



# WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 28, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Huynh
4. Approval of Minutes:
  - A. July 14, 2026
5. Awards, Ceremonies and Proclamations:
  - A. Proclamation Declaring August as "Neighborhood Nights" Month and August 4, 2026 as "National Night Out 2026" in West Valley City
6. Public Comment Period:

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.

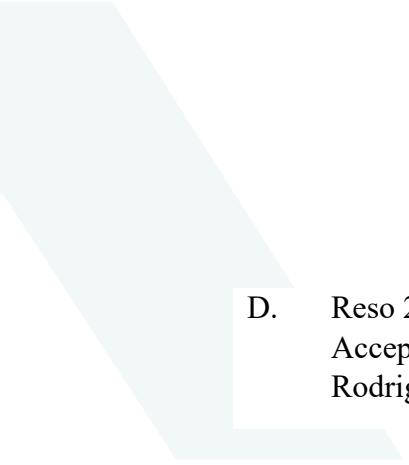
*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be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

7. Resolutions:

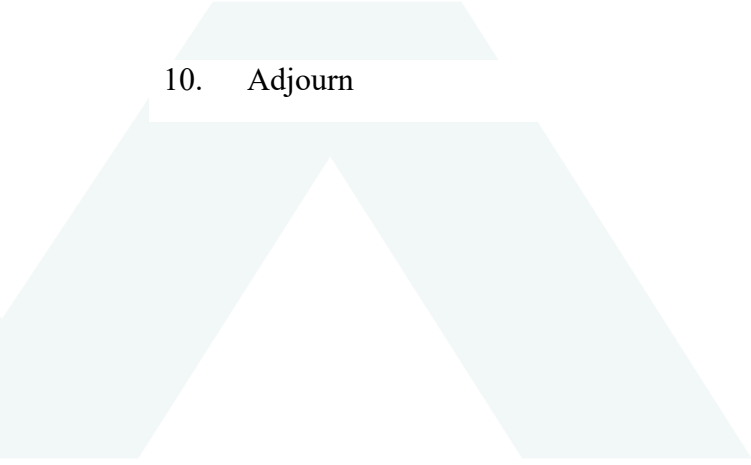
- A. 26-87: Authorize the Purchase of a Street Sweeper from Intermountain Sweeper Company

8. Consent Agenda:

- A. 26-84: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Funding for Substance Abuse Prevention
- B. 26-85: Authorize the Acceptance of a Proposal by Keddington and Christensen, Certified Public Accountants, LLC to Provide Auditing Services to West Valley City for the Fiscal Year Ending June 30, 2026
- C. 26-86: Approve a Franchise Agreement Between Forged Fiber 37, LLC and West Valley City for a Telecommunications Network in the City

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- D.     Reso 26-88: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Ignacio Avila-Rodriguez and Anabel Vargas for Property Located at 6891 West 3500 South

9.     Motion for Closed Session (if necessary)



10.    Adjourn



## WEST VALLEY CITY

### City Council Regular Meeting Minutes July 14, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, JULY 14, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

#### THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2 (*electronically*)  
William Whetstone, Councilmember District 3  
Cindy Wood, Councilmember District 4

#### STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, Assistant City Manager  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief  
John Evans, Fire Chief  
Niclas Hales, Acting Finance Director  
Steve Pastorik, CED Director  
Dan Johnson, Public Works Director  
Jamie Young, Parks and Recreation Director  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Craig Thomas, Community and Culture Director  
Paula Melgar, HR Director (*electronically*)  
Tumi Young, Chief Code Enforcement Officer  
Travis Crosby, IT

#### OPENING CEREMONY- COUNCILMEMBER LARS NORDFELT

## **MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026**

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Councilmember Lars Nordfelt recognized the 250th anniversary of the Declaration of Independence by reflecting on its historical significance. He shared excerpts from a letter written by John Adams to his wife, Abigail, expressing Adams' optimism and hope despite the challenges facing the nation in 1776. Councilmember Nordfelt encouraged continued appreciation for the nation's constitutional democratic republic and expressed confidence that, despite current and future challenges, the country can continue to persevere. He asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

### **APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 23, 2026**

The Council considered the Minutes of the Regular Meeting held June 23, 2026. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held June 23, 2026. Councilmember Huynh seconded the motion.

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

### **WESTFEST COMMITTEE RECOGNITIONS**

Craig Thomas, Community and Culture Director, introduced members of the WestFest Committee.

Michael Finch, Chair of the WestFest Committee, thanked the Mayor, City Council, City administration, and staff across all departments for their support in making this year's WestFest a success. He provided a brief history of the festival, noting its origins more than 65 years ago as the Granger-Hunter Area Celebration before being renamed WestFest in 1976. He explained that the event has evolved to celebrate West Valley City's anniversary and the community's cultural diversity while maintaining its focus on family, food, and community. Michael also reviewed the festival's transition to Centennial Park and its incorporation into the City's Parks and Recreation Department, explaining that the partnership preserved opportunities for local entertainers, vendors, and small businesses. He expressed appreciation for the City's continued partnership and encouraged ongoing collaboration to preserve WestFest's longstanding mission and traditions.

Jordan Travis, a member of the WestFest Committee, expressed his appreciation for WestFest and its importance to the community. He shared that the event helped welcome his family to West Valley City and described it as a reflection of the City's culture, people, food, and community spirit. Jordan praised the quality of the festival, calling it a signature community event and an annual kickoff to summer, and expressed his enthusiasm for continuing to serve alongside the WestFest Committee and City staff in the years ahead.

Karen Morris, Chair of the WestFest Committee, thanked the Mayor, City Council, City administration, staff, volunteers, vendors, and public safety personnel for their collective efforts in

## MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026

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making WestFest 2026 a success. She described the event as "uneventful" in the best sense, explaining that providing a safe, well-organized festival had been the committee's primary goal. Karen highlighted the exceptional collaboration among City departments, recognized the contributions of Parks and Recreation staff, Public Works, Police, Fire, vendors, food trucks, carnival staff, and committee volunteers, and expressed appreciation for their flexibility and dedication. She concluded by looking ahead to the festival's upcoming 50th anniversary under the WestFest name and reaffirmed her commitment to preserving the event as a valued community tradition.

### **PUBLIC COMMENT PERIOD**

Shane Manwaring, a candidate for Salt Lake County Sheriff, introduced himself to the Council and shared his background in military service and law enforcement. He stated that, if elected, his priorities would include improving the efficiency of the jail booking process to reduce the amount of time officers spend away from their communities and addressing challenges related to the jail's capacity and the cycle of repeat arrests involving individuals struggling with substance use. He said his goal is to strengthen partnerships with local law enforcement agencies, including the West Valley City Police Department.

Kent Davis, the Republican nominee for Salt Lake County District Attorney, introduced himself and summarized his background in military service, federal and local prosecution, and legal leadership. He emphasized his commitment to collaboration and stated that, if elected, he would work closely with West Valley City's Police Department, City Prosecutor, and elected officials to better understand the City's public safety needs. Kent said he believes effective leadership requires listening to those doing the work and pledged to improve communication and strengthen partnerships with local governments to support the criminal justice system and community safety.

Richard Nowak, a candidate for Utah House District 25, introduced himself and outlined several legislative priorities. He said he would pursue changes to state law that would allow greater use of water-efficient landscaping options, including xeriscaping, as an alternative to existing landscaping requirements. He also discussed concerns related to crime and behavioral health, stating that he would support measures to improve access to mental health services for individuals involved in the criminal justice system. Richard expressed his desire to work with local officials and fellow legislators to address issues affecting West Valley City and surrounding communities.

Jim Vesock suggested the City consider creating a West Valley City-specific resident discount or promotional program similar to one offered in Salt Lake City. He also shared concerns about the proposed indoor sports facility, questioning its financial feasibility, the surrounding area's suitability, and whether the project would provide a sufficient return on investment. Additionally, Jim referenced information he learned at a recent gang conference regarding illegal drug trafficking and encouraged the City to monitor potential state and federal funding distributions related to law

## MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026

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enforcement efforts. He concluded by asking why one of the City's parks did not have public Wi-Fi, noting that he believed the service had been expanded during the COVID-19 pandemic.

Mike Markham commented on several City issues. He expressed support for additional broadband providers serving West Valley City but shared concerns about utility installation practices and communication with contractors. He also encouraged the City to focus on improving the appearance of properties along the 4100 South corridor, suggesting that property maintenance issues extend beyond fencing and should receive greater attention. Markham further stated that redevelopment of the RDA property should prioritize uses that generate economic activity and tax revenue for the City.

Joshua Magers, a West Valley City resident, encouraged the Council to consider updating the City's sign regulations for home-based businesses. He explained that current restrictions make it difficult for licensed home businesses to identify their locations and suggested allowing modest, professionally designed yard or fence signs subject to reasonable standards for size, placement, lighting, and appearance. Majors stated that such changes could support local entrepreneurship while maintaining neighborhood aesthetics. He also encouraged the Council to consider whether existing regulations appropriately balance neighborhood interests with the property rights of homeowners and the needs of modern home-based businesses.

Ryan Mahoney, a candidate for Utah Senate District 13, introduced himself and expressed his appreciation for the opportunity to engage with the Council over the past year. He said that, if elected, he hopes to continue working collaboratively with City officials and encouraged them to reach out regarding legislative issues affecting the City. Ryan also voiced support for policies that assist small and home-based businesses, stating that they are an important part of West Valley City's local economy.

Walt Sorensen, a longtime West Valley City resident, praised the City's community events, including WestFest, but encouraged the Council to carefully consider the unintended consequences of future policies and ordinances. He expressed support for reducing regulatory barriers affecting small and home-based businesses and used the "cobra effect" as an example of how well-intentioned policies can produce unintended outcomes. Walt also voiced concern over reports that the Highbury master association may seek to transfer ownership and maintenance of its common areas to the City, urging the Council to oppose such a proposal if it comes before them.

### **RESOLUTION 26-77: ADOPT A RESOLUTION AND STATEMENT OF INTENT AND AUTHORIZE THE CITY TO ENTER INTO A MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT, AND EXECUTE RELATED DOCUMENTS**

Mayor Lang presented proposed Resolution 26-77 that would adopt a resolution and statement of intent and authorize the City to enter into a Master Lease-Purchase Agreement, Escrow Agreement, and execute related documents.

## MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026

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

A resolution authorizing the agreement with JPMorgan Chase Bank, N.A. to secure funding to purchase one (1) fire truck for the Fire Department.

Purchase of one (1) Pierce aerial ladder truck and equipment. This lease provides financing for 10 years with annual payments of \$235,875.61 at an estimated interest rate of 4.0530%. The actual rate will be determined on the date the contract is executed. The amount to be financed is \$1,985,461.00. The total scheduled lease payments are \$2,358,756.10. The City will own the equipment at the end of the lease term.

Multiple sourcing options were considered and JPMorgan Chase Bank, N.A. proposed the lowest cost financing for this transaction.

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

Councilmember Nordfelt moved to approve Resolution 26-77.

Councilmember Wood seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

### **RESOLUTION 26-78: APPROVE AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY, VILLAGE AT RIVER'S EDGE, LLC, AND VILLAGE TOWNHOMES AT RIVER'S EDGE, LLC.**

Mayor Lang presented proposed Resolution 26-78 that would approve an amendment to a development agreement between the City, Village at River's Edge, LLC, and Village Townhomes at River's Edge, LLC.

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

## MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026

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This resolution authorizes a development agreement amendment between the City and Village at River's Edge, LLC and Village Townhomes at River's Edge, LLC to clarify which standards from the original development agreement apply to the apartments and which standards apply to the townhomes.

The City first entered into a development agreement on the subject property at 1251 West 3300 South in 2002. This agreement was replaced with a new one in 2023 that allowed the ground floor commercial space within several mixed use buildings to be converted to apartments and allowed for new townhomes to be constructed on the site. Standards for the apartments and townhomes were included in the new agreement.

The owner of the property is refinancing the apartment project with a HUD insured loan. HUD is requiring that the development agreement obligations for the apartments and for the townhomes be assigned to different entities. The amendment assigns the apartment obligations to Village at River's Edge, LLC and the townhome obligations to Village Townhomes at River's Edge, LLC. The standards in the agreement remain the same.

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

Councilmember Christensen moved to approve Resolution 26-78.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

### CONSENT AGENDA

**A. RESO 26-79: RATIFY THE CITY MANAGER'S APPOINTMENT OF STEVE LEHMAN TO THE WEST VALLEY CITY PLANNING COMMISSION AS AN ALTERNATE MEMBER FOR A TERM FROM JULY 14, 2026 TO JUNE 30, 2029**

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

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 Steve Lehman has been recommended for appointment to fill this vacancy as an alternate member of the Planning Commission. His term will run from July 14, 2026 to June 30, 2029.

Steve was born and raised in Granger Utah. He and his wife Pam built their home on 2200 West in 1997 on property that was farmed by his grandparents since the 1920's. Steve received his education from the University of Utah (though he bleeds blue). He has served as a city planner for 34 years, including 5 years with Sandy City and 29 years with West Valley City. Throughout his career, especially with West Valley City, he has had the opportunity to work with dedicated employees including Planning Commissioners and elected officials who want to guide the City with thoughtful growth in all areas of City Planning.

For Steve, being a City Planner has been a rewarding and positive experience, providing countless opportunities to contribute to projects that improve quality of life and leave a lasting impact on the communities he has been privileged to serve. In his spare time, Steve enjoys working in his yard with his wife, being with family, woodworking, and travel.

### **B. RESO 26-80: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND WARRANTY DEED WITH AND FROM MARISOL OLAYO FOR PROPERTY LOCATED AT 6921 WEST 3500 SOUTH**

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

Marisol Olayo has signed a Right-of-way Purchase Agreement, a Warranty Deed and a Temporary Construction Easement in favor of West Valley City for property located at 6921 West 3500 South (14-34-127-001).

The Marisol Olayo property located at 6921 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.

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The Warranty Deed and Temporary Construction Easement will allow for construction on and adjacent to the property owned by the property owner. Compensation for the Warranty Deed, Temporary Construction Easement and improvements in the amount of \$3,900.00 was based upon an appraisal prepared by the Fortis Group, LLC.

**C. RESO 26-81: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND WARRANTY DEED WITH AND FROM BARRY RICHINS FOR PROPERTY LOCATED AT 7015 WEST 3500 SOUTH**

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

Barry Richins has signed a Right-of-way Purchase Agreement, a Warranty Deed and a Temporary Construction Easement in favor of West Valley City for property located at 7015 West 3500 South (14-34-126-005).

The Barry Richins property located at 7015 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 Warranty Deed and Temporary Construction Easement will allow for construction on and adjacent to the property owned by the property owner. Compensation for the Warranty Deed, Temporary Construction Easement and improvements in the amount of \$15,600.00 was negotiated based upon an appraisal prepared by the Fortis Group, LLC.

**D. RESO 26-82: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM VICTOR M. ROBLES HERRERA FOR PROPERTY LOCATED AT 6949 WEST 3500 SOUTH**

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

Victor M. Robles Herrera has signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6949 West 3500 South (14-34-126-017).

The Victor M. Robles Herrera property located at 6949 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,

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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 \$900.00 was based upon land values of similar properties in the area.

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

Councilmember Wood moved to approve all items on the Consent Agenda.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

### **MOTION TO ADJOURN**

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL THE REGULAR MEETING ON TUESDAY JULY 14, 2026 WAS ADJOURNED AT 7:15 PM BY MAYOR LANG.

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, July 14, 2026.

**MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2026**

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Nichole Camac, MMC  
City Recorder

DRAFT



# Proclamation

## **A PROCLAMATION DECLARING AUGUST AS “NEIGHBORHOOD NIGHTS” MONTH AND AUGUST 4, 2026, AS “NATIONAL NIGHT OUT 2026” IN WEST VALLEY CITY.**

**WHEREAS**, West Valley City strives to reinforce the importance of Community Building as a means of Crime Prevention awareness in the City; and

**WHEREAS**, Crime Prevention and Community Building events have been planned throughout the month of August; and

**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 4, 2026 entitled “National Night Out”; and

**WHEREAS**, the “42nd Annual National Night Out” provides a unique opportunity for West Valley City to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program; and

**WHEREAS**, the Mayor and City Council of West Valley City, do hereby determine that it is essential that all citizens of West Valley City be aware of the importance of crime prevention programs and the impact that their participation in building a well-connected neighborhood community can have on reducing crime, drugs and violence in West Valley City; and

**NOW, THEREFORE**, the Mayor and City Council of West Valley City do hereby proclaim August as “Neighborhood Nights” month and August 4, 2026, as “National Night Out 2026” in West Valley City and encourage residents to participate in the various activities taking place throughout the City in the month of August.

Dated this 28<sup>th</sup> Day of July, 2026

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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



*Description:* Street Sweeper Purchase

*Fiscal Impact:* \$400,750

*Funding Source:* Storm Water Utility

*Account #:* 36-7531-40740-00000-0000

*Budget Opening Required:* No

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### **Issue:**

A resolution authorizing the purchase of a street sweeper

### **Summary:**

This resolution authorizes the purchase of a Tymco 600 Regenerative Air Sweeper from Intermountain Sweeper Company.

### **Background:**

The Public Works Department operates a fleet of four street sweepers, which enables sweeping each street 8 times per year. The Public Works Department plans to replace a sweeper every two years and has determined this replacement schedule is appropriate to maximize the value of the equipment.

The City has used Tymco sweepers for many years and is satisfied with the equipment performance and customer service from Intermountain Sweeper, the local dealer. The Fleet Division has been trained in the maintenance and repair of Tymco sweepers.

The sweeper being replaced is a 2019 Tymco 600. The purchase price of the new sweeper is \$400,750.

This sweeper is being procured on a Utah state purchasing contract (MA9472).

### **Recommendation:**

Approve the purchase of the street sweeper





# West Valley City Issue Paper

*City Council Review*

Submitted by: Dan Johnson  
Date: 6/30/2026



**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
STREET SWEEPER FROM INTERMOUNTAIN SWEEPER  
COMPANY.**

**WHEREAS**, the City requires a new street sweeper (the “Equipment”) for use by the Public Works Department; and

**WHEREAS**, Intermountain Sweeper Company provides Equipment compatible with existing City equipment and vehicles and holds the state contract to provide said Equipment; and

**WHEREAS**, the price quoted by Intermountain Sweeper is within City budget parameters; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. The City is authorized to purchase the Equipment for an amount not to exceed \$400,750.
2. The Mayor and City Manager are hereby authorized to execute any other documents necessary to effect the purchase, subject to the final approval 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

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.L. 1-800-748-5456

TO ▪ West Valley City  
Dan Ward  
2855 S 3600 W  
WVC Utah 84119  
801-509-2111

QUOTATION DATE

6/25/26

SALESPERSON

Andrew

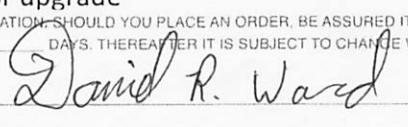
| TERMS                                                                                            | SHIPPED VIA | F.O.B.      | ESTIMATED SHIPPING DATE |        |
|--------------------------------------------------------------------------------------------------|-------------|-------------|-------------------------|--------|
| Net on Delivery                                                                                  | Bestway     | Destination | With Unit               |        |
| DESCRIPTION                                                                                      |             |             | OPTION PRICES           | AMOUNT |
| <b><u>Tymco 600 Upgrades from Standard UTAH STATE CONTRACT MA4972</u></b>                        |             |             |                         |        |
| BAH Broom Assist Head with main broom inside Head                                                |             |             | Included                |        |
| Lo noise Turbo charged engine Tier 4F                                                            |             |             | Included                |        |
| In cab hydraulic gutter broom tilt - each                                                        |             |             | Included                |        |
| Gutter Broom drop down for scrubbing in front of head L&R Sides                                  |             |             | N/A                     |        |
| ASA Auto Sweep Assist System w/Electric Leaf Pressure Bleeder                                    |             |             | Included                |        |
| Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control |             |             | Included                |        |
| Aux hand hose extension nozzle 42" Each                                                          |             |             | \$425.00                |        |
| Hi/Low pressure wash down system with Cat pump and wand                                          |             |             | \$1,700.00              |        |
| Air operated diaphragm pump with high volume wash down hose                                      |             |             | Included                |        |
| Hydraulic Curtain Lifter with in cab control                                                     |             |             | Included                |        |
| High output water system w/extra nozzles for extreme dust control                                |             |             | Included                |        |
| Reverse Pickup Head Chains                                                                       |             |             | Included                |        |
| Backup and head camera system with color monitor                                                 |             |             | Included                |        |
| Variable Speed Gutter Brooms with hydraulic control                                              |             |             | Included                |        |
| Battery Disconnect Switch                                                                        |             |             | Included                |        |
| Hopper load indicator with in cab warning                                                        |             |             | Included                |        |
| Double Capacity Centrifugal Dust Separator Upgrade                                               |             |             | Included                |        |
| Full length cab light bar- LED type with 12 modules                                              |             |             | Included                |        |
| Arrow stick with in-cab controller LED                                                           |             |             | Included                |        |
| Upgrade blower housing to Nitronic Stainless Steel                                               |             |             | Included                |        |
| Navistar MV-607 Chassis with 250HP Cummins Engine                                                |             |             | N/A                     |        |
| Stainless steel hopper, screen, HC Dust separator                                                |             |             | Included                |        |
| Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type                                    |             |             | Included                |        |
| COMDEX Pack with 330 gallons, tool box, work platform w/steps                                    |             |             | Included                |        |
| Head deluge with hydrant hookup                                                                  |             |             | Included                |        |
| Pickup Head Water Injection Clean Blast                                                          |             |             | Included                |        |
| Aluminum Wheels                                                                                  |             |             | Included                |        |
| Filter Package and Extra Manual Set                                                              |             |             | \$1,200.00              |        |
| Single Left Steering with CurbView Camera System                                                 |             |             | INCLUDED                |        |

Some options may affect standard equipment by change or upgrade

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED

BY  Intermountain Sweeper Co.

ACCEPTED BY  DATE 6/25/2026

PURCHASE ORDER #

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THANK YOU! WE APPRECIATE YOUR BUSINESS.

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.L. 1-800-748-5456

TO ▪ West Valley City  
Dan Ward  
2855 S 3600 W  
WVC Utah 84119  
801-509-2111

QUOTATION DATE

6/25/26

SALESPERSON

Andrew

| TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SHIPPED VIA | F.O.B.      | ESTIMATED SHIPPING DATE |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------------------|--------------|
| Net on Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Bestway     | Destination | Stock-290 Days ARO      |              |
| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |             | OPTION PRICES           | AMOUNT       |
| <b>Tymco 600 BAH Regenerative Air Sweeper</b><br><b>Mounted on Freightliner M2-106 Chassis Comdex Package.</b><br><b>STATE OF UTAH COOPERATIVE CONTRACT MA4972</b><br><b><u>BUILT IN VALUE INCLUDES</u></b><br>John Deere turbo diesel aux. engine-99 HP Tier 4F<br>HD air cleaner with turbo pre cleaner/filter minder<br>Auto shutdown for lo oil and high temperature and low coolant<br>Broom Assist Head-BAH with head deluge cleanout<br>Dust control system w/330 gallon tank w/in cab level electronic gauge<br>High output water system and dual hopper waters<br>Air purge on water system w/On Screen Control<br>Air Operated Diaphragm Pump w/ High Volume Wash Down Hose<br>Hopper deluge clean out system with four nozzles<br>Rubber lined blower with Lo Noise ratio<br>Abrasion protection package with bolt in rubber liners<br>Hopper suction throat liner SS with inlet wear flange<br>Double capacity Centrifugal Dust Separator<br>Auxiliary 8" suction hose with hydraulic assist boom<br>Dual gutter brooms with floodlights, parabolic mirrors<br>In cab hydraulic gutter broom tilt -left and right<br>Duo skids with 2 Year warranty<br>Dual steering with dual air suspension seats<br>Deluxe back lit control console & Severe weather wiring package<br>Oversize storage box and tool carrier, work platform w/steps<br>Dual hopper inspection doors, In cab dump switch<br>Amber strobe w/limb guard and flashers on rear<br>Back up alarm and rear floodlights, air horn<br>250 HP Turbo Cummins Diesel Engine High Altitude Engine Upgrade<br>Allison 2500RDS Transmission<br>33,000 GVW Chassis Brake Air Dryer<br>In cab air conditioner with AM/FM stereo, elec. heated mirrors<br>Leaf pressure bleeder<br>Operator Training DVD and Parts Thumb Drive |             |             |                         | \$400,750.00 |

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE

QUOTED BY

BY

Intermountain Sweeper Co.

ACCEPTED BY

DATE

PURCHASE ORDER #

Page 5 of 5

THANK YOU! WE APPRECIATE YOUR BUSINESS.



*Description: Interlocal Cooperation Agreement: Opioid Settlement Grant*

*Fiscal Impact: \$110,000 annually, 3 years (\$330,000 total)*

*Funding Source: Salt Lake County Human Services Division*

*Account #: 10-8120-40750-00000-0000*

**Budget Opening Required** ☒

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**Issue:**

Interlocal cooperation agreement with Salt Lake County Human Services Division to receive Opioid Settlement Funds to be used by the Healthy West Valley Committee.

**Summary:**

Further implementation and training in the "Communities that Care" program for long-term evidence-based community engagement. The funds will allow for additional staffing and outreach initiatives.

**Background:**

West Valley City's Healthy West Valley Committee provides science-based prevention services to identify and reduce risk factors for adolescent substance abuse and other unhealthy behaviors. These services include building collaborative cross-system coordination to prevent opioid misuse; providing substance use prevention media campaigns; offering drug disposal education and opportunities; supporting evidence-based substance use programming; and implementing other research-based prevention strategies.

**Recommendation:**

Approval





# West Valley City Issue Paper

*City Council Review*

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



**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH SALT  
LAKE COUNTY FOR FUNDING FOR SUBSTANCE ABUSE  
PREVENTION.**

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

**WHEREAS**, West Valley City desires to participate in the Communities that Care program to prevent substance abuse in the City; and

**WHEREAS**, Salt Lake County (hereinafter, the “County”) is willing to provide funding for said project, subject to the execution of an appropriate interlocal agreement; and

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

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

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

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**SALT LAKE COUNTY**

**For its Salt Lake County Health Department**

**and**

**WEST VALLEY CITY**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between SALT LAKE COUNTY (“County”), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department (“SLCoHD”), and WEST VALLEY CITY (“WVC”), a government organization of the state of Utah with its principal place of business address at 3600 Constitution Boulevard, West Valley City, Utah 84119. The County and WVC may each be referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

- A. WHEREAS, Salt Lake County through its Human Services division (“Human Services”) received funding as part of an Opioid Settlement; and
- B. WHEREAS, Human Services developed and presented an Opioid Settlement Funding plan (the “OSF Plan”) to the Salt Lake County Council; and
- C. WHEREAS, the Salt Lake County Council approved Human Services’ proposed OSF Plan; and
- D. WHEREAS, one component of the OSF Plan is to provide funding to strengthen and expand community coalitions; and
- E. WHEREAS, WVC’s Healthy West Valley Coalition has been identified as an eligible, qualified, and appropriate community coalition to receive funding under the OSF Plan; and
- F. WHEREAS, County is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and
- G. WHEREAS, WVC is a body corporate and politic of the State of Utah; and
- H. WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101, et seq., to enter into agreements with each other which will

enable them to make the most efficient use of their powers; and

- I. WHEREAS, this Agreement is entered without a competitive procurement pursuant to Salt Lake County Code of Ordinances Section 3.20.030(A)(4); and
- J. WHEREAS, the Parties desire to enter into an agreement whereby County will provide OSF Plan funding to WVC for its Healthy West Valley Coalition to engage in evidence-based strategies to reduce early initiation of substances, decrease risky behaviors, and increase positive childhood events.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Background:**

1.1 WVC's Healthy West Valley Coalition provides science-based prevention services to identify and reduce risk factors for adolescent substance abuse and other unhealthy behaviors. These services include building collaborative cross-system coordination to prevent opioid misuse; providing substance use prevention media campaigns; offering drug disposal education and opportunities; supporting evidence-based substance use programming; and implementing other research-based prevention strategies.

1.2 The WVC coalition aligns with the One Utah Opioid Settlement MOU ("the MOU") through activities listed in the MOU's Schedule B, Approved Uses, Part 2: Prevention, Section G, specifically "Funding community anti-drug coalitions that engage in drug prevention efforts," and other approved uses.

2. **SLCoHD's Responsibilities:**

2.1 Provide technical assistance to WVC for the Communities that Care ("CTC") program and subsequent activities.

2.2 Provide CTC and coalition-related training and/or connect WVC with relevant trainings.

2.3 Receive monthly reports and invoices from WVC and pay out approved invoices in a timely manner.

2.4 Ensure contract compliance per Section 3 below.

2.5 Maintain timely and open communication with WVC to ensure contract progress and provide support to resolve any barrier or issues.

3. **WVC Responsibilities:**

- 3.1 Hire and maintain at least a three-quarter-time (.75) FTE CTC coordinator to be dedicated solely to the Healthy West Valley Coalition.
- 3.2 Submit a project budget within 30 days of contract execution.
  - 3.2.1 The budget must be approved by SLCoHD.
- 3.3 The CTC coordinator will work closely with SLCoHD to receive technical assistance by attending semi-monthly CTC coaching, bimonthly SLCoHD Coalition Leadership meetings, and any other additional technical assistance sessions identified by the County.
- 3.4 Ensure CTC is implemented with fidelity. The coalition must utilize CTC Milestones and Benchmarks to provide evidence of coalition progress.
- 3.5 The CTC coordinator must be certified in the Utah Substance Abuse Prevention Specialist Training (USAPST) and CTC coordinator training within six months of the coordinator's start date and provide copies of the certificates of completion to SLCoHD.
  - 3.5.1 WVC is financially responsible for USAPST and CTC coordinator training and must purchase the 3-year CTC license for \$2,600. These costs can be covered by these grant funds if included in the contractor budget.
- 3.6 Maintain timely and open communication with SLCoHD to ensure contract progress and resolve any barrier or issues.
- 3.7 **Reporting Requirements:**
  - 3.7.1 WVC will be required to report the previous month's grant updates, activities, and outcome data to SLCoHD through an approved reporting system, submitted no later than the 15<sup>th</sup> of each month. Reporting will be based on the CTC framework. Additional reporting of processes, outcomes, and/or financial data may be required.
  - 3.7.2 WVC will maintain and submit additional supporting documentation upon request, including: meeting materials such as agendas and sign-in sheets, outreach materials, etc.

4. **Contract Monitoring:**

- 4.1 WVC will be monitored for compliance to this Agreement. Non-compliance within two or more months within a quarter will result in a 90-day monitoring period, which may include additional

training and technical assistance. Failure to show compliance during the 90-day monitoring period could result in withholding payments until performance has improved.

4.2 Continuous Improvement: Changes to original budget may be made to improve results within the following parameters:

4.2.1 WVC has genuinely tried to meet the goals of the original proposed activity, or the environment has changed so that the original proposal is no longer possible.

4.2.2 Requested changes have been identified through a continuous improvement process or thoughtful conversation.

4.2.3 Changes are discussed with and approved by SLCoHD.

4.2.3.1 WVC must outline changes in a written document and submit to SLCoHD for review and approval (email accepted).

4.2.4 Services performed and expenses invoiced outside of WVC's originally approved budget that have not been approved by County may be denied payment and/or result in termination of this Agreement.

4.3 Contractor and Coalition will participate in site visits or program observations as requested by the County.

5. **Logo Requirements:**

5.1 WVC agrees to give credit to SLCoHD in all SLCoHD-supported event or program promotional or informational communication materials, websites, public presentations, etc. Displaying the SLCoHD logo is preferable, but text reference is also acceptable.

5.1.1 County reserves the right to require SLCoHD approval prior to program promotional or informational communication materials, websites, public presentations, etc. being finalized by WVC.

6. **Consideration & Payment:**

6.1 In consideration for services rendered under this Agreement, County awards WVC up to \$300,000.00 ("base funding") through June 30, 2029, as detailed in Section 6.5 below to perform activities outlined in Scope of Work.

6.2 Reimbursement shall be dependent upon County appropriations as described in Section 7.11 of this Agreement and WVC's continued contract compliance.

6.3 An additional \$10,000.00 annually in state CTC funds may be considered should WVC provide a 1:1 match through dollars and in-kind contributions. WVC must provide a letter of explanation to County detailing match funds and documentation of match funds to be eligible to receive the additional \$10,000 in state CTC funds.

6.4 The County shall pay WVC the base funding in equal installments upon WVC's submission of a complete and valid invoice by the 10<sup>th</sup> of each month and required reporting by the 15<sup>th</sup> of each month, provided contract requirements are being met.

6.4.1 Invoices shall be submitted to [HealthInvoices@saltlakecounty.gov](mailto:HealthInvoices@saltlakecounty.gov).

6.4.2 Invoices should include documentation of monthly expenditures that align with expense categories on WVC's submitted and approved budget.

6.5 Payment shall be rendered as follows, and in accordance with Section 6.2 of this Contract:

6.5.1 Year 1:

6.5.1.1 July 1 - December 31, 2026: \$50,000

6.5.1.2 January 1 - June 30, 2027: \$50,000

6.5.1.3 January 1 - June 30, 2027: if option is activated by WVC and upon receipt of match documentation: \$10,000

6.5.2 Year 2:

6.5.2.1 July 1 - December 31, 2027: \$50,000

6.5.2.2 January 1 - June 30, 2028: \$50,000

6.5.2.3 January 1 - June 30, 2028: if option is activated by WVC and upon receipt of match documentation: \$10,000

6.5.3 Year 3:

6.5.3.1 July 1 - December 31, 2028: \$50,000

6.5.3.2 January 1 - June 30, 2029: \$50,000

6.5.3.3 January 1 - June 30, 2029: if option is activated by WVC and upon receipt of

match documentation: \$10,000

6.6 Funds from each funding period are **not** guaranteed to carry over to the following funding period.

6.7 The County, in the County's sole discretion and based on funding availability, may transfer additional funds to WVC by formal amendment to this Agreement.

7. **General Provisions:**

7.1 **Term.** July 1, 2026 - June 30, 2027, with options to extend for additional 1-year terms, not to exceed June 30, 2029.

7.2 **Termination.** This Agreement may be terminated by either Party without cause upon thirty (30) days advance written notice to the other Party.

7.3 **Amendment.** This Agreement may be modified, but only by an instrument in writing signed by the Parties hereto.

7.4 **Representatives.** The Parties designate the following representatives to administer this Agreement and for the purpose of written notice:

COUNTY:

Alysa Stuart

[Astuart@saltlakecounty.gov](mailto:Astuart@saltlakecounty.gov)

Substance Use Prevention Program Manager

Community Health Division

7971 South 1825 West

West Jordan, Utah 84088

385-468-5321

With a copy to:

Emily Colvin, Division Contracts Admin

[ecolvin@saltlakecounty.gov](mailto:ecolvin@saltlakecounty.gov)

385-468-4123

WEST VALLEY CITY:

Stephany Murguia

[stephany.murguia@wvc-ut.gov](mailto:stephany.murguia@wvc-ut.gov)

Community Engagement Specialist

Healthy West Valley Coalition

1355 West 3100 South

West Valley City, Utah 84119

801-963-3476

With a copy to:

Craig Thomas, Director

[craig.thomas@wvc-ut.gov](mailto:craig.thomas@wvc-ut.gov)

801-963-3285

7.5 **Notices.** Any notice required hereunder shall be deemed sufficient, if given in writing to the Parties' designated representatives identified in paragraph 7.4 herein.

7.6 **Compliance with Applicable Laws.** Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. WVC certifies it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Agreement. WVC is responsible, at its expense, to acquire, maintain,

and renew during the Term all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. WVC is subject to and shall fully comply with the Government Data Privacy Act, Utah Code §§ 63A-19-101 et seq., at WVC's sole cost.

**7.7 Interlocal Cooperation Act.** The Parties agree that this Agreement will be entered into processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Interlocal Cooperation Act. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs. No separate legal entity is created by the terms of this Agreement, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

**7.8 Liability and Insurance.** All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904, as amended (the "Act"). Notwithstanding any provision to the contrary herein, there are no indemnity obligations among these Parties. Subject to and consistent with the terms of the Act, each Party shall be liable only for its own negligent acts or omissions or those of its employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any act or omission of the other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Act and other applicable law. The Parties shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law. Nothing in this Agreement shall require any Party to carry different or additional insurance, and any obligations of either Party contained in this agreement to name an individual or entity as additional insured shall be limited to naming such individual or entity as additional insured with respect to such Party's negligent acts or omissions. It is not the intent of any Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in this Agreement shall be so interpreted or construed.

**7.9 Governmental Immunity and Indemnification.** The Parties are governmental entities as defined by the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act and all other applicable law nor does any party waive any limits of liability currently provided by the Act. Both Parties maintain all privileges and immunities, and other rights granted by the Act and all other

applicable law.

7.10 **Government Records Access Management Act.** WVC acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. WVC agrees to timely refer all requests for documents, materials, and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

7.11 **Non-Funding.** Pursuant to Utah state law, County appropriations lapse at the end of each fiscal year. County appropriations may be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall be terminated, effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action or damages or other relief shall accrue to the benefit of WVC, its successors, or its assigns, as to this Agreement or any portion thereof.

7.12 **Assignment and Transfer of Funds.** WVC will not assign or transfer obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. WVC shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in this Agreement.

7.13 **Relationship of the Parties.** Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.

7.14 **Entire Agreement.** This Agreement contains the entire agreement between the Parties and no statements, promises, or inducements not contained in this Agreement shall be binding or valid.

7.15 **Anti-Waiver Provision.** This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the Parties. Recipient understands that only the Salt Lake

County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

7.16 **Attorney Representation.** WVC represents, acknowledges, and expressly agrees that WVC has either (i) consulted with an attorney regarding the terms of this Agreement and whether to enter into it and (ii) made an informed conscious decision to proceed without an attorney. WVC affirmatively represents to County that WVC understands all terms of the Agreement and that WVC signs the Agreement as WVC's own free act.

7.17 The recitals are hereby incorporated into the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

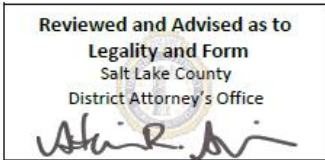
**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Dorothy Adams  
Executive Director

Division Director Initials: JS\_\_



**WEST VALLEY CITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



*Description:*

*Fiscal Impact:*

*Funding Source:*

*Account #:*

**Budget Opening Required:** ☐

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**Issue:**

**Summary:**

**Background:**

**Recommendation:**

Department:

Submitted By:

Date Submitted:



Diversity - Community - Prosperity - Attractiveness - Reputation

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A  
PROPOSAL BY KEDDINGTON & CHRISTENSEN,  
CERTIFIED PUBLIC ACCOUNTANTS, LLC TO PROVIDE  
AUDITING SERVICES TO WEST VALLEY CITY FOR THE  
FISCAL YEAR ENDING JUNE 30, 2026.**

**WHEREAS**, West Valley City (herein “the City”) has the need for independent auditing of the City’s financial statements; and

**WHEREAS**, the City wishes to retain Keddington & Christensen, Certified Public Accountants, LLC (herein “the Auditor”) for this purpose and has determined that the Auditor has the knowledge, expertise, and desire to provide said professional accounting services to the City; and

**WHEREAS**, an engagement letter has been prepared for execution by and between the City and the Auditor, a copy of which is attached hereto, that sets forth the rights, duties and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the Auditor’s proposal for professional accounting services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the proposal of Keddington & Christensen, Certified Public Accountants, LLC, is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute any necessary documents to finalize the acceptance of said proposal for and on behalf of West Valley City, subject to approval of the final form of said documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

June 1, 2026

West Valley City  
3600 Constitution Blvd.  
West Valley City, Utah 84119-3720



Gary K. Keddington, CPA  
Marcus K. Arbuckle, CPA  
Steven M. Rowley, CPA

We are pleased to confirm our understanding of the services we are to provide for West Valley City (the City) for the fiscal year ended June 30, 2026.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Information about Infrastructure Assets Reported Using the Modified Approach
3. Schedule of the Proportionate Share of the Net Pension Liability – Utah Retirement Systems
4. Schedule of Contributions – Utah Retirement Systems
5. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
6. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Redevelopment Agency Special Revenue Fund
7. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Community Services Special Revenue Fund
8. Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal awards.
2. Combining Balance Sheet – Nonmajor Governmental Funds
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
4. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – Nonmajor Governmental Funds
5. Combining Statement of Net Position – Nonmajor Enterprise Funds
6. Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Nonmajor Enterprise Funds
7. Combining Statement of Cash Flows – Nonmajor Enterprise Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Transmittal letter
2. Statistical information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition (assumed always) – this is the risk that revenue may not be recognized in accordance with GAAP.
- Management override of controls (assumed always) – this is the risk that management may override internal controls through pressure on subordinates or other methods.

As of the date of this letter, we have not completed our planning of the City's audit, therefore we will communicate any modifications to the significant risks of material misstatement identified above or if new significant risks of material misstatement are identified during our planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the

event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our audit will also include procedures that are required by the *State Compliance Audit Guide* concerning compliance with State fiscal laws identified by the State Auditor. We use the audit programs of the *State Compliance Audit Guide* to perform our audit procedures. We will issue the necessary reports as required by the *State Compliance Audit Guide* on the City's internal controls over compliance and will issue an opinion on the City's compliance with the state compliance requirements tested.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your

knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of any prior year audit findings should be available for our review on or about August 1, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KCHM, LLC dba K&C, Certified Public Accountants (K&C) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain governmental agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of K&C personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal

awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Steven Rowley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately June 15, 2026 with planning and mid-year audit procedures.

Our fee for these services will be \$88,500. The above fee is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit and the City's records will be ready to be audited on or around September 1, 2026. The above fee is also based on the current finance director, chief accountant, and other key accounting personnel being available to assist in the audit process. If the finance director, chief accountant, and/or other key accounting personnel are not available to assist with the audit process, and we anticipate that this circumstance will result in significant additional time, we will stop our audit procedures and will discuss it with the City and arrive at a new fee estimate before we incur the additional costs. Additional services for which we may be asked to perform will be billed at our standard rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If during the course of our engagement we encounter circumstances which we believe may create a conflict of interest or conflict with the ethical standards of our profession, we will inform the City of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by the professional standards of our profession, we may withdraw from the engagement with a written notice. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

As members of the AICPA and as required by the *Governmental Auditing Standards*, K&C affirms that we are in compliance with the external quality control Peer Review requirements as required by the related professional standards, rules and policies. Our most recent peer review report can be found on our website [www.kccpaoffice.com](http://www.kccpaoffice.com).

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an

audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The State Compliance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Those three reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to West Valley City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*K&C, CPAs*

K&C, Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of West Valley City.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



*Description:* Franchise Agreement with Forged Fiber 37, LLC

*Fiscal Impact:* n/a

*Funding Source:* n/a

*Account #:* n/a

*Budget Opening Required:* No

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**Issue:**

Franchise Agreement with Forged Fiber 37, LLC (“Forged Fiber”).

**Summary:**

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

**Background:**

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

**Recommendation:**

Approve the resolution.

Department: Legal/Public Works  
Submitted by: Staff  
Date: June 29, 2026



**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION APPROVING A FRANCHISE  
AGREEMENT BETWEEN FORGED FIBER 37, LLC  
AND WEST VALLEY CITY FOR A  
TELECOMMUNICATIONS NETWORK IN THE CITY.**

**WHEREAS**, Forged Fiber 37, LLC (“Forged Fiber”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

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

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

**WHEREAS**, an agreement has been prepared for execution by and between the City and Forged Fiber. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Forged Fiber.

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

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

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and Forged Fiber 37, LLC (hereinafter "Provider"), a limited liability company organized under the laws of the State of Delaware located at 208 S. Akard Street, Dallas, TX 75202, (hereinafter "Party" individually and "Parties" collectively).

### **W I T N E S S E T H :**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2. FRANCHISE FEE**

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

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

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

### **ARTICLE 3. TERM AND RENEWAL**

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

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

### **ARTICLE 4. PUBLIC USE RIGHTS**

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

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

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

## **ARTICLE 5. POLICE POWERS**

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

## **ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY**

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

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

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

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

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

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

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

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

## ARTICLE 8. PARTIES DESIGNEES

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

8.2 **Provider Designee and Address.** The Provider's Director of Transformation or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider at 1200 17th Street, 10th Floor, Denver, Colorado 80202, with copies to [William.soards@forgedfiber37.com](mailto:William.soards@forgedfiber37.com) and [FF\\_Right\\_Of\\_Way@att.com](mailto:FF_Right_Of_Way@att.com), and such other office as the Provider may designate by written notice to the City.

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

## ARTICLE 9. INSURANCE AND INDEMNIFICATION

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

9.2 **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the

extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

## **ARTICLE 10. GENERAL PROVISIONS.**

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

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

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

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

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

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





*Description: Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement*

*Fiscal Impact: \$2,000.00*

*Funding Source: State Safe Sidewalk Funds*

*Account #: 45-9610-40750-75288-0200*

***Budget Opening Required: No***

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## **Issue:**

Authorization of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

## **Summary:**

Ignacio Avila-Rodriguez and Anabel Vargas have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 6891 West 3500 South (14-34-127-008).

## **Background:**

The Ignacio Avila-Rodriguez and Anabel Vargas property located at 6891 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 \$2,000.00 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: 06/17/2026



**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  
IGNACIO AVILA-RODRIGUEZ AND ANABEL VARGAS FOR  
PROPERTY LOCATED AT 6891 WEST 3500 SOUTH.**

**WHEREAS**, Ignacio Avila-Rodriguez and Anabel Vargas (herein and collectively “Owner”) have entered into an Easement Purchase Agreement for property located at 6891 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\_\_\_\_, Ignacio Avila-Rodriguez and Anabel Vargas (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 \$2,000.00 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.

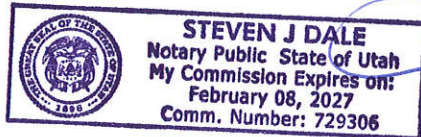
*(signatures follow)*

GRANTOR  
IGNACIO AVILA-RODRIGUEZ

[Signature]

State of UTAH )  
 ) :SS  
County of SALT LAKE )

On this 17<sup>TH</sup> day of JUNE, 2026, personally appeared before me Ignacio Avila-Rodriguez, 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.



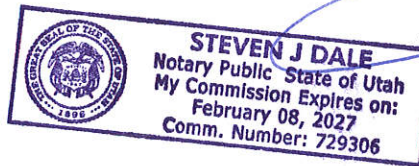
[Signature]  
Notary Public

GRANTOR  
ANABEL VARGAS

[Signature]

State of UTAH )  
 ) :SS  
County of SALT LAKE )

On this 17<sup>TH</sup> day of JUNE, 2026, personally appeared before me Anabel Vargas, 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.



[Signature]  
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: **14-34-127-008**

**TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged **Ignacio Avila-Rodriguez and Anabel Vargas**, GRANTORS, 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 **6891 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 the northwest corner of Lot 21 of Bello Park Subdivision, according to the official plat thereof as recorded in Book Q at Page 14 in the office of the Salt Lake County Recorder; thence North 89°57'50" East 106.02 feet along the northerly line of said lot; thence along a curve to the right having a radius of 24.97 feet, with a central angle of 58°01'48", for an arc distance of 25.29 feet; thence South 74°09'18" West 5.02 feet; thence along a non-tangent curve to the left, having a radius of 19.97 feet, with a central angle of 54°24'41". Chord bears North 63°38'35" West 18.26 feet, for an arc distance of 18.96 feet; thence South 89°57'50" West 45.60 feet; thence South 4.00 feet; thence South 89°57'50" West 60.42 feet to the westerly line of said lot; thence North 9.00 feet along said westerly line to the Point of Beginning. Encompassing 880 square feet.

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.



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: **14-34-127-008**

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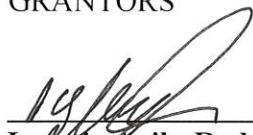
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This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive 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 17<sup>th</sup> day of JUNE, 2026.

GRANTORS

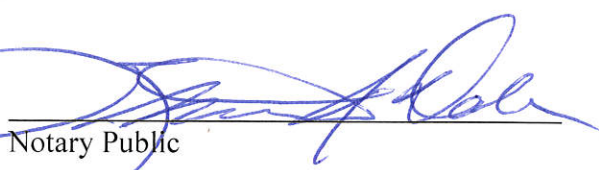
  
\_\_\_\_\_  
Ignacio Avila-Rodriguez

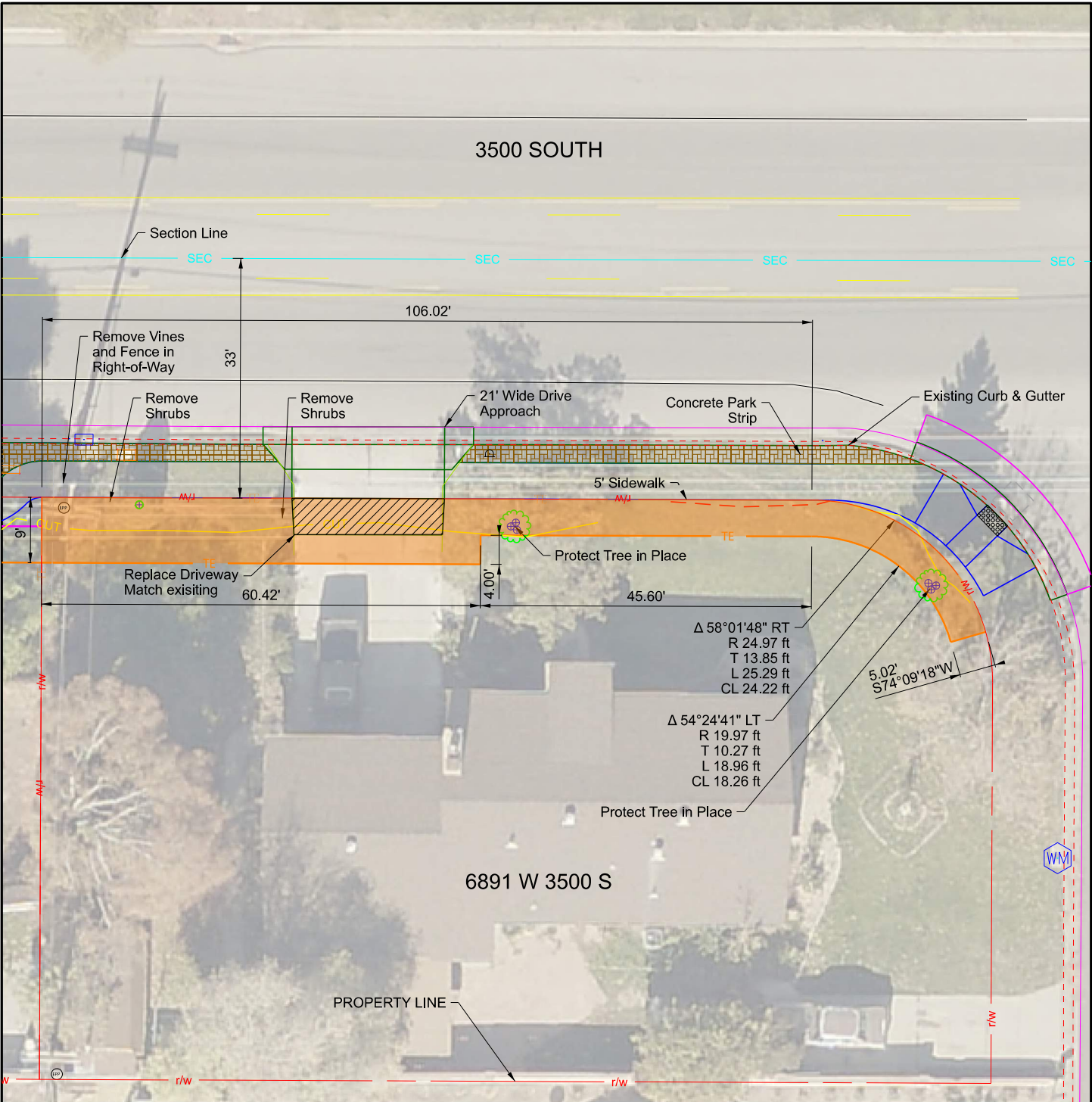
  
\_\_\_\_\_  
Anabel Vargas

State of UTAH )  
County of SALT LAKE ) :SS

On this 17<sup>th</sup> day of JUNE, 2026, personally appeared before me **Ignacio Avila-Rodriguez and Anabel Vargas**, 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



**LEGEND**

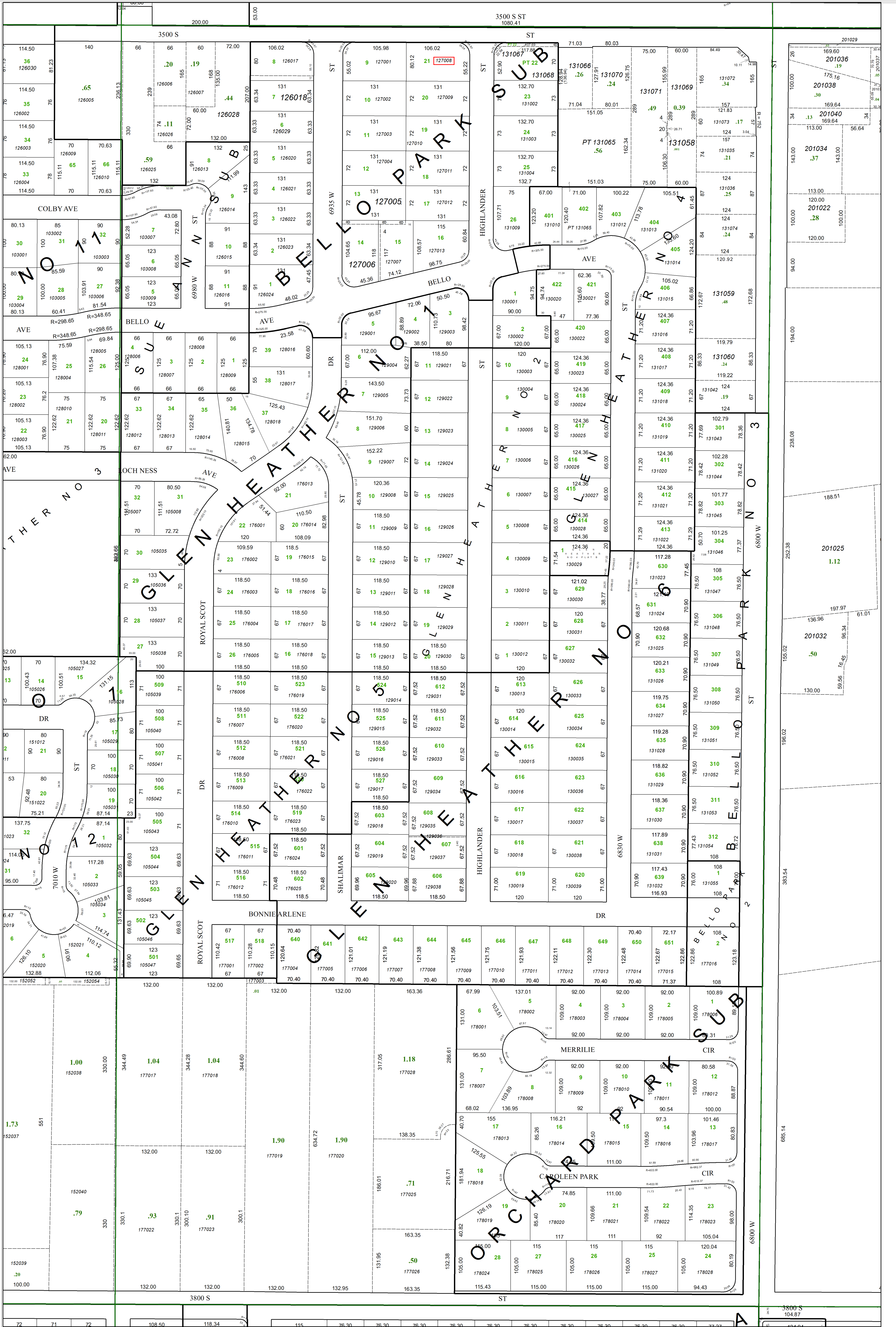
- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- r/w- EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- TE --- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W --- RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA



**NOTE:**

1. CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

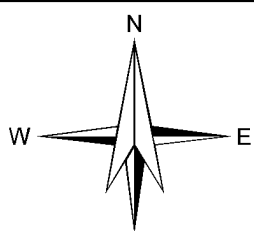
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RW-09 | 3500 SOUTH SAFE SIDEWALK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  <b>WEST VALLEY CITY PUBLIC WORKS DEPARTMENT</b><br>ENGINEERING DIVISION<br>3600 CONSTITUTION BOULEVARD<br>WEST VALLEY CITY, UTAH 84119-3720 | DESIGN <u>    </u> <u>    </u> |  |  |  |  |  |
|                 | 7000 WEST - UDOT PIN 22984                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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|                 | PROJECT NUMBER <b>WVC ENG CCR - 473</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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|                 | DESIGN <u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.  
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.



Prepared and published by  
Salt Lake County Recorder  
Rashelle Hobbs  
2001 S. State Street #N1-600  
Salt Lake City, Utah 84190  
385-468-8145  
recorder.slco.org



E 1/2 NW 1/4 Sec 34 T1S R2W  
SALT LAKE COUNTY, UTAH

1/30/2025

Scale 1"=100'  
0 100' 200'  
Feet

14-34-12

|     | 反男 | 反男 | 反男 | 反男 | 反男 | 反女 | 反女 |  | 6  | 5  | 4  | 3  | 2  | 1  |  |    |    |    |    |
|-----|----|----|----|----|----|----|----|--|----|----|----|----|----|----|--|----|----|----|----|
| T1N | 6  | 7  | 8  | 9  | 10 | 11 |    |  | 7  | 8  | 9  | 10 | 11 | 12 |  | 11 | 12 | 21 | 22 |
| T1R | 13 | 14 | 15 | 16 | 17 | 18 |    |  | 18 | 17 | 16 | 15 | 14 | 13 |  |    |    |    |    |
| T2S | 19 | 20 | 21 | 22 | 23 | 24 |    |  | 19 | 20 | 21 | 22 | 23 | 24 |  |    |    |    |    |
| T2R | 25 | 26 | 27 | 28 | 29 | 30 |    |  | 30 | 29 | 28 | 27 | 26 | 25 |  | 31 | 32 | 41 | 42 |
| T3S | 31 | 32 | 33 | 34 |    |    |    |  | 31 | 32 | 33 | 34 | 35 | 36 |  |    |    |    |    |
| T3R |    |    |    |    |    |    |    |  |    |    |    |    |    |    |  |    |    |    |    |

Section 34

|    |    |    |    |
|----|----|----|----|
| 11 | 12 | 21 | 22 |
| 31 | 32 | 41 | 42 |

Page

## SURVEYOR'S CERTIFICATE

I, REED P. HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as "BELLO PARK SUBDIVISION" and that same has been correctly surveyed and staked on the ground as shown on this plat.

| COURSE    | DIST.  | BOUNDARY DESCRIPTION                                                                                                                                                                                                    |
|-----------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |        | REMARKS                                                                                                                                                                                                                 |
|           |        | Beginning at a point which is N.89°57'50"E 1593.27 feet along the Section line and South 33.0 feet from the Northwest Corner of Section 34, T.15, R.2W, S.L.B. & M. and running thence N.89°57'50"E 635.70 feet; thence |
| South     | 297.0  | feet; thence                                                                                                                                                                                                            |
| West      | 57.7   | feet; thence                                                                                                                                                                                                            |
| South     | 123.20 | feet; to a point on a 325.0 foot radius curve, radius point bears S.7°31'30"E, thence westerly along the arc of said curve 35.22 feet; thence                                                                           |
| S.13°44'E | 50.0   | feet; thence                                                                                                                                                                                                            |
| S.76°16'W | 34.18  | feet; thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet; thence                                                                                                                                 |
| South     | 24.45  | feet; thence                                                                                                                                                                                                            |
| West      | 50.0   | feet; thence Northwesterly along the arc of a 25.0 foot radius curve 45.28 feet; thence                                                                                                                                 |
| S.76°16'W | 218.23 | feet; thence Southwesterly along the arc of a 25.0 foot radius curve 33.28 feet; thence                                                                                                                                 |
| South     | 26.89  | feet; thence                                                                                                                                                                                                            |
| West      | 60.0   | feet; thence Northwesterly along the arc of a 25.0 foot radius curve 45.28 feet; thence                                                                                                                                 |
| S.76°16'W | 23.58  | feet; thence along the arc of a 325.0 foot radius curve to the right 77.90 feet; thence                                                                                                                                 |
| North     | 601.0  | feet to the point of beginning.                                                                                                                                                                                         |

Nov 28, 1955  
DATE

Reed P. Hoover  
SURVEYOR

## OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

"BELLO PARK SUBDIVISION"

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 10 day of November A.D., 1955

## HYMAS IMPROVEMENT INCORPORATED

Merrill D. Hyman  
PRESIDENT

Rulon Hyman  
SECRETARY

John A. Kotsch

Arthur S. Hyman

Debra J. Hyman

Bellevue M. Hyman

## ACKNOWLEDGMENT

STATE OF UTAH }  
County of Salt Lake } S.S.

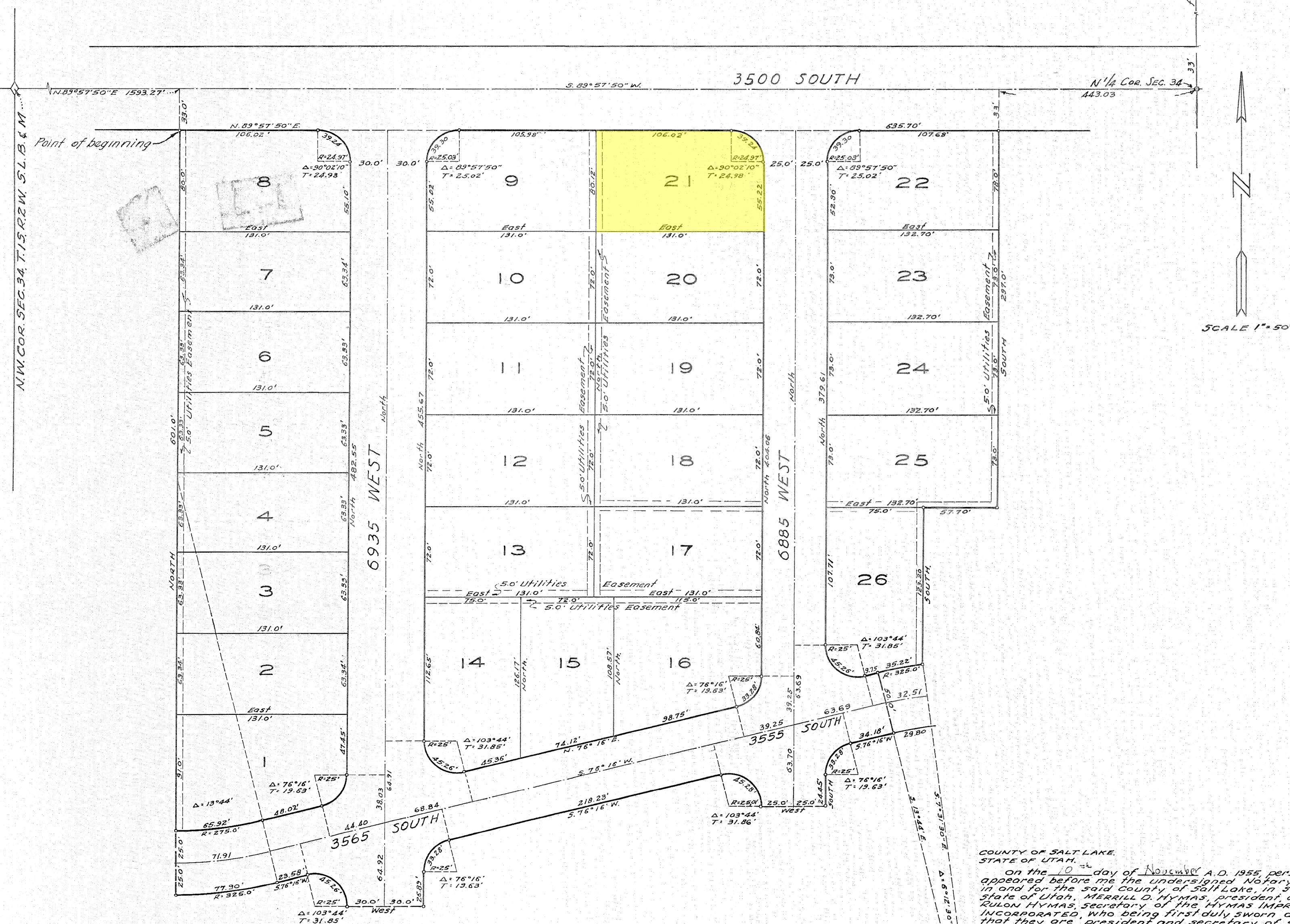
On the 10 day of November, 1955, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Aug 13, 1957

John Papadimitrakopoulos  
NOTARY PUBLIC  
Residing in Salt Lake County

## BELLO PARK SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN



COUNTY OF SALT LAKE  
STATE OF UTAH.

On the 10 day of November A.D. 1955, personally appeared before me the undersigned Notary Public, in and for the said County of Salt Lake, in said State of Utah, MERRILL D. HYMAN, President and RULON HYMAN, Secretary of the HYMAS IMPROVEMENT, INCORPORATED, who being first duly sworn did say that they are president and secretary of said corporation, and the accompanying instrument was signed on behalf of said corporation by authority of its Board of Directors and MERRILL D. HYMAN and RULON HYMAN acknowledged to me that said corporation executed the same.

John Papadimitrakopoulos  
NOTARY PUBLIC  
Residing in Salt Lake County

My Commission Expires Aug 13, 1957

## COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 22 DAY OF November A.D. 1955, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

G. P. Mackay  
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE, AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

Jan 9, 1955  
DATE

John E. Mackay  
SALT LAKE COUNTY SURVEYOR

## APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9 DAY OF November A.D. 1955

William T. Thurman  
SALT LAKE COUNTY ATTORNEY

## COUNTY COMMISSION APPROVAL &amp; ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9 DAY OF November A.D. 1955, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

John Papadimitrakopoulos  
SALT LAKE COUNTY CLERK CHAIRMAN, BD. OF SALT LAKE CO. COMM.

## RECORDED # 1464524

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF

JOHN A. ROKICH

DATE JAN 10 1956 TIME 11:24 A.M. BOOK "Q" PAGE 14

20.00  
FEE \$

Harold Daggar Chase  
SALT LAKE COUNTY RECORDER