting greater outreach to involve them in city beautification efforts.

Ryan Mahoney suggested that Parks and Recreation could expand their community service programs to help address issues with goat heads and other invasive weeds, similar to how participants currently help with thistle and other maintenance tasks.

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

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled September 23, 2025 in order for the City Council to hear and consider public comments 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.

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

ACTION: RESOLUTION 25-128, ADOPT AN IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS

Mayor Lang discussed proposed Resolution 25-128 that would adopt an Impact Fee Facilities Plan and Impact Fee Analysis.

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

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.

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-4-

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

Councilmember Whetstone moved to approve Resolution 25-128.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: ORDINANCE 25-27, 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

Mayor Lang discussed proposed Ordinance 25-27 that would 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.

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

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.

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

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-5-

Councilmember Harmon moved to approve Ordinance 25-27.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 25-129: APPROVE THE WEST VALLEY CITY JURISDICTIONAL ANNEX TO THE SALT LAKE COUNTY HAZARD MITIGATION PLAN

Mayor Lang presented proposed resolution 25-129 that would approve the West Valley City Jurisdictional Annex to the Salt Lake County Hazard Mitigation Plan.

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

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.

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.

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

Councilmember Huyhn moved to approve Resolution 25-129.

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-6-

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 25-130: APPROVE THE PURCHASE OF LICENSE PLATE READERS AND RELATED SERVICES

Mayor Lang presented proposed resolution 25-130 that would approve the Purchase of License Plate Readers and Related Services

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

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.

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

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-7-

enforcement agencies, including the National Crime Information Center ("NCIC").

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

Councilmember Christensen moved to approve Resolution 25-130.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 25-132: AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GENEVA ROCK PRODUCTS, INC. FOR PROPERTY LOCATED AT 6852 WEST 6200 SOUTH

Mayor Lang presented proposed resolution 25-132 that would authorize the City to Enter Into a Development Agreement with Geneva Rock Products, Inc. for Property Located at 6852 West 6200 South.

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

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

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-8-

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.

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

Councilmember Whetstone moved to approve Resolution 25-132.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 25-133: APPROVE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND GENEVA ROCK PRODUCTS, INC.

Mayor Lang presented resolution 25-133 that would approve a Reimbursement Agreement Between the City and Geneva Rock Products, Inc.

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

Geneva Rock is converting their concrete batch plant to a Hot-Mix Asphalt plant

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-9-

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.

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

Councilmember Nordfelt moved to approve Resolution 25-133.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 25-134: AWARD A CONTRACT TO AAROW LANDSCAPE FOR THE 2025-2026 WEST SIDEWALK REPAIR PROJECT

Dan Johnson, Public Works Director, presented proposed resolution 25-134 that would award a Contract to Aarow Landscape for the 2025-2026 West Sidewalk Repair Project

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

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

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-10-

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.

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

Councilmember Harmon moved to approve Resolution 25-134.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. RESOLUTION 25-131: APPROVE A GRANT AGREEMENT WITH THE UTAH DIVISION OF ARTS AND MUSEUMS FOR CULTURAL PROGRAMMING

Mayor Lang presented proposed resolution 25-131 that would approve a Grant Agreement with the Utah Division of Arts and Museums for Cultural Programming.

Written documentation previously provided to the City Council included information

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-11-

as follows:

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.

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.

B. RESOLUTION 25-135: APPROVE A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ON 4700 SOUTH

Mayor Lang presented proposed Resolution 25-135 that would approve a Betterment Agreement Between the City and the Utah Department of Transportation for Improvements on 4700 South.

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

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.

C. RESOLUTION 25-136: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE UTAH DEPARTMENT

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-12-

OF TRANSPORTATION FOR IMPROVEMENTS ON 5600 WEST

Mayor Lang presented proposed resolution 25-136 that would approve a Memorandum of Understanding Between the City and the Utah Department of Transportation for Improvements on 5600 West.

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

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.

D. RESOLUTION 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

Mayor Lang discussed proposed Resolution 25-137 that would 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

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

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.

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025

-13-

E. RESOLUTION 25-138: ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FROM CHICK-FIL-A, INC. FOR PROPERTY LOCATED AT 3246 SOUTH 5600 WEST

Mayor Lang discussed proposed Resolution 25-138 that would accept a Warranty Deed and a Temporary Construction Easement from Chick-Fil-A, Inc. for Property Located at 3246 South 5600 West.

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

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.

F. RESOLUTION 25-139: ACCEPT A STORM DRAINAGE EASEMENT FROM JK INVESTMENTS, LLC AND BRADLEY JONES FOR PROPERTY ALONG 7200 WEST

Mayor Lang discussed proposed Resolution 25-139 that would accept a Storm Drainage Easement from JK Investments, LLC and Bradley Jones for Property Along 7200 West.

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

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.

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

Councilmember Nordfelt moved to approve items on the consent agenda.

Councilmember Christensen seconded the motion.

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 23, 2025
-14-

A roll call vote was taken:

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

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, SEPTEMBER 23, 2025 WAS ADJOURNED AT 6:59 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, September 23, 2025.

Nichole Camac, MMC
City Recorder



Proclamation

A PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER 2025 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH.

WHEREAS, the month of October is National Domestic Violence Awareness Month; and

WHEREAS, we ask that those who are survivors and victims of domestic violence homicides be remembered, and

WHEREAS, the lives of women, men, children, extended family and communities continue to be negatively impacted by domestic violence, and

WHEREAS, the crime of domestic violence is not confined to any group or groups of people but crosses all racial and socio-economic segments of our society, and

WHEREAS, domestic violence hurts everyone, and

WHEREAS, we as a community must recognize the scope of this social problem and work together to create a community which does not tolerate domestic violence; and

WHEREAS, it is up to us as a community to teach our children and to expand the awareness of domestic violence by education, prevention, and outreach, and

WHEREAS, we encourage all West Valley City residents to take a stand against domestic violence in their personal relationships and in their community.

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize October 2025 as National Domestic Violence Awareness Month.

DATED this 14th day of October, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

ISSUE:

Approve an ordinance to re-open the fiscal year 2025-2026 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

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

BACKGROUND:

A Public Notice was posted September 17, 2025, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held October 14, 2025, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2025, and ending June 30, 2026, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

WEST VALLEY CITY, UTAH

ORDINANCE NO.

4 Draft Date: 9/16/2025

5 Date Adopted: _____

6 Effective Date: _____

**AN ORDINANCE AMENDING THE BUDGET OF WEST
VALLEY CITY FOR THE FISCAL YEAR BEGINNING
JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT
CHANGES IN THE BUDGET AND AUTHORIZE THE
DISBURSEMENT OF FUNDS.**

12 **WHEREAS**, the West Valley City Council adopted by ordinance the budget of West
13 Valley City Corporation for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in
14 accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended;
15 and

16 **WHEREAS**, the Finance Director, as the Budget Officer of West Valley City, has prepared
17 and filed with the City Manager and City Recorder proposed amendments to said duly-adopted
18 budget for consideration by the City Council and inspection by the public; and

19 **WHEREAS**, said proposed amendments reflect changes in the budget from increased
20 revenues and transfers as reflected; and

21 **WHEREAS**, notice was duly given of a public hearing to be held on October 14, 2025, to
22 consider the proposed amendments; and

23 **WHEREAS**, a public hearing to consider the proposed amendments was held on October
24 14, 2025 in accordance with said notice, at which hearing all interested parties were afforded an
25 opportunity to be heard for or against said proposed amendments; and

26 **WHEREAS**, all conditions precedent to the amendment of the budget have been
27 accomplished;

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

30 **Section 1.** The budget amendments attached hereto and made a part of this Ordinance
31 are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal year

32 beginning July 1, 2025 and ending June 30, 2026, in accordance with the requirements of Title 10,
33 Chapter 6, Utah Code Annotated 1953, as amended.

34 **Section 2.** The City Recorder is hereby directed to have this Ordinance certified by the
35 Budget Officer and filed with the State Auditor, as required by law.

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

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

PASSED and APPROVED this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------------|----------------------|-----------------------|
| PROPERTY TAX: | | |
| Current Year | 38,205,057 | 38,205,057 |
| Prior Year | 450,000 | 450,000 |
| Total Property Tax | 38,655,057 | 38,655,057 |
| SALES TAX: | | |
| General Sales Tax | 42,126,364 | 42,126,364 |
| Transportation Sales Tax | 5,480,000 | 5,480,000 |
| Total Sales Tax | 47,606,364 | 47,606,364 |
| UTILITY TAX: | | |
| Cable TV/Bch Adv | 466,353 | 466,353 |
| Telecommunications | 627,849 | 627,849 |
| Electricity | 7,568,912 | 7,568,912 |
| Gas | 3,410,740 | 3,410,740 |
| Total Utility Tax | 12,073,854 | 12,073,854 |
| LICENSES AND PERMITS: | | |
| Business & Econ. Services | 1,200,000 | 1,200,000 |
| Animal Licenses | 60,000 | 60,000 |
| Building Permits | 1,500,000 | 1,500,000 |
| Subdivision Fees | 180,000 | 180,000 |
| Disproportionate Service | 600,000 | 600,000 |
| Total Licenses & Permits | 3,540,000 | 3,540,000 |
| MISCELLANEOUS: | | |
| Taylorsville Contract Services | 320,000 | 320,000 |
| Animal Shelter Vaccinations | 10,000 | 10,000 |
| Animal Shelter Misc. Fees | 50,000 | 50,000 |
| Animal Shelter Donations | 20,000 | 20,000 |
| Animal Sterilization | 30,000 | 30,000 |
| Amphitheater | 500,000 | 500,000 |
| District Court Fines | 37,000 | 37,000 |
| Engineer Consultant Fees CED | 60,000 | 60,000 |
| Excavation Perm-Prop Bond | 300,000 | 300,000 |
| Fire Prevention/Haz Mat | 381,353 | 381,353 |
| Harman Home Donations | 60,000 | 60,000 |
| Harman Home Programs | 20,000 | 20,000 |
| Harman Home SL CO. | 18,786 | 18,786 |
| Indigent Defense | 10,000 | 10,000 |
| Miscellaneous | 375,000 | 414,856 17,22,24,29 |
| Operation My Hometown | 0 | 0 |
| Park Reservations/Activities | 8,000 | 8,000 |
| Parking Ticket Fines | 250,000 | 250,000 |
| Police Reimbursement | 175,000 | 175,000 |
| Police Reports | 100,000 | 100,000 |
| Rent-Develop Agency | 50,000 | 50,000 |
| Roads Funds HB244 2021 | 1,100,000 | 1,100,000 |
| Tower Lease | 93,000 | 93,000 |
| UIA | 1,277,864 | 1,277,864 |
| Vehicle Fees | 1,755,000 | 1,755,000 |
| WestFest | 140,000 | 140,000 |
| Total Miscellaneous | 7,141,003 | 7,180,859 |

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|----------------------------------|----------------------|-------------------------------|
| JUSTICE COURT: | | |
| Small Claims Fees | 145,000 | 145,000 |
| Traffic Fines | 3,000,000 | 3,000,000 |
| Total Justice Court | 3,145,000 | 3,145,000 |
| ADMINISTRATIVE COURT: | | |
| ACE Program | 55,000 | 55,000 |
| Civil Penalties | 150,000 | 150,000 |
| Total Adminstrative Court | 205,000 | 205,000 |
| INTEREST: | | |
| Investment Interest | 3,400,000 | 3,400,000 |
| RDA Interest | 9,800 | 9,800 |
| Total Interest | 3,409,800 | 3,409,800 |
| OTHER: | | |
| Appro from Fund Bal - Fleet | 1,500,000 | 1,500,000 |
| Appropriation from Fund Balance | 1,558,964 | 2,108,958 2,4,5,9,13,18,31,32 |
| Reserved Funds | 300,000 | 300,000 |
| Reserved Debt Service Funds | 1,225,000 | 1,225,000 |
| Sale of Land/Assets | 0 | 0 |
| Total Other | 4,583,964 | 5,133,958 |
| Subtotal | 120,360,042 | 120,949,892 |
| Grand Total | 120,360,042 | 120,949,892 |

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|------------------------------------|----------------------|-------------------------|
| LEGISLATIVE: | | |
| City Council | 914,518 | 927,518 9,22,24 |
| Elections | 231,800 | 231,800 |
| Total Legislative | 1,146,318 | 1,159,318 |
| ADMINISTRATIVE: | | |
| City Manager | 1,533,322 | 1,543,322 29 |
| Justice Court | 2,539,318 | 2,539,318 |
| Information Technology | 3,397,290 | 3,397,290 |
| Human Resources | 1,784,054 | 1,784,054 |
| Community & Media Relations | 989,714 | 989,714 |
| Recorder | 820,720 | 820,720 |
| Neighborhood Services | 912,604 | 937,864 25,32 |
| Animal Control | 1,865,637 | 1,865,637 |
| Ordinance Enforcement | 1,035,745 | 1,035,745 |
| Public Facilities | 2,176,037 | 2,176,037 |
| Total Administrative | 17,054,441 | 17,089,701 |
| NON-DEPARTMENTAL | | |
| UTOPIA | 4,696,666 | 4,696,666 |
| Benefits Accrual | 1,050,000 | 1,050,000 |
| Professional/Technical | 175,000 | 199,856 17 |
| Utilities | 860,453 | 860,453 |
| Wage Under Runs | (2,000,000) | (2,000,000) |
| Storm Water (Prof.Service) | (558,744) | (558,744) |
| Sanitation (Prof.Service) | (612,531) | (612,531) |
| Ambulance (Prof.Service) | (722,018) | (722,018) |
| Transfers In | (835,000) | (1,341,255) 12,14,21,27 |
| Fitness Center | 1,630,271 | 1,630,271 |
| Cultural Center | 1,560,244 | 1,560,244 |
| Capital Projects/Fleet Xfer to CIP | 1,900,000 | 1,900,000 |
| Transportation Sales Tax to CIP | 5,480,000 | 5,773,740 18 |
| Transfer Out | 0 | 0 |
| Total Non-Departmental | 12,624,341 | 12,436,682 |

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|----------------------------------|----------------------|-----------------------|
| DEBT SERVICE: | | |
| UCCC & Arena Equipment | 1,596,066 | 1,596,066 |
| Road Revenue Bonds | 1,099,352 | 1,099,352 |
| Bond Fees | 25,000 | 25,000 |
| Transfer Out | 0 | 0 |
| Fire Truck & Trailer to CIP | 35,171 | 35,171 |
| Energy Savings Projects to CIP | 303,423 | 303,423 |
| Fire Sta 71, 72 & 76 to BA | 523,900 | 523,900 |
| MBA S 2017-PD & Courts to BA | 2,234,500 | 2,234,500 |
| MBA S 2017-Parking to BA | 1,086,650 | 1,086,650 |
| MBA S 2019-Parks Bldg to BA | 220,573 | 220,573 |
| MBA S 2022-Courts Reno to BA | 383,500 | 383,500 |
| Subtotal | 7,508,135 | 7,508,135 |
| DEBT SERVICE (CONTINUED): | | |
| Transfers In: | | |
| Fire Impact Fees | (150,000) | (150,000) |
| Police Impact Fees | (250,000) | (250,000) |
| Debt Service Reserve (CIP) | (338,594) | (338,594) |
| RDA (UCCC) | (1,596,066) | (1,596,066) |
| Fitness Center | (79,001) | (79,001) |
| UCCC | (21,067) | (21,067) |
| Street Lights | (166,488) | (166,488) |
| Subtotal | (2,601,216) | (2,601,216) |
| Total Debt Service | 4,906,919 | 4,906,919 |

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------------|----------------------|-----------------------|
| COMMUNITY DEVELOPMENT: | | |
| Administration | 431,571 | 440,410 13 |
| Planning Commission | 15,799 | 15,799 |
| Board of Adjustment | 4,126 | 4,126 |
| Building Inspection | 1,231,927 | 1,231,927 |
| Planning & Zoning | 886,152 | 886,152 |
| Total Comm. & Econ. Dev. | 2,569,575 | 2,578,414 |
| FINANCE: | | |
| Administration | 642,012 | 642,012 |
| Purchasing | 156,927 | 156,927 |
| Business Licenses | 312,789 | 312,789 |
| Treasury | 357,796 | 357,796 |
| Accounting | 569,181 | 569,181 |
| Budget & Disbursements | 424,100 | 424,100 |
| Total Finance | 2,462,805 | 2,462,805 |
| FIRE: | | |
| Administration | 17,137,938 | 17,348,006 21,27 |
| Emergency Operations | 156,395 | 156,395 |
| Fire Prevention | 25,383 | 25,383 |
| Logistics | 718,895 | 731,895 27 |
| Special Operations | 21,335 | 21,335 |
| Development Services | 31,823 | 31,823 |
| Medical Services | 147,271 | 147,271 3 |
| Emergency Management | 4,040,319 | 4,103,701 2 |
| Total Fire | 22,279,359 | 22,565,809 |
| LEGAL: | | |
| Civil/Prosecutor/Risk | 3,060,614 | 3,062,441 4,5 |
| Risk Financing | 1,500,000 | 1,543,863 4 |
| Victim Assistance | 482,205 | 482,205 6,8,15 |
| Total Law | 5,042,819 | 5,088,508 |
| PARKS & RECREATION: | | |
| Parks & Rec. Administration | 915,759 | 1,019,399 14 |
| Park Maintenance | 3,160,383 | 3,351,055 12,31 |
| Recreation | 37,607 | 37,607 |
| Harman Home Operations | 378,159 | 436,993 31 |
| Total Parks & Recreation | 4,491,908 | 4,845,054 |

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------------|----------------------|-----------------------|
| POLICE: | | |
| Administration | 40,541,515 | 40,541,515 |
| Records | 45,200 | 45,200 |
| Training | 203,611 | 203,611 |
| Crossing Guards | 845,368 | 845,368 |
| Evidence | 29,350 | 29,350 |
| Forensics | 47,600 | 47,600 |
| Community Policing | 22,710 | 22,710 |
| Investigation | 106,255 | 106,255 |
| Uniform Patrol | 91,510 | 91,510 |
| K-9 | 19,200 | 19,200 |
| S.W.A.T. Unit | 92,560 | 92,560 |
| Traffic Enforcement | 27,000 | 27,000 |
| Special Operations | 102,300 | 102,300 |
| Intelligence/Internal Affairs | 51,000 | 51,000 |
| Bomb Squad Unit | 7,500 | 7,500 |
| Drone Operations | 0 | 0 |
| Police Grants | 0 | 0 |
| Total Police | 42,232,679 | 42,232,679 |
| PUBLIC WORKS: | | |
| Administration | 605,977 | 605,977 |
| Highways | 1,057,479 | 1,057,479 |
| Transportation | 981,050 | 981,050 |
| Engineering | 1,257,334 | 1,257,334 |
| Fleet Maintenance | 1,510,597 | 1,545,722 |
| Total Public Works | 5,412,437 | 5,447,562 |
| COMMUNITY PRESERVATION | | |
| Administration | 136,441 | 136,441 |
| Total Community Preservation | 136,441 | 136,441 |
| Total Operating Expenses | 120,360,042 | 120,949,892 |
| Grand Total | 120,360,042 | 120,949,892 |

WEST VALLEY CITY "C" ROADS - FUND 11

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| "C" Roads | | |
| "C" Road Fund | 5,600,000 | 5,600,000 |
| Appropriation from Fund Balance | 0 | 731,354 28,30 |
| Subtotal | <u>5,600,000</u> | <u>6,331,354</u> |

WEST VALLEY CITY "C" ROADS - FUND 11

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|--------------------------------|-------------------------|-------------------------|
| OPERATIONS: | | |
| Equipment | 35,000 | 35,000 |
| Gasoline & Diesel | 2,000 | 2,000 |
| Professional Svcs. (Intern) | 845,000 | 845,000 |
| Professional Svcs. (Ext.) | 84,360 | 105,685 30 |
| Special Supplies | 55,000 | 55,000 |
| Crack Seal | 740,000 | 740,000 |
| Concrete & Salt | 280,000 | 280,000 |
| Capital Equipment | 354,000 | 560,929 28 |
| Special Projects | 1,080,000 | 1,583,100 30 |
| Subtotal Streets | <u>3,475,360</u> | <u>4,206,714</u> |
| ENGINEERING: | | |
| Software | 7,500 | 7,500 |
| Professional Svcs. (Intern) | 670,000 | 670,000 |
| Special Projects | 685,539 | 685,539 |
| Subtotal Engineering | <u>1,363,039</u> | <u>1,363,039</u> |
| TRANSPORTATION: | | |
| Equipment | 1,000 | 1,000 |
| Utilities | 13,000 | 13,000 |
| Professional Svcs. (Ext.) | 360,000 | 360,000 |
| Signs | 40,000 | 40,000 |
| Traffic Controls | 20,000 | 20,000 |
| Special Projects | 60,000 | 60,000 |
| Transfer Out | 267,601 | 267,601 |
| Subtotal Transportation | <u>761,601</u> | <u>761,601</u> |
| Total Expenditures | <u>5,600,000</u> | <u>6,331,354</u> |

WEST VALLEY CITY FITNESS CENTER - FUND 21

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| FITNESS CENTER: | | |
| Facility Drop-In Fees | 560,000 | 560,000 |
| Annual Passes | 1,500,000 | 1,500,000 |
| Activity Area | 375,000 | 375,000 |
| Children's Area | 425,000 | 425,000 |
| Aquatics | 200,000 | 200,000 |
| Community Rooms | 40,000 | 40,000 |
| Pro Shop | 30,000 | 30,000 |
| Snack Bar/Catering | 190,000 | 190,000 |
| Sports Programs | 205,000 | 205,000 |
| Miscellaneous Rev. | 65,000 | 65,000 |
| Appropriation from Fund Balance | 0 | 196,349 ³¹ |
| Total Fitness Center | <u>3,590,000</u> | <u>3,786,349</u> |

WEST VALLEY CITY FITNESS CENTER - FUND 21

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------|-------------------------|-------------------------|
| FITNESS CENTER: | | |
| Transfers In GF/ | | |
| Operating Infusion | (1,630,271) | (1,630,271) |
| Permanent Employees | 1,303,500 | 1,303,500 |
| O.T. Employees | 17,000 | 17,000 |
| Temporary Employees | 1,405,834 | 1,405,834 |
| Additional Pay | 1,000 | 1,000 |
| Employee Benefits | 746,147 | 746,147 |
| Books & Dues | 1,300 | 1,300 |
| Advertising | 25,000 | 25,000 |
| Travel & Training | 23,000 | 23,000 |
| Office Supplies | 43,000 | 43,000 |
| Snack Bar | 140,000 | 140,000 |
| Equipment Maint. | 225,000 | 225,000 |
| Gasoline & Diesel | 4,000 | 4,000 |
| Software | 45,390 | 45,390 |
| Building/Grounds | 51,000 | 51,000 |
| Utilities | 366,499 | 366,499 |
| Telephone | 12,000 | 12,000 |
| Professional Services | 380,000 | 380,000 |
| General Health | 5,000 | 5,000 |
| Special Supplies | 37,000 | 73,388 ³¹ |
| Children's Programs | 85,000 | 85,000 |
| Adult Programs | 45,000 | 45,000 |
| Aquatics | 25,000 | 68,961 ³¹ |
| Insurance | 74,600 | 74,600 |
| Capital Equipment | 50,000 | 166,000 ³¹ |
| Capital Res.(Transfer to BA) | 30,000 | 30,000 |
| Debt Service (Transfer to GL) | 79,001 | 79,001 |
| Total Fitness Center | <u>3,590,000</u> | <u>3,786,349</u> |

WEST VALLEY CITY ARENA - FUND 25**REVENUE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|-----------------------|-------------------------|---------------------------------------|
| ARENA REVENUES | <u>9,697,000</u> | <u>9,897,000</u> ¹⁵ |

WEST VALLEY CITY ARENA - FUND 25**EXPENDITURE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|--------------------|-------------------------|-------------------------|
| ARENA: | | |
| Operations | 9,597,000 | 9,597,000 |
| Transfers Out | 2,467,000 | 2,667,000 |
| Transfers In | (2,367,000) | (2,367,000) |
| Total Arena | <u>9,697,000</u> | <u>9,897,000</u> |

WEST VALLEY CITY SANITATION - FUND 27**REVENUE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| SANITATION: | | |
| Garbage Fees | 7,100,000 | 7,100,000 |
| Appropriation from Fund Balance | 263,538 | 305,992 |
| Total | <u>7,363,538</u> | <u>7,405,992</u> |

WEST VALLEY CITY SANITATION - FUND 27**EXPENDITURE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|--------------------------------|-------------------------|-------------------------|
| SANITATION: | | |
| Books/Subscriptions | 650 | 650 |
| Travel & Training | 2,500 | 2,500 |
| Office Supplies | 7,000 | 7,000 |
| Gasoline & Diesel | 6,000 | 6,000 |
| Auto Parts | 7,000 | 7,000 |
| Prof. Services Internal | 1,577,260 | 1,577,260 |
| Prof. Services External | 3,808,128 | 3,808,128 |
| Landfill Fees | 1,700,000 | 1,700,000 |
| Special Supplies | 180,000 | 222,454 |
| Clean & Beautiful Transfer Out | 75,000 | 75,000 |
| Total | <u>7,363,538</u> | <u>7,405,992</u> |

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31

| REVENUE STATEMENT | Adopted | Sept 2024 |
|--------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| | 2025-2026 | 2025-2026 |
| Road Impact Fees | 200,000 | 200,000 |
| Total | 200,000 | 200,000 |

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**EXPENDITURE STATEMENT**

| | Adopted | Sept 2024 |
|---------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Professional Services | 30,000 | 30,000 |
| Road Projects | 170,000 | 170,000 |
| Transfer Out | 0 | 0 |
| Total Expenditures | 200,000 | 200,000 |

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**REVENUE STATEMENT**

| | Adopted | Sept 2024 |
|----------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Park Impact Fees | 1,000,000 | 1,000,000 |
| Total Revenue | 1,000,000 | 1,000,000 |

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**EXPENDITURE STATEMENT**

| | Adopted | Sept 2024 |
|---------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Park Impact Expenses | 1,000,000 | 1,000,000 |
| Total Expenditures | 1,000,000 | 1,000,000 |

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**REVENUE STATEMENT**

| | Adopted | Sept 2024 |
|------------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Fire Impact Fees - Facility | 150,000 | 150,000 |
| Fire Impact Fees - Apparatus | 67,866 | 67,866 |
| Total Revenue | 217,866 | 217,866 |

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**EXPENDITURE STATEMENT**

| | Adopted | Sept 2024 |
|--------------------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Transfer Out FS 74 & Fire Truck Debt | 217,866 | 217,866 |
| Total Expenditures | 217,866 | 217,866 |

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**REVENUE STATEMENT**

| | Adopted | Sept 2024 |
|----------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Police Impact Fees | 250,000 | 250,000 |
| Interest | 0 | 0 |
| Total Revenue | 250,000 | 250,000 |

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**EXPENDITURE STATEMENT**

| | Adopted | Sept 2024 |
|-------------------------------------|------------------|------------------|
| | 2025-2026 | Openings |
| Police Debt Serv Transfer to Gen Fd | 250,000 | 250,000 |
| Total Expenditures | 250,000 | 250,000 |

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| STORM WATER UTILITY: | | |
| Storm Water Utility Fees | 5,600,000 | 5,600,000 |
| Appropriation from Fund Balance | 73,000 | 183,098 ³⁰ |
| Total Revenue | <u>5,673,000</u> | <u>5,783,098</u> |

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|--|-------------------------|-------------------------|
| STORMWATER OPERATIONS: | | |
| Travel & Training | 8,000 | 8,000 |
| Office Supplies | 2,000 | 2,000 |
| Equip Maintenance | 60,000 | 60,000 |
| Fuel | 25,000 | 25,000 |
| Auto Maintenance | 52,000 | 52,000 |
| Vehicle Parts | 60,000 | 60,000 |
| Utilities | 35,000 | 35,000 |
| Prof./Tech (internal) | 521,604 | 521,604 |
| Prof./Tech. (external) | 115,000 | 115,000 |
| Special Supplies | 75,000 | 75,000 |
| Insurance | 10,000 | 10,000 |
| Capital Equipment | 125,000 | 125,000 |
| Subtotal | <u>1,088,604</u> | <u>1,088,604</u> |
| STORMWATER ENIGEERING PROJECTS: | | |
| Books/Dues | 800 | 800 |
| Travel & Training | 9,700 | 9,700 |
| Office Supplies | 2,800 | 2,800 |
| Equip. Maintenance | 1,800 | 1,800 |
| Fuel | 5,000 | 5,000 |
| Software | 17,500 | 17,500 |
| Prof/Tech (internal) | 784,693 | 784,693 |
| Special Supplies | 3,000 | 3,000 |
| Special Projects | 2,421,138 | 2,371,236 ¹⁹ |
| Subtotal | <u>3,246,431</u> | <u>3,196,529</u> |
| STORMWATER ADMINISTRATON: | | |
| Public Notices | 21,326 | 21,326 |
| Travel/Training | 2,000 | 2,000 |
| Office Supplies | 4,000 | 4,000 |
| Prof/Tech (internal) | 1,035,038 | 1,035,038 |
| Prof./Tech. (external) | 8,000 | 8,000 |
| Transfer Out | 267,601 | 427,601 |
| Subtotal | <u>1,337,965</u> | <u>1,497,965</u> |
| Total Expenditure | <u>5,673,000</u> | <u>5,783,098</u> |

THE DIVISION OF ARTS AND CULTURE - FUND 37

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-----------------------|-----------------------|
| Cultural Center: | | |
| Cultural Center Revenue | 300,000 | 300,000 |
| Concessions/Alcohol Revenue | 14,000 | 14,000 |
| Catering Commission | 12,000 | 12,000 |
| Art Sales | 12,000 | 12,000 |
| Day of the Dead | 12,000 | 12,000 |
| Appropriation from Fund Balance | 0 | 16,418 ¹¹ |
| Total Revenue | <u>350,000</u> | <u>366,418</u> |

THE DIVISION OF ARTS AND CULTURE - FUND 37

EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------------|-----------------------|-----------------------|
| Operations: | | |
| Permanent Employees | 827,090 | 827,090 |
| Overtime | 10,000 | 10,000 |
| Temporary Employees | 84,050 | 84,050 |
| Employee Benefits | 324,870 | 324,870 |
| Books & Dues | 5,000 | 5,000 |
| Advertising | 5,000 | 5,000 |
| Travel & Training | 6,000 | 6,000 |
| Office Supplies | 23,000 | 23,000 |
| Equip. Maintenance | 20,500 | 20,500 |
| Gasoline | 1,250 | 1,250 |
| Auto Maintenance | 900 | 900 |
| Auto Parts | 900 | 900 |
| Software | 20,000 | 20,000 |
| Building & Grounds | 50,000 | 50,000 |
| Utilities | 148,889 | 148,889 |
| Telephone | 12,000 | 12,000 |
| Contingency | 50,000 | 50,000 |
| Professional Services | 8,028 | 8,028 |
| General Health | 250 | 250 |
| Special Supplies | 25,000 | 25,000 |
| Signs | 2,500 | 2,500 |
| Insurance | 10,000 | 10,000 |
| Special Projects | 35,000 | 35,000 |
| Gallery Exhibits/Receptions | 20,000 | 36,418 ¹¹ |
| Artrageous | 53,000 | 53,000 |
| Summer Concerts | 30,000 | 30,000 |
| Day of the Dead Celebration | 10,000 | 10,000 |
| Wasatch International Food Festival | 60,000 | 60,000 |
| Transfer Out | 21,067 | 21,067 |
| Transfer In from GF | (1,560,244) | (1,560,244) |
| Subtotal Operations | <u>304,050</u> | <u>320,468</u> |
| Maintenance: | | |
| Equipment Maintenance | 16,450 | 16,450 |
| Gasoline | 3,500 | 3,500 |
| Building & Grounds | 26,000 | 26,000 |
| Subtotal Maintenance | <u>45,950</u> | <u>45,950</u> |
| Total Expenditures | <u>350,000</u> | <u>366,418</u> |

WEST VALLEY CITY STREET LIGHTS - FUND 39**REVENUE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|------------------------------|-------------------------------|
| STREET LIGHTS: | | |
| Street Light Fees | 1,250,000 | 1,250,000 |
| Appropriation from Fund Balance | 761 | 761 |
| Total | <u>1,250,761</u> | <u>1,250,761</u> |

WEST VALLEY CITY STREET LIGHTS - FUND 39**EXPENDITURE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|--------------------------------|------------------------------|-------------------------------|
| STREET LIGHTS: | | |
| Permanent Employees | 226,730 | 226,730 |
| O.T. Employees | 1,000 | 1,000 |
| Temporary Employees | 4,000 | 4,000 |
| Employee Benefits | 94,858 | 94,858 |
| Bks/Subscriptions/Memeberships | 500 | 500 |
| Travel/Training | 4,000 | 4,000 |
| Equipment Maintenance | 200,000 | 200,000 |
| Gasoline & Diesel | 15,000 | 15,000 |
| Utilities | 120,000 | 120,000 |
| Prof./Tech (internal) | 52,190 | 52,190 |
| Prof./Tech. (external) | 150,000 | 150,000 |
| Special Projects | 215,995 | 215,995 |
| Transfer Out | 166,488 | 166,488 |
| Total | <u>1,250,761</u> | <u>1,250,761</u> |

CAPITAL IMPROVEMENTS FUND - FUND 45
REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|--|------------------------------|---------------------------------|
| REVENUES: | | |
| Fed/State Capital Projects | 0 | 305,000 20 |
| Fire Apparatus Reimbursement | 0 | 367,931 10,21,27 |
| Total Revenues | 0 | 672,931 |
| OTHER SOURCES: | | |
| Bond/Lease Proceeds | 0 | 97,139 30 |
| Appropriation from Fund Balance | 3,895,594 | 27,900,292 1,2,7,12,14,30,31,32 |
| Total Other Sources | 3,895,594 | 27,997,432 |
| Total Revenue and Other Sources | 3,895,594 | 28,670,362 |

CAPITAL IMPROVEMENTS FUND - FUND 45
EXPENDITURE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|--|------------------------------|-------------------------------|
| EXPENDITURES: | | |
| Sold Services | 0 | (987,500) 2 |
| Special Projects | 0 | 11,728 30 |
| Facilities Projects | 400,000 | 424,057 7 |
| My Hometown Capital Equipment | 0 | 55,809 32 |
| Wetlands Park | 0 | 366,714 31 |
| Parkway Blvd Widening | 0 | 3,113,148 30 |
| Bridges | 0 | 527,908 30 |
| City Courts/Legal Bldg | 0 | 190,388 7 |
| 4700 S Reconstruction | 0 | 340,795 30 |
| Energy Efficiency Upgrades | 0 | 92,907 7 |
| Crosstowne Trail | 0 | 823,137 30 |
| Veterans Memorial Park | 0 | 193,158 7 |
| 6800 West Improvements | 0 | 1,136,791 30 |
| Lancer Way Reconstruction | 0 | 61,671 30 |
| 4100 S HAWK Signals Project | 0 | 22,327 30 |
| 6800 West Pond Overflow | 0 | 610,574 30 |
| 3900 S Roadway Improvements | 0 | 2,978,097 30 |
| UTA Midvalley BRT | 0 | 550,750 30 |
| 3500 S Sidewalks | 0 | 305,000 20 |
| Street Sign Replacement Project | 0 | 293,454 30 |
| 4000 West Improvements | 0 | 3,564,660 30 |
| 2200 W RAISE Grant | 0 | 500,000 30 |
| 4800 W RAISE Grant | 0 | 2,000,000 30 |
| 7200 W Reconstruction | 0 | 57,313 30 |
| Overlay Projects | 0 | 4,702,533 19,30 |
| Sidewalk Repair Projects | 250,000 | 306,519 30 |
| City Hall Parking Lot Replacement | 1,500,000 | 1,500,000 |
| Chinese Gate Repair | 80,000 | 80,000 |
| City Hall HVAC Controls | 157,000 | 157,000 |
| City's General Plan Update | 300,000 | 300,000 |
| Parkway Park Playground Replacement | 50,000 | 50,000 |
| Indoor Pool Filtration Salt Water System | 135,000 | 135,000 |
| 2025 Street Light Project | 0 | 78,623 30 |
| 5900 W Extention | 0 | 1,257,513 30 |
| Transportation Sales Tax Projects | 5,230,000 | 5,578,094 18,30 |
| Arena Renovation | 0 | 500,000 15 |
| Finance Special Projects | 0 | 3,024 30 |
| CPD Special Projects | 0 | 66,637 30 |
| Police Special Projects | 0 | 44,579 30 |
| Fire Special Projects | 0 | 1,129,968 1,2,10,27 |
| Rolling Stock | 2,000,000 | 2,201,880 30 |
| Rolling Stock Lease Payments | 618,943 | 618,943 |
| Transfers Out | 1,173,594 | 1,679,849 12,14,21,27 |
| Transfers In | (7,998,943) | (8,952,683) 15,18,19 |
| Total Expenditures | 3,895,594 | 28,670,362 |

THE RIDGE GOLF CLUB FUND - FUND 55

REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| OPERATING REVENUE: | | |
| Green Fees | 1,040,000 | 1,040,000 |
| Driving Range | 60,000 | 60,000 |
| Carts | 500,000 | 500,000 |
| Golf Club Rentals | 2,000 | 2,000 |
| Gratuities - Operations | 6,000 | 6,000 |
| Pro Shop | 210,000 | 210,000 |
| Grill/Catering | 400,000 | 400,000 |
| Gratuities - Grill & Catering | 61,000 | 61,000 |
| Miscellaneous | 5,000 | 5,000 |
| Appropriation from Fund Balance | 308,591 | 308,591 |
| Total Revenue | <u>2,592,591</u> | <u>2,592,591</u> |

THE RIDGE GOLF CLUB FUND - FUND 55

EXPENSE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|-------------------------|-------------------------|
| OPERATING EXPENSES | | |
| OPERATIONS: | | |
| Personnel | 455,750 | 455,750 |
| Operations | 187,564 | 187,564 |
| Professional Services | 71,405 | 71,405 |
| Utilities | 36,000 | 36,000 |
| Operations Subtotal | <u>750,719</u> | <u>750,719</u> |
| MAINTENANCE: | | |
| Personnel | 454,677 | 454,677 |
| Operating Supplies | 230,760 | 230,760 |
| Utilities | 196,250 | 196,250 |
| Maintenance Subtotal | <u>881,687</u> | <u>881,687</u> |
| GRILL/CATERING | | |
| Personnel | 370,954 | 370,954 |
| Operating Supplies | 66,100 | 66,100 |
| Snack Bar Subtotal | <u>437,054</u> | <u>437,054</u> |
| COST OF SALES: | | |
| Cost of Goods Sold | 125,000 | 125,000 |
| Grill/Snack Bar | 170,000 | 170,000 |
| Depreciation | 228,131 | 228,131 |
| Cost of Sales Subtotal | <u>523,131</u> | <u>523,131</u> |
| Total Operating Expenses | <u>2,592,591</u> | <u>2,592,591</u> |
| Total Expenses | <u>2,592,591</u> | <u>2,592,591</u> |

STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|---------------------------------|------------------------------|-------------------------------|
| OPERATING REVENUE: | | |
| Green Fees | 1,300,000 | 1,300,000 |
| Driving Range | 30,000 | 30,000 |
| Carts | 550,000 | 550,000 |
| Rental Clubs | 11,000 | 11,000 |
| Gratuities - Operations | 17,000 | 17,000 |
| Pro Shop | 275,000 | 275,000 |
| Grill/Catering | 600,000 | 600,000 |
| Gratuities - Grill & Catering | 75,000 | 75,000 |
| Misc. | 5,000 | 5,000 |
| Total Op. Revenue | 2,863,000 | 2,863,000 |
| NON-OPERATING REVENUE: | | |
| Appropriation from Fund Balance | 187,555 | 187,555 |
| Total Non-Operating Rev | 187,555 | 187,555 |
| Total Revenue | 3,050,555 | 3,050,555 |

STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------|------------------------------|-------------------------------|
| OPERATING EXPENSES | | |
| OPERATIONS: | | |
| Personnel | 588,275 | 588,275 |
| Operations | 249,631 | 249,631 |
| Professional Services | 130,000 | 130,000 |
| Utilities | 50,000 | 50,000 |
| Operations Subtotal | 1,017,906 | 1,017,906 |
| MAINTENANCE: | | |
| Personnel | 501,646 | 501,646 |
| Operating Supplies | 273,051 | 273,051 |
| Utilities | 195,750 | 195,750 |
| Maintenance Subtotal | 970,447 | 970,447 |
| GRILL/CATERING: | | |
| Personnel | 373,945 | 373,945 |
| Operating Supplies | 82,400 | 82,400 |
| Snack Bar Subtotal | 456,345 | 456,345 |
| COST OF SALES: | | |
| Cost of Goods Sold | 180,000 | 180,000 |
| Grill/Snack Bar | 230,000 | 230,000 |
| Depreciation | 195,857 | 195,857 |
| Cost of Sales Subtotal | 605,857 | 605,857 |
| Total Oper Expenses | 3,050,555 | 3,050,555 |
| Total Expenses | 3,050,555 | 3,050,555 |

GRANTS - FUND 60**REVENUE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|-----------------------------|------------------------------|-------------------------------|
| CDBG Projects | 1,066,000 | 1,670,530 23 |
| HOME & Federal Grants | 0 | 1,478,746 2,8,16,23,26,33 |
| State Grants | 0 | 24,200 3,25 |
| Other Governmental Agencies | 0 | 187,500 31 |
| Subtotal | <u>1,066,000</u> | <u>3,360,976</u> |

GRANTS - FUND 60**EXPENDITURE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|-----------------------------|------------------------------|-------------------------------|
| Personnel | 169,425 | 169,425 |
| CDBG Projects | 896,575 | 1,501,105 23 |
| HOME & Federal Grants | 0 | 1,478,746 2,8,16,23,26,33 |
| State Grants | 0 | 24,200 3,25 |
| Other Governmental Agencies | 0 | 187,500 31 |
| Subtotal | <u>1,066,000</u> | <u>3,360,976</u> |

AMBULANCE FUND - FUND 66**REVENUE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|--------------------------------|------------------------------|-------------------------------|
| OPERATING REVENUE: | | |
| Ambulance Fees | 3,589,588 | 3,589,588 |
| Collections Proceeds | 90,000 | 90,000 |
| Total Operating Revenue | <u>3,679,588</u> | <u>3,679,588</u> |

AMBULANCE FUND - FUND 66**EXPENSE STATEMENT**

| | Adopted 2025-2026 | Sept 2024 Openings |
|-------------------------------------|------------------------------|-------------------------------|
| OPERATING EXPENSES | | |
| OPERATIONS | | |
| Permanent Employees | 1,287,657 | 1,287,657 |
| Overtime | 46,970 | 46,970 |
| Employee Benefits | 511,215 | 511,215 |
| Uniform Allowance | 14,400 | 14,400 |
| Travel/Training | 5,825 | 5,825 |
| Office Supplies | 2,390 | 2,390 |
| Equipment Maint. | 2,987 | 2,987 |
| Gas/Diesel | 30,588 | 30,588 |
| Auto Maintenance | 52,974 | 52,974 |
| Auto Parts | 43,000 | 43,000 |
| Prof/Tech WVC | 722,018 | 722,018 |
| Billing Services | 165,000 | 165,000 |
| Ambulance Service Provider Assess. | 115,000 | 115,000 |
| Public Safety Supplies | 93,450 | 93,450 |
| Insurance | 7,650 | 7,650 |
| Capital Equipment | 0 | 0 |
| Depreciation | 322,981 | 322,981 |
| Total Operating Expenses | <u>3,424,105</u> | <u>3,424,105</u> |
| NON-OPERATING EXPENSES: | | |
| Lease Agreement | 43,000 | 43,000 |
| Transfer Out to CIP | 212,483 | 212,483 |
| Total Non-Operating Expenses | <u>255,483</u> | <u>255,483</u> |
| Total Expenses | <u>3,679,588</u> | <u>3,679,588</u> |

As authorized by the [Uniform Fiscal Procedures Act for Utah Cities](#), the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
JULY 2025 - SEPTEMBER 2025
WEST VALLEY CITY CORP.
FISCAL YEAR 2025-2026

| No. | Amount | Description | Source |
|------------------|---------------|--|------------------------------------|
| ROLLOVERS | | | |
| 1 | \$ 23,344.21 | Rollover Fire Deployment Reimbursement - Hurricane Helena <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i> | Restricted CIP Fund Balance |
| 2 | \$ 800,000.00 | Rollovers for Fire Department Deployment Reimbursements <i>EOC Trailer and Truck FEMA Grant</i> | State of Utah/FEMA |
| 2 | \$ 37,819.00 | <i>EOC Trailer and Truck City Match</i> | Restricted CIP Fund Balance |
| 2 | \$ 63,382.25 | <i>Emergency Management Division Deployment Funds</i> | Restricted General Fund Balance |
| 4 | \$ 355.89 | Rollover Victims Assistance Funds <i>(Rollover Donated Funds to Assist Victims of Domestic Violence)</i> | Restricted General Fund Balance |
| 4 | \$ 43,862.76 | Rollover Dash Camera Service Fees <i>(Services for Dash Cameras for City Vehicles)</i> | Restricted General Fund Balance |
| 5 | \$ 1,470.72 | Rollover Victim Assistance Donation <i>(Donation Raised by Hunter High School's Key Club was Received in FY 24-25)</i> | Restricted General Fund Balance |
| 7 | \$ 190,387.96 | Rollover for Public Facilities Projects <i>Justice Court</i> | Restricted CIP Fund Balance |
| 7 | \$ 92,906.89 | <i>US Bank Lease #20 Energy Efficiency</i> | Lease Proceeds |
| 7 | \$ 193,157.50 | <i>Veterans Memorial Park Project</i> | Restricted CIP Fund Balance |
| 7 | \$ 14,607.03 | <i>Facilities Projects</i> | Restricted CIP Fund Balance |
| 9 | \$ 8,000.00 | Rollover Donations from FY 24-25 for Fireworks Show <i>(Donors - \$2,000 each, Lolo's Hawaiian, Shiny shell Car Wash, Vamos Health, Rancho Markets)</i> | Restricted General Fund Balance |
| 11 | \$ 16,417.73 | Rollover UCCC Donations from FY 24-25 <i>(Rollover UCCC Restricted Donations from Multiple Donors)</i> | UCCC Fund Balance |
| 13 | \$ 8,839.25 | Rollover Impact Fee Study <i>(Community Development Impact Fee Study Project)</i> | Restricted General Fund Balance |
| 18 | \$ 293,739.82 | Rollover Transportation Sales Tax Received in FY 24-25 <i>(Transportation Sales Tax Revenue received in FY 24-25 was above the Budgeted amount for last year)</i> | Restricted General Fund Balance |
| 28 | \$ 42,454.25 | Rollover for Public Works PO's for Equipment Ordered in FY 24-25 and not received yet <i>Garbage Cans</i> | Restricted Sanitation Fund Balance |
| | \$ 206,929.21 | <i>Dump Truck, Wing Plow and Plow</i> | Restricted C Roads Fund Balance |

| No. | Amount | Description | Source |
|-----|-----------------|---|-------------------------------------|
| 30 | | Rollover CIP/Public Works On-Going Projects | |
| 30 | \$ 21,325.00 | <i>Pavement Management</i> | Restricted C Roads Fund Balance |
| 30 | \$ 503,100.00 | <i>Annual Asphalt Preservation Project</i> | Restricted C Roads Fund Balance |
| 30 | \$ 110,098.45 | <i>Rollover Brighton Canal Ditch SD Project</i> | Restricted Storm Water Fund Balance |
| 30 | \$ 11,727.89 | <i>PW/RDA Weed Management</i> | Restricted CIP Fund Balance |
| 30 | \$ 3,113,147.61 | <i>Parkway Blvd Widening MVC 6400 W</i> | Restricted CIP Fund Balance |
| 30 | \$ 340,794.98 | <i>4700 S Reconstruction</i> | Restricted CIP Fund Balance |
| 30 | \$ 823,136.95 | <i>Crosstowne Trail-2700 W to Bangerter</i> | Restricted CIP Fund Balance |
| 30 | \$ 1,136,791.00 | <i>6800 West Improvements</i> | Restricted CIP Fund Balance |
| 30 | \$ 15,556.63 | <i>3100 S ATP Overlay Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 61,671.37 | <i>Lancer Way Reconstruction</i> | Restricted CIP Fund Balance |
| 30 | \$ 22,326.61 | <i>4100 S Hawk Signals Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 610,574.00 | <i>6800 West Pond Overflow</i> | Restricted CIP Fund Balance |
| 30 | \$ 2,978,096.54 | <i>3900 South Roadway Improvements</i> | Restricted CIP Fund Balance |
| 30 | \$ 550,750.00 | <i>UTA Midvalley BRT</i> | Restricted CIP Fund Balance |
| 30 | \$ 293,453.66 | <i>Street Sign Replacement Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 3,564,660.00 | <i>4000 West Improvements</i> | Restricted CIP Fund Balance |
| 30 | \$ 500,000.00 | <i>2200 W RAISE Grant</i> | Restricted CIP Fund Balance |
| 30 | \$ 2,000,000.00 | <i>4800 W RAISE Grant</i> | Restricted CIP Fund Balance |
| 30 | \$ 4,526,976.78 | <i>2025 Overlay Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 57,312.83 | <i>7200 West Reconstruction (3500 S - 4100 S)</i> | Restricted CIP Fund Balance |
| 30 | \$ 56,518.50 | <i>2024-25 Sidewalk Repair Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 527,908.00 | <i>BFP - WVC Bridge Replacements</i> | Restricted CIP Fund Balance |
| 30 | \$ 78,623.10 | <i>2025 Street Light Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 1,257,513.48 | <i>5900 West Extention Project</i> | Restricted CIP Fund Balance |
| 30 | \$ 54,354.00 | <i>Transportation Sales Tax Funds</i> | Restricted CIP Fund Balance |
| 30 | \$ 3,024.30 | <i>Finance Dept One-Time Capital Projects</i> | Restricted CIP Fund Balance |
| 30 | \$ 66,636.51 | <i>CPD One-Time Capital Projects</i> | Restricted CIP Fund Balance |
| 30 | \$ 44,578.50 | <i>Police One-Time Capital Projects</i> | Restricted CIP Fund Balance |
| 30 | \$ 201,880.22 | <i>Rolling Stock</i> | Restricted CIP Fund Balance |
| 31 | | Rollovers for Parks & Rec Projects, FFC, and Harman Senior Center Donations | |
| 31 | \$ 46,250.00 | <i>Park Maintenance Projects - Double Check Valves</i> | Restricted General Fund Balance |
| 31 | \$ 58,834.00 | <i>Harman Senior Center - Elevator Modernization</i> | Restricted General Fund Balance |
| 31 | \$ 187,500.00 | <i>CIP Projects - Wetlands Park Project Grant</i> | State of Utah |
| 31 | \$ 179,213.56 | <i>CIP Projects - Wetlands Park Project</i> | Restricted CIP Fund Balance |
| 31 | \$ 116,000.00 | <i>Family Fitness Center - Sand Filters</i> | FFC Fund Balance |
| 31 | \$ 36,388.21 | <i>Family Fitness Center - ULCT Grant</i> | FFC Fund Balance |
| 31 | \$ 43,960.96 | <i>Family Fitness Center - Swim Team Donations</i> | FFC Fund Balance |
| 32 | | Rollovers for Community Engagement and Culture | |
| | \$ 4,209.23 | <i>Donations for Healthy West Valley</i> | Restricted General Fund Balance |
| | \$ 19,050.50 | <i>Donations for My Hometown</i> | Restricted General Fund Balance |
| | \$ 2,000.00 | <i>Donations for National Night Out</i> | Restricted General Fund Balance |
| | \$ 55,808.53 | <i>Capital Equipment for My Hometown</i> | Restricted CIP Fund Balance |
| | | GRANTS | |
| 3 | \$ 4,200.00 | Mental Health Grant FY 25-26 (Mental Health Grant Awarded to WV Fire Dept) | State of Utah |

| No. | Amount | Description | Source |
|--------------|-----------------|---|---------------------------------------|
| 6 | \$ 15,000.00 | CDBG Funds for Victims Services <i>(Funding for Victims Services from CDBG Grant)</i> | HUD |
| 8 | \$ 75,000.00 | Victim Services UVSP Grant FY 25-26 <i>(Utah Victim Services Program Grant)</i> | State of Utah |
| 16 | \$ 122,250.00 | VOCA Grant #25VOCA50 FY 2025-26 <i>(Salaries, Benefits, Travel/Training and Direct Aid for Victim Advocates)</i> | State of Utah |
| 23 | \$ 1,013,212.00 | CDBG and HOME Projects For FY 2025-26 <i>(Funding for CDBG Projects for FY 25-26)</i> | HUD |
| 25 | \$ 20,000.00 | Overdose to Data Action Grant (OD2A) <i>(Grant for Healthy West Valley/Neighborhood Services Projects)</i> | Salt Lake County Health Dept. |
| 26 | \$ 57,814.00 | JAG Grant 2024 <i>(Justice Assistance Grant used for Police Special Supplies)</i> | US Dept of Justice |
| 33 | \$ 15,000.00 | Police Dept ICAC Grant FY 25-26 <i>(Internet Crimes Against Children Grant)</i> | State of Utah |
| OTHER | | | |
| 10 | \$ 6,223.93 | Fire Department Reimbursement for OSC Support <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i> | State of Utah |
| 12 | \$ 144,422.00 | Concrete Repair at Centennial Softball Park <i>(Repair of Concrete at Centennial Softball Park)</i> | CIP Fund Balance |
| 14 | \$ 103,640.00 | Parks & Rec Master Plan <i>(To Establish a long-term Vision for Parks and Rec Facilities)</i> | CIP Fund Balance |
| 15 | \$ 500,000.00 | Arena Renovations <i>Olympic Venue State Funds</i> | State of Utah |
| 15 | \$ 300,000.00 | <i>Arena Exterior Grand Staircase LED Lights Upgrade - City Match</i> | Building Authority Arena R&R Reserves |
| 15 | \$ 200,000.00 | <i>Arena Renovations - City Match</i> | Arena Fund Balance |
| 17 | \$ 24,856.00 | Annual Management Fee for TravelBank <i>(Annual Fee for PCard App)</i> | US Bank Pcard Rebate |
| 19 | \$ 160,000.00 | Overlay Projects for FY 25-26 <i>2025 Overlay Projects - Drainage Improvements)</i> | Storm Water Existing Budget |
| 20 | \$ 305,000.00 | Safe Sidewalk Project <i>(Project Area is 3500 S 5400 W)</i> | UDOT |
| 21 | \$ 35,125.00 | Fire Department Deployment Reimbursement - Oregon and California Fires <i>Reimburse Public Works the use of a Mechanic and Truck</i> | State of Utah |
| 21 | \$ 75,967.93 | <i>Fire Dept. Overtime</i> | |

| No. | Amount | Description | Source |
|-----|---------------|--|--------------------|
| 22 | \$ 2,500.00 | Donation for the Sione Toki Concert <i>(City Event)</i> | Lolo Hawaiian BBQ |
| 24 | \$ 2,500.00 | Donation for the Sione Toki Concert <i>(City Event)</i> | Day One Foundation |
| 27 | \$ 205,613.65 | Fire Dept Reimbursement for Palisades, CA and France Canyon, UT Fires <i>(Used for Fire Dept Overtime and Special Supplies in the General Fund)</i> | State of Utah |
| 29 | \$ 10,000.00 | Stock the Merchandise Store at City Hall <i>(Stocking up for the big next sale)</i> | Merchandise Sales |

Item: CDBG Consolidated Annual Performance Evaluation Report (CAPER)

Fiscal Impact: None
Funding Source: CDBG
Budget Opening Required: No

ISSUE:

Approve the West Valley City Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report for Fiscal Year 2024-2025.

SYNOPSIS:

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the CDBG program. HUD requires that each CDBG grantee to submit a yearly Consolidated Annual Performance Evaluation Report. This report summarizes the activities and progress made during fiscal year 2024-2025 that have been funded by the city's CDBG program.

We have created the Consolidated Annual Performance Evaluation Report and budget that meets the federal guidelines for this report. The city has made its CAPER available for public review and a public hearing will be held on October 14, 2025, at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.

BACKGROUND:

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the CAPER is the reporting tool HUD requires to meet this obligation. As required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing a public hearing notice inviting the public to provide input. The CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents. Staff published a public hearing notice Saturday, September 6, 2025, in The Salt Lake Tribune. The notice stated citizens' comments may be submitted in writing until 5:00 p.m., Tuesday, October 14, 2025. No comments were received as of the writing of this staff report. In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and in meeting the program's primary objectives.

RECOMMENDATION:

Approve the attached Resolution

SUBMITTED BY:

Peggy Daniel

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT.**

WHEREAS, West Valley City has established certain community priorities and desires to undertake Community Development Block Grant (“CDBG”) programs within the City for fiscal year 2024-25; and

WHEREAS, as part of this process, the City is required to evaluate performance at the end of the fiscal year; and

WHEREAS, the City has held a public hearing and received public input concerning the Consolidated Annual Performance and Evaluation Report; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached Consolidated Annual Performance and Evaluation Report is hereby approved, and the Mayor and City Manager are authorized to execute any documents necessary to facilitate CDBG program compliance with respect to the matters addressed by said Report, subject to final approval of said documents by the City Attorney’s Office.

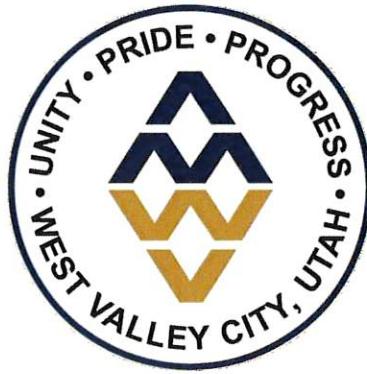
PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

CDBG

2024 Consolidated Annual Performance and Evaluation Report



West Valley City

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

2024 SUMMARY

Overview

- Covers the final year of the 2020–2024 Consolidated Plan (July 1, 2024 – June 30, 2025).
- All CDBG funding supported programs primarily benefiting low-to-moderate-income (LMI) residents.
- Focus: neighborhood preservation, housing variety, crime prevention, public spaces, and services for youth/seniors.

Key Achievements

- **Total Served:** 9,073 individuals with CDBG-funded programs.
- **Affordable Housing:** Assisted 2,535 households, mostly through rehab and transitional housing partnerships.
- **Public Services:** 4,914 people were assisted.
- **Housing Rehab:** 47 homeowner units rehabilitated (157% of goal).
- **Homelessness Support:**
 - 1,605 homeless households served.
 - Partnerships with South Valley Sanctuary, The Road Home, Oasis House, and The Inn Between provided shelter, transitional housing, and supportive services.
- **Diversity of Beneficiaries:**
 - Racial/ethnic breakdown included 5,191 White, 146 Black/African American, 191 Asian, 40 American Indian/Native, 175 Pacific Islander, 3476 Multi-Racial.
 - 1,868 identified as Hispanic.

Investments & Resources

- **CDBG Funds Available:** \$1.33M; **Expended:** \$1.18M.
- Subrecipients leveraged **\$7.6M** in additional resources.
- Geographic Distribution: 30% in target CDBG areas, 70% citywide.

Homelessness & Special Needs

- Supported transitional housing, domestic violence shelters, and hospice care for medically vulnerable homeless.
- Continued PIT count collaboration and participation in Salt Lake Valley Coalition to End Homelessness.
- Strong partnerships with PHAs, nonprofits, and regional providers.

Barriers & Policy Actions

- 36.3% of housing stock affordable; City rezoned land for higher density and approved 16 multifamily projects.
- Rehab programs (home repair, mobile home, emergency repair) address aging housing stock.
- Health equity: new University of Utah hospital/medical campus coming to WVC (funded by \$75M donation).
- Community engagement through My Hometown Initiative, Healthy West Valley programs, and volunteer service.

Monitoring & Citizen Participation

- Regular public hearings and reporting; CAPER posted September 6, 2025.
- Monitoring includes subrecipient oversight, financial compliance, and HUD reporting.

Conclusion

- West Valley City met or exceeded most 2024–2025 goals, especially in affordable housing, homelessness services, and public services.
- Continued emphasis on housing rehab, neighborhood revitalization, health access, and community partnerships.
- No changes to program objectives are currently planned.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

West Valley City has completed the fifth year of the 2020 – 2024 Consolidated Plan, which is the fiscal year (or program year) spanning from July 1, 2024, through June 30, 2025. The key projects approved and undertaken during this fiscal year are detailed in this report. All funding awarded under CDBG was for programs and activities that primarily benefit low-to-moderate (LMI) persons. This CAPER provides detail on the performances of those programs during the most recent fiscal year.

West Valley City has diligently worked to preserve residential communities, and to proactively address important neighborhood issues that detract from their safety and vitality. West Valley City seeks to provide positive solutions involving neighborhood residents that make the City more beautiful, unique, and unified.

The vision of West Valley City is to maintain a variety of housing for people of different ages, races and household types. Such housing includes a quality architecture that addresses the street; provide amenities such as trails, parks; open space; create safe and attractive neighborhoods, and promote resource conservation. The City is working to create a more balanced mix of home sizes and values and encourage larger developments near transit stations.

The areas where the City feels there is room for improvement and growth, as laid out in the 5-year Consolidated Plan and the Annual Action Plan, were as follows:

1. Housing maintenance and neighborhood preservation
2. Wider variety of housing types and prices
3. Crime prevention programs, youth programs and help for seniors
4. Improved public spaces

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and complain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected – Strategic Plan | Percent Complete | Actual – Program Year | Percent Complete |
|--------------------|-----------------------------------|-----------------------------|---|---------------------|---------------------------|------------------|-----------------------|------------------|
| Community Services | Safety, Prevention & preservation | CDBG: \$302849 | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 1500 | 4914 | 327.60% | 6600 3031 45.92% |
| Community Services | Safety, Prevention & preservation | CDBG: \$302849 | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 150 | 150 | 100.00% | |
| Community Services | Safety, Prevention & preservation | CDBG: \$302849 | Homeless Person Overnight Shelter | Persons Assisted | 0 | 83 | 0 | 83 |
| Community Services | Affordable Housing | CDBG: \$302849 | Other | Other | 25 | 0 | 0.00% | |
| Decent Housing | Non-Homeless Special Needs | CDBG: \$ / General Fund: \$ | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 750 | 767 | 102.27% | |

| | | | | | | | | | | |
|-------------------------------|---|-----------------------------|---|------------------------|-----|-----|---------|----|----|---------|
| Decent Housing | Affordable Housing Non-Homeless Special Needs | CDBG: \$ / General Fund: \$ | Homeowner Housing Rehabilitated | Household Housing Unit | 30 | 47 | 156.67% | 17 | 25 | 147.06% |
| Decent Housing | Affordable Housing Non-Homeless Special Needs | CDBG: \$ / General Fund: \$ | Homeless Person Overnight Shelter | Persons Assisted | 750 | 767 | 102.27% | | | |
| Decent Housing | Affordable Housing Non-Homeless Special Needs | CDBG: \$ / General Fund: \$ | Overnight/Emergency Shelter/Transitional Housing Beds added | Beds | 0 | 0 | | | | |
| Expanded Economic Opportunity | Affordable Housing Non-Housing Community Development | | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 25 | 29 | 116.00% | | | |
| Expanded Economic Opportunity | Affordable Housing Non-Housing Community Development | | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 100 | 29 | 29.00% | | | |

| | | | | | | | |
|--------------------------------|--|--|------------------------|----|----|---------|--|
| Expanded Economic Opportunity | Affordable Housing Non-Housing Community Development | Tenant-based rental assistance / Rapid Rehousing | Households Assisted | 15 | 0 | 0.00% | |
| Expanded Economic Opportunity | Affordable Housing Non-Housing Community Development | Homelessness Prevention | Persons Assisted | 25 | 25 | 100.00% | |
| Neighborhoods & Infrastructure | Non-Housing Community Development ADA Ramps, parks, etc. | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit | Households Assisted | 2 | 2 | 100.00% | |
| Neighborhoods & Infrastructure | Non-Housing Community Development ADA Ramps, parks, etc. | Homeowner Housing Rehabilitation | Household Housing Unit | 5 | 22 | 440.00% | |
| Neighborhoods & Infrastructure | Non-Housing Community Development ADA Ramps, parks, etc. | Direct Financial Assistance to Homebuyers | Households Assisted | 10 | 0 | 0.00% | |
| Neighborhoods & Infrastructure | Non-Housing Community Development ADA Ramps, parks, etc. | Other | Other | 2 | 0 | 0.00% | |

| | | | | | | | | |
|------------------------------|--|----------|--|------------------------|-------|-------|-----------------|--------------------|
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit | Households Assisted | 5 | 2 | 40.00% | |
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 19950 | 24751 | 124.07% | 323 4759 1,473.37% |
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 25 | 22 | 88.00% | |
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Homeless Person Overnight Shelter | Persons Assisted | 0 | 340 | 300 340 113.33% | |
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Overnight/Emergency Shelter/Transitional Housing Beds added | Beds | 0 | 0 | 0 0 | |
| Suitable Living Environments | Affordable Housing Non-Housing Community Development | CDBG: \$ | Housing Code Enforcement/Foreclosed Property Care | Household Housing Unit | 500 | 0 | 0.00% | |

| | | | | | | | | | | | |
|--------------------|------------------------------|-----------------------------------|----------|-------|-------|----|---|-------|--|--|--|
| Affordable Housing | Suitable Living Environments | Non-Housing Community Development | CDBG: \$ | Other | Other | 25 | 0 | 0.00% | | | |
|--------------------|------------------------------|-----------------------------------|----------|-------|-------|----|---|-------|--|--|--|

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

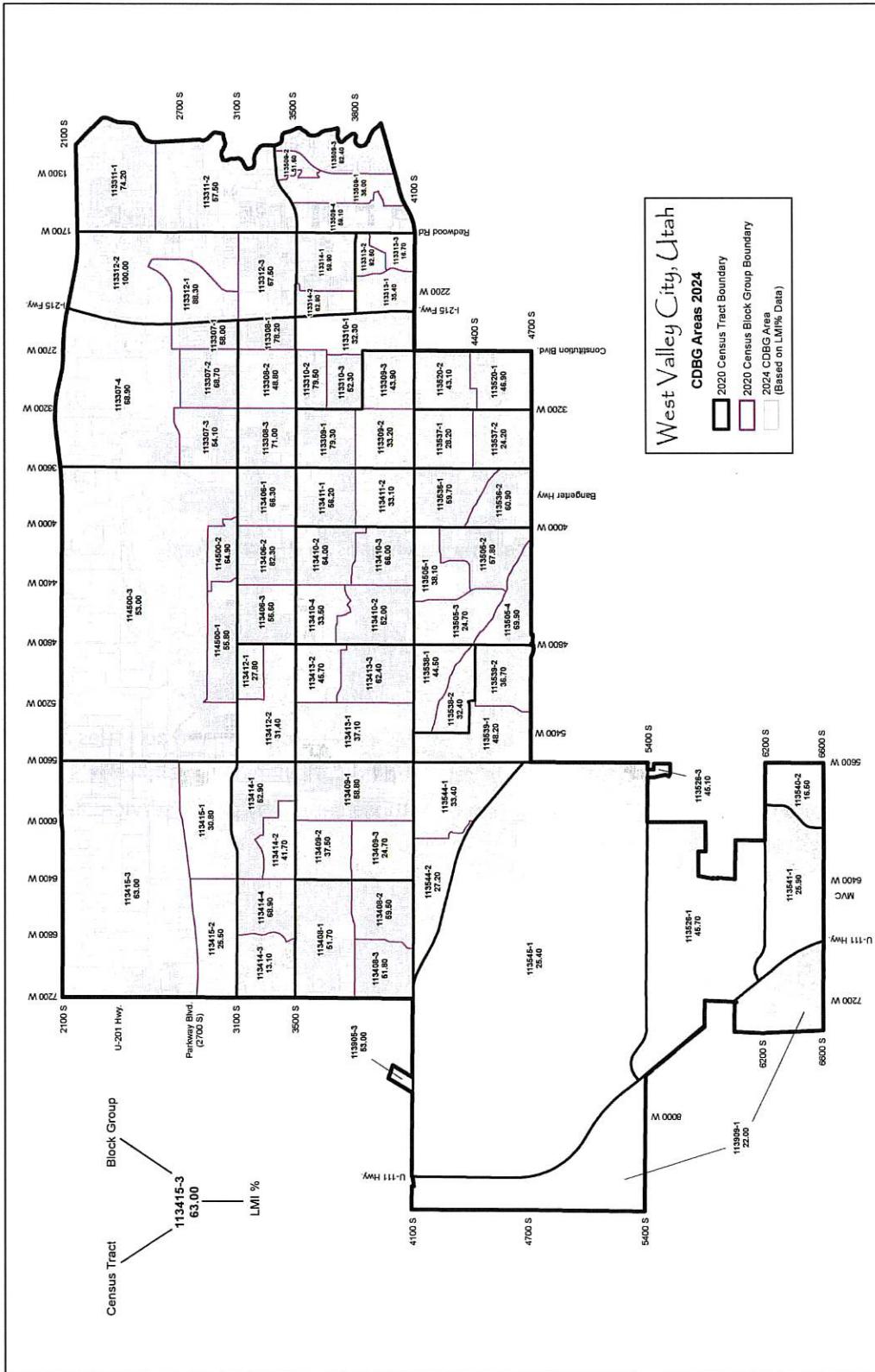
Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Community & Economic Development Department of West Valley City has an annual process in place that attempts to assess the needs of the community and how each of the City Departments can best respond to those needs. Part of this process includes identifying the issues, making goals relative to each issue, and then creating action items to meet those goals. One of the priorities of both the City Council & City Administration continues to be finding ways to help distressed neighborhoods cease and reverse the signs of deterioration.

Although funding may be used for the benefit of all residents within the City jurisdiction, the CDBG funding processes give special consideration to projects and programs that will be carried out in, or specifically benefit, populations of the CDBG designated areas. The "designated" areas are those in which there is a population of at least 51% low to moderate-income (LMI) households.

West Valley City has been successful in accomplishing most of the established goals and objectives, set forth in the Annual Plan for 2024-2025. The City has been dedicated to allocating CDBG funds to the programs that support neighborhood improvement and revitalization needs. Programs such as Emergency Repair Program, Home Rehabilitation Loans, Mobile Home grants, and Community Policing were big expenditures for West Valley City throughout the year, in keeping with the programs that support the key goals. At the same time, the City recognizes the importance of the public service programs and what an invaluable resource they are to the residents, and therefore has

continued to support the organizations providing those services.



CDBG LMI Neighborhoods

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)**

| | CDBG |
|---|--------------|
| White | 1,418 |
| Black or African American | 120 |
| Asian | 66 |
| American Indian or American Native | 21 |
| Native Hawaiian or Other Pacific Islander | 47 |
| Total | 1,672 |
| Hispanic | 715 |
| Not Hispanic | 957 |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

West Valley City served a total of 9,073 individuals through all the programs and activities funded with CDBG money. The total number of individuals that reported have Hispanic Ethnicity were 1,868. See the attached tables for a break down of the demographics of those served by public services and those served by infrastructure and public facilities.

| Program | Infrastructure and Public Facilities | |
|---|--|---------------|
| Program Year | 2024 | |
| Status | All Statuses | |
| Block | Accomplishment | Total |
| Beneficiaries - Race | White | 103.00 |
| Beneficiaries - Race | Black/African American | 4.00 |
| Beneficiaries - Race | Asian | 0.00 |
| Beneficiaries - Race | American Indian/Alaskan Native | 2.00 |
| Beneficiaries - Race | Native Hawaiian/Other Pacific Islander | 3.00 |
| Beneficiaries - Race | American Indian or Alaskan Native & White | 0.00 |
| Beneficiaries - Race | Asian & White | 0.00 |
| Beneficiaries - Race | Black/African American & White | 2.00 |
| Beneficiaries - Race | American Indian/Alaskan Native & Black/African | 1.00 |
| Beneficiaries - Race | Other Multi-Racial | 848.00 |
| Total | | 963.00 |
| | | |
| Beneficiaries - Hispanic Ethnicity White | | 38.00 |
| Beneficiaries - Hispanic Ethnicity Black/African American | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Asian | | 0.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Native Hawaiian/Other Pacific Islander | | 0.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native & White | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Asian & White | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Black/African American & White | | 0.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native & Black/African | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Other Multi-Racial | | 35.00 |
| Total | | 73.00 |

| Program | Public Services | |
|--|---|---------|
| Program Year | 2024 | |
| Status | All Statuses | |
| Block | Accomplishment | Total |
| Beneficiaries - Race | White | 5088.00 |
| Beneficiaries - Race | Black/African American | 142.00 |
| Beneficiaries - Race | Asian | 191.00 |
| Beneficiaries - Race | American Indian/Alaskan Native | 38.00 |
| Beneficiaries - Race | Native Hawaiian/Other Pacific Islander | 172.00 |
| Beneficiaries - Race | American Indian or Alaskan Native & White | 13.00 |
| Beneficiaries - Race | Asian & White | 14.00 |
| Beneficiaries - Race | Black/African American & White | 11.00 |
| Beneficiaries - Race | American Indian/Alaskan Native & Black/African American | 2.00 |
| Beneficiaries - Race | Other Multi-Racial | 2439.00 |
| Total | | 8110.00 |
| Beneficiaries - Hispanic Ethnicity White | | 1664.00 |
| Beneficiaries - Hispanic Ethnicity Black/African American | | 12.00 |
| Beneficiaries - Hispanic Ethnicity Asian | | 2.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native | | 5.00 |
| Beneficiaries - Hispanic Ethnicity Native Hawaiian/Other Pacific Islander | | 5.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native & White | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Asian & White | | 1.00 |
| Beneficiaries - Hispanic Ethnicity Black/African American & White | | 4.00 |
| Beneficiaries - Hispanic Ethnicity American Indian/Alaskan Native & Black/African American | | 0.00 |
| Beneficiaries - Hispanic Ethnicity Other Multi-Racial | | 102.00 |
| Total | | 1795.00 |

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|-----------------|------------------|--------------------------|-------------------------------------|
| CDBG | public - federal | 1,331,413 | 1,183,067 |
| General Fund | public - local | 0 | |

Table 3 - Resources Made Available

Narrative

The CDBG resources made available during the 2024 fiscal year were as follows:

CDBG Funds from previous program year \$74,861.42

2024 CDBG funds \$1,03,975

CDBG Funds returned to the line-of-credit \$150,425.03

West Valley City receives HOME funds through our participation as an entitlement jurisdiction in the Salt Lake County HOME Consortium. West Valley City also receives program income.

Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|-------------|----------------------------------|---------------------------------|----------------------------|
| CDBG Areas | 70 | 30 | Target LMI/declining areas |
| City wide | 30 | 70 | City-Wide LMI |

Table 4 – Identify the geographic distribution and location of investments

Narrative

Realizing that there are several areas within the City that have been on the decline in recent years and are now showing signs of deterioration, West Valley City has been focusing a great deal of our available energy and resources into these areas. By doing so, we hope to prevent additional blighted areas that become future problems. Because of this increased effort, the City ended up spending more money in those areas, largely by doing outreach to the residents in those neighborhoods. The City is using CDBG funds to pay for a Community Police Officer that serves in only CDBG areas plus an after-school program at a school in the CDBG area. The City is also aware that it is going to take a long, concentrated effort to begin seeing large-scale improvements and gentrification in the CDBG designated areas. These areas

are primarily low-to-moderate income (LMI) households and have been blighted and declining for quite some time. To help in declining neighborhoods West Valley City has partnered with My Hometown program. This program brings neighborhood together with community volunteers to upgrade homes where the residents need help cleaning up their yards, painting their homes, and addressing city code violations. While many of our funded activities serve individuals city wide it is good to remember that 51.85% of the census blocks have 51% or higher LMI individuals and on a whole the city has 49.89% LMI individuals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

West Valley City regularly attempts to obtain adequate public and private resources necessary to address the needs of the City's residents. These efforts included establishing partnerships with other local governmental agencies and nonprofit organizations to provide services to WVC residents. The City has been able to continue the partnerships with state, federal, and local agencies, and leveraged funding from HOME funds, program income and many other sources. Some of our largest project partners include South Valley Sanctuary, My Home Town, Utah Non Profit Housing Corporation, Community Development Corporation of Utah, Salt Lake Habitat for Humanity and Salt Lake County. The projects they oversee and services they provide include emergency shelter, homebuyer education and financial counseling, housing construction, housing renovation and rehabilitation and similar activities. These partnerships allow us to see additional funding being leveraged within West Valley City. During 2024-2025 fiscal year West Valley City subrecipients leveraged \$7,614,715 on the projects funded by CDBG.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

| | One-Year Goal | Actual |
|--|---------------|--------------|
| Number of Homeless households to be provided affordable housing units | 300 | 1,605 |
| Number of Non-Homeless households to be provided affordable housing units | 800 | 930 |
| Number of Special-Needs households to be provided affordable housing units | 0 | 0 |
| Total | 1,100 | 2,535 |

Table 5 – Number of Households

| | One-Year Goal | Actual |
|--|---------------|-----------|
| Number of households supported through Rental Assistance | 0 | 0 |
| Number of households supported through The Production of New Units | 0 | 0 |
| Number of households supported through Rehab of Existing Units | 17 | 24 |
| Number of households supported through Acquisition of Existing Units | 0 | 0 |
| Total | 17 | 24 |

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The goals identified in the Annual Action Plan were realistic, considering that the City itself does not own any Public Housing housing units and has not yet used federal funds to assist in the construction of new housing units. We are becoming more attentive to the various ways we can assist with housing options for the residents of West Valley City (WVC).

WVC reached and exceeded the goals due to our partnerships with South Valley Sanctuary, The Road Home, The Inn Between and Oasis House.

Discuss how these outcomes will impact future annual action plans.

We will continue to thoroughly evaluate the overall goals and break those into sub-goals to be met in shorter time increments. This should continue to build upon and improve our ability to meet key goals with the anticipated outcomes. The Grants staff will also continue to foster and maintain relationships with the other community agencies and City departments tasked with similar goals, to increase productivity and efficiency.

While we continue to operate with a small staff, we have implemented new practices, software programs and consulting services that have increased efficiency.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

| Number of Households Served | CDBG Actual | HOME Actual |
|-----------------------------|--------------|-------------|
| Extremely Low-income | 2,502 | 0 |
| Low-income | 3,084 | 0 |
| Moderate-income | 2,019 | 0 |
| Total | 7,605 | 0 |

Table 7 – Number of Households Served

Narrative Information

West Valley City is committed to providing safe and secure housing within the City. Some of the actions that continued throughout the last year include:

- Partnering with Salt Lake County to receive Home funds that enhance the single home rehabilitation and manufactured home repair programs
- Funding Home Rehabilitations for the transitional housing units owned by West Valley City and administered by The Road Home
- Funding for West Valley City's home rehabilitation grants projects
- Recommend and award grant money to sub-recipients that provide West Valley City residents with safety resources, such as the Community Service Officers that directly work within LMI neighborhoods. West Valley City will continue to work with South Valley Services and West Valley City Victims Services Office that provide invaluable assistance to victims of domestic violence.

The City spends a good deal of time focusing on expanding the availability of decent and safe housing through partnerships with other entities, to leverage private or other public funding, that allows the creation of additional housing opportunities. The City's home rehabilitation projects have been undertaken to renovate or modernize the current housing stock as needed, so they do not detract from the neighborhoods where they are located.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

West Valley City continues its efforts to support housing services for the homeless. Even in the event that funding is not available to be allocated to public service agencies that provide such services, the City advocates the necessity for these agencies and makes many referrals to them. CDBG funds were granted to South Valley Sanctuary, Oasis House, The Road Home and The Inn Between in order to better provide services to individuals that are experiencing homelessness or preventing them of becoming homeless. The West Valley City continues its collaboration with the Road Home homeless shelter and Housing Connect to coordinate services for clients. According to The Road Home, it is difficult to estimate the actual number of homeless persons that reside in or came from a specific city, due to difficulty in locating and counting the homeless population and the number of years some of them have been homeless. For these reasons, the City hopes to be able to maintain being either a funding source or program partner to the Road Home, in order for the shelter to provide necessary services to those they can locate. West Valley City supports Salt Lake County in its annual PIT count and homeless services. We engage with CoC/Salt Lake Valley Coalition to End Homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

West Valley City owns two homes currently being managed and utilized by the Road Home as transitional housing. The Road Home currently houses formerly homeless LMI families in both residences. Although the persons placed in these units have a history of homelessness, West Valley City and The Road Home have had a great amount of success in operating these housing units as a way to transition individual out of homelessness. Since moving toward the permanent housing vision, turnover has been minimal, with the rare exception of persons moving into other permanent housing situations. This year we funded the Oasis House that houses individuals that have mental illness that are currently homeless or about to become homeless.

West Valley City also partners with South Valley Sanctuary to provide emergency shelter for victims of domestic violence. Individuals that are victims of domestic violence have to make the hard choice of staying with the perpetrator or becoming homeless if they leave.

West Valley City provided funding to The Inn Between which provides hospice care for the medically vulnerable homeless individuals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after

being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

West Valley City supported programs over the past year that assisted LMI persons to avoid homelessness, in the form of public service funding awarded to non-profit agencies. These programs include, but are not limited to:

- South Valley Sanctuary provides shelter, case management, education, mental health support, housing assistance and other supportive services for women, children and men who have experienced domestic violence.
- The Road Home provides a community resource center, which provides lifesaving resources year-round. Emergency shelter will be provided if needed, and The Road Home partners with area landlords to find immediate housing. They work with those still in housing avoid homelessness by providing housing-based, client-driven supportive services to help eliminate barriers that have prevented households from maintaining housing.
- Oasis House provides housing for mentally disabled individual.
- The Inn Between provides hospice care for the medically vulnerable homeless individuals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

West Valley City works closely with the two local PHAs and other community partners to address the needs of homeless persons. The programs we fund through these community partners provide a wide range of services, including intensive case management to ensure that residents who still have housing are able to maintain their housing, and those who have fallen into homelessness are re-house as quickly as possible. Each of these agencies provides continued case management and support to minimize the risk factors that could cause a lapse in stable housing.

West Valley City supports The Salt Lake Valley Coalition to End Homelessness (SLVCEH) supports agencies which provides comprehensive services and are client-focused in addressing the increasing homeless populations in Salt Lake County. West Valley City participates in the Coalition and serves on their Community Engagement and Street Outreach task groups. This act is one of many in our continued commitment to reducing homelessness and its recidivism rates.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City itself does not own any public housing. West Valley City supports the ten public housing units that exist in West Valley City, that are owned and operated by other entities.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City coordinates with the local PHAs to gather feedback from their Housing Voucher clients regarding the availability of services geared toward homeownership. In addition, there are housing assistance information in the lobby of city hall. West Valley City also partners with Community Development Corporation of Utah (CDCU) to host and participate in homeownership events, where the public can learn steps that can be taken to achieve the dream of becoming a homeowner, as well as, meet with financial counselors and other community organizations that provide first time home-buyer education or assistance.

Actions taken to provide assistance to troubled PHAs

There is no troubled PHAs in our jurisdiction or the surrounding areas.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

36.3% of West Valley City's total housing stock is considered affordable. For very low-income households 17.9% and for extremely low-income households 6.9%.

West Valley City has a high percentage of owner-occupied affordable housing for very low-income 9.4%. For extremely low-income households 7.3% and 15.8% for low-income households.

West Valley City has a relatively high number of renter-occupied units, for extremely low-income households 5.9%, very low-income 39.4%, for low-income 88.3%. Renter-occupied units are generally more affordable than owner-occupied units.

The total amount of income-restricted units is 5.1% of the city's total housing units. 6.4% of West Valley City housing stock is manufactured homes, which is 3 times the overall Salt Lake County percentage of 1.8%.

WEST VALLEY CITY STRATEGIES AND IMPLEMENTATION PLAN

1. Rezone for densities is necessary to facilitate the production of moderate-income housing. Over the last several years, the city has approved rezones for a total of 16 different multi-family residential projects.
2. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing. The Grants Division of West Valley City Community Development Department administers three programs to rehabilitate housing for low-income households.
 - The Single-Family Home Rehabilitation Repair Program
 - Mobile Home Repair Program
 - The Emergency Repair Program
3. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling unit in residential zones.
4. Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
5. Amend land use regulations to allow for higher density or new moderate-income residential development in commercial or mixed-use zones near major transit investment corridors.
6. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilitates.

7. Demonstrate utilization of moderate-income-housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
8. Develop and adopt a plan for light rail transit stations within West Valley City.

Over the last five years, the City has issued permits for an average of about 390 dwelling units per year. However, City staff anticipates a lower number of permits issued over the next five years for two reasons – higher interest rates and a limited supply of vacant land within the City. City staff anticipate an annual average number of permits between 250 and 300 dwelling units for the next five years. This would result in 1,250 to 1,500 new dwelling units. Based on approvals already made or in process for apartment and condos units in five apartment projects, staff anticipate approximately 725 new moderate-income housing units will be constructed within the next five years.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

West Valley City's multifaceted efforts spanning health care, public engagement, wellness promotion, and infrastructure reflecting a comprehensive approach to reducing barriers and uplifting underserved populations.

Health & Mental Health Access

- **University-Assisted Hospital & Health Campus**
Supported the University of Utah's (UofU) plan to build a hospital and medical campus in WVC, funded by a \$75 million donation. This facility aims to improve health care access for over 725,000 west-side residents—where life expectancy is significantly lower creating both care opportunities and local jobs.
- **Community-Driven Planning via Mentorship**
The West Valley Mentorship Program connects UofU Health leaders with local residents to ensure community voices shape the design and operations of the new hospital. It emphasizes mutual learning and aligning services with local needs.
- **Broader University Partnership through U West Valley and UNP**
University Neighborhood Partners (UNP) brings programs like Codability (tech education for non-English speakers) and Breathe Retreat (tree planting to enhance green space) and actively includes community voices via steering committees in health planning.
- **Culturally Responsive Behavioral Health**
Latino Behavioral Health Services partnered with the UofU to deliver culturally grounded mental health services, including peer-led support groups, navigation help, and expanded telehealth for the Latino community.
- **American Rescue Plan Act Funding**
West Valley City received part of \$7.25 million in federal ARPA funding to support expansion of primary health care infrastructure, including needs like telehealth equipment expansion and mobile services targeting medically underserved communities.

Community Engagement & Basic Needs

- **Community Resource Centers via My HomeTown Initiative**

New Community Resource Center opened in a local LDS meetinghouse, offering free ESL, art, parenting, fitness, and literacy classes. The center also organizes “Days of Service” where volunteers help with neighborhood improvements.

- **Healthy West Valley Programs (Get Healthy Utah)**

The city's Healthy West Valley Coalition has: Expanded fitness opportunities and park programs Improved access to healthy food via community gardens and a farmers market Provided wellness and swim programs for low-income, disabled, and veteran populations The “**Active People, Healthy Utah**” demonstration project enhanced ADA accessibility, added picnic tables and pickleball courts, and launched the “Birds and Bikes” campaign to encourage outdoor activity.

- **Volunteer Programs & Civic Engagement**

West Valley City actively invites residents to serve through boards, commissions, graffiti cleanup, park maintenance, and community service projects offering paint or logistical support.

Public Health Awareness & Infrastructure

- **Opioid Crisis Awareness**

The city received a \$20,000 grant to develop bilingual (English/Spanish) brochures, videos, and community classes focused on the opioid crisis.

- **Community Development Block Grant (CDBG)**

Through HUD's CDBG program, West Valley City allocates funds annually to improving housing, infrastructure, public services, and facilities specifically targeting low-income individuals.

| Need Area | City's Actions Taken |
|---------------------------------|--|
| Healthcare Access | New hospital campus; mentorship-led planning; mental health partnerships; ARPA funding |
| Healthy Living & Nutrition | Active living infrastructure; community gardens; farmers market; educational wellness |
| Education & Inclusion | Free skills classes; community center offerings; volunteer civic involvement |
| Community Planning & Engagement | U West Valley initiative; UNP programs; steering committees and resident co-design |
| Public Health Awareness | Opioid education materials/classes in multiple languages |
| Infrastructure Support | Ongoing CDBG-funded projects for low-income community improvements |

Summary of Needs and Actions Taken

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Per the most recent Census data, West Valley City has 17,439 homes built prior to 1978, which would be subject to the hazard of Lead-based paint. The City continues to ensure that all rehabilitation projects

on homes built prior to 1978 include lead assessments and treatment as necessary. The City's Project Manager automatically does a lead-based paint assessment and testing on every home built prior to 1978, that will be utilizing any one of the home rehabilitation programs. If Lead-based paint is confirmed with such testing, the City coordinates with Salt Lake County, for use of their Lead-Safe Housing Program. Any houses identified by Salt Lake County as qualified under the grant are treated by Salt Lake County, while any rehabilitation homes that the County won't remediate are handled by the West Valley City Grants Office and their consultants.

West Valley City also has an outreach policy, which includes distribution of Lead-based paint pamphlets put out by the EPA, entitled, "Protect Your Family From Lead In Your Home". These pamphlets are automatically supplied with applications for the Home Rehabilitation, Mobile Home Repair, and Emergency Assistance. The dangers of lead-based paint are also personally discussed with homeowners that have rehabilitation needs.

West Valley City will continue their coordination with Salt Lake County on the Green and Healthy Homes Initiative to help improve the overall health and well-being of our residents. This will play a role in ensuring that all houses in The City will be lead-free and safe to live in.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

West Valley City has implemented a variety of initiatives aimed at reducing poverty and supporting low-income families. These efforts collectively demonstrate the city's approach to helping poverty-level families: from improving housing and neighborhood conditions to bolstering education, health, and direct assistance.

Here are some of the key actions they've taken:

Major Poverty-Reduction Efforts in West Valley City

1. My Hometown Initiative

Launched in January 2020, this collaborative program brings together city services, residents, local churches, businesses, and organizations to strengthen neighborhoods to:

- Enhancing housing quality and neighborhood appearance.
- Offering free, year-round classes to help families build skills and improve economic circumstances.
- Supporting educational performance from K–12 to uplift family incomes.

2. Emergency and Specialized Housing Assistance

The city provides support for vulnerable populations:

- Over 20,000 affordable housing units are available throughout the city.
- 567 units that provide housing for the disabled, seniors, homeless, those with mental illness and victims of domestic violence.

3. Mobile Home and Emergency Repair Grants

Acknowledging the needs of homeowners in precarious circumstances, the city offers:

- Mobile Home Rehabilitation Grants for eligible residents.
- Emergency Repair Program (ERP) grants for extremely low-income households to address urgent home repairs.
- Participation in the Green & Healthy Homes Initiative, aimed at ensuring safe, energy-efficient homes for low- to moderate-income families.

4. Health & Wellness – “Healthy West Valley” / “Get Healthy Utah!”

As part of statewide wellness efforts, West Valley City focuses on:

- Providing low-cost fitness opportunities (e.g., recreation classes, improved green spaces).
- Promoting nutrition education through community gardens and farmers' markets.
- Offering free or reduced-cost swim lessons, especially for low-income or at-risk children.

5. Upcoming Medical Campus Development

In March 2025, the University of Utah announced a \$75 million donation to build an 800,000 square-foot hospital and medical campus in West Valley City. Slated to open as a clinic in 2028 and with full hospital rooms by 2029, this facility is expected to:

- Improve healthcare access for over 725,000 residents.
- Create new jobs and training opportunities—offering indirect economic benefits for low-income families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During the program year, West Valley City took several actions to strengthen the institutional structure supporting the delivery of housing and community development programs:

- **Capacity Building:** The City provided training and technical assistance to subrecipients on federal compliance requirements, financial management, and performance reporting. Staff also participated in HUD-sponsored trainings and two NCDA conferences to improve grant administration.
- **Improved Coordination:** The City enhanced collaboration among City departments, the Housing

Authority, local nonprofits, and the Continuum of Care to align resources for homeless prevention, affordable housing, and public service activities.

- **Process Improvements:** The City implemented an online grants management system to streamline subrecipient reporting and improve data tracking. This system allows more efficient monitoring and supports greater accountability.
- **Leveraging Resources:** Partnerships with local philanthropic organizations and state agencies were expanded to combine funding sources and maximize the impact of CDBG resources.
- **Equity Focus:** The City worked with community-based organizations to improve outreach in underserved neighborhoods and ensure services reached residents most in need.

These actions helped strengthen relationships between public, private, and nonprofit partners, increase organizational capacity, and improve the overall effectiveness of the institutional delivery system.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

West Valley City (WVC), Utah, has implemented a range of strategies to improve coordination between public and private housing stakeholders and social service agencies. Here's an overview of the key actions, based on official sources:

1. Grants Administration

- **Grants Division**

Overseen by an administrator, this division manages everything from low-interest loans, counseling, emergency repairs, and home rehabilitation projects and oversight to administering federal funding through HUD and Community Development Block Grants (CDBG). This structure helps streamline coordination among city agencies and external partners.

2. Direct Funding to Social Service Organizations via CDBG

- **Annual CDBG Funding Allocations**

West Valley City selects nonprofits for funding through a citizen and staff advisory committee.

In 2024:

- The city distributed over \$150,000 in CDBG funding to support nonprofits that provided services such as advocacy and shelter for domestic violence survivors, after-school care, homeless programs and community policing officers in CDBG neighborhoods.

These efforts reflect collaborative funding between the city and service providers, linking housing initiatives to broader social support networks.

3. Funding for Affordable Housing & Homelessness Support

- **Affordable Housing Initiatives**
The city currently has more than 20,000 affordable housing units.
- **Emergency and Specialized Housing**
• *Kelly Benson Apartments* offers 59 units for those over 55. Additional housing selections include facilities catering to individuals with disabilities or mental illness, like the Work Activity Center, Valley Crossroads, and Valley Horizons apartments.
- **Holistic Approach**
With a focus on neighborhood sustainability, WVC uses an integrated approach—mixing affordable housing, rental assistance, and community services—to support residents in existing neighborhoods and prevent displacement.

4. Code Enforcement & Neighborhood Services

- **Code Enforcement Division**
Code Enforcement and the Grants Division advance neighborhood revitalization and enforce housing standards—bridging city enforcement and social equity goals
- **Neighborhood Services Division**
A community engagement portal, this division fosters collaboration with residents, business owners, and other stakeholders to maintain safe, vibrant neighborhoods. It serves as a liaison between public agencies and local communities.

5. Homelessness Response & Operational Coordination

- **Temporary Shelter Operations**
WVC had a temporary homeless shelter housing nearly 300 people. The city deployed two dedicated shifts of police officers to the shelter and regularly engaged with local businesses to address concerns. City staff actively worked to redirect individuals living in encampments to services and keep neighborhoods orderly.

This represents a hands-on, cross-sector response involving law enforcement, social services, economic development, and public works—all collaborating to address homelessness in real time.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Key actions West Valley City has taken

1. **Adopted an updated 2025 Moderate-Income Housing Plan**
Why it matters: updating the plan responds to impediments around an insufficient supply of moderate-income housing and zoning/land-use barriers by identifying goals and policy changes to increase affordability and housing variety.
2. **Operates and expanded shelter / emergency housing capacity**

Why it matters: addresses impediments related to homelessness, lack of emergency shelter and supportive housing that reduce fair housing choice for extremely low-income and special-needs households.

- 1. Uses CDBG/HUD planning and CAPER reporting to fund and document community development activities**

Why it matters: CDBG/HUD-funded activities (reported in the CAPER) are the vehicle for funding housing rehabilitation, accessibility modifications, and other programs that directly reduce identified barriers; public hearings increase outreach to low- and moderate-income residents.

- 2. Participated in regional consortium assessments and planning**

Why it matters: regional/local equity assessments diagnose segregation, access to opportunity, and localized impediments so West Valley City can target zoning, investments, and outreach in neighborhoods of concentrated need.

- 3. Documented evaluation of past performance and planning coordination with County/Regional efforts**

Why it matters: ongoing evaluation and alignment with Salt Lake County / regional consolidated planning helps West Valley City leverage funds, coordinate services and implement action items.

How these actions address typical impediments

- Insufficient affordable/moderate-income housing** → addressed by adopting/implementing the Moderate-Income Housing Plan and coordination with regional affordable-housing programs.
- Homelessness / lack of emergency & supportive housing** → addressed by expanded shelter and emergency bed programs.
- Limited outreach/translation / resident participation** → addressed through CAPER public hearings and CDBG reporting requirements (citizen participation).
- Need for data-driven targeting / regional coordination** → addressed by participating in consortium assessment and regional planning.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Standards and procedures used to monitor activities and ensure long-term compliance

A. Required reporting & public accountability

- **Annual Action Plan → CAPER (Consolidated Annual Performance and Evaluation Report).**
Standard: Annual outputs and outcomes tied to Consolidated Plan.
Procedure: City drafts CAPER, posts for public review, holds public hearing, then submits CAPER to HUD.

B. Program monitoring standards & subrecipient monitoring

- **Subrecipient agreements and monitoring.**
Standard: Performance targets in contracts.
Procedure: City issues RFAs, executes contracts with subrecipients, requires periodic progress reports and financial drawdown documentation, and conducts desk reviews and on-site monitoring as needed.

C. Data systems & system performance (outcome measurement)

- **HMIS / UHMIS and Continuum of Care performance metrics.**
Standard: HUD system performance measures (length of time homeless, returns to homelessness, exits to permanent housing, bed utilization).
Procedure: Providers enter client/service records into UHMIS; the CoC aggregates and analyzes HMIS data, publishes system performance reports and uses the results to prioritize projects and funding.

D. Financial management & HUD compliance monitoring

- **Eligible cost rules, drawdowns, and audits.**
Standard: HUD financial rules for CDBG; timely expenditure and use of funds consistent with program objectives.
Procedure: City finance and grant staff process draws, maintain records, submit financial reports in HUD's systems, and are subject to HUD monitoring and single-audit requirements.

E. Minority business outreach, Section 3, and MBE/WBE affirmative steps

- **Section 3 & MBE/WBE requirements**

Standard: For covered projects, Section 3 requires that employment, training and contracting opportunities be directed toward low-income residents and Section 3 business concerns; MBE/WBE fair share goals require affirmative steps in procurement.

Procedure: West Valley City's bid documents and contract conditions include language requiring bidders to demonstrate and to submit required compliance documentation.

F. Planning alignment and comprehensive-plan requirements

- **Adoption into the General Plan and ordinance language.**

Standard: Actions identified in the Moderate-Income Housing Plan must be incorporated into the City's General Plan so that program activities are aligned with long-range planning.

Procedure: The City Council adopts plans by ordinance; subsequent zoning code changes or map amendments implement plan goals.

G. Public participation and transparency

- **Public notices, hearings, and comment periods.**

Standard: Citizen participation requirements for the CAPER and Action Plan require public posting and hearings before final submission.

Procedure: WVC posts draft CAPERs/Action Plans, holds public hearings, accepts comments, and records those in the CAPER.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A Citizen Participation Plan has been drafted by the Grants Division of the Community Development Department for West Valley City. The plan has been approved by City Council.

Public hearings and comment periods are held regularly throughout the year to gather input about the CDBG programs from groups that are representative of low and moderate-income populations. Efforts are made to reach citizens of public housing and other low-income housing persons in the community, so that they have the opportunity to contribute their thoughts, in the process of developing and implementing the Consolidated Annual Budget. Information about housing and community development activities related to public housing development is made available at the annual public hearing.

The city made a draft version of the FY2024 CAPER available for review by the public on September 6, 2025. Copies are available at the Community Development Office and in other forms, by request. The CAPER's availability was advertised in the Salt Lake Tribune. No comments were received during the open comment period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Currently no changes are needed in the city's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

| Total Labor Hours | CDBG | HOME | ESG | HOPWA | HTF |
|---------------------------------------|------|------|-----|-------|-----|
| Total Number of Activities | 0 | 0 | 0 | 0 | 0 |
| Total Labor Hours | | | | | |
| Total Section 3 Worker Hours | | | | | |
| Total Targeted Section 3 Worker Hours | | | | | |

Table 8 – Total Labor Hours

| Qualitative Efforts - Number of Activities by Program | CDBG | HOME | ESG | HOPWA | HTF |
|---|------|------|-----|-------|-----|
| Outreach efforts to generate job applicants who are Public Housing Targeted Workers | | | | | |
| Outreach efforts to generate job applicants who are Other Funding Targeted Workers. | | | | | |
| Direct, on-the job training (including apprenticeships). | | | | | |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training. | | | | | |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching). | | | | | |
| Outreach efforts to identify and secure bids from Section 3 business concerns. | | | | | |
| Technical assistance to help Section 3 business concerns understand and bid on contracts. | | | | | |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns. | | | | | |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. | | | | | |
| Held one or more job fairs. | | | | | |
| Provided or connected residents with supportive services that can provide direct services or referrals. | | | | | |
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation. | | | | | |
| Assisted residents with finding child care. | | | | | |
| Assisted residents to apply for, or attend community college or a four year educational institution. | | | | | |
| Assisted residents to apply for, or attend vocational/technical training. | | | | | |
| Assisted residents to obtain financial literacy training and/or coaching. | | | | | |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns. | | | | | |
| Provided or connected residents with training on computer use or online technologies. | | | | | |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses. | | | | | |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act. | | | | | |
| Other. | | | | | |

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

No activities were funded in 2024-2025 that were subject to Section 3.

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

Budget Opening Required:

ISSUE:

Application: #Z-6-2025
Applicant: Scott Boettcher
Location: 7005 Gates Avenue
Size: 0.71 acres

SYNOPSIS:

Zone change from A (Agriculture) to M (Manufacturing)

BACKGROUND:

The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build an approximately 6,000 square foot metal building to house a welding shop and office to move his existing business, Boettcher & Sons, Inc., from Salt Lake City to the subject property. The proposed use would also include an outside storage yard for metal materials, trailers, and a crane truck.

If this rezone is approved, a conditional use permit will be required for this use given the adjoining residential zoning and use to the south. Some of the ordinance standards that may impact the concept plan include:

- 20-feet of landscaping is required along the front and rear of the property (Section [7-6-302](#) and [7-6-303](#)).
- A 6' tall masonry wall is required along the south property line (Section [7-6-303](#)).
- Outside storage areas are required to be screened from public view (Section [7-7-119](#)).
- Employee and customer parking must be provided on-site with 3 parking spaces for every 1,000 square feet of office and 1 space for every 800 square feet of manufacturing (Section [7-9-104](#)).
- Parking cannot be designed to require vehicles to back onto a street (Section [7-9-106](#)).

RECOMMENDATION:

The Planning Commission recommended approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

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

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A
CHANGE OF ZONE FOR PROPERTY LOCATED AT 7005 WEST
GATES AVENUE FROM FROM A (AGRICULTURE) TO M
(MANUFACTURING).**

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-6-2025, filed by Scott Boettcher requesting a zone change from A (Agriculture) to M (Manufacturing), said property being more particularly described as follows:

Parcel #: 14-22-305-020

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

48 **DATED this _____ day of _____, 2025.**
49
50
51
52
53
54
55
56

WEST VALLEY CITY

MAYOR

57 **ATTEST:**
58
59
60
61 **CITY RECORDER**

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Scott Boettcher.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Scott Boettcher to establish standards for an industrial development at 7005 West Gates Avenue.

BACKGROUND:

Scott Boettcher has submitted a zone change application (Z-6-2025) on 0.71 acres to change the zoning from A (Agriculture, minimum lot size $\frac{1}{2}$ acre) to M (Manufacturing). The proposed use for the property is a welding shop with associated outside storage.

The proposed development agreement:

1. limits the hours of operation to between 7 AM and 10 PM,
2. requires the installation of off-site improvements along the property's Gates Avenue frontage,
3. requires the inclusion of a covered entry feature on the north side of the proposed building, and
4. limits the allowed uses on the property similar to other development agreements for properties along the south side of Gates Avenue.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH SCOTT BOETTCHER
FOR APPROXIMATELY 0.71 ACRES OF PROPERTY LOCATED
AT APPROXIMATELY 7005 WEST GATES AVENUE.**

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

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Scott Boettcher, an individual, (herein “Developer”) for the land to be included in or affected by the project located at approximately 7005 West Gates Avenue in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 0.71 acres of real property located at approximately 7005 West Gates Avenue in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO DEVELOPER: Scott Boettcher
4254 South Park St.
Millcreek, UT 84107

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

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

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

SCOTT BOETTCHER

State of _____) :ss
County of _____)

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-22-305-020:

LOT 18 AND WEST 51 FEET OF LOT 19 BLOCK 2 EAST MAGNA PLAT A

EXHIBIT B

DEVELOPMENT STANDARDS

1. The hours of operation for any business, tenant, or other occupant or user shall be limited to 7 AM to 10 PM.
2. The Developer shall install the off-site improvements of pavement, curb, gutter, parkstrip, sidewalk and streetlights according to the City's approved engineering standards across the Gates Avenue frontage of the Property.
3. The Developer shall include a covered entry feature on the north side of the proposed building.
4. In addition to the uses prohibited by the City's zoning ordinances, the following uses are prohibited:
 - Agricultural Business or Industry
 - Alternative Financial Service Provider
 - Automobile Parts Store
 - Automobile Sales, Used
 - Bail Bonds Dealer
 - Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer
 - Cannabis Production Establishment
 - Commercial raising, rental stabling, training and grazing of animals
 - Commissary
 - Detention Facility/Jail
 - Equestrian school
 - Equity club, fraternal club, social club
 - Fast Food Establishment with drive-up window
 - Fast Food Establishment with no drive-up window
 - Financial Institution
 - Food Vending Unit and Mobile Food Vending Vehicle
 - Furniture store
 - Garden Center or Garden Center with an Indoor Event Center as an accessory use
 - Grocery Store
 - Hardware Store
 - Heavy Equipment Sales and Service
 - Heavy Truck and trailer sales, Used
 - Home Improvement Center
 - Industrial, Heavy
 - Kennel, Outdoor
 - Laundromat
 - Lingerie Store
 - Massage Establishment

- Mortuary
- Movie Theater
- Moving Truck Rental Business
- Neighborhood Grocery
- Neighborhood Service Establishment
- Noncommercial raising, training and grazing or animals
- Permanent Cosmetic Establishment
- Recreation, Outdoor
- Rental Store
- Restaurant Liquor Retailer, Dining Club
- Restaurant, Restaurant On-Premises Beer Retailer
- Retail Department or Specialty Store
- Retail Tobacco Specialty Business
- Secondhand precious metal dealer/processor and/or precious gem dealer
- Secondhand Store
- Self-Storage Facility
- Sexually-Oriented Business
- Shopping Center
- State Store/Package Agency
- Tobacco Oriented Business
- Tattoo Establishment
- Towing and Impound Yard
- Turf Farm Equipment Manufacturing
- Vehicle Recycling Facility
- Vehicle Storage Yard

Application #: Z-6-2025**Applicant: Scott Boettcher****Address: 7005 W Gates Avenue/0.71 acres****Request: Zone change from Agriculture to Manufacturing**

Scott Boettcher has requested a zone change on a 0.71-acre parcel at 7005 W Gates Avenue from A (Agriculture, minimum lot size $\frac{1}{2}$ acre) to M (Manufacturing). The subject property is designated as Light Manufacturing in the West Valley City General Plan.

Surrounding zones include M to the north, east, and west and R-1-12 (Single Unit Dwelling Residential, minimum lot size 12,000 square feet) to the south. Neighboring uses include a towing and impound yard to the north, the ARA light industrial development to the east, vacant property to the west, and a single-family home and cell tower to the south. The subject property is currently vacant.

A 28-foot-wide City-owned parcel exists along the east side of the subject property. This parcel serves as an access to the City-owned property to the south that includes a cell tower and associated equipment.

Development Proposal

The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build an approximately 6,000 square foot metal building to house a welding shop and office to move his existing business, Boettcher & Sons, Inc., from Salt Lake City to the subject property. The proposed use would also include an outside storage yard for metal materials, trailers, and a crane truck.

If this rezone is approved, a conditional use permit will be required for this use given the adjoining residential zoning and use to the south. Some of the ordinance standards that may impact the concept plan include:

- 20-feet of landscaping is required along the front and rear of the property (Section [7-6-302](#) and [7-6-303](#)).
- A 6' tall masonry wall is required along the south property line (Section [7-6-303](#)).
- Outside storage areas are required to be screened from public view (Section [7-7-119](#)).
- Employee and customer parking must be provided on-site with 3 parking spaces for every 1,000 square feet of office and 1 space for every 800 square feet of manufacturing (Section [7-9-104](#)).
- Parking cannot be designed to require vehicles to back onto a street (Section [7-9-106](#)).

Development Agreement

Beginning in 2017, approved rezones from A to M along the south side of Gates Avenue have been accompanied by a development agreement. The first was for the properties at 7091 to 7103 W Gates Avenue. The second was for the properties at 7035 to 7055 W Gates Avenue, which are directly west of the subject property. Copies of these agreements are included with this report for reference. In summary, the first agreement limited the number of vehicular accesses to one, required off-site improvements along Gates Avenue, required a covered entry feature on the

north side of the proposed buildings, limited the hours of operation from 7 AM to 10 PM, and limited the uses to those allowed in the Light Industrial (LI) zone with the exception of outside storage which is still allowed. The second agreement also limited the hours of operation from 7 AM to 10 PM, limited the uses to those allowed in the LI zone (outside storage is still allowed), and required off-site improvements along Gates Avenue.

Staff shared the concept plan with the Public Works Department for preliminary comment.

Given the precedent for development agreements along this street and the adjoining residential to the south, staff is recommending a development agreement that addresses the following items:

1. As with other properties along the south side of Gates Avenue, require the developer to design and install off-site improvements (pavement, curb, gutter, sidewalk, and streetlights) along the subject property's Gates Avenue frontage.
2. Similar to the buildings at 7091 to 7103 W Gates Avenue, the front of the new building would include a covered entry feature and/or other enhancements.
3. As with the other development agreements on Gates Avenue, limit the hours of operation given the neighboring residential uses to 7 AM to 10 PM.
4. As with the other development agreements on Gates Avenue, limit the uses allowed to those allowed in the LI zone. The one exception would be outside storage, which would still be allowed. No outside fabrication or production would be allowed.

Staff Alternatives:

- Approval. The application should be approved subject to a development agreement that includes the items listed above.
- Continuance, for reasons determined at the public hearing.
- Denial.

Discussion: Steve Patorik heard from the applicant just before the meeting and he mentioned to Steve that Public Works is open to selling the strip of property to the east. Mr. Boettcher would be able to utilize that space, so long cell tower access is retained to the property to the south. After Steve's presentation, Mr. Boettcher came forward and explained that most work would be indoors, but some occasional outdoor assembly and cutting of large metal beams would be necessary. Steve explained that while the manufacturing zone allows outdoor work, the proposed development agreement restricts it due to the proximity of the residential properties to the south. This restriction is consistent with development agreements for other businesses in the area.

Commissioners expressed concerns about the potential noise impact on nearby residences and debated about whether to grant an exception for this applicant. Commissioner Porter inquired if the applicant could still petition the City Council for the exception if the Planning Commission didn't approve it. Steve confirmed that the applicant could request for more than what was approved and recommended by the Planning Commission.

The discussion concluded with a note that the development agreement would require the installation of curb, gutter, and sidewalk along Gates Avenue.

Motion: Commissioner Porter motioned to approve Z-6-2025 subject to a development agreement and the four items listed in the Staff Report. Commissioner Matagi seconded. A roll call vote was taken, and all were in favor of the motion.

| | |
|-----------------------|-----|
| Commissioner Matagi | Yes |
| Commissioner Durfee | Yes |
| Commissioner Woodruff | Yes |
| Commissioner Porter | Yes |

UNANIMOUS—Z-6-2025—APPROVED

Steve Pastorik

From: Scott <scott@boettcherandsons.com>
Sent: Wednesday, August 6, 2025 4:37 PM
To: Steve Pastorik
Subject: Zoning change for 7005 W Gates Ave
Attachments: Zone Change.pdf; West Valley Zoning.pdf; Affidavit for 7005 W Gates Ave Zoning change.pdf; 7005 Gates Ave, West Valley, 84128 Utah.pdf

I would like to change the zoning on this property from "A" to "M" so I can move my business to this new location. My business is a small welding shop. I want to construct a metal building on this property for this purpose. Building will be

about 6000 sq feet. That will include an office.

Sincerely Yours,

Scott H. Boettcher

Boettcher & Sons, Inc.

Z-6-2025

- Applicant: Scott Boettcher
- Request: A zone change from A (Agriculture, minimum lot size $\frac{1}{2}$ acre) to M (Manufacturing).
- Location: 7005 West Gates Avenue on 0.71 acres.
- Staff: Steve Pastorik

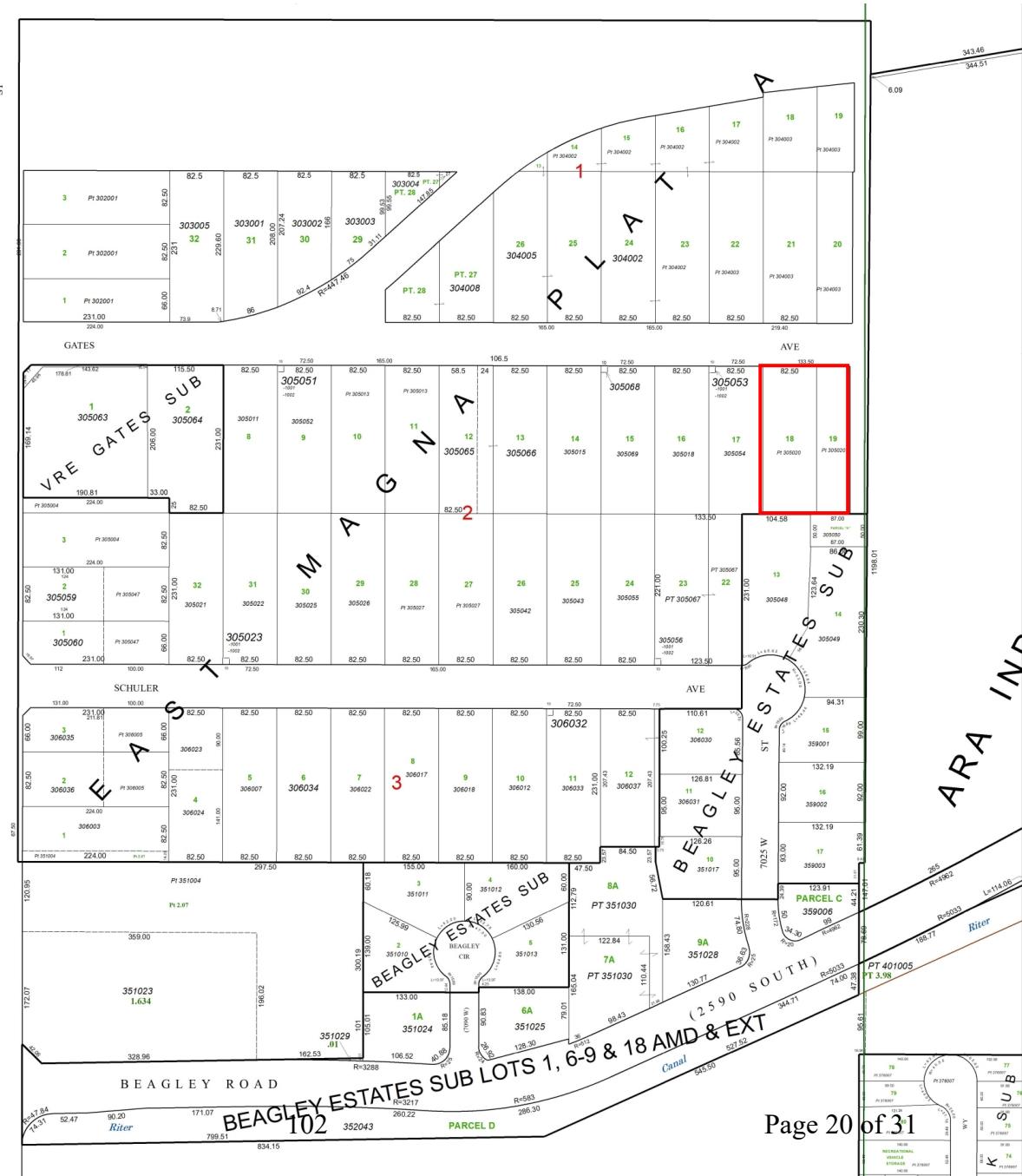
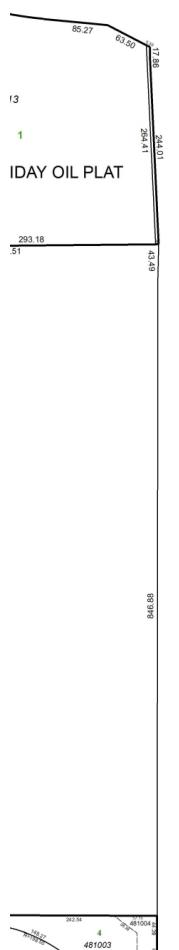
Z-6-2025
7005 W Gates Ave.

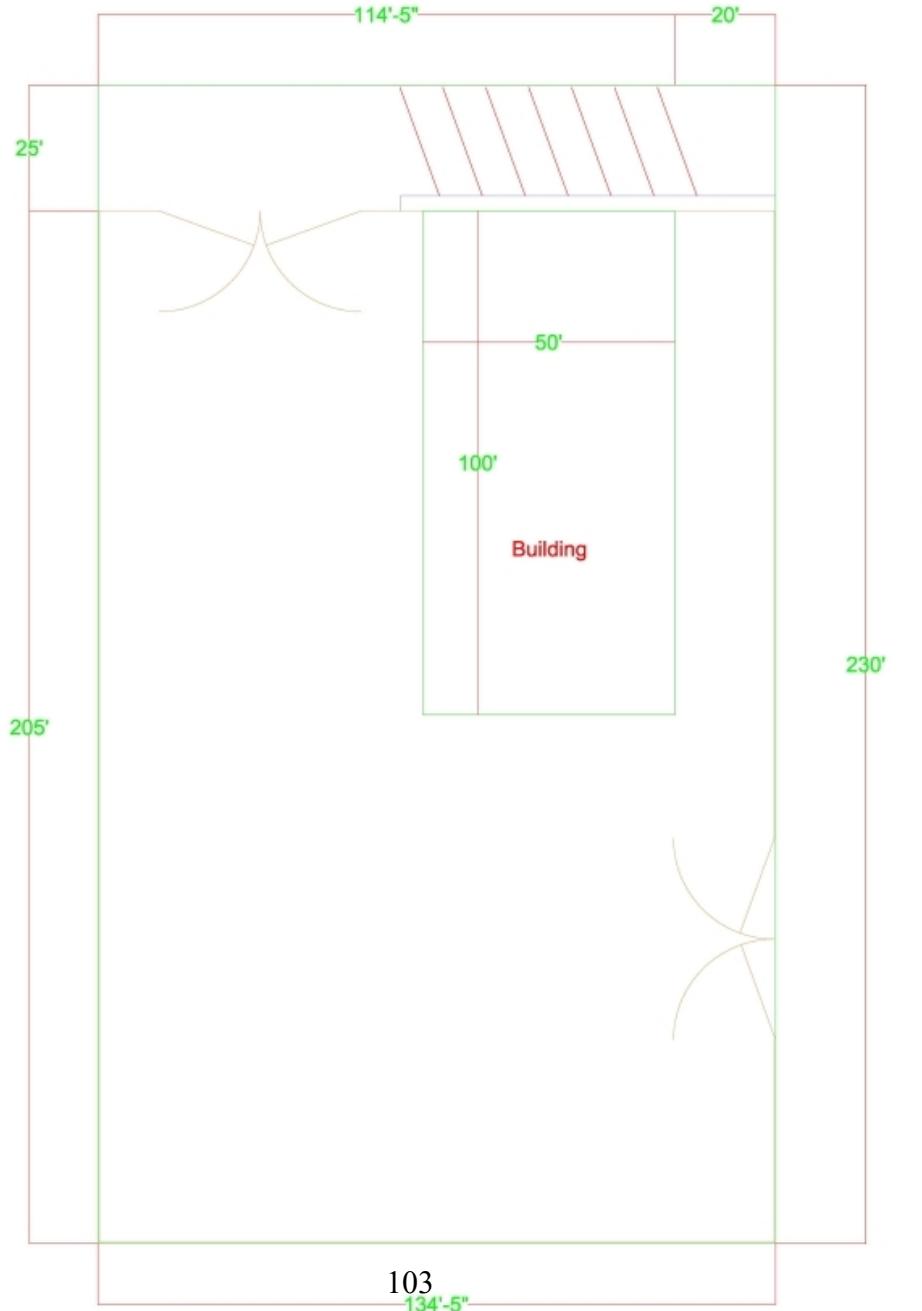


Z-6-2025
7005 W Gates Ave.

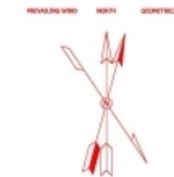


Z-6-2025
7005 W Gates Ave.





| |
|----------------------------|
| 7005 Gates Ave. |
| West Valley, Ut 84128 |
| Geographic Information |
| County-Provided Acres |
| 0.7100 |
| Neighborhood Code |
| 732 |
| Centroid Coordinates |
| 40.7164, -112.0587, 0.0000 |
| Latitude |
| 40.7164 |
| Longitude |
| -112.0587 |
| Calculated Parcel Area |
| 0.71 Acres |
| 30,927.6 Square Feet |





Z-6-2025



Z-6-2025



Z-6-2025



Z-6-2025



108

Page 26 of 31



Z-6-2025





Z-6-2025





Z-6-2025



| | |
|--------------------------|--------------------------|
| Item #: | |
| Fiscal Impact: | \$144,272 |
| Funding Source: | Ambulance Operations |
| Account #: | 66-6625-40740-00000-0000 |
| Budget Opening Required: | |

ISSUE:

Authorization the purchase of two Ford F550 chassis.

SYNOPSIS:

This resolution authorizes the purchase of two Ford F550 chassis.

BACKGROUND:

The fire department has need to purchase 2 new Ford F550 chassis to mount 2 new ambulances on. The fire department continues to buy Ford chassis from Ken Garff Ford utilizing the reduced cost associated with the Utah state contract. This chassis has been used for more than 10 years for our ambulances and has proved to be reliable and efficient. All our ambulances are mounted upon these Ford chassis.

| Number of Vehicles | Type of Vehicle | Cost Per Vehicle |
|---------------------------|------------------------|-------------------------|
| 2 | Ford F550 chassis | \$72,136 |
| | | |
| | TOTAL | \$144,272 |

RECOMMENDATION:

Approve purchase of two Ford F550 chassis.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF TWO
F-550 CHASSIS FROM KEN GARFF FORD.**

WHEREAS, West Valley City wishes to purchase two Ford F-550 chassis for use by the Fire Department; and

WHEREAS, Ken Garff Ford has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Ken Garff Ford 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 vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase two F-550 chassis from Ken Garff Ford for an amount not to exceed \$144,272.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

| | |
|--------------------------|--------------------------|
| Item #: | |
| Fiscal Impact: | \$475,370.00 |
| Funding Source: | Ambulance Operations |
| Account #: | 66-6625-40740-00000-0000 |
| Budget Opening Required: | |

ISSUE:

Authorization the purchase of two Frazer ambulances.

SYNOPSIS:

This resolution authorizes the purchase of two Ambulances from Frazer, Ltd.

BACKGROUND:

Frazer, Ltd. is a participant in the Houston-Galveston Area Council, an interlocal entity offering purchasing and procurement services to municipalities around the nation. West Valley City is a member of HGAC and is entitled to purchase services at HGAC prices and from HGAC affiliates and members. Since this purchase is in accordance with HGAC procedures, procurement requirements have been satisfied pursuant to Section 5-3-108 of the West Valley City Municipal Code. The price indicated below is a competitive price and the product meets the City's needs.

| Number of Vehicles | Type of Vehicle | Cost Per Vehicle |
|---------------------------|------------------------|-------------------------|
| 2 | Frazer Ambulance | \$237,685.00 |
| | | |
| | TOTAL | \$475,370.00 |

RECOMMENDATION:

Approve purchase of two ambulances.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO
AMBULANCES FROM FRAZER, LTD.**

WHEREAS, the City desires to purchase two replacement ambulances for use by the Fire Department (the "Equipment"); and

WHEREAS, the replacement ambulances must be fully compatible with existing equipment to ensure reliability; and

WHEREAS, Frazer, Ltd. provides compatible equipment, has been awarded an interlocal purchasing contract, and can provide the Equipment at a price meeting City budget parameters; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Frazer, Ltd. for an amount not to exceed \$475,370.00 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

| | |
|--------------------------|--------------------------|
| Item #: | |
| Fiscal Impact: | \$145,022.92 |
| Funding Source: | Ambulance Operations |
| Account #: | 66-6625-40740-00000-0000 |
| Budget Opening Required: | |

ISSUE:

Authorization the purchase of two Stryker power stretchers, 2 Stryker load systems, and service and maintenance contracts for both stretchers and load systems.

SYNOPSIS:

This resolution authorizes the purchase of two stretchers and two load systems, including the service and maintenance contracts.

BACKGROUND:

West Valley City Fire Department's current front-line ambulance fleet consists of 14-foot box Frazer units, which have proven effective in meeting operational needs. Maintaining a standardized fleet improves operational consistency, training efficiency, and maintenance processes.

The department also uses Stryker stretchers and power load systems, which enhance patient and provider safety during transport. Currently, a portion of our fleet still uses older, non-matching systems. Acquiring these two new ambulances with associated equipment will complete standardization across all front-line units.

| Number of Items | Type of Vehicle | Cost Per item |
|-----------------|------------------------------------|---------------------|
| 2 | Stryker power stretchers | \$31,752.88 |
| 2 | Stryker power load systems | \$29,545.30 |
| 2 | Service and maintenance agreements | \$11,213.28 |
| TOTAL | | \$145,022.92 |

RECOMMENDATION:

Approve purchase of two Stryker power stretchers, 2 Stryker power load systems, and service and maintenance contracts for all units.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO
STRETCHER SYSTEMS AND MAINTENANCE FROM
STRYKER MEDICAL.**

WHEREAS, the City desires to purchase two stretcher systems and maintenance services for use by the Fire Department (the "Equipment"); and

WHEREAS, the stretcher systems must be fully compatible with existing equipment to ensure reliability; and

WHEREAS, Stryker Medical provides compatible equipment within City budget parameters; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Stryker Medical for an amount not to exceed \$145,022.92 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: _____

Fiscal Impact: _____ **\$90,000**

Funding Source: Granite School District

Budget Opening Required Yes

ISSUE:

The West Valley City Police Department desires to allocate two sworn officers as School Resource Officers at Granger High School.

SYNOPSIS:

This resolution authorizes the Police Department to enter in to an Interlocal Agreement with Granite School District to allocate two sworn officers to work full time at Granger High School while school is in session.

BACKGROUND:

Granite School District requests West Valley City Police Department to enter an Interlocal Cooperation Agreement, for the term of five years, to place two School Resource Officers in Granger High School. The officers will be dedicated to the school on a full-time basis. Granite School District will provide payment for services in the amount of \$45,000 per year per office for a total of \$90,000.

RECOMMENDATION:

The West Valley City Police Department recommends approval.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH
GRANITE SCHOOL DISTRICT FOR SCHOOL RESOURCE
OFFICERS.**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to provide school resource officers at certain Granite School District facilities; and

WHEREAS, Granite School District (hereinafter, the “District”) is willing to provide funding for said efforts, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the District, a copy of which is attached hereto and entitled “School Resource Officer Interlocal Cooperation Agreement” (hereinafter, the “Agreement”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

THIS SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the Agreement) is made and entered into on the 4th day of August 2025 by and between West Valley City (City), a political subdivision of the State of Utah, and the Board of Education of Granite School District (District), a political subdivision of the State of Utah, 2500 South State Street, Salt Lake City, Utah, 84115.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated §11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, pursuant to the provisions of the Utah Code Annotated, §53G-8-703, which provides that District may contract with a law enforcement agency to provide school resource officer services at School pursuant to District Board of Education review and approval of this Agreement; and

WHEREAS, District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regard to having a School Resource Officer (SRO) to maintain safe schools, improve school climate, support educational opportunities for students while serving at Granger Senior High School (School); and

WHEREAS, the governing bodies of District and City have agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously, if any, by District and City regarding SROs.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

EFFECTIVE DATE AND DURATION

This Agreement shall be deemed effective as of October 6th, 2025, and shall continue for a period of one school year, terminating on June 1, 2026, unless sooner terminated as provided herein.

ADMINISTRATIVE ENTITY

City and District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

PURPOSE

This Agreement is established for the purpose of jointly providing for two (2) SROs to serve at School.

MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. City shall budget for and be responsible for all payments related to the employment of the SROs. City shall send an invoice to District quarterly for payment of the services as agreed in writing between District and City, which total cost to District is \$90,000 per year for the initial one-year term of this Agreement. Thereafter, the parties may mutually agree on an annual cost for subsequent years of this Agreement; failing such mutual agreement, this Agreement shall be deemed terminated. The invoices shall be paid within sixty (60) days of receipt by District. If this Agreement is terminated during the budget year, City and District agree to divide the costs associated with the payment of the services of the SROs as on a pro rata basis depending on the length of the year remaining.

ADMINISTRATOR

Pursuant to Utah Code Annotated, §11-13-101, et seq., the parties agree that City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in City or District.

FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Recorder's Office of City and with the Chief of Granite Police Department (GPD) and shall remain on file for public inspection during the term of this Agreement.

DESCRIPTION OF ARRANGEMENT

1. City Obligations and Responsibilities:

- a. The SROs shall be employees of City and shall be subject to the administration, supervision, and control of City.

- b. City will ensure that the SROs are trained and certified law enforcement officers. City and District shall work together to provide SRO-specific training required under Utah Code Annotated, §53G-8-702.
- c. City will pay the costs for the police officers to support the SRO services in excess of the amounts due from District. City will furnish uniforms and any equipment that state law requires for provision of the SRO services or that the parties jointly agree is necessary for the provision of the SRO services.
- d. City shall be responsible for providing a substitute SRO for all unforeseen absence. There shall be a minimum of one (1) SRO during school hours.
- e. The SROs shall be subject to all personnel policies and practices of City except as such policies or practices may be modified by the terms and conditions of this Agreement.
- f. City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs; however, District and City will jointly discuss SRO assignments.
- g. As employees of City, the SROs will be subject to the chain of command of City.
- h. If the principal of School is dissatisfied with an SRO who has been assigned to that principal's school, that principal may request that City Chief of Police assign a different officer as the SRO for that school. Such a request to City Chief of Police will occur after the principal has met with the SRO's supervisor to discuss concerns and allow for a reasonable amount of time for the SRO's supervisor to remediate the issues unless the concerns are of such a nature, in the opinion of the principal, to warrant an immediate replacement. City Chief of Police shall make every reasonable effort to expeditiously assign a new SRO to that school. City reserves the right to remove/re-assign any SRO after reasonable notification has been given to District.
- i. The SROs and the School principal, or designee, will jointly complete the SRO training described in Utah Code Annotated §53G-8-702. Whenever possible, SRO training will occur during non-school hours or on days when School is not in session. The SRO may also be invited to attend additional training with SROs from GPD.
- j. City Chief of Police and District's Superintendent (Superintendent), or their designees, shall determine the working hours of the SROs, considering District's calendar. The hours of SRO availability will be during normal school hours while School is in session. Adjustments outside of these regular hours shall be made by mutual agreement in writing between that school's principal and City's designee.
- k. Although the SROs remain City employees, the SROs are required to be on campus unless they are performing duties directly related to the SRO services off

campus. In such cases, the SRO shall attempt to inform the principal prior to the event, but if prior notice is not possible, the SRO shall report and explain the absence as soon as possible to the principal.

- i. City shall ensure that the SROs' supervisor maintains communication with School administrators throughout the school year to evaluate the performance of services provided by the SROs.
 - ii. City will provide District with a point of contact to facilitate communications regarding SRO services. City's point of contact for Schools shall be the SROs' supervisor.
 - iii. The SROs shall provide immediate assistance to address the criminal conduct of individuals other than students.
- l. City will at least annually seek out and accept feedback from the school about SRO performance.
- m. City will be responsible for providing SROs for school events that are outside of school hours including athletic events, school dances, etc. District will hire at an hourly rate of \$60 / per hour.
- n. Allegations of a criminal nature against school staff members wherein the alleged criminal behavior occurred on school property will be referred to GPD.
- o. To facilitate compliance with Utah Code Annotated §53-22-106 et seq., City will investigate substantial threats against a school and agrees to inform the Chief of GPD of any relevant investigations outlined in the statute for District's situational awareness.

2. District Obligations and Responsibilities:

- a. District shall communicate with the SRO's supervisor regarding removal/reassignment of an SRO.
- b. In the unlikely event that a situation arises wherein District believes that a particular SRO's presence at a school, facility, or event constitutes a direct and immediate threat to the safety and well-being of District community, District may direct the SRO to leave the premises and not return until School has resolved the issue with either City or the SRO.
- c. District shall:
 - i. Provide City with a point of contact to facilitate SRO services communications. District's point of contact for School shall be Chief Randy Porter, GPD.
 - ii. Provide an office/storage or workspace for the SROs' materials and personal effects.

- iii. Provide time for school principals or designees and the assigned SRO to attend SRO training.
- iv. Coordinate response to and differentiate between disciplinary issues and criminal problems. School administrators will handle routine administrative and school discipline (code of conduct) issues within School without involving the SROs in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff, and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline and code of conduct issues that do not meet the elements of a crime.
- v. When appropriate, administration shall discuss suspected criminal conduct with the SROs and whether the suspected criminal conduct requires administrative intervention.
- vi. Arrange meetings with the SROs as needed by school administration.
- vii. Invite the SROs to school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support (PBIS), Multitiered Systems of Supports (MTSS), and restorative practices provided to faculty.
- viii. Request SRO assistance immediately to address the criminal conduct of individuals other than students.
- ix. Assist with any SRO-initiated investigation as needed.
- x. Provide ongoing feedback to City designee for SRO evaluation purposes.
- xi. Notify responding SRO when a student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program ("IEP") or Section 504 Plan, and who therefore may require special treatment or accommodations.
- xii. School principals shall provide access to students when law enforcement officers or Department of Child and Family Services (DCFS) officers are investigating allegations of child abuse subject to District policies.

d. All employee investigations of (or involving criminal conduct) a criminal nature against school employees that occurred on school premises will be referred to GPD for investigation.

3. Mutual Obligations and Responsibilities:

- a. City and District recognize the importance of ensuring that the SROs work collaboratively with school and district administrators. To be assigned an SRO, a police officer shall meet the following requirements:

- i. The SRO shall be a fully certified law enforcement officer.
 - ii. The SRO shall possess an even temperament, be trained in de-escalation techniques and procedures, and be able to set a good example for students.
 - iii. The SRO shall possess effective communications skills that will enable the officer to function effectively within the student population and with school staff.
- b. Notwithstanding the foregoing, City shall make the final decision as to the placement of the SRO.
- c. City and District are jointly responsible for ensuring that the training required under Utah Code Annotated §53G-8-702 is provided and completed by the SRO and principal, or designee. The training may include:
 - i. Childhood and adolescent development and techniques for motivating and otherwise working with youth;
 - ii. Responding age-appropriately to students;
 - iii. Working with students with disabilities;
 - iv. Techniques to de-escalate and resolve conflict;
 - v. Cultural awareness;
 - vi. Restorative justice practices;
 - vii. Identification of students exposed to violence or trauma and making referrals to appropriate resources;
 - viii. Student privacy rights;
 - ix. Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
 - x. Strategies to reduce juvenile justice involvement;
 - xi. The role and distinctions between an SRO and other school staff who help to keep a school secure;
 - xii. Developing and supporting successful relationships with students; and
 - xiii. Legal parameters of searching and questioning students on school property.
- d. If additional training becomes required by law, ordinances, court orders, or other contractual agreements, City and District shall jointly ensure that such training is provided and occurs.

- e. The parties' point of contact shall meet twice each school year to discuss how the SRO services are functioning and any specific needs or concerns of School and SROs.
- f. Both parties agree to the designations in Utah Code Annotated §53G-8-211 which identify the student offenses that the SROs can refer to juvenile court, confer with School to resolve, or refer to School administration for resolution with an administrator, understanding that School will keep the SROs informed on resolution of the issue.
- g. Both parties agree that School will not require or prohibit mandatory rotations of SROs.

4. Duties of School Resource Officer:

- a. Two (2) SROs will be assigned to School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within School, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and District's Office of Risk Management, and work to create a cooperative, proactive, and problem-solving approach between law enforcement and School.
- b. The SROs may provide presentations to School on safety, crime prevention, and bullying, if requested.
- c. The SROs shall provide adequate notice to the SROs' supervisor and School principal or designee when absent from work due to illness, training, vacation, or an agency emergency for the assignment a substitute SRO or other arrangement. City will be responsible for all substitutes, and ensuring no absences will be without a substitute.
- d. The SROs and City Police Chief who oversees the SRO program will meet regularly with school principals to identify problems and work toward resolution or problems occurring in School.
- e. SROs will work closely with School to improve the social and behavioral skills of students to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills, and other areas of district and community concerns.
- f. City and District understand the SROs may secure school property according to established GPD protocols in the event of an emergency that requires shelter-in-place or lock-down.
- g. SRO services will include providing outreach to school administrators, parents, students, businesses, and the community for stakeholder involvement in problem

solving and solutions with the intent of promoting collaboration and relationship-building that will benefit the whole community. This collective effort will help City to provide the best public safety services and protection to all citizens while garnering support for law enforcement.

- h. The SROs shall initiate positive interactions with students in School to promote the profession of police officers and to be a positive role model.
- i. The SROs will use de-escalation techniques whenever possible in resolving conflict or other potentially volatile situations.
- j. The SROs will be responsible for enforcing the law and are not responsible for handling routine school discipline issues. Infractions of school rules shall be handled at the school level. SROs shall be available to School for advice, assistance, and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code Annotated §76-1-601(5)), shall be considered school discipline issues to be handled by school administrators. However, if SROs become aware of policy and code violations, SROs can assist administrators by alerting administrators and/or escorting students to the office.
- k. The SROs shall confer with the principal or designated school administrator to resolve issues that constitute minor violations of criminal law, such as Class C Misdemeanors and Infractions.
- l. The SROs shall be involved in school discipline if it pertains to preventing a disruption that would, if ignored, place students, faculty, staff, or other individuals at risk of harm.
- m. The SROs will share information, subject to the restrictions and requirements of the Utah Bureau of Criminal Identification, with School's administrators about individuals and conditions pertaining to campus safety concerns.
- n. The SROs shall notify the parents of students and School administration as soon as possible upon removing a student from campus.
- o. If a student arrest is warranted at school, in a school vehicle, or at a school event, the SROs shall use only that force that is reasonably necessary and the least disruptive tactics to effectuate the arrest.
- p. An arrest of a student may occur on school property or at school sponsored activities when:
 - i. The SRO has probable cause to believe that the student has been or is potentially engaged in criminal conduct that:

1. Poses a real or immediate threat of injury;
2. Causes property damage;
3. Involves the possession or uses of drugs or weapons; or
4. That makes an arrest necessary to execute a warrant that cannot be effectively executed outside of School hours.

q. The SROs shall notify the parents of the student and the applicable school administrator as soon as possible when students are arrested or ticketed.

r. The SROs shall question students in a manner and at a time when it has the least impact on the students' schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.

s. The SROs will emphasize the use of restorative approaches to address negative student behavior.

t. The SROs may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.

u. In any instance in which it becomes necessary for an SRO and/or a City police officer to detain, question, or search a minor student on school property or at a school sponsored activity, the SRO and/or City police officer will notify school administration as soon as practicable.

v. The SROs or other City police officer may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to believe that delay in getting a warrant would result in the loss of evidence, escape of the suspect, or harm to the police or public. However, the SRO or City officers shall not conduct a search with a school administrator present as a means of avoiding the requirement of articulating probable cause for the search.

w. Other City police officers are allowed to enter a District school, property, or activity when a suspect retreats into School, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare or safety is concerned.

x. Interviews of students by law enforcement personnel about matters unrelated to school shall be conducted away from school during non-school hours.

y. City shall provide an annual report (in June) to District that documents each of the following incidents of law enforcement activity at School, in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g et seq.,

34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code Annotated §53E-9-101 et. seq.

- i. Arrests, including the reason the student was arrested;
- ii. Demographic information of the student;
- iii. Search and seizure;
- iv. Issuance of a criminal citation;
- v. Issuance of a ticket or summons;
- vi. Filing a delinquency petition; or
- vii. Referral to a probation officer.

- z. The SROs and School principal or assistant principal shall complete the SRO training from Utah Code Annotated §53G-8-702 et seq.

5. Students' Rights:

- a. The SROs may conduct or participate in a search of a student's clothing, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
 - i. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
 - ii. The SRO shall not ask school officials to conduct a search to circumvent a student's rights or protections.
- b. A school official may conduct a search of a student's clothing, possessions, or locker where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either that law or the rules of School, and the search is justified within the scope of the suspicion. Absent a cognizable threat to another student, an employee, or to other individuals, a school official shall not ask an SRO to be present or participate in such a search, although an SRO may be requested to remain in the vicinity and intercede if the search produces evidence of criminal conduct.
- c. The SROs may interrogate minor students about criminal conduct that could expose the student to court-involvement or arrest subject to constitutional rights (Miranda) and the requirements and exceptions of Utah Code Annotated §78A-6-12.5, including requirements for parents/guardians to be present during interrogations.
 - i. The SROs shall inform school administrators prior to questioning the student where practical.

- ii. The SROs shall not ask a school official to question a student to circumvent any constitutional protections or protections under Utah State law.
- d. If an exigent circumstance or immediate threat exists, a school official or SRO may question a student about criminal conduct or conduct a search of a student's person and possessions.
- e. Unduly invasive searches (i.e., strip searches) of students by either school officials or the SROs is prohibited.

6. Access to Education Records:

- a. All SROs are designated as School officials for the purposes of FERPA. As such, SROs have the right to inspect and copy any public records, including directory information, maintained by School to the extent allowed by law. Access to student records is governed by FERPA.
- b. If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, School officials shall disclose to the SRO only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation; and the extent to which time is of the essence.
- c. Notwithstanding any of the above, if an SRO or City's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

CONSIDERATION

The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

TERMINATION OF THE AGREEMENT

Either party may, at the party's sole discretion, terminate this Agreement at the end of the initial one-year period. Additionally, the failure of either party to comply with the terms of this Agreement shall constitute a breach of this Agreement. Thereafter, the non-compliance party shall have thirty (30) days after receipt of written notice of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. Failure to correct the breach of conditions specified in the notice consistent with this timeframe will constitute cause to terminate this Agreement immediately thereafter.

RIGHTS AND REMEDIES

In the event of a breach, and after the lapse of the cure period as per above, beyond termination of the Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement, and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

NOTICE

Any written notice that must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of District, notice shall be mailed to the attention of the Chief of GPD at 380 W. 3050 S. South Salt Lake, UT, 84115. In the case of City, notice shall be mailed to the attention of West Valley City Chief of Police at 3577 Market St., West Valley City, UT, 84119. Either party may notify the other to designate a different address for mailing.

APPROPRIATION OF FUNDS

The obligations under this Agreement are expressly subject to the appropriation of funds by City and/or District's Board of Education. Discontinuation of appropriations necessary to perform the obligations of this contract may or may not necessitate termination of this Agreement at the end of the current annual contract cycle at the discretion of the parties.

INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah (the Immunity Act), Utah Code Annotated §63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits, or which are committed, by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law.

GENERAL PROVISIONS

1. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
2. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
3. This Agreement may be modified only by a writing signed by each of the parties hereto.
4. Each provision of this Agreement performable by City and District shall be deemed to be both a covenant and a condition.
5. This Agreement is specific to the parties hereto and is therefore not assignable.
6. This Agreement shall bind the parties and their respective successors and assigns.
7. The captions to the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
8. Time is of the essence of each term, provision, and covenant of this Agreement.
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.
10. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

11. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.
12. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have signed and executed this SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT on the dates listed below:

WEST VALLEY CITY

Dated this _____ of _____, 2025.

By: Karen Lang _____

West Valley City Mayor

Attest: Nichole Camac _____

West Valley City Recorder

APPROVED AS TO FORM:

By: Brandon Hill Brandon Hill

West Valley City Attorney's Office

BOARD OF EDUCATION OF GRANITE SCHOOL

DISTRICT Dated this _____ of _____, 2025.

By: Benjamin Hensley _____

APPROVED AS TO FORM:

By: Douglas Larson _____

General Counsel

| | |
|--------------------------|--------|
| Item #: | |
| Fiscal Impact: | \$0.00 |
| Funding Source: | N/A |
| Account #: | N/A |
| Budget Opening Required: | No |

ISSUE:

A resolution authorizing the execution of a Delay Agreement with the Iron Workers Local 27 for property located at 7022 W SR 201 North Frontage Road.

SYNOPSIS:

An agreement to delay the installation of improvements required by city subdivision ordinance.

BACKGROUND:

The Iron Worker Local #27 Minor Subdivision is a 2-lot commercial subdivision with frontage on the SR-201 North Frontage Road near 7022 West. Sidewalk, curb, gutter, and streetlights do not exist in the area. The lack of storm drain infrastructure has resulted in the approval of delay agreements for several parcels within the area.

There is anticipation of a future roadway project along the North Frontage Road that would include a storm drain system and enable the improvements to be constructed. Completing all right-of-way infrastructure along the frontage road at the same time, as part of a larger project, will ensure the improvements are built at the correct location and elevation. The North Frontage Road project will require extensive coordination with UDOT to finalize a design for the road. Due to the risk of constructing improvements in the wrong location, and the lack of a drainage system to accommodate storm water runoff, staff is recommending the approval of a delay agreement.

RECOMMENDATION:

Approve the delay agreement between Iron Workers Local 27 and West Valley City.

SUBMITTED BY:

Coby Wilson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE A
DELAY AGREEMENT WITH IRON WORKERS LOCAL 27 TO
DELAY CERTAIN IMPROVEMENTS AT 7022 WEST SR-201
NORTH FRONTAGE ROAD.**

WHEREAS, Iron Workers Local 27 (“Owner”) is the owner of certain property located at 7022 West SR-201 North Frontage Road (the “Property”); and

WHEREAS, the City Code requires that certain improvements be completed adjacent to the Property unless a delay agreement is executed; and

WHEREAS, a delay agreement would permit time for future development and ensure that the improvements adjacent to the Property are completed in a consistent manner; and

WHEREAS, a delay agreement (the “Agreement”) has been prepared by and between the City and Owner setting forth the terms on which the improvements adjacent to the property may be delayed; 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 delay agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced document entitled “West Valley City Delay Agreement For Completion of Improvements” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute, and the City Recorder is authorized to record, the Agreement for and on behalf of West Valley City, subject to final approval 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

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Parcel I.D. #:14-22-151-020

**WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

THIS AGREEMENT, (herein "Agreement"), is entered into this 4th day of June, 2025

***** PARTIES *****

"APPLICANT": Ironworkers Local 27, David Llyod, Business Manager/ FST, Kraig L Iverson, President

a(n): individual corporation partnership limited liability company trust other

Address: 2261 S Redwood Rd. STE E

City: West Valley West State: UT Zip: 84119

Contact: David Llyod

Telephone: 801-972-5714 Ext 13

Email: david@ironworkers27.com

"CITY": West Valley City, a municipal corporation of the State of Utah,

Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119

Telephone: (801) 963-3318

Facsimile: (801) 963-3540

PROCESSING FEE—This is a non-refundable fee to be paid at the time AGREEMENT is submitted (**CHECK ONE**):

X

\$300 – Commercial

\$100 – Residential

| This Box For City Use Only | | |
|-----------------------------------|----------------|----------|
| <input type="checkbox"/> Fee Paid | Agreement ID # | Check #: |

***** RECITALS *****

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement (*CHECK ONE*):

_____ Delay Agreement for off-site improvements
 _____ Delay Agreement for on-site improvements
 _____ Other (explain): _____

with the CITY for Ironworkers Local #27 Minor Subdivision
(DESCRIPTION OR NAME OF PROJECT)
located at 7022 W HWY, 201 N Frontage Rd, West Valley City, Utah 84128
(ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided (*CHECK ONE*):

_____ more particularly described in Exhibit A attached hereto and incorporated herein by reference;
- or -
 _____ more particularly described as follows, to wit: _____

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements (*CHECK ONE*):

_____ described in Exhibit B, attached hereto and incorporated herein by this reference;
- or -
 _____ described as follows: _____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (*CHECK ONE OF THE FOLLOWING*):

_____ to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.
- or -
 _____ Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.
3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.
4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.
5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.
6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.
8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.
9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.
10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.
11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.
13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION.** If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.
2. **SIGNATURE(S) FROM A PARTNERSHIP.** If Applicant is a Partnership, this agreement shall be signed by the General Partner.
3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.
4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

"APPLICANT"

By: 

Print Name: David Lloyd

Title: BM/FS-T

(Signature must be notarized on pages following.)

"CITY"

MAYOR

CITY MANAGER

ATTEST:

CITY RECORDER

APPROVED AS TO CONTENT:

By:

CITY Department

Date

APPROVED AS TO FORM:

By:

Brandon Hill
CITY Attorney's Office

9/10/2025

Date

APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

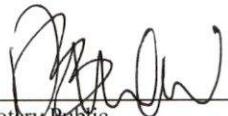
State of Utah)

:ss

County of Salt Lake)

)

On this 3rd day of September 2023, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



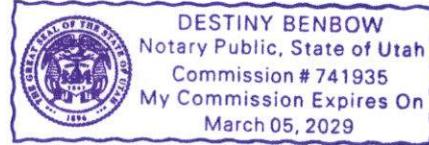
Notary Public



EXHIBIT "A"

Esc / CLEAR

Logoff

Applications

▼

| | | | | | |
|-------------------------|--------------------|-----------|--------|-------------|---------|
| VTDI | 14-22-151-020-0000 | DIST | 29X | TOTAL ACRES | 3.10 |
| IRON WORKERS LOCAL # 27 | | TAX CLASS | UPDATE | REAL ESTATE | 2524100 |
| | | LEGAL | | BUILDINGS | 348400 |
| | | PRINT | U | TOTAL VALUE | 2872500 |

2261 S REDWOOD RD

NO:

WEST VALLEY UT 84119132161 EDIT 1 FACTOR BYPASS

LOC: 7022 W UTWO 0 ONE HWY EDIT 0 BOOK 08430 PAGE 4260 DATE 11/13/2001

SUB: SEC 22 TWNSHP 1S RNG 2W TYPE SECT PLAT

06/04/2025 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

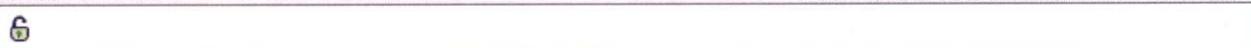
BEG N 0-08'06" W 781.04 FT & N 89-43'54" E 1063.88 FT FR W
 1/4 COR SEC 22, T 1S, R 2W, SLM; N 89-43'54" E 263.91 FT; S
 0-08'56" E 508.62 FT; W'L Y ALG A 5639.58 FT RADIUS CURVE TO
 R 264.15 FT; N 0-08'56" W 514.4 FT TO BEG. 3.1 AC M OR L.

8420-1761,1763

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

1=RXPH 4=VTAU 6=NEXT 7=VTAS 8=RXMU 10=VTBK 11=RXPN 12=PREV

HostKeyPad ▼



Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

'Exhibit B'

Delay Agreement

4 June 2025

Property Owner Ironworkers Local 27

Contact: David Llyod

Property Location: 7022 W HWY, 201 N Frontage Rd , West Valley City, Utah 84128

CURB & GUTTER: 265 Lineal Ft. of 30" curb and gutter

SIDEWALK: 265 Lineal Ft. of 5' sidewalk

STREET LIGHTING: (1) Street light System Per WVC Standards

ASPHALT WIDENING: 10' asphalt widening

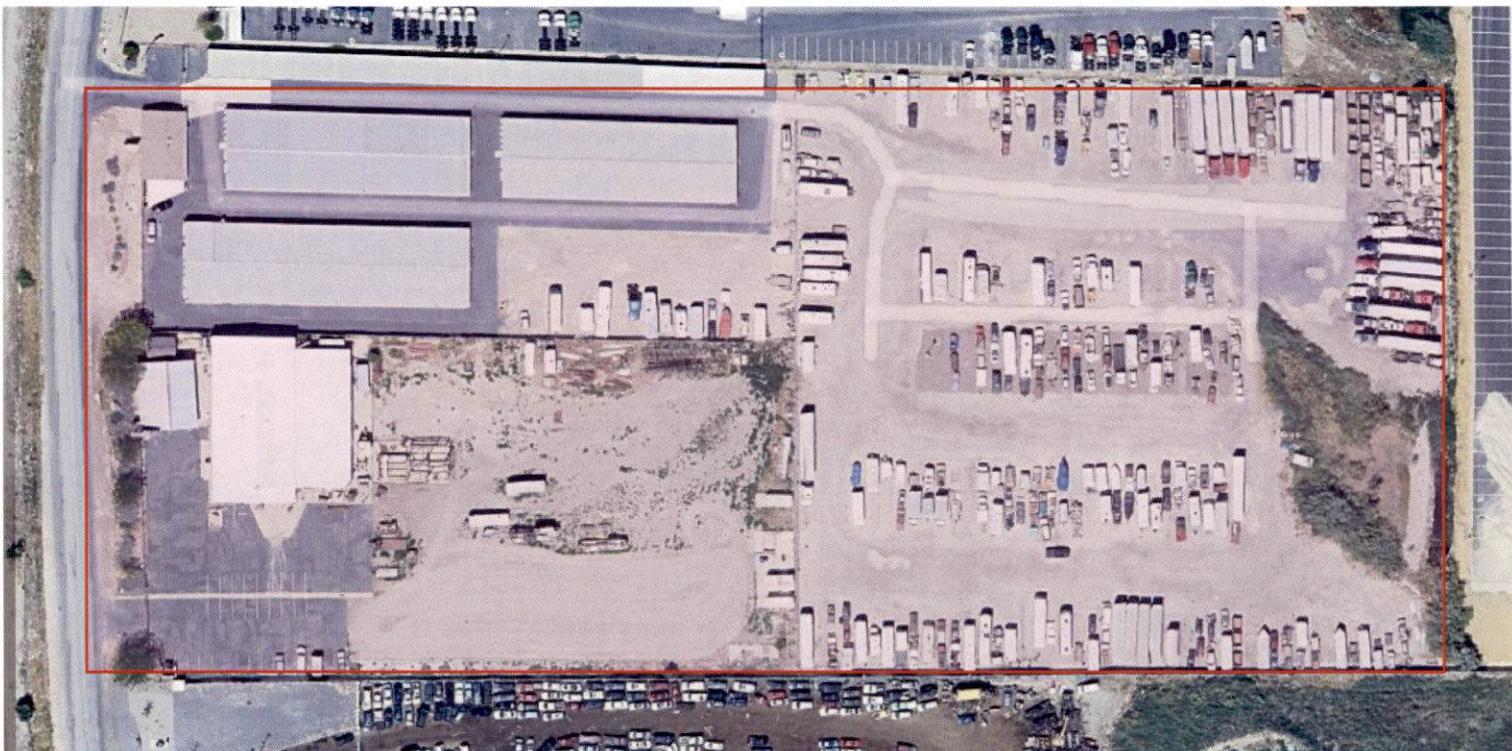
CONCRETE DRIVE APPROACH: (1) Per WVC Standards

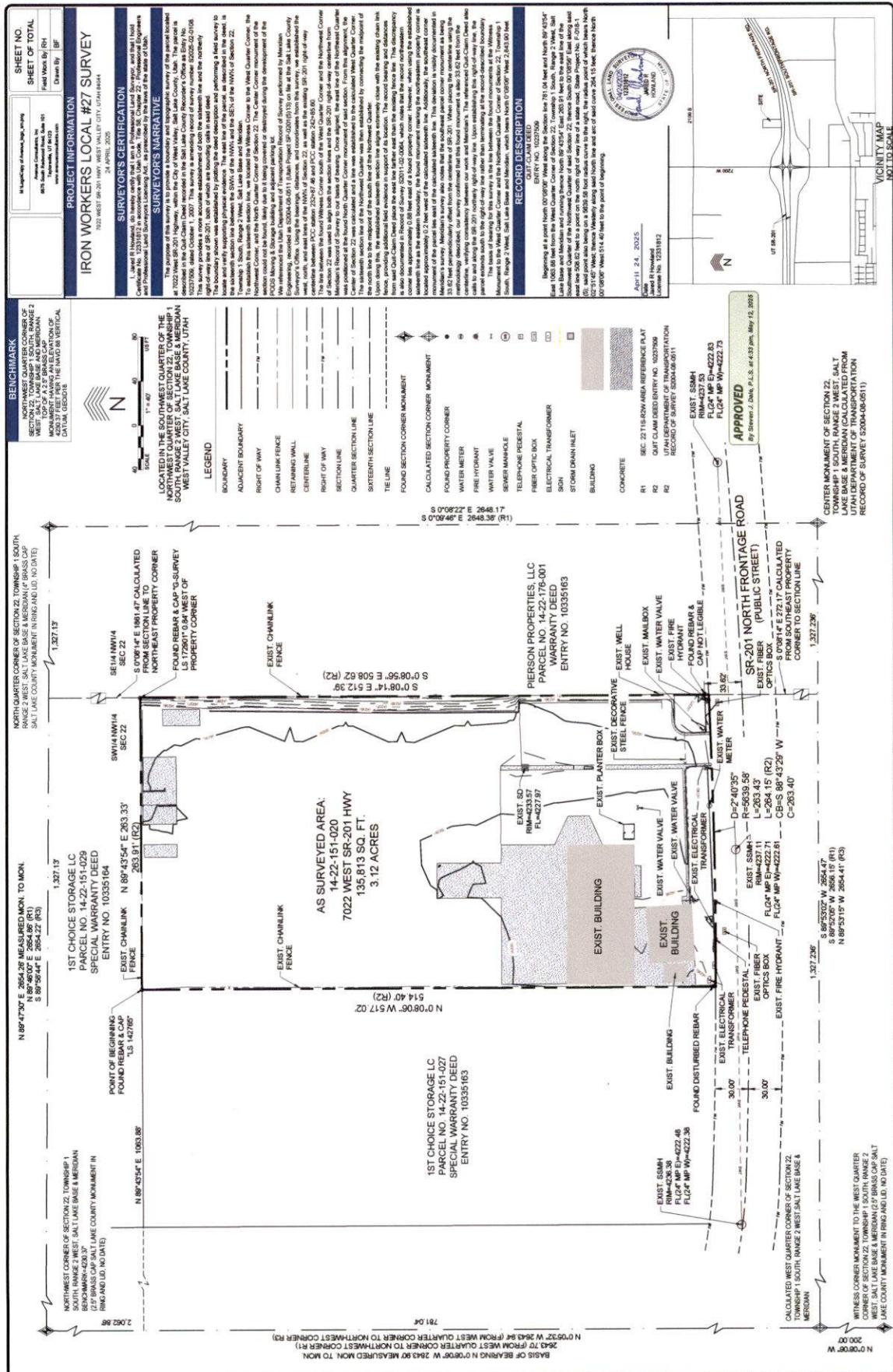
STORM DRAIN INFRASTRUCTURE

Concrete Drive Approach: (1) Per WVC Standards

Parcel # 14-22-151-020

IRON WORKERS LOCAL # 27 MINOR SUBDIVISION





Delay Agreement with Iron Workers Local 27

- Staff is recommending a Delay Agreement be approved for a 2-lot commercial subdivision located at 7022 W SR 201 Frontage Road.
- Improvements will be constructed in the future with a larger project which will ensure all infrastructure is installed at the correct location and elevation.



| | |
|--------------------------|-------------|
| Item #: | |
| Fiscal Impact: | \$79,000.00 |
| Funding Source: | Revenue |
| Account #: | |
| Budget Opening Required: | No |

ISSUE:

A resolution to approve and execute a Real Estate Purchase and Sale Agreement and a Quit Claim Deed.

SYNOPSIS:

Clark Construction & Services, LLC has signed Real Estate Purchase and Sale Agreement for the purchase of a parcel of land located at approximately 6000 West 3500 South (14-24-382-040) from West Valley City.

BACKGROUND:

West Valley City owns a strip of land located at approximately 6000 West 3500 South. The West Valley City parcel is approximately 16.5 feet wide and runs north approximately 724 feet to the Meadow Breeze and Meadowlands subdivisions. The city property includes a storm drainage which takes storm water from properties south of 3500 South. As part of the sale, the city will retain a Storm Drainage Easement. Clark Construction & Services, LLC owns property on either side of the West Valley City property and desires to develop those properties and the West Valley City parcel into a subdivision. The sale price of \$79,000.00 for the 11,522 square foot parcel (0.264 acre) was based upon an appraisal prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and authorize the mayor to execute said Real Estate Purchase and Sale Agreement and the Quit Claim Deed. Closing of sale and recording of documents will be handled through a title company.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND
SALE AGREEMENT BETWEEN THE CITY AND CLARK
CONSTRUCTION & SERVICES, LLC.**

WHEREAS, the City owns certain property adjacent to a development owned by Clark Construction & Services, LLC (“Clark”); and

WHEREAS, the City is willing to sell said property to Clark, retaining a storm drain easement over said property; and

WHEREAS, the City and Clark have prepared a Real Estate Purchase and Sale Agreement (the “Agreement”), setting forth the terms of said sale; 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 Mayor is authorized to execute and the City Recorder is authorized to record said Agreement and a Quitclaim Deed for and on behalf of the City, subject to approval of the final form of the Agreement and Deed 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

**WEST VALLEY CITY
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (the "Agreement") is made and entered into as of this _____ day of SEPTEMBER, 2025, by and between West Valley City, a political subdivision of the State of Utah (hereinafter, the "Seller"), and Clark Construction & Services, LLC (hereinafter, the "Buyer"). The foregoing entities are sometimes referred to individually as a "Party" or collectively as the "Parties."

R E C I T A L S :

- A. The Seller owns certain property as described in the Quitclaim Deed attached hereto and incorporated herein as Exhibit A in West Valley City, Utah (the "Property"). For purposes of this Agreement, the term "Property" shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property (except as noted in the Quitclaim Deed), including, without limitation, all water and mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller agrees to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

A G R E E M E N T :

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by quitclaim deed in the form attached hereto as Exhibit A, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.** The Purchase Price for the Property shall be \$79,000.00.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied:
 - a. **Approval of Title.** At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.

- b. Approval of the City Council. This Agreement and transaction must be approved by the City Council of West Valley City.
- 4. **Closing.** The term “Closing” is used in this Agreement to mean the time at which the title company records the quitclaim deed in the office of the Salt Lake County Recorder. The Closing shall occur within sixty days of execution of this Agreement unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
 - a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Purchase Price.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the duly executed and acknowledged Quitclaim Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
 - c. Costs. The Parties shall equally share all closing costs, including title, escrow and recording costs.
 - d. Failure to Deliver.
 - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller’s option, extend the time for the Closing, or may commence an action to compel specific performance by the Buyer. All costs shall be borne by the Party incurring the cost. The Seller expressly agrees that the action for specific performance pursuant to this Section shall be the Seller’s sole remedy for the Buyer’s failure to perform or deliver at the Closing.
 - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer’s option, extend the time for the Closing, or may commence an action to compel specific performance by the Seller. All costs shall be borne by the Party incurring the cost. The Buyer expressly agrees that the action for specific performance pursuant to this Section shall be the Buyer’s sole remedy for the Buyer’s failure to perform or deliver at the Closing.
- e. Prorations.
 - (i) All water, sewer, and utility charges for the Property.
 - (ii) Seller is a tax-exempt entity and no taxes are outstanding. If the sale of the Property causes any taxes to be assessed against the Property for tax year 2025, said taxes shall be the responsibility of the Buyer since the Seller is

tax-exempt.

- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
 - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.
 - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
 - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

- (vii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.
- (viii) These terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.

8. **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 telecopy (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 Buyer:

Clark Construction & Services, LLC

13893 S. MINUTEMAN DR #130
DRAPER UT 84020

If to the Seller:

West Valley City
Attn: City Manager
3600 Constitution Boulevard
West Valley City, Utah 84119

With a copy to:

City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

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

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement.

12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

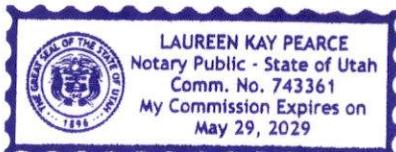
(Signatures follow)

BUYER
CLARK CONSTRUCTION & SERVICES, LLC

Scott Clark

State of Utah)
County of Salt Lake) :ss

On this 10th day of September, 2025, personally appeared before me Scott Clark, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Managing Member of Clark Construction & Services, LLC, and that he or she is authorized by the articles of incorporation or organization or by a resolution of its members or Board of Directors to execute the foregoing instrument.



Lauren Kay Pearce
Notary Public

SELLER
WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
City Attorney
By: *Brandon Hill*
Date: 9/16/2025

EXHIBIT A
QUITCLAIM DEED

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 14-26-382-040

QUIT CLAIM DEED

West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTOR, hereby Quit Claims to Clark Construction & Services, LLC, a Utah limited liability company, whose address is 5990 West 3500 South, West Valley City, Utah 84128, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah. Said tract of land being described as follows:

A tract of land located in the Southwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING 16.50 West and 45.50 feet North from the South Quarter Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 724.35 feet, more or less to the southerly boundary of Meadow Breeze Subdivision, according to the official plat thereof as recorded in Book 2002P at Page 169 in the office of the Salt Lake County Recorder; thence North 88°38'33" East 15.32 feet along said subdivision, to the westerly boundary of Meadowlands Subdivision, according to the official plat thereof as recorded in Book 99P at Page 234 in the office of the Salt Lake County Recorder; thence South 00°05'18" East 109.93 feet to the southwest corner of said Meadowlands Subdivision; thence South 00°05'40" East 614.78 feet, more or less; thence West 16.50 feet to the Point of Beginning. Containing 11,522 square feet, more or less.

Reserving unto West Valley City a Storm Drainage Easement over the above-described property.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2025.

GRANTOR

Karen Lang, Mayor

State of _____)
ss
County of _____)

On this _____ day of _____, 2025, personally appeared before me Karen Lang, 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 he 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

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 14-26-382-040

QUIT CLAIM DEED

West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTOR, hereby Quit Claims to Clark Construction & Services, LLC, a Utah limited liability company, whose address is 5990 West 3500 South, West Valley City, Utah 84128, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah. Said tract of land being described as follows:

A tract of land located in the Southwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING 16.50 West and 45.50 feet North from the South Quarter Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 724.35 feet, more or less to the southerly boundary of Meadow Breeze Subdivision, according to the official plat thereof as recorded in Book 2002P at Page 169 in the office of the Salt Lake County Recorder; thence North 88°38'33" East 15.32 feet along said subdivision, to the westerly boundary of Meadowlands Subdivision, according to the official plat thereof as recorded in Book 99P at Page 234 in the office of the Salt Lake County Recorder; thence South 00°05'18" East 109.93 feet to the southwest corner of said Meadowlands Subdivision; thence South 00°05'40" East 614.78 feet, more or less; thence West 16.50 feet to the Point of Beginning. Containing 11,522 square feet, more or less.

Reserving unto West Valley City a Storm Drainage Easement over the above-described property.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2025.

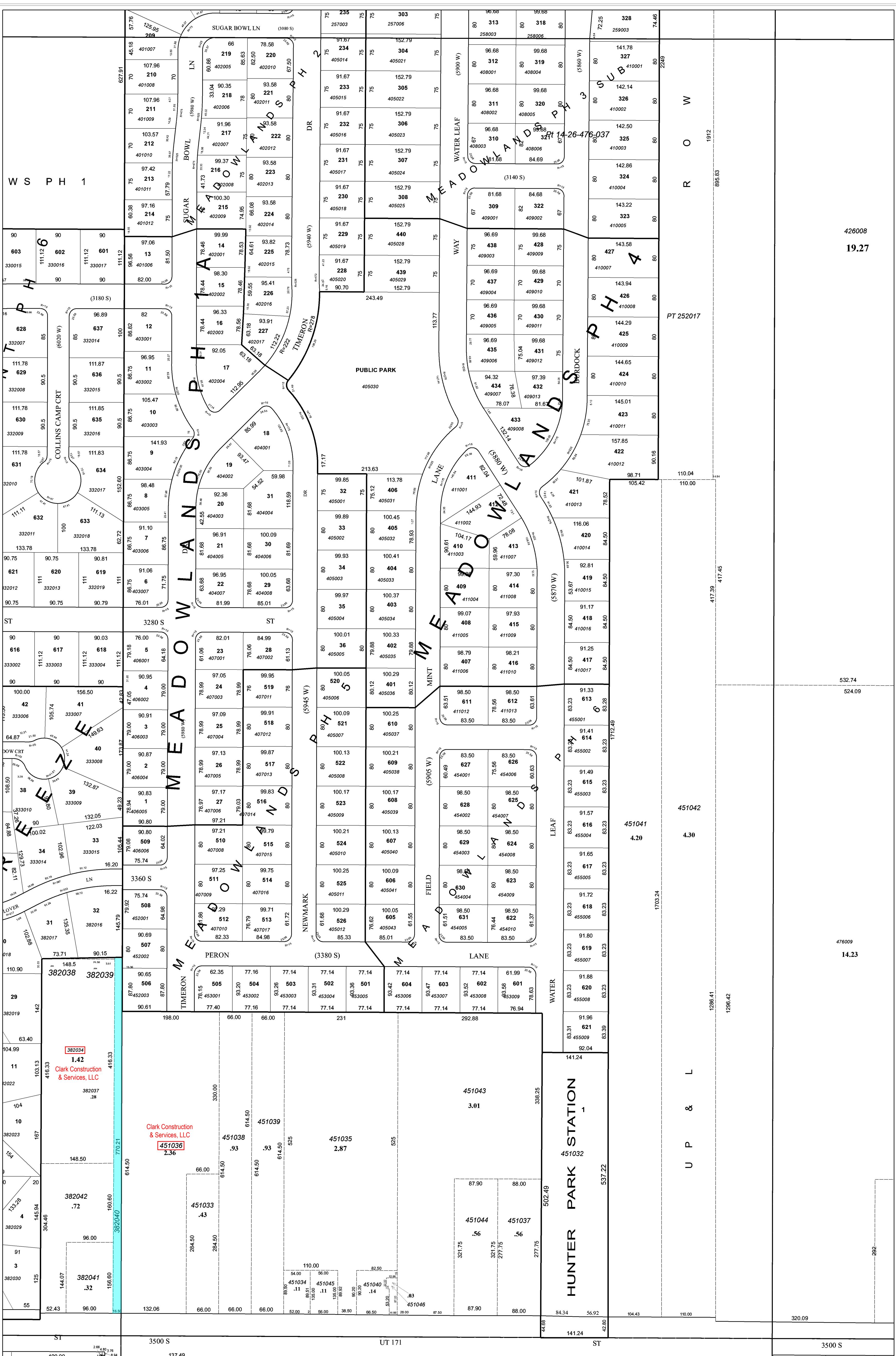
GRANTOR

Karen Lang, Mayor

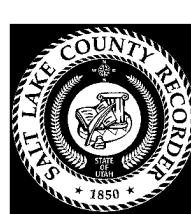
State of _____)
:ss
County of _____)

On this _____ day of _____, 2025, personally appeared before me Karen Lang, 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 he 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.

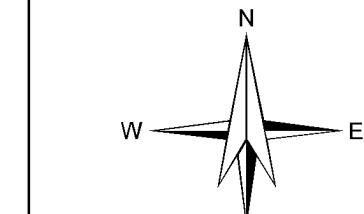
Notary Public



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.



Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145



W 1/2 SE 1/4 Sec 26 T1S R2W
SALT LAKE COUNTY, UTAH

10/19/2018

10/19/2018
164

Scale 1"=100'

| | | | |
|----|----|----|----|
| 4 | 3 | 2 | 1 |
| 9 | 10 | 11 | 12 |
| 16 | 15 | 14 | 13 |
| 21 | 22 | 23 | 24 |
| 28 | 27 | | 25 |
| 33 | 34 | 35 | 36 |

| | | | |
|----|----|----|----|
| 11 | 12 | 21 | 22 |
| 31 | 32 | | 42 |

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

ISSUE:

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

SYNOPSIS:

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

7-1-103 DEFINITIONS:

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

7-9-114 SURFACING:

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

LANDSCAPING:

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

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

5 Draft Date: 8/7/2025

6 Date Adopted: _____

7 Date Effective: _____

**AN ORDINANCE AMENDING TITLES 7 AND 24 OF THE
WEST VALLEY CITY MUNICIPAL CODE TO UPDATE
LANDSCAPING REGULATIONS.**

13 **WHEREAS**, Title 7 of the West Valley City Municipal Code establishes regulations for
14 land use within the City; and

15 **WHEREAS**, the City desires to update said regulations to amend certain landscaping
16 standards applicable throughout the City; and

17 **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is
18 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend
19 Titles 7 and 24 of the West Valley City Municipal Code.

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

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

24 **Section 2. Amendment.** Titles 7 and 24 of the West Valley City Municipal Code are
25 hereby amended as follows:

26 7-1-103. DEFINITIONS.

27 Whenever any words or phrases used in this Title are not defined herein, but are defined in
28 related sections of the Utah Code or the West Valley City Municipal Code, such definitions are
29 incorporated herein and shall apply as though set forth herein in full, unless the context clearly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

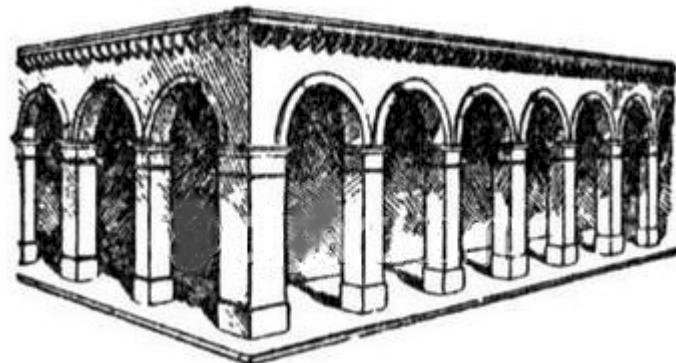
78 (16) “Animal Training” means the training of two or more Animals for compensation,
79 whether boarded on the premises or transported to the premises for training.

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

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

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

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



89
90 (20) “Architectural Banding” means a horizontal band at least six inches thick applied to
91 the Facade of a Building, including but not limited to a change in color, texture, pattern,
92 material, or relief.

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

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

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

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

101 (25) “Attached” means a physical connection between Buildings or parts of Buildings,
102 including common walls or overhead roof Structures or Canopies.

103 (26) “Automobile Sales, Used” means the Use of property for the display and sale of used
104 motor vehicles, including related financing services.

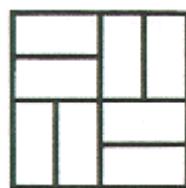
105 (27) “Automobile Sales, New” means the Use of property for the display and sale of new
106 motor vehicles, including related financing services and Automobile Service, and the display
107 and sale of used motor vehicles.

108 (28) “Automobile Service” means the repair, rental, and maintenance of automobiles and
109 trucks, including but not limited to body shops, transmission shops, lube and emissions
110 centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.

111 (29) “Bail Bonds Dealer” means any individual or entity offering or facilitating bail bond
112 services, including but not limited to any individual or entity licensed as a bail bond agency
113 or producer under the Bail Bond Act or any amended or successor statute.

114 (30) “Basement” means a Story partly underground. A Basement is a Story for the purpose
115 of height measurement if over one-half of its total height is above ground.

116 (31) “Basket Weave Brick Pattern” means a pattern of bricks in which bricks alternate
117 between horizontal and vertical placement as illustrated below:



119 (32) “Bathroom” means a room for personal hygiene activities containing a toilet and a
120 sink. A Bathroom may also include a shower or bathtub.

121 (33) “Bedroom” means a private room planned and intended for sleeping, separated from
122 other rooms by a door, and accessible to a Bathroom without crossing another Bedroom.

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

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

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

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

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

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

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

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

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

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

149 (44) “Building Coverage” means the percentage of a Lot that is or can be covered by
150 Buildings.

151 (45) “Building Height” means the vertical distance from the Grade to the highest point of
152 the coping of a flat roof or to a point midway between the lowest part of the eaves or
153 Cornice and ridge of a hip or Gable Roof. In the CC zone, Building Height shall be
154 measured as the vertical distance between the lowest point of the roof and the average
155 elevation of the corners of the Building at finished Grade.

156 (46) “Building, Primary” means a principal Building or a Building housing a principal Use
157 on a Lot.

158 (47) “Bus Terminal” means any premises for the storage or parking of buses or the loading
159 or unloading of passengers, excluding public transportation service offered by a public
160 entity.

161 (48) “Canopy” means a roofed Structure not completely enclosed by walls supported by
162 structural supports extending directly to the ground, excluding Carports.

163 (49) “Car Title Loan” means taking possession of an automobile title in exchange for
164 consideration or extension of a loan, excluding loans made by federal or state chartered
165 banks and credit unions.

166 (50) “Caretaker’s Dwelling” means a Dwelling Unit for the caretaker of an otherwise
167 nonresidential Building that is completely contained within the nonresidential Building. No
168 Caretaker’s Dwelling shall be rented, leased, or otherwise hired out. At least one occupant of
169 a Caretaker’s Dwelling shall be employed by the business and shall have on-site job
170 responsibilities.

171 (51) “Cargo Container” means a prefabricated metal Structure designed for use as an
172 individual shipping container in accordance with international standards for overseas
173 shipping, designed to be mounted on a rail car as freight, or designed as an enclosed truck
174 trailer.

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

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

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

183 (55) “City” means West Valley City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

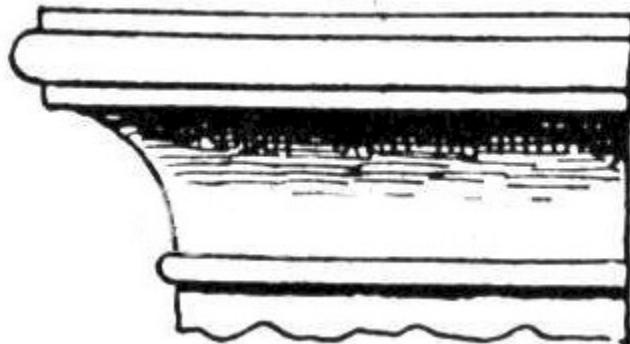
227 (75) "Condominium" or "Planned Unit Development" means the Ownership of a single
228 unit in a multiunit project together with an undivided interest in the common areas and
229 facilities of the property.

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

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

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

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

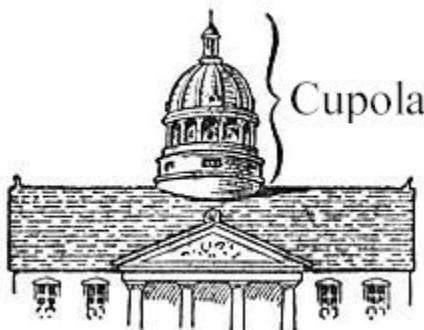


239
240 (80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by
241 Buildings.

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

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

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



249

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

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

255 (8685) “Decorative Parapet” means an arched, gabled, or stepped Parapet.

256 (8786) “Dedication of Land” means the conveyance of land to the City by a property
257 Owner or developer for public use.

258 (8887) “Deferred Deposit Loan” means a transaction where a Person presents a check
259 written upon his or her account to a Check Cashing business in exchange for money and the
260 promise to refrain from cashing the check until a later date or any similar transaction.

261 (8988) “Density” means the number of Dwelling Units per gross acre of land.

262 (9089) “Detention Facility/Jail” means any facility operated to house offenders in a secure
263 setting for the duration of their confinement or any facility providing assessment,
264 stabilization, or treatment services for parole violators or noncompliant probationers.

265 (9190) “Development” means any manmade change to real estate, including but not limited
266 to the erection of Buildings or Structures, mining, dredging, filling, grading, paving,
267 excavation, or drilling.

268 (9291) “Development Agreement” means a voluntary agreement between the City, using
269 its legislative judgment, and a property Owner or developer relating to a proposed
270 Development within the City that shall run with the land and be binding upon all successors
271 and assigns of the property Owner or developer.

272 (9392) “Development Plan” means all plans, studies, plats, statements, reports, and
273 information required by this Title.

274 (9493) “Director of Health” means the legally designated Director of the Salt Lake City or
275 County Health Department or any representative authorized by such official to act on his or
276 her behalf.

277 (9594) “Dwelling Unit” means one or more rooms connected together in a Structure in
278 which doors and hallways provide shared access to common living facilities, including but
279 not limited to provisions for sleeping, eating, cooking, and sanitation. All occupants of a
280 Dwelling Unit live together as a single housekeeping unit where all occupants maintain free
281 access to all living spaces within the Dwelling Unit and all exits to and from the Dwelling
282 Unit.

283 (9695) “Entrance” means the location of ingress to a room, Building, or Lot.

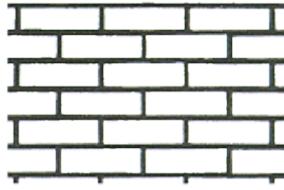
284 (9796) “Exit” means the location of egress from a room, Building, or Lot.

285 (9897) “Event Center, Indoor” means an indoor stadium, arena, Concert Hall, dance hall, or
286 Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos,
287 receptions, parties, or other similar indoor events.

288 (9998) “Event Center, Outdoor” means an outdoor stadium, arena, amphitheater, or similar
289 venue that hosts sporting events, Concerts, theatrical performances, rodeos, or similar
290 outdoor events.

291 (10099) “Facade” means any face or elevation of a Building.

292 (101100) “Face Brick Pattern” means a brick pattern in which all bricks are laid
293 horizontally with the end of bricks aligned with the midpoint of the brick below as illustrated
294 below:



295

296 (102101) “Fast Food Establishment” means any establishment whose principal business is
297 the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state
298 and whose principal method of operation includes the following characteristics:

299 a. Foods and beverages are usually served in edible or disposable containers;

300 b. The consumption of foods and beverages is not restricted to tables, counters, or an
301 immediately adjacent dining patio; or

302 c. The establishment provides drive-in, drive-through, and/or walk-up service.

303 (103102) “Fence” means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic
304 Structures constructed to obscure view, prevent trespass, or for ornamental or decorative
305 purposes.

306 (104103) “Fenestration” means openings in a Building wall that allow light and views
307 between the Building’s interior and exterior.

308 (105104) “Final Plat” means a map of a Subdivision which has been accurately surveyed to
309 permit identification of Streets, Alleys, Blocks, Lots, and other divisions and which
310 conforms with this Title and state law.

311 (106105) “Financial Institution” means a bank, savings and loan institution, credit union,
312 mortgage office, or automated teller machine, excluding Alternative Financial Service
313 Providers.

314 (107106) “Fire Department” means the West Valley City Fire Department.

315 (108107) “Fitness Center” means a facility where individuals use equipment or space for
316 the purpose of physical exercise.

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

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

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

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

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

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

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

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

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

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

343 (119118) “Gable Roof” means two pitched roofs back to back forming a triangular roof as
344 illustrated below:



345

346 (120119) “Garage, Private” means a Structure, enclosed by walls and a roof, accessory to a
347 residential dwelling which is intended primarily for the storage of private vehicles belonging
348 to the residents of that dwelling. A Private Garage may be Attached or detached and is
349 considered “Attached” if the garage and dwelling share a roof or wall.

350 (121120) “Garden Center” means a place of business where plants, nursery products,
351 potting soil, power equipment, and other garden tools and equipment are sold to the
352 consumer.

353 (122121) “Gathering Place” means an area allocated and designed for the purpose of
354 accommodating the assembling and meeting of people, such as a courtyard or plaza.

355 (123122) “General Plan” means the document the City has adopted in accordance with
356 state law to set forth general guidelines and principles for future Development.

357 (124123) “Grade” means the natural Grade as established by the elevation of the existing
358 surface of the land prior to commencement of any proposed improvements or any previous
359 disturbance of the site.

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

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

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

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

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

373 (125124) “Grading/Site Development Ordinance” means the West Valley City
374 Grading/Site Development Ordinance as presently adopted and as amended in the future.

375 (126125) “Grocery Store” means a retail establishment with a net floor area over 5,000
376 square feet offering food and other household products.

377 (127126) “Gun Range, Indoor” means a Building with facilities for the firing of firearms.

378 (128127) “Gun Range, Outdoor” means an outdoor facility for the firing of firearms.

379 (129128) “Hardware Store” means a facility with a gross floor area under 30,000 square
380 feet primarily engaged in the retail sale of hardware, including but not limited to tools,
381 builder’s hardware, plumbing and electrical supplies, housewares and household appliances,
382 and paint and glass.

383 (130129) “Heavy Equipment Sales and Service” means a business selling and servicing
384 equipment such as backhoes, bulldozers, cranes, excavators, construction equipment, and
385 similar equipment or vehicles.

386 (131130) “Heavy Industrial” means asphalt and concrete plants; crematories; electric
387 generating plants and facilities; sand and gravel excavation, processing, and storage;
388 manufacturing and storage of chemicals, explosives, and fuels; Outdoor Gun Ranges;
389 outdoor manufacturing; indoor sewage treatment and disposal facilities; and water
390 purification facilities. “Heavy Industrial” does not include Outdoor Waste Management
391 Facilities.

392 (132131) “Heavy Trucks” means concrete transport trucks, dump trucks, garbage trucks,
393 log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar
394 vehicles.

395 (133132) “Hip Roof” means a Gable Roof with the ends brought together at the same pitch
396 as the rest of the roof.

397 (134133) “Home Child Care” means care for children who are nonfamily members in an
398 occupied dwelling by the resident of that dwelling and up to one employee who is not a
399 resident of that dwelling.

400 (135134) “Home Improvement Center” means an establishment over 30,000 square feet
401 selling various household goods, tools, and Building materials, household appliances,
402 electronic equipment, household Animal supplies, and nursery products.

403 (136135) “Home Occupation” means any lawful Use conducted within a dwelling by
404 residents of the dwelling which is incidental and secondary to the residential Use of the
405 dwelling and does not change the residential character of the dwelling or neighborhood.

406 (137136) “Home Preschool” means a preschool program for nonfamily members in an
407 occupied dwelling by residents of that dwelling.

408 (138137) “Hospital” means an establishment that offers facilities and beds for use beyond a
409 24-hour period for individuals requiring diagnosis, rehabilitation, treatment, or cure for
410 illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly
411 makes available services including but not limited to clinical laboratory services, diagnostic
412 X-ray services, detoxification, and treatment facilities for surgery, obstetrical care, or other
413 medical treatments of similar scope.

414 (139138) “Household Pet” has the meaning set forth in Section 7-2-122.

415 (140139) “Incinerator” means a furnace or similar apparatus for burning waste, trash, or
416 garbage.

417 (141140) “Inland Port” and “Inland Port Use” have the meanings set forth in the Utah
418 Inland Port Authority Act, Title 11, Chapter 58, Utah Code Annotated 1953, or successor
419 statute.

420 (142141) “Instructional Facilities” means indoor facilities used for private Commercial
421 instruction in arts, crafts, physical fitness, or other skills.

422 (143142) "Intensity" means the concentration of activity and the size of Buildings and
423 Structures, including the number of people, cars, visitors, and customers present, the hours
424 of operation, and the presence of outdoor advertising.

425 (144143) "Intensive Retail Service" means a Use engaged in providing retail sale, rental,
426 service, processing, or repair of items for household use, including but not limited to
427 groceries, cards and stationery, books, toys, cosmetics, and sporting equipment.

428 (145144) "Junk" means any salvaged, discarded, or scrapped copper, brass, iron, steel,
429 metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, dismantled or
430 inoperable motor vehicles, and other articles and materials commonly designated as Junk.

431 (146145) "Kennel" means any place where three or more Animals over six months of age
432 are kept for sale, boarding, care, or breeding for which a fee is charged or paid.

433 (147146) "Kennel, Sportsman's" means a Kennel for the keeping of three to five dogs for
434 noncommercial use on a Lot of at least one acre.

435 (148147) "Knee Brace" means a diagonal support placed across the angle between a
436 Building overhang or roof and the Building wall.

437 (149148) "Landscaping" means the improvement of property through the addition of living
438 plants that are rooted directly into natural soil or earth and the eradication of weeds and
439 other deleterious material, including the installation of trees, shrubs, lawn, flowers, and
440 vegetative or nonvegetative permeable groundcover. "Landscaping" does not include
441 Zeroscape Landscaping or installations where plants are placed in containers, raised beds, or
442 planter boxes on hard surfaces.

443 (150149) "Laundromat" means an establishment providing washing, drying, or dry
444 cleaning machines on the premises on a pay-per-use basis to the general public.

445 (151150) "Less Intensive Retail Service" means a retail Use with more than 75 percent of
446 the gross floor area used for display and sales of bulky commodities, including but not
447 limited to furniture, large appliances, Building materials, carpeting and floor covering, and
448 air conditioning and heating equipment.

449 (152151) “Light Industrial” means the indoor manufacturing, predominantly from
450 previously prepared materials, of finished products or parts, including processing,
451 fabrication, assembly, treatment, and packaging of such products, and incidental storage,
452 sales and distribution of such products, which does not produce noise, odors, vibration,
453 hazardous waste materials, or particulate that will disturb or endanger neighboring
454 properties.

455 (153152) “Lingerie Store” means a retail establishment meeting any of the following
456 criteria:

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

462 (154153) “Lodging Facility” means any establishment outside Residential or Agricultural
463 Zones where lodging or overnight accommodations are offered, with or without
464 compensation. Lodging Facilities meet all of the following characteristics: (a) all guest
465 rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is
466 provided for all guest rooms. If any Lodging Facility or other establishment where lodging
467 or overnight accommodations are offered is located in any zone by any governmental entity,
468 nonprofit corporation, or any other actor operating under or pursuant to either a state
469 preemption or a general or limited exemption from any land use or zoning regulations, such
470 Lodging Facility or establishment shall be built in accordance with the standards set forth in
471 Section 7-7-117.

472 (155154) “Lot” means an individually described plot of land occupied, or capable of being
473 occupied, by one Building or group of Buildings, together with such Yards, open areas, and
474 Yard areas as required by this Title, and having full Frontage on and unrestricted access to a
475 dedicated Street.

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

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

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

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

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

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

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

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

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

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

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

502 (167166) “Massage Establishment” means any place where Massage or Massage Therapy
503 is practiced for hire.

504 (168167) “Minor Street” means a Street with no more than two lanes for which the
505 principal function is access to abutting land and for which traffic movement is a secondary
506 function.

507 (169168) “Mobile Food Vending Vehicle” means a fully enclosed motorized vehicle
508 mounted food service establishment which is operated by a vendor within the frame of the
509 vehicle, which sells food products for immediate consumption, and which moves under its
510 own power, not being manually pushed, pulled, or towed by another vehicle.

511 (170169) “Mobile Home” means a Structure that is transportable in one or more sections,
512 built on a permanent chassis, and is designed to be used without a permanent foundation as a
513 Residence or temporary housing accommodation, excluding Recreational Vehicles and
514 travel trailers.

515 (171170) “Mobile Home Park” means any plot of ground upon which two or more Mobile
516 Homes are located with or without compensation.

517 (172171) “Mobile Home Space” means a plot of ground within a Mobile Home Park which
518 is designed for the accommodation of one Mobile Home.

519 (173172) “Mobile Home Stand” means that part of a Mobile Home Space which has been
520 reserved for the placement of one Mobile Home with appurtenant Structures or additions.

521 (174173) “Mobile Home Subdivision” means a residential Subdivision designed to offer
522 Lots under separate Ownership for the placement of Mobile Homes.

523 (175174) “Mortuary” means a facility in which dead bodies are prepared for burial or
524 cremation or where funeral services are conducted.

525 (176175) “Motorized Outdoor Recreation Equipment” means motorized or commonly
526 motorized equipment used in off-road or recreational activities, including but not limited to
527 boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

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

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

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

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

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

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

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

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

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

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

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

557 (187186) “Office, Medical and Dental” means a Building used by physicians, dentists, or
558 similar personnel for the treatment and examination of patients and where no overnight stays
559 occur.

560 (188187) “Office, Professional” means a Building used by attorneys, accountants,
561 insurance or real estate agents, and other individuals offering professional services.

562 (189188) “Off-Premises Beer Retailer” means a licensed place of business wherein beer is
563 sold in original containers to be consumed off the premises.

564 (190189) “Outdoor Waste Management Facility” means any outdoor facility that stores,
565 treats, or processes liquid waste, sludge, or solid waste, including but not limited to human
566 and animal waste and household garbage.

567 (191190) “Outside Display of Merchandise” means the outside display of goods in
568 conjunction with an approved retail business.

569 (192191) “Outside Storage” means the keeping of any goods, materials, or equipment
570 outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities,
571 Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

572 (193192) “Overpressure” means a sudden increase in air pressure resulting from an
573 explosion traveling at the speed of sound.

574 (194193) “Owner” means the Owner in fee simple of real property as shown in the records
575 of the Salt Lake County Recorder’s Office, including both the singular and the plural and
576 including, but not limited to, natural Persons, firms, associations, partnerships, private or
577 public corporations, or any combination thereof.

578 (195194) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

579 (196195) “Pad Site” means a location for a freestanding Building within a larger
580 Commercial center.

581 (197196) “Parapet” means a low wall projecting from the edge of a roof.

582 (198197) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

583 (199198) “Parking Lot, Commercial” means an open area, other than a Street, used for
584 parking of five or more automobiles and available for public use, with or without
585 compensation.

586 (200199) “Parking Space” means a space within a Building, Lot, or parking lot for the
587 parking or storage of one vehicle.

588 (201200) “Parking Structure” means a Building or Structure of more than one level used to
589 store motor vehicles.

590 (202201) “Pawnbroker” means any Person who loans money on deposit of personal
591 property or deals in the purchase, exchange, or possession of personal property on condition
592 of selling the same back again to the pledger or depositor, or who loans or advances money
593 on personal property by taking chattel mortgage security thereon and takes or receives such
594 personal property into his possession, and who sells the unredeemed pledges, together with
595 such new merchandise as will facilitate the sale of same, or engages in any substantially
596 similar transaction.

597 (203202) “Permanent Cosmetics” means a mark or design made on or under the skin by a
598 process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking
599 discolorations or cosmetically enhancing facial features which shall follow the natural line
600 of the feature. “Permanent Cosmetics” are limited to eyeliner, eyebrows, and lip coloring
601 procedures.

602 (204203) “Permanent Cosmetics Establishment” means an establishment engaging in
603 Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953,
604 excluding Tattoo Establishments and Home Occupations.

605 (205204) “Permitted Use” means a specific Use authorized in a particular zone which does
606 not require Planning Commission review and approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

645 (224220) “Reasonable Notice” means actual notice or notice that meets the requirements of
646 state law.

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

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

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

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

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

661 (226225) “Recreation Space” means:

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

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

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

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

678 (227226) “Recreational Facility Beer Retailer” means a business that is licensed to sell beer
679 and permit consumption thereof at recreation facilities, that does not sell beer in original
680 containers, and that sells beer only to the ultimate consumer.

681 (228227) “Regional Shopping Mall” means a Shopping Center located within 200 feet of
682 Interstate 215 with a combined Building size over 500,000 square feet and a minimum site
683 area of 50 acres.

684 (229228) “Religious Institution” means a Building used primarily for religious worship and
685 activities.

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

688 (234230) “Residence” means a permanent domicile, dwelling place, or abode.

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

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

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

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

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

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

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

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

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

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

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

714 (242241) “Self-Storage Facility” means a Building or group of Buildings containing
715 separate, individual, and private storage spaces of varying sizes available for lease or rent.

716 (243242) “Shopping Center” means three or more Commercial establishments with at least
717 two of the Commercial establishments being retail establishments built on a site which is
718 planned, developed, operated, and managed as an operating unit.

719 (244243) “Sidewalk” means a passageway for pedestrians that excludes motor vehicles.

720 (245244) “Single Unit Dwelling” means a Building arranged or designed to have one
721 Dwelling Unit.

722 (246245) “Site Plan” means a drawing including all of the following:

723 a. Date;

724 b. North arrow and scale;

725 c. The legal description of the subject property;

726 d. The dimension and location of existing and proposed improvements on the property
727 and adjoining property, including but not limited to Buildings, fencing, hard surfacing,
728 utility lines and poles, and Landscaping, drawn to scale;

729 e. Location of proposed construction, including but not limited to signs;

730 f. Name, address, and telephone number of the builder and property Owner;

731 g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle
732 circulation patterns, and curb cuts;

733 h. The location, height, and size of proposed signs, lighting, and advertising devices;
734 and

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

737 (247246) “Small Brewer” means a Brew Restaurant which, in addition to retail sales and
738 on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per
739 year and derives less than 30 percent of gross revenues from beer sales, including but not
740 limited to microbreweries.

741 (248247) “Soldier Course Brick Pattern” means a pattern of bricks in which all bricks are
742 laid vertically as illustrated below:



743
744 (249248) “Sound Wall” means a Masonry Wall constructed adjacent to a Major Arterial
745 Street or Freeway to create a noise and access barrier, including walls greater than six feet
746 tall.

747 (250249) “Special District” means all entities established under Title 17B, Utah Code
748 Annotated 1953, and any other governmental or quasi-governmental entity that is not a
749 county, municipality, school district, or state agency.

750 (251250) “State Store” means the same as set forth in the Alcoholic Beverage Control Act.

751 (252251) “Story” means the space within a Building having clear headroom of seven feet
752 or over.

753 (253252) “Story, Half” means a Story with at least two of its opposite sides situated under a
754 sloping roof and with a maximum of two-thirds of the floor area of the Story below.

755 (254253) “Street” means public Rights-of-way, including highways, avenues, boulevards,
756 parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and
757 other ways.

758 (255254) “Structure” means anything constructed or erected on or below the ground,
759 including signs and Billboards but excluding Fences six feet tall or shorter.

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

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

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

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

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

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

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

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

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

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

787 (266265) “Tavern” means the same as set forth in the Alcoholic Beverage Control Act.

788 (267266) “Temporary Land Use” means a Use which is transient or seasonal in nature.

789 (268267) “Temporary Nonresidential Building” means a Building incidental to
790 construction work, such as a construction trailer, or a temporary sales office for the sale or
791 lease of Dwelling Units.

792 (269268) “Temporary Residential Storage Container” means a fully enclosed Structure
793 without a permanent foundation uniquely designed for short-term storage of household or
794 remodeling goods and for portable use via transport vehicle.

795 (270269) “Three Unit Dwelling” means a Building arranged or designed to have only three
796 Dwelling Units under one ownership on one Lot, such as a triplex.

797 (271270) “Towing and Impound Yard” means a facility for the temporary storage of
798 vehicles that have been towed, carried, hauled or pushed from property for impoundment,
799 excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle
800 Recycling Facilities, and Vehicle Storage Yards.

801 (272271) “Townhome” means a Dwelling Unit in a row of at least three such units in
802 which each unit has its own front and rear access to the outside, no unit is located over
803 another unit, and each unit is separated from any other unit by one or more vertical walls.

804 (273272) “Transportation and Public Ways Ordinance” means the West Valley City
805 Transportation and Public Ways Ordinance as presently adopted and amended in the future.

806 (274273) “Truck Transfer Company” means a facility serving as a transfer or storage point
807 for a truck freight line, including associated offices, parking, and maintenance facilities.

808 (275274) “Turf Farm Equipment Manufacturing” means a Commercial business engaged in
809 assembling, testing, storing, selling, or repairing equipment, parts, and machinery used
810 exclusively for sod harvesting.

811 (276275) “Twin Home” means a Building arranged or designed to have only two Dwelling
812 Units under separate ownership by two Owners which has a common wall along a common
813 Lot line.

814 (277276) “Two Unit Dwelling” means a Building arranged or designed to have only two
815 Dwelling Units under one ownership on one Lot, such as a duplex.

816 (278277) “Unchartered Financial Service Provider” means any business extending loans,
817 cash advances, short-term credit, rent-to-own services, or any similar financial services,
818 excluding federal and state chartered banks, industrial banks, savings and loan institutions,
819 New and Used Automobile Sales, and credit unions.

820 (279278) “Use” means any legal purpose for which a Building, Structure, or tract of land
821 can be designed, arranged, intended, maintained, or occupied or any activity, occupation,
822 business, or operation legally carried on in a Building or Structure or on a tract of land.

823 (280279) “Variance” means a device which grants a property Owner relief from certain
824 provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

825 (281280) “Vehicle Recycling Facility” means the outside storage of or Use of property for
826 a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard,
827 or a tow truck or wrecker service, including but not limited to the following:

- 828 a. The outside storage of two or more used vehicles or used vehicle parts, including
829 tires, regardless of operational ability, condition, time frame, or reason; or
- 830 b. The storage of any number of used vehicles or used vehicle parts, including tires, for
831 the purpose of dismantling, stripping, salvaging, or selling all or part of the vehicle,
832 excluding the indoor storage of vehicles in a fully enclosed Building, New and Used
833 Automobile Sales, Automobile Service, and Vehicle Storage Yards.

834 (282281) “Vehicle Storage Yard” means a site where operable vehicles without occupants
835 are stored for compensation for more than 24 hours, excluding New and Used Automobile
836 Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

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

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

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

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

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

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

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

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

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

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

869 (290291) “Zoning” means the land use regulation imposed by the City, including but not
870 limited to the division of the City into Zoning districts, the establishment of land use
871 standards in each district, and the regulation of Buildings upon the land.

872 (291292) “Zoning Administrator” means the West Valley City Zoning Administrator as
873 appointed by the City Manager or his or her designee.

874 (292293) “Zoning Ordinance” means the West Valley City Zoning Ordinance as presently
875 adopted and amended in the future.

876

877 **7-2-115. STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL**
878 **ZONES.**

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

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

886 b. Commercial vehicles do not include:

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

889 ii. Vehicles owned by the state or local government.

- iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.
- iv. Vehicles with a manufacturer's gross vehicle weight rating of 19,500 or less with factory-installed truck bed.

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

~~Within Front Yards, Recreational Vehicles and boats shall only be parked in front of the house. Parked Recreational Vehicles and boats shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.~~

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

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

- (1) Sites must be developed in accordance with all requirements set forth in this Title.
- (2) Landscaping shall be maintained in accordance with this Title. Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply with standards in 7-11-205. In addition, the following Landscaping standards apply to multi-unit housing, Community Uses, and all other nonresidential Uses in all Agricultural and Residential Zones:
 - a. Minimum required setbacks adjacent to a Street shall be permanently landscaped except for approved access drives.
 - b. All landscaped areas shall include a perpetually maintained underground irrigation system capable of complete coverage of the landscaped area that is designed to promote water efficiency.

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

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

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

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

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

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

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

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

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

944

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

996 e. ~~In order to allow double driveways, and to allow hard surface access to the Rear~~
997 ~~Yard, up to, but not No~~ more than, 40 ~~50~~ percent of a Front Yard may be covered with a
998 hard-surface. ~~Two Unit Dwelling Lots, Twin Home Lots, Cul-de-sac Lots, or Lots on~~
999 ~~major Streets needing circular driveways may increase the hard surface percent to 50~~
1000 ~~pereent~~. Whenever gravel is used for parking and maneuvering in the Front Yard, the
1001 gravel area shall be included in the calculation 40 and 50 percent.

1002 f. Within Front Yards, parking shall only be permitted in front of the garage, in front of
1003 the carport or any other portion of the Front Yard that is not directly in front of the house
1004 and shall not cover or overlap more than four feet of the front of the house, excluding the
1005 garage and carport.

1007 (5) All off-Street vehicle parking must occur in an area that meets the requirements of this
1008 Chapter. No parking shall be allowed in landscaped areas.

1009 1010 7-11-205. LANDSCAPING AND IRRIGATION.

1011 Landscaping on Single Unit Dwelling, Twin Home, and Two Unit Dwelling Lots shall comply
1012 with the following standards:

1013 (1) Landscaping shall be installed in Front Yards between the front line of the house and the
1014 Sidewalk on the entire width of the Lot excluding the driveway. On Corner Lots, Landscaping
1015 shall be installed in all areas between the Sidewalk and the side line of the house between the
1016 front property line and the rear property line which are visible from the public Right-of-way.

1017 (2) Landscaping shall include at least one tree and a combination of lawn, shrubs or
1018 groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be
1019 at least six feet in height. A minimum of 30 ~~25~~ percent of the entire Front Yard shall be live plant
1020 material, not including tree canopies. Live plant material percentages are determined by the size
1021 of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-
1022 spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic
1023 permeable material, ~~Decorative~~ ~~Dirt~~, or artificial turf that meets the standards in Section 7-2-127.
1024 Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand.
1025 Artificial turf may be counted toward the required live plant material. Xeriscaping, which utilizes

1026 drought-tolerant and low-water-use plants in combination with other approved landscaping
1027 elements, is permitted and encouraged. However, Zeroscaping or landscaping with no live plant
1028 material is prohibited.

1029 (3) At the time the water supply line to a house is installed, the builder shall furnish and install a
1030 stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future
1031 sprinkler system installation. The stop-and-waste valve may also be located inside the home with
1032 a mainline extended to the exterior of the foundation wall and capped.

1033 (4) On Lots over one-half acre in size, Landscaping shall only be required on 80 feet of Street
1034 Frontage to the depth of the Front Yard setback. On Corner Lots one-half acre or larger, 80 feet
1035 of Frontage shall be landscaped on each Street. The 80-foot Frontage may include customary
1036 access drives.

1037 (5) In addition to the standards listed above, all new Single Unit Dwellings, Twin Homes, and
1038 Two Unit Dwellings shall follow the standards in Section 7-16-104.

1039

1040 **7-11-209. GENERAL REQUIREMENTS.**

1041 (1) Any previously occupied dwelling which is to be moved from an existing location to a Lot
1042 within West Valley City shall be inspected by the Chief Building Official of West Valley City, or
1043 his/her designated representative, prior to the move to insure that it meets applicable building
1044 codes.

1045 (2) Final grading of individual Lots shall be performed in such a way that excess water shall be
1046 contained entirely on the site or directed to an improved Street or directed to an approved
1047 drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain
1048 onto adjacent private property unless approved as part of an overall system, as reflected in the
1049 Subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters
1050 shall be installed on all eaves of new dwellings.

1051 ~~(3) In order to allow double driveways, and to allow hard surface access to the Rear Yard, up to,~~
1052 ~~but not more than, 40 percent of a Front Yard may be paved. Lots with Two Unit Dwellings,~~
1053 ~~Twin Home Lots, Cul-de-sacs, or Lots on major Streets needing circular driveways may increase~~
1054 ~~the hard surface percent to 50 percent.~~

1055 (43) All dwellings shall meet any additional state or federal requirements to be classified and
1056 taxed as real property.

1057 **24-7-103. REAL PROPERTY; REQUIRED LANDSCAPING; MAINTENANCE**
1058 **REQUIREMENTS.**

1059 (1) All developed residential parcels in the City shall have and maintain the following
1060 ~~landscaping: comply with landscaping requirements set forth in Title 7.~~

1061 a. ~~Landscaping shall be installed in front yards between the front line of the house and the~~
1062 ~~sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall~~
1063 ~~be installed in all areas between the sidewalk and the side line of the house between the front~~
1064 ~~property line and the rear property line which are visible from the public right of way.~~

1065 b. ~~Landscaping shall include at least one tree and a combination of lawn, shrubs or~~
1066 ~~groundcover. Deciduous trees shall be a minimum size of 2- inch caliper. Conifer trees shall be at~~
1067 ~~least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or~~
1068 ~~annual or perennial flowering or foliage plants. Groundcover may also include mineral or~~
1069 ~~nonliving organic permeable material in not more than 50 percent of the net landscaped area.~~

1070 ~~Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand.~~
1071 ~~Species, size, and placement of landscape elements shall be determined by the homeowner;~~
1072 ~~however, low-water-use landscaping is encouraged.~~

1073 c. ~~At the time the water supply line to a house is installed, the builder shall furnish and install a~~
1074 ~~stop and waste valve with an access sleeve and capped mainline to the surface to facilitate future~~
1075 ~~sprinkler system installation. The stop and waste valve may also be located inside the home with~~
1076 ~~a mainline extended to the exterior of the foundation wall and capped.~~

1077 d. ~~On lots over one-half acre in size, landscaping shall only be required on 80 feet of street~~
1078 ~~frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage~~
1079 ~~shall be landscaped on each street. The 80 foot frontage may include customary access drives.~~

1080 (2) All developed non-residential lots shall acquire and maintain landscaping as set forth in Title
1081 7 of the West Valley City Municipal Code.

1082 (3) It shall be unlawful for any person owning or occupying real property within West Valley
1083 City, to fail:

1084 a. To provide landscaping in all areas where landscaping exists or is required to exist. This shall
1085 apply to all real property throughout the City regardless of age of development, zone or status.

1086 b. To install, maintain, replace or repair landscaping in all areas where it is required to exist or
1087 does exist.

1088

1089 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by
1090 a court of competent jurisdiction, the remainder shall not be affected thereby.

1091

1092 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting.

1093

1094 **PASSED and APPROVED** this day of , 2025.

1095

1096 WEST VALLEY CITY

1097

1098

1099 MAYOR

1100

ATTEST:

1101

1102

1103 CITY RECORDER

Application: ZT-5-2025

Applicant: West Valley City

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

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

7-1-103 DEFINITIONS:

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

7-9-114 SURFACING:

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

LANDSCAPING:

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

Staff Alternatives:

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

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

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

UNANIMOUS—ZT-5-2025—APPROVED

ZT-5-2025

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

Where do I need landscaping in my yard?

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

What type of landscaping is required?

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

How many plants are required?

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



Current Code:

How big can my driveway be?

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



Current Code Illustration

- 40% Surfacing
- 30% Live Plant Material



Surfacing 7-9-114

Current:

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

Proposed:

- Simplify - 50% for all lots

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

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

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

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

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

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

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



Current:

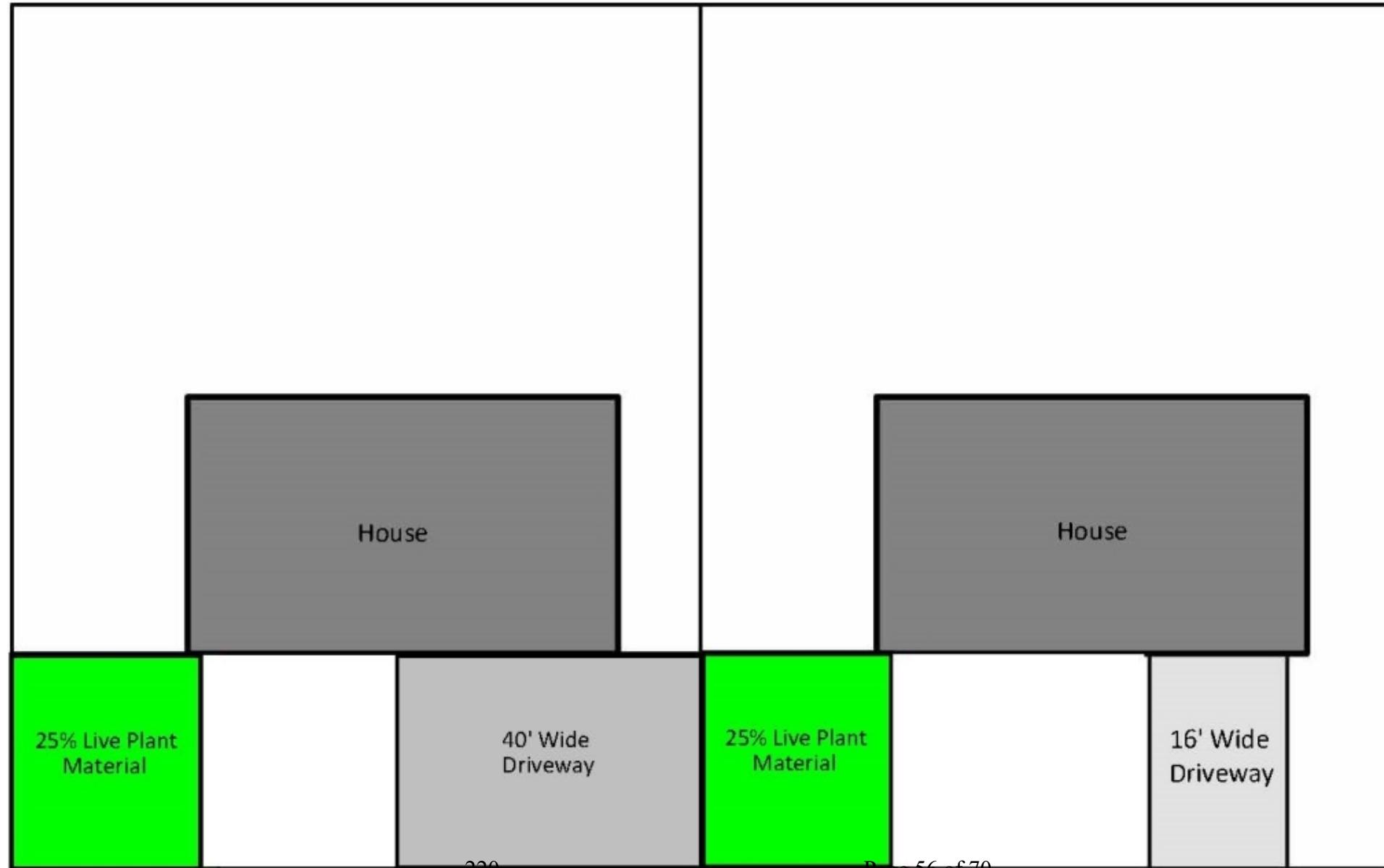
- Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of 30 percent of the entire Front Yard shall be live plant material, not including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

Proposed:

- Simplify - 25% for all lots

Update

- 50% Surfacing
- 25% Live Plant Material



Examples



Examples



Examples



Examples



Examples



Examples

Front yard = 1900 SF

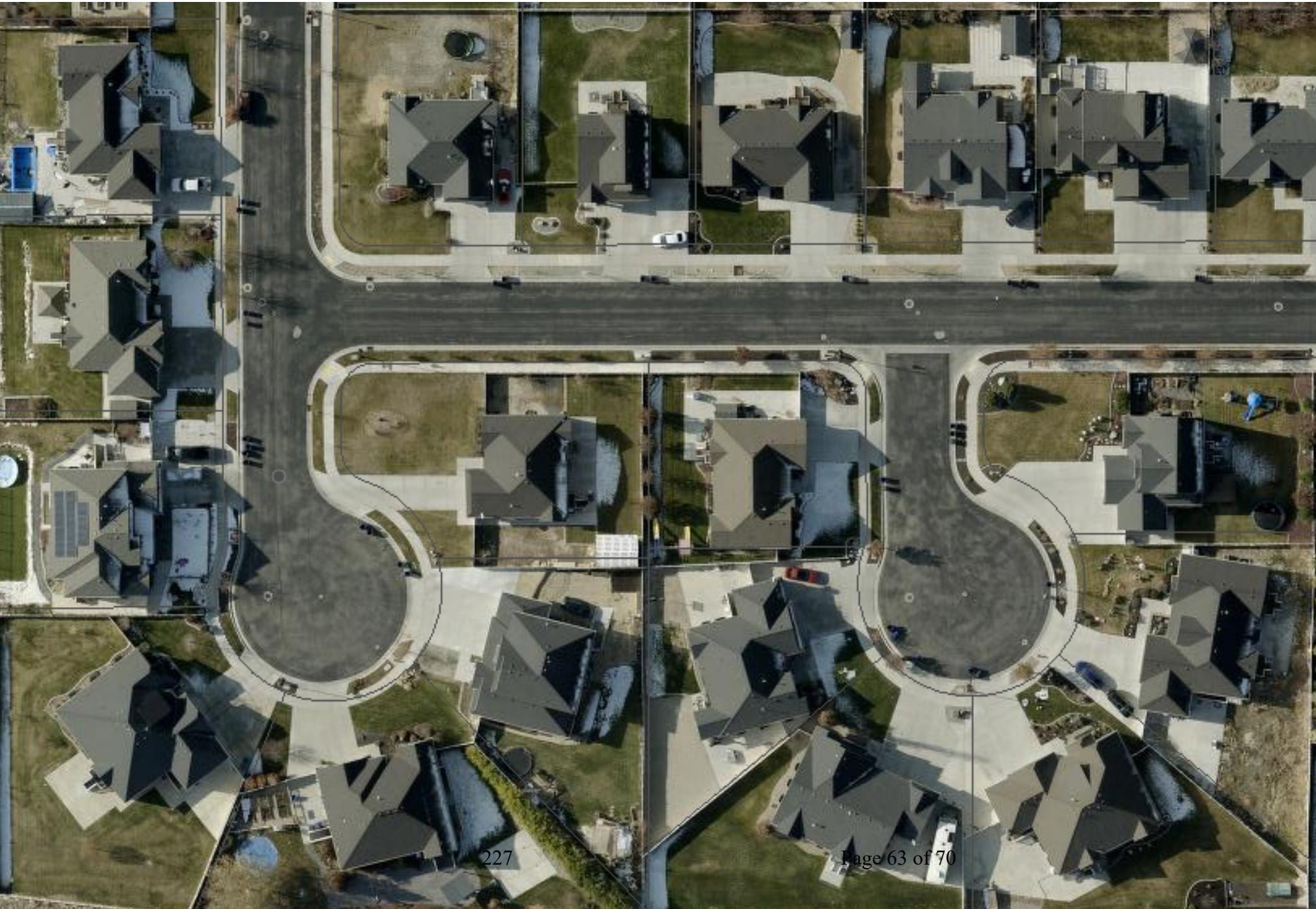
Original Drive = 796 SF (42%)

RV Pad = 314 SF (58%)

Front Yard = 72 SF (74%)



Examples



Examples



Examples

Front yard = 3950 SF

50% = 1975 SF

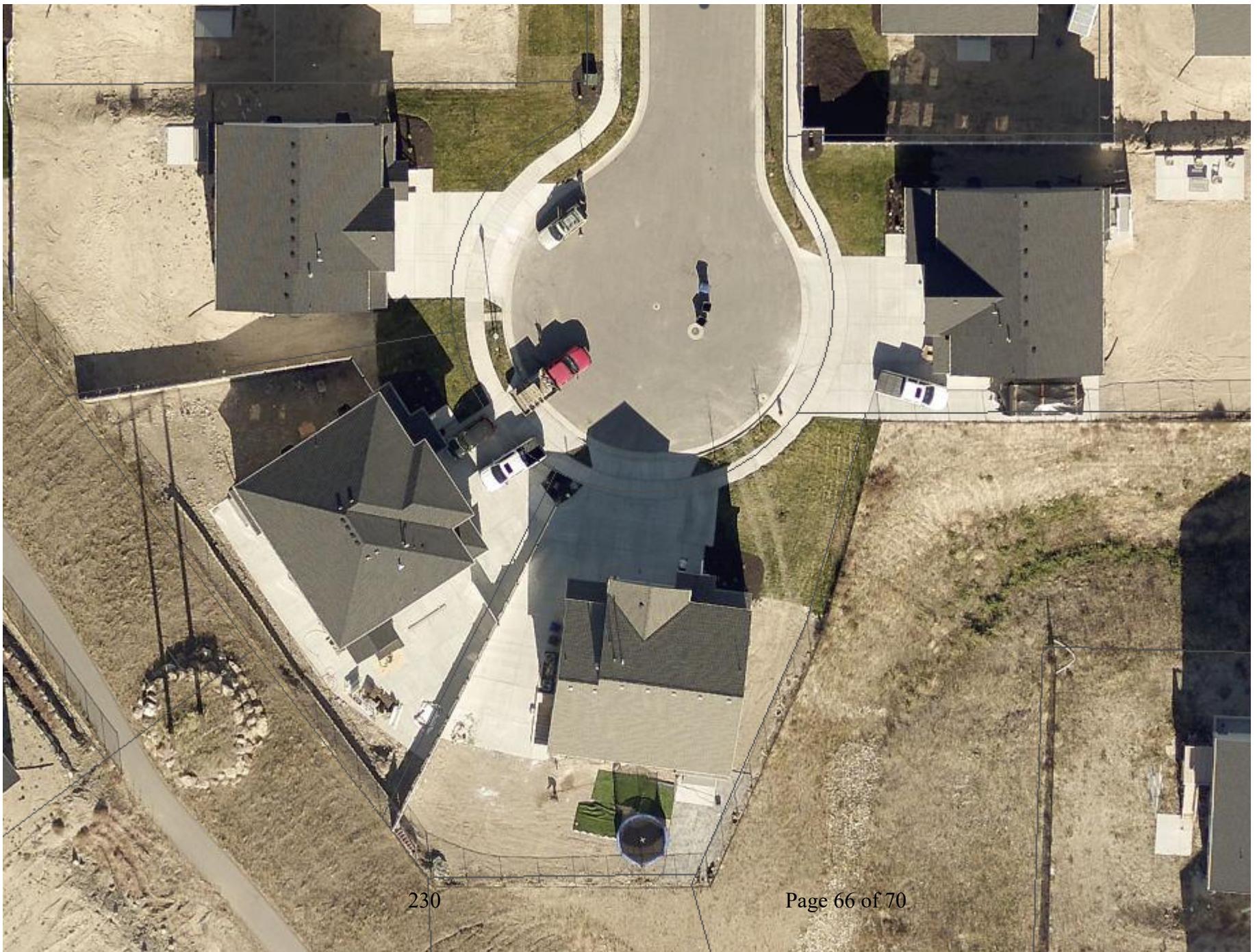
Paved Area = 1228 SF

(31%)

Side yard= 280 SF (7%)



Examples



Examples

Front Yard = 2574 SF

50% = 1287 SF

Paved Area = 1278 SF
(49%)



7-9-114. SURFACING.

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

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

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

7-1-103. DEFINITIONS.

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

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

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

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

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

- (1) Landscaping shall be installed in Front Yards between the front line of the house and the Sidewalk on the entire width of the Lot excluding the driveway. On Corner Lots, Landscaping shall be installed in all areas between the Sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public Right-of-way.
- (2) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of two-inch caliper. Conifer trees shall be at least six feet in height. A minimum of ~~30~~ 25 percent of the entire Front Yard shall be live plant material, not including tree canopies. Live plant material percentages are determined by the size of the plant at full growth, not at planting. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants, mineral or nonliving organic permeable material, ~~Decorative Dirt~~, or artificial turf that meets the standards in Section 7-2-127. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Artificial turf may be counted toward the required live plant material. ~~Xeriscaping, which utilizes drought-tolerant and low-water-use plants in combination with other approved landscaping elements, is permitted and encouraged. However, Zeroscaping or landscaping with no live plant material is prohibited.~~
- (3) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.
- (4) On Lots over one-half acre in size, Landscaping shall only be required on 80 feet of Street Frontage to the depth of the Front Yard setback. On Corner Lots one-half acre or larger, 80 feet of Frontage shall be landscaped on each Street. The 80-foot Frontage may include customary access drives.
- (5) In addition to the standards listed above²³⁴ all new Single Unit Dwellings, ~~Twin Homes~~, and Two Unit Dwellings shall follow the standards in Section 7-16-104.

