



WEST VALLEY CITY

The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, January 27, 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. January 13, 2026
 - B. January 20, 2026 City Council and Planning Commission Special Meeting
4. Presentations:
 - A. Introduction of New Employees

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. Review Agendas for Regular City Council and Special Redevelopment Agency Meetings of January 27, 2026

A. Special RDA Meeting Agenda

B. Regular City Council Agenda

6. Public Hearings Scheduled For February 10, 2026

A. Accept Public Input Regarding Total Compensation Increase of Municipal Executive Officers for Fiscal Year 2025-2026

B. Accept Public Input Regarding Application Z-8-2025, Filed by Wadsworth Development Group, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 5750 West 2300 South

Action: Consider Ordinance 26-03, Amend the Zoning Map to Show a Change of Zone for Property Located at 5750 West 2300 South from LI (Light Manufacturing) to M (Manufacturing)

Action: Consider Resolution 26-08, Authorize the City to Enter Into a Development Agreement with 5700 West WVC Owner, LLC for Approximately 6.56 Acres of Property Located at Approximately 5750 West 2300 South

C. Accept Public Input Regarding Application Z-9-2025, Filed by Cal Johnson, Requesting a Zone Change from A (Agriculture) to C-2 (General Commercial) for Property Located at 5459, 5477, and 5491 West 4100 South

Action: Consider Ordinance 26-04, Amend the Zoning Map to Show a Change of Zone for Property Located at 5459, 5477, and 5491 West 4100 South from A (Agriculture) to C-2 (General Commercial)

Action: Consider Resolution 26-09, Authorize the City to Enter Into a Development Agreement with Elva Rupp Rushton Properties, LLC and a Laurence & Elva J Family Partnership for Approximately 5.71 Acres of Property Located at Approximately 5459, 5477, and 5491 West 4100 South

7. Resolutions:

- A. 26-10: Approve the Purchase of Irrigation Control Systems and Data Services from Ewing Irrigation and Landscape Products and Rain Bird
- B. 26-11: Award a Contract to Utah Professional Lawn Care to Install Backflow Prevention Devices
- C. 26-12: Award a Contract to Kilgore Contracting for the 2026 Asphalt Overlay Project
- D. 26-13: Approve a Reimbursement Agreement Between the City and Cottages at Pearce Farm, L.L.C.
- E. 26-14: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Sidewalk Improvements on 3500 South
- F. 26-15: Award a Contract to Dirty Boys Contracting for the 2025-2026 East Sidewalk Repair Project

G. 26-16: Authorize the Execution of an Interlocal Cooperation Agreement with Magna City for Audible Pedestrian Signals

H. 26-17: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Storm Water Detention Improvements

8. Consent Agenda Scheduled for February 10, 2026

A. 26-18: Accept a Warranty Deed From R&E Investment, L.C. for Property Located at Approximately 3400 West and 2400 South

9. Authorize Consent Agenda for Regular Meeting of February 10, 2026

10. Communications:

A. University of Utah Hospital Update (10 min)

B. Utah Transit Authority (UTA) Update (10 min)

C. Short-Term Rentals Update (5 min)

D. Property Tax Discussion (5 min)

E. Legislative Update (5 min)

F. Council Calendar

11. New Business:

A. Potential Future Agenda Items

B. Council Reports

12. Motion for Closed Session (if necessary)

13. Adjourn



WEST VALLEY CITY
City Council Study Meeting
January 13, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JANUARY 13, 2026 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 LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, 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
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director (*electronically*)
Tumi Young, Chief Code Enforcement Officer
Jake Arslanian, Facilities Director
Harold Moleni, Administrative Analyst
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD DECEMBER 9, 2025

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

Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held December 9, 2025. Councilmember Huynh seconded the motion.

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

REVIEW AGENDAS FOR REGULAR CITY COUNCIL, REDEVELOPMENT AGENCY, AND BUILDING AUTHORITY MEETINGS OF JANUARY 13, 2026

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agendas for the Regular City Council, Redevelopment Agency, and Municipal Building Authority Meetings scheduled later this night.

ORDINANCE 26-01: ADOPT AN AMENDMENT TO THE FAIRBOURNE COMMUNITY REINVESTMENT AREA PROJECT AREA PLAN TO MAKE AN ADJUSTMENT REQUESTED BY SALT LAKE COUNTY

Jonathan Spingmeyer, ED Director, presented proposed ordinance 26-01 that would adopt an Amendment to the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County

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

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.

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.

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The City Council will consider Ordinance 26-01 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

ORDINANCE 26-02: AMEND SECTION 1-2-107 OF THE WEST VALLEY CITY MUNICIPAL TO UPDATE CERTAIN PARKS AND RECREATION FEES

Jamie Young, Parks and Recreation Director, presented proposed ordinance 26-02 that would amend Section 1-2-107 of the West Valley City Municipal to Update Certain Parks and Recreation Fees.

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

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.

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.

Councilmember Huynh asked how much of a revenue increase staff is expecting with these new rates. Jamie replied an estimated \$300,000 to \$400,000 per golf course. Mayor Lang asked if this would be enough to cover maintenance. Jamie replied that the hope is that the money will build up so that there will be sufficient funds for capital improvements. Councilmember Harmon asked if there will still be a limited number of player passes available. Jamie replied that there is expected to be a decrease in the amount of player passes sold with the increase of the cost but noted that there would still be a cap of 1500. Councilmember Harmon asked how the resident rate would be verified. Jamie replied that residents will need to show identification. Councilmember Wood asked if the player passes are distributed on a first come basis. Jamie replied yes. Councilmember Wood asked if there is one golf pro for both courses. Jamie replied that they are in the process of hiring another golf pro for The Ridge.

The City Council will consider Resolution 26-02 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

RESOLUTION 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

Jamie Young, Parks and Recreation Director, presented proposed resolution 26-01 that authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Services at the Harmon Senior Recreation Center.

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

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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.

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.

The City Council will consider Resolution 26-01 at the Regular Council Meeting scheduled January 27, 2025 at 6:30 P.M

RESOLUTION 26-02: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH TAYLORSVILLE CITY FOR ANIMAL CONTROL SERVICES

John Flores, Assistant City Manager, presented proposed resolution 26-02 that would authorize the Execution of an Amendment to an Agreement with Taylorsville City for Animal Control Services.

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

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.

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.

Councilmember Wood verified that the increased rate is annual. John replied yes. Councilmember Whetstone asked what the rebate would be based on. John replied calls for services, officers, licenses, permits, responses, etc. He noted that the actual cost of services will be evaluated at the end of the year. Councilmember Whetstone asked if the rebate was offered with the original agreement. John replied no.

The City Council will consider Resolution 26-02 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

RESOLUTION 26-03: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY

Jeni Erkilla, IT, presented proposed resolution 26-03 that would authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Access to Aerial Imagery

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

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.

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.

The City Council will consider Resolution 26-03 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

RESOLUTION 26-04: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF UTAH TO PROVIDE LAW ENFORCEMENT SERVICES

Colleen Jacobs, Police Chief, presented proposed resolution 26-04 that would authorize the City to Enter Into a Memorandum of Agreement with the State of Utah to Provide Law Enforcement Services.

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

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

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

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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.

The City Council will consider Resolution 26-04 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

RESOLUTION 26-05: APPROVE AN AMENDMENT TO A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION AND ACCEPT A QUIT CLAIM DEED

Dan Johnson, Public Works Director, presented proposed resolution 26-05 that would approve an Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation and Accept a Quit Claim Deed.

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

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

The City Council will consider Resolution 26-05 at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR JANUARY 27, 2026

A. RESOLUTION 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

Mayor Lang discussed proposed Resolution 26-06 that would 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

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

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

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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.

The City Council will consider Resolution 26-06 on the Consent Agenda at the Regular Council Meeting scheduled January 27, 2026 at 6:30 P.M.

AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF JANUARY 27, 2026

The Council agreed to add all items to the Consent Agenda for the January 27, 2026 Regular City Council Meeting at 6:30 PM.

NEW BUSINESS SCHEDULED FOR JANUARY 27, 2026

Mayor Lang indicated that the Council would be electing a new Mayor Pro Tem during the January 27, 2026 Regular City Council Meeting at 6:30 PM.

REVIEW AGENDA FOR SPECIAL REDEVELOPMENT AGENCY MEETING SCHEDULED FOR JANUARY 27, 2026

A. RDA RESOLUTION 26-01: AMEND THE FAIRBOURNE COMMUNITY REINVESTMENT AREA PROJECT AREA PLAN TO MAKE AN ADJUSTMENT REQUESTED BY SALT LAKE COUNTY

Jonathan Springmeyer, ED Director, discussed proposed RDA Resolution 26-01 that would amend the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County.

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

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.

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

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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.

The Redevelopment Agency will consider Resolution 26-01 at the Special Council Meeting scheduled January 27, 2026 at 6:30 P.M

COMMUNICATIONS

A. PRE-LEGISLATIVE SESSION UPDATE

Nichole Camac, City Recorder, requested that this item be placed later on the agenda as Cameron Diehl, representing Utah League of Cities and Towns, was still enroute.

B. LAND PLANNING UPDATE FOR PROPERTY LOCATED AT APPROXIMATELY 1300

WEST 3300 SOUTH

Jon Springmeyer, ED Director, introduced Ben Levenger and Nathan Davis.

Ben and Nathan presented a PowerPoint Presentation summarized as follows:

- Overview of subdistricts
 - o 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.
 - o Central Subdistrict
 - 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

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- East Subdistrict
 - 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
 - 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

Councilmember Whetstone asked how the buffer will work between the west side of the property and the Veteran's Memorial. Nathan explained that the proposed walking path maintains a minimum 25-foot setback from the property line, consistent with zoning requirements. He noted that the Veterans Memorial was viewed as an opportunity to preserve green space and serve as a buffer, acknowledging that while some residents may have concerns about traffic, the memorial limits residential development behind their properties. For reference, he stated the public road right-of-way is approximately 55 feet, which can be used as a general scale. He estimated the distance from the property line to the back of the building to be approximately 60–70 feet. Mayor Lang asked how much distance there is

between the path and the house. Nathan replied that the shortest would be 25 feet. Ben stated that the shortest distance from the walking path to a home would be approximately 25 feet, measured from the corner of the building to the path. He explained that the exact spacing depends on how the developer orients the building and how the lots are configured. Ben noted that the City could require additional space depending on the building angle or layout. He added that the current design maximizes the number of units while still accommodating public roads, and that the layout was strategically planned to achieve this balance.

Councilmember Harmon asked what the total number of housing units would be. Ben replied approximately 260. Councilmember Wood verified that the square footage depicted is per unit. Nathan replied yes and noted that this includes the garage.

The Mayor and Council had no further questions or concerns.

B. COUNCIL CALENDAR

Mayor Lang 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**

Councilmember Christensen referenced a presentation given by a sixth-grade student during the public comment period at a prior meeting. He recalled that she questioned why members of the public are limited to three minutes while Councilmembers are not. Councilmember Christensen stated that he believed the three-minute time limit was intended to apply to everyone equally. He expressed agreement with her concern and suggested the Council either reaffirm or formally reconsider the rule so it applies consistently to all speakers. Councilmember Wood asked what Ifo Pili, City Manager, had seen in other cities. Ifo stated that he has never seen councilmembers subject to speaking time limits throughout his career. He explained that, in his view, the meeting operates under a representative democracy model, where elected officials are chosen to speak on behalf of residents, making the meeting fundamentally different from public comment periods. He noted that public comment is not legally required, but is voluntarily provided by the Council as a courtesy. Ifo emphasized that the meeting belongs to the Council, and that even staff typically speak only when addressed. Councilmember Harmon stated that he tries to avoid being long-winded but would not support limiting Councilmembers' ability to share their views in their elected roles. He emphasized the importance of allowing Councilmembers to fully express their perspectives.

Councilmember Wood stated this issue has been discussed previously, including before her tenure on the Council, and referenced the Weston Fields development agreement. She shared that after attending ULCT training on conflict resolution, she believes it is important for the Council to openly discuss challenging issues and differing viewpoints rather than avoid them. Councilmember Wood acknowledged that when a property is purchased, buyers are bound by existing development agreements and should be aware of those terms. However, she noted that circumstances have changed since the agreement was signed in 2021, including rising interest rates and housing costs, making homeownership less attainable. She cited the average home price in West Valley City at approximately \$460,000, which remains unaffordable for many residents.

She outlined three concerns raised by the builder:

1. Square Footage Requirements:

The development agreement does not require basements. Without basements, homes must meet higher above-ground square footage requirements.

2. Garage Size:

While the agreement generally requires three-car garages, it allows two-car garages on certain lots depending on setbacks and garage orientation. Councilmember Wood noted that not all buyers want or can afford a three-car garage and questioned whether offering flexibility could improve affordability.

3. Exterior Materials:

At the time the agreement was signed, ordinances required 25% stone or brick exterior materials. A subsequent state law removed this requirement from city ordinances, though some development agreements still include it. The builder expressed concern about material requirements.

Councilmember Wood emphasized she was not taking a position but seeking Council input. She referenced a recent request to amend a development agreement that was denied and asked whether the Council should consider a consistent approach for future agreements. She also suggested exploring whether development agreements should expire or revert if properties remain undeveloped for extended periods. She requested feedback from Councilmembers on how to handle such situations moving forward.

Councilmember Huynh stated that he would like to schedule this as a communication item so it can be discussed more in depth and would like to give the developer the opportunity to address the Council.

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Councilmember Harmon stated that he believes, in general practice, development agreements should not be amended once approved. He emphasized that any amendment should only be considered if it clearly benefits the City. Councilmember Harmon noted that selling homes more quickly primarily benefits the builder and does not necessarily provide a direct benefit to the City. He concluded that without a demonstrated public benefit, he would not support amendments to development agreements.

Councilmember Nordfelt stated that development agreements should be negotiated at the time of a zoning change and should not be repeatedly renegotiated each time a property changes ownership or circumstances change. He expressed concern about housing affordability and attainability but emphasized that West Valley City should not bear the full burden of addressing those issues. Councilmember Nordfelt noted that the City has a limited supply of higher-end housing and believes it is important to preserve those options. He stated that if buyers prefer smaller garages, there are already existing homes in West Valley that meet those preferences. He did not support placing the matter on a future agenda.

Mayor Lang stated that she does not want to establish a practice of renegotiating development agreements each time a property is sold. She emphasized that when a property is sold, it should revert to its original zoning, requiring a new process if changes are desired. She noted that buyers should ensure they can comply with existing agreements, regardless of changing economic conditions. Mayor Lang expressed that the Council's long-term vision for the City should not be compromised by short-term market fluctuations, such as the 2008–09 recession or the pandemic. She prefers properties to be developed correctly for the long term, even if that takes additional time. She further highlighted that repeatedly revisiting development agreements consumes staff time without compensation from the developer, which is inefficient and should not become a precedent.

After brief further discussion, a majority of the Council chose not to add this on an agenda for future consideration.

Councilmember Nordfelt reported that a resident recently approached the Council with concerns about a neighbor's property, noting that enforcement is complicated because the roads in the development are private. He explained that the development lacks an active HOA, leaving residents without typical oversight, and described the situation as a "junkyard house" issue where residents still pay taxes but do not receive full city services such as road maintenance or trash pickup. Councilmember Nordfelt suggested the Council consider whether the City has the legal authority to perform code enforcement on private roads and whether staff should be instructed to address such situations. He recommended this issue be

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discussed further to determine possible solutions. After brief discussion, the Council requested that Legal provide an update on this matter at the next meeting.

Nichole Camac, City Recorder, stated that a Special Meeting would be held on January 20, 2026 with the Planning Commission to kick off a General Plan Update. Nichole addressed the earlier discussion on public comment, noting that Eric made a valid point regarding the agenda language. She explained that the agenda states the Mayor, City Council, or city staff may respond to comments within the 30-minute public comment period. The Council and staff agreed that this could be interpreted in different ways. Ifo stated that Councilmembers are already limited by existing rules, including the requirement to only discuss items listed on the agenda.

B. COUNCIL REPORTS

COUNCILMEMBER WOOD

Councilmember Wood stated she has attended many trainings hosted by the Utah League of Cities and Towns.

COMMUNICATIONS CONTINUED

A. PRE-LEGISLATIVE SESSION UPDATE

Sam Johnson, Communications and Government Affairs Director, provided an overview of the upcoming legislative session, which runs from January 20th to March 6th. He reviewed key information about Utah's legislature, including:

- The House of Representatives has 75 members, representing roughly 30,000 residents each, with a Republican supermajority of 59 to 16.
- The Senate has 29 members, with Republicans holding a majority of 22 to 6 and one independent, Senator Emily Buss, representing West Valley City. Buss is affiliated with the Forward Party, marking the first time the party has had a legislator in the Utah Capitol.

Sam shared historical notes, including that there are no legislative term limits, the longest-serving male legislator was Haven Barlow (42 years), and the longest-serving female legislator, Carol Spackman Moss, is stepping down this year. He noted the City will rely on support from the League of Cities, as well as lobbyists Dave Stewart and Mike Deaver, with Deaver focusing on funding for the Maverik Center and the Olympics. Federal representation is provided by Ron Hamm and Shirley Spindell. Sam emphasized that the session is expected to be active and introduced Cameron Diehl to discuss his related work.

Cameron noted that the upcoming legislative session will be his 18th and highlighted Councilmember Christensen's extensive experience attending past sessions. Cameron

outlined the City's approach to engaging with the legislature, emphasizing three core principles: respect, collaboration, and outcomes. He explained that these principles ensure legislators respect the role of cities, enable cooperative problem-solving, and focus on results that improve the quality of life for constituents. He introduced key slogans for the session: "one size doesn't fit all" and "partnership, not preemption," noting increased legislative recognition of these principles in recent years. He stated that more than 200 bills will be tracked during the session and highlighted daily coordination with Sam to align on City priorities. Cameron identified land use, revenue, and public safety as the primary topics of focus, with specifics changing annually. He offered to address any questions from the Mayor or Council regarding property tax, public safety, land use, or other legislative matters before the session begins.

Councilmember Nordfelt asked if there are bills being proposed that would limit the City's ability to regulate land zoning. Cameron provided context regarding legislative efforts related to city zoning, noting that even historically—dating back to the Mayor Nordfelt era—there have been bills attempting to limit municipal zoning authority. He emphasized that the existence of a bill does not guarantee passage, citing the need for sufficient votes in both the House and Senate. He addressed comments by Governor Cox on city zoning, clarifying that the Governor's presentation primarily focused on infrastructure funding and how cities, the state, and builders can collaborate to prioritize state infrastructure dollars to support affordable, owner-occupied housing. While the Governor's response to a reporter about preemption was concerning, Cameron noted it represented only part of the broader discussion. Cameron acknowledged that some legislators view cities as an obstacle to housing development, while others recognize that cities have already zoned and entitled numerous housing units that remain unbuilt, which is often beyond municipal control. He concluded that many state legislators remain willing to work collaboratively with cities and the development community to support homeownership, sustainable infrastructure, affordability, and quality of life—principles aligned with the League of Cities' priorities.

Mayor Lang asked about bills related to property taxes. Cameron discussed the property tax landscape for the upcoming legislative session, noting that there are more property tax bills and heightened concern at the Capitol than he has seen in his experience, reflecting a broader national trend. He highlighted examples from other states, including Wyoming, which enacted a 25% property tax cut, and Florida, where discussions include potentially eliminating property tax entirely. He explained that one bill of concern would redefine "new growth," potentially affecting West Valley City's TIF projects, and another proposal would cap property tax increases at 5% annually. While incremental annual increases help maintain the city's purchasing power, he noted the trade-off is that larger projects may be delayed. The Legislative Policy Committee recommended a position pending further data collection. Other proposals include requiring voter approval for property tax increases and modifying the residential property tax exemption from 55% to 40% of assessed value while maintaining

MINUTES OF COUNCIL STUDY MEETING – JANUARY 13, 2026

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revenue neutrality, effectively shifting more tax responsibility to commercial and secondary properties. Cameron emphasized that both the business community and housing stakeholders are closely monitoring these developments. Finally, he discussed potential changes to the Truth in Taxation process, which would ideally allow hearings in May or June instead of August, giving the public more opportunity to engage before the budget is enacted. He concluded that this year will be particularly active for property tax legislation, as well as in land use, public safety, and constitutional matters.

Sam asked the Council if they would like a bill tracker as has been done in years past. After discussion, the Council requested a simplified bill tracker as well as contact information for Legislators.

The Mayor and Council had no further questions or concerns.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JANUARY 13, 2026 WAS ADJOURNED AT 5:54 PM BY MAYOR LANG.

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, January 13, 2026.

Nichole Camac, MMC
City Recorder



WEST VALLEY CITY
City Council/ Planning Commission
Special Meeting

THE WEST VALLEY CITY COUNCIL AND WEST VALLEY CITY PLANNING COMMISSION MET IN ELECTRONIC SPECIAL SESSION ON TUESDAY, JANUARY 20, 2026 AT 4:31 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 LANG.

THE FOLLOWING CITY COUNCIL MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

THE FOLLOWING CITY COUNCIL MEMBER WAS ABSENT:

Tom Huynh, Councilmember District 1

THE FOLLOWING PLANNING COMMISSIONERS WERE PRESENT:

Mathew Lovato, Chair
Martell Winters, Vice Chair
Nancy Drozdek
Rob Durfee
Pauline Matagi
Adriana Ramirez
Harold Woodruff
Derrick Porter

STAFF PRESENT:

Ifo Pili, City Manager
Tera Smith, Deputy City Recorder
John Flores, Assistant City Manager
Steve Pastorik, CED Director
Jonathan Springmeyer, ED Director
Brock Anderson, Planning and Zoning
Travis Crosby, IT

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GENERAL PLAN UPDATE KICK-OFF WORKSHOP WITH HOUSEAL LAVIGNE ASSOCIATES

John Houseal, Partner at Houseal Lavigne, walked attendees through the slideshow presentation.

Houseal Lavigne
Planning I Design I Economics

We are an urban planning, design, and geospatial services firm. We pride ourselves on creativity, collaboration, and delivery of quality. Our team approach is built on strong relationships, the exchange of ideas, and a commitment to the integration of technology. Our priorities are to do good, have fun, work smart, and provide visionary, responsive, and viable solutions to our clients and partners.

All Scales

Over 450 Planning Studies throughout the Country, including Comprehensive Plan, Downtown Plans, Neighborhood Plans, Corridor Plans, Redevelopment Plans, and Zoning Ordinances.

National Experience

National Experience includes Colorado, Alabama, Arkansas, California, Connecticut, Georgia, Kansas, Kentucky, Illinois, Indiana, Iowa, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Utah, Virginia, Washington, Wisconsin

Innovative & Fun

We push ourselves constantly, challenging each other to find better approaches and results – and we have fun while we do it

Agenda

- What is a General Plan?
- Review Project Timeline and Planning Process
- Workshop: Issues and Opportunities
- Outreach Strategies - Website, Community Questionnaire, map.social
- Next Step

About the Planning Process

What is a General Plan

- A “Roadmap” or “Blueprint” for the next two decades
- The General Plan...
 - Engages the community

MINUTES OF COUNCIL STUDY MEETING – JANUARY 20, 2025

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- Identifies community desires, needs, and aspirations
- Assesses the City's existing issues and strengths
- Guides a broad range of topics (policy)
- Is a dynamic document – can be updated and maintained to reflect trends and events

Why is the General Plan Update Important?

- Tell West Valley City's story and share the City's vision
- Evaluate and inform development proposals
- Foundation for the regulatory framework
- Coordinate local and regional initiatives
- Support the CIP and budgeting
- Identify future studies/grant funding
- Inform and educate the community

Scope of Work

Anticipated 16–18 month schedule:

- Establish where we are today
- Define where we want to go
- Establish the roadmap to get there

Step 1: Project Kick-off

- 1a. Staff Coordination and Data Collection
- 1b. Staff Kick-Off Meeting
- 1c. Department Heads Meeting
- 1d. Staff-led Study Area Tour
- 1e. Planning Commission and City Council

Step 2: Upfront Public Engagement

- 2a. Communication and Engagement Plan
- 2b. Branding and Collateral
- 2c. Project Website
- 2d. Community Survey
- 2e. Key Stakeholder Interviews and Focus Groups
- 2f. Business Community Workshop
- 2g. Community Workshop
- 2h. DIY Kits
- 2i. Public Engagement Key Themes and Takeaways Summary

Step 3: Existing Conditions

- 3a. Existing Conditions Assessment

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- 3b. Existing Conditions Memo
- 3c. Staff Review

Step 4: Plan Visioning

- 4a. Community Visioning Workshop
- 4b. Vision Statement and Goals
- 4c. Preliminary Future Land Use Plan
- 4d. Staff Review – Vision and Land Use

Step 5: Draft General Plan Update

- 5a. Draft General Plan Update
- 5b. Staff Review

Step 6: Revised and Final General Plan Update

- 6a. Revised Draft General Plan Update Document
- 6b. Staff Review
- 6c. Final General Plan Update to Planning Commission
- 6d. Final and General Plan Update to the City Council
- 6e. Final General Plan Update Document

Planning Commission and City Council

- 1e. Planning and Zoning Commission Meeting
- 6d. Final Plan Presentation to Planning and Zoning Commission
- 6e. Final Plan Presentation to City Council

Workshop Exercises:

1. Identify five (5) issues or concerns confronting West Valley City.

Participants were given time to individually write down five issues or concerns they felt were confronting West Valley City. After completing the exercise, each participant was asked to share one issue they had identified.

Commissioner Woodruff – Variety of affordable housing
Commissioner Winters – Aging housing stock
Commissioner Drozdek – University of Utah on the Westside
Commissioner Lovato – Size of City hard to maintain
Commissioner Porter – Facilities/Attraction
Mr. Pastorik – High office vacancy rate
Mr. Pili – Aging infrastructure
Mayor Lang – Need for more higher end housing
Councilmember Christensen – Gang Problem

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Councilmember Harmon – Single family residents converting to multi family
Councilmember Wood – Better planning and maintenance for parks and recreation
Commissioner Durfee – Retain quality workforce
Commissioner Matagi – Safety
Councilmember Whetstone – Access to healthcare
Councilmember Nordfelt – Air quality
Commissioner Ramirez – East and West Traffic

Participants were asked if they would like to add anything further to the list.

Commissioner Winters – Getting schools to achieve higher ranking
Commissioner Lovato – More diverse businesses
Mr. Pastorik – Differed maintenance/Discouraging investments
Mr. Pili – Amenities
Councilmember Christensen – Demographic challenges
Councilmember Harmon – What does the city look like in 10 years
Councilmember Whetstone – Limited development land
Commissioner Drozdek – More trees
Mr. Pastorik – Lower education attainment vs the county
Mr. Pili – Rising costs vs revenue

2. List, in order of importance, the three (3) most important issues discussed so far.

Participants were given time to individually identify their top three issues or concerns from the 26 listed. They were then asked to raise their hands while a tally was taken to determine the top three issues.

1. 6 votes
2. 1 vote
3. 1 vote
4. 1 vote
5. 5 votes
6. 3 votes
7. 1 vote
8. 3 votes
9. 2 votes
10. 3 votes
11. 5 votes
12. 1 vote
13. 2 votes
14. 0 votes

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- 15. 2 votes
- 16. 2 votes
- 17. 1 vote
- 18. 1 vote
- 19. 4 votes
- 20. 0 votes
- 21. 0 votes
- 22. 0 votes
- 23. 2 votes
- 24. 0 votes
- 25. 1 vote
- 26. 2 votes

Based on the number of votes the top 3 issues or concerns were:

1. Variety of affordable housing
2. Facilities/Attraction, tied with, Better planning and maintenance for parks and recreation
3. Differed maintenance/Discouraging investments
3. Identify three (3) specific projects or actions that you would like to see undertaken to positively impact the City.

Commissioner Ramirez – Get more destination here

Councilmember Nordfelt – Focus on amenities

Councilmember Whetstone – Increase police force by 20%

Commissioner Matagi – Affordable Housing

Commissioner Durfee – Redevelop around the mall

Councilmember Wood – Redevelopment of housing that is showing age

Councilmember Harmon – Enforce against boarding housing/No overnight parking

Councilmember Christensen – Increase police and fire by 20%

Mayor Lang – Bring in NFL stadium

Mr. Pili – Sports Complex/Indoor and outdoor

Mr. Pastorik – 1,000 acres Kennecott owns/Transportation

Commissioner Porter – Jordan River space developed into green spaces and parks

Commissioner Lovato – Amenities/Parking

Commissioner Drozdek – Higher education

Commissioner Winters – Grants/financial means to help revitalizing old homes

Commissioner Woodruff – Variety of housing added to the mall site

4. What are the primary strengths and assets of West Valley City?

Councilmember Wood – Accessibility to downtown and airport

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Councilmember Harmon – Access to all major roadways
Councilmember Whetstone – Economic development/Jobs
Councilmember Harmon – All of the amenities
Commissioner Lovato – Infrastructure
Councilmember Christensen – Neighborhood cooperation with each other
Mr. Pastorik – Great industrial uses
Commissioner Winters – Born and raised residents
Mayor Lang – Diversity in restaurants and shops
Commissioner Durfee – Frontlines
Councilmember Whetstone – Neighborhood night out to a new level
Commissioner Lovato – Less busy/Not stuck in traffic

Outreach Strategies

Project Website:

<https://hla.fyi/WestValleyCityMapSocial>

map.social

DIY Kits

Next Steps

In-Person Engagement

- Key Stakeholder Interviews/Focus Groups
- Business Community Workshop
- Community Workshop
- DIY Workshop Kits
- Community Visioning Workshop

Online Engagement (available now)

- Project Website, map.social
- Online Community Survey (TBD)

Project Deliverables

- Existing Conditions Memorandum
- Outreach Summaries
 - Department Heads Meeting
 - Advisory Committee Meetings
 - Planning Commission and County Board of Commissioners Meetings

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Community Workshop

Date: January 21st, 2026

Time: 6:00 pm – 7:30 pm

Location: West Valley City Hall (Multipurpose Room)

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL AND PLANNING COMMISSION, THE SPECIAL MEETING OF JANUARY 20, 2026 WAS ADJOURNED AT 6:06 P.M. BY MAYOR LANG.

Tera Smith
Deputy City Recorder

Introduction of New Employees

Last Name	First Name	Position
ENDICOTT	KIM	ANIMAL SERVICES OFFICE CLERK
BRIGGS	MASON	OPERATOR I
SOSI	TRE	STREET MAINTENANCE
PETERSON	MATTHEW	CODE ENFORCEMENT OFFICER
KIRKWOOD	ALEX	POLICE OFFICER
WELSH	BRANDEN	POLICE OFFICER



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>.

DON CHRISTENSEN, CHAIR

WILLIAM WHETSTONE, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony- Ms. Wood
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.



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, January 27, 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 Wood
4. Approval of Minutes:
 - A. January 13, 2026
5. Public Comment Period:

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

West Valley City does not discriminate 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.

6. Consent Agenda:

- A. Ord. 26-01: Adopt an Amendment to the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County
- B. Ord. 26-02: Amend Section 1-2-107 of the West Valley City Municipal to Update Certain Parks and Recreation Fees
- C. Reso. 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
- D. Reso. 26-02: Authorize the Execution of an Amendment to an Agreement with Taylorsville City for Animal Control Services
- E. Reso. 26-03: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Access to Aerial Imagery
- F. Reso. 26-04: Authorize the City to Enter Into a Memorandum of Agreement with the State of Utah to Provide Law Enforcement Services
- G. Reso. 26-05: Approve an Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation and Accept a Quit Claim Deed
- H. 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

7. New Business:

A. Reso 26-07: Authorize the City to Procure Repair and Replacement Elevator Parts and Services from Schindler Elevator Corporation

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

8. Motion for Closed Session (if necessary)

9. Adjourn



WEST VALLEY CITY

West Valley City
 FY26 Budget Amendment
 Executive Municipal Officers Compensation Increases
 Utah Code Section 10-3-818

The FY 2026 budget amendment includes compensation adjustments for executive officers, excluding the City Manager, to ensure market alignment and recognize general progression increases. Where there is more than one employee with the same title, the information presented shows the maximum available increase for the title.

Title	Market Increase	Progression Increase	Total Increase
Animal Services Director	3.0%	1.0%	4.0%
Assistant City Manager		1.0%	1.0%
Chief Code Enforcement Officer	5.0%	1.0%	6.0%
City Attorney	3.0%	1.0%	4.0%
City Recorder	5.0%	1.0%	6.0%
Communications & Government Affairs Director		1.0%	1.0%
Deputy Communications Director		1.0%	1.0%
Community Development Director		1.0%	1.0%
Community Engagement & Culture Director	3.0%	1.0%	4.0%
Court Administrator		1.0%	1.0%
Economic Development Director		1.0%	1.0%
Facilities & Construction Management Director	3.0%	1.0%	4.0%
Finance Director		1.0%	1.0%
Deputy Finance Director/Chief Accountant		1.0%	1.0%
Fire Chief		1.0%	1.0%
Deputy Fire Chief	4.2%	1.0%	5.2%
Human Resources Director		1.0%	1.0%
IT Division Head		1.0%	1.0%
Deputy IT Division Head		1.0%	1.0%
Parks & Recreation Director		1.0%	1.0%
Assistant Parks & Recreation Director	5%	1.0%	6.0%
Police Chief	5%	1.0%	6.0%
Deputy Police Chief		1.0%	1.0%
Public Works Director		1.0%	1.0%

Description: Z-8-2025

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

Application: #Z-8-2025

Applicant: Wadsworth Development Group

Location: 5750 W 2300 S

Size: 6.56 acres

Summary:

Zone change from LI (Light Industrial) to M (Manufacturing)

Background:

The applicant is proposing to develop a new headquarters for Kingbee Vans on the subject site. This would include shop space for the upfit of vans and light commercial vehicles within the facility as well as secure outdoor parking for new vans stored on-site.

There are three reasons the applicant is requesting this zone change. The first is to allow outside storage of new vans on the site. The LI zone prohibits outside storage while the M zone allows it. The second reason for the zone change is to allow auto service use as the primary use, which in this case is vehicle upfitting. The LI zone includes the following provision: "Automobile Service shall only be allowed as a Use that is incidental to a Permitted or Conditional Use". The third reason for the zone change is the LI zone prohibits overhead doors from facing High-Image Arterial Streets. The plans for the building on the north parcel include overhead doors on the west side of the building that face Mountain View Corridor, which is a High-Image Arterial Street.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development

Submitted by: Steve Pastorik

Date: 12/31/2025



WEST VALLEY CITY, UTAH

Draft Date: 12/11/2025

Date Adopted: _____

Effective Date: _____

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A
CHANGE OF ZONE FOR PROPERTY LOCATED AT 5750 WEST
2300 SOUTH FROM FROM LI (LIGHT INDUSTRIAL) TO M
(MANUFACTURING).**

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-8-2025, filed by Wadsworth Development Group and located at 5750 West 2300 South, is hereby reclassified from LI (Light Industrial) to M (Manufacturing), said property being more particularly described as follows:

A parcel of land being part of 2300 South Street and Blocks 3-6, Haynes Addition Plat E recorded May 9, 1889 as Entry No. 5325 in the Office of the Salt Lake County Recorder. Said parcel is located in the Northeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in a monumented northerly UDOT right-of-way line of Anna Caroline Drive (2400 South Street) being the center of a 15.00-foot vacated alley in said Block 3, Haynes Addition Plat E, which is 825.18 feet N. 89°38'10" W. along the Section Line and 54.56 feet N. 00°28'26" E. from the East Quarter Corner of said Section 23, said East Quarter Corner being 43.12 feet N. 00°28'02" E. from a Salt Lake County standard flat brass 4" monument (Mon #14243022) at approximately 2410 South and 5600 West; thence along said monumented northerly UDOT right-of-way line the

48 following two (2) courses: 1) N. 79°17'49" W. 276.25 feet to a UDOT right-of-way
49 monument; 2) N. 31°29'32" W. 89.33 feet to a UDOT right-of-way monument marking a
50 easterly right-of-way line of Mountain View Corridor having UDOT Project MP-
51 0182(6); thence along said easterly right-of-way line the following three (3) courses: 1)
52 N. 10°22'37" E. 716.13 feet to a UDOT right-of-way monument; 2) N. 12°32'25" E.
53 124.51 feet to a UDOT right-of-way monument; 3) N. 00°21'17" E. 22.94 feet; thence
54 S. 89°44'46" E. 302.51 feet to and along a fence more or less to the westerly right-of-way
55 line of Lester Street (5700 West Street); thence S. 00°28'26" W. 366.72 feet along
56 said westerly right-of-way line to the northeasterly corner of a parcel of land described
57 in that Ordinance No. 05-38 vacating a part of the southern portion of 2300 South in
58 said Haynes Addition Plat E recorded September 28, 2005 as Entry No. 9504554 in the
59 Office of said Recorder; thence N. 89°31'34" W. 132.50 feet to said center of a vacated
60 15.00-foot wide alley; thence S. 00°28'26" W. 609.45 feet along the center of said
61 vacated 15.00-foot alley to the Point of Beginning.

62
63 The above-described parcel contains 285,559 sq. ft. in area or 6.555 acres, more or
64 less.

65
66 **SECTION 2. ZONING MAP AMENDMENT.**

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

68
69
70 **SECTION 3. EFFECTIVE DATE.**

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

72
73
74
75
76
77 **DATED this _____ day of _____, 2026.**

78
79
80 **WEST VALLEY CITY**

81
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83
84
85
86 **MAYOR**

87
88
89
90 **ATTEST:**

CITY RECORDER



West Valley City Issue Paper

City Council Review

Description: Development Agreement with 5700 West WVC Owner, LLC

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

A resolution authorizing the City to enter into a development agreement with 5700 West WVC Owner, LLC.

Summary:

This resolution authorizes a development agreement between the City and 5700 West WVC Owner, LLC to establish minimum standards for a commercial development at 5750 West 2300 South.

Background:

Wadsworth Development Group, representing 5700 West WVC Owner, LLC, has submitted a zone change application (Z-8-2025) on property at 5750 West 2300 South to change the zoning from LI (Light Industrial) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

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

1. Certain industrial uses deemed more impactful are prohibited.
2. Prior to any use of the property, the appropriate approval must be obtained and all required improvements shall be installed.
3. Outside storage areas must be screened according to ordinance requirements.
4. All fencing must meet City standards.
5. The developer must dedicate 6-inches of right-of-way along the west side of 5700 West.
6. The developer must make certain improvements along the Property's 5700 West frontage.
7. The building must be built substantially like the building elevations in Exhibit C.

Recommendation:

The Planning Commission recommends approval to the City Council.

Department: Community Development

Submitted by: Steve Pastorik

Date: 12/15/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 5700 WEST WVC OWNER, LLC FOR APPROXIMATELY 6.56 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5750 WEST 2300 SOUTH.

WHEREAS, 5700 West WVC Owner, LLC (herein “Developer”) owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the “Project”); and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between 5700 West WVC Owner, LLC, a Utah limited liability company, (herein “Developer”) for the land to be included in or affected by the project located at approximately 5750 West 2300 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 6.56 acres of real property located at approximately 5750 West 2300 South in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

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

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

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

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided in this Agreement and Exhibits "B" and "C". This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

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

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

TO DEVELOPER:	5700 West WVC Owner, LLC Attn: Roman Groesbeck, General Counsel 166 East 14000 South, Suite 210 Draper, UT 84020
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

5700 West WVC Owner, LLC:

5700 West WVC Owner, LLC, a Utah limited liability company

By: Wadsworth 5700 West WVC, LLC, a Utah limited liability company

Its: Manager

By: Wadsworth & Sons, LLC, a Utah limited liability company

Its: Manager

By: _____

Name: Kip L. Wadsworth
Title: Executive Manager

State of _____)

:ss

County of _____)

On this _____ day of _____, in the year 202____, before me personally appeared, Kip L. Wadsworth, 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 Executive Manager, of Wadsworth & Sons, LLC, a Utah limited liability company, the Manager of Wadsworth 5700 West WVC, LLC, a Utah limited liability company, the Manager of 5700 West WVC Owner, LLC, a Utah limited liability company, and acknowledged to me that said entity executed the same .

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being part of 2300 South Street and Blocks 3-6, Haynes Addition Plat E recorded May 9, 1889 as Entry No. 5325 in the Office of the Salt Lake County Recorder. Said parcel is located in the Northeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in a monumented northerly UDOT right-of-way line of Anna Caroline Drive (2400 South Street) being the center of a 15.00-foot vacated alley in said Block 3, Haynes Addition Plat E, which is 825.18 feet N. 89°38'10" W. along the Section Line and 54.56 feet N. 00°28'26" E. from the East Quarter Corner of said Section 23, said East Quarter Corner being 43.12 feet N. 00°28'02" E. from a Salt Lake County standard flat brass 4" monument (Mon #14243022) at approximately 2410 South and 5600 West; thence along said monumented northerly UDOT right-of-way line the following two (2) courses: 1) N. 79°17'49" W. 276.25 feet to a UDOT right-of-way monument; 2) N. 31°29'32" W. 89.33 feet to a UDOT right-of-way monument marking a easterly right-of-way line of Mountain View Corridor having UDOT Project MP-0182(6); thence along said easterly right-of-way line the following three (3) courses: 1) N. 10°22'37" E. 716.13 feet to a UDOT right-of-way monument; 2) N. 12°32'25" E. 124.51 feet to a UDOT right-of-way monument; 3) N. 00°21'17" E. 22.94 feet; thence S. 89°44'46" E. 302.51 feet to and along a fence more or less to the westerly right-of-way line of Lester Street (5700 West Street); thence S. 00°28'26" W. 366.72 feet along said westerly right-of-way line to the northeasterly corner of a parcel of land described in that Ordinance No. 05-38 vacating a part of the southern portion of 2300 South in said Haynes Addition Plat E recorded September 28, 2005 as Entry No. 9504554 in the Office of said Recorder; thence N. 89°31'34" W. 132.50 feet to said center of a vacated 15.00-foot wide alley; thence S. 00°28'26" W. 609.45 feet along the center of said vacated 15.00-foot alley to the Point of Beginning.

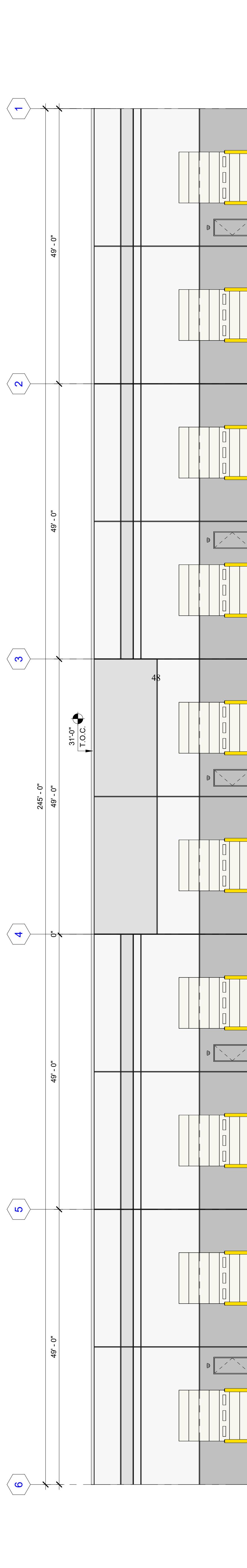
The above-described parcel contains 285,559 sq. ft. in area or 6.555 acres, more or less.

EXHIBIT B

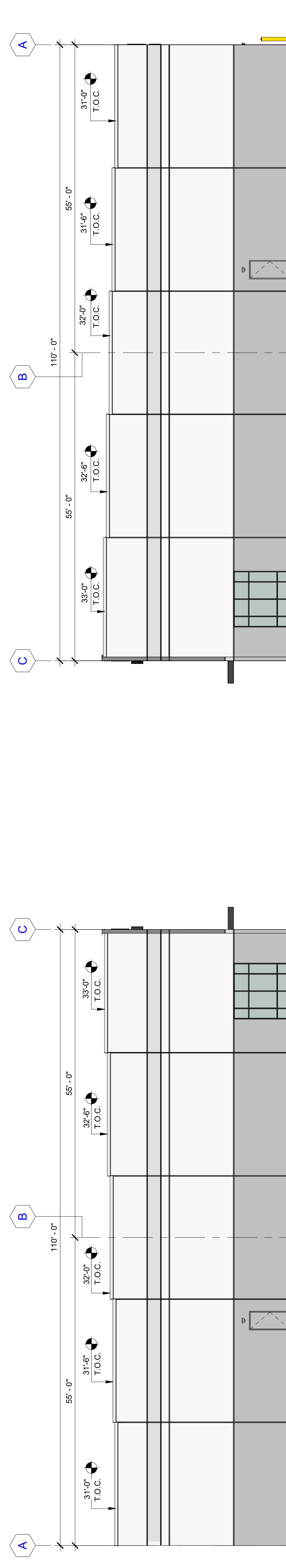
DEVELOPMENT STANDARDS

1. The following uses as they are defined in Section 7-1-103 of the West Valley City Zoning Ordinance shall be prohibited:
 - a. Agricultural Business or Industry
 - b. Commercial Raising, Rental, Stabling, Training and Grazing of Animals
 - c. Detention Facility/Jail
 - d. Incinerator
 - e. Heavy Industrial
 - f. Outdoor Kennel
 - g. Towing and Impound Yard
 - h. Vehicle Recycling Facility
2. Prior to any use of the property, all improvements required in this agreement and City ordinances shall be installed. If required, a conditional use permit shall be obtained for any non-by-right uses. A certificate of occupancy shall not be granted for the building on the north parcel until all of the on-site and off-site improvements are quired in this Agreement and City ordinances are completed.
3. All outside storage areas shall be screened in accordance with Section 7-7-119 of the West Valley City Zoning Ordinance.
4. All fencing shall meet the requirements in Section 7-2-114 of the West Valley City Zoning Ordinance.
5. The Developer shall dedicate 6-inches of right-of-way along the west side of 5700 West.
6. The Developer shall make the following improvements along the Property's 5700 West frontage:
 - a. remove the existing rolled curb and gutter;
 - b. install curb, gutter, sidewalk, streetlighting, and asphalt tie-in to the existing roadway; and
 - c. modify the existing drainage system as required by Public Works.
7. The building shall be built substantially like the building elevations in Exhibit C.

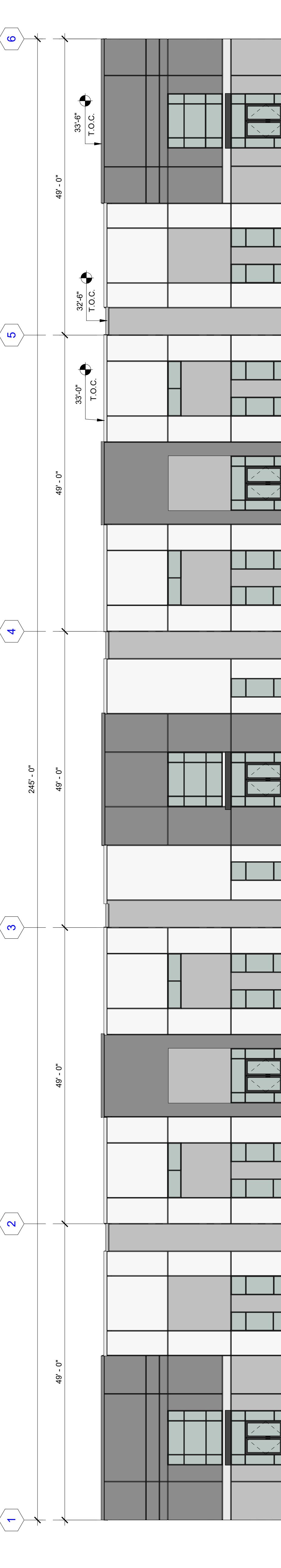
EXHIBIT C
BUILDING ELEVATIONS



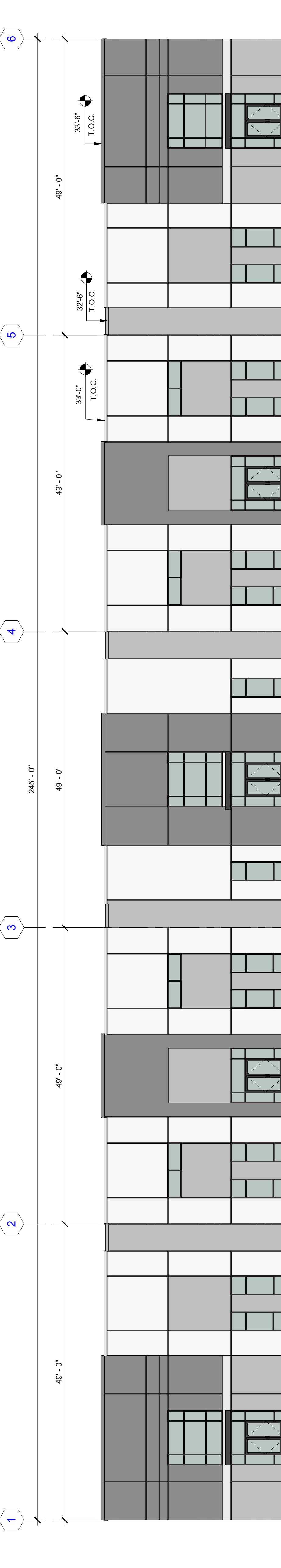
4 WEST ELEVATION
1-40



2 NORTH ELEVATION
1-40



3 SOUTH ELEVATION
1-40



4 EAST ELEVATION
1-40

1-40



October 7th, 2025

Planning and Zoning Division
West Valley City
3600 Constitution Boulevard
West Valley City, UT 84119

Re: Zoning Amendment Application

Dear Planning and Zoning Department and Commission Members,

On behalf of Wadsworth Development Group and our partner Kingbee Vans, we respectfully request a Zoning Map Amendment for the property located at approximately 2300 South and 5700 West. In accordance with the Zoning Amendment Application, please find our letter responses below:

1. **Current General Plan Classification:** Light Manufacturing
2. **Current Zoning Classification:** Light Industrial (LI)
3. **Requested Zoning Classification:** Manufacturing (M)
4. **Reason for Requested Change:** We are requesting this zoning amendment to support the development of a new headquarters for Kingbee Vans—a business already operating in West Valley City and seeking to expand and establish a long-term presence at this location. The proposed Manufacturing (M) zoning will provide the flexibility needed for their operations, which are not fully permitted under the current Light Industrial (LI) zoning. This includes light industrial shop space for the upfit of vans and light commercial vehicles within the facility, as well as secure outdoor parking for new vans stored on site.

In support of this request:

- **General Plan Consistency:** The proposal aligns with West Valley City's long-term goals of supporting economic development and strengthening employment centers.
- **Adjacent Land Uses:** While several nearby properties are currently underutilized or used for unmaintained storage and car yard functions, the proposed rezoning and development will represent a substantial improvement to the area. The Kingbee Vans headquarters will introduce a high-quality facility with consistent site maintenance and activity, setting a positive standard for redevelopment and helping elevate the overall character of the surrounding properties.



- **Population Served:** Kingbee Vans will continue to provide quality jobs and services to the community, with operations that reach customers across the country—further supporting the local economy.
- **Surrounding Survey Resolution:** This project presents an opportunity to resolve longstanding survey-related issues that have affected this and neighboring properties for years. The site includes a dead-ending City-owned right-of-way and parcel, as well as adjacent UDOT-owned surplus parcels with problematic boundary and survey discrepancies. Through this project, these issues can be formally corrected, resulting in a clear and accurate survey for the area.
- **Right-of-Way and City Parcel:** The existing right-of-way has functioned as a dead end since construction of the Mountain View Corridor and no longer serves the public. Based on preliminary discussions with City representatives, we propose that the City vacate the adjacent right-of-way and parcel as shown in our concept plan. This would be accomplished through a recorded plat approved by all parties. The benefits of this approach include removing unnecessary maintenance obligations from the City, resolving survey discrepancies, and placing an unutilized right-of-way into productive use.
- **Public Facilities:** All necessary utilities (water, sewer, stormwater, etc.) are available to serve the project, and no adverse impacts on public services are expected.
- **Appropriate Site Use:** The requested zoning allows a productive and efficient use of the site, consistent with the surrounding industrial context and the City's vision for economic vitality.

5. **Estimated Development Schedule:** The project is anticipated to be completed within approximately **18 months**.

We appreciate your consideration of this request and look forward to working with staff and the Planning Commission throughout the review process.

Sincerely,

Leo Betz

Development Director

Wadsworth Development Group

Z-8-2025
Wadsworth Development Group
5750 West 2300 South
Zone change from LI to M, 6.4 acres

Wadsworth Development Group has submitted a zone change on 6 parcels totaling 6.4 acres at 5750 West 2300 South from LI (Light Industrial) to M (Manufacturing). The subject property is designated as Light Manufacturing in the West Valley City General Plan. The property is vacant and includes City right-of-way for 2300 South that the applicant will request be vacated.

Zoning on the surrounding property includes LI to the south, east, and west and M to the north. Neighboring uses include an approved truck repair facility that is under construction to the north; Mountain View Corridor to the west; the 2400 South overpass over Mountain View Corridor and vacant property to the south; and D. Hansen Autowrecking, a storage lot, and vacant property to the east.

The City's Commercial and Manufacturing Zones use table is included with this report for reference so the Commission can see the difference between uses allowed in both the LI and M zones.

Development Proposal

The applicant is proposing to develop a new headquarters for Kingbee Vans on the subject site. This would include shop space for the upfit of vans and light commercial vehicles within the facility as well as secure outdoor parking for new vans stored on-site. Included with the concept plan are elevations of the proposed building.

There are three reasons the applicant is requesting this zone change. The first is to allow outside storage of new vans on the site. The LI zone prohibits outside storage while the M zone allows it. The second reason for the zone change is to allow auto service use as the primary use, which in this case is vehicle upfitting. The LI zone includes the following provision: "Automobile Service shall only be allowed as a Use that is incidental to a Permitted or Conditional Use". The third reason for the zone change is the LI zone prohibits overhead doors from facing High-Image Arterial Streets. The plans for the building on the north parcel include overhead doors on the west side of the building that face Mountain View Corridor, which is a High-Image Arterial Street.

If this rezone is approved, a conditional use permit will be required for the outside storage. The ordinance requires outside storage uses to be screened from public view through fencing, landscaping, building placement, topography, berthing, or other methods as determined by the Planning Commission. For High-Image Arterial Streets like Mountain View Corridor, the ordinance requires screening of outside storage by means of a building or a 6' tall, precast concrete wall meeting certain specifications. For the property to the north, the Planning Commission did require the masonry wall along

the west property line even though Mountain View Corridor is elevated due to the trail that parallels Mountain View Corridor.

Area History

A brief history of the surrounding area between 5800 West and 5600 West and from 2200 South to 2400 South (about 46 acres), which has been referred to as the salvage yards, is helpful background information.

- Early 1960's: Development began within the area with some unpaved roads and salvage yards.
- 1980: By the time of the City's incorporation in 1980, the area was occupied mostly by salvage yard businesses. The zoning in the area at the time was M-2, which was a zone for heavy industrial uses. The City also had a M-1 zone in 1980 for light industrial uses.
- 1984: The City's first General Plan designated the area as light industrial.
- 1986: The City consolidated the M-1 and M-2 zones into the M zone.
- 1999: The City's General Plan included the goal of relocating or replacing the salvage yards from this gateway location.
- 2001: The City created the 5600 W Gateway Redevelopment Area to provide incentives for redevelopment within the area.
- 2004: The City formed a special improvement district (SID) to install utilities and road improvements in the area.
- 2015: UDOT began to acquire land for the Mountain View Corridor which ultimately consumed about 22 acres of the 46 acres. UDOT will eventually sell about 5.5 acres of the 22 acres acquired that were not needed for the Mountain View Corridor project.
- 2015: The City passed a moratorium or temporary land use regulation on all land use applications to reevaluate zoning in the area.
- 2016: The City created the LI (Light Industrial) zone and rezoned the area from the M zone to the new LI zone.
- 2021: Mountain View Corridor was completed in this area.
- 2024: The City Council approved two zone changes from LI to M. The first in February was for 2.2 acres located at 2256 and 2260 South 5700 West. The second in April was for 3.7 acres at 2272 and 2296 South 5600 West. Both approvals were made subject to development agreements that included use limitations, specific design requirements for buildings to be remodeled, fencing standards, and other requirements.

Improvements

The subject property has frontage on 5700 West. The following improvements are needed along this street to be consistent with the property to the north:

- dedication of 6-inches of right-of-way along 5700 West for the 33' half width (5700 West is designated as a 66' right-of-way on the City's Major Street Plan);
- removal of the existing rolled curb and gutter along the frontage;
- installation of curb, gutter, sidewalk, streetlighting, and asphalt tie into the

- existing roadway; and
- modification to the existing drainage system as required by Public Works.

Development Agreement

As described in the area history above, significant progress has been made in transitioning this area from mostly salvage yards to either vacant property awaiting development or light industrial uses. If the Planning Commission is supportive of a zone change to the M zone here, staff is concerned about the possibility of a future use that would be counter to the transitions occurring in the area.

Given this concern as well as other items addressed in this report, staff is recommending that the following items be addressed in a development agreement:

- The following uses shall be prohibited:
 - Agricultural Business or Industry
 - Commercial Raising, Rental, Stabling, Training and Grazing of Animals
 - Detention Facility/Jail
 - Incinerator
 - Heavy Industrial
 - Outdoor Kennel
 - Towing and Impound Yard
 - Vehicle Recycling Facility
- Prior to any use of the property, a conditional use permit shall be obtained and all required improvements shall be installed. A certificate of occupancy shall not be granted for the building on the north parcel until all of the on-site and off-site improvements required in this agreement and City ordinances are completed.
- All outside storage areas shall be screened in accordance with Section 7-7-119 of the West Valley City Zoning Ordinance.
- All fencing shall meet the requirements in Section 7-2-114 of the West Valley City Zoning Ordinance.
- The improvements listed in the improvements section of this report be made.
- The building shall be built substantially like the elevations provided by the applicant.

Staff Alternatives:

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

Discussion: Steve Pastorik presented. Commissioner Durfee asked for clarification on the reason for the rezone. Steve listed the three reasons: to allow outside storage, auto service, and overhead doors facing Mountain View Corridor. The applicant, Leo Betz,

was present and noted that there are a lot of survey issues in this area that have been around for 100 years. He's hopeful that as part of this project, they can work together to clean all that up. Commissioner Winters asked the applicant if he has any issues with the development agreement to which he said he doesn't and that they are all reasonable requests.

Motion: Commissioner Woodruff motioned to approve Z-8-2025 subject to the development agreement. Commissioner Porter seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—Z-8-2025—APPROVED

7-6-301. COMMERCIAL AND MANUFACTURING USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Commercial, Manufacturing, and overlay Zones of the City. (PC) means a Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone and conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone. Certain Uses may have additional restrictions or requirements as set forth in this Title. Where Uses are marked with an asterisk, additional regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Commercial and Manufacturing Zones of the City. Applications to include new or unlisted uses may be made pursuant to Section [7-2-128](#).

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	X	X	X
Agriculture	P	P	P	P	P	P	P	P			
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P			
Assisted Living Facility	X	P*	P*	P	P	P	X	X			
Automobile Parts Store	X	P*	X	P	P	P	X	P			X*
Automobile Sales, New	X	X	X	X	P	P	P	P	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	X	X	X
Blood Plasma Center*	X	X	X	X	P	P	X	X	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	P	X	P	X	P	P	X	P			
Bus Terminal*	X	X	X	X	X	PC	P	PC			

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Cannabis Production Establishment*	X	X	X	X	X	X	X	P	X	X	X
Caretaker's Dwelling	P	P	P	P	P	P	P	P			
Cargo Container*	P	X	X	X	P	P	P	P	X	X	X
Commercial Raising, Rental, Stabling, Training and Grazing of Animals*	X	X	X	X	X	X	X	PC			
Commissary	X	X	X	X	X	X	X	PC			
Community Use	P	P*	P	P	P	P	P	P			
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	X	*	
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P			
Detention Facility/Jail*	X	X	X	X	X	X	X	C		X	X
Equestrian School	X	X	X	X	X	X	X	PC			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC			
Event Center, Indoor*	P	P*	X	X	PC	PC	P	PC			
Event Center, Outdoor*	X	X	X	X	X	X	C	C			
Fast Food Establishment with Drive-Up Window*	P	P*	X	X	P	P	X	P	X	*	*
Fast Food Establishment with No Drive-Up Window	P	P*	P*	P	P	P	X	P	*	*	

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Financial Institution	P	P*	P*	P	P	P	X	P			
Fitness Center	P	P*	X	P	P	P	P	P			
Food Vending Unit* and Mobile Food Vending Vehicle*	P	X	P*	X	P	P	X	P			
Fuel Sales Including Gasoline, Diesel, Propane and Other Similar Fuels	X	P*	X	PC	PC	PC	P	PC	X	*	
Furniture Store	X	P	X	P	P	P	X	P			
Garden Center* or Garden Center* with an Indoor Event Center* as an Accessory Use	X	P	X	C	P	P	X	P			
Grocery Store	X	P*	X	PC	PC	PC	X	PC			
Gun Range, Indoor	P	P	X	X	P	P	P	P			
Hardware Store	X	P*	X	P	P	P	X	P	X		
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC		X	X*
Heavy Truck and Trailer Service	X	X	X	X	X	X	C*	PC		X	X*
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	X		
Home Occupation*	X	P	P	X	X	X	X	X			

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Hospital	X	X	P*	X	PC	X	X	X			
Incinerator	X	X	X	X	X	X	X	X			
Industrial, Light	P*	X	X	X	X	C	P	PC			
Industrial, Heavy	X	X	X	X	X	X	X	C		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC			
Instructional Facility	P	P*	X	P	P	PC	P	PC			
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC			
Kennel, Outdoor*	X	X	X	X	X	X	X	C			
Laundromat	X	P	X	P	P	P	X	P			
Lingerie Store	X	P	X	X	P	P	X	P	X	X	X
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC			
Manufacturer of Alcoholic Products	X	X	X	X	X	X	C	C			
Massage Establishment	X	X	X	X	P	P	X	P			
Medical Cannabis Pharmacy*	P	P	P	P	P	P	P	P			
Mortuary	X	P	X	P	P	P	X	P			
Movie Theater	X	P*	X	X	P	P	X	P			
Moving Truck Rental Business	X	X	X	X	C	C	X	PC			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P			
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P			
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P			

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Nursing Home/Convalescent Center	X	P*	P*	P	P	P	X	X			
Off-Premises Beer Retailer	X	P*	P	P	P	P	C*	P			
Office, Medical and Dental	P	P*	P*	P	P	P	X	P*			
Office, Professional	P	P*	P	P	P	P	P	P			
Outdoor Waste Management Facility	X	X	X	X	X	X	X	X			
Outside Display of Merchandise*	X	X	P*	X	P	P	X	P			
Outside Storage*	X	X	X	X	X	X	X	C		*	
Parking Lot, Commercial	P	P	X	X	P	P	P	P			
Parking Structure	P	P*	P*	X	P	P	P	P			
Permanent Cosmetic Establishment*	X	P*	P*	P	P	P	X	P			
Public Utility Installation (except lines and rights-of-way)	P	C*	P	C	C	C	P	PC			
Radio and Television Transmission Antennas, Transmitting Stations and Related Facilities*	X	X	X	X	X	X	P	P			
Recreation, Indoor	X	P*	X	P	P	P	P	P			
Recreation, Outdoor*	X	P*	X	X	PC	PC	X	PC			

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Recreational Facility Beer Retailer*	X	P	X	X	P	P	P	P			
Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	X	X	X	X	PC	PC	P	PC	X		
Rental Store	X	X	X	X	P	P	X	P			
Residential	X	P*	P*	X	X	X	X	X			
Restaurant*, Restaurant On- Premises Beer Retailer*, Restaurant Liquor Retailer	P	P*	P*	P	P	P	X	P			
Retail Department or Specialty Store	X	P*	P*	P	P	P	X	P			
Retail Tobacco Specialty Business*	X	X	X	X	P	P	X	P			
Sanitary Landfill	X	X	X	X	X	X	X	X			
Secondhand Precious Metal Dealer/ Processor and/or Precious Gem Dealer	X	P*	X	P	P	P	X	P			
Secondhand Store	X	P*	X	P	P	P	X	P			
Self-Storage Facility*	X	X	X	X	X	X	X	PC	X	X	X
Sexually Oriented Business*	X	X	X	X	X	X	X	P	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C			
State Store/Package Agency*	X	X	X	X	P	P	X	P			

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)										
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	JROZ	BHOZ	56WOZ
Swap Meet, Indoor	X	X	X	X	X	X	X	X			
Swap Meet, Outdoor	X	X	X	X	X	X	X	X			
Tobacco Oriented Business*	X	X	X	X	X	X	X	P			
Tattoo Establishment	P	P	P	P	P	P	P	P	X	X	X
Tavern*		X	X	X	X	X	X	X			
Taxicab Business	X	X	X	X	P	P	P	P			
Temporary Nonresidential Building	P	P	X	P	P	P	P	P			
Temporary Land Use	P	P	X	P	P	P	P	P			
Towing and Impound Yard*	X	X	X	X	X	X	X	PC		X	X
Truck Transfer Company	X	X	X	X	X	X	C	C			
Turf Farm Equipment Manufacturing*	X	X	X	X	X	X	X	PC			
Uses Customarily Accessory to a Listed Conditional Use	P	P	P	P	P	P	P	P			
Uses Customarily Accessory to a Listed Permitted Use	P	P	P	P	P	P	P	P			
Vehicle Recycling Facility*	X	X	X	X	X	X	X	PC		X	X
Vehicle Storage Yard*	X	X	X	X	X	X	X	C		X	X
Veterinary Hospital*	P	P*	P*	P	P	P	P	P			
Warehouse	P*	X	X	X	C*	C	P	PC	X		

X: Use is prohibited in the zone.

X*: Use is prohibited in portions of the applicable overlay zone.

C: Use is conditional.

C*: Use is conditional and includes zone-specific regulations.

P: Use is permitted.

P*: Use is permitted and includes zone-specific regulations.

PC: Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone. Use is conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

*****: Use includes overlay zone-specific regulations.

(Ord. No. 18-13 Amended 05/08/2018; Ord. No. 18-38 Amended 10/02/2018; Ord. No. 18-42 Amended 11/13/2018; Ord. No. 19-03 Amended 02/05/2019; Ord. No. 19-10 Amended 04/16/2019; Ord. No. 20-44 Amended 10/13/2020; Ord. No. 22-32 Amended 08/23/2022; Ord. No. 23-05 Amended 01/24/2023; Ord. No. 24-06 Amended 02/20/2024; Ord. No. 24-44 Amended 11/12/2024; Ord. No. 24-47 Amended 11/26/2024; Ord. No. 25-21 Amended 08/12/2025; Ord. No. 25-22 Amended 08/12/2025)

The West Valley City Municipal Code is current through Ordinance 25-22, passed August 12, 2025.

Disclaimer: The city recorder's office has the official version of the West Valley City Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.wvc-ut.gov](http://www.wvc-ut.gov)

[City Telephone: \(801\) 966-3600](tel:(801)966-3600)

[Hosted by General Code.](#)

Z-8-2025

- Applicant: Wadsworth Development Group
- Request: A zone change from Light Industrial to Manufacturing.
- Location: 5750 West 2300 South on 6.56 acres.
- Staff: Steve Pastorik

Z-8-2025

5750 West 2300 South



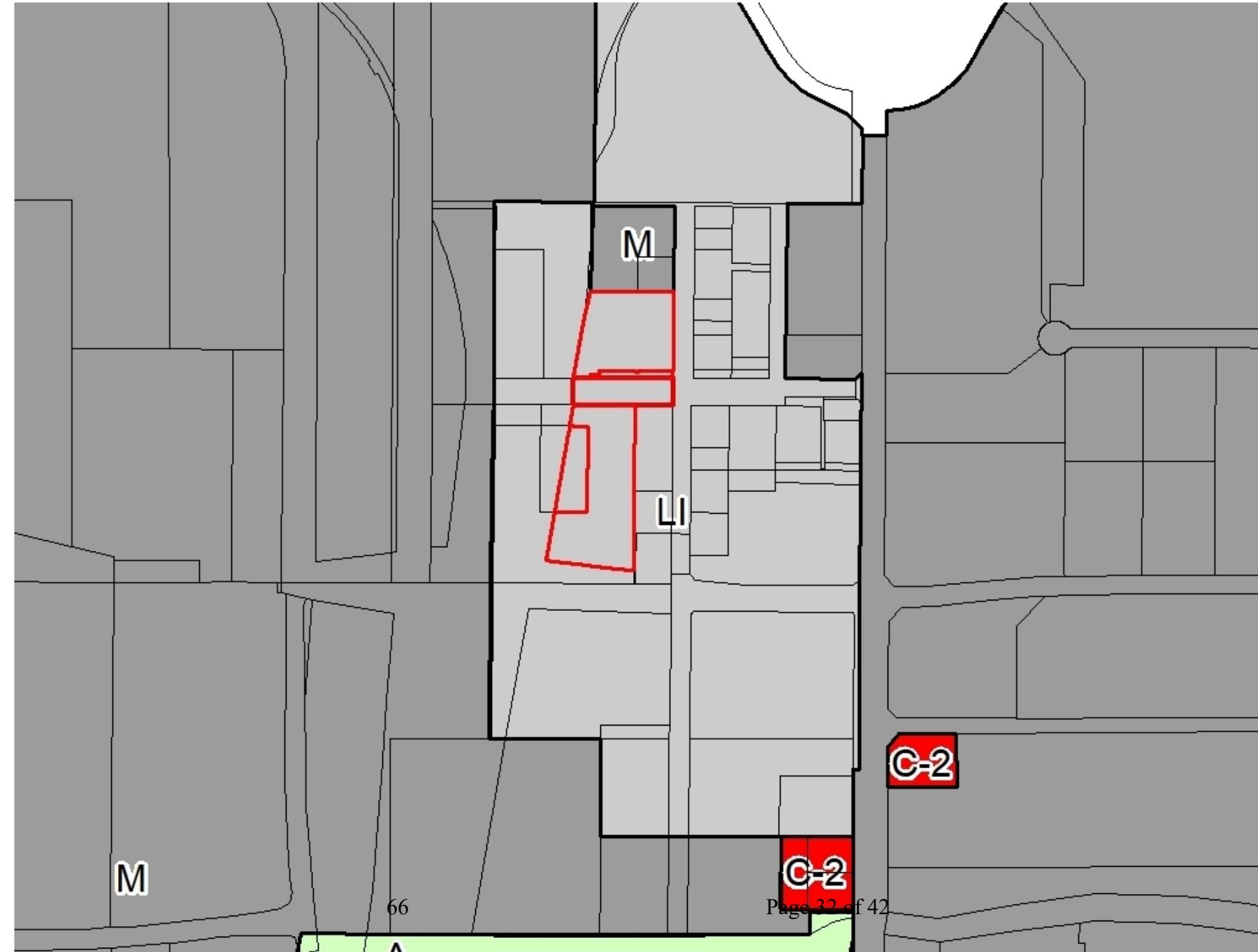
Z-8-2025

5750 West 2300 South

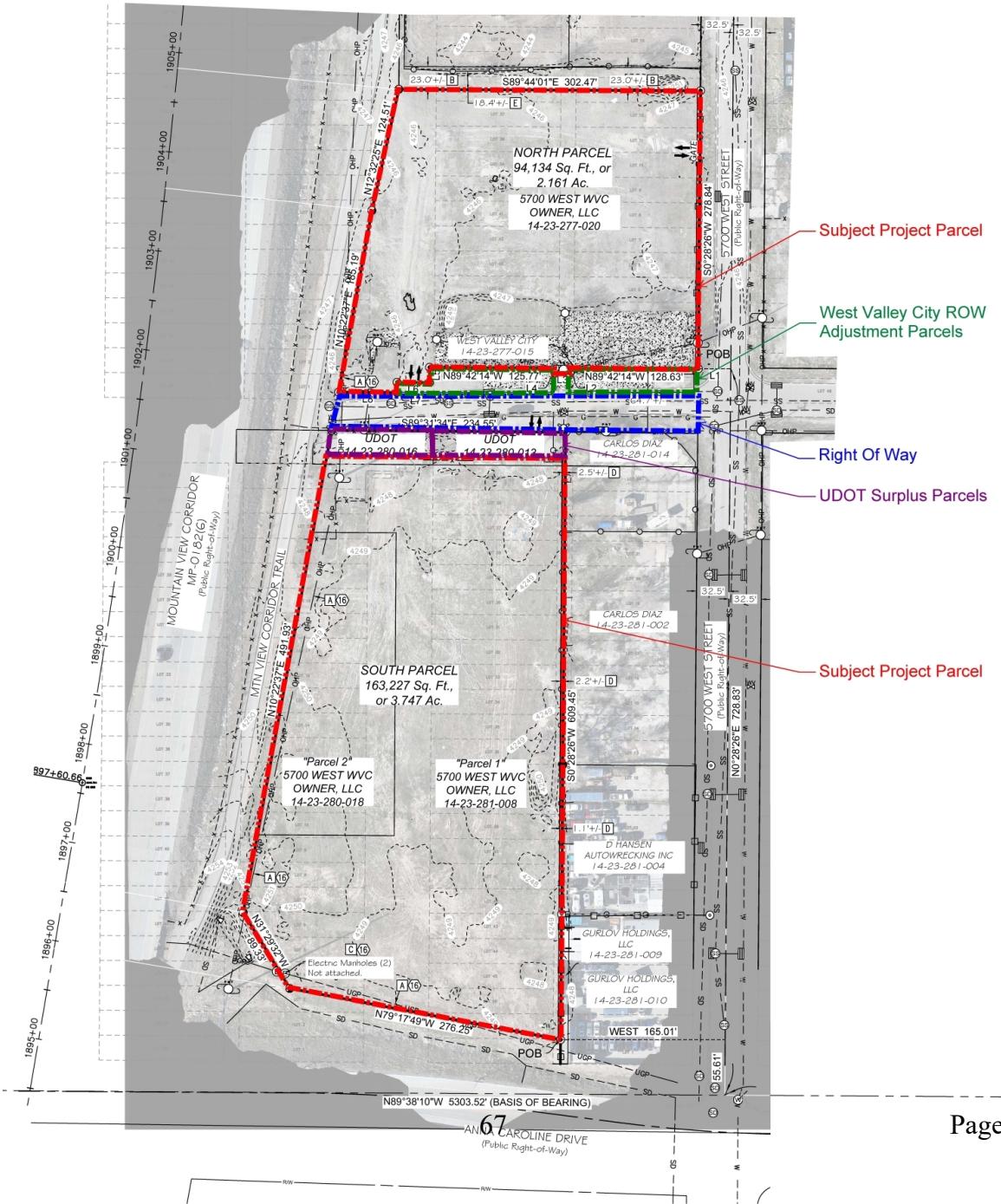


Z-8-2025

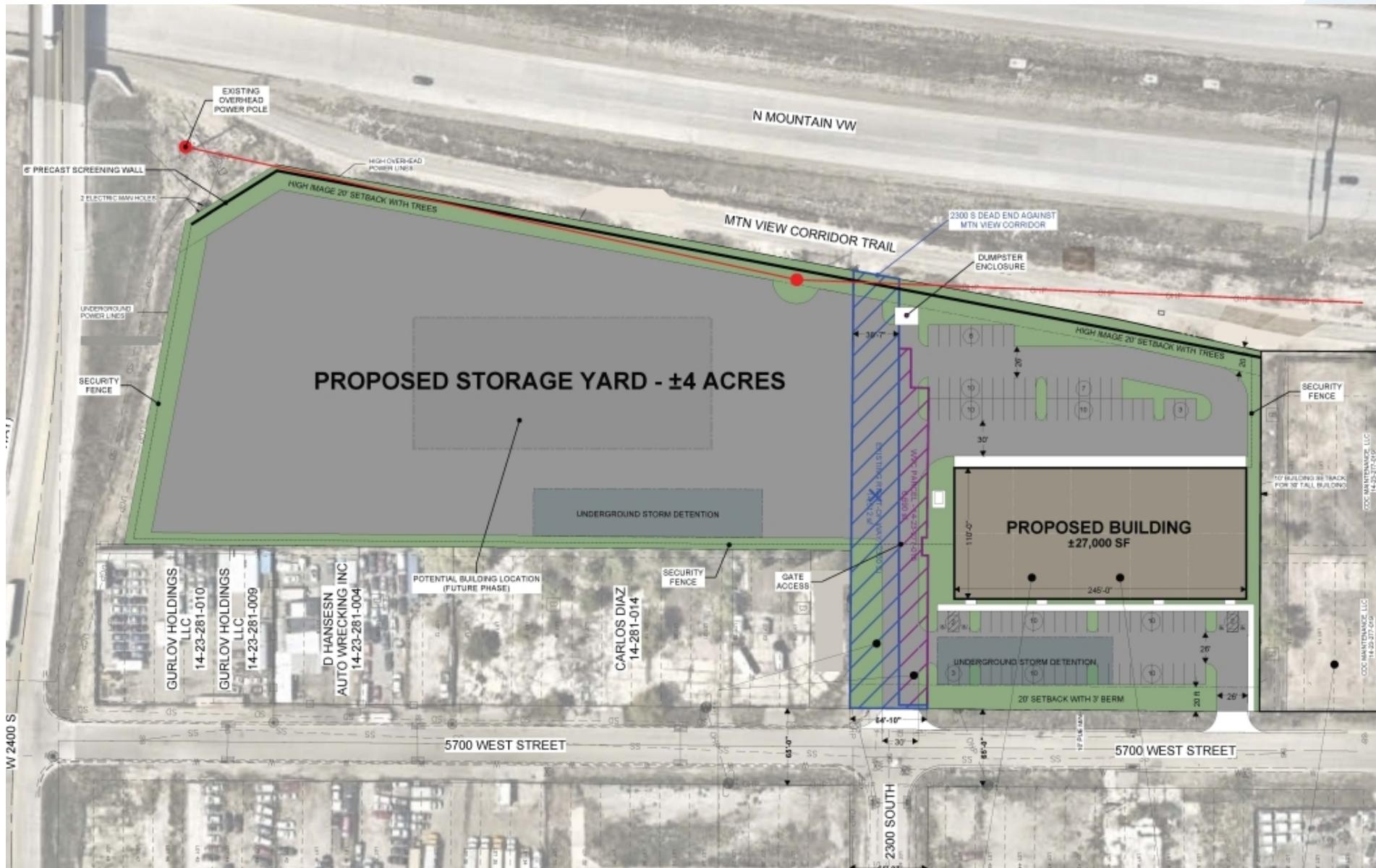
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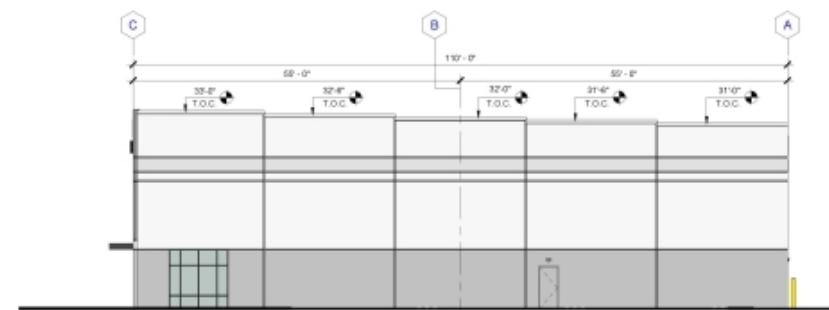
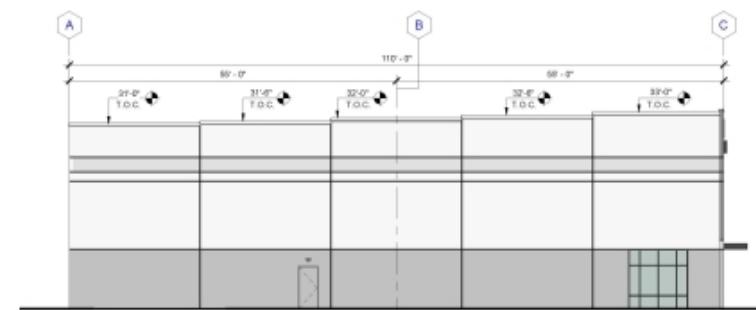
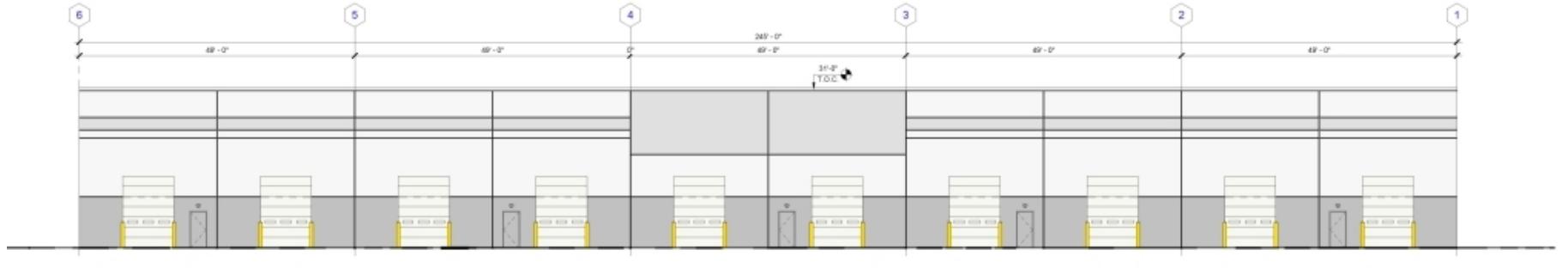
Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Z-8-2025



Description: Z-9-2025

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

Application: #Z-9-2025

Applicant: Cal Johnson

Location: 5459, 5477, and 5491 W 4100 S

Size: 5.71 acres

Summary:

Zone change from A (Agriculture) to C-2 (General Commercial)

Background:

If this application is approved, the owner of the property, Corey Rushton, would like to build a commercial development that includes a mix of medical office, general office, retail, restaurant, and fast-food uses within a total of 33,687 square feet of buildings.

The concept plan includes a small commercial building in the northeast corner of the site that would likely be a fast food establishment as well as an office building to the southeast. Given the adjoining A zone and homes to the east and R-1-7 and homes to the south, the ordinance requires (see Section 7-6-303) a 6-foot-tall masonry wall to be constructed along the south and east sides of the subject property. In addition to the wall, the ordinance requires 10' of landscaping with one tree with a minimum 1.5-inch caliper per 300 square feet of landscaping plus 4 shrubs with a minimum size of 1 gallon per tree. The ordinance also requires (see Section 7-7-111) the order board, speakers, and pick-up window for fast food establishments to be located at least 50 feet from the nearest residential property line.

The applicant requested exceptions to the wall and 50 foot separation requirement given that the adjoining properties to the east are designated as General Commercial in the City's General Plan. The Planning Commission did not recommend granting these exceptions.

Recommendation:

The Planning Commission recommended approval subject to a development agreement that requires a traffic impact study as requested by Public Works.

Department: Community Development
 Submitted by: Steve Pastorik, Director
 Date: 12/31/2025



WEST VALLEY CITY, UTAH

Draft Date: 12/31/2025

Date Adopted: _____

Effective Date: _____

**AN ORDINANCE AMENDING THE ZONING MAP TO
SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED
AT 5459, 5477, AND 5491 WEST 4100 SOUTH FROM A
(AGRICULTURE) TO C-2 (GENERAL COMMERCIAL).**

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-9-2025, filed by Cal Johnson and located at 5459, 5477, and 5491 West 4100 South, is hereby reclassified from A (Agriculture) to C-2 (General Commercial), said property being more particularly described as follows:

Parcel #s: 20-01-101-042, 20-01-101-032, 20-01-101-007, and 20-01-101-033

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

48 **DATED this _____ day of _____, 2026.**
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50
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56

WEST VALLEY CITY

MAYOR

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



West Valley City Issue Paper

City Council Review

Description: Development Agreement with Elva Rupp Rushton Properties, LLC and A Laurence & Elva J Family Partnership

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

A resolution authorizing the City to enter into a development agreement with Elva Rupp Rushton Properties, LLC and A Laurence & Elva J Family Partnership.

Summary:

This resolution authorizes a development agreement between the City and Elva Rupp Rushton Properties, LLC and A Laurence & Elva J Family Partnership to require a traffic impact study for a commercial development at 5459, 5477, and 5491 West 4100 South.

Background:

Cal Johnson with Legend Engineering, representing the property owner Corey Rushton, has submitted a zone change application (Z-9-2025) on property at 5459, 5477, and 5491 West 4100 South to change the zoning from A (Agriculture, minimum lot size ½ acre) to C-2 (General Commercial). The Planning Commission recommended approval of the zone change subject to a development agreement that requires a traffic impact study as requested by the Public Works Department.

Recommendation:

The Planning Commission recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 12/31/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ELVA RUPP RUSHTON PROPERTIES, LLC AND A LAURENCE & ELVA J FAMILY PARTNERSHIP FOR APPROXIMATELY 5.71 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5459, 5477, AND 5491 WEST 4100 SOUTH.

WHEREAS, Elva Rupp Rushton Properties, LLC and A Laurence & Elva J Family Partnership (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Elva Rupp Rushton Properties, LLC, a Utah limited liability company, and A Laurence and Elva J Family Partnership (herein “Developer”) for the land to be included in or affected by the project located at approximately 5459, 5477, and 5491 West 4100 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 5.71 acres of real property located at approximately 5459, 5477, and 5491 West 4100 South in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new commercial development (the “Project”); and

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

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

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

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

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

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

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

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

TO DEVELOPER:

Corey Rushton
4441 South 5400 West
West Valley City, UT 84120

TO CITY:

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

WITH A COPY TO:

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

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

**ELVA RUPP RUSHTON PROPERTIES,
LLC**

By: _____

Its: _____

State of _____) :ss

County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____ of Elva Rupp Rushton Properties, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

Notary Public

**A LAURENCE & ELVA J FAMILY
PARTNERSHIP**

By: _____

Its: _____

State of _____)

:ss

County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____ of A Laurence & Elva J Family Partnership, a Utah partnership, and that said document was signed by him or her in behalf of said partnership by authority of its partners or partnership agreement, and he or she acknowledged to me that said entity executed the same.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Parcel #: 20-01-101-042

BEG E 535.80 FT & S 76.77 FT FR NW COR SEC 1 T2S, R2W, SLM; NE'LY ALG 1130 FT RADIUS CURVE TO L, 111.65 FT (CHD N 85°06'50" E); S 427.86 FT; N 59°57'21" W 128.46 FT; N 354.04 FT TO BEG.

Parcel #: 20-01-101-032

BEG E 647 FT & S 40 FT FR NW COR OF SEC 1, T2S, R2W, SLM; E 235 FT; S 272 FT; W 229 FT; S 186.6 FT; N 59° W 6 FT; N 455 FT TO BEG. LESS & EXCEPT BEG E 647 FT & S 40 FT FR NW COR SEC 1, T2S, R2W, SLM; E 335 FT; S 2.00 FT; S 88°38'14" W 136.41 FT; W'LY ALG 1050 FT RADIUS CURVE L 156.71 FT (CHD S 84°21'42" W 156.56 FT); W'LY ALG 1130 FT RADIUS CURVE R 43.33 FT (CHD S 81°11'05" W 43.33 FT); N 27.27 FT TO BEG.

Parcel #: 20-01-101-007

COM 653 FT E & 312 FT S FR NW COR SEC 1 T 2S R 2W SL MER E 229 FT S 316 FT M OR L TO CEN OF UTAH & SL CANAL NW'LY ALG CEN SD CANAL TO A PT DUE S OF BEG; N 186.6 FT TO BEG.

Parcel #: 20-01-101-033

BEG E 882 FT & S 40 FT FR NW COR SEC 1, T2S, R2W, SLM; S 588FT TO CEN UTAH & SALT LAKE CANAL; S 62°03'25" E 104.14 FT M OR L; N 73.4 FT; NE'LY 109.02 FT M OR L TO PT E 1077.45 FT & S 569 FT FR SD NW COR; N 256.7 FT; W 95.45 FT; N 272 FT; W 100 FT TO BEG. LESS & EXCEPT BEG E 647 FT & S 40 FT FR NW COR SEC 1, T2S, R2W, SLM; E 335 FT; S 2.00 FT; S 88°38'14" W136.41 FT; W'LY ALG 1050 FT RADIUS CURVE L 156.71 FT (CHD S 84°21'42" W 156.56 FT); W'LY ALG 1130 FT RADIUS CURVE R 43.33 FT (CHD S 81°11'05" W 43.33 FT); N 27.27 FT TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

The Developer shall submit a traffic impact study together with the conditional use application for the Project.



Re: Zoning Map Amendment Request – Agricultural (A) to Commercial (C-2)

October 31, 2025

West Valley City Community Development Department
Planning and Zoning Division
3600 South Constitution Boulevard, Suite 220
West Valley City, Utah 84119

Dear Planning and Zoning Commission:

Legend Engineering, acting as agent for Rushton Farms, respectfully submits this request for a zoning map amendment for the subject property located near 4100 South, West Valley City, Utah. In accordance with the City's application requirements, this letter addresses the five requested items as follows:

1. Current General Plan Classification

The property is designated General Commercial in the West Valley City General Plan.

2. Current Zoning Classification

The property is currently zoned Agricultural (A).

3. Requested Zoning Classification

The applicant requests a change to Commercial (C-2) to allow a mix of neighborhood-scale commercial and professional uses consistent with the General Plan.

4. Justification for the Requested Change

The proposed C-2 zoning aligns directly with the City's General Commercial designation and supports the orderly transition of land use along the 4100 South corridor. The site is bordered by established commercial use (Walgreens) to the west, and residential neighborhoods to the north, east, and south. A canal corridor provides a natural buffer along the southern boundary, enhancing compatibility with adjacent homes.

The envisioned development includes a mix of medical office, general office, retail, restaurant, and fast-food uses. These uses will provide accessible neighborhood services, expand local employment opportunities, and strengthen the commercial node.

The property is already served by existing water, sewer, and storm drain infrastructure, minimizing public cost and ensuring efficient development. The project will also include improved internal circulation and shared access to reduce driveways along 4100 South, contributing to better traffic safety and flow.

5. Estimated Development Schedule

The applicant anticipates submitting detailed site and building plans during Fall 2025, beginning construction in Summer 2026, and completing Phase I by the end of 2026.

6. Code Exceptions Sought

The applicant is seeking a development agreement for relief from section 7-6-303.(5) and 7-7-111.(2) of the West Valley City Municipal Code, specifically for the eastern portion of the proposed development. The existing adjacent uses are residential/agricultural, which would require construction of a six foot tall masonry wall and prohibit a drive-up window in this area. However, it is anticipated that the adjacent uses will become commercial in the near future, at which point the wall and buffer as required by 7-6-303.(5) and 7-7-111.(2) would no longer be applicable. Accordingly, the applicant requests relief from these provisions in recognition of the temporary nature of the current adjacent uses and in favor of mitigating conditions for the interim period.

We appreciate the City's consideration of this request and believe the proposed zoning change represents a logical step toward implementing the community's adopted land-use vision.

Cal Johnson
Legend Engineering
cal@legendengineering.com
(435) 654-4828

Z-9-2025

Cal Johnson

5459, 5477, and 5491 West 4100 South

Zone change from A to C-2, 5.71 acres

Cal Johnson with Legend Engineering has submitted a zone change application for four parcels totaling 5.71 acres located at 5459, 5477, and 5491 West 4100 South. The property is currently zoned A (Agriculture, minimum lot size $\frac{1}{2}$ acre) with a General Plan designation of General Commercial. The proposed zone is C-2 (General Commercial).

Surrounding zoning includes C-1 (Neighborhood Commercial) to the west, R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the north, A to the east, and R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) to the south.

Surrounding land uses include single unit dwellings to the north, east, and south and vacant property to the west that has been approved for a new credit union. Aside from a barn on the easternmost parcel, the property is vacant.

Development Proposal

If this application is approved, the owner of the property, Corey Rushton, would like to build a commercial development that includes a mix of medical office, general office, retail, restaurant, and fast-food uses within a total of 33,687 square feet of buildings. A concept plan is included with this report. Also included is a letter from the applicant providing support for this application.

Development Agreement

The concept plan includes a small commercial building in the northeast corner of the site that would likely be a fast food establishment as well as an office building to the southeast. Given the adjoining A zone and homes to the east and R-1-7 and homes to the south, the ordinance requires (see Section [7-6-303](#)) a 6-foot-tall masonry wall to be constructed along the south and east sides of the subject property. In addition to the wall, the ordinance requires 10' of landscaping with one tree with a minimum 1.5-inch caliper per 300 square feet of landscaping plus 4 shrubs with a minimum size of 1 gallon per tree. The ordinance also requires (see Section [7-7-111](#)) the order board, speakers, and pick-up window for fast food establishments to be located at least 50 feet from the nearest residential property line.

The applicant is requesting an exception to the wall requirement along the east side of the property because the property to the east is designated as General Commercial in the City's General Plan. Subsection 5 of Section [7-6-303](#) of the City's zoning ordinance states: "When future Commercial Use of the neighboring residential or agricultural property is recommended in the General Plan, a waiver or substitution for the wall requirement may be approved by the Planning Commission for Conditional Uses or the Zoning Administrator for Permitted Uses."

The applicant is also requesting an exception from the 50-foot separation between the order board, speakers, and pick-up window for a fast food establishment from the nearest residential property line. Based on the concept plan, the order board is 25 feet from the east property line.

In exchange for these exceptions, the applicant is proposing to enhance the required landscaping adjacent to the Vaccaro property, which is the property directly east and furthest to the north. The landscaping would be enhanced in the following ways: the tree caliper would be increased from 1.5-inch to 2-inches, the number of shrubs would be increased from 4 per tree to 10 per tree, and the minimum shrub size would be increased from 1 gallon to 3 gallon.

The Planning Commission has discretion as to whether these requested exceptions will be granted. In staff's view, items for the Planning Commission to consider when making this decision include: the distance of the homes to the east from the east property line of the subject property, the disposition of at least the closest homeowner to the east, and the quality of the landscaping enhancement proposed by the applicant. For reference, there are four homes on the properties to the east. Moving from north to south, the distances of the homes from the east property line of the subject property are approximately 10 feet, 235 feet, 125 feet, and 25 feet. Only the two homes to the north adjoin the proposed drive through use. The two homes to the south adjoin parking.

Given the proximity of the property to the intersection at 5600 West and 4100 South and the proposed uses, Public Works has requested a traffic impact study. Staff recommends that this be addressed in the development agreement.

Staff Alternatives:

1. Approval Option 1 (This option assumes the Vaccaro household to the east is comfortable without the wall.): This application should be approved subject to a development agreement that requires the enhanced landscaping proposed by the applicant and a traffic impact study as requested by Public Works.
2. Approval Option 2 (This option assumes the Vaccaro household to the east wants the wall.): This application should be approved subject to a development agreement that requires the enhanced landscaping proposed by the applicant, a 6-foot-tall masonry wall adjacent to the Vaccaro property, and a traffic impact study as requested by Public Works.
3. Approval Option 3 (This options grants no code exceptions.): This application should be approved subject to a development agreement that requires a traffic impact study as requested by Public Works.
4. Continuance. This application should be continued for reasons determined during the public hearing.

Discussion: Commissioner Porter recused himself from this application. Steve Pastorik presented. Commissioner Matagi asked if there is going to be a median that prevents left turns. Steve replied that Public Works is asking the applicant to conduct a traffic study if this application is approved. Commissioner Durfee asked for clarification on the east boundary wall exception. Steve explained that the wall would be built from the northern boundary to the southernmost boundary unless the Commission recommends an exception to stop the wall at Vaccaro's property line.

The applicant, Corey Rushton, was present and spoke about the history, use requests, research, and planning of the property. Adam Watts, with Rigby Watts Co., a firm that designs medical and dental offices, said he worked with Corey to lay out a development that is balanced and cohesive with the General Plan. He added that the buildings would be placed east to west instead of north to south to allow for more visibility from 4100 South, and parking would be behind the medical building to buffer the residents from the buildings. The pole lighting would be dark sky compliant lighting. Cal Johnson, with Legend Engineering, spoke about the placement of the entrances. Public Works would like the easternmost drive approach to line up with the road directly across the street. That would move the primary entrance over to the east and reduce the space available. The only kind of building that would work would be some kind of small drive-through business.

Commissioner Woodruff asked if there could be alternate ordering on the east side to protect the neighbors. Cal stated that without knowing who is going to occupy the business he can't say what will be used.

Jerry Vaccaro is a neighbor to the east fronting 4100 South. He is concerned about the closeness and noise coming from the drive thru. He would like to be included in landscape considerations. He would also like to develop his property in the future, as the General Plan calls for General Commercial up to 5400 West. Commissioner Durfee asked if the wall being continued would make a difference. Jerry said it wouldn't be because the business would be next to his home.

Collin Anderson lives on the north side of 4100 South and is concerned about an influx of traffic and loitering on that street. He worries a median would make it difficult for him to turn left into his neighborhood.

Margarita Fierro lives to the east of the proposed property. She is also concerned about more traffic than there already is. She would like to see a traffic light installed, which would also help with high school pedestrians.

Corey Rushton returned to the podium to address streetlight concerns. Commissioner Durfee asked if he would be open to a continuance to give the neighbors more time to speak their opinions on a wall. Mr. Rushton is open to other options instead of a drive thru.

Commissioner Winters asked if he would consider moving the small order board further south. Mr. Johnson said that the Code requires drive thrus to have so many cars stacked in line to avoid impeding the right-of-way.

Motion: Commissioner Durfee motioned to approve Z-9-2025 Option 3. Commissioner Woodruff seconded. A roll call vote was taken and 5 were in favor of the motion.

Matagi-Yes

Drozdek-Yes

Durfee-Yes

Woodruff-Yes

Porter-Abstain
Winters-No
Lovato-Yes

MAJORITY—Z-9-2025—APPROVED

Z-9-2025

- Applicant: Cal Johnson
- Request: A zone change from Agriculture (minimum lot size $\frac{1}{2}$ acre) to C-2 General Commercial.
- Location: 5459, 5477 & 5491 West 4100 South on 5.71 acres.
- Staff: Steve Pastorik

Z-9-2025

5459, 5477, & 5491 West
4100 South



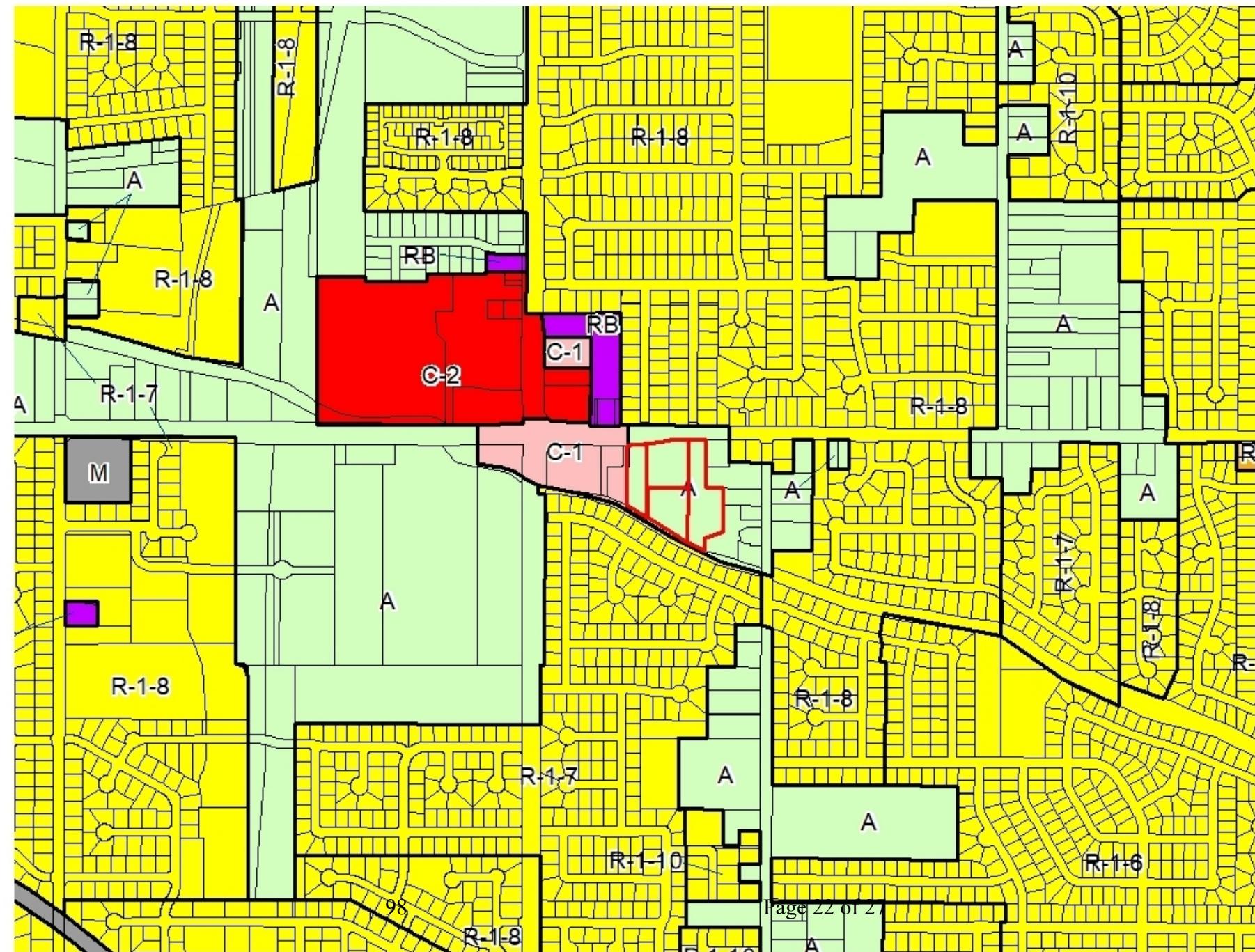
Z-9-2025

5459, 5477, & 5491 West
4100 South



Z-9-2025

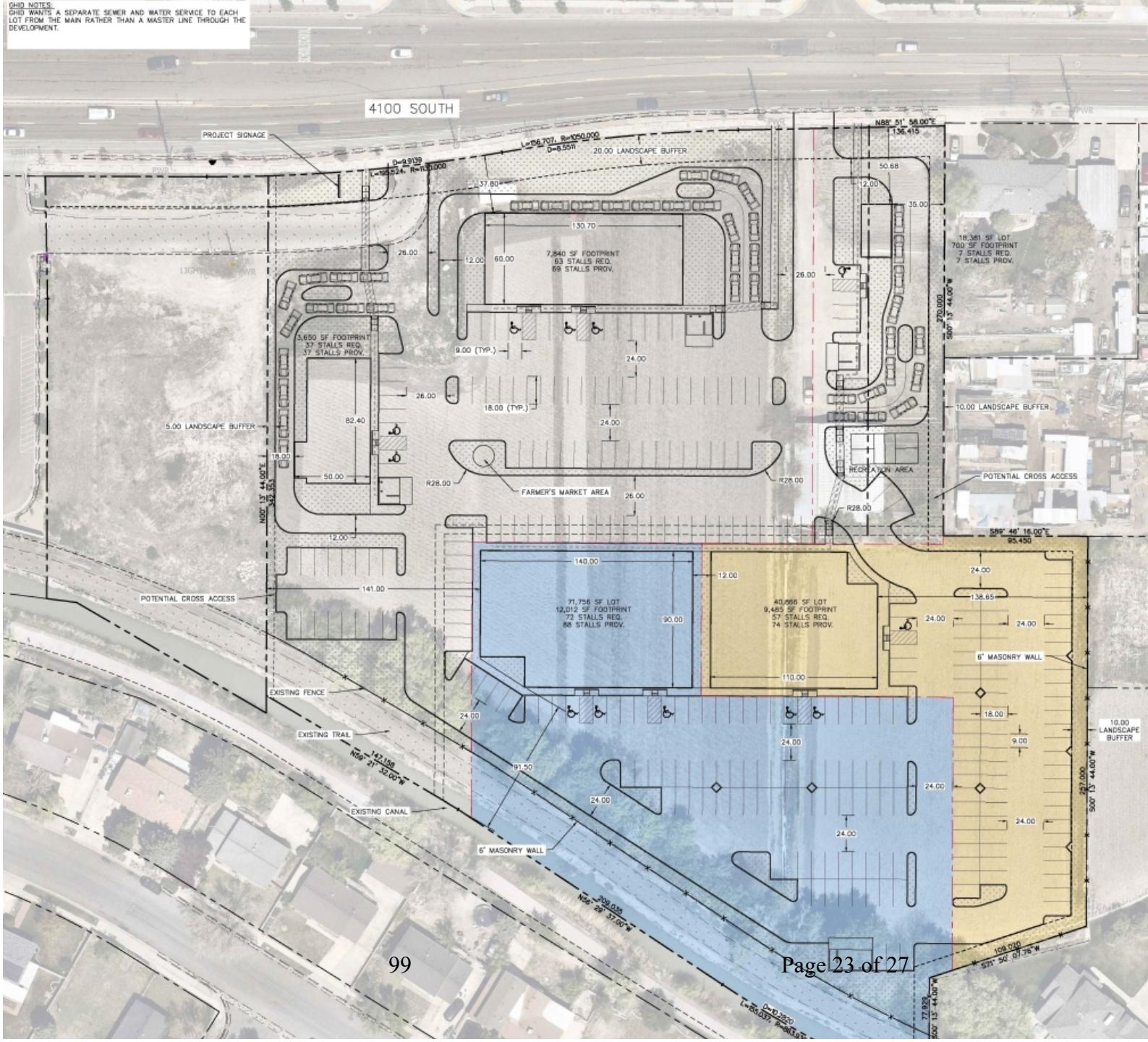
5459, 5477, & 5491 West
4100 South



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Z-9-2025

GHID NOTES:
GHID WANTS A SEPARATE SEWER AND WATER SERVICE TO EACH LOT FROM THE MAIN RATHER THAN A MASTER LINE THROUGH THE DEVELOPMENT.



Z-9-2025



Z-9-2025



Z-9-2025



Z-9-2025



Description: Irrigation Controllers Purchase

Fiscal Impact: \$92,134.00

Funding Source: General Fund

Account #:10-7602-40270-00000-0000

Budget Opening Required:

N

Issue:

Upgrade existing irrigation controllers on certain properties to centrally controlled system.

Summary:

The Park Maintenance division would like to purchase replacement controllers and cell cards for an additional 29 properties. Once up and running on the central system, these will enable park personnel to program and operate controllers from a web-based program which will save time and conserve water.

Background:

Park Maintenance currently maintains 126 irrigation controllers on 104 different sites. Some of these controllers used to be on a centrally controlled irrigation system that is no longer supported.

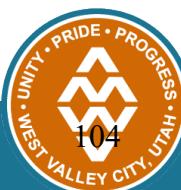
By upgrading the controllers to the new web based system and by utilizing the master valves and flowmeters being installed in new construction and backflow replacements; the irrigation systems will be able to program run times from remote computers and cell phones, determine broken lines, shut down irrigation systems as it senses high flow situations, and will send an alarm to the irrigation staff. This will save time with maintenance and troubleshooting of the irrigation systems and it will also conserve water.

The Park maintenance division would like to purchase controllers and cell cards for additional 29 Properties (\$81,809) and ongoing data service for these 29 and the 24 other previously installed controllers (\$10,325.00).

Ewing Irrigation and Landscape Products holds state contract number MA4880, so the controllers and hardware will be purchased from them while the cell/data system is operated by Rain Bird. A program modification was approved for these purchases.

Recommendation:

Approve the purchase of irrigation controllers and cell cards from Ewing Irrigation and Landscape Supply for \$81,809.000 and ongoing data services to Rain Bird for \$10,325.00.



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
IRRIGATION CONTROL SYSTEMS AND DATA SERVICES
FROM EWING IRRIGATION AND LANDSCAPE PRODUCTS
AND RAIN BIRD.**

WHEREAS, West Valley City wishes to purchase irrigation control systems and related services for use at City park facilities; and

WHEREAS, Ewing Irrigation and Landscape Products and Rain Bird (collectively, "Contractor") have been awarded the state contract to supply said equipment; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said equipment and services for an amount not to exceed \$92,134 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, the Agreement and any other documents necessary to complete said purchase, subject to final approval of said documents by the City Manager and City Attorney's Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



WEST VALLEY CITY
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SMART IRRIGATION

Bid approval for Parks & Public Properties

SMART IRRIGATION BID APPROVAL



- Program Mod approved in 2025
- Efficiency conserves water and saves time
- Enables staff to remotely troubleshoot issues and adjust system
- Staff recommend approval the lowest bid, submitted by Ewing Irrigation and Landscape Supply.

Description: Irrigation Backflow Valve Replacement

Fiscal Impact: \$122,750.00

Funding Source: Park Maintenance

Account #: 10-7602-40260-00000-0000

Budget Opening Required: **N**

Issue:

Remove and replace backflows on various properties. Cost = \$122,750.00

Summary:

There are double check valve backflow preventers that need to be replaced with reduced pressure backflow assemblies to bring them into code compliance.

Background:

As parks have been built in the past, double check backflow assemblies were approved and installed that are now out of code. Granger Hunter Improvement District has asked that we change them out to reduced pressure backflow assemblies to meet current codes. This will be step one of a multi-stepped process to bring all of our properties into compliance.

This project will include removal of existing double check valve assemblies, replacing them with reduced pressure backflow assemblies, installing a protective cage, installing master valves where needed, and installing hydrometers. Installation of these items will bring those properties back into code compliance, increase efficiency and enable better use of our central irrigation controller. The properties where this will occur for this round will be: Centennial Park (2), Parkway Park, and Scottsdale Park.

Bids were solicited through a formal bid process and six contractors responded.

Hydro Vac Excavation

WKB Landscape Maintenance

Utah Professional Lawn Care

VanCon, Inc

ACE Landscape

Deseret Peak Piping

The lowest responsible bidder was Utah Professional Lawn Care whose bid came in at \$122,750.00.

A Program Modification was approved for this purpose.

Recommendation:

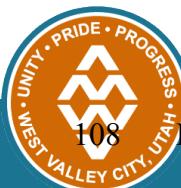
Staff recommends approving the replacement of double check valves using Utah Professional Lawn Care at a cost of \$122,750.00.

Department: Parks and Recreation

Submitted by: Jamie Young – Parks and Recreation Director

Jason Erikson – Assistant Parks and Recreation Director

Date: 1/15/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO UTAH
PROFESSIONAL LAWN CARE TO INSTALL BACKFLOW
PREVENTION DEVICES.**

WHEREAS, West Valley City solicited bids in accordance with state law to install certain backflow prevention devices (the “Project”); and

WHEREAS, Utah Professional Lawn Care (hereinafter, “Contractor”) submitted the lowest responsive and responsible bid; and

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

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

1. The contract is hereby awarded to Contractor in the amount of \$122,750.
2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 15 day of January, 2026, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Utah's Professional Lawn Care LLC (hereinafter, "Contractor"), a Utah limited liability company, 27 East 1850 North, Orem, Utah 84057. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the installation of certain backflow prevention devices and other equipment (the "Work"); and

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

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

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

AGREEMENT:

1. **Project Description.** Contractor shall provide and install backflow prevention devices and other equipment at several City properties.
2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the Request for Proposals attached hereto and incorporated herein as Exhibit "A." Contractor shall only install the equipment at Parkway Park, Centennial Park (both East and West sites), and Scottsdale Park (West site).
3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering parts and labor for the Work for a term of one year. Following that year, Contractor shall provide an additional four year warranty covering labor for required repairs. Contractor shall also provide a performance and payment bond naming the City as a third party obligee equal to the compensation set forth in Section 5 below.
4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:
 - A. **Compensation.** The City shall pay the Contractor an amount not to exceed \$122,750.00.
6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.
7. **Completion Date and Term.** The Work shall be completed no later than June 30, 2026. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY: West Valley City
Attn: City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

With a copy to: West Valley City
Attn: City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to Contractor: Utah's Professional Lawn Care LLC
27 East 1850 North
Orem, Utah 84057

9. Relationship of the Parties. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any

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

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

- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$3,000,000, annual aggregate: \$5,000,000.

- B. Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.
- C. Worker's Compensation.** In an amount not less than the statutory limits required by law.
- D. Employer's Liability Insurance.** In an amount not less than \$2,000,000.
- E. Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
- F. Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

- 13. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.
- 14. No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.
- 15. Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

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

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 1/15/2026

Brandon Hill

City Recorder

CONTRACTOR

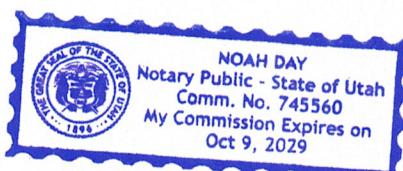
Luis Uribe *NOAH DAY*

By: _____
Its: _____

State of Utah _____)

County of Utah _____) :ss

On this 16 day of January, 2026, personally appeared before me Luis Uribe [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owner [title], of Utah's Professional Lawn Care LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of its members, and he/she acknowledged to me that said entity executed the same.



NOAH DAY
Notary Public

EXHIBIT A
REQUEST FOR PROPOSALS



WEST VALLEY CITY
www.wvc-ut.gov

IRRIGATION BACKFLOW PREVENTION DEVICE

Bid approval for Parks & Public Properties

BID APPROVAL FOR IRRIGATION BACKFLOW PREVENTION

- Reduced pressure backflow assemblies are required by code.
- Parks & Granter-Hunter Improvement Distrcit have agreed upto a schedule to bring all devices to code.
- Funded through a program mod previously approved by city council.
- Staff recommend approval of the lowest bid, submitted by Utah Professional Lawn Care.



Description: 2026 Overlay Project

Fiscal Impact: \$3,700,000

Funding Source: Transportation Sales Tax

Account #: 45-9610-40750-75308-0500

Budget Opening Required: Yes (to accept funds from Taylorsville City)

Issue:

A resolution authorizing the City to award a construction contract for the 2026 Asphalt Overlay Project

Summary:

Award a construction contract to Kilgore Contracting for the 2026 Asphalt Overlay Project in the amount of \$3,463,329.17.

Background:

Bids were opened for the 2026 Asphalt Overlay project on January 13, 2026. A total of seven (7) bids were received. The lowest responsible bidder was Kilgore Contracting in the amount of \$3,463,329.17.

The project consists of 2.59 miles of asphalt pavement on the following major streets:

4100 South	7100 West to 6400 West
4100 South	I-215 to Redwood Road
Constitution Blvd	4700 South to 4100 South

In addition, this project will perform Bridge Deck Preservation work on the 4100 South/I-215 bridge and construct speed humps on Deno Drive, Meadowbrook Drive, Laurel Canyon Drive and Glowing Sky Drive.

Recommendation:

Award the contract to Kilgore Contracting in the amount of \$3,463,329.17 and authorize the Public Works Department to spend up to \$3,700,000 on potential change orders.

Department: Public Works
Submitted by: Coby Wilson, City Engineer
Date: 1/12/26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO KILGORE
CONTRACTING FOR THE 2026 ASPHALT OVERLAY
PROJECT.**

WHEREAS, West Valley City solicited bids in accordance with state law to construct the 2026 Asphalt Overlay Project (the “Project”); and

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

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

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

1. The contract is hereby awarded to Contractor in the amount of \$3,463,329.17, with a total authorization not to exceed \$3,700,000.00 for the Project, inclusive of change orders.
2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

Project Name

2026 Asphalt Overlay CCR-496

Opening Date:

13-Jan-26

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)		Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
			(\$34,633.29)	(\$34,633.29)		
Engineer's Estimate	\$ 4,203,334.06					
Response 1	\$ 3,463,329.17	(\$34,633.29) -1%	(\$34,633.29) -1%	(\$69,266.58)	\$3,394,062.59	
Kilgore Contracting						
Response 2	\$ 3,736,506.04	\$ 0.00	\$ 0.00	\$0.00	\$3,736,506.04	
C&B Asphalt		0%	0%			
Response 3	\$ 3,961,134.09	\$ 0.00	\$ 0.00	\$0.00	\$3,961,134.09	
Morgan Asphalt		0%	0%			
Response 4	\$ 3,973,481.94	(\$39,734.82) -1%	(\$39,734.82) -1%	(\$79,469.64)	\$3,894,012.30	
Staker and Parson						
Response 5	\$ 4,275,507.79	\$ 0.00	(\$42,755.08) 0%	(\$42,755.08)	\$4,232,752.71	
Granite Construction		0%				
Response 6	\$ 4,869,736.35	\$ 0.00	\$0.00 0%	\$0.00	\$4,869,736.35	
B H Inc		0%				
Response 7	\$ 4,899,258.30	(\$48,992.58) -1%	\$0.00 0%	(\$48,992.58)	\$4,850,265.72	
Geneva Rock						

2026 ASPHALT OVERLAY PROJECT

- Asphalt Overlay
 - 4100 South 7100 W to 6400 W
 - 4100 South I-215 to Redwood Rd
 - 2700 West 4700 S to 4100 S
- Speed Humps
 - Deno Drive
 - Meadowbrook Drive
 - Laurel Canyon Drive
 - Glowing Sky Drive
- Lowest responsible bidder
Kilgore Contracting: \$3,463,329.17.

Engineer's Estimate	\$ 4,203,334.06
Response 1	\$ 3,463,329.17
Kilgore Contracting	
Response 2	\$ 3,736,506.04
C&B Asphalt	
Response 3	\$ 3,961,134.09
Morgan Asphalt	
Response 4	\$ 3,973,481.94
Staker and Parson	
Response 5	\$ 4,275,507.79
Granite Construction	
Response 6	\$ 4,869,736.35
B H Inc	
Response 7	\$ 4,899,258.30
Geneva Rock	

Description: Reimbursement Agreement - Cottages at Pearce Farms

Fiscal Impact: \$37,800.00

Funding Source: Storm Water Utility

Account #: 36-7532-40750-00000-0000

Budget Opening Required: No

Issue:

A reimbursement agreement for storm drainage improvements on 6800 West from 3600 South to 3500 South

Summary:

A reimbursement agreement with Cottages at Pearce Farm, L.L.C. for the construction of storm drainage improvements associated with the Cottages at Pearce Farm development.

Background:

The Cottages at Pearce Farm is a development located at 3525 South 6800 West. An existing drainage/irrigation ditch within 6800 West needed to be piped to accommodate improvements associated with the development. The developer was required to pipe the existing ditch and build a drainage system to handle runoff from the developing property, which could have been handled with a 15-inch pipe. The city requested that the developer upsize the system to a 24-inch pipe to convey additional water from the neighborhoods to the south.

This reimbursement agreement pays the developer for the difference in cost between the 15-inch pipe and the 24-inch pipe.

Recommendation:

Execute the reimbursement agreement and authorize the city to pay \$37,800 for storm drain improvements.

Department: Public Works

Submitted by: Coby Wilson, City Engineer

Date: 12/22/25



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT
BETWEEN THE CITY AND COTTAGES AT PEARCE FARM, L.L.C.**

WHEREAS, Cottages at Pearce Farm, L.L.C. (“CPF”) owns property at approximately 3525 South 6800 West; and

WHEREAS, in order to develop said property, CPF is required to install certain storm drain improvements; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

REIMBURSEMENT AGREEMENT – COTTAGES AT PEARCE FARM

- Storm Drain Improvements on 6800 West from 3600 South to 3500
- Reimburse the developer for upsizing the storm drain system in 6800 West

Storm Drain Cost Comparison
Cottages at Pearce Farm
6800 W 3500 S

12/3/2024

Stand Alone Storm Drain System (Pearce Farm Development Only)

Item	#	Type of Work	Qty	Cost Each	Meas.	Total
1	15"	RCP	945	\$160.00	LF	\$151,200.00
Total=						\$151,200.00

Storm Drain System with additional offsite flow

Item	#	Type of Work	Qty	Cost Each	Meas.	Total
1	24"	RCP	945	\$200.00	LF	\$189,000.00
Total=						\$189,000.00

Difference= **\$37,800.00**

Description: Cooperative Agreement with UDOT for Safe Sidewalk project on 3500 S

Fiscal Impact: \$86,000

Funding Source: Transportation Sales Tax

Account #: 45-9610-40750-75288 -0000

Budget Opening Required: Yes

Issue:

A resolution authorizing the execution of a Cooperative Agreement between UDOT and West Valley City for a Safe Sidewalk Project on 3500 South near 7040 West

Summary:

A cooperative agreement with UDOT to receive state Safe Sidewalk Program funds to construct sidewalk along 3500 South near 7040 West.

Background:

The Safe Sidewalk Program provides a legislative funding source for construction of new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned in the immediate future. The program is administered by UDOT and requires a 25% local government match.

West Valley City submitted a Safe Sidewalk application last year to construct missing segments of sidewalk along the south side of 3500 South between Callao Drive (7040 West) and 6935 West. The application was successful and per this agreement the state will contribute up to \$258,000 towards this project which will require a minimum local government match of \$86,000.

Recommendation:

Execute the Cooperative Agreement between UDOT and West Valley City

Department: Public Works

Submitted by: Coby Wilson, City Engineer

Date: 1/12/26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION FOR SIDEWALK IMPROVEMENTS ON 3500
SOUTH.**

WHEREAS, the City desires to construct certain sidewalk improvements along 3500 South; and

WHEREAS, the Utah Department of Transportation (“UDOT”) is willing to contribute certain funding to said improvements, conditioned upon execution of an appropriate agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



State of Utah
Department of Transportation

Cooperative Agreement UDOT Safe Sidewalk Funds for Local Agency	Project Description: NEW SIDEWALK CONSTRUCTION (SAFE SIDEWALK PROGRAM) Local Agency: West Valley City	Charge ID No. 75189
Pin: 22984 Job/ Project: S -R299(530)	Tracking # Agreement #	Date Executed

TA

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**," and **West Valley City**, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Pedestrian safety project described as a sidewalk located at **SR-171**, (3500 S Between 7040 W to Royal Scott Drive), and

WHEREAS, funds for the construction of the Safe Sidewalk Program (SSW) have been made available by **UDOT** and

WHEREAS, it is the intent of **UDOT** that participation in SSW projects be on a 25% Local, 75% State match basis with a maximum State participation of \$258,000.00 and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

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

I. **The Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. **The Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The Local Agency will determine, as part of the project's design, those utility companies with facilities that will require relocation and the cost thereof and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies before

Advertising the project for bids. Contact the Region 2 Utility and Railroad Leader, Justin Head, 801-726-4563 or Jhead@utah.gov for assistance in preparing the Reimbursement Agreement.

III. **The Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. For assistance with any environmental compliance requirements, contact the Region 2 Environmental Manager, Dan Bolin, at 801-505-8214 or dbolin@utah.gov.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, the **Local Agency** shall submit plans to UDOT for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier-free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. **The Local Agency** will participate at a minimum of 25% of the total project. **Local Agencies' participation can be through financial contributions**, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project, including the **Local Agency's** participation, is as follows:

UDOT Funds (Allocated Amount)	\$258,000.00
Local Agency's Funds (Participation Amount)	\$86,000.00
Total Project	\$344,000.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$258,000.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by 12/31/2026. If, for any reason, the Local Agency cannot complete construction by 12/31/2026, the Local Agency must request, in writing, before 10/30/2026, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strikes, natural disasters, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved, the Local Agency will relinquish the grant allocation for the project, and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. **UDOT** and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees, and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture, or partnership between the parties.

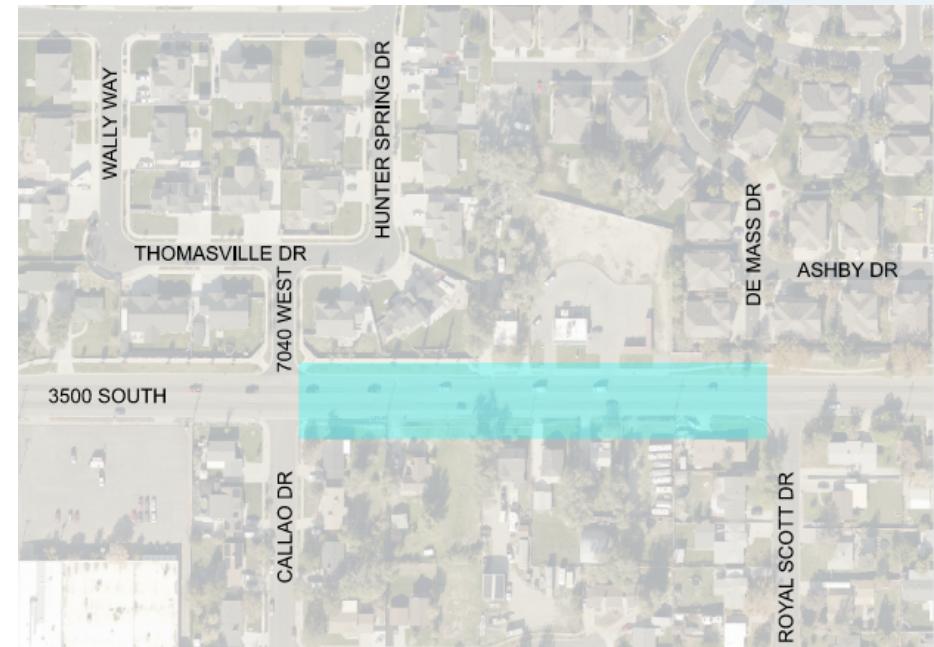
XVIII. Each party represents that it has the authority to enter into this Agreement.

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

West Valley City				Utah Department of Transportation			
By		Date		By		Date	
Mayor				PM/ Kevon Ogden			
By		Date		By		Date	
City Recorder				Region Director / Robert Stewart			
By	<i>Brandon Hill</i>	Date	1/19/2026	By		Date	
Approved to form by City Attorney's Office				Comptroller's Office			

COOPERATIVE AGREEMENT UDOT SAFE SIDEWALK PROGRAM

- Agreement to construct sidewalk along south side of 3500 South from Callao Drive (7040 West) to Royal Scott Drive (6935 West)
- UDOT Safe Sidewalk Funding
 - Total Amount: \$344,000
 - State Contribution: \$258,000
 - WVC Contribution: \$86,000



Description: 2025-26 EAST Sidewalk Repair Project

Fiscal Impact: \$285,000

Funding Source: Transportation Funds

Account #: 45-9610-40750-75305-0000

Budget Opening Required: No

Issue:

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

Summary:

Award a contract to Dirty Boys Contracting in the amount of \$258,755

Background:

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

The project repairs damaged sidewalks in over 50 locations, removing 76 trees, repairing approximately 1950 feet of damaged sidewalk.

Construction is anticipated to be completed at the end of August, 2026.

Recommendation:

Award the contract to Dirty Boys Contracting in the amount of \$258,755, and authorize the Public Works Department to spend up to \$285,000 on potential change orders.

Department: Public Works
Submitted by: Dan Johnson
Date: 12-2-25



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO DIRTY
BOYS CONTRACTING FOR THE 2025-2026 EAST
SIDEWALK REPAIR PROJECT.**

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

WHEREAS, Dirty Boys Contracting (hereinafter, “Contractor”) submitted the lowest responsive and responsible bid; and

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

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

1. The contract is hereby awarded to Contractor in the amount of \$258,755.00, with a total authorization not to exceed \$285,000.00 for the Project, inclusive of change orders.
2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
 2025-26 East Sidewalk Repair project
 Bid Opening Date: November 25, 2025

	Bid Totals	City Provider Preference (1%)		Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 366,200.00				
Response 1	\$ 258,755.00	\$0.00 0%	\$0.00 0%	\$0.00	\$258,755.00
Dirty Boys Contracting					
Response 2	\$ 259,400.00	\$0.00 0%	\$0.00 0%	\$0.00	\$259,400.00
JL General Contractor					
Response 3	\$ 279,900.00	\$0.00 0%	\$0.00 0%	\$0.00	\$279,900.00
Vista Bella Landscaping					
Response 4	\$ 287,750.00	\$0.00 0%	(\$2,877.50) -1%	(\$2,877.50)	\$284,872.50
Pronghorn Construction					
Response 5	\$ 290,150.00	\$0.00 0%	\$0.00 0%	\$0.00	\$290,150.00
Aarrow Landscape					
Response 6	\$ 321,600.00	\$0.00 0%	\$0.00 0%	\$0.00	\$321,600.00
Life is Good Investments					
Response 7	\$ 334,355.00	\$0.00 0%	\$0.00 0%	\$0.00	\$334,355.00
Rc Enterprise Paving Construction					
Response 8	\$ 339,200.00	\$0.00 0%	(\$3,343.55) -1%	(\$3,343.55)	\$335,856.45
Acme Construction					
Response 9	\$ 347,357.80	\$0.00 0%	(\$3,392.00) -1%	(\$3,392.00)	\$343,965.80
VMG NeXt Construction					
Response 10	\$ 358,284.00	\$0.00 0%	\$0.00 0%	\$0.00	\$358,284.00
Forefront General Contracting					
Response 11	\$ 378,265.50	\$0.00 0%	(\$3,582.84) -1%	(\$3,582.84)	\$374,682.66
Next Construction					
Response 12	\$ 442,437.50	\$0.00 0%	\$0.00 0%	\$0.00	\$442,437.50
PNL Construction					
Response 13	\$ 416,450.50	\$0.00 0%	(\$4,424.38) -1%	(\$4,424.38)	\$412,026.13
Jordan Valley Construction					
Response 14	\$ 526,300.00	\$0.00 0%	(\$4,164.51) -1%	(\$4,164.51)	\$522,135.50
Beck Construction					

2025-26 EAST Sidewalk Repair Project

- Project to repair sidewalks east of 4800 West damaged by trees
- Award contract to Dirty Boys Contracting in the amount of \$258,755
- Project information
 - Repair 52 locations
 - Remove 76 trees
 - Repair 1950 feet of sidewalk



Description: Magna & WVC Interlocal Agreement for Audible Pedestrian Signals on 7200 West at Beagley Rd, 2820 South and 3100

Fiscal Impact: \$12,750

Funding Source: Class C Road Funds

Account #: 11-7583-40750

Budget Opening Required: No

Issue:

A resolution authorizing the execution of an Interlocal Cooperation Agreement between Magna City, and West Valley City – Audible Pedestrian Signals on 7200 West at Beagley Rd, 2820 South and 3100 South.

Summary:

An Interlocal Cooperation Agreement between Magna City, and West Valley City addressing cost sharing on upgrading of existing pedestrian signals to audible pedestrian signals on the co-owned traffic signals on 7200 W at Beagley Rd, 2820 S and 3100 S.

Background:

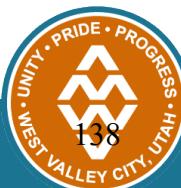
New ADA Guidance requires audible cues be provided for pedestrians with visual impairments on new or modified traffic signals

Magna City desires to upgrade the pedestrian signal buttons on three traffic signals that are co-owned between the two agencies. This Interlocal Cooperation Agreement addresses cost sharing between West Valley City and Magna City. The cost will be split 50/50 between the two agencies.

Recommendation:

Execute the Interlocal Agreement with the Magna City.

Department: Public Works
Submitted by: Erik Brondum, City Operations Engineer
Date: 01/20/26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH
MAGNA CITY FOR AUDIBLE PEDESTRIAN SIGNALS.**

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 is willing to share in the cost of certain audible pedestrian signals; and

WHEREAS, Magna City (hereinafter “Magna”) is also willing to participate in the cost of said improvements and coordinate the installation of the improvements; and

WHEREAS, an agreement has been prepared for execution by and between the City and Magna, 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 Magna 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

INTERLOCAL COOPERATION AGREEMENT

Between

MAGNA CITY

And

WEST VALLEY CITY

FOR AUDIBLE PEDESTRIAN SIGNALS on 7200W AT BEAGLEY ROAD, 2820S AND 3100S

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2026, between Magna City a municipal corporation of the State of Utah and West Valley City, a municipal corporation of the State of Utah. Magna City and West Valley City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, Magna City desires to install Audible Pedestrian Signals along 7200 West at Beagley Road, 2820 South and 3100 South. The work will be performed by Salt Lake County Public Works Operations;

WHEREAS, Magna City and West Valley City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in Salt Lake County's completion of the installation work on along 7200 West at Beagley Road, 2820 South and 3100 South.

AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. Audible Pedestrian Signal System Installation. Magna City intends to install Audible Pedestrian Signals on three traffic signals that are co-owned by Magna City and West Valley City.

Magna City agrees to direct Salt Lake County Public Works to perform the work related to this Agreement at the price indicated in Exhibit 1.

2. Payment. Within thirty (30) days after receipt (as defined in section 3.1 of this Agreement) of an invoice by Magna City, West Valley City will pay to Magna City the actual cost of completing the Audible Pedestrian Signal System Installation Project.

3. Miscellaneous Provision. The following provisions are also an integral part of this Agreement:

A. Binding Agreement. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

C. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

D. Liability and Indemnification. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.)(the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives and defenses otherwise available under the Act nor does any party waive and limits of liability currently provided by the Act.

E. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

F. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

H. Interpretation. This Agreement shall be interpreted, construed and enforced according in the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both City and County have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

I. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any 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;

Magna City: David Brickey
Magna City Manager
Webster Community Center
8952 W Magna Main Street
Magna, UT 84044
Email: dbrickey@magna.utah.gov

Copy To: Paul H Ashton
Ashtree Legal Services PC
1237 E Lorraine Drive
Salt Lake City, UT 84106
Email: phashton@xmission.com

WVC City: Ifo Pili
West Valley City Manager
3600 Constitution Boulevard
West Valley City, Utah 84119
Email: ifo.pili@wvc-ut.gov

Copy to: J. Eric Bunderson
West Valley City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119
Email: eric.bunderson@wvc-ut.gov

J. Delegation. Neither party may assign its rights or delegate its duties under this Agreement to any other persona(s) or entity(ies) without written consent of the other party.

K. Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, and obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

L. Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

M. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act, and in connection with this agreement, the Parties agree as follows:

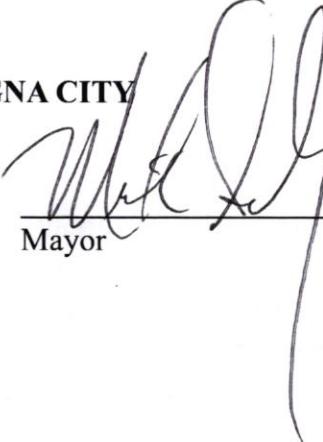
- a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal 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 for 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; and
- e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works director of West Valley City and the engineering director of the Greater Salt Lake Municipal Services District, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. 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.

N. Protection of the Scrivener. No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any party on the grounds such Party or Party's counsel drafted the provision at issue or that the provision at issue contains

O. a covert, representation or warranty of such Party.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

MAGNA CITY
By: 

Mayor

ATTEST:



Diana Baum
City Recorder

Approved as to Form and Legality:

MAGNA CITY ATTORNEY

By: 

Date: 1/6/2026

WEST VALLEY CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: *Brandon Hill*
Date: 1/19/2026

4920-2905-1764, v. 3

EXHIBIT 1

The locations and associated costs are:

	Address	Magna % Ownership	West Valley % Ownership	Installation Cost	Proportionate Cost to Magna City	Proportionate Cost to West Valley City
1	7200 W Beagley Road Traffic Signal	50%	50%	\$8,500	\$4,250	\$4,250
2	7200 W 2820 South Traffic Signal	50%	50%	\$8,500	\$4,250	\$4,250
3	7200 W 3100 South Traffic Signal	50%	50%	\$8,500	\$4,250	\$4,250
Total			\$25,500		\$12,750	\$12,750

INTERLOCAL COOPERATION AGREEMENT – AUDIBLE PED BUTTONS

- ILA between Magna City and West Valley City to address cost sharing for the upgrade of pedestrian signal buttons on 7200 West at Beagley Rd, 2820 South and 3100 South.
- West Valley City and Magna City co-own the three traffic signals. The two agencies are responsible for 50% of costs associated with the co-owned traffic signals.

West Valley City Issue Paper

Description: Cooperative Agreement with UDOT

Fiscal Impact: n/a

Funding Source: n/a

Account #: n/a

Budget Opening Required: No

Issue:

Cooperative Agreement – WVC and UDOT – Bangerter Highway Orleans Way Pond Maintenance

Summary:

A cooperative agreement regarding pond maintenance in a new storm drain detention basin on Orleans Way

Background:

During the design of Bangerter Highway, it was determined that the City and UDOT would benefit from cooperation on the construction of drainage facilities. A new storm drain detention basin was built on Orleans Way, that receives runoff from both City roads and from Bangerter Highway. The City gained benefit from the construction of certain drainage facilities to eliminate certain drainage problems in the neighborhood. Perpetual maintenance of the basin was also a requirement from the City's request from UDOT to build the interchange with Bangerter passing beneath 4700 South.

Recommendation:

Execute the Cooperative Agreement

Department: Public Works
Submitted by: Dan Johnson
Date: January 8, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION FOR STORM WATER DETENTION
IMPROVEMENTS.

WHEREAS, the City is willing to assist in maintaining certain storm water detention facilities that would serve both City and UDOT drainage needs; and

WHEREAS, the Utah Department of Transportation (“UDOT”) is willing to construct said improvements, conditioned upon execution of an appropriate agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20_____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION** ("UDOT"), an agency of the State of Utah, and **West Valley City** ("City"), a political subdivision of the State of Utah.

RECITALS

WHEREAS, UDOT has award design-build contract for the highway project identified as Project Number S-0154(249)17, Bangerter Highway @ 4700 South in Salt Lake County, Utah, ("Project");

WHEREAS, it is beneficial for the parties to commingle storm water flows and install Detention Basin A; and

WHEREAS, the parties desire to identify the ownership, maintenance, and operations responsibilities of certain drainage improvements covered by this Agreement in accordance with the terms and conditions contained herein;

This Agreement, is made to set out the terms and conditions where under said payment shall be made

AGREEMENT

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

1. **Detention Basin A**
 - a. As part of UDOT's construction of the Project, it was necessary to construct Detention Basin A to capture storm drainage, detailed plans are included as Exhibit A.
2. **Detention Basin A Capacity**
 - a. Detention Basin A receives drainage from Bangerter Highway as well as from City owned facilities.
 - b. Detention Basin A is sized at .86 acres and has a capacity of 4.61 acre-feet of water. The design accounts for a 50-year water surface elevation of 4,403.00 feet and a 100-year water surface elevation of 4,401.28 feet as shown in Exhibit A.
3. **Detention Basin A Long Term Ownership and Maintenance**
 - a. Upon Project completion, City be responsible for the operation and maintenance of the Pond, including all Pond operation infrastructure, emergency overflow/outlet structure and maintenance access.
 - b. UDOT will maintain ownership of Detention Basin A.
 - c. City shall obtain a permit from UDOT Region Two for any maintenance activities that require access across the N/A line as shown in Exhibit B.
4. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity

Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

5. This Agreement 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. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
7. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
8. 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.
9. 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 herein contained 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.
10. Each party represents that it has the authority to enter into this Agreement.



Project No. S-0154(249)17; Salt Lake County
Project Name: Bangerter Highway @ 4700 South
West Valley City
CID No. 74310 PIN 20414

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

ATTEST:

By: _____

Title: _____

Date: _____

(IMPRINT SEAL)

West Valley City

By: _____

Title: _____

Date: _____

Approved as to form 1/21/2026

Brandon Hill

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

PROJECT MANAGER

By: _____

REGION DIRECTOR

Date: _____

Date: _____

UDOT COMPTROLLER'S OFFICE

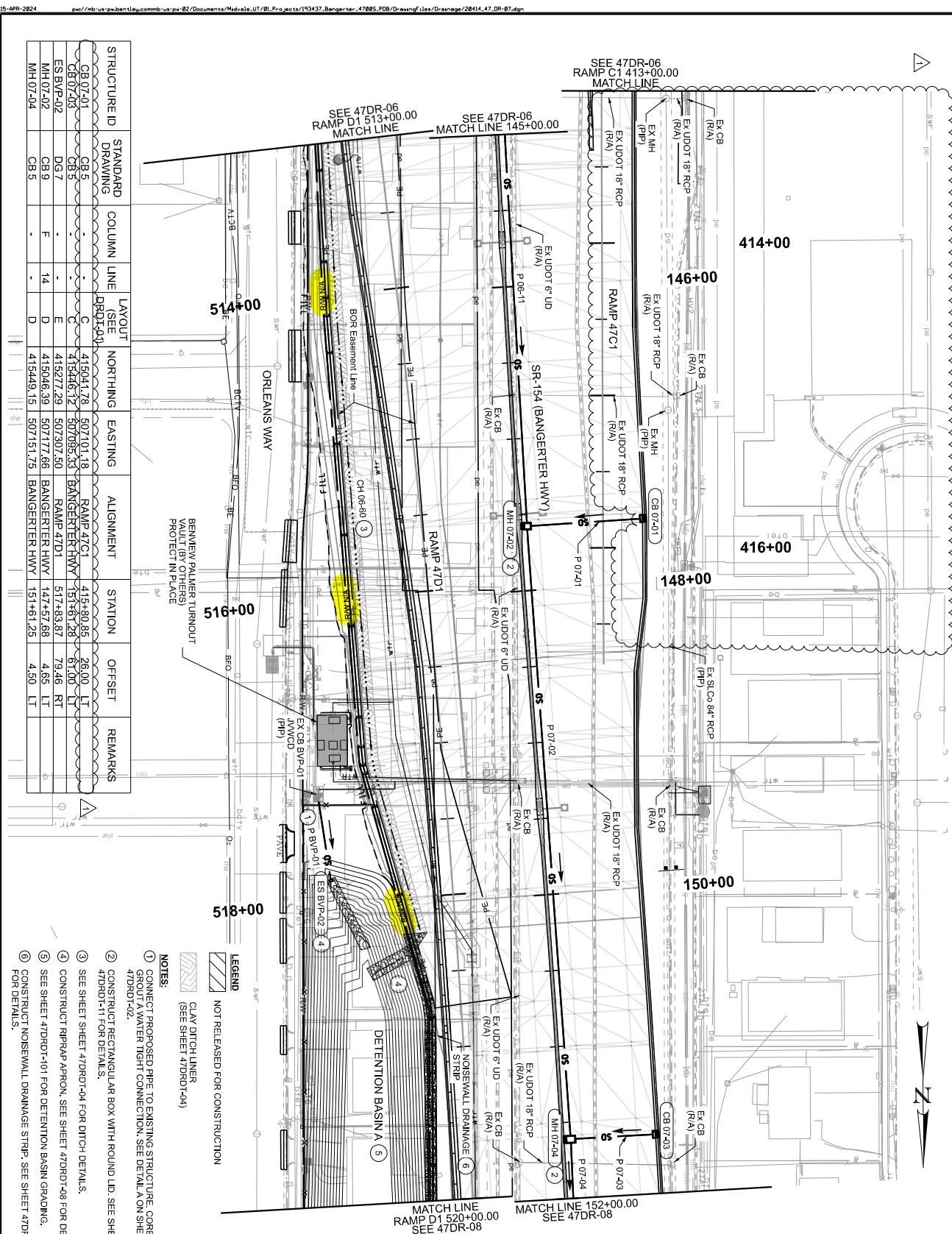
By: _____

CONTRACT ADMINISTRATOR

Date: _____

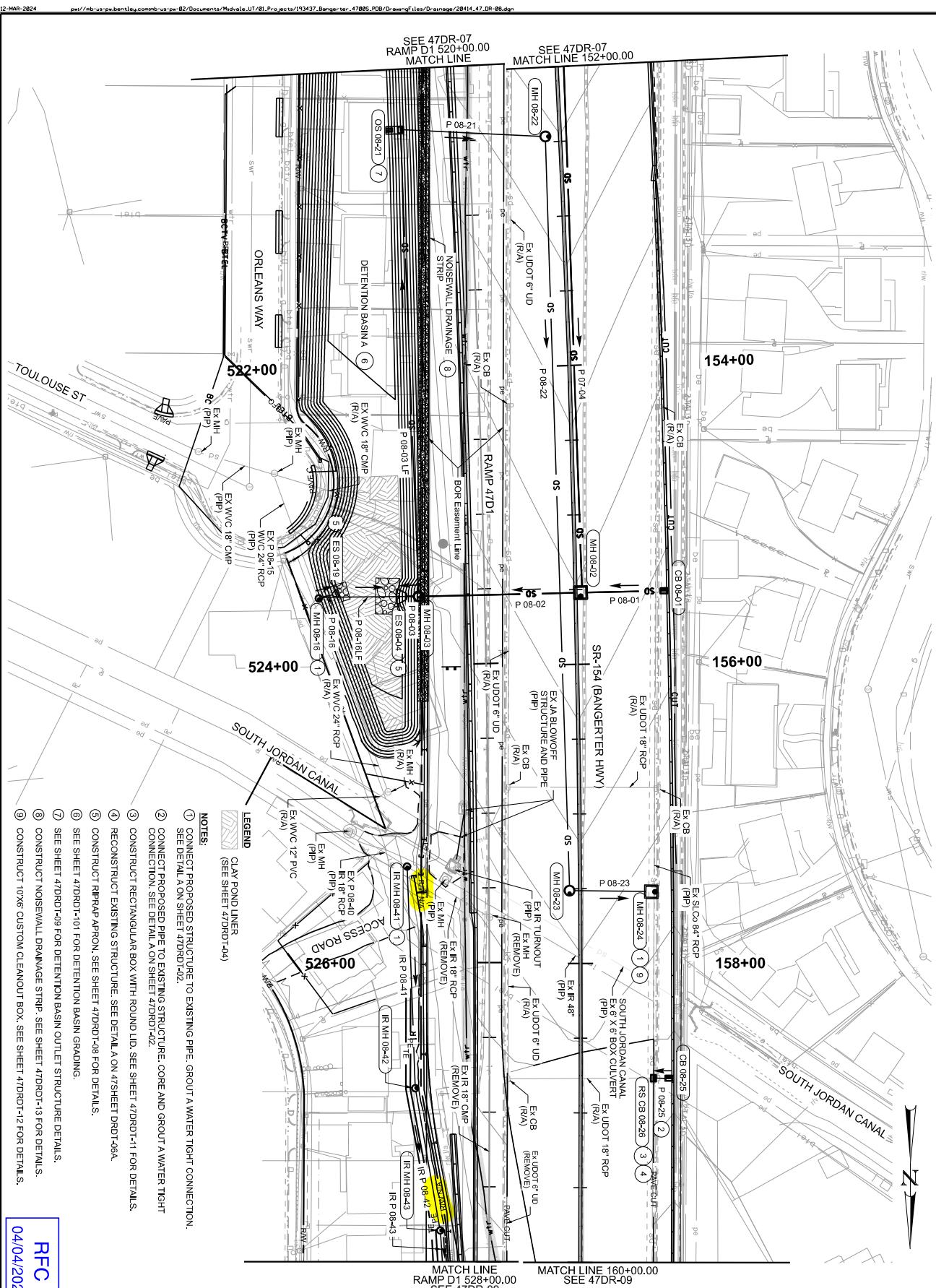
EXHIBIT B

RF C
05/02/2024



PROJECT NUMBER SHEET NO. 47DR-R07	BANGERTER HIGHWAY @ 4700 SOUTH		153	REVISIONS		
	SR-154; MP 16.30-17.72					
PROJECT NUMBER	S-0154(249)17	PN 20414	APPROVED 	DRAWN BY JLS	LAB	
DRAINAGE			03/24/24	QC 03/29/24	CHECKED BY JLS	DATE 03/29/24
MICHAEL BAKER INTERNATIONAL						
1 04/26/24 JLS NDC03 RAMPS B&C AND SIDESTREETS UPDATES						
0 03/29/24 JLS RELEASED FOR CONSTRUCTION						
NO. 0427 APPROVED BY JLS DCM/MSK						

EXHIBIT B



SHEET NO. 47DR-R08	PROJECT BANGERTER HIGHWAY @ 4700 SOUTH		REVISIONS	
	SR-154; MP 16.30-17.72			
PROJECT NUMBER	S-0154(249)17	PN	20414	APPROVED
DRAINAGE			DRAWN BY  MICHAEL BAKER INTERNATIONAL	LAB
			QC 03/29/24	DATE JLS
			CHECKED BY JLS	RELEASED FOR CONSTRUCTION
			NO.	DATE APPROVED BY REMARKS
UTAH DEPARTMENT OF TRANSPORTATION Page 8 of 9				

Cooperative Agreement – UDOT Orleans Way Pond Maintenance



- UDOT built a detention basin on Orleans Way to store UDOT and WVC storm water runoff
- WVC will maintain the storm drain detention basin in perpetuity



Description: Acceptance of a Warranty Deed

Fiscal Impact: NA

Funding Source:

Account #:

Budget Opening Required: No

Issue:

Approval and acceptance of a Warranty Deed.

Summary:

R & E Investment, L.C. has signed a Warranty Deed in favor of West Valley City for property located at the southeast corner of 3400 West and 2400 South, being a portion of parcel number 15-20-427-017.

Background:

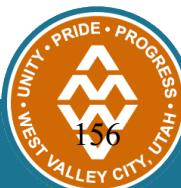
R & E Investment, L.C. has recently acquired a 1.0-foot protection strip adjacent to its property located at 3333 West 2400 South. The 1.0-foot protection strip runs along the property frontage abutting the east side of 3400 West and the south side of 2400 South. In 2008, R & E Investment, L.C. conveyed right-of-way to the city at the northwest corner of its property. As they did not own the protection strip at that time, they were not able to convey the portion of property between the parcel conveyed to the city and the right-of-way lines of 3400 West and 2400 South.

Now that they have acquired the protection strip it is their desire to convey that portion of property between the parcel previously conveyed to the city and the east right-of-way line of 3400 West and the south right-of-way line of 2400 South.

Recommendation:

Accept the Warranty Deed. 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: 01/12/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A WARRANTY DEED R & E INVESTMENT, L.C. FOR PROPERTY LOCATED AT APPROXIMATELY 3400 WEST AND 2400 SOUTH.

WHEREAS, R & E Investment, L.C. (“Owner”) owns property located at 3333 West 2400 South (the “Property”); and

WHEREAS, the owner desires to convey right of way along the Property by Warranty Deed (the “Deed”) to the City; and

WHEREAS, Owner has executed said 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 accept the Deed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deed is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Deed for and on behalf of West Valley City.

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

WEST VALLEY CITY

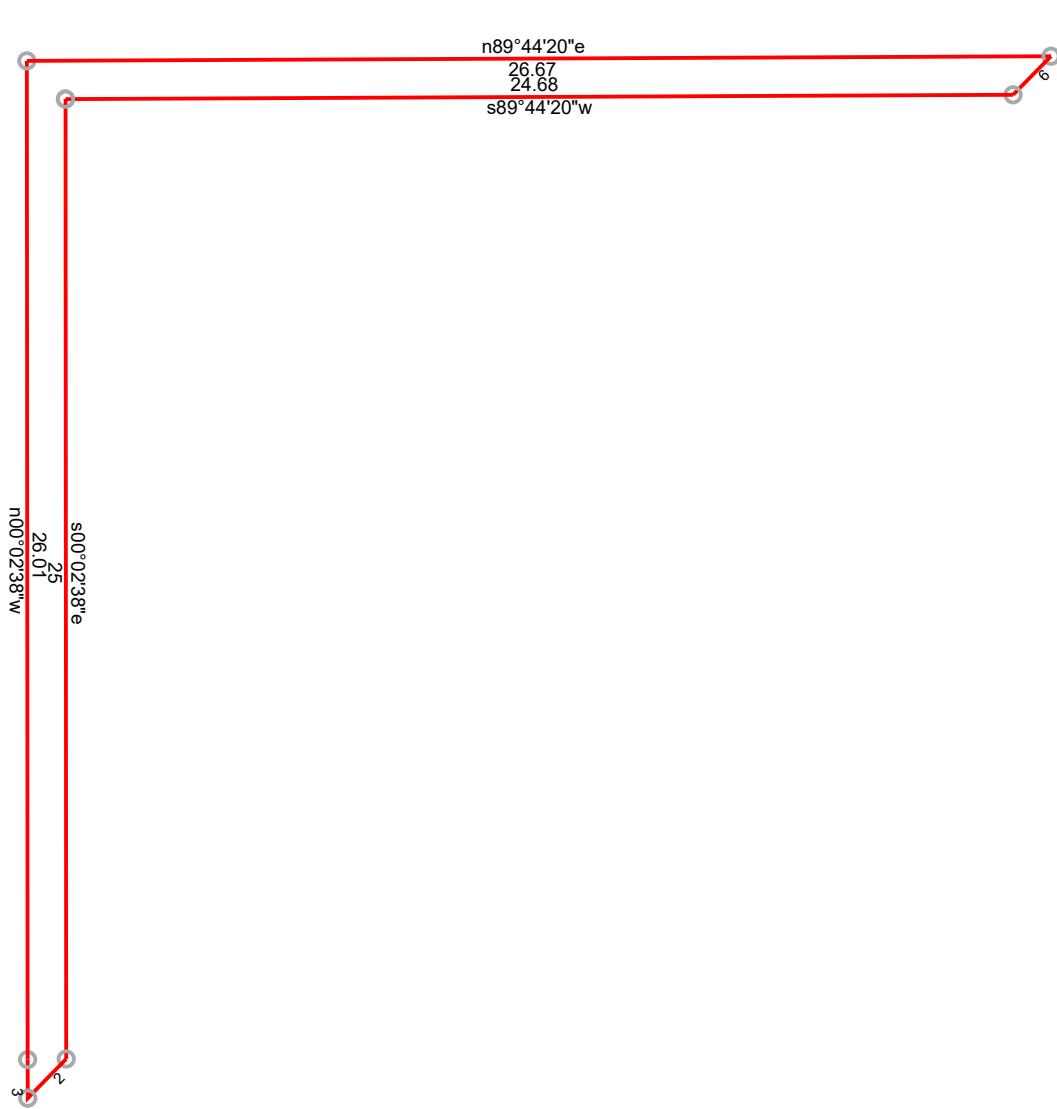
MAYOR

ATTEST:

CITY RECORDER

2400 South

3400 West



Portion of 15-20-427-017 to West Valley City

1/12/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0012 Acres (52 Sq. Feet), Closure: n78.5540e 0.01 ft. (1/20775), Perimeter=106 ft.

01 s00.0238e 25

07 s89.4420w 24.68

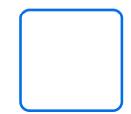
02 s44.2901w 1.43

03 Rt, r=280.00, delta=000.1220, arc=1.00, chord=n00.0848w 1.00

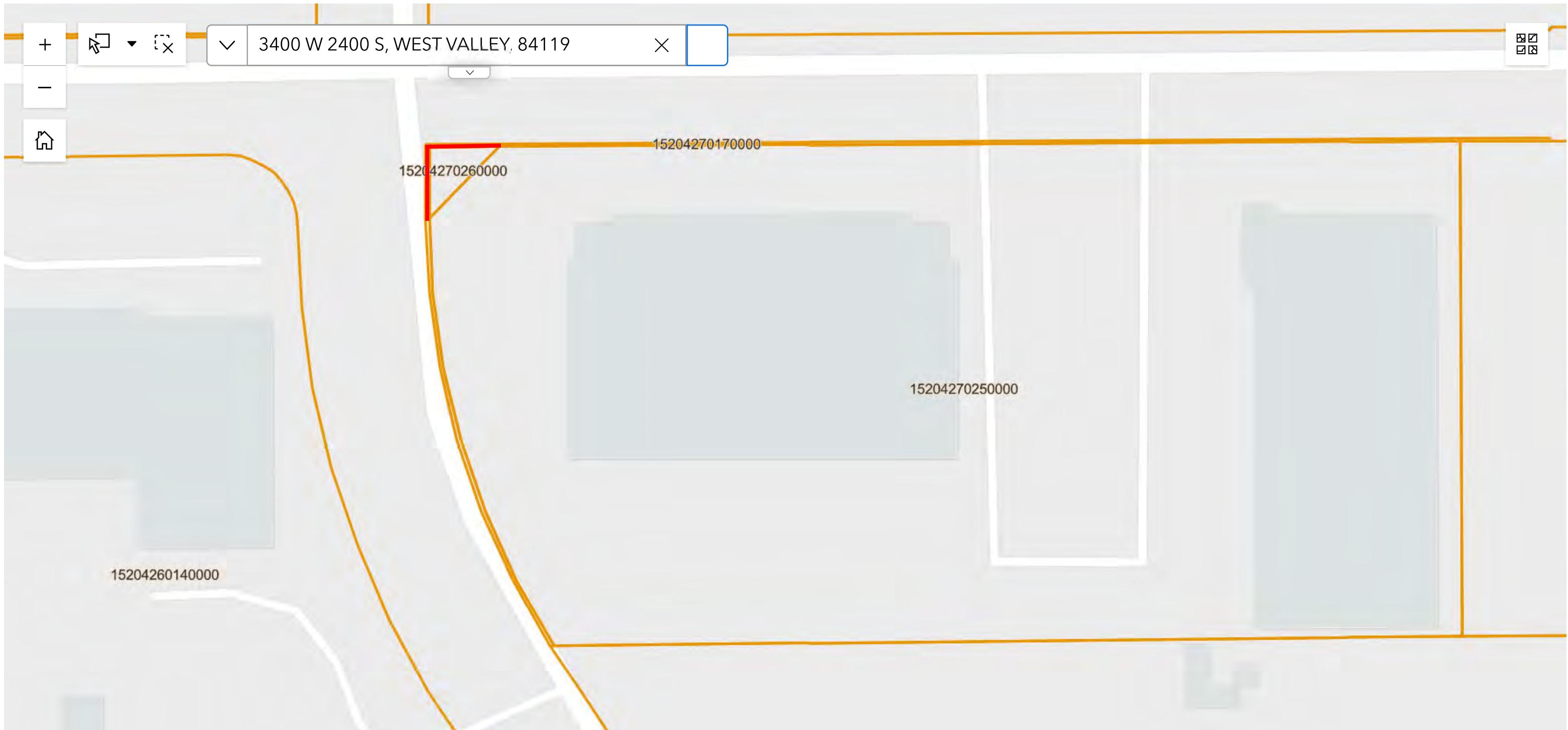
04 n00.0238w 26.01

05 n89.4420e 26.67

06 s44.3439w 1.41



Recorder Mailing Labels



COLLABORATION

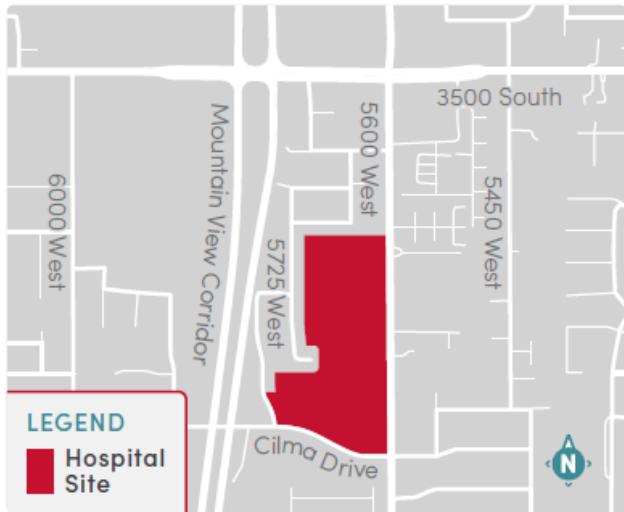
BETTER IDEAS. STRONGER PLANS. SHARED SUCCESS

ECCLES WEST VALLEY HEALTH CAMPUS AND ECCLES HOSPITAL UPDATE



BUILDING OUR VISION

AT A GLANCE



Location:
3784 South 5600 West
West Valley City



- ~ 740,000 square feet
- 28 acre site
- 146 feet tall
- 140 Inpatient Hospital Beds
- 220 Outpatient Exam Rooms (Comprehensive, Multi-Specialty)
- Emergency Room
- Operating and Procedure Rooms
- > 1,200 staff

RECENT UPDATES

THE PAST 6 MONTHS



CANNONDESIGN
MHTN
ARCHITECTS

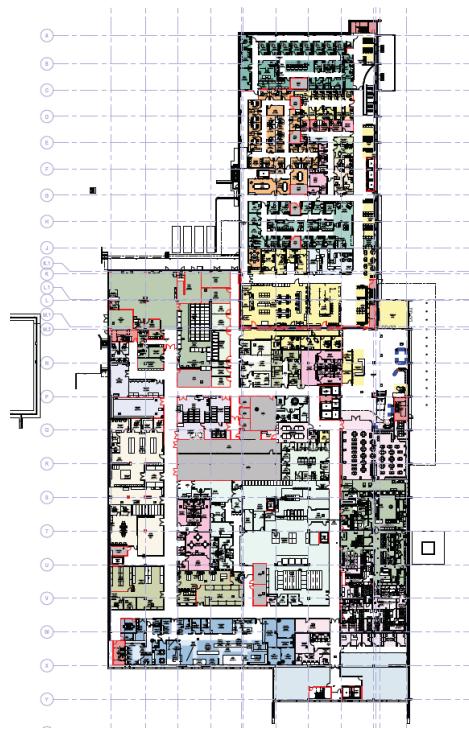
Selected Teams

May 2025



Groundbreaking Event

June 2025



Design Meetings

June - Now 2025



Temporary Clinic

Now – Late 2026

COMMUNITY CONNECTIONS

LISTENING AND LEARNING



West Valley Community Priorities

- Access to Healthcare & Insurance
- Mental Health & Chronic Stress
- Housing Instability & Financial Insecurity
- Health Literacy & System Navigation
- Environment & Climate Health
- Substance Use, Youth Risk, and Behavioral Health

Summarized from the Community Health Needs Assessment

EXPERT INPUT: COLLABORATION IN DESIGN

COMMUNITY, PATIENTS, STAFF & PROVIDERS



Look and Feel

- UofU Health's Great Standards
- Welcoming, Open, Warm
- Enough space for families and visitors
- Multilingual Patient Support

Community Amenities

- Retail & Specialty Pharmacy, Café, Gift Shop
- Wellness Space, Chapel, Community Gathering Areas
- Education & Workforce Development (high school through medical training)

NEIGHBORHOOD COMMUNICATIONS

Construction Communications

- Door-to-door canvassing, door hangings and 1:1 conversations before and after major construction milestone
- Hotline for neighbors established: 385-509-5020
 - 1-2 calls per week
- Email inquiries to westvalley@Utah.edu
- Website westvalley.Utah.edu/health
- Monthly neighborhood newsletter



ELECTRICAL WORK

Starting Monday, Nov. 10, crews will begin installing electrical lines under 5600 West. This work could take up to 6 weeks to complete.

Please be aware that there may be a temporary loss of power during the switch-over process.

What to Expect

- Increased noise, dust, and vibrations
- Daytime work from 7 am to 5 pm

If you have any questions, please reach out to a member of our project team.

Scan to sign up for
email updates



CONTACT US

[Hotline: 385-509-5020](tel:385-509-5020)



ECCLES
HEALTH CAMPUS &
ECCLES HOSPITAL



OKLAND



CANNONDESIGN



NAVIGATING THE SITE

2 BUILDINGS, 4 PUBLIC ENTRANCES





Main Entry
DRAFT- subject to change

DESIGN HIGHLIGHT

SKYGARDEN & CARDIOVASCULAR SERVICES











THANK YOU

Questions? Feedback?

Description: **ANNUAL PROPERTY TAX ADJUSTMENT**

Fiscal Impact: **N/A**

Funding Source: **GENERAL FUND**

Account #: **N/A**

Budget Opening Required:

ISSUE:

A resolution adopting a city policy to annually adjust West Valley City's certified property tax rate to offset inflationary costs and support the long-term financial stability and service provided by the city.

SUMMARY:

This resolution clarifies the policy, rationale, fiscal context, and governance considerations for implementing an annual property tax adjustment. Under Utah's Truth in Taxation framework, property tax revenues remain flat unless the certified rate is intentionally adjusted. Without periodic adjustments, the city experiences a gradual erosion of purchasing power, resulting in structural stress on core services.

Adopting an annual adjustment policy tied to recognized inflation measures such as the Consumer Price Index (CPI) or Municipal Cost Index (MCI) promotes predictability, transparency, and fiscal sustainability while minimizing the risk of larger and potentially disruptive tax increases in the future.

BACKGROUND:

West Valley City provides essential municipal services that are labor-intensive and subject to increasing costs. Over time, inflation in wages, benefits, fuel, utilities, materials, contractual services, and capital replacement exceed revenue growth. While sales tax and other revenues fluctuate with economic cycles, they do not keep up with the cost of city services. Property tax is the only significant and direct source of funding for City services that the City Council controls.

Utah's Truth in Taxation system protects taxpayers by requiring transparency and public disclosure whenever a taxing entity proposes to increase property tax revenue above the certified rate. However, it does not adjust revenues for inflation. As a result, when property tax revenues remain unchanged over long periods, service levels must often be reduced, deferred, or curtailed.

Incremental and regular property tax adjustments aligned with inflation help maintain service levels, stabilize long-range financial planning, and reduce future fiscal shocks.

RECOMMENDATION:

Recommend adoption of this resolution, as a prudent financial management practice that enhances fiscal sustainability, service continuity, and transparency for West Valley City residents and businesses.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING INTENT TO ANNUALLY
CONSIDER ADJUSTMENTS TO THE CITY'S CERTIFIED
PROPERTY TAX RATE TO OFFSET INFLATION AND
SUPPORT THE LONG TERM FINANCIAL STABILITY AND
SERVICE NEEDS OF THE CITY.**

WHEREAS, West Valley City is responsible for delivering essential municipal services that protect public safety, maintain infrastructure, and promote the long-term wellbeing of residents and businesses; and

WHEREAS, the cost of providing these services increases annually due to inflation, labor and equipment costs, capital replacement needs, and general operational demands; and

WHEREAS, under Utah's Truth in Taxation system, property tax revenues do not increase with inflation unless the certified tax rate is intentionally adjusted, resulting in a gradual erosion of the City's fiscal capacity if action is not taken; and

WHEREAS, prudent, incremental adjustments to the certified tax rate enhance financial resilience, stabilize operations, minimize the impact of economic volatility, and reduce the likelihood of large, disruptive tax increases in future years; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City shall:

1. In accordance with Utah's Truth in Taxation system , annually Adjust the Tax Rate based on the annual percentage change in the Consumer Price Index (CPI) or the Municipal Cost Index (MCI) as deemed appropriate by the City Council.
2. Maximum Adjustment Cap
 - a. In no event shall this annual adjustment exceed three percent (3%) in any given year, regardless of the actual CPI or MCI increase.
 - b. If the CPI increase is less than 3%, the adjustment shall be limited to the actual CPI percentage change.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 20____.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



WEST VALLEY CITY
www.wvc-ut.gov

ANNUAL PROPERTY TAX ADJUSTMENTS

Support Financial Stability Operational Sustainability

Purpose and Fiscal Context

Fiscal Reality

- Municipal costs rise annually due to labor, benefits, materials, utilities, capital replacement, and service demands
- Under Truth in Taxation, property tax revenues remain flat unless the certified tax rate is intentionally adjusted
- Without action, purchasing power erodes over time, placing pressure on services

This Resolution

- Expresses Council intent to annually adjust for inflationary impacts on City finances
- Preserves long-term service levels and financial stability
- Establishes a transparent, policy-based framework for future tax decisions
- Reinforces compliance with Utah Truth in Taxation requirements

Inflation, Benchmarks, and Policy Discipline

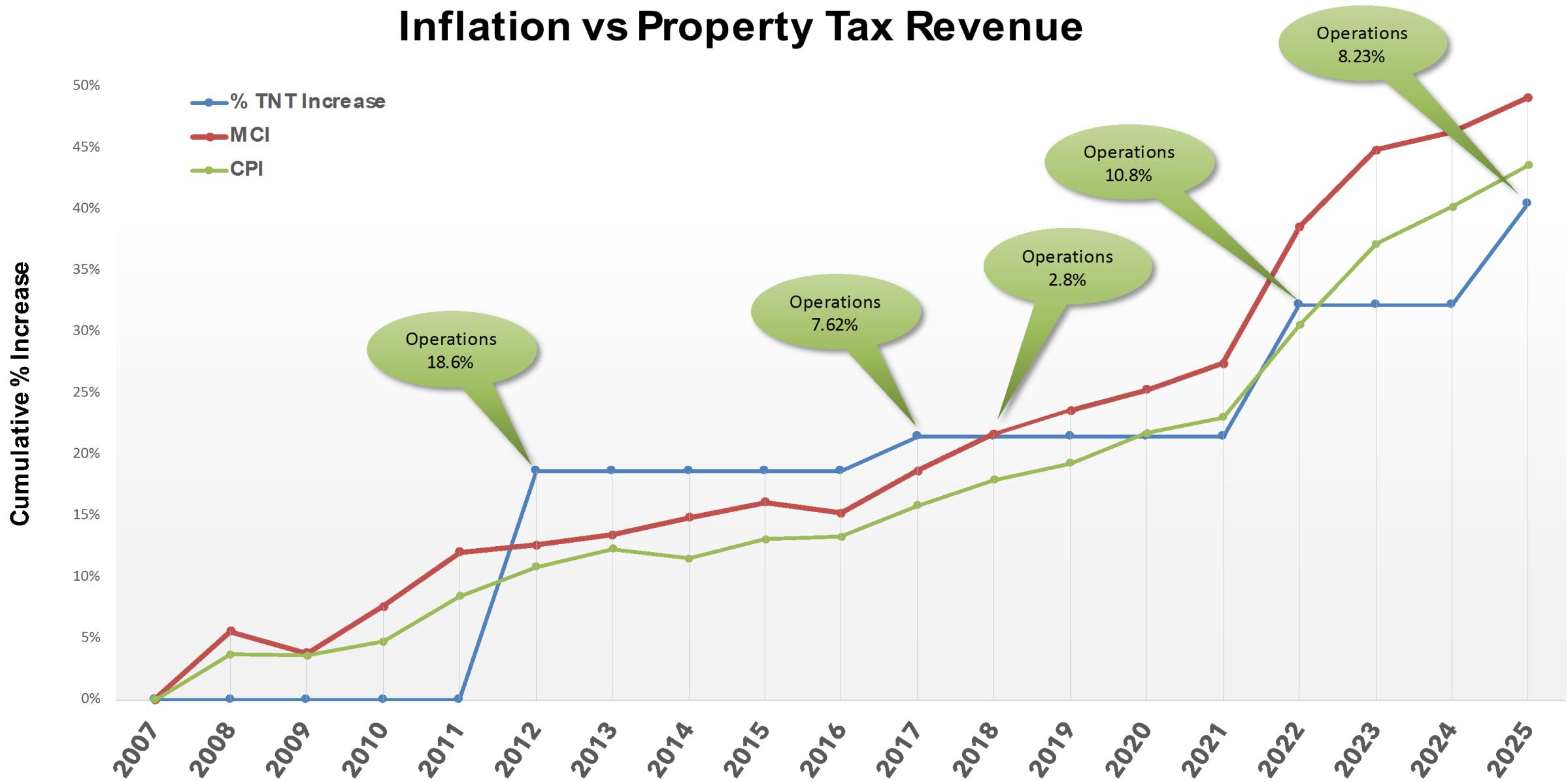
CPI and MCI are appropriate reference points

- Provide objective, externally recognized measures of inflation
- Municipal Cost Index (MCI) better reflects public-sector cost drivers than CPI alone
- Benchmarking improves credibility, transparency, and consistency
- Supports disciplined, data-driven Council decision-making

Policy clarification

- Benchmarks inform consideration — they do not mandate outcomes
- Final decisions remain subject to Council judgment and public process

Inflation vs Property Tax Revenue



% TNT Increase	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
MCI	0.0%	0.0%	0.0%	0.0%	23.5%	0.0%	0.0%	0.0%	0.0%	4.7%	-0.2%	0.0%	0.0%	0.0%	0.0%	-0.5%	0.0%	0.0%	-3.9%
CPI	0.0%	3.7%	-0.1%	1.2%	3.7%	2.4%	1.5%	-0.8%	1.6%	0.2%	2.5%	2.1%	1.4%	2.4%	1.3%	7.5%	6.6%	3.0%	3.4%

Purpose of this Resolution

- Acknowledges that the cost of City Operations generally increase over time and the CPI and MCI are credible measures of increased market costs of operation.
- Establishes intent to raise the certified tax rate annually to meet inflationary costs
- Does not mandate or guarantee a tax increase
- Preserves full Council discretion each year
- Requires compliance with all Truth in Taxation laws

January 22, 2025

MEMORANDUM

TO: CITY COUNCIL
FROM: IFO PILI, CITY MANAGER
RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. the 2nd and 4th Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. the 2nd and 4th Tuesday unless otherwise noted.

January 2026

January 28, 2026 <i>Wednesday</i>	Ability Inclusion Services Ribbon Cutting & Open House, 2 PM; 2574 S Redwood Rd
January 28, 2026 <i>Wednesday</i>	Utah Grizzlies vs Greenville Swamp Rabbits, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
January 29, 2026 <i>Thursday</i>	Retirement Celebration for Lieutenant MT Johnson, 3 PM w/ Send off at 4:15; WV Police Department, 3577 Market St
January 30, 2026 <i>Friday</i>	Utah Grizzlies vs Greenville Swamp Rabbits, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
January 31, 2026 <i>Saturday</i>	Utah Grizzlies vs Greenville Swamp Rabbits, 7:10 PM; Maverik Center, 3200 Decker Lake Dr

February 2026

February 2, 2026 <i>Monday</i>	Stars vs San Diego Clippers, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 4, 2026 <i>Wednesday</i>	Stars vs San Diego Clippers, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 6, 2026	Community First Friday – Valentine Paint Night, 5:30-7:30 PM;

<i>Friday</i>	UCCC, 1355 W 3100 S
February 6, 2026 <i>Friday</i>	Stars vs Westchester Knicks, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 7, 2026 <i>Saturday</i>	Vietnamese New Year Celebration – Co-Lab Event, 10 AM to 4 PM; UCCC, 1355 W 3100 S
February 7, 2026 <i>Saturday</i>	Stars vs Westchester Knicks, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 10, 2026 <i>Tuesday</i>	Utah Grizzlies vs Idaho Steelheads, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
February 11, 2026 <i>Wednesday</i>	WVC Leadership Seminar (Registration Required) 8 AM – 4 PM; UCCC, 1355 W 3100 S
February 13, 2026 <i>Friday</i>	WinterFest, 5:30-7:30 PM; Acord Ice Center, 5353 W 3100 S
February 13, 2026 <i>Friday</i>	Utah Grizzlies vs Bloomington Bison, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
February 14, 2026 <i>Saturday</i>	The Most Heartless Ball – Co-Lab Event, 7-11 PM; UCCC, 1355 W 3100 S
February 14, 2026 <i>Saturday</i>	Utah Grizzlies vs Bloomington Bison, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
February 16, 2026 <i>Monday</i>	President's Day/City Offices Closed
February 16, 2026 <i>Monday</i>	Utah Grizzlies vs Bloomington Bison, 3:10 PM; Maverik Center, 3200 Decker Lake Dr
February 18, 2026 <i>Wednesday</i>	PBS Utah – Roots Race and Culture, 4:30-8:30 PM; UCCC, 1355 W 3100 S
February 19, 2026 <i>Thursday</i>	Budget Retreat, 2-7 PM; UCCC, 1355 W 3100 S
February 19, 2026 <i>Thursday</i>	Stars vs Oklahoma City Blue, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 20, 2026 <i>Friday</i>	Budget Retreat, 8:30 AM to 5 PM; UCCC, 1355 W 3100 S

February 20, 2026 <i>Friday</i>	Stars vs Oklahoma Blue, 6 PM; Maverik Center, 3200 Decker Lake Dr
February 21, 2026 <i>Saturday</i>	Ramon Ayala, 8:30 PM; Maverik Center, 3200 Decker Lake Dr
February 25, 2026 <i>Wednesday</i>	Utah Grizzlies vs Tahoe Knight Monsters, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
February 27, 2026 <i>Friday</i>	Utah Grizzlies vs Tahoe Knight Monsters, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
February 28, 2026 <i>Saturday</i>	Utah Grizzlies vs Tahoe Knight Monsters, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
March 2026	
March 4, 2026 <i>Wednesday</i>	U.S. Synchronized Skating Championship, 10 AM; Maverik Center, 3200 Decker Lake Dr
March 5, 2026 <i>Thursday</i>	U.S. Synchronized Skating Championship, 9 AM; Maverik Center, 3200 Decker Lake Dr
March 6, 2026 <i>Friday</i>	U.S. Synchronized Skating Championship, 9:30 AM; Maverik Center, 3200 Decker Lake Dr
March 7, 2026 <i>Saturday</i>	U.S. Synchronized Skating Championship, 7:45 AM; Maverik Center, 3200 Decker Lake Dr
March 8, 2026 <i>Sunday</i>	Ricardo Arjona, 8 PM; Maverik Center, 3200 Decker Lake Dr
March 12, 2026 <i>Thursday</i>	Utah Grizzlies vs Tulsa Oilers, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
March 13, 2026 <i>Friday</i>	Jeff Dunham, 7 PM; Maverik Center, 3200 Decker Lake Dr
March 14, 2026 <i>Saturday</i>	Utah Grizzlies vs Tulsa Oilers, 7:10 PM; Maverik Center, 3200 Decker Lake
March 15, 2026 <i>Sunday</i>	Utah Grizzlies vs Tulsa Oilers, 3:10 PM; Maverik Center, 3200 Decker Lake Dr

March 21, 2026 <i>Saturday</i>	BIG 12 Gymnastics Championship, Session 1: 12 PM / Session 5 PM; Maverik Center, 3200 Decker Lake Dr
March 24, 2026 <i>Tuesday</i>	Stars vs Santa Cruz Warriors, 6 PM; Maverik Center, 3200 Decker Lake Dr
March 26, 2026 <i>Thursday</i>	Utah Grizzlies vs Allen Americans, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
March 27, 2026 <i>Friday</i>	Turnpike Troubadours: Wild America Tour, 7 PM; Maverik Center, 3200 Decker Lake Dr
March 28, 2026 <i>Saturday</i>	Dinastia Tour by Peso Pluma & Friends, 8 PM; Maverik Center, 3200 Decker Lake Dr
March 29, 2026 <i>Sunday</i>	Utah Grizzlies vs Allen Americans, 3:10 PM; Maverik Center, 3200 Decker Lake Dr
April 2026	
April 1, 2026 <i>Wednesday</i>	Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 3, 2026 <i>Friday</i>	Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 4, 2026 <i>Saturday</i>	Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 7, 2026 <i>Tuesday</i>	Utah Grizzlies vs Idaho Steelheads, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 8, 2026 <i>Wednesday</i>	Utah Grizzlies vs Rapid City Rush, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 10, 2026 <i>Friday</i>	Utah Grizzlies vs Rapid City Rush, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 11, 2026 <i>Saturday</i>	Utah Grizzlies vs Rapid City Rush, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
April 12, 2026 <i>Sunday</i>	Utah Grizzlies vs Rapid City Rush, 7:10 PM; Maverik Center, 3200 Decker Lake Dr

April 15, 2026 <i>Wednesday</i>	Warren Zeiders, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
April 19, 2026 <i>Sunday</i>	International Arena League Football, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
April 24, 2026 <i>Monday</i>	Ricardo Montaner, 8 PM; Maverik Center, 3200 Decker Lake Dr
May 2026	
May 1, 2026 <i>Friday</i>	Bush, 7 PM; Maverik Center, 3200 Decker Lake Dr
May 5, 2026 <i>Tuesday</i>	Puscifer, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
May 9, 2026 <i>Saturday</i>	Charlie Puth, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
May 10, 2026 <i>Sunday</i>	International Arena League Football, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
May 14, 2026 <i>Thursday</i>	Stars on Ice, 7 PM; Maverik Center, 3200 Decker Lake Dr
May 25, 2026 <i>Monday</i>	Memorial Day/City Offices Closed
June 2026	
June 3, 2026 <i>Wednesday</i>	Pitbull, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 6, 2026 <i>Saturday</i>	International Arena League Football, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
June 15, 2026 <i>Monday</i>	Juneteenth/City Offices Closed
June 17, 2026 <i>Wednesday</i>	Alex Warren, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

June 19, 2026 <i>Friday</i>	Rod Stewart, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 26, 2026 <i>Friday</i>	MGK, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 27, 2026 <i>Saturday</i>	International Arena League Football, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
July 2026	
July 3, 2026 <i>Friday</i>	Josh Groban w/ Special Guest Jennifer Hudson, 8 PM; Maverik Center, 3200 Decker Lake Dr
July 4, 2026 <i>Saturday</i>	Independence Day/City Offices Closed
July 4, 2026 <i>Saturday</i>	International Arena League Football, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
July 12, 2026 <i>Sunday</i>	International Arena League Football, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
July 17, 2026 Lake <i>Friday</i>	The Avett Brothers, 7:30 PM; Maverik Center, 3200 Decker Dr
July 18, 2026 <i>Saturday</i>	Treaty Oak Revival - West Texas Degenerate Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 19, 2026 <i>Sunday</i>	International Arena League Football, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
July 22, 2026 Wednesday	Olivia Dean, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 23, 2026 <i>Thursday</i>	Riley Green, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 24, 2026 <i>Friday</i>	Pioneer Day/City Offices Closed

July 25, 2026 Saturday	Evanescence, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 2026	
August 3, 2026 <i>Monday</i>	Meghan Trainor, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
August 19, 2026 <i>Wednesday</i>	Train, 6:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 21, 2026 <i>Friday</i>	TOTO + Christopher Cross + The Romantics, 6:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 24, 2026 <i>Monday</i>	Ricardo Montaner, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 25, 2026 <i>Tuesday</i>	Avenged Sevenfold and Good Charlotte: North American Tour, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 26, 2026 <i>Wednesday</i>	5 Seconds of Summer: EVERYONE'S A STAR! World Tour, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 30, 2026 <i>Sunday</i>	Styx & Chicago, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 2026	
September 4, 2026 <i>Friday</i>	Jack Johnson, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 7, 2026 <i>Monday</i>	Labor Day/City Offices Closed
September 21, 2026 <i>Monday</i>	Mötley Crüe, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 22, 2026 <i>Tuesday</i>	Five Finger Death Punch, 6:45 AM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

October 2026

October 10, 2026 <i>Saturday</i>	Doja Cat, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
October 12, 2026 <i>Monday</i>	Indigenous People's Day/City Offices Closed
October 17, 2026 <i>Saturday</i>	GUTFELD LIVE '26 Featuring Greg Gutfeld and special guest Tom Shillue, 7 PM; Maverik Center, 3200 Decker Lake Dr

November 2026

November 11, 2026 <i>Wednesday</i>	Veteran's Day/City Offices Closed
November 26, 2026 <i>Thursday</i>	Thanksgiving/City Offices Closed

December 2026

December 24, 2026 <i>Thursday</i>	Christmas Eve/City Offices Closed
December 25, 2026 <i>Friday</i>	Christmas Day/City Offices Closed