



# WEST VALLEY CITY

The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, February 10, 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 27, 2026
4. Review Agenda for Regular Meeting of February 10, 2026
  - A. Regular Meeting Agenda
5. Resolutions:
  - A. 26-19: Approve an Executive Order to Amend the Personnel Policies and Procedures Manual

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.

B. 26-20: Approve the Purchase of Email Security Software and Services

C. 26-21: Approve a Franchise Agreement Between Emery Telcom and West Valley City for a Telecommunications Network in the City

6. Authorize Consent Agenda for Regular Meeting of February 24, 2026

7. Communications:

A. PSRB Update (10 min)

B. Ethics and Open Meeting Training (10 min)

C. Enforcement in HOA's (5 min)

D. Pop-Up Vendor Discussion (10 min)

E. Land Planning Discussion for Property Located at Approximately 1300 West 3300 South (10 min)

F. Legislative Update

G. Council Calendar



8. New Business:

A. Potential Future Agenda Items

B. Council Reports

9. Motion for Closed Session (if necessary)

10. Adjourn



## WEST VALLEY CITY

City Council Study Meeting

January 27, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JANUARY 27, 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  
Tumi Young, Chief Code Enforcement Officer  
Jake Arslanian, Facilities Director  
Harold Moleni, Administrative Analyst  
Lauren McPeak, Administrative Analyst  
Travis Crosby, IT

**APPROVAL OF MINUTES OF THE JANUARY 13, 2026 STUDY MEETING AND JANUARY 20, 2026 SPECIAL MEETING**

The Council considered the Minutes of the January 13, 2026 Study Meeting and the January 20, 2026 Special Meeting. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the January 13, 2026 Study Meeting and January 20, 2026 Special Meeting. Councilmember Huynh seconded the motion.

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

**INTRODUCTION OF NEW EMPLOYEES**

Melanie Bennet introduced Kim Endicott from Animal Control Services.

Tumi Young introduced Matthew Peterson from the Code Enforcement Department.

Chief Jacobs introduced Alex Kirkwood and Branden Welsh from the Police Department.

Dan Johnson introduced Mason Briggs and Tre Sosi from the Public Works Department.

**REVIEW AGENDAS FOR REGULAR CITY COUNCIL AND SPECIAL REDEVELOPMENT AGENCY MEETINGS OF JANUARY 27, 2026**

Mayor Lang reminded the Mayor and Council that the Redevelopment Agency meeting would need to be the first meeting this evening.

Andy Carroll reported that the Maverik Center’s four original elevators, installed in 1997, are in need of critical repair and modernization.

- The main 8,000-pound freight elevator near the loading dock has been deemed unsafe since late spring and is currently out of service.
- A second freight elevator located in the kitchen is also not operational. These freight elevators are essential for transporting food service items and for moving show equipment to the fourth floor for rigging. Due to the primary freight elevator outage, event crews have been routing equipment through the kitchen elevator, which is not functioning properly.

All elevators are experiencing significant mechanical and control system issues. Replacement parts for the original 1997 control systems are no longer manufactured, requiring full control system upgrades. Additional needed improvements include new hydraulic pumps and other components necessary to bring the elevators up to current code. The two passenger elevators will also receive updated control systems and hydraulic equipment, along with interior renovations such as new lighting. Interior cosmetic upgrades are not planned for the freight elevators.

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 Meeting or Special Redevelopment Agency Meeting scheduled later this night.

**PUBLIC HEARINGS SCHEDULED FOR FEBRUARY 10, 2026**

**A. ACCEPT PUBLIC INPUT REGARDING TOTAL COMPENSATION INCREASE OF MUNICIPAL EXECUTIVE OFFICERS FOR FISCAL YEAR 2025-2026**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public comments regarding total Compensation Increase of Municipal Executive Officers for Fiscal Year 2025-2026

Paula Melgar, HR Director, stated that, in alignment with the City’s compensation and competitiveness plans, employee salaries are being adjusted to mid-market levels. Some of these adjustments impact certain executive officers. In accordance with Utah law, a public hearing will be held to address these salary changes.

Ifo Pili, City Manager, stated that employees did not receive pay increases this past year while the City conducted a compensation study. The updated approach focuses strictly on aligning pay with market rates rather than using cost-of-living adjustments (COLAs). As part of this market-based compensation model, a 1% general increase is being proposed. Existing salary savings are sufficient to cover the cost of these adjustments, so most of the changes do not require Council approval. However, any salary increases affecting executive officers must be brought forward in accordance with state statute. A budget amendment will be processed to reallocate funds from salary savings to cover the increases, without increasing the overall budget. The estimated total cost for the remainder of the year is approximately \$300,000.

**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**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public comments 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.

Proposed Ordinance 26-03 and Resolution 26-08 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: 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)**

Steve Pastorik, CD Director, discussed proposed Ordinance 26-03 that would 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).

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

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.

**ACTION: 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**

Steve Pastorik, CD Director, discussed proposed Resolution 26-08 that would 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.

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

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.

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.

Councilmember Wood asked what would happen to the project if the surplus properties from the City and UDOT are not approved. Steve explained that the applicant would need to decide whether to move forward with the proposal. He noted that two parcels highlighted in red were formerly owned by UDOT and were surplus as part of the Mountain View Corridor project. During the original transaction, UDOT was unaware it owned these narrow strips of property, making the current request essentially a cleanup action that would likely have been included in the initial sale had they known. UDOT has approved the applicant moving forward with a rezone of those parcels. Indications are that UDOT supports completing the sale. Final action depends on whether the City is willing to sell its portion of property, which is a decision for the Council.

Mayor Lang asked what type of wall is required. Steve replied that there is a specific precast wall that is required on Mountain View Corridor. He noted that the south side of the property would need to be a solid screen wall. Mayor Lang asked if vans were the only equipment being stored in the storage yard. Steve replied yes. Mayor Lang suggested adding language to the Development Agreement that prohibits any other type of storage. She also suggested requiring that no outside work be done to the Development Agreement.

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 27, 2026**

-6-

Councilmember Wood asked if there would be any buildings in the storage yard area. Steve replied there is a potential for the future but not proposed at this time. He noted that would go to the Planning Commission as a Conditional Use and would not be reviewed by the Council.

After a brief discussion, a majority of the Council agreed to add a restriction that only vans can be stored in the outside storage yard.

Leo Betts, Wadsworth Development, stated that the project is being completed in partnership with King B. Vans. All work activities will occur inside the building, which is why overhead doors are included to allow vans to be brought indoors. He emphasized that the original and ongoing intent of the space is solely for the storage of new vans.

The City Council will consider Ordinance 26-03 and Resolution 26-08 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M.

**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**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public comments 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

Proposed Ordinance 26-04 and Resolution 26-09 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: 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)**

Steve Pastorik, CD Director, discussed proposed Ordinance 26-04 that would 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)

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

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.

**ACTION: 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**

Steve Pastorik, CD Director, discussed proposed Resolution 26-09 that would 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.

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

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.

Councilmember Harmon asked if there are building height restrictions in this area. Steve replied that there is a height limit in the C-1 zone but not in C-2. He noted that there are minimum setback requirements however and the setback may need to be increased depending on the height of the building. Steve added that with the orientation of the parking lot and the buffer of the canal, he doesn't see this being a problem. Councilmember Wood asked what the traffic impact study will help. Steve replied that it will likely show if there is a need for access restrictions. Councilmember Whetstone asked if a masonry wall will be constructed along the canal. Steve replied yes. Mayor Land stated that she feels this is a good use for the property.

Corey Rushton, property owner, stated the proposal is a natural progression of development in the area, consistent with surrounding commercial uses, existing development activity (including CVS and Mountain America Credit Union), and the City's master plan. He acknowledged the site's personal and historical significance as the Rushton Homestead Farm and expressed a desire to ensure the property is developed in a way that benefits the broader community. Around 2021, following nearby major projects and corridor changes, the family began exploring higher and better uses for the property that would contribute to the City's growing tax base. They engaged GSBS Architects to develop long-term planning scenarios, considering various uses over time. The current vision focuses on creating a neighborhood-serving, mixed-use commercial area with quality tenants that provide needed services and amenities for local residents. Corey noted they have intentionally declined certain high-revenue but less desirable uses, such as car washes and charter schools, in favor of businesses that better fit the community vision. He highlighted a proposed medical office component, in partnership with a developer specializing in medical facilities, as a strong anchor use—particularly given proximity to the hospital. The goal is to create a walkable area where residents can access services such as healthcare, banking, dining, and retail in one location. Corey also discussed site design considerations, including reducing the number of access points from four to two and aligning them with public streets for improved traffic flow and safety. He noted a requested exception related to potential drive-through service configuration for a prospective tenant, explaining that modern operations often rely on mobile ordering but flexibility is requested to accommodate future operational needs. Finally, he addressed concerns about building height and compatibility with nearby residential areas, noting there is a 6–7 foot elevation difference across the canal and that buffering and site grading will help mitigate visual and other impacts from proposed two-story office buildings.

Cal Johnson, Legend Engineering, explained the site access and layout constraints related to a proposed drive-through use on the eastern portion of the property. To align a new access point with the roadway across the street, the eastern parcel becomes narrow, limiting the types of viable uses. A small drive-through business is one of the few practical options for that space. He noted that City code requires a drive-through order board to be at least 50 feet

from a residential property line. The applicant is requesting an exception to allow the order board to be approximately 25 feet from the property line. As mitigation, the applicant proposes constructing a masonry wall along that edge and installing enhanced landscaping, including larger trees at installation and additional shrub plantings beyond code requirements. Cal stated the team evaluated alternative layouts to meet the 50-foot setback but found those options would reduce vehicle stacking space and could cause traffic to back up into the main internal drive aisle. Due to vehicle driver-side orientation, reconfiguring the drive-through layout is not feasible. The exception request is therefore presented as the most practical solution, with added buffering and landscaping to lessen potential impacts.

Mayor Lang asked where the location of the order board is. Steve replied that this is a concept plan so it's not set in stone. He indicated that the furthest possibility from the residential property line appears to be about 25 feet. He noted that the Planning Commission did not recommend the exception. Councilmember Harmon stated that he would agree with the Planning Commission and would not be in favor of allowing an exception. Councilmember Nordfelt asked how close the nearest home would be to the property line. Steve replied 10 feet.

The City Council will consider Ordinance 26-04 and Resolution 26-09 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M.

**RESOLUTION 26-10: APPROVE THE PURCHASE OF IRRIGATION CONTROL SYSTEMS AND DATA SERVICES FROM EWING IRRIGATION AND LANDSCAPE PRODUCTS AND RAIN BIRD**

Jason Erekson, Parks and Recreation Department, presented proposed resolution 26-10 that would approve the Purchase of Irrigation Control Systems and Data Services from Ewing Irrigation and Landscape Products and Rain Bird.

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

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.

Councilmember Wood asked if these are located at Centennial Park. Jason replied some of them will be located there. Mayor Lang asked if there is an auto turnoff feature that senses weather. Jason replied yes and added that staff can also manually turn them off remotely. Mayor Lang asked if the weather station is at Neil Armstrong Academy. Jason replied that the City uses the one at Salt Lake Community College.

The City Council will consider Resolution 26-10 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-11: AWARD A CONTRACT TO UTAH PROFESSIONAL LAWN CARE TO INSTALL BACKFLOW PREVENTION DEVICES**

Jason Erekson, Parks and Recreation Department, presented proposed resolution 26-11 that would award a Contract to Utah Professional Lawn Care to Install Backflow Prevention Devices.

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

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.

The City Council will consider Resolution 26-11 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-12: AWARD A CONTRACT TO KILGORE CONTRACTING FOR THE 2026 ASPHALT OVERLAY PROJECT**

Coby Wilson, Public Works, presented proposed resolution 26-12 that would award a Contract to Kilgore Contracting for the 2026 Asphalt Overlay Project.

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

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.

Councilmember Harmon asked if the Speed Humps were resident requests who went through the process and met the criteria. Coby replied yes.

The City Council will consider Resolution 26-12 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-13: APPROVE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND COTTAGES AT PEARCE FARM, L.L.C.**

Coby Wilson, Public Works, presented proposed resolution 26-13 that would approve a Reimbursement Agreement Between the City and Cottages at Pearce Farm, L.L.C.

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

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.

The City Council will consider Resolution 26-13 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-14: APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR SIDEWALK IMPROVEMENTS ON 3500 SOUTH**

Coby Wilson, Public Works, presented proposed resolution 26-14 that would approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Sidewalk Improvements on 3500 South

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

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.

Councilmember Wood asked about the timing of the project. Coby replied the goal for completion would be late summer/early fall.

The City Council will consider Resolution 26-14 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-15: AWARD A CONTRACT TO DIRTY BOYS CONTRACTING FOR THE 2025-2026 EAST SIDEWALK REPAIR PROJECT**

Dan Johnson, Public Works Director, presented proposed resolution 26-15 that would award a contract to Dirty Boys contracting for the 2025-2026 East Sidewalk Repair Project.

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

The City has a sidewalk repair program that focuses on repairing all damaged sidewalks within a neighborhood. There are many locations throughout the City that have very severe damage to the sidewalks that have largely been caused by tree roots. This project concentrates on those severely damaged sidewalks 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.

Councilmember Wood asked for an update on the west side repairs. Dan replied that the project is in progress. Councilmember Harmon requested a map for this project.

The City Council will consider Resolution 26-15 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-16: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MAGNA CITY FOR AUDIBLE PEDESTRIAN SIGNALS**

Dan Johnson, Public Works Director, presented proposed resolution 26-16 that would authorize the Execution of an Interlocal Cooperation Agreement with Magna City for Audible Pedestrian Signals.

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

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.

The City Council will consider Resolution 26-16 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**RESOLUTION 26-17: APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR STORM WATER DETENTION IMPROVEMENTS**

Dan Johnson, Public Works Director, presented proposed resolution 26-17 that would approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Storm Water Detention Improvements.

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

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.

The City Council will consider Resolution 26-17 at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**CONSENT AGENDA SCHEDULED FOR FEBRUARY 10, 2026**

**A. RESOLUTION 26-18: ACCEPT A WARRANTY DEED FROM R&E INVESTMENT, L.C. FOR PROPERTY LOCATED AT APPROXIMATELY 3400 WEST AND 2400 SOUTH**

Mayor Lang discussed proposed Resolution 26-18 that would accept a Warranty Deed From R&E Investment, L.C. for Property Located at Approximately 3400 West and 2400 South.

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

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.

The City Council will consider Resolution 26-18 on the Consent Agenda at the Regular Council Meeting scheduled February 10, 2026 at 6:30 P.M

**AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF FEBRUARY 10, 2026**

The Council agreed to all items to the Consent Agenda for the February 10, 2026 Regular City Council Meeting at 6:30 PM.

**COMMUNICATIONS**

**A. UNIVERSITY OF UTAH HOSPITAL UPDATE**

Gina Hawley and Dr. Aaron Prussin provided a PowerPoint presentation summarized as follows:

- Building Our Vision
  - o ~ 740,000 square feet
  - o 28 acre site
  - o 146 feet tall
  - o 140 Inpatient Hospital Beds
  - o 220 Outpatient Exam Rooms (Comprehensive, Multi-Specialty)
  - o Emergency Room
  - o Operating and Procedure Rooms
  - o > 1,200 staff
- Recent Updates
- Community Connections
  - o 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
- Expert Input: Collaboration in Design
  - o **Look and Feel**
    - UofU Health's Great Standards
    - Welcoming, Open, Warm
    - Enough space for families and visitors
    - Multilingual Patient Support
  - o **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
- Navigating the Site

Rylee Curtis stated that the team continues to work with community members and great feedback has come from residents. Councilmember Wood asked if there will be life flight services. Dr. Prussin replied yes. Mayor Lang asked where the temporary clinic building will be located in relation to the hospital. Dr. Prussin replied on the north side. Mayor Lang asked what the building will be after the hospital is constructed. Dr. Prussin replied that it is a modular unit so there is flexibility and options.

The Mayor and Council had no further questions or concerns.

**B. UTAH TRANSIT AUTHORITY (UTA) UPDATE**

Carlton Christensen, UTA, provided a PowerPoint presentation summarized as follows:

- Midvalley Express (MVX)
  - 10 new electric buses
  - 15-minute service
  - Traffic signal priority (TSP)
  - Comfortable, sheltered station seating
  - 4 WVC stations along 2700 West
  - Service begins on April 12, 2026 (UTA Change Day)
- 5600 W Enhanced Bus Route
  - Increase UTA Services for the growing population of West Salt Lake County
  - Improve Regional Mobility by reducing roadway congestion and supporting increased transit availability
  - Connect West Salt Lake County with more access to major employment centers

- Project elements
  - o 29 miles across four cities
  - o 22 new bus stops/4 new park and rides
  - o Direct service to key destinations
  - o 15-minute service
  - o Enhanced stops with amenities
  - o Enhanced existing service
- Project Area
- Schedule
  - o Environmental Review/Preliminary Design
    - Fall 2023-Spring 2024
  - o Final design
    - Fall 2024- Spring 2026
  - o Construction
    - Early 2027- Spring 2028
  - o Revenue Service
    - Spring 2028

Mayor Lang asked how long it would take to travel from the hospital/Murray station to the City's station, noting that service is expected to run approximately every 15 minutes. Carlton replied that he isn't positive but not more than 20 minutes.

The Mayor and Council had no further questions or concerns.

**C. SHORT-TERM RENTALS UPDATE**

Steve Pastorik, CD Director, provided a PowerPoint presentation summarized as follows:

- Short Term Rentals (STR'S)
  - o How do we currently regulate STRs?
  - o How many STRs do we have now?
  - o What State limitations exist on STR regulation?
  - o How are STRs regulated in other communities?
- How do we currently regulate STR's
  - o Handled like other rental properties:
    - A business license is required.
    - A drive by exterior inspection is performed.
    - An STR in an R-1 zone can't be a duplex or a boarding home.
  - o One distinction from other rentals – a home with a legal ADU cannot rent the ADU as an STR.
- How many STR units do we have now?
  - o Searching for date ranges from early to late spring of 2026, we found:
    - VRBO: 46 (most of these were also on Airbnb)

- Airbnb: 86
- What State limitations exist on STR Regulation?
  - Utah Code Section 10-8-85.4 basically states that cities can't enforce against an STR solely for the act of listing an STR on an STR website.
  - A city can enforce against an STR and use the listing as evidence if the city has additional information to support the position that the STR owner violated the city's ordinance.
- How are STR's regulated in other communities?
  - We looked at St. George, Moab, and Park City.
    - Types of regulations found in all 3 communities:
      - License required
      - Length of stay (less than 30 days)
      - Zones where STRs are allowed
      - Parking
      - Local management
    - Unique regulations found in 1 of the 3 communities:
      - Separation between STRs
      - Operational standards like cleaning frequency
      - Minimum lot size
      - Conditional use required in certain zones
      - Frontage on a major street required

Mayor Lang requested a list of ways that residents can express complaints regarding ADU's and find ways to verify under State Code. After discussion, the Council recommended that staff look into ways of notifying the County Assessor of rental properties for tax value.

The Mayor and Council had no further questions or concerns.

#### **D. PROPERTY TAX DISCUSSION**

Jim Welch, Finance Director provided a PowerPoint presentation summarized as follows:

- 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
- Purpose of 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

Councilmember Whetstone asked if there is a correlation between CPI and sales tax revenue. Jim explained that a significant portion of City revenue comes from sales tax and energy tax revenues, both of which tend to respond to inflation but are not directly proportional and can be highly volatile. During economic downturns, sales tax revenues can decline sharply. Sales tax makes up approximately 40% of the City’s total revenue, making the City’s largest revenue source also one of its most unstable. He noted the City is comparatively well-balanced in its revenue structure, with property tax serving as part of a more stable “three-legged stool” funding model. Jim then outlined a proposed resolution included in the Council packet. The resolution would link potential annual property tax increases to the Municipal Cost Index or Consumer Price Index, capped at 3%. The policy would not mandate an increase but would preserve Council discretion each year, consistent with legal requirements and Truth in Taxation laws. He emphasized the importance of long-term fiscal responsibility. Councilmember Whetstone asked if any other cities are doing this. Jim replied that other cities are talking about it but there are no cities who have done this in Utah.

Mayor Lang asked if this could be decided at a later date, perhaps during the budget retreat. Jim recommended sometime before May but noted that legislative changes could impact this resolution. Councilmember Harmon stated that this resolution is basically a calendar reminder to discuss property tax increases each year. Councilmember Whetstone asked if a public hearing would need to be held for this resolution. Jim replied no.

Councilmember Nordfelt stated that he could see an advantage to a resolution. Mayor Lang agreed and noted that it would be helpful for property owners and business owners to plan for a 3% increase.

The Mayor and Council had no further questions or concerns.

**E. LEGISLATIVE WRAP-UP**

Sam Johnson, Director of Communications and Legislative Affairs, provided a legislative session update and thanked City staff for their responsiveness and support in gathering information. He reported that the City participated in the “Day on the Hill” event with 12 Youth City Council members in attendance. He thanked the Parks Department for transportation support and noted participation from Councilmembers Wood and Whetstone, City Manager Ifo Pili, and Assistant City Manager John Flores. Sam reported that numerous bills are being introduced this session. He highlighted a proposed bill that would restructure the UTA governing board from a three-member trustee model to a seven-member commission, with appointments made by the House, Senate, and Governor. He noted this change is not expected to have a major direct impact on the City. He stated he is monitoring many public safety–related bills and is working closely with the Police and Fire Chiefs to understand potential impacts. He also noted ongoing coordination with the Utah League of Cities and Towns and thanked the Council for supporting continued participation with the League. Sam advised that potential legislation regarding property tax changes and a forthcoming homeless shelter bill could affect the City, but details are not yet available. He committed to providing updates as more information becomes available and expects to deliver another report at the session’s midpoint in two weeks. He also noted that a legislative bill tracker will be provided once it is organized.

Councilmember Whetstone asked if there are bills preempting City land use authority. Sam replied yes and noted that these are being monitored closely.

The Mayor and Council had no further questions or concerns.

**F. 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**

Nichole Camac stated that there are some technical difficulties occurring with the system and indicated that a full reboot may be needed in between meetings which could take up to 15 minutes.

Councilmember Harmon stated that he would like to discuss “pop-up vendors”, including food trucks, flower sales, etc.

Councilmember Nordfelt asked when a communication would be scheduled for enforcement in HOA’s. Nichole replied that this has been scheduled for February 10<sup>th</sup>.

Councilmember Wood asked for an update on the Parks study that was conducted.

**B. COUNCIL REPORTS**

**COUNCILMEMBER CHRISTENSEN**

Councilmember Christensen stated that he attended the NCAAP First Responder Awards luncheon. He noted he also attended the community General Plan kick off meeting.

**COUNCILMEMBER WHETSTONE**

Councilmember Whetstone stated that he attended a great tour of Northrup Grumman

**COUNCILMEMBER WOOD**

Councilmember Wood stated that she had to present herself to a committee at the Utah Capitol to become a member of the Jordan Valley Water Conservancy District. She indicated she also attended the Chamber West Annual Meeting.

**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 27, 2026 WAS ADJOURNED AT 6:35 PM BY MAYOR LANG.

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 27, 2026**

**-22-**

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 27, 2026.

---

Nichole Camac, MMC  
City Recorder

DRAFT



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, February 10, 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 Whetstone

4. Approval of Minutes:

- A. January 27, 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*

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.

*comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)*

6. Public Hearings:

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. Consent Agenda:

- A. Reso 26-10: Approve the Purchase of Irrigation Control Systems and Data Services from Ewing Irrigation and Landscape Products and Rain Bird
- B. Reso 26-11: Award a Contract to Utah Professional Lawn Care to Install Backflow Prevention Devices
- C. Reso 26-12: Award a Contract to Kilgore Contracting for the 2026 Asphalt Overlay Project
- D. Reso 26-13: Approve a Reimbursement Agreement Between the City and Cottages at Pearce Farm, L.L.C.
- E. Reso 26-14: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Sidewalk Improvements on 3500 South
- F. Reso 26-15: Award a Contract to Dirty Boys Contracting for the 2025-2026 East Sidewalk Repair Project
- G. Reso 26-16: Authorize the Execution of an Interlocal Cooperation Agreement with Magna City for Audible Pedestrian Signals
- H. Reso 26-17: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Storm Water Detention Improvements

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

8. New Business:

A. Ord 26-05: Amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees

9. Motion for Closed Session (if necessary)

10. Adjourn



*Description:* Personnel Policies and Procedures Manual Update

*Fiscal Impact:* NA

*Funding Source:* NA

*Account #:* NA

*Budget Opening Required:*

---

**Issue:**

A resolution authorizing the City to amend through Executive Order the Personnel Policies and Procedures Manual for its employees.

**Summary:**

This resolution will update the Personnel Policies and Procedures manual to reflect proposed changes to Part 2.VI.

**Background:**

A PTO Cash-In Schedule was implemented in November 2024 and applies to both the City's PTO Cash-In Program and termination payouts. Under that schedule, accrued PTO is paid out at a percentage based on an employee's years of service.

This update revises the policy so that employees who resign in good standing are eligible to receive payment for all accrued PTO, up to the maximum allowable 320 hours.

**Recommendation:**

Approve the resolution and amendment through Executive Order to our Personnel Policies and Procedures Manual.

Department: Human Resources

Submitted by: Paula Melgar

Date: 2/3/26



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN EXECUTIVE ORDER TO AMEND  
THE PERSONNEL POLICIES AND PROCEDURES MANUAL.**

**WHEREAS**, pursuant to Title 3 of the West Valley City Municipal Code, the City Manager is authorized to issue an executive order amending personnel policies, subject to the advice and consent of the City Council; and

**WHEREAS**, updates to the City’s Personnel Policies and Procedures Manual have been prepared to amend payment of accrued leave upon voluntary termination of employment; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the City Council consents to the issuance of an executive order by the City Manager making said updates to the Personnel Policies and Procedures Manual.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**EXECUTIVE ORDER NO. \_\_\_\_\_**

**FROM: Ifo Pili, City Manager**

**DATE: \_\_\_\_\_**

*An Executive Order Amending the West Valley City  
Policies and Procedures Manual*

**WHEREAS**, City Staff has monitored and reviewed statutes, case law, and practical application of the West Valley City Policies and Procedures Manual (the “Manual”); and

**WHEREAS**, the City has determined that a full-value payment of accrued leave upon voluntary termination of employment is appropriate; and

**WHEREAS**, it is necessary to amend and replace these policies and procedures within the Manual; and

**WHEREAS**, these policies and procedures have been updated and presented to me.

**NOW, THEREFORE**, I hereby order the following:

1. The West Valley City Policies and Procedures Manual is amended as shown in the attached PDF.
2. This Executive Order takes effect upon my signature and approval by the West Valley City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

---

Ifo Pili  
City Manager

## Part 2

### Staffing Practices

#### VI Termination of Employment

- A. In order to terminate in good standing, the following terms and conditions apply:
1. Employees who are voluntarily terminating their employment should give the City two weeks advance, written notice. The City may choose to terminate the employee prior to the end of the two week notice depending upon the best interests of the City.
  2. Employees must complete an exit interview. Human Resources will then complete a personnel action form and place the documentation in the employee's personnel file.
- B. Employees not terminated for cause receive compensation for accrued [paid time off \(PTO\)](#), eligible compensatory time, holiday, and banked sick leave. ~~In addition, PTO will be paid out at a percentage of the total PTO hours according to the PTO Cash In Schedules 10-1 and 10-2, in Part 10, up to 320 hours (448 Fire Department 24-hour employees).~~
1. Any PTO hours over 320 hours (448 Fire Department 24-hour employees) will be forfeited.
  2. In the event an employee has been allowed to use holiday hours, prior to the holiday, all hours must be paid back to the City.
- C. Employees terminated for cause do not receive compensation for accrued PTO.
- D. Employees terminated for cause will receive:
1. A written statement citing the reason for dismissal;
  2. The effective date of the dismissal; and
  3. A statement of the status of fringe and retirement benefits after dismissal.

**Amended 11/26/24 EO 24-158**



*Description: DarkTrace Email Security*

*Fiscal Impact: Existing Budget*

*Funding Source: Existing Budget*

*Account #:*

*Budget Opening Required:*

**Issue:**

Our current email security solution has limited depth and accessibility of explanatory detail when messages are quarantined, blocked, or otherwise modified.

**Summary:**

DarkTrace provides an email security solution that applies self-learning AI to analyze intent, content, and context across thousands of data points per message, determining whether a communication “belongs” in a given environment. It detects subtle anomalies and novel attack patterns that traditional secure email gateways may miss. In addition, DarkTrace provides detailed, context-rich explanations and investigations through features such as analyst outputs and user-facing analysis tools, enabling security teams and end users to understand why an email was flagged as suspicious and respond appropriately.

**Background:**

The organization currently uses ProofPoint as its primary email security solution to protect against spam, phishing, malware, and other email-borne threats. While this platform has provided effective filtering and broad threat coverage, administrators and support staff have found that the product often lacks sufficient contextual information explaining why specific messages are blocked or flagged. This limited transparency complicates troubleshooting, increases time spent investigating user-reported issues, and can reduce confidence in automated decisions.

**Recommendation:**

*It is recommended that the organization migrate from ProofPoint to DarkTrace as its primary email security solution.*

Department: Admin / IT  
Submitted by: Ken Cushing  
Date:



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF EMAIL SECURITY SOFTWARE AND SERVICES.**

**WHEREAS**, West Valley City wishes to purchase DarkTrace software and related services to enhance the City’s email security; and

**WHEREAS**, VLCM has been awarded the State Contract to supply said software; and

**WHEREAS**, the price awarded to VLCM 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 software.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the City is hereby authorized to said software and services for an amount not to exceed \$137,118.57 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**DARKTRACE MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (TOGETHER WITH ALL APPLICABLE PRODUCT ORDER FORM(S), THE “**AGREEMENT**”) GOVERNS YOUR (“**CUSTOMER**”) ACCESS TO, AND USE OF, THE OFFERING (AS DEFINED BELOW) OR ANY PORTION THEREOF. BY SELECTING THE “ACCEPT” OPTION, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE OFFERING, OR ENTERING INTO A PRODUCT ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT, WHICH CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND DARKTRACE HOLDINGS LIMITED (“**DARKTRACE**”). IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN CUSTOMER WILL NOT BE AUTHORIZED TO DOWNLOAD, ACCESS OR USE THE OFFERING OR ANY PORTION THEREOF.

**1. Definitions.**

Certain capitalized terms used in this Agreement have the meanings attributed to them in Section 17.

**2. Order Process.**

Customer may procure the Offering directly from Darktrace or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Darktrace’s obligations and liabilities to Customer are governed by, this Agreement. Only the terms in a Product Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or Partner purchase order) that has been duly signed by Darktrace and Customer, or by Darktrace and a Partner on behalf of the Customer, will have any force or effect. Product Order Forms are non-cancellable.

**3. Fees; Payment Terms; Taxes.**

- 3.1. Fees and Payment. Customer will pay, as applicable: (i) the fees set forth in the applicable Product Order Form entered into by Customer and Darktrace to Darktrace; or (ii) the fees agreed upon by Customer and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the “**Fees**”). Where Customer is required to pay Fees to Darktrace, then unless otherwise expressly set forth on the Product Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Period (where a “year” commences on the Commencement Date and each anniversary thereof); (b) Customer will pay the Fees within 30 days after receipt of the applicable invoice by email; and (c) Darktrace reserves the right to increase the Fees payable by the Customer: (i) on 30 days’ prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Offering, provided that any such increase shall be proportionate to the increase charged by the Cloud Provider; (ii) once per year on not less than 60 days’ prior written notice, with any such adjustment taking effect from the next anniversary of the Commencement Date; or (iii) if there is any change to the Customer’s network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, in which case Darktrace shall be entitled to charge such cost to the Customer. Except as otherwise expressly provided in this Agreement, as between Darktrace and Customer, all Fees are non-refundable and non-cancellable.
- 3.2. Taxes; Late Payment. As between Darktrace and Customer: (i) Fees are exclusive of any applicable taxes, however designated; (ii) Customer will pay all such taxes levied or imposed by reason of Customer’s purchase of the Offering and the transactions hereunder; and (iii)

Darktrace may impose late charges on overdue payments at a rate equal to 1.5% per month or, if lower, the highest rate permitted by applicable law.

- 3.3. Withholding Taxes. Should Customer be required under any Applicable Law to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.

#### 4. **Offering.**

- 4.1. Evaluation Offering. Darktrace may allow Customer to use the Offering or any part thereof (including parts or features offered for preview or beta testing purposes), on a free-of-charge basis ("**Evaluation Offering**"). This Agreement also applies to access and use of the Evaluation Offering, except as follows: (i) the duration of the evaluation is 4 weeks unless otherwise specified by Darktrace in writing ("**Evaluation Period**") at the end of which period the Customer's right to access and use the Evaluation Offering will automatically terminate; (ii) the Evaluation Offering is provided "AS-IS" without warranty of any kind, and Darktrace disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Offering; and (iii) Customer may use the Evaluation Offering only for evaluation purposes and will not use the Evaluation Offering in a product testing environment.

- 4.2. Access and Use. Subject to the terms and conditions of this Agreement (including Darktrace's receipt of applicable Fees), Darktrace grants Customer a non-exclusive, non-transferable (except as expressly provided in Section 16.2), non-sublicensable license to access and use the Offering for Customer's and Customer Affiliates' internal business purposes in accordance with this Agreement and the applicable Product Specification (which is hereby incorporated into and forms part of this Agreement) during the applicable Subscription Period. Customer's access and use of the Offering is limited to the Usage Metrics set forth in the applicable Product Order Form, and Customer will be subject to the payment of additional fees if the applicable Usage Metrics are exceeded.

- 4.3. Product Specification; Customer Dependency. The Product Specification for the Offering includes additional terms and conditions applicable to Customer's access and use of the Offering. Customer will comply with all such terms and conditions, including the obligations and tasks attributed to Customer therein (each, a "**Customer Dependency**"). To the extent that Customer's delay or failure to comply with a Customer Dependency causes Darktrace to breach an obligation, Darktrace will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Customer Dependency.

- 4.4. Appliances. Where the Offering includes the Appliance(s), then unless otherwise agreed to in writing between the parties, title to all Appliances (and all components thereof) provided by Darktrace to Customer under this Agreement will always remain with Darktrace. Customer acknowledges and agrees that the Appliances are provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Upon termination of the Subscription Period, Customer will promptly return all Appliances to Darktrace (or to the applicable Partner) in accordance with Darktrace's (or applicable Partner's) instructions. Customer's use of any Appliance is subject to the applicable Product Specification.

- 4.5. Services. Darktrace will provide to Customer the Services set forth in the Product Order Form. Support Services will be provided in accordance with the Support Terms, which are hereby incorporated into and form part of this Agreement.

- 4.6. Restrictions. Customer will not, with respect to the Offering (or any portion thereof): (i) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement;

(ii) modify or create derivative works of the Offering, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Customer Affiliates or Outsource Providers as expressly permitted herein); (v) use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (vi) interfere with, or disrupt the integrity or performance of, the Offering; (vii) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Offering features provided by Darktrace for use expressly for such purposes; (viii) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (ix) employ or authorize a Darktrace competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (x) disclose the contents of Alerts, reports or other output of the Offering to third-parties other than Customer Affiliates or Outsource Providers without Darktrace's prior written consent; (xi) use the Offering to circumvent the security of a third party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or (xii) cause, encourage or assist any third party to do any of the foregoing.

- 4.7. Customer Affiliates. Customer will ensure that any Affiliate of Customer ("**Customer Affiliate**") using or accessing the Offering, or benefitting from Customer's use of the Offering, complies with this Agreement. Customer is responsible for Customer Affiliates' acts and omissions in connection with their access to, or use of, the Offering.
- 4.8. Open Source Software. Darktrace uses certain open source software in its products. Copies of, or references to, open source software licenses may be set out in a text file, installation file or folder accompanying the open source software.
- 4.9. Ownership. All Software is provided on a subscription access basis, not sold. Subject to the limited rights expressly granted hereunder, Darktrace reserves and, as between the parties will solely own, the Offering and all right, title and interest (including all Intellectual Property Rights) in and to the Offering. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.10. Feedback. Darktrace may freely use any feedback, suggestions, comments or the like that Customer provides to Darktrace with regard to the Offering.

## **5. Outsource Providers and Third-Party Services.**

- 5.1. Outsource Providers. If Customer contracts with an Outsource Provider, Customer may permit such Outsource Provider to exercise all or any portion of the rights granted to Customer in Section 4.2 solely on Customer's or the Customer Affiliates' behalf. If Customer permits an Outsource Provider to use or access the Offering on Customer's or a Customer Affiliate's behalf, Customer will make sure all Outsource Providers comply with the terms of this Agreement and Customer will be liable for any breach of this Agreement by an Outsource Provider.

- 5.2. Third-Party Services. Darktrace does not support or guarantee integration with third party technologies or services ("**Third-Party Services**") unless otherwise expressly set out in a Product Order Form or otherwise agreed to by Darktrace in writing. Darktrace: (i) does not provide any aspect of the Third-Party Services; and (ii) is not responsible for any compatibility issues or errors in the Offering or Third-Party Services caused in whole or in part by the Third-Party Services.

## **6. Customer Obligations and Customer Data.**

- 6.1. Customer Security Obligation. As between the parties, Customer will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein. Darktrace will not be liable, and Customer will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Customer's credentials, equipment, systems or premises. Customer acknowledges that Darktrace does not provide or undertake backup or maintenance services for Customer Data and Customer will be solely responsible for backup of all Customer Data.
- 6.2. Customer Data. As between Customer and Darktrace, Customer will own all right, title and interest in and to the Customer Data. Customer grants to Darktrace a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Customer Data only: (i) for the purpose of operating and providing the Offering and (ii) as required by Applicable Laws.
- 6.3. Alerts. Darktrace may utilize the contents and details of any Alerts and any data sources related to such Alerts on a deidentified basis to develop and improve Darktrace's products, services and technology.
- 6.4. Representation and Warranties. Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Customer Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Darktrace's use of Customer Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Customer and any third party.

## **7. Data Protection.**

- 7.1. Data Protection Addendum. The parties will comply with their respective obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.
- 7.2. Business Associate Agreement. In order to comply with the parties' obligations under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), to the extent applicable to Customer, Customer and Darktrace agree such protected health information will be processed in accordance with the Business Associate Agreement, which is hereby incorporated into and forms part of this Agreement. For the purposes of this Section, Customer is a "covered entity" as defined pursuant to HIPAA regulations and transmits to Darktrace protected health information which is regulated pursuant to HIPAA during the course of its use of the Offering.

## **8. Confidentiality.**

- 8.1. General Obligation. A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 8 will not

apply to information which: (i) is known by the recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of the recipient; or (iii) is independently developed by, or for, the recipient.

- 8.2. Permitted Recipient. A recipient of Confidential Information will not: (i) use Confidential Information of the other party, except as needed to fulfill its obligations or exercise its rights under this Agreement; or (ii) disclose Confidential Information of the other party to any third party, except to its or its Affiliates' employees, agents and contractors who need to know. The recipient is liable for a breach of this Section 8 by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under this Agreement.
- 8.3. Required Disclosures. The recipient may reveal Confidential Information of the other party if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 8.4. Return or Destruction. The recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

## **9. Warranties.**

- 9.1. Software Warranty. Darktrace warrants to Customer during the applicable Subscription Period that: (i) the Software will perform materially in accordance with the applicable Product Specification(s); and (ii) Darktrace adopts customary industry standard practices to prevent the Software, upon download by or delivery to the Customer, from injecting malicious or disabling code that is intended to damage or destroy the Customer's system or network where the Software is installed (the "**Software Warranty**"). Darktrace will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Software Warranty, and, if Darktrace determines that it is unable to do so in its discretion, Darktrace may terminate Customer's license to access and use the applicable non-conforming Software and refund to Customer the prepaid Fees prorated for the unused period of the applicable Subscription Period. Customer will promptly report any non-conformity with the Software Warranty to Darktrace in writing. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the Software Warranty. The Software Warranty does not apply to Evaluation Offerings.
- 9.2. Service Warranty. Darktrace warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of the Services, and Customer will promptly report any non-conformity with such warranty to Darktrace in writing. Darktrace will, at its option and expense: (i) use commercially reasonable efforts to re-perform the non-conforming Services; or (ii) refund to Customer the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the warranty set forth in this Section.
- 9.3. Exclusions. The warranties in Sections 9.1 and 9.2 do not apply if: (i) the Offering has been modified, except by Darktrace; (ii) the Offering has not been installed, used, or maintained in accordance with this Agreement or Product Specification; (iii) the non-conformity occurs due

to a failure by the Customer to allow Darktrace or its agents to implement any updates, corrections or modifications to the Software made available to Customer by Darktrace; or (iv) Customer has combined the Offering with other software, services, or products that are not provided by Darktrace or not otherwise specified in the applicable Product Specification, and but for such combination, the breach of warranty would have been avoided.

- 9.4. No Guarantee. CUSTOMER AGREES THAT: (I) DARKTRACE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT OR DISCOVER ALL OF CUSTOMER'S OR CUSTOMER AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND CUSTOMER AFFILIATES WILL NOT HOLD DARKTRACE RESPONSIBLE THEREFOR; AND (II) THE OFFERING AND SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY ATTACK, EVEN IF FULLY IMPLEMENTED.
- 9.5. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND DARKTRACE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARKTRACE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DARKTRACE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERING IS NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATION OR HAZARDOUS ENVIRONMENT THAT REQUIRES FAIL-SAFE PERFORMANCE, WHERE THE FAILURE OF THE OFFERING MIGHT RESULT IN OR CAUSE DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. DARKTRACE DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS, INTEGRATIONS OR SERVICES.

## 10. Intellectual Property Rights Infringement Indemnity.

- 10.1. Darktrace's Indemnity. Darktrace will defend any third-party claim against the Customer asserting that Customer's use of the Software in accordance with this Agreement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Darktrace will indemnify Customer against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Customer: (i) notifies Darktrace in writing of the IP Claim promptly, and in any event, within 20 days of receiving notice of such IP Claim; (ii) fully cooperates with Darktrace in the defense of the IP Claim; and (iii) grants Darktrace the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Darktrace must include, as an unconditional term, the claimant's or plaintiff's release of Customer from all liability with respect to the IP Claim). Customer may, at Customer's own expense, participate in the defense of any IP Claim but Customer will not enter into any settlement or compromise of any such claim without Darktrace's prior written consent.
- 10.2. Remedies. If Darktrace reasonably believes the Software could infringe any third party's patent, copyright or registered trademark, Darktrace may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Software. If Darktrace determines that neither alternative is commercially practicable, Darktrace may terminate this Agreement, in its entirety or with respect to the affected

component, by providing written notice to Customer and refunding a prorated portion of the pre-paid, unused Fees paid by Customer corresponding to the unused period of the applicable Subscription Period.

- 10.3. Exclusions. Darktrace will have no obligations under this Section 10 if the IP Claim is based upon or arises out of: (i) any modification to the Software not made by Darktrace; (ii) any combination or use of the Software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Software after being notified of the infringement claim or after being provided a modified version of the Software by Darktrace at no additional cost that is intended to address such alleged infringement; or (iv) Customer's failure to use the Software in accordance with the terms of this Agreement, including the applicable Product Specification.
- 10.4. Exclusive Remedy. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 10 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DARKTRACE'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE OFFERING.

## **11. Limitation of Liability.**

- 11.1. Excluded Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, COST OF SUBSTITUTE SERVICES, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE OFFERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE APPLICABLE CLAIM OR LIABILITY IS BASED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- 11.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE OFFERING, EXCEED THE FEES ACTUALLY PAID TO DARKTRACE FOR THE OFFERING GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.
- 11.3. Exclusions. THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 11 DO NOT APPLY TO: (I) DARKTRACE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1; (II) BREACH OF SECTION 4.6 (RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (IV) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 11.4. Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN DARKTRACE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

**12. Term; Suspension and Termination.**

- 12.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until the end of the relevant Subscription Period specified in the applicable Product Order Form or earlier termination in accordance with this Section or as otherwise specified herein.
- 12.2. Suspension. Darktrace may immediately suspend Customer's access to, or use of, the Offering if: (i) Darktrace believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (ii) Customer is in breach of Section 4.6 (Restrictions); (iii) Customer (or the applicable Partner) fails to pay Darktrace when fees are due; or (iv) if required by law (including under a court order); provided, however, Darktrace will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.
- 12.3. Termination. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.4. Effect of Termination. Upon termination of this Agreement for any reason: (i) all Customer's rights to access and use the Offering will terminate; (ii) Customer will promptly cease all use of the Offering and de-install all Software installed on Customer's systems or networks; (iii) where applicable, Customer will ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace (or the applicable Partner) in accordance with Darktrace's (or the applicable Partner's) instructions. Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Appliance; (iv) for a period of 30 days following the termination, Darktrace will maintain Customer Data stored in Darktrace's cloud services and grant Customer access to the cloud services, solely to download and delete any such Customer Data. Thereafter, Darktrace will delete or destroy all copies of Customer Data without liability or additional notice, unless legally prohibited from doing so. Customer Data cannot be received once deleted or destroyed; and (v) all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become immediately due and payable.
- 12.5. Survival. Sections 1, 3, 4.9, 4.10, 6.3, 8, 9.5, 10, 11, 12.4, 12.5, and 13 to 17 will survive expiration or termination of this Agreement for any reason.

**13. Compliance with Laws.**

Each party agrees to comply with Applicable Laws, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer affirms that Customer is not named on, owned by, or acting on behalf of any United Kingdom, U.S. or other applicable government denied-party list, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United Kingdom, the United States and other applicable jurisdictions ("**Export Laws**") to ensure that neither the Offering, Software, any of Customer Data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

**14. U.S. Government End Users.**

The Offering (including the Software) was developed solely at private expense and is a “commercial product”, “commercial item”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering (including the Software) by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with U.S. federal law, Customer will immediately discontinue its use of the Offering (including the Software).

**15. Governing Law and Dispute Resolution.**

Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: (i) in the Governing Courts defined in the table below, in which case each party consents to the exclusive jurisdiction and venue thereof; or (ii) by final and binding arbitration; in each case, as set forth in the table below. Notwithstanding the foregoing: (a) each party may enforce its or its Affiliates’ Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Darktrace or its Affiliates may bring suit for payment in the country where the Customer is located. Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC**”) by three arbitrators in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, will be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

<b>Customer location (as stated in the Product Order Form)</b>	<b>Governing Law</b>	<b>Governing Courts / Arbitration</b>
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of California, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	The state or federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

**16. General Provisions.**

- 16.1. Entire Agreement; Amendments. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties, except that Darktrace may unilaterally modify the Product Specification and Support Terms so long as it does not reduce or materially modify the functionality of the Offering. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Product Order Form or any document

incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (i) the Product Order Form; (ii) this main body of the Agreement; and (iii) the documents incorporated herein by reference solely with respect to the subject matter of such documents, and provided, further, that the Data Processing Addendum will prevail over the Product Order Form, this main body of the Agreement and all other documents solely with respect to its subject matter.

- 16.2. Assignment. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to: (i) an Affiliate in connection with a corporate reorganization; or (ii) a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 16.3. Compliance. Customer agrees to permit Darktrace, or an independent representative appointed by Darktrace, to verify that Customer's use of the Offering complies with this Agreement. Darktrace will not exercise this right more than once in any 12-month period. If Customer procured the Offering through a Partner, Customer also agrees that Darktrace may request Customer to provide confirmation of the order(s) placed by Customer with the Partner, including copies of agreement(s) between Customer and Partner, provided that all pricing information will be removed from the copies provided to Darktrace.
- 16.4. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 8 (Confidentiality) or, in the case of Customer, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.5. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 16.6. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 16.7. Waiver; Severability. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- 16.8. Force Majeure. Other than in respect of Customer's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement

due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.

- 16.9. **Notices.** Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing to Darktrace will be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Email notices to [notices@darktrace.com](mailto:notices@darktrace.com).

**17. Definitions.**

When used in this Agreement, terms defined in this Section 17 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

“**Affiliate**” means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

“**Alerts**” means alerts of suspected malicious activity on a Customer’s environment generated by the Offering;

“**Appliance(s)**” means hardware device(s) (including embedded firmware) shipped by Darktrace to Customer and as more fully described on the Product Order Form;

“**Applicable Laws**” means all international, domestic and local laws, ordinances, regulations and orders applicable to a party’s performance under this Agreement;

“**Business Associate Agreement**” means the document titled Darktrace Business Associate Agreement available at <https://darktrace.com/legal/business-associate-agreement>;

“**Cloud Provider**” means Microsoft Azure, Amazon Web Services, Google Cloud Platform, as specified on the Product Order Form;

“**Commencement Date**” means the date specified in a Product Order Form on which Darktrace shall commence providing the Offering to Customer;

“**Confidential Information**” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked “confidential”),

and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data;

"Customer Data" means: (i) all data and information submitted into, or stored in, the Appliance or Software by Customer, or otherwise provided by Customer to, or accessible by, Darktrace in connection with this Agreement (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network); and (ii) the contents of all Alerts; but, in case of (i) and (ii), excluding any information or data owned or controlled by Darktrace and made available through or in connection with the Offering;

"Data Processing Addendum" means the document titled Data Processing Addendum available at <https://darktrace.com/legal/data-processing-addendum>;

"Effective Date" means, as applicable, the date on which the Customer signs the applicable Product Order Form or the date on which the Partner signs, or issues a valid order against, the applicable Product Order Form;

"Installation Service" means installation and test procedures performed by Darktrace to confirm completion of the installation of the Appliance on the applicable site;

"Intellectual Property Rights" means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world;

"Offering" means, collectively, the Appliance(s), Software and Services (or any combination thereof);

"Outsource Provider" means any third-party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions appointed or engaged by or on behalf of Customer;

"Partner" means an authorized reseller of Darktrace;

"Partner Arrangement" means a separate agreement between Customer and a Partner;

"Personal Data" has the meaning given to it in the Data Processing Addendum;

"Product Order Form" means an order form agreed to in writing or electronically by: (i) Darktrace and Customer which references this Agreement; or (ii) Darktrace and a Partner which references the Customer;

"Product Specification" means the technical and user manuals and guides for the Offering available at available at <https://darktrace.com/legal/product-specific-terms> and at <https://darktrace.com/legal/product-specifications-and-service-definitions>, as updated by Darktrace from time to time;

"Services" means the Installation Service and the Support Services;

"Support Services" means support services for the Offering performed by Darktrace in accordance with the Support Terms;

"Support Terms" means Darktrace's support services terms and conditions available at <https://darktrace.com/legal/darktrace-support-services>, as may be updated by Darktrace from time to time;

"Software" means the Darktrace's software (in object code form) delivered to Customer on a standalone basis or as installed in the Appliance pursuant to the applicable Product Order Form, as more fully described on the applicable Product Specification, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace;

"Subscription Period" means the period during which Darktrace shall make available the Offering to Customer as set forth in the applicable Product Order Form;

"Usage Metrics" means the limits, metrics or other measurements or conditions of permitted usage of the Offering, as set out in the applicable Product Order Form.



Shipping Address: 3600 Constitution Boulevard, West Valley City, UT 84119  
 Sales Rep: Chad Serrine | cserrine@vlcm.com  
 Quote Expiration: Feb 27, 2026

### Pricing Detail

3 year term billed annually  
 03/25/26 - 03/24/29

#	Partner Part #	Description	QTY	Price
1	DT-IS	Darktrace Holdings Limited Installation Services	1	\$0
2	DT-SIS	Darktrace Holdings Limited Standard Support Services	1	\$0

Year 1  
 03/25/26 - 03/24/27

#	Partner Part #	Description	QTY	Price
1	DT-DP-VM-10K	Darktrace Cloud Master 10,000 Connections	1	\$3,875.88
2	DT-PL-PD-EM-EX-0000900	Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients	1	\$41,830.31

**Total Cost:** \$45,706.19

Year 2  
 03/25/27 - 03/24/28

#	Partner Part #	Description	QTY	Price
1	DT-DP-VM-10K	Darktrace Cloud Master 10,000 Connections	1	\$3,875.88
2	DT-PL-PD-EM-EX-0000900	Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients	1	\$41,830.31

**Total Cost:** \$45,706.19



Year 3 03/25/28 - 03/24/29				
#	Partner Part #	Description	QTY	Price
1	DT-DP-VM-10K	Darktrace Cloud Master 10,000 Connections	1	\$3,875.88
2	DT-PL-PD-EM-EX-0000900	Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients	1	\$41,830.31
<b>Total Cost:</b>				<b>\$45,706.19</b>

**Total Cost:** \$137,118.57

**Customer Acknowledgment and Agreement**

The purchase and use of goods, services, or other offerings are subject to applicable terms and conditions, including the vendor's privacy policies and usage agreements. These documents may vary by vendor and product type. Customers can request copies of the relevant terms and policies from the VLCM Sales Team at any time. Prices exclude sales tax. Any tax shown is an estimate, and the Customer is solely responsible for all applicable sales, use, or similar taxes.

This proposal is also subject to acceptance of VLCM's standard terms and conditions, which are available for review at [www.vlcmtech.com/terms](http://www.vlcmtech.com/terms) unless customer and seller have signed a separate agreement, in which case the separate agreement will govern. VLCM may charge a convenience fee for credit card transactions unless restricted as part of a separate agreement.

**Pricing Disclaimer:** Memory and SSD pricing is currently volatile industry-wide and subject to change without notice. Pricing is not guaranteed until the order is confirmed with the manufacturer. As always, we will pursue the best available pricing and communicate any changes as soon as they arise.



**WEST VALLEY CITY**

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

# Darktrace

Email Security

# Darktrace

- Self learning AI
  - Intent, content, context
- Detects
  - Anomalies, novel attack patterns
- Detailed context-rich explanations
- Quick remediation
- End user tools

The screenshot displays the Darktrace interface for a specific email analysis. At the top, a circular indicator shows a score of 100. The header includes the Remittance Advice ID: pmkPPBZjhbFkHmGxFR0vcuGuudBPwbgrsgPTFSxKTEEFoNwMvF and a Remediate button. The navigation bar contains tabs for Overview, AI Analyst, Content, Technical, and Admin, along with a Preview Email button.

The main content area features an ANOMALY INDICATORS section with a red background. It contains the following text: "The email contains a highly suspicious link to the host google.cz [🔗], which the system believes will redirect the user to a different destination upon clicking. This host has a 100% rarity score based on references in internal traffic." Below this, it states: "There were text patterns in the email which suggest an attempt to solicit the user into responding directly to the email." There are three status indicators for SPF, DKIM, and DMARC, each with a signal strength icon. A "View Full Analysis" link is located at the bottom right of this section.

Below the anomaly indicators, there are two main sections: "GROUP" and "MODEL TAGS". The "GROUP" section includes an "ACTIONS" button with a "Hold message" option. The "MODEL TAGS" section lists several tags: "Credential Harvesting", "Forged Address", "Solicitation", "Low Mailing History", "No Association", "Unknown Correspondent", and "Wide Distribution".

At the bottom, there is a "HIGHLIGHTED CONTENT" section showing a snippet of the email content: "al-rwaad.com/BusinessPaymentInformationDistribution/&sa=D&sntz=1&...". A "Open Document [google....]" button is visible next to the snippet. The bottom of the interface shows a page number "52" and "Page 19 of 19".



*Description:* Franchise Agreement with Emery Telcom

*Fiscal Impact:* n/a

*Funding Source:* n/a

*Account #:* n/a

*Budget Opening Required:* No

---

**Issue:**

Franchise Agreement with Emery Telcom

**Summary:**

A Resolution approving a franchise agreement with Emery Telcom to construct and maintain a telecommunications network in the City.

**Background:**

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Emery’s duty to secure permits from Public Works for any excavation or construction.

**Recommendation:**

Approve the resolution.

Department: Legal/Public Works  
Submitted by: Staff  
Date: February 10, 2026



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FRANCHISE AGREEMENT BETWEEN EMERY TELCOM AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY.**

**WHEREAS**, Emery Telcom desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide Emery Telcom a nonexclusive franchise to operate a telecommunications network in the City; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Emery Telcom. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” 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 interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Emery Telcom.

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and EMERY TELECOMMUNICATIONS + VIDEO INC. (hereinafter "Provider"), a corporation organized under the laws of the State of UTAH with its principal offices at PO BOX 629, 445 EAST HWY 29, ORANGEVILLE, UTAH 84537, (hereinafter "Party" individually and "Parties" collectively).

### WITNESSETH:

**WHEREAS**, the Provider desires to provide Telecommunications Services, as defined in Chapter 20-5-201(25) of the West Valley City Municipal Code, within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

### **ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

1.2 **Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges

that it has had an opportunity to read and become familiar with the Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

1.3 **Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE

2.1 **Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider’s activities in the right-of-way.

### ARTICLE 3. TERM AND RENEWAL

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City’s representative designated herein written notice of the Provider’s intent to not renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

### ARTICLE 4. PUBLIC USE RIGHTS

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City’s use rights shall also be subject to the parties reaching an agreement regarding the City’s maintenance of the City attachments.

## ARTICLE 5. POLICE POWERS

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

## **ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

**7.1 Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

**7.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

**7.3 Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

## ARTICLE 8. PARTIES DESIGNEES

8.1 **City Designee and Address.** The West Valley City Public Works Director or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 3600 Constitution Boulevard, West Valley City, Utah 84119, or such other officer and address as the City may designate by written notice to the Provider.

8.2 **Provider Designee and Address.** The Provider's Vice President of Administration or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 600 Hidden Ridge, Irving, Texas 75038, and such other office as the Provider may designate by written notice to the City.

8.3 **Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

## ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage reasonably acceptable to the City.

9.2 **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City

seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

## ARTICLE 10. GENERAL PROVISIONS.

10.1 **Binding Agreement.** The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“City”

West Valley City

\_\_\_\_\_  
Mayor

ATTEST:

Approved as to form 2/2/2026  
*Brandon Hill*

\_\_\_\_\_  
City Recorder

“Provider”

*Emery Telecommunications & Video, Inc*  
a Corporation

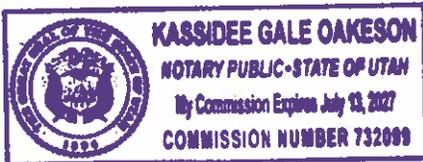
By: *JMB*  
Its: *COO*

State of Utah )

County of Emery )  
:ss

On this 21 day of January, 20 26, personally appeared before me Jared Anderson [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 COO [title], of Emery Telecommunications & Video, Inc [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

*Kassidee Gale Oakeson*  
Notary Public





**WEST VALLEY CITY**  
[www.wvc-ut.gov](http://www.wvc-ut.gov)

# EMERY TELCOM FRANCHISE AGREEMENT

# EMERY TELCOM FRANCHISE AGREEMENT

- Emery Telcom has executed a Franchise Agreement and submitted application to install telecommunications infrastructure in the City
- The Franchise Agreement is compliant with Chapter 20-5 of the West Valley City Municipal Code
- All franchise holders are required to collect and remit telecommunications tax
- All franchise holders are required to obtain permits and comply with all applicable City ordinances



**WEST VALLEY CITY**

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

# PSRB Report for 2025

# Purpose

- Provide Council oversight of use-of-force reviews and complaints
- Identify trends and policy compliance
- Ensure transparency and accountability

# Quarter 1: January- March 2025

## Uses of Force Reviewed

- Physical Force: **112**
- Show of Force: **82**
- Vehicle Pursuits: **5**
- Tire Spikes: **4**
- K9: **1**
- **In Policy:** 209
- **Out of Policy:** 0

### Key Point:

Use of force activity was dominated by physical control and show-of-force tactics. No incidents were out of policy.

# Quarter 1: January- March 2025

## Complaints Reviewed (Q1)

- Allegations: 4
- Employees Involved: 1
- Sustained: 2
- Unfounded: 2
- Exonerated / Not Sustained: 0

## Disposition Summary

- Sustained allegations involved administrative compliance issues
- Addressed through non-disciplinary instruction

# Quarter 2: April-June 2025

## Uses of Force Reviewed

- Physical Force: **133**
- Show of Force: **79**
- Forced Entry: **6**
- SWAT Warrant Service: **4**
- Tire Spikes: **4**
- **In Policy: 224**
- **Out of Policy: 0**

### Key Point:

Force patterns remained consistent with Q1. All reviewed incidents were within policy.

# Quarter 2: April-June 2025

## Complaints Reviewed (Q2)

- Allegations: 4
- Employees Involved: 3
- Sustained: 2
- Not Sustained: 2

## Disposition Summary

- One sustained conduct allegation
- One sustained failure-to-arrest allegation
- Both addressed with corrective discipline

# Quarter 3: July-September 2025

## Complaints Reviewed (Q2)

- Allegations: 4
- Employees Involved: 3
- Sustained: 2
- Not Sustained: 2

## Disposition Summary

- One sustained conduct allegation
- One sustained failure-to-arrest allegation
- Both addressed with corrective discipline

# Quarter 3: July-September 2025

## Complaints Reviewed (Q3)

- Allegations: **19**
- Employees Involved: **9**
- Sustained: **11**
- Exonerated: **2**
- Unfounded: **6**

## Disposition Summary

- Sustained findings primarily involved:
  - Attendance
  - Timekeeping
  - Investigation procedures
- Disciplinary actions included suspension and retraining

# Quarter 4: October-December 2025

## Uses of Force Reviewed

- Physical Force: **122**
- Show of Force: **83**
- Forced Entry: **6**
- SWAT Warrant Service: **9**
- Tire Spikes: **3**
- **In Policy: 233**
- **Out of Policy: 0**

## Key Point:

Force activity stabilized and remained policy-compliant through year end.

# Quarter 4: October-December 2025

## Complaints Reviewed (Q4)

- Allegations: 3
- Employees Involved: 2
- Sustained: 2
- Unfounded: 1

## Disposition Summary

- Sustained allegations related to attendance and timecard procedures
- Disciplinary order issued by Chief of Police

# 2025 Year-End Summary

## Uses of Force

- Total reviewed: 818+
- Out of policy: 0
- Most common categories:
  - Physical Force
  - Show of Force
- No firearm use resulted in policy violations

## Complaints Overview

- Sustained complaints were primarily administrative
- No sustained findings of excessive or unlawful force
- Corrective action consistently applied

# What Does this mean?

- Use-of-force policies are being followed
- Oversight is active and effective
- Issues identified are administrative, not systemic
- Discipline and correction are timely and documented



**WEST VALLEY CITY**

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

# Pop-Up Vendors

# Legal and Illegal Vendors

- Legal

- Food vending permit or temporary use permit
- Business license
- Property owner approval
- Food trucks/trailers inspected by Fire Dept.
- For food vendors, vehicle/trailer stored at commissary daily

- Illegal

- No permit
- No license
- May or may not have property owner approval
- Food trucks/trailers not inspected by Fire Dept.
- Food not inspected per Health Dept. guidelines

# County Health Department

- County Health Dept. is trying to educate the public.
- They have also reached out to cities to coordinate enforcement efforts.

## Salt Lake County health officials warn against eating at unpermitted food stands

By Curtis Booker, KSL | Posted - Oct. 28, 2025 at 9:36 p.m.



Salt Lake County officials urge community members to check for valid food service permit at food stands and pop-up vendors. (annanahabed, Adobe)

# City Enforcement Efforts

- 55 enforcement interactions (40 cases) initiated since May
- Educated vendors, businesses, and property owners on City ordinances
- If vendors didn't move after being educated, required that they vacate the property
- Where needed, sent property owners a notice of violation
- Inspected sites outside of normal business hours

# Examples



# Enforcement Challenges

- Redwood Drive-In vendors displaced.
- The mobile nature of vendors makes enforcement difficult.
- Operators don't have ID and/or don't speak English.
- With limited staff, vendors are operating outside of business hours.



# WEST VALLEY CITY

## WEST VALLEY CITY, UTAH



### DESIGN PLAN

JANUARY  
2026

PREPARED BY



Downtown Redevelopment  
Services, LLC  
Ravenna, OH



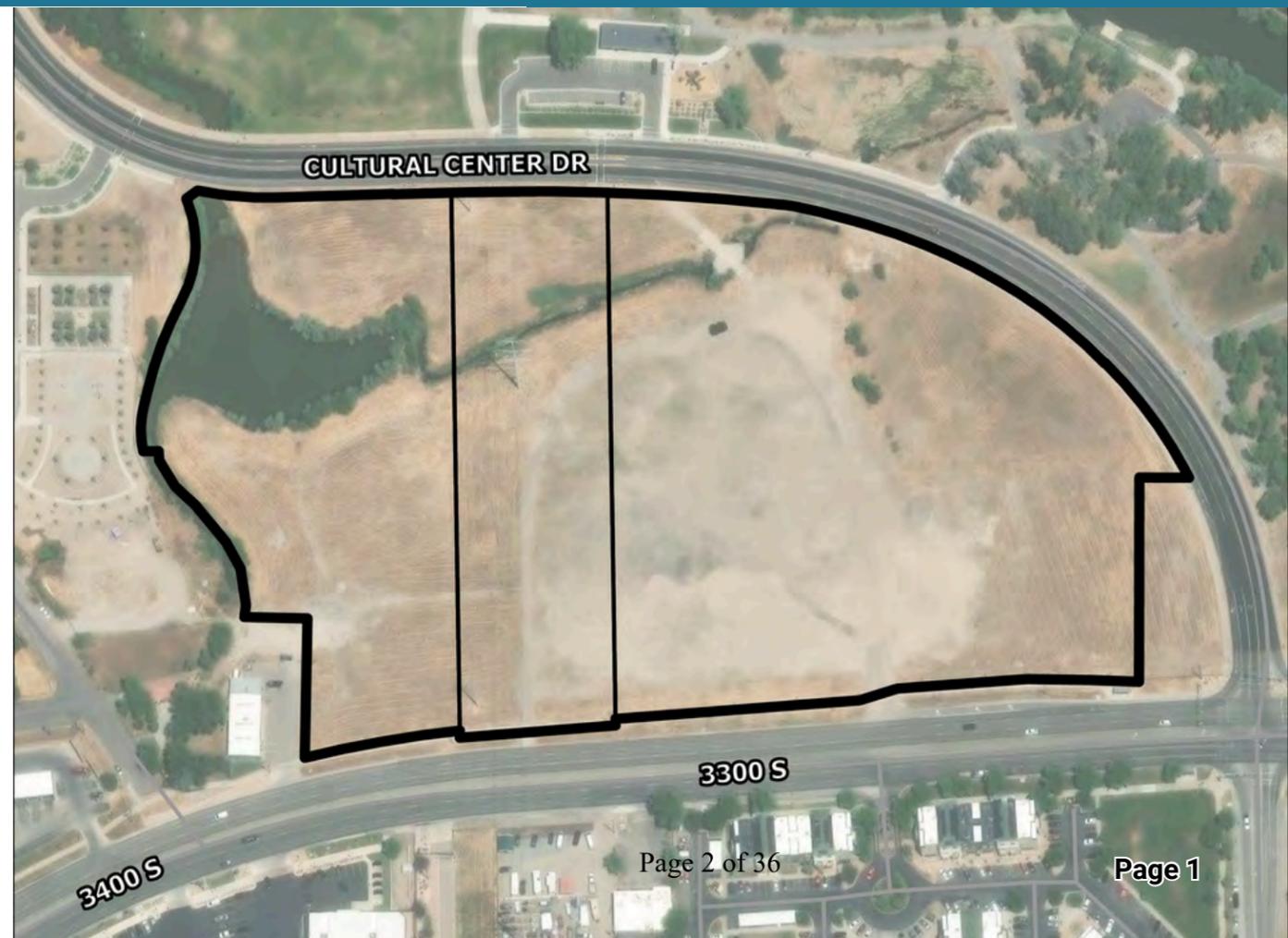
01	Introduction	PG. 01
02	Project Area	PG. 02
03	Existing Conditions	PG. 04
04	Market Analysis	PG. 13
05	Scenario Development Process	PG. 20
06	Redevelopment Plan	PG. 24
07	Implementation Framework	PG. 31

TABLE OF CONTENTS

INTRODUCTION

West Valley City is Utah’s second-largest municipality and a key anchor within the Salt Lake Valley. Located just west of Salt Lake City, the community has evolved into a diverse regional hub with strong neighborhoods, major employment centers, and an increasingly connected civic and cultural core. The planning area, which extends from 3300 South to Cultural Center Drive, is centrally positioned within this context and is bordered by established neighborhoods, commercial corridors, and significant east–west and north–south transportation routes.

The district presents a strategic opportunity to guide infill and reinvestment in a way that supports local needs and enhances the surrounding area. Its adjacency to the Utah Cultural Celebration Center, existing residential neighborhoods, and key community facilities creates a strong framework for a walkable, mixed-use environment. Large parcels, varied land uses, and underutilized sites offer the capacity to introduce new housing, improve circulation, and strengthen amenities that better serve residents, workers, and small businesses.





# PROJECT AREA

02

# 02/ Project Area

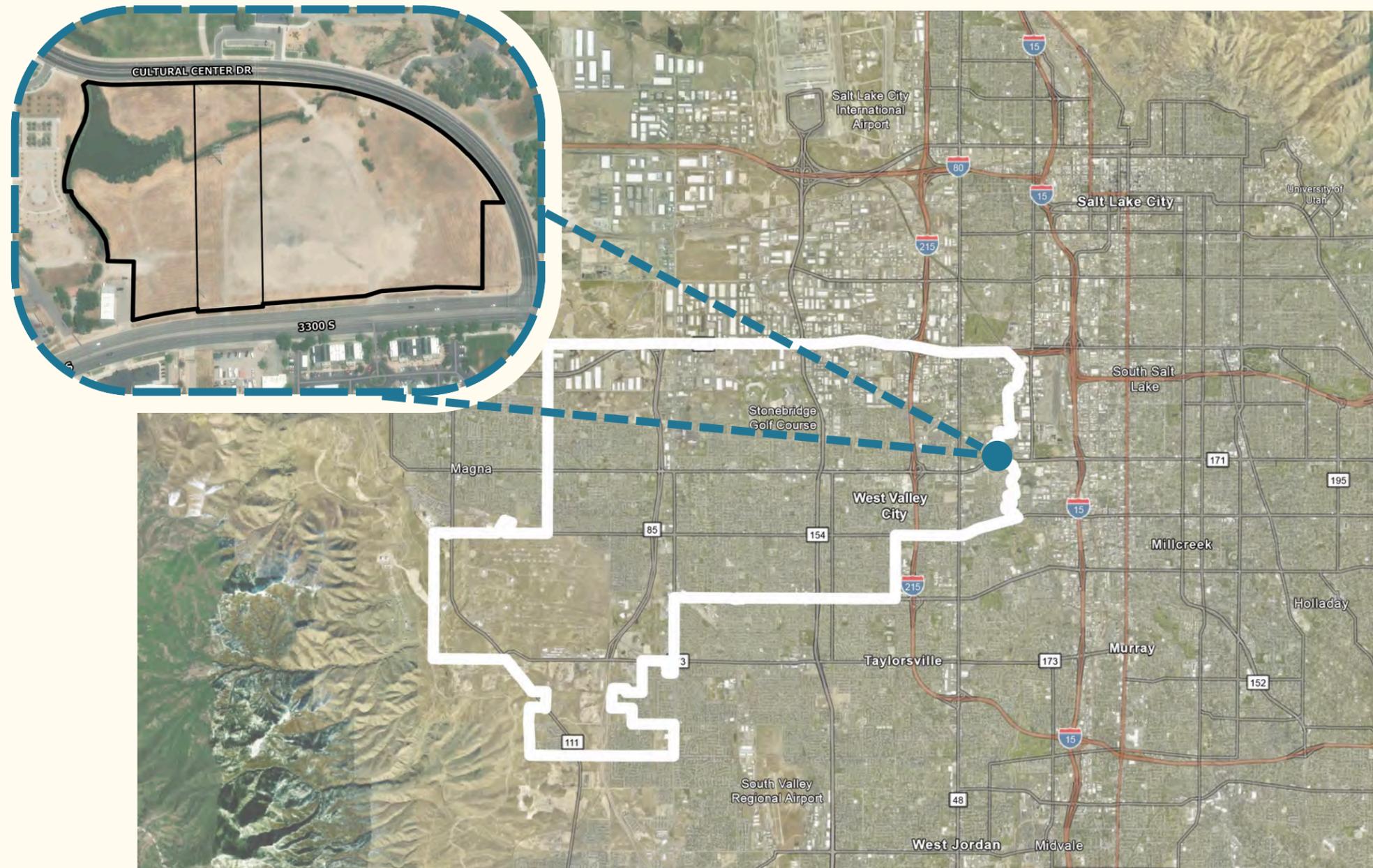
## Overview of West Valley, City Utah & Infill Site

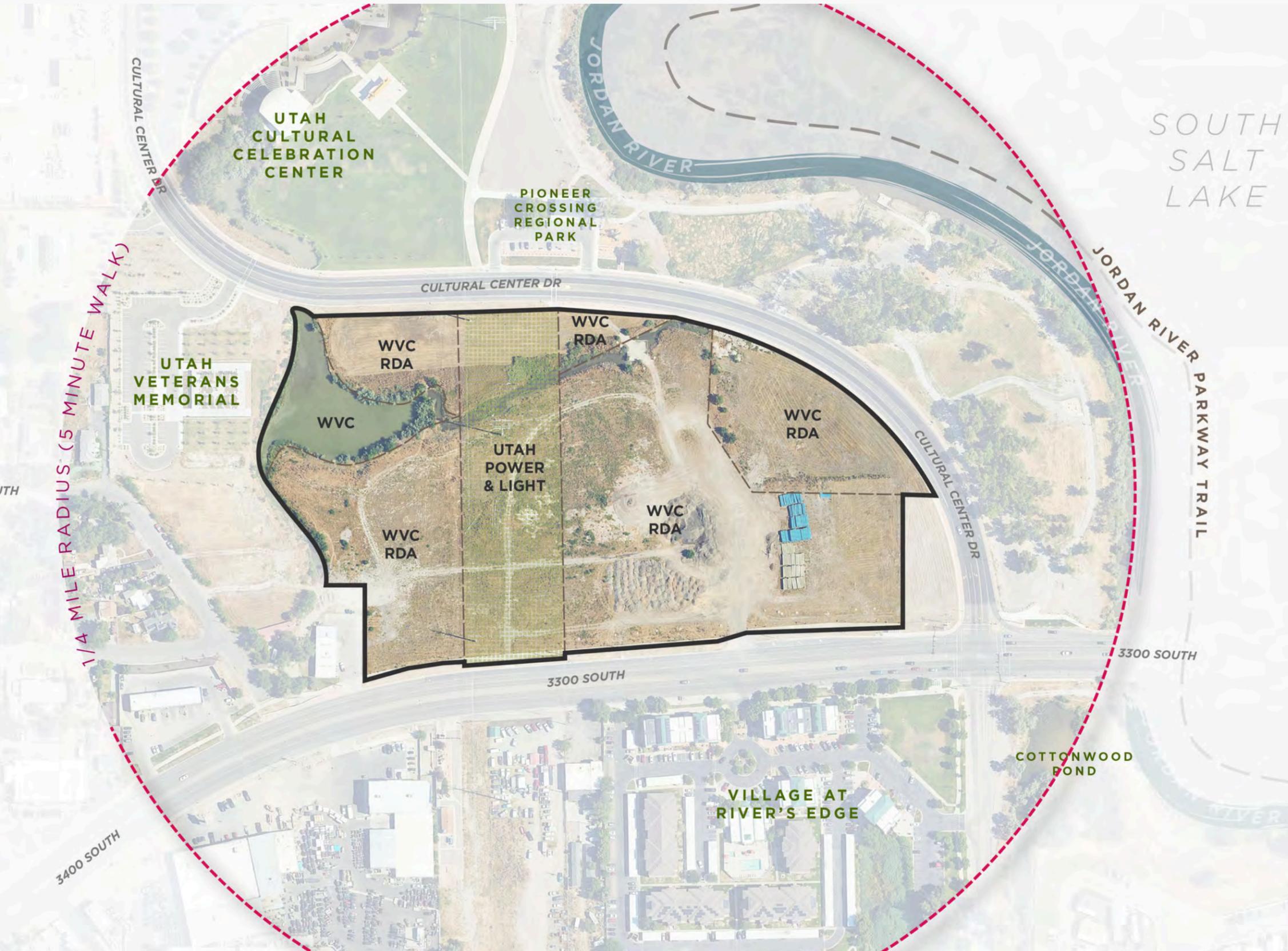
### Overview of West Valley City, Utah

West Valley City is Utah's second-largest municipality, and a key urban center in the Salt Lake Valley, with commercial nodes located around the first growth ring interstate (I-215). Located west of Salt Lake City, the city has grown into a regional hub for commerce, industry, and diverse neighborhoods. The city celebrates this diversity by hosting cultural events and festivals, including group gatherings, the Utah Polynesian Festival, Day of the Dead festivities, summer and winter concerts, art exhibits, and educational programs. The city also provides a large recreational footprint with 2 golf courses, more than 20 parks, and a 96,000 square-foot fitness center. As the city continues to grow and diversify, economic development remains a priority, with projects such as Fairbourne Station providing new pedestrian-centric development to the area and reshaping the city's downtown.

### Overview of the Site

The planning area north of 3300 South and south of Cultural Center Drive is the Eastern gateway into the community, setting a tone and presence for the community as they leave South Salt Lake City. This area encompasses six vacant parcels that are split by a utility corridor owned by the Utah Power and Light Company. The site's proximity to major arterial roadways enhances both its visibility and strategic importance as a redevelopment anchor. The site is looked at as an important asset in connecting some important sites that surround it, such as the Jordan River to the northeast, the Utah Cultural Celebration Center to the Northwest, and the residential developments directly south of it.





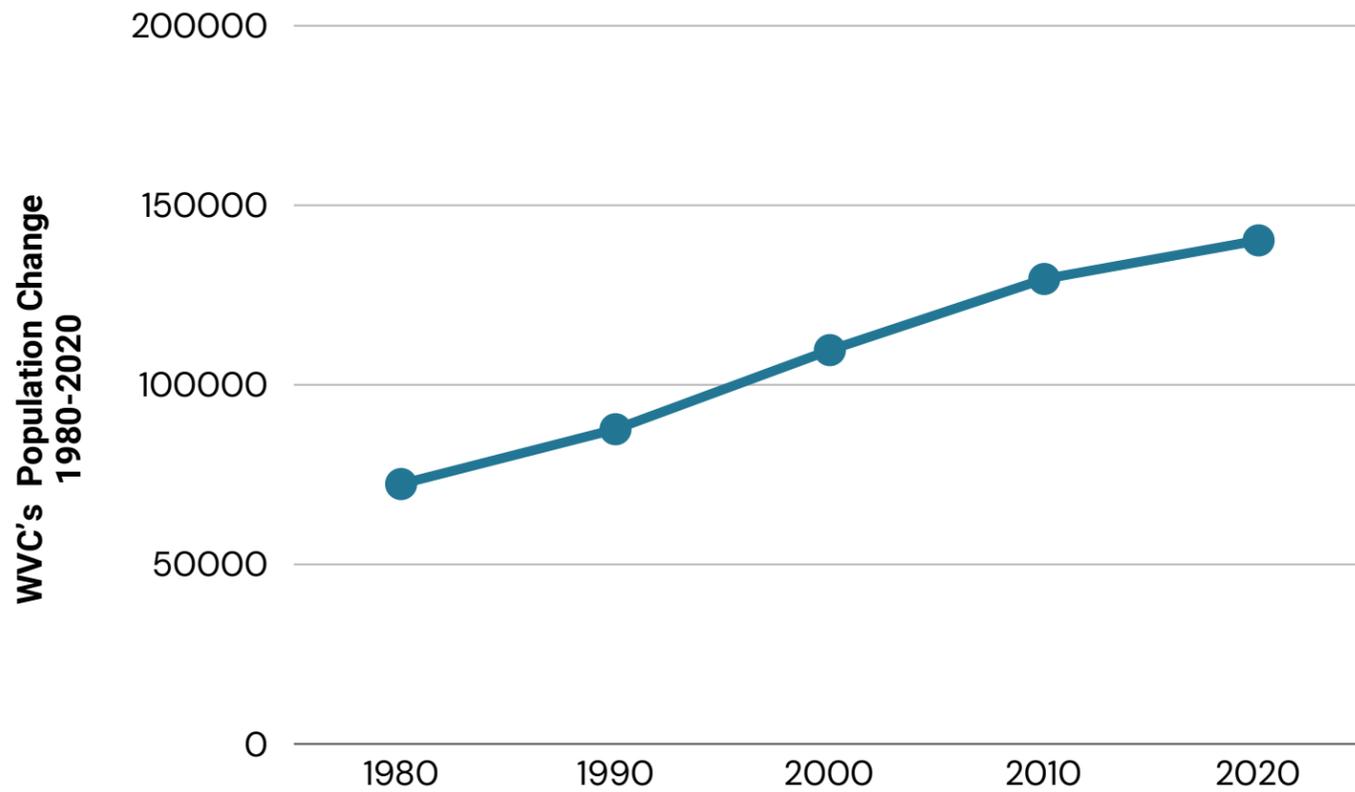
# EXISTING CONDITIONS

03

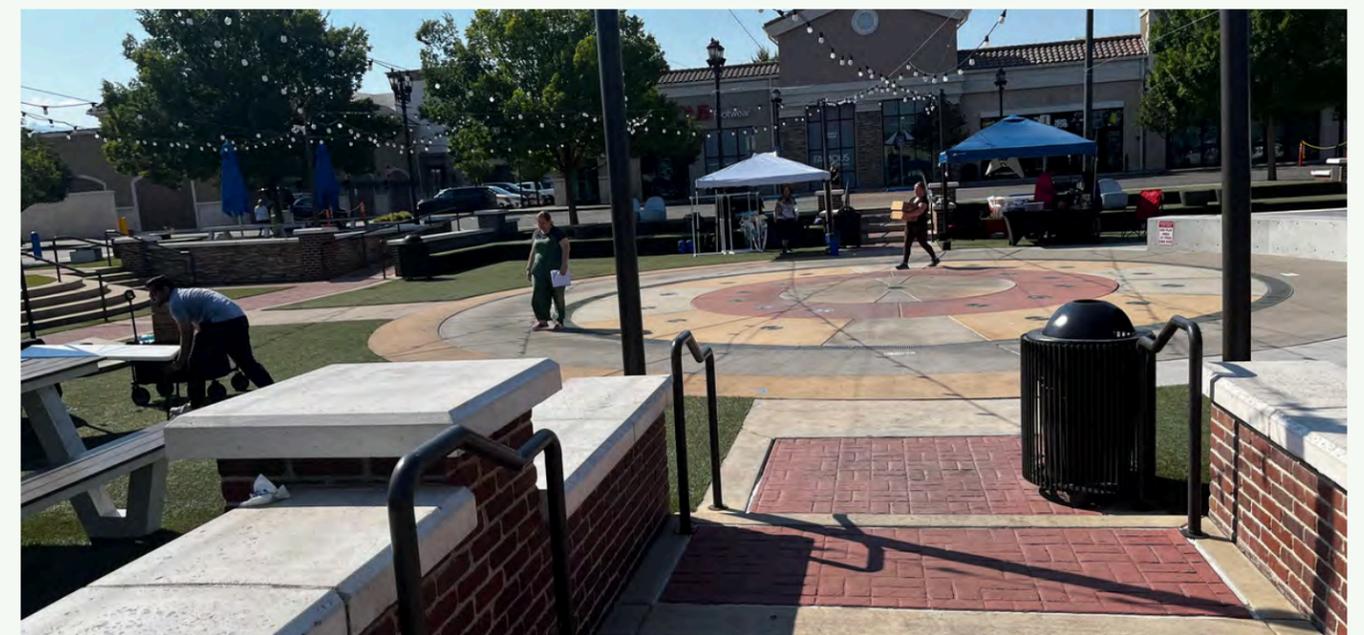
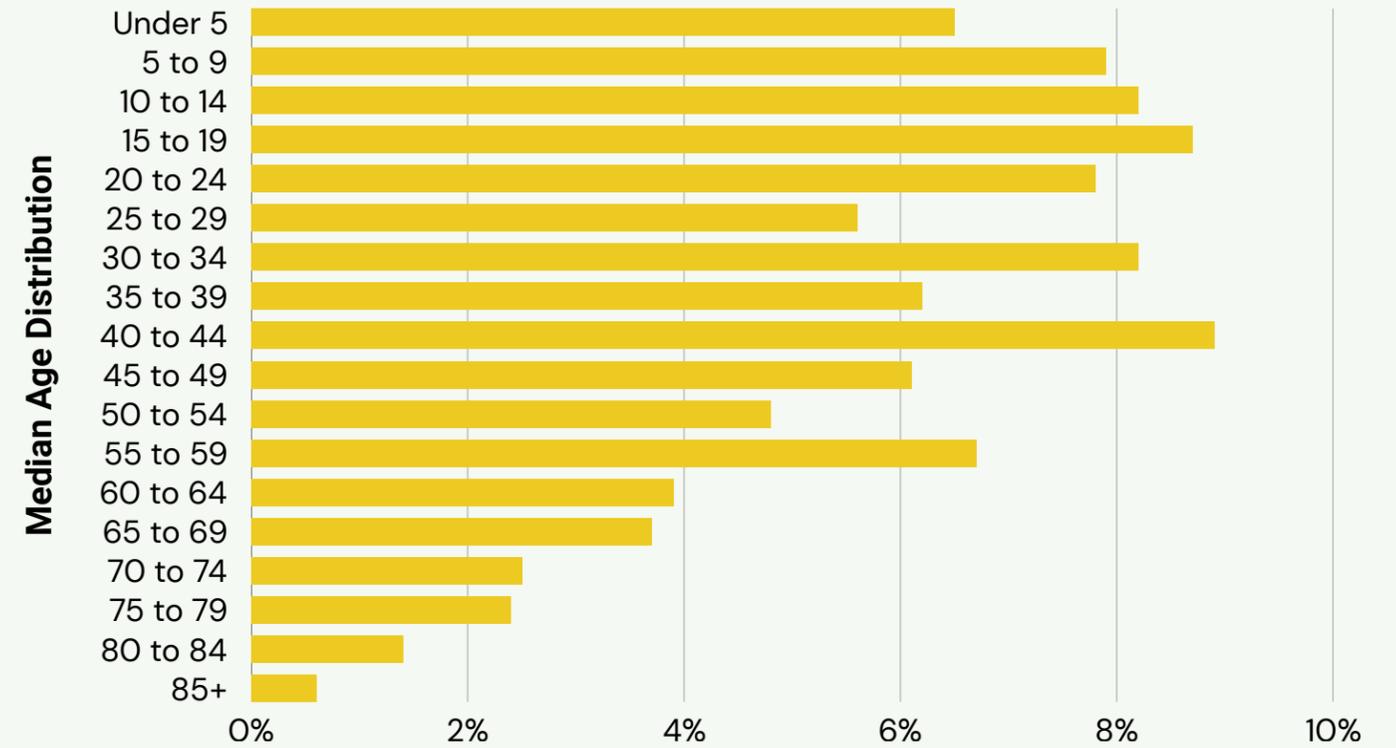
# 03/ Existing Conditions Demographic Analysis

## Population

West Valley City has a population of approximately 140,000 people and has witnessed steady growth over the last decade. Climbing from 72,378 in 1980 to 140,230 in 2020, a 93.7% increase. With the population overall increasing over the last 40 years, it is clear that people are continuing to move to the area, and this suggests that new residential developments will continue to be in high demand.



The median age in West Valley City is 33.3 years old, which is one of the youngest in the state. With an overall younger population, the city could benefit from a diverse style and range of housing typologies to meet the changing demand for families. This variety would help encourage families to remain in the city as they either upsize or downsize their homes based on their stage in life.



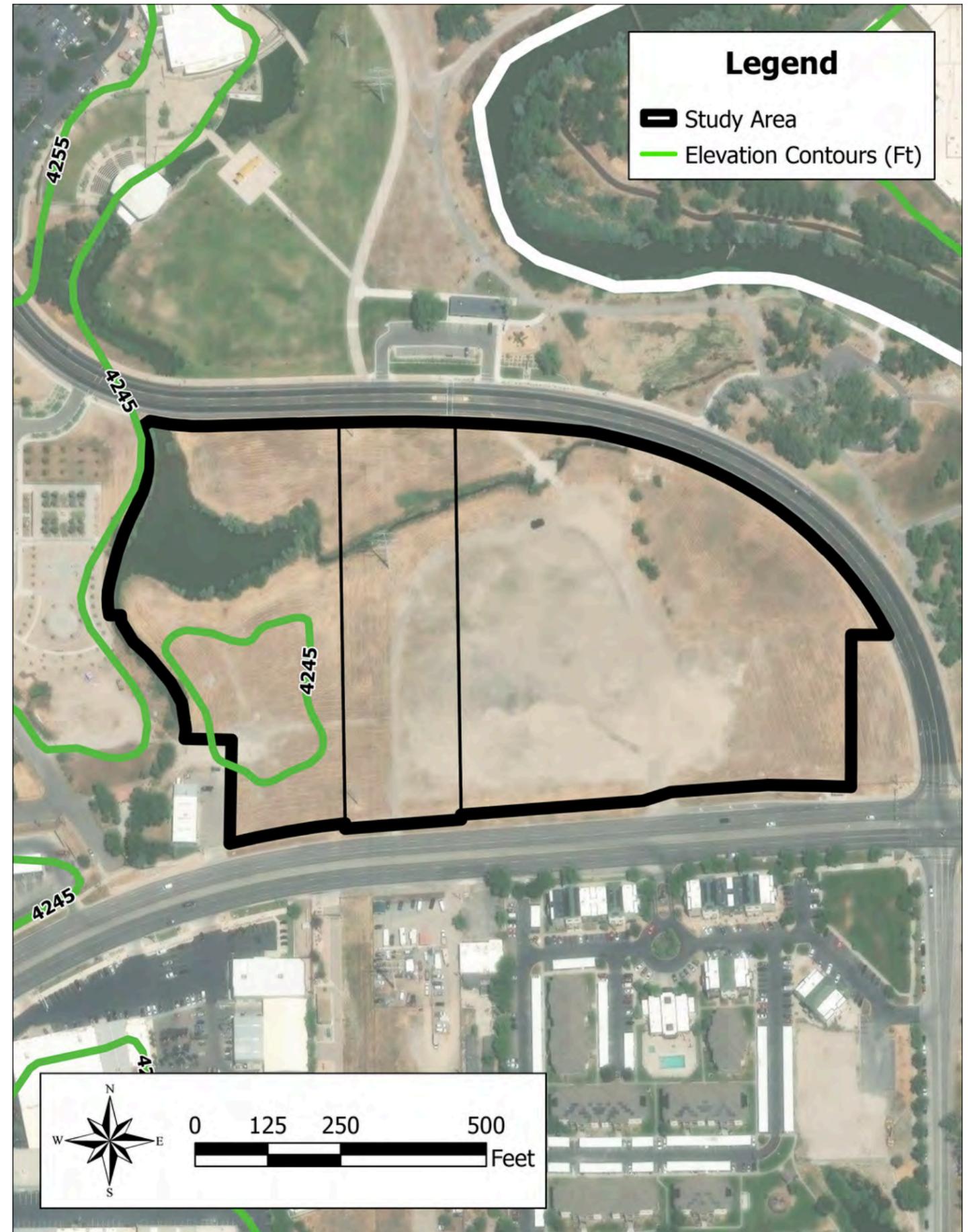
# 03/ Existing Conditions

## Site Context

### Physical Condition

The site area is generally flat, with minimal grade change. This condition supports flexibility in site layout and grading. The site does not have any other significant natural features that would impede development would constrain its form or intensity.

The site is located at a signalized intersection (3300 South and Cultural Center Drive) and benefits from proximity to arterial routes such as 900 West and Redwood Road. Average daily traffic volumes along 3300 South are 30,410 as of 2024, with notable congestion during peak hours. Adjacent uses, including the Utah Cultural Celebration Center, generate periodic spikes in trip volume. Traffic impact from redevelopment will require evaluation based on future use types, but the existing network supports a moderate-intensity, mixed-use program. Currently, the existing curb cut areas along the perimeter of the site are being used to limit delays in traffic in and around the site.

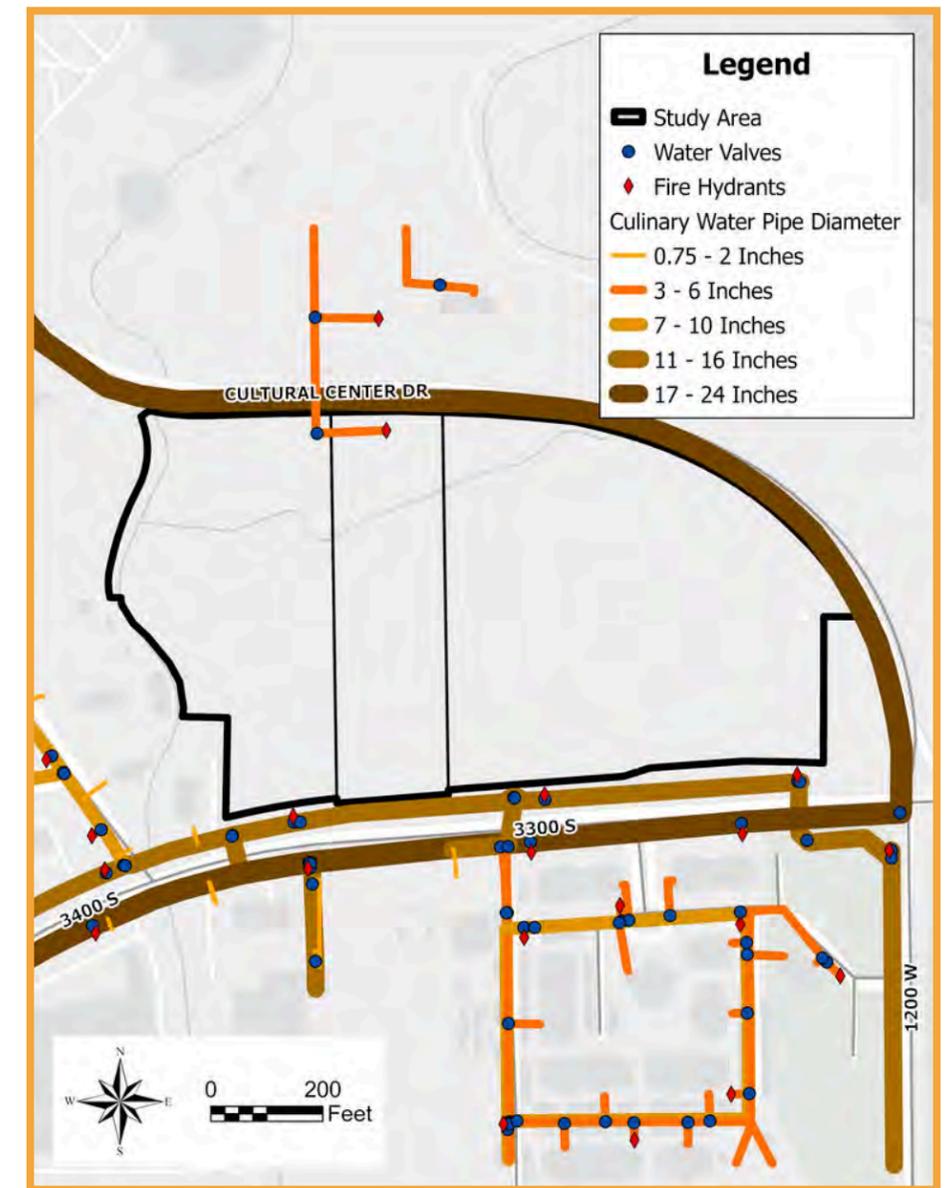
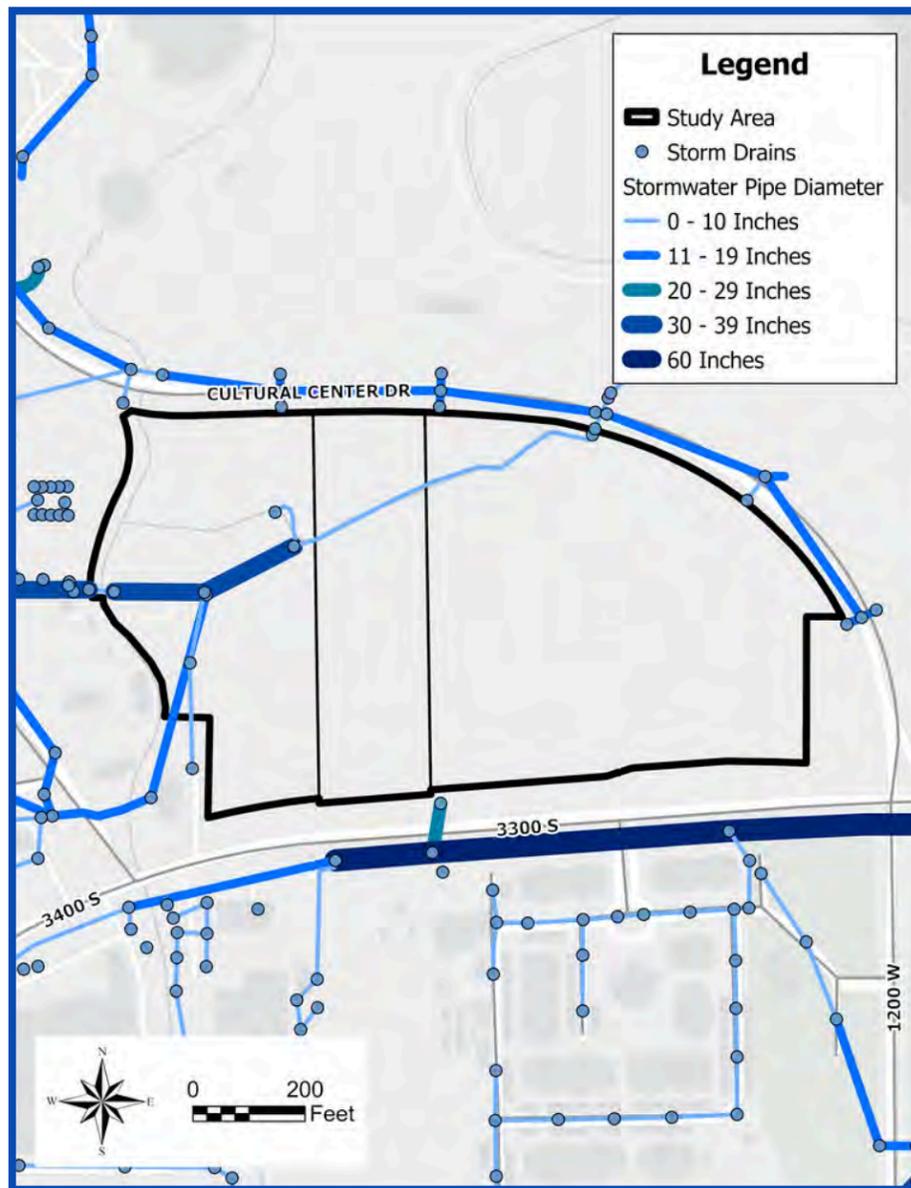


# 03/ Existing Conditions

## Site Context

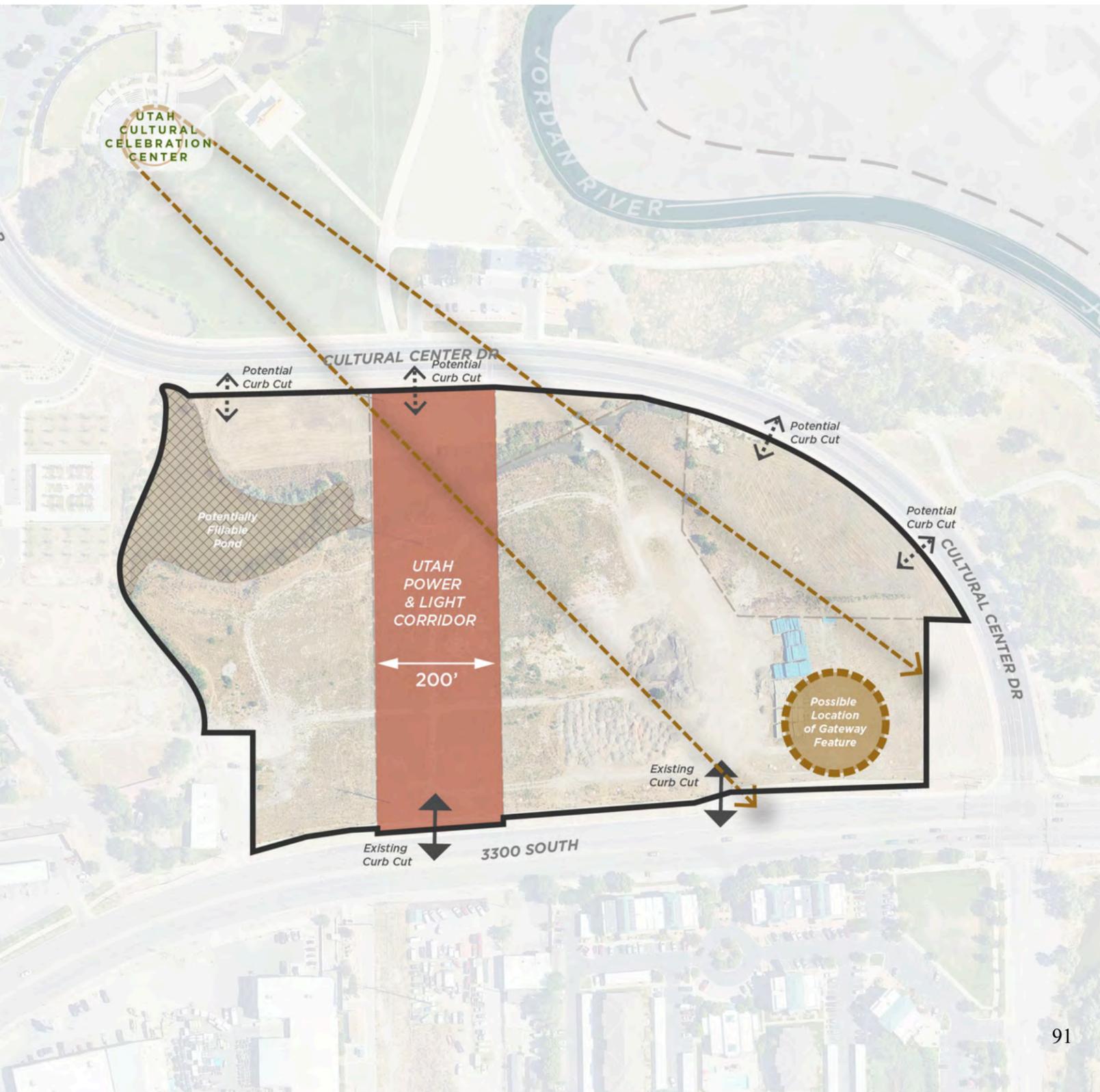
### Physical Condition

The site is part of the Jordan River watershed and is subject to municipal stormwater regulations. Existing stormwater infrastructure includes storm drains along Cultural Center Drive and 3300 South, with apparent inlets spaced at standard intervals. The site also has a stormwater detention pond on its west end, which appears not to be in use currently. Site-specific drainage conditions, including any existing retention or detention features, will require further investigation during engineering review. Given the flat topography, careful management of surface water flow and mitigation of potential pooling areas are required, particularly if impervious surface coverage increases with future development. It must be noted that no work or improvements can be facilitated within the utility corridor, including stormwater runoff.



# 03/ Existing Conditions

## Site Context



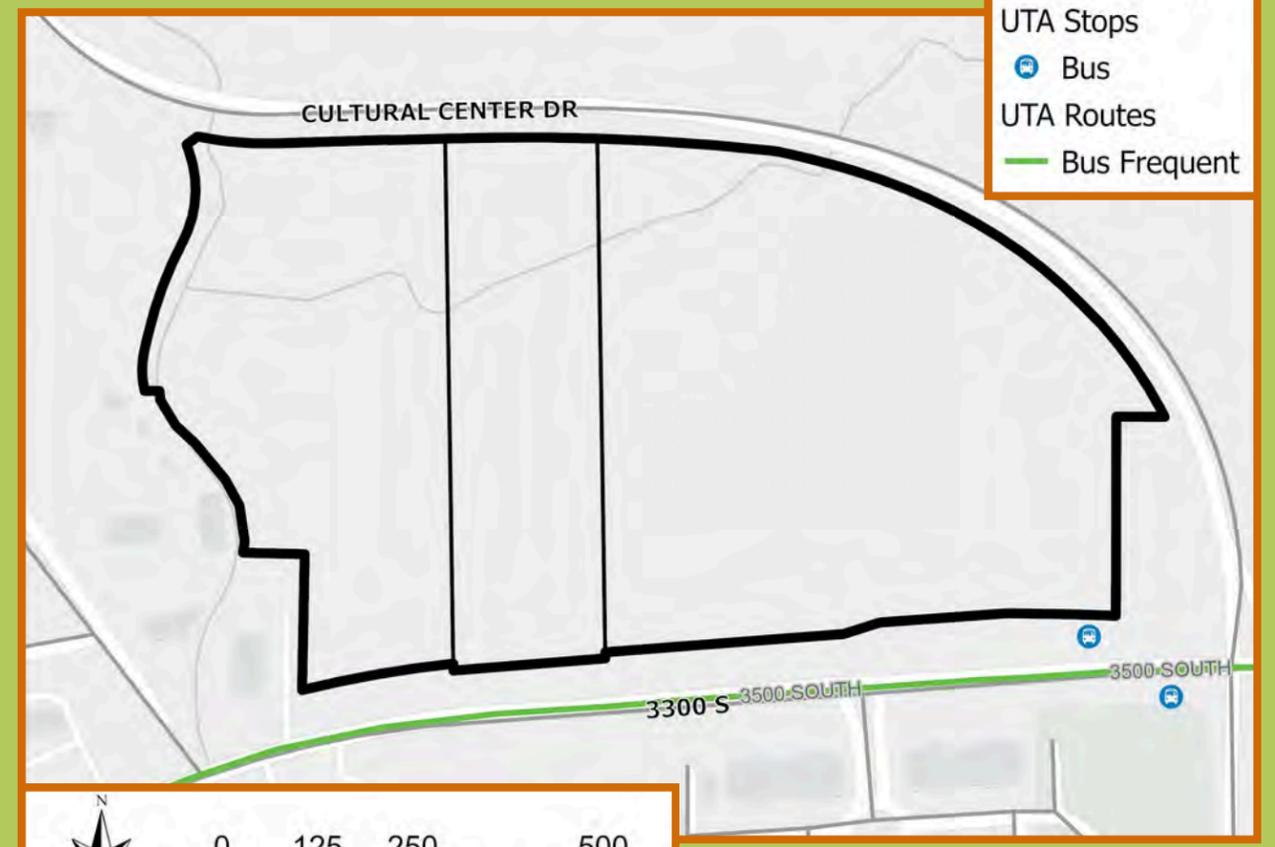
### Access Points

The site benefits from direct frontage along Cultural Center Drive, where primary access is desired, while access from West 3300 South should be limited. A gateway feature or monument at the southeast corner of the site can serve as a strong visual marker and entry point.

The site area is served by UTA bus routes and has a westbound bus stop located in the southeast corner of the site and an eastbound stop directly across 3300 South, improving access for transit-dependent users. The site is nearly 1.5 miles west of the Millcreek TRAX Blue Line stop and about 1.7 miles from the West Valley Central Green Line stop to the west.

**Legend**

- Study Area
- UTA Stops
- UTA Routes
- Bus Frequent



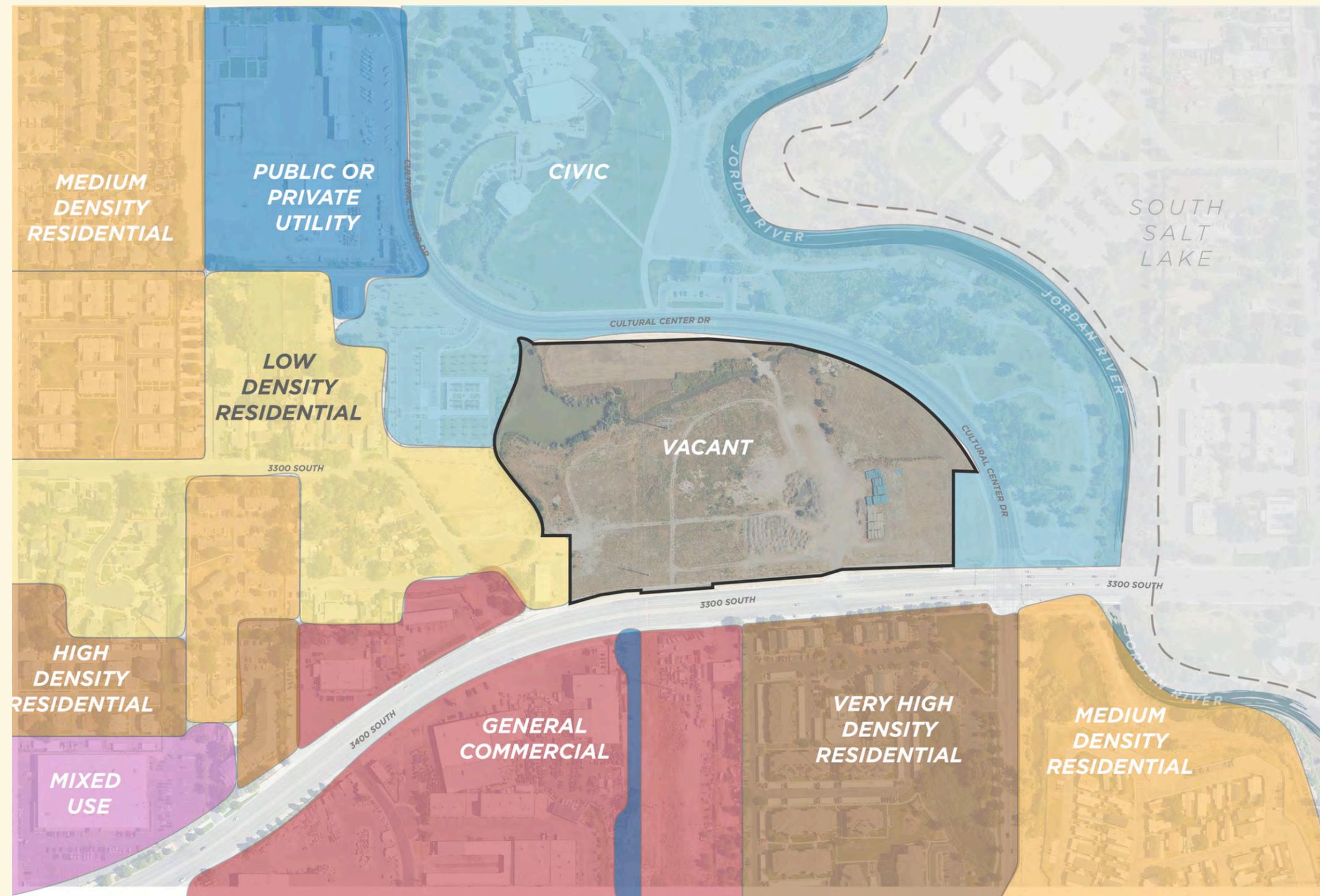
A north arrow and a scale bar are provided for orientation and measurement. The scale bar is marked in feet at 0, 125, 250, and 500.

# 03/ Existing Conditions

## Site Context

### Adjacent Land Uses

There is a diverse set of land uses surrounding the site, including residential neighborhoods ranging from low- to very-high density residential, as well as general commercial areas that support retail and service functions. Scattered public and private utility uses are also present, contributing to the area's infrastructure network. The Jordan River to the east serves as the dividing line between West Valley City and South Salt Lake.



# 03/ Existing Conditions

## Site Context & Current Zoning & Entitlement

### Regional Context

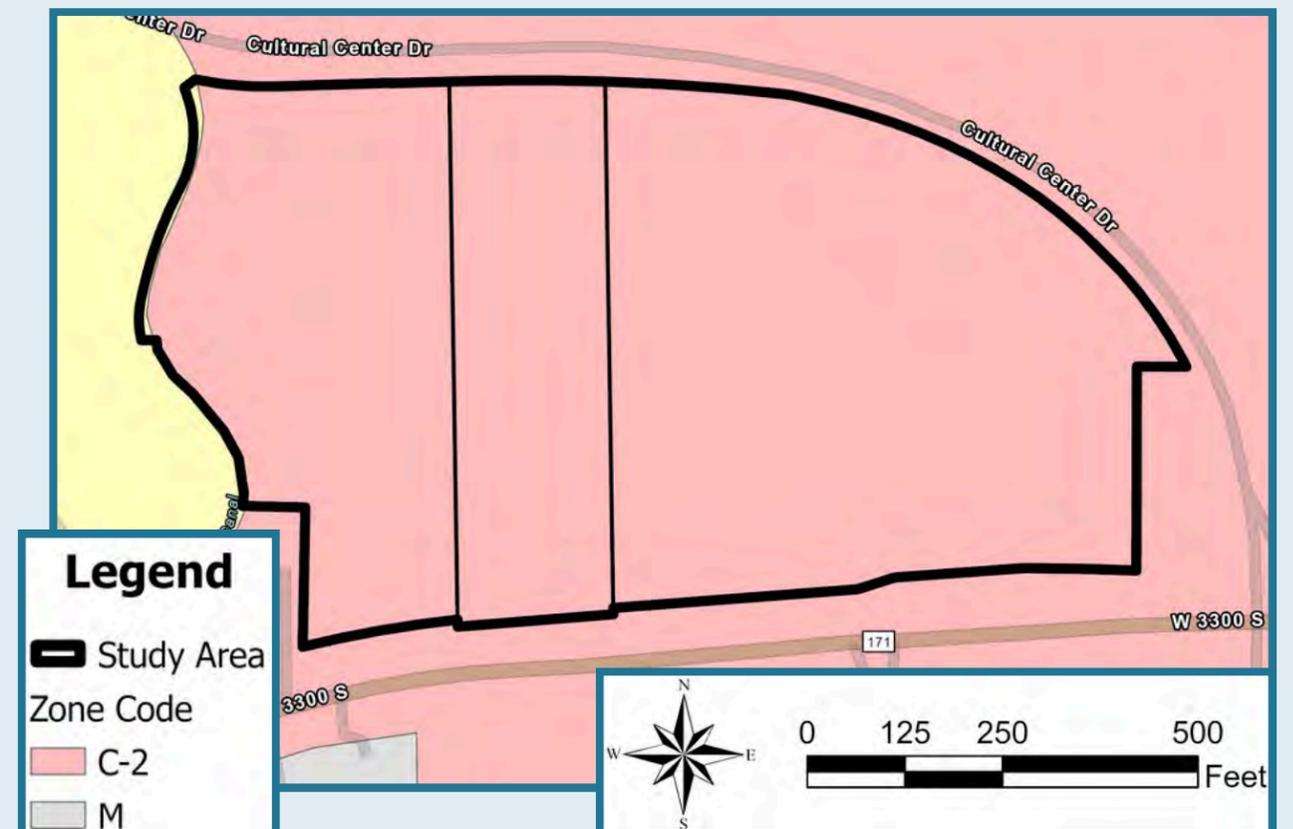
This site has the opportunity to connect many popular sites surrounding it and create a hub of activity for the area. In particular, connecting to destinations such as the Utah Cultural Center and the Jordan River will help create an inclusive and uniquely identifiable district that will further emphasize the strong cultural and recreational ties the city already has. The site's location along 3300 South allows for easy connection to regional destinations such as downtown Salt Lake City, Salt Lake City International Airport, and the many popular natural features surrounding the Salt Lake area.



### Current Zoning

**The site is currently zoned C-2 General Commercial, which does not permit residential use. Rezoning will be required to accommodate housing.**

The C-2 zone allows commercial development by right, with standards governing parking, landscaping, building height, and site design. Building heights are limited to 75 feet, with more restrictive standards adjacent to residential uses. At least 15 percent of the site must be landscaped, excluding parking areas. Design standards emphasize street frontage and pedestrian access, requiring buildings to frame streets and include minimum walkway widths along active facades.



Drone/ Eye level photos of the site.

# 03/ Existing Conditions

## Site Context

### Density Limitations

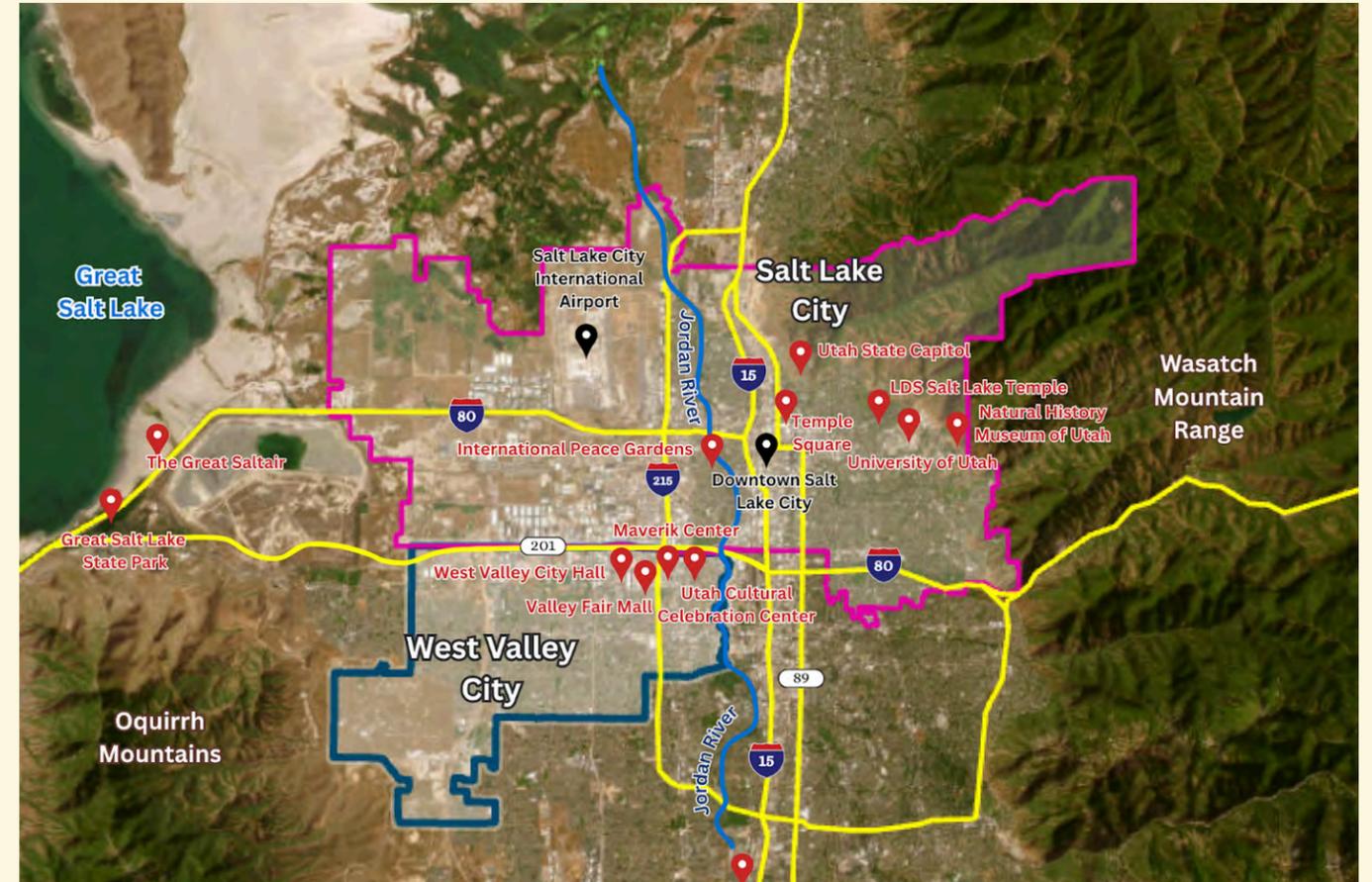
The site is currently zoned C-2 which does not allow residential use. Hence, a zone change will be necessary. Some of the application residential design requirements include:

- All dwelling units stacked on top of each other must have at least one parking space in a garage per dwelling unit. Dwelling units attached side by side, including townhomes, must have a two-car garage with minimum interior dimensions of 20ft by 20 ft for each dwelling unit.
- Each dwelling unit must have its own patio or balcony of at least 60sq ft.
- Minimum unit sizes for units stacked on top of each other must have:
  - 400 sq ft for a studio unit
  - 600 sq ft for a 1-bed unit
  - 800 sq ft for a 2-bed unit
  - 1000 sq ft for a 3-bed unit
  - 1300 sq ft for a 4-bed or larger unit
- Minimum unit sizes for units connected side by side must have:
  - 800 sq ft for a 1-bed unit
  - 1100 sq ft for a 2-bed unit
  - 1400 sq ft for a 3-bed unit
  - 1700 sq ft for a 4-bed or larger unit
- The City's multi-unit residential design standards are found in Sections 7-11-403 through 7-11-414 of the Zoning Ordinance.



### Contextual Analysis

West Valley City is located 5 miles southeast of downtown Salt Lake City, giving it a central and well-connected position within the region. It is framed by the Oquirrh Mountains to the west and the Jordan River on the eastern boundary and serves as a link between regional destinations as well as major industrial corridors. It is within close proximity to many of the region's most significant cultural and historic sites, including Temple Square and the State Capitol. Nearby access to key transportation routes like SR-201 and I-215 provides the city with strong access to surrounding communities, the airport, and the broader Salt Lake City metropolitan region. This strategic location allows West Valley City to function as both a regional employment hub and a culturally diverse community with access to recreation, transit, and economic opportunity.



# 03/ Existing Conditions

## Past Plans & Relevant Precedents

### West Valley City General Plan Update (2015)

West Valley City General Plan Update (2015)

The Vision West 2035 General Plan, originally adopted in 2009, updated in 2015, and being updated again currently, outlines a vision for growth and development through 2035, guiding land use, economic expansion, urban design, and transportation. It builds on the city's transformation from an agricultural area to a diverse suburban community, with an emphasis on revitalizing key opportunity corridors, expanding the economy, and creating a recognizable downtown through higher intensity, transit-oriented development. The plan provides implementation methods consisting of goals and actions that support the city's growth as it approaches full buildout. The plan covers key topics that relate to the project, such as:

- Opportunity zones for development and redevelopment
- Goals and actions to improve fiscal health and quality of life
- Urban design recommendations to enhance the City's appearance
- Goals and actions for property maintenance and beautification
- Goals and actions for housing value and affordability
- Solutions for stormwater management

### Active Transportation Plan

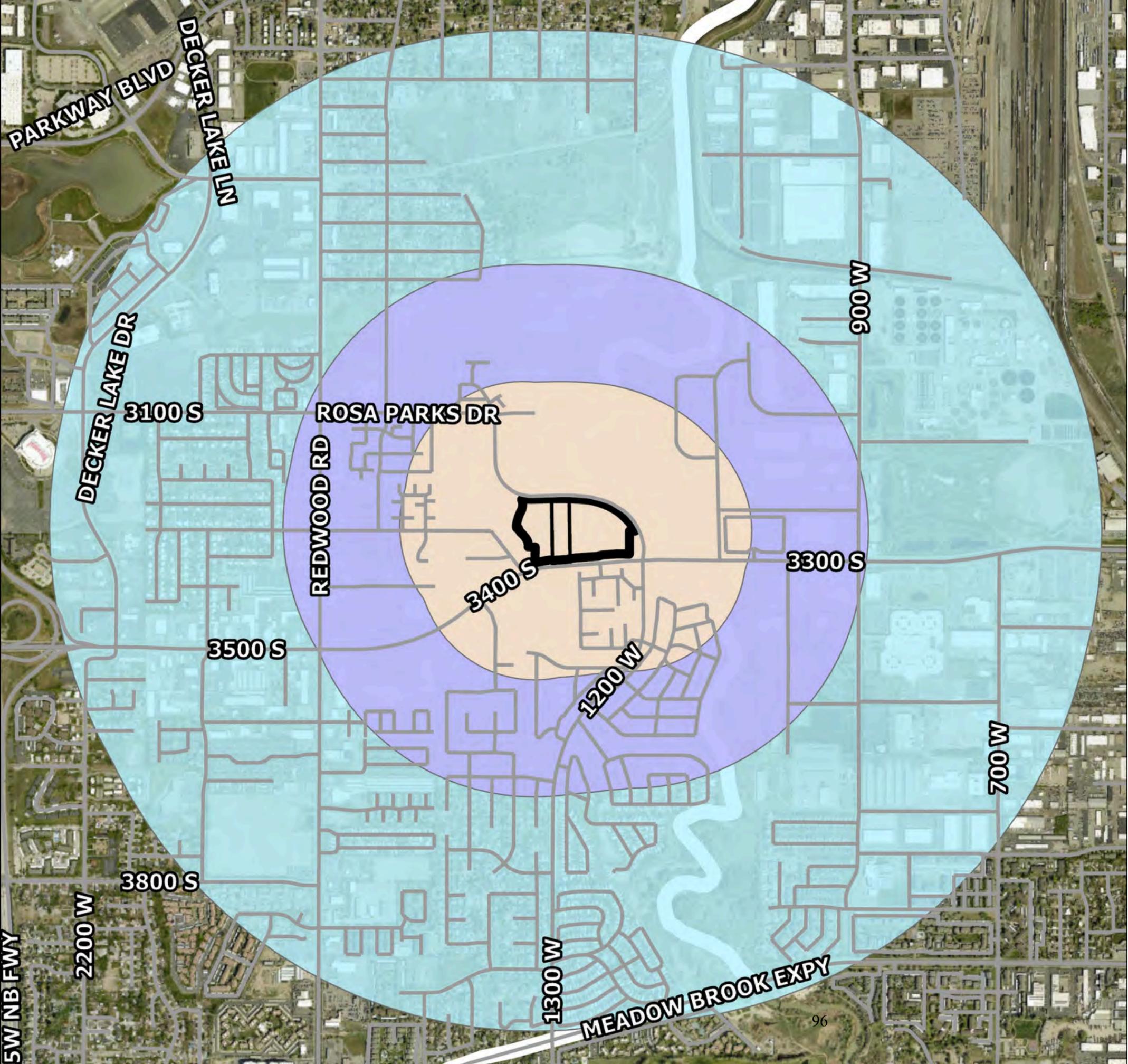
The Active Transportation Plan aims to expand the existing multimodal transportation network to improve connectivity between neighborhoods, public amenities, and adjacent communities. It outlines three primary goals: enhance the safety of active transportation users, foster increased active transportation usage throughout the City for all user groups, and increase the total lane miles of bike lanes and sidewalks. An extensive analysis was conducted to identify and map the implementation process, along with design guidelines for the recommended projects.

### 2022 Moderate Income Housing Plan

The Moderate Income Housing plan details a housing market and income analysis to provide housing strategies and an implementation plan. In accordance with Section 10-9a-403(2)(b)(iii) of the Utah Code, the City identified ten recommended housing strategies: A, C, E, F, G, H, N, O, P, and V. Each strategy includes defined implementation steps and timelines to support and provide moderate-income housing.

### Major Street Plan

The Major Street Plan consists of a map of West Valley City, identifying intersection improvements and seven road classifications. It is designed to promote enhancements to existing infrastructure and guide planning for the City's overall connectivity.



# MARKET ANALYSIS

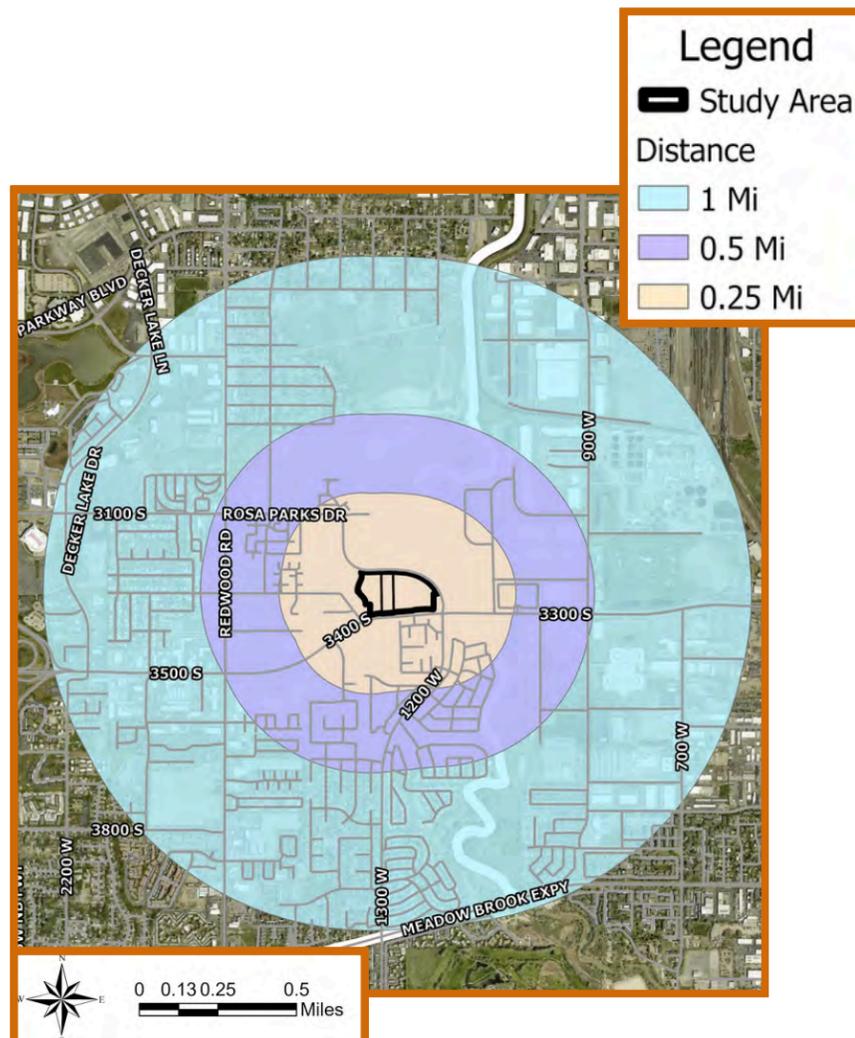
04

# 04/ Market Analysis

## Residential Market Analysis

### Market Area Buffer

This analysis uses 0.25-mile, 0.5-mile, and 1-mile trade area buffers around the subject site to evaluate local demand for development on a small parcel within West Valley City. These buffer areas reflect walkable access, neighborhood-level commercial activity, and the surrounding competitive environment, supporting the evaluation of housing, retail, employment, and land value opportunities within the immediate West Valley City area around the site.



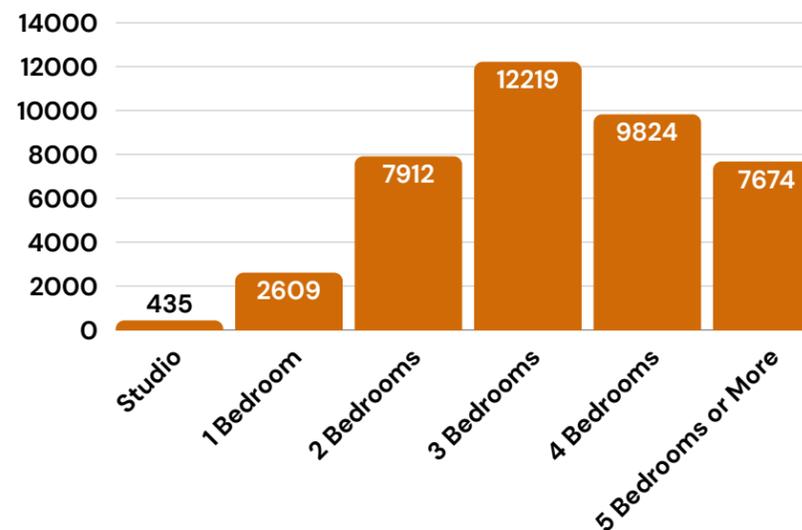
### General Housing Conditions

A comprehensive assessment of West Valley City's housing inventory using ESRI, Costar, and U.S. Census Data includes an evaluation of overall housing typology, unit size, occupancy trends, and affordability within the general West Valley City area, as well as the surrounding areas within the subject site to help the City better understand where the current supply may meet evolving demand.

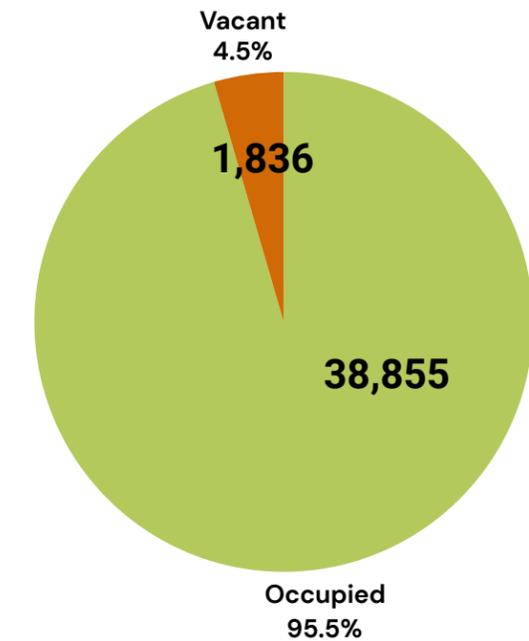
West Valley City's housing stock is primarily occupied with a diverse housing typology that consists of both single-family (73.8%) and multifamily (19.9%) units, with the rest falling under mobile homes (6.4%).

By assigning a value of 5 bedrooms to all units within the "five or more bedrooms" housing type, the average dwelling unit is calculated to have 3.13 bedrooms. The breakdown of housing types by the number of bedrooms highlights the segments in West Valley City's diverse housing market that are being met

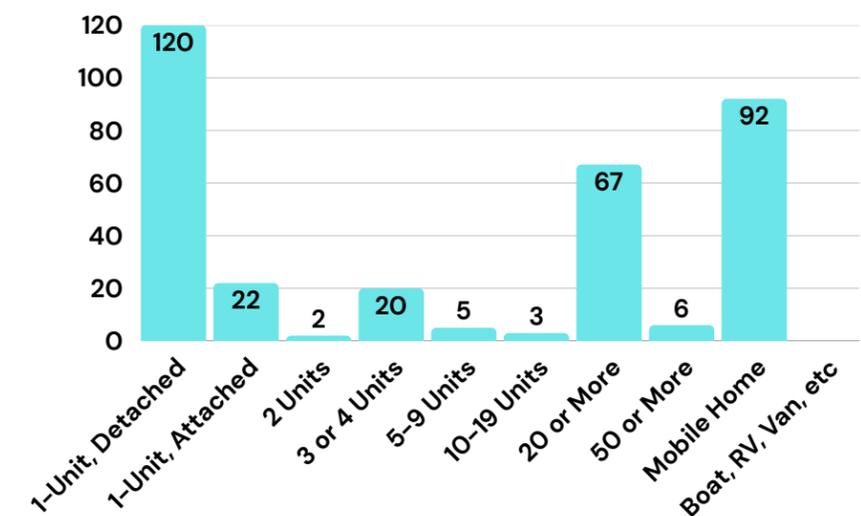
Housing Units by Bedroom Count



Occupancy Status



Housing Units by Structure

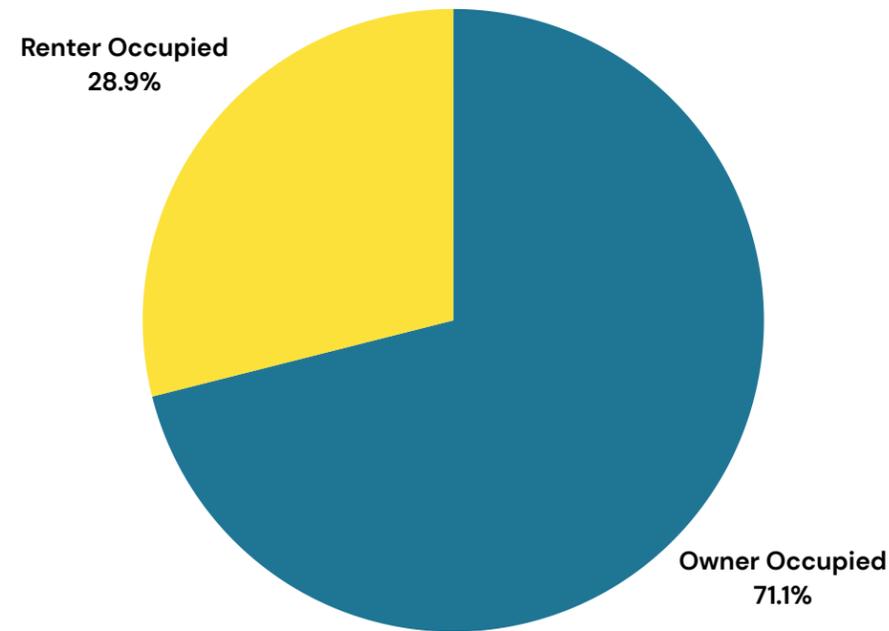


# 04/ Market Analysis

## Residential Market Analysis

The average household size in West Valley City is 3.54, with owner households averaging 3.63 persons and renter households averaging 3.32 persons, suggesting that the city's housing stock is keeping up with the overall demographic conditions. Out of the City's total occupied units, 71.1% are owner-occupied, while 28.9% are renter-occupied.

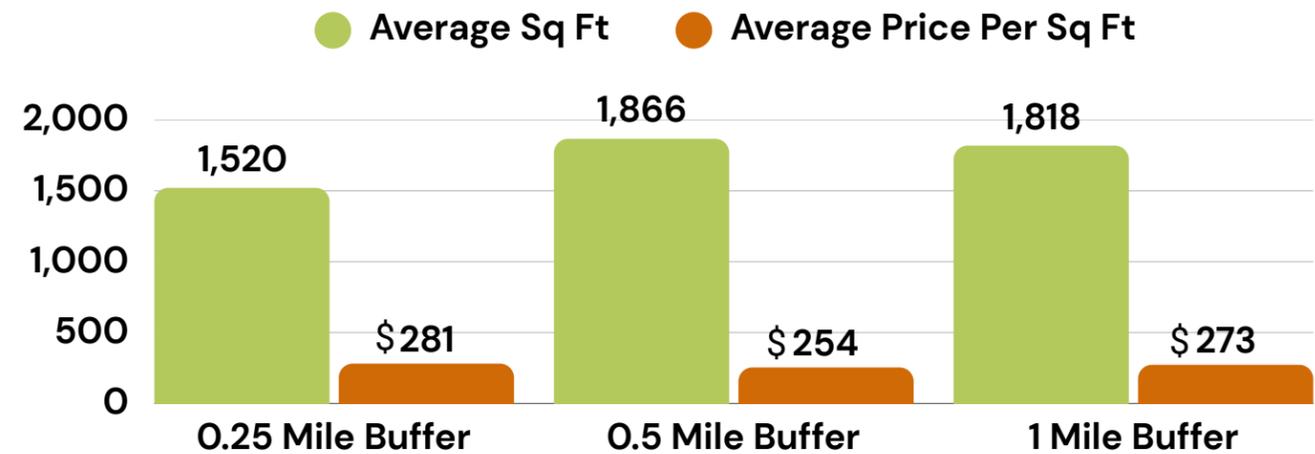
**Owner Vs Renter-Occupied**



According to Redfin data for the West Valley City area, the median sale price of a home was \$478K last month, down 0.42% since last year. The median sale price per square foot in West Valley City is \$224, up 1.4% since last year. In October 2025, West Valley City single-family home prices were up 0.8% compared to last year, selling for a median price of \$500K. On average, single family homes in West Valley City sell after 34 days on the market compared to 27 days last year. There were 69 total homes sold in the last month within the West Valley City area.

Single Family Housing Data			
	0.25 Mile Radius	0.5 Mile Buffer	1 Mile Buffer
<b>Properties Sold Within the Year</b>	4	18	54
<b>Median Sales Price</b>	\$369,475	\$454,989	\$419,700
<b>Avg. Sq Ft</b>	1,520	1,866	1,818
<b>Avg. Days on Market</b>	51	88	73
<b>Avg. Price Per Sq Ft</b>	\$281.07	\$254.14	\$272.86
<b>Avg. Number of Bedrooms</b>	3.5	3.6	3.6

**Avg. Sq Ft vs Price Per Sq Ft**



# 04/ Market Analysis

## Multifamily Analysis

### 0.25 Mile Radius Key Statistics

- Unit Inventory - 244
- Median Cap Rate - 5.1%
- Average Units/ Building - 244
- Vacant Units - 8
- Vacancy Rate - 3.3%
- Occupancy Rate - 94.7%
- Market Sale Price/Unit - \$250,026
- Population Growth over 5 Yrs- 0.8%

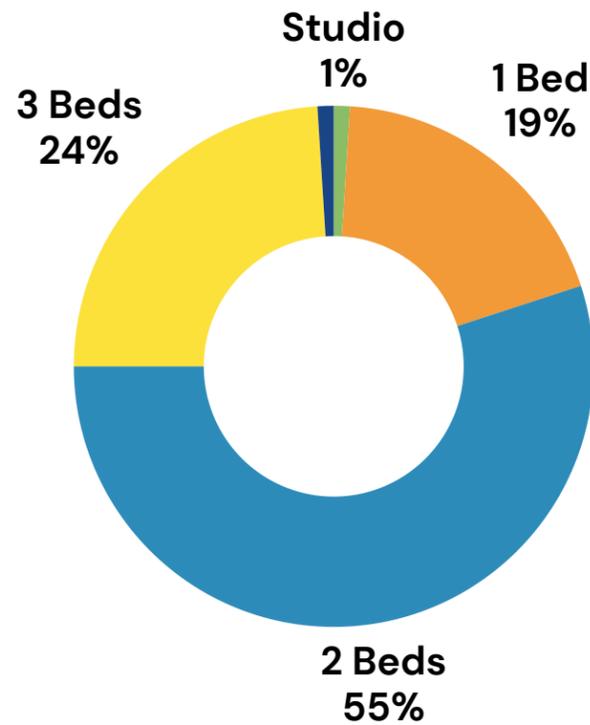
### 0.50 Mile Radius Key Statistics

- Unit Inventory - 932
- Median Cap Rate - 5.1%
- Average Units/Building - 104
- Vacant Units - 49
- Vacancy Rate - 5.3%
- Occupancy Rate - 96.7%
- Market Sale Price/Unit - \$207,778
- Percent Growth over 5 Yrs: - 0.6%

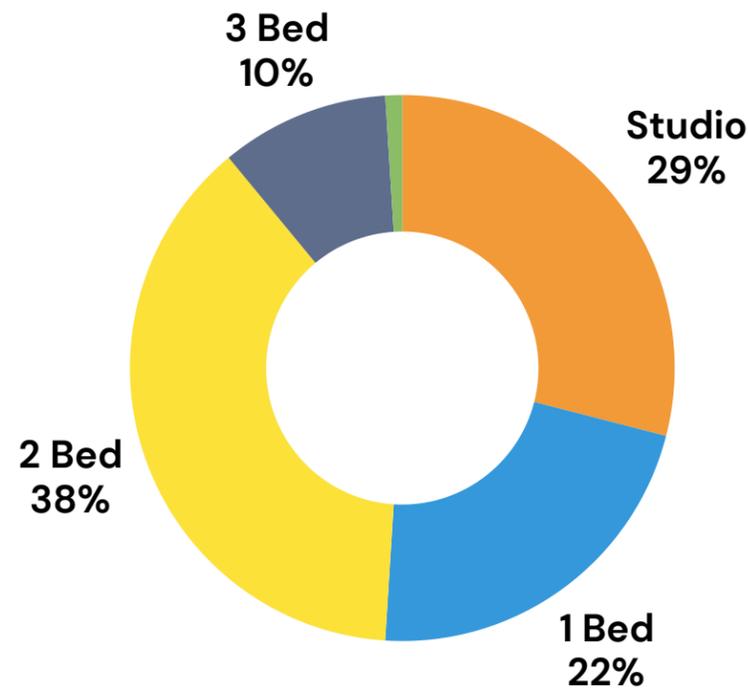
### 1 Mile Radius Key Statistics

- Unit Inventory - 1,481
- Median Cap Rate - 5.2%
- Average Units/Building - 82
- Vacant Units - 61
- Vacancy Rate - 4.3%
- Occupancy Rate - 95.7%
- Market Sale Price/Unit: \$190,229
- Percent Growth over 5 Yrs - 0.8%

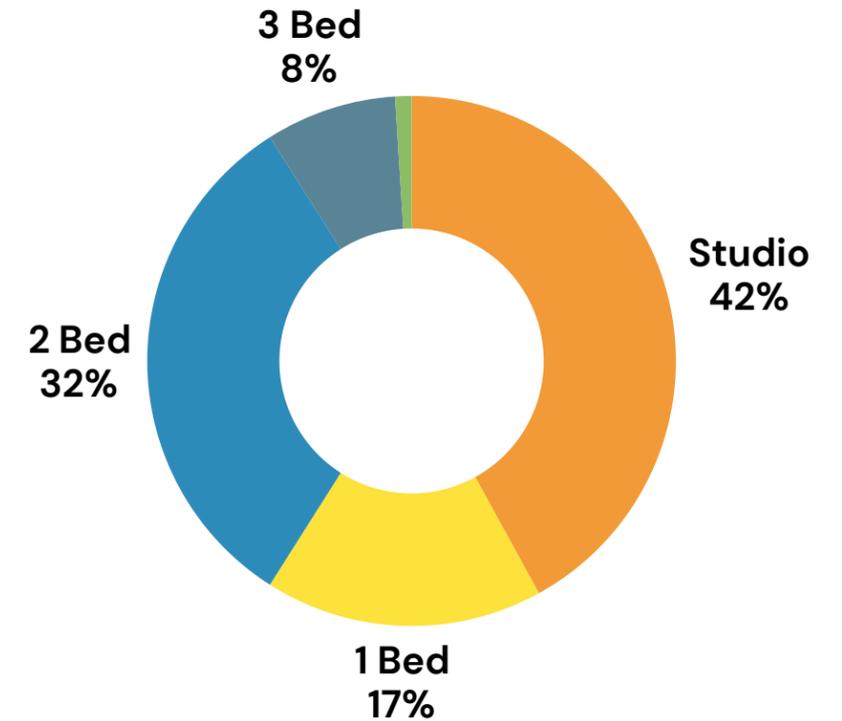
### Total Units By Bedroom



### Total Units By Bedroom



### Total Units By Bedroom



# 04/ Market Analysis

## Single Family Home Analysis

### 0.25 Mile Radius Key Statistics

- Properties Sold Within the Year - 4
- Median Sales Price - \$369,475
- Average SF - 1,520
- Average Days on Market - 51
- Average Price Per SF - \$281.07
- Average Number of Bedrooms - 3.5

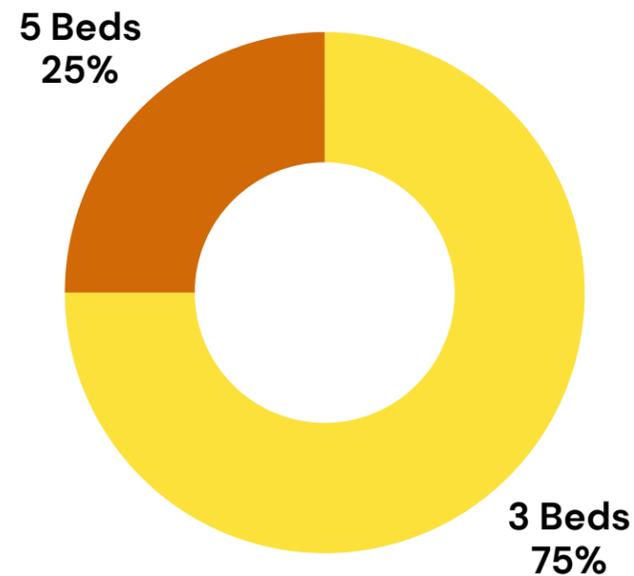
### 0.50 Mile Radius Key Statistics

- Properties Sold Within the Year - 18
- Median Sales Price - \$454,989
- Average SF - 1,866
- Average Days on Market - 88
- Average Price Per SF - \$254.14
- Average Number of Bedrooms - 3.6

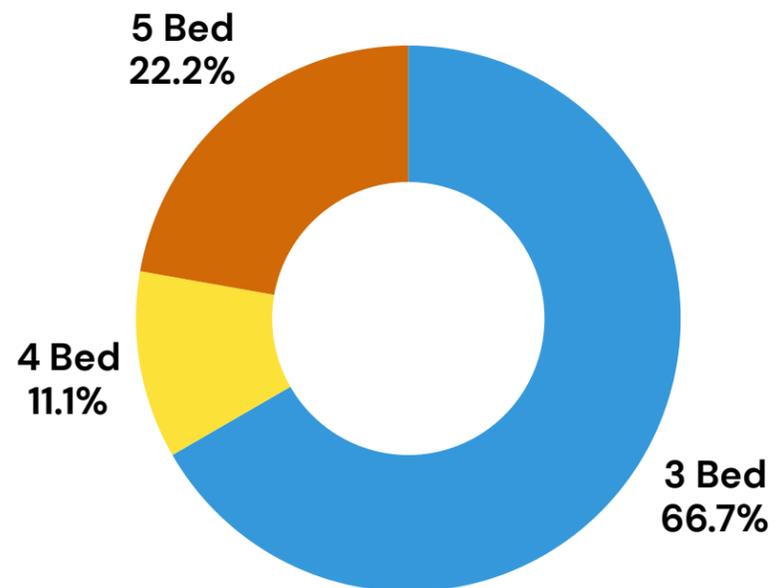
### 1 Mile Radius Key Statistics

- Properties Sold Within the Year - 54
- Median Sales Price - \$419,700
- Average SF - 1,818
- Average Days on Market - 73
- Average Price Per SF - \$272.86
- Average Number of Bedrooms - 3.6

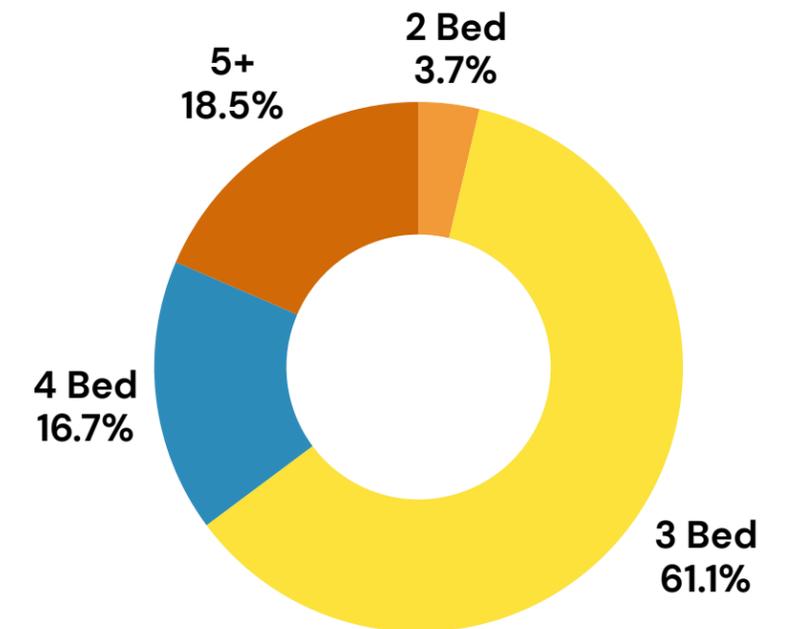
### Total Units By Bedroom



### Total Units By Bedroom



### Total Units By Bedroom



# 04/ Market Analysis

## Retail Market Analysis

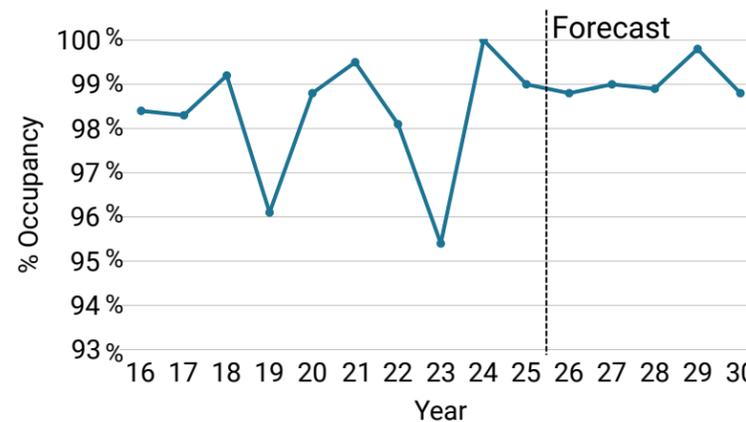
### Market Area Buffer

This retail market analysis evaluates conditions within a 1 mile radius of the subject site to understand the feasibility of future commercial development. The assessment examines local occupancy rates, absorption trends, market asking rent growth, sales volume and market sales price per square foot to establish a clear picture of current retail performance. By aligning these market indicators with the types of retail uses contemplated for the site, the analysis gauges realistic demand and informs the scale and positioning of retail opportunities that can be supported within the immediate West Valley City markets.

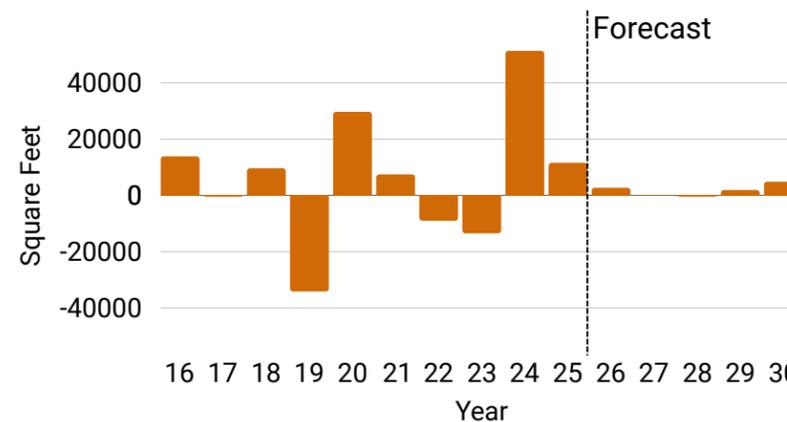
### Retail Analysis - 1 Mile Radius

- Inventory SF - 1.2 Million**
  - 102 Units
- Market Cap Rate - 7.0%**
- Vacancy Rate - 0.2%**
  - Vacant SF - 2.5K
- Occupancy Rate - 99.8%**
  - Available SF - 3.8K
- 12 Month Net Absorption SF - 2.5K**
  - 12 Month Net Absorption % of Inventory - 0.2%
- Properties Sold Within Past Year - 7**
- Average Months on the Market - 1.9**

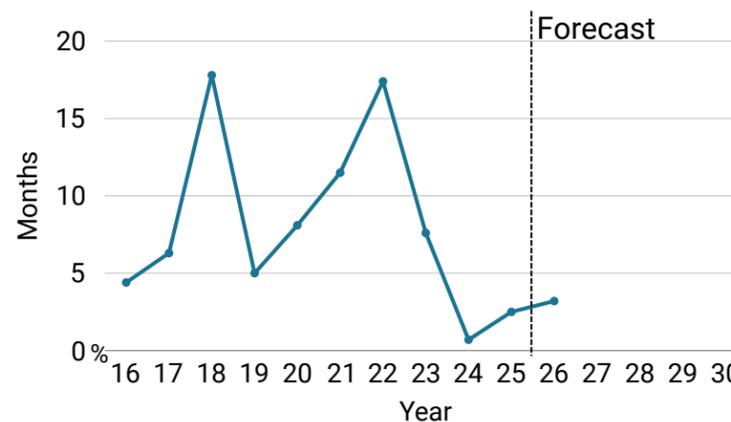
Occupancy



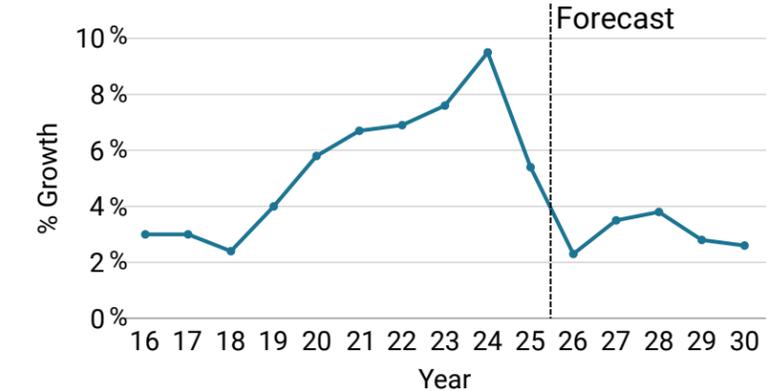
Net Absorption (SF)



Median Months on Market



Market Asking Rent Growth (YOY)



**Market Asking Rent/SF - \$25.78**

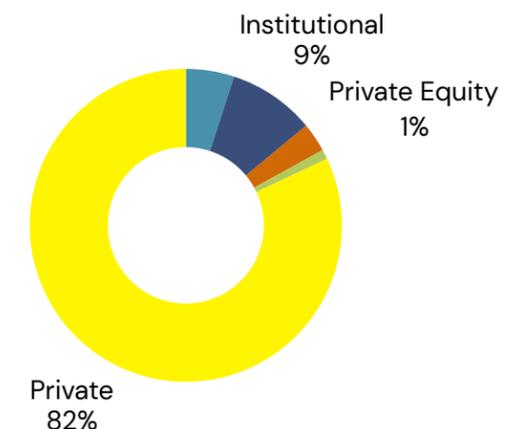
• 5.1% Increase from Previous Period

**Market Sale Price/SF - \$231**

• 4.0% Increase from Previous Period

**24 Month Lease Renewal Rate 98.7%**

Asset Value By Owner Type



The asset ownership mix is heavily concentrated among private owners, who control 76% of total market value, while institutional and public owners represent a much smaller share. This suggests a dispersed market based on relationship-based deals and limited institutional competition.

# 04/ Market Analysis

## Opportunity & Constraint Summary

This opportunity and constraints summary uses local spending data to show unmet retail and services demand within the study area. The Spending Potential Index (SPI) compares how much residents within each buffer area spend on different retail categories relative to the regional average value of 100. Index values below 100 indicates that residents are spending less than expected locally, suggesting potential leakage and opportunities for new or expanded retail uses. The Average Amount Spent reflects estimated annual spending per household by residents living within each buffer area. Together, these measures help identify retail sectors where resident demand exists but may not be fully captured by current businesses.

### Retail Opportunity Gaps

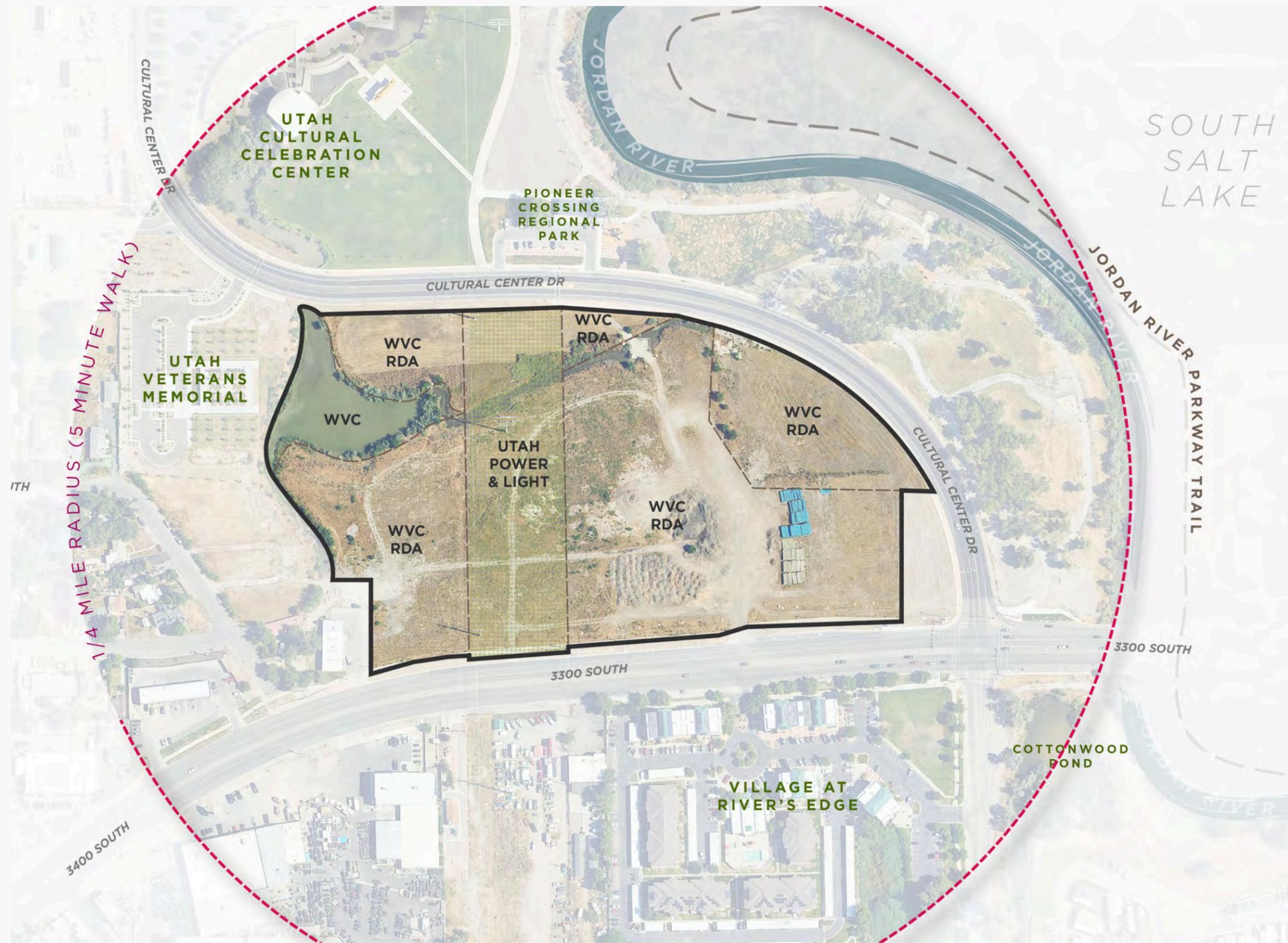
Retail Goods and Services Expenditures - 0.25 Mile Buffer			
Sector	Spending Potential Index	Average Amount Spent	Total
Apparel and Services	73	\$1,796.94	\$997,299
Entertainment & Recreation	68	\$2,777.09	\$1,541,285
Food	71	\$8,233.85	\$4,569,787
Gasoline/Diesel Fuel,Electric Vehicle Charging	73	\$2,542.55	\$1,411,117

Retail Goods and Services Expenditures - 0.5 Mile Buffer			
Sector	Spending Potential Index	Average Amount Spent	Total
Apparel and Services	69	\$1,688.62	\$3,044,590
Entertainment & Recreation	63	\$2,584.87	\$4,660,516
Food	67	\$7,793.06	\$14,050,893
Gasoline/Diesel Fuel,Electric Vehicle Charging	69	\$2,401.62	\$4,330,127

Retail Goods and Services Expenditures - 1 Mile Buffer			
Sector	Spending Potential Index	Average Amount Spent	Total
Apparel and Services	75	\$1,827.35	\$10,068,710
Entertainment & Recreation	69	\$2,833.19	\$15,610,903
Food	73	\$8,458.19	\$46,604,628
Gasoline/Diesel Fuel,Electric Vehicle Charging	75	\$2,623.78	\$14,557,040

### Above Average Spending

<p><b>Apparel and Services</b></p> <ul style="list-style-type: none"> <li>• Most Significant Subset                             <ul style="list-style-type: none"> <li>◦ Women’s Apparel - \$3,366,914</li> </ul> </li> </ul>	<p><b>Food</b></p> <ul style="list-style-type: none"> <li>• Most Significant Subset                             <ul style="list-style-type: none"> <li>◦ Food at Home - \$29,732,065</li> </ul> </li> </ul>
<p><b>Entertainment &amp; Recreation</b></p> <ul style="list-style-type: none"> <li>• Most Significant Subset                             <ul style="list-style-type: none"> <li>◦ TV/Video/Audio - \$4,856,501</li> <li>◦ Pets - \$3,932,278</li> <li>◦ Fees &amp; Admissions - \$3,544,140</li> </ul> </li> </ul>	<p><b>Furniture</b></p> <ul style="list-style-type: none"> <li>• <b>\$3,462,531</b></li> </ul>



# SCENARIO DEVELOPMENT PROCESS

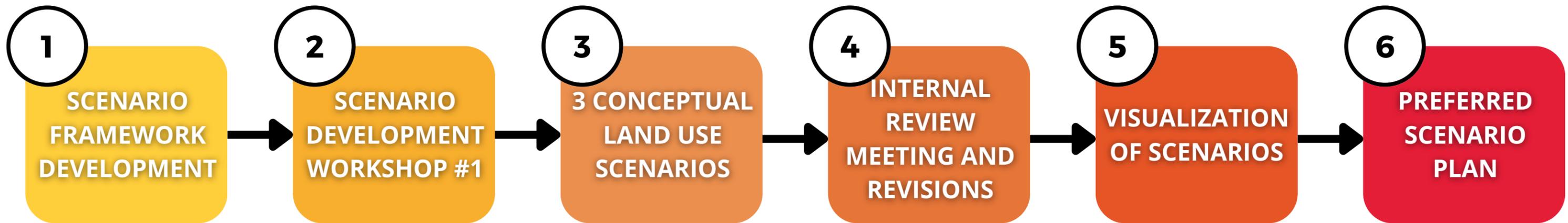
05

# 05/ Scenario Development Process

## Process Overview

### Process Overview

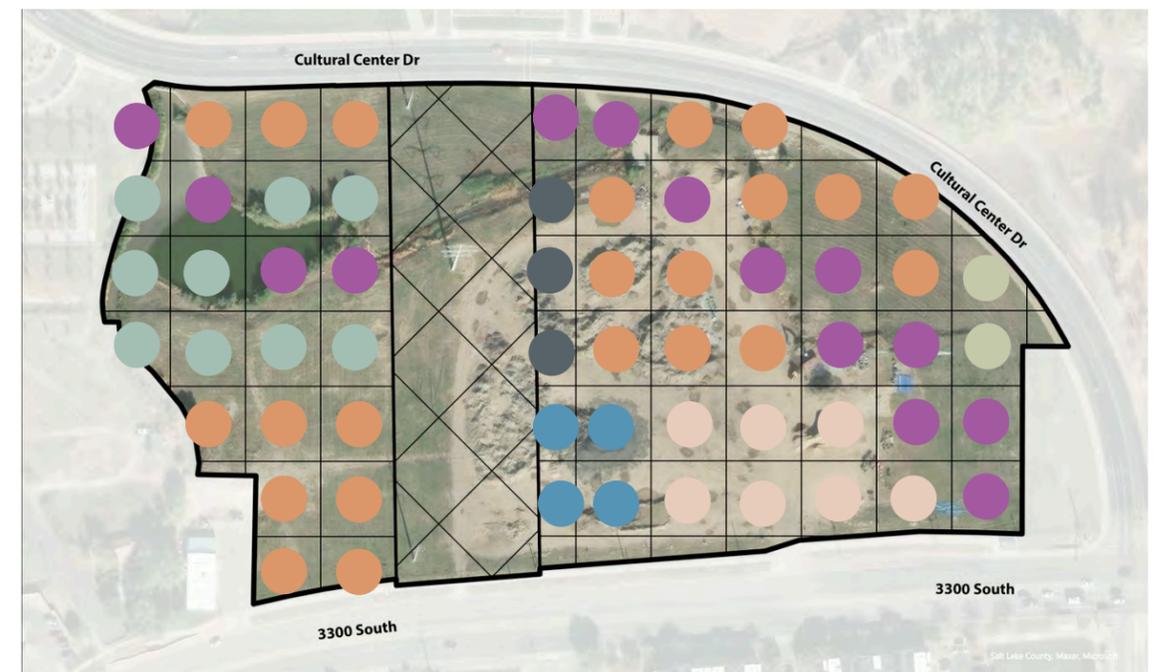
Through multiple stakeholder meetings, as well as knowledge of existing conditions, and market research, three scenarios were drafted that helped shape the overall vision for the site. These scenarios outlined potential site layouts that included varying densities, uses, and road layouts. The preferred scenario would be shaped based on further revision and stakeholder discussion of these concepts.



### Concept Scenario Key Aspects

- ✓ Integration of a public plaza that could help facilitate pedestrian movement throughout the site. The plaza would have an important cultural spin on it.
- ✓ Layouts of mixed use building including uses for commercial and residential spaces.
- ✓ Incorporation of the public utility parcel that sits in the center of the site. This incorporation either included it as part of the design, or formed the design around the parcel.
- ✓ Showcase of movement throughout the site, both for pedestrians and for vehicles.

- Commercial
- Light Industrial (e.g., flex space)
- Mixed-Use Residential
- Mixed-Use Commercial
- Multi-Family Residential
- Single-Family Attached Residential
- Small Lot Detached Residential
- Small Scale Restaurant
- Small Scale Retail
- Small Scale Activation
- Open Space / Recreation



# 05/ Scenario Development Process

## Concept Scenarios

### Concept 1

The first scenario outlines a central plaza located on the east side of the site acting as the hub for a radial pattern of development, including primarily commercial mixed-use on the southern and eastern portions of the site, while residential mixed-use would mainly occupy areas in the west and north of the site

### Concept 2

The second scenario involves turning the utility area at the center of the site into a cultural plaza and having it act as a connection, facilitating movement from 3300 South on the south of the site towards the edge of the Utah Cultural Center to the north. The plaza area would be where the bulk of the commercial mixed-use would be located, with additional development stretching along the south side of the site. The residential mixed-use would fill in space in the northeast corner of the site and the western end of the site.

### Concept 3

The third concept outlines putting the cultural plaza directly across from the current mixed-use area, directly south of the site, across 3300 South to prioritize easy access to the site and movement between the two mixed-use areas. The roadway design in this concept would follow the curvature of Cultural Center Drive. Similar to Concept 2, the commercial mixed-use aligns closely in that it is mostly situated along the southern portion of the site and surrounds the utility area at the center of the site. This concept also outlines the residential mixed-use occupying the northeast of the site and the west end of the site.

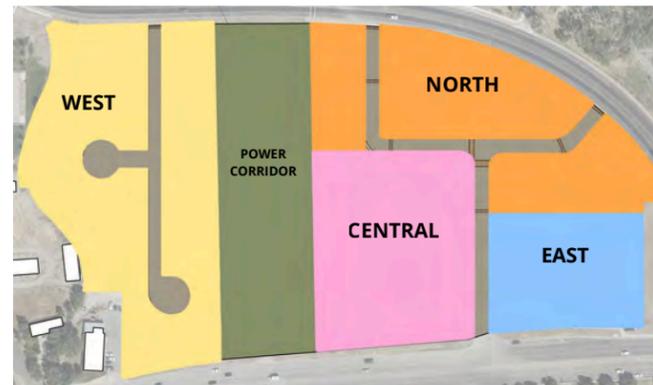


# 05/ Scenario Development Process

## Preferred Scenario

### Preferred Concept Scenario

The preferred scenario organized the site into four subdistricts - West, North, East, and Central - each with a distinct development pattern, block structure, and residential or commercial emphasis. The overall concept introduces a network of internal greenspace connections and pedestrian linkages that unify the site and support a walkable neighborhood environment. Development is characterized by a mix of twin homes, townhomes, commercial buildings, and targeted mixed-use opportunities oriented along 3300 South.



In this scenario, the West and North subdistricts emphasized lower scale residential development that transitions sensitively to surrounding neighborhoods. The East subdistrict explored two commercial development opportunities positioned to leverage visibility and access along 3300 South. The Central subdistrict accommodates the highest density mixed-use building, serving as the focal point of activity and integrating residential and commercial uses within a compact footprint. Collectively, the preferred scenario establishes a clear site structure, refines appropriate densities and building types, and aligns development intensity with market conditions, access, and site constraints.

### Utility Easement

Towards the end of the site design process, the City made the decision to remove the proposed east-west road through the Rocky Mountain Power utility easement. While the roadway had previously been included as a potential circulation improvement, further coordination with the utility clarified that any public infrastructure within the corridor would be considered an encroachment.

Rocky Mountain Power confirmed that adding a road, or any improvement, would require the City to enter into a lease agreement and pay ongoing fees for use of the corridor. To avoid creating long-term financial obligations and to ensure the final concept remained practical and cost-effective, the City and RDA chose to eliminate the roadway and focus on improvements outside the utility easement.

### Key Elements by Subdistrict

#### West Subdistrict

- Mix of twin homes and attached townhomes.
- Early concepts required HOA changes and larger minimum lot sizes.
- Shared internal greenway connections and consistent sidewalks/planting strips

#### North Subdistrict

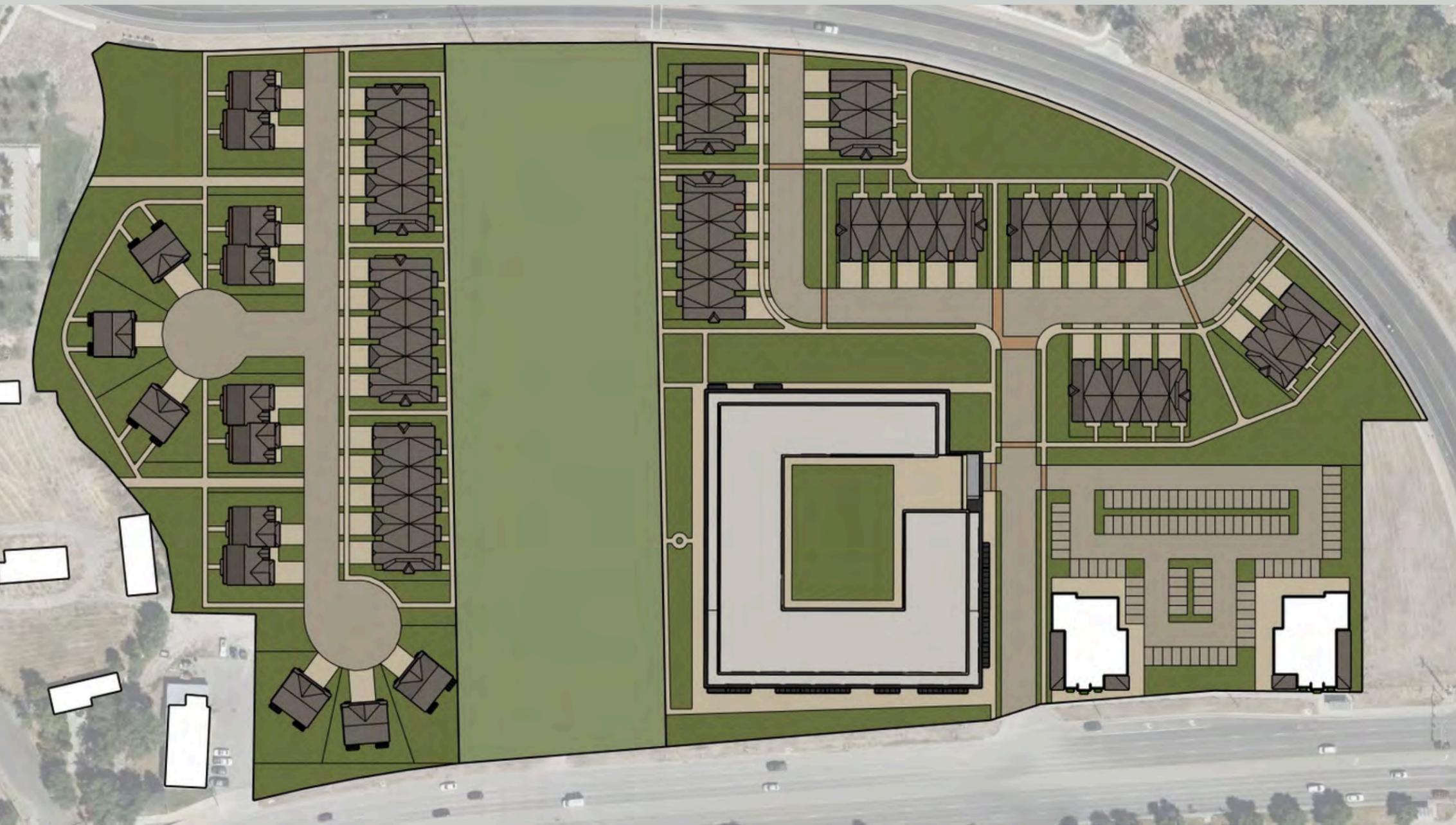
- Townhomes
- Flex green space/park.
- Internal greenspace framed by buildings; no driveways on Cultural Center Drive.
- Market preference likely required choosing one model rather than a hybrid.

#### East Subdistrict

- Commercial-focused with small restaurant/retail pads.
- Layout challenges suggested shifting retail to the 3300 South edge with residential behind.

#### Central Subdistrict

- Podium-style mixed-use building with structured parking.
- Densest residential area with a mix of 1-, 2-, and 3-bedroom units.
- Flex plazas and pedestrian pathway along the utility corridor.



# REDEVELOPMENT PLAN

# 06/ Redevelopment Plan

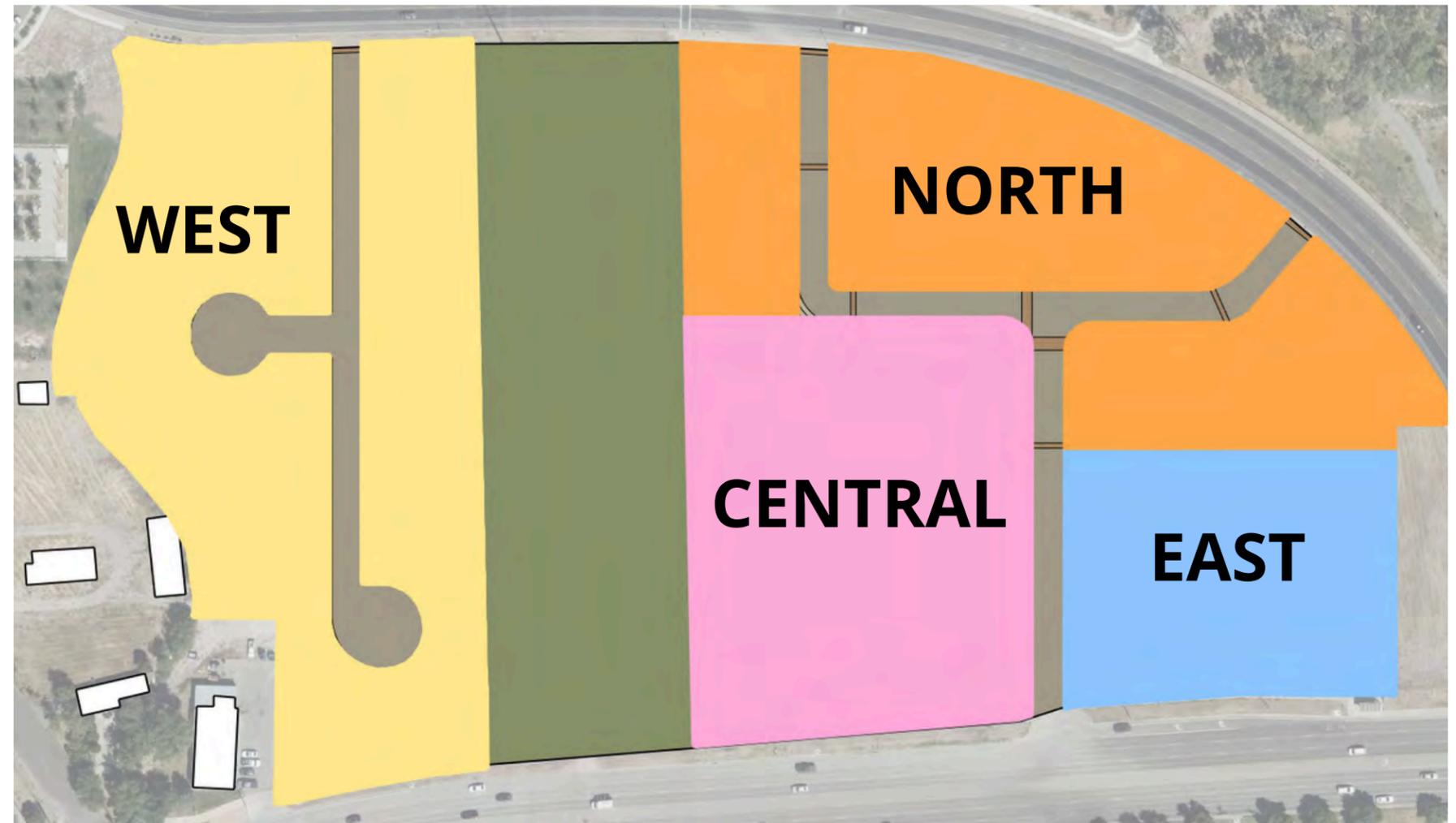
## Redevelopment Plan for the West Valley RDA Owned Land

The redevelopment plan reorganizes the site into four coordinated subdistricts - West, North, Central, and East - each with a distinct role but unified by a walkable street network, compact residential patterns, and targeted commercial uses.

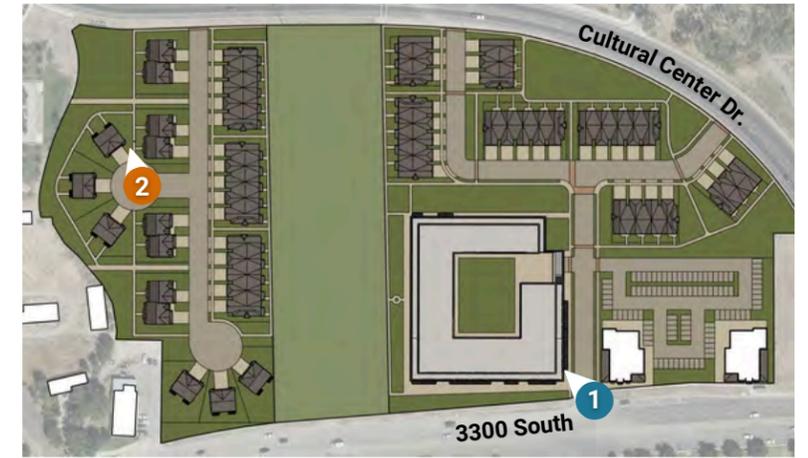
The plan delivers a balanced mix of townhomes, twin homes, commercial, and mixed-use buildings supported by internal green spaces, multi-use paths, and enhanced pedestrian connectivity. Commercial activity is focused along 3300 South to strengthen site visibility and provide neighborhood-serving amenities.

### 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.



# 06/ Redevelopment Plan



1



View of mixed-use developments from 3300 South looking northwest.

2



View from the westernmost cul-de-sac looking northwest towards a collection of townhomes and twin homes

# 06/ Redevelopment Plan

## Central Subdistrict

### Central Subdistrict Overview

The Central subdistrict contains the widest mix of uses and represents the most significant opportunity for private development investment. It is bounded by the RMP utility corridor to the west, Cultural Center Drive to the north, new public roads to the east and northeast, and 3300 South to the south. This location offers strong visibility from 3300 South and functions as a secondary gateway. Sidewalks line all surrounding roads, and multi-use paths connect across the subdistrict to support pedestrian and bicycle circulation.

Along the southern edge, one multi-story mixed-use building introduces commercial activity and new residential options, with a various green spaces for recreation, outdoor dining, and resident amenities. Pedestrian paths are strategically placed around the building to ensure walkability and connectivity.



Mixed Use Building
1 Bed: 62 units
2 Bed: 92 units
3 Bed: 40 units
<b>10,282 SF Ground Floor Commercial</b>
<b>3 Retail Spaces</b>
<b>2 Restaurant Spaces</b>

### Concept Scenario Key Aspects

#### Mixed Use Building:

- Five stories with 10,282 sq ft of ground-floor commercial space, 244 parking stalls within 4 level garage, and 194 multifamily units of varied sizes.
- 15,719 SF of ground floor residential amenity space
- 21,338 SF of rooftop residential amenity space
- 3 retail spaces (1,500 SF each)
- 2 Restaurant spaces (2,250 SF each)

#### Circulation:

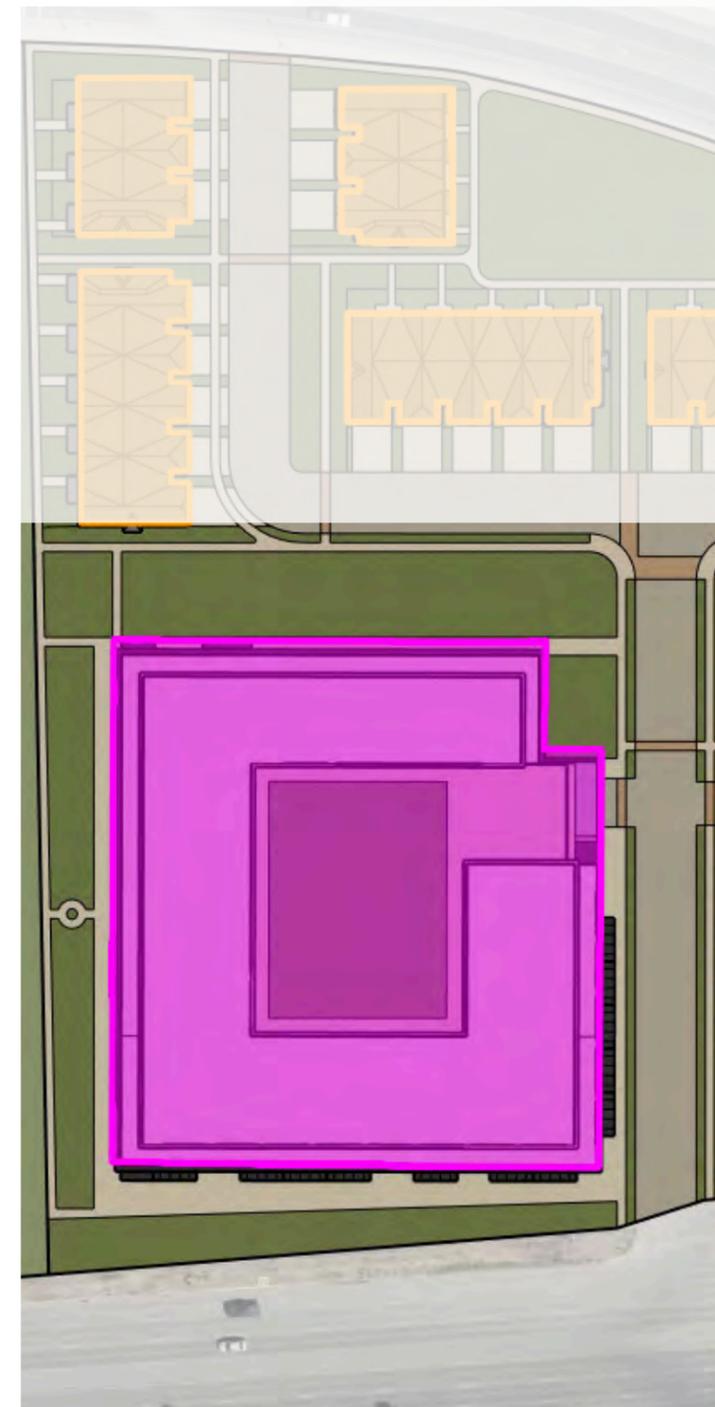
- Sidewalks on all surrounding roads
- Multi-use paths connecting throughout the subdistrict
- Driveway and parking access from the new public road

#### Open Space:

- Variety of large and pocket parks on the north, west, and south sides of the building

#### Parking:

- 244 structured parking spaces in the southeast mixed-use building



# 06/ Redevelopment Plan East Subdistrict

## East Subdistrict Overview

The East subdistrict forms the primary gateway for travelers entering the site from 3300 South. It is framed by Cultural Center Drive to the northeast, a privately owned parcel to the east, 3300 South to the south, and two proposed public roads to the west and north. The street network includes sidewalks along all edges with additional internal pathways to support pedestrian and bicycle circulation. The most visible frontage along 3300 South includes two single-story commercial buildings, offering opportunities for retail, restaurants, and active ground-floor uses. Looking to the future, there is a potential to acquire the parcel at the corner of Cultural Center Drive and 3300 South to strengthen the gateway and expand commercial or mixed-use activity.

## Concept Scenario Key Aspects

### Commercial Development:

- Two commercial buildings at 6,456 gross square feet each, totaling 12,912 square feet.
- Positioned along 3300 South to maximize visibility and site activation.
- Commercial intensity is intentionally limited to avoid oversaturation and to focus on supporting new on-site residential development and nearby neighbors.

### Circulation:

- Sidewalks along all surrounding roads
- Internal paths that connect throughout the subdistrict
- Consistent pedestrian and bicycle access throughout

### Open Space:

- Green spaces located throughout the area with potential for designated public park space

### Parking:

- Supported by 101 surface parking stalls that may also serve nearby civic events



<b>Commercial</b>
<b>2 Buildings</b>
<b>6,456 SF Each</b>
<b>101 Parking Spaces</b>



# 06/ Redevelopment Plan West Subdistrict

## West Subdistrict Overview

The West subdistrict includes approximately 35 units across a mix of housing types, with density transitioning from higher to lower intensity from east to west. It is bounded by Cultural Center Drive to the north, the RMP utility easement corridor to the east, 3300 South to the south, and the Utah Veterans Memorial and other private development to the west. The layout is organized around a primary stub road extending north from Cultural Center Drive, with a smaller stub road branching west near the midpoint. The internal street network remains self-contained because the design avoids crossing the utility easement. All units front these two streets, creating a compact, walkable pattern with shared space for pedestrians, cyclists, and vehicles.



## Concept Scenario Key Aspects

### Housing Mix:

- 20 twin home units, including 12 large twin home units and eight small twin home units
- 15 townhome units in three 5-unit buildings

### Circulation:

- Single vehicular access point from Cultural Center Drive
- All driveways connect to the two stub roads
- Low-speed shared environment that supports pedestrians and cyclists

### Open Space:

- Green spaces are distributed throughout the subdistrict for pocket parks
- Potential extension of the Utah Veterans Memorial Park to the west

### Pedestrian network:

- Sidewalk along the main north-south road
- Paths wrapping around twin homes and townhomes to support on-street and off-street circulation

### Parking:

- 70 private residential garage parking spots, split between the varied residential structures.

Townhomes
3 Buildings
15 Units Total
3,229 SF Each
2 Car Garage Each
30 Spaces Total

Large Twin Homes
4 Buildings
8 Units Total
3,065 SF Each
2 Car Garage Each
16 Spaces Total

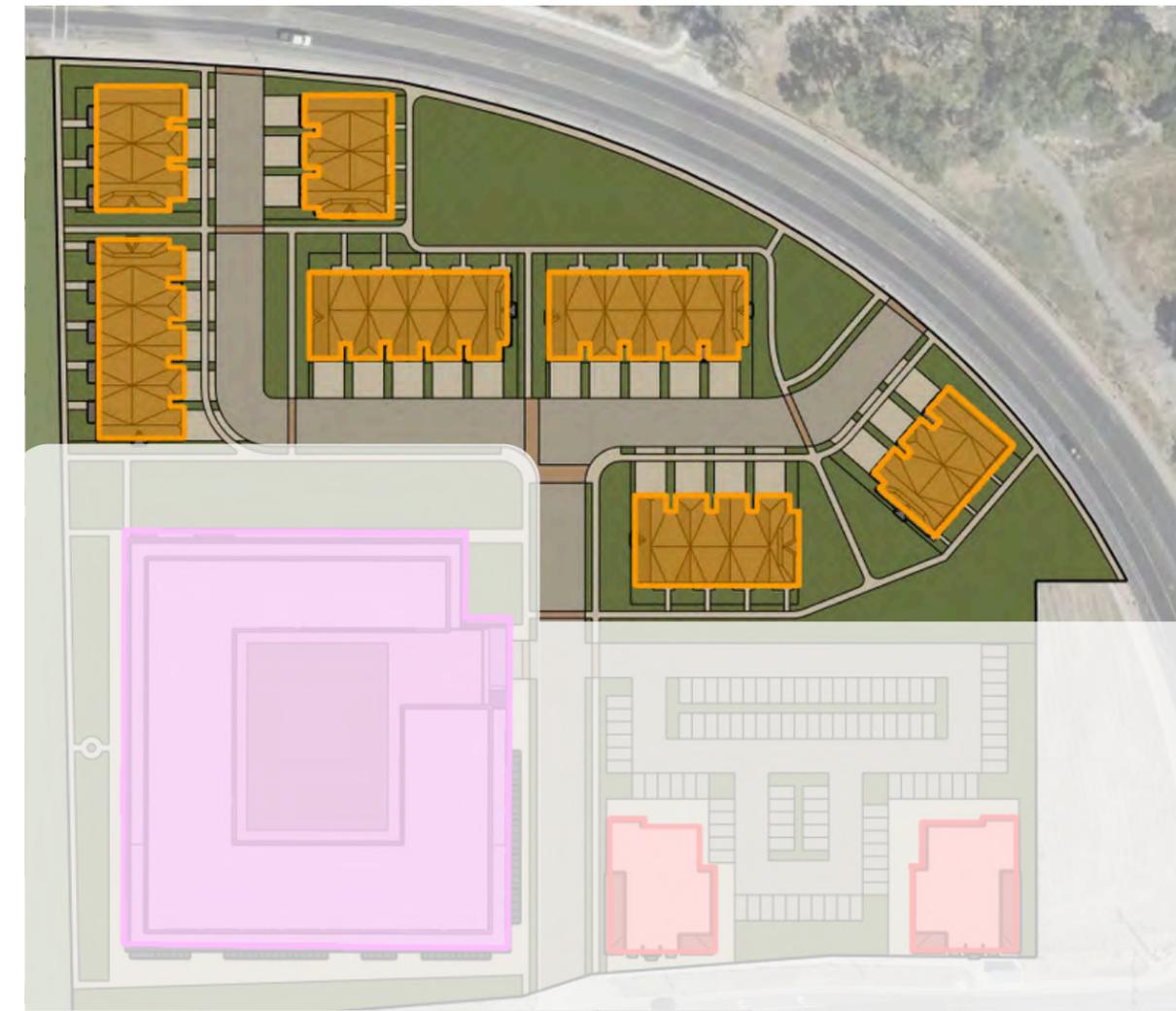
Small Twin Homes
6 Buildings
12 Units Total
1,340 SF Each
2 Car Garage Each
24 Spaces Total



# 06/ Redevelopment Plan North Subdistrict

## North Subdistrict Overview

The North subdistrict is the smallest of the four areas and is framed by Cultural Center Drive to the north and new public roads to the south and west. This area focuses on single-family attached housing in a compact, walkable layout. The design orients all units toward the internal street network and incorporates multiple connections to surrounding sidewalks and pathways. A significant green space opportunity along Cultural Center Drive creates space for a mid-size park that can serve the entire site and complement existing open spaces to the north and east.



## Concept Scenario Key Aspects

### Housing Mix:

- Three 3-unit townhome buildings, 9 units total
- One 4-unit townhome building, 4 units total
- Three 5-unit townhome buildings, 15 units total
- Total of 24 single-family attached units

### Circulation:

- Internal roads connect to the surrounding street network
- Pathways wrap through the subdistrict and connect to the multi-use path on Cultural Center Drive
- Pedestrian and bicycle access available both on-street and off-street

### Open Space:

- Distributed green spaces throughout the subdistrict
- Large park opportunity along Cultural Center Drive that reinforces the site's overall green network

### Pedestrian network:

- Sidewalk along the main north-south road
- Paths wrapping around twin homes and townhomes to support on-street and off-street circulation

### Parking:

- A total of 42 private residential garage parking spaces within the townhome buildings

Townhomes	
5 Buildings	
21 Units Total	
3,229 SF Each	
<hr/>	
2 Car Garage Each	
42 Spaces Total	



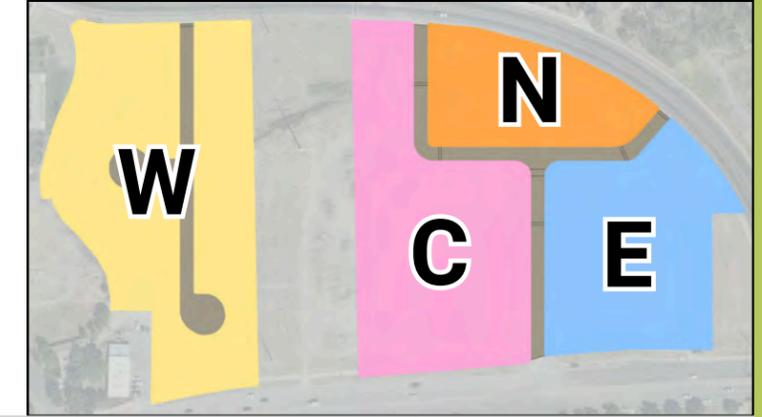


# IMPLEMENTATION FRAMEWORK

07

# 07/ Implementation Framework

## Conceptual Proforma



Type	Sq Footage	Rate per Foot	Construction	Potential Monthly Revenue	Annual Revenue	Annual Debt Service	ROI
<b>North</b>							
Residential	90401	\$225	\$20,340,306	\$62,500	\$750,000	\$113,778	18.44%
<b>West</b>							
Residential	89020	\$250	\$22,255,045	\$82,450	\$989,400	\$124,488	22.23%
<b>Phase 1 Total (2025 Dollars)</b>			<b>\$42,595,351</b>	<b>\$144,950</b>	<b>\$1,739,400</b>	<b>\$238,266</b>	<b>20.42%</b>
<b>Central</b>							
Residential	220648	\$225	\$49,645,780	\$130,550	\$1,566,600	\$277,704.40	15.78%
Commercial	10282	\$375	\$3,855,788	\$34,125	\$226,206	\$21,568.18	29.33%
Garage	85,320	\$170	\$14,504,352	\$0	\$0	\$81,133.23	0.00%
<b>Phase 2 Total (2025 Dollars)</b>			<b>\$68,005,920</b>	<b>\$164,675</b>	<b>\$1,792,806</b>	<b>\$380,405.81</b>	<b>13.18%</b>
<b>East</b>							
Commercial	12912	\$375	\$4,842,023	\$34,125	\$284,065	\$27,084.90	29.33%
<b>Phase 3 Total (2025 Dollars)</b>			<b>\$4,842,023</b>	<b>\$34,125</b>	<b>\$284,065</b>	<b>\$27,084.90</b>	<b>29.33%</b>
<b>Total Project Cost (2025 Dollars)</b>			<b>\$115,443,293</b>	<b>\$343,750</b>	<b>\$3,816,272</b>	<b>\$645,757</b>	<b>16.53%</b>

**Notes:**

- Debt Service anticipated with 20% Down payment. Debt Service assumes at 30-year term and 7.5% interest.
- Figures are based on 2025 pricing and are subject to change.

# 07 // Implementation Framework

## Recommended Actions

The redevelopment plan fits entirely within the Mixed Use (MXD) Zone, which allows residential, commercial, and mixed-use formats in a coordinated, master-planned layout. Implementation focuses on organizing development activity so the four subdistricts build out cohesively, comply with MXD requirements in Chapter 7-6, and reinforce a walkable and connected neighborhood structure.

### Zoning and Regulatory Actions

- Apply the MXD Zone across the full redevelopment area to allow a unified set of permitted uses and eliminate the need for multiple zoning districts. The MXD Zone enables the complete mix of twin homes, townhomes, mixed-use buildings, and commercial pads shown in the preferred scenario.
- Prepare a Development Agreement to lock in the internal street network, minimum open-space requirements, and block structure. The MXD Zone allows its standards to be superseded by a Development Agreement, making it the primary tool for coordinating all subdistricts.
- Set frontage, building placement, and design expectations consistent with MXD and the City's commercial/mixed-use design standards, including street-facing entries, limited front setbacks, and active frontages along 3300 South and central internal streets.



### Infrastructure and Site Preparation

- Construct the public street network connecting Cultural Center Drive to the West and Central subdistricts, with pedestrian-first street sections and no road crossings within the Rocky Mountain Power easement.
- Install sidewalks and dedicated multi-use paths linking all four subdistricts and connecting outward to existing sidewalks and the Cultural Center campus. MXD requires coordinated pedestrian circulation; this network forms the backbone.
- Develop pocket parks and shared open spaces in the locations shown in the preferred plan, including the larger green space along Cultural Center Drive. These areas satisfy the open-space expectations within MXD and help create an identity for the district.
- Coordinate utility extensions and site grading around the RMP corridor, which prohibits fill or structural encroachment. All grading plans must maintain existing elevations at the easement edge and ensure stormwater flows remain unchanged.



# 07 / Implementation Framework

## Phasing Strategy

The redevelopment area progresses from west to east based on construction complexity, access requirements, and current market conditions. Residential-only areas advance first, followed by the mixed-use core, and finally the commercial gateway along 3300 South. This sequencing reduces development risk, builds population to support later phases, and aligns with realistic market absorption patterns.

### Short-Term Phase: West and North Subdistricts

The West and North subdistricts advance first due to their straightforward residential developments, minimal infrastructure needs, and the absence of commercial sites. The West Subdistrict's twin homes and the North Subdistrict's compact townhome clusters are simple to construct, rely on self-contained internal access, and create immediate on-site activity. These units also establish the project's early housing base, helping strengthen demand for future retail and mixed-use spaces. Open-space features and primary pedestrian paths come online in this phase, reinforcing the walkable structure of the district.

### Medium-Term Phase: Central Subdistrict

The Central Subdistrict follows once a critical mass of residents is present to support its commercial components. This phase introduces the mixed-use buildings that serve as the neighborhood's internal anchor, along with additional pocket parks and streetscape elements. While more complex than the residential phases, the Central Subdistrict is still easier to deliver than the gateway commercial area because it benefits from built-in demand generated by earlier housing and includes uses that can be phased flexibly. The Central Subdistrict strengthens identity and supports long-term market confidence.

### Long-term Phase: East Subdistrict

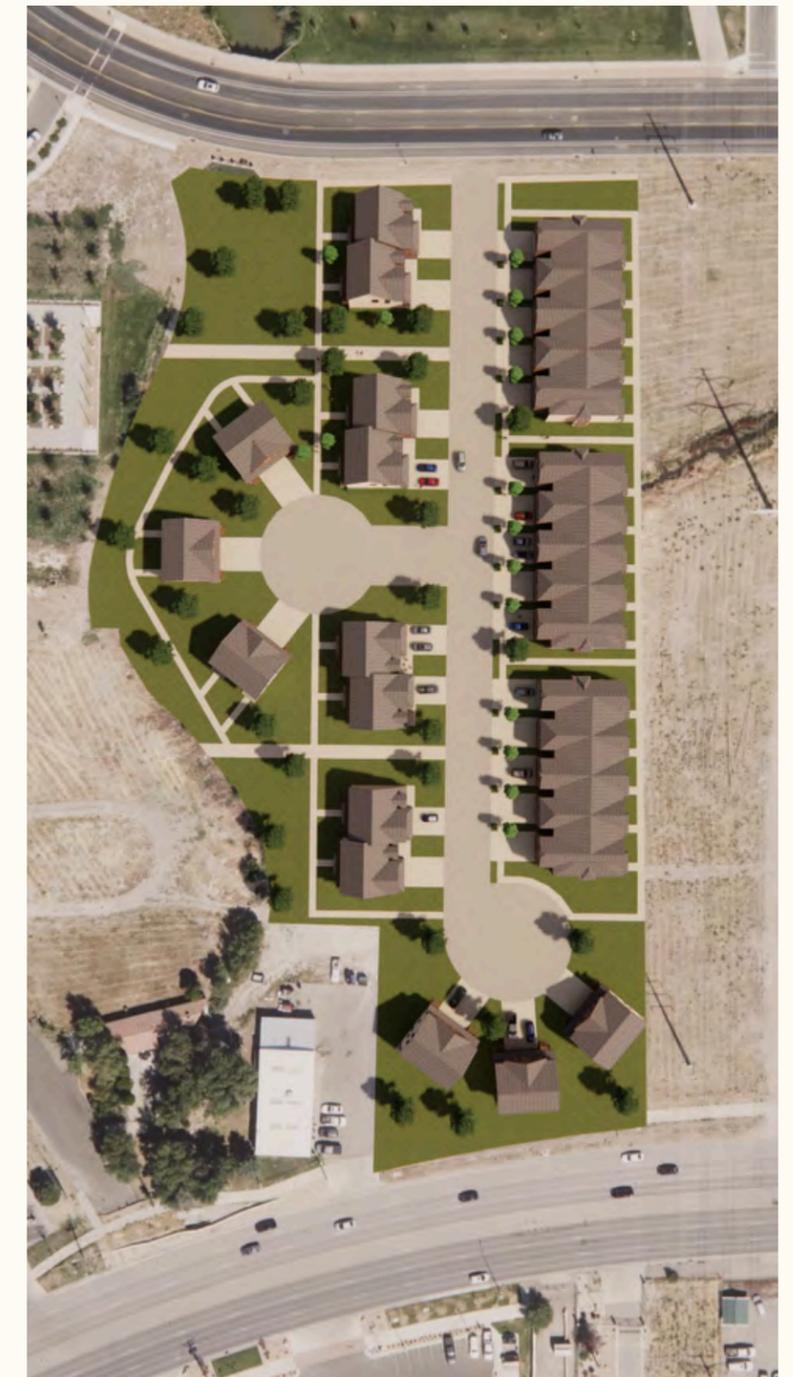
The East Subdistrict enters last due to its exposure to current retail oversaturation along 3300 South. Demand for new commercial space is limited until the neighborhood reaches maturity and the earlier phases establish foot traffic and daily activity. The East Subdistrict's standalone commercial pads require stronger tenant viability, market timing, and more coordinated partnerships. This phase completes the site's gateway presence, connects the internal network to the broader corridor, and positions the district for long-term success when market conditions improve.



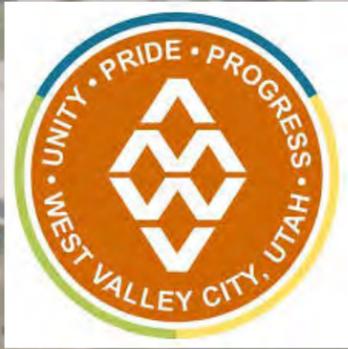
Rendering of Central Subdistrict



Rendering of East Subdistrict



Rendering of West Subdistrict



# WEST VALLEY CITY

## WEST VALLEY CITY, UTAH

**DESIGN PLAN**

**JANUARY  
2026**

PREPARED BY



Downtown Redevelopment  
Services, LLC  
Ravenna, OH

February 4, 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 2<sup>nd</sup> and 4<sup>th</sup> Tuesday unless otherwise noted.**

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

## February 2026

February 6, 2026 <i>Friday</i>	Crispy Cones Ribbon Cutting 12 PM; 2885 S 5600 W
February 6, 2026 <i>Friday</i>	Community First Friday – Valentine Paint Night, 5:30-7:30 PM; 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 9, 2026 <i>Monday</i>	Free Hands-Only CPR Stop the Bleed Class, 6 PM; West Valley City Fire Station 74, 5545 W 3100 S
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 12, 2026	WVCFFC Couples Cornhole Event, 6-8 PM; WVCFFC, 5415 W

<i>Thursday</i>	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>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
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  
*Saturday*

Utah Grizzlies vs Tahoe Knight Monsters, 7:10 PM;  
Maverik Center, 3200 Decker Lake Dr

## **March 2026**

March 4, 2026  
*Wednesday*

U.S. Synchronized Skating Championship, 10 AM; Maverik  
Center, 3200 Decker Lake Dr

March 5, 2026  
*Thursday*

U.S. Synchronized Skating Championship, 9 AM; Maverik  
Center, 3200 Decker Lake Dr

March 6, 2026  
*Friday*

U.S. Synchronized Skating Championship, 9:30 AM; Maverik  
Center, 3200 Decker Lake Dr

March 7, 2026  
*Saturday*

U.S. Synchronized Skating Championship, 7:45 AM; Maverik  
Center, 3200 Decker Lake Dr

March 8, 2026  
*Sunday*

Ricardo Arjona, 8 PM; Maverik Center, 3200 Decker Lake  
Dr

March 9, 2026  
*Monday*

Blood Drive, 12 – 6 PM; West Valley Fire Department Station  
74, 5545 W 3100 S

March 12, 2026  
*Thursday*

Utah Grizzlies vs Tulsa Oilers, 7:10 PM; Maverik Center,  
3200 Decker Lake Dr

March 13, 2026  
*Friday*

Jeff Dunham, 7 PM; Maverik Center, 3200 Decker Lake  
Dr

March 14, 2026  
*Saturday*

Utah Grizzlies vs Tulsa Oilers, 7:10 PM; Maverik Center,  
3200 Decker Lake

March 15, 2026  
*Sunday*

Utah Grizzlies vs Tulsa Oilers, 3:10 PM; Maverik Center,  
3200 Decker Lake Dr

March 17, 2026  
*Tuesday*

WVCFFC Leprechaun Hunt Event, More Details to Come

March 21, 2026  
*Saturday*

BIG 12 Gymnastics Championship, Session 1: 12 PM /  
Session 5 PM; Maverik Center, 3200 Decker Lake Dr

March 24, 2026  
*Tuesday*

Stars vs Santa Cruz Warriors, 6 PM; Maverik Center,  
3200 Decker Lake Dr

- March 25, 2026  
*Wednesday* Community Meeting with Chief Jacobs, 12 PM; Facebook Live
- March 26, 2026  
*Thursday* Utah Grizzlies vs Allen Americans, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
- March 27, 2026  
*Friday* Turnpike Troubadours: Wild America Tour, 7 PM; Maverik Center, 3200 Decker Lake Dr
- March 28, 2026  
*Saturday* Dinastia Tour by Peso Pluma & Friends, 8 PM; Maverik Center, 3200 Decker Lake Dr
- March 29, 2026  
*Sunday* Utah Grizzlies vs Allen Americans, 3:10 PM; Maverik Center, 3200 Decker Lake Dr

## **April 2026**

- April 1, 2026  
*Wednesday* Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
- April 3, 2026  
*Friday* Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
- April 3, 2026  
*Friday* Teen Flashlight Egg Hunt, 9 PM; Centennial Park, 5415 W 3100 S
- April 3, 2026  
*Friday* Adult Flashlight Egg Hunt, 9 PM; Centennial Park, 5415 W 3100 S
- April 4, 2026  
*Saturday* Outdoor Easter Egg Hunt, 8:30 AM; Centennial Park, 5415 W 3100 S
- April 4, 2026  
*Saturday* Breakfast with the Bunny, 9 AM; WVCFFC, 5415 W 3100 S
- April 4, 2026  
*Saturday* Edutainment Egg Hunts, 10:30 AM to Noon; WVCFFC, 5415 W 3100 S
- April 4, 2026  
*Saturday* Easter Egg Plunge, 11:30 AM to 12:15 PM; WVCFFC, 5415 W 3100 S
- April 4, 2026  
*Saturday* Utah Grizzlies vs Wichita Thunder, 7:10 PM; Maverik Center, 3200 Decker Lake Dr

April 5, 2026 <i>Sunday</i>	West Valley City Family Fitness Center Closed
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 22, 2026 <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
April 22, 2026 Come <i>Wednesday</i>	WVCFFC Earth Day Climbing Wall Event, More Details to
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 7, 2026 <i>Thursday</i>	WVCFFC Mother's Day Picture Frame Event, More Details to Come
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
May 25, 2026 <i>Monday</i>	West Valley City Family Fitness Center Hours 5 AM to 2 PM
May 25, 2026 <i>Monday</i>	Peace Officer Memorial Day Flag Ceremony, 10 AM; West Valley City Police Department, 3577 Market Street
May 27, 2026 <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
May 29, 2026 <i>Friday</i>	Employee Appreciation and Awards Banquet (Invitation Only), UCCC, 1355 W 3100 S
<b>June 2026</b>	
June 3, 2026 <i>Wednesday</i>	Pitbull, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 5, 2026 <i>Friday</i>	WVCFFC Donuts with Dad & Craft, More Details to Come
June 6, 2026 <i>Saturday</i>	International Arena League Football, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
June 13, 2026 <i>Saturday</i>	Kid Cudi, 6:30 PM; Utah First Credit Union Amphitheatre 5150 Upper Ridge Rd
June 15, 2026 <i>Monday</i>	Juneteenth/City Offices Closed

June 17, 2026  
*Wednesday* Alex Warren, 7:30 PM; Utah First Credit Union Amphitheatre,  
5150 Upper Ridge Rd

June 19, 2026  
*Friday* Rod Stewart, 7:30 PM; Utah First Credit Union Amphitheatre,  
5150 Upper Ridge Rd

June 24, 2026  
*Wednesday* Community Meeting with Chief Jacobs, 12 PM; Facebook Live

June 25, 2026  
*Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park,  
5415 W 3100 S

June 26, 2026  
*Friday* MGK, 7 PM; Utah First Credit Union Amphitheatre, 5150  
Upper Ridge Rd

June 27, 2026  
*Saturday* International Arena League Football, 6:30 PM; Maverik Center,  
3200 Decker Lake Dr

## **July 2026**

July 2, 2026  
*Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park,  
5415 W 3100 S

July 3, 2026  
*Friday* Josh Groban w/ Special Guest Jennifer Hudson, 8 PM;  
Maverik Center, 3200 Decker Lake Dr

July 4, 2026  
*Saturday* Independence Day/City Offices Closed

July 4, 2026  
*Saturday* West Valley City Family Fitness Center Hours 7:30 AM to 2 PM

July 4, 2026  
*Saturday* International Arena League Football, 6:30 PM; Maverik Center,  
3200 Decker Lake Dr

July 9, 2026  
*Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park,  
5415 W 3100 S

July 12, 2026  
*Sunday* International Arena League Football, 2:30 PM; Maverik Center,  
3200 Decker Lake Dr

July 16, 2026  
West Valley City Farmers Market, 5-9 PM; Centennial Park,

<i>Thursday</i>	5415 W 3100 S
July 17, 2026 <i>Lake 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 <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
July 22, 2026 <i>Wednesday</i>	Olivia Dean, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 23, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
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 24, 2026 <i>Friday</i>	West Valley City Family Fitness Center Hours 5 AM to 2 PM
July 25, 2026 <i>Saturday</i>	Evanescence, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 30, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

## **August 2026**

August 3, 2026 <i>Monday</i>	Meghan Trainor, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
August 6, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

August 7, 2026 <i>Friday</i>	West Valley City Fitness Center Members Event, 6-8 PM; Centennial Outdoor Pool, 5355 W 3100 S
August 13, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 13, 2026 <i>Thursday</i>	The Black Crowes, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 19, 2026 <i>Wednesday</i>	Train, 6:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 20, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
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 27, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 30, 2026 <i>Sunday</i>	Styx & Chicago, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

## **September 2026**

September 3, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 4, 2026 PM	West Valley City Family Fitness Center Hours 10:30 AM to 5 PM

*Friday*

September 4, 2026 *Friday* Jack Johnson, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 7, 2026 *Monday* Labor Day/City Offices Closed

September 7, 2026 *Monday* West Valley City Family Fitness Center Hours 5 AM to 2 PM

September 10, 2026 *Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

September 14, 2026 *Monday* Rob Zombie & Marilyn Manson, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 17, 2026 *Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

September 18, 2026 *Friday* WVCFFC Sunshine & Smiles, More Details to Come

September 21, 2026 *Monday* Mötley Crüe, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 22, 2026 *Tuesday* Five Finger Death Punch, 6:45 AM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 23, 2026 *Wednesday* Community Meeting with Chief Jacobs, 12 PM; Facebook Live

September 24, 2026 *Thursday* West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

**October 2026**

October 1, 2026 *Thursday* West Valley City Farmers Market, 5-9 PM; 5405 W 3100 S

October 8, 2026 *Thursday* West Valley City Farmers Market, 5-9 PM; 5405 W 3100 S

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
October 24, 2026 <i>Saturday</i>	Annual Pumpkin Float, More Details to Come; WVCFFC, 5415 W 3100 S
October 28, 2026 Live <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook
October 31, 2026 6 PM <i>Saturday</i>	West Valley City Family Fitness Center Hours 6:30 AM to

## **November 2026**

November 11, 2026 <i>Wednesday</i>	Veteran's Day/City Offices Closed
November 12, 2026 <i>Thursday</i>	WVCFFC Pickles & Pickleball Event, More Details to Come
November 13, 2026 <i>Friday</i>	West Valley City Winter Market, 3-8 PM; WVCFFC, 5415 W 3100 S
November 14, 2026 <i>Saturday</i>	West Valley City Winter Market, 10 AM to 6 PM; WVCFFC, 5415 W 3100 S
November 25, 2026 <i>Wednesday</i>	West Valley City Family Fitness Center Hours 5 AM to 2 PM
November 25, 2026 <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
November 26, 2026 <i>Thursday</i>	Thanksgiving/City Offices Closed

## December 2026

December 7, 2026 <i>Monday</i>	Holiday Games and Tree Lighting Event, 6:30 PM; WVCFFC, 5415 W 3100 S
December 24, 2026 <i>Thursday</i>	Christmas Eve/City Offices Closed
December 24, 2026 <i>Thursday</i>	West Valley City Family Fitness Center Hours 5 AM to Noon
December 25, 2026 <i>Friday</i>	Christmas Day/City Offices and West Valley City Family Fitness Center Closed
December 31, 2026 <i>Thursday</i>	West Valley City Family Fitness Center Hours 5 AM to 2 PM