



WEST VALLEY CITY

The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, January 13, 2026, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. December 9, 2025
4. Review Agendas for Regular City Council and Annual Redevelopment Agency and Municipal Building Authority Meetings of January 13, 2026
 - A. Regular City Council Agenda
 - B. Annual RDA Meeting Agenda
 - C. Annual BA Meeting Agenda

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

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.

5. Ordinances:

- A. 26-01: Adopt an Amendment to the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County
- B. 26-02: Amend Section 1-2-107 of the West Valley City Municipal to Update Certain Parks and Recreation Fees

6. Resolutions:

- A. 26-01: Authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Services at the Harmon Senior Recreation Center
- B. 26-02: Authorize the Execution of an Amendment to an Agreement with Taylorsville City for Animal Control Services
- C. 26-03: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Access to Aerial Imagery
- D. 26-04: Authorize the City to Enter Into a Memorandum of Agreement with the State of Utah to Provide Law Enforcement Services
- E. 26-05: Approve an Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation and Accept a Quit Claim Deed

7. Consent Agenda Scheduled for January 27, 2026

- A. Reso 26-06: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from JSB Apex Properties, LLC for Property Located at 4085 South 2200 West

8. Authorize Consent Agenda for Regular Meeting of January 27, 2026

9. New Business Scheduled for January 27, 2026

- A. Elect a Mayor Pro Tem for a Two Year Term

10. Review Agenda for Special Redevelopment Agency Meeting Scheduled for January 27, 2026

- A. Special RDA Agenda

11. Communications:

- A. Pre-Legislative Session Update (10 min)
- B. Land Planning Update for Property Located at Approximately 1300 West 3300 South (20 min)
- C. Council Calendar



12. New Business:

A. Potential Future Agenda Items

B. Council Reports

13. Motion for Closed Session (if necessary)

14. Adjourn







WEST VALLEY CITY
City Council Study Meeting
December 9, 2025

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, DECEMBER 9, 2025 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 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
Karen Lang, Mayor (*electronically*)
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Kent Stokes, Deputy 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
Tumi Young, Chief Code Enforcement Officer
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD NOVEMBER 25, 2025

MINUTES OF COUNCIL STUDY MEETING – NOVEMBER 25, 2025

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The Council considered the Minutes of the Study Meeting held November 25, 2025. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Study Meeting held November 25, 2025. Councilmember Wood seconded the motion.

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

INTRODUCTION OF NEW EMPLOYEES

Deputy Chief Stokes introduced Jenna Johnstone from the Police Department.

Steven Calbert introduced Lorena Rivera from the Justice Courts.

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF DECEMBER 9, 2025

Sam Johnson reported on a collaboration with former Councilmember Corey Rushton and Hunter Elementary School to involve students in naming a West Valley City street sweeper. Public Works staff, including Erik Brondum and sweeper operator Jason, visited the school to present stormwater education to kindergarten and first-grade students and demonstrate the sweeper. Students selected a name for the machine, the Knight Rider, and will be recognized during this evening's Council meeting. The City plans to expand this type of student engagement by involving more schools in naming sweepers and snow plows in the future.

Mayor Pro Tem Christensen stated that former Mayor Ron Bigelow would be attending the meeting this evening to present the Council with a check for the Utah Veteran's Memorial.

Steve Pastorik stated that staff wanted to provide perspective on the zoning request that was continued during the last City Council Regular Meeting. He explained that the current property designation is Rural Residential and the General Plan designation is Agricultural. While the request is to rezone the property to Light Industrial (M zoning), staff suggested that an alternative consideration could be a different residential designation that is not agricultural but remains residential in nature. Councilmember Nordfelt asked for clarification. Steve clarified that staff's perspective included considering a non-agricultural single-family residential zoning option. He explained that the current Rural Residential designation allows very low-density development (approximately one to two units per acre). While the request is to rezone the property from agricultural/rural to industrial, staff advised the City to also consider a standard residential zoning alternative rather than limiting the options to only agricultural or industrial, as part of a broader long-range planning perspective. Councilmember Harmon stated that the request for residential is not currently on the table but if the applicant were to want to apply for a rezone in the future, residential would be staff's recommended use. Steve replied yes. Steve stated that per the Council's request, a Development has been drafted with points as follows:

Steve Pastorik reported that, per the Council's request, a draft Development Agreement has been prepared with the following key provisions:

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

Steve stated that the applicant, having signed the draft Development Agreement with the ten conditions, is willing to comply with all provisions but requested flexibility on refrigeration units. Specifically, they propose either allowing units subject to the City's noise ordinance or limiting the number of units to three with a designated storage area, to be included as part of the conditional use permit. This adjustment would modify the current restriction in Item 9 if the Council agrees to proceed with the development agreement. Mayor Pro Tem verified that the refrigeration units are trailers. Steve replied yes. refrigerated trailers.

Councilmember Harmon noted that some Council members have expressed potential support of this application because there is a City owned property that includes industrial type uses and a school. However, he emphasized that both properties are still zoned residential or agricultural and the proposed use for this property is not permitted in that zone. Approving the request would constitute spot zoning for this single parcel to allow the applicant to continue an existing use that is currently not compliant with the zoning.

Councilmember Huynh asked how many properties are to the west of this one. Steve replied that he is unsure but the road extends to 7200 West. He provided additional context on the property and surrounding area, noting that most nearby parcels are deep and narrow with homes and outbuildings. He highlighted that the subject property is somewhat of an exception, with a separate property over an acre directly to the south. He also clarified that certain uses, such as religious facilities (e.g., a Buddhist temple) and other institutional uses like schools or government buildings, are permitted in any zone and do not require a conditional use permit.

Councilmember Nordfelt asked what costs could be incurred. Steve replied some improvements would be installation of a masonry wall with specific design and color requirements, truck parking areas must be surfaced with concrete or asphalt, landscaping (including a landscape buffer along residential boundaries) in addition to the wall to provide screening. Councilmember Nordfelt stated that this is open land and he feels its important to preserve this open space. Councilmember Harmon agreed and noted that there are trucking businesses to the north.

Upon inquiry by Mayor Pro Tem Christensen, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council Meeting scheduled later this night.

AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR JANUARY 13, 2026

A. ESSENTIAL PIECE AWARD RECOGNITIONS

Craig Thomas, Community and Culture Director, provided an update on the Essential Piece Awards, which were established about two years ago to recognize outstanding residents, businesses, employees, and community partners who go above and beyond normal

expectations. This marks the program's second full year. Awardees include a mix of residents, business owners, educators, and youth who contribute positively to West Valley City. Recipients will be recognized at the next City Council meeting in January, with a short reception, presentation of certificates, and photographs. Councilmember Wood asked how the awardees are selected. Craig replied they can be nominated through various channels, including staff, City Council, the Mayor, fellow employees, or fellow businesses. When community nominations are not available, staff will identify and recognize individuals who have made notable contributions to the city.

PUBLIC HEARINGS SCHEDULED FOR JANUARY 13, 2026

A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2025-2026 BUDGET

Mayor Pro Tem Christensen informed a public hearing had been advertised for the Regular Council Meeting scheduled January 13, 2026 in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2025-2026 Budget.

Proposed Ordinance 25-40 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE 25-40, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

Jim Welch, Finance Director, discussed proposed Ordinance 25-40 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

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

Councilmember Whetstone asked if the deployment reimbursements cover overtime costs. Jim explained that they fully cover costs associated with deployments and provides additional funds to support equipment use. These funds are typically reinvested into staff overtime or allocated to the Capital Improvement Program (CIP) for equipment replacement, supporting various fire projects and equipment needs. Councilmember Whetstone asked if the underruns are due lower wages or vacancies. Jim explained that an

underrun can result from vacancies, positions filled at lower salaries than budgeted, or underspending in specific budgeted items. Funds not spent in one year, such as from a designated tax account, may carry over for use in the following year.

The City Council will consider Ordinance 25-40 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M.

RESOLUTION 25-188: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH ALPINE HOMES, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 3814 AND 3876 SOUTH 6000 WEST

Steve Pastorik, CD Director, presented proposed resolution 25-188 that would authorize the Execution of an Amendment to a Development Agreement with Alpine Homes, LLC for Property Located at Approximately 3814 and 3876 South 6000 West.

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

The City Council approved a development agreement with Grow Development, LLC last year for a residential development at 3814 and 3876 South 6000 West. Grow Development, LLC recently sold the property to Alpine Homes, LLC who has requested an amendment to the agreement. The agreement currently prohibits basement entrances on all homes. Alpine would like to include basement entrances on the eight homes that will face 6000 West. The lots for these eight homes are wider and larger than the rest of the lots within the development and Alpine would like to include accessory dwelling units (ADUs) within these eight homes. While ADUs are not prohibited in the development agreement, Alpine has argued that basement entrances make ADUs more cost effective.

In exchange for the ability to add basement entrances on these eight homes, Alpine is offering to increase the minimum home area on these homes from 2,250 square feet to 2,350 square feet and to include 3-car garages on the same eight homes.

Councilmember Harmon asked if this type of application is noticed. Steve replied no.

Councilmember Nordfelt asked what the frontage is on the lots facing 6000 West. Steve replied 80 feet. Upon inquiry by Councilmember Nordfelt, Steve discussed driveway and garage configurations in the development. He noted that a three-car garage typically flares and may not provide full-width driveway space. The plan includes an additional side pad, such as an RV pad, allowing for extra vehicle parking. If the driveway spans the full width of the garage, the total capacity could accommodate up to seven vehicles.

Councilmember Wood asked if there are requirements for the basement to be finished. Steve replied

no. Councilmember Whetstone noted that 6000 West is already busy with on-street parking. Mayor Lang asked if the Council can stipulate no on-street parking on 6000 West. Steve replied that this could be done outside of a Development Agreement. After discussion, a majority of the Council requested that this item be removed from the Regular Meeting Agenda scheduled January 13, 2026. Mayor Lang stated that she would like to request that any potential Development Agreement amendments come to the Council as a communication item first in the future.

The City Council will consider Resolution 25-188 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M

RESOLUTION 25-189: AUTHORIZE THE PURCHASE OF TWO FIRE ENGINES FROM SIDDONS-MARTIN EMERGENCY GROUP

John Evans, Fire Chief, presented proposed resolution 25-189 that would authorize the Purchase of Two Fire Engines from Siddons-Martin Emergency Group.

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

West Valley City Department seeks to purchase two Pierce fire engines to replace two of our current engines in our frontline fleet.

The two engines we are looking to replace are both 2019 Rosenbauer engines with approximately 82,000 miles on them. The build time for a new fire engine is approximately 26-28 months. We anticipate that our current Rosenbauer engines will be well over 110,000 miles by the time the new Pierce engines arrive.

Our replacement or rotation plan would put the 2019 Rosenbauer engines into reserve status. In turn, we would put two of our current reserve engines that were built in 2005 into a training designation status. The two 2005 engines that will be designated for training are not reliable for reserve status any longer.

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

Number of Apparatus	Type of Apparatus	Cost Per Apparatus
2	Type 1 Pierce Saber Pumper	\$1,052,739

Councilmember Whetstone stated that he supports replacing these trucks but stated that he believes a tiller truck would benefit the City as well.

The City Council will consider Resolution 25-189 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M

RESOLUTION 25-190: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR LIBRARY SECURITY SERVICES

Ken Stokes, Deputy Police Chief, presented proposed resolution 25-190 that would authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Library Security Services.

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

Salt Lake County wishes to continue hiring off-duty West Valley City Police Officers to provide security and law enforcement services on an as needed basis at the West Valley branch of the Salt Lake County library ecosystem. The county wishes to extend the interlocal agreement previously entered on or about March 13, 2023, governing the conditions under which they hire off-duty police officers. The interlocal agreement is consistent with the Police Department's secondary employment hiring procedures. Offices claim the hours and rate on their timecards and the city is reimbursed the hours/rate on a quarterly basis via invoice and check sent to treasury.

Councilmember Wood asked if Hunter Library has security. Deputy Chief Stokes replied no. Councilmember Whetstone asked if this agreement is needed or if it is a deterrent. Deputy Chief Stokes replied both.

The City Council will consider Resolution 25-190 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M

RESOLUTION 25-191: APPROVE A SUBRECIPIENT AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS

Peggy Calda, CD, presented proposed resolution 25-191 that would approve a Subrecipient Agreement to Participate in a Consortium to Receive HOME Investment Partnership Funds.

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

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act,

Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in September 2023. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction and home rehabilitation.

Councilmember Whetstone clarified that this is separate from the Housing Authority. Peggy replied yes.

The City Council will consider Resolution 25-191 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M

RESOLUTION 25-192: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TAYLORSVILLE CITY FOR THE 2026 OVERLAY PROJECT

Coby Wilson, Public Works, presented proposed resolution 25-192 that would authorize the Execution of an Interlocal Cooperation Agreement with Taylorsville City for the 2026 Overlay Project.

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

West Valley City and Taylorsville acknowledge the need for an asphalt mill and fill on both 4100 South between 2200 West and Redwood Road, and 2700 West between 4700 South and 4100 South. The cities have agreed to work together on these shared corridors so that the needed pavement rehabilitation work can be accomplished at the same time resulting in a higher-quality final product.

This Interlocal Cooperation Agreement outlines the cost-sharing arrangement between West Valley City and Taylorsville. West Valley City will serve as the lead agency for both design and construction management and will collaborate closely with Taylorsville throughout all phases of the project.

The City Council will consider Resolution 25-192 at the Regular Council Meeting scheduled January 13, 2026 at 6:30 P.M

AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF JANUARY 13, 2026

The Council agreed to add Resolutions 25-190, 25-191, and 25-192 to the Consent Agenda for the January 13, 2026 Regular City Council Meeting at 6:30 PM.

COMMUNICATIONS

A. COUNCIL CALENDAR

Mayor Pro Tem Christensen referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

N/A

**B. COUNCIL REPORTS
COUNCILMEMBER HARMON**

Councilmember Harmon stated that he attended the My Hometown Christmas celebration.

COUNCILMEMBER WOOD

Councilmember Wood stated that she attended an elected officials training and an open house at Pearce Cottages.

MAYOR PRO TEM CHRISTENSEN

Mayor Pro Tem Christensen shared a personal health update, informing the Council that he experienced a minor stroke during a previous meeting. He thanked Chief Evans, City Manager Ifo Pili, and Station 73 personnel for their immediate assistance. Following the incident, he received medical care, including evaluation by his regular physician and a neurologist, who cleared him for normal activities, including driving, with guidance on ongoing exercise and healthy habits. He noted that the stroke was minor, he remained conscious throughout, and the risk of recurrence is very low.

Mayor Pro Tem Christensen noted that he attended the Mosquito Abatement District tax increase hearing.

MOTION FOR CLOSED SESSION

Councilmember Whetstone moved to adjourn and reconvene in a Closed Session for discussion of disposition of real property. Councilmember Harmon seconded the motion.

MINUTES OF COUNCIL STUDY MEETING – NOVEMBER 25, 2025

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

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

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY
6MEETING ON TUESDAY DECEMBER 9, 2025 WAS ADJOURNED AT 5:36 PM BY
MAYOR PRO TEM CHRISTENSEN .

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

Nichole Camac, MMC
City Recorder

THE WEST VALLEY CITY COUNCIL RECONVENED IN CLOSED SESSION ON TUESDAY,
DECEMBER 9, 2025, AT 5:42 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL,
3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS
CALLED TO ORDER BY MAYOR PRO TEM CHRISTENSEN.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large/ Mayor Pro Tem
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
Will Whetstone, Councilmember District 3

MINUTES OF COUNCIL STUDY MEETING – NOVEMBER 25, 2025

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Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Steve Pastorik, CD Director
Jamie Young, Parks and Recreation Director

The City Council met in Closed Session and discussed disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE CLOSED SESSION OF DECEMBER 9, 2025 WAS ADJOURNED AT 6:17 P.M. BY MAYOR PRO TEM CHRISTENSEN .

Nichole Camac, MMC
City Recorder



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, January 13, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Scott Harmon
4. Special Recognitions
5. Approval of Minutes:
 - A. December 9, 2025
6. Awards, Ceremonies and Proclamations:
 - A. Essential Piece Award Recognitions

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

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.

7. Public Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

8. Public Hearings:

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

Action: Consider Ordinance 25-40, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

9. Resolutions:

A. 25-189: Authorize the Purchase of Two Fire Engines from Siddons-Martin Emergency Group

10. Consent Agenda:

A. 25-190: Authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Library Security Services

B. 25-191: Approve a Subrecipient Agreement to Participate in a Consortium to Receive HOME Investment Partnership Funds

C. 25-192: Authorize the Execution of an Interlocal Cooperation Agreement with Taylorsville City for the 2026 Overlay Project

11. New Business:

A. Elect a Mayor Pro Tem for a Two Year Term

12. Motion for Closed Session (if necessary)

13. Adjourn





WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, January 13, 2026, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the 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>.

CINDY WOOD, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order- Chair Cindy Wood
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. November 18, 2025 (Special Meeting)
5. New Business
 - A. Elect of Chair/Vice Chair for 2026
6. Adjourn

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

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.



WEST VALLEY CITY

Redevelopment Agency Special Meeting Minutes
November 18, 2025

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, NOVEMBER 18, 2025, AT 7:13 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM.

THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON CINDY WOOD.

THE FOLLOWING MEMBERS WERE PRESENT:

Cindy Wood, Chair
Lars Nordfelt
Tom Huynh
William Whetstone
Scott Harmon
Don Christensen
Karen Lang (*electronically*)

STAFF PRESENT:

Ifo Pili, Chief Executive Officer
Nichole Camac, Secretary
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Justin Wycoff, Deputy 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
Tumi Young, Chief Code Enforcement Officer
Jake Arslanian, Facilities Director
Harold Moleni, Administrative Analyst
Travis Crosby, IT

APPROVAL OF MINUTES OF SPECIAL MEETING HELD OCTOBER 28, 2025

The Agency considered Minutes of the Special Meeting held October 28, 2025. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Special Meeting held October 28, 2025. Mr. Christensen seconded the motion.

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

25-11: AUTHORIZE THE AGENCY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH YESCO LLC

Chairperson Wood discussed proposed RDA Resolution 25-11 that would authorize the Agency to Enter Into a Professional Services Agreement with Yesco LLC.

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

As part of the Community Economic Development Strategic Plan to beautify the City, the Redevelopment Agency identified the need for enhanced signage at the Utah First Credit Union Amphitheatre. The purpose of this project is to clearly signal to concertgoers that they are in West Valley City and to strengthen civic branding at this high-traffic venue.

The Redevelopment Agency issued an RFP seeking qualified firms to provide signage and landscaping services. YESCO LLC was determined to be the best qualified firm to deliver the required design, construction, and installation services. The Agreement establishes a not-to-exceed amount of \$327,402.00 for YESCO's services.

This project represents a significant enhancement to the Amphitheatre and its surrounding area, improving visibility, civic branding, and overall aesthetics.

Upon inquiry by Chairperson Wood there were no further questions from members of the Agency, and she called for a motion.

Mr. Harmon moved to approve Resolution 25-11.

Ms. Lang seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes

Mr. Nordfelt	Yes
Chair Wood	Yes

Unanimous.

25-12: AUTHORIZE THE AGENCY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EMPIRICAL PUBLIC AFFAIRS

Chairperson Wood discussed proposed RDA Resolution 25-12 that would authorize the Agency to Enter Into a Professional Services Agreement with Empirical Public Affairs.

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

The Maverik Center needs upgrades and renovations to fulfill our obligation to be a host venue for the 2034 Olympic Winter Games. West Valley City is currently performing a cost and needs assessment of the Maverik Center, so while we don't know at this time exactly what the cost of these needs will be, we know it will be expensive, and we want to make every effort to ensure those costs will not be born solely by West Valley City. To that end, the RDA and City Administration agree that securing the services of a state lobbyist for the sole purpose of securing funds to assist in this remodel is in the best interest of the City. RDA staff, City Administration, and Government Relations have met with EPA and believe their experience, connections, and knowledge of the entertainment industry makes them the best candidate to meet these lobbying needs.

Upon inquiry by Chairperson Wood there were no further questions from members of the Agency, and she called for a motion.

Mr. Nordfelt moved to approve Resolution 25-12.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Wood	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Mr. Harmon, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, NOVEMBER 18, 2025, WAS ADJOURNED AT 7:15 PM. BY CHAIRPERSON WOOD.

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

Nichole Camac
Secretary

11/26/2025

AGENCY & AUTHORITY OFFICER ROTATION LIST

Redevelopment Agency

<u>Year</u>	<u>Chair</u>	<u>Vice Chair</u>
2026	Don Christensen	William Whetstone
2027	William Whetstone	Scott Harmon
2028	Scott Harmon	Tom Huynh
2029	Tom Huynh	Lars Nordfelt
2030	Lars Nordfelt	Cindy Wood
2031	Cindy Wood	Don Christensen

Building Authority

<u>Year</u>	<u>Chair</u>	<u>Vice Chair</u>
2026	Lars Nordfelt	Cindy Wood
2027	Cindy Wood	Don Christensen
2028	Don Christensen	William Whetstone
2029	William Whetstone	Scott Harmon
2030	Scott Harmon	Tom Huynh
2031	Tom Huynh	Lars Nordfelt



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Building Authority will be held on Tuesday, January 13, 2026, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the 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>.

TOM HUYNH, CHAIR
LARS NORDFELT, VICE CHAIR

A G E N D A

1. Call to Order- Chair Tom Huynh
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. October 14, 2025
5. New Business
 - A. Elect Chair/Vice-Chair for 2026
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.



WEST VALLEY CITY

Municipal Building Authority Regular Meeting
Minutes

October 14, 2025

THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR ELECTRONIC SESSION FOR THE REGULAR MEETING ON TUESDAY, OCTOBER 14, 2025, AT 7:36 P.M.

THE MEETING WAS CALLED TO ORDER BY CHAIR TOM HUYNH.

THE FOLLOWING MEMBERS WERE PRESENT:

Tom Huynh- Chair
Scott Harmon
Lars Nordfelt
Will Whetstone
Don Christensen
Karen Lang
Cindy Wood

STAFF PRESENT:

Ifo Pili, Chief Executive Officer
Nichole Camac, Secretary
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
Tumi Young, Chief Code Enforcement Officer
Harold Moleni, Administrative Analyst
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 10, 2025

The Board considered Minutes of the Regular Meeting held June 10, 2025. There were no changes, corrections or deletions.

Mr. Christensen moved to approve the Minutes of the Regular Meeting of June 10, 2025. Ms. Lang seconded the motion.

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

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2025-2026 BUDGET

Chairperson Huynh informed a public hearing had been advertised for the Regular Municipal Building Authority Meeting scheduled October 14, 2025, in order for to hear and consider public comments regarding Re-Opening the FY 2025-2026 Budget.

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

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

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

ACTION: RESOLUTION NO. 25-06, AMEND THE BUDGET OF THE WEST VALLEY CITY MUNICIPAL BUILDING AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The Board previously held a public hearing regarding proposed Resolution 25-06 that would amend the Budget of the West Valley City Municipal Building Authority for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Mr. Christensen moved to approve Resolution 25-06.

Ms. Lang seconded the motion.

A roll call vote was taken:

Ms. Wood	Yes
Mr. Whetstone	Yes
Mr. Harmon	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chairperson Huynh	Yes

Unanimous.

MOTION TO ADJOURN

Mr. Harmon moved to adjourn at 7:38 PM.

THERE BEING NO FURTHER BUSINESS OF THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, OCTOBER 14, 2025, WAS ADJOURNED AT 7:38 PM BY CHAIRMAN HUYNH.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Municipal Building Authority of West Valley City held Tuesday, October 14, 2025.

Nichole Camac
Secretary

11/26/2025

AGENCY & AUTHORITY OFFICER ROTATION LIST

Redevelopment Agency

<u>Year</u>	<u>Chair</u>	<u>Vice Chair</u>
2026	Don Christensen	William Whetstone
2027	William Whetstone	Scott Harmon
2028	Scott Harmon	Tom Huynh
2029	Tom Huynh	Lars Nordfelt
2030	Lars Nordfelt	Cindy Wood
2031	Cindy Wood	Don Christensen

Building Authority

<u>Year</u>	<u>Chair</u>	<u>Vice Chair</u>
2026	Lars Nordfelt	Cindy Wood
2027	Cindy Wood	Don Christensen
2028	Don Christensen	William Whetstone
2029	William Whetstone	Scott Harmon
2030	Scott Harmon	Tom Huynh
2031	Tom Huynh	Lars Nordfelt



Description:

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

☐

Issue:

This ordinance adopts the Redevelopment Agency's amendment to the Fairbourne Station Community Reinvestment Area Project Area Plan.

Summary:

This ordinance allows for the addition of certain property that is going to be vacated by the Wasatch West Valley Retail Subdivision into the Community Reinvestment Area. Salt Lake County has requested that said vacated property be added to the Project Area to avoid inconsistent property boundaries.

Background:

The Wasatch West Valley Retail Subdivision was approved by the City Council on October 28, 2025. As part of the subdivision plat, a small portion of 2700 West will be vacated. While preparing the plat for recording, the SL County Assessor's Office acknowledged that the vacated portion would become part of lot 2 in said Subdivision. The County then advised staff that this small vacated right-of-way would need to become part of the Fairbourne Community Reinvestment Area. After reviewing the recommendation, the RDA Board has determined that the amendment of the Fairbourne Community Reinvestment Area promotes the public peace, health, safety, and welfare of West Valley City and the community surrounding the Project Area. Utah law permits the addition of the property to the project area without a public hearing as a minor property adjustment requested by the County Assessor.

Recommendation:

Approve the ordinance

Department: RDA/CED
Submitted by: Staff
Date: 1/6/2026



1 **WEST VALLEY CITY, UTAH**
2 **ORDINANCE NO. _____**

3 Draft Date: 12/8/2025

4 Date Adopted: _____

5 Date Effective: _____

6
7 **AN ORDINANCE ADOPTING AN AMENDMENT TO THE**
8 **FAIRBOURNE COMMUNITY REINVESTMENT AREA**
9 **PROJECT AREA PLAN TO MAKE AN ADJUSTMENT**
10 **REQUESTED BY SALT LAKE COUNTY.**

11
12 **WHEREAS**, the Limited Purpose Local Government Entities – Community Reinvestment
13 Area Act (the “Act”) establishes the process to amend a community reinvestment area project area
14 plan; and

15 **WHEREAS**, in furtherance of the purposes set forth in the Act, and consistent with the
16 General Plan and objectives of the City Council, the Redevelopment Agency of West Valley City
17 (the “Agency”) created the Fairbourne Community Reinvestment Area (the “Area” or “Project
18 Area”); and

19 **WHEREAS**, Salt Lake County has requested that certain property located adjacent to the
20 Project Area (more particularly described in the attached Exhibit A) be added to the Project Area
21 to avoid inconsistent property boundaries; and

22 **WHEREAS**, the Agency has amended the Project Area Plan to include said Property; and

23 **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is
24 in the best interests of the health, safety, and welfare of the citizens of West Valley City to adopt
25 the Agency’s amendment.

26 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of West Valley City,
27 Utah that the amendment to the Project Area Plan is hereby adopted and approved and that the
28 Property shall be added to the Project Area.

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PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A

PROPERTY ADDED TO PROJECT AREA

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47"W.), said point is 494.57 feet S.00°00'41"W. along the section line and 74.50 feet N.89°59'19"W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20"W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15"W. for a distance of 6.99 feet) and 2) N.00°04'46"E. 51.17 feet; thence S.89°55'14"E. 5.91 feet; thence S.00°01'10"E. 54.74 feet to the point of beginning.

The above described parcel of land contains 314 square feet or 0.01 acre in area, more or less.

Portion of Parcel No. 15-33-129-063

WHEN RECORDED MAIL TO:

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

Portion of Parcel # 15-33-129-063

**CERTIFICATE OF ADDITION TO FAIRBOURNE COMMUNITY REINVESTMENT
AREA**

On or about _____, the West Valley City Council adopted Ordinance _____ adding a portion of Parcel No. 15-33-129-063 to the Fairbourne Community Reinvestment Area at the request of Salt Lake County. Said property is more particularly described as follows:

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47"W.), said point is 494.57 feet S.00°00'41"W. along the section line and 74.50 feet N.89°59'19"W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20"W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15"W. for a distance of 6.99 feet) and 2) N.00°04'46"E. 51.17 feet; thence S.89°55'14"E. 5.91 feet; thence S.00°01'10"E. 54.74 feet to the point of beginning.

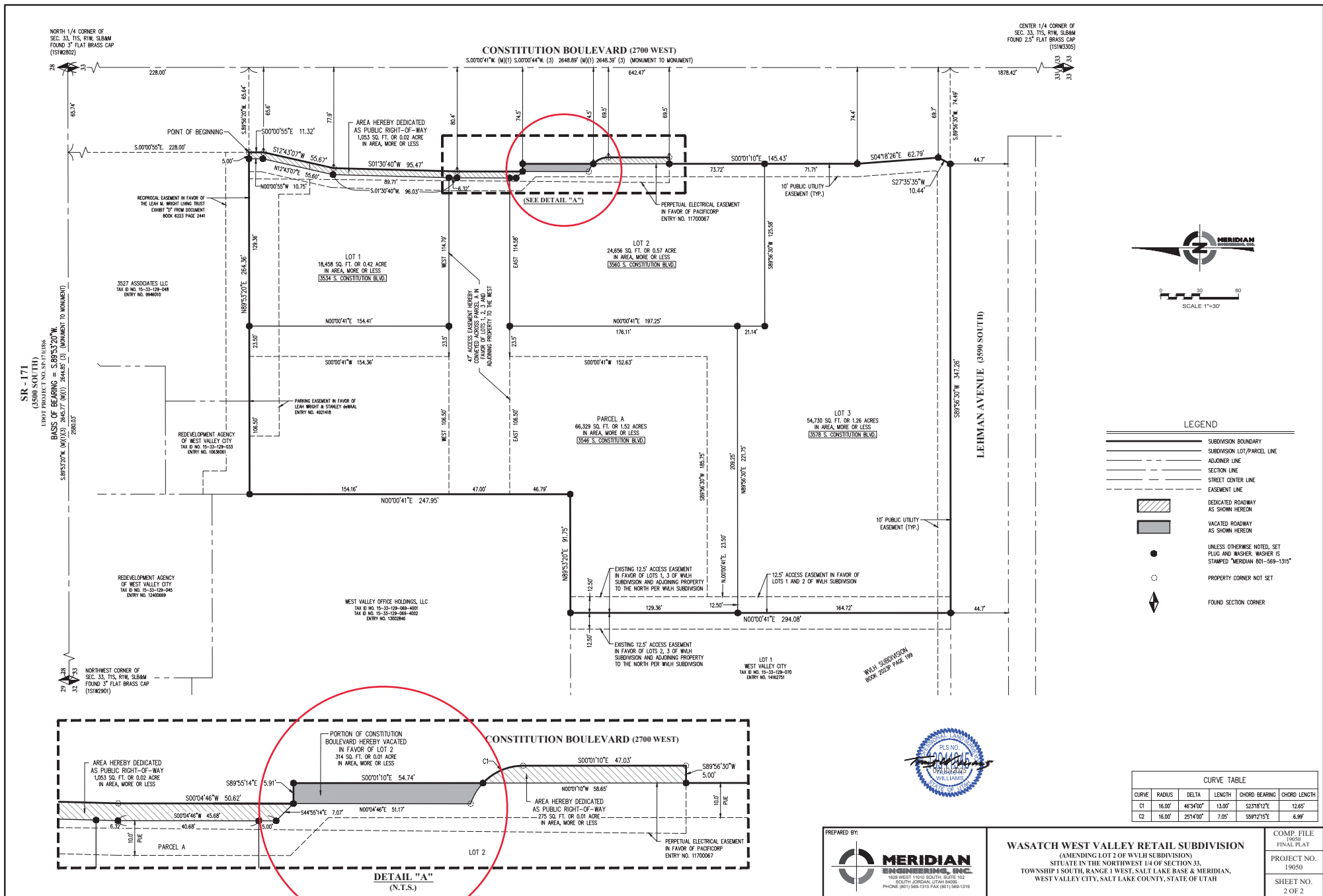
Certificate of Addition
Parcel No. 15-33-129-063
Page 2 of 2

Effective immediately, the above-described property is added to the Fairbourne Community Reinvestment Area.

Nichole Camac
City Recorder
West Valley City

On _____, Nichole Camac personally appeared before me, who being sworn upon oath, acknowledged to me that she has read the foregoing document, believes the contents thereof, has authority to execute the foregoing document, and executed the same.

Notary Public





Description: Consolidated fee schedule changes

Fiscal Impact: Increase revenue at golf courses

Funding Source: User fees

Account #: 55-0000-34701, 57-0000-34701

Budget Opening Required: ☐

Issue: Adjust rates for green fees, player pass and tournament rates to increase revenue at The Ridge and Stonebridge Golf Clubs effective 2026. As part of the City's consolidated fee schedule, these changes must be approved by City Council.

Summary: The Ridge and Stonebridge Golf Clubs have been at near capacity for the last couple of years. Due to the high demand and quality of experience, golf rates should be adjusted to maximize the revenue.

Background: The Ridge and Stonebridge Golf Clubs wish to adjust the green fees, player pass and tournament rates. An element of the continued success of the City's golf clubs are the Player Passes and the over 40,000 rounds played by the pass holders.

Recommendation: City staff recommend the proposed changes for the sale of passes and season rates beginning 2026.

Department: Parks & Recreation
Submitted by: Jamie Young
Date: January 13, 2026



WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 1/6/2026

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTION 1-2-107 OF THE
WEST VALLEY CITY MUNICIPAL CODE TO UPDATE
CERTAIN PARKS AND RECREATION FEES.**

WHEREAS, Title 1 of the West Valley City Municipal Code establishes a consolidated fee schedule setting forth the fees charged for various City services; and

WHEREAS, the City desires to amend certain fees relating to Parks Department facilities; 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 amend Section 1-2-107 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Section 1-2-107 of the West Valley City Municipal Code are hereby amended as follows:

1-2-107. PARKS AND RECREATION DEPARTMENT.

(1) Park User Fees:

- a. Park Pavilion Rental – \$80 for residents, \$100 for nonresidents Monday – Thursday; \$100 for residents, \$125 for nonresidents Friday – Sunday
- b. Park Open Space Use Fee (for festivals, circus, car shows) – \$400 per day
- c. Soccer Field Rental – \$100 per half-day (before/after 2:00 P.M.)
- d. Soccer Field Fee to Line Field and Goal Area – \$100
- e. Softball Field Rental – \$250 per half-day (before/after 2:00 P.M.)

- 31 f. Field Lights (per field) – \$75/hour or fraction of an hour
32 g. Softball/Baseball Field Prep
33 i. \$65/field each time to drag, mark, or rake
34 ii. \$20/field for quick rake and re-mark
35 h. Electrical Power Boxes – \$200 setup fee/box
36 i. Electrical Power Box Rental – \$25/day
37 (2) Use of Maverik Center, per patron – \$1/ticket*

38 * Except for community events hosted or co-sponsored by the City

39 (3) Family Fitness Center:

40 a. Annual Membership Passes (West Valley City Residents):

- 41 i. Family (up to six) – \$484 or \$48/month
42 ii. Couple – \$412 or \$41/month
43 iii. Couple – Senior (60+) – \$256 or \$25/month
44 iv. Adult – \$281 or \$27/month
45 v. Adult – Senior (60+) – \$190 or \$18/month
46 vi. Minor (three – 17) – \$228 or \$23/month

47 Military/Veterans – 10 percent discount

48 b. Annual Membership Passes (Nonresidents):

- 49 i. Family (up to six) – \$539 or \$52/month
50 ii. Couple – \$467 or \$45/month
51 iii. Couple – Senior (60+) – \$311 or \$29/month
52 iv. Adult – \$336 or \$31/month
53 v. Adult – Senior (60+) – \$245 or \$22/month
54 vi. Minor (three – 17) – \$283 or \$27/month

55 Military/Veterans – 10 percent discount

56 c. Family Fitness Center Daily Admission Fees (West Valley City Residents):

- 57 i. Minor (three – 17) – \$5
58 ii. Adult – \$7
59 iii. Senior (60+) – \$4.50

60 Military/Veterans – 10 percent discount

61 d. Family Fitness Center Daily Admission Fees (Nonresidents):

- 62 i. Minor (three – 17) – \$6
63 ii. Adult – \$8
64 iii. Senior (60+) – \$5.50
65 Military/Veterans – 10 percent discount
66 e. *Repealed by Ord. 19-12.*
67 f. *Repealed by Ord. 19-12.*
68 g. Family Fitness Center Childcare Fees:
69 i. Per Child – \$4/hour; Members: first hour free, \$2 for each additional hour
70 ii. Kidz Kamp Program – \$36/day; members receive a 15% discount
71 iii. Afterschool Kamp – \$17/day; members receive a 15% discount
72 (4) The Ridge Golf Club:
73 a. Nine holes:
74 i. Green fees – ~~\$18~~ \$22.50 Monday-Thursday (holidays excepted), \$28.00 Friday-
75 Sunday and holidays
76 ii. Power Carts – \$10
77 iii. Pull carts – \$4
78 iv. Premium Club rental – \$20
79 b. Eighteen holes:
80 i. Green fees – ~~\$36~~ \$45 Monday-Thursday (holidays excepted), \$55 Friday-
81 Sunday and holidays
82 ii. Power Carts – \$20
83 iii. Pull carts – \$8
84 iv. Premium Club rental – \$35
85 c. Military Rate for nine holes – ~~\$14~~30, for 18 holes – ~~\$28~~60 (~~Monday—Thursday~~
86 ~~anytime includes cart~~)
87 d. Juniors (High School and College players), nine holes (~~Monday—Friday anytime,~~
88 ~~weekends and holidays after 1:00 P.M.)—\$9~~ \$20, includes cart
89 e. Juniors (High School and College players), 18 holes (~~Monday—Friday anytime,~~
90 ~~weekends and holidays after 1:00 P.M.)—\$18~~ \$40, includes cart
91 f. Seniors, nine holes (~~Monday—Thursday anytime)~~— ~~\$14~~30, includes cart
92 g. Seniors, 18 holes (~~Monday—Thursday anytime)~~ – ~~\$28~~60, includes cart

h. Passes:

i. Players Pass – ~~\$299~~\$300

ii. Players Pass or West Valley City resident 9/18 holes (Monday – Thursday anytime, holidays excepted) – ~~\$1020~~\$35, includes cart

iii. Players Pass or West Valley City resident 9/18 holes (Fridays, weekends and holidays, ~~includes cart~~) – ~~\$3525~~\$50, includes cart

iv. ~~Players Pass Cart 9/18 holes (Monday – Thursday anytime) – \$9~~

v. Punch Pass 10 rounds of walking nine holes – ~~\$130~~ \$175 (~~\$90~~ \$150 for Lake Park employees, must show Lake Park employee ID to purchase)

i. Driving range:

i. Range balls, small bucket – \$5

ii. Range balls, large bucket – \$10

iii. Players Pass Small Bucket – \$4

iv. Players Pass Large Bucket – \$8

v. 10-Token driving range pass – \$40 (\$30 for Lake Park employees, must show Lake Park employee ID to purchase)

j. Tournaments:

i. Monday – Thursday, includes cart and merchandise – ~~\$65~~ \$85

ii. Friday – Sunday, includes cart and merchandise – \$11,000 course rental for 18 holes, up to 144 players

iii. Tournament all-inclusive package - \$125

(5) Stonebridge Golf Course:

a. Nine holes:

i. Green fees – ~~\$18~~ \$22.50 Monday-Thursday (holidays excepted), \$28.00 Friday-Sunday and holidays

ii. Power Carts – \$10

iii. Pull carts – \$4

iv. Premium Club rental – \$20

b. Eighteen holes:

i. Green fees – ~~\$36~~ \$45 Monday-Thursday (holidays excepted), \$55 Friday-Sunday and holidays

- ii. Power Carts – \$20
- iii. Pull carts – \$8
- iv. Premium Club rental – \$35
- c. Military Rate for nine holes – ~~\$1430~~, for 18 holes – ~~\$2860~~ (~~Monday—Thursday anytime includes cart~~)
- d. Juniors (High School and College players), nine holes (~~Monday—Friday anytime, weekends and holidays after 1:00 P.M.)—\$9~~ \$20, includes cart
- e. Juniors (High School and College players), 18 holes (~~Monday—Friday anytime, weekends and holidays after 1:00 P.M.)—\$18~~ \$40, includes cart
- f. Seniors, nine holes (~~Monday—Thursday anytime)—\$1430~~, includes cart
- g. Seniors, 18 holes (~~Monday—Thursday anytime)~~ – \$2860, includes cart
- h. Passes:
 - i. Players Pass – ~~\$299~~\$300
 - ii. Players Pass or West Valley City resident 9/18 holes (Monday – Thursday anytime, holidays excepted) – ~~\$1020~~\$35, includes cart
 - iii. Players Pass or West Valley City resident 9/18 holes (Fridays, weekends and holidays, ~~includes cart~~) – ~~\$3525~~\$50, includes cart
 - iv. ~~Players Pass Cart~~ 9/18 holes (~~Monday—Thursday anytime)—\$9~~
 - v. Punch Pass 10 rounds of walking nine holes – ~~\$130~~ \$175 (~~\$90~~ \$150 for Lake Park employees, must show Lake Park employee ID to purchase)
- i. Driving Range:
 - i. Range Balls, small bucket – \$5
 - ii. Range Balls, large bucket – \$10
 - iii. Players Pass Small Bucket – \$4
 - iv. Players Pass Large Bucket – \$8
 - v. 10-Token driving range pass – \$40 (\$30 for Lake Park employees, must show Lake Park employee ID to purchase)
- j. Tournaments:
 - i. Monday – Thursday, includes cart and merchandise – \$65
 - ii. Friday – Sunday, includes cart and merchandise – \$11,000 for course rental for 18 holes, up to 144 players

155 iii. Friday – Sunday, includes cart and merchandise – \$14,000 course rental for 27
156 holes, up to 220 players

157 iv. Tournament All-inclusive package: \$125

158 (6) Golf Club/Course Temporary Fee Discounts:

159 The Parks and Recreation Director is authorized to implement temporary fee discounts to
160 stimulate play and increase revenues. The Parks and Recreation Director shall notify the
161 City Manager of any such discounts following the implementation or approval of any said
162 discounts.

163 (7) Community and Recreational Services Fees:

164 The facilities of the Parks and Recreation Department provide various community and
165 recreational services and programs, including, but not limited to: classes, lessons, sports
166 leagues, community programming, and special events, which are largely seasonal and
167 subject to the availability of Departmental resources. The City Manager is authorized to
168 approve fees for the foregoing community and recreational services; provided, that the fees
169 are based on the costs associated with providing the services and programs and that the fees
170 are consistent with the industry standards of similar facilities. The City Manager shall
171 provide the City Council with an update of the approved fees annually or whenever there is a
172 substantial fee increase or whenever an approved increase impacts a substantial number of
173 residents.

174
175 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by
176 a court of competent jurisdiction, the remainder shall not be affected thereby.

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

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Description: Extend Interlocal Cooperation Agreement between Salt Lake County and West Valley City for senior center meals and transportation

Fiscal Impact: +18,786.00 annually

Funding Source: Salt Lake County

Account #: General Fund

Budget Opening Required: N

Issue:

Authorize Amendment to extend the Interlocal Cooperation Agreement between Salt Lake County and West Valley City for senior center meals and transportation.

Summary:

In July 2020, Salt Lake County entered into an agreement with West Valley City to provide meals and transportation services to patrons at the Harman Senior Recreation Center. The agreement ended on December 31, 2025. Both agencies expressed a desire to extend the agreement for three years to December 31, 2028.

Background:

The Harman Senior Recreation Center provides meals and transportation services to the seniors in West Valley City. Salt Lake County reimburses a portion of the cost of a kitchen helper at \$18,086.00 annually and \$700 per year for associated supplies.

Recommendation:

Staff recommends approval of the amendment of the Interlocal Agreement with Salt Lake County to provide services through the Harman Senior Recreation Center.

Department: Parks & Recreation

Submitted by: Jamie Young, Parks & Recreation Director

Date: December 23, 2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO AN INTERLOCAL COOPERATION
AGREEMENT WITH SALT LAKE COUNTY FOR SERVICES
AT THE HARMON SENIOR RECREATION CENTER.**

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

WHEREAS, West Valley City and Salt Lake County have previously entered into an Interlocal Cooperation Agreement to provide certain services at the Harmon Senior Recreation Center; and

WHEREAS, the City and County desire to extend the term of said Agreement; and

WHEREAS, an amendment has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Amendment No. Five to Interlocal Cooperation Agreement” (hereinafter, the “Amendment”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**AMENDMENT FIVE
TO
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
WEST VALLEY CITY
for
Senior Center Meals & Transportation**

This Amendment Five to the Interlocal Cooperation Agreement (this “Amendment”) is between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Aging and Adult Services Division (the “County”), and West Valley City, a Utah Municipal Corporation (“City”).

R E C I T A L S :

- A. The parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended, to enter into agreements with each other which will enable them to make the most efficient use of their powers.
- B. On or about July 27, 2020, the Parties entered into an Interlocal Cooperation Agreement County Contract No. 0000002542 (“Agreement”) for County to provide meals and transportation services to patrons at City’s Harmon Senior Recreation Center.
- C. The Parties wish to amend the Agreement to extend the term of the Agreement for an additional three years.

NOW, THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Recitals above are incorporated herein and made a part of this Amendment by reference.
- 2. Paragraph 4 of the Agreement is hereby amended to extend the term of the Agreement through December 31, 2028.
- 3. This Amendment Five is effective upon the signature of the last party to sign as indicated by the date accompanying the authorized representative’s signature.
- 4. All Parts, Paragraphs, Attachments, and other provisions of the Agreement not specifically modified by this Amendment Four will be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Amendment to the Agreement to be duly executed.

SALT LAKE COUNTY

WEST VALLEY CITY:

By: _____
Mayor or Designee

By: _____
Mayor or Designee

Date: _____

Date: _____

Division Approval:

By: _____

Date: _____

Reviewed as to Form and Legality:

By: **Melanie F. Mitchell**
Melanie F. Mitchell,
Senior Attorney
Salt Lake County District Attorney's
Office

Digitally signed by
Melanie F. Mitchell
Date: 2025.12.12
09:53:11 -07'00'



Description: Amended Agreement with Taylorsville for Animal Control Services

Fiscal Impact: \$450,000

Funding Source: Taylorsville City

Account #: N/A

Budget Opening Required: N

Issue:

Amendment to the originally approved agreement with Taylorsville City for the provision of Animal Control services.

Summary:

Approve and authorize the execution of an amended agreement with Taylorsville City for the provision of Animal Control services at a mutually agreed-upon revised rate.

Background:

West Valley City has provided Animal Control services to Taylorsville City since 2012. This partnership has been successful, and both parties wish to continue the provision of services pursuant to an amended agreement reflecting updated rates.

Recommendation:

Approve the updated Agreement with Taylorsville City for Animal Control Services.

Department: West Valley City Animal Services Department
Submitted by: Melanie Bennett, Director of Animal Services
Date: 01.13.2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO AN AGREEMENT WITH
TAYLORSVILLE CITY FOR ANIMAL CONTROL
SERVICES.**

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

WHEREAS, West Valley City and Taylorsville City (hereinafter, “Taylorsville”) have previously entered into an Agreement for Animal Control Services; and

WHEREAS, the parties desire to amend said agreement to provide for additional compensation for services provided; and

WHEREAS, an Amendment to the Agreement has been prepared for execution by and between the City and Taylorsville, a copy of which is attached hereto and entitled “Amendment No.1 to Agreement for Animal Control Services” (hereinafter, the “Amendment”), that sets forth the amended terms of said agreement; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

AMENDMENT NO. 1 TO AGREEMENT FOR ANIMAL CONTROL SERVICES

This Amendment No. 1 to the Agreement for Animal Control Services (the "Amendment") is entered into this **4th day of January 2026** by and between West Valley City, a municipal corporation of the state of Utah and Taylorsville City, a municipal corporation of the state of Utah (collectively, the "Parties").

WITNESSETH

WHEREAS, West Valley City and Taylorsville City entered into an Agreement for Animal Control Services (the "Agreement") on or about July 1, 2012; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and amend compensation.

NOW THEREFORE, in consideration of the covenants and promises contained in this Amendment No. 1, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Amendment shall amend the Contract Price and Term of the Agreement.
2. **Amendments.** Sections 13 and 16 of the Agreement are hereby amended as follows:
 13. **Term.** This Agreement shall be effective on upon execution and shall terminate June 30, 2026 unless otherwise terminated pursuant to Section 14 of this Agreement (the "Initial Term"). The amended Contract Price described in Section 16 shall become effective on February 1, 2026 and shall be prorated during the initial term, with Taylorsville paying the previous rate for December and January. Unless either Party provides written notice to the contrary at least 90 days prior to the end of the term, this Agreement shall automatically renew for five additional one year terms ("Renewal Terms"). The provisions of Section 14 of this Agreement shall remain in effect for any renewal term.
 16. **Collection of License Fees and Payment for Services.**
 - a. **West Valley Collect and Retain License Fees.** Taylorsville has adopted a license fee ordinance. Throughout the term of this Agreement, West Valley shall collect on behalf of Taylorsville all license fees, assessments, impound fees or fines (collectively, the "**License Fees**") and other applicable charges for Animal Control Services performed within the Taylorsville Limits. The amounts so collected shall be retained by West Valley to offset the Contract Price, as defined below.
 - b. **Contract Price.** Taylorsville shall pay the amount (the "**Contract Price**") of \$450,000 for the Initial Term (prorated as described in Section 13 above) and any Renewal Term unless the Parties mutually agree upon a different rate as set forth in this Agreement.

- i. Beginning with fiscal year 2026-2027, if the Contract Price paid by Taylorsville exceeds 23.49% of West Valley's actual animal control expenditures for a fiscal year, Taylorsville shall be entitled to a rebate of the difference between the Contract Price and 23.49% of West Valley's actual animal control expenditures. For example, if West Valley spends \$1,700,000 on animal control during 2026-2027, Taylorsville shall be entitled to a rebate of \$50,670 ($\$450,000 - (\$1,700,000 * 0.2349) = \$50,670$). Said rebate may be credited toward the next year's payment or repaid directly at Taylorsville's election.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control. Except as expressly set forth in this Amendment No. 1, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment No. 1.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 on the date first written.

WEST VALLEY CITY

Mayor Karen Lang

ATTEST:


Nichole Camac, West Valley City Recorder

TAYLORSVILLE CITY



Mayor Kristie S. Overson

ATTEST:



Jamie Brooks, Taylorsville City Recorder





Description: Aerial Photography purchase from Salt Lake County Surveyor's Office

Fiscal Impact: \$4,660.50

Funding Source: Existing Budget

Account #: 10-4123-40310-00000-0000

Budget Opening Required: ☐

Issue:

A resolution authorizing an agreement with Salt Lake County Surveyor's Office and Assessor's Office to purchase digital orthorectified aerial photography flown April – June 2025.

Summary:

This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography of West Valley City at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries. The County grants the City a limited license for a web service of the imagery as well as electronic files of orthorectified imagery. The cost is \$130 per square mile for the orthorectified imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 35.85 square miles. The total payment for orthorectified imagery is \$4,660.50.

Background:

Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

Recommendation:

City staff recommends the approval of this resolution.

Department: Administration, IT Division
Submitted by: Jeni Erkkila, IT Division
Date: December 18, 2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT
LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY.**

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

WHEREAS, West Valley City desires to access aerial imagery through services provided by the County; and

WHEREAS, Salt Lake County (hereinafter, the “County”) is willing to grant access, subject to the execution of an appropriate interlocal agreement; and

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
WEST VALLEY CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into this 8 day of December 2025, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “County”), and the city of WEST VALLEY CITY, a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery (“Oblique Imagery”) and high-resolution orthogonal (“Orthorectified Imagery”) aerial photographs of certain areas of Salt Lake County (the “Pictometry Agreement”); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in the County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor’s Office (“Surveyor”) and the Salt Lake County Assessor’s Office (“Assessor”), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (the “Interlocal Act”) to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City agree as follows:

1. **Project.**

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on December 8, 2025 or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the \$130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 35.85 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$4660.50. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination.

A. This Agreement shall take effect upon its full execution and delivery and shall terminate on June 30, 2026 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this Agreement for convenience at any time by giving at least thirty (30)-days prior written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving at least seven (7)-days prior written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. No Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the “Immunity Act”). Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2-100
PO Box 144575
Salt Lake City, Utah 84114-4575

And Salt Lake County Surveyor
2001 South State Street, N1-400
PO Box 144575
Salt Lake City, Utah 84114-4575

City: West Valley City
3600 S Constitution Blvd
West Valley City, UT 84119

8. Termination. The County may terminate this Agreement for an “Event of Default” as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term “Event of Default” means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between the Parties that:

A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other.

B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

C. As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of a designee of the County and a designee of the City. The County designates Lindsay Hales Bentley its as representative to such joint board to assist in the management of this Agreement. The City designates _____ as its representative to such joint board to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this Agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

10. Additional Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Bradley E. Park
County Surveyor

Reviewed as to Form and Legality:

By _____
Deputy District Attorney

WEST VALLEY CITY

By: _____
Mayor Karen Lang or Designee

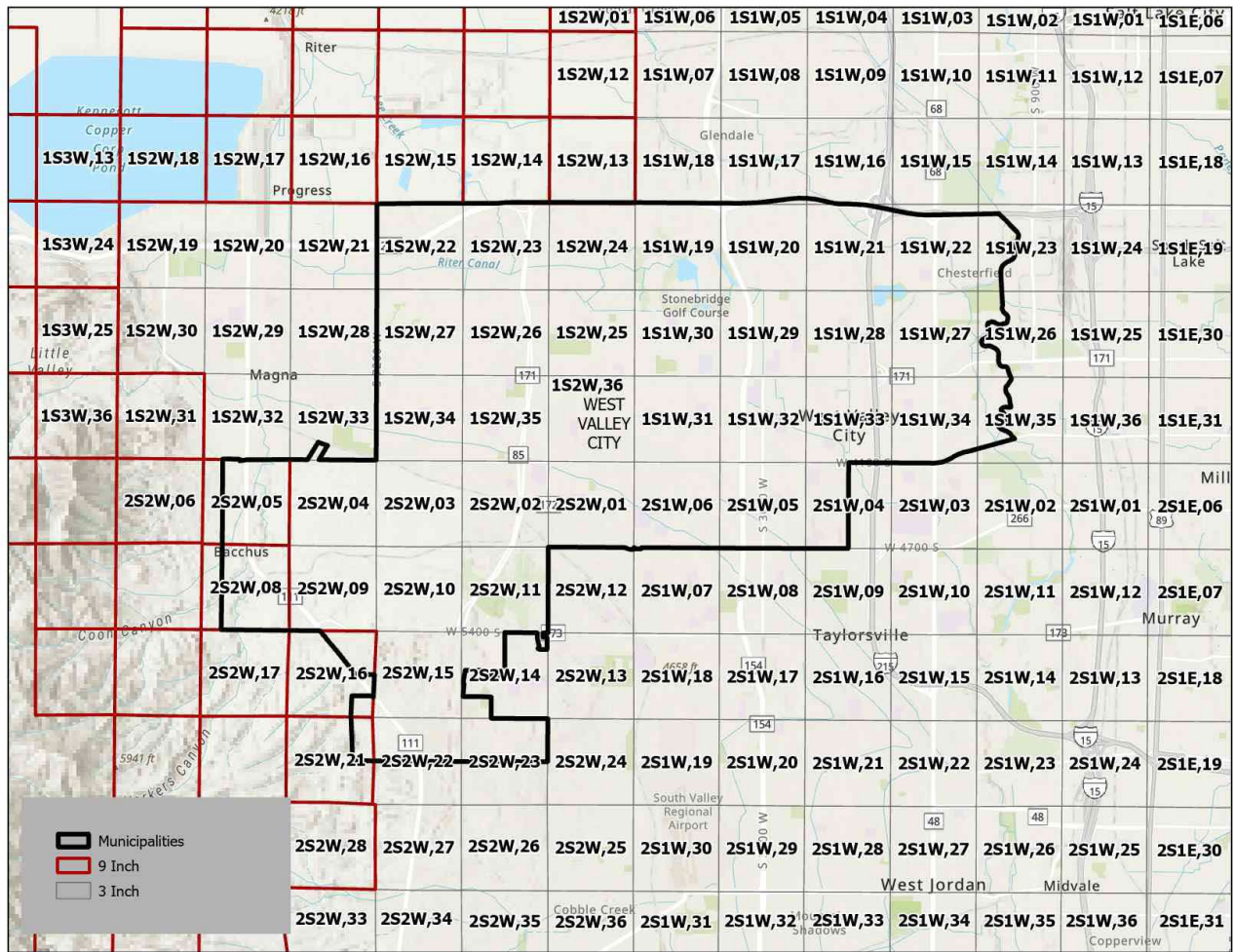
ATTEST:

City Recorder

Reviewed as to Form and Legality:

Brandon Hill
Asst. City Attorney

Exhibit A Geographical Boundaries





West Valley City Issue Paper

City Council Review

Description: FY25-26 Jordan River Extra Patrols

Fiscal Impact: \$40,000

Funding Source: Utah Division of Forestry, Fire & State Lands

Account #: NA

Budget Opening Required: N

Issue:

Amendment to the original approved MOA from a 5 year term to 1 year.

Summary:

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

Background:

Resolution NO. 25-109 was approved back in August of this year. Upon further review, the Division of Forestry, Fire and State Lands and the Division of Law Enforcement of the Department of Natural Resources found a clerical error. The original MOA was approved for a 5 year term. FFSL would like to amend the terms from 5 years to 1 year to allow the agreement to be revisited annually based on the funds they may or may not receive.

Recommendation:

Approve the updated Memorandum of Agreement to reflect the reduction in contract length from 5 years to 1 year.

Department: West Valley City Police Department
Submitted by: Colleen Jacobs, Chief of Police
Date: 12/4/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A MEMORANDUM OF AGREEMENT WITH THE
STATE OF UTAH TO PROVIDE LAW ENFORCEMENT
SERVICES.**

WHEREAS, the Division of Forestry, Fire and State Lands and the Division of Law Enforcement of the Department of Natural Resources (collectively, the “State of Utah”) wish to contract with the City to reimburse the City for law enforcement activities on certain state property; and

WHEREAS, a Memorandum of Agreement (the “Agreement”) has been prepared by and between the City and the State of Utah to establish the terms of said cooperation; and

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

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

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

		State Contract # _____ <small>Assigned by the Division of Finance or Purchasing</small>
STATE OF UTAH CONTRACT COVER SHEET		
<p>This contract is entered into as a result of:</p> <p><input type="checkbox"/> The procurement process on Bid /RFP # _____</p> <p><input type="checkbox"/> The procurement process on Requisition # _____FY _____</p> <p><input type="checkbox"/> Pre-approved sole source (approval attached)_____</p> <p><input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation</p> <p><input checked="" type="checkbox"/> Contract with other state agency or political subdivision</p> <p><input type="checkbox"/> Under \$5,000 (total amount for contract period)</p> <p><input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169</p> <p><input type="checkbox"/> Revenue agreement</p>		

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY
FIRE, & STATE LANDS
 Agency Code 560
2. General Purpose of Contract: Additional patrols along Jordan River
3. Contractor Name: West Valley City Police Dept.
4. Contract Period: Effective date _____ Date of Last Signature _____ Termination date 06/30/2026
(mm/dd/yy) (mm/dd/yy)
5. Authorized Amount: \$40,000
6. Vendor # 02293I
7. Commodity Code(s) : 95261

COMMENTS:

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

		LEGAL STATUS OF CONTRACTOR:	
		LG <input checked="" type="checkbox"/>	Federal, State or Local Government
		CU <input type="checkbox"/>	College or University
		NP <input type="checkbox"/>	Non-Profit Corporation
		CC <input type="checkbox"/>	For-Profit Corporation
		OT <input type="checkbox"/>	Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION:		NAME OF CONTRACT: _____	
Division: <u>FORESTRY, FIRE, & STATE LANDS</u>		Name of Contractor: _____	
Office: _____		Address: _____	
		DUNS # (if applicable) _____	

APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE LANDS

APPROVAL AND REVIEW OF CONTRACT:

Program Manager Date

Area Manager Date

APPROVAL OF FUNDS AVAILABILITY:

Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- ☒ 1. Vendor Contract - Contractor provides goods or services.
☐ Standard Terms and Conditions used as Attachment A in Contract.
☒ Other approved provisions used as Attachment A in Contract.
- ☐ 2. Subrecipient Contract - Contractor carries out grant program.
☐ Standard Terms and Conditions used as Attachment A in Contract *and*
DNR Subaward Terms and Conditions used as additional attachment.
☐ Other approved provisions used as additional attachment.
- ☒ 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Source of Funds:

Contract Allocation Sheet											Total
							FFY26				
State/Federal Source	%	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Phase	
			1000	560	1780	RDH	6137	FL2019JRR	40,000	FSLJR	
				560							
				560							
				560							
Totals									\$40,000		

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

MEMORANDUM OF AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This MEMORANDUM OF AGREEMENT (“Agreement”) is entered into between the UTAH DIVISION OF FORESTRY FIRE AND STATE LANDS (“FFSL”), the UTAH DNR DIVISION OF LAW ENFORCEMENT (“DLE”), and West Valley City PD (“LE Partner”) to provide law enforcement services on state sovereign lands (collectively, the “Parties”), specifically Jordan River. This Agreement is effective as of the date of the last signature (“Effective Date”).

RECITALS

WHEREAS, prior to 2025, the respective divisions within the Department of Natural Resources (“DNR”), including FFSL, managed their own law enforcement programs and officers.

WHEREAS, during the 2024 general session of Utah Legislature, H.B. 469 created the DLE agency, which would employ and manage all law enforcement personnel working for the divisions within DNR.

WHEREAS, H.B. 469 went into effect January 1, 2025, and DLE and the respective Divisions within DNR are in the process of developing processes and agreements to define relationships between agencies.

WHEREAS, FFSL has funding to contract with LE Partner to provide supplemental law enforcement services, in addition to the services provided to FFSL by DLE.

WHEREAS, pursuant to this Agreement, DLE will provide the necessary training and orientation to LE Partner to ensure safety and effectiveness of LE Partner patrols and monitoring.

1. Law Enforcement Activities. FFSL requests LE Partner provide Utah Peace Officer Standards and Training (POST) certified law enforcement officers (“Officers”) for the purpose of monitoring activities on state sovereign lands and enforcing state and county laws, including without limitation FFSL’s governing statutes and administrative rules regarding the use of sovereign lands. In all circumstances, the primary function of the Officers when conducting patrols on sovereign lands shall be public safety and protection of the sovereign lands from resource degradation. The Officers shall wear official law enforcement uniforms and utilize marked law enforcement vehicles, unless a particular operation necessitates the use of plain clothes and unmarked vehicles while undertaking FFSL requested patrols or investigations on sovereign lands (“Patrols”).

2. Notice of Patrols. FFSL shall provide LE Partner with a list of preferred dates and/or times for Patrols. These lists will identify the sovereign lands to be monitored, as well as the potential resource degradation, associated uses, and/or public safety concerns that typically occur on these lands. LE Partner agrees to provide Officers with these lists and to encourage staffing Officers to Patrols at the specified dates and times. Patrols outside of the preferred dates and/or times provided to LE Partner require approval from FFSL prior to the time of patrol to be eligible for payment reimbursement under this Agreement. LE Partner’s requests for approval and FFSL approval may be made via e-mail.

3. Patrols' Intent. FFSL's intended objective for the Patrols is to reduce resource degradation and prevent illegal activities on sovereign lands and other resource-related violations on and around sovereign lands. A full copy of FFSL's Statutory Law and Administrative Rules will be provided to Officers upon request.

4. Training. Officers assigned to any FFSL assignment or Patrols shall participate in trainings or orientations as deemed necessary by FFSL prior to assignment or Patrol to ensure the safety of the Officers and continuity of the Patrols contemplated by this Agreement. Officer training described in this section shall be compensated at the overtime rate as prescribed by the LE Partner and as agreed to by FFSL.

5. Reporting. Officers assigned to any FFSL assignment or Patrol under this Agreement will conform to standard report generation and submission requirements to include documenting appropriate incidents within FFSL's Records Management System, providing case numbers, citation violation types and other records or documents generated as part of their duties. Officers shall also be required to maintain and submit daily logs or other documents which include detailed lists of law enforcement, education, and regulatory activities to a designated FFSL records management system.

6. Contracted Rate. FFSL shall reimburse LE Partner for Patrols or services rendered at a rate not to exceed one hundred dollars (\$100) per hour ("Contracted Rate"). The Contracted Rate may be adjusted to account for inflation and/or cost of living increases. In those cases, the Contracted Rate may be set above \$100 per hour only upon mutual written consent of the Parties.

7. Invoicing and Payment. LE Partner will submit invoices under this Agreement to FFSL within thirty (30) days from the date of Patrols or services rendered. Any invoices received by FFSL after ninety (90) days from the date of Patrols or services rendered will be considered delinquent and are subject to non-payment by FFSL. FFSL will pay LE Partner within thirty (30) days from receipt of invoices.

8. Extra Funding for Sovereign Lands Clean-up Work. In the event LE Partner does not utilize all its allocated funding for the activities contemplated herein, LE Partner may utilize the extra funding to contract with an FFSL-approved vendor to conduct cleanup activities on sovereign lands.

9. Verification of Officers' Time. LE Partner will verify any time submitted by Officers under this Agreement as time actually worked for purposes of this Agreement. Upon request of FFSL, LE Partner will provide FFSL with a record of verification of Officers' time.

10. Independent Contractor. LE Partner may operate as a team member with other law enforcement agencies under the guidance of a FFSL officer/supervisor. The Officers provided by the LE Partner are and will continue to be considered employees of their respective agencies and not employees or officers of FFSL or the State of Utah. The intent of this agreement is to outline the objectives and criteria for evaluating the completion of those objectives. The Parties do not intend to create an agency relationship, nor do they intend to create a legal cognizable Partnership.

11. Term & Termination. This Agreement may be terminated by either Party upon providing written notice at least thirty (30) days prior to the intended termination date. This Agreement is effective on the

date of signature of the last signatory to the Agreement and will remain in effect through June 30, 2026 or until terminated by any Party.

12. Utah Governmental Immunity Act. The Parties are subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended). Consistent with and subject to the terms of that Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts and omissions, or which are committed by its agents, officials, or employees; provided that any damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither Party waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.

13. Amendment. The Parties may amend the terms of this Agreement and/or add additional terms and conditions provided both Parties agree in writing.

14. Counterparts and Electronic Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendment thereto as the Parties may in the future agree to may be executed and communicated by electronic transmission which shall have the force and effect of binding and obligating the party thereto, without the need to further transmit the original signature.

15. Equipment. LE Partner shall be responsible for providing the necessary equipment and resources to meet the objectives and intent of this Agreement, including but not limited to, uniforms, vehicles, personal safety equipment, firearms, etc. FFSL shall not be responsible for providing necessary equipment or and shall not have any financial responsibility to LE Partner to fulfill the purpose of this Agreement. In the event the LE Partner identifies a need for the purchase of additional equipment to be used specifically for Patrols or any activity contemplated by this Agreement, FFSL and LE Partner may enter a separate agreement to govern the purchase, use and maintenance of that additional equipment.

16. Dispute Resolution. The Parties agree that they shall engage in mutual mediation in the event that a dispute arises relating to this Agreement, which shall be a prerequisite before filing any legal claim. The Parties shall jointly agree on a mediator, share equally in the costs, and mediation shall occur in Salt Lake County, Utah or a mutually agreeable location. This Agreement shall be governed by Utah law.

* * *

Signature Page Follows

LE Partner _____
(Official Representative)

**Utah Division of Forestry, Fire and
State Lands**
(Financial Manager)

Signature Date

Signature Date

Print or Type Name

Print or Type Name

Title

**Utah Division of Forestry, Fire and
State Lands**
(Director)

Approved as to form:
Utah Attorney General's Office
(Assistant Attorney General)

Signature Date

Signature Date

Print or Type Name

Print or Type Name

Division of Finance

Signature Date

Print or Type Name

Approved as to form 12/8/2025

Brandon Hill

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)



Description: Mountain View Corridor Cooperative Agreement Amendment

Fiscal Impact: n/a

Funding Source: n/a

Account #: n/a

Budget Opening Required: No

Issue:

Amendment No. 1 to Mountain View Corridor Cooperative Agreement No. 2 between UDOT and West Valley City 4100 South to SR-201 right of way exchange and accept a quit claim deed from UDOT

Summary:

Execute an agreement with UDOT and accept a quit claim deed to convey a parcel of land associated with the Mountain View Corridor to the City.

Background:

Cooperative Agreement No. 2 identified parcels and rights of way that would be conveyed to and from UDOT and the City. The parcel on which the 3575 South shared use path park and ride lot was inadvertently left off the original agreement. The City has already agreed to maintain all shared use path facilities. UDOT desires to convey this parcel to the City. This agreement facilitates the transfer, and by this resolution, the City also accepts the quit claim deed from UDOT

Recommendation:

Execute the amended cooperative agreement and accept the quit claim deed

Department: Public Works
Submitted by: Dan Johnson
Date: January 6, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO A
COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE
UTAH DEPARTMENT OF TRANSPORTATION AND ACCEPTING A
QUIT CLAIM DEED.**

WHEREAS, the Utah Department of Transportation (“UDOT”) and the City previously entered into Mountain View Corridor Cooperative Agreement No. 2, which identified properties to be conveyed between the parties as part of the Mountain View Corridor project; and

WHEREAS, the parties desire to amend said Agreement to provide for an additional property transfer; and

WHEREAS, an Amendment has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled “Amendment No. 1”) (hereinafter, the “Amendment”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; as well as a Quit Claim Deed conveying certain property (the “Deed”); and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



AMENDMENT No. 1 TO
COOPERATIVE AGREEMENT No. 2 (AGREEMENT NO. 238227)
Between UDOT and West Valley City
4100 South to SR-201
Right-of-Way Exchange and Drainage

THIS AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 2, made and entered into this _____ day of _____, 20____, by and between the **Utah Department of Transportation**, (“UDOT”), and **West Valley City Corporation**, a Municipal Corporation in the State of Utah, (“City”) each as (“Party”) and jointly as (“Parties”).

RECITALS

WHEREAS, UDOT has constructed that certain section of highway identified as Mountain View Corridor , 4100 South to SR-201; Project Number MP-0085(9)0 in West Valley City, Salt Lake County, Utah, (“Project”); and

WHEREAS, the Parties hereto entered into Cooperative Agreement No. 2, finance number 238227, dated August 29, 2022. All terms of said Cooperative Agreement remain in full force and effect unless otherwise specified herein.

WHEREAS, the Parties desire to add an additional parcel to be conveyed to the City.

THIS AGREEMENT is made to set out the amended terms and concurrence on the transfer of property.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

AGREEMENT MODIFICATIONS:

1. Add the following to Paragraph 1, **CONVEYANCE OF FEE PROPERTY:**

1.5 PROPERTY AT PARK AND RIDE: UDOT owns the property where the Park and Ride at the west end of 3575 South is located (UDOT Parcel 442:T, 442B:T & 444:T). UDOT will convey to the City the Park and Ride Property (UDOT Parcel 442:TAQ), via quit claim deed, without any compensation to UDOT, pursuant to Utah Code Section 72-4-105, the property is shown on Exhibit 1H, that is incorporated by reference.

2. All other terms of the original Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the provisions of this



Amendment shall supersede and control the provision of the agreement.

3. Each person signing this First Amendment warrants that the person has full legal capacity, power, and authority to execute this First Amendment for and on behalf of the respective Party and to bind such Party.
4. The Parties hereby agree to take any and all actions and execute, acknowledge, and deliver any and all documents reasonably necessary to effect the purposes of this First Amendment and each of the other related agreements.
5. This First Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.



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

WEST VALLEY CITY CORPORATION, a Municipal Corporation of the State of Utah

ATTEST:

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

Approved as to form 1/6/2026 - BMH

.....

Recommended For Approval:

Utah Department of Transportation

Title: Project Director

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____



S-0085(9)0; SALT LAKE County
SR-85, MVC; 4100 South to SR-201
WEST VALLEY CITY CORPORATION
CID 72192 PIN 13149

EXHIBIT 1H

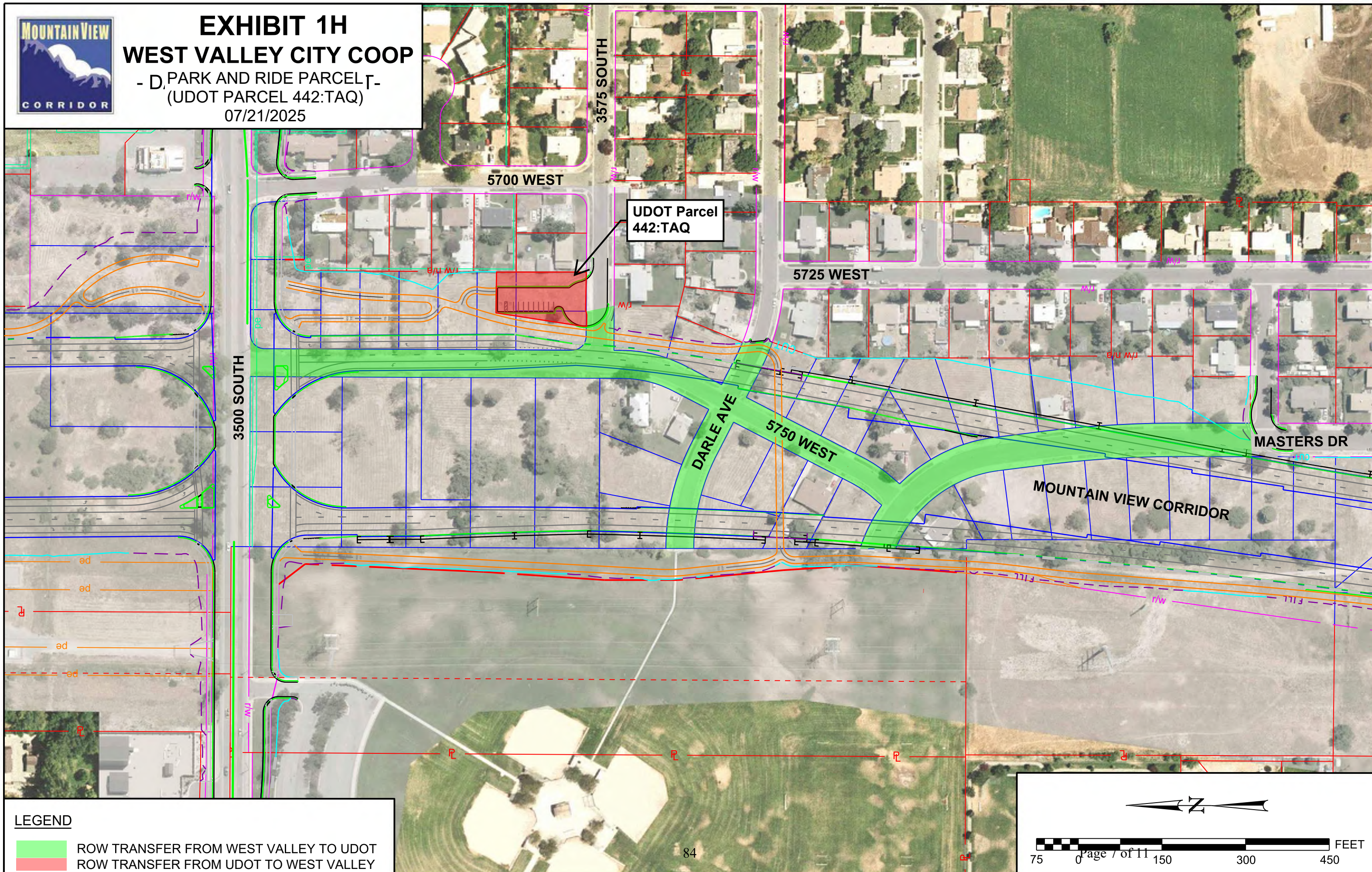
Exhibit 1H West Valley City COOP Park and Ride Parcel Parcel 442:TAQ



EXHIBIT 1H

WEST VALLEY CITY COOP

- D₁ PARK AND RIDE PARCEL
(UDOT PARCEL 442:TAQ)
07/21/2025



LEGEND

- ROW TRANSFER FROM WEST VALLEY TO UDOT
- ROW TRANSFER FROM UDOT TO WEST VALLEY



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

Quit Claim Deed

(Controlled Access)

Salt Lake County

Tax ID No.	14-35-227-014
	14-35-227-015
	14-35-227-007
PIN No.	7703
Project No.	MP-0182(6)
Parcel No.	0182:442:TAQ

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to West Valley City, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, County of Salt Lake, State of Utah, Zip 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for roadway and parking purposes, situate in Lots 7, 8 and 9, Jonesdale Subdivision, recorded as Entry No. 1380198, in Book O of Plats at Page 33, in the Office of the Salt Lake County Recorder, and in the NE1/4 NE1/4 of Section 35, T.1S., R.2W., S.L.B.&M. The boundaries of said entire tract of land, consisting of portions of parcels 442:T, 442B:T and 444:T are described as follows:

Beginning at southeast corner of said Lot 9, and running thence S.89°57'00"W. 103.17 feet to a point in the existing easterly highway right of way and limited access line of the Mountain View Corridor (SR-85); thence along said existing easterly highway right of way and limited access line the following four (4) courses: (1) N.07°19'17"E. 112.93 feet to a point 209.19 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite engineer station 1809+22.46; thence (2) N.11°22'27"E. 38.10 feet to a point 215.74 feet radially distant easterly from said control line opposite engineer station 1809+58.86; thence (3) N.14°56'37"E. 24.33 feet to the northwest corner of said entire tract at a point 221.50 feet radially distant easterly from said control line opposite engineer station

Continued on Page 2
UDOT RW-05UDA (11-01-03)

1809+81.76; thence (4) N.89°26'42"E. 74.84 feet to the northeast corner of said entire tract at a point 296.31 feet radially distant easterly from said control line opposite engineer station 1809+83.87; thence S.00°03'00"E. 173.51 feet along the easterly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described entire tract of land contains 15,772 square feet or 0.362 acre in area, more or less.

In the event the Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Pursuant to Title 72, Chapter 6, Section 117, the above described tract of land is granted without access to or from the adjoining freeway over and across the westerly boundary line of said tract of land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

PIN No. 7703
Project No. MP-0182(6)
Parcel No. 0182:442:TAQ

STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION
) ss.
COUNTY OF SALT LAKE)

Ross Crowe,
Director of Right of Way, UDOT

On this ____ day of _____, in the year 20____, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

Notary Public

UDOT Cooperative Agreement

- Agreement to accept property for an existing park and ride lot on 3575 South for the Mountain View Corridor shared use path





Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed*

Fiscal Impact: \$4,000.00

Funding Source: *Class C Roads*

Account #: *45-9610-40750-75308-0200*

Budget Opening Required: *No*

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed.

Summary:

JSB Apex Properties, LLC has signed a Right-of-way Purchase Agreement and a Warranty Deed in favor of West Valley City for properties located at 4085 South 2200 West (15-34-352-047 and 046).

Background:

The JSB Apex Properties, LLC parcels located at 4085 South 2200 West is one of the properties affected by the required removal and replacement of ADA ramps for the 2026 Asphalt Overlay Improvements Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over portions of the properties currently owned by the property owner. Compensation for the Warranty Deed in the amount of \$4,000.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 12/18/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A
WARRANTY DEED WITH AND FROM JSB APEX PROPERTIES,
LLC FOR PROPERTY LOCATED AT 4085 SOUTH 2200 WEST.**

WHEREAS, JSB Apex Properties, LLC (herein “Owner”) has entered into a Right of Way Purchase Agreement for property located at 4085 South 2200 West that is affected by the 2026 Asphalt Overlay Improvements Project (herein “Project”); and

WHEREAS, Owner has also signed a Warranty Deed (the “Deed”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Deed.

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

1. That the above-referenced document entitled “Right-of-Way Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this 8 day of December, 2025, JSB Apex Properties, LLC (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$4,000.00 for the Property. This amount constitutes fair market value and is the entire payment for the Property and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.
3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
4. Closing costs, if any, shall be paid by the City.

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

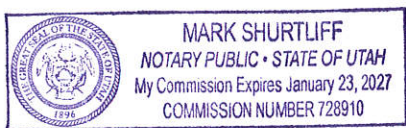
(Signatures follow)

GRANTOR
JSB APEX PROPERTIES, LLC



State of Utah)
County of Utah) :SS

On this 8 day of December, 2025 personally appeared before me Mark Shurtliff whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Managing Member of JSB Apex Properties, LLC, and that he or she executed the foregoing instrument on behalf of said entity by authority of its articles of organization or a resolution of its members.


Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

WARRANTY DEED

JSB Apex Properties, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, two parcels of land in fee for public street purposes, located at **4085 South 2200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

Two parcels of land in fee, located in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcels of land are more particularly described as follows:

Parcel 1, portion of 15-34-352-046

Beginning at a point on the north right-of-way line of 4100 South, said point being North 00°00'45" West 66.00 feet and North 89°53'39" East 53.00 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 44°57'04" West 8.18 feet; thence North 89°53'39" East 6.78 feet; thence South 00°00'00" East 5.80 feet to said north right-of-way line; thence South 89°53'39" West 1.00 foot to the Point of Beginning. Containing 23 square feet, more or less.

Parcel 2, 15-34-352-047

Beginning North 00°00'45" West 66 feet and North 89°53'59" East 53 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 44°57'04" West 28.26 feet; thence South 20 feet; thence East 20 feet to beginning. Containing 200 square feet, of which 53 square feet, more or less, are now occupied by existing street improvements, balance is 147 square feet, more or less.

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

Warranty Deed

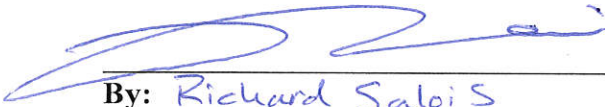
All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

Page 2 of 2

WITNESSED the hand of said GRANTOR this 8 day of December, 2025.

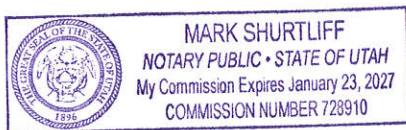
GRANTORS

JSB Apex Properties, LLC,
a Utah limited liability company


By: Richard Salois
Title: Managing owner

State of Utah)
County of Utah) :SS

On the 8 day of December, 2025, personally appeared before me Richard E Salois whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Managing Member of **JSB Apex Properties, LLC, a Utah limited liability company**, a Utah by authority of its members or its articles of organization, and that limited liability company, he/she acknowledged to me that said limited liability company executed the same.




Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

WARRANTY DEED

JSB Apex Properties, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, two parcels of land in fee for public street purposes, located at **4085 South 2200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

Two parcels of land in fee, located in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcels of land are more particularly described as follows:

Parcel 1, portion of 15-34-352-046

Beginning at a point on the north right-of-way line of 4100 South, said point being North 00°00'45" West 66.00 feet and North 89°53'39" East 53.00 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 44°57'04" West 8.18 feet; thence North 89°53'39" East 6.78 feet; thence South 00°00'00" East 5.80 feet to said north right-of-way line; thence South 89°53'39" West 1.00 foot to the Point of Beginning. Containing 23 square feet, more or less.

Parcel 2, 15-34-352-047

Beginning North 00°00'45" West 66 feet and North 89°53'59" East 53 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 44°57'04" West 28.26 feet; thence South 20 feet; thence East 20 feet to beginning. Containing 200 square feet, of which 53 square feet, more or less, are now occupied by existing street improvements, balance is 147 square feet, more or less.

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

Warranty Deed


All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

Page 2 of 2

WITNESSED the hand of said GRANTOR this 8 day of December, 2025.

GRANTORS

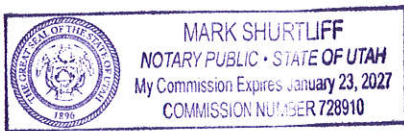
JSB Apex Properties, LLC,
a Utah limited liability company



Richard E. Salois
Managing Member

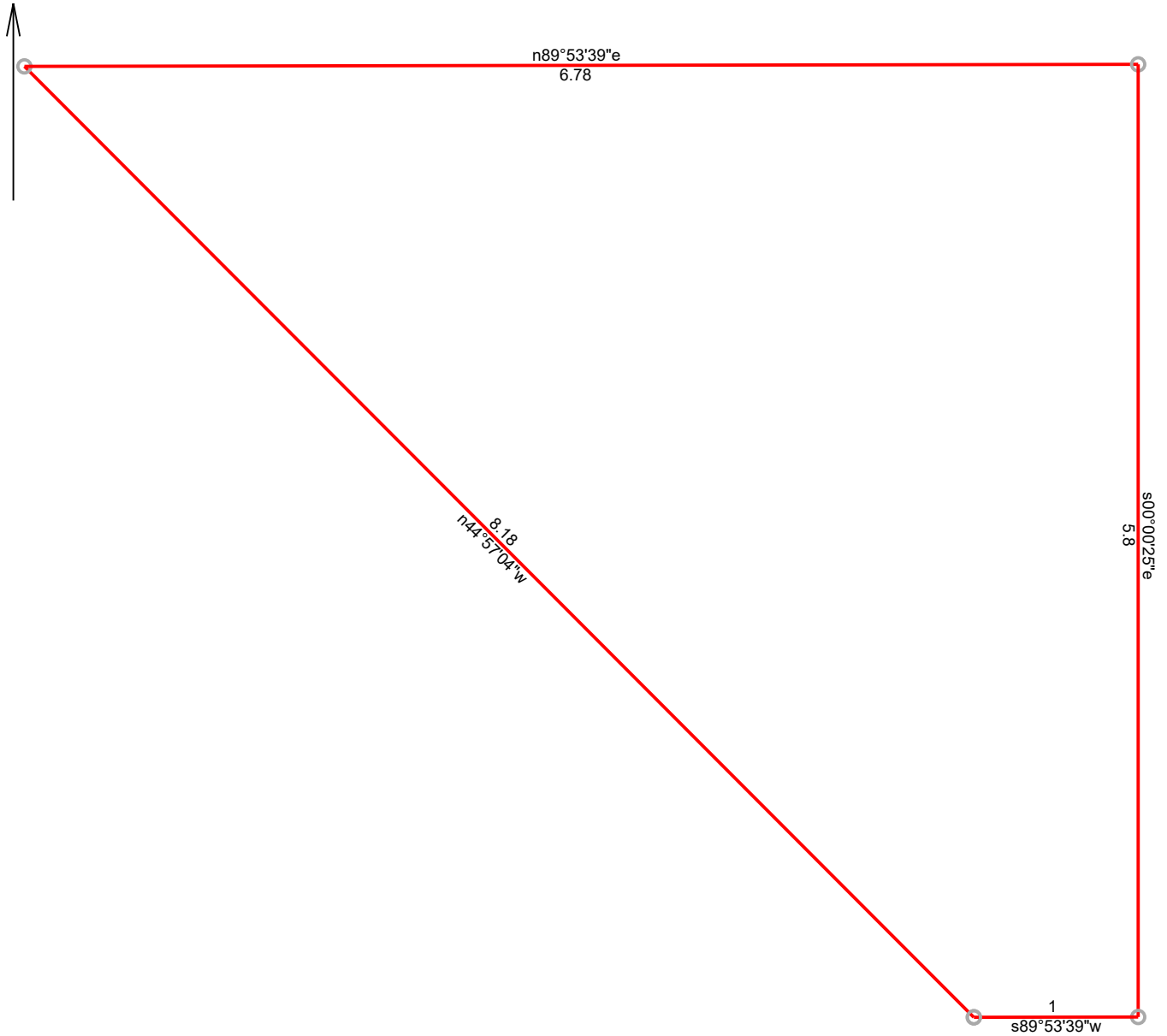
State of Utah)
County of Utah) :SS

On the 8 day of December, 2025, personally appeared before me **Richard E. Salois** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **JSB Apex Properties, LLC, a Utah limited liability company**, a Utah by authority of its members or its articles of organization, and that limited liability company, he acknowledged to me that said limited liability company executed the same.





Notary Public



4100 South

JSB Apex Properties, LLC to WVC (portion of 15-34-352-046) W.D. 9/17/2025

Scale: 1 inch = 1 foot

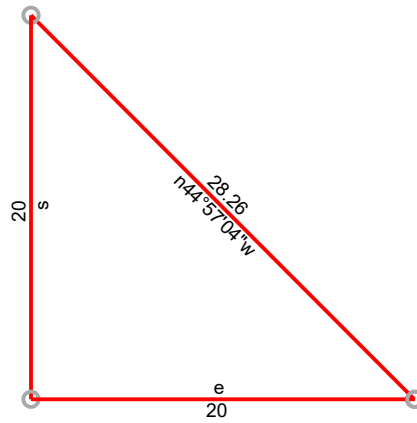
File:

Tract 1: 0.0005 Acres (23 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/14315), Perimeter=22 ft.

01 n44.5704w 8.18
 02 n89.5339e 6.78
 03 s00.0025e 5.8
 04 s89.5339w 1



2200 West



4100 South

JSB Apex Properties, LLC to WVC (15-34-352-047) WD

9/17/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0046 Acres (200 Sq. Feet), Closure: n89.4804w 0.03 ft. (1/1995), Perimeter=68 ft.

01 n44.5704w 28.26

02 s 20

03 e 20



WEST VALLEY CITY

The Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, January 27, 2026, at 6:30 PM, in the 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>.

TBD, CHAIR

TBD, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony- Mr. Whetstone
3. Roll Call
4. Approval of Minutes:
 - A. January 13, 2026 (Annual Meeting)
5. Resolutions:
 - A. 26-01: Amend the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County
6. Adjourn

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

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.



Description:

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

☐

Issue:

This resolution adopts an amendment to the Fairbourne Station Community Reinvestment Area Project Area Plan.

Summary:

This resolution allows for the addition of certain property that is going to be vacated by the Wasatch West Valley Retail Subdivision into the Community Reinvestment Area. Salt Lake County has requested that said vacated property be added to the Project Area to avoid inconsistent property boundaries.

Background:

The Wasatch West Valley Retail Subdivision was approved by the City Council on October 28, 2025. As part of the subdivision plat, a small portion of 2700 West will be vacated. While preparing the plat for recording, the SL County Assessor's Office acknowledged that the vacated portion would become part of lot 2 in said Subdivision. The County then advised staff that this small vacated right-of-way would need to become part of the Fairbourne Community Reinvestment Area. Utah law permits the addition of the property to the project area without a public hearing as a minor property adjustment requested by the County Assessor.

Recommendation:

Approve the ordinance

Department: RDA/CED
Submitted by: Staff
Date: 1/6/2026



REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FAIRBOURNE COMMUNITY
REINVESTMENT AREA PROJECT AREA PLAN TO MAKE AN
ADJUSTMENT REQUESTED BY SALT LAKE COUNTY.**

WHEREAS, the Redevelopment Agency of West Valley City (the “Agency”) is a community reinvestment agency established in accordance with the Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “Act”); and

WHEREAS, pursuant to Section 17C-5-112(5) of the Act, the Agency may adjust the project area boundary without obtaining taxing entity consent, providing notice, or holding a public hearing if the adjustment is requested by a county assessor or county auditor to avoid inconsistent property boundary lines; and

WHEREAS, the Salt Lake County Assessor’s Office has requested the addition of certain property described in the attached Exhibit A (the “Property”) to the Fairbourne Community Reinvestment Area (the “Project Area”) to avoid inconsistent property boundary lines within the Project Area; and

WHEREAS, the Board of Directors finds and determines that the amendment of the Fairbourne Community Reinvestment Area Project Area Plan to add the Property to the Project Area promotes the public peace, health, safety, and welfare of West Valley City and the community surrounding the Project Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Project Area Plan for the Fairbourne Community Reinvestment Area is hereby amended to add the Property described in Exhibit A to the Project Area.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

EXHIBIT A

PROPERTY ADDED TO PROJECT AREA

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47"W.), said point is 494.57 feet S.00°00'41"W. along the section line and 74.50 feet N.89°59'19"W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20"W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15"W. for a distance of 6.99 feet) and 2) N.00°04'46"E. 51.17 feet; thence S.89°55'14"E. 5.91 feet; thence S.00°01'10"E. 54.74 feet to the point of beginning.

The above described parcel of land contains 314 square feet or 0.01 acre in area, more or less.

Portion of Parcel No. 15-33-129-063

WHEN RECORDED MAIL TO:

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

Portion of Parcel # 15-33-129-063

**CERTIFICATE OF ADDITION TO FAIRBOURNE COMMUNITY REINVESTMENT
AREA**

On or about _____, the West Valley City Council adopted Ordinance _____ adding a portion of Parcel No. 15-33-129-063 to the Fairbourne Community Reinvestment Area at the request of Salt Lake County. Said property is more particularly described as follows:

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47"W.), said point is 494.57 feet S.00°00'41"W. along the section line and 74.50 feet N.89°59'19"W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20"W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15"W. for a distance of 6.99 feet) and 2) N.00°04'46"E. 51.17 feet; thence S.89°55'14"E. 5.91 feet; thence S.00°01'10"E. 54.74 feet to the point of beginning.

Certificate of Addition
Parcel No. 15-33-129-063
Page 2 of 2

Effective immediately, the above-described property is added to the Fairbourne Community Reinvestment Area.

Nichole Camac
City Recorder
West Valley City

On _____, Nichole Camac personally appeared before me, who being sworn upon oath, acknowledged to me that she has read the foregoing document, believes the contents thereof, has authority to execute the foregoing document, and executed the same.

Notary Public

West Valley RDA Land Planning - Council Update

January 13, 2026



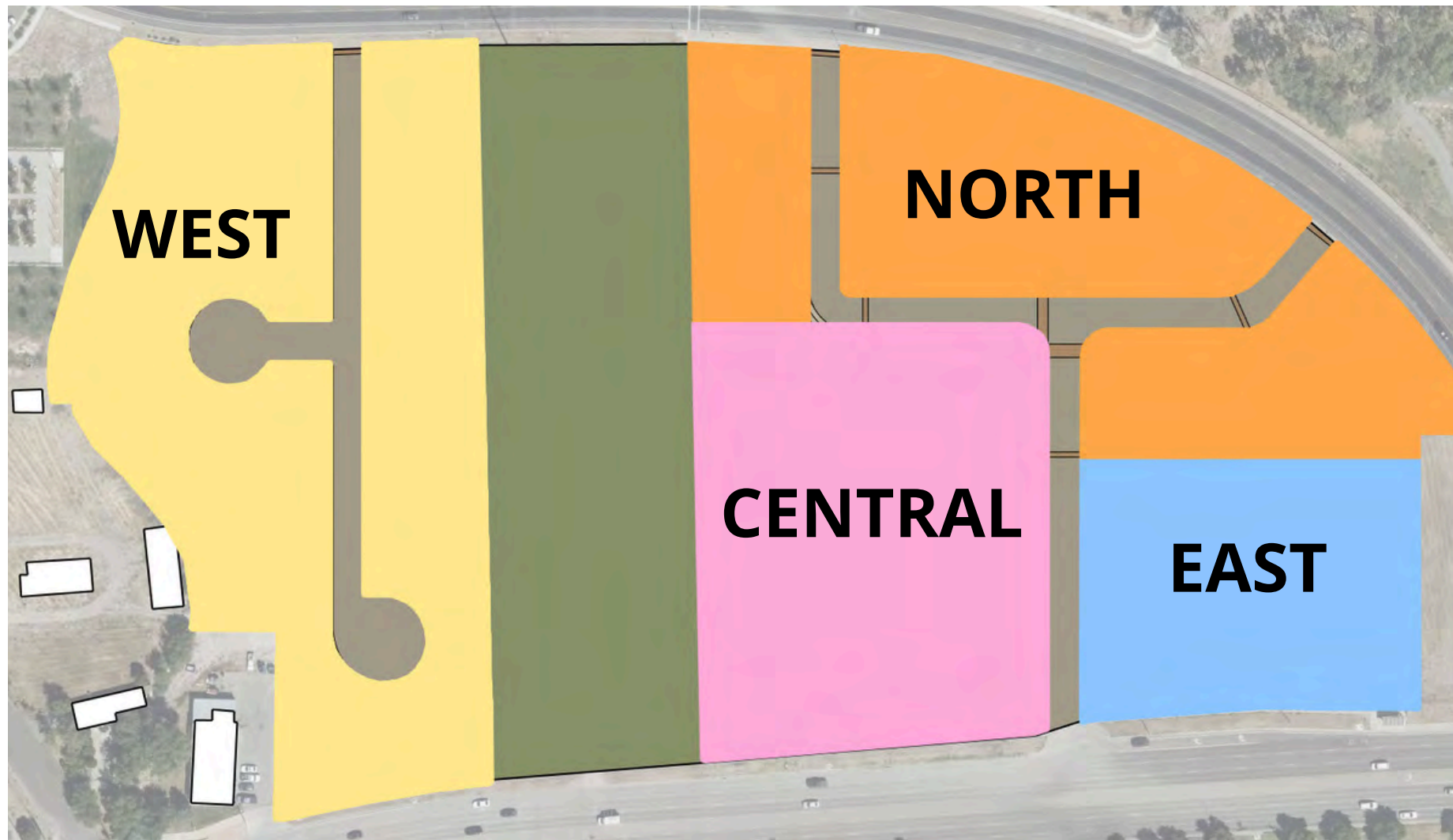
Agenda

1 OVERVIEW OF SUBDISTRICTS

2 DEVELOPMENT PLAN OVERVIEW

3 PHASING STRATEGY HIGHLIGHTS

Overview of Subdistricts



Key Themes Across the Plan

- The Plan emphasizes walkability through sidewalks, internal paths, and shared street environments across all districts.
- Greenspace is integrated throughout with multiple pocket parks and larger park opportunities along Cultural Center Drive.
- Delivering on the demand for varied housing types, the site delivers twin homes, townhomes, and mixed-use residential.
- Activated, strategic commercial sites are accomplished through the highly visible 3300 South frontage.

Central Subdistrict

MU Building

1 Bed: 62 units

2 Bed: 92 units

3 Bed: 40 units

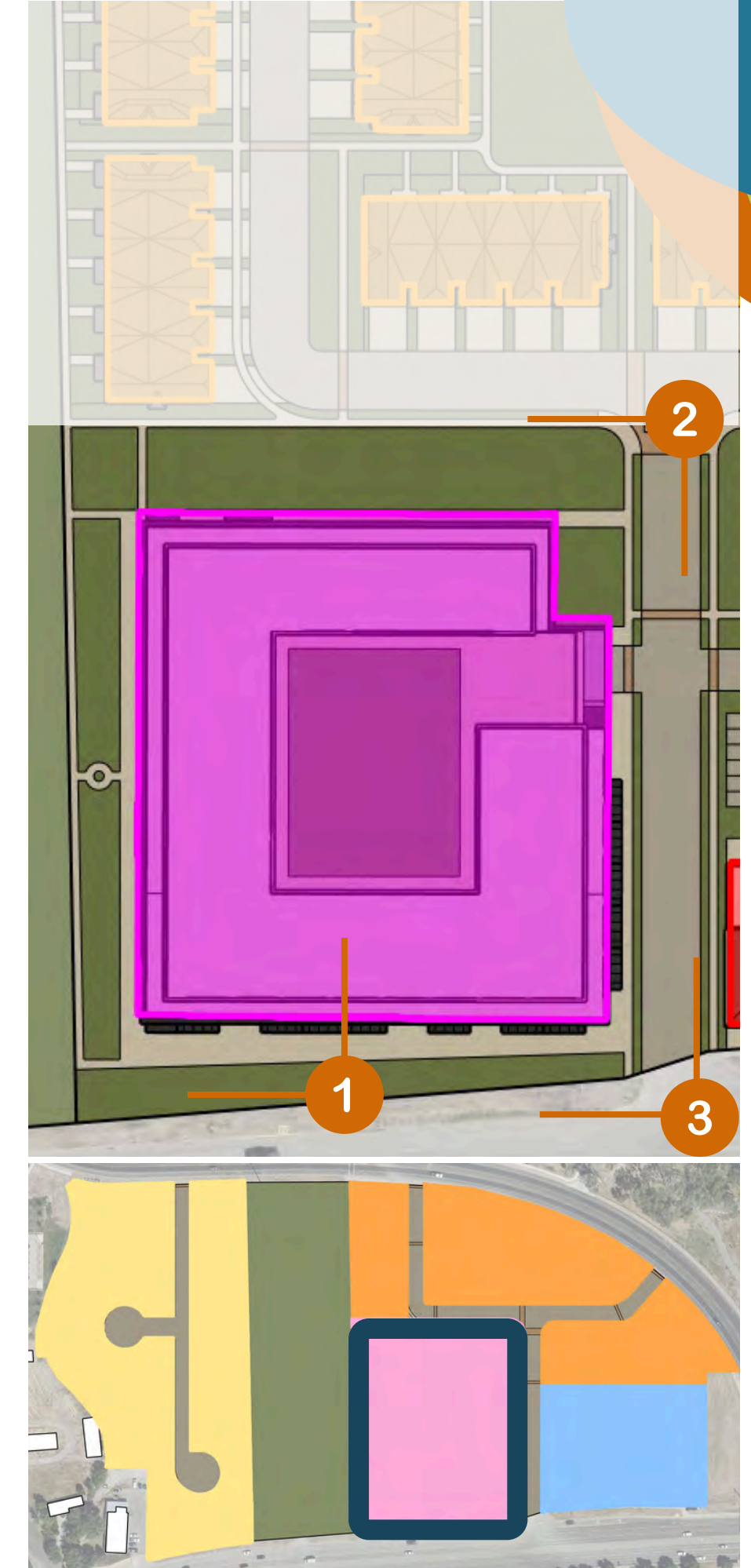
10,282 SF Ground Floor
Commercial

3 Retail Spaces
2 Restaurant Spaces

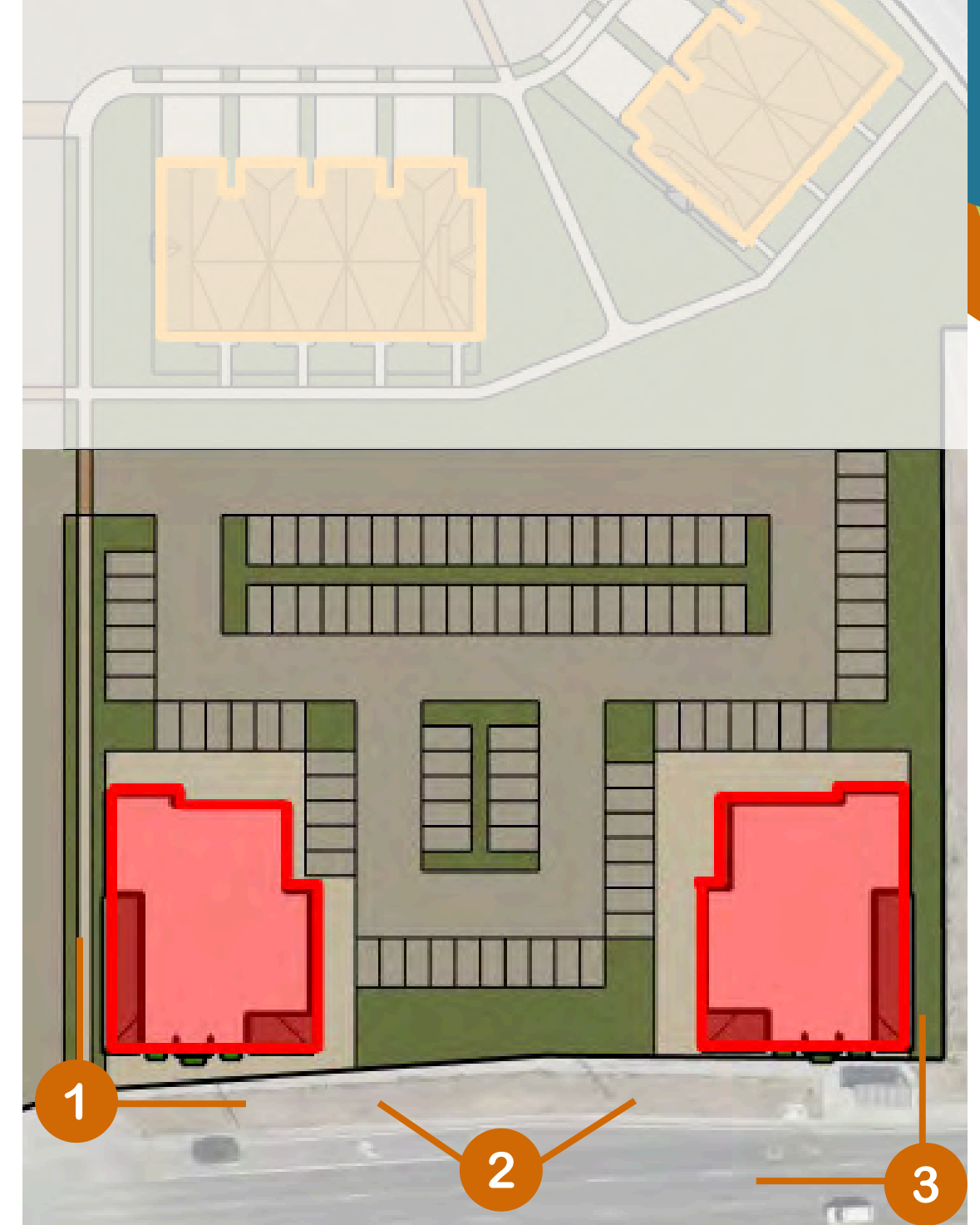
244 Parking Spaces in 4
Story Garage

15,719 SF Ground Floor
Residential Amenity Space

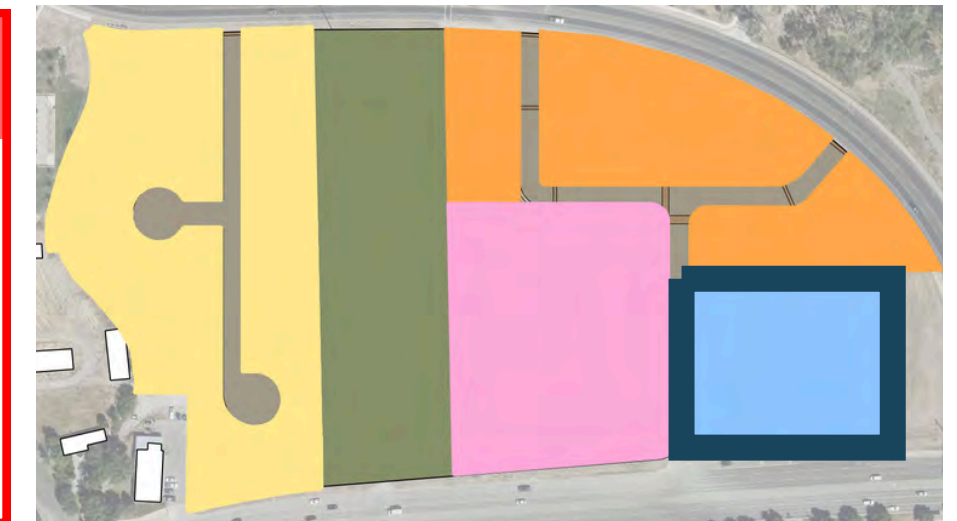
21,338 SF Amenity Deck



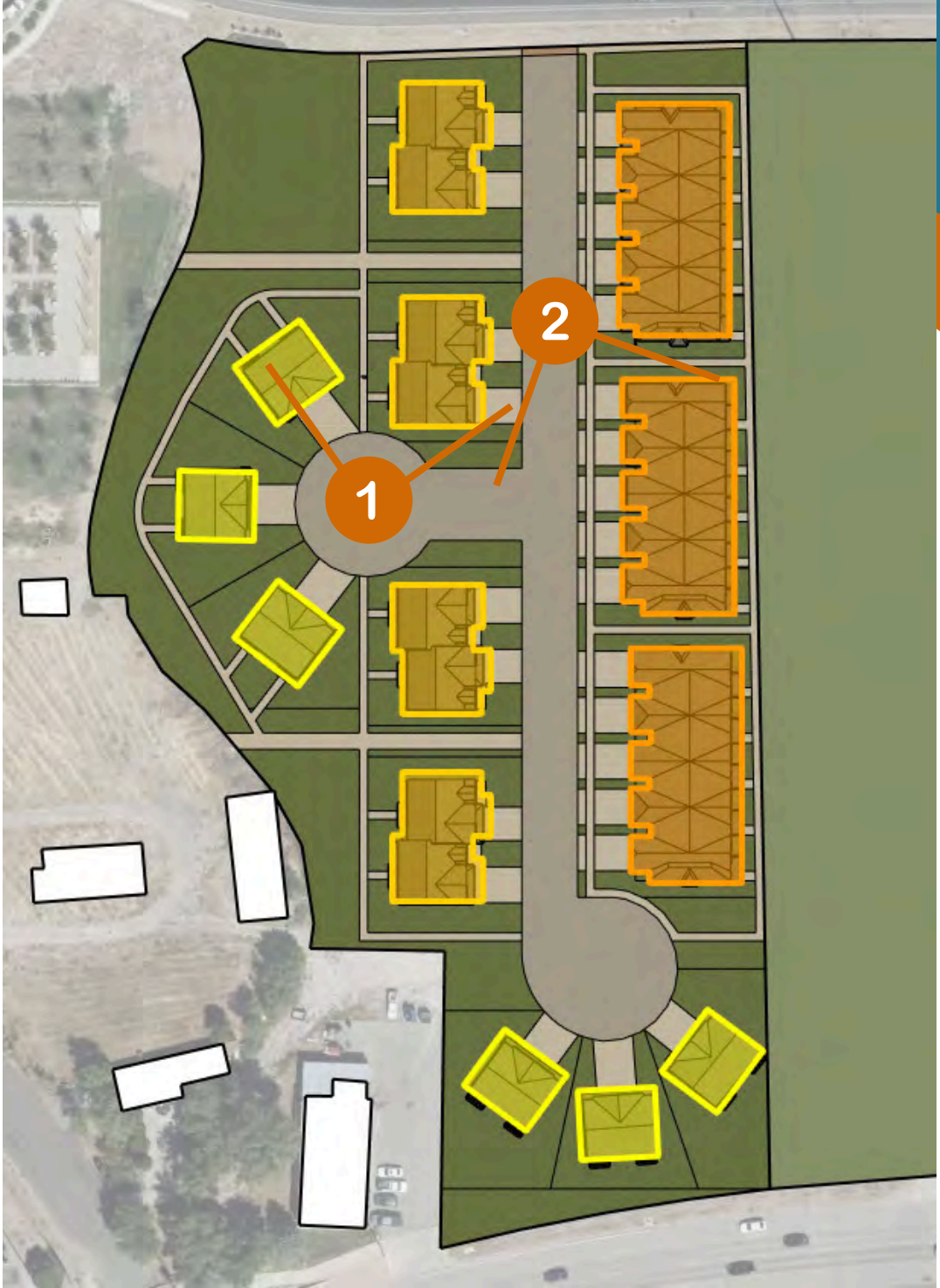
East Subdistrict



Commercial
2 Structures 6,456 SF Each
101 Parking Spaces



West Subdistrict



Townhomes

3 Structures
15 Units Total
3,229 SF Each

2 Car Garage Each
30 Spaces Total

Large Twin Homes

4 Structures
8 Units Total
3,065 SF Each

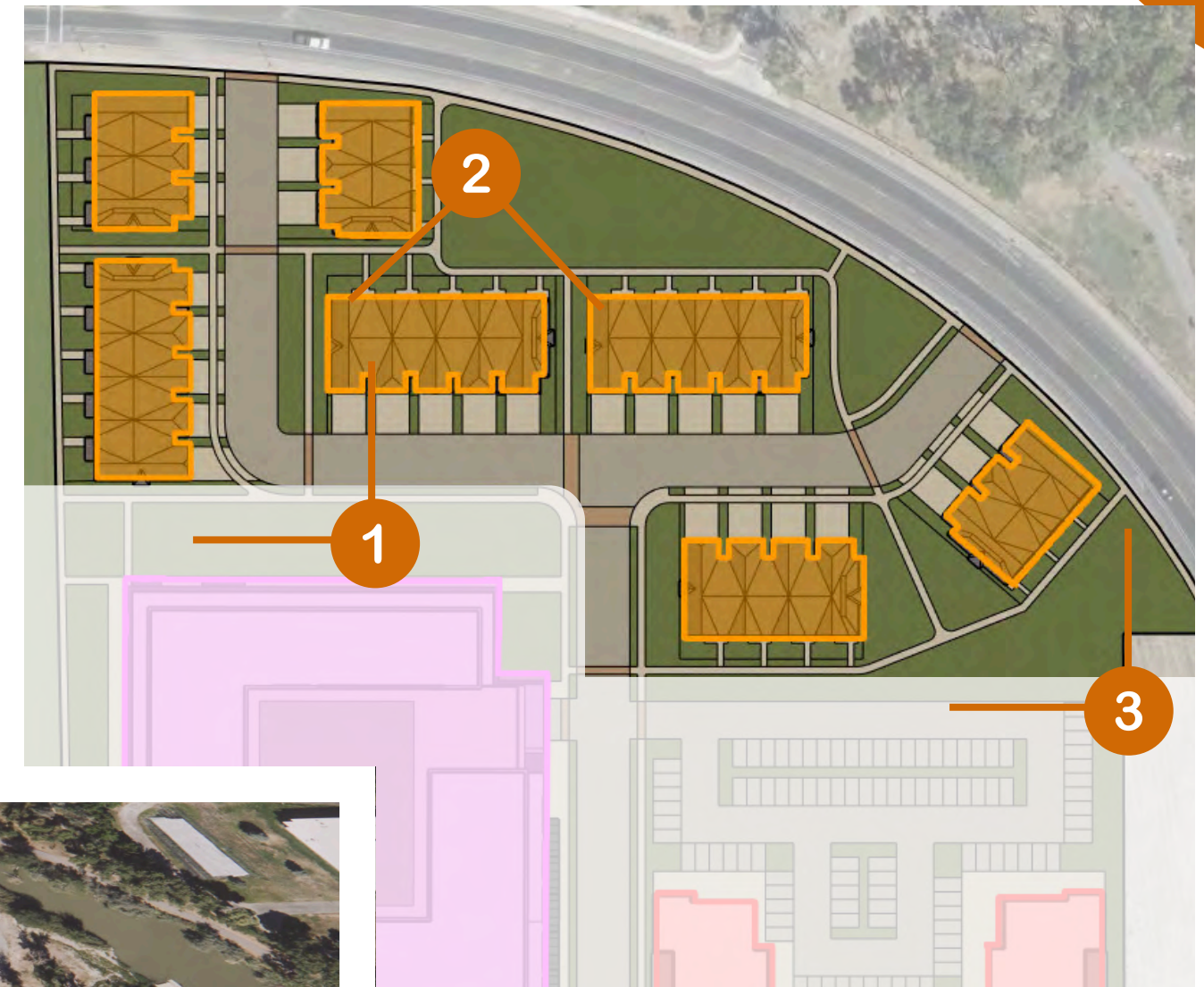
2 Car Garage Each
16 Spaces Total

Small Twin Homes

6 Structures
12 Units Total
1,340 SF Each

2 Car Garage Each
24 Spaces Total

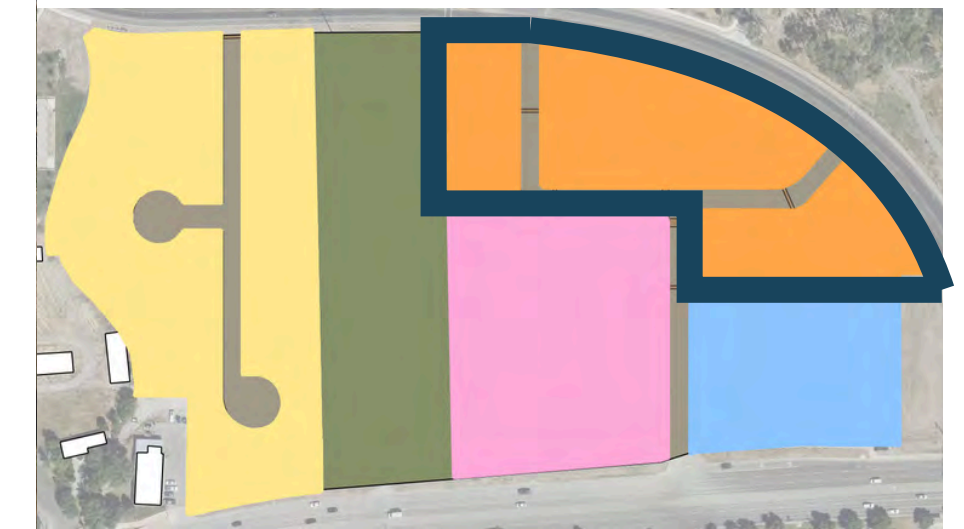
North Subdistrict



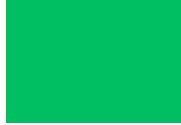


Townhomes

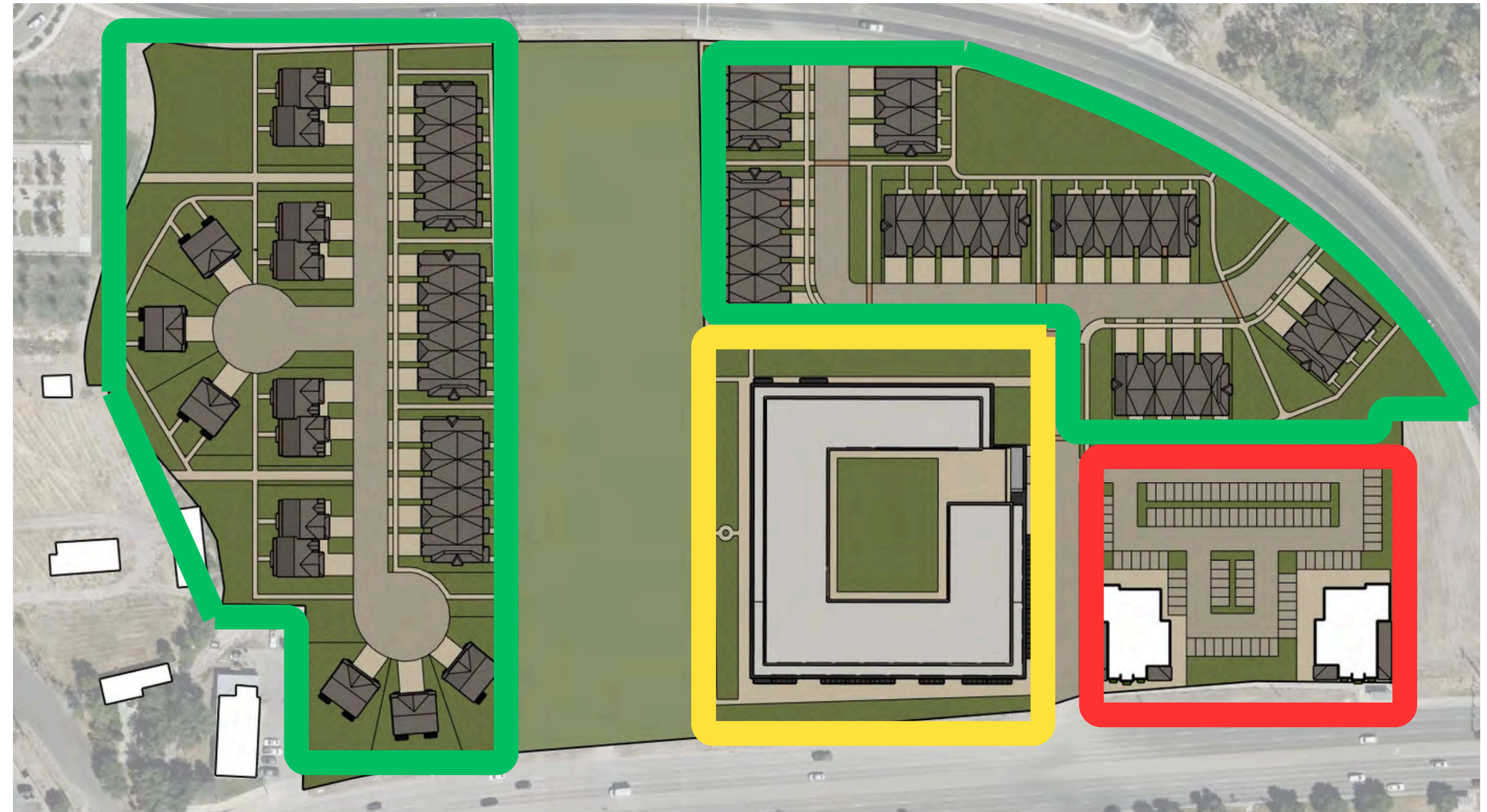
7 Sets of Townhomes
24 Units Total
3,229 SF Each

2 Car Garage Each
48 Spaces Total



Phasing Strategy

-  **Short Term Phase**
West & North
Subdistricts
-  **Medium Term Phase**
Central Subdistrict
-  **Long Term Phase**
East Subdistrict





QUESTIONS?