

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, December 9, 2025, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

AGENDA

1.	Call to Order
2.	Roll Call
3.	Opening Ceremony: Councilmember Tom Huynh
4.	Approval of Minutes:
	A. November 25, 2025
5.	Awards, Ceremonies and Proclamations:
	A. Hunter Elementary Names West Valley City Sweeper

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

(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

Public Comment Period:

6.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

7. Public Hearings:

A. Accept Public Input Regarding Appliction GPZ-5-2025, Filed by Grow Development, LLC, Requesting a General Plan Change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and Zone Change from A-2 (Agriculture, Minimum Lot Size 2 acres) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and A (Agriculture, Minimum Lot Size ½ acre) for Property Located at 3801 South 6400 West

Action: Consider Ordinance 25-38, Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) for Property Located at 3801 South 6400 West

Action: Consider Ordinance 25-39, Amend the Zoning Map to Show a Change of Zone from A-2 (Agriculture, Minimum Lot Size 2 acres) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and A (Agriculture, Minimum Lot Size ½ acre) for Property Located at 3801 South 6400 West

Action: Consider Resolution 25-180, Authorize the City to Enter Into a Development Agreement with Grow Development, LLC for Approximately 2.44 Acres of Property Located at 3801 South 6400 West

8. Resolutions:

- A. 25-181: Authorize the Execution of Two Agreements with Payer Matrix, LLC for Certain Health Care Administration Services
- B. 25-182: Approve the Purchase of a Vehicle and Related Equipment for Use by the Fire Department
- C. 25-183: Award a Contract to A to Z Landscaping to Perform Maintenance Tasks

9. Consent Agenda:

- A. Reso 25-184: Authorize the City to Execute Two Quitclaim Deeds to the Utah Department of Transportation for Property Related to Improvements on 5600 West
- B. Reso 25-185: Ratify the City Manager's Appointment of Samantha Mafua as a Member of the Healthy West Valley Committee
- C. Reso 25-186: Ratify the City Manager's Appointment of Katherine Dixon as a Member of the Clean and Beautiful Committee

10. Unfinished Business:

A. Accept Public Input Regarding Application GPZ-4-2025, Filed by Eloy Santana Perez, Requesting a General Plan Change from Rural Residential (1 to 2 Units/Acre) to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 Acre) to M (Manufacturing)

Action: Consider Ordinance 25-36, Amend the General Plan to Show a Change of Land Use from Rural Residential (1 to 2 Units/Acre) to Light Manufacturing for Property Located at 2720 South 6750 West

Action: Consider Ordinance 25-37, Amend the Zoning Map to Show a Change of Zone for Property Located at 2720 South 6750 West from A-1 (Agriculture, Minimum Lot Size 1 Acre) to M (Manufacturing)

Action: Consider Resolution 25-187, Authorize the City to Enter Into a Development Agreement with Eloy Santana Perez for Approximately 1.09 Acres of Property Located at Approximately 2720 South 6750 West

- 11. Motion for Closed Session (if necessary)
- 12. Adjourn



THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, NOVEMBER 25, 2025 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM CHRISTENSEN.

THE FOLLOWING MEMBERS WERE PRESENT:

Don Christensen, Councilmember At-Large/ Mayor Pro Tem 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

ABSENT:

Karen Lang, Mayor

STAFF PRESENT:

Ifo Pili, City Manager Nichole Camac, City Recorder John Flores, Assistant City Manager Eric Bunderson, City Attorney Colleen Jacobs, Police Chief John Evans, Fire Chief Jim Welch, Finance Director Steve Pastorik, CED Director Dan Johnson, Public Works Director Jamie Young, Parks and Recreation Director Jonathan Springmeyer, RDA Director Sam Johnson, Strategic Communications Director Craig Thomas, Community and Culture Director Paula Melgar, HR Director (electronically) Tumi Young, Chief Code Enforcement Officer Jake Arslanian, Facilities Director Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER LARS NORDFELT

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD NOVEMBER 18, 2025

The Council considered the Minutes of the Regular Meeting held November 18, 2025. There were no changes, corrections or deletions.

Councilmember Wood moved to approve the Minutes of the Regular Meeting held November 18, 2025. Councilmember Whetstone seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

Mayor Pro Tem Christensen recognized City Recorder Nichole Camac for being awarded Recorder of the Year by the Utah Municipal Clerks Association. He highlighted her dedication, the positive impact she has on staff, the council, and the community, and expressed gratitude and pride for her contributions. The Council congratulated her on this achievement.

A. A PROCLAMATION RECOGNIZING AND APPROVING THE WEST VALLEY CITY UTAH250 COMMUNITY COMMITTEE

Councilmember Whetstone read a proclamation recognizing and approving the West Valley City Utah250 Community Committee.

PUBLIC COMMENT PERIOD

Cameron Smith spoke passionately in support of the Ridge Golf Course, emphasizing its value beyond finances or property taxes. He described it as a defining feature of West Valley City, providing green space, wildlife refuge, and a gathering place for veterans. He shared a personal story of how the course helped his son learn golf and fostered family connection. Cameron framed the Ridge as essential to the city's character and future, urging that it be preserved for current and future residents. He concluded by referencing Dr. Seuss's *Lorax*, advocating for stewardship and care of the golf course.

Lance Liciaga, representing the Utah Carpenters, spoke to the council about the importance of choosing qualified, local contractors for city construction projects. He emphasized that certified carpenters are trained, safety-conscious, and take pride in their work, unlike some cash-paying contractors who may cut corners. Lance highlighted that selecting local, skilled workers invests back into the community, since many members live in West Valley City. He urged the council to prioritize quality, safety, and community impact when awarding projects.

Jim Vesock addressed the Mayor Pro Tem and City Council, reflecting on the Westside Community Event at the Coulter Center, praising its cultural performances, health services, and high community engagement. He highlighted the importance of serving all 150,000 residents of West Valley City,

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not just special interests, in council decisions. Jim also emphasized the community spirit and generosity he has observed, noting significant food donations to the Utah Food Bank and various volunteer efforts, and expressed gratitude for the city's active, giving residents.

Brooklyn Hill, a 13-year-old student, spoke about the Ridge Golf Course, urging the council not to sell the land for high-density housing, emphasizing its value for wildlife and the community. She reflected on her experience attending meetings as a student council member and expressed concern about the limited public speaking time, the restrictions on audience support (like clapping), and the sense that citizens' voices are secondary to council members'. Brooklyn stressed that government should serve the people, not the other way around, and called for consideration of community and environmental stewardship over profit.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING THE EXECUTION OF A PUBLIC APPROVAL CERTIFICATE

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled November 25, 2025 in order for the City Council to hear and consider public comments regarding the Execution of a Public Approval Certificate.

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

Under federal law, certain entities are permitted to issue tax-exempt bonds to provide financing for private educational institutions. To qualify, a public hearing must be held within the jurisdiction where the educational institution is located and a Public Approval Certificate must be provided by the highest elected official in the jurisdiction.

The Public Finance Authority is a Wisconsin-based entity that has issued bonds to provide financing for private schools and other institutions in many states, including Utah. Ensign Learning Center is located in West Valley City and is seeking to obtain financing to support additional improvements to their facility at 2691 Decker Lake Lane. The bonds are not an obligation of the City (or any other public entity in Utah) and following the execution of the Public Approval Certificate, there are no further administrative or financial obligations concerning the bonds or financing. The City's function is simply to offer an opportunity for the public to comment on the proposal and satisfy the requirements of federal law to permit the issuance of tax exempt bonds by the Public Finance Authority.

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

ACTION: RESOLUTION 25-171, AUTHORIZE THE EXECUTION OF A PUBLIC APPROVAL CERTIFICATE FOR ENSIGN LEARNING CENTER

The City Council previously held a public hearing regarding proposed Resolution 25-171 that would authorize the Execution of a Public Approval Certificate for Ensign Learning Center.

Councilmember Huynh requested clarification from Jim Welch, Finance Director. Jim explained the process for tax-exempt or non-profit bonding for entities like schools or learning centers in West Valley City. Using Ensign Learning Academy as an example, he noted that while the city previously acted as a conduit for such financing, that is no longer required. Now, Gilmore Bell, the bond counsel, handles the process. The city's role is limited to holding a public hearing to allow citizen input. Beyond the mayor signing a certificate confirming the hearing occurred, the city has no financial obligation and does not include the bonds on its financial statements.

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

Councilmember Nordfelt moved to approve Resolution 25-171.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember Harmon Yes
Councilmember Huynh Yes
Mayor Lang Absent
Councilmember Nordfelt Yes

Mayor Pro Tem Christensen Yes

Unanimous.

B. ACCEPT PUBLIC COMMENT REGARDING THE ADOPTION OF THE UTAH WILDLAND URBAN INTERFACE CODE

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled November 25, 2025 in order for the City Council to hear and

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consider public comments regarding the adoption of the Utah Wildland Urban Interface Code.

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

In the 2025 legislative session, a law was enacted requiring local governments to adopt the Utah Wildland Urban Interface Code to be eligible to participate in several fire mitigation funding sources. The law was enacted in the context of the Los Angeles wildfires and similarly destructive events in urban areas in recent years. The code will be applicable within areas designated by the City as wildland urban interface, which will be done by Council resolution soon.

There are other provisions in state law concerning wildland fire mitigation fees that property owners may be required to pay if they do not meet certain requirements. Those provisions are not administered or enforced by the City and are not included in this ordinance.

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

ACTION: ORDINANCE 25-34, ENACT CHAPTER 16-16 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT CERTAIN INTERNATIONAL BUILDING CODES

The City Council previously held a public hearing regarding proposed Ordinance 25-34 that would enact Chapter 16-16 of the West Valley City Municipal Code to Adopt Certain International Building Codes.

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

Councilmember Whetstone moved to approve Ordinance 25-34.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes Councilmember Whetstone Yes

Councilmember Harmon Yes

Councilmember Huynh Yes

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Mayor Lang Absent
Councilmember Nordfelt Yes
Mayor Pro Tem Christensen Yes

Unanimous.

C. ACCEPT PUBLIC COMMENT REGARDING APPLICATION GP-6-2025, FILED BY WEST VALLEY CITY, REQUESTING AN ADOPTION OF A WATER USE AND PRESERVATION ELEMENT AS PART OF THE CITY'S GENERAL PLAN

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled November 25, 2025 in order for the City Council to hear and consider public comments regarding Application GP-6-2025, Filed by West Valley City, Requesting an Adoption of a Water Use and Preservation Element as Part of the City's General Plan.

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

In 2022, the Utah legislature passed SB 110 which required a water use and preservation element to be part of cities' general plans on or before December 31, 2025. As outlined in Utah Code Section 10-9a-403, a water use and preservation element must address:

- A. the effect of permitted development or patterns of development on water demand and water infrastructure;
- B. methods of reducing water demand and per capita consumption for future development;
- C. methods of reducing water demand and per capita consumption for existing development; and
- D. opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.

After obtaining a grant from the Utah Department of Natural Resources, the City hired Hansen Planning Group to prepare our Water Use and Preservation element. The resulting document includes the following sections: 1. Introduction, 2. Existing Conditions, 3. Water Planning Challenges and Opportunities, 4. Regional Collaboration, and 5. Goals, Policies, and Implementation.

Mayor Pro Tem Christensen turned the time over to Councilmember Nordfelt.

Councilmember Nordfelt opened the Public Hearing. There being no one to speak in favor

or opposition, Councilmember Nordfelt closed the Public Hearing.

ACTION: ORDINANCE 25-35, ADOPT A WATER USE AND PRESERVATION ELEMENT AS PART OF THE WEST VALLEY CITY GENERAL PLAN

The City Council previously held a public hearing regarding proposed Ordinance 25-35 that would enact Chapter 16-16 of the West Valley City Municipal Code to adopt a Water Use and Preservation Element as Part of the West Valley City General Plan.

Upon inquiry by Councilmember Nordfelt there were no further questions from members of the City Council, and he called for a motion.

Councilmember Harmon moved to approve Ordinance 25-35.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember Harmon
Councilmember Huynh
Mayor Lang
Councilmember Nordfelt
Yes

Mayor Pro Tem Christensen Yes

Unanimous.

D. ACCEPT PUBLIC COMMENT REGARDING APPLICATION GPZ-4-2025, FILED BY ELOY SANTANA PEREZ, REQUESTING A GENERAL PLAN CHANGE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled November 25, 2025 in order for the City Council to hear and consider public comments regarding Application GPZ-4-2025, Filed by Eloy Santana Perez, Requesting a General Plan Change from Rural Residential (1 to 2 Units/Acre) to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 Acre) to M (Manufacturing).

Written documentation previously provided to the City Council included information as

follows:

The applicant has recently been cited twice by Code Enforcement for operating a trucking business in the A-1 zone, which is not allowed. The applicant has applied for this change so he can legally have parking and storage for his trucking business. If the subject property is rezoned, the zoning ordinance would require several improvements to the property. These improvements are listed below:

- Truck parking areas must be paved with concrete or asphalt.
- Outside storage areas must be screened.
- A six-foot-tall masonry wall is required where the property borders an agricultural zone, residential zone, or residential use.
- Given the adjoining A-1 zoning and 6750 West, twenty-feet of landscaping is required along all sides of the property.

Mayor Pro Tem Christensen opened the Public Hearing.

Daniel Terry stated that the property owner, Mr. Perez, was trying to convert his lot to comply with city regulations after part of his land was sold to the city for the West Pond Overflow Project. Daniel expressed confusion and concern that the Planning Commisson's recommendation was to deny the conversion, despite the owner attempting to follow the law. He encouraged the Council to allow the property to be converted so the small business could continue operating and improve the property.

Teresa Santana, speaking with her husband Eloy Santana, addressed the Council regarding their property and a potential rezoning request. She explained that:

- The city had approached them last year regarding a mining project requiring part of their property, and they cooperated, resulting in ongoing construction.
- They believe there is a good chance their rezoning request could be approved, but they also recognize the possibility of denial due to a nearby proposed park and existing neighboring offices and truck activity.
- In the event rezoning is denied, they requested guidance on obtaining a special or temporary parking permit for their trucks on the south portion of their property to reactivate their trucking business next year.
- They expressed appreciation for the Council's time and consideration and sought resources or guidance for their next steps.

Mayor Pro Tem Christensen closed the Public Hearing.

ACTION: ORDINANCE 25-36, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE)

TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 2720 SOUTH 6750 WEST

The City Council previously held a public hearing regarding proposed Ordinance 25-36 that would amend the General Plan to Show a Change of Land Use from Rural Residential (1 to 2 Units/Acre) to Light Manufacturing for Property Located at 2720 South 6750 West.

Councilmember Huynh clarified that the City did purchase a portion of the applicants property. Steve replied yes. Councilmember Huynh requested that this information be provided to the Council in the future.

Councilmember Wood asked if the Santana's could continue living in their single-family home if the property were rezoned to manufacturing. Staff clarified:

- The home would become a non-conforming use, meaning it could remain a residence indefinitely as long as it continues to be used as a home. If the home were vacant for one year or more, it would have to be converted to another allowed use.
- Currently, there is no development agreement, but one could be created if the Council desired specific conditions (e.g., limiting certain uses, requiring improvements, paving, landscaping).
- The trucking business use they propose is permitted under the light manufacturing zoning, and any additional limitations or requirements would be handled through a development agreement.

Councilmember Harmon asked if the Council should continue the item to allow staff the opportunity to draft a Development Agreement. Steve replied that he would recommend continuance if the Council would like to add use limitations to the property. Councilmember Nordfelt asked what the long term plan for this area is. Steve replied rural residential.

Councilmember Harmon explained that he would deny the zoning change because the General Plan designates the area as rural residential, and rezoning it would create a spot zone that is inconsistent with the surrounding area. He also noted that he generally tries to follow the Planning Commission's recommendations, and in this case, he agrees with the Commission's suggestion to deny the rezoning.

Councilmember Wood stated that, while she usually doesn't support rezoning small parcels that differ from surrounding areas, in this situation, the equipment yard to the east makes the proposed use appear compatible with the surroundings. She noted that the trucks there fit in and the property could use some improvement. Considering its proximity to other businesses, she would support the rezoning. Councilmember Whetstone agreed but clarified that he would want a development agreement in place prior to approval and would be open to continuing the item if needed to finalize that agreement.

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

Councilmember Wood moved to continue Ordinance 25-36 to the December 9, 2025 City Council Regular Meeting.

Councilmember Whetstone seconded the motion.

Councilmember Nordfelt stated that he is concerned about taking land in an agricultural area and carving it out for a single landowner who did not follow the rules for that zone. He emphasized the importance of keeping the area as open space, noting that the city is turning nearby land into a park and that the open space also serves as a stormwater area. While he understands the desire for a business, he believes the rules in place when the land was purchased should be respected.

Councilmember Huynh asked if the City intends to purchase the entire property. Ifo Pili, City Manager, replied no and indicated that the prior purchase of a portion of the property for public infrastructure was irrelevant to the matter at hand.

Councilmember Harmon stated that he supports the Planning Commission's recommendation and is not in favor of the rezoning.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember HarmonNoCouncilmember HuynhYesMayor LangAbsentCouncilmember NordfeltNo

Mayor Pro Tem Christensen Yes

Majority. Continued.

ACTION: ORDINANCE 25-37, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2720 SOUTH 6750 WEST FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 25-37 that would amend the Zoning Map to Show a Change of Zone for Property Located at 2720 South 6750 West from A-1 (Agriculture, Minimum Lot Size 1 Acre) to M (Manufacturing).

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

Councilmember Nordfelt moved to continue Ordinance 25-37 to the December 9, 2025 Regular City Council Meeting.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember Harmon Yes
Councilmember Huynh Yes
Mayor Lang Absent
Councilmember Nordfelt Yes

Mayor Pro Tem Christensen Yes

Unanimous. Continued.

CONSENT AGENDA

A. RESOLUTION 25-172: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF UTAH TO PROVIDE ACCESS TO CULTURAL CENTER PROGRAMMING

Mayor Pro Tem Christensen presented proposed resolution 25-172 that would authorize the City to Enter into a Memorandum of Understanding with the State of Utah to Provide Access to Cultural Center Programming.

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

The UCCC will provide the JJYA opportunities for youth to complete supervised courtordered community service hours in exchange for waiver of rental fees for the annual Utah National Organization of Juveniles Offending Sexually (NOJOS) Conference.

JJYA will provide one a week supervised assistant at the UCCC working on projects predefined by staff to assist with the general upkeep and maintenance of the facility. The UCCC has a long tradition of hosting the annual NOJOS Conference, a conference for professionals working with youth in our community.

B. RESOLUTION 25-173: AUTHORIZE THE EXECUTION OF A PROFESSIONAL

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SERVICES AGREEMENT WITH HORROCKS ENGINEERS, INC.

Mayor Pro Tem Christensen presented proposed resolution 25-173 that would authorize the Execution of a Professional Services Agreement with Horrocks Engineers, Inc.

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

West Valley City is moving forward with a capital improvement project to extend 5900 West from Beagley Road south to Parkway Boulevard, connecting at the intersection of the southbound Mountain View Corridor ramps. This roadway extension will improve traffic circulation, provide an important north-south connection, and support anticipated growth in the surrounding area.

As part of the project design, the new roadway alignment will cross the Riter Canal, requiring the construction of a box culvert to safely convey canal flows beneath the roadway. The Engineering Division would like to hire a consultant to perform the structural design for the box culvert and prepare the necessary plans and specifications for the culvert that will be incorporated into the 5900 West roadway project bid package.

After requesting proposals from several consultants, staff recommend awarding a Professional Services Agreement to Horrocks Engineers, Inc. in the amount of \$84,805.00 for the design of the box culvert. Horrocks Engineers has demonstrated the expertise and experience needed to complete the work efficiently and in accordance with city standards. The project will be paid for by funds from the Northwest EDA.

C. RESOLUTION 25-174: APPROVE A FEDERAL AID AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO 7200 WEST

Mayor Pro Tem Christensen presented proposed resolution 25-174 that would approve a Federal Aid Agreement Between the City and the Utah Department of Transportation for Improvements to 7200 West.

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

West Valley City and Magna have a roadway improvement project planned on 7200 West between 3500 South and 4100 South. The scope of the project includes full depth reconstruction of the existing pavement, drainage improvements, installation of curb & gutter and sidewalk where needed, and the reconstruction of the railroad crossing. The environmental document was recently completed for this project, and the project is ready to be advanced into design.

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West Valley City has submitted multiple Surface Transportation Program (STP) applications to WFRC over the past few years to secure funding for this reconstruction project. Several of those applications have been successful and the execution of this agreement enables West Valley City to access those funds and begin design.

At this point, construction is tentatively scheduled for 2028; however, there is a significant schedule risk anytime a railroad crossing is involved.

D. RESOLUTION 25-175: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MAGNA CITY AND THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR IMPROVEMENTS TO 7200 WEST Mayor Pro Tem Christensen presented proposed resolution 25-175 that would authorize the

Mayor Pro Tem Christensen presented proposed resolution 25-175 that would authorize the Execution of an Interlocal Cooperation Agreement with Magna City and the Greater Salt Lake Municipal Services District for Improvements to 7200 West.

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

West Valley City and Magna City have received federal funds under the Surface Transportation Program to construct improvements on 7200 West; a roadway shared between the two agencies. This Interlocal Cooperation Agreement addresses cost sharing between West Valley City and Magna City.

Based on the improvements included within the scope of this project, 60% of the improvements are within West Valley City and 40% are in Magna City. Therefore, West Valley City will receive 60% of the federal funds allocated to this project and shall be responsible for 60% of the local matching funds. Magna City shall receive the remaining 40% and shall be responsible for 40% of the local matching funds. All costs associated with betterments requested by either party will be the responsibility of the party requesting the betterment.

West Valley City will take the lead on the project and will work with Magna City during all phases of design and construction.

E. RESOLUTION 25-176: ACCEPT A PUBLIC LIGHTING AND UTILITY EASEMENT FROM COMCAST OF UTAH II, INC. FOR PROPERTY LOCATED AT 3332 SOUTH 4000 WEST

Mayor Pro Tem Christensen discussed proposed Resolution 25-176 that would accept a Public Lighting and Utility Easement from Comcast of Utah II, Inc. for Property Located at 3332 South 4000 West.

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

Comcast of Utah II, Inc. is developing a parcel of land located at 3362 South 4000 West (15-30-478-032). As part of the required site improvements, the installation of a streetlight was required. Streetlights would typically be installed in the park strip in the public right-of-way. At this location the streetlight could not be installed in the park strip due to conflicts with other utilities, including storm drain lines. In this location the streetlight is being installed behind the sidewalk on the grantor's property, which necessitates a Public Lighting and Utility Easement.

F. RESOLUTION 25-177: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM KATHLEEN C. FEULNER FOR PROPERTY LOCATED AT 3515 SOUTH 6800 WEST

Mayor Pro Tem Christensen discussed proposed Resolution 25-177 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from Kathleen C. Feulner for Property Located at 3515 South 6800 West.

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

The Kathleen C. Feulner parcel located at 3515 South 6800 West is one of nine parcels affected by the 6800 West Street Improvements Project; 3750 South to 3500 South. This project will include the construction of curb, gutter, sidewalk, patterned concrete, streetlights and widened asphalt on the west side of 6800 West Street. This acquisition is located at the southeast corner of 6800 West and 3500 South. The project is necessary to match up to improvements being built on the east side of 6800 West by a development. Compensation for the purchase of the Warranty Deed of \$2,950.00 was based upon values of other properties on 6800 West. An affidavit signed by Kathleen C. Feulner along with a Certified Copy of Death Certificate to remove Vaughn R. Feulner from the title of the property is also included and will need to be recorded prior to the Warranty Deed.

G. RESOLUTION 25-178: RATIFY THE CITY MANAGER'S APPOINTMENT OF ADRIANA RAMIREZ TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM NOVEMBER 25, 2025 TO JUNE 30, 2029

Mayor Pro Tem Christensen discussed proposed Resolution 25-178 that would ratify the City Manager's Appointment of Adriana Ramirez to the West Valley Planning Commission for a Term from November 25, 2025 to June 30, 2029.

Written documentation previously provided to the City Council included information as

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follows:

The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.

The Planning Commission has a vacancy at the present time and Adriana Ramirez has been recommended for appointment to fill this vacancy as an alternate member of the Planning Commission. Her term will run from November 25, 2025 to June 30, 2029.

Adriana was born in Salt Lake City and moved to West Valley City at the age of 6. She grew up near Woodledge Park, attended Hunter Elementary, went to Judge Memorial and later to Hunter High School. She lives in West Valley with her husband and two daughters and their dog Dior. She is a part-time real estate agent and also starting her career in cybersecurity.

She is proud to bring the Hispanic perspective to the Planning Commission and looks forward to contributing to the growth of the City. In her free time she enjoys iced coffee, listening to crime podcasts and spending time with family.

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

Councilmember Harmon moved to approve all items on the consent agenda.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember Harmon Yes
Councilmember Huynh Yes
Mayor Lang Absent
Councilmember Nordfelt Yes

Mayor Pro Tem Christensen Yes

Unanimous.

NEW BUSINESS

A. RESOLUTION 25-179: APPROVE AN INTERAGENCY AGREEMENT WITH THE DEPARTMENT OF WORKFORCE SERVICES

Mayor Pro Tem Christensen presented proposed resolution 25-179 that would approve an Interagency Agreement with the Department of Workforce Services.

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

A temporary overflow homeless shelter managed by Switchpoint opened in November of 2023 at 3381 South Redwood Road. Since the shelter opened, the City has seen a significant increase in the demand for public safety services. As a result, both the Police and Fire Departments are staffing shifts to meet the increased demand for services.

The Utah Department of Workforce Services offers cities with homeless shelters within their borders mitigation funding by contract to help offset the increased costs resulting from the additional public safety service demands from the shelter and surrounding areas. The contract runs from October 15, 2025 through April 30, 2026 with mitigation funding of \$557,284.22.

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

Councilmember Harmon moved to approve Resolution 25-179.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood Yes

Councilmember Whetstone Yes

Councilmember HarmonYesCouncilmember HuynhYesMayor LangAbsentCouncilmember NordfeltYes

Mayor Pro Tem Christensen Yes

Unanimous.

MOTION TO ADJOURN

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

MINUTES OF COUNCIL REGULAR MEETING – NOVEMBER 18, 2025 -17-

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY NOVEMBER 18, 2025 WAS ADJOURNED AT 7:23 PM BY MAYOR PRO TEM CHRISTENSEN.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 18, 2025.

Nichole Camac, MMC City Recorder West Valley City wants to recognize one of our great elementary schools, Hunter Elementary. Through the work of the school, its administration, the kids and parents and city staff, a new name was picked for one of our City Sweeper machines. These sweeper machines are essential to keep our city looking its best. These sweepers cover over 350 miles of roads, six times year, to keep dirt and debris out of our storm drain system, protecting water quality, reducing flooding, improving roadway safety, and enhancing the appearance of our community.

During this naming process, the kids had a chance to learn from our Public Works team about what the sweeper does and learn about the importance of keeping our stormwater clean. At the school event, when the sweeper machine was turned on and it was doing its work on the dirty street, the students cheered it on! They then went in the school and voted on names for our sweeper. Thanks to Hunter Elementary, the new name for our sweeper is the 'Knight Rider' which is a shout out to its own school mascot and to the sweeper which will be riding around the city making it cleaner! It is inspiring to see young people learning about how our city works and the important role our crews play in keeping our roads safe. We are proud to have *The Knight Rider* on our fleet—and we know it will do a great job out on the streets, carrying the spirit of Hunter Elementary with it all year long.

Description: GPZ-5-2025

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

Application: GPZ-5-2025

Applicant: Grow Development, LLC Location: 3801 South 6400 West

Size: 2.38 acres

Summary:

A General Plan change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and a zone change from A-2 (Agriculture, minimum lot size 2 acres) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and A (Agriculture, minimum lot size ½ acre).

Background:

Surrounding zones include R-1-8 to the north, west, and a portion of the south and R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) to the east and the remaining portion of the south. The property is surrounded by single family homes. The property includes two homes, two detached garages, and a barn. The larger home to the north was built in 1943 and the smaller home to the south was built in 1928.

The applicant is proposing to subdivide the property into a total of 8 lots. The northernmost lot would be zoned A and retain the larger home. The 7 lots to the south would be zoned R-1-8 and one of these lots would retain the smaller home. The proposal also includes a 16.5-foot wide parcel that is already zoned R-1-8. This parcel would be merged with the lot directly to the south. The overall density of the development, including the existing homes, is 3.2 units/acre.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development Submitted by: Steve Pastorik

Date: 11/13/2025



WEST VALLEY CITY, UTAH

	ORDINANCE NO.
Draft Date: 11/13/2025 Date Adopted: Effective Date:	- - -
	ENDING THE GENERAL PLAN TO SHO
LAND USE FROM LAI	RGE LOT RESIDENTIAL (2 TO 3 UNIT)

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 3801 SOUTH 6400 WEST ON 2.38 ACRES.

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

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

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-5-2025, filed by Grow Development, LLC and located at 3801 South 6400 West within West Valley City, is hereby amended by reclassifying the property from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre). Said property is more particularly described as follows:

Parcel #: 14-35-301-028

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _______, 2025.

	WEST VALLEY CITY
	MAYOR
ATTEST:	
CITY DECODDED	
CITY RECORDER	

WEST VALLEY CITY, UTAH

ORDINANCE NO.

Draft Date: <u>11/13/2025</u>		
Date Adopted:		
Effective Date:		

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A-2 (AGRICULTURE, MINIMUM LOT SIZE 2 ACRES) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) AND A (AGRICULTURE MINIMUM LOT SIZE 1/2 ACRE) FOR PROPERTY LOCATED AT 3801 SOUTH 6400 WEST ON 2.38 ACRES.

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 #GPZ-5-2025, filed by Grow Development, LLC and located at 3801 South 6400 West within West Valley City, is hereby classified from A-2 (Agriculture, minimum lot size 2 acres) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and A (Agriculture, minimum lot size ½ acre). Said property is more particularly described as follows:

A-2 to R-1-8

BEGINNING AT A POINT ON THE EASTERLY ROW LINE OF 6400 WEST STREET, SAID POINT BEING SOUTH 0°16'30" WEST, 80.00 FEET ALONG THE SECTION LINE AND SOUTH 89°43'30" EAST 33.00 FEET FROM THE FOUND WEST ½ CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°43'30" EAST, 176.41 FEET; THENCE SOUTH 0°16'30" WEST, 16.50 FEET; THENCE SOUTH 89°43'30" EAST, 137.09 FEET, TO THE WESTERLY LINE OF THE GARDEN GROVE HEIGHTS SUBDIVISION; THENCE ALONG SAID GARDEN GROVE HEIGHTS SUBDIVISION PROPERTY LINE SOUTH 0°16'30" WEST, 297.19 FEET; THENCE NORTH 89°43'30" WEST, 313.50 FEET TO THE EASTERLY ROW LINE OF 6400 WEST STREET; THENCE ALONG SAID EASTERLY ROW LINE NORTH

0°16'30" EAST, 65.00 FEET; THENCE SOUTH 89°43'30" EAST, 147.00 FEET; THENCE NORTH 0°16'30" EAST, 100.00 FEET; THENCE NORTH 89°43'30" WEST, 147.00 FEET, TO THE EASTERLY ROW LINE OF 6400 WEST STREET; THENCE ALONG SAID EASTERLY ROW LINE NORTH 0°16'30" EAST, 148.69 FEET, TO THE POINT OF BEGINNING.

A-2 to A

BEGINNING AT A POINT ON THE EASTERLY ROW LINE OF 6400 WEST STREET, SAID POINT BEING SOUTH 0°16'30" WEST, 16.50 FEET ALONG THE SECTION LINE AND SOUTH 89°43'30" EAST 33.00 FEET FROM THE FOUND WEST 1/4 CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°43'30" EAST, 313.50 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE GARDEN GROVE HEIGHTS SUBDIVISION; THENCE ALONG SAID GARDEN GROVE HEIGHTS SUBDIVISION PROPERTY LINE, SOUTH 0°16'30" WEST, 80.00 FEET; THENCE NORTH 89°43'30" WEST, 143.50 FEET; THENCE NORTH 0°16'30" EAST, 13.82 FEET; THENCE NORTH 89°43'30" WEST, 78.59 FEET; THENCE SOUTH 0°16'30" WEST, 7.58 FEET; THENCE NORTH 89°43'30" WEST, 91.41 FEET, TO THE SAID EASTERLY ROW LINE OF 6400 WEST STREET; THENCE ALONG SAID EASTERLY ROW LINE, THENCE NORTH 0°16'30" EAST, 73.76 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

CITY RECORDER

effect immediate	ly upon posting, as required by law.
DATED this day of	, 2025.
	WEST VALLEY CITY
	MAYOR

Description: Development Agreement with Grow Development, LLC

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

A resolution authorizing the City to enter into a development agreement with Grow Development LLC.

Summary:

This resolution authorizes a development agreement between the City and Grow Development, LLC to establish minimum standards for a residential development at 3801 South 6400 West.

Background:

Grow Development, LLC has submitted a General Plan/zone change application (GPZ-5-2025) on property at 3801 South 6400 West to change the General Plan from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and the zoning from A-2 (Agricultural, minimum lot size 2 acres) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and A (Agricultural, minimum lot size ½ acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

Below is a summary of the standards in the development agreement:

- The total number of new homes is capped at 6.
- The minimum, above grade square footage is set at 1,500 square feet for ramblers and 2,250 square feet for two-story homes and all new homes will include a basement.
- 3-car garages are required for each new home.
- Renderings of the homes are included along with allowed exterior materials.
- A few lot width and setback exceptions are granted.
- Off-site improvements are required along the 6400 West frontage.

Recommendation:

The Planning Commission recommends approval to the City Council.

Department: Community Development Submitted by: Steve Pastorik

Date: 11/13/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GROW DEVELOPMENT, LLC FOR APPROXIMATELY 2.44 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3801 SOUTH 6400 WEST.
WHEREAS, Grow Development, LLC (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 residential 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, APPR	OVED and MADE EFFECTIVE this	day of	, 2025.
	WEST VAL	LLEY CITY	
	MAYOR		
ATTEST:			
CITY RECORDER			

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT	AGREEMEN	NT (herein the "Agreement") is entered into this
day of	, 20	, by and between Grow Development, LLC, a
Utah limited liability company, (h	erein "Develop	oper") for the land to be included in or affected by
the project located at approximate	ly 3801 South (n 6400 West in West Valley City, Utah, and West
Valley City, a municipal corpora	tion and politic	ical subdivision of the State of Utah (herein the
"City").		

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 2.44 acres of real property located at approximately 3801 South 6400 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential 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. <u>Affected Property</u>. 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. <u>Compliance</u> with <u>City</u> <u>Design</u> and <u>Construction</u> <u>Standards</u>. 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. <u>Specific Design Conditions</u>. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B" and "C". 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. <u>No Joint Venture, Partnership or Third Party Rights</u>. 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. <u>Integration. Modification, and Entire Agreement</u>. 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. <u>Notices</u>. 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: Grow Development, LLC

Jake Hone

1265 E Fort Union Blvd., Suite 302 Cottonwood Heights, UT 84047

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. <u>Choice of Law and Venue</u>. 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. <u>Court Costs</u>. 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:
	DEVELOPER
	By:
	Its:
State of)	
County of)	
to me or proved to me on the basis of satisfact subscribed to this instrument, and affirmed the Grow Development, LLC, a Utah limited liab	at he or she is the of ility company, and that said document was signed y company by authority of its members or articles
	Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-35-301-028

BEG 1 ROD S FR W 1/4 COR OF SEC 35, T 1S, R 2W, S L M; E 346.5 FT; S 377.19 FT; W 346.5 FT; N 65 FT; E 180 FT; N 100 FT; W 180 FT; N 212.19 FT TO BEG. LESS ST. 2.38 ACRES M OR L.

Parcel #: 14-35-301-001

BEG AT NW COR OF SW 1/4 OF SEC 35, T 1S, R 2W, S L M; E 203 FT; S 16.5 FT; W 203 FT; N 16.5 FT TO BEG. LESS ST 0.06 ACRES MOR L

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of new single family detached homes shall be up to 6 homes. In addition to 6 new homes, two existing homes shall remain. No attached or multi-family housing shall be permitted.

Lot Widths

2. All lots shall meet the minimum lot width of the R-1-8 zone except for the lots for the existing homes at 3801 and 3843 South 6400 West. For the home at 3801 South 6400 West, the minimum lot width shall be 90 feet. For the home at 3843 South 6400 West, the minimum lot width shall be 65 feet.

Unit Sizes

- 3. The minimum square footage of finished, above-ground, habitable floor space for all new single story rambler homes shall be 1,500 square feet and 2,250 square feet for all new two-story homes.
- 4. All new homes shall include a basement that can be finished or unfinished.
- 5. All new homes shall include a 3-car garage with a minimum area of 600 square feet.

Setbacks

6. Lots with a depth less than 90 feet shall be allowed to have a 15-foot rear setback.

Architecture

- 7. All new homes shall be constructed substantially like the renderings in Exhibit C or other similar plans that incorporate similar characteristics including trim around windows and doors, comparable roof pitches, comparable amount of windows, variation in materials, building relief, and roofline variation. The home plans, elevations, and designs shall comply with all applicable City ordinances unless otherwise specified in this Agreement.
- 8. Exterior materials for all new homes shall be brick, stone, fiber cement siding, composite siding, or stucco. All front façades shall include at least 25% of the front material square footage as brick or stone, with the exception of homes which have 100% fiber cement/composite siding front facades (Farmhouse Elevations). Windows, doors, and garage doors shall not be included in the front material square footage when calculating the required 25% brick or stone.
- 9. All new homes shall include a covered front porch with a minimum area of 50 square feet
- 10. The minimum roof pitch for all new homes shall be 4:12.

- 11. Homes with the same Architectural Style listed in Exhibit C or color pallet shall not be built next to each other or directly across the street to avoid a repeating pattern.
- 12. No basement entrances on new homes shall be allowed in the Project until after a certificate of occupancy has been issued.

Improvements

13. The Developer shall install curb, gutter, sidewalk, and streetlights along the Property's 6400 West frontage.

EXHIBIT C

Architectural Style: Farmhouse



Architectural Style: Cottage



Architectural Style: Prairie



Architectural Style: Craftsman





Date: 10.29.2025

To: West Valley City Staff From: Grow Development

RE: General Plan Change, Rezone

Planning Staff,

Grow Development is a local private development company and we currently control approximately 2.39 acres of ground in West Valley City located at approximately 3800 S and 6400 West. Our desire is to request approval for a re-development of the property and achieve a General Plan Change and Zoning Approval approval for a new residential single-family neighborhood. Below are the specific requests for changes:

General Plan Change

Current General Plan Designation – Large Lot Residential Proposed General Plan Change – Low Density Residential (3 to 4 Units per Acre)

Reason For Requested Change – Historically the property has been used as a 3 generation family farm, since the passing of the Original Owner (grandfather) the family has not kept up the farming activities and desires to sell the property to develop into a residential neighborhood.

Rezone

Current Zoning Designation – A-2 Proposed Zoning Change

- R-1-8 for 1.86 Acres
- A for the Northern 0.53 Acres

Reason For Requested Change – Currently the property is zoned Agriculture - 2 and has been used as a 3-generation family farm. Our request is to get zoning approval for R-1-8 which is congruent with the surrounding zones of the adjacent properties. A development agreement is also proposed to ensure the Developer and the City are in agreement on the types of homes and development to take place on the property. The remaining 0.53 Acres on the northern portion of the property will be rezoned to A zoning.



Proposed Development Schedule

- General Plan Change & Zone Change = Winter 2025

- Preliminary Plat & Final Plat = Winter 2025 – Spring 2026

Horizontal Road Improvements = Summer 2026
 Initial Home Construction = Winter 2026

- First Homeowners Moving in = Spring 2027

Our goal is to take the existing property and take full advantage of the potential to develop a beautiful new residential community. As implied in our company name, we hope to Grow the neighborhood by investing in a top tier development to provide new housing options to the area. We look forward to the review of our included submittal items:

- 1. Application
- 2. Concept Plan
- 3. Draft Development Agreement

Thank you for your review and we look forward to working with West Valley City on this great development.

Jake Hone Vice President – Grow Development GPZ-5-2025 Petition by Grow Development LLC requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre), and a zone change from A-2 (Agriculture, min. lot size 2 acres) to R-1-8 (Single Unit Dwelling Residential, min. lot size 8,000 sq. ft.) and A (Agriculture, min. lot size 1/2 acre). The property is located at 3801 S 6400 W on 2.38 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

Jake Hone with Grow Development, LLC has submitted a General Plan/zone change application for a 2.4-acre parcel located at 3801 South 6400 West. The parcel is currently zoned A-2 (Agriculture, minimum lot size 2 acres) with a General Plan designation of Large Lot Residential (2 to 3 units/acre). The proposed zone is R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) for 1.87 acres and A (Agriculture, minimum lot size ½ acre) for 0.54 acres. The proposed General Plan designation is Low Density Residential (3 to 4 units/acre).

Surrounding zones include R-1-8 to the north, west, and a portion of the south and R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) to the east and the remaining portion of the south. The property is surrounded by single family homes. The property includes two homes, two detached garages, and a barn. The larger home to the north was built in 1943 and the smaller home to the south was built in 1928.

Development Proposal

The applicant is proposing to subdivide the property into a total of 8 lots. The northernmost lot would be zoned A and retain the larger home. The 7 lots to the south would be zoned R-1-8 and one of these lots would retain the smaller home. The proposal also includes a 16.5-foot wide, 0.08-acre parcel that is already zoned R-1-8. This parcel would be merged with the lot directly to the south. The overall density of the development, including the existing homes, is 3.2 units/acre.

Development Agreement

Section 7-11-213 of the Zoning Ordinance states the following: "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." To address this requirement, the applicant has submitted a development agreement proposal. Below is a summary of the items addressed in the proposal:

- 6 new homes will be built. The minimum area for the new homes will be 1,500 square feet for ramblers and 2,250 square feet for multi-levels.
- · All new homes will include a basement.
- All new homes will include 3-car garages.

- Renderings of the proposed housing are included.
- The exterior materials will be brick, stone, stucco, fiber cement, or composite materials with at least 25% of the front being brick or stone except for the Farmhouse elevation which can be 100% fiber cement/composite siding.
- All homes will include a front porch of at least 50 square feet.
- The minimum roof pitch is 4:12.
- Variation is required between homes on adjoining lots or homes directly across the street from each other.
- Basement entrances will be prohibited before a certificate of occupancy has been issued.

The following ordinance exceptions are requested:

- 1. The lot zoned A would need a width reduction from 100 feet to 90 feet.
- 2. One of the R-1-8 zoned lots (labeled Lot 7 on the concept plan) would need a width reduction from 80 feet to 65 feet.
- 3. Lots with less than 90 feet of depth would be allowed to reduce the rear yard setback from 20 feet to 15 feet. Based on the concept plan, this exception would apply to two lots (labeled Lots 3 and 4 on the concept plan).
- 4. The applicant originally requested 2-car garages, which would be an exception to the City's requirement of 3-car garages. However, after hearing the Planning Commission's concerns, the applicant has agreed to 3-car garages.

Staff Alternatives:

- 1. Approval. This application should be approved subject to a development agreement that includes the standards proposed by the applicant. In addition, staff recommends that the development agreement require curb, gutter, sidewalk, and streetlights along the 6400 West frontage.
- 2. Continuance.
- 3. Denial.

Discussion: Steve Pastorik presented the application. Commissioner Winters asked Steve about the two lots with setback exceptions. Commissioner Durfee asked if the requirement for the two-car garage was changed to three-car garages in the Staff Report. Steve confirmed it has been changed. Commissioner Durfee asked if a condition can be added to require stamped concrete in the new parking strips, to match the existing parkstrip.

Jake Hone, from Grow Development, was present. Commissioner Winters asked Jake about matching the stamped concrete parkstrip. Jake replied that he hasn't priced it out but can look into it if the Commission would like.

Robert Burke, the owner of the property, explained the history of the property and the two homes on it.

Lynn Sanderson, a resident living behind the property, asked questions about the sizing of the homes on the small lots. He feels the neighborhood doesn't appeal to buyers of large, expensive homes. He'd like to see smaller homes.

Marilynne Sanderson asked what will be going in the easement above the north lot. Steve answered that it will become part of that lot to widen the frontage.

Julieanne Mills, a resident on the NE side of this property, mentioned the easement on 6350 is an eye sore. Chair Lovato responded that that lot is not part of the application.

Jake Hone returned to address the residents' questions. The parkstrip would be grass or rock to be low-water impact. He feels the added cost of stamped concrete doesn't add value to the homes.

Commissioner Winters mentioned he thinks the two lot exceptions are reasonable.

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

UNANIMOUS—GPZ-5-2025—APPROVED

- Applicant: Grow Development LLC
- Request: General Plan change from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and a zone change from A-2 (Agriculture, min. lot size 2 acres) to R-1-8 (Single Unit Dwelling Residential, min. lot size 8,000 square feet) and A (Agriculture, min. lot size 1/2 acre).
- Location: 3801 South 6400 West on 2.38 acres.
- Staff: Steve Pastorik



3801 South 6400 West



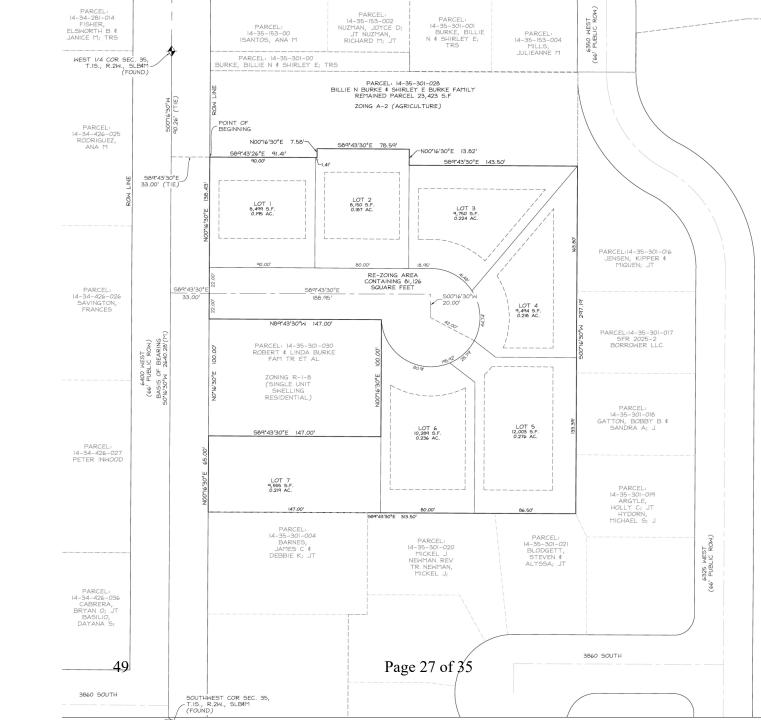


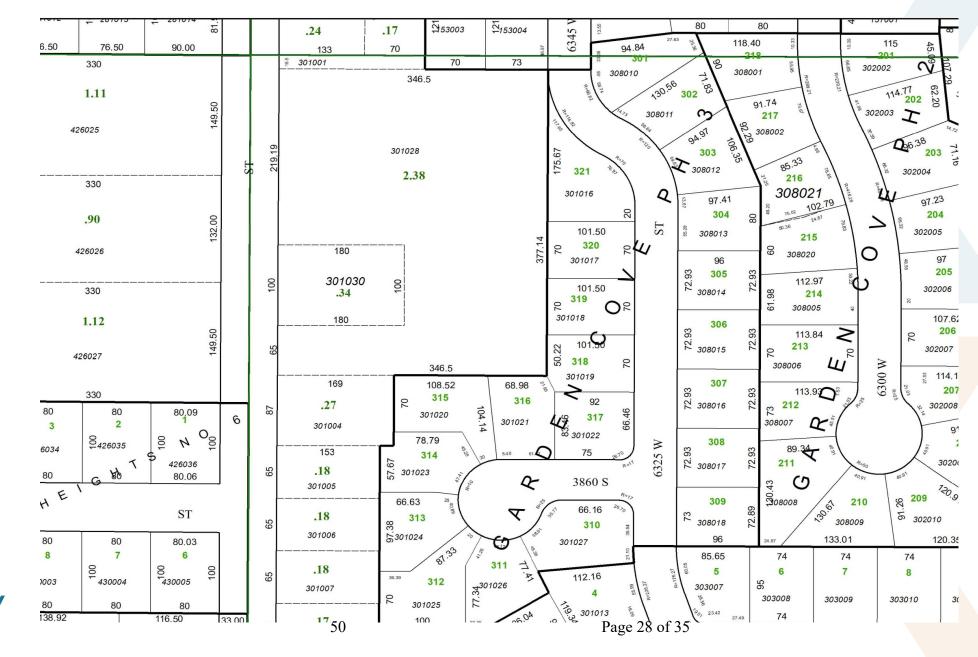
3801 South 6400 West















































Description:	Agreement with Payer Matrix			
Fiscal Impact:	N/A			
Funding Source:	Covered through Select Health budget			
Account #:	N/A			
Budget Opening Requ	uired:			

Issue

Specialty medications account for a significant share of total health plan costs, often comprising 40–60% of overall spend. Payer Matrix is Select Health Specialty Drug Advocacy program that offers a solution to reduce this financial burden by redirecting eligible specialty drug costs to external assistance programs, which can yield substantial annual savings for the plan.

Summary

Payer Matrix partners with self-funded employer health plans to manage and reduce specialty medication expenses. Their approach typically designates certain high-cost medications as "non-covered" under the plan and assists members in accessing those medications through manufacturer patient assistance programs rather than through the health plan's pharmacy benefit.

Background

Payer Matrix consists of experienced healthcare professionals who work directly with members to secure alternative funding for expensive specialty medications through manufacturers, foundations, and grant programs. In most cases, members incur little to no out-of-pocket cost once enrolled in these programs.

The city aims to mitigate rising health insurance premiums by shifting the cost of high-dollar specialty medications from Select Health to Payer Matrix. Currently, 11 specialty medications—costing the city more than \$700,000 annually—are eligible for this transition. Members would continue to receive needed therapies at minimal to no cost (typically \$0 and no more than \$25 in some cases).

Payer Matrix's compensation includes 25% of the monthly savings generated. Select Health charges an administrative fee of \$3.50 per employee per month (approximately \$25,872 annually) to set up the program and maintain the adjudication system with Payer Matrix. These fees will be paid from the city's existing self-funded health plan budget; no additional funding is requested.

Recommendation

Approve the agreement with Payer Matrix to support the city in reducing specialty medication costs and lowering out-of-pocket expenses for employees.

Department: Human Resources Submitted by: Paula Melgar Date: 11/17/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO.	
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A RESOLUTION AUTHORIZING THE EXECUTION OF TWO AGREEMENTS WITH PAYER MATRIX, LLC FOR CERTAIN HEALTH CARE ADMINISTRATION SERVICES.

WHEREAS, the City desires to contract with a provider to assist the City in reducing the cost of prescription drugs; and

WHEREAS, Payer Matrix, LLC ("Payer Matrix") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, a Medication Reimbursement Management Agreement and a Business Associate Agreement (the "Agreements") have been prepared by and between the City and Payer Matrix setting forth the terms on which said services shall be rendered; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreements are hereby approved, and that the Mayor is hereby authorized to execute said Agreements for and on behalf of West Valley City, subject to approval of the final form of said Agreements by the City Manager and the City Attorney's Office.

PASSED,	APPROVED , 2025.	and	MADE	EFFECTIVE	this	 day	0
			WES	ST VALLEY CIT	Y		
			MA	YOR			
ATTEST:							
CITY RECORDER							

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made and entered into effective the 1st day of January, 2026 (the "Effective Date"), by and between WEST VALLEY CITY, a Utah municipality with offices located at 3600 Constitution Blvd, West Valley City, UT 84119 (the "Covered Entity") its parent company, affiliates, related entities, and subsidiaries, and PAYER MATRIX, LLC, a Delaware limited liability company, with offices located at 1400 N. Providence Road, Building 2, Suite 5000, Media, PA 19063 (the "Business Associate"). Covered Entity and Business Associate are at times referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Covered Entity and Business Associate have an existing relationship under which Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below), in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity, which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below), including the amendments to such rules contained in the HITECH Act (defined below).

WHEREAS, Business Associate will create, store, access, receive, maintain, and/or transmit certain Protected Health Information, on behalf of Covered Entity, that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

- 1. <u>Definitions</u>. Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to the terms in the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act")), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations ("C.F.R.") at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively, "HIPAA"). In addition, the following terms shall have the following meanings:
- 1.1 "*Breach*" means the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.
- 1.2 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as "Business Associate" above and its affiliates.
- 1.3 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean the entity identified as Covered Entity above.
 - 1.4 "Electronic Health Record" means an electronic record of health-related

information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.5 "*Electronic Protected Health Information*" shall mean individually identifiable health information that is transmitted or maintained by electronic media as described in HIPAA.
 - 1.6 "*HHS*" shall mean the U.S. Department of Health and Human Services.
- 1.7 "*Individual*" shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term "individual" is defined in HIPAA, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).
- 1.8 "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164.
- 1.9 "*Protected Health Information*" shall have the same meaning as the term "protected health information" as described in HIPAA, limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- 1.10 "*Required By Law*" shall have the same meaning as the term "required by law" in HIPAA.
 - 1.11 "Secretary" shall mean the Secretary of HHS or his or her designee.
- 1.12 "Security Incident" shall have the same meaning as the term "Security incident" as defined in 45 C.F.R. 164.304.
- 1.13 "Security Rule" shall mean the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160, 162 and 164.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "Unsecured protected health information" as defined in Section 13402 of the HITECH Act and 45 C.F.R. 164.402.

2. Permitted Uses and Disclosures by Business Associate.

- 2.1 <u>General Uses and Disclosures</u>. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity (the "*Services*"), if such use or disclosure by Business Associate complies with the Privacy Rule's minimum necessary policies and procedures required of Covered Entity (and/or Business Associate), and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity (and/or Business Associate).
- 2.2 <u>Limits On Uses And Disclosures</u>. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information that it creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity for any purpose other than

as expressly permitted or required (i) to perform the Services, (ii) by this Agreement or (iii) as Required by Law.

- 2.3 <u>Disclosure For Management, Administration and Legal Responsibilities.</u> Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:
 - i. The disclosure is Required by Law; or
- ii. Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will remain confidential and be used or further disclosed only as Required by Law or for the specific purpose for which it was disclosed to the person, and (ii) they will notify Business Associate within thirty (30) days of the date of any Breach with respect to Unsecured Protected Health Information (or any other Security Incident or Breach with respect to Protected Health Information) received from Business Associate.
- 2.4 <u>Data Aggregation Services</u>. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide "Data Aggregation Services" (as defined by 45 C.F.R. 164.501) relating to the operations of the Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

3. **Prohibited Uses and Disclosures**. Business Associate shall not:

- i. Make or cause to be made any marketing communication about a product or service that is prohibited by Section 13406(a) of the HITECH Act;
- ii. Make or cause to be made any written fundraising communication that is prohibited by Section 13406(b) of the HITECH Act;
- iii. Disclose Protected Health Information to a health plan for payment or health care operations (as defined under the Privacy Rule) purposes if Covered Entity has advised Business Associate (or the Individual has notified Business Associate directly) that the Individual, or someone other than the health plan on behalf of the Individual, has (i) requested this special restriction, and (ii) paid out-of-pocket in full for the health care item or service to which the Protected Health Information solely relates, in accordance with Section 13405(a) of the HITECH Act; or
- iv. Directly or indirectly receive remuneration in exchange for Protected Health Information created, stored, accessed, received, maintained, or transmitted in connection with Business Associate's relationship with Covered Entity in accordance with Section 13405(d) of the HITECH Act, except as otherwise permitted by the HITECH Act; provided, however, that this prohibition shall not affect payment by Covered Entity to Business Associate.

4. **Business Associate Obligations**.

4.1 <u>Appropriate Safeguards</u>. Business Associate will establish and maintain

reasonable and appropriate administrative, physical and technical safeguards to:

- i. Prevent the use or disclosure of the Protected Health Information, other than as such use or disclosure is permitted by this Agreement or to perform the Services; and
- ii. Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity.
- 4.2 <u>Security Rule</u>. Business Associate shall comply with the applicable policies and procedures and documentation requirements of the Security Rule set forth in 45 C.F.R. 164.308, 45 C.F.R 164.310, 45 C.F.R 164.312 and 45 C.F.R 164.316 as required by Section 13401(a) of the HITECH Act.
- 4.3 <u>Reports of Improper Use, Disclosure or Security Incidents</u>. Business Associate hereby agrees that it shall report to Covered Entity, in a reasonable time and manner, any:
- i. Use or disclosure of Protected Health Information not provided for or allowed by this Agreement; and
- ii. Security Incidents that Business Associate becomes aware of that involve the Electronic Protected Health Information covered under this Agreement.
 - 4.4 <u>Subcontractors and Agents</u>. Business Associate will:
- i. Ensure that any agents and subcontractors to whom Business Associate provides Protected Health Information that Business Associate has created, stored, accessed, received, maintained, or transmitted on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate in this Agreement; and
- ii. Notify Covered Entity in writing of any such agents and subcontractors to whom Business Associate discloses or otherwise provides such Protected Health Information.
- 4.5 Right of Access to Protected Health Information. Except as otherwise limited in this Agreement, Business Associate hereby agrees to provide, in a reasonable time and manner, access to Protected Health Information in a Designated Record Set (if applicable and as defined in HIPAA) to Covered Entity or, as directed by Covered Entity, to an Individual or Individual's designee in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill Covered Entity's obligations under the HITECH Act.
- 4.6 <u>Amendments to Protected Health Information</u>. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set, if applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner. If any Individual requests an amendment of Protected Health Information directly from Business Associate (or Business

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Associate's subcontractors or agents), Business Associate will notify Covered Entity immediately following the request. Any approval or denial of amendment of Protected Health Information maintained by Business Associate (or Business Associate's subcontractors or agents) shall be the responsibility of Covered Entity.

- 4.7 <u>Access to Books and Records</u>. Except as otherwise limited in this Agreement, Business Associate agrees to make its internal policies, procedures, practices, books and records relating to the use, disclosure and safeguarding of Protected Health Information created, stored, accessed, received, maintained, or transmittedby Business Associate on behalf of Covered Entity, available to the Secretary or Covered Entity, in a reasonable time and manner, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
- 4.8 <u>Documentation of Disclosures</u>. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- 4.9 <u>Provide Accounting of Disclosures</u>. Except as otherwise limited in this Agreement, Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with <u>Section 4.8</u> of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528 and, if applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to Business Associate (or Business Associate's subcontractors or agents), Business Associate shall forward a copy of the request to Covered Entity immediately. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.
- 4.10 <u>Mitigation Procedures</u>. Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 4.11 <u>Notification of Breach</u>. Except as otherwise provided under the HITECH Act, Business Associate agrees to notify Covered Entity immediately following the date of discovery of a Breach of Unsecured Protected Health Information as follows:
- i. A Breach shall be deemed discovered by Business Associate when Business Associate actually knows of the Breach or, by exercising reasonable diligence, would have known of the Breach; and
- ii. The notification required by this <u>Section 4.11</u> shall be made in accordance with <u>Section 14</u> and shall include, to the extent possible, (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, (ii) a brief description of what happened, including the date of the Breach and the date of the Business Associate's discovery of the Breach, if known, (iii) a description of the types of Unsecured

Protected Health Information involved in the Breach, (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach, (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches, and (vi) contact procedures for affected Individuals, which shall include a toll-free telephone number, an e-mail address, web site, and postal address.

5. Covered Entity Obligations.

- 5.1 <u>Provide Notice</u>. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice, in a reasonable time and manner, when such copy of the notice or amended notice is required for compliance with the Privacy Rule.
- 5.2 <u>Obtain Authorization</u>. Covered Entity shall obtain any consent or authorization from Individuals that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the Protected Health Information.
- 5.3 <u>Provide Changes of Authorization or Permission</u>. Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- 5.4 <u>Provide Restrictions</u>. Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of Protected Health Information changing Business Associate's obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
- 5.5 <u>Permissible Requests by Covered Entity</u>. Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule or this Agreement if done by Covered Entity.
- 6. <u>Term.</u> The term of this Agreement shall commence as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in compliance with Section 9 of this Agreement.

7. <u>Termination for Cause</u>.

7.1 <u>By Covered Entity</u>. In accordance with Section 13404 of the HITECH Act, if Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation within 30 business days from the date Business Associate receives the written notice from Covered Entity. If Business Associate does not cure the breach or end the violation within the stated cure period, Covered Entity may

immediately terminate this Agreement and the underlying services agreement. In addition, Covered Entity may terminate this Agreement immediately without opportunity for cure if Covered Entity and Business Associate agree that cure is not reasonably possible or if Covered Entity deems such immediate termination to be appropriate under the circumstances.

- Act, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation within 30 business days from the date Covered Entity receives the written notice from Business Associate. If Covered Entity does not cure the breach or end the violation within the stated cure period, Business Associate may immediately terminate this Agreement and the underlying services agreement. In addition, Business Associate may terminate this Agreement immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible or if Business Associate deems such immediate termination to be appropriate under the circumstances.
- 8. <u>Special Termination</u>. In the event that any federal, state or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement and, in such event, Business Associate shall discontinue services for Covered Entity.

9. **Effect of Termination**.

- 9.1 Return of Protected Health Information. Except as otherwise limited in this Agreement, and except as provided in Section 9.2 of this Agreement, upon termination of this Agreement for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity or destroy such Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information, except as permitted by Section 9.2 of this Agreement.
- 9.2 <u>Retention of Protected Health Information</u>. Except as otherwise limited in this Agreement, in the event that Business Associate determines that returning or destroying the Protected Health Information in accordance with <u>Section 9.1</u> of this Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains such Protected Health Information.

- 10. <u>Indemnification</u>. Except as otherwise limited in this Agreement, the parties agree that they shall mutually indemnify and hold harmless each other against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred in defending or compromising actions brought against them arising out of or related to their or their employees' acts or omissions in connection with their negligent or fraudulent performance of their applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to indemnifying party.
- 11. <u>Survival of Obligations</u>. Except as otherwise limited in this Agreement, termination of this Agreement shall not relieve either Party from fulfilling any obligation under this Agreement, including but not limited to, Sections 9 and 10 hereof, or any other agreement between the Parties that, at the time of termination, has already accrued to the other Party or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.
- 12. <u>Governing Law</u>. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without reference to the conflict of laws principles of any other jurisdiction.
- 13. <u>Binding Nature and Assignment</u>. This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered in person, by an overnight express delivery service (e.g., Federal Express) or by registered or certified mail (postage prepaid, return receipt requested) to the other party at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to Covered Entity: West Valley City

3600 Constitution Blvd West Valley City, UT 84119

Attention: John Flores, Assistant City Manager

If to Business Associate: Payer Matrix, LLC

1400 N. Providence Road Building 2, Suite 5000 Media, PA 19063

Attention: Jennifer Hoefner, RPh., CEO

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective upon the earliest of (a) when delivered in hand to the party to which directed, (b) if sent by first-class mail postage prepaid and properly addressed as set forth above, at the time when received by the addressee, and receipt has been confirmed, (c) if sent by overnight express delivery service, the next succeeding day after being sent, provided that receipt has been acknowledged by such service, or (d) with respect to delivery by certified mail,

return receipt requested, when delivery thereof, properly addressed as set forth above, is made by the U.S. Postal Service.

- 15. <u>Cooperation</u>. Both Business Associate and Covered Entity acknowledge that mutual cooperation and assistance is essential to each Party's performance under this Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.
- 16. <u>Headings</u>. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.
- 17. **Force Majeure.** Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance that results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either Party, and such nonperformance shall not be grounds for termination.
- 18. Attorney's Fees. Except as otherwise limited in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and the other costs incurred in that action or proceeding.
- 19. <u>Regulatory References</u>. A reference in this Agreement to a section in the Privacy Rule and/or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- 20. <u>Third Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 21. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which alone and all of which together shall constitute one and the same instrument. The signature of a Party set forth on a counterpart hereof and transmitted by facsimile or other electronic transmission (including by email in portable document format (pdf) to the other parties shall be of the same force and effect as if the executing Party had delivered a counterpart bearing an original signature.
- 22. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable

provision as may be possible.

- 23. <u>Waivers</u>. The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance.
- 24. <u>Relationship</u>. Business Associate is acting as an independent contractor of Covered Entity with respect to this Agreement. Nothing in this Agreement shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the Parties.
- 25. <u>Amendment</u>. Except as otherwise limited in this Agreement, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA and the HITECH Act. No changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment by the Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such discharge is sought to be enforced.
- 26. <u>Interpretation</u>. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, effective as of the Effective Date.

BUSINESS ASSOCIATE:	COVERED ENTITY:		
PAYER MATRIX, LLC	WEST VALLEY CITY		
By: Jennifer Hoefner, RPh., CEO	By: MAYOR		
	ATTEST: CITY RECORDER Approved as to form 11/3/2025 10 Brandon Hill		

MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT

THIS MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT (the "Agreement"), made and entered into effective the 1st day of January, 2026 ("Effective Date"), by and between PAYER MATRIX, LLC, a Delaware limited liability company with business offices located at 1400 N. Providence Road, Building 2, Suite 5000, Media, PA 19063 ("Company") and WEST VALLEY CITY, a Utah municipality with offices located at 3600 Constitution Blvd, West Valley City, UT 84119 ("Client").

BACKGROUND

WHEREAS, Company offers patient advocacy to plan sponsors to assist their participants in accessing cost containment programs for prescription drugs and other services; and

WHEREAS, Client desires to engage the Company to make available its services to Client's plan sponsors and plan participants; and

WHEREAS, Client and Company are willing to establish a business relationship on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

TERMS AND CONDITIONS

- 1. <u>Scope of Services</u>. Company shall provide certain drug or medication management services on behalf of Client and its prescription drug plan sponsors and plan participants as more specifically described in <u>Schedule A</u> hereof which is incorporated by reference herein and made a part of this Agreement (the "Services").
- 2. <u>Obligations of Client</u>. Client shall be obligated to provide the services and/or perform the duties set forth on <u>Schedule B</u> hereof which is incorporated by reference herein and made a part of this Agreement (the "Obligations").
- 3. <u>Payment</u>. Client shall pay Company for the Services performed at the rates specified in <u>Schedule C</u>. Company shall submit monthly invoices to Client for Services performed during the month. Client shall make payment of all undisputed invoices as provided in <u>Schedule C</u>. The parties agree that the compensation provided herein is consistent with fair market value in arm's length transactions.

4. Term and Termination.

4.1 The initial term of this Agreement shall be for a period of three (3) years from the Effective Date, and thereafter the term shall automatically renew for consecutive one (1) year terms unless either party, upon sixty (60) days written notice prior to the end of the then

current term, informs the other party of its intention to terminate the Agreement at the end of the current term.

- 4.2 Either party shall have the right to terminate this Agreement at any time, without cause, upon sixty (60) days written notice. After the termination date, Company shall have the right to continue to bill for Services for any patient financial assistance program that was initiated during the term of the agreement. Company may bill for these Services through the term/expiration of the patient financial assistance program or the end of the calendar year, whichever occurs last. Company will cooperate on a reasonable basis to facilitate a smooth transition of the Services to the Client or to another person or entity designated by the Client. Company shall be entitled to its fees for all Services performed by the Company. The Business Associate Agreement will remain in force while remaining patient financial assistance programs are expiring during the continuum of Services. Company will provide Client a list of patient financial assistance programs in place and their expiration date prior to the termination date.
- 4.3 Either party may give the other party written notice of a material default of this Agreement. If the defaulting party has not cured the default within thirty (30) days from the date such notice is sent, the Agreement may be terminated immediately at the option of the non-defaulting party upon written notice to the breaching party.
- 4.4 Either party may terminate this Agreement, effective immediately upon the giving of written notice, if the other party (i) suspends or discontinues its business operations; (ii) files or has filed against it a petition in bankruptcy which is not dismissed within sixty (60) days of filing, or is adjudicated bankrupt; (iii) makes a general assignment for the benefit of its creditors; or (iv) voluntarily or involuntarily dissolves or has a receiver, trustee, or other court officer appointed with respect to its property which is not dismissed within sixty (60) days of appointment.

5. <u>Confidentiality</u>.

- 5.1 Both parties mutually recognize and acknowledge that all business information, participant information, proprietary files, records, analyses, compilations, studies or opinions, financial statements, customer lists, lists of business acquaintances, processes, techniques, services, intellectual property, programming, techniques of application, concepts, purchasing, accounting, marketing, selling, recording of any activity disclosed to each other in connection with Company's performance under this Agreement are confidential information. Both parties shall keep in strict secrecy and confidence all information that each party assimilated or obtained or to which either party had access during the term of this Agreement for any reason or purpose without the prior written consent of the other party. These terms and conditions shall survive the termination of this Agreement.
- 5.2 Each party shall keep confidential all information relating to billing and financial information with respect to the Client, except to the extent reasonably needed to facilitate the Services to be rendered under this Agreement or as required by law.
 - 5.3 Each party shall comply with all applicable federal and state statutes,

regulations, and rules relating to privacy and confidentiality of protected health information.

- 5.4 Each party shall be relieved of all obligations under Section 5.1 regarding Confidential Information which: (i) was known to receiving party prior to receipt hereunder as set forth in written records, (ii) at the time of disclosure to receiving party was generally available to the public, or which after disclosure hereunder, becomes generally available to the public through no fault of the receiving party, or (iii) is hereafter made available to receiving party from any third-party having a right to do so, or (iv) is required by law, regulation, subpoena, or judicial or governmental order to be disclosed, provided the receiving party shall notify the disclosing party prior to any such disclosure to permit disclosing party to oppose such disclosure by appropriate legal action.
- 5.5 Nothing herein shall be construed as giving receiving party any license, right, title, interest in or ownership of the Confidential Information. Upon request by a disclosing party, after termination of the Agreement or upon the completion of all Services required by the Agreement, receiving party shall return the Confidential Information to the disclosing party, provided however that if such Confidential Information is stored in back-up systems by such receiving party that is not readily accessible for return or deletion, such receiving party may maintain one copy in such database for which the confidentiality obligations hereunder shall continue regardless of expiration or termination of this Agreement.
- 6. <u>Compliance with Laws</u>. Each party agrees to perform its obligations hereunder in compliance with all then applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as amended ("HIPAA") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Attached hereto as <u>Schedule D</u> is Company's compliance with the notice requirement set forth in Section 408(b)(2) of ERISA. Company shall promptly make any changes to the Services necessary to comply with any changes in any federal (e.g. HIPAA), state, or local laws, rules, or regulations at no additional charge to Client, and Client agrees to fully cooperate with Company with respect to the preparation and execution of any amendments to this Agreement as may be required as result of a change in any federal (e.g. HIPAA), state, or local laws, rules, or regulations.
- 7. <u>HIPAA Compliance</u>. In connection with the provision of the Services provided hereunder, Company may have access to certain protected health information as defined by HIPAA. Company agrees to execute and comply with the HIPAA Business Associate Agreement attached hereto as <u>Exhibit A</u>, which is hereby incorporated by reference. This Section 7 shall survive the termination of this Agreement.

8. Debarment/Other Sanctions.

8.1 Company hereby certifies that it has never been debarred or sanctioned with respect to conduct involving a Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7b(f)), including, but not limited to, the federal Medicare or a state Medicaid program, or debarred, suspended, excluded, or otherwise declared ineligible from any Federal agency or program. In the event that during the term of the Agreement the Company (i) becomes debarred,

suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, or (ii) receives notice of an action or threat of an action with respect to a debarment, suspension, exclusion, sanction, or ineligibility, Company agrees to immediately notify Client of such occurrence. Company also agrees that in the event that it becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, it shall immediately cease providing any and all Services required to be performed pursuant to the Agreement.

8.2 Company hereby certifies that it has not and will not use in any capacity the services of any individual, corporation, partnership or association which is listed on the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs. In the event that Company becomes aware of the debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program, or threatened debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program of any individual, corporation, partnership or association providing services to Company which directly or indirectly relate to the Services performed by Company pursuant to the Agreement, Company shall notify Client immediately and shall terminate its relationship with said individual, corporation, partnership or association. Upon the receipt of such notice by Client or if Client otherwise becomes aware of such debarment, suspension, exclusion, sanction or ineligibility, Client shall have the right to terminate this Agreement pursuant to the provisions of Section 4.

9. <u>Independent Contractor Status</u>.

- 9.1 It is understood and agreed that the Services of Company have been and will be rendered as an independent contractor and not as an employee, agent, or representative of Client. In this regard, neither Company nor any of its employees or agents shall be deemed for purposes of this Agreement to be employed by Client for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and Company will file all forms and pay all taxes and other amounts required of an independent contractor.
- 9.2 Company shall have complete control over its method of providing Services, subject to the requirements of this Agreement and applicable law. Client will not exercise direct or implied authority over Company in its work nor shall it have supervisory power over Company or any of its employees or agents, other than to assure Company's adherence to the terms of this Agreement. Neither party shall have any responsibility for, or liability as a result of, any action, inaction, error or omission by the other.
- 10. <u>Insurance</u>. Each party will maintain, for the duration of this Agreement, appropriate insurance, from a reputable insurer in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries, that it reasonably believes will be adequate to cover its obligations hereunder. Upon request, each party will provide to the other party a certificate of insurance showing that such insurance is in place. If self-insured, a party

will supply a document stating that all insurance required under this Agreement is in force, such certification or documentation shall indicate any deductible and/or self-insured retention.

11. Indemnification.

- 11.1 Company agrees to indemnify and hold Client, its trustees, administrators, officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Company, its officers, directors, employees and agents under the Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Client.
- 11.2 Client agrees to indemnify and hold Company, its officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Client, its trustees, administrators, officers, directors, employees and agents under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Company.
- 11.3 Any party seeking indemnification pursuant to this Section 11 (the "Indemnitee") shall notify the party from whom indemnification is sought (the "Indemnitor") of Indemnitee's notice of any claim, proceeding or investigation. Such notice shall (i) be in writing, (ii) be delivered to Indemnitor within ten (10) days of the date Indemnitee receives notice of such claim, proceeding or investigation, and (iii) indicate the nature and basis of the claim, proceeding or investigation. The Indemnitee shall cooperate in the defense of such claim, proceeding or investigation, subject to reimbursement by the Indemnitor for all reasonable out-of-pocket expenses. The indemnification set forth in Sections 11.1 and 11.2 shall include amounts paid in settlement; provided, however, that no such settlement shall be entered into without the consent of each party, which consent shall not be unreasonably withheld.
- 12. <u>Limitation of Damages</u>. Neither party shall be liable for consequential or punitive damages whatsoever (including, without limitation, special, incidental, or indirect damages, whether for personal injury, loss of profits or compensation, business interruption or otherwise), in arbitration or in a court, whether or not foreseeable, except for a default of the Confidentiality provisions of Section 5 hereof, which shall permit either party to seek any and all legal or equitable remedies, including injunctive relief.
- 13. <u>Access to Records.</u> Until the expiration of six (6) years after the furnishing of the Services provided under this Agreement, both Company and Client will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of cost of the Services.
- 14. <u>Arbitration</u>. In the event of a dispute between the parties regarding this Agreement, the parties shall first attempt to resolve such dispute through amicable discussion. In the event the parties are unable to resolve such dispute through discussion, the parties shall

proceed to binding arbitration within thirty (30) days or longer if the parties mutually agree, and such arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Procedures. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration and it shall be enforceable by any court of competent jurisdiction. The fees charged by the American Arbitration Association and by the arbitrator shall be divided equally by the parties. All other expenses related to the arbitration shall be borne by the party that incurs the expense.

15. Force Majeure. Each party shall be excused from performance under this Agreement (except with respect to the payment of monies) for any period and to the extent that it is prevented from performing any action, in whole or in part, as a result of delays beyond its reasonable control caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including without limitation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. Such nonperformance shall not be a default or a ground for termination of this Agreement. Each party shall endeavor to promptly remedy the cause of any such nonperformance.

16. General Provisions.

- 16.1 This Agreement shall constitute the entire agreement of the parties hereto as of the Effective Date. It may not be changed orally, but only by agreement in writing signed by both parties.
- 16.2 All parties to this Agreement specifically agree to act in good faith in interpreting this Agreement and in carrying out their respective duties and obligations hereunder.
- 16.3 Because each party has participated fully in the drafting and preparation of this Agreement, the Agreement shall not be construed more strongly against either party.
- 16.4 Unless otherwise expressly provided in this Agreement, all rights, obligations and other terms and conditions specifically stated in this Agreement shall survive the execution of this Agreement.
- 16.5 If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.6 This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign its rights or delegate its rights or delegate its material obligations under this Agreement without the prior written consent of the other party.
- 16.7 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when actually delivered; (ii) by overnight courier, upon written verification of receipt; or (iii) by

certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

- 16.8 This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Delaware.
- 16.9 If a party hereto waives any term, provision or the other party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by that party. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by either party.
- 16.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic transmission of documents in "pdf" or other electronic format constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of originals for all purposes. Signatures of the parties transmitted by electronic transmission of documents in "pdf" or other electronic format will be construed as the parties' original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the above-mentioned day and year.

COMPANY:	CLIENT:
PAYER MATRIX, LLC	WEST VALLEY CITY
By: Name: Jennifer Hoefner, RPh. Title: CEO	By:
	Attest:CITY RECORDER
	Approved as to form 11/3/2025 Brandon Hill

SCHEDULE A

Program Description and Scope of Services

1. <u>Program Description</u>.

- (a) Company offers certain services which address prescription drug costs by dealing directly with the financial assistance programs offered by manufacturers and accessing various grant programs and other related services (the "Program").
- (b) Company offers certain services by which it will facilitate processing of the prescription through a third-party adjudication platform.
- 2. <u>Scope of Services</u>. The Company shall provide the Services as described below to Client's plan participants who have elected the Services and are identified by Client to be eligible for prescription drug benefits (each a "Program Enrollee" and collectively, "Program Enrollees"). The Services shall include:
- (i) providing enhanced reimbursement services for certain prescription drug products that require (a) a difficult or unusual process of administration to Program Enrollees, (b) mandated Risk Evaluation and Mitigation Strategy ("REMS"), (c) enhanced data collection efforts, (d) patient management services that are enhanced beyond the normal practice of pharmacy, (e) products used in the treatment of rare diseases, (f) specific patient training or side effect management, and (g) may cost greater than \$670 per 30-day supply (collectively, "Prescription Drugs");
- (ii) facilitating the initial and on-going enrollment of Program Enrollees in cost containment programs with active prescription orders for Prescription Drugs listed on the Prescription Drug List ("PDL");
- (iii) confirming shipment and receipt of prescriptions for Prescription Drugs listed on the PDL provided to Program Enrollees under the Program;
- (iv) providing instructions to specified pharmacy(s), as designated by financial assistance programs, to coordinate cost containment program prescription dispensing on behalf of Program Enrollees;
- (v) providing sufficient information to Client to support reconciliation of fees, including the provision of (a) Program Enrollee utilization activity, (b) plan, cost containment, and Program Enrollee payment values, and (c) Cost Avoidance;
- (vi) engaging with Client's vendors, PBM, and Program Enrollees in coordination with Client to resolve issues that may affect Program Enrollees' access to Prescription Drugs; and
- (vii) providing recommendations to Client thirty (30) days prior to each calendar quarter for additions and deletions of Prescription Drugs on the PDL.

SCHEDULE B

Client Obligations

Client shall be responsible for complying with the following obligations and/or contractual responsibilities:

- Prior to the commencement of Services, Client will undertake actions to establish that Client's plan design adheres to the needs of the Program and shall provide notification to its plan participants consistent with the notice requirements under its plan documents and all applicable laws and regulations governing Client's plans, informing its participants of the change in medications benefits.
- Client will provide Company with eligibility files prior to commencement of Services and thereafter on an on-going basis as required for Company to adequately perform Services.
- Client or its contracted claim manager will provide Company with electronic rejected claims files from the pharmacy benefit manager on a daily basis.
- Prior to the commencement of Services, Client will designate a point of contact and contact information for such designated person for administrative purposes, including but not limited to overseeing override requests as well as addressing any other issues arising from the provision of Services hereunder.
- Client agrees to make available to Company all records necessary for performing the Services hereunder. The Client will communicate with Company, in a timely manner, as reasonably necessary for Company to perform the Services hereunder, provided that all such communications between the parties will be in writing.
- In the event of a disputed invoice, Client shall notify Company within twenty (20) days of receipt of invoice that it disputes the accuracy or appropriateness of such invoice and specify the particular respects in which such invoice is inaccurate or inappropriate. Client shall pay for all undisputed items and any remaining disputed items shall be resolved in a timely and efficient manner. The Parties agree that meetings shall be convened between the appropriate Client and Company personnel to resolve disputes, and if no resolution has been reached within fifteen (15) days of notification, a meeting will be scheduled between senior management of both Parties. If disputes cannot be resolved within thirty (30) days, the Parties will be bound by the provisions set forth in Section 14.

SCHEDULE C

Fee Schedule

1. Calculation of Cost Avoidance Fee.

Company, in consideration for Company providing the Services, shall receive a payment ("Cost Avoidance Fee") equal to twenty-five percent (25%) of the Cost Avoidance (as defined below) amount to Client for drugs sourced through financial assistance programs.

Notwithstanding the above, the Cost Avoidance Fee for any individual participant of the Client for each Drug may not exceed Seventy-Five Thousand (\$75,000) Dollars per calendar year.

Company, in consideration of providing the Services set forth in 1(b) of Schedule A, will issue an invoice to Client for any prescription processed by the third-party adjudication platform, known as the Passthrough Fee.

Company will receive a Cost Avoidance Fee equal to ten percent (10%) for any other non-financial assistance vendor programs.

2. <u>Payment of Compensation</u>.

Cost Avoidance Fee payments shall be due and payable monthly, for the previous months' Cost Avoidance. Each month is based upon the calendar month. Payments shall be due and payable thirty (30) days after the invoice date. Cost Avoidance Fee payments shall begin at the close of the monthly period in which the Services were first rendered by the Company to Client's participants under the Program. Any payment not paid by Client to the Company within thirty (30) days shall bear interest of 1.5% per month of any amounts due.

Passthrough Fee shall be due and payable fifteen (15) days after the invoice date.

3. Definitions.

For purposes of this <u>Schedule C</u>, the following definitions apply:

- (i) "Cost Avoidance" is defined as the Net Avoidance Amount per prescription fill of Prescription Drugs (as defined in <u>Schedule A</u>), on a monthly basis.
- (ii) "Net Avoidance Amount" is calculated by subtracting the First Data Bank Average Wholesale Price per prescription of Prescription Drugs less twenty-one percent (21%).
- (iii) "Passthrough Fee" is the amount due for prescriptions processed through the third-party adjudication platform.

SCHEDULE D

Company Guide to Services and Compensation

This Notice is a guide to important information that you should consider in connection with the services to be provided by Payer Matrix, LLC ("Company") under the Medication Reimbursement Management Agreement (the "Agreement").

For background, the Employee Retirement Income Security Act of 1974, as amended ("ERISA") imposes various duties and responsibilities on plan sponsors and fiduciaries of employersponsored benefit plans. As part of those duties and responsibilities, plan fiduciaries should consider fees and expenses, among other things, when selecting brokers or consultants that provide services to the plan in order to determine the reasonableness of the arrangement and qualify for the statutory prohibited transaction exemption found at Section 408(b)(2) of ERISA.

Company is providing this Notice to the responsible plan fiduciary of the plan that is the subject of this Agreement. This Notice is intended to meet the requirements of Section 408(b)(2) of ERISA (as amended by the Consolidated Appropriations Act, 2021), to inform you of the services and compensation that Company, in the capacity of a covered service provider, will expect to receive for providing its services under the Agreement.

Should you have any questions concerning this Notice or our services or compensation in general, please contact Jennifer Hoefner, CEO at Jennifer. Hoefner@payermatrix.com.

Information	Location
A description of the services that Company	[Schedule A of the Agreement.]
will provide to your plan.	
A statement concerning the services that	Not applicable because Company is not a
Company will provide as a fiduciary to your	fiduciary to your plan.
plan.	
Compensation Company will receive from	[Schedule C of the Agreement.]
your plan.	
Compensation Company will receive from	Not applicable because Company does not
other parties that are not related to your plan	receive any Indirect Compensation.
("Indirect Compensation").	
Compensation that will be shared with	Not applicable because Company does not
Company's affiliates or subcontractors.	share any compensation with its affiliates or
	subcontractors.
Compensation Company will receive if you	Not applicable because Company does not
terminate the Agreement and how any prepaid	receive any compensation in connection with
amounts will be calculated and refunded upon	the termination of the Agreement and does not
termination.	receive any prepaid amounts.

EXHIBIT "A"



Payer Matrix

- Specialty medications account for 40–60% of total health plan costs.
- Payer Matrix is Select Health Specialty Drug Advocacy program that offers a strategy to reduce these expenses by shifting eligible specialty drug costs to external assistance programs.
- This approach can generate substantial annual savings for the city.



How It Works

- Payer Matrix partners with self-funded employer health plans to manage specialty drug spending.
- Members receive support to obtain these medications through manufacturer patient assistance programs rather than the plan's pharmacy benefit.



Services Provided

- Payer Matrix is staffed by healthcare professionals who work directly with members.
- They help members secure alternative funding through manufacturers, foundations, and grants.
- Most members pay little to no out-of-pocket cost once enrolled.



Controlling City & Member Savings

- The city seeks to control rising health insurance premiums by shifting high-cost specialty medications from Select Health to Payer Matrix.
- Currently there are 11 specialty medications (totaling \$700K+ annually) that are eligible for transition.
- Members would continue receiving these medications at minimal or no cost (typically \$0; up to \$25 in limited cases).



Program Costs

- Payer Matrix compensation includes a 25% of monthly savings generated, and
- Select Health charges a \$3.50 PEPM administrative fee (≈ \$25,872 annually, based on 616 enrolled employees) to set up the program and maintain the adjudication system with Payer Matrix.
- Costs are covered within the city's existing self-funded health plan budget.
- No additional funds requested.



Recommendation

- Approve the agreement with Payer Matrix to reduce specialty medication costs.
- Help control rising health insurance premium costs.
- Program will also reduce employees' out-of-pocket expenses.



Questions?







Description:

Fiscal Impact: \$84,733.00

Funding Source: Ambulance Service Account

Account #: 66-6625-740-00000-0000

Budget Opening Required:

X

Issue:

A resolution authorizing the purchase and upfit of 1 new squad unit fleet vehicles. The new medical squad will assist with growing call volumes in the east part of the city. The smaller vehicle will allow us to save usage on larger apparatus and also assist with personnel in the area.

Summary:

This resolution authorizes the purchase and upfitting of 1 new vehicle from Young Ford and various vendors for the upfitting.

Background:

In an effort to assist with the growing call volumes in the east part of our city and to reduce some wear and tear, and to reduce fuel costs, on the larger fire apparatus the fire department would like to implement a pilot program, whereas the squad would respond to some low acuity calls with an ambulance in place of heavy apparatus going out on every call. The squad would also be able to respond to fire and other incidents with our city. The squad unit would be a red Ford F-350 crew cab. The unit would be striped and lettered to match the ambulances and fire truck. The truck would be equipped with a metal shell that can be accessed from both sides as well as the back. It will have a bed slide will house turnout and SCBA. The sides of the shell and half of the rear cab of the truck will be filled with medical equipment and supplies. The program will be successful in saving the city money by reducing fuel and maintenance costs and prolonging the life of the larger apparatus. In addition to the purchase of vehicles, this resolution authorizes the fleet division to purchase miscellaneous upfitting components (lights, sirens, shells etc...) from various vendors, which will be installed using City fleet personnel. The vehicle will be purchased using state purchasing contracts.

Vehicle Description	Qty	Vehicle Purchase Unit Cost	Upfitting Unit Cost	Total Cost
Ford F350 Crew	1	\$52,622.00	\$32,151.00	\$84.773.00

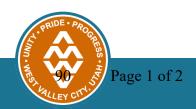
Recommendation:

Authorize the purchase of 1 light fleet vehicles.

Department: Fire

Submitted by: John Evans, Fire Chief

Date: 11.25.2025



WEST VALLEY CITY, UTAH

RESOLUTION NO.

A RESOLUTION APPROVING THE PURCHASE OF A VEHICLE AND RELATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT.

WHEREAS, West Valley City wishes to purchase an F-350 truck and associated equipment for use by the Fire Department; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase light vehicles and equipment for an amount not to exceed \$84,733.00 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.

of	PASSED,	APPROVED, , 2025.	and MAD	E EFFECTIVE	this	day
			V	VEST VALLEY CI	TTY	
			$\overline{\mathbf{N}}$	1AYOR		
ATTI	EST:					
CITY	RECORDER	?				

Description: Contract for Turf Maintenance in City-Owned Properties

Fiscal Impact: \$600,00.00 Funding Source: CIP

Account #: 10-7602-40310

Budget Opening Required:



Issue:

Turf maintenance contract for selected areas owned by West Valley City.

Summary:

Difficulty in hiring seasonal workers has proven problematic in maintaining the high standards expected for public properties. It was determined that hiring a landscape maintenance contractor for turf care and maintenance would be the best solution.

Background:

West Valley City has 357.5 improved acres of parks, trails, city buildings, and streetscapes to maintain. Since 2020, it has been very difficult to find and hire seasonal staff to maintain turf areas (mow, trim, edge, fertilize, weed spray). A program modification was approved to hire a landscape maintenance contractor to maintain turf areas to city standards. Twelve contractors responded to the RFP:

A-Z Landscaping Lawn Butler Cutting Edge Landscape
Horticultural Group JDS Construction Acer Landscape Management

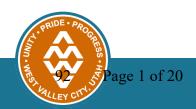
Brightview Landscape Golden Landscaping Worx Landscaping Huskiez Landscaping One Source Property Maint. Utah Professional Lawn Care.

A to Z Landscaping was the lowest responsible bidder. The Parks & Recreation department would like to enter into an agreement with A to Z Landscaping in the amount of \$600,000.00.

Recommendation:

Staff recommend approving A to Z Landscaping to maintain selected city-owned landscapes with total costs not to exceed \$600,00.00 annually.

Department: Submitted by: Date:



WEST VALLEY CITY, UTAH

RESOLUTION NO.	
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A RESOLUTION AWARDING A CONTRACT TO A TO Z LANDSCAPING TO PERFORM MAINTENANCE TASKS.

WHEREAS, West Valley City solicited proposals in accordance with state law to perform certain landscaping maintenance at certain parks and other City facilities (the "Project"); and

WHEREAS, A to Z Landscaping (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; and

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

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

- 1. The contract is hereby awarded to Contractor, with a total authorization not to exceed \$600,000.00 for the Project, inclusive of change orders.
- 2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, a	and MADE EFFECTIVE this day of25.
	WEST VALLEY CITY
	MAYOR
ATTEST:	
CITY RECORDER	

Professional Services Agreement

THIS A	GREEMI	ENT is m	ade t	his	_ day o	f _			, 20	,
by and between	West Val	lley City,	a Ut	ah municipal	corpora	tio	1, 3600) Constitutio	n Boulev	vard
(hereinafter the	"City"),	and A	to Z	Landscaping	g, Inc.,	a	Utah	corporation	(hereina	ıfter
"Contractor").					- NO.					

RECITALS:

WHEREAS, West Valley City has a need for landscaping and maintenance services at several properties owned by the City (hereinafter the "Project"); and

WHEREAS, the City desires to contract with a qualified contractor to complete the Project; and

WHEREAS, Contractor is a qualified contractor that is able and willing to provide these services; and

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

AGREEMENT:

1. <u>Contractor's Obligations.</u>

- a. <u>The Project:</u> Contractor agrees to complete the work for this Project as set forth in the scope of work attached hereto as Exhibits A, B, and C. Contractor will perform the aforementioned services in a professional manner using the degree of care and skill that is normally employed by contractors on similar projects of equal complexity, practicing in the same locality. Contractor shall provide all materials, labor, and other requirements to complete the Project.
- b. <u>Compensation:</u> The total compensation for the Project shall not exceed the amounts set forth in Exhibit D for each property to be maintained.
- c. Warranty and Performance Bond: Contractor shall warrant that all materials and workmanship are free of construction defects for a period of one year following the completion of the Project and shall remedy any such defects during the one-year warranty period at no cost to the City. Contractor shall post a performance bond guaranteeing performance of the Project in a form acceptable to the City, which shall be released upon the City's inspection and acceptance of the completed work.

2. <u>City's Obligations.</u>

- a. In consideration for the Project services performed by Contractor as set forth in Exhibits A, B, and C, the City agrees to pay Contractor in accordance with Section 1(b) of this Agreement. Funds shall be paid to Contractor within thirty (30) days from receipt of invoice for work performed. However, no funds shall be paid to Contractor until the City has inspected and accepted the completed work.
- b. This Agreement is not an exclusive agreement and shall not guarantee any amount of work to Contractor.
- c. The City will provide Contractor with all the information in the City's possession that may be necessary to complete the Project.
- 3. <u>Term of Agreement.</u> This Agreement shall commence upon execution by the parties and shall continue for a period of not more than one year. Contractor's warranty, performance bond, and indemnification obligations shall survive the termination of this Agreement. This agreement may be extended for up to four additional one year terms at the City's sole discretion. In order to extend the Agreement, the City shall provide notice to the Contractor as set forth in Section 16 below prior to the expiration of the then-current term.

4. **Termination.**

- a. In the event Contractor fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the City may serve written notice thereof upon Contractor, and if Contractor fails within a period of three (3) days thereafter to correct failure, the City may terminate this Agreement upon written notice to Contractor. Upon such termination, Contractor shall immediately cease its performance of this Agreement and the City shall determine and pay to Contractor the amount due for such satisfactory work up to the effective date of termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach by Contractor.
- b. The City also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Contractor. Upon receipt of such notice, Contractor shall immediately cease work. Payment to Contractor shall be made for work performed prior to receipt by Contractor of such termination notice, together with Contractor's cost for closing down its work, and Contractor shall have no claim for loss of anticipated profits or any additional compensation.

- b. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Contractor, Contractor may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, Contractor may terminate this Agreement upon written notice to the City. Contractor accepts no liability for damages or delays that result from its suspension of work due to a City failure to comply with the terms of this Agreement.
- 5. <u>City Representative</u>. The City hereby appoints Jason Erekson, Parks and Recreation Deputy Director, or his designee, as the City's representative to assist in the administrative management of this Agreement.
- 6. <u>Independent Contractor</u>. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
- 7. <u>Conflict of Interest.</u> Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
- 8. <u>Indemnification and Insurance</u>. Contractor agrees to indemnify, and hold the City harmless from and against any lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from Contractor's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or claims, intellectual or otherwise, are attributable to the negligence of Contractor and/or Contractor's contractors, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City.

Contractor will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	\$100,000
2)	Comprehensive General Liability	
	Bodily Injury and Property Damage	\$5,000,000
	Aggregate	\$5,000,000

3) Automobile Liability
Combined Single Limit

\$2,000,000

4) Professional Liability

\$2,000,000

- 9. <u>Subcontract Assignment</u>. This Agreement does not create any right or benefit to anyone other than City and Contractor, and neither party shall assign any rights or interest herein without prior written consent of the other party.
- 10. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
- 11. <u>Severability</u>. 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.
- 12. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
- 13. <u>Modification of Agreement</u>. This Agreement may be modified only by written amendment executed by all of the parties hereto.
- 14. Applicable Law. This Agreement shall be governed by the laws of the State of Utah.
- 15. <u>Venue</u>. Any causes of action arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
- 16. <u>Notices.</u> All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Contractor:

west Lordon- WI 8408

If to the City:

West Valley City Attn: City Manager 3600 Constitution Blvd. West Valley City, Utah 84119

With a copy to:

West Valley City Attorney's Office

Attn: Brandon Hill 3600 Constitution Blvd.

West Valley City, Utah 84119

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

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

(Signatures follow on the next page.)

WEST VALLEY CITY

	Mayor
	City Manager
	APPROVED AS TO FORM
ATTEST:	WVC Attorney's Office
	By: Brandon Hill
	Date: 11/17/2025
	_
City Recorder	
	A TO Z I AND COARDIO DIO
	A TO Z LANDSCAPING, INC.
	By:
	Dy
	Title: Director
1 2 - 12	
STATE OF UTAM	
COUNTY OF Salt lake : ss.	
On this 17th day of NW	mper, 20 95, personally appeared
before me Jan Whitaker	, whose identity is
personally known to me or proved to me or that he or she is the	the basis of satisfactory evidence, and who affirmed [title] of A TO Z LANDSCAPING, INC.,
	nal Services Agreement was signed by him or her on
behalf of said corporation by authority of it	ts bylaws or of a Resolution of its Board of Directors,
and he or she acknowledged to me that said	corporation executed the same.
NOTARY PUBLIC	Notary Public
Farida Khan 733884 My Commission Expires	Notary Public
10/25/2027 STATE OF UTAH	

EXHIBIT A

PROPERTIES

City owned properties to be maintained by the contractor:

- 1. 2300 South Bangerter Highway City Entrance Sign 3 Acres
- 2. 3500 South 2200 West Streetscape 0.5 Acre
- 3. 5600 W Streetscape west side of 5600 W between approx. 4900 South to approx. 5240 South. 1 Acre
- 4. 6200 South Streetscape from 5885 West to 6400 West Six areas total on the entrances to Wakefield Way, Laurel Canyon Dr, and High Bluff Dr. Property in front of the school and church are not included in contract. 1.25 Acres
- 5. Bridle Farms Park 6690 West Bridle Farms Rd. (3940 South) 1.13 Acres
- 6. Centennial Park 5405 West 3100 South 77.6 Acres (Primary Mowing on Monday)
- 7. Centennial Park Athletic Fields 5405 West 3100 South (Additional mowing of Athletic fields only on Thursday)
- 8. City Center Court (across Decker Lake Dr. From Hale Centre Theatre) 0.5 Acre
- 9. City Hall 3600 South Constitution Blvd (2700 West) Including 2700 W from 3650 S to 3800 S– 8.44 Acres + .23 Acres
- 10. City Park 4500 West 3500 South 25.17 Acres
- 11. Country Meadows Park 4175 West 3980 South 1.72 Acres
- 12. Fairbourne Station Promenade Park and adjoining properties 2905 W. Lehman Avenue 4.7 Acres
- 13. Falcon Crest Park 4055 South 7060 West 1.5 Acres
- 14. Fassio Farms Park 3720 South 5200 West 2.72 Acres
- 15. Fox Tail Park 6880 West Labrador Circle (3045 South) 1.69 Acres

- 16. Glenn Weaver Memorial Park at the Vistas 6385 W Cape Ridge Ln (4580 S) 3.02 Acres
- 17. Grand Vistas Park 4532 South 6000 West 2.66 Acres
- 18. Grasmere Park 3876 S Grasmere Ln 1.0 Acre
- 19. Harman Home Senior Recreation Center 4090 South 3600 West 1.84 Acres
- 20. Hillsdale Park 3275 S 3200 W 7.59 acres
- 21. Hunter Ridge Park 4383 South 5710 West 1.11 Acres
- 22. Hunter Village Park 6985 West Hunter Valley Dr. (3215 S) and Trailways 17.23 Acres
- 23. I-215 @ 3500 S Interchange NE Quadrant 25 Acres
- 24. Ironwood Park 4565 South Early Duke St. (5080 West) 0.91 Acre
- 25. Islands in and tree wells along both sides of, West Ridge Blvd, west of 5600 W. Approx. 0.25 Acre
- 26. Kingspointe Park 1330 West Rothchild Dr. (3665 South) 4.5 Acres
- 27. Landscaping on both sides of Mountain Men Drive between 5600 W and Silver Hills Elem. Approx. 0.2 Acre
- 28. Maple Meadows Park 2520 West 3380 South 1.4 Acres
- Maverik Center and Parking Lot D
 3200 South Decker Lake Drive 8 Acres
- 30. Meadowlands Park 3350 So 5800 West 2.29 Acres
- 31. Metro Business Park, 2200 South 1440 West (See Map) Approximately 1.4 acres
- 32. North Hunter Village Frontage 6730 West Parkway Blvd (2700 S) .25 Acre
- 33. Rocky Ridge 5260S Summer Ridge Drive 1.3 Acres
- 34. Parkway Park 3405 West Parkway Blvd (2700 South) 7 Acres

- 35. Peachwood Park 3510 West 3965 South 2.2 Acres
- 36. Scottsdale Park 3100 South Bangerter Highway Both Sides of Hwy
- 37. Sugarplum Park 3755 West 2900 South and Trailways See Map 15.3 Acres
- 38. Sunset Hollow Park 6378 S Oquirrh Mesa Drive 3.09 Acres
- 39. Terrace Ridge Park 6260 West Terrace Ridge Dr. (4365 South) 2.65 Acres
- 40. Trailblazer Park 3164 South Trailblazer Cove (6675 West) 1.49 Acres
- 41. Tree wells on the east side of 5700 W between Mountain Men Dr and West ridge Blvd. Approx. 0.1 Acre
- 42. Utah Cultural Celebration Center 1355 West 3100 South 20.8 Acres
- 43. Veterans Memorial 3234 S Cultural Centre Drive Aprox 4.77
- 44. Welcome to West Valley Sign 3900 South 1100 West 0.5 Acre
- 45. West View Park, WV Expansion and Challenge Course 6036 West 4100 South new total 10.65
- 46. Wheatland Park 4266 South 3680 West 1 Acre
- 47. Woodledge Park -5210 West 4310 South -6.6 Acres
- 48. West Valley City Maintenance Shops Complex 2805 S 3600 W 0.5 Acre

EXHIBIT B SCHEDULE

Maintenance of properties listed in exhibit A will begin upon the signing of the Agreement and is expected to last a minimum of 26 weeks.

Before work begins, a site tour will be conducted between the City Representative and a representative from the contractor to discuss areas of concern and expectations.

The Annual tasks that are expected to be completed will be the spring cleanup and fall cleanup. This would include removing winter debris, cultivation and weeding of flower beds and spring trimming of perennial plants. Fall annual clean-up will be done after most of the leaves have fallen and will consist of leaf and trash clean up, hedging shrubs, and cutting of ornamental grasses and other perennials. Contact city representative before performing fall clean-up.

Weekly tasks are expected to begin in April and end in early November with the tasks being performed when the grass needs to be cut. In the spring and fall months a weekly mowing is not usually needed, typically twice in April, three times in May and then weekly until late October.

Monthly tasks will also begin in April with the Round-up being done six times as needed when weeds are actively growing.

Sixty-day tasks will also begin in April and end in October.

A minimum of two turf weed control applications will be put down as needed, typically in May and September.

For any questions, please contact: Jason Erekson, Park Assistant, at 801-955-4006 or Josh White, Park Horticulture Supervisor, at 801-965-7386.

EXHIBIT C TECHNICAL SPECIFICATIONS TO BE USED

I. Service Task List

A. Weekly Tasks

- 1. Trash pick-up and removal on entire property. (PRIOR TO ANY MOWING)
- 2. Mowing of turf areas.
- 3. String trimming
- 4. Hard scape edging
- 5. Hard scape debris blowing
- 6. Planter bed manual weed control

B. Monthly Tasks

- 1. Round-up Hard-scape areas and clean the tree rings to eliminate weeds.
- 2. Job site inspection with city representative

C. 60 Day Tasks

- 1. Spade edge planters (where applicable)
- 2. Cultivate flower beds
- 3. Trimming and weeding of shrubs beds
- 4. Turf fertilization (April, June, August, October)

D. Annual Tasks

- 1. Two turf weed control applications
- 2. Shrub bed pre-emergent weed control
- 3. Spring clean-up, removing winter debris, cultivation and weeding of flower beds and spring trimming of perennial plants and ornamental grasses.
- 4. Fall clean-up, leaf and trash clean up, hedging shrubs, cutting of ornamental grasses.

II. Lawn and Grounds Service Specifications

A. Mowing

- 1. All turf areas are to be mowed on a weekly basis at 2" to 3" during the growing season, or as directed by city representative.
- 2. Some properties will require clippings to be caught and removed
- 3. Take care not to blow grass clippings into the streets, parking lots, flower and shrub beds. Grass clippings should be blown back into turf areas.

B. String Trimming

- 1. All turf areas will be string trimmed weekly by mechanical means in those areas inaccessible to mowers to present a well-groomed appearance.
- 2. Areas trimmed should be done at the same height as the mowed grass and not have a scalloped or scalped appearance.
- 3. All trimming around trees, fences, signs, posts, sidewalks, and curbs shall be performed during each mowing cycle.

- 4. Weeds in cracks in sidewalks, curbs, and other paved areas shall be trimmed or removed.
- 5. Care must be taken to avoid damaging trees, shrubs, irrigation heads, poles, or fixtures.

C. Edging

- 1. Sidewalks, curbs, and other hard edges shall be edged at twice per month.
- 2. The Contractor will be responsible for any damage to passing motorists or pedestrians.

D. Blowing

- 1. All hard surfaces (sidewalks, driveways, parking lots, etc.) shall be blown or swept free of clippings after mowing.
- 2. Grass clippings shall be blown back into turf areas not into streets, gutters, storm drains, or planter beds.
- 3. Trash, sticks, and debris shall be collected prior to mowing and removed from the site or disposed of in designated containers.

E. Manual weed control

Can be accomplished with hand tools or by hand pulling. If drip tubing is present, and gets damaged, it is the contractor's responsibility to fix or a \$25.00 fine will be assessed.

F. General clean up

- 1. At the time of mowing, all turf, shrub, rock and garden areas shall be policed for the removal of loose trash and debris, and weeds over 2" in height
- 2. Grass clippings will be swept or blown from walks, curbs and parking lots onto lawn areas only. Grass clippings will not be blown into roadways.
- 3. Bedding materials such as bark, rock or mulch will be maintained in proper areas. Replacement of mulch areas is not included in scope of services.

G. Other

1. Any damage to City property (sprinklers, benches, fencing, etc.) must be reported immediately.

III. Fertilization

- A. To provide for the fertilization of all turf grass areas.
 - 1. Four applications of fertilizer at 1.5 lb. N/1000 square feet per application. Schedule for said fertilizations to be early April, mid June, mid August, and mid October. City Representative should be contacted before fertilization starts and upon completion. Some properties may require an additional fertilization.
 - 2. All fertilizer spills must be immediately cleaned up and reported to West Valley City Park Maintenance.
 - 3. Contact City Representative before beginning fertilizer application.

Records of fertilization must be kept, maintained, and a copy supplied to West Valley City Park Maintenance within 72 hours of completion of each fertilizer application.

IV. Annual Tasks:

A. Spring Clean-up

- 1. Initial weed removal
- 2. Turf weed Control application
- 2. Pre-emergent application
- 3. Round-up spray hardscape, edges, concrete cracks, curbing, etc.

B. Fall Clean-up

- 1. All landscape areas will have leaves removed once in the fall after all leaves have fallen. Perennial plants and grasses in beds shall be cut down to 4-6" in height.
- 2. Contact city representative before beginning fall clean up.

V. Chemical Weed Control Plan

- A. The Maintenance Contractor shall provide chemicals to be applied for the control of weeds common to turf. The program shall provide preventative control where required. Contractor is responsible for any damage caused to neighboring landscapes due to over spray or drift.
- B. The Maintenance Contractor shall be selective in the chemical controls used so as to insure against an improper application which may cause damage to turf, trees or shrubs.
- C. The Maintenance Contractor shall provide for the safety of the user, public, residents, and their properties. Contractor will also ensure that no chemical enter the storm drain system. All spills must be reported the City and cleaned up according to city policies.
- D. The Maintenance Contractor shall meet all Utah State, City and Environmental Protection Agency (EPA) licensing requirements. Please provide pesticide applicator license number.
- E. Paved areas (Parking lots edges and cracks, sidewalk joints) will be sprayed, where needed, once a month. Appropriate chemicals such as Round Up or similar products should be used for these applications. Under no circumstances shall a sterilant or any derivative of a sterilant be used on a West Valley City property.
- F. The contractor will notify the City Representative prior to starting a weed control application

G. Chemical application records must kept, maintained and a copy supplied to West Valley City Parks Maintenance within 72 hours of completion of each chemical application.

VI. Tree Care

A. Tree pruning and chemical service for trees is not included in the scope of services.

- 1. Tree rings shall be kept free of weeds. When tree rings are cut back, the cut soil shall not be placed against the trunk of the tree.
- 2. The Maintenance Contractor shall be aware that West Valley City places a high value on the trees located on its properties. The Maintenance Contractor shall be assessed a fine of \$75.00 for damages to trees due to mowers and/or string trimmers per occurrence.
- 3. Depending on the degree of severity, as determined by the City Forester, a single or consecutive occurrence of damage to the same tree, may result in the Maintenance Contractor replacing the damaged tree with one of the same species and equivalent girth.

VII. Irrigation System Maintenance and Operation

- A. The Maintenance Contractor shall check the irrigation system operation at the completion of mowing to ensure there are no broken heads caused by the mowing operation.
- B. The Maintenance Contractor shall be responsible for all irrigation system damage caused by his/her crews or equipment. Any such damage shall be immediately repaired so as to mitigate any additional damage to the landscape due to a faulty irrigation system. If any repairs need to be made that were not caused by the Maintenance Contractor, then the problem should be reported to the City Representative as soon as they are discovered.

VIII. Snow Removal

A. Snow removal is not included in this contract.

IX. Miscellaneous Services

- A. Any work not covered in this scope of services will be done at the man hour rate in the contractor's bid plus materials.
- B. At the client's request, annual flowers will be installed in late May in specified planting areas at the additional cost of _____ per flat as supplied in the contractors bid. Additional maintenance of flowers is not included in the scope of this contract.

EXHIBIT D COST SCHEDULE

Property	Weekly Ta	asks	Monthly 1	asks	60 Day Tas	sks	Annual Ta	sks	Property Total
	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	20 10 10 40 400 may 10 40 40 10 10 10 10 10 10 10 10 10 10 10 10 10
1	132.00	3,432.00	33.00	198.00	376.20	1504.80	528.00	1,056.00	6,190.80
2	44.00	1,144.00	33.00	198.00	62.70	250.80	176.00	352.00	1,944.80
3	44.00	1,144.00	11.00	66.00	62.70	250.80	176.00	352.00	1,812.80
4	110.0C	2,860.00	27.50	165.00	156.75	627.00	440.00	880.00	4,532.00
5	50.60	1,315.60	12.65	75.90	141.63	566.52	202.40	404.80	2,362.82
6	3,414.00	88,764.00	776.00	4,656.00	8,846.25	35,385.00	12,416.00	24,832.00	153,637.00
7	250.00	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00
8	44.00	1,144.00	11.00	66.00	62.70	250.80	176.00	352.00	1,812.80
9	88.00	2,288.00	22.00	132.00	250.80	1,003.20	352.00	704.00	4,127.20
10	1106.00	28,756.00	251.50	1,509.00	2,869.25	11,477.0C	4,024.00	8,048.00	49,790.00
11	77.00	2,002.00	19.25	115.50	215.60	862.40	308.00	616.00	3,595.90
12	179.30	4,661.80	11.00	66.00	511.50	2,046.00	717.20	1,434.40	8,208.20
13	66.00	1,716.00	15.00	90.00	216.00	864.00	120.00	240.00	2,910.00
14	119.0C	3,094.00	29.89	179.34	341.00	1,364.00	479.60	959.20	5,596.54
15	74.34	1,932.84	17.00	102.00	243.25	973.00	135.00	270.00	3,277.84
16	132.85	3,454.10	30.17	181.02	435.00	1,740.00	242.00	484.00	5,859.12
17	132.00	3,432.00	33.00	198.00	367.20	1,468.80	528.00	1,056.00	6,154.80
18	170.00	4,420.00	40.00	240.00	500.00	2,000.00	700.00	1,400.00	8,060.00
19	88.00	2,288.00	22.00	132.00	250.80	1,003.20	352.00	704.00	4,127.20
20	352.25	9,158.50	80.00	480.00	912.00	3,648.00	1,280.00	2,560.00	15,846.50
21	49.50	1,287.00	12.46	74.76	139.15	556.60	198.00	396.00	2,314.36
22	775.71	20,168.46	176.17	1,057.02	2,009.75	8,039.00	2,820.50	5,641.00	34,905.48
23	1,100.00	28,600.00	250.00	1,500.00	2,850.00	11,400.0C	3,000.00	6,000.00	47,500.00
24	44.00	1,144.00	10.00	60.00	57.00	228.00	160.00	320.00	1,752.00
25	40.00	1,040.00	10.00	60.00	57.00	228.00	160.00	320.00	1,648.00
26	180.00	4680.00	45.00	270.00	513.00	2,052.00	720.00	1,440.00	8,442.00
27	44.00	1,144.00	11.00	66.00	62.70	250.80	176.00	352.00	1,812.80
28	61.60	1,601.60	15.40	92.40	175.45	701.80	246.40	492.80	2,888.60
29	352.25	9,158.50	88.00	528.00	1,003.20	4,012.80	1,408.00	2,816.00	16,515.30
30	100.78	2,620.28	25.11	150.66	287.10	1,148.40	201.85	403.70	4,323.04
31	44.00	1,144.00	11.00	66.00	62.70	250.80	176.00	352.00	1,812.80
32	44.00	1,144.00	10.00	60.00	57.00	228.00	80.00	160.00	1,592.00
33	132.00	3,432.00	33.00	198.00	376.00	1504.80	528.00	1,056.00	6,190.80
34	308.00	8,008.00	77.00	462.00	877.80	3,511.20	1232.00	2,464.00	14,445.20
35	96.46	2,507.96	24.20	145.20	275.83	1,103.32	386.10	772.20	4,528.68
36	110.0C	2,860.00	27.50	165.00	313.50	1,254.00	440.00	880.00	5,159.00
37	673.20	17,503.20	153.00	918.00	1,744.25	6,977.00	2,448.00	4,896.00	30,294.20
38	120.00	3,120.00		198.00	341.00	1,364.00	479.60	959.20	5,641.20
39	116.6C	3,031.60	29.15	174.90	405.63	1,622.52	233.20	466.40	5,295.42
40	66.00	1,716.00	16.50	99.00	186.73	746.92	132.00	264.00	2,825.92
41	0.00	0.00	11.00	66.00	0.00	0.00	176.00	352.00	418.00
42	915.20	23,795.20	-	1,372.80	2,608.38		3,660.80	7,321.60	42,923.12
43	40.00	1,040.00	11.0C	66.00	57.00	228.00	160.0	320.00	1,654.00
44	44.00	1,144.00	11.00	66.00	62.70	250.80	1076.00	352.00	1,812.80
45	220.00	5,720.00	50.00	300.00	570.00	2,280.00	800.00	1,600.00	9,900.00

Property	Weekly T	asks	Monthly '	Tasks	60 Day Ta	isks	Annual Ta	sks	Property Total
	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	
46	44.00	1,144.00	11.00	66.00	62.70	250.80	88.00	176.00	1,636.80
47	290.40	7,550.40	66.00	396.00	752.50	3,010.00	1,056.00	2,112.00	13,068.40
48	44.00	1,144.00	11.00	66.00	62.70	250.80	160.00	320.00	1 780 80

Costs of additional services if required.

Hourly rate for labor not included in contract per man hour	. 6 70.00
mounty rate for labor not included in contract per man nour	: \$ 70.00

Cost per yard of installed landscape mulch: \$ 95.00

Cost of turf aeration per 1000 sqft.: \$ 2.60

Fertilizer cost applied at 1.5#N 1000/sqft.: \$ 2.60

Additional Leaf pickup and disposal per 1000 sqft.: \$ 2.60

A to Z Landscaping Inc. Ian Whitaker- Director

Date: 9-29-25

Property	Weekly Tasks	sks	Monthly Task	ısk	60 Day Tasks	ks	Annual Tasks	S	Property Total
	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	
3150 W. Whitehall Dr.	\$150.00	\$3,900.00	\$40.00	\$240.00	\$200.00	\$800.00	\$800.0	0 \$1,600.00	\$6,540.00
3274 S. Hillsdale Dr.	\$200.00	\$5,200.00	\$50.00	\$300.00	\$250.00	\$1,000.00	\$1,000.0	\$2,000.00	\$8,500.00
3900 S. 4000 W.	\$250.00	\$6,500.00	\$60.00	\$360.00	\$300.00	\$1,200.00	\$1,200.00	\$2,400.00	\$10,460.00

Description: Execution of two Quit Claim Deeds

Fiscal Impact: NA

Funding Source: NA

Account #: NA

Budget Opening Required: No

Issue:

A resolution to approve and authorize the execution of two Quit Claim Deeds in favor of the Utah Department of Transportation.

Summary:

UDOT is requesting the execution of two Quit Claim Deeds by West Valley City.

Background:

In May of this year The Wal-Mart Real Estate Business Trust conveyed property to West Valley City and in in August of this year Chick Fil-A, Inc. conveyed property to West Valley City. These properties conveyed were for the UDOT SR-172 (5600 West) & 3180 South Signal 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. The project is now scheduled for the 2026 construction season. The actual project location is 3240 South 5600 West. As 5600 West is a state highway, UDOT is requesting the properties conveyed to the city be conveyed to UDOT.

Recommendation:

Authorizing the mayor to execute said Quit Claim Deeds. Authorize City Recorder to record said Quit Claim Deeds for and on behalf of West Valley City.

Department: Public Works Submitted by: Steven J. Dale, P.L.S.

Date: 11/17/2025

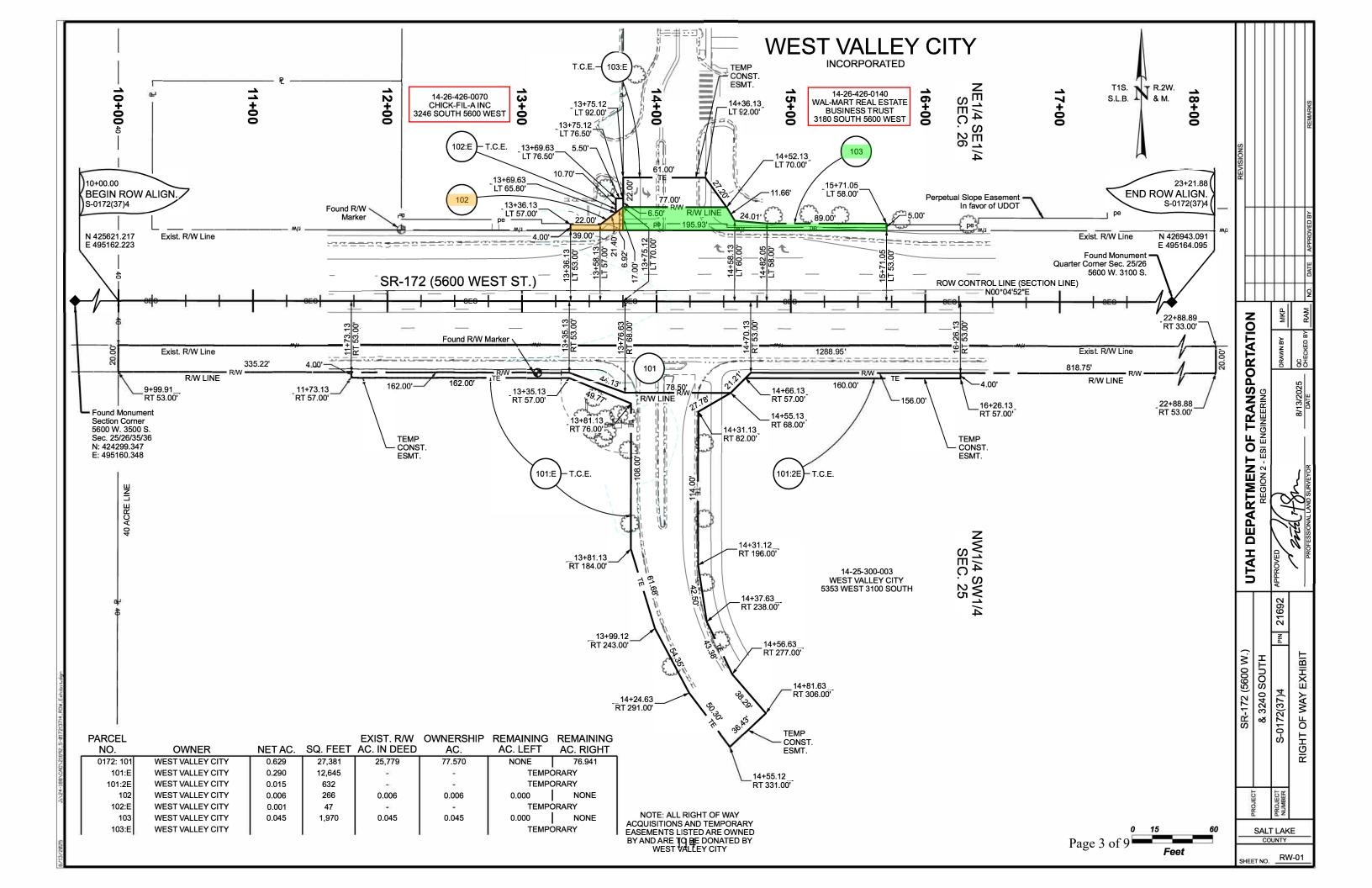


WEST VALLEY CITY, UTAH

RESOLUTION NO					
A RESOLUTION AUTHORIZING THE CITY TO EXECUTE TWO QUITCLAIM DEEDS TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY RELATED TO IMPROVEMENTS ON 5600 WEST.					
WHEREAS, the City has agreed to convey certain property to the Utah Department of Transportation ("UDOT") as part of the construction process for improvements on 5600 West; and					
WHEREAS , the City has prepared two Quitclaim Deeds (the "Deeds") to convey said property to UDOT; and					
WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute the Deeds.					
NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that					

the Mayor is authorized to execute said Deeds for and on behalf of West Valley City, subject to the final

approval of said Deeds by the City Manager and the City Attorney's Office.



WHEN RECORDED, MAIL TO: Utah Department of Transportation Right-of-Way, Fourth Floor 4501 South 2700 West Box 148420 Salt Lake City, Utah 84114-8420

ALSO: West Valley City 3600 South Constitution Blvd. West Valley City, UT 84119

Quit Claim Deed

(CITY)

Salt Lake County

Tax ID No. 14-26-426-007 PIN 21692 Project No. S-0172(37)4 Parcel No. 0172:102

West Valley City , a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the <u>UTAH DEPARTMENT OF TRANSPORTATION</u>, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of <u>TEN</u> (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of land, for the widening of the existing State Route 172 (5600 West Street), known as project S-0172(37)4, situate in the NE1/4 SE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B.&M., in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of an entire tract of property conveyed by Warranty Deed recorded Nov. 24th, 2009 as Entry No. 10844865 in Book 9782 at Page 3944 in the office of the Salt Lake County Recorder, said northeast corner is 1696.99 feet N.00°09'50"W. along the Section Line and 53.00 feet S.89°50'10"W. from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, (Note: said northeast corner also being the southeast corner of Lot 101, Colt Plaza Subdivision, recorded Jan. 26th, 2015 in Book 2015P at Page 12 in the office of the Salt Lake County Recorder); and running thence S.00°09'50"E. 39.00 feet along the easterly boundary line of said property; thence S.89°50'10"W. 4.00 feet; thence N.00°09'50"W.

CITY RW-05CY (12-01-03)

Continued on Page 2

22.00 feet; thence N.37°34'23"W. 21.40 feet to the northerly boundary line of said entire tract (Note: said northerly boundary line also being the southerly boundary line of said Lot 101); thence N.89°50'10"E. (N.89°59'10"E. by record) 17.00 feet along said northerly boundary line to the point of beginning. The above described parcel of land contains 266 sq. ft. or 0.006 acre.

(Note: Rotate above bearings 00°14'42" clockwise to equal project (NAD 83) bearings.)

WITNESSED the hand of said G	RANTOR this	day of		
GRANTOR West Valley City				
Karen Lang, Mayor				
State of)				
County of)				
On this day of	,	2025,	personally	appeared
before me Karen Lang, whose identity	is personally knov	vn to me	or proved to	me on the
basis of satisfactory evidence, and wh	no affirmed to me	that sh	e is the May	or of West
Valley City, a municipal corporation of	f the State of Uta	h, and t	that this doc	ument was
signed by her in behalf of said munici	pal corporation b	y author	ity of Resolu	ition of the
West Valley City Council.				
	Notary Public			

WHEN RECORDED, MAIL TO: Utah Department of Transportation Right-of-Way, Fourth Floor 4501 South 2700 West Box 148420 Salt Lake City, Utah 84114-8420

ALSO: West Valley City 3600 South Constitution Blvd. West Valley City, UT 84119

Quit Claim Deed

(CITY)

Salt Lake County

Tax ID No. 14-26-426-007 PIN 21692 Project No. S-0172(37)4 Parcel No. 0172:103

West Valley City , a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the <u>UTAH DEPARTMENT OF TRANSPORTATION</u>, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of <u>TEN (\$10.00) Dollars</u>, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of land, for the widening of the existing State Route 172 (5600 West Street), known as project S-0172(37)4, situate in the NE1/4 SE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B.&M., in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the most easterly southeast corner of Lot 101, Colt Plaza Subdivision, recorded Jan. 26th, 2015 in Book 2015P at Page 12 in the office of the Salt Lake County Recorder (Note: said southeast corner is 1696.99 feet N.00°09'50"W. along the Section Line and 53.00 feet S.89°50'10"W. from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian); and running thence S.89°50'10"W. 17.00 feet along the southerly boundary line of said Lot 101; thence N.00°09'50"W. 77.00 feet; thence N.58°52'20"E. 11.66 feet; thence N.04°36'54"E. 24.01 feet; thence N.00°09'50"W. 89.00 feet; thence N.89°50'10"E. 5.00 feet to the easterly boundary line of said Lot 101; thence S.00°09'50"E. 195.93 feet along said easterly boundary line to the

CITY RW-05CY (12-01-03)

Continued on Page 2

point of beginning. The above described parcel of land contains 1,970 sq. ft. or 0.045 acre.

(Note: Rotate above bearings 00°14'42" clockwise to equal project (NAD 83) bearings.)

	WITNESSED the hand of said GRANTOR this day of					
2025.)25.					
GRAN West	ITOR Valley City					
Karen	Lang, Mayor					
State o	of) :ss					
Count	y of)					
	On this, 2025, personally appeared					
before	me Karen Lang, whose identity is personally known to me or proved to me on the					
basis	of satisfactory evidence, and who affirmed to me that she is the Mayor of West					
Valley	City, a municipal corporation of the State of Utah, and that this document was					
signed	by her in behalf of said municipal corporation by authority of Resolution of the					
West \	Valley City Council.					
	Notary Public					

Description:		
Fiscal Impact:		
Funding Source:		
Account #:		
Budget Opening Required:		

Issue:

A resolution appointing Samantha Magua to the Healthy West Valley City Committee for a term commencing December 9, 2025 and ending May 31, 2027.

Summary:

Samantha Mafua is willing to serve as a member of the Healthy West Valley City Committee.

Background:

Members of the Healthy West Valley City Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

Recommendation:

City staff recommends approval of the resolution.

Department: Community and Culture Submitted by: Alex Kidd Date: 12.09.2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. 25-185

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF SAMANTHA MAFUA AS A MEMBER OF THE HEALTHY WEST VALLEY COMMITTEE.

WHEREAS, the Healthy West Valley Committee consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint Samantha Mafua as a member of the Healthy West Valley Committee for a term commencing immediately and ending May 31, 2027; and

WHEREAS, Samantha Mafua is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Samantha Mafua as a member of the Healthy West Valley Committee for a term commencing immediately and ending May 31, 2027.

PASSED, APPROVED and MADE EFFECTIVE this 9th day of December, 2025.

	WEST VALLEY CITY
	MAYOR
ATTEST:	
CITY RECORDER	



I work for The Children's Center Utah and am a West Valley resident. The Children's Center Utah is committed to helping increase the mental health of the children and families in our community. Both The Children's Center Utah and I strive to have an active role in the West Valley Community. I have been attending meetings consistently for the past year.

Issue:	o'r D'r o o o o o o o o o o o o o o o o o o o
Budget Opening Required:	
Account #:	
Funding Source:	
Fiscal Impact:	
Description:	

A resolution appointing Katherine Dixon as a member of the West Valley City Clean and Beautiful Committee.

Summary:

Katherine Dixon is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

Background:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

Recommendation:

City staff recommends approval of the resolution appointing Katherine Dixon as a member of the West Valley City Clean and Beautiful Committee.

Department: Community and Culture Submitted by: Karin Toone

Date: 11.25.2025



WEST VALLEY CITY, UTAH

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF KATHERINE DIXON AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE.

WHEREAS, the Clean and Beautiful Committee consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint Katherine Dixon as a member of the Clean and Beautiful Committee for a term commencing immediately and ending four years from the date of passage of this resolution; and

WHEREAS, Katherine Dixon is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Katherine Dixon as a member of the Clean and Beautiful Committee for a term commencing immediately and ending four years from the date of passage of this resolution.

PASSED, APPROVED and MADE 20	EFFECTIVE this day of
	WEST VALLEY CITY
ATTEST:	MAYOR
CITY RECORDER	

Katherine Dixon

I've lived in West Valley City for 13 years and am happy to call West Vally City home. For a long time, I wanted to find ways to get involved and give back, but I hesitated—mostly out of nervousness about where to start or how I could contribute. Volunteering with the Clean and Beautiful Committee felt like the perfect opportunity to finally take that step and be part of something meaningful.

My husband, our dog, and I spend a lot of time enjoying the city's parks, and I'm excited to help care for the spaces that bring so much joy to our lives. I may be new to volunteering, but I bring genuine enthusiasm and a deep appreciation for the work this committee does. I'm looking forward to learning, connecting with others, and doing my part to help keep West Valley City vibrant and welcoming.



Description: GPZ-4-2025

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

Application: GPZ-4-2025

Applicant: Eloy Santana Perez Location: 2750 South 6750 West

Size: 1.09 acres

Summary:

A General Plan change from Rural Residential (1 to 2 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing)

Background:

The applicant has recently been cited twice by Code Enforcement for operating a trucking business in the A-1 zone, which is not allowed. The applicant has applied for this change so he can legally have parking and storage for his trucking business. If the subject property is rezoned, the zoning ordinance would require several improvements to the property. These improvements are listed below:

- Truck parking areas must be paved with concrete or asphalt.
- Outside storage areas must be screened.
- A six-foot-tall masonry wall is required where the property borders an agricultural zone, residential zone, or residential use.
- Given the adjoining A-1 zoning and 6750 West, twenty-feet of landscaping is required along all sides of the property.

Recommendation:

The Planning Commission recommends denial.

Department: Community Development Submitted by: Steve Pastorik

Date: 10/30/2025



WEST VALLEY CITY, UTAH

Draft Date: 10/25/2025 Date Adopted: Effective Date:	

ORDINANCE NO.

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 2720 SOUTH 6750 WEST ON 1.09 ACRES.

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

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

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-4-2025, filed by Eloy Santana Perez and located at 2720 South 6750 West within West Valley City, is hereby amended by reclassifying the following described property from Rural Residential (1 to 2 units/acre) to Light Manufacturing. Said property is more particularly described as follows:

Parcel #: 14-27-200-038

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this	day of	, 2025.	
		WEST VALLEY CITY	
		MAYOR	
ATTEST:			
CITY RECORDER			

WEST VALLEY CITY, UTAH

	ORDINANCE NO
Draft Date: 10/25/2025	
Date Adopted: Effective Date:	
AN OPPINANCE AND	ENDING THE ZONING MAD TO CHO

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2720 SOUTH 6750 WEST ON 1.09 ACRES FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING).

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

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

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

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

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-4-2025, filed by Eloy Santana Perez and located at 2720 South 6750 West within West Valley City, is hereby classified from zone A-1(Agriculture, minimum lot size 1 acre) to M (Manufacturing). Said property is more particularly described as follows:

Parcel #: 14-27-200-038

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law. **DATED** this ______ day of ________, 2025.

	WEST VALLEY CITY	
	MAYOR	
ATTEST:		
MILSI.		

CITY RECORDER

GENERAL PLAN AND ZONING AMENDMENT APPLICATION For property located at:

2720 South 6750 West, West Valley City, Utah 84128
Eloy Santana Perez
(Owner)

Parcel#14-27-200-038-0000

Community Development Department Planning & Zoning Division
West Valley City
To: Whom it may Concern:

The main reason we are requesting to change the Zoning classification of my property is that we are going to use it exclusively for parking and storage of all our equipment of my Trucking Company. As well as keep on living as a single family as we have been for the last 10 years.

I, Eloy Santana Perez, as the main owner of this property, am willing to make a voluntary agreement with the City; Once the authorities in charge approve the present application of rezoning my property at: 2720 South 6750 West, West Valley City, Utah 84128, referring to me and the successor(s) and/or the future owner(s) will not use this property for noise activities or commercial activities that disturb the peace of our neighbors. We will keep honoring the past Development agreement made with the City and the past owner(s) of the property mentioned above.

Also we want to be attentive to any recommendations or compliance with the legal codes inheritance to the related Rezoning of my property.

I really appreciate your help and attention to this letter and looking forward to having a positive end to this application. I am in the best disposicion to hear any suggestions or comments to get my rezoning request approved.

Sincerelly, Eloy Santana Perez Owner

GENERAL PLAN AND ZONING AMENDMENT APPLICATION

For property located at:

2720 South 6750 West, West Valley City, Utah 84128

Eloy Santana Perez

Parcel#14-27-200-038-0000

- 1.- What is the current West Valley City General Plan classification?
- R.- Rural Residential
- 2.- What is the current West Valley City Zoning classification?

R.- A1

- 3.- What is the requested General Plan classification?
- R.- Light Manufacturing
- 4.- What is the requested Zoning classification?

R.- "M"

5.- FOR WHAT REASON (S) DO YOU SUGGEST THE CHANGE?

The most important reason is that the current economy is bad for the Trucking business. We temporarily stop our commercial activities after 19 years of business as "Santana Trucking Inc", and also cancel the contract of parking spaces of our equipment at Sage Hill Industrial Park LLC, 1953 East, Ryan Park, Sandy, Utah 84092, best known as "GodFrey Trucking", 801-755-2978, until the economic situation improves and/or be convenient for the business.

The second reason is the great contrast to the 2 neighbors living alongside my property. The usage of the West Valley City Parks & Recreation Maintenance Building and Magna City Water is neither residential or agricultural use and you can clearly see their use is like the following characteristics: the fluent use of pick-up trucks, trailers with heavy-duty equipment for city maintenance, and also utilize their own property to park commercial 48-foot dry vans and other different types of maintenance vehicles. In addition, many workers, mainly from Magna City Water, do not honor the residential LIMIT SPEED when driving past our property.

NEIGHBOR ON THE EAST SIDE (10 feet ACROSS MY PROPERTY): West Valley City Parks & Recreation Maintenance Building, 2729 South 6750 West, West Valley City, Utah 84128

NEIGHBOR ON THE NORTH SIDE (BACK TO BACK OF MY PROPERTY):

Magna City Water,

2690 S 6750 West, West Valley City, Utah 84128

.

6.- What is the estimated development schedule?

R. N/A

GPZ-4-2025 Petition by Eloy Santana Perez requesting a General Plan change from Rural Residential to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 2720 S 6750 W on 1.09 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

Eloy Santana Perez has submitted a General Plan/zone change application for a 1.09-acre parcel located at 2720 South 6750 West. The property is currently zoned A-1 (Agriculture, minimum lot size 1 acre) and the current General Plan designation is Rural Residential (1 to 2 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing.

Surrounding zones include A-1 to the north, east, and west and A (Agriculture, minimum lot size ½ acre) and A-1 to the south. Surrounding land uses include single unit dwellings to the south and west, the City's park maintenance facility to the east, and City-owned storm water detention property and a Magna Water District water treatment plant to the north. The property includes a home that was built in 1949.

Staff spoke with the director of the Parks and Recreation Department and learned that there are about two deliveries a month from large dump trucks for landscaping materials like mulch to the park maintenance facility across the street from the subject property. These materials are then distributed to parks throughout the City. There are work trucks (not semi-trucks) and trailers stored within the yard that is north of the building.

Staff also reach out to Magna Water District to learn more about the water treatment plant to the north of the subject property. At the time this report was prepared, staff had not heard back from Magna Water District.

<u>Development Proposal</u>

As described in the applicant's concept plan and letter, if this application is approved, he intends to continue living in the home and use the property for parking and storage for his trucking business. In the applicant's letter, he provides the following reasons for the change:

"The most important reason is that the current economy is bad for the Trucking business. We temporarily stopped our commercial activities after 19 years of business as 'Santana Trucking Inc' and canceled the contract of parking spaces of our equipment at

Sage Hill Industrial Park LLC, 1953 East, Ryan Park, Sandy, Utah 84092, best known as 'Godfrey Trucking', 801-755-2978, until the economic situation improves and/or becomes convenient for the business".

"The second reason is the great contrast to the 2 neighbors living alongside my property. The usage of the West Valley City Parks & Recreation Maintenance Building and Magna City Water is neither residential nor agricultural use and you can clearly see their use is the following characteristics: the fluent use of pick-up trucks, trailers with heavy-duty equipment for city maintenance, and they utilize their own property to park commercial 48-foot dry vans and other different types of maintenance vehicles. In addition, many workers, mainly from Magna City Water, do not honor the residential speed limit when driving past our property".

Enforcement History and Current Issues on the Property

The applicant acquired the property in 2014. In 2017, an enforcement case (CE 201701377) was initiated on the property for inoperable or unlicensed vehicles, surfacing, grass/weeds exceeding 6 inches, setback violations for a temporary carport, lack of waterproofing on outbuildings, and outside storage. These violations were eventually resolved in 2019.

Another enforcement case (CE 202502905) was initiated on July 11, 2025 for grass/weeds exceeding 6 inches, operating a trucking business in an agricultural zone, and storing commercial vehicles in an agricultural zone. Since the issues were not resolved, an administrative citation was issued on August 7, 2025.

On September 16, 2025, another enforcement case (CE 202503978) was started, and a level 2 administrative citation was issued with the same violations as the previous administrative citation issued in August.

In addition to the outstanding violations identified in the code enforcement cases started this year, there are agricultural structures along the west and south sides of the property that appear to encroach into the required 10' setback. In addition, these structures were constructed without permits.

Staff is concerned that the introduction of commercial vehicles within A-1 zoning along the north side of Parkway Blvd is becoming a trend. The are several properties, including the subject property, along the north side of Parkway Blvd with commercial vehicles without the proper zoning, approvals, and improvements.

Back in 2006, a prior owner of the subject property converted the detached garage south of the home into living space without a permit and in violation of the zoning, which was A-1. In an effort to legitimize this conversion, the prior owner submitted an administrative determination (AD-22-2006) for the garage to be used as a caretaker's residence to support the then agricultural use on the property. This request was denied. The prior owner then appealed (B-16-2006) this decision to the Board of Adjustment. The appeal was also denied. Staff could find no permits or other evidence showing that this structure had been converted from living space back to a garage. In addition, the County Assessor indicates that there are 3 kitchens in the home which should be a single unit dwelling.

Staff asked the current owner if the structure south of the home is being used as a residence. He indicated that it is not but used for storage and his wife's crafting hobby.

Zoning Considerations with M Zoning

If the subject property is rezoned, the zoning ordinance would require several improvements to the property. These improvements are listed below:

- 1. Truck parking areas must be paved with concrete or asphalt (Section 7-9-114).
- 2. Outside storage areas must be screened (Section 7-7-119).
- 3. A six-foot-tall masonry wall is required where the property borders an agricultural zone, residential zone, or residential use (Section 7-6-303).
- 4. Given the adjoining A-1 zoning and 6750 West, twenty-feet of landscaping is required along the south, east, and west sides of the property (Sections 7-6-302 and 7-6-303). While the property to the north is also zoned A-1, it is owned by the City and is a wetland so staff would support no setback.

In addition to triggering improvements, a zone change to the M zone would make the home on the property a nonconforming use. As such, if the residential use of the home were to cease for a period of one year or more, the home could no longer be used for residential purposes.

FEMA Floodplain

Public Works staff has indicated that the northwest corner of the subject property falls within a FEMA floodplain Zone A. Zone As are approximate zones without a flood elevation established. Any permanent structures or even trailers that don't move frequently are subject to FEMA regulations.

Staff Alternatives:

- 1. Denial. The property is surrounded by A-1 zoning and is adjacent to two residential properties.
- 2. Continuance. This application should be continued for reasons determined during the public hearing.
- 3. Approval. This application should be approved subject to a development agreement that addresses the following:
 - a. All agricultural outbuildings on the property shall be removed.
 - b. Only one single unit dwelling shall be allowed on the property as a nonconforming use. The owner shall allow the City to inspect the interior of all structures on site to confirm compliance with this provision. Any violations found to this provision shall be corrected. Building permits shall be obtained for any corrections needed.
 - c. The owner shall apply for a conditional use permit for the trucking business and associated outside storage no later than February 28, 2026. Should the owner fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the property.
 - d. Assuming a conditional use permit is obtained, all improvements required as part of the conditional use permit shall be installed no later than October 31, 2026. Should the owner fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the property.
 - e. No setback shall be required along the north side of the property.

Discussion: Steve Pastorik presented. Commissioner Porter asked if the other parcels with trucks parked on them have Code Enforcement citations. Jody responded that there is one parcel to the east that has a citation for truck parking. Commissioner Matagi asked if this zone change will set a precedent. Steve Pastorik replied that each zoning application is evaluated on a case-by-case basis, but historically, industrial uses have been maintained on the north side of the Riter Canal. He added that the applicant pointed out in their application that the City's maintenance facility and the Magna Water

Treatment Plant aren't agricultural uses or residential uses, so that makes this situation a little different from some of the other properties.

Commissioner Woodruff asked what the General Plan is for this area. Steve replied it has the rural residential designation, which means one to two units an acre.

The applicant, Eloy Santana Perez, was present and added that he wants to rezone the property for the benefit of the company. He has already started bringing in gravel to be compliant.

Commissioner Woodruff asked Mr. Santana if he would be able to complete the requirements. Mr. Santana said he would be able to but would like more time. Commissioner Porter asked why he couldn't come into compliance in the past. Mr. Santana said in 2017, the City wouldn't give him information about how to be compliant. In all his interactions with the City he was turned away without answers. Commissioner Drozdek asked how he knew he was not in compliance in 2017. Mr. Santana replied that their property was inspected by the City and was told he had high weeds. Steve added that there were more violations at the time and most of them were resolved in 2019. Mrs. Santana came to the podium and listed many ways they had felt wronged by the City in their interactions over the years.

The Commissioners discussed the rezone among themselves. Commissioner Matagi asked Brandon Hall if the application could be continued and a professional interpreter could be provided. Brandon replied that legally the City is not required to provide interpreters.

Motion: Commissioner Matagi motioned to continue GPZ-4-2025. Commissioner Porter seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—GPZ-4-2025—CONTINUED

GPZ-4-2025 Petition by Eloy Santana Perez requesting a General Plan change from Rural Residential to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing). The property is located at 2720 S 6750 W on 1.09 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)

The following application was continued from the October 8, 2025 Planning Commission hearing to allow time for additional information and property history to be reviewed.

Eloy Santana Perez has submitted a General Plan/zone change application for a 1.09-acre parcel located at 2720 South 6750 West. The property is currently zoned A-1 (Agriculture, minimum lot size 1 acre) and the current General Plan designation is Rural Residential (1 to 2 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing.

Surrounding zones include A-1 to the north, east, and west and A (Agriculture, minimum lot size ½ acre) and A-1 to the south. Surrounding land uses include single unit dwellings to the south and west, the City's park maintenance facility to the east, and City-owned storm water detention property and a Magna Water District water treatment plant to the north. The property includes a home that was built in 1949.

Staff spoke with the director of the Parks and Recreation Department and learned that there are about two deliveries a month from large dump trucks for landscaping materials like mulch to the park maintenance facility across the street from the subject property. These materials are then distributed to parks throughout the City. There are work trucks (not semi-trucks) and trailers stored within the yard that is north of the building.

Staff also reach out to Magna Water District to learn more about the water treatment plant to the north of the subject property. At the time this report was prepared, staff had not heard back from Magna Water District.

Development Proposal

As described in the applicant's concept plan and letter, if this application is approved he intends to continue living in the home and use the property for parking and storage for his trucking business. In the applicant's letter, he provides the following reasons for the change:

"The most important reason is that the current economy is bad for the Trucking business. We temporarily stopped our commercial activities after 19 years of

business as 'Santana Trucking Inc' and canceled the contract of parking spaces of our equipment at Sage Hill Industrial Park LLC, 1953 East, Ryan Park, Sandy, Utah 84092, best known as 'Godfrey Trucking', 801-755-2978, until the economic situation improves and/or becomes convenient for the business".

"The second reason is the great contrast to the 2 neighbors living alongside my property. The usage of the West Valley City Parks & Recreation Maintenance Building and Magna City Water is neither residential nor agricultural use and you can clearly see their use is the following characteristics: the fluent use of pick-up trucks, trailers with heavy-duty equipment for city maintenance, and they utilize their own property to park commercial 48-foot dry vans and other different types of maintenance vehicles. In addition, many workers, mainly from Magna City Water, do not honor the residential speed limit when driving past our property".

Enforcement History and Current Issues on the Property

The applicant acquired the property in 2014. In 2017, an enforcement case (CE 201701377) was initiated on the property for inoperable or unlicensed vehicles, surfacing, grass/weeds exceeding 6 inches, setback violations for a temporary carport, lack of waterproofing on outbuildings, and outside storage. These violations were eventually resolved in 2019.

Another enforcement case (CE 202502905) was initiated on July 11, 2025 for grass/weeds exceeding 6 inches, operating a trucking business in an agricultural zone, and storing commercial vehicles in an agricultural zone. Since the issues were not resolved, an administrative citation was issued on August 7, 2025. On September 16, 2025, another enforcement case (CE 202503978) was started, and a level 2 administrative citation was issued with the same violations as the previous administrative citation issued in August.

In addition to the outstanding violations identified in the code enforcement cases started this year, there are agricultural structures along the west and south sides of the property that appear to encroach into the required 10' setback. In addition, these structures were constructed without permits.

Staff is concerned that the introduction of commercial vehicles within A-1 zoning along the north side of Parkway Blvd is becoming a trend. The are several properties, including the subject property, along the north side of Parkway Blvd with commercial vehicles without the proper zoning, approvals, and improvements.

Back in 2006, a prior owner of the subject property converted the detached garage south of the home into living space without a permit and in violation of the zoning,

which was A-1. In an effort to legitimize this conversion, the prior owner submitted an administrative determination (AD-22-2006) for the garage to be used as a caretaker's residence to support the then agricultural use on the property. This request was denied. The prior owner then appealed (B-16-2006) this decision to the Board of Adjustment. The appeal was also denied. Staff could find no permits or other evidence showing that this structure had been converted from living space back to a garage. In addition, the County Assessor indicates that there are 3 kitchens in the home which should be a single unit dwelling.

Staff asked the current owner if the structure south of the home is being used as a residence. He indicated that it is not but is used for storage and his wife's crafting hobby.

Zoning Considerations with M Zoning

If the subject property is rezoned, the zoning ordinance would require several improvements to the property. These improvements are listed below:

- Truck parking areas must be paved with concrete or asphalt (Section <u>7-9-114</u>).
- Outside storage areas must be screened (Section <u>7-7-119</u>).
- A six-foot-tall masonry wall is required where the property borders an agricultural zone, residential zone, or residential use (Section <u>7-6-303</u>).
- Given the adjoining A-1 zoning and 6750 West, twenty-feet of landscaping is required along the south, east, and west sides of the property (Sections <u>7-6-302</u> and <u>7-6-303</u>). While the property to the north is also zoned A-1, it is owned by the City and is a wetland so staff would support no setback.

In addition to triggering improvements, a zone change to the M zone would make the home on the property a nonconforming use. As such, if the residential use of the home were to cease for a period of one year or more, the home could no longer be used for residential purposes.

FEMA Floodplain

Public Works staff has indicated that the northwest corner of the subject property falls within a FEMA floodplain Zone A. Zone As are approximate zones without a flood elevation established. Any permanent structures or even trailers that don't move frequently are subject to FEMA regulations.

Staff Alternatives:

- 1. Denial. The property is surrounded by A-1 zoning and is adjacent to two residential properties.
- 2. Continuance. This application should be continued for reasons determined

during the public hearing.

- 3. Approval. This application should be approved subject to a development agreement that addresses the following:
 - a. All agricultural outbuildings on the property shall be removed.
 - b. Only one single unit dwelling shall be allowed on the property as a nonconforming use. The owner shall allow the City to inspect the interior of all structures on site to confirm compliance with this provision. Any violations found to this provision shall be corrected. Building permits shall be obtained for any corrections needed.
 - c. The owner shall apply for a conditional use permit for the trucking business and associated outside storage no later than February 28, 2026. Should the owner fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the property.
 - d. Assuming a conditional use permit is obtained, all improvements required as part of the conditional use permit shall be installed no later than October 31, 2026. Should the owner fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the property.
 - e. No setback shall be required along the north side of the property.

Discussion: Steve Pastorik presented the application that was continued from the October 8th Public Hearing. Commissioner Durfee motioned to reopen the public comment. Commissioner Woodruff seconded. A voice vote was taken, and all were in favor of the motion.

The applicant, Eloy Santana Perez, came to the podium. Commissioner Durfee asked Mr. Perez if both structures are being used as homes. Mr. Perez answered that the secondary structure is not being used for living space. Commissioner Durfee asked how many of his semitrucks are registered. Mr. Perez answered that two of his five trucks are registered. Commissioner Matagi asked if they are open to living somewhere else to make the approval more of a possibility. Mr. Perez and his wife said they are open to moving.

The Commission shared concerns about allowing a residential property to operate a trucking business and setting a precedent for other properties in the area.

Motion: Commissioner Porter motioned to deny GPZ-4-2025. Commissioner Woodruff seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—GPZ-4-2025—DENIED

Description: Development Agreement with Eloy Santana Perez		
Fiscal Impact: \$0		
Funding Source: N/A		
Account #: N/A		
Budget Opening Required:		

Issue:

A resolution authorizing the City to enter into a development agreement with Eloy Santana Perez.

Summary:

This resolution authorizes a development agreement between the City and Eloy Santana Perez to establish minimum standards for a trucking business proposed at 2720 South 6750 West.

Background:

Eloy Santana Perez has submitted a General Plan/zone change application (GPZ-4-2025) on property at 2720 South 6750 West to change the General Plan from Rural Residential (1 to 2 units/acre) to Light Manufacturing and the zoning from A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing). The Planning Commission recommended denial; however, a majority of the Council requested a development agreement during the meeting on November 25th.

Below is a summary of the standards in the development agreement:

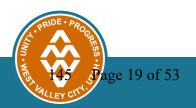
- All agricultural outbuildings are to be removed.
- Business hours are limited from 7 AM to 10 PM.
- For residential uses, only one single unit dwelling is allowed.
- Deadlines are set for the applicant to apply for a conditional use permit and to install the required improvements.
- The required masonry wall is to meet the decorative standard outlined in City code.
- No setback is required along the north side.
- Trailers with refrigeration are prohibited unless the refrigeration units are always off.
- Use limitations are included to preclude the more impactful uses allowed in the M zone.

Recommendation:

The Planning Commission recommends denial to the City Council.

Department: Community Development Submitted by: Steve Pastorik

Date: 12/2/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH ELOY SANTANA PEREZ
FOR APPROXIMATELY 1.09 ACRES OF PROPERTY LOCATED
AT APPROXIMATELY 2720 SOUTH 6750 WEST.
WHEREAS , Eloy Santana Perez (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
WHEDEAS Developer has valuntarily represented to the West Valley City Council that it will

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 a	and MADE EFFECTIVE thisday 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 Eloy Perez Santana, ar
individual, (herein "Developer") for the land to be included in or affected by the project located at
approximately 2720 South 6750 West 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 1.09 acres of real property located at approximately 2720 South 6750 West 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. <u>Affected Property</u>. 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. <u>Compliance</u> with <u>City Design and Construction Standards</u>. 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. <u>No Joint Venture, Partnership or Third Party Rights</u>. 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. <u>Integration. Modification, and Entire Agreement</u>. 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. <u>Notices</u>. 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: Eloy Santana Perez

2720 South 6750 West

West Valley City, UT 84128

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. <u>Choice of Law and Venue</u>. 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. <u>Court Costs</u>. 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. <u>Severability</u>. 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:
	ELOY SANTANA PEREZ
State of	
•	
	Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-27-200-038:

BEG E 180 FT FR N 1/4 COR SEC 27, T1S, R2W, SLM; E 150 FT; S 371.25 FT; W 150 FT; N 371.25 FT TO BEG. LESS & EXCEPT BEG E 180 FT FR N 1/4 COR SEC 27, T1S, R2W, SLM; E 167.3 FT; S 0°02'07" E 92.64 FT S; N 31°44'30" W 84.47 FT; S 66°00'51" W 134.49 FT; N 0°02'07" W 75.48 FT N TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

- 1. All agricultural outbuildings shall be removed from the Property no later than July 31, 2026.
- 2. The business hours of operation shall be limited to 7 AM to 10 PM.
- 3. Only one single unit dwelling shall be allowed on the Property as a nonconforming use.
- 4. The Developer shall allow the City to inspect the interior of all structures on site to confirm compliance with item 3 above. Any violations found to this provision shall be corrected. Building permits shall be obtained for any corrections needed.
- 5. The Developer shall apply for a conditional use permit for the trucking business and associated outside storage no later than March 4, 2026. Should the Developer fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the Property.
- 6. Assuming a conditional use permit is obtained, all improvements required as part of the conditional use permit shall be installed no later than November 30, 2026. Should the Developer fail to meet this deadline, all trucks, trailers, and equipment associated with the trucking business shall be removed from the Property.
- 7. Where masonry walls are required, the masonry walls shall meet the requirements in subsection 9 of Section 7-2-114 of the West Valley City Zoning Ordinance.
- 8. No setback shall be required along the north side of the Property.
- 9. Trailers with refrigeration units shall not be allowed on the Property unless the refrigeration units are always turned off.
- 10. In addition to the uses prohibited by the City's zoning ordinances, the following uses are prohibited:
 - a. Agricultural Business or Industry
 - b. Detention Facility/Jail
 - c. Incinerator
 - d. Heavy Industrial
 - e. Heavy Truck and Trailer Service
 - f. Towing and Impound Yard
 - g. Vehicle Recycling Facility

- Applicant: Eloy Santana Perez
- Request: A General Plan change from Rural Residential to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing).

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- Location: 2720 S 6750 W on 1.09 acres
- Staff: Steve Pastorik



GPZ-4-2025 2720 South 6750 West

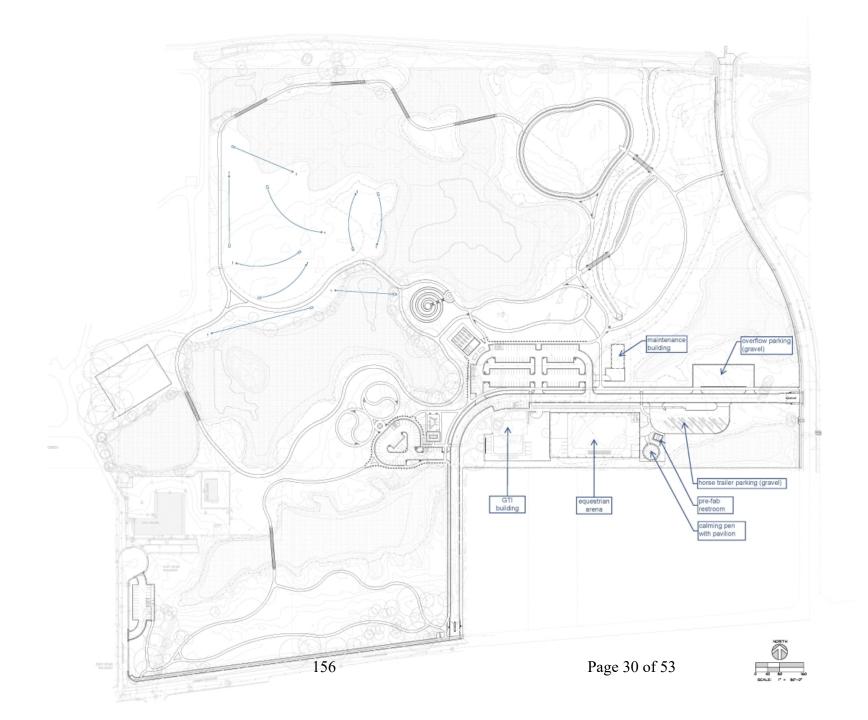




GPZ-4-2025 2720 South 6750 West





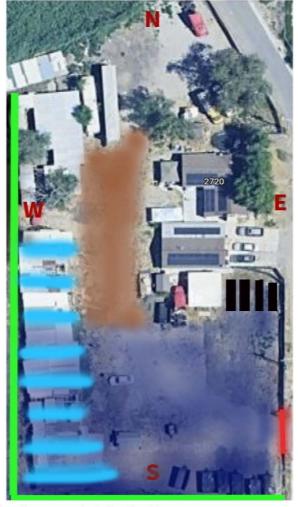








PLAN OF IMPROVEMENTS





RED- Gate for East Entrance

GREEN-Installing Fence (6 feet high)

LIGHT BLUE LINES- Removing the Temporary Chicken

Coops. Parking spaces & storage for Truck & trailers/equipment.

Brown-Gravel

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BLACK - Car Parking spaces



Aerial





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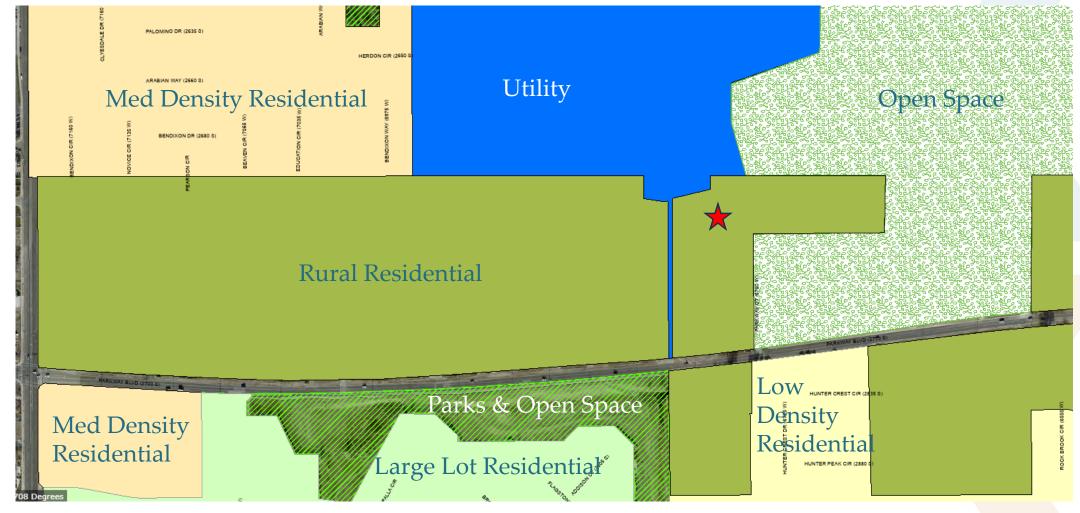
GPZ-4-2025 General Plan





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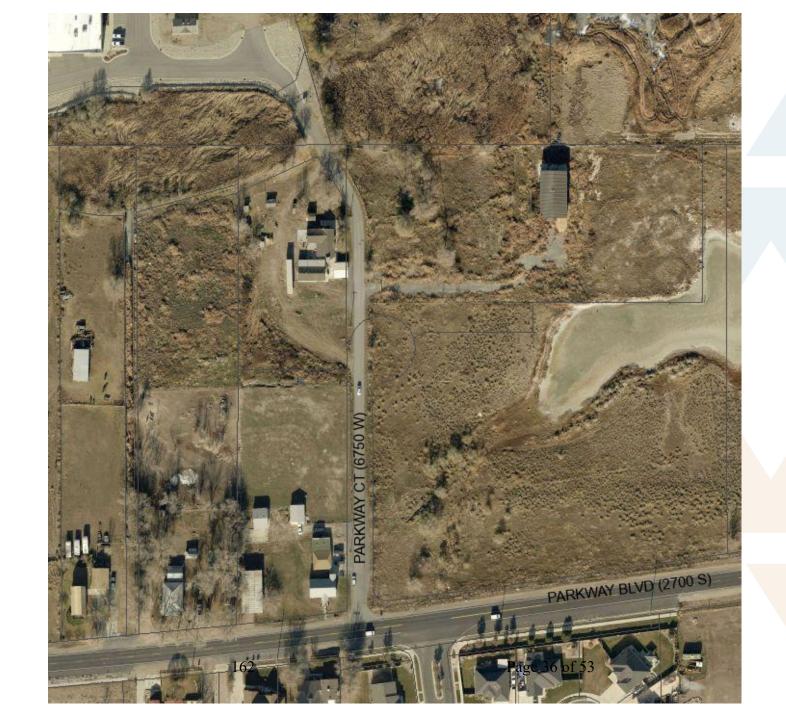
GPZ-4-2025 General Plan





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GPZ-4-2025 North





GPZ-4-2025 North





GPZ-4-2025 Northwest





GPZ-4-2025 West





GPZ-4-2025 West





GPZ-4-2025 Northwest





GPZ-4-2025 South





GPZ-4-2025 Southwest





GPZ-4-2025 Northeast





GPZ-4-2025 North





GPZ-4-2025 East





GPZ-4-2025 East





GPZ-4-2025 South





GPZ-4-2025 Northwest



