



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 12, 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. April 28, 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 Application SV-1-2026, Filed by West Valley City, Requesting a Street Vacation for a Portion of 2300 South, Between 5700 West and the Eastern Edge of the Mountain View Corridor Right of Way

Action: Consider Ordinance 26-16, Approve the Vacation for a Portion of Second Street (2300 South) Located Between Lester Street (5700 West) and the Mountain View Corridor Right of Way

7. Consent Agenda:

- A. 26-46: Authorize the Purchase of Personal Protective Equipment from Firefighter Supply Co.
- B. 26-47: Approve a Memorandum of Understanding Between the City and the Utah Attorney General's Office to Participate in the Crimes Against State Economy Task Force
- C. 26-48: Designate Certain Areas Where Orders to Disperse are Authorized and Gang Loitering is Prohibited
- D. 26-49: Approve a Community Resource Center Grant Agreement Between the City and Cities Strong Foundation

E. 26-50: Approve a Neighborhood Leadership Academy Grant Agreement Between the City and the Cities Strong Foundation

F. 26-51: Approve a Logo Usage Agreement Between the City and the State of Utah to Participate in America250 Utah

G. 26-52: Approve the Rental of Equipment from Utah Tents and Events

H. 26-53: Authorize the Execution of an Interlocal Cooperation Agreement for Certain Design Services

8. Motion for Closed Session (if necessary)

9. Adjourn



WEST VALLEY CITY

City Council Regular Meeting Minutes
April 28, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, APRIL 28, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR 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

ABSENT:

Tom Huynh, Councilmember District 1
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
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON

Councilmember Harmon shared reflections on the Pledge of Allegiance, explaining that while he respects the flag, he views his allegiance as being to the Republic and the Constitution. He noted that the flag serves as a symbol of the Republic and encouraged attendees to keep this perspective in mind when reciting the pledge. Councilmember Harmon asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 14, 2026

The Council considered the Minutes of the Regular Meeting held April 14, 2026. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held April 14, 2026. Councilmember Whetstone seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. PARKS AND RECREATION AWARD RECOGNITIONS

Luz Dominguez was recognized as Volunteer of the Year and the Harmon Center was recognized for Adaptive Program of the Year by the Utah Parks and Recreation Association.

PUBLIC COMMENT PERIOD

Jeremiah Wilson requested that the Council review and amend the fencing code along 4100 South or consider making the variance process more accessible for alternative approved fencing materials. He expressed concerns that the current iron rod fencing requirement creates safety risks and financial burdens for homeowners. He shared observations from surveying properties along 4100 South, noting limited use of iron rod fencing and the prevalence of other materials. Using his property as an example, he expressed a preference for white vinyl picket fencing and raised concerns about the safety and visibility of iron rod fencing adjacent to sidewalks, urging the Council to consider revisions to the ordinance.

Joel Poppleton, Manager of the West Valley Library, provided an overview of the library's efforts to support early childhood literacy. He highlighted the importance of literacy and shared information about the five early literacy practices—singing, talking, reading, writing, and play—which are research-based activities designed to help children develop foundational skills before entering school. He noted the library supports these efforts through programs and resources focused on early childhood development and literacy readiness.

Mike Markham expressed concerns regarding City Council attendance and meeting frequency, noting a reduction in the number of council meetings and raising questions about attendance expectations for elected officials. He encouraged the Council to consider attendance requirements and emphasized the importance of commitment, accountability, and service to constituents.

Jim Vesock commented on positive developments in West Valley City, highlighting the success of Springfest, community events, improvements in the city's image, reductions in crime, and positive recognition received by the city. He thanked the Council, City Manager, and staff for their efforts and expressed pride in the community and its continued progress.

Ryan Mahoney expressed appreciation for the increased police presence along the Jordan River Trail and raised concerns from nearby residents regarding the placement of a police surveillance trailer near the equestrian trail. He noted the trailer's lights and audio announcements may be spooking horses and suggested relocating it farther south along the trail to improve safety while maintaining its intended purpose.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AND BUDGET PROPOSAL ON RECCOMENDED PROJECTS FOR FISCAL YEAR 2026-2027

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 28, 2026 in order for the City Council to hear and consider public comments regarding a Community Development Block Grant (CDBG) Annual Action Plan and Budget Proposal on Recommended Projects for Fiscal Year 2026-2027.

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

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. The Community Grants Division has created an Annual Action Plan and budget proposal that meets HUD's goals, objects, and guidelines governing the use of CDBG funds. The Community Grants Division has made the Annual Action Plan and budget proposal available for public review and a public hearing will be held on April 28, 2026, at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.

The amount of CDBG funds that West Valley City is estimated to receive is \$1,073,357. The funds received annually are to run programs pertaining to Low-Moderate income individuals including families. CDBG Program Income (PI) generated from the CDBG Home Rehabilitation Program payments is \$75,568.88.

The PI funds allocated to West Valley City CDBG program from HUD must be reinvested into the CDBG program’s eligible projects. The Public Service projects and the Administration costs are capped by HUD, with no more than 15% of the total allocation going to Public Services projects and no more than 20% going toward Administration and operating expenses.

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

ACTION: RESOLUTION 26-36, APPROVE AN ANNUAL ACTION PLAN AND THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET PROPOSAL AND RECOMMENDED PROJECTS FOR FISCAL YEAR 2026-2027

The City Council previously held a public hearing regarding proposed Resolution 26-36 that would approve an Annual Action Plan and the West Valley City Community Development Block Grant Budget Proposal and Recommended Projects for Fiscal Year 2026-2027

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

Councilmember Whetstone moved to approve Resolution 26-36.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Absent
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-1-2026, FILED BY MERIDIAN ENGINEERING, REQUESTING A VACATION OF SEVERAL LOTS AND PORTIONS OF SOME STREETS WITHIN THE JONESDALE SUBDIVISION

MINUTES OF COUNCIL REGULAR MEETING – APRIL 28, 2026

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Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 28, 2026 in order for the City Council to hear and consider public comments regarding Application SA-1-2026, Filed by Meridian Engineering, Requesting a Vacation of Several Lots and Portions of Some Streets Within the Jonesdale Subdivision.

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

The section of the Mountain View Corridor going through this subdivision has been open since 2021. All the affected lots were acquired by UDOT several years ago. Construction is complete and this subdivision amendment will simply clean up old parcel lines and officially vacate rights-of-way that are no longer used as streets for the subdivision. The proposed amendment will create two parcels. Parcel A will contain most of the vacated lots and all the vacated streets, and Lot 9A will serve as a parking lot for the Mountain View Corridor trail.

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

ACTION: ORDINANCE 26-13, VACATE LOTS 1-9, A PORTION OF 5750 WEST STREET & A PORTION OF 3575 SOUTH STREET OF JONESDALE SUBDIVISION, VACATING LOTS 210 & A PORTION OF 5750 WEST STREET OF JONESDALE SUBDIVISION NO. 2, VACATE LOTS 301-303, A PORTION OF 5750 WEST STREET & A PORTION OF DARLE AVENUE (3610 SOUTH) OF JONESDALE SUBDIVISION NO. 3, VACATE LOTS 10-14, A PORTION OF 5750 WEST STREET & A PORTION OF DARLE AVENUE (3610 SOUTH) OF JONESDALE SUBDIVISION NO. 4, VACATE LOTS 601-610, A PORTION OF 5750 WEST STREET & A PORTION OF MASTERS STREET (5770 WEST) OF JONESDALE SUBDIVISION NO. 6, VACATE LOTS 811, 818-828 & A PORTION OF MASTER STREET (5770 WEST) OF JONESDALE SUBDIVISION NO. 8

The City Council previously held a public hearing regarding proposed R Ordinance 26-13 that would Vacate Lots 1-9, a Portion of 5750 West Street & a Portion of 3575 South Street of Jonesdale Subdivision, Vacating Lots 210 & a Portion of 5750 West Street Of Jonesdale Subdivision No. 2, Vacate Lots 301-303, A Portion Of 5750 West Street & A Portion Of Darle Avenue (3610 SOUTH) OF Jonesdale Subdivision No. 3, Vacate Lots 10-14, a Portion Of 5750 West Street & A Portion OF Darle Avenue (3610 South) Of Jonesdale Subdivision No. 4, Vacate Lots 601-610, A Portion OF 5750 West Street & a Portion Of Masters Street (5770 West) Of Jonesdale Subdivision No. 6, Vacate Lots 811, 818-828 & a Portion Of Master Street (5770 West) of Jonesdale Subdivision No. 8.

Upon inquiry by Mayor Lang there were no further questions from members of the City

Council, and she called for a motion.

Councilmember Nordfelt moved to approve Ordinance 26-13.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood		Absent
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Absent
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

C. ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-2-2026, FILED BY MERIDIAN ENGINEERING, REQUESTING TO AMEND TWO LOTS AND VACATE ONE LOT AND PORTIONS OF TWO STREETS WITHING THE WEST RIDGE COMMERCE PARK PHASE 3 SUBDIVISION

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 28, 2026 in order for the City Council to hear and consider public comments regarding Application SA-2-2026, Filed by Meridian Engineering, Requesting to Amend Two Lots and Vacate One Lot and Portions of Two Streets Withing the West Ridge Commerce Park Phase 3 Subdivision

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

The section of the Mountain View Corridor going through this area has been open since 2017. This subdivision amendment will amend parcel lines, officially vacate rights-of-way that are no longer used as streets, and dedicate a new portion of right-of-way that has been functioning as a street for many years.

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

ACTION: ORDINANCE 26-14, AMEND LOTS 302 & 309 AND VACATE LOT 301

OF WEST RIDGE COMMERCE PARK PHASE 3 SUBDIVISION AND VACATE A PORTION OF EAGLE CIRCLE AND A PORTION OF WESTRIDGE BOULEVARD

The City Council previously held a public hearing regarding proposed R Ordinance 26-13 that would amend Lots 302 & 309 and Vacate Lot 301 of West Ridge Commerce Park Phase 3 Subdivision and Vacate a Portion of Eagle Circle and a Portion of Westridge Boulevard.

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

Councilmember Harmon moved to approve Ordinance 26-14.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood		Absent
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Absent
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

ORDINANCE 26-15: AMEND SECTION 1-2-113 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN ANIMAL SERVICES FEES

Mayor Lang presented proposed Ordinance 26-15 that would amend Section 1-2-113 of the West Valley City Municipal Code to Update Certain Animal Services Fees.

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

Approve and authorize updates to the West Valley City Municipal Code fee schedule to reflect increased demand, rising costs, and current market rates for purchases, animal healthcare, and disease control services within the Animal Shelter.

Section 1.2.113 was originally enacted in 2009 and has not been updated since 2016, leaving it misaligned with the current costs of certain services provided.

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

Councilmember Harmon moved to approve Ordinance 26-15.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood		Absent
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Absent
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

RESOLUTION 26-37: AUTHORIZE THE PURCHASE OF EVIDENCE STORAGE EQUIPMENT FROM SPACESAVER CORPORATION

Mayor Lang presented proposed resolution 26-37 that would authorize the Purchase of Evidence Storage Equipment from Spacesaver Corporation.

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

The Police Department is requesting approval to purchase additional high-density shelving to address increasing evidence storage demands. Alcohol-related crimes continue to drive a significant portion of case activity and associated evidence collection.

The Evidence Unit has experienced substantial growth in items requiring long-term retention, including firearms and biological evidence. Current storage capacity is insufficient to meet operational and compliance needs.

This request provides a sustainable solution that supports evidence security, improves efficiency, and maintains compliance with accreditation standards without creating ongoing budget obligations.

Alcohol consumption remains a significant contributing factor in criminal behavior, including violent crime, domestic violence, and serious traffic incidents. A review of the past year identified over 700 cases involving alcohol use, including multiple recent homicide investigations tied to alcohol-related incidents.

These cases generate large volumes of evidence, including firearms, Code R kits, IPV kits, blood draws, and other materials. Many of these items, particularly biological evidence, must be securely stored for extended periods, often with a mandatory minimum retention of 20 years.

In 2026, the Evidence Unit has already received substantial quantities of evidence requiring long-term storage. Additional high-density shelving is necessary to safely manage this growth and ensure proper evidence handling procedures.

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

Councilmember Nordfelt moved to approve Resolution 26-37.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood		Absent
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Absent
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

RESOLUTION 26-39: AUTHORIZE THE PURCHASE OF HVAC EQUIPMENT FROM JOHNSON CONTROLS BUILDING SOLUTION, LLC

Jake Arslanian, Facilities Director, presented proposed resolution 26-39 that would authorize the Purchase of HVAC Equipment from Johnson Controls Building Solution, LLC.

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

The Metasys controls to operate the HVAC systems throughout the city has become antiquated and parts or programs are no longer available to repair the System. The system is no longer operating via the Metasys program. Without the latest system and the upgrades, the HVAC is no longer operational. The repairs and renovation to the Latest Version of Metasys was approved by Council as a Program Modification.

The HVAC program that runs by Metasys system provided by Johnson Control has been suffering to operate properly due to the antiquated programing system. The constant technology innovations and the hardware compatibility to the existing Metasys program and system integration has become the demise to properly operate the system. The controls are constantly crashing due to the incompatibility of the program. Metasys is a Johnson Controls Supported proprietary system. There are only few providers that can successfully Provide and install and program the latest version of Metasys. We obtained a proposal from Johnson Controls and Commercial Mechanical both on the State of Utah preferred vendors list.

Proposals are as follows:

Commercial Mechanical Parts, Labor and Programing	\$ 94,811.90
Johnson Controls Part, labor and Programing	\$107,984.00

Unfortunately, Commercial Mechanical withdrew their proposal for no reason.

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

Councilmember Christensen moved to approve Resolution 26-39.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilmember Wood	Absent
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 26-40: AUTHORIZE THE PURCHASE OF WATER TANKS FROM COMMERCIAL MECHANICAL SYSTEMS AND SERVICE, LLC

Mayor Lang presented proposed resolution 26-40 that would authorize the Purchase of Water Tanks from Commercial Mechanical Systems and Service, LLC.

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

The storage tank at the fitness center is no longer structurally sound and will be replaced with two smaller tanks that equal its capacity. Appropriate valve and realignment/repairs will be completed as needed. The conversion to a two-tank system will allow the building to remain operational during the project and introduce redundancy to ensure reliability during future projects.

The water storage tank at the fitness center is original to the building and has begun to leak. A structural failure would flood the boiler room and require the building to close until repairs had been completed.

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

Councilmember Whetstone moved to approve Resolution 26-40.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Absent
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 26-41: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH METHODS CONSULTING, INC.

Mayor Lang presented proposed resolution 26-41 that would authorize the Execution of a Professional Services Agreement with Methods Consulting, Inc.

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

West Valley City is ready to move forward with the design of two reconstruction projects in the northwest corner of the city: SR-201 North Frontage Road between 7200 West and approximately 6200 West, and 7200 West between the North Frontage Road and 2100 South.

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These projects total approximately 1.75 miles in length and will include the complete reconstruction and widening of the corridors. Widening will make room for a turning lane to enable better access to parcels along the roads and reduce congestion associated with those turning movements. Curb and gutter will be constructed on both sides of the roads to collect storm water and route it to a new drainage system that will be constructed as part of these projects. Other improvements include streetlights and sidewalk along the north side of the frontage road and both sides of 7200 West where it doesn't exist.

West Valley and Magna have decided to hire a consultant to perform the preconstruction engineering services associated with these projects. WVC staff has discussed these projects with several consultants and recommend awarding a Professional Services Agreement to Methods Consulting in the amount of \$907,922.30 for design services associated with this project. Methods Consulting has the expertise and experience needed to complete the work efficiently and in accordance with city standards. The project will be paid for by funds from the Northwest EDA. An interlocal agreement with Magna City will define the cost sharing for the design costs associated with 7200 West.

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

Councilmember Nordfelt moved to approve Resolution 26-41.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Absent
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Absent
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 26-38: AUTHORIZE THE EXECUTION OF AMENDMENTS TO AGREEMENTS WITH SELECT HEALTH INC.

Paula Melgar, HR Director, presented proposed resolution 26-38 that would authorize the

Execution of Amendments to Agreements with Select Health Inc.

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

As a follow-up to the Payer Matrix agreement, the Select Health Administrative Services Agreement incorporates Payer Matrix services into the City’s existing health plan, effective January 1, 2026. Additionally, the Summary of Material Modifications (SMM) formally amends the medical plan document to include the Payer Matrix program in the Medical Summary Plan Description, also effective January 1, 2026.

B. RESOLUTION 26-42: AUTHORIZE CHANGE ORDER NO. 1 TO THE CONTRACT WITH B H, INC. FOR THE CITY HALL PARKING LOT RECONSTRUCTION PROJECT

Mayor Lang presented proposed resolution 26-42 that would authorize Change Order No. 1 to the Contract with B H, Inc. for the City Hall Parking Lot Reconstruction Project.

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

The facilities division recently inspected the sewer lines that serve City Hall. The inspection showed that all the sewer lines need significant repair or replacement. On March 24, 2026, the city executed a construction contract with B H, Inc to reconstruct the parking lot. This change order covers the cost for B H, Inc to replace the sewer lines prior to reconstructing the parking lot.

C. RESOLUTION 26-43: AUTHORIZE CHANGE ORDER NO. 1 TO THE CONTACT WITH PRONGHORN CONSTRUCTION, INC. FOR THE 6800 WEST ROADWAY IMPROVEMENTS PROJECT

Mayor Lang presented proposed resolution 26-43 that would authorize Change Order No. 1 to the Contact with Pronghorn Construction, Inc. for the 6800 West Roadway Improvements Project.

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

Pronghorn Construction was awarded the 6800 West Roadway Improvements project in April 2025, with the expectation that work would be completed during the 2025 construction season. However, due to delays associated with the Cottages at Pearce Farms development, Pronghorn was unable to begin construction as planned. Most of this change order, approximately \$66,000, is to cover increased equipment, labor, and material costs between the 2025 and 2026 construction seasons.

This change order also includes the cost, approximately \$5,200, for additional storm drain improvements along the east side of 6800 West for a better connection to the storm drain system installed as part of the Cottages at Pearce Farms development.

- D. RESOLUTION 26-44: APPROVE A FUNDING AMENDMENT TO A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION** Mayor Lang presented proposed resolution 26-44 that would approve a Funding Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation.

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 Royal Scott Drive (6935 West). The city was successful in that application and entered into a cooperative agreement with UDOT obligating \$258,000 of state funds and \$86,000 of city funds to the project.

The city submitted another application earlier this year to construct sidewalk from Royal Scott Drive to Highlander Street (6885 West) and was recently notified that the application was successful. Rather than constructing this sidewalk section as a separate project, WVC requested that UDOT amend the funding and project limits of the previous agreement to enable the city to construct everything under one contract. UDOT approved the request which is the purpose of this modification which adds an additional \$218,500 of state funding to the project requiring an additional local government match of \$68,000.

- E. RESOLUTION 26-45: AUTHORIZE THE CITY TO EXECUTE A QUITCLAIM DEED IN FAVOR OF E & E INVESTMENT CO., LLC**

Mayor Lang presented proposed resolution 26-45 that would authorize the City to Execute a Quitclaim Deed in Favor of E & E Investment Co., LLC.

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

In the late 1980s, E & E Investment Co., LLC deeded a 40-foot-wide parcel for the east half

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of the future 4800 West and a 33-foot-wide parcel for the future extension of 2400 South. In 2016 the city constructed the 2400 South and 4800 West Road Project. This project constructed 2400 South, easterly to 4800 West and constructed 4800 West between 2400 South and the 2100 South frontage road. The city also recorded a subdivision plat entitled CR England Subdivision, Lot 1 Amended and Extended with Street Dedication. This plat dedicates the extension of 2400 South and 4800 West. As a result of this project, the previously deeded parcel for the extension of 2400 South and a portion of the previously deeded parcel for 4800 West were no longer needed by the city. The remnant parcels are identified as Parcels B and C on the above referenced subdivision plat.

As these parcels are no longer needed for city road purposes, the proposed Quit Claim Deed will convey the parcels back to E & E Investment Co., LLC.

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

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

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilmember Wood		Absent
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Absent
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY APRIL 28, 2026 WAS ADJOURNED AT 7:09 PM BY MAYOR LANG.

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I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, April 28, 2026.

Nichole Camac, MMC
City Recorder

DRAFT



Description: Zone Text Change

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

Issue:

Application #: SV-1-2026

Applicant: West Valley City

Request: An ordinance to vacate a portion of the 2300 South right-of-way west of 5700 West.

Summary:

The City is proposing to vacate a portion of 2300 South, between 5700 West and the eastern edge of the Mountain View Corridor right-of-way.

Background:

2300 South, originally named Second Street, was dedicated as part of the Hayne's Addition Plat E Subdivision in May 1889. Since the Mountain View Corridor was constructed in this area, 2300 South no longer connects to any streets west of 5700 West. Wadsworth Development Group recently petitioned the City and rezoned a large area of property on the north and south sides of 2300 South, west of 5700 West, for a new building and storage yard development (Z-8-2025). They intend to include the vacated right-of-way in their project area. In 2005, the City previously vacated the southern portion of 2300 South in favor of the adjacent property owners to the south, so the vacation of this right-of-way will go to the property owner on the north side, which is Wadsworth Development Group.

Recommendation: The Planning Commission recommends approval.

Department: Community Development
 Submitted by: Brock Anderson, Planning Manager
 Date: 4/16/2026



1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____

4
5 Draft Date: _____
6 Date Adopted: _____
7 Effective Date: _____
8

9
10 AN ORDINANCE APPROVING THE VACATION FOR A
11 PORTION OF SECOND STREET (2300 SOUTH) LOCATED
12 BETWEEN LESTER STREET (5700 WEST) AND THE
13 MOUNTAIN VIEW CORRIDOR RIGHT-OF-WAY IN WEST
14 VALLEY CITY UTAH.

15
16
17 WHEREAS, the City requested Petition SV-1-2026, proposing a vacation of a
18 portion of Second Street (2300 South) of the Hayne’s Addition Plat E Subdivision between
19 Lester Street (5700 West) and the Mountain View Corridor right-of-way; and
20

21 WHEREAS, a portion of the road was previously vacated in 2005 and the
22 remaining portion of right-of-way no longer connects to other streets to the west due to the
23 construction of the Mountain View Corridor by UDOT; and
24

25 WHEREAS, proper notice was given, and a public hearing was held pursuant to
26 Section 10-20-208, Utah Code Annotated; and
27

28 WHEREAS, the City Council finds that after the public hearing, that there is good
29 cause for the partial street vacation and that neither the public nor any person will be
30 materially injured by the proposed vacation and that the approval is in the best interest of
31 the health, safety and welfare of the citizens of West Valley City.
32

33 NOW THEREFORE, BE IT ORDAINED by the City Council of West Valley
34 City, State of Utah, as follows:
35

36 Section 1. The street vacation of the portion of Second Street (2300 South) of the
37 Hayne’s Addition Plat E subdivision located west of Lester Street (5700
38 West) and the east edge of the Mountain View Corridor right-of-way as
39 shown in Petition SV-1-2026 and the accompanying legal description is
40 hereby approved.
41

42 Section 2. This Ordinance shall have no force or effect on any rights-of-way or
43 easements of any lot owner, and the franchise rights of any public utilities
44 shall not be impaired thereby, nor shall it have any force or effect on any
45 holders of existing franchises, water drainage pipelines, or other such uses
46 as they may presently exist under, over or upon said property or as are or
47 may be shown on the official plats and records of Salt Lake County.

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Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder’s Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WVC Kingbee-Vans Project – 2300 South Road Vacation

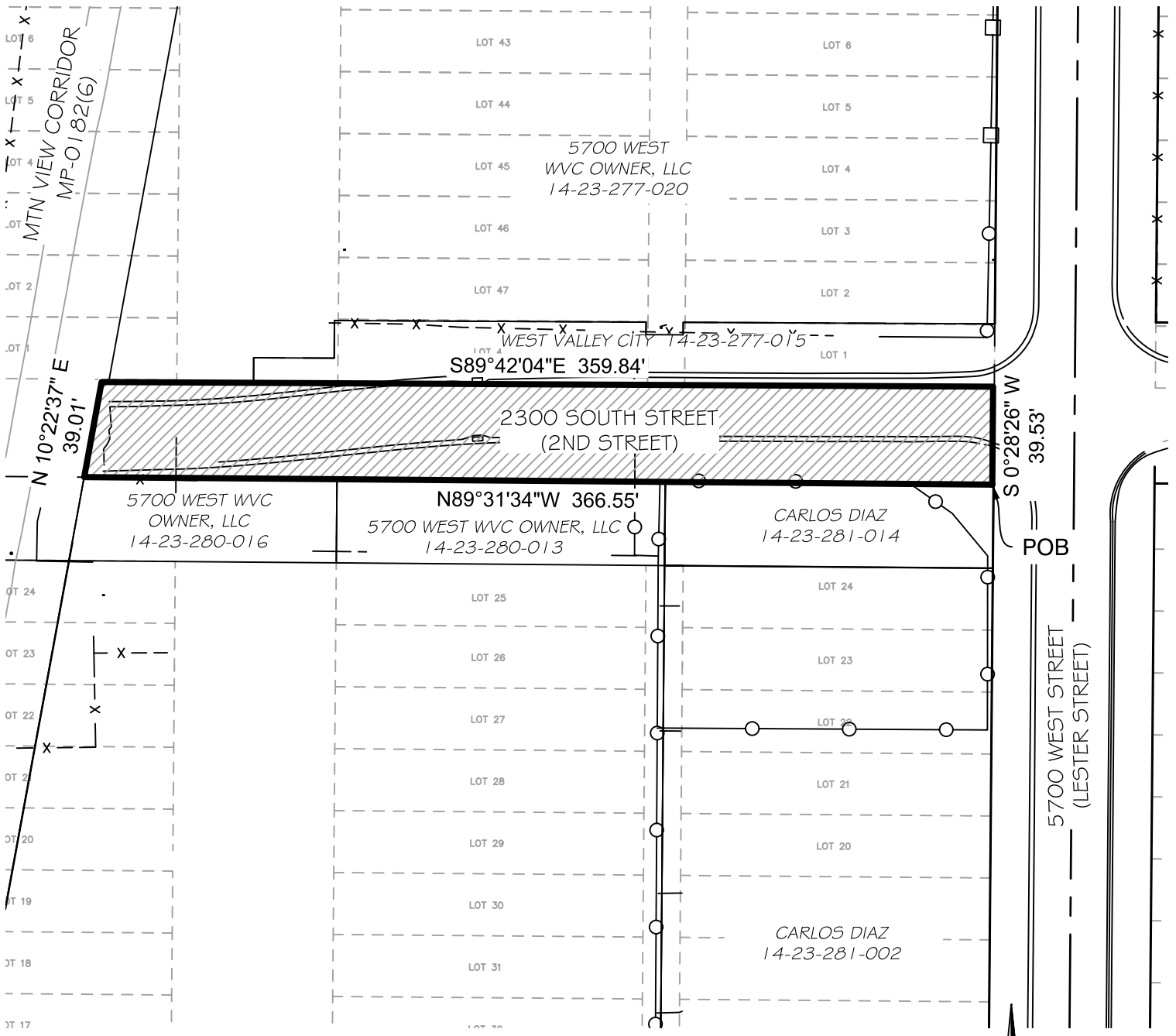
A parcel of land being part of 2300 South Street, Haynes Addition Plat E recorded May 9, 1889 as Entry No. 5325 in the Office of the Salt Lake County Recorder. Said parcel is located in the Northeast Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian and is described as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

Beginning at a point in said 2300 South Street, which is 692.68 feet N. 89°38'10" W. along the Section Line and 663.73 feet N. 00°28'26" E. and 0.50 feet N. 89°31'34" W. from the East Quarter Corner of said Section 23, said East Quarter Corner being 43.12 feet N. 00°28'02" E. from a Salt Lake County standard flat brass 4" monument (Mon #14243022) at approximately 2410 South and 5600 West; thence N. 89°31'34" W. 366.55 feet to a easterly right-of-way line of Mountain View Corridor having UDOT Project MP-0182(6); thence N. 10°22'37" E. 39.01 feet along said easterly right-of-way line; thence S. 89°42'04" E. 359.84 feet; thence S. 00°28'26" W. 39.53 feet to the **Point of Beginning**.

The above-described parcel contains 14,155 sq. ft. in area or 0.325 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

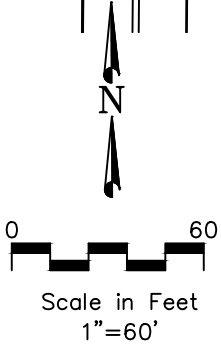
BASIS OF BEARING: N. 89°38'10" W. along the Section line between the East Quarter Corner and the West Quarter Corner of said Section of Section 18 and the East Quarter Corner of Section 19, Township 6 North, Range 2 West, Salt Lake Base and Meridian.



LEGEND

-  Adjacent parcel
-  Road Vacation Area
-  Original Lot Line

EXHIBIT "B"



2300 South St. – Haynes Addition
Road Vacation

Assessor Parcel No:

Part of the Northeast Quarter
Sec. 23, T.1S., R.2W., S.L.B.&M.

PREPARED BY:



10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

24 Page 5 of 18
Revised: April 1, 2026

**MINUTES OF WEST VALLEY CITY PLANNING COMMISSION PUBLIC HEARING
April 8, 2026**

SV-1-2026

**2300 South Vacation
2300 South 5700 West**

BACKGROUND:

West Valley City is requesting consideration to vacate a portion of 2300 South which is located east of the Mountain View Corridor and west of Lester Street (5700 West). 2300 South, originally named Second Street, was platted as part of the Hayne's Addition Plat E Subdivision and was approved in May 1889.

The section of right-of-way in question, approximately 14,155 square feet in area, currently dead ends into the Mountain View Corridor. The Mountain View Corridor opened for traffic in this section in June of 2021. Prior to that, UDOT purchased many parcels west of Lester Street to construct the freeway. The area that encompasses the Hayne's Addition Plat E Subdivision has historically been occupied by salvage yard businesses. As the salvage yards have become fewer, a result of the Mountain View Corridor, and with the subsequent adoption of the Light Industrial Zone in 2016, land uses are changing in this area.

Wadsworth Development Group recently petitioned the City and rezoned a large area of property on the north and south sides of 2300 South, west of 5700 West, for a new building and storage yard development (Z-8-2025). They purchased approximately 5 acres of property from UDOT and are in the process of acquiring a 7,000 square foot parcel from the City on the north side of 2300 South, which will all be a part of the project area. They intend to also include the vacated right-of-way into their project.

When right-of-way is vacated, typically half of the vacated portion goes to the adjacent property owners on either side of the street. In this instance, 33.75 feet of 2300 South was already vacated by the City in 2005 (Ord. 05-38). That year, the Economic Development Department requested the vacation of the southern portion of 2300 South in conjunction with a special improvement district that was created. Since the property owners on the south side of 2300 were given the vacated right-of-way with that ordinance, the vacation of the remaining right-of-way as outlined in this application will go to the property owner on the north side.

According to City Ordinance, streets and/or alley vacations shall be reviewed by the Planning Commission with a recommendation to the City Council. Upon approval of the street vacation, Wadsworth Development Group will follow up with a subdivision application and a conditional use application.

RECOMMENDATION

1. Approval of the street vacation subject to the staff report.
2. Continue the application due to issues raised at the public hearing.

Discussion: Brock Anderson presented the proposal.

Leo Betts with Wadsworth Development was present. He mentioned that this is part of the rezoning application that Commissioners supported earlier.

Commissioner Winters asked if this was the last thing before they were ready to start or is there more?

Brock stated they will need to come back for a Conditional Use Application and a Subdivision Application. They needed to vacate the street before they did the subdivision.

Motion:

Commissioner Winters motioned to approve the vacation. Commissioner Durfee seconded the motion. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—SV-1-2026—APPROVED

SV-1-2026

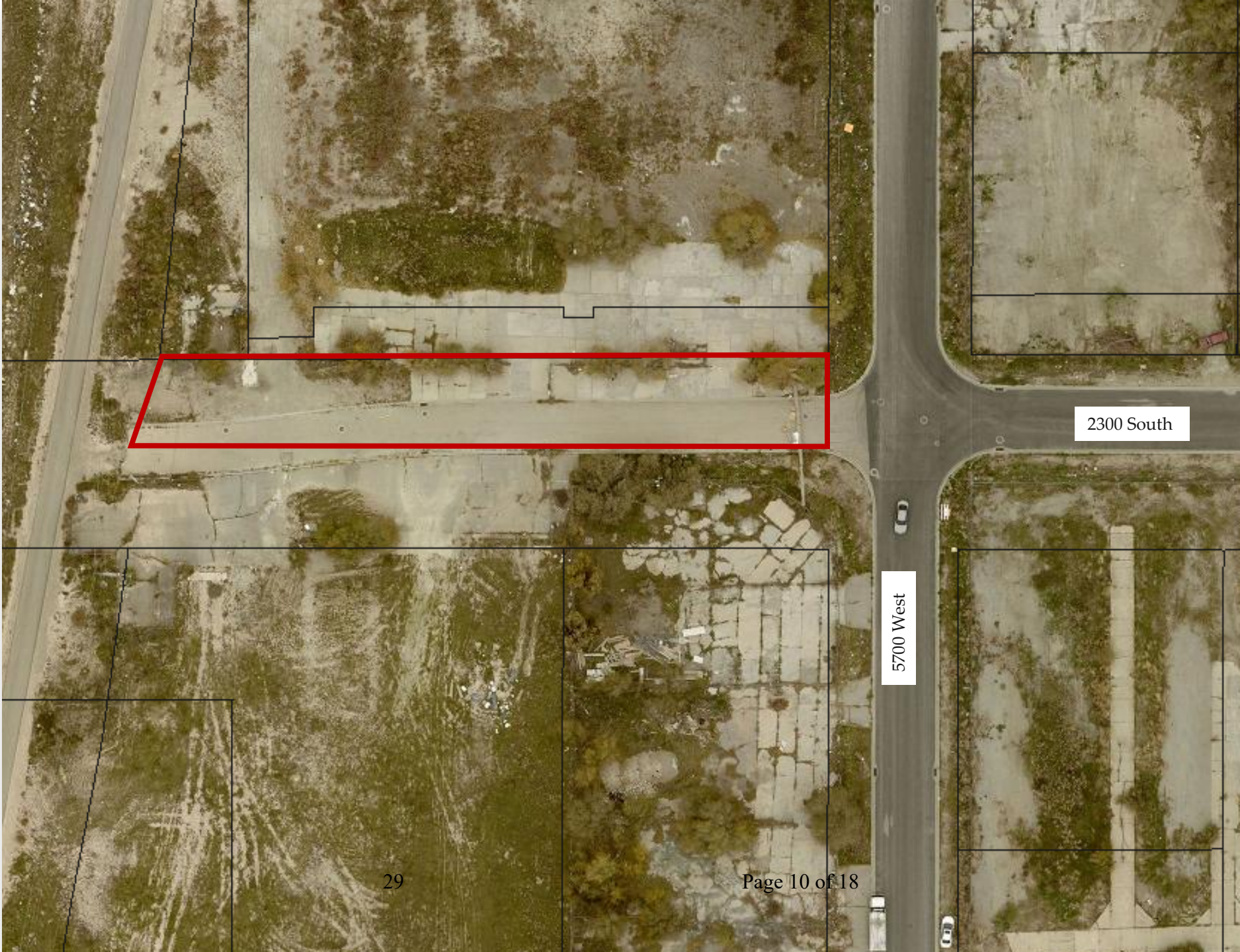
- Applicant: West Valley City
- Request: To vacate a portion of 2300 South (Second Street) within the Hayne's Addition Plat E Subdivision.
- Location: East of the Mountain View Corridor and west of Lester Street (5700 West).
- Staff: Brock Anderson

SV-1-2026

2940 W 3650 S

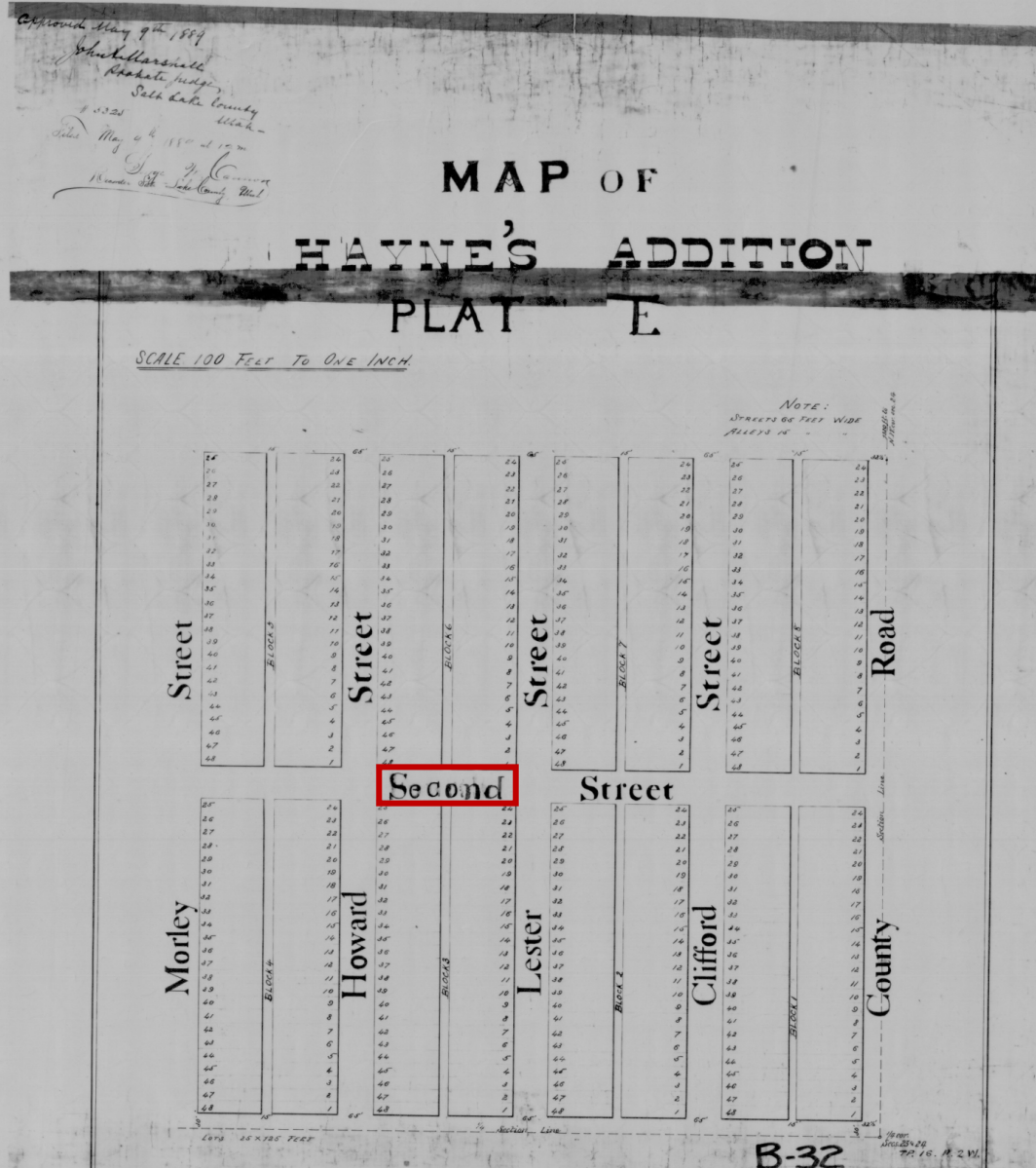


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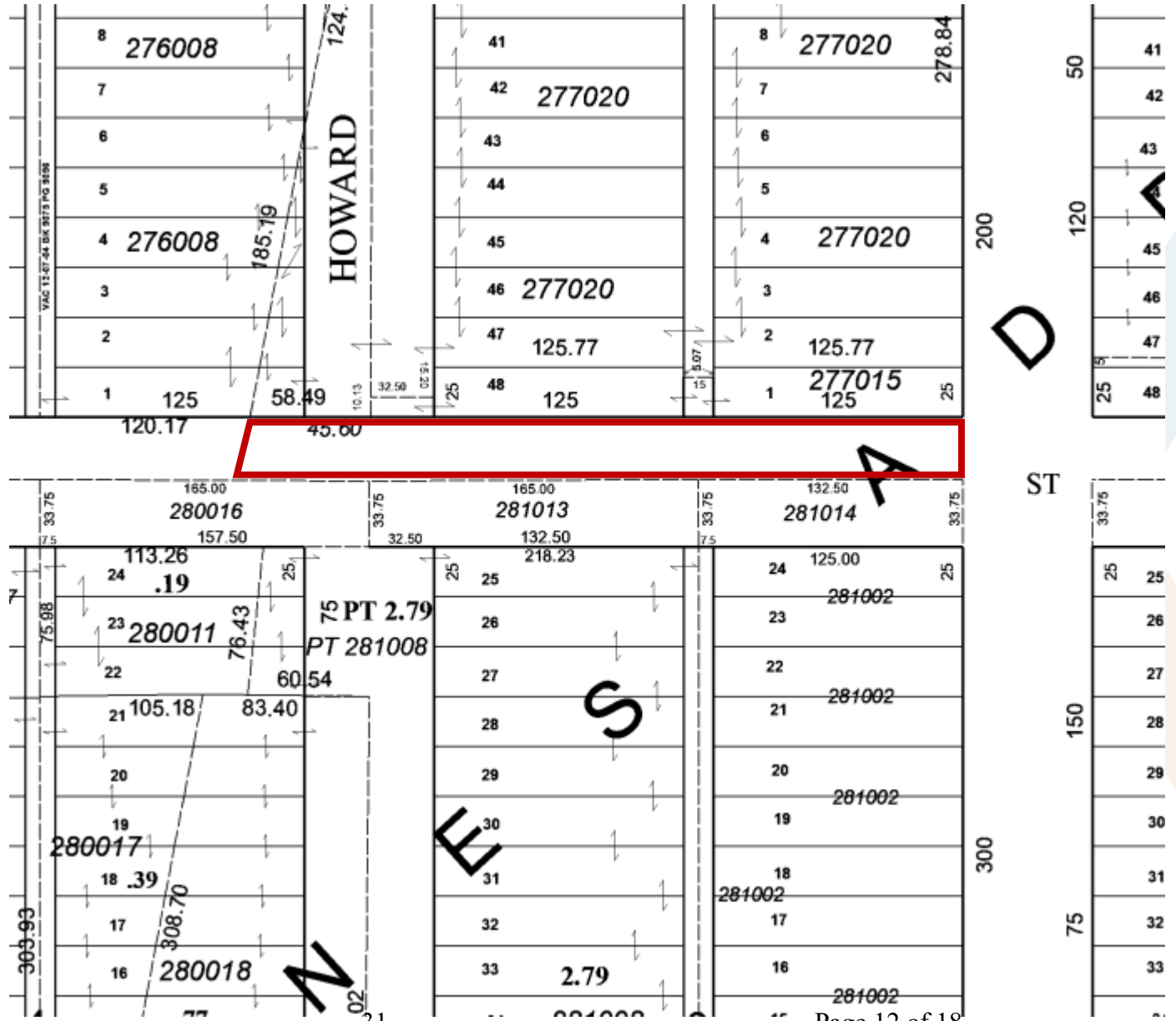


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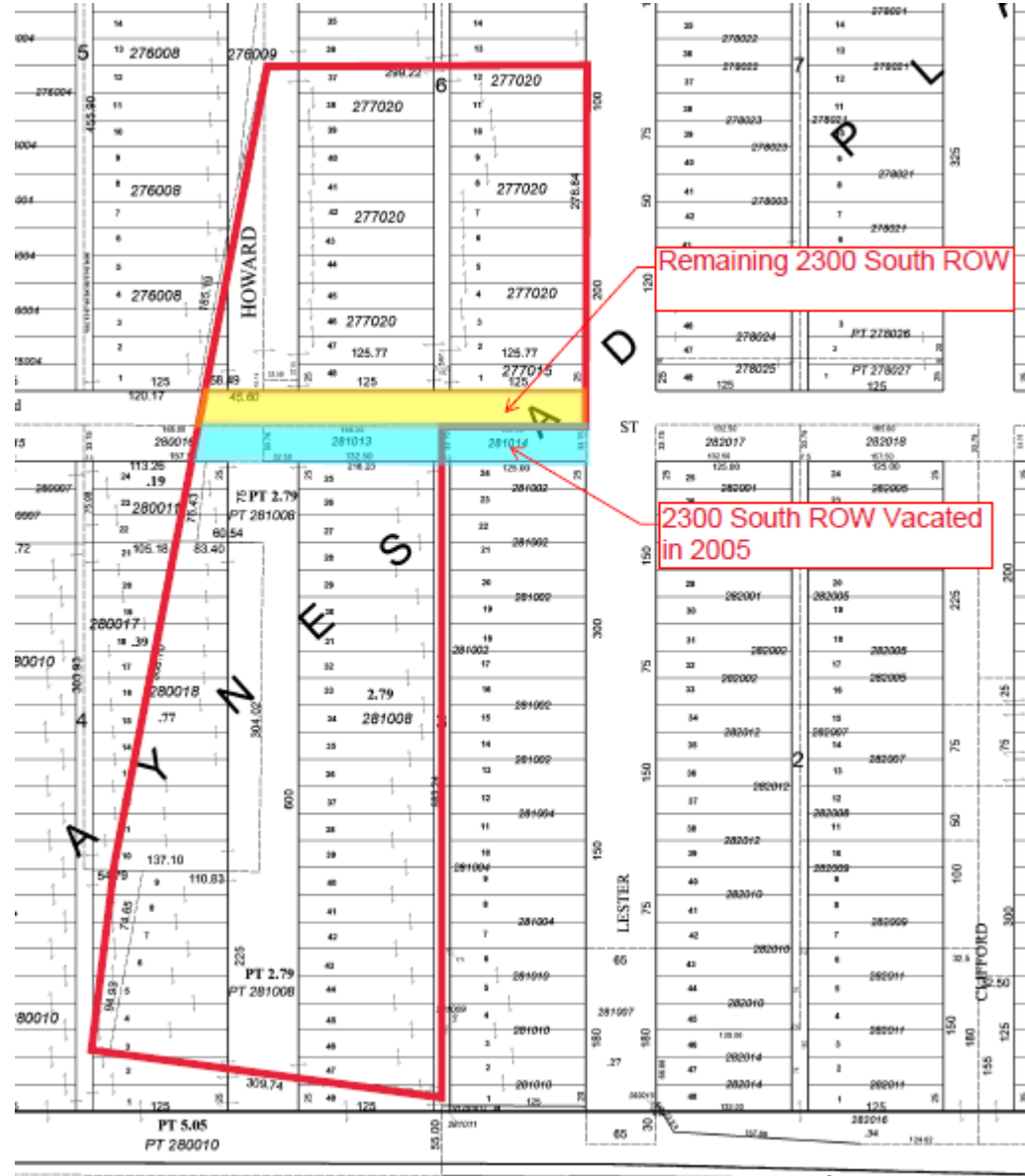
B 32



SV-1-2026



SV-1-2026



SV-1-2026

Looking west from
5700 West



SV-1-2026

Looking north along
5700 West



SV-1-2026

Looking south along
5700 West



SV-1-2026

Looking east down
2300 South from
5700 West





Description: Request to approve Personal Protective Equipment (PPE) for the Fire Dept.

Fiscal Impact: \$41,559.10

Funding Source: Fire

Account #: 10-6640-40450-00000-0000

Budget Opening Require YES

Issue: Authorization to purchase new-hire personal protective equipment (PPE) also known as structural firefighting turnouts.

Summary: The approval of this issue paper is to pay for the Innotex brand PPE for 10 new hires, \$41,559.10. We have already ordered another 4 sets (\$16,623.61) for the lateral hires that started work in February 2026.

Background: West Valley City Fire Department has been purchasing the Innotex brand turnouts for the last three years. The local dealer for Innotex is Firefighter Supply Co and they do provide Salt Lake Metro Fire contract pricing. Typically, we are purchasing between 3-7 sets per academy, however this last new hire academy had 10 individuals causing us to cross the \$30,000 purchase threshold.

The estimated total cost to outfit a new firefighter is \$9,800. The bulk of this price is the cost of the firefighting jacket and pants. Other equipment needs consist of a helmet, radio, SCBA mask, structural gloves, flash hood, structural boots, lightweight nomex brush jacket, and winter medical jacket.

The Fire Department was awarded an Assistance to Firefighters Grant (AFG) to help with the purchase of personal protective equipment for a total of \$57,600. Upon disbursement, the AFG will reimburse the cost of this purchase.

Recommendation: Approve the purchase of ten sets of turnouts from Firefighter Supply Co.

Department: Fire
Submitted by: John Evans, Fire Chief
Date: 3/17/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PERSONAL PROTECTIVE EQUIPMENT FROM FIREFIGHTER
SUPPLY CO.**

WHEREAS, the City desires to purchase personal protective equipment for use by the Fire Department (the "Equipment"); and

WHEREAS, Firefighter Supply Co. ("FSC") has been awarded the Salt Lake Metro Fire contract to provide said Equipment; and

WHEREAS, the price awarded to FSC is within City budget parameters; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from FSC for an amount not to exceed \$41,559.10 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

ESTIMATE

Firefighter Supply Co.
1115 W 4800 S
Taylorsville, UT 84123

williamarbus@gmail.com
+1 (801) 362-8391
WWW.FIREFIGHTERSUPPLYCO.CO
M



Bill to
West Valley City Fire
3600 S Constitution Blvd
West Valley City, UT 84119
USA

Ship to
West Valley City Fire
3600 S Constitution Blvd
West Valley City, UT 84119
USA

Estimate details

Estimate no.: 2298
Estimate date: 03/12/2026

#	Product or service	Description	Qty	Rate	Amount
1.	INX.MFA-COAT-4	INNOTEX MFA SPEC 4 COAT PBI MAX 7.0 GLIDE ICE 2 LAYER STEDAIR 4000	10	\$2,314.78	\$23,147.80
2.	INX.MFA-PANT-4	INNOTEX MFA SPEC 4 PANT PBI MAX 7.0 GLIDE ICE 2 LAYER STEDAIR 4000	10	\$1,801.13	\$18,011.30
3.	FSC.FRT-INVOICE	FREIGHT COST	10	\$40.00	\$400.00
4.					
5.		SALT LAKE METRO CONTRACT PRICING			
6.		recruits fitted 3/12/26			
				Total	\$41,559.10

Accepted date

Accepted by



WEST VALLEY CITY

www.wvc-ut.gov

Purchase Personal Protective Equipment (PPE)

Fire Coat and Pants Purchase \$41,559.10

- This is for our 10 new hires.
- Firefighter Supply Co is a local company.
- Prices were given off the Salt Lake Metro Pricing.
- PPE or Fire Turnouts are replaced every 7 years.
- One-time Assistance to Firefighters Grant (AFG) to help offset cost.

PPE Purchase

• Innotex Fire Coat	\$2,314.78	Qty 10	\$23,147.80
• Innotex Fire Pants	\$1,801.13	Qty 10	\$18,011.30
• Shipping	\$40	Qty 10	\$400.00
• Total			\$41,559.10

Individual PPE Breakdown



• Radio	\$3,500
• Fire Coat	\$2,314
• Fire Pants	\$1,801
• Fire Boots	\$550
• SCBA Mask	\$450
• Helmet	\$427
• Brush Jacket	\$285
• Winter Jacket	\$275
• Fire Flash Hood	\$120
• Fire Gloves	\$116
• Total	\$9,838



Description: MOU-Attorney General's Office

Fiscal Impact: \$ 0.00

Funding Source:

Account #:

Budget Opening Required:

Issue:

The West Valley City Police Department desires to enter a Memorandum of Understanding (MOU) with the Utah Attorney General's Office.

Summary:

This resolution authorizes the Police Department to work with the Utah Attorney General's Office to investigate Crimes Against State Economy (C.A.S.E.)

Background:

The Utah Attorney General’s Office desires to partner with The West Valley City Police Department to investigate retail crime, cargo, theft, porch piracy, pawn shops, gambling and catalytic converter/scrap metal thefts. To assist in overtime, training, and outreach programs, The Utah Attorney General’s Office will award The Police Department \$4000 for the time period of April 1, 2026 to June 30, 2026.

Recommendation:

The West Valley City Police Department recommends approval.

Department: Police
Submitted By: Colleen Jacobs, Chief of Police
Date Submitted: 04/09/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE UTAH ATTORNEY GENERAL’S OFFICE TO PARTICIPATE IN THE CRIMES AGAINST STATE ECONOMY TASK FORCE.

WHEREAS, the state of Utah and the City desire to work together to reduce certain economic crimes with a detrimental impact on residents and businesses; and

WHEREAS, an agreement has been prepared by and between the City and the Utah Attorney General’s Office, a copy of which is attached hereto and entitled “Memorandum of Understanding” (hereinafter, the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

2026

Memorandum of Understanding



West Valley City Police Department



C.A.S.E. STRIKE FORCE PROGRAM

With the passage of HB 461 in 2020, the Utah Legislature tasked the Utah Attorney General's Office and the Utah Department of Public Safety to "create and coordinate the operation of a multi-agency joint strike force to combat criminal activity that may have a negative impact on the state's economy" (U.C.A. § 67-5-37). Today, a team of investigators, highly qualified prosecutors and support staff carry out this mandate in the form of the C.A.S.E. (Crimes Against State Economy) Strike Force.

The C.A.S.E. Strike Force partners & corroborates with many Federal, State, and local law enforcement agencies as well as law enforcement agencies in surrounding states. Through these partnerships and its own independent investigations, the C.A.S.E. Strike Force capably investigates and prosecutes cases including but not limited to: Organized Retail Crime, Cargo Theft, Porch Piracy, Pawn Shops, Gambling and Catalytic Converter/Scrap Metal thefts each year. Currently the C.A.S.E.

The C.A.S.E. Strike Force regularly partners with corporate investigators from dozens of national retailers to monitor nationwide trends and track suspects that may travel to and victimize retailers in Utah. C.A.S.E. Agents also regularly communicate and partner with e-commerce retailers to combat the sale of stolen goods online.

By nurturing and building these strong nationwide partnerships, the C.A.S.E. Strike Force targets criminal enterprises associated with crimes committed against retailers and protecting other legitimate businesses throughout Utah. The C.A.S.E. Strike Force's unique ability to investigate and prosecute large-scale crimes helps ensure the safety of Utah's economy and protects the rights and property of all Utahns.

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) exists between the Utah Attorney General's Office and the state and local law enforcement affiliate agencies, regardless of whether the agency receives strike force award funding.

This Memorandum of Understanding ("MOU") is made and executed by and between the Utah Office of the Attorney General ("UAG") and the **West Valley City Police Department**- hereafter referred to as the "**Affiliate Agency**".

The purpose of the MOU is to formalize the working relationship between the **Affiliate Agency** and the Utah Attorney General's Office, and to delineate responsibilities and expectations of the relevant parties. By signing the MOU, an agreement is made between the **Affiliate Agency** and the Utah Attorney General's Office to vigorously and properly investigate Organized Retail Crime, Cargo Theft, Porch Piracy, Pawn Shops, Gambling and Catalytic Converter/Scrap Metal thefts-crimes against state economy that occur. By becoming an affiliate with the C.A.S.E. Strike Force, the **Affiliate Agency** will benefit from funding resources, joint operations, forensic resources, training opportunities, dedicated case specific prosecutors, etc. Conversely, the C.A.S.E. Strike Force will benefit from the investigative support from the **Affiliate Agency**.

MISSION STATEMENT

The mission of The C.A.S.E. Strike Force is to capably investigate and prosecute crimes against state economy which includes but is not limited to: Organized Retail Crime, Cargo Theft, Porch Piracy, Pawn Shops, Gambling and Catalytic Converter/Scrap Metal thefts.

AFFILIATE REQUIREMENTS

Due in large part to the cross-jurisdictional aspects of Crimes Against State Economy cases, the C.A.S.E. Strike Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting C.A.S.E. cases.

All C.A.S.E. investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other C.A.S.E. members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines.

AFFILIATE REIMBURSEMENT AWARD

Every police agency in Utah is responsible for enforcement and crime prevention activities relating to crimes against state economy and should cooperate one with another in this mission, regardless of task force or other affiliations, or whether augmented funding is available to them. C.A.S.E. funding is meant to augment individual agency budgets in their efforts to capably investigate and prevent crimes against state economy which includes but is not limited to: Organized Retail Crime, Cargo Theft, Porch Piracy, Pawn Shops, Gambling and Catalytic Converter/Scrap Metal thefts. C.A.S.E. funding is NOT meant to comprehensively cover the costs associated with traditional enforcement activities. Rather the funds are intended to provide additional financial resources to help cover costs associated with overtime, training, and outreach as examples. The Utah Attorney General's Office has NOT awarded the **Affiliate Agency** a state contract for the State Fiscal Year.

The Utah Attorney General's Office C.A.S.E. Strike Force has awarded the Affiliate Agency \$4,000 for the performance and contract period April 1st 2026 to June 30th 2026.

SUPERVISION

The **Affiliate Agency** will be responsible for the operational supervision, administrative control, and the personal and professional conduct of their C.A.S.E. investigator(s). C.A.S.E. investigations are a cooperative effort, and investigative decisions will be a joint process guided by the **Affiliate Agency's** policy, Utah Attorney General's Office best practices, and C.A.S.E. standards.

LIABILITY

The **Affiliate Agency** is responsible and potentially liable for the acts and omissions of its own investigators or employees in connection with the performance of their official duties under the signed MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be potentially liable, if at all, only for the torts of its own investigators or employees that occur within the scope of their official duties.

REPORTING STATISTICS

The assigned **Affiliate Agency** C.A.S.E. investigator(s) shall submit monthly statistics on all C.A.S.E. investigations and/or other investigative work pertaining to crimes against state economy to include but not limited to Organized Retail Crime, Cargo Theft, Porch Piracy, Pawn Shops, Gambling and Catalytic Converter/Scrap Metal thefts. These statistics shall be submitted into the supervising agent of the C.A.S.E. Strike Force. Failure to report during a fiscal year may result in termination of the MOU and affiliate membership.

TRAINING

The **Affiliate Agency** shall make their C.A.S.E. investigator(s), available for applicable specialized training approved by the C.A.S.E. Strike Force Supervising Agent. If a training request is approved, the **Affiliate Agency** will pay the normal salary of its staff member(s) while they are attending the training.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Crimes Against State Economy will be held in the strictest confidence. C.A.S.E. case information will only be shared with participating C.A.S.E. Strike Force members and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

EFFECTIVE DATE

The terms of this agreement shall be effective on **April 1st of 2026** and continue until **June 30th of 2026** or the agreement is cancelled by either party upon written notice delivered to both agency directors.

Entered into this ____ day of _____, **2026**.

Chief
West Valley City Police Department

Nathan Mutter
Division Chief- Investigation Division
Utah Office of the Attorney General

Approved as to form 4/15/2026

Brandon Hill



WEST VALLEY CITY

www.wvc-ut.gov

Crimes Against State Economy (C.A.S.E) MOU

C.A.S.E. MOU

- Utah Attorney General's Office
- \$4,000 overtime, training, and outreach
- April 1, 2026 to June 30, 2026
- Retail crime, cargo theft, porch piracy, pawn shops, gambling, and catalytic converter/scrap metal theft

Description: WestFest 2026 Gang Resolution

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

Issue:

A resolution designating WestFest 2026, held at Centennial Park, 5405 West 3100 South, West Valley City, Utah, from June 17, 2026, through June 20, 2026, as an area where orders to disperse are authorized and gang loitering is prohibited.

Summary:

The Police Department is requesting that WestFest 2026, held at Centennial Park from June 17 to June 20, 2026, be designated as an area where gang loitering is prohibited and subject to enforcement by law enforcement officials and criminal penalties. This designation and enforcement of the same is authorized by Sections 11-48-104 and 53-25-602 of the Utah Code.

This requested designation will enable law enforcement to curtail the increasing presence of and disruptions caused by criminal street gangs that have and have attempted to establish control over areas at WestFest, intimidate other individuals from entering those areas, and conceal illegal activities conducted in those areas.

Following WestFest 2026, the Police Department will conduct a review and report back to the Council concerning the designation.

Background:

West Valley City's annual WestFest celebration has experienced people with known gang affiliations seeking to establish control over public places and gatherings through fighting, stabbings, intimidation, conducting illegal activities, and other forms of violence. This activity has caused safety and security concerns.

Utah Code § 11-48-104 explicitly provides authority for municipal legislative bodies to designate places within the municipal jurisdiction as areas where gang loitering is prohibited and subject to enforcement and criminal penalties. It requires the legislative body to consult with individuals who are knowledgeable about the effects of gang activity in the area, which in the present case includes the Police Department, gang task force, City Administration, and the Council members themselves.

Utah Code § 53-25-602 provides guidelines for the enforcement of such designations by law enforcement officers. These include how officers are to inform individuals of loitering prohibitions, issue orders to disperse, and make clear to individuals the criminal consequences of failing to promptly disperse.



Recommendation:

It is recommended that the Council approve the resolution designating WestFest 2026 as an area where orders to disperse are authorized and gang loitering is prohibited.

Department: Police Department
Submitted By: Colleen Jacobs, Chief of Police
Date Submitted: 04/21/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION OF THE WEST VALLEY CITY COUNCIL
DESIGNATING CERTAIN AREAS WHERE ORDERS TO
DISPERSE ARE AUTHORIZED AND GANG LOITERING IS
PROHIBITED.**

WHEREAS, the City desires to enhance and preserve the safety and enjoyment of all participants at West Valley City's WestFest celebrations; and

WHEREAS, WestFest has faced challenges with the presence of gangs that disrupt the peaceful atmosphere, causing safety and security concerns; and

WHEREAS, people with known gang affiliations often seek to establish control over certain public places such as parks and during various public gatherings such as WestFest, carnivals, and festivals; and

WHEREAS, people with known gang affiliations have sought to establish control over these public places and public gatherings through fighting, stabbings, intimidation, conducting illegal activities, and other forms of violence and disruption; and

WHEREAS, Utah Code Annotated §§ 11-48-104 and 53-25-602 empower municipalities to enforce orders to disperse in designated areas where gang loitering is prohibited; and

WHEREAS, it is required pursuant to Utah Code Ann. § 11-48-104 for municipalities to consult with individuals who are knowledgeable about the effects of gang activity in the area; and

WHEREAS, the West Valley City Police Department, members of the gang task force, the Administration of the City, and the City Council members themselves have knowledge concerning people with known gang affiliation who seek to establish control over certain public places such as parks, carnivals, festivals, and WestFest; and

WHEREAS, the West Valley City Police Department, the Administration of the City, and the City Council members themselves have consulted with the City Council to share that knowledge; and

WHEREAS, people with known gang affiliations have sought to establish control over WestFest, the location of WestFest, and attendees of WestFest, held annually and in 2026 from June 17 through June 20 at Centennial Park, 5405 West 3100 South, West Valley City, Utah.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that WestFest 2026, held at Centennial Park, 5405 West 3100 South, West Valley City, Utah, from June 17, 2026 through June 20, 2026, is designated as an area where gang loitering is prohibited, and subject to enforcement by law enforcement officers and criminal penalties

prescribed by the Utah Code as follows:

Section 1. Area Designation: Pursuant to Utah Code Ann. § 11-48-104, the West Valley City Council hereby designates, orders, and prohibits gang loitering at Centennial Park from June 17, 2026, through June 20, 2026.

Section 2. Enforcement: Pursuant to Utah Code Ann. § 53-25-602, the West Valley City Council hereby establishes the following enforcement measures for designated areas:

(1) If a law enforcement officer observes an individual whom the law enforcement officer reasonably believes to be a member of a criminal street gang engaging in gang loitering in the presence of one or more other individuals in a public place that is designated by a municipal or county legislative body as an area where gang loitering is prohibited under Section 11-48-104 and subject to the penalties under Section 76-9-805, the law enforcement officer shall:

(a) inform the individual and all other individuals engaging in gang loitering with the individual in a group that the area in which the group is loitering by a group containing one or more criminal street gang members is prohibited;

(b) order the individual to disperse and remove the individual from within sight and hearing of the location where the officer issues the order to disperse; and

(c) inform the individuals that any individual in the group will be subject to being charged with a criminal offense and will also be subject to arrest if the individual fails to promptly obey the order to disperse.

(2) The law enforcement officer under Subsection (1) shall also advise the individuals the law enforcement officer is directing to disperse that each of the individuals directed to disperse is subject to being charged with a criminal offense and will also be subject to arrest if the individual is again, within eight hours after the current order to disperse is made:

(a) present in a public place with a group that includes one or more individuals a law enforcement officer reasonably believes to be a member of a criminal street gang; and

(b) within sight or hearing of the location where the law enforcement officer is currently issuing the order to disperse.

Section 3. Periodic Review: The West Valley City Police Department shall conduct a

review after WestFest 2026 and report back to the West Valley City Council concerning the area designation(s) made herein.

BE IT FURTHER RESOLVED that the West Valley City Administration and Police Department shall take all necessary actions to enforce Utah Code Ann. §§ 11-48-104 and 53-25-602 within the designated area(s) and collaborate with local law enforcement agencies, community organizations, and other stakeholders to mitigate gang-related activities and enhance public safety.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Description: Community Resource Centers Improvement Grant

Fiscal Impact: \$30,000.00

Funding Source: Grant

Account #: 10-8030-40480-00000-0000

Budget Opening Required **Y**

Issue:

Accept a \$30,000 grant from Cities Strong to support improvements at the three West Valley City Community Resource Centers.

Summary:

Improve usability and experiences at the three CRC buildings by updating dry erase boards, adding bulletin boards, adding TV's and sewing classroom cutting tables.

Background:

All three Community Resource Centers have dated chalk boards that cause mess and dust in the classrooms. These will be replaced with dry erase boards. Bulletin boards are needed in key entry locations to the buildings to post information about classes, partner programs, and community events. TV's are needed in a couple of key locations. All three Community Resource Centers have dedicated sewing classrooms, cutting tables are needed for the students. These funds come from donations made to Cities Strong with the purpose of supporting these buildings and the MyHometown classes.

Recommendation:

Approval





West Valley City Issue Paper

City Council Review

Submitted by: Craig Thomas
Date: April 21, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMMUNITY RESOURCE CENTER GRANT AGREEMENT BETWEEN THE CITY AND THE CITIES STRONG FOUNDATION.

WHEREAS, the City desires to construct certain improvements at Community Resource Centers leased by the City (the “Project”); and

WHEREAS, the Cities Strong Foundation is willing to provide funding for the Project, conditioned upon the execution of a Community Resource Center Grant Agreement (the “Agreement”); and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Cities Strong Foundation

Community Resource Center Grant Agreement

West Valley City — CRC 1 (NE Granger, Central Granger, Valley View)

Grant Period: April 15, 2026 – December 31, 2026

1. Parties

This Grant Agreement ("Agreement") is entered into between:

Cities Strong Foundation ("CSF"), a Utah 501(c)(3) public charity focused on upward economic mobility and neighborhood investment across the Wasatch Front; and

West Valley City ("WVC" or "Grantee"), a Utah municipal corporation located at 3600 South Constitution Boulevard West Valley City, UT 84119.

2. Grant Purpose

CSF provides this grant in support of West Valley City's focus on neighborhoods and neighborhood centers — specifically the outfitting and activation of three Community Resource Centers (CRCs) being established by the City. Grant funds shall be used for movable furnishings, equipment, resident-facing supplies, and programming materials that directly benefit CRC residents, consistent with CSF's 501(c)(3) charitable mission.

3. Grant Amount

Total Grant Amount: \$30,000

- Hillsdale (NE Granger) Community Resource Center: \$10,000
- Whitehall (Central Granger) Community Resource Center: \$10,000
- Lighthouse (Central Valley View) Community Resource Center: \$10,000

West Valley City has committed to funding any costs exceeding CSF's contribution at each location.

CSF will issue a single check to West Valley City in the amount of \$30,000 upon execution of this Agreement. The CSF West Valley Impact Director will be kept informed of expenditures and progress. No Grant Funds may be expended after December 31, 2026 and WVC shall promptly return any unused Grant Funds.

4. Use of Grant Funds

4.1 Approved Uses. WVC shall use Grant Funds only for the purposes specified in Section 2 and the approved budget in Exhibit 1. Any proposed redirection of funds requires CSF's prior written approval.

4.2 Prohibited Uses. Grant funds may not be used for direct cash payments to individuals, lobbying, political activities, or purposes unrelated to the approved grant activities.

4.3 Return of Funds. WVC shall promptly return any unused Grant Funds to CSF within thirty (30) days of project completion or upon written request of CSF, whichever occurs first.

5. Grantee Obligations

5.1 Notification. WVC shall promptly notify CSF of any change in key personnel responsible for grant activities or any circumstance affecting its ability to carry out the funded purposes.

5.2 Compliance Certifications. WVC certifies that it:

- Will use Grant Funds solely for charitable purposes benefiting CRC residents
- Will not use Grant Funds for lobbying as defined under IRC §501(c)(3)
- Will not permit private benefit or inurement to insiders
- Complies with all applicable federal, state, and local laws

6. CSF Charitable Discretion and Oversight

CSF retains independent charitable discretion over all grant decisions consistent with its 501(c)(3) obligations. This discretion is CSF's alone and does not impose additional obligations or risk on WVC beyond those set forth in this Agreement. This Agreement reflects CSF's positive commitment to the neighborhoods and residents served by these CRCs.

7. Public Acknowledgment

WVC shall acknowledge CSF's support in communications and materials related to funded activities. WVC agrees that CSF may include information about this grant — including grant amount, purpose, and program outcomes — in CSF's public communications and reports.

8. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination, WVC shall return all unexpended Grant Funds to CSF within thirty (30) days.

9. Relationship of Parties

This Agreement does not create an employment, agency, partnership, or joint venture relationship between the parties. WVC is an independent organization responsible for its own governance, personnel, purchasing decisions, vendor relationships, and expenditure execution. CSF maintains oversight of its charitable funds while respecting WVC's organizational independence.

Indemnification. WVC shall indemnify and hold harmless CSF and its directors, officers, and employees from claims, damages, or liabilities arising from WVC's use of Grant Funds or conduct of funded activities, except in cases of harm caused solely by CSF's gross negligence or willful misconduct.

10. General Provisions

10.1 Amendments. This Agreement may be amended only by written instrument signed by both parties.

10.2 Governing Law. This Agreement shall be governed by the laws of the State of Utah. Any disputes shall be resolved in the courts of the State of Utah.

10.3 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full effect.

10.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

Signatures

Cities Strong Foundation

Authorized Signatory _____ Date _____

Print Name: _____ Title: _____

West Valley City

Authorized Signatory _____ Date _____

Print Name: _____ Title: _____

Approved as to form 4/21/2026

Brandon Hill

Exhibit 1 — Approved Line-Item Budget

Hillsdale (NE Granger) CRC:

- Dry Erase Boards (23) \$8,724
- Bulletin Boards (5) \$876
- Entry TV \$400
- Location Total: \$10,000

Whitehall (Central Granger) CRC:

- Dry Erase Boards (27) \$9045
- Bulletin Boards (2) \$380
- Tables (2 Cutting) \$575
- Location Total: \$10,000

Lighthouse (Central Valley View) CRC:

- Dry Erase Boards (20) \$7585
- Mobile Dry Erase Board \$200
- TV and Cart \$1640
- Tables (2 Cutting) \$575
- Location Total: \$10,000

Grand Total: \$30,000



Description: *Neighborhood Leadership Academy Grant*

Fiscal Impact: \$23,900.00

Funding Source: *Grant*

Account #: *10-8030-40480-00000-0000*

Budget Opening Required **Y**

Issue:

Accept a \$23,900 grant from Cities Strong to support the Neighborhood Leadership Academy resident projects.

Summary:

The Neighborhood Leadership Academy graduates have proposed 15 resident led neighborhood projects to help strengthen neighborhoods and community pride.

Background:

Graduates of the program have planned and implemented projects to enhance their neighborhoods. Donations were secured by Cities Strong from several West Valley City businesses to support the implementation of the projects.

Recommendation:

Approval





West Valley City Issue Paper

City Council Review

Department: Community Engagement & Culture
Submitted by: Craig Thomas
Date: April 21, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A NEIGHBORHOOD LEADERSHIP
ACADEMY GRANT AGREEMENT BETWEEN THE CITY AND THE
CITIES STRONG FOUNDATION.**

WHEREAS, the City desires to support Neighborhood Leadership Academy programming (the “Project”); and

WHEREAS, the Cities Strong Foundation is willing to provide funding for the Project, conditioned upon the execution of a Neighborhood Leadership Academy Grant Agreement (the “Agreement”); and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Cities Strong Foundation Neighborhood Leadership Academy Grant Agreement

West Valley City — Geographic Impact Fund

Grant Period: April 15, 2026 – December 31, 2026

1. Parties

This Grant Agreement ("Agreement") is entered into between:

Cities Strong Foundation ("CSF"), a Utah 501(c)(3) public charity focused on upward economic mobility and neighborhood investment across the Wasatch Front; and

West Valley City ("WVC" or "Grantee"), a Utah municipal corporation located at 3600 South Constitution Boulevard West Valley City, UT 84119

2. Grant Purpose

CSF provides this grant from the West Valley City Geographic Impact Fund in support of the Neighborhood Leadership Academy ("NLA") — a resident-driven program that equips neighbors to lead improvement projects in their own communities. Grant funds shall be used to support NLA resident projects, including materials, supplies, equipment, and direct project costs that benefit WVC neighborhoods, consistent with CSF's 501(c)(3) charitable mission.

Because NLA projects are diffuse and neighbor-driven, funds are deployed against an overall program budget rather than on a project-by-project basis. WVC is responsible for managing individual project execution within the approved budget.

3. Grant Amount

Total Grant Amount: \$23,900

CSF will issue a single check to West Valley City in the amount of \$25,000 upon execution of this Agreement. The CSF Impact Director will be kept informed of expenditures and progress. No Grant Funds may be expended after December 31, 2026 and WVC shall promptly return any unused Grant Funds to CSF.

4. Use of Grant Funds

4.1 Approved Uses. WVC shall use Grant Funds only for the purposes specified in Section 2 and the approved budget in Exhibit 1. Eligible uses include materials, supplies, equipment, and direct project costs associated with NLA resident-led neighborhood improvement projects. Any proposed redirection of funds requires CSF's prior written approval.

4.2 Prohibited Uses. Grant funds may not be used for direct cash payments to individuals, lobbying, political activities, or purposes unrelated to the approved grant activities.

4.3 Return of Funds. WVC shall promptly return any unused Grant Funds to CSF within thirty (30) days of project completion or upon written request of CSF, whichever occurs first.

5. Grantee Obligations

5.1 Notification. WVC shall promptly notify CSF of any change in key personnel responsible for grant activities or any circumstance affecting its ability to carry out the funded purposes.

5.2 Compliance Certifications. WVC certifies that it:

- Will use Grant Funds solely for charitable purposes benefiting WVC residents and neighborhoods
- Will not use Grant Funds for lobbying as defined under IRC §501(c)(3)
- Will not permit private benefit or inurement to insiders
- Complies with all applicable federal, state, and local laws

6. CSF Charitable Discretion and Oversight

CSF retains independent charitable discretion over all grant decisions consistent with its 501(c)(3) obligations. This discretion is CSF's alone and does not impose additional obligations or risk on WVC beyond those set forth in this Agreement. This Agreement reflects CSF's positive commitment to resident-led neighborhood investment in West Valley City.

7. Public Acknowledgment

WVC shall acknowledge CSF's support in communications and materials related to funded activities. WVC agrees that CSF may include information about this grant — including grant amount, purpose, and program outcomes — in CSF's public communications and reports.

8. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination, WVC shall return all unexpended Grant Funds to CSF within thirty (30) days.

9. Relationship of Parties

This Agreement does not create an employment, agency, partnership, or joint venture relationship between the parties. WVC is an independent organization responsible for its own governance, personnel, purchasing decisions, vendor relationships, and expenditure execution. CSF maintains oversight of its charitable funds while respecting WVC's organizational independence.

Indemnification. WVC shall indemnify and hold harmless CSF and its directors, officers, and employees from claims, damages, or liabilities arising from WVC's use of Grant Funds or conduct of funded activities, except in cases of harm caused solely by CSF's gross negligence or willful misconduct.

10. General Provisions

10.1 Amendments. This Agreement may be amended only by written instrument signed by both parties.

10.2 Governing Law. This Agreement shall be governed by the laws of the State of Utah. Any disputes shall be resolved in the courts of the State of Utah.

10.3 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full effect.

10.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

Signatures

Cities Strong Foundation

Authorized Signatory	Date
Print Name: _____	Title: _____

West Valley City

Authorized Signatory	Date
Print Name: _____	Title: _____

Approved as to form 4/21/2026
Brandon Hill

Exhibit 1 — Approved Program Budget

Neighborhood Leadership Academy — West Valley City

Project Lead	Project Name	Funding Requested
Judy Burr	Repainting Curb Addresses	\$500
Selam Dickerson	WVC Field Day	\$1,500
Ann Wilson, Chad Wilson, Dorma Lindsey	Back Nine Picnic Table Install	\$4,500
Lynnette Nelsen	Adopt a Fire Hydrant	\$1,450
Lisa Hancock	Adopt a Park Strip	\$1,500
AnnDee Sanchez	Block Party in a Box	\$1,500
Angela Moore	WVC Roll n' Ride	\$1,500
Mario Valencia	Project Bark (Playground Revitalization)	\$1,750
Elaina Carlston	Light the Way to a Safer Community (Street Light Project)	\$1,500
Jim Vesock	Flags	\$1,500
Efi Neofitos	Safer Streets Neighborhood Cruise	\$1,500
David Madsen	6 City Park Clean-up Project	\$1,700
Cristobal Villegas	Connected Neighborhood Project	\$1,500
Father Sebastian Sasa	Neighborhood Library Project	\$1,500
Jim and Kayla Phillips	Chatterleigh Meadows Neighborhood Formation	\$500
		TOTAL
		\$23,900

Grand Total: \$23,900



Description: America 250 Utah Logo Usage Agreement

Fiscal Impact: \$0.00

Funding Source: NA

Account #: NA

Budget Opening Required

Issue:

Logo Usage Agreement between the State of Utah’s Department of Cultural & Community Engagement and West Valley City’s Department of Community Engagement & Culture.

Summary:

Allows WVC the use of the trademarked America 250 Utah logo and customized logos with West Valley City added.

Background:

The City would like to co-brand several existing programs as well as generate new programs related to the America 250 anniversary.

Recommendation:

Approval





West Valley City Issue Paper

City Council Review

Department: Community Engagement & Culture
Submitted by: Craig Thomas
Date: April 21, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LOGO USAGE AGREEMENT
BETWEEN THE CITY AND THE STATE OF UTAH TO
PARTICIPATE IN AMERICA250 UTAH.**

WHEREAS, the state of Utah and the City desire to work together to celebrate the 250th anniversary of American independence; and

WHEREAS, the state of Utah is willing to permit City usage of certain licensed materials, subject to the execution of an appropriate agreement; and

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on April 15, 2026 by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 and West Valley City's Department of Community Engagement and Culture, a Utah municipal government entity, with a principal place of business at West Valley City. The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America’s 250th anniversary (“Semiquincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
 - iv. Create and promote an America250 website with Entity’s county, city, or tribal name prominently represented; and
 - v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.
- 3.6 Entity may not do any of the following:
- i. Alter the Trademark in any way;
 - ii. Pursue merchandising or royalty agreements involving the words “America250” or any registered America250 mark; or
 - iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department’s prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department’s reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department’s reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark’s use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy
Department of Cultural and Community
Engagement
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

**State of Utah, Department of
Cultural and Community
Engagement:**

**West Valley City, Department of
Community Engagement and Culture:**

Print Name:
Title:
Date:

Print Name: Karen Lang
Title: Mayor
Date: _____

Approved as to form 4/21/2026
Brandon Hill



Description: WestFest Tent Agreement

Fiscal Impact: \$32,892.00

Funding Source: General Fund / Revenues

Account #: 10-8120-40310-00000-0000

Budget Opening Required

Issue:

Agreement between Utah Tent & Events and West Valley City’s Department of Community Engagement & Culture, West Fest Committee to provide services at WestFest 2026.

Summary:

Utah Tent and Events will provide the 100 tents, sidewalls, fire extinguishers, 500 folding chairs, 37 chairs and assorted items.

Background:

Utah Tent and Events has provided event tents and supplies to WestFest for several years. They were the lowest bid again this year.

Recommendation:

Approval





West Valley City Issue Paper

City Council Review

Department: Community Engagement & Culture
Submitted by: Craig Thomas
Date: April 21, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE RENTAL OF
EQUIPMENT FROM UTAH TENTS AND EVENTS.**

WHEREAS, West Valley City wishes to rent certain equipment for use at WestFest; and

WHEREAS, Utah Tents and Events submitted the lowest responsive and responsible bid;
and

WHEREAS, the price awarded to Utah Tents and Events 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 rent
said equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City,
Utah, that the City is hereby authorized to rent equipment from Utah Tents and Events for an
amount not to exceed \$32,892.00 and that the Mayor and City Manager are hereby authorized to
execute, for and on behalf of the City, any documents necessary to complete said transaction.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



2187 Alexander St., West Valley City, UT 84119
 PH: 801-657-7686
 www.Utahtentandevents.com

EVENT DESC: WESFEST 2026
 EVENT DAY: Wednesday
 EVENT DATE: 06/17/2026
 EVENT TIME:
 DELIVERY: TUE 06/16/2026 *A.M.
 PICKUP: SUN 06/21/2026 *A.M.
 SALES PERSON: T/J PO #:
 ORDER DATE: 01/08/2026 TERMS:

BILL TO:

CRAIG THOMAS (801) 509-1950
 WESTFEST
 P.O. BOX 701052

WEST VALLEY CITY UT 84170
 TEL: (801) 363-2898 FAX: (801) 968-4546

SHIP TO:

CRAIG THOMAS (801) 509-1950
 CENTENNIAL PARK
 5405 WEST 3100 SOUTH
 WEST VALLEY CITY UT 84120

QTY	ITEM DESCRIPTION	PRICE	TOTAL
90	10' X 10' PEAK TOP WHITE - SEE LISTING BELOW:	175.00	15,750.00
	- (70) 10' X 10' TENT WHITE W/3 SIDES WALL (CRAFT VENDORS)		
	- (10) 10' X 10' TENT WHITE W/4 SIDES (DRESSING ROOM/SOUND/HOSP.)		
	- (10) 10' X 10' TENT WHITE W/1 SIDES WALL (CITY TENTS)		
5	10' X 10' TENT RED & WHITE W/2 SIDES WALL (FOOD VENDORS)	175.00	875.00
1	10' X 20' TENT ON 10' LEGS W/3 SIDES WALL (INFO BOOTH)	350.00	350.00
1	20' X 40' CANOPY - NO SIDES (STAGE SPECTATORS)	1,400.00	1,400.00
1	30' X 50' CANOPY - NO SIDES (STAGE SPECTATORS)	2,625.00	2,625.00
1	30' X 70' CANOPY - NO SIDES (DINING)	3,675.00	3,675.00
1	50' X 30' GABLE TENT ON 10' LEGS W/80' WALL (STAGE COVER)	2,625.00	2,625.00
5	10' X 20' SIDEWALL	45.00	225.00
54	8' X 10' SIDEWALL	20.00	1,080.00
61	8' X 20' SIDEWALL	40.00	2,440.00
3	240 WATT LED UFO LIGHTS W/EXTENSION CORD	95.00	285.00

SPECIAL INSTRUCTIONS: THIS IS A QUOTE ONLY

*3 YEAR CONTRACT DISCOUNT @ \$1,000.00 EACH YEAR

SUB TOTAL:	32,592.00
SALES TAX:	0.00
DELIVERY:	300.00
LABOR:	0.00
C.C. CONV FEE:	0.00
TOTAL:	32,892.00

Our prices include all applicable sales tax.

***There is a 4% Credit Card Processing fee. If full payment is made by Credit Card, there would be Credit Card Processing fee of \$ 1,315.68 plus applicable tax**

Customer Acceptance Signature

Customer is responsible for any damages to Utah Tents and Events property while the equipment is on site for the above function .
 Cancelled job more than 90 days prior to load in date: 50% of above cost.
 Cancelled job 30-90 days prior to load in date: 70% of above cost.
 Cancelled job 0-30 days prior to load in date: 90% of above cost.



2187 Alexander St., West Valley City, UT 84119
 PH: 801-657-7686
 www. Utahtentandevents.com

EVENT DESC: WESFEST 2026
 EVENT DAY: Wednesday
 EVENT DATE: 06/17/2026
 EVENT TIME:
 DELIVERY: TUE 06/16/2026 *A.M.
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 SALES PERSON: T/J PO #:
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WEST VALLEY CITY UT 84170
 TEL: (801) 363-2898 FAX: (801) 968-4546

SHIP TO:

CRAIG THOMAS (801) 509-1950
 CENTENNIAL PARK
 5405 WEST 3100 SOUTH
 WEST VALLEY CITY UT 84120

QTY	ITEM DESCRIPTION	PRICE	TOTAL
1	FIRE PROTECTION PKG. -EXTINGUISHERS/NO SMOKING SIGNS	300.00	300.00
500	BLACK FOLDING CHAIR	1.75	875.00
9	8' BANQUET TABLE	15.00	135.00
28	PICNIC TABLES	25.00	700.00
126	LINEAR FEET OF BLACK SKIRTING (36") - DUVETYNE	2.00	252.00
1	MULTI - YEAR CONTRACT DISCOUNT	-1,000.00	-1,000.00
*** CUSTOMER RESPONSIBLE FOR ALL PERMITS			
*** PAYMENT DUE UPON RECEIPT ***			

SPECIAL INSTRUCTIONS:	THIS IS A QUOTE ONLY	SUB TOTAL:	32,592.00
*3 YEAR CONTRACT DISCOUNT @ \$1,000.00 EACH YEAR		SALES TAX:	0.00
		DELIVERY:	300.00
		LABOR:	0.00
		C.C. CONV FEE:	0.00
		TOTAL:	32,892.00

Our prices include all applicable sales tax.

*There is a 4% Credit Card Processing fee. If full payment is made by Credit Card, there would be Credit Card Processing fee of \$ 1,315.68 plus applicable tax

Customer Acceptance Signature

Customer is responsible for any damages to Utah Tents and Events property while the equipment is on site for the above function .
 Cancelled job more than 90 days prior to load in date: 50% of above cost.
 Cancelled job 30-90 days prior to load in date: 70% of above cost.
 Cancelled job 0-30 days prior to load in date: 90% of above cost.



Description: Interlocal Agreement for 7200 W Reconstruction Project; SR-201 to 2100 South

Fiscal Impact: N/A

Funding Source: N/A

Account #: N/A

***Budget Opening Required:* No**

Issue:

A resolution authorizing the execution of an Interlocal Cooperation Agreement for design services for the 7200 West Reconstruction Project; SR-201 to 2100 South

Summary:

An Interlocal Cooperation Agreement addressing cost sharing for the design of a reconstruction project on 7200 West from SR-201 to 2100 South.

Background:

Magna City and West Valley City are coordinating to hire a design consultant to prepare plans for the reconstruction of 7200 West between SR-201 and 2100 South. This roadway segment is in poor condition and requires full-depth reconstruction, along with improvements such as street lighting, sidewalk, curb and gutter, and storm drainage upgrades.

West Valley City will manage the consultant contract, and the design costs will be shared equally between Magna City and West Valley City. This partnership allows both cities to coordinate the design of this important corridor while sharing project costs.

Recommendation:

Execute the Interlocal Agreement with the Magna City.

Department: Public Works
Submitted by: Coby Wilson, City Engineer
Date: 4/6/26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT FOR
CERTAIN DESIGN SERVICES.**

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

WHEREAS, the City is contracting for design work for the 7200 West Reconstruction Project; and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

INTERLOCAL COOPERATION AGREEMENT

Between

THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT,

MAGNA CITY

and

WEST VALLEY CITY

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2026, with an effective date as provided in Section 14 of this Agreement, by and between the Greater Salt Lake Municipal Services District and Magna City, a municipal corporation of the State of Utah (collectively, the Greater Salt Lake Municipal Services District and Magna City are described herein as “Magna”); and West Valley City, a municipal corporation of the State of Utah (“WVC”). WVC, the Greater Salt Lake Municipal Services District, and Magna City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party,” all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, Magna and WVC are public agencies as defined by Title 11, Chapter 13, UTAH CODE ANN. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the Parties wish to contract for the design of the reconstruction of a portion of 7200 West between the SR-201 North Frontage Road and 2100 South (the “Project”); and

WHEREAS, Magna and WVC desire to enter into an agreement, which sets forth the rights, obligations and responsibilities of each Party for the Project.

A G R E E M E N T :

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. WVC Obligations. Except as provided in Section 2 of this Agreement, WVC shall contract with a consultant to design the Project. WVC shall be the primary point of contact with the consultant. WVC will consult with Magna in making Project decisions and will give Magna deference in making decisions within the jurisdictional area of Magna provided that such deference does not increase the cost of the Project at WVC’s expense. WVC shall diligently cooperate with Magna to ensure that the decisions are sound and made in a timely manner. WVC shall be responsible for 50% of the cost of the Project. WVC’s obligation shall not exceed \$146,322.88.

2. Magna Obligations. Magna shall be responsible for 50% of the cost of the Project. Magna's obligation shall not exceed \$146,322.87. The Parties agree that upon receiving a project related invoice, WVC will invoice Magna for Magna's share of that invoice as defined above. Magna will pay WVC within 30 days after receiving any invoice from WVC.

3. Approval and Coordination. WVC shall obtain Magna approval prior to making any decisions concerning the Project within Magna city limits. Magna shall cooperate and respond to all requests for approval promptly after receipt of any such request and shall not unreasonably withhold, condition, or delay any approval required under this paragraph or elsewhere in this Agreement.

4. Services Performed in a Professional and Reasonable Manner. WVC shall perform project management in a professional, reasonable and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with WVC. All construction will comply with applicable law.

5. Retaining Consultants and Contractors. WVC will consult with Magna and consider input from Magna in selecting consultants.

6. Termination. If the design and construction of the Project are not completed by the end of the term as set forth herein, and WVC desires to extend this Agreement, WVC shall request an extension from Magna as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. Magna shall not unreasonably withhold, condition, or delay its acceptance of a request by WVC for an extension. Within 30 days of receipt of such written request, Magna shall notify WVC in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating Party or Parties if the other Party or Parties fail to cure the default identified in the written notice within the 90 day notice period.

7. Liability and Indemnification. Magna and WVC are governmental entities under the Utah Governmental Immunity Act (the "Act"), UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. No Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

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

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

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the City Manager of WVC, a representative of the Greater Salt Lake Municipal Services District, and the City Manager of Magna City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

If to Magna City:

With a copy to:

If to the MSD:

With a copy to:

If to WVC: Ifo Pili
City Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

With a copy to: J. Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: eric.bunderson@wvc-ut.gov

10. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

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

13. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of WVC, the Greater Salt Lake Municipal Services District, and Magna City, including the adoption of any necessary resolutions or ordinances by the Parties authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for WVC and Magna, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the adoption of a resolution by the governing body of the Parties, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the Project or

(ii) within three (3) years after the execution of this Agreement as set forth herein. Except as otherwise provided in Section 6 there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

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

16. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) Attorney Fees. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the

prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

(l) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

(n) No Agency. Agents, employees or representatives of a Party shall not be deemed to be agents, employees or representatives of the other Party.

IN WITNESS WHEREOF, WVC, by a resolution duly adopted by its City Council, caused this Agreement to be signed and attested by the Mayor, or her designee; and Magna City, by a resolution duly adopted by its City Council, caused this Agreement to be signed by the Mayor, or his designee; and the Greater Salt Lake Municipal Services District, by a resolution duly adopted by its governing board, caused this Agreement to be signed and attested by the Chair.

MAGNA CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

MAGNA CITY ATTORNEY

By: _____

Date: _____

WEST VALLEY CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: _____

Date: _____

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Chair

ATTEST:

Clerk

Approved as to Form and Legality:

COUNSEL FOR THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____

Date: _____