WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, June 23, 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: Mayor Lang

4. Approval of Minutes:

   A. June 9, 2026

5. Awards, Ceremonies and Proclamations:

   A. Recognition of Youth City Council Members 2025-2026

6. 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.

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.

Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

7. Public Hearings:

A. Accept Public Input Regarding Total Compensation Increase of Municipal Executive Officers for Fiscal Year 2026-2027

B. Accept Public Input Regarding Application GPZ-2-2026, Filed by Van Trust Real Estate, Requesting a General Plan Change from Large Lot Residential (2-3 units/acre) to Light Manufacturing and a Zone Change from A (Agricultural, Minimum Lot Size 1/2 Acre) to M (Manufacturing) and C-3 (Transitional Commercial) for Property Located at 6290 West Parkway Blvd

Action: Consider Ordinance 26-26, Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing for Property Located at 6290 West Parkway Blvd

Action: Consider Ordinance 26-27, Amend the Zoning Map to Show a Change of Zone from A (Agricultural, Minimum Lot Size 1/2 Acre) to M (Manufacturing) and C-3 (Transitional Commercial) for Property Located at 6290 West Parkway Blvd

Action: Consider Resolution 26-62, Authorize the City to Enter into a Development Agreement with DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan for Approximately 48.4 Acres of Property Located at Approximately 6290 West Parkway Blvd.

C. Accept Public Input Regarding Application ZT-1-2026, Filed by West Valley City, Requesting a Zone Text Change to Amend the Zoning Ordinance to Comply with Changes Made to State Code During the 2026 Legislative Session

Action: Consider Ordinance 26-28, Amend Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, and 7-12-105 and Enact Section 7-7-107.5 of the West Valley City Municipal Code to Make Updates Required by State Law

D. Accept Public Comment Regarding Application SA-4-2026, Filed by Jake Wycoff, Requesting Approval of a Subdivision Amendment with Public Utility Easement Vacation for Property Located at 2938 South Glen Eagles Drive

Action: Consider Ordinance 26-29, Approve the Vacation of Certain Public Utility Easements

8. Consent Agenda:

A. Ord 26-30: Amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-12-101, 16-13-101, 16-14-101, 16-15-101, and 16-16-101 of the West Valley City Municipal Code to Adopt Certain International Building Codes

B. Reso 26-63: Adopt a Wildland Urban Interface Map

C. Reso 26-64: Approve an Interlocal Agreement to Participate in a Consortium to Receive Home Investment Partnership Funds

D. Reso 26-65: Authorize the Execution of a Professional Services Agreement with ArcSitio Design, Inc.

E. Reso 26-66: Authorize the City to Enter Into Agreements with SelectHealth and EMI Dental for Health and Dental Insurance Coverage

F. Reso 26-67: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Angel Jose Lopez Casadiegos for Property Located at 6987 West 3500 South

G. Reso 26-68: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement and Quitclaim Deed With and From Joseph A. Pinelle for Property Located at 6965 West 3500 South

H. Reso 26-69: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Jerry and Tamara Whitlock for Property Located at 6997 West 3500 South

I. Reso. 26-70: Ratify the City Manager's Reappointment of Martell Winters to the West Valley Planning Commission for a Term from July 1, 2026 to June 30, 2030

J. Reso 26-71: Ratify the City Manager's Appointment of Adriana Ramirez to the West Valley Planning Commission for a Term from July 1, 2026 to June 30, 2030

K. Reso 26-72: Ratify the City Manager's Reappointment of Justin Turcsanski and Matt MacPherson to the Professional Standards Review Board for a Term Commencing July 1, 2026 and Ending June 30, 2028

L. Reso 26-73: Ratify the City Manager's Reappointment of Lisa Rene Jones, Jim Vesock, and Craig Thomas to the Clean and Beautiful Committee for a Term Commencing July 1, 2026 and Ending June 30, 2030

M. 26-74: Ratify the City Manager's Reappointment of Lisa Rene Jones as Chair of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2026 and Ending June 30, 2027

N. Reso 26-75: Ratify the City Manager's Reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board

O. Reso 26-76: Ratify the Appointment of Mike Chesnut to the Audit Review Committee

9. New Business:

A. Reso 26-83: Authorize the Execution of the Second Amendment to the Parking Structure Management and Use Agreement

10. Motion for Closed Session (if necessary)

11. Adjourn

WEST VALLEY CITY

City Council Regular Meeting Minutes
June 9, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, JUNE 9, 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 TEMPORARY MAYOR PRO TEM NORDFELT.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt, Councilmember At-Large/ Temporary Mayor Pro Tem
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

ABSENT:

Karen Lang, Mayor
Scott Harmon, Councilmember District 2

STAFF PRESENT:

John Flores, Acting City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Kent Stokes, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jason Erekson, Acting Parks and Recreation Director
Craig Thomas, Community and Culture Director *(electronically)*
Paula Melgar, HR Director *(electronically)*
Tumi Young, Chief Code Enforcement Officer
Travis Crosby, IT

John Flores, Assistant City Manager, noted that Mayor Lang and Mayor Pro Tem Harmon are both excused this evening. He stated that the Council would need to appoint a temporary Mayor Pro Tem.

Councilmember Whetstone moved to appoint Councilmember Nordfelt as Temporary Mayor Pro Tem.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous

OPENING CEREMONY- COUNCILMEMBER CHRISTENSEN

Councilmember Christensen reflected on the anniversary of D-Day and the sacrifices made during World War II. He noted that the occasion served as a reminder that, despite current global challenges, past generations endured significant hardships and sacrifices. He shared that his uncle served in the Army Air Corps as a meteorologist and was involved in preparing weather reports for the D-Day invasion. Councilmember Christensen spoke about the immense courage and commitment required of those who participated in the operation and emphasized the lasting impact their service had on the nation's history. He then asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 26, 2026

The Council considered the Minutes of the Regular Meeting held May 26, 2026. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Regular Meeting held May 26, 2026. Councilmember Huynh seconded the motion.

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

PUBLIC COMMENT PERIOD

Ryan Mahoney expressed concerns regarding safety at the upcoming WestFest event, referencing the loss of a woman and infant during last year's celebration. He encouraged the City to increase the visible presence of law enforcement through expanded foot patrols throughout the event area and suggested exploring access control measures and weapon screening where feasible. Ryan also addressed water conservation, noting ongoing drought concerns and encouraging the City to continue considering xeriscaping and water-wise landscaping practices to reduce water consumption, maintenance needs, and emissions associated with lawn care equipment.

Jim Vesock thanked City staff for addressing roadway issues near Wingstop, noting that repairs had improved access and traffic flow in the area. He also commented on the ongoing discussion regarding fencing requirements along 4100 South, expressing support for maintaining existing wrought iron fencing standards within the corridor between 5600 West and Bangerter Highway, where the City made a significant public investment in streetscape improvements. He suggested that fencing requirements outside of that improvement area be more flexible and cautioned against imposing additional restrictions on chain-link fencing, citing affordability concerns for residents.

Eduardo Guzman, a representative of the Carpenters Union, expressed appreciation for the opportunity to meet with City staff and discuss ways the union can become more involved in the community. He stated that more than 100 union members residing in West Valley City are interested in volunteering and giving back through community service projects. Mr. Guzman noted that the union is working with City staff to identify opportunities for collaboration and emphasized the organization's willingness to contribute its members' skills, experience, and trade expertise to support community needs. He also invited additional suggestions from the Council for future partnership opportunities.

Daniel McCrae addressed the Council regarding concerns involving a family property dispute and the care of his late aunt. He alleged that his aunt, who he believes was experiencing dementia, signed legal documents affecting family property while lacking the capacity to do so. Mr. McCrae also questioned the availability of emergency medical service records related to prior contacts with his aunt and expressed concerns about the care she received before her death. He requested accountability and further review of the circumstances surrounding the matter.

Councilmember Christensen noted that the Police Department has reviewed safety measures for the upcoming WestFest event and has developed plans to enhance security. He stated that efforts are underway to make the event as safe as possible and that additional security measures are already being implemented.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-1-2026, FILED BY GRANGER HUNTER IMPROVEMENT DISTRICT, REQUESTING A ZONE CHANGE FROM A-2 (AGRICULTURE, MINIMUM LOT SIZE 2 ACRES) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) FOR PROPERTY LOCATED AT 5901 WEST PARKWAY BLVD.**
Mayor Pro Tem Nordfelt informed a public hearing had been advertised for the Regular Council Meeting scheduled June 9, 2026 in order for the City Council to hear and consider public comments regarding Application Z-1-2026, Filed by Granger Hunter Improvement District, Requesting a Zone Change from A-2 (Agriculture, Minimum Lot Size 2 Acres) to R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) for Property Located at 5901 West Parkway Blvd.

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

> Zoning on the surrounding property includes A-2 to the north and east, R-1-10 to the south, and RM (Multiple Unit Dwelling Residential) to the west. Neighboring uses include vacant land to the north, a large storm water detention area to the east, a Granger Hunter Improvement District sewer lift station to the south, and a developing senior condo development to the west. The subject property is currently vacant. The subject property is designated as Medium Density Residential (7 to 12 units/acre) in the General Plan.
>
> The concept plan shows the extension of 5990 West to the north. Public Works has discussed this road extension with Granger Hunter and has proposed splitting the cost. Right-of-way dedication along the east side of the property will be necessary to accommodate the sidewalk extension.

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

ACTION: ORDINANCE 26-22, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A-2 (AGRICULTURE, MINIMUM LOT SIZE 2 ACRES) TO R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) FOR PROPERTY LOCATED AT 5901 WEST PARKWAY BLVD
The City Council previously held a public hearing regarding proposed Ordinance 26-22 that would amend the Zoning Map to Show a Change of Zone from A-2 (Agriculture, Minimum Lot Size 2 Acres) to R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) for Property Located at 5901 West Parkway Blvd.

DRAFT

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

Councilmember Christensen moved to approve Ordinance 26-22.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: RESOLUTION 26-59, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH GRANGER HUNTER IMPROVEMENT DISTRICT FOR APPROXIMATELY 0.56 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 6158 WEST 2920 SOUTH

Mayor Pro Tem Nordfelt discussed proposed Resolution 26-59 that would authorize the City to Enter Into a Development Agreement with Granger Hunter Improvement District for Approximately 0.56 Acres of Property Located at Approximately 6158 West 2920 South.

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

Granger Hunter Improvement District has submitted a zone change application (Z-1-2026) on property at 5901 West Parkway Blvd (adjacent to 6158 West 2920 South) to change the zoning from A-2 (Agriculture, minimum lot size 2 acres) to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet). The Planning Commission recommended approval of the zone change subject to a development agreement.

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

Dedicate 5 feet of right-of-way along the east side of the property to accommodate the extension of 5990 West.

Construct the extension of 5990 West to the north edge of the property. The City will pay for permanent improvements on the east half of the roadway.

Construct a temporary paved turnaround meeting Fire Department requirements.

Install a 6-foot-tall precast concrete wall along the north and west sides of the property.

Place the fence along the south side of the property 20 feet from the south property line.

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

Councilmember Whetstone moved to approve Resolution 26-59.

Councilmember Wood seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

Mayor Pro Tem Nordfelt informed a public hearing had been advertised for the Regular Council Meeting scheduled June 9, 2026 in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2025-2026 Budget.

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

DRAFT

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

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2025 and ending June 30, 2026, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

Mayor Pro Tem Nordfelt opened the Public Hearing.

Ryan Mahoney reiterated his belief that the City should consider divesting certain City-owned properties and reducing its involvement in property ownership. He suggested that some properties could be transferred to private ownership while preserving open space through interested investors, thereby returning the properties to the tax rolls and generating additional tax revenue for the City. He expressed the view that property ownership and development are generally better suited to the private sector.

Mayor Pro Tem Nordfelt closed the Public Hearing.

ACTION: ORDINANCE 26-23, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 26-23 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Councilmember Whetstone moved to approve Ordinance 26-23.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Absent

DRAFT

Councilmember Huynh	No
Councilmember Christensen	Yes
Mayor Pro Tem Nordfelt	Yes
Mayor Lang	Absent

Majority.

ORDINANCE 26-24: AMEND CHAPTER 5-3 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN PROCUREMENT REQUIREMENTS

Mayor Pro Tem Nordfelt discussed proposed ordinance that would amend Chapter 5-3 of the West Valley City Municipal Code to update certain procurement requirements.

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

> This ordinance updates the City's procurement thresholds to better reflect current purchasing costs and operational needs. Under the proposed amendment, minimal purchases would apply to purchases with a total value of not more than $20,000, and small purchases would apply to purchases with a total value of not more than $70,000.
>
> For small purchases, City Council approval would not be required provided funds are available within the approved departmental budget and the purchase is approved in advance by both the Department Head and the City Manager. Small purchases would still require the solicitation of quotes from at least three businesses, with documentation of those quotes maintained by the department. Purchases made directly through State or cooperative purchasing agreements would continue to be exempt from separate solicitation requirements. All purchases would also remain subject to existing safeguards prohibiting the artificial division or manipulation of purchases to avoid approval thresholds. The ordinance also updates the threshold for purchases made through State contracts, requiring formal City Council action and approval for any State contract purchase exceeding $70,000.
>
> The City's current procurement thresholds have become less aligned with the cost of goods, supplies, materials, equipment, and services. As prices have increased over time, routine and budgeted purchases that exceed the current thresholds may require additional administrative steps or City Council approval, even when the purchase has already been approved as part of the annual budget.
>
> Increasing the small purchase threshold from $30,000 to $70,000 allows departments to complete necessary purchases more efficiently while maintaining internal controls and accountability. Purchases within this range would still require advance written approval from both the Department Head and City Manager, and departments must continue to solicit bids or quotes from at least three businesses. This amendment supports efficient City operations

while preserving procurement safeguards, documentation requirements, and Council oversight for larger purchases.

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

Councilmember Wood moved to approve Ordinance 26-24.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

ORDINANCE 26-25: APPROVE FEE INCREASE FOR FAMILY FITNESS CENTER CHILDCARE SERVICES

Mayor Pro Tem Nordfelt discussed a proposed fee increase for Family Fitness Center childcare services.

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

Approve a fee increase to the Family Fitness Center fees for childcare services. The hourly rate will increase by $1 per hour. Kids Camp will increase by $5 per day and Afterschool Camp will increase by $7 per day. This will increase fitness center revenue by approximately $120,000.00 per year.

Rising compliance, transportation, and labor costs necessitate a fee increase to continue the safe, instructive, and engaging childcare programs offered to our community.

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

Councilmember Christensen moved to approve Ordinance 26-25.

Councilmember Wood seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. RESOLUTION 26-60: ACCEPTANCE OF UORG GRANT FOR SUGARPLUM TRAIL

Mayor Pro Tem Nordfelt discussed acceptance of a UORG Grant for Sugarplum trail.

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

Parks and recreation applied for a grant to create a trail in the detention basin between Foxtail and Sugarplum parks.

The detention basin creates a natural pass between the neighborhood homes, the elementary school and the parks. Children in the area use it daily. This project would provide a bridge over the gulley area to improve safety as well as expand the city trail connections. Additional amenities will and create an inviting recreational space.

B. ACCEPT RESOLUTION 26-37: AUTHORIZE AN EASEMENT PURCHASE AGREEMENT AND ACCEPTANCE OF A TEMPORARY CONSTRUCTION EASEMENT

Mayor Pro Tem Nordfelt discussed authorization of a Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

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

The Rebecca J. Moyer and Trent S. Moyer property located at 6955 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of $1,300.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

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

Councilmember Huynh moved to approve Resolution 26-60.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY JUNE 9, 2026 WAS ADJOURNED AT 6:52 PM BY MAYOR PRO TEM NORDFELT.

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, June 9, 2026.

DRAFT

_____
Nichole Camac, MMC
City Recorder

DRAFT

WEST VALLEY CITY

West Valley City
FY26-27 Budget Amendment
Executive Municipal Officers Compensation Increases
Utah Code Section 10-3-818

The FY 2026-2027 budget amendment includes compensation adjustments for executive officers, excluding the City Manager, to recognize general progression increases. Where there is more than one employee with the same title, the information presented shows the maximum available increase for the title.

Title	Progression Increase	Total Increase
Animal Services Director	2.0%	2.0%
Assistant City Manager	2.0%	2.0%
Chief Code Enforcement Officer	2.0%	2.0%
City Attorney	2.0%	2.0%
City Recorder	2.0%	2.0%
Communications & Government Affairs Director	2.0%	2.0%
Deputy Communications Director	2.0%	2.0%
Community Development Director	2.0%	2.0%
Community Engagement & Culture Director	2.0%	2.0%
Court Administrator	2.0%	2.0%
Economic Development Director	2.0%	2.0%
Facilities & Construction Management Director	2.0%	2.0%
Finance Director	2.0%	2.0%
Deputy Finance Director/Chief Accountant	2.0%	2.0%
Fire Chief	2.0%	2.0%
Deputy Fire Chief	2.0%	2.0%
Human Resources Director	2.0%	2.0%
IT Division Head	2.0%	2.0%
Deputy IT Division Head	2.0%	2.0%
Parks & Recreation Director	2.0%	2.0%
Assistant Parks & Recreation Director	2.0%	2.0%
Police Chief	2.0%	2.0%
Deputy Police Chief	2.0%	2.0%
Public Works Director	2.0%	2.0%

In addition, there will be a budgeted bonus of $1,000 plus $100 per year of service with West Valley City (not to exceed $3,500 total).

West Valley City Issue Paper

City Council Review

Description: Development Agreement with DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

A resolution authorizing the City to enter into a development agreement with DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan.

Summary:

This resolution authorizes a development agreement between the City and DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan to establish minimum standards for an industrial development at 6290 W Parkway Blvd.

Background:

VanTrust Real Estate has submitted a General Plan/zone change application (GPZ-2-2026) on property at 6290 W Parkway Blvd. to change the General Plan from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and the zoning from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing) and C-3 (Transitional Commercial). The Planning Commission recommended approval of the application subject to a development agreement.

The development agreement is primarily intended to minimize the impact of the proposed industrial development on the nearby residential uses by:

1. directing semi-truck traffic away from Parkway Blvd.;
2. prohibiting heavier industrial uses;
3. increasing the landscaped setback along Parkway Blvd.; and
4. regulating the height, size, and design of the buildings closest to Parkway Blvd.

Recommendation:

The Planning Commission recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 4/8/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 3/12/2026
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 6290 WEST PARKWAY BLVD. ON 50.4 ACRES.

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

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

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

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-2-2026, filed by VanTrust Real Estate and located at 6290 W Parkway Blvd. is hereby reclassified from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing said property being more particularly described as follows:

Parcel #s: 14-23-300-003-1001, 14-23-301-012, 14-23-300-013, 14-23-300-017 and 14-26-101-008.

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 3/12/2026
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A (AGRICULTURAL, MINIMUM LOT SIZE ½ ACRE) AND A-1 (AGRICULTURAL, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) AND C-3 (TRANSITIONAL COMMERCIAL) FOR PROPERTY LOCATED AT 6290 WEST PARKWAY BLVD. ON 51.8 ACRES.

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #GPZ-2-2026, filed by VanTrust Real Estate and located at 6290 W Parkway Blvd. is hereby reclassified from zone A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing) and C-3 (Transitional Commercial) said property being more particularly described as follows:

A to M
Parcel #s: 14-23-301-005 and 14-23-300-003-1001

A-1 to M
Parcel #s: 14-23-301-012, 14-23-300-013, 14-23-300-017, and 14-26-101-008 less the following portion of 14-26-101-008:

A parcel of land located in the Northwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian. The boundaries of said

parcel of land are described as follows:

Beginning at the Northwesterly corner of a parcel of land described in that Quitclaim Deed recorded September 20, 2021, as Entry No. 13777746 in Book 11241 at Page 6985 in the Office of the Salt Lake County Recorder, said point also being on the Easterly right-of-way line of 6400 West Street, which is 33.00 feet N.89°54’40”E. from the Northwest Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian; thence N.89°54'40"E. 200.00 feet; thence S.00°02'48"E. 219.71 feet; thence N.82°33'45"E. 1,096.46 feet; thence S.00°04'10"E. 201.67 feet to the Northerly right-of-way line of Parkway Boulevard; thence along said Northerly right-of-way line the following three (3) courses: 1) S.82°33'45"W. 1,213.00 feet to a point of tangency with a 4,953.50-foot radius curve to the right, concave Northerly, (Radius point bears N.07°26'16"W.); 2) Westerly 54.62 feet along the arc of said curve, through a central angle of 00°37'54" (Chord bears S.82°52'41"W. 54.62 feet); 3) N.48°44'34"W. 40.34 feet to the Easterly right-of-way line of 6400 West Street; thence along said Easterly right-of-way N.00°02'48"W. 416.32 feet to the Point of Beginning.

The above-described parcel of land contains 305,679 sq. ft. in area, or 7.017 acres, more or less.

A-1 to C-3
The following portion of 14-26-101-008:

A parcel of land located in the Northwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwesterly corner of a parcel of land described in that Quitclaim Deed recorded September 20, 2021, as Entry No. 13777746 in Book 11241 at Page 6985 in the Office of the Salt Lake County Recorder, said point also being on the Easterly right-of-way line of 6400 West Street, which is 33.00 feet N.89°54’40”E. from the Northwest Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian; thence N.89°54'40"E. 200.00 feet; thence S.00°02'48"E. 219.71 feet; thence N.82°33'45"E. 1,096.46 feet; thence S.00°04'10"E. 201.67 feet to the Northerly right-of-way line of Parkway Boulevard; thence along said Northerly right-of-way line the following three (3) courses: 1) S.82°33'45"W. 1,213.00 feet to a point of tangency with a 4,953.50-foot radius curve to the right, concave Northerly, (Radius point bears N.07°26'16"W.); 2) Westerly 54.62 feet along the arc of said curve, through a central angle of 00°37'54" (Chord bears S.82°52'41"W. 54.62 feet); 3) N.48°44'34"W. 40.34 feet to the Easterly right-of-way line of 6400 West Street; thence along said Easterly right-of-way N.00°02'48"W. 416.32 feet to the Point of Beginning.

The above-described parcel of land contains 305,679 sq. ft. in area, or 7.017 acres, more or less.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Description: GPZ-2-2026

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

Application:	GPZ-2-2026
Applicant:	Van Trust Real Estate
Address:	6290 W Parkway Blvd.
Size:	51.8 acres

Summary:

A General Plan change from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and a zone change from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size) to M (Manufacturing) and C-3 (Transitional Commercial)

Background:

The applicant is proposing an industrial project with several buildings that total 721,161 square feet in area. The larger buildings to the north would be within the M zone and not have access to Parkway Blvd. The smaller flex buildings to the south would be within the C-3 zone, which is more restrictive than the M zone, and have access to Parkway Blvd.

At some point, a transition between residential and industrial is unavoidable on this property. If the subject property were to develop as residential, the transition will happen along the north and east sides adjacent to existing or developing industrial property. If the subject property develops as industrial as proposed, the transition will happen along Parkway Blvd. and 6400 West.

Recommendation:

The Planning Commission recommends approval subject to a development agreement.

Department: Community Development
Submitted by: Steve Pastorik, AICP
Date: 4/8/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DRP FAMILY LIMITED PARTNERSHIP AND CELEBRITY BUILDERS PENSION & PROFIT SHARING PLAN FOR APPROXIMATELY 48.4 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 6290 WEST PARKWAY BLVD.

WHEREAS, DRP Family Limited Partnership and Celebrity Builders Pension & Profit Sharing Plan (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop an industrial project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20___, by and between DRP Family Limited Partnership and Celebrity Builders Pension Profit FBO Ken W. Rindlesbach, (herein and collectively "Developer") for the land to be included in or affected by the project located at approximately 6290 West Parkway Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 48.4 acres of real property located at 6290 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this

Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same; and shall be binding on and inure to the benefit of all successors in the ownership of all or any portion of the Property and any and all parties developing all or a portion of the Property as may be engaged by any owner from time to time. The foregoing notwithstanding, at any time the Property be owned by more than one party, the obligations set forth herein shall not be deemed as joint and several; they shall be applied to and enforced on each owner as to their respective portions of the Property only.

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

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

8. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by

certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	DRP Family Limited Partnership 2885 South Main St South Salt Lake City, UT 84115
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section. In the event that all or any portion of the Property has been transferred to a third party and said third party has not provided an updated address for notice, said notices may be delivered to either (i) the tax address noted on the deed transferring that portion of the Property, or (ii) the address at which the most recent Notice of Property Valuation was submitted in accordance with the records of the Salt Lake County Auditor based on a parcel search (slco.org/assessor/new/query.cfm), whichever is more current.

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER
DRP FAMILY LIMITED PARTNERSHIP

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of DRP Family Limited Partnership, a Utah limited partnership, and said document was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Members, and he/she acknowledged to me that said entity executed the same.

_____
Notary Public

DEVELOPER
CELEBRITY BUILDERS PENSION PROFIT FBO KEN W. RINDLESBACH

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me Ken W. Rindlesbach, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of Celebrity Builders Pension Profit FBO Ken W. Rindlesbach, and the foregoing instrument was signed by him on behalf of said entity.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-23-300-012
BEG 1254 FT N FR SW COR OF SEC 23, T 1S, R 2W, S L M; S 24 RDS; E 80 RDS; N 24 RDS; W 80 RDS TO BEG. 12 ACRES M OR L.

Parcel #: 14-23-300-013
BEG 858 FT N FR SW COR OF SEC 23, T 1S, R 2W, S L M; S 10 RDS; E 80 RDS; N 10 RDS; W 80 RDS TO BEG. 5 ACRES M OR L.

Parcel #: 14-23-300-017
BEG AT SW COR OF SEC 23, T1S, R2W, SLM; N 693 FT; E 1320 FT; S 693 FT; W 1320 FT TO BEG. LESS & EXCEPT BEG AT THE SW COR OF SEC 23, T1S, R2W, SLM; N 00°13'23" W 533.76 FT; S'LY 241.15 FT ALG A 833 FT RADIUS CURVE TO THE R (CHD S 08°20'17" E 240.31 FT); S 00°02'40" E 295.94 FT; S 89°54'48" W 33 FT TO THE BEG. 20.65 ACRES M OR L.

Parcel # 14-26-101-008
BEG AT THE NW COR SEC 26, T1S, R2W, SLM; S 472.112 FT M OR L; N 82°33' E 1332.333 FT M OR L; N 0°04'10" W 301.41 FT; S 89°54'40" W 1320.725 FT TO BEG. LESS & EXCEPT, BEG AT THE NW COR OF SEC 26, T1S, R2W, SLM; N 89°54'48" E 33 FT; S 00°02'40" E 416.32 FT; S 48°44'23" E 51.53 FT; N 82°33'54" E 45.45 FT; N 84°42'07" E 134.133 FT; N 82°33'54" E 1079.05 FT; S 00°04'02" E 7.06 FT; S 82°33'54" W 1331.50 FT; N 00°02'40" W 471.71 FT TO BEG. ALSO LESS BEG N 89°54'40" E 33 FT & S 0°02'48" E 416.32 FT & S 48°44'34" E 51.53 FT FR NW COR SEC 26, T1S, R2W, SLM; N 48°44'34" W 11.19 FT; NE'LY ALG 4953.50 FT RADIUS CURVE TO L, 54.62 FT (CHD N 82°52'41" E); N 82°33'45" E 1213 FT; S 0°04'10" E 13.11 FT; S 82°33'46" W 1081.94 FT; S 84°41'59" W 131.25 FT; S 82°33'46" W 45.45 FT TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

1. Development on the 3 parcels to the north (tax parcels 14-23-300-012, 14-23-300-013, and 14-23-300-017) shall not begin until vehicular access to Beagley Road is obtained and installed.

2. The Developer shall install a parkstrip with a minimum width of 5' and a 10' wide, concrete trail within the existing right-of-way of Beagley Road that spans from the west edge of tax parcel 14-23-301-005 to the east edge of tax parcel 14-23-301-005. The composition of the parkstrip shall be determined during the conditional use review process.

3. The following uses as they are defined in Section 7-1-103 of the West Valley City Zoning Ordinance shall be prohibited: Agricultural Business or Industry; Detention Facility/Jail; Incinerator; Heavy Industrial; Outdoor Kennel; Towing and Impound Yard; and Vehicle Recycling Facility.

4. Commercial Raising, Rental, Stabling, Training and Grazing of Animals may occur on the Property until development on the Project begins. Once development on the Property begins, Commercial Raising, Rental, Stabling, Training and Grazing of Animals may only occur on those portions of the Property that are not developed or under construction.

5. Vehicular access to Parkway Blvd. shall be prohibited for all buildings over 30,000 square feet.

6. The Developer and the City intend to reach agreement on the sale by the City and acquisition by the Developer (or its successor or assign) of tax parcel 14-23-301-005. Until such time as the acquisition of such parcel is finalized, the City agrees to grant an appurtenant perpetual easement benefitting the Property for access and utilities across tax parcel 14-23-301-005.

7. The minimum landscaped setback along Parkway Blvd. shall be 30 feet.

8. The following standards shall apply to tax parcel 14-26-101-008:
    - Overhead doors on buildings shall not face Parkway Blvd. or 6400 West.
    - The number of vehicular accesses shall be limited to two and are subject to approval from West Valley City Public Works.

9. The following standards shall apply to the property described in Exhibit C:
    - The height of all buildings shall be limited to 30 feet.
    - The area of each individual building shall be limited to 30,000 square feet.
    - All buildings shall comply with the Commercial Design Standards found in Part 3 of Chapter 7-11 of the West Valley City Zoning Ordinance.
    - No semi-truck docks shall be allowed on buildings.

EXHIBIT C

200 Foot Strip Legal Description

A parcel of land located in the Northwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwesterly corner of a parcel of land described in that Quitclaim Deed recorded September 20, 2021, as Entry No. 13777746 in Book 11241 at Page 6985 in the Office of the Salt Lake County Recorder, said point also being on the Easterly right-of-way line of 6400 West Street, which is 33.00 feet N.89°54’40”E. from the Northwest Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian; thence N.89°54'40"E. 200.00 feet; thence S.00°02'48"E. 219.71 feet; thence N.82°33'45"E. 1,096.46 feet; thence S.00°04'10"E. 201.67 feet to the Northerly right-of-way line of Parkway Boulevard; thence along said Northerly right-of-way line the following three (3) courses: 1) S.82°33'45"W. 1,213.00 feet to a point of tangency with a 4,953.50-foot radius curve to the right, concave Northerly, (Radius point bears N.07°26'16"W.); 2) Westerly 54.62 feet along the arc of said curve, through a central angle of 00°37'54" (Chord bears S.82°52'41"W. 54.62 feet); 3) N.48°44'34"W. 40.34 feet to the Easterly right-of-way line of 6400 West Street; thence along said Easterly right-of-way N.00°02'48"W. 416.32 feet to the **Point of Beginning**.

The above-described parcel of land contains 305,679 sq. ft. in area, or 7.017 acres, more or less.

BASIS OF BEARING: N.89°54’40”E. between the Northwest Corner and the North Quarter Corner of Section 26, T1S, R2W, SLB&M.

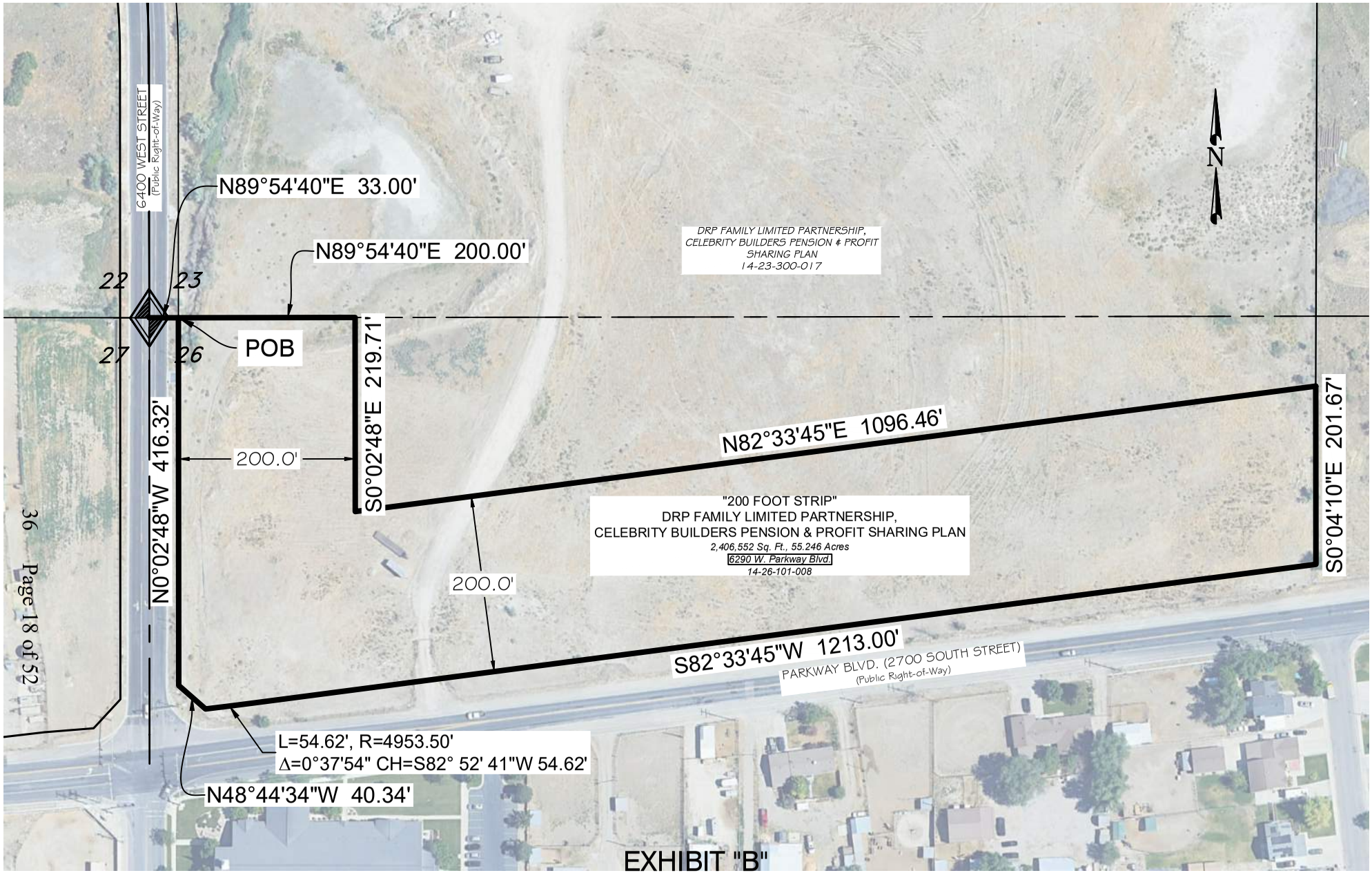

EXHIBIT "B"

PREPARED BY:

CIR | CIVIL ENGINEERING + SURVEYING

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

DRP Family Limited Partnership

Celebrity Builders Pension & Profit Sharing Plan

Assessor Parcel No:
14-26-101-008

Part of the NW 1/4 of Section 26
Township 1 South, Range 2 West, S.L.B.&M.

0 150 300

Scale in Feet
1"=150'

March 27, 2026

February 19, 2026

West Valley City Community Development Department
Planning and Zoning Division
3600 S Constitution Blvd, Suite 220
West Valley City, UT 84119

Dear West Valley City Planning and Zoning Division,

On behalf of DRP FAM LIMITED PARTNERSHIP ET AL, the owner of the parcel located at 6290 W Parkway Blvd. , which is also known as parcel #'s 14-23-300-012-0000, 14-23-300-013-0000, 14-23-300-017-0000, 14-26-101-008-0000, 14-23-300-003-1001, and 14-23-301-005 in West Valley City, as shown in Exhibit 4 and 5**,** we would like to submit this petition for a Zoning Map Amendment to change the zoning designation of these parcels. We are requesting the zoning designation be changed to M, Manufacturing from the current zoning designations of A and A-1, Agriculture. This petition is submitted pursuant to West Valley City Code § 7-5-101.

The West Valley City Zoning Code allows a property owner to initiate a zoning map amendment, by submitting an application for the amendment to the Salt Lake City Planning Commission. *See West Valley City Code § 7-5-101(1).* This letter and the attachments will answer the required questions that need to be addressed in a rezone petition, specifically:

1. What is the current West Valley City General Plan classification?
2. What is the current West Valley City Zoning classification?
3. What is the requested Zoning classification?
4. For what reason(s) do you suggest the change? What is the estimated development schedule?
5. What is the requested General Plan designation?

1. What is the current West Valley City General Plan classification?

The West Valley General Plan Map, which was adopted on December 15, 2015, identifies this property as Large Lot Residential. The property is adjacent to Light Manufacturing to the north and Community and Rural Residential to the south. It is important to note that West Valley City Code states that the General Plan is an advisory document or guide for land use decisions. *See West Valley City Code § 7-4-102(3).*

2. What is the current West Valley City Zoning classification?

The West Valley Zoning Map identifies the property as A (Agricultural, minimum lot size one-half acre), north of Riter Canal and A-1 (Agricultural, minimum lot size one acre). The

property is adjacent to, but currently outside the Inland Port Authority Jurisdiction boundary. The property to the north is within the Inland Port Authority, zones M (Manufacturing) and has industrial development on it. Across Parkway Blvd to the south, is zoned A-1 and has a church as well as some single-family residential homes. To the east is Magna Water District with well sites (south-east) and a planned industrial project zoned M, similar to the north (north-east). Finally, the property to the west is zoned A-1 and largely underdeveloped except for a residential corner parcel on the NW corner of Parkway Blvd. and S 6400 W.

3. What is the requested Zoning classification?

The property owner is requesting the property be rezoned to M (Manufacturing) similar to the properties to the north and east.

4. For what reason(s) do you suggest the change?

The property owner is requesting the rezone to the M (Manufacturing) zone to anticipate development of the property for industrial storage type uses.

The West Valley City General Plan expresses explicit support for industrial zoning and development. Specifically, it identifies the following guiding principle[1] in establishing land use policies:

> **The City should encourage industrial and office development to promote revenue and job growth.**
>
> The City's revenue is made up of property tax, sales tax, and franchise and other taxes, with property tax being the primary City revenue source. Property tax growth is accomplished by new construction, including redevelopment. Since residential development is taxed at only 55% of its value and commercial and industrial development is taxed at 100% of its value, commercial and industrial development yields more property tax per dollar of value. Therefore the City can increase its property tax revenue collection the most by encouraging commercial and industrial development. Currently, West Valley City boasts one local job for each employment-aged resident. One goal of the General Plan is to maintain that ratio and to increase employment citywide. West Valley City is a strong performer regionally in the transportation sector, benefitting from our excellent access to several freeways and the synergy that has developed among trucking companies that call West Valley City home. Development of the ARA Industrial Center in the Northwest opportunity area will help to solidify our position in this sector. The City should also seek to expand and grow jobs in other sectors, including those which we do not perform as strongly in.

[1] West Valley City General Plan – Vision West 2035, pg. 23.

The vision for land use policies and decisions[2] in the West Valley City General Plan also addresses industrial development. It states that:

> **West Valley City will promote an overall land use strategy that** preserves and enhances existing neighborhoods, **encourages industrial and office development**, encourages new retail development and redevelopment on existing ground zoned commercial, encourages transit-oriented development in strategic locations, and encourages high value homes on large lots on remaining residential land. **This land use strategy will guide development in a manner that continues to make West Valley City a great place to live, work, and play.**

The West Valley City General Plan also identifies the Riter canal as the barrier between residential and industrial development. This parcel does cross the canal, thus in order for the parcel to be developed cohesively, it would make sense for the industrial uses to be permitted on this property.

In both options presented, the Riter Canal serves as the natural physical barrier between industrial land uses to the north and residential uses to the south. [3]

It is anticipated that this project would commence site disturbance and construction in mid-2025 depending on timing of approvals.

5. What is the requested General Plan designation?

The property owner is requesting the General Plan designation be changed to Light Manufacturing.

[2] West Valley City General Plan – Vision West 2035, pg. 25.
[3] West Valley City General Plan – Vision West 2035, pg. 25.

We look forward to the opportunity to have our application processed through the revie and approval procedures in conformance with West Valley City and Utah State Code. We are happy to answer any additional questions you may have.

Sincerely,

Chris McCluskey
Executive Vice President, Development
VanTrust Real Estate, LLC

GPZ-2-2026
Petition by VanTrust Real Estate requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and a zone change from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing). The property is located at 6290 West Parkway Blvd. on 51.8 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov).

VanTrust Real Estate has submitted a General Plan/zone change application for six parcels totaling 51.8 acres located at 6290 W Parkway Blvd. The two parcels to the north are currently zoned A (Agricultural, minimum lot size ½ acre) and the remaining south parcels are zoned A-1 (Agricultural, minimum lot size 1 acre). The current General Plan designation is Large Lot Residential (2 to 3 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing.

Surrounding zones include M to the north and a portion of the east and A-1 to the south, west, and remaining east portion. Surrounding land uses include an industrial development to the north, an industrial development under construction and Magna Water well property to the east, a church and single unit dwellings to the south, and a single unit dwelling and a City wetland park to the west. The subject property is currently vacant.

Development Proposal
The intended development for this property is an industrial project with a total of 721,161 square feet of buildings as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

Current Conditions for Consideration
Since the adoption of the City's first General Plan in the 80's, the Riter Canal has been the dividing line between industrial uses to the north and residential uses to the south in the northwest part of the City. However, much has changed in the northwest part of the City since the 80's. The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- As indicated on the City's Major Street Plan, the City plans to extend 5900 West between Beagley Road and Parkway Blvd. on the Rocky Mountain Power property directly west of Mountain View Corridor. This road extension will enable industrial traffic from the subject property and in the area north of Beagley Road to access Mountain View Corridor without using Parkway Blvd. Design work for the road is underway. Public Works anticipates construction starting this year with the project completed in the spring/early summer of 2027 assuming an easement with Rocky

Mountain Power can be secured.

- The City's wetland park to the west and the Magna Water property to the east could be seen as a buffer between the potential industrial development on the subject property and nearby residential uses.
- The City recently widened Parkway Blvd. to 5 lanes between Mountain View Corridor and 6400 West.
- Some of the property to the east has been approved for industrial development.
- At some point, a transition between residential and industrial is unavoidable on this property. If the subject property were to develop as residential, the transition will happen along the east edge adjacent to VanTrust's property to the east. If the subject property develops as industrial, the transition will happen either between the southern and northern portions of the property, or it will happen along Parkway Blvd.

Questions from Planning Commissioners

During the Planning Commission study meeting, Commissioners asked several questions of staff. Below are the questions asked along with a response from staff.

- How does the height of large distribution warehouses compare with the height of small flex industrial buildings? Staff looked at the building elevations of several recent projects and found that the height of large distribution warehouses ranges between 40 and 45 feet and the height of small flex industrial buildings range between 20 to 28 feet.
- What are traffic volumes along this segment of Parkway Blvd? Annual average daily traffic (AADT) from UDOT shows a gradual increase in trips beginning at 5,800 in 2020 to the most recent number of 6,600 for 2024. Wasatch Front Regional Council forecasts traffic volumes for this segment of Parkway Blvd. to be 7,100 in 2028, 9,100 in 2032, and 11,500 in 2042. For reference, a 5-lane road can handle 26,500 trips at a level of service (LOS) of C and 30,500 at a LOS of D.
- What could be done to create a buffer/transition between the residential on the south side of the Parkway Blvd. and the proposed industrial on the north side of the street? Staff suggests the following treatments, some of which are reflected on the concept plan:
    - Increase the landscaped setback along Parkway Blvd. from 20 feet to 30 feet. This would match the setback requirement in the adjoining A-1 zone on the south, east, and west.
    - On the southernmost parcel within 200 feet of Parkway Blvd and within 200 feet of 6400 West, do the following:
        - Limit the height of buildings to 30 feet. This height matches the maximum building height in the A-1 zone and would allow building heights typical of small flex industrial buildings but not large distribution warehouses.
        - Limit the maximum building area per building to 30,000 square feet.
        - Require all buildings to meet the Commercial Design Standards found in Part 3 of Chapter 7-11 of the West Valley City Zoning Ordinance.
    - On the southernmost parcel, do the following:
        - Prohibit overhead doors from facing Parkway Blvd. or 6400 West.
        - Limit the number of vehicular accesses to two that are subject to approval from Public Works.
    - Prohibit vehicular access to Parkway Blvd. for all buildings over 30,000 square

feet.

Partial Approval Possible
As mentioned above, the applicant has included smaller flex industrial buildings on the south parcel as a transition between the larger industrial buildings to the north and the church and homes to the south. While these buildings are smaller, the Commission may be concerned about industrial on the south parcel for the following reasons:

- There are homes and a church on the south side of Parkway Blvd.
- There is a home on the northwest corner of Parkway Blvd and 6400 West.
- The City constructed Beagley Road to the north with the intent of keeping commercial traffic off Parkway Blvd. The flex buildings would have direct access to Parkway Blvd.
- There are no commercial uses along Parkway Blvd between 7200 West (the City's western border) and the Mountain View Corridor.

As pointed out earlier, a transition between industrial and residential is unavoidable on this property. The question is where the transition would be most effective. If the Commission approved the M zoning on only the north 5 parcels, the south parcel could potentially be rezoned for and developed as residential which would result in no commercial access on Parkway Blvd. A transition between the south parcel and the north 5 parcels could be made through the use of a mix of things like a solid fence, large setback, landscaping, and a change in elevation where the residential grade is higher than the industrial grade.

Access
As mentioned above, Beagley Road was constructed with the intend to direct truck traffic away from Parkway Blvd. and toward 7200 West, 5600 West, and the SR-201 south frontage road. If this property is to develop as industrial, staff believes that access to Beagley Road is essential and should be required by development agreement. Securing access to Beagley Road will require the acquisition of or at least an easement on the two northernmost parcels, one of which is owned by the City and the other by Kennecott.

Staff received the following preliminary comments from Public Works regarding access and improvements for this project:

- The developer needs to line up access points on Beagley Road.
- The same park strip and 10-foot wide trail being done to the east on the south side of Beagley will also be required on this project. Sidewalk will likely be required on 6400 West. Streetlights will also be required along roadways where they are not already installed.
- Access locations on Parkway Blvd. will need to be reviewed. They will need to line up or meet spacing standards.
- The proposed access on 6400 West would need to line up with the wetland park access road.

Staff Alternatives:
1. Approval of the General Plan/zone change on all 6 parcels. This application should be approved on all 6 parcels subject to a development agreement that includes the following

requirements:

a. Development on the 5 parcels to the north shall not begin until vehicular access to Beagley Road is obtained and installed.
b. The developer shall install a 5’ wide park strip and a 10’ wide, concrete trail within the existing right-of-way along the south side of Beagley Road.
c. The following uses as they are defined in Section 7-1-103 of the West Valley City Zoning Ordinance shall be prohibited: Agricultural Business or Industry; Commercial Raising, Rental, Stabling, Training and Grazing of Animals; Detention Facility/Jail; Incinerator; Heavy Industrial; Outdoor Kennel; Towing and Impound Yard; and Vehicle Recycling Facility.
d. The suggested buffer/transition treatments included in this report by City staff shall be included.

2. Approval of the General Plan/zone change on the 5 parcels to the north. This application should be approved on the north five parcels subject to a development agreement that includes requirements a, b, and c from the approval motion above.

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial. Industrial uses should not be developed on the south side of the Riter Canal.

Discussion: Steve Pastorik presented the proposal. In addition, he mentioned a couple of suggestions, not in the staff report, that he had after speaking with the Applicant that could help be more of a buffer or transition that would apply in that 200-foot area he referred to earlier. The first is that there would be no semi-truck docks on those smaller flex industrial buildings. They would be designed for box trucks or smaller trucks instead of semi-trucks. Lastly a suggestion from the applicant is that instead of zoning the 200 feet to the M zone, having it be the C-3 zone which is actually more restrictive so it would prohibit things like outside storage. If the Commission was not supportive of rezoning all the property, but wanted to focus on the north 5 parcels, he suggested that they still have to get access to Beagley and get the 5-foot park strip and 10- foot trail along Beagley and we should exclude some of the heavy industrial uses of those north 5 parcels.

Commissioner Matagi asked if the existing utilities and infrastructure have the capacity to support manufacturing uses on the site? Steve responds that typically the developer works with the utility company to get a will-serve letter, which basically means that they have the ability to serve a development. We typically address utilitiesat the site plan stage, but he’s not aware of any capacity issues or limitations that would prevent this project from happening.

Applicant, Chris McClusky 205 N 400 W, Suite 100 Salt Lake City, 84103

He thanked the Commission and elaborated on Commissioner Matagi’s question regarding utilities. They have extended a couple of water lines to connect to create the loop system for

Magna Water. They have improved the flow of water. They have not done the will-serve letter yet but are under the assumption that the utilities should be adequate. They are really considering the transition buffer. They wanted something the City and neighborhood was appreciative of.

Commissioner Matagi asked what specific type of manufacturing or development is being proposed.

Chris replied that they did a mix of types starting with the flex industrial buildings adjacent to Parkway Blvd. thatwould be more of a regional-type business, for example an HVAC or Tile company.

Commissioner Matagi asked if the hours would keep an 8-5 time frame and Chris said yes. Building 2 on the northwest along Beagley is rather shallow so that is also smaller tenants. Building 1 is where you will see more of a warehouse distribution type with a cross-dock layout that would push the traffic to Beagley.

Robert Burke, who lives at 3831 S 6400 W, asked about housing and what would bring more money to the city. Steve replies that generally commercial would generate more.

Dan Roach lives at 6426 W Parkway Blvd. His only concern is what they're doing out there is the riffraff that comes out with loud trucks and runs up and down the roads for hours and he's afraid this will bring more of them out there. Steve mentioned that on Beagley Public Works put in speed bumps to prevent street racing. Chair Lovato suggested reaching out to a Community Policing Officer and see if they can help.

Motion: Commissioner Porter motioned to approve option 1 including A, B, C, and D listed in option 1. D referencing the bullet points in the staff report with the addition of two items, the overhead doors at the back of the flex industrial buildings being surface level with no demi-truck loading docks, and the C-3 zone along Parkway Boulevard. Commissioner Woodruff seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—GPZ-2-2026—APPROVED

WEST VALLEY CITY

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PLANNING COMMISSION

Meeting

March 11, 2026

GPZ-2-2026

- Applicant: VanTrust Real Estate
- Request: General Plan change from Large Lot Residential (2 to 3 units/acre) to Light Manufacturing and a zone change from A (Agricultural, minimum lot size ½ acre) and A-1 (Agricultural, minimum lot size 1 acre) to M (Manufacturing) and C-3 (Transitional Commercial).
- Location: 6290 West Parkway Blvd
- Staff: Steve Pastorik

GPZ-2-2026

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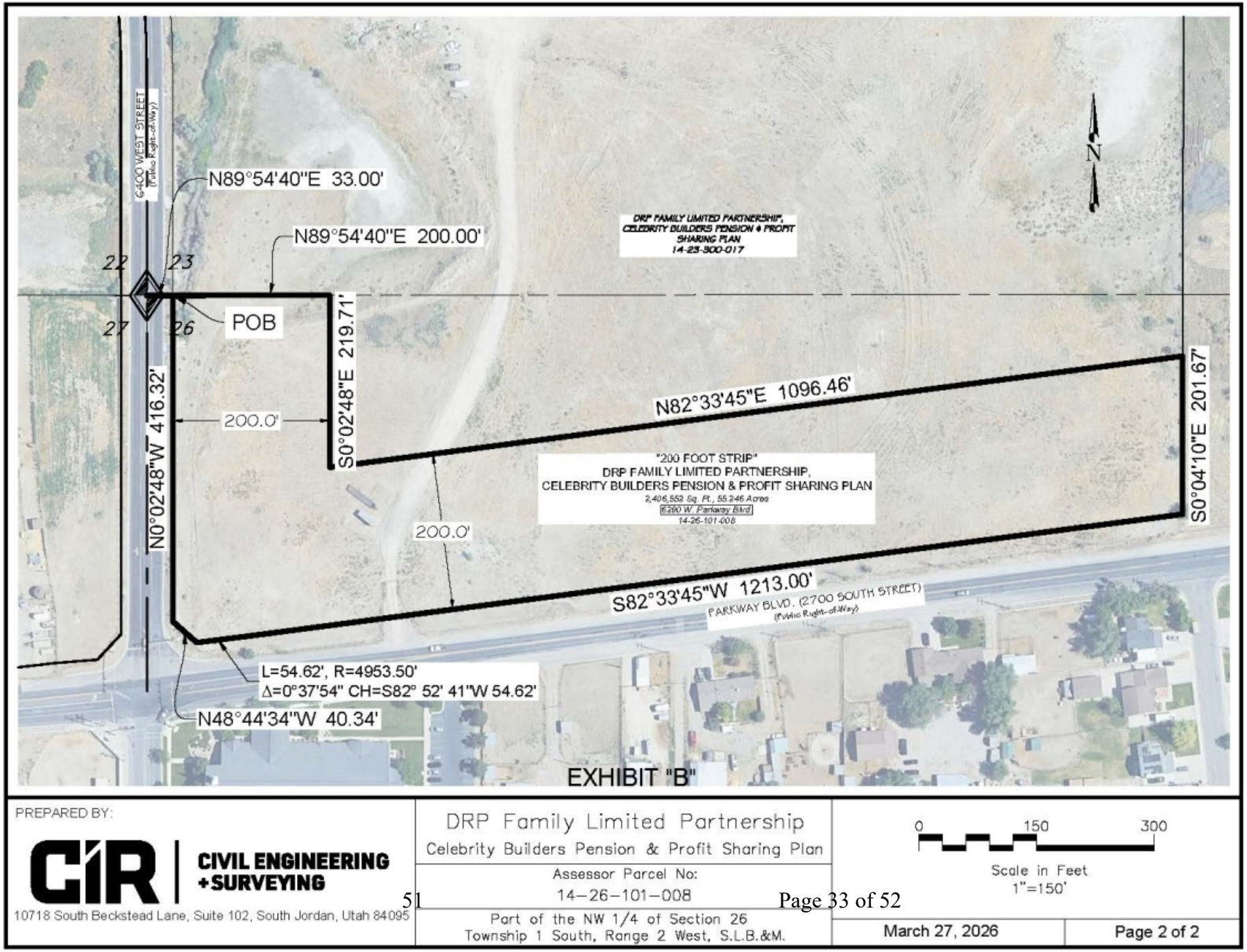
GPZ-2-2026



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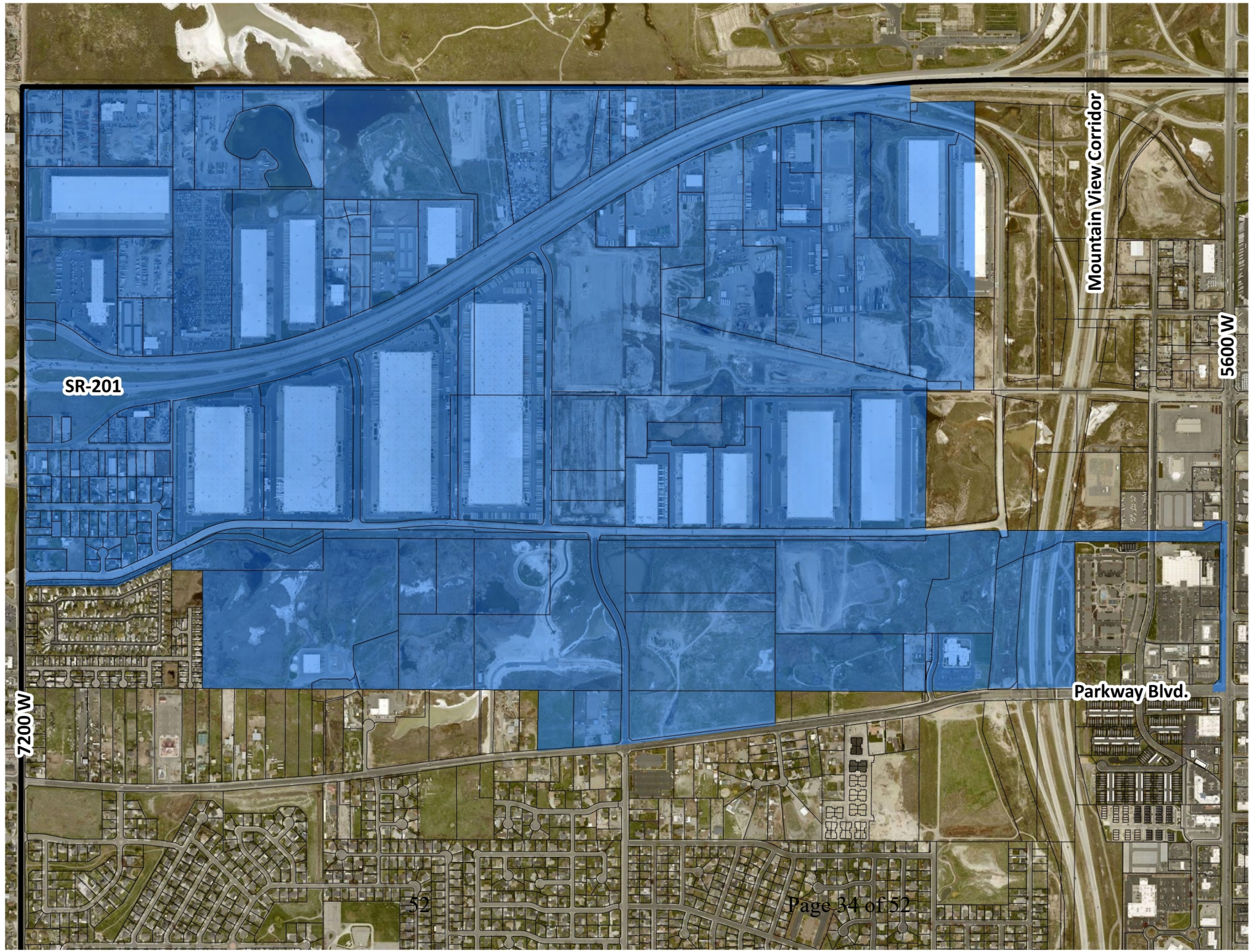

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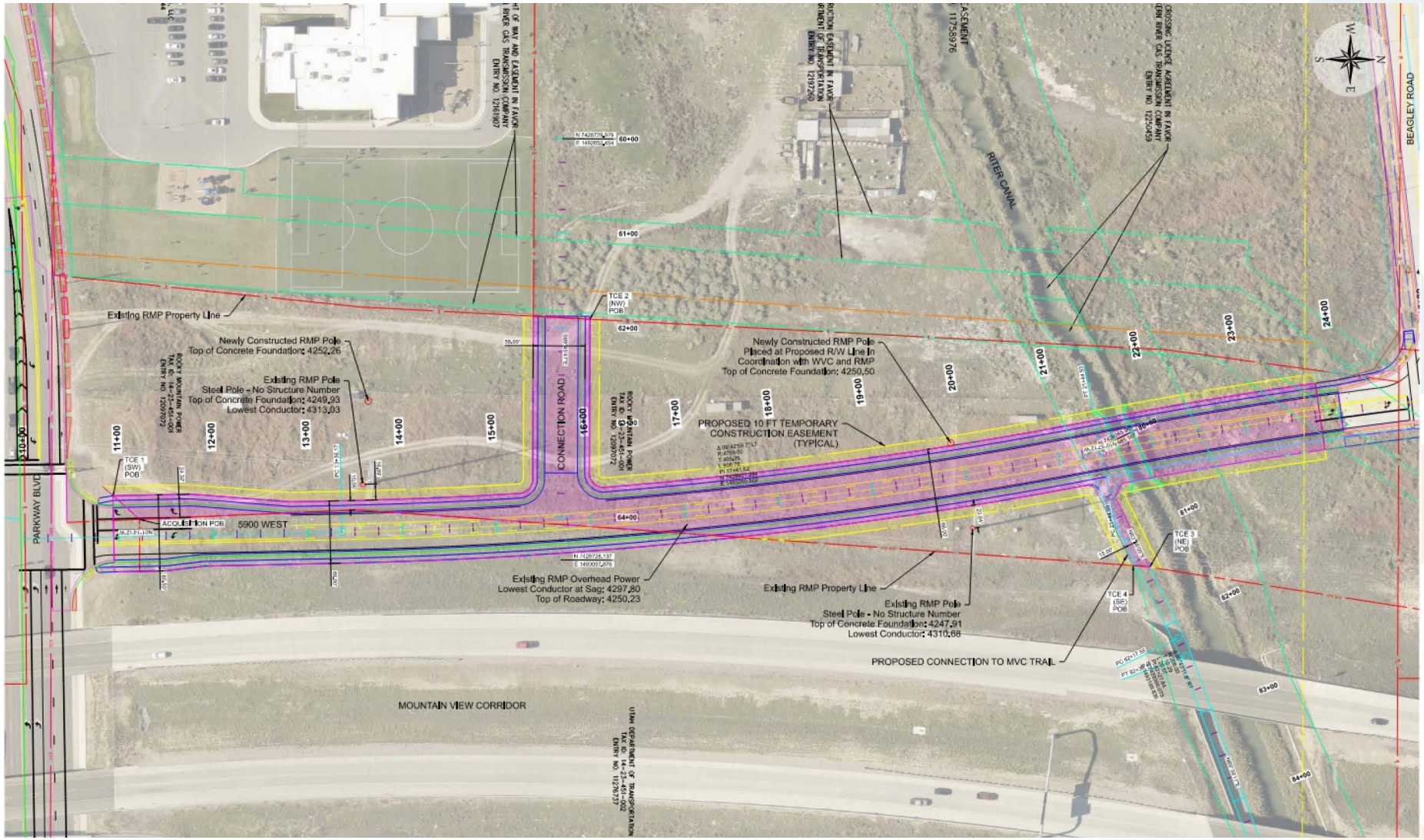

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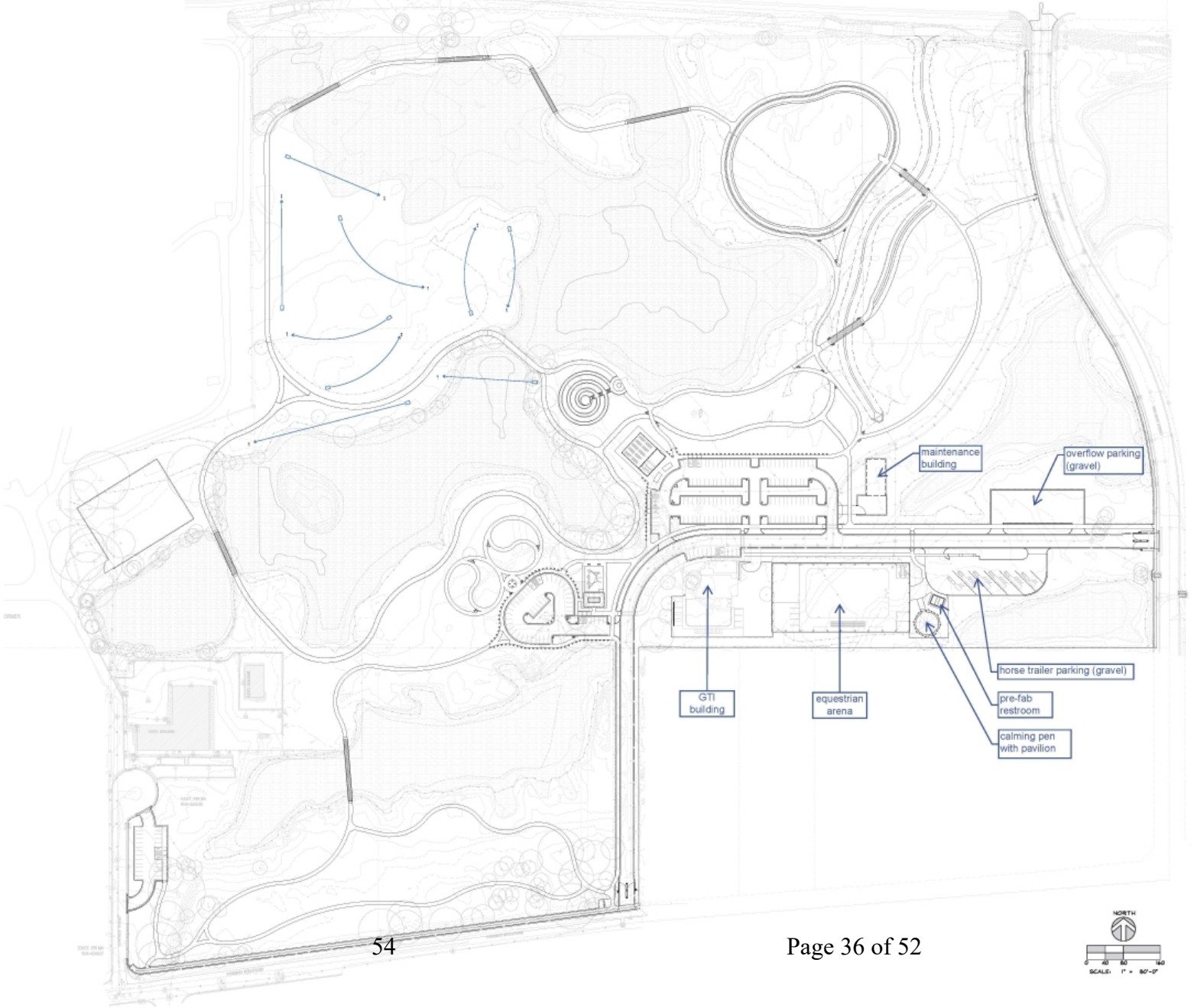

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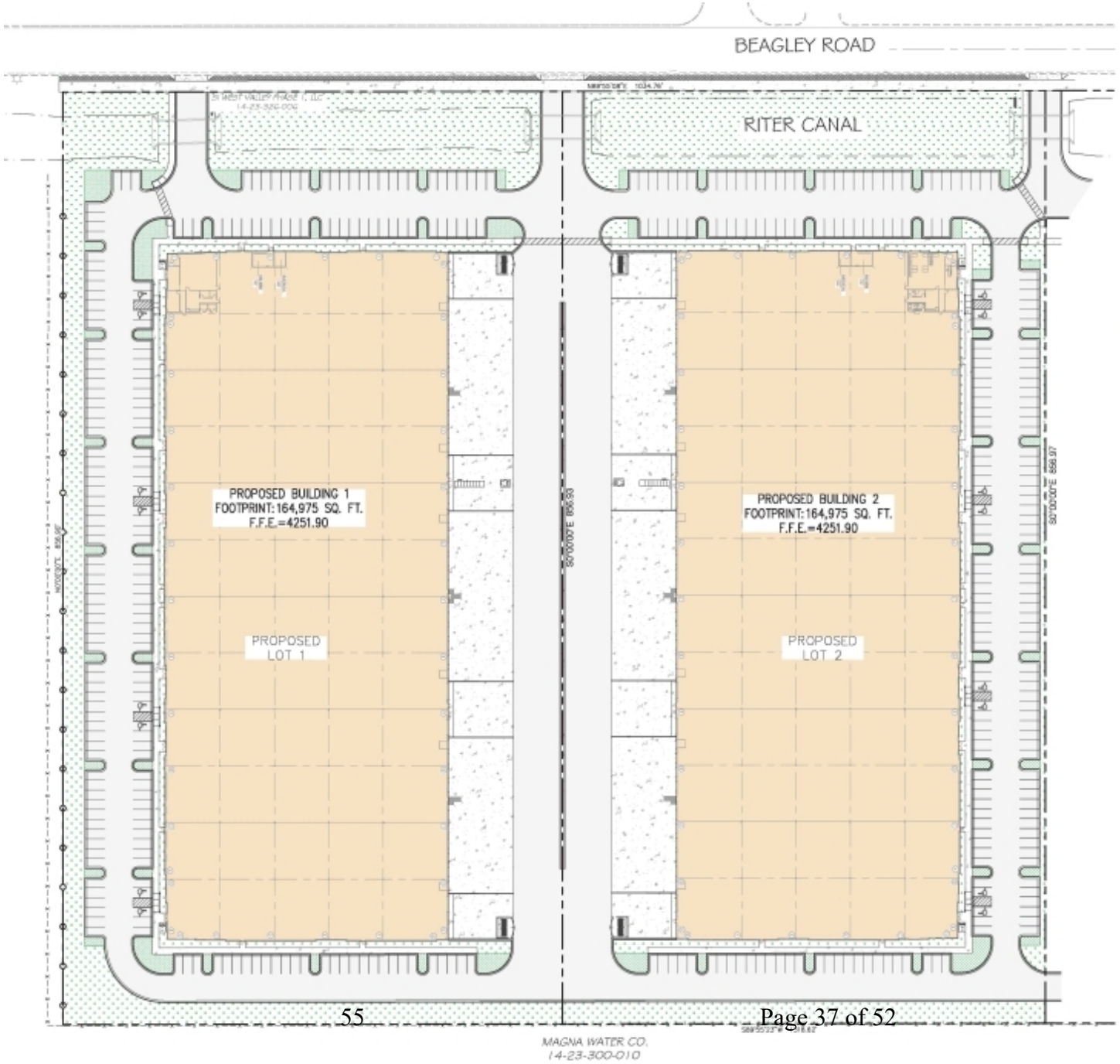

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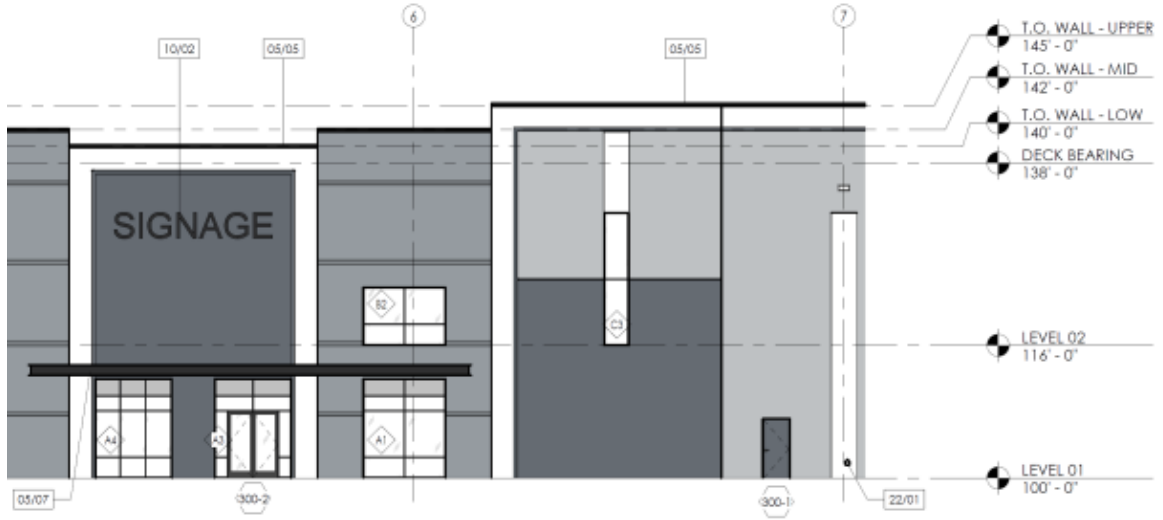
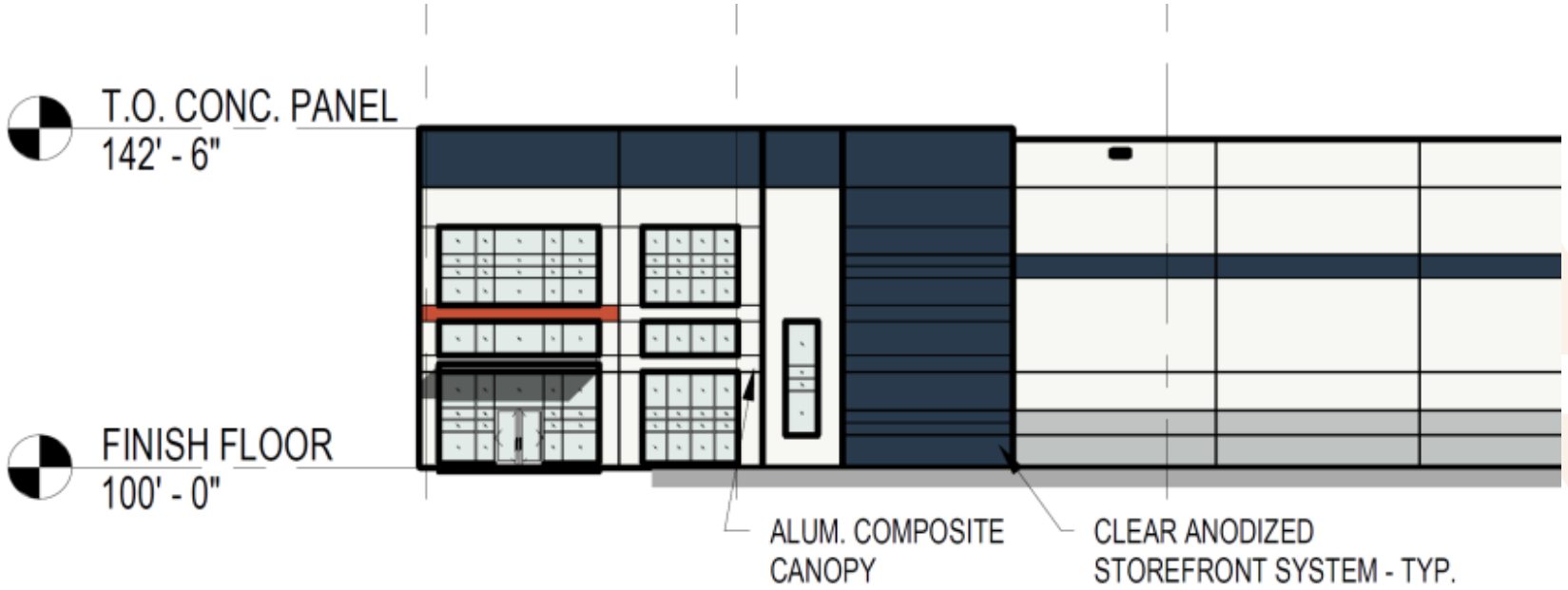
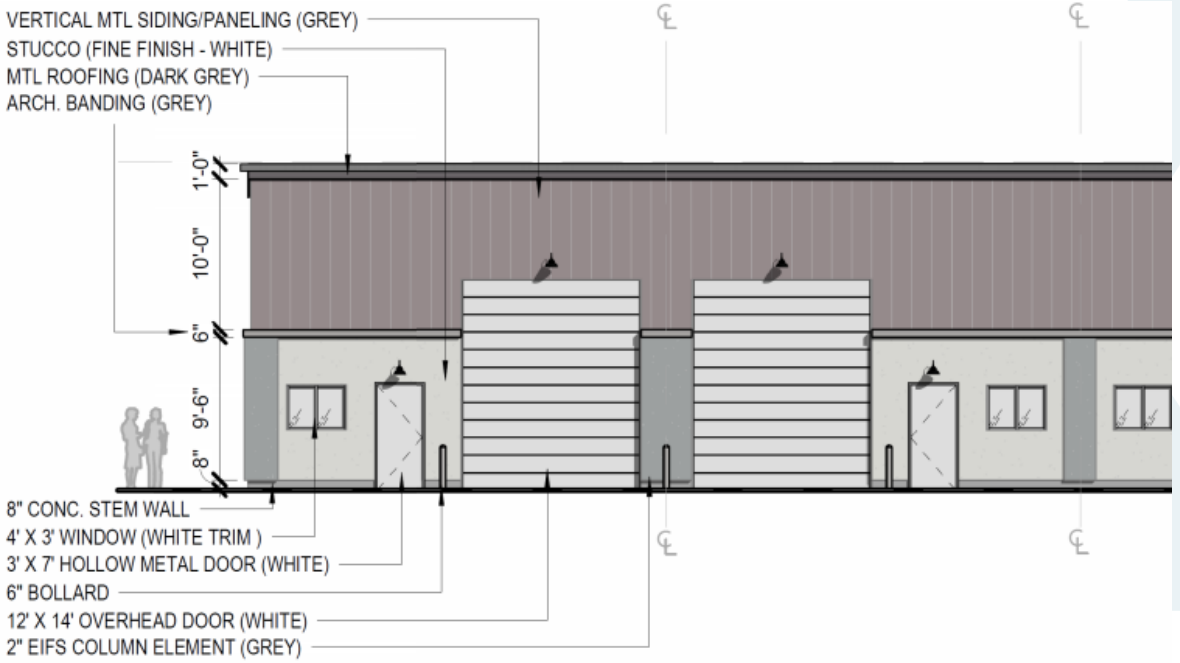
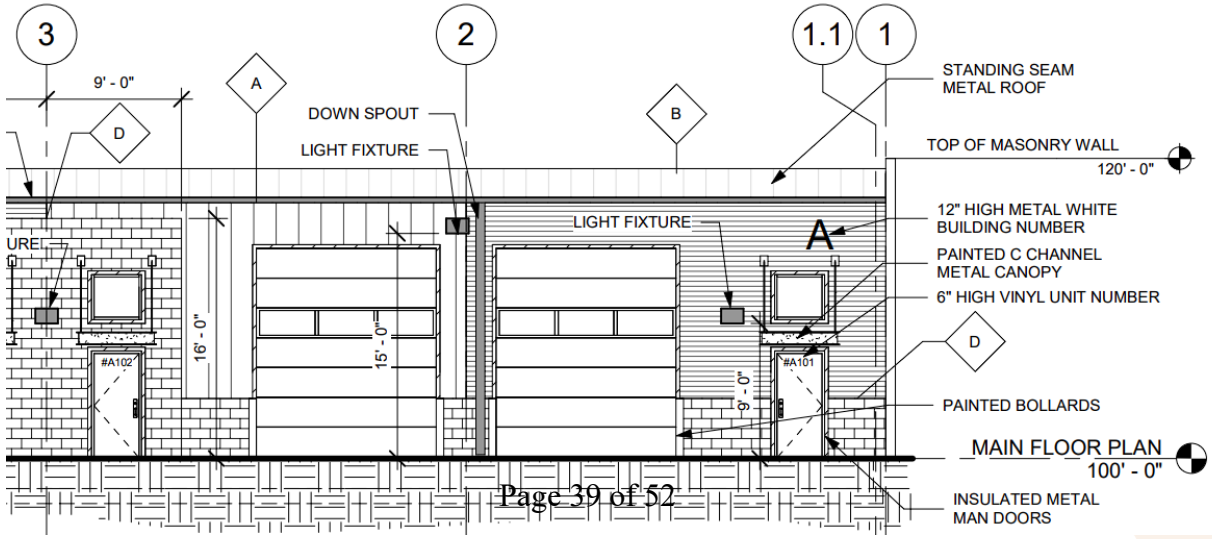

SIGNAGE
T.O. WALL - UPPER
145' - 0"
T.O. WALL - MID
142' - 0"
T.O. WALL - LOW
140' - 0"
DECK BEARING
138' - 0"
LEVEL 02
116' - 0"
LEVEL 01
100' - 0"


T.O. CONC. PANEL
142' - 6"
FINISH FLOOR
100' - 0"
ALUM. COMPOSITE CANOPY
CLEAR ANODIZED STOREFRONT SYSTEM - TYP.

GPZ-2-2026





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GPZ-2-2026

GPZ-2-2026

Looking south on Beagley

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GPZ-2-2026

Looking south on Beagley

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GPZ-2-2026

Looking north on Beagley

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Looking east on Beagley

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Looking east on 6400 W

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Looking southeast on 6400 W

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Looking west on 6400 W

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Looking north on Parkway Blvd

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Looking north on Parkway Blvd

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Looking south on Parkway Blvd

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Looking south on Parkway Blvd

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GPZ-2-2026

Looking southwest on Parkway Blvd

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West Valley City Issue Paper

City Council Review

Description: Zoning Ordinance Change to Comply with State Law

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:
Application #: ZT-1-2026
Applicant: West Valley City
Request: Petition to amend the zoning ordinance to comply with changes made to State Code during the 2026 legislative session.

Summary:
Staff is proposing a zoning ordinance amendment to change Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-12-105, and 7-7-115.5 and add Section 7-7-107.5 to comply with changes made to State Code during the 2026 legislative session.

Background:
During the 2026 legislative session, the Utah Legislature passed Senate Bill 284 that included several provisions affecting municipalities. The table below groups the proposed changes to comply with SB 284 into five topics (new or unlisted uses, removal of Planning Commissioners, zoning amendments, appeals, and detached accessory dwelling units) and matches the topics with the Zoning Ordinance sections and the codified Utah Code sections.

Topic	West Valley City Zoning Ordinance Section	Utah Code Section
1: New or Unlisted Uses	7-2-128 (Amended)	10-20-507
2: Removal of Planning Commissioners	7-3-106 (Amended)	10-20-301
3: Zoning Amendments	7-5-101 (Amended)	10-20-1107
4: Appeals	7-12-105 (Amended)	10-20-1105 10-20-1106
5: Detached Accessory Dwelling Units	7-1-103, 7-6-201, and 7-7-115.5 (Amended) 7-7-107.5 (Added)	10-21-101 10-21-304*

*Section 10-21-304 becomes effective on 10/01/2026.

Recommendation: The Planning Commission recommends approval.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: 5/28/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 5/6/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, AND 7-12-105 AND ENACTING SECTION 7-7-107.5 OF THE WEST VALLEY CITY MUNICIPAL CODE TO MAKE UPDATES REQUIRED BY STATE LAW.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning land use within the City; and

WHEREAS, legislation passed during the 2026 legislative session requires that provisions concerning the Planning Commission, appeals, and certain other applications be amended; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, and 7-12-105 and enact Section 7-7-107.5 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-7-115.5, and 7-12-105 of the West Valley City Municipal Code are hereby amended as follows:

7-1-103. DEFINITIONS.

Whenever any words or phrases used in this Title are not defined herein, but are defined in related sections of the Utah Code or the West Valley City Municipal Code, such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly

indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted meanings within the context in which they are used.

Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term "shall" is always mandatory, and the term "may" is permissive. The following terms as used in this Title shall have the following meanings:

(1) "Accessory Building" means a detached Building incidental to and located on the same Lot occupied by a Primary Building and subordinate in height and area to the Primary Building, but can be up to 14 feet in height.

(2) "Accessory Dwelling Unit", "Detached Accessory Dwelling Unit, and "Internal Accessory Dwelling Unit" have the meanings set forth in Title 10, Chapter ~~9a~~21, Utah Code Annotated 1953, or successor statute.

(3) "Accessory Use" means a Use customarily incidental and subordinate to the Primary Use or Building and located on the same Lot therewith, not including Uses which dominate in area, extent, or purpose over the Primary Use or Building.

(4) "Agricultural Building" means a Building exempt from the Utah State Construction Code pursuant to Section 15A-1-204, Utah Code Annotated 1953, as a Structure used solely in conjunction with agricultural Use and not for human occupancy.

(5) "Agricultural Business or Industry" means the processing of raw food products by packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry or egg production. Notwithstanding this subsection, nonanimal food processing plants located in an urban renewal area or community reinvestment area in the M Zone are not Agricultural Business or Industry.

(6) "Agricultural Zones" means the A, A-1, and A-2 zones.

(7) "Agriculture" means land used for the production of food through the tilling of the soil, the raising of crops, or horticulture and gardening, but excluding the keeping or raising of domestic Animals or fowl and Agricultural Business or Industry.

(8) "Airport" means any landing area, runway, or other facility designed, used, or intended to be used either publicly or privately by any Person or Persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other Buildings and open spaces.

(9) “Alcohol Establishment” means a business involved in the sale, manufacture, or distribution of alcoholic beverages for retail or wholesale purposes, excluding Off-Premises Beer Retailers.

(10) “Alcoholic Products” means all products obtained by fermentation, infusion, decoction, brewing, distillation, or any other process that uses any liquid or combination of liquids, whether drinkable or not, to create alcohol and that contain at least 0.63 percent alcohol by volume or 0.5 percent alcohol by weight, excluding common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines.

(11) “Alley” means a secondary vehicular and pedestrian access to abutting properties not intended for general traffic circulation.

(12) “Alteration” means a physical change or addition to a site, Building, or Structure.

(13) “Alternative Financial Service Provider” means Car Title Loan businesses, Check Cashing businesses, Pawnbrokers, Unchartered Financial Service Providers, and any businesses or entities offering similar services.

(14) “Amenity” means an aesthetic, recreation, or service component integrated into a Development to increase its desirability or marketability.

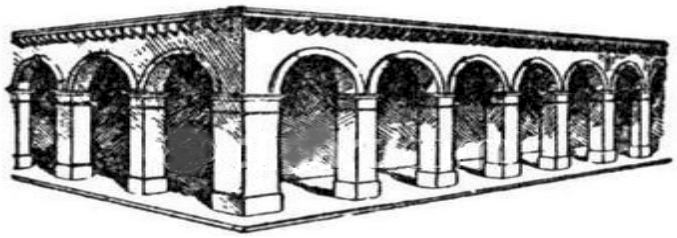
(15) “Animal” means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

(16) “Animal Training” means the training of two or more Animals for compensation, whether boarded on the premises or transported to the premises for training.

(17) “Apartments” means a Building or group of Buildings with five or more rental Dwelling Units per Building. Apartments meet all of the following characteristics: (a) all Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

(18) “Applicant” means a Person, firm, association, partnership, corporation, or any other entity or combination thereof owning property or serving as agent of a property Owner and requesting a modification or approval required by this Title.

(19) “Arcade” means a series of arches supported by columns, piers, or pillars Attached to a wall to form a roofed passageway or lane as illustrated below:



(20) “Architectural Banding” means a horizontal band at least six inches thick applied to the Facade of a Building, including but not limited to a change in color, texture, pattern, material, or relief.

(21) “Arterial Street, Major” means a Street with up to seven lanes for which the principal function is movement of large volumes of traffic from Collector Streets.

(22) “Arterial Street, Minor” means a Street with up to five lanes for which the principal function is movement of traffic.

(23) “Artist Studio” means a place of work for an artist, artisan, or craftsperson, including Persons engaged in the application, teaching, or performance of the fine arts.

(24) “Assisted Living Facility” means Residences for the frail elderly providing rooms, meals, personal care, and supervision of self-administered medication.

(25) “Attached” means a physical connection between Buildings or parts of Buildings, including common walls or overhead roof Structures or Canopies.

(26) “Automobile Sales, Used” means the Use of property for the display and sale of used motor vehicles, including related financing services.

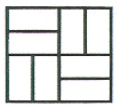
(27) “Automobile Sales, New” means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

(28) “Automobile Service” means the repair, rental, and maintenance of automobiles and trucks, including but not limited to body shops, transmission shops, lube and emissions centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.

(29) “Bail Bonds Dealer” means any individual or entity offering or facilitating bail bond services, including but not limited to any individual or entity licensed as a bail bond agency or producer under the Bail Bond Act or any amended or successor statute.

(30) “Basement” means a Story partly underground. A Basement is a Story for the purpose of height measurement if over one-half of its total height is above ground.

(31) “Basket Weave Brick Pattern” means a pattern of bricks in which bricks alternate between horizontal and vertical placement as illustrated below:



(32) “Bathroom” means a room for personal hygiene activities containing a toilet and a sink. A Bathroom may also include a shower or bathtub.

(33) “Bedroom” means a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a Bathroom without crossing another Bedroom.

(34) “Billboard” means a freestanding, outdoor sign if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located, including any sign Structure, support, or lighting that is part of, related to, or supports the sign.

(35) “Blade Sign” means a small, pedestrian scale sign placed at or near the top of the ground floor of a building that is perpendicular to the Building Facade.

(36) “Block” means a unit of land bounded by Streets, with the length of the block measured at the property Frontage Lot lines.

(37) “Blood Plasma Center” means an establishment where patrons receive compensation for donating blood plasma.

(38) “Boarding Home” means a Dwelling Unit, or portion thereof, wherein a room or rooms are rented under two or more separate written or oral rental agreements, leases, or subleases or combination thereof, whether or not the owner, agent, or rental manager resides within the Dwelling Unit.

(39) “Body Piercing” means the act of piercing any part of the body of an individual, excepting the ears, for the purpose of allowing the insertion of earrings, jewelry, or similar objects into the body.

(40) “Brew Restaurant” means a business licensed to brew and sell beer for on-premises consumption in connection with a bona fide Restaurant where the revenue from the sale of beer is less than 30 percent of gross revenue.

(41) “Brew Restaurant and Liquor Retailer” means a Brew Restaurant that also holds a liquor license subject to the Alcoholic Beverage Control Act.

(42) “Buildable Area” means that portion of a Lot which may be developed after required setbacks are deducted.

(43) “Building” means any Structure having a roof supported by columns or walls for the housing or enclosure of Persons, Animals, or chattels.

(44) “Building Coverage” means the percentage of a Lot that is or can be covered by Buildings.

(45) “Building Height” means the vertical distance from the Grade to the highest point of the coping of a flat roof or to a point midway between the lowest part of the eaves or Cornice and ridge of a hip or Gable Roof. In the CC zone, Building Height shall be measured as the vertical distance between the lowest point of the roof and the average elevation of the corners of the Building at finished Grade.

(46) “Building, Primary” means a principal Building or a Building housing a principal Use on a Lot.

(47) “Bus Terminal” means any premises for the storage or parking of buses or the loading or unloading of passengers, excluding public transportation service offered by a public entity.

(48) “Canopy” means a roofed Structure not completely enclosed by walls supported by structural supports extending directly to the ground, excluding Carports.

(49) “Car Title Loan” means taking possession of an automobile title in exchange for consideration or extension of a loan, excluding loans made by federal or state chartered banks and credit unions.

(50) “Caretaker’s Dwelling” means a Dwelling Unit for the caretaker of an otherwise nonresidential Building that is completely contained within the nonresidential Building. No Caretaker’s Dwelling shall be rented, leased, or otherwise hired out. At least one occupant of a Caretaker’s Dwelling shall be employed by the business and shall have on-site job responsibilities.

(51) “Cargo Container” means a prefabricated metal Structure designed for use as an individual shipping container in accordance with international standards for overseas shipping, designed to be mounted on a rail car as freight, or designed as an enclosed truck trailer.

(52) "Carport" means a roofed Structure enclosed on not more than three sides and providing space for the parking of motor vehicles.

(53) "Check Cashing" means cashing a check for consideration or extending a Deferred Deposit Loan and any similar activity or enterprise, including but not limited to all businesses licensed by the State of Utah pursuant to the Check Cashing Registration Act.

(54) "Church" means a Building, together with its Accessory Buildings and Uses, where Persons regularly assemble for religious worship and which is maintained and controlled by a nonprofit religious body organized to sustain religious worship.

(55) "City" means West Valley City.

(56) "City Attorney's Office" means the Law Department of West Valley City.

(57) "City Council" means the City Council of West Valley City.

(58) "City/County Health Department" means the Salt Lake City or County Health Department.

(59) "City Manager" means the chief executive officer of West Valley City.

(60) "City Recorder" means the West Valley City Recorder.

(61) "Club License" means a dining club license, equity club license, fraternal club license, or social club license or substantially equivalent license issued pursuant to the Alcoholic Beverage Control Act.

(62) "Collector Street" means a Street up to three lanes which carries traffic from Minor Streets to the Arterial Street system, including the principal Entrance and circulation Streets within residential Developments.

(63) "Colonnade" means a series of columns set at regular intervals and supporting the base of a roof Structure.

(64) "Commercial" means any Use involving the exchange, purchase, or sale of goods or services for gain or economic profit.

(65) "Commercial Complex" means two or more Commercial Uses on a single Lot or adjacent Lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or Landscaping or which are approved as elements in an overall Site Plan under a Conditional Use or Subdivision application.

(66) "Commercial Zones" means the C-1, C-2, C-3, CC, BRP, and MXD zones.

(67) "Commissary" means an establishment where food is prepared and where no retail sales are conducted at the establishment.

(68) "Community and Economic Development Department" means the Community and Economic Development Department of West Valley City.

(69) "Community Use" means a Use which has the primary purpose of serving the educational, religious, recreational, or governmental needs of the general community, including but not limited to Churches, educational institutions, Public Parks, Buildings, facilities, and cemeteries. Detention Facilities, halfway houses, alcohol rehabilitation centers, Buildings offering lodging or residential services, and similar Uses are excluded from the definition of "Community Use."

(70) "Concert" means an assembly of 125 or more patrons at any given time for the purpose to provide or enjoy musical performances or another similar event for which tickets are sold or entry fees charged.

(71) "Concert Hall" means any establishment which is not a Concert Venue but holds Concerts.

(72) "Concert Venue" means the Maverik Center, USANA Amphitheater, Utah Cultural Celebration Center, Rocky Mountain Raceway, or Hale Center Theater.

(73) "Conditional Use" means a land Use that is permitted with conditions imposed to mitigate detrimental effects.

(74) "Conditional Use Permit" means a permit issued by the City outlining the requirements of approval for a Conditional Use, including written conditions and final, approved Development Plans, if applicable.

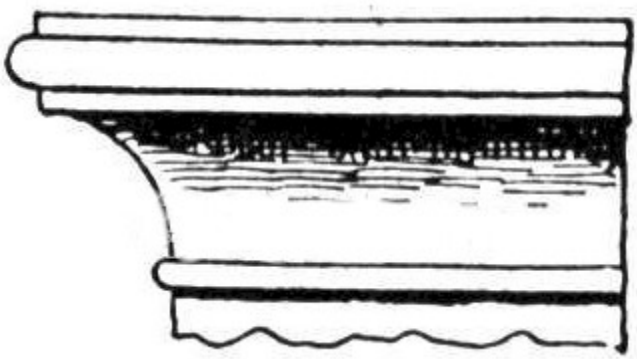
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

(76) "Consolidated Fee Schedule" means the schedule of fees adopted in the West Valley City Municipal Code.

(77) "Convalescent Center" means a facility licensed as a nursing care facility by the State of Utah.

(78) "Convenience Store" means any Building which contains less than 5,000 square feet of net floor area and which is used for retail sale of prepackaged food, produce, and other nonfood commodities.

(79) "Cornice" means the uppermost section of moldings along the top of a wall or just below a roof as illustrated below:

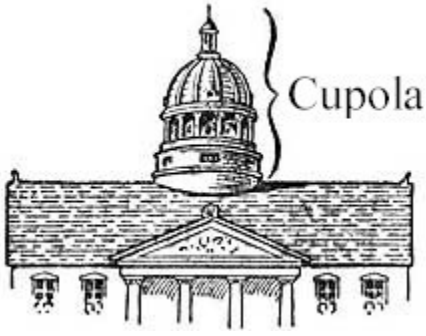


(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

(81) "Crisis Nursery and Counseling Center" means an establishment that provides daytime and overnight care for children who are at risk of abuse or neglect and counseling to individuals and families, but does not provide medical treatment.

(82) "Cul-de-Sac" means a Minor Street with only one outlet and a terminal for the safe and convenient reversal of traffic.

(83) "Cupola" means a small ornamental Structure built on top of a roof, such as a dome, as illustrated below:



(84) "Day Care/Preschool Center" means any facility at a nonresidential location licensed by the State of Utah to provide children with daycare or preschool instruction as a Commercial business.

(85) "Decorative Parapet" means an arched, gabled, or stepped Parapet.

(86) "Dedication of Land" means the conveyance of land to the City by a property Owner or developer for public use.

(87) "Deferred Deposit Loan" means a transaction where a Person presents a check written upon his or her account to a Check Cashing business in exchange for money and the promise to refrain from cashing the check until a later date or any similar transaction.

(88) "Density" means the number of Dwelling Units per gross acre of land.

(89) "Detention Facility/Jail" means any facility operated to house offenders in a secure setting for the duration of their confinement or any facility providing assessment, stabilization, or treatment services for parole violators or noncompliant probationers.

(90) "Development" means any manmade change to real estate, including but not limited to the erection of Buildings or Structures, mining, dredging, filling, grading, paving, excavation, or drilling.

(91) "Development Agreement" means a voluntary agreement between the City, using its legislative judgment, and a property Owner or developer relating to a proposed Development within the City that shall run with the land and be binding upon all successors and assigns of the property Owner or developer.

(92) "Development Plan" means all plans, studies, plats, statements, reports, and information required by this Title.

(93) "Director of Health" means the legally designated Director of the Salt Lake City or County Health Department or any representative authorized by such official to act on his or her behalf.

(94) "Dwelling Unit" means one or more rooms connected together in a Structure in which doors and hallways provide shared access to common living facilities, including but not limited to provisions for sleeping, eating, cooking, and sanitation. All occupants of a Dwelling Unit live together as a single housekeeping unit where all occupants maintain free access to all living spaces within the Dwelling Unit and all exits to and from the Dwelling Unit.

(95) "Entrance" means the location of ingress to a room, Building, or Lot.

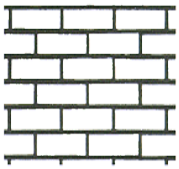
(96) "Exit" means the location of egress from a room, Building, or Lot.

(97) "Event Center, Indoor" means an indoor stadium, arena, Concert Hall, dance hall, or Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos, receptions, parties, or other similar indoor events.

(98) "Event Center, Outdoor" means an outdoor stadium, arena, amphitheater, or similar venue that hosts sporting events, Concerts, theatrical performances, rodeos, or similar outdoor events.

(99) "Facade" means any face or elevation of a Building.

(100) "Face Brick Pattern" means a brick pattern in which all bricks are laid horizontally with the end of bricks aligned with the midpoint of the brick below as illustrated below:



(101) "Fast Food Establishment" means any establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state and whose principal method of operation includes the following characteristics:

a. Foods and beverages are usually served in edible or disposable containers;

b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or

c. The establishment provides drive-in, drive-through, and/or walk-up service.

(102) "Fence" means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative purposes.

(103) "Fenestration" means openings in a Building wall that allow light and views between the Building's interior and exterior.

(104) "Final Plat" means a map of a Subdivision which has been accurately surveyed to permit identification of Streets, Alleys, Blocks, Lots, and other divisions and which conforms with this Title and state law.

(105) "Financial Institution" means a bank, savings and loan institution, credit union, mortgage office, or automated teller machine, excluding Alternative Financial Service Providers.

(106) "Fire Department" means the West Valley City Fire Department.

(107) “Fitness Center” means a facility where individuals use equipment or space for the purpose of physical exercise.

(108) “Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

(109) “Flood Control and Storm Drainage Ordinance” means the West Valley City Flood Control and Storm Drainage Ordinance as presently adopted and amended in the future.

(110) “Flood, 100-Year” means a Flood having a one percent chance of being equaled or exceeded in any given year.

(111) “Flood, 10-Year” means a Flood having a 10 percent chance of being equaled or exceeded in any given year.

(112) “Floodplain, 100-Year” means that area adjacent to a drainage channel which would be inundated by a 100-Year Flood.

(113) “Focal Point” means a point of convergence and interest.

(114) “Food Vending Unit” means a unit that is manually pushed or pulled behind a vehicle and is not motorized to move on its own power, that remains stationary in one location, that is temporary and not permanently established, and which is used for the sale of food and beverages for immediate consumption.

(115) “Four Unit Dwelling” means a Building arranged or designed to have only four Dwelling Units under one ownership on one Lot, such as a fourplex.

(116) “Freeway” means a Street with fully controlled access designed to link major destination points. A Freeway is designed for high speed traffic with a minimum of four travel lanes.

(117) “Frontage” means all property adjacent to a Right-of-way, waterway, or political Subdivision boundary, measured along the Street or boundary line. An intercepting Street shall determine only the boundary of the Frontage on the side of the Street which it intercepts.

(118) “Gable Roof” means two pitched roofs back to back forming a triangular roof as illustrated below:

(119) "Garage, Private" means a Structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging to the residents of that dwelling. A Private Garage may be Attached or detached and is considered "Attached" if the garage and dwelling share a roof or wall.

(120) "Garden Center" means a place of business where plants, nursery products, potting soil, power equipment, and other garden tools and equipment are sold to the consumer.

(121) "Gathering Place" means an area allocated and designed for the purpose of accommodating the assembling and meeting of people, such as a courtyard or plaza.

(122) "General Plan" means the document the City has adopted in accordance with state law to set forth general guidelines and principles for future Development.

(123) "Grade" means the natural Grade as established by the elevation of the existing surface of the land prior to commencement of any proposed improvements or any previous disturbance of the site.

a. When not readily established due to prior modifications, Grade shall be fixed by reference elevations and points where the prior disturbance appears to meet undisturbed properties.

b. The Grade shall connect to the elevation and slopes of adjoining properties without a need for retaining walls, abrupt differences in the visual slope of the land, and without changing the direction or flow of runoff water.

c. When measuring Building Height from Grade, the height is measured by the vertical distance from Grade to the highest point of the Parapet wall of a flat roof, or to a point midway between the lowest point of the eaves or Cornice and the ridge of a hip or Gable Roof.

d. For Buildings having no wall approximately parallel to and within five feet of a Street, the Grade shall be the average level of the finished surface ground adjacent to the exterior walls of the Building.

(124) "Grading/Site Development Ordinance" means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

(125) “Grocery Store” means a retail establishment with a net floor area over 5,000 square feet offering food and other household products.

(126) “Gun Range, Indoor” means a Building with facilities for the firing of firearms.

(127) “Gun Range, Outdoor” means an outdoor facility for the firing of firearms.

(128) “Hardware Store” means a facility with a gross floor area under 30,000 square feet primarily engaged in the retail sale of hardware, including but not limited to tools, builder’s hardware, plumbing and electrical supplies, housewares and household appliances, and paint and glass.

(129) “Heavy Equipment Sales and Service” means a business selling and servicing equipment such as backhoes, bulldozers, cranes, excavators, construction equipment, and similar equipment or vehicles.

(130) “Heavy Industrial” means asphalt and concrete plants; crematories; electric generating plants and facilities; sand and gravel excavation, processing, and storage; manufacturing and storage of chemicals, explosives, and fuels; Outdoor Gun Ranges; outdoor manufacturing; indoor sewage treatment and disposal facilities; and water purification facilities. “Heavy Industrial” does not include Outdoor Waste Management Facilities.

(131) “Heavy Trucks” means concrete transport trucks, dump trucks, garbage trucks, log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

(132) “Hip Roof” means a Gable Roof with the ends brought together at the same pitch as the rest of the roof.

(133) “Home Child Care” means care for children who are nonfamily members in an occupied dwelling by the resident of that dwelling and up to one employee who is not a resident of that dwelling.

(134) “Home Improvement Center” means an establishment over 30,000 square feet selling various household goods, tools, and Building materials, household appliances, electronic equipment, household Animal supplies, and nursery products.

(135) “Home Occupation” means any lawful Use conducted within a dwelling by residents of the dwelling which is incidental and secondary to the residential Use of the dwelling and does not change the residential character of the dwelling or neighborhood.

(136) “Home Preschool” means a preschool program for nonfamily members in an occupied dwelling by residents of that dwelling.

(137) “Hospital” means an establishment that offers facilities and beds for use beyond a 24-hour period for individuals requiring diagnosis, rehabilitation, treatment, or cure for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly makes available services including but not limited to clinical laboratory services, diagnostic X-ray services, detoxification, and treatment facilities for surgery, obstetrical care, or other medical treatments of similar scope.

(138) “Household Pet” has the meaning set forth in Section 7-2-122.

(139) “Incinerator” means a furnace or similar apparatus for burning waste, trash, or garbage.

(140) “Inland Port” and “Inland Port Use” have the meanings set forth in the Utah Inland Port Authority Act, Title 11, Chapter 58, Utah Code Annotated 1953, or successor statute.

(141) “Instructional Facilities” means indoor facilities used for private Commercial instruction in arts, crafts, physical fitness, or other skills.

(142) “Intensity” means the concentration of activity and the size of Buildings and Structures, including the number of people, cars, visitors, and customers present, the hours of operation, and the presence of outdoor advertising.

(143) “Intensive Retail Service” means a Use engaged in providing retail sale, rental, service, processing, or repair of items for household use, including but not limited to groceries, cards and stationery, books, toys, cosmetics, and sporting equipment.

(144) “Junk” means any salvaged, discarded, or scrapped copper, brass, iron, steel, metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, dismantled or inoperable motor vehicles, and other articles and materials commonly designated as Junk.

(145) “Kennel” means any place where three or more Animals over six months of age are kept for sale, boarding, care, or breeding for which a fee is charged or paid.

(146) “Kennel, Sportsman’s” means a Kennel for the keeping of three to five dogs for noncommercial use on a Lot of at least one acre.

(147) “Knee Brace” means a diagonal support placed across the angle between a Building overhang or roof and the Building wall.

(148) “Landscaping” means the improvement of property through the addition of living plants that are rooted directly into natural soil or earth and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, flowers, and vegetative or nonvegetative permeable groundcover. “Landscaping” does not include Zeroscape Landscaping or installations where plants are placed in containers, raised beds, or planter boxes on hard surfaces.

(149) “Laundromat” means an establishment providing washing, drying, or dry cleaning machines on the premises on a pay-per-use basis to the general public.

(150) “Less Intensive Retail Service” means a retail Use with more than 75 percent of the gross floor area used for display and sales of bulky commodities, including but not limited to furniture, large appliances, Building materials, carpeting and floor covering, and air conditioning and heating equipment.

(151) “Light Industrial” means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties.

(152) “Lingerie Store” means a retail establishment meeting any of the following criteria:

a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;

b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or more of gross sales; or

c. The establishment is marketed as a Lingerie Store or adult establishment.

(153) “Lodging Facility” means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such

Lodging Facility or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

(154) "Lot" means an individually described plot of land occupied, or capable of being occupied, by one Building or group of Buildings, together with such Yards, open areas, and Yard areas as required by this Title, and having full Frontage on and unrestricted access to a dedicated Street.

(155) "Lot, Corner" means a Lot abutting on two intersecting or intercepting Streets where the interior angle of intersection or interception does not exceed 135 degrees.

(156) "Lot, Interior" means a Lot other than a Corner Lot.

(157) "Lot Line Adjustment" means the relocation of the property boundary line between two adjoining Lots with the consent of the Owners of record which does not create new Lots or Dwelling Units and all requirements of this Title are met.

(158) "Lot Split" means the division of property into two legal Lots.

(159) "Lot Width" means the distance between the side Lot lines measured along a straight line at the minimum required front setback. For Corner Lots, the Lot Width is the lesser of the two distances between the abutting Streets to the Interior Lot lines opposite those Streets.

(160) "Major Street Plan" means the plan defining the future alignment of Streets and their Rights-of-way which has been approved by the Planning Commission and City Council.

(161) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(162) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(163) "Manufacturing Zones" means the LI and M zones.

(164) "Masonry Wall" means a solid wall constructed entirely of concrete block that is colored, painted or textured; precast concrete panels and posts; brick; or stone. Masonry Walls constructed of concrete block may be covered with stucco. Hollow core walls or walls that include foam, fiber glass, or other materials that are not concrete, brick, or stone shall not be considered Masonry Walls.

(165) "Massage" and "Massage Therapy" mean the same as set forth in the Massage Therapy Practice Act or any amended or successor legislation.

(166) “Massage Establishment” means any place where Massage or Massage Therapy is practiced for hire.

(167) “Minor Street” means a Street with no more than two lanes for which the principal function is access to abutting land and for which traffic movement is a secondary function.

(168) “Mobile Food Vending Vehicle” means a fully enclosed motorized vehicle mounted food service establishment which is operated by a vendor within the frame of the vehicle, which sells food products for immediate consumption, and which moves under its own power, not being manually pushed, pulled, or towed by another vehicle.

(169) “Mobile Home” means a Structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used without a permanent foundation as a Residence or temporary housing accommodation, excluding Recreational Vehicles and travel trailers.

(170) “Mobile Home Park” means any plot of ground upon which two or more Mobile Homes are located with or without compensation.

(171) “Mobile Home Space” means a plot of ground within a Mobile Home Park which is designed for the accommodation of one Mobile Home.

(172) “Mobile Home Stand” means that part of a Mobile Home Space which has been reserved for the placement of one Mobile Home with appurtenant Structures or additions.

(173) “Mobile Home Subdivision” means a residential Subdivision designed to offer Lots under separate Ownership for the placement of Mobile Homes.

(174) “Mortuary” means a facility in which dead bodies are prepared for burial or cremation or where funeral services are conducted.

(175) “Motorized Outdoor Recreation Equipment” means motorized or commonly motorized equipment used in off-road or recreational activities, including but not limited to boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

(176) “Movie Theater” means an establishment containing audience seating and at least one screen or facility to view movies.

(177) “Moving Truck Rental Business” means an establishment where moving trucks or trailers are stored outside and rented to customers.

(178) “Multiple Unit Dwelling” means a Building arranged or designed to provide for more than four Dwelling Units.

(179) “Mural” means any mosaic, painting, or graphic art or combination thereof which is professionally applied to a Building; does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or business; or any logo, trademark, trade name, or other commercial message.

(180) “Natural Drainage Course” means any natural watercourse which is open continuously for the flow of water in a definite direction or course.

(181) “Natural Waterways” means those areas along streams, rivers, creeks, gullies, springs, or washes which are natural drainage channels and in which no Buildings are to be constructed.

(182) “Neighborhood Grocery” means a retail establishment with 5,000 square feet or less which sells food and other household products, which does not sell motor fuel, and which is closed between the hours of 10:00 P.M. and 6:00 A.M.

(183) “Neighborhood Service Establishment” means low impact retail and service Uses which supply frequently purchased necessities with minimal customer travel, including bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

(184) “Nonconforming Structure” means a Structure that legally existed before its current Zoning designation and, because of subsequent Zoning changes, does not now conform to the Zoning Ordinance’s setback, height restrictions, or other regulations that govern the Structure.

(185) “Nonconforming Use” means a Use of land that legally existed before its current Zoning designation, has been maintained continuously since the time the Zoning regulation governing the land changed, and because of subsequent Zoning changes does not now conform to the Zoning regulations that now govern the land.

(186) “Office, Medical and Dental” means a Building used by physicians, dentists, or similar personnel for the treatment and examination of patients and where no overnight stays occur.

(187) “Office, Professional” means a Building used by attorneys, accountants, insurance or real estate agents, and other individuals offering professional services.

(188) “Off-Premises Beer Retailer” means a licensed place of business wherein beer is sold in original containers to be consumed off the premises.

(189) “Outdoor Waste Management Facility” means any outdoor facility that stores, treats, or processes liquid waste, sludge, or solid waste, including but not limited to human and animal waste and household garbage.

(190) “Outside Display of Merchandise” means the outside display of goods in conjunction with an approved retail business.

(191) “Outside Storage” means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(192) “Overpressure” means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(193) “Owner” means the Owner in fee simple of real property as shown in the records of the Salt Lake County Recorder’s Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(194) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

(195) “Pad Site” means a location for a freestanding Building within a larger Commercial center.

(196) “Parapet” means a low wall projecting from the edge of a roof.

(197) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

(198) “Parking Lot, Commercial” means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(199) “Parking Space” means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

(200) “Parking Structure” means a Building or Structure of more than one level used to store motor vehicles.

(201) “Pawnbroker” means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with

such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(202) "Permanent Cosmetics" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature. "Permanent Cosmetics" are limited to eyeliner, eyebrows, and lip coloring procedures.

(203) "Permanent Cosmetics Establishment" means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(204) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(205) "Person" means any individual, firm, trust, partnership, or public or private association or corporation.

(206) "Planned Unit Development" means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(207) "Planning Commission" means the West Valley City Planning Commission.

(208) "Porte-cochere" means a porch large enough for automobiles to pass through.

(209) "Portico" means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(210) "Preliminary Plat" means the initial map of a proposed Subdivision.

(211) "Primary Facade" means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Facade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Facade.

(212) "Primary Street" is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(213) "Primary Use" means the principal Use for which a property is used.

(214) “Protection Strip” means a strip of land bordering a Subdivision or a Street within a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(215) “Public Park” means a park, playground, swimming pool, golf course, or athletic field under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(216) “Public Utility” means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(217) “Public Way” means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the Right-of-way.

(218) “Public Works Department” means the West Valley City Public Works Department.

(219) “Quoins” means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(220) “Reasonable Notice” means actual notice or notice that meets the requirements of state law.

(221) “Reception Center” means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a “DJ” or “disc jockey.”

(222) “Recreation, Indoor” means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(223) “Recreation, Outdoor” means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(224) "Recreational Vehicle" means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(225) "Recreation Space" means:

a. Outdoor space shared by residents of a residential Development for passive and active recreation. Examples include terraces, Courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.

b. Indoor space shared by residents of a residential Development for passive and active recreation. Examples include fitness rooms, libraries, computer labs, swimming pools, hot tubs, sports courts, lobbies, clubhouses, social rooms, classroom space, community centers, recreation centers, community game rooms and theater rooms.

c. Private outdoor space provided only for the use of the residents of the Dwelling Unit to which it is attached. Examples include private Yards, front porches, patios, balconies, decks and roof decks.

"Recreation Space" shall not include: public Right-of-way; private curb, gutter, and roadway improvements; Parking Spaces and maneuvering areas to Parking Spaces; all Building roofs that do not cover a porch or that do not have a roof deck that is accessible for recreation use; storm water retention areas; and storm water detention areas where the slope exceeds 30 percent and the depth exceeds two feet from surrounding areas.

(226) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(227) "Regional Shopping Mall" means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(228) "Religious Institution" means a Building used primarily for religious worship and activities.

(229) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(230) “Residence” means a permanent domicile, dwelling place, or abode.

(231) “Residential Zones” means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(232) “Restaurant” means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(233) “Restaurant Liquor Retailer” means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(234) “Restaurant On-Premises Beer Retailer” means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(235) “Retail Anchor” means the major store or stores within a Shopping Center.

(236) “Right-of-way” means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(237) “Sanitary Landfill” means a site for solid waste disposal.

(238) “School” means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to sexually-oriented businesses, “School” means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(239) “Secondary Facade” means any side of a Building that is not a Primary Facade and is either visible from a public Right-of-way or has a customer Entrance.

(240) “Secondhand Store” means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(241) “Self-Storage Facility” means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(242) “Shopping Center” means three or more Commercial establishments with at least two of the Commercial establishments being retail establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(243) "Sidewalk" means a passageway for pedestrians that excludes motor vehicles.

(244) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(245) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;

e. Location of proposed construction, including but not limited to signs;

f. Name, address, and telephone number of the builder and property Owner;

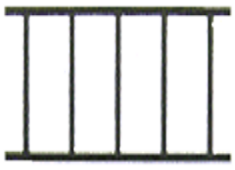
g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle circulation patterns, and curb cuts;

h. The location, height, and size of proposed signs, lighting, and advertising devices; and

i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(246) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(247) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(248) "Sound Wall" means a Masonry Wall constructed adjacent to a Major Arterial Street or Freeway to create a noise and access barrier, including walls greater than six feet tall.

(249) “Special District” means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

(250) “State Store” means the same as set forth in the Alcoholic Beverage Control Act.

(251) “Story” means the space within a Building having clear headroom of seven feet or over.

(252) “Story, Half” means a Story with at least two of its opposite sides situated under a sloping roof and with a maximum of two-thirds of the floor area of the Story below.

(253) “Street” means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and other ways.

(254) “Structure” means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(255) “Structural Alterations” means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(256) “Subdivider” means the Owner of real property proposed to be subdivided, including all successors and assigns.

(257) “Subdivision” means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(258) “Subdivision, Major” is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(259) “Subdivision, Minor” means any Subdivision with nine or fewer Lots on which all Lots have Frontage on improved public Streets and which does not create any new Streets.

(260) “Survey Monument” means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(261) “Swap Meet, Indoor” means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(262) “Swap Meet, Outdoor” means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter,

exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(263) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(264) "Tattoo Establishment" means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(265) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

(266) "Temporary Land Use" means a Use which is transient or seasonal in nature.

(267) "Temporary Nonresidential Building" means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(268) "Temporary Residential Storage Container" means a fully enclosed Structure without a permanent foundation uniquely designed for short-term storage of household or remodeling goods and for portable use via transport vehicle.

(269) "Three Unit Dwelling" means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(270) "Towing and Impound Yard" means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(271) "Townhome" means a Dwelling Unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical walls.

(272) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(273) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(274) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(275) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(276) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(277) "Unchartered Financial Service Provider" means any business extending loans, cash advances, short-term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(278) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(279) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(280) "Vehicle Recycling Facility" means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

a. The outside storage of two or more used vehicles or used vehicle parts, including tires, regardless of operational ability, condition, time frame, or reason; or

b. The storage of any number of used vehicles or used vehicle parts, including tires, for the purpose of dismantling, stripping, salvaging, or selling all or part of the vehicle, excluding the indoor storage of vehicles in a fully enclosed Building, New and Used Automobile Sales, Automobile Service, and Vehicle Storage Yards.

(281) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(282) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short-term, indoor care incidental to the medical Use.

(283) "Warehouse" means a Building used primarily for storage of goods and materials.

(284) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District,

and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(285) "Xeriscape Landscaping" means the use of site-appropriate, drought-tolerant, or native plant species; efficient irrigation systems; soil amendments; mulches; and landscape planning that groups plants with similar water needs. Xeriscaping minimizes reliance on supplemental irrigation, reduces runoff and erosion, and promotes long-term sustainability in water-limited environments. Xeriscape landscaping may include limited turfgrass areas only where functionally necessary and shall not include large expanses of nonvegetative materials alone (e.g., gravel or concrete) without plant integration.

(286) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(287) "Yard, Front" means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(288) "Yard, Rear" means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(289) "Yard, Side" means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(290) "Zeroscape Landscaping" means a landscaping treatment that uses no live vegetation and consists primarily of nonliving materials such as inorganic ground cover, gravel, decomposed granite, rock, or mulch.

(291) "Zoning" means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(292) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(293) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

7-2-128. NEW OR UNLISTED USES.

(1) Any person may submit an application to amend the zoning ordinance to enact regulations concerning a new or unlisted use.

(2) If City staff determines that the proposed use is included in an existing use and creates no additional detrimental impacts, the City shall inform the applicant that the use is already regulated and direct the applicant to the applicable regulations. Staff decisions may be appealed as provided in this Title.

(3) If the new or unlisted use is not included in an existing use, the applicant shall submit an application for consideration by the City Council~~City shall submit the application to the Planning Commission for its recommendation. If the Planning Commission recommends denial, the applicant may appeal the recommendation to the City Council~~. The City Council's decision is legislative in nature and the final decision of the City.

7-3-106. FILLING VACANCIES AND REMOVAL FROM OFFICE.

(1) Any vacancy occurring on the Commission for whatever reason, shall be filled by appointment as provided in this Chapter for the unexpired term of such member whose office becomes vacant. ~~Any member may be removed with or without cause by the City Manager with the advice and consent of the City Council.~~ All members of the Commission shall be residents of the City.

(2) A member of the Commission may be removed by the City Manager with the advice and consent of the City Council for any of the following reasons:

a. Using public funds for a political purpose as defined by state law;

b. Violation of the Municipal Officers' and Employees' Ethics Act;

c. Acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an

unacceptable risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties; or

d. Subject to subsection (3) below, with or without cause at the discretion of the City Manager, with the advice and consent of the City Council.

(3) A member of the Commission deliberating about a specific pending land use application in a Commission meeting with municipal staff, an elected official, or the land use applicant is not cause for removing a member from the Commission.

(4) Members of the Commission shall recuse themselves from deliberating or voting on a land use application when:

a. The member or the member's immediate family has a financial interest in the outcome of the application;

b. The member is unable to make an impartial decision on the application;

c. The member's participation would violate applicable law, including but not limited to the Municipal Officers' and Employees' Ethics Act;

d. In the member's judgment, the member would appear to a reasonable person to be unable to make an impartial decision on the application; or

e. In the member's judgment, any other consideration would make it inappropriate for the member to participate.

7-5-101. ZONING AMENDMENTS.

(1) The City Council may, from time to time, on its own motion or pursuant to an application, amend the number, shape, boundaries or area of any Zoning district, or any regulation of or within any Zoning district or any other provisions of the Zoning Ordinances. Any such proposed amendment shall first be submitted to the Planning Commission for a recommendation.

(2) Zoning amendments ~~approved,~~ receiving a recommendation ~~other than denial~~ by the Planning Commission~~, or appealed by the Applicant~~ shall be considered by the City Council as provided in this Section. Before ~~finally adopting~~ voting on any zoning amendment ~~recommended or approved~~ reviewed by the Planning Commission, the City Council shall hold a public hearing.

(3) Except as provided in subsections (5) and (6) of this section, property within City limits may only be amended or rezoned to the following zones: A, A-1, A-2, RE, RS, C-1, C-2, C-3, BRP, MXD, CC, LI, SH, and M.

(4) Property within City limits may only be amended or rezoned to the RM zone if all of the following conditions are met:

a. For properties without existing Structures which are proposed to be developed, the property must be a minimum of one acre and the Density must not exceed 12 units per acre. For properties with existing Structures proposed to be redeveloped, the property must be a minimum of 20,000 square feet and the Density must not exceed 20 units per acre. For properties that are west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station or the Redwood Junction light rail station, the Density may exceed 20 units per acre;

b. The property shall meet any one of the following four requirements: (i) have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet (for properties under two acres) or 100 feet (for properties two acres or larger) as indicated on the Major Street Plan; (ii) be adjacent to existing multifamily residential development on two sides; or (iii) be located west of Redwood Road and within one-half mile of the West Valley Central light rail station, the Decker Lake light rail station, or the Redwood Junction light rail station; or (iv) if the property is vacant, was vacant as of January 19, 2021, will be an exempt housing development under 24 CFR 100.304 or successor regulation with a density no greater than seven units per acre, and have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet;

c. A Development Agreement must be proposed with the zone change application that addresses Dwelling Unit sizes, exterior materials, architecture, Landscaping, and project Amenities; and

d. A traffic impact study prepared by a registered traffic engineer is required for projects with 100 or more Dwelling Units.

(5) Property within City limits may be amended or rezoned to the R-1-7, R-1-8, R-1-10, or R-1-12 zones under either of the following two circumstances:

a. The property is less than two acres in area as of July 22, 2016. Properties under two acres created or subdivided after July 22, 2016, shall not be eligible to apply for the R-1-7, R-1-8, R-1-10, or R-1-12 zones.

b. The property is developed as residential with a density of at least two Dwelling Units per acre, the property has access and Frontage on a Street with a planned Right-of-way

width of at least 66 feet as indicated on the Major Street Plan, and the property does not have the off-site improvements of curb, gutter, and sidewalk along the Street Frontage.

(6) If the City Council denies an application to change the Zoning of a property, no application to change the Zoning of that property to the same zone as proposed in the denied application shall be submitted until at least one year has passed unless the Planning Commission finds that circumstances have changed in such a manner as to merit consideration of a new application.

7-6-201. AGRICULTURAL AND RESIDENTIAL USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Agricultural and Residential Zones of the City. Where uses are marked with an asterisk, regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Agricultural and Residential Zones of the City. Applications to include new or unlisted uses may be made pursuant to Section 7-2-128.

Uses - (Uses with an asterisk (*) include use-specific regulations.)	**Zones – (Zones with an asterisk (*) include regulations that limit the use.)**									
	A, A-1, A-2	**RE**	**R-1, RS**	**R-2-6.5**	**R-2-8**	**R-4**	**RM**	**RMH**	**SH**	**RB**
Agriculture	P	P	P	P	P	P	P	P	P	P
Apartments	X	X	X	X	X	C	C	X	P	X
Assisted Living Facility	X	X	X	X	X	P	P	X	P	P
Boarding Home	X	X	X	X	X	X	X	X	C	X
Cannabis Production Establishment*	C*	X	X	X	X	X	X	X	X	X
Cargo Container*	P	X	X	X	X	X	X	X	X	X
Commercial raising, rental, stabling, training and grazing of animals*	C	X	X	X	X	X	X	X	X	X

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)									
	A, A-1, A-2	**RE**	**R-1, RS**	**R-2-6.5**	**R-2-8**	**R-4**	**RM**	**RMH**	**SH**	**RB**
Community Use	P	P	P	P	P	P	P	P	P	P
Condominiums	X	X	C	C	C	C	C	X	C	X
Crisis Nursery and Counseling Center	X	X	X	P	P	P	P	P	P	P
Day Care/Preschool Center	X	X	X	X	X	X	P	X	X	P
Day Care/Preschool Center in conjunction with a church	C	C	C	C	C	C	P	C	C	P
Detached Accessory Dwelling Unit*	P	P	P	P	P	P	P	P	P	P
Equestrian schools	C	X	X	X	X	X	X	X	X	X
Financial Institution	X	X	X	X	X	X	X	X	X	P
Food Vending Unit and Mobile Food Vending Vehicle as an accessory use to an approved community use	P	P	P	P	P	P	P	P	P	P
Four Unit Dwelling	X	X	X	X	X	C	X	X	X	X
Home Occupation*	P	P	P	P	P	P	P	P	P	P
Home Occupation in Accessory Building*	C	C	C	C	C	C	C	C	C	C
Household Pets	P	P	P	P	P	P	P	P	P	P
Inland Port Use	X*	X	X*	X	X	X	X	X	X	X
Internal Accessory Dwelling Unit*	P	P	P	P	P	P	P	P	P	P

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)									
	A, A-1, A-2	RE	R-1, RS	R-2-6.5	R-2-8	R-4	RM	RMH	SH	RB
Kennel, Indoor*	C	X	X	X	X	X	X	X	X	X
Kennel, Outdoor*	C	X	X	X	X	X	X	X	X	X
Kennel, Sportsman's*	C	X	X	X	X	X	X	X	X	X
Mobile Home Park*	X	X	X	X	X	X	X	C	X	X
Mobile Home (in a Mobile Home Park or in a Mobile Home Subdivision only)	X	X	X	X	X	X	X	P	X	X
Mobile Home Subdivision	X	X	X	X	X	X	X	C	X	X
Noncommercial raising, training and grazing of animals	P	X	X	X	X	X	X	X	X	X
Nursing home/Convalescent Center	X	X	X	X	X	P	P	X	P	P
Office, Medical and Dental	X	X	X	X	X	X	P	X	X	P
Office, Professional	X	X	X	X	X	X	P	X	X	P
Planned Unit Development	X	C	C	C	C	C	C	C	C	X
Public Utility installations (except lines and rights-of-way)	C	C	C	C	C	C	C	C	C	C
Radio and television transmission antennas, transmitting stations and related facilities*	C	X	X	X	X	X	X	X	X	X
Single Unit Dwelling	P	P	P	P	P	P	P	P	P	P
Temporary Nonresidential Buildings	P	P	P	P	P	P	P	P	P	P

Uses - (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)									
	A, A-1, A-2	RE	R-1, RS	R-2-6.5	R-2-8	R-4	RM	RMH	SH	RB
Temporary Land Use	X	X	X	X	X	X	X	X	X	P
Temporary Use accessory to a Community Use	P	P	P	P	P	P	P	P	P	P
Three Unit Dwelling	X	X	X	X	X	C	X	X	X	X
Turf Farm Equipment Manufacturing*	C	X	X	X	X	X	X	X	X	X
Twin Home	X	X	X	X	P	P	P	X	X	X
Two Unit Dwelling	X	X	X	P	P	P	X	X	X	X
Uses customarily accessory to listed conditional uses	P	P	P	P	P	P	P	P	P	P
Uses customarily accessory to listed permitted uses	P	P	P	P	P	P	P	P	P	P
Veterinary Hospital*	C	X	X	X	X	X	X	X	X	P

X: Use is prohibited

C: Use is conditional

P: Use is permitted

7-7-115.5. INTERNAL ACCESSORY DWELLING UNITS.

The following standards shall apply to all Internal Accessory Dwelling Units:

(1) Only one ~~Internal~~ Accessory Dwelling Unit may be permitted ~~within~~ on a Parcel that contains a Single Unit Dwelling.

(2) A separate utility meter for an Internal Accessory Dwelling Unit shall be prohibited.

(3) An Internal Accessory Dwelling Unit shall be designed in a manner that does not change the appearance of the primary Dwelling as a Single Unit Dwelling.

(4) At least one additional on-site parking space shall be provided outside of the Front Yard setback for an Internal Accessory Dwelling Unit.

(5) If an Internal Accessory Dwelling Unit is created within a garage, the parking spaces displaced by the Internal Accessory Dwelling Unit shall be replaced within a garage. If an Internal Accessory Dwelling Unit is created within a carport, the parking spaces displaced by the Internal Accessory Dwelling Unit shall be replaced within a carport.

(6) An Internal Accessory Dwelling Unit shall be prohibited within a mobile home.

(7) A business license shall be required to rent an Internal Accessory Dwelling Unit. An Internal Accessory Dwelling Unit that is rented shall be rented for a period of at least 30 consecutive days.

(8) An Internal Accessory Dwelling Unit shall be prohibited in any Single Unit Dwelling that is not occupied as the primary residence of the owner of record.

(9) Internal Accessory Dwelling Units shall be prohibited on a ~~lot~~ Lot that is:

a. Six thousand square feet or less in area; or

b. Occupied by a Single Unit Dwelling located east of 4000 West.

7-12-105. APPEALS – STANDARD OF REVIEW.

Appeals made in accordance with this Title shall be heard by the Board of Adjustment in accordance with the following provisions:

(1) The notice of appeal shall set forth with specificity the grounds for appeal and all errors asserted by the Applicant. The Applicant shall include in the notice of appeal every theory of relief that it can raise in district court or in a further appeal of the decision or order of the City. The notice of appeal shall include all attachments, exhibits, witnesses, and other evidence that the Applicant will present to the Board of Adjustment. No evidence not included in the notice of appeal shall be presented by the Applicant. The City may rely on any evidence submitted by the Applicant and any evidence considered or reviewed in making the decision or order that is the subject of the appeal, including but not limited to the testimony of individuals involved in the decision.

(2) ~~The Applicant shall have the burden of proving that the decision, order, or action of the City was arbitrary, capricious, or illegal.~~ If the Applicant is a land use applicant, the Applicant has the burden of proving that the City's decision is illegal or not supported by substantial evidence.

If the Applicant is an adversely affected party, the Applicant has the burden of proving that the City's decision is illegal or that the factual findings are clearly erroneous. All factual determinations or judgments made by the City shall be presumed to be correct unless the Applicant meets the standard described above~~proves that the determination or judgment was arbitrary and capricious~~.

(3) The Board of Adjustment shall provide at least seven days' written notice to the Applicant and the City of the time, date, and place of the appeal hearing.

(4) A failure to appeal to the Board of Adjustment or to strictly comply with the requirements of this Title constitutes a failure to exhaust administrative remedies.

(5) The Board shall not permit anyone other than the following to speak at an appeal hearing:

(a) The Applicant or the Applicant's representatives;

(b) The land use applicant or the land use applicant's representatives (if the land use applicant is not the party appealing the decision); and

(c) Representatives of the City.

Section 3. Enactment. Section 7-7-107.5 of the West Valley City Municipal Code is hereby enacted as follows:

7-7-107.5. DETACHED ACCESSORY DWELLING UNITS.

The following standards shall apply to all Detached Accessory Dwelling Units:

(1) Detached Accessory Dwelling Units shall be prohibited on a Lot that:

a. is less than 11,000 square feet in area;

b. does not contain a Single Unit Dwelling;

c. is within a zone that does not allow Single Unit Dwellings;

d. already contains an Accessory Dwelling Unit.

e. does not have adequate access to a required utility service that is a project improvement; or

f. is served by a utility service that does not have sufficient capacity to support the addition of the Detached Accessory Dwelling Unit to the utility service system improvements.

(2) All Detached Accessory Dwelling Units shall be:

a. compliant with all applicable building, health, and fire codes;

b. located within the Side Yard or Rear Yard;

c. smaller than the Single Unit Dwelling located on the same Lot;

d. located outside of public utility easements;

e. setback at least five feet from the side and rear property lines when located entirely in the Rear Yard of a Residential Zone and ten feet from the side and rear property lines when located entirely in the Rear Yard of an Agricultural Zone;

f. compliant with the Side Yard and Rear Yard setbacks of the applicable zone for a Primary Building when located within the Side Yard;

g. setback at least twenty feet from any property line adjoining a Street;

h. subject to the height and area standards for Accessory Buildings;

i. designed consistent with the design of the Single Unit Dwelling on the same Lot in terms of roof pitch, exterior materials, and colors.

(3) The owner of a Lot where a Detached Accessory Dwelling Unit is located shall reside in the Single Unit Dwelling on the same Lot or in the Detached Accessory Dwelling Unit.

(4) A legally constructed Accessory Building may be converted into a Detached Accessory Dwelling Unit if:

a. The Accessory Building meets setback requirements in subsection 2 above;

b. The Accessory Building complies with all applicable building, health, and fire codes; and

c. A building permit is obtained for the conversion.

(5) A Detached Accessory Dwelling Unit that is 650 square feet or larger in area shall provide at least two on-site parking spaces out of the front yard setback. A Detached Accessory Dwelling Unit that is less than 650 square feet in area shall provide at least one on-site parking space out of the front yard setback.

(6) When located within a Rear Yard, a Detached Accessory Dwelling Unit, together with all other Accessory Buildings located within the same Rear Yard, shall occupy no more than 25 percent of the Rear Yard.

(7) A business license shall be required to rent a Detached Accessory Dwelling Unit. A Detached Accessory Dwelling Unit that is rented shall be rented for a period of at least 90 consecutive days.

Section 4. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-1-2026
Petition by WEST VALLEY CITY to amend the zoning ordinance to comply with changes made to State Code during the 2026 legislative session. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov).

Staff is proposing a zoning ordinance amendment to change Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-12-105, and 7-7-115.5 and add Section 7-7-107.5 to comply with changes made to State Code during the 2026 legislative session. These changes were included in Senate Bill 284 which is included with this report for reference.

The table below groups the proposed changes into five topics (new or unlisted uses, removal of Planning Commissioners, zoning amendments, appeals, and detached accessory dwelling units) and matches the topics with the Zoning Ordinance sections and the codified Utah Code sections.

Topic	West Valley City Zoning Ordinance Section	Utah Code Section
1: New or Unlisted Uses	7-2-128 (Amended)	10-20-507
2: Removal of Planning Commissioners	7-3-106 (Amended)	10-20-301
3: Zoning Amendments	7-5-101 (Amended)	10-20-1107
4: Appeals	7-12-105 (Amended)	10-20-1105 10-20-1106
5: Detached Accessory Dwelling Units	7-1-103, 7-6-201, and 7-7-115.5 (Amended) 7-7-107.5 (Added)	10-21-101 10-21-304*
*Section 10-21-304 becomes effective on 10/01/2026.		

Each of these changes is covered below by topic. The proposed ordinance changes for topics 1-4 are found in the attached document entitled “SB 284 Changes”. The proposed ordinance language for topic 5 is found in the attached document entitled “Detached Accessory Dwelling Units”.

Topic 1: New or Unlisted Uses
This change allows applicants to bypass the Planning Commission and go straight to the City Council when requesting that a new or unlisted use be added to the Zoning Ordinance.

Topic 2: Removal of Planning Commissioners
This change describes the causes for which a Planning Commission member may be removed from the Planning Commission. These causes are:

- using public funds for a political purpose;
- violating the Municipal Officers’ and Employees’ Ethics Act; and
- acting with the intent to influence a land use decision in a manner that creates impermissible bias.

Topic 3: Zoning Amendments
This change no longer requires applicants of zoning amendments who have received a denial recommendation from the Planning Commission to submit an appeal to the City Council. All zoning amendments, regardless of the Commission’s recommendation, would automatically go to the City Council like General Plan/zone changes.

Topic 4: Appeals
This change would vary the standards of review for appeals based on whether the applicant is a land use applicant or an adversely affected party. The change also limits who can speak during an appeal hearing.

Topic 5: Detached Accessory Dwelling Units (ADUs)
Of all the proposed changes, these are the most impactful. Currently, the City only allows internal ADUs under certain conditions (see Section 7-7-115.5) and detached ADUs are prohibited. Effective October 1, 2026, cities must allow detached ADUs on single family home lots that are 11,000 square feet or larger and where the zoning allows single family homes. While cities can regulate things like placement, height, area, and parking, State code limits cities' ability to regulate. For example, cities can require additional parking for a detached ADU; however, cities can't require more than one space for a detached ADU that is smaller than 650 square feet and no more than two spaces for a detached ADU that is 650 square feet or larger.

To help the Commission understand the impact of this change, staff used the City's GIS to identify lots that would be eligible for a detached ADU following the amendment. Of the 27,296 parcels with single family homes, 3,766 (13.8%) are 11,000 square feet or larger and are within a zone that allows single family homes.

As allowed by State code, staff is proposing regulations to govern:

- the minimum lot size required;
- the type of zoning required;
- the number of ADUs allowed on a parcel;
- the provision of adequate utility access and capacity;
- compliance with building, health, and fire codes;
- placement, height, and area;
- design consistency with the home on the same parcel;
- owner occupancy of either the detached ADU or the home;
- the conversion of a legally constructed accessory building into a detached ADU;
- parking; and
- licensing for rented, detached ADUs and the minimum rental period.

Staff Alternatives:

1. Approval. The ordinance change should be approved to comply with State Code.

2. Continuance. This application should be continued for reasons determined during the public hearing.

Discussion: Steve Pastorik presented the application.

Vice Chair Winters asked, under topic 1, for new or unlisted uses, since they're going straight to City Council now, if the Planning Commission could be made aware if a new land use has been created. Steve responded that the staff could let the Commission know if the Council approves something like that, and it would be added to the code.

Commissioner Woodruff motioned to approve the application so the City could comply with state code. Commissioner Drozdek seconded. All were in favor.

UNANIMOUS—ZT-1-2026 —Approval

Local Land and Water Modifications

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Lincoln Fillmore

House Sponsor: Jill Koford

LONG TITLE

General Description:

This bill modifies provisions related to local land use and water planning.

Highlighted Provisions:

This bill:

- defines terms;
- amends requirements for a modified feasibility request related to a proposed municipal incorporation;
- clarifies standards for county and municipal land use regulations and requirements;
- modifies requirements for an ordinance establishing a planning commission;
- modifies planning commission powers and duties;
- modifies the process for reviewing and approving a new or unlisted business use;
- establishes requirements for regulating structure height;
- requires a county or municipal legislative body to make a decision on a proposed land use regulation if the planning commission fails to make a timely recommendation;
- requires counties, municipalities, and special districts to adopt a written plan, beginning on January 1, 2028, for determining the reasonable future water requirement of the public before imposing a water exaction (written plan);
- requires the state engineer to make rules to establish standards for the written plan;
- addresses exaction for water and a land use authority's review of a land use application;
- modifies the requirement to place certain infrastructure completion assurances in an interest-bearing account;
- establishes requirements relating to development agreements;
- modifies the burden of proving that a land use authority's decision was arbitrary, capricious, or illegal;

- addresses requirements relating to an appeal or variance hearing;
- prohibits a legislative body from acting as an appeal authority;
- modifies the standard of review of a land use authority's decision to deny or approve a land use application;
- modifies appeal requirements;
- requires a specified municipality to allow a detached accessory dwelling unit as a permitted use in certain zones;
- clarifies notice requirements for a proposed county land use ordinance that is ministerial in nature;
- modifies a county's authority to deny an applicant a building permit or certificate of occupancy if the applicant has not completed an infrastructure improvement; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

10-2a-106 (Effective 05/06/26), as last amended by Laws of Utah 2023, Chapter 224 and further amended by Revisor Instructions, Laws of Utah 2023, Chapter 224

10-2a-206 (Effective 05/06/26), as last amended by Laws of Utah 2024, Chapter 518

10-2a-220 (Effective 05/06/26), as last amended by Laws of Utah 2024, Chapter 518

10-3-702 (Effective 05/06/26), as last amended by Laws of Utah 2025, Chapter 354

10-20-102 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-301 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-302 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-501 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-502 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-507 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025,

First Special Session, Chapter 15

10-20-806 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-807 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-902 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-910 (Effective 05/06/26), as enacted by Laws of Utah 2025, First Special Session, Chapter 15

10-20-911 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-1001 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-1101 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-1106 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-1107 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-20-1109 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

10-21-101 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15

13-43-205 (Effective 05/06/26), as last amended by Laws of Utah 2025, First Special Session, Chapter 15

17-79-102 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-205 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-301 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-302 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-501 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025,

First Special Session, Chapter 14

17-79-502 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-507 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-706 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-707 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-803 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-811 (Effective 05/06/26), as enacted by Laws of Utah 2025, First Special Session, Chapter 14

17-79-812 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-901 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-1001 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-1006 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-1007 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17-79-1009 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

17B-1-120 (Effective 05/06/26), as last amended by Laws of Utah 2023, Chapters 15, 255

63I-2-210 (Effective 05/06/26), as last amended by Laws of Utah 2025, First Special Session, Chapter 15

63I-2-217 (Effective 05/06/26), as last amended by Laws of Utah 2025, First Special Session, Chapter 7

73-1-4 (Effective 05/06/26) (Partially Repealed 12/31/30), as last amended by Laws of Utah 2024, Chapter 233

ENACTS:

10-20-625 (Effective 05/06/26), Utah Code Annotated 1953

10-20-626 (Effective 05/06/26), Utah Code Annotated 1953
10-20-912 (Effective 05/06/26), Utah Code Annotated 1953
10-21-304 (Effective 10/01/26), Utah Code Annotated 1953
17-79-621 (Effective 05/06/26), Utah Code Annotated 1953
17-79-813 (Effective 05/06/26), Utah Code Annotated 1953
REPEALS AND REENACTS:
10-20-1105 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 15
17-79-1005 (Effective 05/06/26), as renumbered and amended by Laws of Utah 2025, First Special Session, Chapter 14

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **10-2a-106** is amended to read:

10-2a-106 (Effective 05/06/26). Feasibility request filed before changes to law take effect.

(1) If an individual files a feasibility request for incorporation of a city or town before May 14, 2019, the process for incorporating the city or town is not subject to Laws of Utah 2019, Chapter 165 or Laws of Utah 2023, Chapter 224, and is instead subject to the municipal incorporation law in effect on the day on which the individual files the feasibility request.

(2) If an individual files a feasibility request for incorporation of a city or town before May 3, 2023[~~,~~] :

(a) except as provided in Subsection (2)(b), the process for incorporating the city or town is not subject to Laws of Utah 2023, Chapter 224, and is subject to the municipal incorporation law in effect on the day on which the individual files the feasibility request; and

(b) the process and requirements for filing a modified feasibility request on or after May 6, 2026, shall be in accordance with the law in effect on the day on which the individual or an incorporation sponsor files a modified feasibility request.

Section 2. Section **10-2a-206** is amended to read:

10-2a-206 (Effective 05/06/26). Modified feasibility request -- Supplemental feasibility study.

(1) As used in this section, "specified landowner" means the same as that term is defined in Section 10-2a-204.5.

[~~(1)~~] (2)(a) The sponsors of a feasibility request may modify the request to alter the boundaries of the proposed municipality and refile the modified feasibility request with the county clerk if:

(i) the results of the feasibility study do not comply with Subsection 10-2a-205(5)(a); or

(ii)(A) the feasibility request complies with Subsection 10-2a-201.5(4)(b);

(B) the annexation petition described in Subsection 10-2a-201.5(4)(b) that proposed the annexation of an area that is part of the area proposed for incorporation has been denied; and

(C) an incorporation petition based on the feasibility request has not been filed.

(b)(i) The sponsors of a feasibility request may not file a modified request under Subsection [~~(1)(a)(i)~~] (2)(a)(i) more than 90 days after the day on which the feasibility consultant submits the final results of the feasibility study under Subsection 10-2a-205(2)(c)(iii).

(ii) The sponsors of a feasibility request may not file a modified request under Subsection [~~(1)(a)(ii)~~] (2)(a)(ii) more than 18 months after filing the original feasibility request under Section 10-2a-202.

(c)(i) Subject to Subsection [~~(1)(c)(ii)~~] (2)(c)(ii), each modified feasibility request under Subsection [~~(1)(a)~~] (2)(a) shall comply with Subsections 10-2a-202(1), (3), (4), and (5) and Subsection 10-2a-201.5(4).

(ii) Notwithstanding Subsection [~~(1)(c)(i)~~] (2)(c)(i), a signature on a feasibility request filed under Section 10-2a-202 may be used toward fulfilling the signature requirement of Subsection 10-2a-202(1)(a) for the feasibility request as modified under Subsection [~~(1)(a)~~] (2)(a), unless the modified feasibility request proposes the incorporation of an area that is more than 20% larger or smaller than the area described by the original feasibility request in terms of:

(A) private land area; or

(B) assessed fair market value of private real property, as of January 1 of the current year.

(d) Within 20 days after the day on which the county clerk receives the modified request, the county clerk and the lieutenant governor shall follow the same procedure described in Subsections 10-2a-204(1) through (6) for the modified feasibility request as for an original feasibility request.

(e)(i) If a sponsor files a modified feasibility request that includes an area of land that

was not included in the original feasibility request, the county clerk shall, within seven days after the day on which the sponsor files the modified feasibility request with the lieutenant governor, identify any new specified landowners located within the added area of land and mail written notice to each of the new specified landowners.

(ii) The notice described in Subsection (2)(e)(i) shall:

(A) describe the added area of land; and

(B) state that a specified landowner who owns land within the added area may request exclusion of the land from the proposed incorporation boundaries by filing a request for exclusion with the county clerk within 30 days after the day on which the county clerk mails the notice.

(f)(i) A specified landowner who owns land within the added area described in Subsection (2)(e)(i) may request exclusion of the land from the proposed incorporation boundaries by filing a request for exclusion with the county clerk within 30 days after the day on which the county clerk mails the notice described in Subsection (2)(e)(i).

(ii) The county clerk shall process a request for exclusion filed under Subsection (2)(f)(i) in accordance with Subsections 10-2a-204.5(3) through (7), except that the deadlines calculated from the first public hearing in Section 10-2a-204.5 shall instead be calculated from the day on which the county clerk mails notice described in Subsection (2)(e)(i).

[~~(e)~~] (g) Within 10 days after [~~a~~] the day on which the time period for a specified landowner to request exclusion under Subsection (2)(f) expires, or if a sponsor files a modified feasibility request that does not include a new area of land, within 10 days after the sponsor files the modified feasibility request[~~ is filed~~], the lieutenant governor shall:

(i) estimate the cost of a supplemental feasibility study under this section; and

(ii) provide the estimated cost to the feasibility request sponsors.

[~~(f)~~] (h) Within 20 days after the lieutenant governor provides the estimated supplemental feasibility study cost, the feasibility request sponsors shall pay the estimated cost to the lieutenant governor for a supplemental feasibility study conducted on or after May 1, 2024.

[~~(2)~~] (3) The timely filing of a modified feasibility request under Subsection [~~(1)~~] (2) gives the modified feasibility request the same processing priority under Subsection

10-2a-204(7) as the original feasibility request if the feasibility request sponsors pay the estimated cost of the supplemental feasibility study as required in Subsection [~~(1)(e)~~] (2)(e).

[~~(3)~~] (4) [~~Within~~] Except as provided in Subsection (5), within 10 days after the day on which the lieutenant governor receives payment of the estimated supplemental feasibility study cost, the lieutenant governor shall commission the feasibility consultant who conducted the feasibility study to conduct a supplemental feasibility study that accounts for the modified feasibility request.

(5) If a modified feasibility request includes an area of land that was not included in the original feasibility request, the lieutenant governor may not commission a supplemental feasibility study under Subsection (4) unless:

(a) the deadline for filing a request for exclusion described in Subsection (2)(f) has passed; and

(b) the county clerk and lieutenant governor have issued a final determination on any request for exclusion filed in accordance with Subsection (2)(f).

[~~(4)~~] (6) The lieutenant governor shall require the feasibility consultant to:

(a) submit a draft of the supplemental feasibility study to each applicable person with whom the feasibility consultant is required to consult under Subsection 10-2a-205(3)(c) within 30 days after the day on which the feasibility consultant is engaged to conduct the supplemental study;

(b) allow each person to whom the consultant provided a draft under Subsection [~~(4)(a)~~] (6)(a) to review and provide comment on the draft; and

(c) submit a completed supplemental feasibility study, to the following within 45 days after the day on which the feasibility consultant is engaged to conduct the feasibility study:

(i) the lieutenant governor;

(ii) the county legislative body of the county in which the incorporation is proposed;

(iii) the contact sponsor; and

(iv) each person to whom the consultant provided a draft under Subsection [~~(4)(a)~~] (6)(a).

[~~(5)~~] (7) If the results of the supplemental feasibility study do not comply with Subsection 10-2a-205(5)(a):

(a) the process to incorporate the area that is the subject of the supplemental feasibility study may not proceed; and

(b) a feasibility request under Section 10-2a-202 may not be filed within 18 months after the date of the supplemental feasibility study if the feasibility request proposes the incorporation of an area included within the area described in the supplemental feasibility study.

Section 3. Section **10-2a-220** is amended to read:

10-2a-220 (Effective 05/06/26). Costs of incorporation -- Fees established by lieutenant governor.

(1)(a) There is created an expendable special revenue fund known as the "Municipal Incorporation Expendable Special Revenue Fund."

(b) The fund shall consist of:

(i) appropriations from the Legislature;

(ii) payments that feasibility request sponsors make to the lieutenant governor under Subsections 10-2a-205(1)(b) and 10-2a-206(1)(f); and

(iii) fees the lieutenant governor collects and remits to the fund under this section.

(c) The lieutenant governor shall deposit all money collected under this section into the fund.

(2)(a) The lieutenant governor shall establish a fee in accordance with Section 63J-1-504 for a cost incurred by the lieutenant governor or the county for an incorporation proceeding, including:

(i) a request certification;

(ii) a petition certification;

(iii) publication of notices;

(iv) public hearings;

(v) all other incorporation activities occurring after the elections; and

(vi) any other cost incurred by the lieutenant governor or county in relation to an incorporation proceeding.

(b) A cost under Subsection (2)(a) does not include a cost incurred by a county for holding an election under Section 10-2a-210.

(3) Subject to Subsections 10-2a-205(1)(b) and [~~10-2a-206(1)(f)~~] 10-2a-206(2)(h), the lieutenant governor shall pay for a cost described in Subsection (2)(a) using funds from the Municipal Incorporation Expendable Special Revenue Fund.

(4)(a) A newly incorporated municipality shall:

(i) pay to the lieutenant governor each fee established under Subsection (2) for each cost described in Subsection (2)(a) incurred by the lieutenant governor or the

county;

(ii) pay the county for a cost described in Subsection (2)(b); and

(iii) reimburse feasibility request sponsors the cost the feasibility request sponsors paid for:

(A) a feasibility study under Section 10-2a-205; and

(B) any supplemental feasibility study under Section 10-2a-206.

(b) The lieutenant governor shall execute a payback agreement with each new municipality for the new municipality to pay the fees described in Subsection (4)(a) over a period that, except as provided in Subsection (4)(c), may not exceed five years.

(c) If necessary, the lieutenant governor may extend a fee payment deadline beyond the deadline described in Subsection (4)(b) by amending the payback agreement described in Subsection (4)(b).

(d) The lieutenant governor shall deposit each fee the lieutenant governor collects under Subsection (4)(a)(i) into the Municipal Incorporation Expendable Special Revenue Fund.

(5) If the lieutenant governor expends funds from the Municipal Incorporation Expendable Special Revenue Fund that are not repaid to the lieutenant governor under Subsection (4)(a)(i) because an area did not incorporate as a municipality, the Legislature shall appropriate money to the fund in an amount equal to the funds that are not repaid.

Section 4. Section **10-3-702** is amended to read:

10-3-702 (Effective 05/06/26). Extent of power exercised by ordinance.

[~~(1) As used in this section, "open house" means an event held by a homeowner, including an event in association with a real estate agent, architect, builder, or developer, to showcase a home, including the outdoor landscaping around the home.~~]

[~~(2)~~] (1)[~~(a) Except as provided in Subsection (2)(b), the~~] The governing body of a municipality may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by this title or any other provision of law.

[~~(b)(i) The governing body of a municipality may not regulate an open house differently than a residential use.~~]

[~~(ii) Any ordinance regulating an open house differently than a residential use is void.~~]

[~~(3)~~] (2)(a) An officer of the municipality may not be convicted of a criminal offense where the officer relied on or enforced an ordinance the officer reasonably believed

to be a valid ordinance.

(b) It shall be a defense in any action for punitive damages over the enforcement of an invalid ordinance if the official:

(i) acted in good faith in enforcing an ordinance; or

(ii) enforced an ordinance on advice of legal counsel.

Section 5. Section **10-20-102** is amended to read:

10-20-102 (Effective 05/06/26). Definitions.

As used in this chapter:

(1) "Accessory dwelling unit" means a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot.

(2) "Adversely affected party" means a person other than a land use applicant who:

(a) owns real property adjoining the property that is the subject of a land use application or land use decision; or

(b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

(3) "Affected entity" means a county, municipality, special district, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Title 11, Chapter 13, Interlocal Cooperation Act, specified public utility, property owner, property owners association, or the Department of Transportation, if:

(a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;

(b) the entity has filed with the municipality a copy of the entity's general or long-range plan; or

(c) the entity has filed with the municipality a request for notice during the same calendar year and before the municipality provides notice to an affected entity in compliance with a requirement imposed under this chapter.

(4) "Affected owner" means the owner of real property that is:

(a) a single project; and

(b) the subject of a land use approval that:

(i) sponsors of a referendum timely challenged in accordance with Section 20A-7-601; and

[~~(c)~~] (ii) is determined to be legally referable under Section 20A-7-602.8.

(5) "Appeal authority" means the person, board, commission, agency, or other body

designated by ordinance to decide an appeal of a decision of a land use application or a variance.

(6) "Billboard" means a freestanding ground sign located on industrial, commercial, or residential property if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.

(7)(a) "Boundary adjustment" means an agreement between adjoining property owners to relocate a common boundary that results in a conveyance of property between the adjoining lots, adjoining parcels, or adjoining lots and parcels.

(b) "Boundary adjustment" does not mean a modification of a lot or parcel boundary that:

(i) creates an additional lot or parcel; or

(ii) is made by the Department of Transportation.

(8)(a) "Boundary establishment" means an agreement between adjoining property owners to clarify the location of an ambiguous, uncertain, or disputed common boundary.

(b) "Boundary establishment" does not mean a modification of a lot or parcel boundary that:

(i) creates an additional lot or parcel; or

(ii) is made by the Department of Transportation.

(9) "Building code adoption cycle" means the period of time beginning the day on which a specific edition of a construction code from a nationally recognized code authority is adopted and effective in Title 15A, State Construction and Fire Codes Act, until the day before a new edition of a construction code is adopted and effective in Title 15A, State Construction and Fire Codes Act.

[~~(9)~~] (10)(a) "Charter school" means:

(i) an operating charter school;

(ii) a charter school applicant that a charter school authorizer approves in accordance with Title 53G, Chapter 5, Part 3, Charter School Authorization; or

(iii) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.

(b) "Charter school" does not include a therapeutic school.

[~~(10) "Building code adoption cycle" means the period of time beginning the day on which a specific edition of a construction code from a nationally recognized code authority is adopted and effective in Title 15A, State Construction and Fire Codes Act, until the day~~

~~before a new edition of a construction code is adopted and effective in Title 15A, State Construction and Fire Codes Act.~~]

(11) "Conditional use" means a land use that, because of the unique characteristics or potential detrimental impact of the land use on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

(12) "Constitutional taking" means a governmental action that results in a taking of private property [~~so that~~] where compensation to the property owner[~~ of the property~~] is required by the:

(a) Fifth or Fourteenth Amendment [~~of~~] to the Constitution of the United States; or

(b) Utah Constitution, Article I, Section 22.

(13) "Conveyance document" means an instrument that:

(a) meets the definition of "document" in Section 57-1-1; and

(b) meets the requirements of Section 57-1-45.5.

(14) "Conveyance of property" means the transfer of ownership of any portion of real property from one person to another person.

(15) "Culinary water authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

(16) "Department of Transportation" means the entity created in Section 72-1-201.

(17) "Development activity" means:

(a) any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities;

(b) any change in use of a building or structure that creates additional demand and need for public facilities; or

(c) any change in the use of land that creates additional demand and need for public facilities.

(18)(a) "Development agreement" means a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land.

(b) "Development agreement" does not include an improvement completion assurance.

(19)(a) "Disability" means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

(b) "Disability" does not include current illegal use of, or addiction to, any federally controlled substance, as defined in the Controlled Substances Act, 21 U.S.C. Sec. 802.

(20) "Document" means the same as that term is defined in Section 57-1-1.

(21) "Educational facility":

(a) means:

(i) a school district's building at which pupils assemble to receive instruction in a program for any combination of grades from preschool through grade 12, including kindergarten and a program for children with disabilities;

(ii) a structure or facility:

(A) located on the same property as a building described in Subsection (21)(a)(i); and

(B) used in support of the use of that building; and

(iii) a building to provide office and related space to a school district's administrative personnel; and

(b) does not include:

(i) land or a structure, including land or a structure for inventory storage, equipment storage, food processing or preparing, vehicle storage or maintenance, or similar use that is:

(A) not located on the same property as a building described in Subsection (21)(a)(i); and

(B) used in support of the purposes of a building described in Subsection (21)(a)(i); or

(ii) a therapeutic school.

(22) "Establishment document" means an instrument that:

(a) meets the definition of "document" in Section 57-1-1; and

(b) meets the requirements of Section 57-1-45.

[~~(23) "Full boundary adjustment" means a boundary adjustment that is not a simple boundary adjustment.~~]

[~~(24)~~] (23) "Fire authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of fire protection and suppression services for the subject property.

[~~(25)~~] (24) "Flood plain" means land that:

(a) is within the 100-year flood plain designated by the Federal Emergency Management Agency; or

(b) has not been studied or designated by the Federal Emergency Management Agency but presents a likelihood of experiencing chronic flooding or a catastrophic flood event because the land has characteristics that are similar to those of a 100-year flood plain designated by the Federal Emergency Management Agency.

(25) "Full boundary adjustment" means a boundary adjustment that is not a simple boundary adjustment.

(26) "General plan" means a document that a municipality adopts that sets forth general guidelines for proposed future development of the land within the municipality.

(27) "Geologic hazard" means:

(a) a surface fault rupture;

(b) shallow groundwater;

(c) liquefaction;

(d) a landslide;

(e) a debris flow;

(f) unstable soil;

(g) a rock fall; or

(h) any other geologic condition that presents a risk:

(i) to life;

(ii) of substantial loss of real property; or

(iii) of substantial damage to real property.

(28) "Historic preservation authority" means a person, board, commission, or other body designated by a legislative body to:

(a) recommend land use regulations to preserve local historic districts or areas; and

(b) administer local historic preservation land use regulations within a local historic district or area.

(29) "Home-based microschool" means the same as that term is defined in Section 53G-6-201.

(30) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance that connects to a municipal water, sewer, storm water, power, or other utility system.

(31)(a) "Identical plans" means floor plans submitted to a municipality that:

(i) are submitted within the same building code adoption cycle as floor plans that were previously approved by the municipality;

(ii) have no structural differences from floor plans that were previously approved by

the municipality; and

(iii) describe a building that:

(A) is located on land zoned the same as the land on which the building described in the previously approved plans is located;

(B) has a substantially identical floor plan to a floor plan previously approved by the municipality; and

(C) does not require any engineering or analysis beyond a review to confirm the submitted floor plans are substantially identical to a floor plan previously approved by the municipality or a review of the site plan and associated geotechnical reports for the site.

(b) "Identical plans" include floor plans that are oriented differently as the floor plan that was previously approved by the municipality.

(32) "Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act.

(33) "Improvement completion assurance" means a surety bond, letter of credit, financial institution bond, cash, assignment of rights, lien, or other equivalent security required by a municipality to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to:

(a) recording a subdivision plat; or

(b) development of a commercial, industrial, mixed use, or multifamily project.

(34) "Improvement warranty" means an applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:

(a) complies with the municipality's written standards for design, materials, and workmanship; and

(b) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.

(35) "Improvement warranty period" means a period:

(a) no later than one year after a municipality's acceptance of required public landscaping; or

(b) no later than one year after a municipality's acceptance of required infrastructure, unless the municipality:

(i) determines, based on accepted industry standards and for good cause, that a one-year period would be inadequate to protect the public health, safety, and welfare; and

(ii) has substantial evidence, on record:

(A) of prior poor performance by the applicant; or

(B) that the area upon which the infrastructure will be constructed contains suspect soil and the municipality has not otherwise required the land use applicant to mitigate the suspect soil.

(36) "Infrastructure improvement" means permanent infrastructure that is essential for the public health and safety or that:

(a) is required for human occupation; and

(b) an applicant shall install:

(i) in accordance with published installation and inspection specifications for public improvements; and

(ii) whether the improvement is public or private, as a condition of:

(A) recording a subdivision plat;

(B) obtaining a building permit; or

(C) development of a commercial, industrial, mixed use, condominium, or multifamily project.

(37) "Internal lot restriction" means a platted note, platted demarcation, or platted designation that:

(a) runs with the land; and

(b)(i) creates a restriction that is enclosed within the perimeter of a lot described on the plat; or

(ii) designates a development condition that is enclosed within the perimeter of a lot described on the plat.

(38) "Land use applicant" means a property owner, or the property owner's designee, who submits a land use application regarding the property owner's land.

(39) "Land use application":

(a) means an application that is:

(i) required by a municipality; and

(ii) submitted by a land use applicant to obtain a land use decision; and

(b) does not mean an application to enact, amend, or repeal a land use regulation.

(40) "Land use authority" means:

(a) a person, board, commission, agency, or body, including the local legislative body, designated by the local legislative body to act upon a land use application; or

(b) if the local legislative body has not designated a person, board, commission, agency,

or body, the local legislative body.

(41) "Land use decision" means an administrative decision of a land use authority or appeal authority regarding:

(a) a land use permit; or

(b) a land use application.

(42) "Land use permit" means a permit issued by a land use authority.

(43) "Land use regulation":

(a) means a legislative decision enacted by ordinance, law, code, map, resolution, engineering or development standard, specification for public improvement, fee, or rule that governs the use or development of land;

(b) includes the adoption or amendment of a zoning map or the text of the zoning code; and

(c) does not include:

(i) a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or

(ii) a temporary revision to an engineering specification that does not materially:

(A) increase a land use applicant's cost of development compared to the existing specification; or

(B) impact a land use applicant's use of land.

(44) "Legislative body" means the municipal council.

(45) "Local historic district or area" means a geographically definable area that:

(a) contains any combination of buildings, structures, sites, objects, landscape features, archeological sites, or works of art that contribute to the historic preservation goals of a legislative body; and

(b) is subject to land use regulations to preserve the historic significance of the local historic district or area.

(46) "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.

(47) "Major transit investment corridor" means public transit service that uses or occupies:

(a) public transit rail right-of-way;

(b) dedicated road right-of-way for the use of public transit, such as bus rapid transit; or

(c) fixed-route bus corridors subject to an interlocal agreement or contract between a municipality or county and:

(i) a public transit district as defined in Section 17B-2a-802; or

(ii) an eligible political subdivision as defined in Section 59-12-2202.

(48) "Micro-education entity" means the same as that term is defined in Section 53G-6-201.

(49) "Moderate income housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.

(50) "Municipal utility easement" means an easement that:

(a) is created or depicted on a plat recorded in a county recorder's office and is described as a municipal utility easement granted for public use;

(b) is not a protected utility easement or a public utility easement as defined in Section 54-3-27;

(c) the municipality or the municipality's affiliated governmental entity uses and occupies to provide a utility service, including sanitary sewer, culinary water, electrical, storm water, or communications or data lines;

(d) is used or occupied with the consent of the municipality in accordance with an authorized franchise or other agreement;

(e)(i) is used or occupied by a specified public utility in accordance with an authorized franchise or other agreement; and

(ii) is located in a utility easement granted for public use; or

(f) is described in Section 10-20-615 and is used by a specified public utility.

(51) "Nominal fee" means a fee that reasonably reimburses a municipality only for time spent and expenses incurred in:

(a) verifying that building plans are identical plans; and

(b) reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.

(52) "Noncomplying structure" means a structure that:

(a) legally existed before the structure's current land use designation; and

(b) because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations, which govern the use of land.

(53) "Nonconforming use" means a use of land that:

(a) legally existed before [~~its~~] the land's current land use designation;

(b) has been maintained continuously since the time the land use ordinance governing the land changed; and

(c) because of one or more subsequent land use ordinance changes, does not conform to

the regulations that now govern the use of the land.

(54) "Official map" means a map drawn by municipal authorities and recorded in a county recorder's office that:

(a) shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;

(b) provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and

(c) has been adopted as an element of the municipality's general plan.

(55) "Parcel" means any real property that is not a lot.

(56) "Person" means an individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.

(57) "Plan for moderate income housing" means a written document adopted by a municipality's legislative body that includes:

(a) an estimate of the existing supply of moderate income housing located within the municipality;

(b) an estimate of the need for moderate income housing in the municipality for the next five years;

(c) a survey of total residential land use;

(d) an evaluation of how existing land uses and zones affect opportunities for moderate income housing; and

(e) a description of the municipality's program to encourage an adequate supply of moderate income housing.

(58) "Planning commission" means the commission established under Section 10-20-301.

(59) "Plat" means an instrument subdividing property into lots as depicted on a map or other graphical representation of lands that a licensed professional land surveyor makes and prepares in accordance with Section 10-20-803 or 57-8-13.

(60) "Potential geologic hazard area" means an area that:

(a) is designated by a Utah Geological Survey map, county geologist map, or other relevant map or report as needing further study to determine the area's potential for geologic hazard; or

(b) has not been studied by the Utah Geological Survey or a county geologist but presents the potential of geologic hazard because the area has characteristics similar to those of a designated geologic hazard area.

(61) "Property owner" means a person that holds legal title in real property.

[~~(61)~~] (62) "Public agency" means:

(a) the federal government;

(b) the state;

(c) a county, municipality, school district, special district, special service district, or other political subdivision of the state; or

(d) a charter school.

[~~(62)~~] (63) "Public hearing" means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

[~~(63)~~] (64) "Public meeting" means a meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings Act.

[~~(64)~~] (65) "Public street" means a public right-of-way, including a public highway, public avenue, public boulevard, public parkway, public road, public lane, public alley, public viaduct, public subway, public tunnel, public bridge, public byway, other public transportation easement, or other public way.

[~~(65)~~] (66) "Receiving zone" means an area that a municipality designates, by ordinance, as an area in which an owner of land may receive a transferable development right.

[~~(66)~~] (67) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-73-504.

[~~(67)~~] (68) "Residential facility for persons with a disability" means a residence:

(a) in which more than one person with a disability resides; and

(b) which is licensed or certified by the Department of Health and Human Services under:

(i) Title 26B, Chapter 2, Part 1, Human Services Programs and Facilities; or

(ii) Title 26B, Chapter 2, Part 2, Health Care Facility Licensing and Inspection.

[~~(68)~~] (69) "Residential roadway" means a public local residential road that:

(a) will serve primarily to provide access to adjacent primarily residential areas and property;

(b) is designed to accommodate minimal traffic volumes or vehicular traffic;

(c) is not identified as a supplementary to a collector or other higher system classified street in an approved municipal street or transportation master plan;

(d) has a posted speed limit of 25 miles per hour or less;

(e) does not have higher traffic volumes resulting from connecting previously separated areas of the municipal road network;

(f) cannot have a primary access, but can have a secondary access, and does not abut lots intended for high volume traffic or community centers, including schools, recreation centers, sports complexes, or libraries; and

(g) primarily serves traffic within a neighborhood or limited residential area and is not necessarily continuous through several residential areas.

[~~(69)~~] (70) "Rules of order and procedure" means a set of rules that govern and prescribe in a public meeting:

(a) parliamentary order and procedure;

(b) ethical behavior; and

(c) civil discourse.

[~~(70)~~] (71) "Sanitary sewer authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.

[~~(71)~~] (72) "Sending zone" means an area that a municipality designates, by ordinance, as an area from which an owner of land may transfer a transferable development right.

[~~(72)~~] (73) "Simple boundary adjustment" means a boundary adjustment that does not:

(a) affect a public right-of-way, municipal utility easement, or other public property;

(b) affect an existing easement, onsite wastewater system, or an internal lot restriction; or

(c) result in a lot or parcel out of conformity with land use regulations.

[~~(73)~~] (74) "Special district" means an entity under Title 17B, Limited Purpose Local Government Entities - Special Districts, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or the state.

(75) "Specific land use law" means a requirement or restriction on the use of a specific parcel in a development agreement that a legislative body approves with the consent of an affected property owner.

[~~(74)~~] (76) "Specified public agency" means:

(a) the state;

(b) a school district; or

(c) a charter school.

[~~(75)~~] (77) "Specified public utility" means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1.

[~~(76)~~] (78) "State" includes any department, division, or agency of the state.

[~~(77)~~] (79)(a) "Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether

immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

(b) "Subdivision" includes:

(i) the division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot; and

(ii) except as provided in Subsection [~~(77)(c)~~] (79)(c), divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

(c) "Subdivision" does not include:

(i) a bona fide division or partition of land used for agricultural purposes as provided in Subsection 10-20-808(2);

(ii) a recorded conveyance document:

(A) consolidating multiple lots or parcels into one legal description encompassing all lots by reference to a recorded plat and all parcels by metes and bounds description; or

(B) joining a lot to a parcel;

(iii) a bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division:

(A) is in anticipation of future land use approvals on the parcel or parcels;

(B) does not confer any land use approvals; and

(C) has not been approved by the land use authority;

(iv) a boundary adjustment;

(v) a boundary establishment;

(vi) a road, street, or highway dedication plat;

(vii) a deed or easement for a road, street, or highway purpose; or

(viii) any other division of land authorized by law.

[~~(78)~~] (80)(a) "Subdivision amendment" means an amendment to a recorded subdivision in accordance with Section 10-20-811 that:

(i) vacates all or a portion of the subdivision;

(ii) increases the number of lots within the subdivision;

(iii) alters a public right-of-way, a public easement, or public infrastructure within the subdivision; or

(iv) alters a common area or other common amenity within the subdivision.

(b) "Subdivision amendment" does not include a simple boundary adjustment.

[~~(79)~~] (81) "Substantial evidence" means evidence that:

(a) is beyond a scintilla; and

(b) a reasonable mind would accept as adequate to support a conclusion.

[~~(80)~~] (82) "Suspect soil" means soil that has:

(a) a high susceptibility for volumetric change, typically clay rich, having more than a 3% swell potential;

(b) bedrock units with high shrink or swell susceptibility; or

(c) gypsiferous silt and clay, gypsum, or bedrock units containing abundant gypsum commonly associated with dissolution and collapse features.

[~~(81)~~] (83) "Therapeutic school" means a residential group living facility:

(a) for four or more individuals who are not related to:

(i) the owner of the facility; or

(ii) the primary service provider of the facility;

(b) that serves students who have a history of failing to function:

(i) at home;

(ii) in a public school; or

(iii) in a nonresidential private school; and

(c) that offers:

(i) room and board; and

(ii) an academic education integrated with:

(A) specialized structure and supervision; or

(B) services or treatment related to a disability, an emotional development, a behavioral development, a familial development, or a social development.

[~~(82)~~] (84) "Transferable development right" means a right to develop and use land that originates by an ordinance that authorizes a [~~land~~] property owner in a designated sending zone to transfer land use rights from a designated sending zone to a designated receiving zone.

[~~(83)~~] (85) "Unincorporated" means the area outside of the incorporated area of a city or town.

[~~(84)~~] (86) "Water interest" means any right to the beneficial use of water, including:

(a) each of the rights listed in Section 73-1-11; and

(b) an ownership interest in the right to the beneficial use of water represented by:

(i) a contract; or

(ii) a share in a water company, as defined in Section 73-3-3.5.

[~~(85)~~] (87) "Zoning map" means a map, adopted as part of a land use ordinance, that depicts land use zones, overlays, or districts.

Section 6. Section **10-20-301** is amended to read:

10-20-301 (Effective 05/06/26). Ordinance establishing planning commission required -- Ordinance requirements -- Compensation.

(1)(a) Each municipality shall enact an ordinance establishing a planning commission.

(b) The ordinance shall[~~ define~~]:

(i) include the number and terms of the planning commission members and, if the municipality chooses, alternate members;

(ii) [~~the mode of appointment~~] provide procedures for appointing a planning commission member;

(iii) [~~the~~] provide procedures for filling vacancies [~~and~~] on the planning commission;

(iv) [~~removal from office;~~] provide procedures for removing a planning commission member from the planning commission and specify that:

(A) in a form of government described in Section 10-3b-301 or 10-3b-401, and subject to any delegation of authority under Subsection 10-3b-303(1) or 10-3b-403(1), the legislative body may remove a planning commission member; or

(B) in a form of government described in Section 10-3b-202, the mayor may remove a planning commission member;

(v) except as provided in Subsection (1)(b)(vi), describe the causes for which a planning commission member may be removed from the planning commission, which shall include:

(A) using public funds for a political purpose under Title 20A, Chapter 11, Part 12, Political Activities of Public Entities Act;

(B) violating a provision of Title 10, Chapter 3, Part 13, Municipal Officers' and Employees' Ethics Act; and

(C) acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an unacceptable risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties;

(vi) provide that a planning commission member deliberating about a specific pending land use application in a planning commission meeting with municipal

staff, an elected official, or the land use applicant is not cause for removing a planning commission member from the planning commission;

(vii) provide requirements for when a planning commission member shall recuse oneself from deliberating or voting on certain land use applications;

[~~(iv)~~] (viii) define the authority of the planning commission;

[~~(v)~~] (ix) subject to Subsection (1)(c), [~~the~~] include rules of order and procedure for use by the planning commission in a public meeting; and

[~~(vi)~~] (x) include other details relating to the organization and procedures of the planning commission.

(c) Subsection [~~(1)(b)(v)~~] (1)(b)(ix) does not affect the planning commission's duty to comply with Title 52, Chapter 4, Open and Public Meetings Act.

(2) The legislative body may authorize a member to receive per diem and travel expenses for meetings actually attended, in accordance with Section 11-55-103.

Section 7. Section **10-20-302** is amended to read:

10-20-302 (Effective 05/06/26). Planning commission powers and duties -- Training requirements.

(1) The planning commission shall review and make a recommendation to the legislative body for:

(a) a general plan and amendments to the general plan;

(b) land use regulations, including:

(i) ordinances regarding the subdivision of land within the municipality; and

(ii) amendments to existing land use regulations;

(c) an appropriate delegation of power to at least one designated land use authority to hear and act on a land use application;

(d) an appropriate delegation of power to at least one appeal authority to hear and act on an appeal from a decision of the land use authority; and

(e) application processes that:

(i) may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and

(ii) shall protect the right of each:

(A) land use applicant and adversely affected party to require formal consideration of any application by a land use authority; and

(B) land use applicant or adversely affected party to appeal a land use authority's

decision to a separate appeal authority[~~; and~~] .

[~~(C) participant to be heard in each public hearing on a contested application.~~]

(2) Before making a recommendation to a legislative body on an item described in Subsection (1)(a) or (b), the planning commission shall hold a public hearing in accordance with Section 10-20-405.

(3) A legislative body may adopt, modify, or reject a planning commission's recommendation to the legislative body under this section.

[~~(4) A legislative body may consider a planning commission's failure to make a timely recommendation as a negative recommendation.~~]

[~~(5)~~] (4) Nothing in this section limits the right of a municipality to initiate or propose the actions described in this section.

[~~(6)~~] (5)(a)(i) This Subsection [~~(6)~~] (5) applies to:

(A) a city of the first, second, third, or fourth class; and

(B) a city of the fifth class with a population of 5,000 or more, if the city is located within a county of the first, second, or third class.

(ii) The population for each city described in Subsection [~~(6)(a)(i)~~] (5)(a)(i) shall be derived from:

(A) an estimate of the Utah Population Committee created in Section 63C-20-103; or

(B) if the Utah Population Committee estimate is not available, the most recent official census or census estimate of the United States [~~Bureau of the~~]Census Bureau.

(b) A municipality described in Subsection [~~(6)(a)(i)~~] (5)(a)(i) shall ensure that each member of the municipality's planning commission completes four hours of annual land use training as follows:

(i) one hour of annual training on general powers and duties, including the role of the planning commission in administrative, legislative, and quasi-judicial functions under this chapter; and

(ii) three hours of annual training on a combination of land use and ethics topics, which may include:

(A) appeals and variances;

(B) conditional use permits;

(C) exactions;

(D) impact fees;

(E) vested rights;

(F) subdivision regulations and improvement guarantees;

(G) land use referenda;

(H) property rights;

(I) real estate procedures and financing;

(J) zoning, including use-based and form-based;[~~and~~]

(K) drafting ordinances and code that complies with statute[~~.~~] ;

(L) ex parte communication; and

(M) conflict of interest.

(c) A newly appointed planning commission member may not participate in a public meeting as an appointed member until the member completes the training described in Subsection [~~(6)(b)(i)~~] (5)(b)(i).

(d) A planning commission member may qualify for one completed hour of training required under Subsection [~~(6)(b)(ii)~~] (5)(b)(ii) if the member attends, as an appointed member, 12 public meetings of the planning commission within a calendar year.

(e) A municipality shall provide the training described in Subsection [~~(6)(b)~~] (5)(b) through:

(i) municipal staff;

(ii) the Utah League of Cities and Towns; or

(iii) a list of training courses selected by:

(A) the Utah League of Cities and Towns; or

(B) the Division of Real Estate created in Section 61-2-201.

(f) A municipality shall, for each planning commission member:

(i) monitor compliance with the training requirements in Subsection [~~(6)(b)~~] (5)(b); and

(ii) maintain a record of training completion at the end of each calendar year.

Section 8. Section **10-20-501** is amended to read:

10-20-501 (Effective 05/06/26). Enactment of land use regulation, land use decision, or development agreement.

(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.

(2)(a) Except as provided in Subsection (2)(b), a legislative body may enact a land use regulation only by ordinance.

(b) A legislative body may, by ordinance or resolution, enact a land use regulation that

imposes a fee.

(3) A legislative body shall ensure that a land use regulation is consistent with the purposes [~~set forth in~~] of this chapter.

(4)(a) A legislative body shall adopt a land use regulation to:

(i) create or amend a zoning district under Subsection 10-20-503(1)(a); and

(ii) designate general uses allowed in each zoning district.

(b) A land use authority may establish or modify other restrictions or requirements other than those described in Subsection (4)(a), including the configuration or modification of uses or density, through a land use decision that applies criteria or policy elements that a land use regulation establishes or describes.

(5)(a) Except as provided in Subsection (5)(b) or (5)(c), a municipality shall publish on the municipality's website:

(i) all of the municipality's land use regulations; and

(ii) a fee schedule that lists all of the municipality's fees related to a land use application, land use permit, or land use regulation, including development review fees and impact fees.

(b) A municipality that does not have a maintained and active website shall provide for inspection of the information described in Subsection (5)(a) at the municipality's place of business during normal business hours.

(c) A municipality may comply with Subsection (5)(a) by:

(i) posting a link on the municipality's website to a separate webpage or third-party website where the land use regulations or fee schedule described in Subsection (5)(a) are posted; and

(ii) submitting a new or modified land use regulation or fee schedule described in Subsection (5)(a) to the third-party website within six months after the day on which the legislative body adopts the new or modified land use regulation or fee schedule.

[~~(5)~~] (6) A municipality may not adopt a land use regulation[~~,~~] or development agreement, or make a land use decision, that restricts the type of crop that may be grown in an area that is:

(a) zoned agricultural; or

(b) assessed under Title 59, Chapter 2, Part 5, Farmland Assessment Act.

[~~(6)~~] (7) A municipal land use regulation pertaining to an airport or an airport influence area, as that term is defined in Section 72-10-401, is subject to Title 72, Chapter 10, Part 4,

Airport Zoning Act.

Section 9. Section **10-20-502** is amended to read:

10-20-502 (Effective 05/06/26). Preparation and adoption of land use regulation.

(1) A planning commission shall:

(a) provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4);

(b) hold a public hearing on a proposed land use regulation;

(c) if applicable, consider each written objection filed in accordance with Subsection 10-20-205(5) before the public hearing; and

(d)(i) review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and

(ii) forward to the legislative body all objections filed in accordance with Subsection 10-20-205(5).

(2)(a) A legislative body shall consider each proposed land use regulation that the planning commission recommends to the legislative body.

(b) After providing notice as required by Subsection 10-20-205(1)(b) and holding a public meeting, the legislative body may adopt or reject the land use regulation described in Subsection (2)(a):

(i) as proposed by the planning commission; or

(ii) after making any revision the legislative body considers appropriate.

[~~(c) A legislative body may consider a planning commission's failure to make a timely recommendation as a negative recommendation if the legislative body has provided for that consideration by ordinance.~~]

(c) Beginning on September 15, 2026, a legislative body may adopt or reject a proposed land use regulation without waiting for a recommendation from the planning commission if:

(i) a land use applicant makes a request described in Subsection 10-20-905(2)(b); or

(ii) a legislative body determines that a planning commission has had adequate time to consider the land use regulation.

Section 10. Section **10-20-507** is amended to read:

10-20-507 (Effective 05/06/26). Classification of new and unlisted business uses.

(1) As used in this section:

(a) "Classification request" means a request to determine whether a proposed business

use aligns with an existing land use specified in a municipality's land use ordinances.

(b) "New or unlisted business use" means a business activity that does not align with an existing land use specified in a municipality's land use ordinances.

(2)(a) Each municipality shall incorporate into the municipality's land use ordinances a process for reviewing and approving a new or unlisted business use and designating an appropriate zone or zones for an approved use.

(b) The process described in Subsection (2)(a) shall:

(i) detail how an applicant may submit a classification request;

(ii) establish a procedure for the municipality to review a classification request, including:

(A) providing a land use authority with criteria to determine whether a proposed use aligns with an existing use;[~~and~~]

(B) allowing an applicant to proceed under the regulations of an existing use if a land use authority determines a proposed use aligns with that existing use; and

(C) providing the applicant an opportunity to appeal a land use authority's decision to a land use appeal authority;

(iii) provide that if a use is determined to be a new or unlisted business use:

(A) the applicant shall submit to the legislative body for review an application [~~for approval of the new or unlisted business use to the legislative body for review~~] requesting that the legislative body adopt a land use ordinance that permits the new or unlisted business as a permitted or conditional use;

(B) notwithstanding Subsection 10-20-503(2) or (3), the legislative body shall consider and [~~determine whether to~~]approve or deny [~~the new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A); and

(C) the legislative body shall approve or deny [~~the new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), within a time frame the legislative body establishes by ordinance, if the applicant responds to requests for additional information within a time frame established by the municipality and appears at required hearings;

(iv) provide that if the legislative body approves [~~a proposed new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), the legislative body shall designate an appropriate zone or zones for the approved use; and

(v) provide that if the legislative body denies [~~a proposed new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), or if an applicant disagrees

with the land use authority's classification of the proposed use, the legislative body shall:

(A) notify the applicant in writing of each reason for the classification or denial; and

(B) [~~offer the applicant an opportunity to challenge the classification or denial through an administrative appeal process established by the municipality~~] notify the applicant of the process for appealing the legislative body's decision in accordance with Section 10-20-1109.

(c) A municipality may not require an applicant who submits an application described in Subsection (2)(b)(iii)(A) to submit the application to the planning commission for consideration, review, or approval.

(3) Each municipality shall amend each land use ordinance that contains a list of approved or prohibited business uses to include a reference to the process for petitioning to approve a new or unlisted business use, as described in Subsection (2).

Section 11. Section **10-20-625** is enacted to read:

10-20-625 (Effective 05/06/26). Model homes and open houses.

(1) As used in this section:

(a) "Model home" means:

(i) a single-family home that the homebuilder uses to promote the sale or lease of another single-family home; or

(ii) a unit within a multi-family residential structure that the owner uses to promote the sale or lease of another unit within the multi-family residential structure.

(b) "Open house" means an event held by a homeowner, including an event in association with a real estate agent, architect, builder, or developer, to showcase a home, including the outdoor landscaping around the home.

(2) The legislative body of a municipality may not regulate a model home or open house differently than a residential use.

(3) Any ordinance regulating a model home or an open house differently than a residential use is void.

Section 12. Section **10-20-626** is enacted to read:

10-20-626 (Effective 05/06/26). Structure height.

(1) A municipality may regulate:

(a) the number of habitable stories that a structure may contain; and

(b) the overall height of a structure.

(2) If a land use authority approved a land use application for a commercial lodging structure on or before September 1, 2025, and the land use application is subject to land use regulations described in Subsection (1) that conflict, the land use authority may not limit the number of above-ground habitable stories the land use applicant builds within the maximum overall height that the land use authority approved for the structure.

Section 13. Section **10-20-806** is amended to read:

10-20-806 (Effective 05/06/26). Review of subdivision applications and subdivision improvement plans.

(1) As used in this section:

(a) "Review cycle" means the occurrence of:

(i) the applicant's submittal of a complete subdivision application;

(ii) the municipality's review of that subdivision application;

(iii) the municipality's response to that subdivision application, in accordance with this section; and

(iv) the applicant's reply to the municipality's response that addresses each of the municipality's required modifications or requests for additional information.

(b) "Subdivision application" means a land use application for the subdivision of land.

(c) "Subdivision improvement plans" means the civil engineering plans associated with required infrastructure improvements and municipally controlled utilities required for a subdivision.

(d) "Subdivision ordinance review" means review by a municipality to verify that a subdivision application meets the criteria of the municipality's ordinances.

(e) "Subdivision plan review" means a review of the applicant's subdivision improvement plans and other aspects of the subdivision application to verify that the application complies with municipal ordinances and applicable installation standards and inspection specifications for infrastructure improvements.

(2) The review cycle restrictions and requirements of this section do not apply to the review of subdivision applications affecting property within identified geological hazard areas.

(3)(a) A municipality may require a subdivision improvement plan to be submitted with a subdivision application.

(b) A municipality may not require a subdivision improvement plan to be submitted with both a preliminary subdivision application and a final subdivision application.

(4)(a) The review cycle requirements of this section apply:

(i) to the review of a preliminary subdivision application, if the municipality requires

a subdivision improvement plan to be submitted with a preliminary subdivision application; or

(ii) to the review of a final subdivision application, if the municipality requires a subdivision improvement plan to be submitted with a final subdivision application.

(b) A municipality may not, outside the review cycle, engage in a substantive review of required infrastructure improvements or a municipally controlled utility.

(5)(a) A municipality shall complete the initial review of a complete subdivision application submitted for ordinance review for a residential subdivision for single-family dwellings, two-family dwellings, or town homes:

(i) no later than 15 business days after the complete subdivision application is submitted, if the municipality has a population over 5,000; or

(ii) no later than 30 business days after the complete subdivision application is submitted, if the municipality has a population of 5,000 or less.

(b) A municipality shall maintain and publish a list of the items comprising the complete subdivision application, including:

(i) the application;

(ii) the owner's affidavit;

(iii) an electronic copy of all plans in PDF format;

(iv) the preliminary subdivision plat drawings; and

(v) a breakdown of fees due upon approval of the application.

(6) A municipality shall publish a list of the items that comprise a complete subdivision land use application.

(7) A municipality shall complete a subdivision plan review of a subdivision improvement plan that is submitted with a complete subdivision application for a residential subdivision for single-family dwellings, two-family dwellings, or town homes:

(a) within 20 business days after the complete subdivision application is submitted, if the municipality has a population over 5,000; or

(b) within 40 business days after the complete subdivision application is submitted, if the municipality has a population of 5,000 or less.

(8)(a) In reviewing a subdivision application, a municipality may require:

(i) additional information relating to an applicant's plans to ensure compliance with municipal ordinances and approved standards and specifications for construction of public improvements; and

(ii) modifications to plans that do not meet current ordinances, applicable standards

or specifications, or do not contain complete information.

(b) A municipality's request for additional information or modifications to plans under Subsection (8)(a)(i) or (ii) shall be specific and include citations to ordinances, standards, or specifications that require the modifications to subdivision improvement plans, and shall be logged in an index of requested modifications or additions.

(c) A municipality may not require more than four review cycles for a subdivision improvement plan review.

(d)(i) Subject to Subsection (8)(d)(ii), unless the change or correction is necessitated by the applicant's adjustment to a subdivision improvement plan or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in a municipality's subdivision improvement plan review is waived.

(ii) A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

(iii) If an applicant makes a material change to a subdivision improvement plan, the municipality has the discretion to restart the review process at the first review of the subdivision improvement plan review, but only with respect to the portion of the subdivision improvement plan that the material change substantively affects.

(e)(i) This Subsection (8)(e) applies if an applicant does not submit a revised subdivision improvement plan within :

(A) 20 business days after the municipality requires a modification or correction, if the municipality has a population over 5,000; or

(B) 40 business days after the municipality requires a modification or correction, if the municipality has a population of 5,000 or less.

(ii) If an applicant does not submit a revised subdivision improvement plan within the time specified in Subsection (8)(e)(i), a municipality has an additional 20 business days after the time specified in Subsection (7) to respond to a revised subdivision improvement plan.

(9) After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the municipality's previous review cycle, the municipality may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.

(10)(a) In addition to revised plans, an applicant shall provide a written explanation in response to the municipality's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any.

(b) The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.

(c) If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed.

(11)[~~(a)~~] If, on the fourth or final review, a municipality fails to respond within 20 business days, the municipality shall, upon request of the property owner, and within 10 business days after the day on which the request is received:

[~~(i)~~] (a) for a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection [~~10-20-911(5)(d)~~] 10-20-911(4)(d) to review and approve or deny the final revised set of plans; or

[~~(ii)~~] (b) for a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

Section 14. Section **10-20-807** is amended to read:

10-20-807 (Effective 05/06/26). Subdivision plat recording or development activity before required landscaping or infrastructure is completed -- Improvement completion assurance -- Improvement warranty.

(1) As used in this section:

(a) "Private landscaping plan" means a proposal:

(i) to install landscaping on a lot owned by a private individual or entity; and

(ii) submitted to a municipality by the private individual or entity, or on behalf of a private individual or entity, that owns the lot.

(b) "Public landscaping improvement" means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that:

(i) will be dedicated to and maintained by the municipality; or

(ii) are associated with and proximate to trail improvements that connect to planned or existing public infrastructure.

(2) A land use authority shall establish objective inspection standards for acceptance of a

public landscaping improvement or infrastructure improvement that the land use authority requires.

(3)(a) Except as provided in Subsection (3)(d) or (e), before an applicant conducts any development activity or records a plat, the applicant shall:

(i) complete any required public landscaping improvements or infrastructure improvements; or

(ii) post an improvement completion assurance for any required public landscaping improvements or infrastructure improvements.

(b) If an applicant elects to post an improvement completion assurance, the applicant shall, in accordance with Subsection (5), provide completion assurance for:

(i) completion of 100% of the required public landscaping improvements or infrastructure improvements; or

(ii) if the municipality has inspected and accepted a portion of the public landscaping improvements or infrastructure improvements, 100% of the incomplete or unaccepted public landscaping improvements or infrastructure improvements.

(c) A municipality shall:

(i) establish a minimum of two acceptable forms of completion assurance;

(ii)(A) if an applicant elects to post an improvement completion assurance, allow the applicant to post an assurance that meets the conditions of this chapter and any local ordinances; and

(B) beginning on May 7, 2025, if a municipality accepts cash deposits as a form of completion assurance and the applicant elects to post a new cash deposit as a form of completion assurance, place the cash deposit in an interest-bearing account upon receipt and return any earned interest to the applicant with the return of the completion assurance according to the conditions of this chapter and any local ordinances;

(iii) establish a system for the partial release of an improvement completion assurance as portions of required public landscaping improvements or infrastructure improvements are completed and accepted in accordance with local ordinance; and

(iv) issue or deny a building permit in accordance with Section 10-20-1001 based on the installation of public landscaping improvements or infrastructure improvements.

(d) A municipality may not require an applicant to post an improvement completion

assurance for:

(i) public landscaping improvements or an infrastructure improvement that the municipality has previously inspected and accepted;

(ii) infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements adopted in a land use regulation;

(iii) in a municipality where ordinances require all infrastructure improvements within the area to be private, infrastructure improvements within a development that the municipality requires to be private;

(iv) landscaping improvements that are not public landscaping improvements, unless the landscaping improvements and completion assurance are required under the terms of a development agreement;

(v) a private landscaping plan;

(vi) landscaping improvements or infrastructure improvements that an applicant elects to install at the applicant's own risk:

(A) before the plat is recorded;

(B) in accordance with inspections required by the municipality for the infrastructure improvement; and

(C) in accordance with final civil engineering plan approval by the municipality; or

(vii) any individual public landscaping improvement or individual infrastructure improvement when the individual public landscaping improvement or individual infrastructure improvement is also included as part of a separate improvement completion assurance.

(e)(i) A municipality may not:

(A) prohibit an applicant from installing a public landscaping improvement or an infrastructure improvement when the municipality has approved final civil engineering plans for the development activity or plat for which the public landscaping improvement or infrastructure improvement is required; or

(B) require an applicant to sign an agreement, release, or other document inconsistent with this chapter as a condition of posting an improvement completion assurance, security for an improvement warranty, or receiving a building permit.

(ii) Notwithstanding Subsection (3)(e)(i)(A), public infrastructure improvements and

infrastructure improvements that are installed by an applicant are subject to inspection by the municipality in accordance with the municipality's adopted inspection standards.

(f)(i) Each improvement completion assurance and improvement warranty posted by an applicant with a municipality shall be independent of any other improvement completion assurance or improvement warranty posted by the same applicant with the municipality.

(ii) Subject to Section 10-20-905, if an applicant has posted a form of security with a municipality for more than one infrastructure improvement or public landscaping improvement, the municipality may not withhold acceptance of an applicant's required subdivision improvements, public landscaping improvement, infrastructure improvements, or the performance of warranty work for the same applicant's failure to complete a separate subdivision improvement, public landscaping improvement, infrastructure improvement, or warranty work under a separate improvement completion assurance or improvement warranty.

(4)(a) Except as provided in Subsection (4)(c), as a condition for increased density or other entitlement benefit not currently available under the existing zone, a municipality may require a completion assurance bond for landscaped amenities and common area that are dedicated to and maintained by a homeowners association.

(b) Any agreement regarding a completion assurance bond under Subsection (4)(a) between the applicant and the municipality shall be memorialized in a development agreement.

(c) A municipality may not require a completion assurance bond for or dictate who installs or is responsible for the cost of the landscaping of residential lots or the equivalent open space surrounding single-family attached homes, whether platted as lots or common area.

(5) The sum of the improvement completion assurance required under Subsections (3) and (4) may not exceed the sum of:

(a) 100% of the estimated cost of the public landscaping improvements or infrastructure improvements, as evidenced by an engineer's estimate or licensed contractor's bid; and

(b) 10% of the amount of the bond to cover administrative costs incurred by the municipality to complete the improvements, if necessary.

(6)(a) Upon an applicant's written request that the land use authority accept or reject the

applicant's installation of required subdivision improvements or performance of warranty work as set forth in Section 10-20-905, and for the duration of each improvement warranty period, the municipality may require the applicant to:

(i) execute an improvement warranty for the improvement warranty period; and

(ii) post a cash deposit, surety bond, letter of credit, or other similar security, as required by the municipality, in the amount of up to 10% of the lesser of the:

(A) municipal engineer's original estimated cost of completion; or

(B) applicant's reasonable proven cost of completion.

(b) A municipality may not require the payment of the deposit of the improvement warranty assurance described in Subsection (6)(a)(i) for an infrastructure improvement or public landscaping improvement before the applicant indicates through written request that the applicant has completed the infrastructure improvement or public landscaping improvement.

(7) When a municipality accepts an improvement completion assurance for public landscaping improvements or infrastructure improvements for a development in accordance with Subsection (3)(c)(ii), the municipality may not deny an applicant a building permit if the development meets the requirements for the issuance of a building permit under the building code and fire code.

(8) A municipality may not require the submission of a private landscaping plan as part of an application for a building permit.

(9) The provisions of this section do not supersede the terms of a valid development agreement, an adopted phasing plan, or the [~~state construction code~~] State Construction Code.

Section 15. Section **10-20-902** is amended to read:

10-20-902 (Effective 05/06/26). Applicant's entitlement to land use application approval -- Municipality's requirements and limitations -- Vesting upon submission of development plan and schedule.

(1)(a)(i) An applicant who has submitted a complete land use application as described in Subsection (1)(c), including the payment of all application fees, is entitled to substantive review of the application under the land use regulations:

(A) in effect on the date that the application is complete; and

(B) applicable to the application or to the information shown on the application.

(ii) An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use

decisions, and development standards in effect when the applicant submits a complete application and pays application fees, unless:

(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or

(B) in the manner provided by local ordinance and before the applicant submits the application, the municipality formally initiates proceedings to amend the municipality's land use regulations in a manner that would prohibit approval of the application as submitted.

(b) The municipality shall process an application without regard to proceedings the municipality initiated to amend the municipality's ordinances as described in Subsection (1)(a)(ii)(B) if:

(i) 180 days have passed since the municipality initiated the proceedings; and

(ii)(A) the proceedings have not resulted in an enactment that prohibits approval of the application as submitted; or

(B) during the 12 months before the municipality processing the application, or multiple applications of the same type, are impaired or prohibited under the terms of a temporary land use regulation adopted under Section 10-20-504.

(c) A land use application is considered submitted and complete when the applicant provides the application in a form that complies with the requirements of applicable ordinances and pays all applicable fees.

(d) A subsequent incorporation of a municipality or a petition that proposes the incorporation of a municipality does not affect a land use application approved by a county in accordance with Section 17-79-803.

(e) Unless a phasing sequence is required in an executed development agreement, a municipality shall, without regard to any other separate and distinct land use application, accept and process a complete land use application.

(f) The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence.

(g) A municipality may not impose on an applicant who has submitted a complete application a requirement that is not expressed in:

(i) this chapter;

(ii) a municipal ordinance in effect on the date that the applicant submits a complete application, subject to Subsection 10-20-902(1)(a)(ii); or

(iii) a municipal specification for public improvements applicable to a subdivision or development that is in effect on the date that the applicant submits an application.

(h) A municipality may not impose on a holder of an issued land use permit or a final, unexpired subdivision plat a requirement that is not expressed:

(i) in a land use permit;

(ii) on the subdivision plat;

(iii) in a document on which the land use permit or subdivision plat is based;

(iv) in the written record evidencing approval of the land use permit or subdivision plat;

(v) in this chapter;

(vi) in a municipal ordinance; or

(vii) in a municipal specification for residential roadways in effect at the time a residential subdivision was approved.

(i) Except as provided in Subsection (1)(j) or (k), a municipality may not withhold issuance of a certificate of occupancy or acceptance of subdivision improvements because of an applicant's failure to comply with a requirement that is not expressed:

(i) in the building permit or subdivision plat, documents on which the building permit or subdivision plat is based, or the written record evidencing approval of the land use permit or subdivision plat; or

(ii) in this chapter or the municipality's ordinances.

(j) A municipality may not unreasonably withhold issuance of a certificate of occupancy where an applicant has met all requirements essential for the public health, public safety, and general welfare of the occupants, in accordance with this chapter, unless:

(i) the applicant and the municipality have agreed in a written document to the withholding of a certificate of occupancy; or

(ii) the applicant has not provided a financial assurance for required and uncompleted public landscaping improvements or infrastructure improvements in accordance with an applicable local ordinance.

(k) A municipality may not conduct a final inspection required before issuing a certificate of occupancy for a residential unit that is within the boundary of an infrastructure financing district, as defined in Section 17B-1-102, until the applicant for the certificate of occupancy provides adequate proof to the municipality that any

lien on the unit arising from the infrastructure financing district's assessment against the unit under Title 11, Chapter 42, Assessment Area Act, has been released after payment in full of the infrastructure financing district's assessment against that unit.

(l) A municipality:

(i) may require the submission of a private landscaping plan, as defined in Section 10-20-807, before landscaping is installed; and

(ii) may not withhold an applicant's building permit or certificate of occupancy because the applicant has not submitted a private landscaping plan.

(2) A municipality is bound by the terms and standards of applicable land use regulations and shall comply with mandatory provisions of those regulations.

(3)(a) Beginning on October 1, 2026, and except as provided in Subsection (3)(b), a municipality shall publish on the municipality's website an application checklist for each land use application type that includes a checklist of all required plans and documents that make a complete application.

(b) A municipality that does have a maintained and active website shall provide for inspection of the information described in Subsection (3)(a) at the municipality's place of business during normal business hours.

[~~(3)~~] (4) A municipality may not, as a condition of land use application approval, require a person filing a land use application to obtain documentation regarding a school district's willingness, capacity, or ability to serve the development proposed in the land use application.

[~~(4)~~] (5) Upon a specified public agency's submission of a development plan and schedule as required in Subsection 10-20-304(8) that complies with the requirements of that subsection, the specified public agency vests in the municipality's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and land use regulations in effect on the date of submission.

[~~(5)~~] (6)(a) If sponsors of a referendum timely challenge a project in accordance with Subsection 20A-7-601(6), the project's affected owner may rescind the project's land use approval by delivering a written notice:

(i) to the local clerk as defined in Section 20A-7-101; and

(ii) no later than seven days after the day on which a petition for a referendum is determined sufficient under Subsection 20A-7-607(5).

(b) Upon delivery of a written notice described in Subsection [~~(5)(a)~~] (6)(a) the following are rescinded and are of no further force or effect:

(i) the relevant land use approval; and

(ii) any land use regulation enacted specifically in relation to the land use approval.

[~~(6)~~] (7)(a) After issuance of a building permit, a municipality may not:

(i) change or add to the requirements expressed in the building permit, unless the change or addition is:

(A) requested by the building permit holder; or

(B) necessary to comply with an applicable state building code; or

(ii) revoke the building permit or take action that has the effect of revoking the building permit.

(b) Subsection [~~(6)(a)~~] (7)(a) does not prevent a municipality from issuing a building permit that contains an expiration date defined in the building permit.

Section 16. Section **10-20-910** is amended to read:

10-20-910 (Effective 05/06/26). Provisions applicable to a provider of culinary or secondary water.

A provider of culinary or secondary water that commits to provide a water service required by a land use application process is subject to the following as if it were a municipality:

(1) Subsections 10-20-904(5) and (6);

(2) Section 10-20-905;[~~ and~~]

(3) Section 10-20-911; and

(4) Section 10-20-912.

Section 17. Section **10-20-911** is amended to read:

10-20-911 (Effective 05/06/26). Exactions -- Requirement to offer to original owner property acquired by exaction -- Exaction for right-of-way improvements -- Improvement completion assurance requirements.

(1) A municipality may impose an exaction or exactions on development proposed in a land use application, including, subject to [~~Subsection (3)~~] Section 10-20-912, an exaction for a water interest, if:

(a) an essential link exists between a legitimate governmental interest and each exaction; and

(b) each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

(2) If a land use authority imposes an exaction for another governmental entity:

(a) the governmental entity shall request the exaction; and

(b) the land use authority shall transfer the exaction to the governmental entity for which

it was exacted.

[~~(3)(a)(i) Subject to the requirements of this Subsection (3), a municipality shall base an exaction for a water interest on the culinary water authority's established calculations of projected water interest requirements.~~]

[~~(ii) Except as described in Subsection (3)(a)(iii), a culinary water authority shall base an exaction for a culinary water interest on:~~]

[~~(A) consideration of the system-wide minimum sizing standards established for the culinary water authority by the Division of Drinking Water in accordance with Section 19-4-114; and~~]

[~~(B) the number of equivalent residential connections associated with the culinary water demand for each specific development proposed in the development's land use application, applying lower exactions for developments with lower equivalent residential connections as demonstrated by at least five years of usage data for like land uses within the municipality.~~]

[~~(iii) A municipality may impose an exaction for a culinary water interest that results in less water being exacted than would otherwise be exacted under Subsection (3)(a)(ii) if the municipality, at the municipality's sole discretion, determines there is good cause to do so.~~]

[~~(iv)(A) A municipality shall make public the methodology used to comply with Subsection (3)(a)(ii)(B).~~]

[~~(B) A land use applicant may appeal to the municipality's governing body an exaction calculation used by the municipality under Subsection (3)(a)(ii).~~]

[~~(C) A land use applicant may present data and other information that illustrates a need for an exaction recalculation and the municipality's governing body shall respond with due process.~~]

[~~(v) Upon an applicant's request, the culinary water authority shall provide the applicant with the basis for the culinary water authority's calculations under Subsection (3)(a)(i) on which an exaction for a water interest is based.~~]

[~~(b) A municipality may not impose an exaction for a water interest if the culinary water authority's existing available water interests exceed the water interests needed to meet the reasonable future water requirement of the public, as determined under Subsection 73-1-4(2)(f).~~]

[~~(4)~~] (3)(a) If a municipality plans to dispose of surplus real property that was acquired under this section and has been owned by the municipality for less than 15 years, the

municipality shall first offer to reconvey the property, without receiving additional consideration, to the person who granted the property to the municipality.

(b) A person to whom a municipality offers to reconvey property under Subsection [~~(4)(a)~~] (3)(a) has 90 days to accept or reject the municipality's offer.

(c) If a person to whom a municipality offers to reconvey property declines the offer, the municipality may offer the property for sale.

(d) Subsection [~~(4)(a)~~] (3)(a) does not apply to the disposal of property acquired by exaction by a community reinvestment agency.

[~~(5)~~] (4)(a) A municipality may not, as part of an infrastructure improvement, require the installation of pavement on a residential roadway at a width in excess of 32 feet.

(b) Subsection [~~(5)(a)~~] (4)(a) does not apply if a municipality requires the installation of pavement in excess of 32 feet:

(i) in a vehicle turnaround area;

(ii) in a cul-de-sac;

(iii) to address specific traffic flow constraints at an intersection, mid-block crossings, or other areas;

(iv) to address an applicable general or master plan improvement, including transportation, bicycle lanes, trails, or other similar improvements that are not included within an impact fee area;

(v) to address traffic flow constraints for service to or abutting higher density developments or uses that generate higher traffic volumes, including community centers, schools, and other similar uses;

(vi) as needed for the installation or location of a utility which is maintained by the municipality and is considered a transmission line or requires additional roadway width;

(vii) for third-party utility lines that have an easement preventing the installation of utilities maintained by the municipality within the roadway;

(viii) for utilities over 12 feet in depth;

(ix) for roadways with a design speed that exceeds 25 miles per hour;

(x) as needed for flood and stormwater routing;

(xi) as needed to meet fire code requirements for parking and hydrants; or

(xii) as needed to accommodate street parking.

(c) Nothing in this section shall be construed to prevent a municipality from approving a road cross section with a pavement width less than 32 feet.

(d)(i) A land use applicant may appeal a municipal requirement for pavement in excess of 32 feet on a residential roadway.

(ii) A land use applicant that has appealed a municipal specification for a residential roadway pavement width in excess of 32 feet may request that the municipality assemble a panel of qualified experts to serve as the appeal authority for purposes of determining the technical aspects of the appeal.

(iii) Unless otherwise agreed by the applicant and the municipality, the panel described in Subsection [~~(5)(d)(ii)~~] (4)(d)(ii) shall consist of the following three experts:

(A) one licensed engineer, designated by the municipality;

(B) one licensed engineer, designated by the land use applicant; and

(C) one licensed engineer, agreed upon and designated by the two designated engineers under Subsections [~~(5)(d)(iii)(A)~~] (4)(d)(iii)(A) and (B).

(iv) A member of the panel assembled by the municipality under Subsection [~~(5)(d)(ii)~~] (4)(d)(ii) may not have an interest in the application that is the subject of the appeal.

(v) The land use applicant shall pay:

(A) 50% of the cost of the panel; and

(B) the municipality's published appeal fee.

(vi) The decision of the panel is a final decision, subject to a petition for review under Subsection [~~(5)(d)(vii)~~] (4)(d)(vii).

(vii) In accordance with Section 10-20-1109, a land use applicant or the municipality may file a petition for review of the decision with the district court within 30 days after the date that the decision is final.

[~~(6) A provider of culinary or secondary water that commits to provide a water service required by a land use application process is subject to the provisions of this section the same as if the provider were a municipality.~~]

Section 18. Section **10-20-912** is enacted to read:

10-20-912 (Effective 05/06/26). Exactions for water rights.

(1) Subject to the requirements of this section, a municipality shall base an exaction for a water interest on the culinary water authority's established calculations of projected water interest requirements.

(2) Except as provided in Subsection (3), a culinary water authority shall base an exaction for a culinary water interest on:

(a) consideration of the system-wide minimum sizing standards established for the culinary water authority by the Division of Drinking Water under Section 19-4-114; and

(b) the number of equivalent residential connections associated with the culinary water demand for each specific development proposed in the development's land use application, applying lower exactions for developments with lower equivalent residential connections as demonstrated by at least five years of usage data for like land uses within the municipality.

(3) If a municipality determines, in the sole discretion of the municipality, that good cause exists, the municipality may impose an exaction for a culinary water interest that results in less water being exacted than would otherwise be exacted under Subsection (2).

(4)(a) A municipality shall make public the methodology used to comply with Subsection (2)(b).

(b) A land use applicant may submit a request to the municipality's legislative body to review an exaction calculation used by the municipality under Subsection (2).

(c) A land use applicant may present data and other information that illustrates a need for an exaction recalculation and the municipality's legislative body shall respond with due process.

(5) Upon an applicant's request, the culinary water authority shall provide the applicant with the basis for the culinary water authority's calculations under Subsection (2) on which an exaction for a water interest is based.

(6)(a) A municipality may not impose an exaction for a water interest if:

(i) the culinary water authority's existing available water interests exceed the water interests needed to meet the reasonable future water requirement of the public; or

(ii) the municipality or the municipality's culinary water authority does not have a written plan in accordance with Subsection (6)(b).

(b) Beginning on January 1, 2028, a municipality shall determine the municipality's water interests needed to meet the reasonable future water requirement of the public by completing a written plan described in Subsection 73-1-4(2)(f).

(7) A provider of culinary or secondary water that commits to provide a water service required by a land use application process is subject to the provisions of this section and Section 10-20-911 the same as if the provider were a municipality.

Section 19. Section **10-20-1001** is amended to read:

10-20-1001 (Effective 05/06/26). Enforcement -- Limitations on a municipality's

ability to enforce an ordinance by withholding a permit or certificate.

(1)(a) A municipality or [~~an adversely affected party~~] a land use applicant may, in addition to other remedies provided by law, institute:

(i) injunctions, mandamus, abatement, or any other appropriate actions; or

(ii) proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.

(b) A municipality need only establish the violation to obtain the injunction.

(2)(a) Except as provided in Subsections (3) [~~though~~] through (6), a municipality may enforce the municipality's ordinance by withholding a building permit or certificate of occupancy.

(b) It is an infraction to erect, construct, reconstruct, alter, or change the use of any building or other structure within a municipality without approval of a building permit.

(c) A municipality may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all regulations then in effect.

(d) A municipality may require an applicant to maintain and repair a temporary fire apparatus road during the construction of a structure accessed by the temporary fire apparatus road in accordance with the municipality's adopted standards.

(e) A municipality may require temporary signs to be installed at each street intersection once construction of a new roadway allows passage by a motor vehicle.

(f) A municipality may adopt and enforce any appendix of the International Fire Code, 2021 Edition.

(3)(a) A municipality may not deny an applicant a building permit or certificate of occupancy because the applicant has not completed an infrastructure improvement:

(i) unless the infrastructure improvement is essential to meet the requirements for the issuance of a building permit or certificate of occupancy under Title 15A, State Construction and Fire Codes Act; and

(ii) for which the municipality has accepted an improvement completion assurance for a public landscaping improvement, as defined in Section 10-20-807, or an infrastructure improvement for the development.

(b) For purposes of Subsection (3)(a)(i), notwithstanding Section 15A-5-205.6, infrastructure improvement that is essential means:

(i) for a building permit:

(A) operable fire hydrants installed in a manner that is consistent with the

municipality's adopted engineering standards; and

(B) for temporary roads used during construction, a properly compacted road base installed in a manner consistent with the municipality's adopted engineering standards;

(ii) for a certificate of occupancy, at the discretion of the municipality, at least one of the following:

(A) a permanent road;

(B) a temporary road covered with asphalt or concrete; or

(C) another method for accessing a structure consistent with Appendix D of the International Fire Code; and

(iii) public infrastructure necessary for the health, life, and safety of the occupant.

(c) A municipality may not adopt an engineering standard that requires an applicant to install a permanent road or a temporary road with asphalt or concrete before receiving a building permit.

(4) A municipality may not deny an applicant a building permit or certificate of occupancy for failure to:

(a) submit a private landscaping plan, as defined in Section 10-20-807; or

(b) complete a landscaping improvement that is not a public landscaping improvement, as defined in Section 10-20-807.

(5) A municipality may not withhold a building permit based on the lack of completion of a portion of a public sidewalk to be constructed within a public right-of-way serving a lot where a single-family or two-family residence or town home is proposed in a building permit application if an improvement completion assurance has been posted for the incomplete portion of the public sidewalk.

(6) A municipality may not prohibit the construction of a single-family or two-family residence or town home, withhold recording a plat, or withhold acceptance of a public landscaping improvement, as defined in Section 10-20-807, or an infrastructure improvement based on the lack of installation of a public sidewalk if an improvement completion assurance has been posted for the public sidewalk.

(7) A municipality may not redeem an improvement completion assurance securing the installation of a public sidewalk sooner than 18 months after the date the improvement completion assurance is posted.

(8) A municipality shall allow an applicant to post an improvement completion assurance for a public sidewalk separate from an improvement completion assurance for:

(a) another infrastructure improvement; or

(b) a public landscaping improvement, as defined in Section 10-20-807.

(9) A municipality may withhold a certificate of occupancy for a single-family or two-family residence or town home until the portion of the public sidewalk to be constructed within a public right-of-way and located immediately adjacent to the single-family or two-family residence or town home is completed and accepted by the municipality.

Section 20. Section **10-20-1101** is amended to read:

10-20-1101 (Effective 05/06/26). Appeal authority required -- Condition precedent to judicial review -- Appeal authority duties.

(1)(a) [~~Each~~] Subject to Subsection (1)(d), each municipality adopting a land use ordinance shall, by ordinance, establish one or more appeal authorities.

(b) An appeal authority described in Subsection (1)(a) shall hear and decide:

(i) requests for [~~variances~~] a variance from [~~the terms of~~] a land use [~~ordinances~~] ordinance;

(ii) appeals from a land use [~~decisions~~] decision applying a land use [~~ordinances~~] ordinance; and

(iii) appeals from a fee charged in accordance with Section 10-20-904.

(c) An appeal authority described in Subsection (1)(a) may not hear an appeal from the enactment of a land use regulation.

(d) Beginning on July 1, 2026, a city described in Subsection 10-20-302(5)(a)(i) may not designate the city's legislative body as an appeal authority.

(e) Notwithstanding Subsection (1)(d), a legislative body shall continue to be the appeal authority for an appeal if:

(i) a land use ordinance designated the legislative body as the appeal authority when the appellant filed the appeal; and

(ii) the appellant filed the appeal on or before June 30, 2026.

(2) As a condition precedent to judicial review, each adversely affected party or land use applicant shall timely and specifically challenge a land use authority's land use decision, in accordance with local ordinance.

(3) An appeal authority described in Subsection (1)(a):

(a) shall:

(i) act in a quasi-judicial manner; and

(ii) serve as the final arbiter of issues involving the interpretation or application of a

land use [~~ordinances~~] ordinance; and

(b) may not entertain an appeal of a matter in which the appeal authority, or any participating member, had first acted as the land use authority.

(4) By ordinance, a municipality may:

(a) designate a separate appeal authority to hear requests for variances than the appeal authority the municipality designates to hear appeals;

(b) designate one or more separate appeal authorities to hear distinct types of appeals of land use authority decisions;

(c) require an adversely affected party to present to an appeal authority every theory of relief that the adversely affected party can raise in district court; and

[~~(d) not require a land use applicant or adversely affected party to pursue duplicate or successive appeals before the same or separate appeal authorities as a condition of an appealing party's duty to exhaust administrative remedies; and~~]

[~~(e)~~] (d) provide that specified types of land use decisions may be appealed directly to the district court.

(5) A municipality may not:

(a) require a public hearing for a request for a variance or land use appeal[~~.~~] ; or

(b) require a land use applicant or adversely affected party to pursue successive appeals before the same or separate appeal authorities as a condition of an appealing party's duty to exhaust administrative remedies.

(6) If the municipality establishes or, before the effective date of this chapter, has established a multiperson board, body, or panel to act as an appeal authority, at a minimum the board, body, or panel shall:

(a) notify each of the members of the board, body, or panel of any meeting or hearing of the board, body, or panel;

(b) provide each of the members of the board, body, or panel with the same information and access to municipal resources as any other member;

(c) convene only if a quorum of the members of the board, body, or panel is present; and

(d) act only upon the vote of a majority of the convened members of the board, body, or panel.

Section 21. Section **10-20-1105** is repealed and reenacted to read:

10-20-1105 (Effective 05/06/26). Burden of proof.

In an appeal described in this part:

(1) if the appellant is a land use applicant, the appellant has the burden of proving that the

land use authority's land use decision is illegal or is not supported by substantial evidence; or

(2) if the appellant is an adversely affected party, the appellant has the burden of proving that the land use authority's land use decision is illegal, or that the factual findings are clearly erroneous.

Section 22. Section **10-20-1106** is amended to read:

10-20-1106 (Effective 05/06/26). Due process.

(1) [~~Each~~] An appeal authority shall conduct each appeal and variance request as provided in local ordinance.

(2) [~~Each~~] An appeal authority shall respect the due process rights of [~~each of the participants~~] an appeal participant.

(3) An appeal authority may only allow the following people to present or speak during an appeal hearing:

(a) the appellant or the appellant's representatives;

(b) the land use applicant or the land use applicant's representatives; and

(c) the municipality's representatives.

Section 23. Section **10-20-1107** is amended to read:

10-20-1107 (Effective 05/06/26). Scope of review of factual matters on appeal -- Appeal authority requirements.

(1) A municipality may, by ordinance, designate the scope of review of factual matters for appeals of land use authority decisions.

(2) If the municipality fails to designate a scope of review of factual matters, the appeal authority shall review the [~~matter~~] factual matters de novo, without deference to the land use authority's determination of the factual matters.

(3) If the scope of review of factual matters is on the record, the appeal authority shall determine whether the record on appeal includes substantial evidence for each essential finding of fact.

(4) The appeal authority shall:

(a) determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations; and

(b) interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

(5)(a) An appeal authority's land use decision is a quasi-judicial act.

(b) [~~A~~] Except as provided in Subsection (5)(c), a legislative body may act as an appeal

authority unless both the legislative body and the appealing party agree to allow a third party to act as the appeal authority.

(c) Beginning on July 1, 2026, the legislative body of a city described in Subsection 10-20-302(5)(a)(i) may not act as an appeal authority unless:

(i) a land use ordinance designated the legislative body as the appeal authority when the appellant filed the appeal; and

(ii) the appellant filed the appeal on or before June 30, 2026.

(6) Only a decision in which a land use authority has applied a land use regulation to a particular land use application, person, or parcel may be appealed to an appeal authority.

Section 24. Section **10-20-1109** is amended to read:

10-20-1109 (Effective 05/06/26). No district court review until administrative remedies exhausted -- Time for filing -- Tolling of time -- Standards governing court review -- Record on review -- Staying of decision.

(1) [~~No~~] A person may challenge in district court a land use decision [~~until that~~] if the person has exhausted the person's administrative remedies as provided in this part, if applicable.

(2)(a) Subject to Subsection (1), a land use applicant or adversely affected party may file a petition for review of a land use decision with the district court within 30 days after the decision is final.

(b)(i) The time under Subsection (2)(a) to file a petition is tolled from the date a property owner files a request for arbitration of a constitutional taking issue with the property rights ombudsman under Section 13-43-204 until 30 days after:

(A) the arbitrator issues a final award; or

(B) the property rights ombudsman issues a written statement under Subsection 13-43-204(3)(b) declining to arbitrate or to appoint an arbitrator.

(ii) A tolling under Subsection (2)(b)(i) operates only as to the specific constitutional taking issue that is the subject of the request for arbitration filed with the property rights ombudsman by a property owner.

(iii) A request for arbitration filed with the property rights ombudsman after the time under Subsection (2)(a) to file a petition has expired does not affect the time to file a petition.

(3)(a) A court shall:

(i) presume that a land use regulation properly enacted under the authority of this chapter is valid; and

(ii) determine only whether:

(A) the land use regulation is expressly preempted by, or was enacted contrary to, state or federal law; and

(B) it is reasonably debatable that the land use regulation is consistent with this chapter.

(b) A court shall presume that a final land use decision of a land use authority or an appeal authority is valid unless the land use decision is:

(i) arbitrary and capricious; or

(ii) illegal.

(c)(i) A land use decision is arbitrary and capricious if the land use decision is not supported by substantial evidence in the record.

(ii) A land use decision is illegal if the land use decision:

(A) is based on an incorrect interpretation of a land use regulation;

(B) conflicts with the authority granted by this title; or

(C) is contrary to law.

(d)(i) A court may affirm or reverse a land use decision.

(ii) If the court reverses a land use decision, the court shall remand the matter to the land use authority with instructions to issue a land use decision consistent with the court's ruling.

(4) The provisions of Subsection (2)(a) apply from the date on which the municipality takes final action on a land use application, if the municipality conformed with the notice provisions of Part 2, Notice, or for any person who had actual notice of the pending land use decision.

(5) If the municipality has complied with Section 10-20-205, a challenge to the enactment of a land use regulation[~~or~~] , general plan, or specified land use law may not be filed with the district court more than 30 days after the enactment.

(6) A challenge to a land use decision is barred unless the challenge is filed within 30 days after the land use decision is final.

(7)(a) The land use authority or appeal authority, as the case may be, shall transmit to the reviewing court the record of the proceedings of the land use authority or appeal authority, including the minutes, findings, orders, and, if available, a true and correct transcript of the proceedings.

(b) If the proceeding was recorded, a transcript of that recording is a true and correct transcript for purposes of this Subsection (7).

(8)(a)(i) If there is a record, the district court's review is limited to the record

provided by the land use authority or appeal authority, as the case may be.

(ii) The court may not accept or consider any evidence outside the record of the land use authority or appeal authority, as the case may be, unless that evidence was offered to the land use authority or appeal authority, respectively, and the court determines that the evidence was improperly excluded.

(b) If there is no record, the court may call witnesses and take evidence.

(9)(a) The filing of a petition does not stay the land use decision of the land use authority or appeal authority, as the case may be.

(b)(i) Before filing a petition under this section or a request for mediation or arbitration of a constitutional taking issue under Section 13-43-204, a land use applicant may petition the appeal authority to stay the appeal authority's land use decision.

(ii) Upon receipt of a petition to stay, the appeal authority may order the appeal authority's land use decision stayed pending district court review if the appeal authority finds the order to be in the best interest of the municipality.

(iii) After a petition is filed under this section or a request for mediation or arbitration of a constitutional taking issue is filed under Section 13-43-204, the petitioner may seek an injunction staying the appeal authority's land use decision.

(10) If the court determines that a party initiated or pursued a challenge to a land use decision on a land use application in bad faith, the court may award attorney fees.

Section 25. Section **10-21-101** is amended to read:

10-21-101 (Effective 05/06/26). Definitions.

As used in this part:

(1) "Accessory dwelling unit" means a habitable living unit added to, created within, or detached from a single-family dwelling and contained on one lot or parcel.

(2) "Accessory structure" means a detached structure located on the same lot or parcel as a principal structure and is incidental and subordinate to the size and use of the principal structure.

(3) "Affordable housing" means housing offered for sale at 80% or less of the median county home price for housing of that type.

[~~(2)~~] (4) "Agency" means the same as that term is defined in Section 17C-1-102.

[~~(3)~~] (5) "Applicable metropolitan planning organization" means the metropolitan planning organization that has jurisdiction over the area in which a fixed guideway public transit station is located.

[~~(4)~~] (6) "Applicable public transit district" means the public transit district, as defined in Section 17B-2a-802, of which a fixed guideway public transit station is included.

[~~(5)~~] (7) "Base taxable value" means a property's taxable value as shown upon the assessment roll last equalized during the base year.

[~~(6)~~] (8) "Base year" means, for a proposed home ownership promotion zone area, a year beginning the first day of the calendar quarter determined by the last equalized tax roll before the adoption of the home ownership promotion zone.

(9) "Detached accessory dwelling unit" means an accessory dwelling unit that is not attached to or within a primary detached single-family dwelling and located on the same lot or parcel as the primary detached single-family dwelling.

[~~(7)~~] (10) "Division" means the Housing and Community Development Division within the Department of Workforce Services.

[~~(8)~~] (11) "Existing fixed guideway public transit station" means a fixed guideway public transit station for which construction begins before June 1, 2022.

[~~(9)~~] (12) "Fixed guideway" means the same as that term is defined in Section 59-12-102.

[~~(10)~~] (13) "Home ownership promotion zone" means a home ownership promotion zone created in accordance with this part.

[~~(11)~~] (14) "Implementation plan" means the implementation plan adopted as part of the moderate income housing element of a specified municipality's general plan as provided in Subsection 10-21-201(4).

[~~(12)~~] (15) "Initial report" or "initial moderate income housing report" means the one-time report described in Subsection 10-21-202(1).

[~~(13)~~] (16) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(a) within a primary dwelling;

(b) within the footprint of the primary dwelling described in [~~Subsection (13)(a)~~] Subsection (16)(a) at the time the internal accessory dwelling unit is created; and

(c) for the purpose of offering a long-term rental of 30 consecutive days or longer.

[~~(14)~~] (17) "Moderate income housing strategy" means a strategy described in Subsection 10-21-201(3)(a)(iii).

[~~(15)~~] (18) "New fixed guideway public transit station" means a fixed guideway public transit station for which construction begins on or after June 1, 2022.

[~~(16)~~] (19) "Participant" means the same as that term is defined in Section 17C-1-102.

[~~(17)~~] (20) "Participation agreement" means the same as that term is defined in Section 17C-1-102.

[~~(18)~~] (21)(a) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(b) "Primary dwelling" includes a garage if the garage:

(i) is a habitable space; and

(ii) is connected to the primary dwelling by a common wall.

[~~(19)~~] (22) "Project improvements" means the same as that term is defined in Section 11-36a-102.

[~~(20)~~] (23) "Qualifying land use petition" means a petition:

(a) that involves land located within a station area for an existing public transit station that provides rail services;

(b) that involves land located within a station area for which the municipality has not yet satisfied the requirements of Subsection 10-21-203(1)(a);

(c) that proposes the development of an area greater than five contiguous acres, with no less than 51% of the acreage within the station area;

(d) that would require the municipality to amend the municipality's general plan or change a zoning designation for the land use application to be approved;

(e) that would require a higher density than the density currently allowed by the municipality;

(f) that proposes the construction of new residential units, at least 10% of which are dedicated to moderate income housing; and

(g) for which the land use applicant requests the municipality to initiate the process of satisfying the requirements of Subsection 10-21-203(1)(a) for the station area in which the development is proposed, subject to Subsection 10-21-203(2)(d).

[~~(21)~~] (24) "Report" means an initial report or a subsequent progress report.

[~~(22)~~] (25) "Specified municipality" means:

(a) a city of the first, second, third, or fourth class; or

(b) a city of the fifth class with a population of 5,000 or more, if the city is located within a county of the first, second, or third class.

[~~(23)~~] (26)(a) "Station area" means:

(i) for a fixed guideway public transit station that provides rail services, the area within a one-half mile radius of the center of the fixed guideway public transit station platform; or

(ii) for a fixed guideway public transit station that provides bus services only, the

area within a one-fourth mile radius of the center of the fixed guideway public transit station platform.

(b) "Station area" includes any parcel bisected by the radius limitation described in [~~Subsection (a)(i)~~] Subsection (26)(a)(i) or (ii).

[~~(24)~~] (27) "Station area plan" means a plan that:

(a) establishes a vision, and the actions needed to implement that vision, for the development of land within a station area; and

(b) is developed and adopted in accordance with this section.

[~~(25)~~] (28) "Subsequent progress report" means the annual report described in Subsection 10-21-202(2).

[~~(26)~~] (29) "System improvements" means the same as that term is defined in Section 11-36a-102.

[~~(27)~~] (30) "Tax commission" means the State Tax Commission created in Section 59-1-201.

[~~(28)~~] (31)(a) "Tax increment" means the difference between:

(i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a home ownership promotion zone, using the current assessed value and each taxing entity's current certified tax rate as defined in Section 59-2-924; and

(ii) the amount of property tax revenue that would be generated from that same area using the base taxable value and each taxing entity's current certified tax rate as defined in Section 59-2-924.

(b) "Tax increment" does not include property revenue from:

(i) a multicounty assessing and collecting levy described in Subsection 59-2-1602(2); or

(ii) a county additional property tax described in Subsection 59-2-1602(4).

[~~(29)~~] (32) "Taxing entity" means the same as that term is defined in Section 17C-1-102.

Section 26. Section **10-21-304** is enacted to read:

10-21-304 (Effective 10/01/26). Detached accessory dwelling units.

(1)(a) A specified municipality shall adopt a land use regulation that permits a detached accessory dwelling unit on any lot or parcel that is 11,000 square feet or larger and contains a single-family dwelling, if the single-family dwelling is a permitted use on the lot or parcel.

(b) This section does not prohibit a municipality from adopting a land use regulation that permits a detached accessory dwelling unit on a lot or parcel that is smaller than

11,000 square feet.

(2) A land use regulation described in Subsection (1) shall:

(a) require that a detached accessory dwelling unit comply with all applicable building, health, and fire codes; and

(b) include a process for the owner of a legally constructed accessory structure to convert the accessory structure to a detached accessory dwelling unit subject to applicable:

(i) dwelling and accessory structure setback requirements; and

(ii) building, health, and fire codes.

(3) A land use regulation described in Subsection (1) may not:

(a) require a conditional use permit for a detached accessory dwelling unit if the proposed detached accessory dwelling unit is located in a primarily residential zone;

(b) require more than two on-site parking spaces assigned to a detached accessory dwelling unit that is 650 square feet or larger;

(c) require more than one on-site parking space assigned to a detached accessory dwelling unit that is smaller than 650 square feet; or

(d) include design standards for a detached accessory dwelling unit that conflict with Section 10-20-618.

(4) A land use regulation described in Subsection (1) may:

(a) require a detached accessory dwelling unit to:

(i) conform to applicable land use regulations that regulate structure size, dimension, height, and maximum lot coverage;

(ii) conform to setback requirements, that may take into account proximity to property lines and other structures, easements, window orientation, massing, or other elements; and

(iii) be designed consistent with the design of the single-family dwelling;

(b) prohibit a detached accessory dwelling unit from being:

(i) larger in size than the single-family dwelling located on the same lot or parcel;

(ii) located within a public utility easement or other recorded easement;

(iii) located in a front-yard area of a lot or parcel; or

(iv) rented for less than 90 consecutive days;

(c) require that the owner of a lot or parcel where a detached accessory dwelling unit is located reside in the detached single-family dwelling or detached accessory dwelling unit located on the lot or parcel;

(d) require that when a detached garage is converted to a detached accessory dwelling unit, any parking spaces required for the single-family dwelling that were located within the detached garage are replaced on-site;

(e) prohibit more than one accessory dwelling unit on a lot or parcel; and

(f) prohibit a detached accessory dwelling unit if:

(i) the detached accessory dwelling unit will not have adequate access to a required utility service that is a project improvement, including sanitary sewer, culinary water, electrical, or storm water; or

(ii) a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the detached accessory dwelling unit is required to connect does not have sufficient capacity to support the addition of the detached accessory dwelling unit to the utility service system improvements.

(5) This section does not supersede:

(a) a land use regulation that regulates a detached accessory building that is not a detached accessory dwelling unit;

(b) prohibitions or restrictions on detached accessory dwelling units in a development agreement signed by a municipality on or before May 6, 2026; or

(c) a land use regulation or administrative action that:

(i) is not prohibited by law; and

(ii) relates to a detached accessory dwelling unit.

Section 27. Section **13-43-205** is amended to read:

13-43-205 (Effective 05/06/26). Advisory opinion.

(1) A local government, private entity, or a potentially aggrieved person may, in accordance with Section 13-43-206, request a written advisory opinion:

(a) from a neutral third party to determine compliance with:

(i) Sections 10-20-506, 10-20-507, 10-20-602, 10-20-604, 10-20-605, 10-20-902, 10-20-904, 10-20-905, 10-20-910, 10-20-911, 10-20-912, and 10-20-1003;

(ii) Sections 17-79-506, 17-79-507, 17-79-601, 17-79-602, 17-79-603, 17-79-803, 17-79-804, 17-79-805, 17-79-811, 17-79-812, 17-79-813, and 17-79-903; and

(iii) Title 11, Chapter 36a, Impact Fees Act; and

(b) at any time before:

(i) a final decision on a land use application by a local appeal authority under Title 11, Chapter 36a, Impact Fees Act, or Section 10-20-1108 or 17-79-1008;

(ii) the deadline for filing an appeal with the district court under Title 11, Chapter

36a, Impact Fees Act, or Section 10-20-1109 or 17-79-1009, if no local appeal authority is designated to hear the issue that is the subject of the request for an advisory opinion; or

(iii) the enactment of an impact fee, if the request for an advisory opinion is a request to review and comment on a proposed impact fee facilities plan or a proposed impact fee analysis as defined in Section 11-36a-102.

(2) A private property owner may, in accordance with Section 13-43-206, request a written advisory opinion from a neutral third party to determine if a condemning entity:

(a) is in occupancy of the owner's property;

(b) is occupying the property:

(i) for a public use authorized by law; and

(ii) without colorable legal or equitable authority; and

(c) continues to occupy the property without the owner's consent, the occupancy would constitute a taking of private property for a public use without just compensation.

(3) An advisory opinion issued under Subsection (2) may justify an award of attorney fees against a condemning entity in accordance with Section 13-43-206 only if the court finds that the condemning entity:

(a) does not have a colorable claim or defense for the entity's actions; and

(b) continued occupancy without payment of just compensation and in disregard of the advisory opinion.

Section 28. Section **17-79-102** is amended to read:

17-79-102 (Effective 05/06/26). Definitions.

As used in this chapter:

(1) "Accessory dwelling unit" means a habitable living unit added to, created within, or detached from a primary single-family dwelling and contained on one lot.

(2) "Adversely affected party" means a person other than a land use applicant who:

(a) owns real property adjoining the property that is the subject of a land use application or land use decision; or

(b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

(3) "Affected entity" means a county, municipality, special district, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Title 11, Chapter 13, Interlocal Cooperation Act, specified property owner, property owner's association, public utility, or the Department

of Transportation, if:

(a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;

(b) the entity has filed with the county a copy of the entity's general or long-range plan; or

(c) the entity has filed with the county a request for notice during the same calendar year and before the county provides notice to an affected entity in compliance with a requirement imposed under this chapter.

(4) "Affected owner" means the owner of real property that is:

(a) a single project; and

(b) the subject of a land use approval that:

(i) sponsors of a referendum timely challenged in accordance with Subsection 20A-7-601(6); and

[~~(c)~~] (ii) is determined to be legally referable under Section 20A-7-602.8.

(5) "Appeal authority" means the person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or a variance.

(6) "Billboard" means a freestanding ground sign located on industrial, commercial, or residential property if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.

[~~(7) "Building code adoption cycle" means the period of time beginning the day on which a specific edition of a construction code from a nationally recognized code authority is adopted and effective in Title 15A, State Construction and Fire Codes Act, until the day before a new edition of a construction code is adopted and effective in Title 15A, State Construction and Fire Codes Act.~~]

[~~(8)~~] (7)(a) "Boundary adjustment" means an agreement between adjoining property owners to relocate a common boundary that results in a conveyance of property between the adjoining lots, adjoining parcels, or adjoining lots and parcels.

(b) "Boundary adjustment" does not mean a modification of a lot or parcel boundary that:

(i) creates an additional lot or parcel; or

(ii) is made by the Department of Transportation.

[~~(9)~~] (8)(a) "Boundary establishment" means an agreement between adjoining property owners to clarify the location of an ambiguous, uncertain, or disputed common

boundary.

(b) "Boundary establishment" does not mean a modification of a lot or parcel boundary that:

(i) creates an additional lot or parcel; or

(ii) is made by the Department of Transportation.

(9) "Building code adoption cycle" means the period of time beginning the day on which a specific edition of a construction code from a nationally recognized code authority is adopted and effective in Title 15A, State Construction and Fire Codes Act, until the day before a new edition of a construction code is adopted and effective in Title 15A, State Construction and Fire Codes Act.

(10)(a) "Charter school" means:

(i) an operating charter school;

(ii) a charter school applicant that a charter school authorizer approves in accordance with Title 53G, Chapter 5, Part 3, Charter School Authorization; or

(iii) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.

(b) "Charter school" does not include a therapeutic school.

(11) "Chief executive officer" means the person or body that exercises the executive powers of the county.

(12) "Conditional use" means a land use that, because of the unique characteristics or potential detrimental impact of the land use on the county, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

(13) "Constitutional taking" means a governmental action that results in a taking of private property [~~so that~~] where compensation to the property owner[~~ of the property~~] is required by the:

(a) Fifth or Fourteenth Amendment [~~of~~] to the Constitution of the United States; or

(b) Utah Constitution, Article I, Section 22.

(14) "Conveyance document" means an instrument that:

(a) meets the definition of "document" in Section 57-1-1; and

(b) meets the requirements of Section 57-1-45.5.

(15) "Conveyance of property" means the transfer of ownership of any portion of real property from one person to another person.

(16) "County utility easement" means an easement that:

(a) a plat recorded in a county recorder's office described as a county utility easement or otherwise as a utility easement;

(b) is not a protected utility easement or a public utility easement as defined in Section 54-3-27;

(c) the county or the county's affiliated governmental entity owns or creates; and

(d)(i) either:

(A) no person uses or occupies; or

(B) the county or the county's affiliated governmental entity uses and occupies to provide a utility service, including sanitary sewer, culinary water, electrical, storm water, or communications or data lines; or

(ii) a person uses or occupies with or without an authorized franchise or other agreement with the county.

(17) "Culinary water authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

(18) "Department of Transportation" means the entity created in Section 72-1-201.

(19) "Development activity" means:

(a) any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities;

(b) any change in use of a building or structure that creates additional demand and need for public facilities; or

(c) any change in the use of land that creates additional demand and need for public facilities.

(20)(a) "Development agreement" means a written agreement or amendment to a written agreement between a county and one or more parties that regulates or controls the use or development of a specific area of land.

(b) "Development agreement" does not include an improvement completion assurance.

(21)(a) "Disability" means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

(b) "Disability" does not include current illegal use of, or addiction to, any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. Sec. 802.

(22) "Document" means the same as that term is defined in Section 57-1-1.

(23) "Educational facility":

(a) means:

(i) a school district's building at which pupils assemble to receive instruction in a program for any combination of grades from preschool through grade 12, including kindergarten and a program for children with disabilities;

(ii) a structure or facility:

(A) located on the same property as a building described in Subsection (23)(a)(i); and

(B) used in support of the use of that building; and

(iii) a building to provide office and related space to a school district's administrative personnel; and

(b) does not include:

(i) land or a structure, including land or a structure for inventory storage, equipment storage, food processing or preparing, vehicle storage or maintenance, or similar use that is:

(A) not located on the same property as a building described in Subsection (23)(a)(i); and

(B) used in support of the purposes of a building described in Subsection (23)(a)(i); or

(ii) a therapeutic school.

(24) "Establishment document" means an instrument that:

(a) meets the definition of "document" in Section 57-1-1; and

(b) meets the requirements of Section 57-1-45.

[~~(25) "Full boundary adjustment" means a boundary adjustment that is not a simple boundary adjustment.~~]

[~~(26)~~] (25) "Fire authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of fire protection and suppression services for the subject property.

[~~(27)~~] (26) "Flood plain" means land that:

(a) is within the 100-year flood plain designated by the Federal Emergency Management Agency; or

(b) has not been studied or designated by the Federal Emergency Management Agency but presents a likelihood of experiencing chronic flooding or a catastrophic flood event because the land has characteristics that are similar to those of a 100-year flood

plain designated by the Federal Emergency Management Agency.

(27) "Full boundary adjustment" means a boundary adjustment that is not a simple boundary adjustment.

(28) "Gas corporation" has the same meaning as defined in Section 54-2-1.

(29) "General plan" means a document that a county adopts that sets forth general guidelines for proposed future development of:

(a) the unincorporated land within the county; or

(b) for a mountainous planning district, the land within the mountainous planning district.

(30) "Geologic hazard" means:

(a) a surface fault rupture;

(b) shallow groundwater;

(c) liquefaction;

(d) a landslide;

(e) a debris flow;

(f) unstable soil;

(g) a rock fall; or

(h) any other geologic condition that presents a risk:

(i) to life;

(ii) of substantial loss of real property; or

(iii) of substantial damage to real property.

(31) "Home-based microschool" means the same as that term is defined in Section 53G-6-201.

(32) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance to connect to a county water, sewer, storm water, power, or other utility system.

(33)(a) "Identical plans" means floor plans submitted to a county that:

(i) are submitted within the same building code adoption cycle as floor plans that were previously approved by the county;

(ii) have no structural differences from floor plans that were previously approved by the county; and

(iii) describe a building that:

(A) is located on land zoned the same as the land on which the building described in the previously approved plans is located;

(B) has a substantially identical floor plan to a floor plan previously approved by the county; and

(C) does not require any engineering or analysis beyond a review to confirm the submitted floor plans are substantially identical to a floor plan previously approved by the county or a review of the site plan and associated geotechnical reports for the site.

(b) "Identical plans" include floor plans that are oriented differently as the floor plan that was previously approved by the county.

(34) "Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act.

(35) "Improvement completion assurance" means a surety bond, letter of credit, financial institution bond, cash, assignment of rights, lien, or other equivalent security required by a county to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to:

(a) recording a subdivision plat; or

(b) development of a commercial, industrial, mixed use, or multifamily project.

(36) "Improvement warranty" means an applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:

(a) complies with the county's written standards for design, materials, and workmanship; and

(b) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.

(37) "Improvement warranty period" means a period:

(a) no later than one year after a county's acceptance of required public landscaping; or

(b) no later than one year after a county's acceptance of required infrastructure, unless the county:

(i) determines, based on accepted industry standards and for good cause, that a one-year period would be inadequate to protect the public health, safety, and welfare; and

(ii) has substantial evidence, on record:

(A) of prior poor performance by the applicant; or

(B) that the area upon which the infrastructure will be constructed contains suspect soil and the county has not otherwise required the applicant to mitigate the suspect soil.

(38) "Infrastructure improvement" means permanent infrastructure that is essential for the public health and safety or that:

(a) is required for human consumption; and

(b) an applicant shall install:

(i) in accordance with published installation and inspection specifications for public improvements; and

(ii) as a condition of:

(A) recording a subdivision plat;

(B) obtaining a building permit; or

(C) developing a commercial, industrial, mixed use, condominium, or multifamily project.

(39) "Internal lot restriction" means a platted note, platted demarcation, or platted designation that:

(a) runs with the land; and

(b)(i) creates a restriction that is enclosed within the perimeter of a lot described on the plat; or

(ii) designates a development condition that is enclosed within the perimeter of a lot described on the plat.

(40) "Interstate pipeline company" means a person or entity engaged in natural gas transportation subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act, 15 U.S.C. Sec. 717 et seq.

(41) "Intrastate pipeline company" means a person or entity engaged in natural gas transportation that is not subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act, 15 U.S.C. Sec. 717 et seq.

(42) "Land use applicant" means a property owner, or the property owner's designee, who submits a land use application regarding the property owner's land.

(43) "Land use application":

(a) means an application that is:

(i) required by a county; and

(ii) submitted by a land use applicant to obtain a land use decision; and

(b) does not mean an application to enact, amend, or repeal a land use regulation.

(44) "Land use authority" means:

(a) a person, board, commission, agency, or body, including the local legislative body, designated by the local legislative body to act upon a land use application; or

(b) if the local legislative body has not designated a person, board, commission, agency, or body, the local legislative body.

(45) "Land use decision" means an administrative decision of a land use authority or appeal authority regarding:

(a) a land use permit;

(b) a land use application; or

(c) the enforcement of a land use regulation, land use permit, or development agreement.

(46) "Land use permit" means a permit issued by a land use authority.

(47) "Land use regulation":

(a) means a legislative decision enacted by ordinance, law, code, map, resolution, engineering or development standard, specification for public improvement, fee, or rule that governs the use or development of land;

(b) includes the adoption or amendment of a zoning map or the text of the zoning code; and

(c) does not include:

(i) a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or

(ii) a temporary revision to an engineering specification that does not materially:

(A) increase a land use applicant's cost of development compared to the existing specification; or

(B) impact a land use applicant's use of land.

(48) "Legislative body" means the county legislative body, or for a county that has adopted an alternative form of government, the body exercising legislative powers.

(49) "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.

(50) "Major transit investment corridor" means public transit service that uses or occupies:

(a) public transit rail right-of-way;

(b) dedicated road right-of-way for the use of public transit, such as bus rapid transit; or

(c) fixed-route bus corridors subject to an interlocal agreement or contract between a municipality or county and:

(i) a public transit district as defined in Section 17B-2a-802; or

(ii) an eligible political subdivision as defined in Section 59-12-2202.

(51) "Micro-education entity" means the same as that term is defined in Section 53G-6-201.

(52) "Moderate income housing" means housing occupied or reserved for occupancy by

households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the housing is located.

(53) "Mountainous planning district" means an area designated by a county legislative body in accordance with Section 17-79-408.

(54) "Nominal fee" means a fee that reasonably reimburses a county only for time spent and expenses incurred in:

(a) verifying that building plans are identical plans; and

(b) reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.

(55) "Noncomplying structure" means a structure that:

(a) legally existed before the structure's current land use designation; and

(b) because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations that govern the use of land.

(56) "Nonconforming use" means a use of land that:

(a) legally existed before the land's current land use designation;

(b) has been maintained continuously since the time the land use ordinance regulation governing the land changed; and

(c) because of one or more subsequent land use ordinance changes, does not conform to the regulations that now govern the use of the land.

(57) "Official map" means a map drawn by county authorities and recorded in the county recorder's office that:

(a) shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;

(b) provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and

(c) has been adopted as an element of the county's general plan.

(58) "Parcel" means any real property that is not a lot.

(59) "Person" means an individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.

(60) "Plan for moderate income housing" means a written document adopted by a county legislative body that includes:

(a) an estimate of the existing supply of moderate income housing located within the

county;

(b) an estimate of the need for moderate income housing in the county for the next five years;

(c) a survey of total residential land use;

(d) an evaluation of how existing land uses and zones affect opportunities for moderate income housing; and

(e) a description of the county's program to encourage an adequate supply of moderate income housing.

(61) "Planning advisory area" means a contiguous, geographically defined portion of the unincorporated area of a county established under this part with planning and zoning functions as exercised through the planning advisory area planning commission, as provided in this chapter, but with no legal or political identity separate from the county and no taxing authority.

(62) "Plat" means an instrument subdividing property into lots as depicted on a map or other graphical representation of lands that a licensed professional land surveyor makes and prepares in accordance with Section 17-79-703 or 57-8-13.

(63) "Potential geologic hazard area" means an area that:

(a) is designated by a Utah Geological Survey map, county geologist map, or other relevant map or report as needing further study to determine the area's potential for geologic hazard; or

(b) has not been studied by the Utah Geological Survey or a county geologist but presents the potential of geologic hazard because the area has characteristics similar to those of a designated geologic hazard area.

(64) "Property owner" means a person that holds legal title in real property.

[~~(64)~~] (65) "Public agency" means:

(a) the federal government;

(b) the state;

(c) a county, municipality, school district, special district, special service district, or other political subdivision of the state; or

(d) a charter school.

[~~(65)~~] (66) "Public hearing" means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

[~~(66)~~] (67) "Public meeting" means a meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings Act.

[~~(67)~~] (68) "Public street" means a public right-of-way, including a public highway, public avenue, public boulevard, public parkway, public road, public lane, public alley, public viaduct, public subway, public tunnel, public bridge, public byway, other public transportation easement, or other public way.

[~~(68)~~] (69) "Receiving zone" means an unincorporated area that a county designates, by ordinance, as an area in which an owner of land may receive a transferable development right.

[~~(69)~~] (70) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-73-504.

[~~(70)~~] (71) "Residential facility for persons with a disability" means a residence:

(a) in which more than one person with a disability resides; and

(b) which is licensed or certified by the Department of Health and Human Services under:

(i) Title 26B, Chapter 2, Part 1, Human Services Programs and Facilities; or

(ii) Title 26B, Chapter 2, Part 2, Health Care Facility Licensing and Inspection.

[~~(71)~~] (72) "Residential roadway" means a public local residential road that:

(a) will serve primarily to provide access to adjacent primarily residential areas and property;

(b) is designed to accommodate minimal traffic volumes or vehicular traffic;

(c) is not identified as a supplementary to a collector or other higher system classified street in an approved municipal street or transportation master plan;

(d) has a posted speed limit of 25 miles per hour or less;

(e) does not have higher traffic volumes resulting from connecting previously separated areas of the municipal road network;

(f) cannot have a primary access, but can have a secondary access, and does not abut lots intended for high volume traffic or community centers, including schools, recreation centers, sports complexes, or libraries; and

(g) primarily serves traffic within a neighborhood or limited residential area and is not necessarily continuous through several residential areas.

[~~(72)~~] (73) "Rules of order and procedure" means a set of rules that govern and prescribe in a public meeting:

(a) parliamentary order and procedure;

(b) ethical behavior; and

(c) civil discourse.

[~~(73)~~] (74) "Sanitary sewer authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.

[~~(74)~~] (75) "Sending zone" means an unincorporated area that a county designates, by ordinance, as an area from which an owner of land may transfer a transferable development right.

[~~(75)~~] (76) "Simple boundary adjustment" means a boundary adjustment that does not:

(a) affect a public right-of-way, county utility easement, or other public property;

(b) affect an existing easement, onsite wastewater system, or an internal lot restriction; or

(c) result in a lot or parcel out of conformity with land use regulations.

[~~(76)~~] (77) "Site plan" means a document or map that may be required by a county during a preliminary review before the issuance of a building permit to demonstrate that an owner's or developer's proposed development activity meets a land use requirement.

[~~(77)~~] (78)(a) "Special district" means an entity under Title 17B, Limited Purpose Local Government Entities - Special Districts.

(b) "Special district" includes a governmental or quasi-governmental entity that is not a county, municipality, school district, or the state.

(79) "Specific land use law" means a requirement or restriction on the use of a specific parcel in a development agreement that a legislative body approves with the consent of an affected property owner.

[~~(78)~~] (80) "Specified public agency" means:

(a) the state;

(b) a school district; or

(c) a charter school.

[~~(79)~~] (81) "Specified public utility" means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1.

[~~(80)~~] (82) "State" includes any department, division, or agency of the state.

[~~(81)~~] (83)(a) "Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

(b) "Subdivision" includes:

(i) the division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless

of whether the division includes all or a portion of a parcel or lot; and

(ii) except as provided in Subsection [~~(81)(c)~~] (83)(c), divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

(c) "Subdivision" does not include:

(i) a bona fide division or partition of agricultural land for agricultural purposes;

(ii) a recorded conveyance document:

(A) consolidating multiple lots or parcels into one legal description encompassing all lots by reference to a recorded plat and all parcels by metes and bounds description; or

(B) joining a lot to a parcel;

(iii) a bona fide division or partition of land in a county other than a first class county for the purpose of siting, on one or more of the resulting separate parcels:

(A) an electrical transmission line or a substation;

(B) a natural gas pipeline or a regulation station; or

(C) an unmanned telecommunications, microwave, fiber optic, electrical, or other utility service regeneration, transformation, retransmission, or amplification facility;

(iv) a bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division:

(A) is in anticipation of future land use approvals on the parcel or parcels;

(B) does not confer any land use approvals; and

(C) has not been approved by the land use authority;

(v) a boundary adjustment;

(vi) a boundary establishment;

(vii) a road, street, or highway dedication plat;

(viii) a deed or easement for a road, street, or highway purpose; or

(ix) any other division of land authorized by law.

[~~(82)~~] (84)(a) "Subdivision amendment" means an amendment to a recorded subdivision in accordance with Section 17-79-711 that:

(i) vacates all or a portion of the subdivision;

(ii) increases the number of lots within the subdivision;

(iii) alters a public right-of-way, a public easement, or public infrastructure within the subdivision; or

(iv) alters a common area or other common amenity within the subdivision.

(b) "Subdivision amendment" does not include a simple boundary adjustment.

[~~(83)~~] (85) "Substantial evidence" means evidence that:

(a) is beyond a scintilla; and

(b) a reasonable mind would accept as adequate to support a conclusion.

[~~(84)~~] (86) "Suspect soil" means soil that has:

(a) a high susceptibility for volumetric change, typically clay rich, having more than a 3% swell potential;

(b) bedrock units with high shrink or swell susceptibility; or

(c) gypsiferous silt and clay, gypsum, or bedrock units containing abundant gypsum commonly associated with dissolution and collapse features.

[~~(85)~~] (87) "Therapeutic school" means a residential group living facility:

(a) for four or more individuals who are not related to:

(i) the owner of the facility; or

(ii) the primary service provider of the facility;

(b) that serves students who have a history of failing to function:

(i) at home;

(ii) in a public school; or

(iii) in a nonresidential private school; and

(c) that offers:

(i) room and board; and

(ii) an academic education integrated with:

(A) specialized structure and supervision; or

(B) services or treatment related to a disability, an emotional development, a behavioral development, a familial development, or a social development.

[~~(86)~~] (88) "Transferable development right" means a right to develop and use land that originates by an ordinance that authorizes a [~~land~~] property owner in a designated sending zone to transfer land use rights from a designated sending zone to a designated receiving zone.

[~~(87)~~] (89) "Unincorporated" means the area outside of the incorporated area of a municipality.

[~~(88)~~] (90) "Water interest" means any right to the beneficial use of water, including:

(a) each of the rights listed in Section 73-1-11; and

(b) an ownership interest in the right to the beneficial use of water represented by:

(i) a contract; or

(ii) a share in a water company, as defined in Section 73-3-3.5.

[~~(89)~~] (91) "Zoning map" means a map, adopted as part of a land use ordinance, that depicts land use zones, overlays, or districts.

Section 29. Section **17-79-205** is amended to read:

17-79-205 (Effective 05/06/26). Notice of public hearings and public meetings on adoption or modification of land use regulation.

(1) Each county shall give:

(a) notice of the date, time, and place of the first public hearing to consider the adoption or modification of a land use regulation; and

(b) notice of each public meeting on the subject.

(2) Each notice of a public hearing under Subsection (1)(a) shall be:

(a) mailed to each affected entity at least 10 calendar days before the public hearing; and

(b)(i) provided for the area affected by the land use ordinance changes, as a class B notice under Section 63G-30-102, for at least 10 calendar days before the day of the public hearing; or

(ii) if the proposed land use ordinance adoption or modification is ministerial in nature, as described in Subsections (6)(a) and (b), provided as a class A notice under Section 63G-30-102 for at least 10 calendar days before the day of the public hearing.

(3) In addition to the notice requirements described in Subsections (1) and (2), for any proposed modification to the text of a zoning code, the notice posted in accordance with Subsection (2) shall:

(a) include:

(i) a summary of the effect of the proposed modifications to the text of the zoning code designed to be understood by a lay person; or

(ii) a direct link to the county's webpage where a person can find a summary of the effect of the proposed modifications to the text of the zoning code designed to be understood by a lay person; and

(b) be provided to any person upon written request.

(4) Each notice of a public meeting under Subsection (1)(b) shall be at least 24 hours before the hearing and shall be published for the county, as a class A notice under Section 63G-30-102, for at least 24 hours.

(5)(a) A county shall send a courtesy notice to each owner of private real property

whose property is located entirely or partially within the proposed zoning map enactment or amendment at least 10 days before the scheduled day of the public hearing.

(b) The notice shall:

(i) identify with specificity each owner of record of real property that will be affected by the proposed zoning map or map amendments;

(ii) state the current zone in which the real property is located;

(iii) state the proposed new zone for the real property;

(iv) provide information regarding or a reference to the proposed regulations, prohibitions, and permitted uses that the property will be subject to if the zoning map or map amendment is adopted;

(v) state that the owner of real property may no later than 10 days after the day of the first public hearing file a written objection to the inclusion of the owner's property in the proposed zoning map or map amendment;

(vi) state the address where the property owner should file the protest;

(vii) notify the property owner that each written objection filed with the county will be provided to the county legislative body; and

(viii) state the location, date, and time of the public hearing described in Section 17-79-502.

(c) If a county mails notice to a property owner under Subsection (2)(b)(i) for a public hearing on a zoning map or map amendment, the notice required in this Subsection (5) may be included in or part of the notice described in Subsection (2)(b)(i) rather than sent separately.

(6)(a) [~~A~~] For purposes of the notice requirements in Subsection (2)(b) only, a proposed land use ordinance is ministerial in nature if the proposed land use ordinance change is to:

(i) bring the county's land use ordinances into compliance with a state or federal law;

(ii) adopt a county land use update that affects:

(A) an entire zoning district; or

(B) multiple zoning districts;

(iii) adopt a non-substantive, clerical text amendment to an existing land use ordinance;

(iv) recodify the county's existing land use ordinances; or

(v) designate or define an affected area for purposes of a boundary adjustment or

annexation.

(b) A proposed land use ordinance may include more than one of the purposes described in Subsection (6)(a) and remain ministerial in nature.

(c) If a proposed land use ordinance includes an adoption or modification not described in Subsection (6)(a):

(i) the proposed land use ordinance is not ministerial in nature, even if the proposed land use ordinance also includes a change or modification described in Subsection (6)(a); and

(ii) the notice requirements of Subsection (2)(b)(i) apply.

Section 30. Section **17-79-301** is amended to read:

17-79-301 (Effective 05/06/26). Ordinance establishing planning commission required -- Exception -- Ordinance requirements -- Planning advisory area planning commission -- Compensation.

(1)(a) Except as provided in Subsection (1)(b), each county shall enact an ordinance establishing a countywide planning commission for the unincorporated areas of the county not within a planning advisory area.

(b) Subsection (1)(a) does not apply if all of the county is included within any combination of:

(i) municipalities;

(ii) planning advisory areas each with a separate planning commission; and

(iii) mountainous planning districts.

(c)(i) Notwithstanding Subsection (1)(a), a county that designates a mountainous planning district shall enact an ordinance, subject to Subsection (1)(c)(ii), establishing a planning commission that has jurisdiction over the entire mountainous planning district.

(ii) A planning commission described in Subsection (1)(c)(i) has jurisdiction subject to a local health department exercising the local health department's authority in accordance with Title 26A, Chapter 1, Local Health Departments, and a municipality exercising the municipality's authority in accordance with Section 10-8-15.

(iii) The ordinance shall require that members of the planning commission be appointed by the county executive with the advice and consent of the county legislative body.

(2)(a) Notwithstanding Subsection (1)(b), the county legislative body of a county of the

first or second class that includes more than one planning advisory area each with a separate planning commission may enact an ordinance that:

(i) dissolves each planning commission within the county; and

(ii) establishes a countywide planning commission that has jurisdiction over:

(A) each planning advisory area within the county; and

(B) the unincorporated areas of the county not within a planning advisory area.

(b) A countywide planning commission established under Subsection (2)(a) shall assume the duties of each dissolved planning commission.

(3)(a) The ordinance described in Subsection (1)(a), (1)(c), or (2)(a) shall[~~, define~~]:

(i) include the number and terms of the planning commission members and, if the county chooses, alternate members;

(ii) [~~the mode of appointment~~] provide procedures for appointing a planning commission member;

(iii) [~~the~~] provide procedures for filling vacancies on the planning commission;

(iv) [~~, and removal from office~~] provide procedures for removing a planning commission member from the planning commission;

(v) except as provided in Subsection (3)(a)(vi), describe the causes for which a planning commission member may be removed from the planning commission, which shall include:

(A) using public funds for a political purpose under Title 20A, Chapter 11, Part 12, Political Activities of Public Entities Act;

(B) violating a provision of Title 10, Chapter 3, Part 13, Municipal Officers' and Employees' Ethics Act; and

(C) acting with the intent to influence a land use decision or an appeal of a pending land use application in a manner that creates actual impermissible bias or an unacceptable risk of impermissible bias in the planning commission member's administrative or quasi-judicial duties;

(vi) provide that a planning commission member deliberating about a specific pending land use application in a planning commission meeting with municipal staff, an elected official, or the land use applicant is not cause for removing a planning commission member from the planning commission;

(vii) provide requirements for when a planning commission member shall recuse oneself from deliberating or voting on certain land use applications;

[~~(iv)~~] (viii) define the authority of the planning commission;

[~~(v)~~] (ix) subject to Subsection (3)(b), [~~the~~] include rules of order and procedure for use by the planning commission in a public meeting; and

[~~(vi)~~] (x) include other details relating to the organization and procedures of the planning commission.

(b) Subsection [~~(3)(a)(v)~~] (3)(a)(ix) does not affect the planning commission's duty to comply with Title 52, Chapter 4, Open and Public Meetings Act.

(4)(a)(i) If the county establishes a planning advisory area planning commission, the county legislative body shall enact an ordinance that defines:

(A) appointment procedures;

(B) procedures for filling vacancies and removing members from office;

(C) subject to Subsection (4)(a)(ii), the rules of order and procedure for use by the planning advisory area planning commission in a public meeting; and

(D) details relating to the organization and procedures of each planning advisory area planning commission.

(ii) Subsection (4)(a)(i)(C) does not affect the planning advisory area planning commission's duty to comply with Title 52, Chapter 4, Open and Public Meetings Act.

(b) The planning commission for each planning advisory area shall consist of seven members who shall be appointed by:

(i) in a county operating under a form of government in which the executive and legislative functions of the governing body are separated, the county executive with the advice and consent of the county legislative body; or

(ii) in a county operating under a form of government in which the executive and legislative functions of the governing body are not separated, the county legislative body.

(c)(i) Members shall serve four-year terms and until their successors are appointed and qualified.

(ii) Notwithstanding the provisions of Subsection (4)(c)(i), members of the first planning commissions shall be appointed so that, for each commission, the terms of at least one member and no more than two members expire each year.

(d)(i) Each member of a planning advisory area planning commission shall be a registered voter residing within the planning advisory area.

(ii) Subsection (4)(d)(i) does not apply to a member described in Subsection (5)(a) if that member was, before May 12, 2015, authorized to reside outside of the

planning advisory area.

(5)(a) A member of a planning commission who was elected to and served on a planning commission on May 12, 2015, shall serve out the term to which the member was elected.

(b) Upon the expiration of an elected term described in Subsection (5)(a), the vacant seat shall be filled by appointment in accordance with this section.

(6) Upon the appointment of all members of a planning advisory area planning commission, each planning advisory area planning commission under this section shall begin to exercise the powers and perform the duties provided in Section 17-79-302 with respect to all matters then pending that previously had been under the jurisdiction of the countywide planning commission or planning advisory area planning and zoning board.

(7) The legislative body may authorize a member of a planning commission to receive per diem and travel expenses for meetings actually attended, in accordance with Section 11-55-103.

Section 31. Section **17-79-302** is amended to read:

17-79-302 (Effective 05/06/26). Planning commission powers and duties -- Training requirements.

(1) Each countywide, planning advisory area, or mountainous planning district planning commission shall, with respect to the unincorporated area of the county, the planning advisory area, or the mountainous planning district, review and make a recommendation to the county legislative body for:

(a) a general plan and amendments to the general plan;

(b) land use regulations, including:

(i) ordinances regarding the subdivision of land within the county; and

(ii) amendments to existing land use regulations;

(c) an appropriate delegation of power to at least one designated land use authority to hear and act on a land use application;

(d) an appropriate delegation of power to at least one appeal authority to hear and act on an appeal from a decision of the land use authority; and

(e) application processes that:

(i) may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and

(ii) shall protect the right of each:

(A) land use applicant and adversely affected party to require formal consideration of any application by a land use authority; and

(B) land use applicant or adversely affected party to appeal a land use authority's decision to a separate appeal authority[~~; and~~] .

[~~(C) participant to be heard in each public hearing on a contested application.~~]

(2) Before making a recommendation to a legislative body on an item described in Subsection (1)(a) or (b), the planning commission shall hold a public hearing in accordance with Section 17-79-404.

(3) A legislative body may adopt, modify, or reject a planning commission's recommendation to the legislative body under this section.

[~~(4) A legislative body may consider a planning commission's failure to make a timely recommendation as a negative recommendation.~~]

[~~(5)~~] (4) Nothing in this section limits the right of a county to initiate or propose the actions described in this section.

[~~(6)~~] (5)(a)(i) This Subsection [~~(6)~~] (5) applies to a county that:

(A) is a county of the first, second, or third class; and

(B) has a population in the county's unincorporated areas of 5,000 or more.

(ii) The population for each county described in Subsection [~~(6)(a)(i)~~] (5)(a)(i) shall be derived from:

(A) an estimate of the Utah Population Committee created in Section 63C-20-103; or

(B) if the Utah Population Committee estimate is not available, the most recent official census or census estimate of the United States [~~Bureau of the~~]Census Bureau.

(b) A county described in Subsection [~~(6)(a)(i)~~] (5)(a)(i) shall ensure that each member of the county's planning commission completes four hours of annual land use training as follows:

(i) one hour of annual training on general powers and duties, including the role of the planning commission in administrative, legislative, and quasi-judicial functions under [~~Title 17, Chapter 27a, County Land Use, Development, and Management Act~~] this chapter; and

(ii) three hours of annual training on a combination of land use and ethics, which may include:

(A) appeals and variances;

(B) conditional use permits;

(C) exactions;

(D) impact fees;

(E) vested rights;

(F) subdivision regulations and improvement guarantees;

(G) land use referenda;

(H) property rights;

(I) real estate procedures and financing;

(J) zoning, including use-based and form-based;[~~and~~]

(K) drafting ordinances and code that complies with statute[~~.~~] ;

(L) ex parte communication; and

(M) conflict of interest.

(c) A newly appointed planning commission member may not participate in a public meeting as an appointed member until the member completes the training described in Subsection [~~(6)(b)(i)~~] (5)(b)(i).

(d) A planning commission member may qualify for one completed hour of training required under Subsection [~~(6)(b)(ii)~~] (5)(b)(ii) if the member attends, as an appointed member, 12 public meetings of the planning commission within a calendar year.

(e) A county shall provide the training described in Subsection [~~(6)(b)~~] (5)(b) through:

(i) county staff;

(ii) the Utah Association of Counties; or

(iii) a list of training courses selected by:

(A) the Utah Association of Counties; or

(B) the Division of Real Estate created in Section 61-2-201.

(f) A county shall, for each planning commission member:

(i) monitor compliance with the training requirements in Subsection [~~(6)(b)~~] (5)(b); and

(ii) maintain a record of training completion at the end of each calendar year.

Section 32. Section **17-79-501** is amended to read:

17-79-501 (Effective 05/06/26). Enactment of land use regulation.

(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.

(2)(a) Except as provided in Subsection (2)(b), a legislative body may enact a land use regulation only by ordinance.

(b) A legislative body may, by ordinance or resolution, enact a land use regulation that imposes a fee.

(3) A land use regulation shall be consistent with the purposes [~~set forth in~~] of this chapter.

(4)(a) A legislative body shall adopt a land use regulation to:

(i) create or amend a zoning district under Subsection 17-79-503(1)(a); and

(ii) designate general uses allowed in each zoning district.

(b) A land use authority may establish or modify other restrictions or requirements other than those described in Subsection (4)(a), including the configuration or modification of uses or density, through a land use decision that applies criteria or policy elements that a land use regulation establishes or describes.

(5)(a) A county shall publish on the county's website:

(i) all of the county's land use regulations; and

(ii) a fee schedule that lists all of the county's fees related to a land use application, land use permit, or land use regulation, including development review fees and impact fees.

(b) A county may comply with Subsection (5)(a) by:

(i) posting a link on the county's website to a separate webpage or third-party website where the land use regulations or fee schedule described in Subsection (5)(a) are posted; and

(ii) submitting a new or modified land use regulation or fee schedule described in Subsection (5)(a) to the third-party website within six months after the day on which the legislative body adopts the new or modified land use regulation or fee schedule.

[~~(5)~~] (6) A county may not adopt a land use regulation[~~,~~] or development agreement, or make a land use decision that restricts the type of crop that may be grown in an area that is:

(a) zoned agricultural; or

(b) assessed under Title 59, Chapter 2, Part 5, Farmland Assessment Act.

[~~(6)~~] (7) A county land use regulation pertaining to an airport or an airport influence area, as that term is defined in Section 72-10-401, is subject to Title 72, Chapter 10, Part 4, Airport Zoning Act.

Section 33. Section **17-79-502** is amended to read:

17-79-502 (Effective 05/06/26). Preparation and adoption of land use regulation.

(1) A planning commission shall:

(a) provide notice as required by Subsection 17-79-205(1)(a) and, if applicable, Subsection 17-79-205(4);

(b) hold a public hearing on a proposed land use regulation;

(c) if applicable, consider each written objection filed in accordance with Subsection 17-79-205(4) before the public hearing; and

(d)(i) review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within:

(A) all or any part of the unincorporated area of the county; or

(B) for a mountainous planning district, all or any part of the area in the mountainous planning district; and

(ii) forward to the legislative body all objections filed in accordance with Subsection 17-79-205(4).

(2)(a) The legislative body shall consider each proposed land use regulation that the planning commission recommends to the legislative body.

(b) After providing notice as required by Subsection 17-79-205(1)(b) and holding a public meeting, the legislative body may adopt or reject the proposed land use regulation described in Subsection (2)(a):

(i) as proposed by the planning commission; or

(ii) after making any revision the legislative body considers appropriate.

[~~(c) A legislative body may consider a planning commission's failure to make a timely recommendation as a negative recommendation if the legislative body has provided for that consideration by ordinance.~~]

(c) Beginning on September 15, 2026, a legislative body may adopt or reject a proposed land use regulation without waiting for a recommendation from the planning commission if:

(i) a land use applicant makes a request described in Subsection 17-79-805(2)(b); or

(ii) a legislative body determines that a planning commission has had adequate time to consider the land use regulation.

Section 34. Section **17-79-507** is amended to read:

17-79-507 (Effective 05/06/26). Classification of new and unlisted business uses.

(1) As used in this section:

(a) "Classification request" means a request to determine whether a proposed business use aligns with an existing land use specified in a county's land use ordinances.

(b) "New or unlisted business use" means a business activity that does not align with an existing land use specified in a county's land use ordinances.

(2)(a) Each county shall incorporate into the county's land use ordinances a process for reviewing and approving a new or unlisted business use and designating an appropriate zone or zones for an approved use.

(b) The process described in Subsection (2)(a) shall:

(i) detail how an applicant may submit a classification request;

(ii) establish a procedure for the county to review a classification request, including:

(A) providing a land use authority with criteria to determine whether a proposed use aligns with an existing use;[~~and~~]

(B) allowing an applicant to proceed under the regulations of an existing use if a land use authority determines a proposed use aligns with that existing use; and

(C) providing the applicant an opportunity to appeal a land use authority's decision to the land use appeal authority;

(iii) provide that if a use is determined to be a new or unlisted business use:

(A) the applicant shall submit to the legislative body for review an application [~~for approval of the new or unlisted business use to the legislative body for review~~] requesting that the legislative body adopt a land use ordinance that permits the new or unlisted business as a permitted or conditional use;

(B) notwithstanding Subsection 17-79-503(2) or (3), the legislative body shall consider and [~~determine whether to~~]approve or deny [~~the new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A); and

(C) the legislative body shall approve or deny [~~the new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), within a time frame the legislative body establishes by ordinance, if the applicant responds to requests for additional information within a time frame established by the county and appears at required hearings;

(iv) provide that if the legislative body approves [~~a proposed new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), the legislative body shall designate an appropriate zone or zones for the approved use; and

(v) provide that if the legislative body denies [~~a proposed new or unlisted business use~~] the application described in Subsection (2)(b)(iii)(A), or if an applicant disagrees with a land use authority's classification of the proposed use, the legislative body shall:

(A) notify the applicant in writing of each reason for the classification or denial; and

(B) [~~offer the applicant an opportunity to challenge the classification or denial through an administrative appeal process established by the county~~] notify the applicant of the process for appealing the legislative body's decision in accordance with Section 17-79-1009.

(c) A county may not require an applicant who submits an application described in Subsection (2)(b)(iii)(A) to submit the application to the planning commission for consideration, review, or approval.

(3) Each county shall amend each land use ordinance that contains a list of approved or prohibited business uses to include a reference to the process for petitioning to approve a new or unlisted business use, as described in Subsection (2).

Section 35. Section **17-79-621** is enacted to read:

17-79-621 (Effective 05/06/26). Structure height.

(1) A county may regulate:

(a) the number of habitable stories that a structure may contain; and

(b) the overall height of a structure.

(2) If a land use authority approved a land use application for a commercial lodging structure on or before September 1, 2025, and the land use application is subject to land use regulations described in Subsection (1) that conflict, the land use authority may not limit the number of above-ground habitable stories the land use applicant builds within the maximum overall height that the land use authority approved for the structure.

Section 36. Section **17-79-706** is amended to read:

17-79-706 (Effective 05/06/26). Review of subdivision applications and subdivision improvement plans.

(1) As used in this section:

(a) "Review cycle" means the occurrence of:

(i) the applicant's submittal of a complete subdivision application;

(ii) the county's review of that subdivision application;

(iii) the county's response to that subdivision application, in accordance with this section; and

(iv) the applicant's reply to the county's response that addresses each of the county's required modifications or requests for additional information.

(b) "Subdivision application" means a land use application for the subdivision of land

located within the unincorporated area of a county.

(c) "Subdivision improvement plans" means the civil engineering plans associated with required infrastructure improvements and county-controlled utilities required for a subdivision.

(d) "Subdivision ordinance review" means review by a county to verify that a subdivision application meets the criteria of the county's ordinances.

(e) "Subdivision plan review" means a review of the applicant's subdivision improvement plans and other aspects of the subdivision application to verify that the application complies with county ordinances and applicable installation standards and inspection specifications for infrastructure improvements.

(2) The review cycle restrictions and requirements of this section do not apply to the review of subdivision applications affecting property within identified geological hazard areas.

(3)(a) A county may require a subdivision improvement plan to be submitted with a subdivision application.

(b) A county may not require a subdivision improvement plan to be submitted with both a preliminary subdivision application and a final subdivision application.

(4)(a) The review cycle requirements of this section apply:

(i) to the review of a preliminary subdivision application, if the county requires a subdivision improvement plan to be submitted with a preliminary subdivision application; or

(ii) to the review of a final subdivision application, if the county requires a subdivision improvement plan to be submitted with a final subdivision application.

(b) A county may not, outside the review cycle, engage in a substantive review of required infrastructure improvements or a county controlled utility.

(5)(a) A county shall complete the initial review of a complete subdivision application submitted for ordinance review for a residential subdivision for single-family dwellings, two-family dwellings, or town homes:

(i) no later than 15 business days after the complete subdivision application is submitted, if the county has a population over 5,000; or

(ii) no later than 30 business days after the complete subdivision application is submitted, if the county has a population of 5,000 or less.

(b) A county shall maintain and publish a list of the items comprising the complete subdivision application, including:

(i) the application;

(ii) the owner's affidavit;

(iii) an electronic copy of all plans in PDF format;

(iv) the preliminary subdivision plat drawings; and

(v) a breakdown of fees due upon approval of the application.

(6) A county shall publish a list of the items that comprise a complete subdivision land use application.

(7) A county shall complete a subdivision plan review of a subdivision improvement plan that is submitted with a complete subdivision application for a residential subdivision for single-family dwellings, two-family dwellings, or town homes:

(a) within 20 business days after the complete subdivision application is submitted, if the county has a population over 5,000; or

(b) within 40 business days after the complete subdivision application is submitted, if the county has a population of 5,000 or less.

(8)(a) In reviewing a subdivision application, a county may require:

(i) additional information relating to an applicant's plans to ensure compliance with county ordinances and approved standards and specifications for construction of public improvements; and

(ii) modifications to plans that do not meet current ordinances, applicable standards, or specifications or do not contain complete information.

(b) A county's request for additional information or modifications to plans under Subsection (8)(a)(i) or (ii) shall be specific and include citations to ordinances, standards, or specifications that require the modifications to subdivision improvement plans, and shall be logged in an index of requested modifications or additions.

(c) A county may not require more than four review cycles for a subdivision improvement plan review.

(d)(i) Subject to Subsection (8)(d)(ii), unless the change or correction is necessitated by the applicant's adjustment to a subdivision improvement plan or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in a county's subdivision improvement plan review is waived.

(ii) A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

(iii) If an applicant makes a material change to a subdivision improvement plan, the

county has the discretion to restart the review process at the first review of the subdivision improvement plan review, but only with respect to the portion of the subdivision improvement plan that the material change substantively affects.

(e)(i) This Subsection (8) applies if an applicant does not submit a revised subdivision improvement plan within:

(A) 20 business days after the county requires a modification or correction, if the county has a population over 5,000; or

(B) 40 business days after the county requires a modification or correction, if the county has a population of 5,000 or less.

(ii) If an applicant does not submit a revised subdivision improvement plan within the time specified in Subsection (8)(e)(i), a county has an additional 20 business days after the time specified in Subsection (7) to respond to a revised subdivision improvement plan.

(9) After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the county's previous review cycle, the county may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.

(10)(a) In addition to revised plans, an applicant shall provide a written explanation in response to the county's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any.

(b) The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.

(c) If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed.

(11)[~~(a)~~] If, on the fourth or final review, a county fails to respond within 20 business days, the county shall, upon request of the property owner, and within 10 business days after the day on which the request is received:

[~~(i)~~] (a) for a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection [~~17-79-812(5)(d)~~] 17-79-812(4)(d) to review and approve or deny the final revised set of plans; or

[~~(ii)~~] (b) for a dispute arising from the subdivision ordinance review, advise the

applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

Section 37. Section **17-79-707** is amended to read:

17-79-707 (Effective 05/06/26). Subdivision plat recording or development activity before required infrastructure is completed -- Improvement completion assurance -- Improvement warranty.

(1) As used in this section:

(a) "Private landscaping plan" means a proposal:

(i) to install landscaping on a lot owned by a private individual or entity; and

(ii) submitted to a county by the private individual or entity, or on behalf of a private individual or entity, that owns the lot.

(b) "Public landscaping improvement" means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that:

(i) will be dedicated to and maintained by the county; or

(ii) are associated with and proximate to trail improvements that connect to planned or existing public infrastructure.

(2) A land use authority shall establish objective inspection standards for acceptance of a required public landscaping improvement or infrastructure improvement.

(3)(a) Except as provided in Subsection (3)(d) or (3)(e), before an applicant conducts any development activity or records a plat, the applicant shall:

(i) complete any required public landscaping improvements or infrastructure improvements; or

(ii) post an improvement completion assurance for any required public landscaping improvements or infrastructure improvements.

(b) If an applicant elects to post an improvement completion assurance, the applicant shall, in accordance with Subsection (5), provide completion assurance for:

(i) completion of 100% of the required public landscaping improvements or infrastructure improvements; or

(ii) if the county has inspected and accepted a portion of the public landscaping improvements or infrastructure improvements, 100% of the incomplete or unaccepted public landscaping improvements or infrastructure improvements.

(c) A county shall:

(i) establish a minimum of two acceptable forms of completion assurance;

(ii)(A) if an applicant elects to post an improvement completion assurance, allow the applicant to post an assurance that meets the conditions of this chapter and any local ordinances; and

(B) beginning on May 7, 2025, if a county accepts cash deposits as a form of completion assurance and an applicant elects to post a new cash deposit as a form of completion assurance, place the cash deposit in an interest-bearing account upon receipt and return any earned interest to the applicant with the return of the completion assurance according to the conditions of this chapter and any local ordinances;

(iii) establish a system for the partial release of an improvement completion assurance as portions of required public landscaping improvements or infrastructure improvements are completed and accepted in accordance with local ordinance; and

(iv) issue or deny a building permit in accordance with Section 17-79-901 based on the installation of public landscaping improvements or infrastructure improvements.

(d) A county may not require an applicant to post an improvement completion assurance for:

(i) public landscaping improvements or infrastructure improvements that the county has previously inspected and accepted;

(ii) infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements adopted in a land use regulation;

(iii) in a county where ordinances require all infrastructure improvements within the area to be private, infrastructure improvements within a development that the county requires to be private;

(iv) landscaping improvements that are not public landscaping improvements, unless the landscaping improvements and completion assurance are required under the terms of a development agreement;

(v) a private landscaping plan;

(vi) landscaping improvements or infrastructure improvements that an applicant elects to install at the applicant's own risk:

(A) before the plat is recorded;

(B) pursuant to inspections required by the county for the infrastructure improvement; and

(C) pursuant to final civil engineering plan approval by the county; or

(vii) any individual public landscaping improvement or individual infrastructure improvement when the individual public landscaping improvement or individual infrastructure improvement is also included as part of a separate improvement completion assurance.

(e)(i) A county may not:

(A) prohibit an applicant from installing a public landscaping improvement or an infrastructure improvement when the [~~municipality~~] county has approved final civil engineering plans for the development activity or plat for which the public landscaping improvement or infrastructure improvement is required; or

(B) require an applicant to sign an agreement, release, or other document inconsistent with this chapter as a condition of posting an improvement completion assurance, security for an improvement warranty, or receiving a building permit.

(ii) Notwithstanding Subsection (3)(e)(i)(A), public infrastructure improvements and infrastructure improvements that are installed by an applicant are subject to inspection by the county in accordance with the county's adopted inspection standards.

(f)(i) Each improvement completion assurance and improvement warranty posted by an applicant with a county shall be independent of any other improvement completion assurance or improvement warranty posted by the same applicant with the county.

(ii) Subject to Section 17-79-805, if an applicant has posted a form of security with a county for more than one infrastructure improvement or public landscaping improvement, the county may not withhold acceptance of an applicant's required subdivision improvements, public landscaping improvement, infrastructure improvements, or the performance of warranty work for the same applicant's failure to complete a separate subdivision improvement, public landscaping improvement, infrastructure improvement, or warranty work under a separate improvement completion assurance or improvement warranty.

(4)(a) Except as provided in Subsection (4)(c), as a condition for increased density or other entitlement benefit not currently available under the existing zone, a county

may require a completion assurance bond for landscaped amenities and common area that are dedicated to and maintained by a homeowners association.

(b) Any agreement regarding a completion assurance bond under Subsection (4)(a) between the applicant and the county shall be memorialized in a development agreement.

(c) A county may not require a completion assurance bond for or dictate who installs or is responsible for the cost of the landscaping of residential lots or the equivalent open space surrounding single-family attached homes, whether platted as lots or common area.

(5) The sum of the improvement completion assurance required under Subsections (3) and (4) may not exceed the sum of:

(a) 100% of the estimated cost of the public landscaping improvements or infrastructure improvements, as evidenced by an engineer's estimate or licensed contractor's bid; and

(b) 10% of the amount of the bond to cover administrative costs incurred by the county to complete the improvements, if necessary.

(6)(a) Upon an applicant's written request that the land use authority accept or reject the applicant's installation of required subdivision improvements or performance of warranty work as set forth in Section 17-79-805, and for the duration of each improvement warranty period, the land use authority may require the applicant to:

(i) execute an improvement warranty for the improvement warranty period; and

(ii) post a cash deposit, surety bond, letter of credit, or other similar security, as required by the county, in the amount of up to 10% of the lesser of the:

(A) county engineer's original estimated cost of completion; or

(B) applicant's reasonable proven cost of completion.

(b) A county may not require the payment of the deposit of the improvement warranty assurance described in Subsection (6)(a) for an infrastructure improvement or public landscaping improvement before the applicant indicates through written request that the applicant has completed the infrastructure improvement or public landscaping improvement.

(7) When a county accepts an improvement completion assurance for public landscaping improvements or infrastructure improvements for a development in accordance with Subsection (3)(c)(ii)(A), the county may not deny an applicant a building permit if the development meets the requirements for the issuance of a building permit under the

building code and fire code.

(8) A county may not require the submission of a private landscaping plan as part of an application for a building permit.

(9) The provisions of this section do not supersede the terms of a valid development agreement, an adopted phasing plan, or the [~~state construction code~~] State Construction Code.

Section 38. Section **17-79-803** is amended to read:

17-79-803 (Effective 05/06/26). Applicant's entitlement to land use application approval -- Application relating to land in a high priority transportation corridor -- County's requirements and limitations -- Vesting upon submission of development plan and schedule.

(1)(a)(i) Subject to Subsection [~~(7)~~] (8), an applicant who has submitted a complete land use application, including the payment of all application fees, is entitled to substantive review of the application under the land use regulations:

(A) in effect on the date that the application is complete; and

(B) applicable to the application or to the information shown on the submitted application.

(ii) An applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application and pays all application fees, unless:

(A) the land use authority, on the record, formally finds that a compelling, countervailing public interest would be jeopardized by approving the application and specifies the compelling, countervailing public interest in writing; or

(B) in the manner provided by local ordinance and before the applicant submits the application, the county formally initiates proceedings to amend the county's land use regulations in a manner that would prohibit approval of the application as submitted.

(b) The county shall process an application without regard to proceedings the county initiated to amend the county's ordinances as described in Subsection (1)(a)(ii)(B) if:

(i) 180 days have passed since the county initiated the proceedings; and

(ii)(A) the proceedings have not resulted in an enactment that prohibits approval of the application as submitted; or

(B) during the 12 months before the county processing the application or multiple applications of the same type, the application is impaired or prohibited under the terms of a temporary land use regulation adopted under Section 17-79-504.

(c) A land use application is considered submitted and complete when the applicant provides the application in a form that complies with the requirements of applicable ordinances and pays all applicable fees.

(d) Unless a phasing sequence is required in an executed development agreement, a county shall, without regard to any other separate and distinct land use application, accept and process a complete land use application in accordance with this chapter.

(e) The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence.

(f) Subject to Subsection [~~(7)~~] (8), a county may not impose on an applicant who has submitted a complete application a requirement that is not expressed in:

(i) this chapter;

(ii) a county ordinance in effect on the date that the applicant submits a complete application, subject to Subsection (1)(a)(ii); or

(iii) a county specification for public improvements applicable to a subdivision or development that is in effect on the date that the applicant submits an application.

(g) A county may not impose on a holder of an issued land use permit or a final, unexpired subdivision plat a requirement that is not expressed:

(i) in a land use permit;

(ii) on the subdivision plat;

(iii) in a document on which the land use permit or subdivision plat is based;

(iv) in the written record evidencing approval of the land use permit or subdivision plat;

(v) in this chapter;

(vi) in a county ordinance; or

(vii) in a county specification for residential roadways in effect at the time a residential subdivision was approved.

(h) Except as provided in Subsection (1)(i) or (j), a county may not withhold issuance of a certificate of occupancy or acceptance of subdivision improvements because of an applicant's failure to comply with a requirement that is not expressed:

(i) in the building permit or subdivision plat, documents on which the building permit

or subdivision plat is based, or the written record evidencing approval of the building permit or subdivision plat; or

(ii) in this chapter or the county's ordinances.

(i) A county may not unreasonably withhold issuance of a certificate of occupancy where an applicant has met all requirements essential for the public health, public safety, and general welfare of the occupants, in accordance with this chapter, unless:

(i) the applicant and the county have agreed in a written document to the withholding of a certificate of occupancy; or

(ii) the applicant has not provided a financial assurance for required and uncompleted public landscaping improvements or infrastructure improvements in accordance with an applicable local ordinance.

(j) A county may not conduct a final inspection required before issuing a certificate of occupancy for a residential unit that is within the boundary of an infrastructure financing district, as defined in Section 17B-1-102, until the applicant for the certificate of occupancy provides adequate proof to the county that any lien on the unit arising from the infrastructure financing district's assessment against the unit under Title 11, Chapter 42, Assessment Area Act, has been released after payment in full of the infrastructure financing district's assessment against that unit.

(k) A county:

(i) may require the submission of a private landscaping plan, as defined in Section 17-79-707, before landscaping is installed; and

(ii) may not withhold an applicant's building permit or certificate of occupancy because the applicant has not submitted a private landscaping plan.

(2) A county is bound by the terms and standards of applicable land use regulations and shall comply with mandatory provisions of those regulations.

(3) Beginning on October 1, 2026, a county shall publish on the county's website an application checklist for each land use application type that includes a checklist of all required plans and documents that make a complete application.

[~~(3)~~] (4) A county may not, as a condition of land use application approval, require a person filing a land use application to obtain documentation regarding a school district's willingness, capacity, or ability to serve the development proposed in the land use application.

[~~(4)~~] (5) Subject to Subsection [~~(7)~~] (8), a specified public agency's submission of a development plan and schedule as required in Subsection 17-79-305(8) that complies

with the requirements of that subsection, the specified public agency vests in the county's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and land use regulations in effect on the date of submission.

[~~(5)~~] (6)(a) If sponsors of a referendum timely challenge a project in accordance with Subsection 20A-7-601(6), the project's affected owner may rescind the project's land use approval by delivering a written notice:

(i) to the local clerk as defined in Section 20A-7-101; and

(ii) no later than seven days after the day on which a petition for a referendum is determined sufficient under Subsection 20A-7-607(4).

(b) Upon delivery of a written notice described in Subsection [~~(5)(a)~~] (6)(a) the following are rescinded and are of no further force or effect:

(i) the relevant land use approval; and

(ii) any land use regulation enacted specifically in relation to the land use approval.

[~~(6)~~] (7)(a) After issuance of a building permit, a county may not:

(i) change or add to the requirements expressed in the building permit, unless the change or addition is:

(A) requested by the building permit holder; or

(B) necessary to comply with an applicable state building code; or

(ii) revoke the building permit or take action that has the effect of revoking the building permit.

(b) Subsection [~~(6)(a)~~] (7)(a) does not prevent a county from issuing a building permit that contains an expiration date defined in the building permit.

[~~(7)~~] (8) A county shall comply with the provisions of this chapter regarding all pending land use applications and new land use applications submitted under this chapter.

Section 39. Section **17-79-811** is amended to read:

17-79-811 (Effective 05/06/26). Provisions applicable to a provider of culinary or secondary water.

A provider of culinary or secondary water that commits to provide a water service required by a land use application process is subject to the following provisions the same as if the provider were a county:

(1) Subsections 17-79-804(5) and (6);

(2) Section 17-79-805;[~~ and~~]

(3) Section 17-79-812; and

(4) Section 17-79-813.

Section 40. Section **17-79-812** is amended to read:

17-79-812 (Effective 05/06/26). Exactions -- Requirement to offer to original owner property acquired by exaction -- Exaction for right-of-way improvements -- Improvement completion assurance requirements.

(1) A county may impose an exaction or exactions on development proposed in a land use application, including, subject to [~~Subsection (3)~~] Section 17-79-813, an exaction for a water interest, if:

(a) an essential link exists between a legitimate governmental interest and each exaction; and

(b) each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

(2) If a land use authority imposes an exaction for another governmental entity:

(a) the governmental entity shall request the exaction; and

(b) the land use authority shall transfer the exaction to the governmental entity for which it was exacted.

[~~(3)(a)(i) Subject to the requirements of this Subsection (3), a county or, if applicable, the county's culinary water authority shall base any exaction for a water interest on the culinary water authority's established calculations of projected water interest requirements.~~]

[~~(ii) Except as described in Subsection (3)(a)(iii), a culinary water authority shall base an exaction for a culinary water interest on:~~]

[~~(A) consideration of the system-wide minimum sizing standards established for the culinary water authority by the Division of Drinking Water in accordance with Section 19-4-114; and~~]

[~~(B) the number of equivalent residential connections associated with the culinary water demand for each specific development proposed in the development's land use application, applying lower exactions for developments with lower equivalent residential connections as demonstrated by at least five years of usage data for like land uses within the county.~~]

[~~(iii) A county or culinary water authority may impose an exaction for a culinary water interest that results in less water being exacted than would otherwise be exacted under Subsection (3)(a)(ii) if the county or culinary water authority, at the county's or culinary water authority's sole discretion, determines there is good cause to do so.~~]

[~~(iv) A county shall make public the methodology used to comply with Subsection (3)(a)(ii)(B). A land use applicant may appeal to the county's governing body an exaction calculation used by the county or the county's culinary water authority under Subsection (3)(a)(ii). A land use applicant may present data and other information that illustrates a need for an exaction recalculation and the county's governing body shall respond with due process.~~]

[~~(v) Upon an applicant's request, the culinary water authority shall provide the applicant with the basis for the culinary water authority's calculations under Subsection (3)(a)(i) on which an exaction for a water interest is based.~~]

[~~(b) A county or the county's culinary water authority may not impose an exaction for a water interest if the culinary water authority's existing available water interests exceed the water interests needed to meet the reasonable future water requirement of the public, as determined under Subsection 73-1-4(2)(f).~~]

[~~(4)~~] (3)(a) If a county plans to dispose of surplus real property under Section 17-78-103 that was acquired under this section and has been owned by the county for less than 15 years, the county shall first offer to reconvey the property, without receiving additional consideration, to the person who granted the property to the county.

(b) A person to whom a county offers to reconvey property under Subsection [~~(4)(a)~~] (3)(a) has 90 days to accept or reject the county's offer.

(c) If a person to whom a county offers to reconvey property declines the offer, the county may offer the property for sale.

(d) Subsection [~~(4)(a)~~] (3)(a) does not apply to the disposal of property acquired by exaction by a community development or urban renewal agency.

[~~(5)~~] (4)(a) A county may not, as part of an infrastructure improvement, require the installation of pavement on a residential roadway at a width in excess of 32 feet.

(b) Subsection [~~(5)(a)~~] (4)(a) does not apply if a county requires the installation of pavement in excess of 32 feet:

(i) in a vehicle turnaround area;

(ii) in a cul-de-sac;

(iii) to address specific traffic flow constraints at an intersection, mid-block crossings, or other areas;

(iv) to address an applicable general or master plan improvement, including transportation, bicycle lanes, trails, or other similar improvements that are not included within an impact fee area;

(v) to address traffic flow constraints for service to or abutting higher density developments or uses that generate higher traffic volumes, including community centers, schools, and other similar uses;

(vi) as needed for the installation or location of a utility which is maintained by the county and is considered a transmission line or requires additional roadway width;

(vii) for third-party utility lines that have an easement preventing the installation of utilities maintained by the county within the roadway;

(viii) for utilities over 12 feet in depth;

(ix) for roadways with a design speed that exceeds 25 miles per hour;

(x) as needed for flood and stormwater routing;

(xi) as needed to meet fire code requirements for parking and hydrants; or

(xii) as needed to accommodate street parking.

(c) Nothing in this section shall be construed to prevent a county from approving a road cross section with a pavement width less than 32 feet.

(d)(i) A land use applicant may appeal a municipal requirement for pavement in excess of 32 feet on a residential roadway.

(ii) A land use applicant that has appealed a municipal specification for a residential roadway pavement width in excess of 32 feet may request that the county assemble a panel of qualified experts to serve as the appeal authority for purposes of determining the technical aspects of the appeal.

(iii) Unless otherwise agreed by the applicant and the county, the panel described in Subsection [~~(5)(d)(ii)~~] (4)(d)(ii) shall consist of the following three experts:

(A) one licensed engineer, designated by the county;

(B) one licensed engineer, designated by the land use applicant; and

(C) one licensed engineer, agreed upon and designated by the two designated engineers under Subsections [~~(5)(d)(iii)(A)~~] (4)(d)(iii)(A) and (B).

(iv) A member of the panel assembled by the county under Subsection [~~(5)(d)(ii)~~] (4)(d)(ii) may not have an interest in the application that is the subject of the appeal.

(v) The land use applicant shall pay:

(A) 50% of the cost of the panel; and

(B) the county's published appeal fee.

(vi) The decision of the panel is a final decision, subject to a petition for review under Subsection [~~(5)(d)(vii)~~] (4)(d)(vii).

(vii) In accordance with Section 17-79-1009, a land use applicant or the county may file a petition for review of the decision with the district court within 30 days after the date that the decision is final.

Section 41. Section **17-79-813** is enacted to read:

17-79-813 (Effective 05/06/26). Exactions for water rights.

(1) Subject to the requirements of this section, a county or, if applicable, the county's culinary water authority shall base any exaction for a water interest on the culinary water authority's established calculations of projected water interest requirements.

(2) Except as described in Subsection (3), a culinary water authority shall base an exaction for a culinary water interest on:

(a) consideration of the system-wide minimum sizing standards established for the culinary water authority by the Division of Drinking Water in accordance with Section 19-4-114; and

(b) the number of equivalent residential connections associated with the culinary water demand for each specific development proposed in the development's land use application, applying lower exactions for developments with lower equivalent residential connections as demonstrated by at least five years of usage data for like land uses within the county.

(3) If a county or culinary water authority determines, in the sole discretion of the county or culinary water authority, that good cause exists, the county or culinary water authority may impose an exaction for a culinary water interest that results in less water being exacted than would otherwise be exacted under Subsection (2).

(4)(a) A county shall make public the methodology used to comply with Subsection (2)(b).

(b) A land use applicant may submit a request to the county's governing body an exaction calculation used by the county or the county's culinary water authority under Subsection (2).

(c) A land use applicant may present data and other information that illustrates a need for an exaction recalculation and the county's governing body shall respond with due process.

(5) Upon an applicant's request, the culinary water authority shall provide the applicant with the basis for the culinary water authority's calculations under Subsection (2) on which an exaction for a water interest is based.

(6)(a) A county or the county's culinary water authority may not impose an exaction for

a water interest if:

(i) the culinary water authority's existing available water interests exceed the water interests needed to meet the reasonable future water requirement of the public; or

(ii) the county or the county's culinary water authority does not have a written plan in accordance with Subsection (6)(b).

(b) Beginning on January 1, 2028, a county shall determine the county's water interests needed to meet the reasonable future water requirement of the public by completing a written plan described in Subsection 73-1-4(2)(f).

Section 42. Section **17-79-901** is amended to read:

17-79-901 (Effective 05/06/26). Enforcement -- Limitations on a county's ability to enforce an ordinance by withholding a permit or certificate.

(1)(a) A county or [~~an adversely affected party~~] a land use applicant may, in addition to other remedies provided by law, institute:

(i) injunctions, mandamus, abatement, or any other appropriate actions; or

(ii) proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.

(b) A county need only establish the violation to obtain the injunction.

(2)(a) Except as provided in Subsections (3) through (6), a county may enforce the county's ordinance by withholding a building permit or certificate of occupancy.

(b) It is unlawful to erect, construct, reconstruct, alter, or change the use of any building or other structure within a county without approval of a building permit.

(c) The county may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all regulations then in effect.

(d) A county may require an applicant to install a permanent road, cover a temporary road with asphalt or concrete, or create another method for servicing a structure that is consistent with Appendix D of the International Fire Code, before receiving a certificate of occupancy for that structure.

(e) A county may require an applicant to maintain and repair a temporary fire apparatus road during the construction of a structure accessed by the temporary fire apparatus road in accordance with the county's adopted standards.

(f) A county may require temporary signs to be installed at each street intersection once construction of new roadway allows passage by a motor vehicle.

(g) A county may adopt and enforce any appendix of the International Fire Code, 2021 Edition.

(3)(a) A county may not deny an applicant a building permit or certificate of occupancy because the applicant has not completed an infrastructure improvement:

(i) unless the infrastructure improvement is essential to meet the requirements for the issuance of a building permit or certificate of occupancy under Title 15A, State Construction and Fire Codes Act; and

(ii) for which the county has accepted an improvement completion assurance for a public landscaping improvement, as defined in Section 17-79-707, or an infrastructure improvement for the development.

(b) For purposes of Subsection (3)(a)(i), notwithstanding Section 15A-5-205.6, infrastructure improvement that is essential means:

(i) for a building permit:

(A) operable fire hydrants installed in a manner that is consistent with the county's adopted engineering standards; and

[~~(ii)~~] (B) for temporary roads used during construction, a properly compacted road base installed in a manner consistent with the county's adopted engineering standards[~~.~~] ;

(ii) for a certificate of occupancy, at the discretion of the county, at least one of the following:

(A) a permanent road;

(B) a temporary road covered with asphalt or concrete; or

(C) another method for accessing a structure consistent with Appendix D of the International Fire Code; and

(iii) public infrastructure necessary for the health, life, and safety of the occupant.

(c) A county may not adopt an engineering standard that requires an applicant to install a permanent road or a temporary road with asphalt or concrete before receiving a building permit.

(4) A county may not deny an applicant a building permit or certificate of occupancy for failure to:

(a) submit a private landscaping plan, as defined in Section 17-79-707; or

(b) complete a landscaping improvement that is not a public landscaping improvement, as defined in Section 17-79-707.

(5) A county may not withhold a building permit based on the lack of completion of a portion of a public sidewalk to be constructed within a public right-of-way serving a lot where a single-family or two-family residence or town home is proposed in a building

permit application if an improvement completion assurance has been posted for the incomplete portion of the public sidewalk.

(6) A county may not prohibit the construction of a single-family or two-family residence or town home, withhold recording a plat, or withhold acceptance of a public landscaping improvement, as defined in Section 17-79-707, or an infrastructure improvement based on the lack of installation of a public sidewalk if an improvement completion assurance has been posted for the public sidewalk.

(7) A county may not redeem an improvement completion assurance securing the installation of a public sidewalk sooner than 18 months after the date the improvement completion assurance is posted.

(8) A county shall allow an applicant to post an improvement completion assurance for a public sidewalk separate from an improvement completion assurance for:

(a) another infrastructure improvement; or

(b) a public landscaping improvement, as defined in Section 17-79-707.

(9) A county may withhold a certificate of occupancy for a single-family or two-family residence or town home until the portion of the public sidewalk to be constructed within a public right-of-way and located immediately adjacent to the single-family or two-family residence or town home is completed and accepted by the county.

Section 43. Section **17-79-1001** is amended to read:

17-79-1001 (Effective 05/06/26). Appeal authority required -- Condition precedent to judicial review -- Appeal authority duties.

(1)(a) [~~Each~~] Subject to Subsection (1)(d), each county adopting a land use ordinance shall, by ordinance, establish one or more appeal authorities.

(b) An appeal authority shall hear and decide:

(i) requests for [~~variances~~] a variance from [~~the terms of~~] a land use [~~ordinances~~] ordinance;

(ii) appeals from a land use [~~decisions~~] decision applying a land use [~~ordinances~~] ordinance; and

(iii) appeals from a fee charged in accordance with Section 17-79-802.

(c) An appeal authority may not hear an appeal from the enactment of a land use regulation.

(d) Beginning on July 1, 2026, a county described in Subsection 17-79-302(5)(a)(i) may not designate the county's legislative body as an appeal authority.

(e) Notwithstanding Subsection (1)(d), a legislative body shall continue to be the appeal

authority for an appeal if:

(i) a land use ordinance designated the legislative body as the appeal authority when the appellant filed the appeal: and

(ii) the appellant filed the appeal on or before June 30, 2026.

(2) As a condition precedent to judicial review, each adversely affected party or land use applicant shall timely and specifically challenge a land use authority's land use decision, in accordance with local ordinance.

(3) An appeal authority described in Subsection (1)(a):

(a) shall:

(i) act in a quasi-judicial manner; and

(ii) serve as the final arbiter of issues involving the interpretation or application of a land use [~~ordinances~~] ordinance; and

(b) may not entertain an appeal of a matter in which the appeal authority, or any participating member, had first acted as the land use authority.

(4) By ordinance, a county may:

(a) designate a separate appeal authority to hear requests for variances than the appeal authority the county designates to hear appeals;

(b) designate one or more separate appeal authorities to hear distinct types of appeals of land use authority decisions;

(c) require an adversely affected party to present to an appeal authority every theory of relief that the adversely affected party can raise in district court; and

[~~(d) not require a land use applicant or adversely affected party to pursue duplicate or successive appeals before the same or separate appeal authorities as a condition of an appealing party's duty to exhaust administrative remedies; and~~]

[~~(e)~~] (d) provide that specified types of land use decisions may be appealed directly to the district court.

(5) A county may not:

(a) require a public hearing for a request for a variance or land use appeal[~~.~~] ; or

(b) require a land use applicant or adversely affected party to pursue successive appeals before the same or separate appeal authorities as a condition of an appealing party's duty to exhaust administrative remedies.

(6) If the county establishes or, before May 2, 2005, has established a multiperson board, body, or panel to act as an appeal authority, at a minimum the board, body, or panel shall:

(a) notify each of the members of the board, body, or panel of any meeting or hearing of the board, body, or panel;

(b) provide each of the members of the board, body, or panel with the same information and access to municipal resources as any other member;

(c) convene only if a quorum of the members of the board, body, or panel is present; and

(d) act only upon the vote of a majority of the convened members of the board, body, or panel.

Section 44. Section **17-79-1005** is repealed and reenacted to read:

17-79-1005 (Effective 05/06/26). Burden of proof.

In an appeal described in this part:

(1) if the appellant is a land use applicant, the appellant has the burden of proving that the land use authority's land use decision is illegal or is not supported by substantial evidence; or

(2) if the appellant is an adversely affected party, the appellant has the burden of proving that the land use authority's land use decision is illegal, or that the factual findings are clearly erroneous.

Section 45. Section **17-79-1006** is amended to read:

17-79-1006 (Effective 05/06/26). Due process.

(1) [~~Each~~] An appeal authority shall conduct each appeal and variance request as described by local ordinance.

(2) [~~Each~~] An appeal authority shall respect the due process rights of [~~each of the participants~~] an appeal participant.

(3) An appeal authority may only allow the following people to participate or speak during an appeal hearing:

(a) the appellant or the appellant's representatives;

(b) the land use applicant or the land use applicant's representatives; and

(c) the county's representatives.

Section 46. Section **17-79-1007** is amended to read:

17-79-1007 (Effective 05/06/26). Scope of review of factual matters on appeal -- Appeal authority requirements.

(1) A county may, by ordinance, designate the scope of review of factual matters for appeals of land use authority decisions.

(2) If the county fails to designate a scope of review of factual matters, the appeal authority shall review the [~~matter~~] factual matters de novo, without deference to the land use

authority's determination of the factual matters.

(3) If the scope of review of factual matters is on the record, the appeal authority shall determine whether the record on appeal includes substantial evidence for each essential finding of fact.

(4) The appeal authority shall:

(a) determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations; and

(b) interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

(5)(a) An appeal authority's land use decision is a quasi-judicial act.

(b) [~~A~~] Except as provided in Subsection (5)(c), a legislative body may not act as an appeal authority unless both the legislative body and the appealing party agree to allow a third party to act as the appeal authority.

(c) Beginning on July 1, 2026, the legislative body of a county described in Subsection 17-79-302(5)(a)(i) may not act as an appeal authority unless:

(i) a land use ordinance designated the legislative body as the appeal authority when the appellant filed the appeal; and

(ii) the appellant filed the appeal on or before June 30, 2026.

(6) Only a decision in which a land use authority has applied a land use regulation to a particular land use application, person, or parcel may be appealed to an appeal authority.

Section 47. Section **17-79-1009** is amended to read:

17-79-1009 (Effective 05/06/26). No district court review until administrative remedies exhausted -- Time for filing -- Tolling of time -- Standards governing court review -- Record on review -- Staying of decision.

(1) [~~No~~] A person may challenge in district court a land use decision [~~until that~~] if the person has exhausted the person's administrative remedies as provided in [~~Part 7, Appeal Authority and Variances~~] this part, if applicable.

(2)(a) Subject to Subsection (1), a land use applicant or adversely affected party may file a petition for review of a land use decision with the district court within 30 days after the decision is final.

(b)(i) The time under Subsection (2)(a) to file a petition is tolled from the date a property owner files a request for arbitration of a constitutional taking issue with the property rights ombudsman under Section 13-43-204 until 30 days after:

(A) the arbitrator issues a final award; or

(B) the property rights ombudsman issues a written statement under Subsection 13-43-204(3)(b) declining to arbitrate or to appoint an arbitrator.

(ii) A tolling under Subsection (2)(b)(i) operates only as to the specific constitutional taking issue that is the subject of the request for arbitration filed with the property rights ombudsman by a property owner.

(iii) A request for arbitration filed with the property rights ombudsman after the time under Subsection (2)(a) to file a petition has expired does not affect the time to file a petition.

(3)(a) A court shall:

(i) presume that a land use regulation properly enacted under the authority of this chapter is valid; and

(ii) determine only whether:

(A) the land use regulation is expressly preempted by, or was enacted contrary to, state or federal law; and

(B) it is reasonably debatable that the land use regulation is consistent with this chapter.

(b) A court shall presume that a final land use decision of a land use authority or an appeal authority is valid unless the land use decision is:

(i) arbitrary and capricious; or

(ii) illegal.

(c)(i) A land use decision is arbitrary and capricious if the land use decision is not supported by substantial evidence in the record.

(ii) A land use decision is illegal if the land use decision:

(A) is based on an incorrect interpretation of a land use regulation;

(B) conflicts with the authority granted by this title; or

(C) is contrary to law.

(d)(i) A court may affirm or reverse a land use decision.

(ii) If the court reverses a land use decision, the court shall remand the matter to the land use authority with instructions to issue a land use decision consistent with the court's decision.

(4) The provisions of Subsection (2)(a) apply from the date on which the county takes final action on a land use application, if the county conformed with the notice provisions of Part 2, Notice, or for any person who had actual notice of the pending land use decision.

(5) If the county has complied with Section 17-79-205, a challenge to the enactment of a

land use regulation[~~, or~~] , general plan, or specified land use law may not be filed with the district court more than 30 days after the enactment.

(6) A challenge to a land use decision is barred unless the challenge is filed within 30 days after the land use decision is final.

(7)(a) The land use authority or appeal authority, as the case may be, shall transmit to the reviewing court the record of the proceedings of the land use authority or appeal authority, including the minutes, findings, orders and, if available, a true and correct transcript of the proceedings.

(b) If the proceeding was recorded, a transcript of that recording is a true and correct transcript for purposes of this Subsection (7).

(8)(a)(i) If there is a record, the district court's review is limited to the record provided by the land use authority or appeal authority, as the case may be.

(ii) The court may not accept or consider any evidence outside the record of the land use authority or appeal authority, as the case may be, unless that evidence was offered to the land use authority or appeal authority, respectively, and the court determines that the evidence was improperly excluded.

(b) If there is no record, the court may call witnesses and take evidence.

(9)(a) The filing of a petition does not stay the land use decision of the land use authority or appeal authority, as the case may be.

(b)(i) Before filing a petition under this section or a request for mediation or arbitration of a constitutional taking issue under Section 13-43-204, a land use applicant may petition the appeal authority to stay the appeal authority's decision.

(ii) Upon receipt of a petition to stay, the appeal authority may order the appeal authority's decision stayed pending district court review if the appeal authority finds the order to be in the best interest of the county.

(iii) After a petition is filed under this section or a request for mediation or arbitration of a constitutional taking issue is filed under Section 13-43-204, the petitioner may seek an injunction staying the appeal authority's land use decision.

(10) If the court determines that a party initiated or pursued a challenge to a land use decision on a land use application in bad faith, the court may award attorney fees.

Section 48. Section **17B-1-120** is amended to read:

17B-1-120 (Effective 05/06/26). Exactions -- Exaction for water interest -- Requirement to offer to original owner property acquired by exaction.

(1) A special district may impose an exaction on a service received by an applicant,

including, subject to Subsection (2), an exaction for a water interest if:

(a) the special district establishes that a legitimate special district interest makes the exaction essential; and

(b) the exaction is roughly proportionate, both in nature and extent, to the impact of the proposed service on the special district.

(2)(a)(i) Subject to the requirements of this Subsection (2), a special district shall base an exaction for a water interest on the culinary water authority's established calculations of projected water interest requirements.

(ii) Except as described in Subsection (2)(a)(iii), a culinary water authority shall base an exaction for a culinary water interest on:

(A) consideration of the system-wide minimum sizing standards established for the culinary water authority by the Division of Drinking Water [~~pursuant to~~] in accordance with Section 19-4-114; and

(B) the number of equivalent residential connections associated with the culinary water demand for each specific development proposed in the development's land use application, applying lower exactions for developments with lower equivalent residential connections as demonstrated by at least five years of usage data for like land uses within the special district.

(iii) A special district may impose an exaction for a culinary water interest that results in less water being exacted than would otherwise be exacted under Subsection (2)(a)(ii) if the special district, at the special district's sole discretion, determines there is good cause to do so.

(iv) A special district shall make public the methodology used to comply with Subsection (2)(a)(ii)(B). A service applicant may appeal to the special district's governing body an exaction calculation used by the special district under Subsection (2)(a)(ii). A service applicant may present data and other information that illustrates a need for an exaction recalculation and the special district's governing body shall respond with due process.

(v) If requested by a service applicant, the culinary authority shall provide the basis for the culinary water authority's calculations described in Subsection (2)(a)(i).

(b)(i) A special district may not impose an exaction for a water interest if:

(A) the culinary water authority's existing available water interests exceed the water interests needed to meet the reasonable future water requirement of the public[~~, as determined in accordance with Section 73-1-4.~~] ; or

(B) the special district or the special district's culinary water authority does not have a written plan in accordance with Subsection (2)(b)(ii).

(ii) Beginning on January 1, 2028, a special district shall determine the special district's water interests needed to meet the reasonable future water requirement of the public by completing a written plan described in Subsection 73-1-4(2)(f).

(3)(a) If a special district plans to dispose of surplus real property that was acquired under this section and has been owned by the special district for less than 15 years, the special district shall offer to reconvey the surplus real property, without receiving additional consideration, first to a person who granted the real property to the special district.

(b) The person described in Subsection (3)(a) shall, within 90 days after the day on which a special district makes an offer under Subsection (3)(a), accept or reject the offer.

(c) If a person rejects an offer under Subsection (3)(b), the special district may sell the real property.

Section 49. Section **63I-2-210** is amended to read:

63I-2-210 (Effective 05/06/26). Repeal dates: Title 10.

(1) Subsection 10-2a-205(2)(b)(iii), regarding a feasibility study for the proposed incorporation of a community council area, is repealed July 1, 2028.

(2) Section 10-2a-205.5, Additional feasibility consultant considerations for proposed incorporation of community council area -- Additional feasibility study requirements, is repealed July 1, 2028.

(3) Subsection 10-20-904(4)(c), regarding an inspection fee on a qualified water conservancy district, is repealed July 1, 2026.

(4) Section 10-20-626, Structure height, is repealed July 1, 2027.

Section 50. Section **63I-2-217** is amended to read:

63I-2-217 (Effective 05/06/26). Repeal dates: Titles 17 through 17D.

(1) Subsection 17-79-804(4)(c), regarding an inspection fee on a qualified water conservancy district, is repealed July 1, 2026.

(2) Subsection 17-62-102(3), regarding the process for changing a form of county government, is repealed January 1, 2028.

(3) Subsections 17-62-203(10) through (12), regarding the process to create a districting commission and implementing a district map, are repealed July 1, 2029.

(4) Section 17-79-621, Structure height, is repealed July 1, 2027.

Section 51. Section **73-1-4** is amended to read:

73-1-4 (Effective 05/06/26) (Partially Repealed 12/31/30). Reversion to the public by abandonment or forfeiture for nonuse within seven years -- Saved water -- Nonuse application -- Written plan standards for future water.

(1) As used in this section:

(a) "Public entity" means:

(i) the United States;

(ii) an agency of the United States;

(iii) the state;

(iv) a state agency;

(v) a political subdivision of the state; or

(vi) an agency of a political subdivision of the state.

(b) "Public water supplier" means an entity that:

(i) supplies water, directly or indirectly, to the public for municipal, domestic, or industrial use; and

(ii) is:

(A) a public entity;

(B) a water corporation, as defined in Section 54-2-1, that is regulated by the Public Service Commission;

(C) a community water system:

(I) that:

(Aa) supplies water to at least 100 service connections used by year-round residents; or

(Bb) regularly serves at least 200 year-round residents; and

(II) whose voting members:

(Aa) own a share in the community water system;

(Bb) receive water from the community water system in proportion to the member's share in the community water system; and

(Cc) pay the rate set by the community water system based on the water the member receives; or

(D) a water users association:

(I) in which one or more public entities own at least 70% of the outstanding shares; and

(II) that is a local sponsor of a water project constructed by the United States

Bureau of Reclamation.

(c) "Saved water" means the same as that term is defined in Section 73-3-3.

(d) "Shareholder" means the same as that term is defined in Section 73-3-3.5.

(e) "Water company" means the same as that term is defined in Section 73-3-3.5.

(f) "Water supply entity" means an entity that supplies water as a utility service or for irrigation purposes and is also:

(i) a municipality, water conservancy district, metropolitan water district, irrigation district, or other public agency;

(ii) a water company regulated by the Public Service Commission; or

(iii) any other owner of a community water system.

(2)(a) Except as provided in Subsection (2)(b) or (e), when an appropriator or the appropriator's successor in interest abandons or ceases to beneficially use all or a portion of a water right for a period of at least seven years, the water right or the unused portion of that water right is subject to forfeiture in accordance with Subsection (2)(c).

(b)(i) An appropriator or the appropriator's successor in interest may file an application for nonuse with the state engineer.

(ii) A nonuse application may be filed on all or a portion of the water right, including water rights held by a water company.

(iii) After giving written notice to the water company, a shareholder may file a nonuse application with the state engineer on the water represented by the stock.

(iv)(A) The approval of a nonuse application excuses the requirement of beneficial use of water from the date of filing.

(B) The time during which an approved nonuse application is in effect does not count toward the seven-year period described in Subsection (2)(a).

(v) The filing or approval of a nonuse application or a series of nonuse applications under Subsection (3) does not:

(A) constitute beneficial use of a water right;

(B) protect a water right that is already subject to forfeiture under this section; or

(C) bar a water right owner from:

(I) using the water under the water right as permitted under the water right; or

(II) claiming the benefit of Subsection (2)(e) or any other forfeiture defense provided by law.

(c)(i) Except as provided in Subsection (2)(c)(ii), a water right or a portion of the

water right may not be forfeited unless a judicial action to declare the right forfeited is commenced:

(A) within 15 years from the end of the latest period of nonuse of at least seven years; or

(B) within the combined time of 15 years from the end of the most recent period of nonuse of at least seven years and the time the water right was subject to one or more nonuse applications.

(ii)(A) The state engineer, in a proposed determination of rights filed with the court and prepared in accordance with Section 73-4-11, may not assert that a water right was forfeited unless the most recent period of nonuse of seven years ends or occurs:

(I) during the 15 years immediately preceding the day on which the state engineer files the proposed determination of rights with the court; or

(II) during the combined time immediately preceding the day on which the state engineer files the proposed determination of rights consisting of 15 years and the time the water right was subject to one or more approved nonuse applications.

(B) After the day on which a proposed determination of rights is filed with the court a person may not assert that a water right subject to that determination was forfeited before the issuance of the proposed determination, unless the state engineer asserts forfeiture in the proposed determination, or a person, in accordance with Section 73-4-11, makes an objection to the proposed determination that asserts forfeiture.

(iii) A water right, found to be valid in a decree entered in an action for general determination of rights under Chapter 4, Determination of Water Rights, is subject to a claim of forfeiture based on a seven-year period of nonuse that begins after the day on which the state engineer filed the related proposed determination of rights with the court, unless the decree provides otherwise.

(iv) If in a judicial action a court declares a water right forfeited, on the date on which the water right is forfeited:

(A) the right to beneficially use the water reverts to the public; and

(B) the water made available by the forfeiture:

(I) first, satisfies other water rights in the hydrologic system in order of priority date; and

(II) second, may be appropriated as provided in this title.

(d) Except as provided in Subsection (2)(e), this section applies whether the unused or abandoned water or a portion of the water is:

(i) permitted to run to waste; or

(ii) beneficially used by others without right with the knowledge of the water right holder.

(e) This section does not apply to:

(i) the beneficial use of water according to a written, terminable lease or other agreement with the appropriator or the appropriator's successor in interest;

(ii) a water right if its place of use is contracted under an approved state agreement or federal conservation fallowing program;

(iii) those periods of time when a surface water or groundwater source fails to yield sufficient water to satisfy the water right;

(iv) a water right when water is unavailable because of the water right's priority date;

(v) a water right to store water in a surface reservoir, or an aquifer in accordance with Chapter 3b, Groundwater Recharge and Recovery Act, if the water is stored for present or future beneficial use;

(vi) a water right if a water user has beneficially used substantially all of the water right within a seven-year period, provided that this exemption does not apply to the adjudication of a water right in a general determination of water rights under Chapter 4, Determination of Water Rights;

(vii) except as provided by Subsection (2)(g), a water right:

(A)(I) owned by a public water supplier;

(II) represented by a public water supplier's ownership interest in a water company; or

(III) to which a public water supplier owns the right of beneficial use; and

(B) conserved or held for the reasonable future water requirement of the public, which is determined according to Subsection (2)(f);

(viii) a supplemental water right during a period of time when another water right available to the appropriator or the appropriator's successor in interest provides sufficient water so as to not require beneficial use of the supplemental water right;

(ix) a period of nonuse of a water right during the time the water right is subject to an approved change application where the applicant is diligently pursuing certification;

(x) a water right to store water in a surface reservoir if:

(A) storage is limited by a safety, regulatory, or engineering restraint that the appropriator or the appropriator's successor in interest cannot reasonably correct; and

(B) not longer than seven years have elapsed since the limitation described in Subsection (2)(e)(x)(A) is imposed;

(xi) a water right subject to an approved change application for use within a water bank that has been authorized but not dissolved under Chapter 31, Water Banking Act, during the period of time the state engineer authorizes the water right to be used within the water bank; or

(xii) subject to Subsection (2)(h), that portion of a water right that is quantified as saved water in a final order from the state engineer approving a change application, but not to exceed the amount subsequently verified by the state engineer in a certificate issued under Section 73-3-17.

(f)(i) The reasonable future water requirement of the public is the amount of water needed in the next 40 years by:

(A) the persons within the public water supplier's reasonably anticipated service area based on reasonably anticipated population growth; or

(B) other water use demand.

(ii) For purposes of Subsection (2)(f)(i), a community water system's reasonably anticipated service area:

(A) is the area served by the community water system's distribution facilities; and

(B) expands as the community water system expands the distribution facilities in accordance with Title 19, Chapter 4, Safe Drinking Water Act.

[~~(iii) The state engineer shall by rule made in accordance with Subsection 73-2-1(4) establish standards for a written plan that may be presented as evidence in conformance with this Subsection (2)(f), except that before a rule establishing standards for a written plan under this Subsection (2)(f) takes effect, in addition to complying with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the state engineer shall present the rule to:~~]

[~~(A) if the Legislature is not in session, the Natural Resources, Agriculture, and Environment Interim Committee; or~~]

[~~(B) if the Legislature is in session, the House of Representatives and Senate Natural Resources, Agriculture, and Environment standing committees.~~]

(iii) In accordance with Subsection 73-2-1(4) and Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the state engineer shall make rules to establish standards for a written plan under this Subsection (2)(f) that:

(A) determines the reasonable future water requirement of the public for a public water supplier; and

(B) a public water supplier shall complete to demonstrate compliance with this Subsection (2)(f).

(iv) The state engineer shall present rules developed under Subsection (2)(f)(iii), before the rules take effect, to:

(A) if the Legislature is not in session, the Natural Resources, Agriculture, and Environment Interim Committee; or

(B) if the Legislature is in session, the House and Senate Natural Resources, Agriculture, and Environment standing committees.

(v) The rules that the state engineer makes to establish standards for a written plan in accordance with Subsection (2)(f)(iii) shall include a standard for determining:

(A) a population estimate, including anticipated population growth, consistent with an estimate or methodology under Title 63C, Chapter 20, Utah Population Committee;

(B) an impact of current and future drought conditions;

(C) an anticipated loss of a water source due to a natural disaster, including an earthquake or a change in climate;

(D) an impact of a water conservation activity described in a public water supplier's water conservation plan described in Section 73-10-32;

(E) the amount of water a public water supplier needs per capita; and

(F) any other factor relevant to establishing the reasonable future water requirement of the public for a public water supplier.

(g) For a water right acquired by a public water supplier on or after May 5, 2008, Subsection (2)(e)(vii) applies if:

(i) the public water supplier submits a change application under Section 73-3-3; and

(ii) the state engineer approves the change application.

(h) Saved water does not retain the protection of Subsection (2)(e)(xii) and any period of nonuse for saved water begins to run the day on which:

(i) the underlying water right that serves as the basis for the saved water is declared by court decree to have been lost due to forfeiture under this section; or

(ii) the title of a right to saved water segregated under Section 73-3-27 is conveyed independent of the underlying water right.

(3)(a) The state engineer shall furnish a nonuse application form requiring the following information:

(i) the name and address of the applicant;

(ii) a description of the water right or a portion of the water right, including the point of diversion, place of use, and priority;

(iii) the quantity of water;

(iv) the period of use;

(v) the extension of time applied for;

(vi) a statement of the reason for the nonuse of the water; and

(vii) any other information that the state engineer requires.

(b)(i) Upon receipt of the application, the state engineer shall publish a notice of the application once a week for two successive weeks:

(A) in a newspaper of general circulation in the county in which the source of the water supply is located and where the water is to be beneficially used; and

(B) as required in Section 45-1-101.

(ii) The notice shall:

(A) state that an application has been made; and

(B) specify where the interested party may obtain additional information relating to the application.

(c) An interested person may file a written protest with the state engineer against the granting of the application:

(i) within 20 days after the notice is published, if the adjudicative proceeding is informal; and

(ii) within 30 days after the notice is published, if the adjudicative proceeding is formal.

(d) In a proceeding to determine whether the nonuse application should be approved or rejected, the state engineer shall follow Title 63G, Chapter 4, Administrative Procedures Act.

(e) After further investigation, the state engineer may approve or reject the application.

(4)(a) The state engineer shall grant a nonuse application on all or a portion of a water right for a period of time not exceeding seven years if the applicant shows a reasonable cause for nonuse.

(b) A reasonable cause for nonuse includes:

(i) a demonstrable financial hardship or economic depression;

(ii) a physical cause or change that renders use beyond the reasonable control of the water right owner so long as the water right owner acts with reasonable diligence to resume or restore the use;

(iii) the initiation of water conservation or an efficiency practice, or the operation of a groundwater recharge recovery program approved by the state engineer;

(iv) operation of a legal proceeding;

(v) the holding of a water right or stock in a mutual water company without use by a water supply entity to meet the reasonable future requirements of the public;

(vi) situations where, in the opinion of the state engineer, the nonuse would assist in implementing an existing, approved water management plan; or

(vii) the loss of capacity caused by deterioration of the water supply or delivery equipment if the applicant submits, with the application, a specific plan to resume full use of the water right by replacing, restoring, or improving the equipment.

(5)(a) Sixty days before the expiration of a nonuse application, the state engineer shall notify the applicant by mail or by a form of electronic communication through which receipt is verifiable, of the date when the nonuse application will expire.

(b) An applicant may file a subsequent nonuse application in accordance with this section.

Section 52. **Effective Date.**

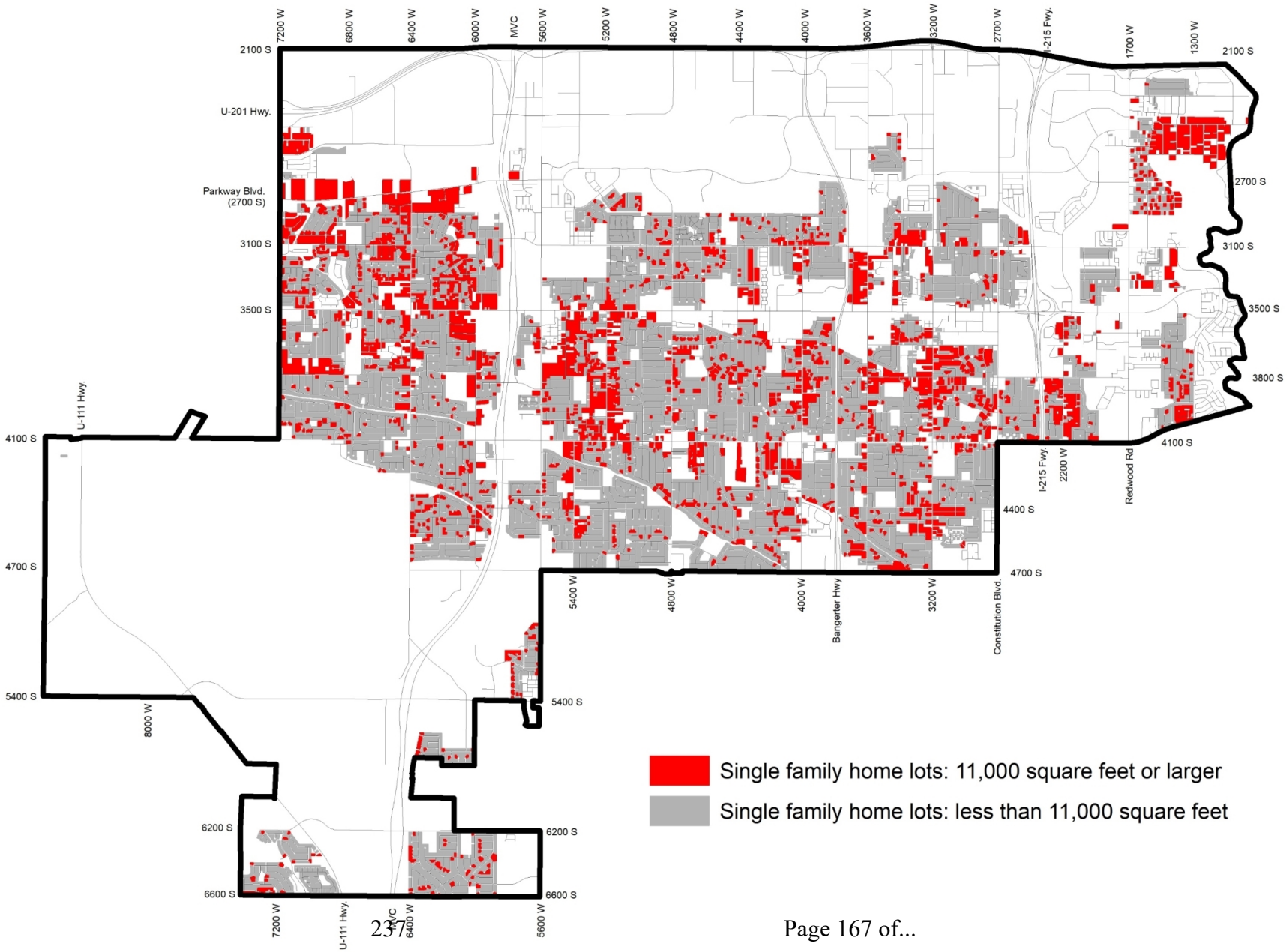
(1) Except as provided in Subsection (2), this bill takes effect May 6, 2026.

(2) The actions affecting Section 10-21-304 **(Effective 10/01/26)** take effect on October 1, 2026.

ZT-1-2026

- Applicant: West Valley City
- Request: A change to the City's Zoning Ordinance by amending Sections 7-1-103, 7-2-128, 7-3-106, 7-5-101, 7-6-201, 7-12-105, and 7-7-115.5 and adding Section 7-7-107.5 to comply with State law.
- Staff: Steve Pastorik

ZT-1-2026



WEST VALLEY CITY
www.wvc-ut.gov

West Valley City Issue Paper

City Council Review

Description: Subdivision Amendment with Utility Easement Vacation

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Require ☐

Issue:

Application #: SA-4-2026
Applicant: Jake Wyckoff
Request: Approval of a subdivision amendment with public utility easement vacation.

Summary:

Jake Wyckoff is requesting approval for the Colt Plaza III Subdivision, Lot 5A, Third Amended. The subdivision will abandon existing public utility easements on Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended. The subdivision is located at 2938 South Glen Eagles Drive and is zoned C-2 (General Commercial).

Issues:

The purpose of this application is to amend lot 5A of the existing subdivision, which was recorded in 2015. There is a storage unit project on the property that was finished in 2019. The existing lot has public utility easements that run along most of the north and south property lines. The owner is requesting to amend the subdivision plat to eliminate the easements under the storage unit buildings. The impacted utility companies provided easement release letters.

Recommendation: The Planning Commission recommends approval.

Department: Community Development
Submitted by: Brock Anderson, Planning Manager
Date: 4/30/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE APPROVING THE VACATION OF CERTAIN PUBLIC UTILITY EASEMENTS.

WHEREAS, the City is in receipt of petition SA-4-2026, proposing subdivision amendment and public utility easement vacation for Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended; and

WHEREAS, the property is already developed with all necessary utilities and the affected utility companies have submitted easement release letters; and

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

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

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

Section 1. The public utility easement vacation of the portion of Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended as shown in Petition SA-4-2026 and on the amended subdivision plat is hereby approved.

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

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

SA-4-2026
Petition by Jake Wyckoff requesting approval for the Colt Plaza III, Lot 5A, Third Amended Subdivision. The subdivision will abandon easements on Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended. The subdivision is located at 2938 South Glen Eagles Drive and is zoned C-2 (General Commercial). (Staff – Brock Anderson at 801-963-3361 or brock.anderson@wvc-ut.gov).

BACKGROUND:

Jake Wyckoff is requesting approval for the Colt Plaza III, Lot 5A, Third Amended Subdivision. The subdivision will abandon easements on Lot 5A of the Colt Plaza III Subdivision, Lot 5 Second Amended & Extended. The subdivision is located at 2938 South Glen Eagles Drive and is zoned C-2 (General Commercial).

ISSUES:

The requested amended is for a subdivision plat that was recorded in June of 2015. There is a storage unit project on the property that was finished in 2019. The existing lot has public utility easements that run along most of the north and south property lines. The owner is requesting to amend the subdivision plat to eliminate the easements under the buildings. No other changes to the current lot are proposed. The impacted utility companies provided easement release letters.

STAFF ALTERNATIVES:

1. Approve the Colt Plaza III Subdivision, Lot 5A, Third Amended subject to a resolution of staff and agency comments.

2. Continue the application for reasons determined during the Planning Commission meeting.

Discussion: Brock Anderson presented the application.

The applicant Jake Wyckoff was present. No questions were asked.

Commissioner Durfee motioned to approve the application. Commissioner Woodruff seconded. All were in favor.

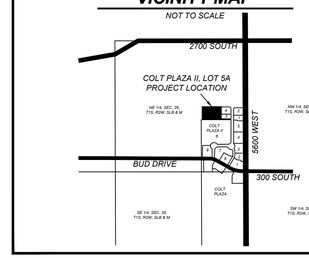
UNANIMOUS— SA-4-2026—APPROVED

COLT PLAZA II SUBDIVISION, LOT 5A, THIRD AMENDED
(ABANDONING EASEMENTS ON LOT 5A, COLT PLAZA III SUBDIVISION, LOT 5 SECOND AMENDED & EXTENDED)

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

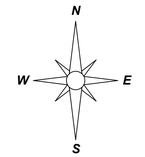
VICINITY MAP

NOT TO SCALE



LINE TABLE

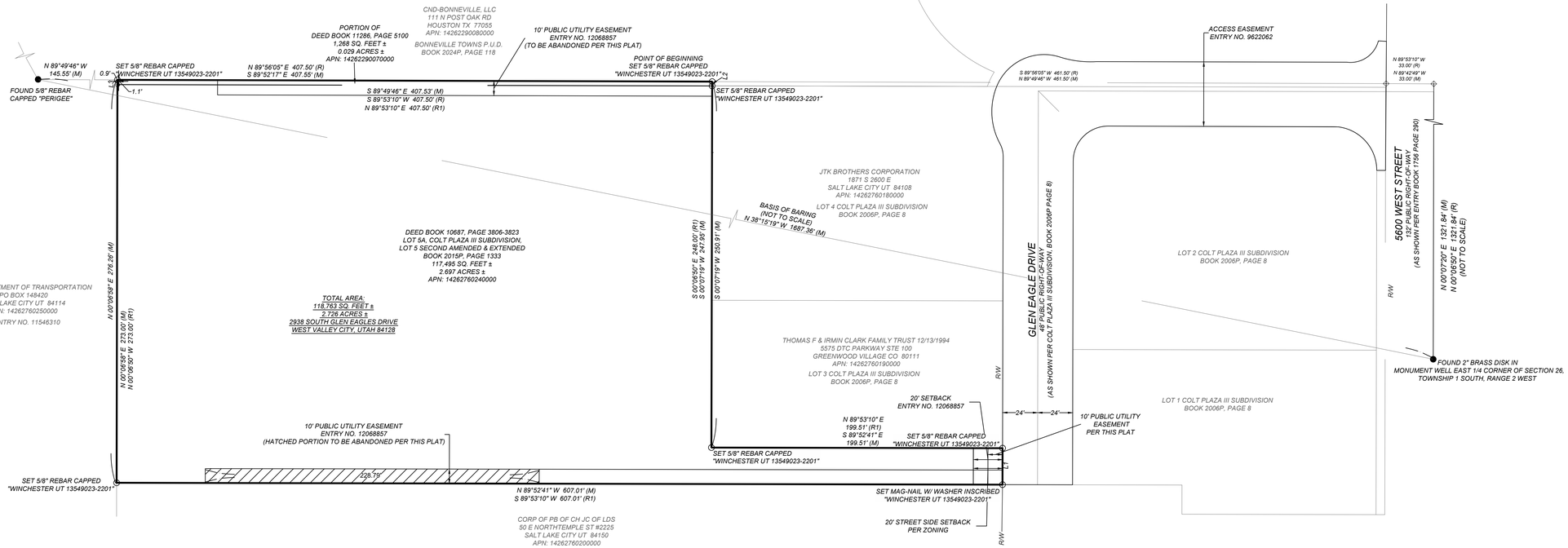
LINE	BEARING	DISTANCE
L1 (M)	S 00°07'19" W	25.00'
L1 (R1)	S 00°06'50" E	25.00'
L2 (M)	S 00°07'19" W	2.96'
L2 (R)	S 00°06'31" E	2.91'
L3 (M)	N 00°06'58" E	3.26'
L3 (R)	N 00°03'55" W	3.26'



SCALE: 1" = 40'
GRAPHIC SCALE
0 20' 40' 80'

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- (R1) RECORD DIMENSION PER BOOK 2015P PAGE 133
- BOUNDARY LINE
- EASEMENT LINE
- R/W RIGHT-OF-WAY LINE



MISCELLANEOUS NOTES

1. DEVELOPER:
2. BASIS OF BEARING: FOUND AND ACCEPTED SECTION MONUMENTS IN 5600 WEST ROADWAY AS SHOWN HEREON.
3. BOUNDARY CORNERS: MULTIPLE SET 5/8" REBAR WITH PLASTIC CAP MARKED "WINCHESTER UT 13549023-2201" AND A SET MAG-NAIL WITH WASHER "WINCHESTER UT 13549023-2201"
4. CURRENT AND PLANNED FUTURE ZONING: C-2
5. LOT 5A, THIRD AMENDED IS PART OF A COMMERCIAL SUBDIVISION AND IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "COLT PLAZA II SUBDIVISION".
6. THE LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHTS OF WAY IS TO BE MAINTAINED BY THE COLT PLAZA II SUBDIVISION PROPERTY OWNERS ASSOCIATION.
7. SIDEWALKS AND PATHWAYS ARE LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY BUT ARE WITHIN A PUBLIC SIDEWALK EASEMENT, DEDICATED AND SHOWN HEREON. SIDEWALKS AND PATHWAYS ARE TO BE MAINTAINED BY COLT PLAZA II SUBDIVISION PROPERTY OWNERS ASSOCIATION.
8. BUILDING SETBACKS: A 20 FOOT MINIMUM BUILDING SETBACK FROM THE PROPERTY LINE ALONG GLEN EAGLE DRIVE. INTERIOR SETBACKS: 0 FEET. SETBACK ADJACENT TO RESIDENTIAL LOTS: 10 FEET.
9. DEVELOPMENT OF THIS LOT REQUIRES A CONDITIONAL USE PERMIT THROUGH WEST VALLEY CITY.
10. ALL LOTS IN COLT PLAZA II SUBDIVISION SHARE CROSS EASEMENTS FOR ACCESS, PARKING, PUBLIC UTILITIES, AND STORM DRAINAGE.
11. A ACCESS EASEMENT AGREEMENT IN FAVOR OF PARCEL 14262760240000, AS SHOWN HEREON, IS ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER (ENTRY NO. 9622062, BOOK 9248, PAGE 4115, DATED JANUARY 27, 2006).

RECORD DESCRIPTION

DEED BOOK 10687, PAGE 3806-3823: (APN: 14262760240000)
LOT 5A, COLT PLAZA III SUBDIVISION, LOT 5 SECOND AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

DEED BOOK 11286, PAGE 5100: (APN: 14262290070000)
BEGINNING AT A POINT BEING NORTH 00°06'50" WEST 1321.84 FEET ALONG THE SECTION LINE AND SOUTH 89°53'10" WEST 33.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°06'50" EAST 2.52 FEET TO THE NORTHEAST CORNER OF COLT PLAZA III SUBDIVISION, RECORDED JANUARY 11, 2006 AS ENTRY NO. 9608034 IN BOOK 2006P AT PAGE 8 AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°53'10" WEST 869.00 FEET ALONG THE NORTHERLY LINE OF SAID COLT PLAZA III SUBDIVISION TO THE NORTHWEST CORNER OF SAID COLT PLAZA III SUBDIVISION; THENCE NORTH 00°03'55" WEST 3.26 FEET; THENCE NORTH 89°56'05" EAST 869.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,511 SQ FT OR 0.058 ACRES, MORE OR LESS

SURVEYOR'S NARRATIVE

THIS SURVEY WAS PREFORMED AT THE REQUEST OF UTEX STORAGE PARTNERS FOR THE PURPOSE OF ABANDONING EASEMENTS ON A TRACT OF LAND DESCRIBED IN WARRANTY DEED BOOK 10687 PAGE 3803-3805 & QUICK CLAM DEED BOOK 11387 PAGE 8815- 8816 FILED WITH SALT LAKE COUNTY RECORDS, BEING THE SAME AS DESCRIBED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY, TITLE COMMITMENT #NCSUT00180. THE BASIS OF BEARING IS N 38°15'19" W AND WAS DERIVED FROM THE EAST 1/4 CORNER OF SECTION 26, T1S, R2W, SLB&M AND BEING SHOWN ON A RECORDED PLAT COLT PLAZA III SUBDIVISION, LOT 5 SECOND AMENDED & EXTENDED (AMENDING & EXTENDING LOT 5 OF COLT PLAZA III SUBDIVISION AND LOT 5 OF COLT PLAZA III SUBDIVISION LOT 5 AMENDED), UNDER DOCUMENT NO. 12068857. IN COMBINATION WITH RECORD PLAT HOTEL 5600 SUBDIVISION, DOCUMENT NO. 13978259, SAID SUBJECT TRACTS PLACEMENT WAS DETERMINED FROM SAID 1/4 SECTION LINE MONUMENTATION IN COMBINATION WITH OTHER MONUMENTATION SHOWN IN PREVIOUSLY DESCRIBED PLATS. ADDITIONALLY SAID MONUMENTS WERE FOUND TO BE WITHIN TOLERANCES AND HELD IN REFERENCE TO SAID SUBJECT TRACTS AND MISSING CORNERS HAVING BEEN RESET WITH 5/8" CAPPED REBAR INSCRIBED 'WINCHESTER UT 13546023-2201'. SAID TRACT BEING FURTHER DESCRIBED AS THE NORTHERLY LINE BEING BOUND BY A 6 FOOT FENCE, ITS EASTERLY LINE BEING BOUND BY A 6' FENCE THAT TRANSITIONS TO A WALL, ITS SOUTHERLY LINE BY A WALL AND ITS WESTERLY LINE BEING BOUND BY THE BUILDING LOCATED ON SAID TRACT.

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

ON THE_____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS MANAGER _____ AND THAT HE/SHE IS MANGER OF _____ AND DULY ACKNOWLEDGE TO ME THAT HE/SHE IS AUTHORIZED TO SIGN FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANIES AND FURTHER ACKNOWLEDGE TO ,E THAT SAID LIMITED LIABILITY COMPANIES EXECUTED THE SAME.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES:_____
RESIDING IN, _____, COUNTY, UTAH

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THE I/WE, THE UNDERSIGNED OWNERS OF TRACT LAND HEREON SHOWN AND DESCRIBED, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO AN AMENDED LOT, TOGETHER WITH EASEMENTS, TO BE HEREAFTER KNOW AS "COLT PLAZA SUBDIVISION, LOT 5A, THIRD AMENDED." I/WE DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT AND DO HEREBY DEDICATE THE PUBLIC SIDEWALK EASEMENTS AND OTHER EASEMENTS AND PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

_____

BY: _____

SURVEYOR'S CERTIFICATE

I, JAMES WINCHESTER, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 10175990, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PREFORMED A SURVEY OF THE HEREON SHOWN AND DESCRIBED TRACT OF LAND, AND BY THAT SAME AUTHORITY, I HAVE SUBDIVIDED SAID TRACT OF LAND INTO AN AMENDED LOT, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS "COLT PLAZA III SUBDIVISION, LOT 5 AMENDED".

I FURTHER CERTIFY THAT THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

_____ JAMES WINCHESTER

_____ DATE:

PROFESSIONAL LAND SURVEYOR — No. 10175990 — 2201 — KELLY WINCHESTER — STATE OF UTAH

PRELIMINARY

CITY PLANNING COMMISSION	S.L. VALLEY HEALTH DEPARTMENT	GRANGER-HUNTER I.D.	WEST VALLEY CITY ENGINEERING	APPROVAL AS TO FORM	CITY COUNCIL APPROVAL	RECORDED
APPROVED AND ACCEPTED BY THE WEST VALLEY CITY PLANNING COMMISSION ON THIS _____DAY OF _____A.D. 20_____.	APPROVED AND ACCEPTED BY THE SALT LAKE VALLEY HEALTH DEPARTMENT ON THIS _____DAY OF _____A.D. 20_____.	APPROVED AND ACCEPTED BY THE GRANGER-HUNTER IMPROVEMENT DISTRICT ON THIS_____ DAY OF _____A.D. 20_____.	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20_____.	PRESENTED TOT THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D. 20_____, AT WHICH TIME THIS SUBDIVISION APPROVED AND ACCEPTED.	NUMBER: _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:
_____ CHAIR, WEST VALLEY CITY PLANNING COMMISSION	_____ SALT LAKE VALLEY HEALTH DEPARTMENT	_____ GRANGER HUNTER IMPROVEMENT DISTRICT	DATE:_____ WEST VALLEY CITY ENGINEER	_____ WEST VALLEY CITY ATTORNEY	_____ WEST VALLEY CITY ATTORNEY	DATE:_____TIME:_____ BOOK:_____ PAGE:_____ _____ FEE:$ SALT LAKE COUNTY RECORDER

BLEW
Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 25-4131.03	SURVEY DRAWN BY: DLS- 10/23/2025
SURVEY REVIEWED BY: TP & TS	SCALE: 1" = 40'
FOR THE USE AND BENEFIT OF: UTEX STORAGE PARTNERS	

SA-4-2026

- Applicant: Jake Wykoff
- Request: A subdivision amendment for the Colt Plaza III Subdivision, Lot 5A, Third Amended. The proposed subdivision will abandon utility easements on the lot.
- Location: 2938 S Glen Eagles Dr.
- Acres 2.67
- Staff: Brock Anderson

SA-4-2026

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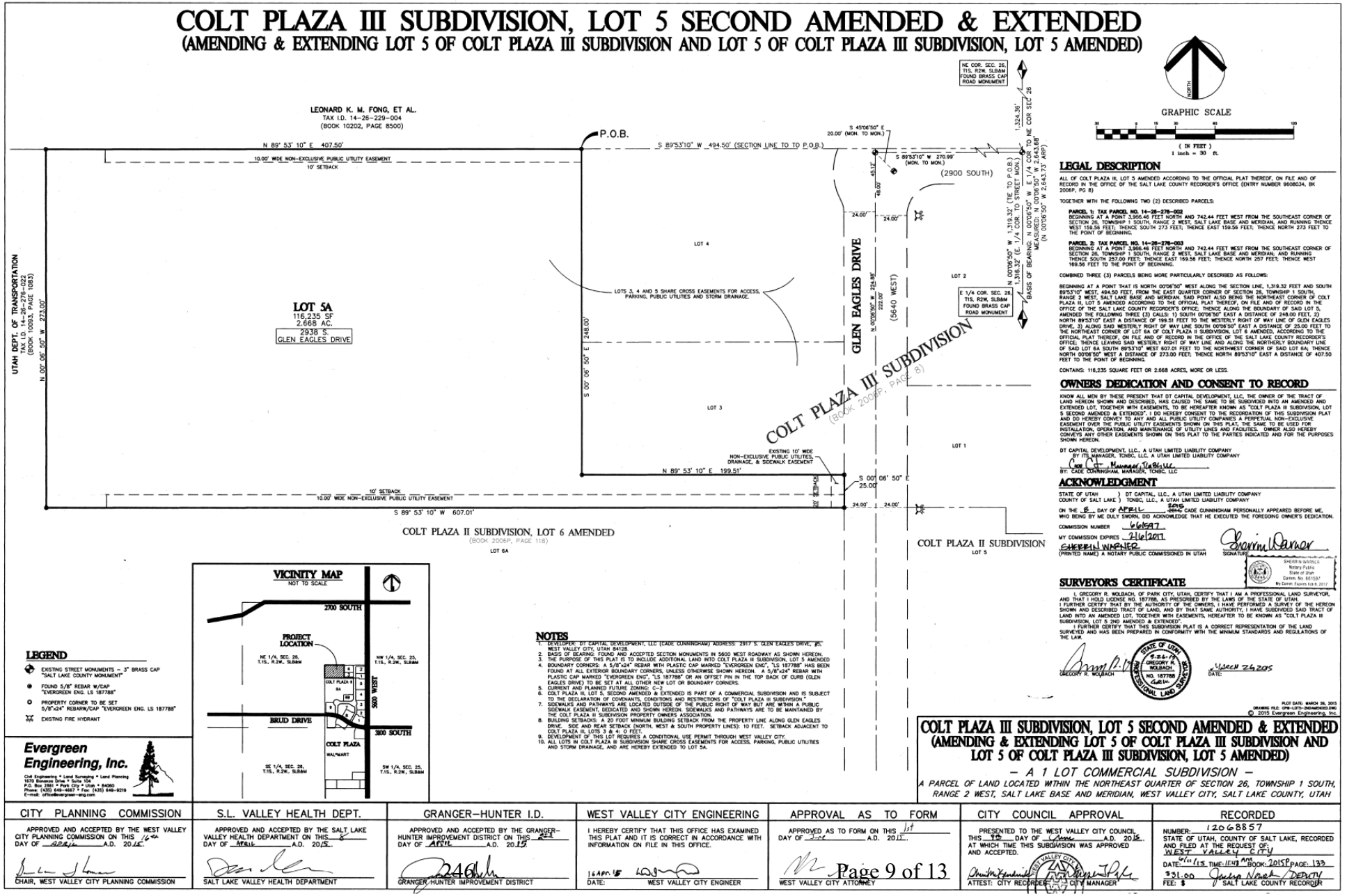
SA-4-2026

WEST VALLEY CITY
www.wvc-ut.gov

SA-4-2026

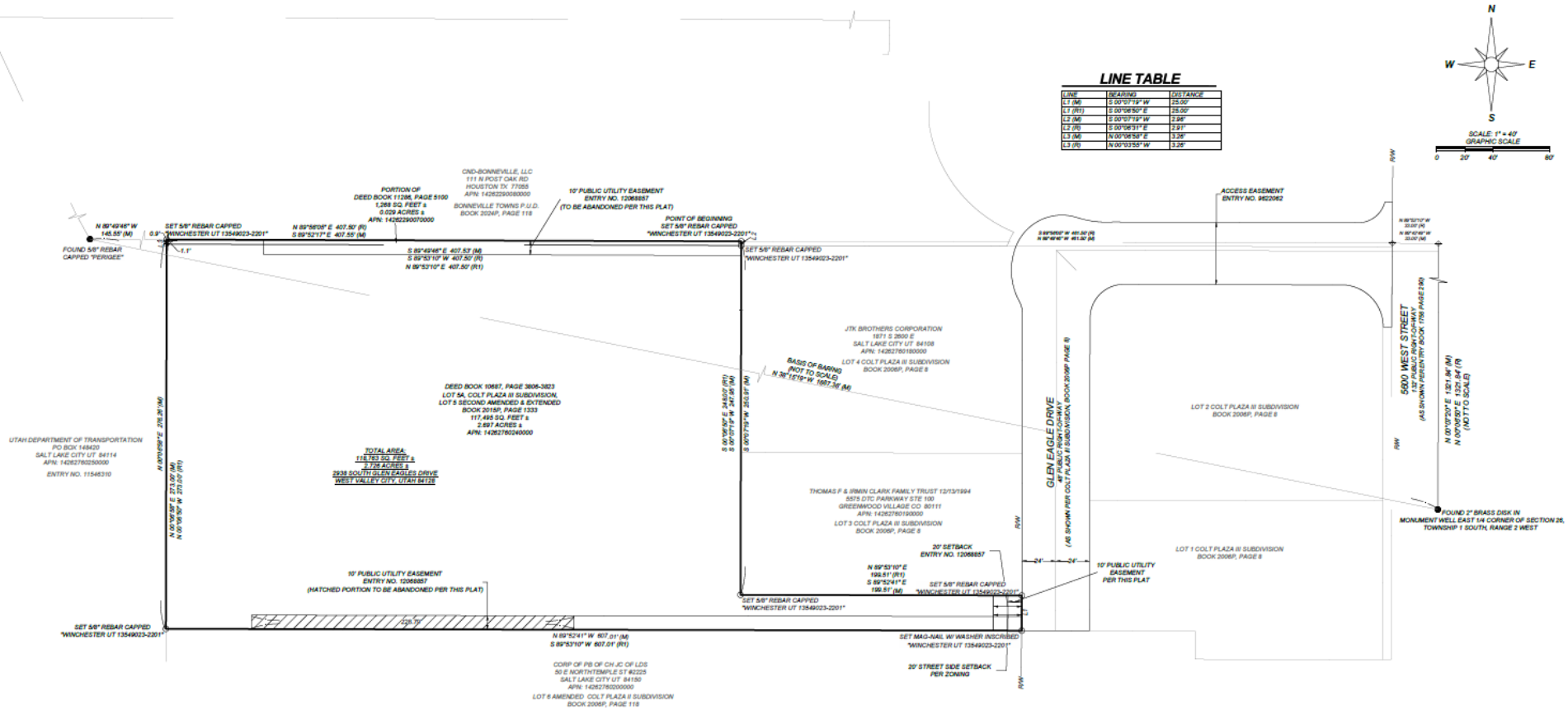


WEST VALLEY CITY
www.wvc-ut.gov

SA-4-2026

COLT PLAZA II SUBDIVISION, LOT 5A, THIRD AMENDED
(ABANDONING EASEMENTS ON LOT 5A, COLT PLAZA III SUBDIVISION, LOT 5 SECOND AMENDED & EXTENDED)

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



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CONTAINS 2,511 SQ FT OR 0.058 ACRES, MORE OR LESS

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ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS MANAGER _____ AND THAT HE/SHE IS MANGER OF _____ AND DULY ACKNOWLEDGE TO ME THAT HE/SHE IS AUTHORIZED TO SIGN FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANIES AND FURTHER ACKNOWLEDGE TO _E THAT SAID LIMITED LIABILITY COMPANIES EXECUTED THE SAME.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ RESIDING IN: _____ COUNTY, UTAH

OWNERS DEDICATION AND CONSENT TO RECORD

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_____

BY: _____

SA-4-2026

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SA-4-2026

WEST VALLEY CITY
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West Valley City Issue Paper

City Council Review

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Building Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Building Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Existing Building Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Existing Building Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Energy Conservation Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Energy Conservation Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Fire Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Fire Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Fuel Gas Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Fuel Gas Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Mechanical Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Mechanical Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Plumbing Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be July 1, 2026.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2021 editions of the International Plumbing Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Property Maintenance Code,

Summary:

Every three years revised editions of the building code must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The International Property Maintenance Code establishes a minimum requirement to provide reasonable level of health, safety, property protection, and general welfare insofar as they are affected by the continual occupancy and maintenance of structures and premises. The effective date of this code edition will be July 1, 2026.

Background:

In order to maintain a current and applicable code, it is necessary to replace the 2021 editions of the International Property Maintenance Code by adopting the 2024 editions of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

Description:

Fiscal Impact: $1,000.00

Funding Source: CD Budget

Account #: N/A

Budget Opening Required: ☐

Issue:

Adoption of the 2024 edition of the International Wildland Urban Interface Code,

Summary:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions. The effective date of this code edition will be January 1, 2027.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to update the International Wildland Urban Interface Code by adopting the 2024 edition of said code.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 4/2/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-12-101, 16-13-101, 16-14-101, 16-15-101 AND 16-16-101 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT CERTAIN INTERNATIONAL BUILDING CODES.

WHEREAS, Title 16 of the West Valley City Municipal Code adopts various international building codes; and

WHEREAS, the City desires to update Title 16 to conform to recent adoptions made by the state of Utah; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code are hereby amended as follows:

16-1-101. ADOPTION OF INTERNATIONAL BUILDING CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of the buildings and structures and certain equipment within the City, the entire ~~2021~~ 2024 edition of the International Building Code, as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-1-102. The International Building Code, as adopted above, is hereby fully incorporated as if set herein in its entirety, with the amendments as set forth in Section 16-1-102, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Building Code has been filed for use and examination by the public in the City Recorder's Office.

16-2-101. ADOPTION OF INTERNATIONAL MECHANICAL CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances with the City, the entire ~~2021~~ 2024 edition of the International Mechanical Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Mechanical Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Mechanical Code has been filed for use and examination by the public in the City Recorder's Office.

16-4-101. ADOPTION OF THE INTERNATIONAL PLUMBING CODE.

(1) For the purpose of providing minimum requirements and standards for the protection of the public health, safety and welfare by regulating the erection, installation, alteration, addition, repair, relocation, replacement, and maintenance or use of any plumbing system, the

entire ~~2021~~ 2024 edition of the International Plumbing Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Plumbing Code is hereby fully incorporated, as adopted above, as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Plumbing Code has been filed for use and examination by the public in the City Recorder's Office.

16-6-101. ADOPTION OF INTERNATIONAL FIRE CODE.

(1) For the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the entire ~~2021~~ 2024 edition of the International Fire Code ("IFC"), including the International Fire Code Standards, is hereby adopted as recommended by the International Code Council and the International Conference of Building Officials, including Appendix B, Fire-Flow Requirements for Buildings, Appendix C, Fire Hydrant Locations and Distribution, and Appendix D, Fire Apparatus Access Roads, with such deletions, modifications, exceptions, and amendments as set forth below. The IFC, as adopted above, is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, three copies of the Code have been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance codified in this Chapter.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Residential Code has been filed in the Office of the City Recorder for use and examination by the public.

16-12-101. ADOPTION OF INTERNATIONAL FUEL GAS CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the City, the entire ~~2021~~ 2024 edition of the International Fuel Gas Code,

including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Fuel Gas Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Fuel Gas Code has been filed for use and examination by the public in the City Recorder's Office.

16-13-101. ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design of building envelopes to provide for adequate thermal resistance and minimal air leakage, and to regulate the selection of utility equipment for buildings within the City, the entire ~~2021~~ 2024 edition of the International Energy Conservation Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Energy Conservation Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Energy Conservation Code has been filed for use and examination by the public in the City Recorder's Office.

16-14-101. ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

(1) For the purpose of prescribing regulations governing building maintenance for the interior and exterior of structures, space requirements and maximum occupancy, and heating, plumbing, light and ventilation in buildings, the entire ~~2021~~ 2024 edition of the International Property Maintenance Code ("IPMC"), including any amendments made by the state of Utah, is hereby adopted as recommended by the International Code Council.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the Code has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance codified in this Chapter.

16-15-101. ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE.

(1) For the purpose of providing alternate approaches to repair, alteration, and additions to existing buildings which do not comply with current building codes, and to avoid cost prohibitive retrofits in excess of the value of the existing building, the entire ~~2021~~ 2024 edition of the International Existing Building Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as recommended by the International Code Council.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Existing Building Code has been filed for use and examination by the public in the City Recorder's Office.

16-16-101 ADOPTION OF THE UTAH WILDLAND URBAN INTERFACE CODE

(1) The entire 2006 edition of the Utah Wildland Urban Interface Code, together with all amendments adopted by the state of Utah, is hereby adopted as set forth in Section 15A-2-103, Utah Code Annotated 1953. The Utah Wildland Urban Interface Code as adopted herein shall be applicable within areas designated as wildland urban interface in a map adopted by the City Council.

(2) Effective January 1, 2027, the entire 2024 edition of the International Wildland Urban Interface Code, together with all amendments adopted by the state of Utah, is hereby adopted as set forth in Section 15A-2-103, Utah Code Annotated 1953. The International Wildland Urban Interface Code as adopted herein shall be applicable within areas designated as wildland urban interface in a map adopted by the City Council.

(3) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the Utah Wildland Urban Interface Code has been filed for use and examination by the public in the City Recorder's Office.

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

Section 4. Effective Date. This Ordinance shall take effect July 1, 2026 and subsequent posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

West Valley City Issue Paper

City Council Review

Description: Adopt the West Valley City Wildland Urban Interface Map

Fiscal Impact: $0.00

Funding Source:

Account #:

Budget Opening Required: ☐

Issue:

An ordinance enacting the West Valley City International Wildland Urban Interface Code Map as part of Chapter 16-16.

Summary:

During the 2025 Utah Legislative session, House Bill 48 required each jurisdiction in the State of Utah to adopt the 2006 Utah Wildland Urban Interface Code along with a map detailing where this code would be applicable or enforced. The provisions and requirements associated with these areas of the city are only for the enforcement of the specific code requirements and standards as they relate to potential wildland fire, in addition to the other applicable construction codes as currently adopted. Structures currently in the identified zone are not required by this map or code to make changes but any changes made hereafter will be required to comply with the current Wildland Urban Interface Code.

Background:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to enact a map identifying the applicable location of International Wildland Urban Interface Code enforcement.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development/Building Inspection Division
Submitted by: Jerry Thompson, Chief Building Official
Date: 04/02/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION OF THE WEST VALLEY CITY COUNCIL ADOPTING A WILDLAND URBAN INTERFACE MAP.

WHEREAS, the City has adopted the 2006 Utah Wildland Urban Interface Code as required by state law in Chapter 16-16 of the West Valley City Municipal Code; and

WHEREAS, based on state and county data, the Fire Marshal has prepared a map identifying areas within the City as wildland-urban interface; and

WHEREAS, the West Valley City Council has determined that it is in the best interests of the health, safety, and welfare of the residents of the City to adopt said map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that in accordance with Utah law and Chapter 16-16 of the West Valley City Municipal Code, the West Valley City Council hereby adopts the attached wildland-urban interface map.

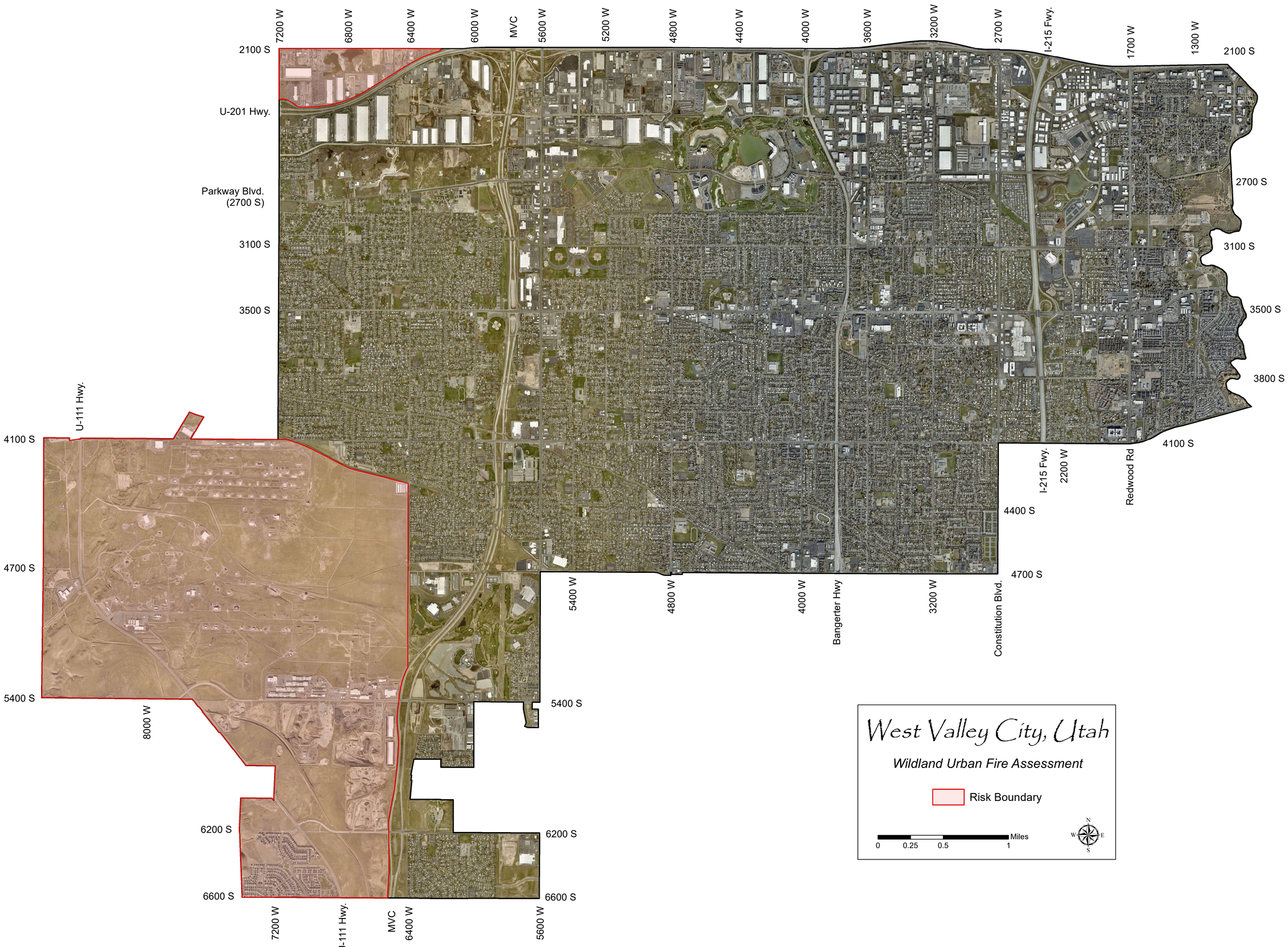
PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER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West Valley City, Utah
Wildland Urban Fire Assessment
Risk Boundary
Miles
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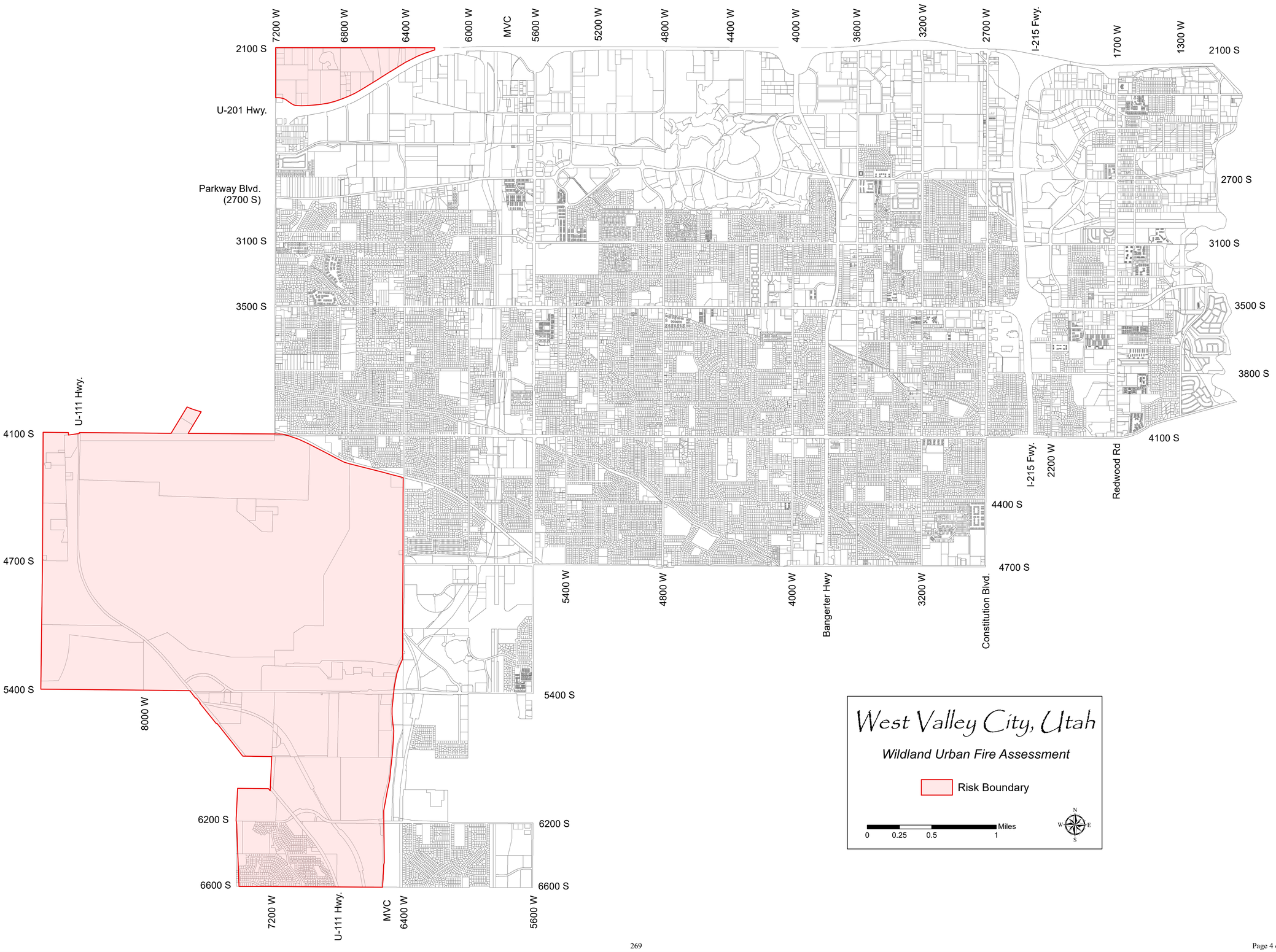
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6200 S
6600 S
West Valley City, Utah
Wildland Urban Fire Assessment
Risk Boundary
Miles
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West Valley City Issue Paper

City Council Review

Description: Salt Lake County Interlocal Cooperation Agreement

Fiscal Impact: None

Funding Source: NA

Account #: NA

Budget Opening Required: ☐

Issue: Interlocal Cooperation Agreement with Salt Lake County

Summary:
West Valley City is part of a county wide consortium of cities that receive Housing and Urban Development (HUD) HOME Investment Partnerships (HOME) funds through Salt Lake County. To participate in the Salt Lake County HOME Consortium and receive this funding we must have an interlocal agreement in place with Salt Lake County. The agreement is effective from October 1, 2026, until September 30, 2029.

Background:
West Valley City has been a member of the Salt Lake HOME Consortium for over 20 years. Salt Lake County is the lead for the HOME Partnership Funds and assumes all the administration costs for the program. The HOME Partnership Funds that West Valley City received are passed through Salt Lake County. We receive yearly funds and enter into an agreement with Salt Lake County to spend the funding. We invoice Salt Lake County for reimbursement of eligible expenses.

Recommendation:
Approve the attached Interlocal Cooperation Agreement with Salt Lake County

Department:
Submitted by:
Date:

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS.

WHEREAS, the City desires to receive federal funding under the HOME Investment Partnerships Act for use in maintaining and preserving certain affordable housing within the City; and

WHEREAS, Salt Lake County is the designated lead agency in the HOME funding consortium and administers subgrants from the federal government; and

WHEREAS, in order to receive said subgrants, the City and other recipient entities are required to participate in the HOME funding consortium; and

WHEREAS, an interlocal agreement (the "Agreement") has been prepared by and between Salt Lake County, other recipient entities, and the City 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 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 for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

County Contract No.
District Attorney No. 26CIV000557

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
SANDY CITY, SOUTH JORDAN, WEST JORDAN CITY, WEST VALLEY CITY, HERRIMAN CITY, AND TAYLORSVILLE CITY RELATING TO THE HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2027 THROUGH 2029

******

This Agreement ("Agreement") is made and entered into as of the date that the last Party hereto executes the same, and shall be effective as of October 1st, 2026, by and between Salt Lake County ("County") a body corporate and politic of the State of Utah, and Sandy City, South Jordan, West Jordan City, West Valley City, Herriman City, and Taylorsville City (the "Cities"), municipal corporations of the State of Utah located within Salt Lake County. County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the HOME Program is authorized by the HOME Investment Partnerships Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et seq.) (the "Act"), and which permits and provides for the participation of the United States Government in a wide range of local housing activities and programs authorized under Title II of the Act (the "HOME Program") and administered by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government can be considered to be a unit of general local government for the purpose of the HOME Program;

WHEREAS, in accordance with Section 217(b)(3) of the Act, approved consortia of units of local governments are considered jurisdictions eligible to receive allocations of HOME funds by formula;

WHEREAS, the Parties are governmental entities and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, *et seq.,* Utah Code Annotated, (2013) to enter into agreements with each

other to perform any governmental service, activity and undertaking which each governmental entity is authorized by law to perform;

WHEREAS, the Cities and County have determined that it will be mutually beneficial and in the public interest to enter into an interlocal cooperation agreement to form a consortium in order to receive HOME funds and to participate in the HOME Program;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Cities agree as follows:

1. The Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities pursuant to the HOME Program and agree, collectively, and individually, to affirmatively further fair housing.

2. The Parties authorize County to act in a representative capacity for all members of the consortium for the purposes of the HOME Program. As the lead entity, County has the authority to amend the Agreement to add new members to the consortium.

3. The Parties agree that County, as the lead entity, shall assume overall responsibility for ensuring the consortium's HOME Investment Partnership Program is carried out in compliance with the requirements of the program, including requirements concerning Consolidated Plan as set forth in HUD regulations in 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350.

4. This Agreement shall begin as of the above-mentioned date and shall continue for Federal Fiscal Years 2027 through 2029 consistent with the Salt Lake County Urban County qualification. This Agreement is for the Federal Fiscal Years of 2027, 2028, and 2029, which for program implementation means for the Federal Fiscal Year 2027, the program year is from July 1st, 2027, to June 30th, 2028, for the Federal Fiscal Year 2028, the program year is from July 1st, 2028, to June 30th, 2029, and for the Federal Fiscal Year 2029, the program year is from July 1st, 2029, to June 30th, 2030. The Parties further agree that:

(a) this Consortium Agreement will, at a minimum, remain in effect until the HOME funds from each of the federal fiscal years of the qualification period are expended for eligible activities or returned to HUD;

(b) no Consortium Member may withdraw from the Agreement while the Agreement remains in effect; and,

(c) this Agreement shall be governed by the requirements of the then current Consortium Qualification notice.

5. This Agreement has attached to it seven (7) separate signature pages for each of the Parties to this Agreement, which shall be executed separately and attached to this Agreement after execution by the named

Party and together with each other signature page and with this Agreement shall constitute the full Agreement of all the Parties.

6. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, the County Mayor or designee and the Cities' mayors or designees, shall constitute a joint board for such purpose.

7. Any other real or personal property acquired by the Parties jointly under this Agreement, and paid for by them, shall be divided as the Parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payment for the property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Parties' proportionate share of the purchase of the item of property. If property is purchased at one Party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the Party which purchased it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and executed by each on the dates specified on each signature page.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Administrative Approval:

By: _____
Division Director

Reviewed and Advised as to Form and Legality:

By: John E. Diaz Digitally signed by John E. Diaz Date: 2026.05.05 08:16:00 -06'00'

John E. Diaz,
Senior Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR SANDY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR SOUTH JORDAN
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST JORDAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR WEST VALLEY CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR TAYLORSVILLE CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM
FOR FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: _____
Name: _____
Title: _____
Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
TO
INTERLOCAL COOPERATION AGREEMENT
HOME INVESTMENT PARTNERSHIP PROGRAM FOR
FEDERAL FISCAL YEARS 2027-2029

By: _____
Mayor or Designee

Reviewed and Advised as to Form and Legality

By: _____
Name: _____
Title: _____
Date: _____

WEST VALLEY CITY

www.wvc-ut.gov

HOME CONSORTIUM

INTERLOCAL COOPERATION AGREEMENT

HOME INVESTMENT PARTNERSHIP PROGRAM

Three-Year Agreement Between:

- Salt Lake County—Lead Entity
  - Herriman City
  - Sandy
  - South Jordan
  - Taylorsville
  - West Jordan City
  - West Valley City

HOME PROGRAM ACTIVITIES

- 20+ years in the HOME Consortium
- Undertaking housing assistance activities
  - Home Ownership Assistance
  - Housing Rehabilitation
  - New Low-Income Housing Development
  - Rental Assistance

West Valley City Issue Paper

City Council Review

Description: *Approve Arcsitio Design contract for City Park Scoreboard Tower*

Fiscal Impact: $27,770.00

Funding Source: *Parks and Recreation Budget*

Account #: *10-7601-40750-00000-0000*

Budget Opening Required: ***No***

Issue:
Approve contract for Arcsitio Design to redesign the scoreboard tower building at City Park.

Summary:
Arcistio bid $52,770 for the project, $25,000 of which will be covered through a Salt Lake County TRCC grant. The remaining balance will be paid through the Parks and Recreation departmental budget. The design will use the existing foundation and address the needs of the baseball and football teams who use it.

Background:
The scoreboard tower building houses equipment, concessions, and supplies for youth baseball and softball leagues who play at City Park and surrounding areas. The building is very old. It leaks and needs several upgrades to be useful.

Recommendation:
Staff recommend approval of this contract.

Department:
Submitted by:
Date:

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCSITIO DESIGN, INC.

WHEREAS, the City requires assistance with the redesign of the scoreboard tower at City Park; and

WHEREAS, ArcSitio Design, Inc. ("ArcSitio") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and ArcSitio setting forth the terms on which said services shall be rendered; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved, 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 said 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

PROFESSIONAL SERVICES AGREEMENT
SCOREBOARD TOWER REDESIGN

THIS AGREEMENT is made this _____ day of _____, 2026, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and ArcSitio Design, Inc. (hereinafter, "ArcSitio"), located at 1058 East 2100 South, Salt Lake City, Utah 84106. The City and ArcSitio shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City seeks to contract with a qualified design firm to produce a design for the remodeled scoreboard tower at City Park (the "Project"); and

WHEREAS, the City has determined that ArcSitio is the best qualified firm to provide the City with professional design services for the Project; and

WHEREAS, the City desires to retain ArcSitio's expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** ArcSitio shall produce a designfor the Project as set forth herein.

2. **ArcSitio's Services.** ArcSitio shall provide all of the services necessary for development of a master plan for the Project as detailed in the Scope of Work attached hereto and incorporated herein as Exhibit "A." ArcSitio agrees to attend all meetings and hearings that pertain to the Project at the request of the City.

3. **ArcSitio's Responsibilities.** ArcSitio will provide all professional services necessary for the conceptual design and development of the Project. ArcSitio agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement. ArcSitio further agrees as follows:

   A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by ArcSitio pursuant to this Agreement, ArcSitio and ArcSitio's consultants shall be solely responsible, as measured by the standard of care as defined herein, for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements

described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the City, if any. ArcSitio shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by ArcSitio, ArcSitio's consultants, or their subconsultants of any tier.

B. **Responsibility of Consultants.** ArcSitio shall be responsible for all the its consultants and subconsultants of any tier for the services set forth in this Agreement. ArcSitio shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement.

4. **Additional Services.** The City shall only be obligated to compensate ArcSitio as set forth in this Agreement. The City shall not be obligated to compensate ArcSitio for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall compensate ArcSitio for services provided under this Agreement in an amount not to exceed $52,770.00, payable within 30 days of receipt of an invoice for services provided under this Agreement.

6. **Instruments of Service.** The Parties acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad or compatible or similar files) prepared by ArcSitio or by ArcSitio's consultants or its subconsultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. ArcSitio represents and warrants that it owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, ArcSitio hereby assigns to the City ownership of all Instruments of Service and hereby assigns to the City all common law, statutory, or other reserved rights, including all copyrights that ArcSitio has in the Instruments of Service. ArcSitio shall require similar assignment by its consultants and subconsultants of any tier to the City. At the completion of the Project or upon termination of this Agreement, whichever occurs first, ArcSitio, its consultants, and subconsultants at any tier shall promptly deliver reproducible files (including AutoCad or compatible or similar files) to the City of all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the City for any project other than the Project will be at the City's sole risk, and ArcSitio, its consultants, and subconsultants shall not be liable.

7. **Termination.** The Parties may terminate this Agreement as follows:

A. ArcSitio shall provide the City with thirty (30) days' written notice of ArcSitio's intention to suspend or terminate this Agreement. The notice shall state ArcSitio's grievance, if one exists, and the means by which the City may cure the grievance.

B. This Agreement may be terminated by the City without cause, or for the City's convenience, upon five (5) days' written notice to ArcSitio. In the event of such termination, ArcSitio shall be compensated for services rendered prior to termination.

C. In the event of termination, ArcSitio shall deliver to the City all Instruments of Service in accordance with Section 6 of this Agreement.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

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

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

If to ArcSitio: ArcSitio Design, Inc.
1058 East 2100 South
Salt Lake City, Utah 84106

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that ArcSitio is an independent contractor, and that the officers and

employees of ArcSitio shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** ArcSitio warrants that no City employee, official, or agent has been retained by ArcSitio to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of ArcSitio, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. ArcSitio further warrants that ArcSitio shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise ArcSitio's professional judgment with respect to the Project.

11. **Indemnification.** To the fullest extent permitted by law, ArcSitio agrees to indemnify and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the ArcSitio's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of ArcSitio and/or ArcSitio's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, ArcSitio agrees to procure from each consultant retained by ArcSitio with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section. ArcSitio's indemnification obligation does not include a duty to defend. ArcSitio shall reimburse the City for reasonable defense costs to the extent of ArcSitio's proportionate share of liability as finally determined.

12. **Limitation of Liability of City for Document Review Services.** The City shall review all documents prior to approval of such documents. However, the City's document review in no way relieves ArcSitio of design liability or contractual responsibility under this Agreement. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The City shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. ArcSitio covenants and agrees not to bring any claim or assert any defense against the City for any alleged negligence or fault of the City in failing to discover errors or omissions in the documents prepared by ArcSitio or ArcSitio's consultants. Any defective documents prepared by ArcSitio or ArcSitio's consultants shall be promptly corrected at no cost to the City. The City's approval, acceptance, or use of, or payment for, all or any part of ArcSitio's services

hereunder shall in no way constitute any wavier of claims or acceptance of defective services, or alter ArcSitio's obligations or the City's rights hereunder.

13. **Insurance.** ArcSitio shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to ArcSitio hereunder), such insurance as will protect ArcSitio and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

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

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $1,000,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $3,000,000 per claim and $3,000,000 aggregate.

F. **Consultants.** ArcSitio shall require that any and all consultants engaged or employed by ArcSitio, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

G. **Conditions.** ArcSitio shall not commence services under this Agreement until ArcSitio has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. ArcSitio shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of ArcSitio or ArcSitio's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, ArcSitio shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

14. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

15. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than ArcSitio and the City.

16. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

17. **Attorney's Fees.** Each party shall bear its own attorney's fees and costs in connection with any dispute arising under or relating to this Agreement.

18. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

19. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

21. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

22. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic

signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

23. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

24. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

25. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

26. **Schedule.** Time is and shall be of the essence of this Agreement and of each term and provision hereof. ArcSitio shall use reasonable professional efforts to meet the schedule established in this Agreement, as may be adjusted by mutual agreement of the parties. The schedule shall be adjusted equitably for delays caused by factors beyond ArcSitio's reasonable control, including but not limited to: the City's review and approval processes; changes in scope or direction; regulatory reviews and approvals; and force majeure events.

27. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signature page follows.)

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 5/21/2026
Brandon Hill

City Recorder

ARCSITIO DESIGN, INC.

By: RICHARD L. GILBERT
Its: PRINCIPAL

State of Utah)
:ss
County of Salt Lake)

On this 21st day of May, 20 26, personally appeared before me Richard Gilbert *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the principal *[title]*, of ArcSitio Design, Inc., and that this *Professional Services Agreement* was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

CALLIE BRASSEAUX
Notary Public - State of Utah
Comm. No. 745789
My Commission Expires on
Oct 23, 2029

Notary Public

EXHIBIT "A"

SCOPE OF WORK

May 4, 2026

ATTN: Jason Erekson
West Valley City
Parks and Recreation Department
5415 West 3100 South
West Valley City, UT 84119

RE: DESIGN SERVICES FOR WEST VALLEY CITY PARK SCOREKEEPER TOWER REMODEL

Project Description:
Remodel the existing scorekeeper building located in the middle of the baseball fields. This includes removing the existing second floor and adding a new second floor which will only be used for unconditioned storage. On the ground floor, the existing restrooms will be reconfigured to allow for exterior access. It is assumed that the bearing capacity of the first fl oor walls is sufficient.

General Design Team Services (General Scope)

Inclusions

Coordination
- Attend Owner-scheduled design meetings.
- Coordinate with existing conditions and project surroundings.
- Communicate design intent and respond to Owner comments.

Documentation
- Provide design and construction documents for permitting and bidding.
- Cloud all post-permit revisions and date accordingly.

Permitting & Bidding
- Prepare documentation to meet authority having jurisdiction (AHJ) requirements.
- Support competitive bidding process.
- Prepare sheet specifications.

Construction Administration
- Review submittals, RFIs, and ASIs.
- Conduct construction observations.
- Prepare punch lists and close-out documentation

Exclusions

The following services are not included in the base proposal and will require a written Add Service Addendum:
- Marketing Materials beyond what is required to present the design in the review process
- Permit, AHJ fees, or utility fees
- Printed copies of drawings (can be provided at cost plus 5%)
- Public Hearings
- Detailed Construction Cost Estimating
- Traffic Analysis
- LEED / Energy Star / other Documentation and design services

landscape architecture & environmental site design

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salt lake city utah 84106
o 801.487.4923 f 801.466.3046
www.arcsitiodesign.com

- Photovoltaic system design
- Any other service not explicitly referenced above.

Architectural Services

- Egress Plan and Calculations
- ADA details and Notes
- Existing Building Survey to verify existing architectural elements and dimensional accuracy of project spaces.
- Demolition plans
- Architectural Site Plan
- Building Floor Plans
- Refl ected Ceiling Plans
- Building Sections
- Building Elevations
- Plans and Details of Vertical Circulation
- Enlarged plans and elevations of Bathrooms
- Enlarged plans and elevations of any casework
- Door and Hardware Schedules
- Window Schedules
- Coordinate and compile design team drawings (in PDF format)
- Sheet Specifications
- Construction Observation
- Review of Payment Applications
- Coordinate Submittals, RFI's, and ASI's with the design team and ensure timely review & turn around
- Punch list inspection

Site Visits
- One (1) design-phase
- One (1) construction-phase
- One (1) Punch List
- Additional onsite meetings will be billed as an additional time and expense.

Structural Services

- Structural design of a new second-level storage structure over the existing building, including new wood stairs for access.
- Verify the lower-level walls for gravity and lateral capacity. Depending on these findings, reinforcements to the lower level may be required.
- Gather necessary field information during the design phase.
- Any plan review responses required to obtain a permit.

Site Visits
- One site visit is included within this scope.
- Additional site meetings will be billed as time and expense on an as needed basis.

Mechanical, Plumbing and Electrical Services

- Demo existing bathrooms and remodel for new design.
- Add in 3 compartment sinks with above-ground grease interceptor.
- Demo and remodel all interior electrical lighting.
- Demo and remodel interior power outlet locations - as needed.

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- Provide connection points for controllers and conduits for PA systems.

Site Visits
- Not included - on site meetings will be billed at $350/visit on an as needed basis.

Landscape Design Services

- Provide Site Plan to include improvements to tie in proposed structure with existing site.

Site Visits
- One (1) design-phase
- One (1) construction-phase
- One (1) Punch List
- Additional onsite meetings will be billed as an additional time and expense.

ASD Fee

Architectural Team (di'velpt design, Mission Structural, Brenkman Eng.)	$47,770
Ensign Engineering (Civil)	$2,500
ArcSitio Design	$2,500
Sub-Total	$ 52,770

Assumptions:

1. The above scope and fee excludes the cost of municipal permits or fees, and survey work.
2. In the event that the above basic services require re-design, alterations, and continual revisions an additional fee will be negotiated and evaluated per each situation. These may include, but are not limited to: value-based redsign due to factors outside of the control of the design team, Owner-initiated changes, construction method adjustments, contractor deviations, regulatory or legal proceedings.
3. Existing water and sewer connections will be used (utility up-sizing will not be required).
4. This structure would be permitted within the current code cycle
5. Prepare/design systems using Revit or BIM360. BIM Level of Detail 200.
6. Soils will support normal footings and foundations if no geotechnical report is provided. Geotechnical report (if needed) will be provided by the Owner.
7. The building will not have any heating or cooling provided.
8. Owner is responsible for all governmental authorities fees.
9. The Security System will be provided as design-build by the contractor.
10. Consultants and related scope of work not explicitly listed in this proposal shall be hired by the Owner separately.

If you find this proposal acceptable please sign and forward a copy to ArcSitio Design, Inc. If you have any questions or concerns please give me a call at 801.487.4923 or contact me via e-mail at rgilbert@arcsitiodesign.com. Thank you.

Richard L. Gilbert — May 4, 2026 — _____ — _____

Richard L. Gilbert, Principal | Date | Accepted By | Date

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WEST VALLEY CITY

www.wvc-ut.gov

ARCSITIO DESIGN CONTRACT

Approve Design Contract for City Park Scoreboard Tower

Approve Contract to Redesign Scoreboard Tower

$52,770 Total cost

$25,000 paid through SL County TRCC grant and $27,770 through Parks & Recreation budget.

Vendor is on the state contract and has performed well on past projects.

West Valley City Issue Paper

City Council Review

Description: Policy Renewal Agreements with Select Health and EMI for plan year 2026-2027

Fiscal Impact: $0.00

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

Approval of this item will authorize renewal of the Select Health and EMI policy documents for the upcoming plan year. This is a policy renewal request only and is not a request for additional funding.

Summary:

West Valley City must renew the Select Health and EMI policy documents associated with its employee medical and dental benefits program for the 2026–2027 plan year to maintain uninterrupted coverage, administration, and related insurance protections effective July 1, 2026.

Background:

The Select Health renewal proposal dated May 28, 2026, sets out the administrative services arrangement, fixed cost structure, and supporting terms for the period 07/01/26 through 06/30/27. The EMI Dental Renewal letter has no changes from our current rates to the new renewal rates. Renewal of both the Select Health and EMI documents is necessary to continue the City's employee medical and dental benefit program and related coverage arrangements for the new plan year.

Recommendation:

Approve renewal of the Select Health and EMI policy documents for West Valley City's employee medical and dental benefits program for the period July 1, 2026, through June 30, 2027.

Department: Human Resources
Submitted by: Paula Melgar
Date: 06/01/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH SELECTHEALTH AND EMI DENTAL FOR HEALTH AND DENTAL INSURANCE COVERAGE.

WHEREAS, the City provides certain health and dental insurance benefits to employees; and

WHEREAS, SelectHealth and EMI Dental have been the City's health and dental insurance providers; and

WHEREAS, SelectHealth and EMI Dental are willing to continue to offer said benefits at an acceptable rate to the City as set forth in the documents attached hereto (the "Proposals"); and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City

self-funded proposal - option 2

Select Health

BH/BG

Self Funded Premium Rates - Option 2

EFFECTIVE 07/01/26 THROUGH 06/30/27

$200,000 Spec / 125% Agg

	PEPM	Employee	Two-Party	Family
Administration fee:	$45.54	$20.58	$44.22	$59.15
Payer Matrix fee:	$3.50	$1.58	$3.40	$4.55
Consultant fee:	$24.00	$10.85	$23.31	$31.17
Specific stop loss (12/18):	$161.16	$72.83	$156.51	$209.34
Agg stop loss (12/18):	$4.20	$1.90	$4.08	$5.46
Total Fixed Costs:	$238.40	$107.74	$231.52	$309.67

NOTE: Fixed costs will be billed at the PEPM rate. Tiered rates are shown for reference only.

Tier Network Traditional

Expected Claims:	$1,611.57	$727.10	$1,557.97	$2,096.89
Total Expected Cost:	$1,849.97	$834.84	$1,789.49	$2,406.56
Aggregate Attachment:	$2,014.46	$908.88	$1,947.46	$2,621.11

Tier Network HSA Qualified

Expected Claims:	$1,290.06	$582.04	$1,247.15	$1,678.57
Total Expected Cost:	$1,528.46	$689.78	$1,478.67	$1,988.24
Aggregate Attachment:	$1,612.58	$727.55	$1,558.94	$2,098.21

A Rate Cap of 50% and a No New Laser provision are included in this proposal. Renewal stop loss premium will not exceed 50% and no new lasers will be introduced at renewal. This offering is contingent upon no material changes to the program, benefit or terms. Enrollment change >15% may negate guarantees. If changes occur, the stop loss premium renewal will first be produced using the rate cap and subsequently adjusted for the changes.

This Administrative Services Only proposal is contingent on the Employer obtaining specific stop-loss coverage from an approved reinsurer. Policy provisions that exclude or limit specific loss reimbursement of plan payments for the proposed covered benefits will invalidate this proposal.

Fixed costs (i.e. administration, stop loss premium, etc.) will be paid by the Employer for each employee enrolled with Select Health on a monthly basis. The bill for these fixed costs will be generated around the 15th of each month for services to be provided in the following month. The Employer can self bill their administration fees if they are able to provide Select Health with electronic payment detail. Otherwise, Select Health will provide the Employer with an invoice. Administration fees are due on the first of the month for which Select Health is providing services.

Select Health will credit to West Valley City 100 percent of formulary rebates less rebates administration, according to Select Health methodology, for prescriptions that are 1) filled at pharmacies contracted with Select Health and 2) stem from the utilization of members of the West Valley City health plan. Select Health will credit these amounts to West Valley City on a quarterly basis after the rebate reconciliations are completed with the applicable drug manufacturers, approximately 180 days after the quarter in which the prescriptions are filled.

Select Health will establish and maintain a bank account to be used solely for the payment of claims and other charges as agreed on by the Employer and Select Health. The Employer is responsible for adequately funding the account. Suggested arrangements are either an impress balance or sweep account (zero balance).

Twice a week, Select Health will notify the Employer of all amounts that have to be funded to the account. A detail of all disbursements will be included in monthly reports that will be sent out to the Employer. Pharmacy claims, if applicable, will be deducted from the bank account twice a month. A report detailing each pharmacy claim included in the withdrawal will be provided to the Employer.

Early Termination of a Self Funded Agreement will result in 70% of the Annual Specific Premium owed, estimated at $849,000. Specific Stop Loss Premium is based on 627 contracts. The stop loss proposal provided herein contains an Unlimited Maximum Specific Benefit.

Early Termination of a Self Funded Agreement will result in a 100% of the Annual Aggregate Premium owed, estimated at $31,600. The Minimum Aggregate Attachment Point is $13,337,000, which is 90% of the Annual Aggregate Attachment Point. Aggregate settlement is based on all of the attachment points combined.

The above Administrative Fees are based on Standard Self Funded Administration. Custom benefits may require additional fees. Rates may be adjusted if federal or state regulations mandate changes in benefits. An additional monthly administrative fee will be billed when you pair one of our preferred health savings account vendors with your HSA Qualified plan.

Client Signature_____ Date _____

With Select Health administration you will get dedicated team members such as an account manager and member advocate team to ensure coordination with your plan.

Monthly Administrative Fee	
Self-funded dedicated claims processing team	Included
Self-funded dedicated member service team	Included
Set Up Fee	Included
1099 and 5500 Reporting data files	Included
Access to the Intermountain Care and/or Med provider network(s)	Included
Select Health Medical Management Programs Prior Authorization Care Management Screening Concurrent Review and Discharge Planning Care Management of post inpatient hospitalizations Quality Improvement Initiatives, i.e. Disease Management Drug Utilization Review Retrospective Review	Included
Summary Plan Description (SPD) template	Included
Printing and distribution of ID Cards	Included
Printing and distribution of member materials	Included
24 Hour Nurse Line	Included
Claim Fiduciary	Included
Establishment of Bank Account	Included
Positive Pay Protection	Included
Monthly bank reconciliation, maintenance including stale dated checks and unclaimed property	Included
Standard Reporting and analytics	Included
Appeals Administration	Included
Stop Loss Coordination - if utilizing Select Health stop loss	Included
Non-Standard Materials - such as custom ID cards, Client specific unique benefit set-up or claim adjudication.	Included
Enrollment Forms or Electronic Data Interface	Included
On-line enrollment	Included
Dedicated enrollment team	Included
Claims Editing Services - Select Health utilizes claims editing software to align our payment policy program to be more consistent with the Centers for Medicare and Medicaid Services (CMS) and the American Medical Association (AMA) leading to more effective communications regarding clinical coding and our payment policies. Self -funded Clients realize the savings from each edit in the actual claim adjudication.	Included
Recoveries in house - Select Health auto recovers from Intermountain Health participating providers and performs manual recoveries.	Included
Special Investigations Unit (SIU) – Select Health investigates allegations of Fraud, Waste, and Abuse (FWA) through data analytics, investigative interviews, onsite audits, medical record reviews and many other means.	Included
Claims Run-Out - Processing claims incurred within the defined contract period and prior to termination of this Agreement. All applicable provisions of this Agreement shall remain in effect.	Not included in Admin fee; run-out fee will be negotiated upon termination from the Plan

Additional Fees (if applicable)	
State and Local Fees i.e., immunizations, assessments, taxes, etc.	Pass through fee, paid as a claim
No Surprises Act (NSA) - Independent Dispute Resolution (IDR) for Qualifying Payment Amount (QPA) disputes. Fees will vary depending on vendor.	Pass through fee, paid as a claim
Independent Claim Review (member appeals) - Charges billed by any external review organization will be paid by the Client.	Pass through fee, paid as a claim
MultiPlan Itemized Bill Review – Select Health has contracted with MultiPlan to review provider billing accuracy. Select Health pays MultiPlan a percent of savings for this	Pass through fee, paid as a claim
Shared Claim Savings - out-of-network claim negotiations, clinical editing, high dollar review, coordination of benefits, etc.	30% of savings up to $30,000 per claim
Recoveries From a Third-Party Vendor	15% of recovery, pass through fee, paid as a claim
Subrogation Fees - Fees recouped as subrogation amounts, as detailed in the Administrative Services Agreement.	25% of recoveries
Out of Area Services - for Select Health members living in Utah, Idaho, Colorado* and Nevada who receive services in other states the plan will pay a percent of savings to UnitedHealthcare which flows through as a claims cost. This fee allows members to obtain discounts and prevent balance billing. *Effective 1/1/2026 Colorado will be considered part of the Select Health service area.	25% of savings up to $25,000 per claim; pass through fee, paid as a claim
Value-Based Network Access - for members that reside in the state of Utah.	$6.50 PEPM for members residing in UT, pass through as a claim
National Network Access - for members that **live outside** Utah, Idaho, Colorado* and Nevada, Select Health uses United Healthcare's Options PPO Network to provide participating benefits to your members and obtain discounts for services received. This fee will be increased (and in no event decreased) annually for each calendar year by an escalation factor equal to changes in the annual Consumer Price Index – All Urban (CPI) published by the US Department of Labor, Bureau of Labor Statistics published for period ending October 31 of the prior year and also not to exceed 5% in any year. *Effective 1/1/2026 Colorado will be considered part of the Select Health service area.	$11.57 PMPM for members residing outside of UT, ID and NV, paid as a claim
Multiplan/PHCS - for members that **live inside** the service area, where in-network coverage is not adequate, Select Health contracts with MultiPlan/PHCS to provide in network benefits to members at discounted rates. Select Health pays Multiplan/PHCS a percent of savings to obtain this savings.	Pass through fee, paid as a claim.
Reporting – Any supplemental reporting, including but not limited to, claims data dump, custom reports, reports sent to a Client contracted vendor, etc. will be provided at an additional cost. Any changes to a custom report may incur additional programming fees.	$250 per programming hour or a minimum of $500 per change, whichever is greater
Mid-year plan changes – mid-year changes to the plan at the request of the Client may result in additional costs based on the scope and amount of work required to implement the changes	Fee assessed at time of request
Online Services	
Select Health member account - member access to claims and plan data, including deductible and out-of-pocket amounts, cost estimator tool, and more.	Included
Mobile application - allows members to look at their claims, deductibles, out of pocket amounts, ID cards, search for providers or facilities, and many more features	Included

Additional Programs (if applicable)	
Select Health Health & Wellness Programs Wellness products and solutions ranging from onsite/virtual health fairs and presentations, flu shot clinics, health coaching, gym reimbursement and physical activity rewards, to multifaceted, evidence-based best-practice workplace programs that support organization and employee well-being.	Some included; others cost per participant upon program implementation
Weight Management Programs (Way to Wellness/Healthy Habits) Way to Wellness and Healthy Habits are programs offered through Intermountain Health for over-weight adults and children who want to lose weight and improve their health. Pricing is available upon request.	Cost per participant upon program completion, paid as a claim.
Concierge Services - An enhanced concierge service team that connects and guides the member to high quality care at the lowest cost.	$3.25 PEPM
Healthy Beginnings - Outreach to members and their providers to help have a safe and healthy pregnancy.	Up to $50 per participant, paid as a claim
Smoking Cessation - Quit for Life program Pricing is available upon request.	Cost per participant, paid as a claim
Pharmacy Services (if applicable)	
Select Health Prescriptions Utilization Management Programs	
Prior authorization	Included
Appeals	Included
Quantity limits	Included
Step Therapy	Included
Formulary Management	Included
Narcotic Management Program	Included
Dose Optimization	Included
Concomitant Therapy	Included
RDUR	Included
Poly Pharmacy Reviews	Included
Clinical Programs to improve outcomes and control costs in the following areas: Diabetes Asthma COPD Hypertension Depression Obsessive Compulsive Disorder Women's Health Neonatal programs Obesity Attention Deficit Disorder Hepatitis C Oncology Rheumatology Multiple Sclerosis Growth Hormone deficiency	Included
Rx Saving Solutions - this confidential program provides your plan members with cost-saving opportunities on medications. Rx Savings Solutions looks at members' medications and prepares a personalized prescription savings plan	Included
Post Implementation Review	Included
Additional Pharmacy Services	
Weight loss medication coverage - this supplementary benefit provides access to weight loss medications. Prior authorization requirements drive utilization to the most cost-effective medications.	$2.66 PEPM plus claims cost
Administration of Patient Assistance Program through Payer Matrix	$3.50 PEPM

Select Health Stop Loss (if applicable)	
Monthly aggregate accommodation (only available if stop loss is with Select Health).	$2.00 PEPM
Carve-out, Pass-through, and Vendor Fees (if applicable)	
PBM Carve-Out Fees and Services	
New external PBM build (no current integration with Select Health/PBM)	$50,000 one-time fee
PBM carve-out	$6.00 PEPM
Stop Loss Carve-Out Fees and Optional Services (if applicable)	
Stop loss carve-out – waived if Select Health chooses not to quote stop loss	$2.15 PEPM
Advanced funding coordination with outside stop loss vendor	$0.75 PEPM
Vendor Fees	
Third-party interface fee – new vendor (eligibility, claims, etc.) This fee applies to set up fee to exchange data with a new third-party vendor. Fee is waived if Select Health has an existing data feed with vendor.	$3,000 one-time set up fee
External vendor and accumulator feeds This fee applies to accumulator feeds and PBM to external stop loss file feeds	$1.50 PEPM per file feed
Pass-through billing - this fee applies to any pass-through billing	$1.50 PEPM per pass-through
Third-party interface fee (pass-through billing, eligibility, claims, etc.) This fee applies to any pass-through billing or third-party vendor requiring a data feed (excludes PBM file feed fees as listed above)	$0.25 PEPM per vendor

Administration Fee Proposal Assumptions / Requirements

- This proposal is based on a self–insured funding arrangement as defined in the Administrative Services Agreement and is subject to the terms and conditions in the Agreement.

- Participation requirements may apply.

- This proposal is predicated on information provided to Select Health. Select Health reserves the right to re-evaluate this proposal should any additional information become available.

- If the final enrollment demographics differ by more than 10% from the assumptions used to prepare this proposal, Select Health reserves the right to re-evaluate this proposal.

- Select Health retains the right to adjust its fees as necessary to comply with changes in any federal or state law, statute or regulation, including but not limited to the federal Patient Protection and Affordable Care Act, as amended. This may include any health insurer tax, transitional reinsurance contribution, and state supplemental fee obligation levied.

- This proposal is contingent on Select Health review and acceptance of valid stop loss coverage, if applicable, through a Select Health preferred carrier. Select Health will use standard reporting and claim filing processes and procedures with the Client selected stop loss carrier. Regardless of the plan contract period or stop loss contract provisions (if any), the Client will be responsible for payment of claims and/or services incurred while the plan was administered by Select Health.

- Rates and fees are subject to change and are not guaranteed by Select Health until the Administrative Service Agreement and supporting documents are received and signed.

- Failure to comply with any of the proposal qualifications or completion of the Select Health required documents will result in an evaluation of this proposal or declination of administrative services.

- This proposal is based on the assumption that all member materials, management programs, and customer service, including but not limited to, pharmacy, SPD, ID Cards, prior authorization, appeals, etc., are provided within standard Select Health guidelines. Any modification may result in additional administration fees.

Select Health

VALUE AND MED NETWORKS

Administered by Select Health

SCHEDULE OF BENEFITS	TIER 1 VALUE When using In-Network Providers, you are responsible to pay the amounts in this column. These providers might not be available in all areas.	TIER 2 MED When using In-Network Providers, you are responsible to pay the amounts in this column.	OUT-OF-NETWORK When using Out-of-Network Providers, you are responsible to pay the amounts in this column.
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5,6]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Self Only Coverage, 1 person enrolled - per calendar Year			
Deductible	$750		$1,000
Out-of-Pocket Maximum	$4,000		$6,000
Family Coverage, 2 or more enrolled - per calendar Year			
Deductible - per person/family	$750/$1,500		$1,000/$3,000
Out-of-Pocket Maximum - per person/family	$4,000/$12,000		$6,000/$18,000
(Medical and Pharmacy Included in the Out-of-Pocket Maximum)			
INPATIENT SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Medical, Surgical and Hospice[4]	20% after Deductible	20% after Deductible	40% after Deductible
Hospital Level Care at Home[4]	20% after Deductible	20% after Deductible	Not Covered
Skilled Nursing Facility[4] - Up to 60 days per calendar Year	20% after Deductible	20% after Deductible	40% after Deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar Year for all therapy types combined	20% after Deductible	20% after Deductible	40% after Deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PROFESSIONAL SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Office Visits & Minor Office Surgeries			
Primary Care Provider (PCP)[1]	$25	$25	40% after Deductible
Primary Care Provider (PCP) Virtual Visits[1]	Covered 100%	Covered 100%	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	$35	$35	40% after Deductible
Allergy Tests	See Office Visits Above	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20%	20%	Not Covered
Major Surgery	20%	20%	40% after Deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Primary Care Provider (PCP)[1]	Covered 100%	Covered 100%	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	Covered 100%	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Covered 100%	Not Covered
VISION SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Preventive Eye Exams	Covered 100%	Covered 100%	Not Covered
All Other Eye Exams	$35	$35	40% after Deductible
OUTPATIENT SERVICES[4]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Outpatient Facility	20% after Deductible	20% after Deductible	40% after Deductible
Ambulatory Surgical Center	$250	$250	40% after Deductible
Imaging Center	$75	$75	40% after Deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after Deductible	20% after Deductible	See In-Network Benefit
Emergency Room	$150 after Deductible	$150 after Deductible	See In-Network Benefit
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35	$35	40% after Deductible
Intermountain KidsCare® Facilities	$25	$25	Not Available
Intermountain Connect Care®	Covered 100%	Covered 100%	Not Available
Radiation	20% after Deductible	20% after Deductible	40% after Deductible
Dialysis	20% after Deductible	20% after Deductible	40% after Deductible
Diagnostic Tests: Minor[2]	Covered 100%	Covered 100%	40% after Deductible
Diagnostic Tests: Major[2]	20% after Deductible	20% after Deductible	40% after Deductible
Home Health, Hospice, Outpatient Private Nurse	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient Cardiac Rehab	Covered 100%	Covered 100%	40% after Deductible
Outpatient Rehab/Habilitative Therapy: Physical, Speech, Occupational	$35 after Deductible	$35 after Deductible	40% after Deductible

See other side for additional benefits

Select Health

VALUE AND MED NETWORKS

Administered by Select Health

	SCHEDULE OF BENEFITS		
	TIER 1 VALUE	**TIER 2 MED**	**OUT-OF-NETWORK**
MISCELLANEOUS SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Durable Medical Equipment (DME)[4]	20% after Deductible	20% after Deductible	40% after Deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after Deductible	20% after Deductible	40% after Deductible
Autism Spectrum Disorder	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services
Maternity and Adoption[4,7]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	40% after Deductible
Cochlear Implants or Auditory Osseointegrated Devices[2,4] *One device every 36 months per ear*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services*	50% after Deductible	50% after Deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
OTHER BENEFITS	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Mental Health and Substance Use Disorder[4]			
Office Visits	$25	$25	40% after Deductible
Virtual Visits	Covered 100%	Covered 100%	40% after Deductible
Inpatient	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient	20%	20%	40% after Deductible
Residential Treatment[2]	20% after Deductible	20% after Deductible	40% after Deductible
Chiropractic *(up to 15 visits per calendar Year)*	$20	$20	Not Covered
Healthcare Provider Administered Injectable or Infusible Drugs[4]	20% after Deductible	20% after Deductible	40% after Deductible
Bariatric Surgery *(Up to one surgery/lifetime)* [4]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
PRESCRIPTION DRUGS			
Pharmacy Deductible - Per Person per calendar Year	$50		
Prescription Drug List (formulary)	RxSelect®		
Prescription Drugs - *Up to 30 Day Supply of Covered Medications* [4]			
Tier 1	$15		
Tier 2	$30 after pharmacy Deductible		
Tier 3	$50 after pharmacy Deductible		
Tier 4 (Mandatory use of Intermountain Specialty Pharmacy)[8]	$100 after pharmacy Deductible		
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90 ®)-selected drugs* [4]			
Tier 1	$15		
Tier 2	$60 after pharmacy Deductible		
Tier 3	$150 after pharmacy Deductible		
Generic Substitution Required	Generic required or must pay Copay plus cost difference between name brand and generic		

1 Refer to **selecthealth.org/find-care** to identify whether a Provider is a primary or secondary care Provider.

2 Refer to your Summary Plan Description for more information.

3 Frequency and/or quantity limitations apply to some Preventive care and MMS Services.

4 Preauthorization is required for certain Services. Benefits may be reduced or denied if you do not preauthorize certain Services with Out-of-Network Providers. Please refer to Section 11--" Healthcare Management", in your Summary Plan Description, for details.

5 All Deductible/Copay/Coinsurance amounts are based on the Allowed Amount and not on billed charges. Out-of-Network Providers or Facilities may not accept the Allowed Amount for Covered Services. When this occurs, you may be responsible for Excess Charges.

6 Certain Services as noted on this document and in your Summary Plan Description are not subject to the Deductible.

7 The plan provides a $4000 adoption indemnity as outlined by the state of Utah. Medical Deductible, Copay, or Coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

8 Any third party co-pay assistance dollars received for Specialty medications will be excluded from accumulator amounts.

* Not applied to Medical Out-of-Pocket Maximum.

All Covered Services obtained outside the United States, except for routine, Urgent, or Emergency conditions require preauthorization.

To contact Member Services, call 800-538-5038 weekdays, from 7:00 a.m. to 8:00 p.m., Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

Select Health

VALUE AND MED NETWORKS / HSA QUALIFIED

Administered by Select Health

SCHEDULE OF BENEFITS	TIER 1 VALUE When using In-Network Providers, you are responsible to pay the amounts in this column. These providers might not be available in all areas.	TIER 2 MED When using In-Network Providers, you are responsible to pay the amounts in this column.	OUT-OF-NETWORK When using Out-of-Network Providers, you are responsible to pay the amounts in this column.
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5,6]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Self Only Coverage, 1 person enrolled - per calendar Year			
Deductible	$2,000		$4,000
Out-of-Pocket Maximum	$4,000		$8,000
Family Coverage, 2 or more enrolled - per calendar Year			
Deductible	$4,000		$8,000
Out-of-Pocket Maximum	$8,000		$16,000
(Medical and Pharmacy Included in the Out-of-Pocket Maximum)			
INPATIENT SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Medical, Surgical and Hospice[4]	20% after Deductible	20% after Deductible	40% after Deductible
Hospital Level Care at Home[4]	20% after Deductible	20% after Deductible	Not Covered
Skilled Nursing Facility[4] - Up to 60 days per calendar Year	20% after Deductible	20% after Deductible	40% after Deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4]	20% after Deductible	20% after Deductible	40% after Deductible
Up to 40 days per calendar Year for all therapy types combined			
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PROFESSIONAL SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Office Visits & Minor Office Surgeries			
Primary Care Provider (PCP)[1]	20% after Deductible	20% after Deductible	40% after Deductible
Primary Care Provider (PCP) Virtual Visits[1]	Covered 100% after Deductible	Covered 100% after Deductible	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	20% after Deductible	20% after Deductible	40% after Deductible
Allergy Tests	See Office Visits Above	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20% after Deductible	20% after Deductible	Not Covered
Major Surgery	20% after Deductible	20% after Deductible	40% after Deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Primary Care Provider (PCP)[1]	Covered 100%	Covered 100%	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	Covered 100%	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Covered 100%	Not Covered
VISION SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Preventive Eye Exams	Covered 100%	Covered 100%	Not Covered
All Other Eye Exams	20% after Deductible	20% after Deductible	40% after Deductible
OUTPATIENT SERVICES[4]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Outpatient Facility	20% after Deductible	20% after Deductible	40% after Deductible
Ambulatory Surgical Center	$250 after Deductible	$250 after Deductible	40% after Deductible
Imaging Center	$75 after Deductible	$75 after Deductible	40% after Deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after Deductible	20% after Deductible	See In-Network Benefit
Emergency Room	20% after Deductible	20% after Deductible	See In-Network Benefit
Intermountain InstaCare℠ Facilities, Urgent Care Facilities	20% after Deductible	20% after Deductible	40% after Deductible
Intermountain KidsCare℠ Facilities	20% after Deductible	20% after Deductible	Not Available
Intermountain Connect Care℠	Covered 100% after Deductible	Covered 100% after Deductible	Not Available
Radiation	20% after Deductible	20% after Deductible	40% after Deductible
Dialysis	20% after Deductible	20% after Deductible	40% after Deductible
Diagnostic Tests: Minor[2]	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Diagnostic Tests: Major[2]	20% after Deductible	20% after Deductible	40% after Deductible
Home Health, Hospice, Outpatient Private Nurse	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient Cardiac Rehab	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Outpatient Rehab/Habilitative Therapy: Physical, Speech, Occupational	20% after Deductible	20% after Deductible	40% after Deductible

See other side for additional benefits

Select Health

VALUE AND MED NETWORKS / HSA QUALIFIED

Administered by Select Health

	SCHEDULE OF BENEFITS		
	TIER 1 VALUE	**TIER 2 MED**	**OUT-OF-NETWORK**
MISCELLANEOUS SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Durable Medical Equipment (DME)[4]	20% after Deductible	20% after Deductible	40% after Deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after Deductible	20% after Deductible	40% after Deductible
Autism Spectrum Disorder	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services
Maternity and Adoption[4,7]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	40% after Deductible
Cochlear Implants or Auditory Osseointegrated Devices[2,4] *One device every 36 months per ear*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services*	50% after Deductible	50% after Deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
OTHER BENEFITS	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Mental Health and Substance Use Disorder[4]			
Office Visits	20% after Deductible	20% after Deductible	40% after Deductible
Virtual Visits	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Inpatient	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient	20% after Deductible	20% after Deductible	40% after Deductible
Residential Treatment[2]	20% after Deductible	20% after Deductible	40% after Deductible
Chiropractic *(up to 20 visits per calendar Year)*	20% after Deductible	20% after Deductible	Not Covered
Healthcare Provider Administered Injectable or Infusible Drugs[4]	20% after Deductible	20% after Deductible	40% after Deductible
Bariatric Surgery *(Up to one surgery/lifetime)*[4]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
PRESCRIPTION DRUGS			
Prescription Drug List (formulary)	RxSelect®		
Prescription Drugs-*Up to 30 Day Supply of Covered Medications*[4]			
Tier 1	20% after In-Network Deductible		
Tier 2	20% after In-Network Deductible		
Tier 3	20% after In-Network Deductible		
Tier 4 (Mandatory use of Intermountain Specialty Pharmacy)[8]	20% after In-Network Deductible		
Maintenance Drugs-*90 Day Supply (Mail-Order,Retail90®)-selected drugs*[4]			
Tier 1	20% after In-Network Deductible		
Tier 2	20% after In-Network Deductible		
Tier 3	20% after In-Network Deductible		
Deductible Waiver	Certain prescription drugs are not subject to the Deductible		
Generic Substitution Required	Generic required or must pay Copay plus cost difference between name brand and generic		

1 Refer to **selecthealth.org/find-care** to identify whether a Provider is a primary or secondary care Provider.

2 Refer to your Summary Plan Description for more information.

3 Frequency and/or quantity limitations apply to some Preventive care and MMS Services.

4 Preauthorization is required for certain Services. Benefits may be reduced or denied if you do not preauthorize certain Services with Out-of-Network Providers. Please refer to Section 11--" Healthcare Management", in your Summary Plan Description, for details.

5 All Deductible/Copay/Coinsurance amounts are based on the Allowed Amount and not on billed charges. Out-of-Network Providers or Facilities may not accept the Allowed Amount for Covered Services. When this occurs, you may be responsible for Excess Charges.

6 Certain Services as noted on this document and in your Summary Plan Description are not subject to the Deductible.

7 The plan provides a $4000 adoption indemnity as outlined by the state of Utah. Medical Deductible, Copay, or Coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

8 Any third party co-pay assistance dollars received for Specialty medications will be excluded from accumulator amounts.

All Covered Services obtained outside the United States, except for routine, Urgent, or Emergency conditions require preauthorization.

To contact Member Services, call 800-538-5038 weekdays, from 7:00 a.m. to 8:00 p.m., Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

Select Health

VALUE AND MED NETWORKS / HSA QUALIFIED

Administered by Select Health

	SCHEDULE OF BENEFITS		
	TIER 1 VALUE When using In-Network Providers, you are responsible to pay the amounts in this column. These providers might not be available in all areas.	**TIER 2 MED** When using In-Network Providers, you are responsible to pay the amounts in this column.	**OUT-OF-NETWORK** When using Out-of-Network Providers, you are responsible to pay the amounts in this column.
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5,6]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Self Only Coverage, 1 person enrolled - per calendar Year			
Deductible	$5,000		$10,000
Out-of-Pocket Maximum	$7,500		$15,000
Family Coverage, 2 or more enrolled - per calendar Year			
Deductible - per person/family	$5,000/$10,000		$10,000/$20,000
Out-of-Pocket Maximum - per person/family	$7,500/$15,000		$15,000/$30,000
(Medical and Pharmacy Included in the Out-of-Pocket Maximum)			
INPATIENT SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Medical, Surgical and Hospice[4]	20% after Deductible	20% after Deductible	40% after Deductible
Hospital Level Care at Home[4]	20% after Deductible	20% after Deductible	Not Covered
Skilled Nursing Facility[4] - Up to 60 days per calendar Year	20% after Deductible	20% after Deductible	40% after Deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4]	20% after Deductible	20% after Deductible	40% after Deductible
Up to 40 days per calendar Year for all therapy types combined			
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PROFESSIONAL SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Office Visits & Minor Office Surgeries			
Primary Care Provider (PCP)[1]	20% after Deductible	20% after Deductible	40% after Deductible
Primary Care Provider (PCP) Virtual Visits[1]	Covered 100% after Deductible	Covered 100% after Deductible	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	20% after Deductible	20% after Deductible	40% after Deductible
Allergy Tests	See Office Visits Above	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20% after Deductible	20% after Deductible	Not Covered
Major Surgery	20% after Deductible	20% after Deductible	40% after Deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after Deductible	20% after Deductible	40% after Deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Primary Care Provider (PCP)[1]	Covered 100%	Covered 100%	Not Covered
Specialist/Secondary Care Provider (SCP)[1]	Covered 100%	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Covered 100%	Not Covered
VISION SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Preventive Eye Exams	Covered 100%	Covered 100%	Not Covered
All Other Eye Exams	20% after Deductible	20% after Deductible	40% after Deductible
OUTPATIENT SERVICES[4]	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Outpatient Facility	20% after Deductible	20% after Deductible	40% after Deductible
Ambulatory Surgical Center	$250 after Deductible	$250 after Deductible	40% after Deductible
Imaging Center	$75 after Deductible	$75 after Deductible	40% after Deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after Deductible	See In-Network Benefit	See In-Network Benefit
Emergency Room	20% after Deductible	See In-Network Benefit	See In-Network Benefit
Intermountain InstaCare℠ Facilities, Urgent Care Facilities	20% after Deductible	20% after Deductible	40% after Deductible
Intermountain KidsCare℠ Facilities	20% after Deductible	20% after Deductible	Not Available
Intermountain Connect Care℠	Covered 100% after Deductible	Covered 100% after Deductible	Not Available
Radiation	20% after Deductible	20% after Deductible	40% after Deductible
Dialysis	20% after Deductible	20% after Deductible	40% after Deductible
Diagnostic Tests: Minor[2]	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Diagnostic Tests: Major[2]	20% after Deductible	20% after Deductible	40% after Deductible
Home Health, Hospice, Outpatient Private Nurse	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient Cardiac Rehab	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Outpatient Rehab/Habilitative Therapy: Physical, Speech, Occupational	20% after Deductible	20% after Deductible	40% after Deductible

See other side for additional benefits

Select Health

VALUE AND MED NETWORKS / HSA QUALIFIED

Administered by Select Health

	SCHEDULE OF BENEFITS		
	TIER 1 VALUE	**TIER 2 MED**	**OUT-OF-NETWORK**
MISCELLANEOUS SERVICES	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Durable Medical Equipment (DME)[4]	20% after Deductible	20% after Deductible	40% after Deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after Deductible	20% after Deductible	40% after Deductible
Autism Spectrum Disorder	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services	See Professional, Inpatient, Outpatient, or Mental Health and Substance Use Disorder Services
Maternity and Adoption[4,7]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	40% after Deductible
Cochlear Implants or Auditory Osseointegrated Devices[2,4] *One device every 36 months per ear*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services*	50% after Deductible	50% after Deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
OTHER BENEFITS	**IN-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Mental Health and Substance Use Disorder[4]			
Office Visits	20% after Deductible	20% after Deductible	40% after Deductible
Virtual Visits	Covered 100% after Deductible	Covered 100% after Deductible	40% after Deductible
Inpatient	20% after Deductible	20% after Deductible	40% after Deductible
Outpatient	20% after Deductible	20% after Deductible	40% after Deductible
Residential Treatment[2]	20% after Deductible	20% after Deductible	40% after Deductible
Chiropractic *(up to 20 visits per calendar Year)*	20% after Deductible	20% after Deductible	Not Covered
Healthcare Provider Administered Injectable or Infusible Drugs[4]	20% after Deductible	20% after Deductible	40% after Deductible
Bariatric Surgery *(Up to one surgery/lifetime)*[4]	See Professional, Inpatient or Outpatient	See Professional, Inpatient or Outpatient	Not Covered
PRESCRIPTION DRUGS			
Prescription Drug List (formulary)	RxSelect®		
Prescription Drugs-*Up to 30 Day Supply of Covered Medications*[4]			
Tier 1	20% after In-Network Deductible		
Tier 2	20% after In-Network Deductible		
Tier 3	20% after In-Network Deductible		
Tier 4 (Mandatory use of Intermountain Specialty Pharmacy)[8]	20% after In-Network Deductible		
Maintenance Drugs-*90 Day Supply (Mail-Order,Retail90®)-selected drugs*[4]			
Tier 1	20% after In-Network Deductible		
Tier 2	20% after In-Network Deductible		
Tier 3	20% after In-Network Deductible		
Deductible Waiver	Certain prescription drugs are not subject to the Deductible		
Generic Substitution Required	Generic required or must pay Copay plus cost difference between name brand and generic		

1 Refer to **selecthealth.org/find-care** to identify whether a Provider is a primary or secondary care Provider.

2 Refer to your Summary Plan Description for more information.

3 Frequency and/or quantity limitations apply to some Preventive care and MMS Services.

4 Preauthorization is required for certain Services. Benefits may be reduced or denied if you do not preauthorize certain Services with Out-of-Network Providers. Please refer to Section 11--" Healthcare Management", in your Summary Plan Description, for details.

5 All Deductible/Copay/Coinsurance amounts are based on the Allowed Amount and not on billed charges. Out-of-Network Providers or Facilities may not accept the Allowed Amount for Covered Services. When this occurs, you may be responsible for Excess Charges.

6 Certain Services as noted on this document and in your Summary Plan Description are not subject to the Deductible.

7 The plan provides a $4000 adoption indemnity as outlined by the state of Utah. Medical Deductible, Copay, or Coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

8 Any third party co-pay assistance dollars received for Specialty medications will be excluded from accumulator amounts.

All Covered Services obtained outside the United States, except for routine, Urgent, or Emergency conditions require preauthorization.

To contact Member Services, call 800-538-5038 weekdays, from 7:00 a.m. to 8:00 p.m., Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

5101 S Commerce Drive
Murray, UT 84107
Toll Free 800-662-5850
Corporate 801-262-7476
Fax 801-270-3016
Website emihealth.com

March 6, 2026

West Valley City (Plan #2720)
Attn: Jessica Alvarez
3600 S. Constitution Blvd.
West Valley City, UT 84119

RE: Dental Renewal

Dear EMI Health Customer:

Thank you for choosing EMI Health as your Dental carrier. As the anniversary date for West Valley City approaches, we have completed our annual review and would like to propose renewal rates for the upcoming year.

Your Dental renewal rates, effective July 1, 2026 are listed below:

Choice PPO	Current Rates	Renewal Rates
	$3.50 PEPM	$3.50 PEPM

If you have questions regarding your benefits or would like to discuss other benefit options please contact your broker/consultant or your EMI Health account manager, Tanner Druce. We appreciate your business with EMI Health and look forward to providing your organization with affordable coverage for the upcoming year.

Please sign below to acknowledge your acceptance of the terms, conditions and obligations of the renewal rates including any benefit or language changes (if applicable) for the 2026 plan year. Please return this signed signature page to EMI Health by May 31, 2026. If this signature page is not received by the previously mentioned date your first payment under the new rates will be deemed an acceptance of the new rates, benefits, and agreements.

Signature _____ Date _____

Sincerely,

Underwriting Department
EMI Health

WEST VALLEY CITY

www.wvc-ut.gov

Medical and Dental Policy Plan Agreements

Human Resources Department

Paula Melgar, HR Director

Select Health and EMI Policy Agreements - Renewal

Approve renewal of the Select Health and EMI policy documents for FY 2026–2027.
(This is a policy renewal only and does not request new funding.)

What is being renewed

- Select Health administrative services and plan documents for West Valley City's self-funded employee medical plan.
- EMI administrative services documents for West Valley City's self-funded employee dental plan.
- Contract renewal period: 07/01/2026 through 06/30/2027

Why this matters

- Maintains uninterrupted employee medical plan administration and related coverage arrangements for the new plan year
- Continues current benefit structure reflected in West Valley City's 2026 Select Health materials effective 07/01/2026

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

Fiscal Impact: $1,000.00

Funding Source: *State Safe Sidewalk Funds*

Account #: *45-9610-40750-75288-0200*

Budget Opening Required: *No*

Issue:

Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

Summary:

Angel Jose Lopez Casadiegos has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6987 West 3500 South (14-34-126-006).

Background:

The Angel Jose Lopez Casadiegos property located at 6987 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of $1,000.00 was negotiated based upon an appraisal report prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 05/27/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ANGEL JOSE LOPEZ CASADIEGOS FOR PROPERTY LOCATED AT 6987 WEST 3500 SOUTH.

WHEREAS, Angel Jose Lopez Casadiegos (herein "Owner") has entered into an Easement Purchase Agreement for property located at 6987 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement (the "Easement"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Easement Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Angel Jose Lopez Casadiegos (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

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

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.

2. The City shall pay $1,000.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation above includes the cost to restore the property within the Easement to its condition as of the date of this Agreement and is the responsibility of the GRANTOR.

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

(signatures follow)

GRANTOR
ANGEL JOSE LOPEZ CASADIEGOS

Angel Jose Lopez Casadiegos

State of UTAH)
:ss
County of SALT LAKE)

On this 26th day of MAY, 2026, personally appeared before me Angel Jose Lopez Casadiegos, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: **#14-34-126-006**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Angel Jose Lopez Casadiegos**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6987 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point on the Southerly right of way line of 3500 South Street, said point is 4 rods East and 2 rods South from the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 34 Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, thence East 4 rods; thence South 5.00 feet; thence West 45.00 feet; thence South 6.5 feet; thence West 21.00 feet; thence North 11.50 feet to the Point of Beginning. Encompassing 467 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2026.

GRANTOR

_____
Angel Jose Lopez Casadiegos

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Angel Jose Lopez Casadiegos**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **#14-34-126-006**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Angel Jose Lopez Casadiegos**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6987 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point on the Southerly right of way line of 3500 South Street, said point is 4 rods East and 2 rods South from the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 34 Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, thence East 4 rods; thence South 5.00 feet; thence West 45.00 feet; thence South 6.5 feet; thence West 21.00 feet; thence North 11.50 feet to the Point of Beginning. Encompassing 467 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 26TH day of MAY, 2026.

GRANTOR

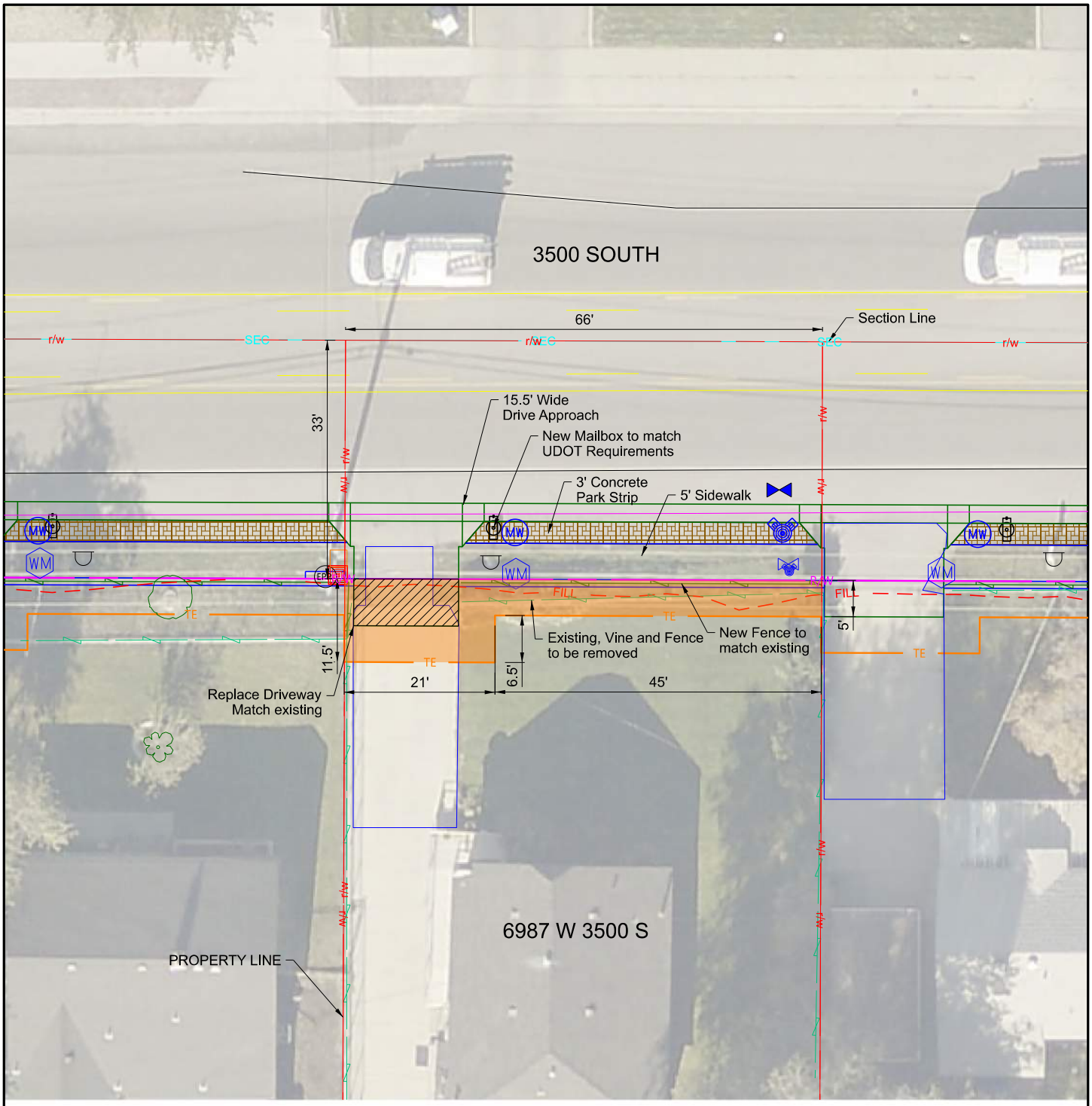
Angel Jose Lopez Casadiegos

State of UTAH)
:ss
County of SALT LAKE)

On this 26TH day of MAY, 2026, personally appeared before me **Angel Jose Lopez Casadiegos**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w — EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA

0 10 20 30 40

N W E S

NOTE:
1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-04

3500 SOUTH SAFE SIDEWALK	
7000 WEST - UDOT PIN 22984	
6987 W 3500 S	
PROJECT NUMBER WVC ENG CCR - 473	

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
PROFESSIONAL ENGINEER
DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY
REVISIONS

3/24/2026 4:10:29 PM H:\ENGDIV\PROJECTS\3500 South 7040W Safe Sidewalk 2025 Grant PIN 22984\CAD\Drawings\Plan Set\ROW Exhibits\ROW Exhibit 04.dgn

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement and a Quit Claim Deed*

Fiscal Impact: $500.00

Funding Source: *State Safe Sidewalk Funds*

Account #: *45-9610-40750-75288-0200*

Budget Opening Required: *No*

Issue:

Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement and a Quit Claim Deed.

Summary:

Joseph A. Pinelle has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6965 West 3500 South (14-34-126-007). As the existing deed description for the Pinelle property extends into the existing 3500 South right-of-way, Mr. Pinelle has also signed a Quit Claim Deed to clean up his description and remove that portion from his property description.

Background:

The Joseph A. Pinelle property located at 6965 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of $500.00 was based upon values of similar existing properties in the area.

Mr. Pinelle has also signed an affidavit to remove his deceased spouse as a joint tenant on the property.

Recommendation:

Accept Temporary Construction Easement and Quit Claim Deed. Authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Affidavit, Temporary Construction Easement and Quit Claim Deed for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 06/01/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND QUITCLAIM DEED WITH AND FROM JOSEPH A. PINELLE FOR PROPERTY LOCATED AT 6965 WEST 3500 SOUTH.

WHEREAS, Joseph A. Pinelle (herein "Owner") has entered into an Easement Purchase Agreement for property located at 6965 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Quitclaim Deed (the "Documents"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Easement Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Joseph A. Pinelle (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

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

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.

2. The City shall pay $500.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Following the completion of the City's project, the City shall restore the property within the easement to its condition upon execution of this Agreement.

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

(signatures follow)

GRANTOR
JOSEPH A. PINELLE

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JUNE, 2026, personally appeared before me Joseph A. Pinelle, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-126-007**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Joseph A. Pinelle**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6965 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point 1,128.00 feet West and 33.00 feet South of the Northwest Corner of the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being on the southerly right of way line of 3500 South, running thence South 5.00 feet; thence West 38.00 feet; thence South 5.00 feet; thence West 22.00 feet; thence North 10.00 feet to said right of way line; thence East 60.00 feet along said right of way line to the Point of Beginning. Encompassing 410 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2026.

GRANTOR

_____

Joseph A. Pinelle

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Joseph A. Pinelle**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
Notary Public

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

Parcel No. 14-34-126-007

QUIT CLAIM DEED

Joseph A. Pinelle, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, for the sum of Ten Dollars ($10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land for public road purposes, located at **6965 West 3500 South,** in Salt Lake County, State of Utah. Said tract of land being described as follows:

> A tract of land located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:
>
> BEGINNING 1,128.00 feet West of the Northwest Corner of the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, running thence South 33.00 feet; thence West 60.00 feet along the southerly right of way line of 3500 South; thence North 33.00 feet; thence East 60.00 feet to the Point of Beginning. Encompassing 1,980.00 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 1ST day of JUNE, 2026.

GRANTOR

Joseph A. Pinelle

State of UTAH)
:ss
County of SALT LAKE)

On the 1ST day of JUNE, 2026, personally appeared before me **Joseph A. Pinelle**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-126-007**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Joseph A. Pinelle**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **6965 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point 1,128.00 feet West and 33.00 feet South of the Northwest Corner of the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being on the southerly right of way line of 3500 South, running thence South 5.00 feet; thence West 38.00 feet; thence South 5.00 feet; thence West 22.00 feet; thence North 10.00 feet to said right of way line; thence East 60.00 feet along said right of way line to the Point of Beginning. Encompassing 410 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 1ST day of JUNE, 2026.

GRANTOR

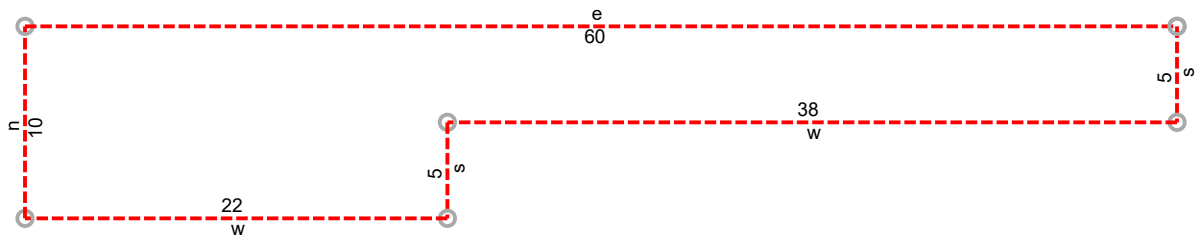
Joseph A. Pinelle

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JUNE, 2026, personally appeared before me **Joseph A. Pinelle**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

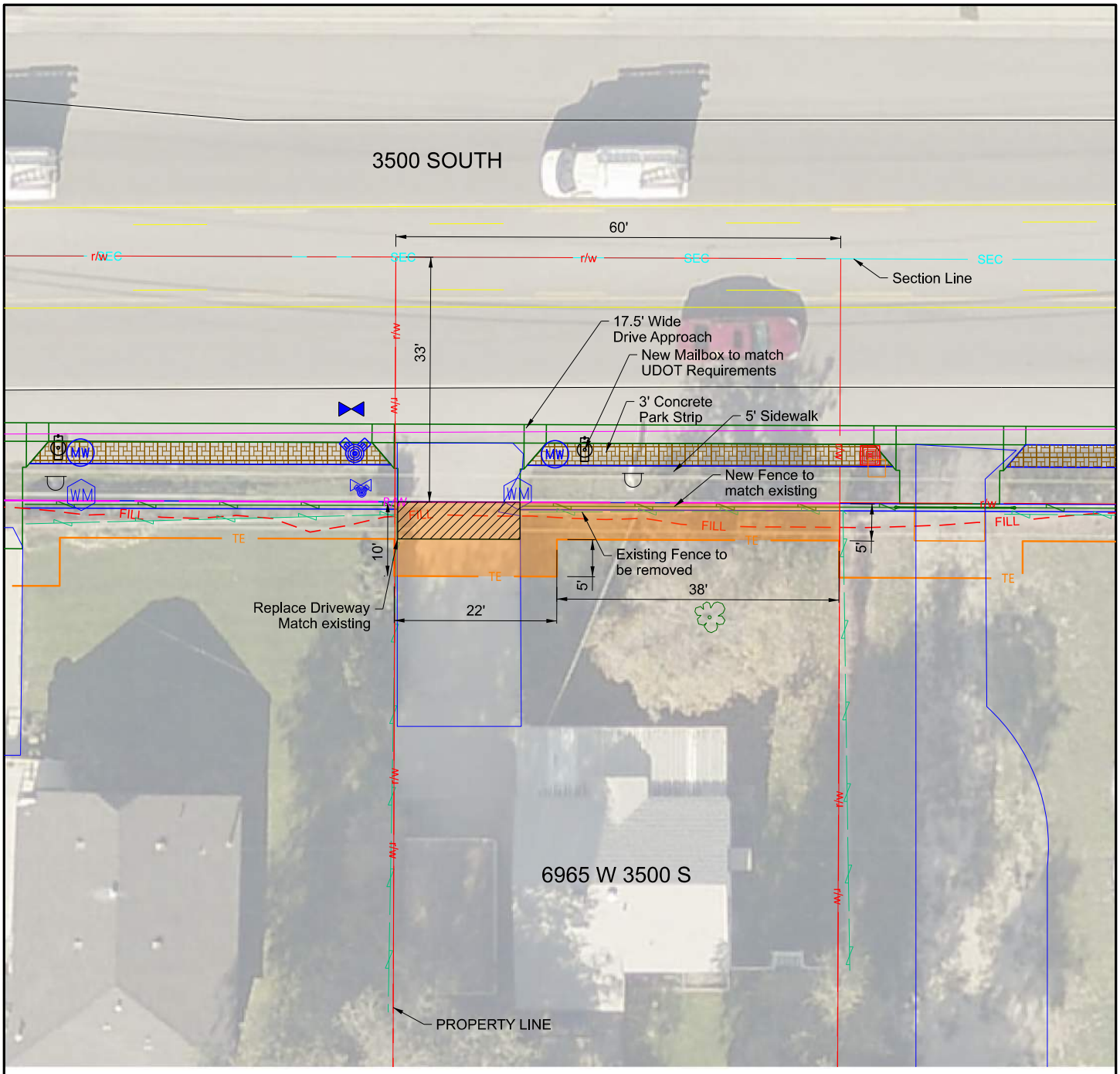
Notary Public



Pinelle to WVC(14-34-126-007)TCE-DeedPlot	1/27/2026
Scale: 1 inch= 10 feet	File:

Tract 1: 0.0094 Acres (410 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=140 ft.

01 s 5
02 w 38
03 s 5
04 w 22
05 n 10
06 e 60



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w — EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA

0 10 20 30 40

N W E S

NOTE:

1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-05

3500 SOUTH SAFE SIDEWALK	
7000 WEST - UDOT PIN 22984	
6965 W 3500 S	
PROJECT NUMBER WVC ENG CCR - 473	

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
PROFESSIONAL ENGINEER
DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY
REVISIONS

3/24/2026 4:10:35 PM H:\ENGDIV\PROJECTS\3500 South 7040W Safe Sidewalk 2025 Grant PIN 22984\CAD\Drawings\Plan Set\ROW Exhibits\ROW Exhibit 05.dgn

West Valley City Issue Paper

City Council Review

Description: *Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

Fiscal Impact: $700.00

Funding Source: *State Safe Sidewalk Funds*

Account #: *45-9610-40750-75288-0200*

Budget Opening Required: *No*

Issue:

Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

Summary:

Jerry N. Whitlock and Tamara N. Whitlock have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6997 West 3500 South (14-34-126-025).

Background:

The Jerry N. Whitlock and Tamara N. Whitlock property located at 6997 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owners. Compensation for the Temporary Construction Easement and improvements in the amount of $700.00 was based upon the value of similar properties in the area.

Recommendation:

Authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 06/01/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JERRY AND TAMARA WHITLOCK FOR PROPERTY LOCATED AT 6997 WEST 3500 SOUTH.

WHEREAS, Jerry and Tamara Whitlock (herein and collectively "Owner") have entered into an Easement Purchase Agreement for property located at 6997 West 3500 South that is affected by the 3500 South 7000 West Safe Sidewalk Project (herein "Project"); and

WHEREAS, Owner has also signed a Temporary Construction Easement (the "Easement"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Easement Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this _____ day of _____, 20___, Jerry N. and Tamara N. Whitlock (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

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

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.

2. The City shall pay $700.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Following the completion of the City's project, the City shall restore the property within the easement to its condition upon execution of this Agreement.

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

(signatures follow)

GRANTOR
JERRY N. WHITLOCK

State of UTAH)
:ss
County of SALT LAKE)

On this 28TH day of MAY, 2026, personally appeared before me Jerry N. Whitlock, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTOR
TAMARA N. WHITLOCK

State of UTAH)
:ss
County of SALT LAKE)

On this 28TH day of MAY, 2026, personally appeared before me Tamara N. Whitlock, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: **#14-34-126-025**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Jerry N Whitlock and Tamara N Whitlock**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6997 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Commencing 33.00 feet South from the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence East 4 rods along the southerly line of 3500 South to the easterly boundary of Grantors' property; thence South 5.00 feet; thence West 44.00 feet; thence South 5.00 feet; thence West 22.00 feet to the westerly boundary of Grantors' property; thence North 10.00 feet to the Point of Beginning. Encompassing 440 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ___ day of _____, 2026.

GRANTORS

_____ _____

Jerry N Whitlock **Tamara N Whitlock**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Jerry N Whitlock and Tamara N Whitlock**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-126-025**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Jerry N Whitlock and Tamara N Whitlock**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **6997 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Commencing 33.00 feet South from the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence East 4 rods along the southerly line of 3500 South to the easterly boundary of Grantors' property; thence South 5.00 feet; thence West 44.00 feet; thence South 5.00 feet; thence West 22.00 feet to the westerly boundary of Grantors' property; thence North 10.00 feet to the Point of Beginning. Encompassing 440 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 28TH day of MAY, 2026.

GRANTORS

Jerry N Whitlock

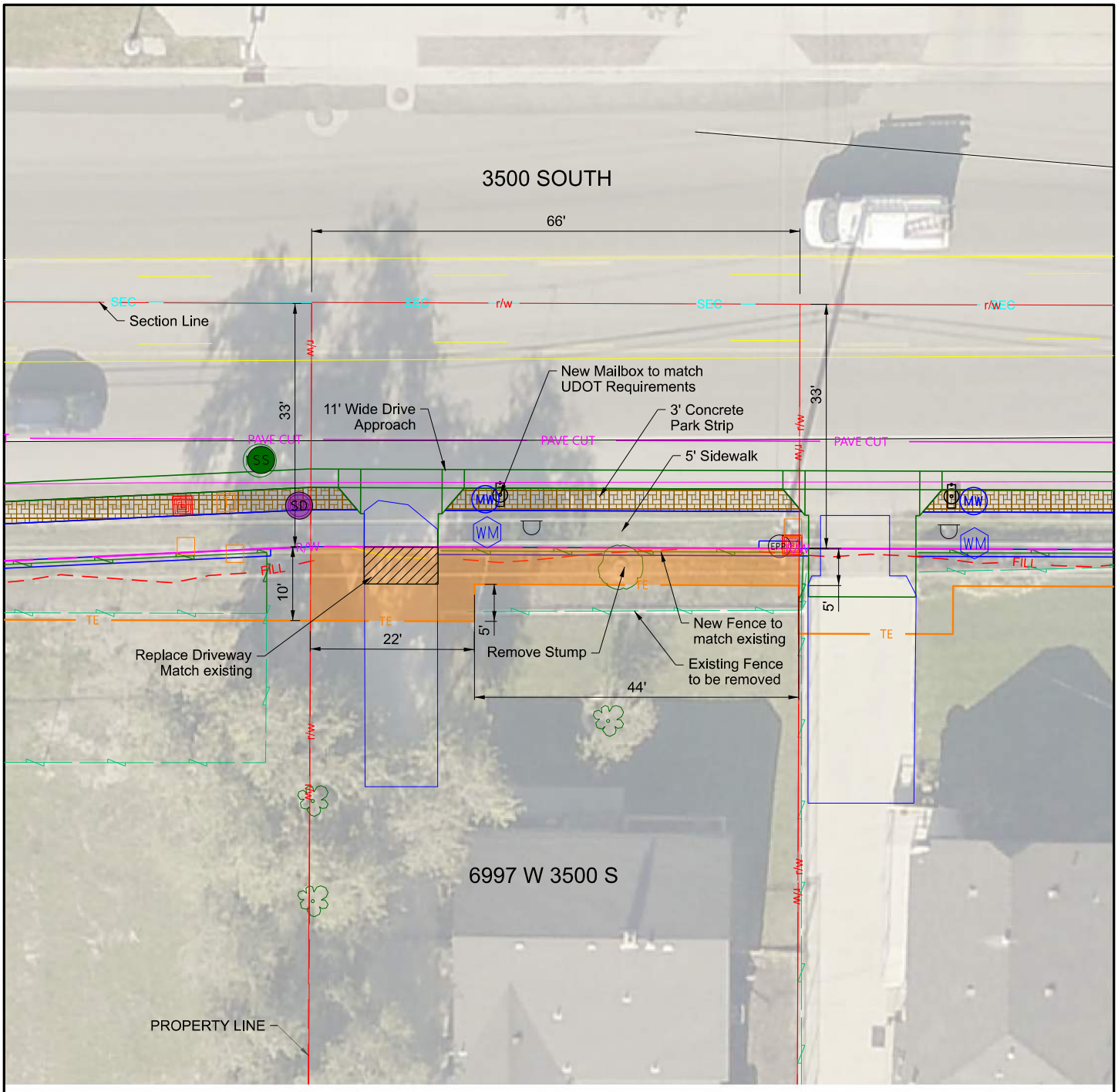
Tamara N Whitlock

State of UTAH)
:ss
County of SALT LAKE)

On this 28TH day of MAY, 2026, personally appeared before me **Jerry N Whitlock and Tamara N Whitlock**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w — EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA

0 10 20 30 40

N W E S

NOTE:

1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-03

3500 SOUTH SAFE SIDEWALK	
7000 WEST - UDOT PIN 22984	
6997 W 3500 S	
PROJECT NUMBER WVC ENG CCR - 473	

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
PROFESSIONAL ENGINEER
DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY
REVISIONS

3/24/2026 4:10:22 PM H:\ENGDIV\PROJECTS\3500 South 7040W Safe Sidewalk 2025 Grant PIN 22984\CAD\Drawings\Plan Set\ROW Exhibits\ROW Exhibit 03.dgn

West Valley City Issue Paper

City Council Review

Description:	Reappointment of Martell Winters to the Planning Commission
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Martell Winters
Board: Planning Commission

Summary:

Reappointment of Martell Winters to the Planning Commission

Background:

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

Martell Winters has been recommended for reappointment as a member of the Planning Commission. He has been serving as a member of the Planning Commission since January 12, 2016. Martell Winter's term will run from July 1, 2026 to June 30, 2030.

Martell Winters has been a resident of West Valley City for 28 years. He currently works as a senior scientist for Nelson Laboratories. We believe Martell Winters will continue to be a valuable asset to the City in serving on the Planning Commission.

Recommendation:

Approval of the Resolution reappointing Martell Winters as a member of the Planning Commission.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: 05/19/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. 26-_____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF MARTELL WINTERS TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2026 TO JULY 1, 2030.

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

WHEREAS, Martell Winters has expressed a willingness to serve on the Planning Commission; and

WHEREAS, Ifo Pili, City Manager, has recommended the reappointment of Martell Winters to serve on the Planning Commission for a term from July 1, 2026, to June 30, 2030; and

WHEREAS, such reappointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's reappointment of Martell Winters to the Planning Commission for a term from July 1, 2026 to June 30, 2030, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this _____day of June, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Martell Winters and his wife Aleece have resided in West Valley since 1995 where they raised their four wonderful children and where they continue to invest time and effort into their 1926 home and yard. He is a Director of Science at Nelson Labs and a recognized authority and industry leader on radiation sterilization, bioburden, industrial microbiology, aseptic processing, environmental control, and tissue processing. He has over 30 years of experience on these topics and has worked with clients in all areas of the world to speak, train, or consult in the medical device, tissue, and pharmaceutical industries. Martell is an active member of many working groups and holds leadership positions in AAMI and ISO.

West Valley City Issue Paper

City Council Review

Description: West Valley City Planning Commission Member Appointment

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

West Valley City Planning Commission Member Appointment

Summary:

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

The Planning Commission has a vacancy at the present time and Adriana Ramirez has been recommended for appointment to fill this vacancy a member of the Planning Commission. Her term will run from July 1, 2026, to June 30, 2030.

Background:

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

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

Recommendation:

Approval of the resolution to appoint Adriana Ramirez as an alternate member of the Planning Commission.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: June 2, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF ADRIANA RAMIREZ TO THE WEST VALLEY CITY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2026 TO JUNE 30, 2030.

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

WHEREAS, Adriana Ramirez has expressed a desire to serve on the Planning Commission; and

WHEREAS, The City Manager has recommended the appointment of Adriana Ramirez to serve on the Planning Commission as a member for a term from July 1, 2026 to June 30, 2030; and

WHEREAS; such appointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager's appointment of Adriana Ramirez to the Planning Commission for a term from July 1, 2026 to June 30, 2030 is hereby consented to and ratified by the City Council.

PASSED, APPROVED this _____ day of _____2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City Issue Paper

City Council Review

Description:	Reappointments to the PSRB
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Justin Turcsanski and Matt MacPherson
Board: Professional Standards Review Board

Summary:

Reappointment of Justin Turcsanski and Matt MacPherson to the Professional Standards Review Board

Background:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

Justin Turcsanski and Matt MacPherson have been recommended for reappointment as members of the Professional Standards Review Board. Their two-year term will commence on July 1, 2026 and end on June 30, 2028.

Recommendation:

Approval of the Resolution to reappoint Justin Turcsanski and Matt MacPherson to the Professional Standards Review Board.

Department: Police
Submitted by: Eric Bunderson, City Attorney
Date: 06/09/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO 26-XX

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF JUSTIN TURCSANSKI AND MATT MACPHERSON TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2028.

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to reappoint Justin Turcsanski and Matt MacPherson to serve on the Professional Standards Review Board for a term commencing July 1, 2026 and ending June 30, 2028; and

WHEREAS, Justin Turcsanski and Matt MacPherson are willing to accept said reappointments; and

WHEREAS, said reappointments requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Justin Turcsanski and Matt MacPherson to the Professional Standards Review Board for a term commencing July 1, 2026 and ending June 30, 2028.

PASSED AND APPROVED this XX day of June 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

JUSTIN TURCSANSKI

To make it easy on everyone my last name is pronounced

TUR-SHAWN-SKI

April 2001 - I started in the real estate industry as a licensed mortgage loan officer

June 2009, I became a licensed Realtor, simultaneously still licensed as a Loan officer

December 2009 – Present I work with Century 21

October 2010 – Present I work with Trillion Mortgage, as a Loan Officer.

Since 2009 I have held both licenses as a Mortgage Loan Officer and a Real Estate Agent. I have provided a full range of residential real estate services from helping first-time home buyers up to luxury home sales and purchases. I have dabbled a little in commercial real estate but residential is my focus.

I have lived in West Valley City for over 43 years. My greatest passion is my family, my wife Kim, our five kids, one son-in-law, and one grandson. In my spare time, I enjoy spending time with family and friends. I enjoy doing anything outdoors, camping, hiking, boating, skiing, traveling, working in my yard and helping in the community.

Matt MacPherson

I am a 20 year resident of West Valley City. I own businesses in this city, my children go to school and live here, and we love it. I am motivated to see our West side succeed.

I have spent a considerable amount of my time supporting West Valley and West side programs, businesses and charities. I sit on the oversight committee for the WVC PD and have been a member of the SLCoGOP Bylaws committee, as well as a precinct chair, county and state delegate for many years.

West Valley City Issue Paper

City Council Review

Description:	Reappointments to the Clean and Beautiful Committee
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Lisa Rene Jones, Jim Vesock, and Craig Thomas
Board: Clean and Beautiful Committee

Summary:

Reappointment of Lisa Rene Jones, Jim Vesock, and Craig Thomas to the Clean and Beautiful Committee

Background:

The purpose of the West Valley City Clean and Beautiful Committee is to promote the public interest in the general improvement of the appearance of West Valley City; to initiate, plan, direct, and coordinate programs for the promotion of community pride and general beautification and improvement of the physical quality of life in West Valley City.

Lisa Rene Jones, Jim Vesock, and Craig Thomas have been recommended for reappointment as members of the Clean and Beautiful Committee. Their four-year term will commence on July 1, 2026 and end on June 30, 2030.

Recommendation:

Approval of the Resolution to reappoint Lisa Rene Jones, Jim Vesock, and Craig Thomas to the Clean and Beautiful Committee.

Department: CEC
Submitted by: Craig Thomas
Date: 06/09/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO 26-XX

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF LISA RENE JONES, JIM VESOCK, AND CRAIG THOMAS TO THE CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2030.

WHEREAS, members of the Clean and Beautiful Committee are appointed for a four-year term by the City Manager; and

WHEREAS, the City Manager desires to reappoint Lisa Rene Jones, Jim Vesock, and Craig Thomas to serve on the Clean and Beautiful Committee for a term commencing July 1, 2026 and ending June 30, 2030; and

WHEREAS, Lisa Rene Jones, Jim Vesock, and Craig Thomas are willing to accept said reappointments; and

WHEREAS, said reappointments requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Lisa Rene Jones, Jim Vesock, and Craig Thomas to the Clean and Beautiful Committee for a term commencing July 1, 2026 and ending June 30, 2030.

PASSED AND APPROVED this XX day of June 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

My name is Lisa Rene Jones and I have lived in West Valley City since before it was a city. I moved to Granger, Utah from Maryland in 1976 and have been here ever since. My husband Ed and I brought our first home here and then built our current home over 20 years ago. I have one amazing daughter, Ashley, who just graduated from high school and is heading off to college at Western Washington University! We are so proud! WOW! Time flies!

We won a Clean and Beautiful Yard Award in 2008 and I was invited to join the Clean and Beautiful Committee that same year, I was so excited to become a member! It has truly been one of the best volunteer positions I have had. I have met many awesome people on the committee and in the city. I feel like we really make a difference and have fun doing it! I look forward to the challenge of working together toward a better, cleaner and more beautiful West Valley City for all!

I have been on the Clean and Beautiful for many years now.

I attend all meetings and events put on by the committee.

I have been the committee's Chair and Vice Chair.

I would love to continue to be part of the committee that promotes a clean and beautiful West Valley City.

Thank you,

Jim Vesock

Craig is from West Valley City, a community he loves. He is a graduate of Utah State University, where he earned a bachelor's degree in Asian Studies and Liberal Arts & Sciences, an International Relations Certificate, and a Master of Science in Landscape Architecture and Environmental Planning. He is also a graduate of Westminster University, where he earned a Master of Arts in Community Leadership.

Craig has worked for West Valley City for 25

years in a variety of roles and currently serves as the Director of the Community Engagement & Culture Department. Throughout his career, he has served on numerous boards and committees, including the Utah Cultural Celebration Center Advisory Board, West Valley United Coalition, Utah Council for Crime Prevention, Utah Association of Government Communicators, West Valley City Rental Unit Taskforce, West Valley City Community Action Team, West Valley City Clean & Beautiful Committee, Healthy West Valley Committee, and the WVC Veterans Committee.

Craig is active in civic and professional organizations. He has served on the board of the Utah Chapter of the American Society of Landscape Architects, the Community Education Partnership of West Valley City, and Neighborhoods USA. He has also been a member of the Hunter Lions Club, Jordan River Natural Areas Forum, Provo/Jordan River Parkway Foundation, and the Growing Assets and Income Now Coalition.

In his free time, Craig volunteered as a Rose Park Community Council board member for 18 years, helping plan the annual Rose Park Community Festival.

Today, Craig and his husband live in Craig's childhood home in West Valley City.

West Valley City Issue Paper

City Council Review

Description:	Reappointment of Lisa Rene Jones as Chair of the Clean and Beautiful Committee
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Lisa Rene Jones- Chair
Board: Clean and Beautiful Committee

Summary:

Reappointment of Lisa Rene Jones as Chair of the Clean and Beautiful Committee

Background:

The purpose of the West Valley City Clean and Beautiful Committee is to promote the public interest in the general improvement of the appearance of West Valley City; to initiate, plan, direct, and coordinate programs for the promotion of community pride and general beautification and improvement of the physical quality of life in West Valley City.

Lisa Rene Jones has been recommended for reappointment as Chair of the Clean and Beautiful Committee. This one-year term will commence on July 1, 2026 and end on June 30, 2027.

Recommendation:

Approval of the Resolution to reappoint Lisa Rene Jones as Chair of the Clean and Beautiful Committee.

Department: CEC
Submitted by: Craig Thomas
Date: 06/09/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. 26-74

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF LISA RENE JONES AS CHAIR OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027.

WHEREAS, the Chair of the West Valley City Clean and Beautiful Committee is appointed by the City Manager; and

WHEREAS, the City Manager desires to reappoint Lisa Rene Jones as Chair of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2026 and ending June 30, 2027; and

WHEREAS, Lisa Rene Jones is willing to accept said reappointment; and

WHEREAS, said reappointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Lisa Rene Jones as Chair of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2026 and ending June 30, 2027.

PASSED, APPROVED and MADE EFFECTIVE this 23rd day of June, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

My name is Lisa Rene Jones and I have lived in West Valley City since before it was a city. I moved to Granger, Utah from Maryland in 1976 and have been here ever since. My husband Ed and I brought our first home here and then built our current home over 20 years ago. I have one amazing daughter, Ashley, who just graduated from high school and is heading off to college at Western Washington University! We are so proud! WOW! Time flies!

We won a Clean and Beautiful Yard Award in 2008 and I was invited to join the Clean and Beautiful Committee that same year, I was so excited to become a member! It has truly been one of the best volunteer positions I have had. I have met many awesome people on the committee and in the city. I feel like we really make a difference and have fun doing it! I look forward to the challenge of working together toward a better, cleaner and more beautiful West Valley City for all!

West Valley City Issue Paper

City Council Review

Description:	Reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Abigail Dizon-Maughan- Chair
Board: Professional Standards Review Board

Summary:

Reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board

Background:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

Abigail Dizon-Maughan has been recommended for reappointment as Chair of the Professional Standards Review Board. This one-year term will commence on July 1, 2026 and end on June 30, 2028.

Recommendation:

Approval of the Resolution to reappoint Abigail Dizon-Maughan as Chair of the Professional Standards Review Board.

Department: Police
Submitted by: Eric Bunderson, City Attorney
Date: 06/23/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. 26-75

A RESOLUTION RATIFYING THE CITY MANAGER'S RE-APPOINTMENT OF ABIGAIL DIZON-MAUGHAN AS CHAIR OF THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 2, 2026 AND ENDING JUNE 30, 2028.

WHEREAS, the members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing July 1, 2026 and ending June 30, 2028; and

WHEREAS, Abigail Dizon-Maughan is willing to accept said re-appointment; and

WHEREAS, said re-appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing July 1, 2026 and ending June 30, 2028.

PASSED, APPROVED and MADE EFFECTIVE this 23rd day of June, 2026.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
DEPUTY CITY RECORDER

An experienced litigator and zealous advocate for diverse groups within the community, Abby Dizon-Maughan represents clients in complex business and commercial litigation and plaintiff's medical malpractice.

Abigail M. Dizon-Maughan

Shareholder | Salt Lake City

Contact information

801.536.6709

adm@parsonsbehle.com

Capabilities

Business & Commercial Litigation

Plaintiffs Personal Injury

Plaintiffs Litigation

Licensed/Admitted

Utah

U.S. Dist. Court, Dist. of Utah

Biography

Abby Dizon-Maughan is a shareholder and member of the Litigation practice team in Parsons Behle & Latimer's Salt Lake City office. Ms. Dizon-Maughan possesses significant trial and courtroom experience and has been recognized by her peers as an up-and-coming litigator. She has been named a Rising Star by *Super Lawyers/ThomsonReuters* in 2017, 2018, 2019, 2020, and 2021, and has been recognized by the Utah State Bar for her mentorship of young attorneys.

Ms. Dizon-Maughan is a Utah native and earned her Bachelor of Science degree in Political Science from the University of Utah, her Master of Business Management degree from the University of Phoenix and her Juris Doctor from the University of Utah S.J. Quinney College of Law, where she graduated with honors.

After graduating from law school, Ms. Dizon-Maughan started her own practice, vigorously defending the rights of the individuals accused of serious crimes. After five years, she joined a boutique firm where she transitioned from criminal defense to complex commercial litigation and medical malpractice and continued to build her skills as a litigator.

In addition to practicing law, Ms. Dizon-Maughan serves as the Chairperson for the Professional Standards Review board of the West Valley Police Department, is the Chairperson of the Criminal Justice Committee of the NAACP - Salt Lake Branch and is a former president of the Utah Minority Bar Association. She also serves on several boards of the Utah Center for Legal Inclusion, and is a member of Women Lawyers of Utah and the Salt Lake County Bar Association.

Experience

Fraud and Conspiracy Lawsuit
Representing clients in a fraud, conspiracy and RICO lawsuit, brought in Utah federal district court by a former tribal judge for appointment of a receiver and forfeiture of assets.

Independent Investigation of Sexual Harassment
Conducted an independent investigation of sexual harassment claims against Senator Gene Davis by a legislative intern.

School District Independent Investigation
Participated in the independent investigation of the events leading up to the death of Izzy Tichenor, a Black 10-year old girl who died by suicide. Izzy's mother had alleged Izzy took her life after she was bullied for her race and disability.

Accomplishments

Professional
Legal Elite, Up & Coming, *Utah Business Magazine*, 2021

Women in Law Award, *Lawyer Monthly Magazine*, 2018 and 2021

Super Lawyers Rising Star, 2017-2023

Young Alumna of the Year, S.J. Quinney College of Law, University of Utah, 2019

Outstanding Mentor recognition by the Utah State Bar, 2017, 2018

President's Award, NAACP-Salt Lake Branch, 2015

Academic
University of Utah, S.J. Quinney College of Law, Juris Doctor, with honors, 2012

University of Phoenix, Master of Business Management, 2007

University of Utah, Bachelor of Arts, 2001

Associations

Professional

Utah Minority Bar Association, former president

David K. Watkiss Sutherland II American Inn of Court

Utah State Bar Leadership Academy

Utah Association for Justice

Women Lawyers of Utah

Salt Lake County Bar Association

Utah State Bar Litigation Section, member and treasurer

Utah State Bar, CLE subcommittee and member of admissions committee

American Bar Association's Diverse Leadership Academy, member

American Bar Association's Judicial Intern Opportunity Program, member

Former ex officio member of the Utah State Bar Commission

Community

Chairperson for the Professional Standards Review board of the West Valley Police Department

Chairperson of the Criminal Justice Committee of the NAACP - Salt Lake Branch

Utah Center for Legal Inclusion, board member

News

"Space For Me:" Abby Dizon-Maughan on Why She Works for Change, *by Andy Faught*, Feb. 7, 2023

Parsons Behle & Latimer Conferred Law Firm of the Year by the Minority Bar Association, Nov. 10, 2022

Attorney Abby Dizon-Maughn Featured in KSL Story on Living Color Gala, Sept. 8, 2022

Abigail M. Dizon-Maughan Honored as a Recipient of 2022 Living Color Award, Aug. 18, 2022

Parsons Behle & Latimer Celebrates its Attorneys of Color with New Affinity Group, May 2, 2022

**To view additional insights and related news items, visit parsonsbehle.com/people/abigail-m-dizon-maughan#insights*

West Valley City Issue Paper

City Council Review

Description:	Appointment to the Audit Review Committee
Fiscal Impact:	*N/A*
Funding Source:	*N/A*
Account #:	*N/A*
Budget Opening Required:	☐

Issue:

Member: Mike Chesnut
Board: Audit Review Committee

Summary:

Appointment of Mike Chesnut to the Audit Review Committee

Background:

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community.

Mike Chesnut has been recommended for appointment as a member of the Audit Review Committee. His three-year term will commence on July 14, 2026 and end on June 30, 2029.

Recommendation:

Approval of the Resolution to appoint Mike Chesnut to the Audit Review Committee.

Department: Finance
Submitted by: Jim Wlech, Finance Director
Date: 06/23/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE APPOINTMENT OF MIKE CHESNUT TO THE AUDIT REVIEW COMMITTEE.

WHEREAS, Section 3-10-1301 of the West Valley City Municipal Code requires that a member of the community serve on the Audit Review Committee; and

WHEREAS, the City Manager has appointed Mike Chesnut to serve on the Audit Review Committee; and

WHEREAS, Mr. Chesnut is willing to accept said appointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Mike Chesnut to the Audit Review Committee, effective immediately upon passage of this resolution.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Michael Chesnut

Phone: [redacted] West Valley, UT 84120 Email: [redacted]

Financial Data Technician with more than 20 years of experience

Extensive experience with financial data analysis, building reports and trouble shooting problems as follows:

Excel / including complex vba macros	Data Management
Business Intelligence Reporting all levels of management	Custom database development
SQL query design	Business intelligence reporting tools
SQL Database Design	Financial Analysis
Visual Basic for Applications	SSIS package development
PHP/Java scripting	Processmaker workflow generation

Professional Experience

- Developed reports for budget vs. actual comparisons in both Crystal Reports and Spotfire. Included in these reports was the ability to drill-down into different layers of the data, giving the user the ability to quickly see the detailed information they were interested in.
- Developed complex sql queries joining many tables with primary and foreign keys to handle specific reporting needs. In addition, update and insert queries were developed to handle specific needs. Also, developed custom tables to handle data not found in the accounting system and then created ways to efficiently populate those tables.
- Developed sql sub queries to efficiently pull the data together.
- Regularly use sql to troubleshoot problems and then determine a solution to fix the problem.
- Developed SSIS packages to transfer data from flat files into SQL databases, also used SSIS packages to transfer data from a transactional database to a data warehouse server that is used for reporting.
- Developed reports using Spotfire and Crystal Reports with drill down capability to quickly highlight problem areas.
- Manage the day to day activities of an enterprise accounting system, quickly satisfying needs for a large community of users. This included trouble-shooting problems and either fixing the problem or communicating with the vendor to get resolution of the problem.
- Coordinated and planned updates to the accounting system, this included developing a database that would track testing of programs to insure that all programs were tested by users prior to implementation.
- Developed processes to allow users the ability to upload data directly into the accounting system rather than manually entering the data, saving countless hours of data input.
- Developed several SQL and Access databases that allowed accounting personnel to automate processes that were previously done by hand or in a spreadsheet. This includes data input screens, reporting, and outputting files for use by other programs. Used visual basic coding techniques to insure integrity of the database.

Employment History

Business Analyst, Wexpro Dominion Energy	2012 - Current
QEP Energy Company	2010 - 2012
Questar Market Resources	
SRRoberts	
Questar Market Resources	

Education

- Masters Business Administration Utah State University 1987
- Bachelors in Accounting Southern Utah University 1985

West Valley City Issue Paper

City Council Review

Description: *Second Amendment to Parking Structure Management and Use Agreement*

Fiscal Impact: $0

Funding Source: *N/A*

Account #: *N/A*

Budget Opening Required: ***No***

Issue:
A resolution authorizing the execution of a Second Amendment to the Parking Structure Management and Use Agreement.

Summary:
This Second Amendment extends the term of the Agreement and provides for stall allocation and maintenance responsibilities.

Background:
This amendment extends the term of the Parking Structure Management and Use Agreement. The amendment provides that maintenance costs will be shared pro rata by users of the parking structure upon expiration of the original term. The amendment also makes technical changes to add West Valley Land Holdings, LLC as a party to the agreement and to include that entity in the relevant calculations.

Recommendation:
Execute the Amendment.

Department: RDA/Legal
Submitted by: Brandon Hill
Date: 6/18/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE PARKING STRUCTURE MANAGEMENT AND USE AGREEMENT.

WHEREAS, West Valley City, Wasatch Commercial Management, Inc., and West Valley Office Holdings, LLC, have previously entered into a Parking Structure Management and Use Agreement and a First Amendment thereto (together, the "Agreement"); and

WHEREAS, the parties desire to amend said Agreement to amend the term of the Agreement, stall allocation, and maintenance responsibilities; and

WHEREAS, an Amendment to the Agreement has been prepared for execution, a copy of which is attached hereto and entitled "Second Amendment to the Parking Structure Management and Use Agreement" (hereinafter, the "Amendment"), that sets forth the amended terms of said Agreement; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SECOND AMENDMENT TO PARKING STRUCTURE MANAGEMENT AND USE AGREEMENT

This Second Amendment to the Parking Structure Management and Use Agreement (the "Amendment") is entered into this ____ day of _____, 2026, by and between West Valley City, a municipal corporation of the State of Utah (the "City"), Wasatch Commercial Management, Inc., a Utah corporation (the "Manager"), West Valley Office Holdings, LLC, a Utah limited liability company (the "Office Tower Owner"), and West Valley Land Holdings, LLC, a Utah limited liability company ("WVLH"), (collectively the City, the Manager, the Office Tower Owner and WVLH are referred to as the "Parties").

WITNESSETH

WHEREAS, the Parties (except WVLH) entered into a Parking Structure Management and Use Agreement on or about November 28, 2017, as amended by the First Amendment dated on or about August 28, 2019 (as amended, the "Agreement"); and

WHEREAS, the Parties desire to further amend the Agreement to provide for an additional term and to set forth conditions applicable to said additional term and to add WVLH as a party to the Agreement and allocate stalls to WVLH upon development of Lot 2 and/or Lot 3 held by WVLH.

NOW THEREFORE, in consideration of the covenants and promises contained in this Amendment No. 2, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Amendment shall provide for an additional 45-year term and conditions applicable to said term and add WVLH as a party to the Agreement and allocate stalls to WVLH upon completion of improvements on Lot 2 and/or Lot 3 owned by WVLH.

2. **Amendments.**

(a) Section 3 is hereby revoked and replaced in its entirety with the following:

3. Retail Space. WVLH shall have the exclusive right to lease the Retail Space to third party tenants upon such terms as WVLH may agree upon with such tenants. WVLH shall be responsible to pay the cost of all tenant improvements in the Retail Space, and shall also pay Manager a leasing commission in the amount of six percent (6%) of the lease revenue generated by a Retail Space lease. WVLH hereby authorizes the Manager to execute and deliver any Retail Space lease on behalf of WVLH, provided that the City has delivered its written approval of any Retail Space lease (which approval shall not be unreasonably withheld) to WVLH and Manager and subject to the terms of Section 5 below. No Retail Space lease shall be executed without the foregoing City approval. WVLH shall be entitled to all lease revenue generated by the Retail Space leases, and the City shall have no right to seek contribution or share in such amounts. The

Manager shall manage the Retail Space and shall receive a lease management fee from WVLH in the amount of five percent (5%) of the gross revenue derived from the Retail Space.

(b) Section 4.1 is hereby added to the Agreement as follows:

4.1. Extension Term. Following the expiration of the Term, this Agreement shall continue for an additional 45 years (the "Extension Term"), such that the Extension Term shall end on November 28, 2108. Unless indicated in this Section 4.1, all other terms of this Agreement shall remain in effect. During the Extension Term, notwithstanding any other provision of this Agreement to the contrary, the following conditions shall apply:

(a) Costs. Operating Costs, Maintenance Costs, and Capital Expenses shall be shared by the City, the Office Tower Owner and WVLH (if applicable as determined by Section 6(d)). The City, Office Tower Owner and WVLH (if applicable as determined by Section 6(d)) shall each be responsible for the percentage of costs equivalent to their percentage of stalls allotted within the Parking Structure, excluding the UTA Stalls.

i. Example (for illustration only): Assume there are 1000 stalls in the Parking Structure and that there are 200 UTA Stalls, 20 stalls allocated to the City, 600 stalls allocated to the Office Tower Owner, and 180 stalls allocated to WVLH. The City would be responsible for 2.5% (20/800) of costs, the Office Tower Owner would be responsible for 75% of costs (600/800), and WVLH would be responsible for 22.5% of costs (180/800).

(b) During the Extension Term, the City, Office Tower Owner and WVLH (if applicable) shall mutually agree on maintenance practices, procurement of necessary repairs, and other matters required to keep the Parking Structure usable and in compliance with the UTA Agreements, with costs allocated as described in subsection 4.1(a) above.

(c) Section 6(d) is hereby added to the Agreement as follows:

(d) WVLH Parking Spaces. Upon completion of improvements by WVLH on Lot 2 and/or Lot 3 of the development served by the Parking Structure (completion determined in the sole discretion of WVLH), WVLH shall be entitled to the exclusive, absolute and irrevocable right to a number of parking spaces in the Parking Structure based on the percentage share of the gross square footage of WVLH's improvements (not to exceed 75,000 gross square feet) plus the Office Tower Owner's gross square footage multiplied by the number of Office Tower Parking Spaces as of the date of completion of WVLH's improvements (the "WVLH Parking Spaces"). For example, if WVLH's gross building square footage is 75,000 square feet and the Office Tower Owner's gross building square footage is 243,391 square feet and there are 1,058 Office Tower Parking Spaces as of the date of completion of WVLH's improvements, then the number of WVLH Parking Spaces would be 249, calculated as 75,000 plus 243,391, divided

by 75,000 equaling WVLH's percentage share of 23.56%, then such percentage share being multiplied by 1,058 Office Tower Parking Spaces. Notwithstanding the foregoing, at no time shall Office Tower Owner have less than 839 Office Tower Parking Spaces, so, in the example above, there would actually be 219 WVLH Parking Spaces, calculated as 1,058 minus 839.

(e) Any references in the Agreement to the Office Tower Owner that relate to the Retail Space shall be replaced with references to WVLH.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

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

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment on the date first written.

WEST VALLEY CITY

_____
Mayor

ATTEST:

_____
City Recorder

Approved as to form 6/18/2026
Brandon Hill

WEST VALLEY OFFICE HOLDINGS, LLC

_____

By: Dell Loy Hansen, Manager

State of Utah)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me Dell Loy Hansen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Manager of West Valley Office Holdings, LLC, a limited liability company, and that said document was signed by him in behalf of said entity by authority of its articles of organization or operating agreement, and he acknowledged to me that said entity executed the same.

_____

Notary Public

WASATCH COMMERCIAL MANAGEMENT, INC.

_____

By: Anita Lockhart, President

State of Utah)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me Anita Lockhart, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the President of Wasatch Commercial Management, Inc., a corporation, and that said document was signed by her in behalf of said entity by authority of its Articles of Incorporation or a resolution of its Board of Directors, and she acknowledged to me that said entity executed the same.

_____

Notary Public

WEST VALLEY LAND HOLDINGS, LLC

_____

By: Dell Loy Hansen, Manager

State of Utah)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me Dell Loy Hansen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Manager of West Valley Land Holdings, LLC, a limited liability company, and that said document was signed by him in behalf of said entity by authority of its articles of organization or operating agreement, and he acknowledged to me that said entity executed the same.

_____

Notary Public

WEST VALLEY CITY

www.wvc-ut.gov

SECOND AMENDMENT

Parking Structure Management and Use Agreement

SECOND AMENDMENT

- No, not that Second Amendment!
- This Amendment provides for a term extension and pro rata maintenance cost sharing during the extension term
- The Amendment also makes technical changes to add an additional entity as a party to the Agreement