



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 8, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Wood
4. Approval of Minutes:

A. August 25, 2026

5. Public Comment Period:

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

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

6. Public Hearings:

- A. Accept Public Input Regarding Application SMI-4-2026, Filed by Granger Hunter Improvement District, Requesting A Vacation of a Portion of 2320 South Right-of-Way East of 1070 West

Action: Consider Ordinance 26-36, Approve the Vacation of a Portion of 2320 South in Conjunction with the Watts Well No. 18 Subdivision

- B. 26-102: Authorize Parking Restrictions on Certain Public Streets

7. Resolutions:

- A. 26-96: Award a Contract to Stauffers Road Solutions, LLC to Provide Certain Towing and Additional Related Services
- B. 26-101: Authorize the City to Enter into a Development Agreement with Moore Homes, LC for Approximately 6.72 Acres of Property Located at Approximately 7147 West Parkway Boulevard

8. Consent Agenda:

- A. Reso 26-92: Approve an Amendment to the School Resource Officer Interlocal Cooperation Agreement
- B. Reso 26-97: Authorize the City to Enter into a Memorandum of Understanding with the Utah Attorney General

- C. Reso 26-98: Authorize the City to Enter into a Cooperative Agreement for Supplemental Law Enforcement Services
- D. Reso 26-99: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Funding for a Youth Advocacy Grant
- E. Reso 26-100: Authorize the Renewal of Certain Services Provided by Hyland Software, Inc.
- F. Reso 26-103: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Siaki and Amy Atuaia for Property Located at 1447 West 4020 South
- G. Reso 26-104: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Miguel and Teresita Pina Cervantes for Property Located at 4028 West Paskay Drive
- H. Reso 26-105: Authorize the City to Enter Into a Right-of-Way Purchase Agreement and Accept a Quitclaim Deed With and From Plaza 4700, LLC for Property Located at 4612 South 4000 West
- I. Reso 26-106: Authorize the City to Enter Into a Right-of-Way Purchase Agreement and Accept a Quitclaim Deed With and From Plaza 4700, LLC for Property Located at 4616 South 4000 West
- J. Reso 26-107: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Harold Gunderson, Dorothy Gunderson, and Laura Affleck for Property Located at 1433 West 4020 South

- K. Reso 26-108: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Darcisio Pegoretti for Property Located at 1317 West Pharoah Road
- L. Reso 26-109: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Brandon and Valerie Podgorski for Property Located at 4216 South 4000 West
- M. Reso 26-110: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Ilia Sidamonidze for Property Located at 1333 West Pharoah Road
- N. Reso 26-111: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Daniel and Christine Spendlove for Property Located at 1459 West 4020 South

9. Motion for Closed Session (if necessary)

10. Adjourn





WEST VALLEY CITY

City Council Regular Meeting Minutes August 25, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, AUGUST 25, 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 PRO TEM HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harmon, Mayor/ Councilmember District 2
Karen Lang, Mayor (*electronically*)
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
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 (*electronically*)
Justin Wycoff, Deputy Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director (*electronically*)
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 WILLIAM WHETSTONE

Councilmember William Whetstone asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETINGS HELD JULY 28, 2026 AND AUGUST 11, 2026

The Council considered the Minutes of the Regular Meetings held July 28, 2026 and August 11, 2026. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meetings held July 28, 2026 and August 11, 2026. Councilmember Wood seconded the motion.

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

PUBLIC COMMENT PERIOD

Jeremiah Wilson expressed appreciation to the Council for considering the proposed changes to the fencing regulations along 4100 South. He thanked the Council for addressing the issue and specifically recognized Councilmember Wood for her efforts in moving the proposed ordinance change forward.

Joshua Majors expressed concerns regarding the extent of code enforcement activity involving his property and the balance between enforcement responsibilities and individual property rights. He stated that he had received notices involving several unrelated issues and questioned whether his property was receiving disproportionate or selective enforcement compared to similar properties. Joshua requested that violations and applicable ordinances be clearly identified and that enforcement be applied consistently throughout the City. He clarified that he was not alleging that every enforcement action was unlawful but asked the Council to consider whether the overall pattern was reasonable, consistent, and respectful of private property rights.

En Canada, representing the Wasatch Assembly, stated that the organization is a 501(c)(4) advocating for municipal policies supporting working Utahns. En encouraged the Council to review and respond to a policy survey previously distributed by the organization. En highlighted three policy priorities for 2026: opposing the construction of ICE detention facilities, opposing municipal participation in 287(g) agreements or use of municipal resources for ICE activities, and providing free legal services for constitutional rights violations. En also encouraged local governments to be more responsive to community needs, including housing affordability and rising costs, and invited the Council to engage further with the organization.

Lisa Butcher expressed concerns regarding the proposed single-source towing contract. She questioned whether Ogden City was an appropriate comparison for West Valley City due to

differences in size and disputed information presented regarding the selected company's towing classifications and rates. Lisa also expressed concern that existing towing companies may dispose of property and other resources currently maintained to participate in the City's towing rotation, making it difficult to restore the rotation if the single-source contract is unsuccessful. She questioned why the City should replace a towing rotation that has operated for many years and whether one provider could offer greater capacity than multiple towing companies. Lisa also questioned the timing of the selected company obtaining property and a City business license shortly after the RFP was issued. She encouraged the City to consider the TowPro system, stating that it had reduced towing response times from approximately 30 minutes to 15 minutes.

Kendall Brown expressed concerns regarding the proposed towing contract and questioned whether Stauffer's Towing would have sufficient equipment available to meet West Valley City's needs given its existing contracts and service area throughout Utah. He asked whether the City had evaluated the company's existing workload, frequency of declined calls, and any complaints involving its operations. Kendall also raised concerns regarding provisions in the RFP related to the amount of time the towing company would have to meet customers at the tow yard, stating that he believed the proposed timeframe conflicted with state requirements. He expressed concern that these practices could create additional delays and costs for residents retrieving vehicles or personal property and could contribute to a monopoly under the single-source contract.

Joe Parson, representing AL Towing and Auto Ambulance, stated that he has provided towing services in West Valley City since 1997 and expressed concerns that the RFP process was rushed. He questioned whether Stauffer's proposed tow yard is large enough to accommodate the City's annual towing volume and expressed concern that residents could be required to travel outside the City to retrieve vehicles or personal belongings. Joe also disputed concerns regarding response times under the existing rotation, stating that his companies respond within a reasonable timeframe and that the current system already provides mechanisms for removing companies that fail to meet requirements. He questioned the need to replace the approximately 19 to 20 companies currently participating in the rotation with a single provider and encouraged the City to consider using TowPro for a trial period before making a permanent change to the towing model.

Bill Butcher expressed concern that moving to a single towing provider would negatively affect the families and businesses that currently depend on the City's towing rotation for income. He stated that the financial impact would extend beyond towing companies to property owners and others who support the industry. Bill questioned whether eliminating the existing rotation was justified and urged the Council to consider the potential economic consequences for the many local families and businesses that could be affected by awarding the work to a single provider.

Mike Markham expressed concern that the City's discussion regarding fences should be expanded to address the overall condition of front yards, particularly along major arterial streets such as 3100

South. He noted concerns with excessive vehicle parking and property maintenance and stated that visible front-yard conditions can negatively affect the appearance of the surrounding community. Mike stated that property owners should generally have flexibility regarding their property, particularly backyards and home interiors, but believed the City should place greater emphasis on front yards that are visible to the public. He encouraged stronger and more consistent code enforcement along major corridors and suggested that broader property maintenance concerns should receive greater attention than the type of fencing used.

Kevin Daly, speaking on behalf of Stauffer's, stated that the company has longstanding Utah roots and sufficient resources to meet West Valley City's towing needs. He noted that Stauffer's provides services to multiple cities and counties throughout the state, which he stated gives the company flexibility to respond when needed. Kevin also stated that Stauffer's maintains positive working relationships with UDOT, the Utah Highway Patrol, and other jurisdictions and emphasized the company's commitment to legal and regulatory compliance. He expressed confidence that the City would benefit from having a single point of contact for towing services and stated that Stauffer's looks forward to working with the City.

Ryan Mahoney identified himself as the Central Region Chair of the Republican County Party and a candidate for State Senate District 13. He expressed support for prioritizing single-family residential development when possible and raised concerns that higher-density housing can contribute to parking challenges as households increasingly have multiple vehicles. Ryan also commented on the proposed towing contract, stating that he favored competition among multiple towing providers rather than contracting with a single company. He stated that competition promotes competitive pricing and benefits both consumers and the City.

Geovanni Giannoni, a longtime West Valley City resident and local towing business owner, expressed opposition to moving to a single towing provider. He emphasized that the existing towing companies are part of the local community, employ local resources, support one another, and have provided towing services to the City for many years. Geovanni questioned whether a single provider could consistently achieve the anticipated response-time improvements or provide greater availability than approximately 20 companies operating collectively. He also cited concerns regarding reportedly declined or canceled calls by Stauffer's and questioned what would occur if the company were unable to respond. He encouraged the Council to consider the experience, availability, and community investment of the existing local towing companies before changing the current system.

Mariela Montiel expressed opposition to awarding towing services to a single provider, citing concerns about fairness, competition, and the potential impact on locally owned towing companies. She stated that multiple qualified companies should have opportunities to participate and questioned the economic impact the change could have on existing businesses. Mariela requested that the City

review its towing arrangements to ensure the process is transparent, competitive, and fair and consider safeguards against one company obtaining an excessive share of the towing business. She encouraged the City to support fair competition and equal opportunities for qualified local businesses.

Councilmember Huynh thanked the local towing companies for attending and sharing their concerns. He expressed strong support for locally owned businesses, emphasizing their contributions to the City through taxes, employment, and reinvestment in the local economy. Councilmember Huynh expressed concern that awarding the work to a single provider could negatively affect existing local businesses and reduce competition. He stated that even with provisions allowing the City to terminate the contract, local companies could experience significant financial impacts before that occurred. He indicated that he intended to support the local towing companies when the matter returns to the Council on September 8 and encouraged them to continue participating in the discussion.

Mayor Pro Tem Harmon addressed comments made during a previous Council meeting regarding staff and Council research related to the proposed property tax increase. He responded to concerns that the City had not adequately researched how other municipalities approach property taxes, noting that some of the cities previously cited were significantly smaller than West Valley City and provide substantially different levels of service. Mayor Pro Tem Harmon emphasized that reviewing other municipalities is an important part of the City's decision-making process but stated that comparisons should involve cities with similar populations, staffing levels, responsibilities, and services. He noted that West Valley City serves more than 140,000 residents and provides services including police, fire, infrastructure, parks and recreation, and planning and development.

Councilmember Huynh responded to Mayor Pro Tem Harmon's comments and clarified that his previous remarks regarding the proposed property tax increase focused on the importance of responsible budgeting and spending, regardless of a city's size. He stated that whether a municipality is large or small, it must appropriately plan and budget for its expenditures.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING THE ADOPTION OF THE 2026 WEST VALLEY

CITY ENGINEERING STANDARDS

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2026 in order for the City Council to hear and consider public comments regarding the adoption of the 2026 West Valley City Engineering Standards.

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

The Engineering Division developed the proposed 2026 West Valley City Engineering Standards to establish updated engineering design and construction requirements for public and private development projects. The update aligns the City's requirements with the 2026 Utah Chapter APWA Standards and Specifications and incorporates limited City-specific revisions. The Engineering Standards were last adopted on August 25, 2020.

Mayor Pro Tem Harmon opened the Public Hearing. There being no one to speak on this matter, Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: ORDINANCE 26-31: ADOPT UPDATED ENGINEERING STANDARDS

The City Council previously held a public hearing regarding proposed Ordinance 26-31 that would adopt the 2026 West Valley City Engineering Standards.

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

Councilmember Nordfelt moved to approve Ordinance 26-31.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

- B. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-2-2026, FILED BY WEST VALLEY CITY, REQUESTING AN AMENDMENT TO THE ZONING ORDINANCE TO UPDATE STANDARDS FOR HIGH-IMAGE ARTERIAL STREETS, ALIGN WITH PROPOSED CHANGES TO THE CITY'S ENGINEERING STANDARDS, AND ADDRESS CITY-INSTALLED STREET TREES**

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2026 in order for the City Council to hear and consider public comments regarding Application ZT-2-2026, filed by West Valley City.

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

The proposed zoning ordinance amendment would update standards for High-Image Arterial Streets, align the zoning ordinance with proposed Engineering Standards changes, and address City-installed street trees. The changes would add SR 111 and a portion of Brud Drive to the High-Image Arterial Streets list, clarify landscaping measurements, move certain streetlight specifications to the Engineering Standards, require consistent streetlights on 3500 South, modify drainage requirements for new subdivisions, and address City-installed street trees.

Mayor Pro Tem Harmon opened the Public Hearing. There being no one to speak on this matter, Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: ORDINANCE 26-32: AMEND SECTIONS 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, AND 7-11-209 AND ENACT SECTION 7-2-129 TO UPDATE STANDARDS FOR HIGH-IMAGE ARTERIAL STREETS, ALIGN WITH PROPOSED CHANGES TO THE CITY'S ENGINEERING STANDARDS, AND ADDRESS CITY-INSTALLED STREET TREES

The City Council previously held a public hearing regarding proposed Ordinance 26-32 that would amend Sections 7-10-102, 7-10-103, 7-10-204, 7-10-300P, 7-10-301, 7-10-302, and 7-11-209 and enact Section 7-2-129 of the West Valley City Municipal Code.

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

Councilmember Whetstone moved to approve Ordinance 26-32.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes

Councilmember Nordfelt	Yes
Mayor Lang	Yes
Mayor Pro Tem Harmon	Yes

Unanimous.

C. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-3-2026, FILED BY WEST

VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO CHANGE THE STANDARDS FOR FENCES IN THE FRONT YARD OF PROPERTIES WITH FRONTAGE ON 4100 SOUTH

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2026 in order for the City Council to hear and consider public comments regarding Application ZT-3-2026, filed by West Valley City.

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

The proposed amendment would change the standards for fences in the front yards of properties with frontage on 4100 South. In 2021, the City required new front-yard fences along 4100 South to be black ornamental iron or aluminum. Following City Council discussion in May and June 2026, staff was directed to amend the ordinance to allow other fence materials, except chain-link fences.

Mayor Pro Tem Harmon opened the Public Hearing. There being no one to speak on this matter, Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: ORDINANCE 26-33: AMEND SECTION 7-2-114 TO CHANGE THE STANDARD FOR FENCES IN THE FRONT YARD OF PROPERTIES WITH FRONTAGE ON 4100 SOUTH

The City Council previously held a public hearing regarding proposed Ordinance 26-33 that would amend Section 7-2-114 of the West Valley City Municipal Code to change the standard for fences in the front yard of properties with frontage on 4100 South.

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

Councilmember Wood moved to approve Ordinance 26-33.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

D. ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-3-2026, FILED BY ROBBIE THOMSON, REQUESTING A GENERAL CHANGE FROM NON-RETAIL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) AND A ZONE CHANGE FROM RB (RESIDENTIAL BUSINESS) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT APPROXIMATELY 5548 WEST 4100 SOUTH

Mayor Pro Tem Harmon informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2026 in order for the City Council to hear and consider public comments regarding Application GPZ-3-2026, filed by Robbie Thomson.

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

The application requests a General Plan change from Non-Retail Commercial to Medium Density Residential (7 to 12 units per acre) and a zoning map change from RB (Residential Business) to RM (Multiple Unit Dwelling Residential) for property at approximately 5548 West 4100 South. The latest development proposal includes 21 townhome units. The Planning Commission recommended approval subject to a development agreement.

Mayor Pro Tem Harmon opened the Public Hearing.

Thomas Light, a resident of Jeanette Avenue near the proposed development, expressed opposition to the project. He raised concerns about existing traffic in the area and referenced traffic studies that have been conducted. Thomas stated that neighbors he had spoken with were also opposed to the proposed medium-density housing. He expressed concerns about

the development's size, impacts on neighborhood character, and loss of privacy for existing residents whose backyards would face the new homes. He stated that he believed the development would negatively affect the existing neighborhood.

Mayor Pro Tem Harmon closed the Public Hearing.

ACTION: ORDINANCE 26-34: AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM NON-RETAIL COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) FOR PROPERTY LOCATED AT APPROXIMATELY 5548 WEST 4100 SOUTH

The City Council previously held a public hearing regarding proposed Ordinance 26-34 that would amend the General Plan to show a change of land use from Non-Retail Commercial to Medium Density Residential (7 to 12 units per acre) for property located at approximately 5548 West 4100 South.

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

Councilmember Wood moved to approve Ordinance 26-34.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	No
Mayor Lang	Yes
Mayor Pro Tem Harmon	No

Majority.

ACTION: ORDINANCE 26-35: AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM RB (RESIDENTIAL BUSINESS) TO RM (MULTIPLE

UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT APPROXIMATELY 5548 WEST 4100 SOUTH

The City Council previously held a public hearing regarding proposed Ordinance 26-35 that would amend the zoning map to show a change of zone from RB (Residential Business) to RM (Multiple Unit Dwelling Residential) for property located at approximately 5548 West 4100 South.

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

Councilmember Wood moved to approve Ordinance 26-35.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	No
Mayor Lang	Yes
Mayor Pro Tem Harmon	No

Majority.

ACTION: RESOLUTION 26-90: AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH UTAH LAND CO, LLC FOR APPROXIMATELY 2.3 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5548 WEST 4100 SOUTH

The City Council previously held a public hearing regarding proposed Resolution 26-90 that would authorize the City to enter into a development agreement with Utah Land Co, LLC for approximately 2.3 acres of property located at approximately 5548 West 4100 South.

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

A roll call vote was taken:

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

Unanimous.

RESOLUTION 26-91: AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRC LEXINGTON, LLC FOR APPROXIMATELY 3.2 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2325 WEST 3650 SOUTH

Mayor Pro Tem Harmon presented proposed Resolution 26-91 that would authorize the City to enter into a development agreement with TRC Lexington, LLC for approximately 3.2 acres of property located at approximately 2325 West 3650 South.

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

The property owner, TRC Lexington, LLC, has requested a development agreement on 3.2 acres of the 10.3-acre development known as the Lexington Park Apartments. At the time the Lexington Park Apartments were approved in 1990, the City entered into a development agreement that capped the density at 8 units/acre, which is basically the current density. The property owner would like to build 29 new townhomes on the large open space area that exists between the existing apartments and I-215. Doing so would increase the overall density to 10.7 units/acre. In exchange for allowing the density to exceed 8 units/acre as required in the 1990 development agreement, the property owner is proposing to:

- extend 3650 South to the west and terminate it in a cul-de-sac and
- pay the City \$16,200 per dwelling unit for either park improvements or a new or renovated fire station.

The proposed development agreement also includes the following code exception requests:

- Garage doors are limited to 60% of the front elevation. 63% is requested.

- A minimum of 25% of the front elevation is required to be windows. 17% is requested.
- 20 feet of landscaping is required along I-215. The proposed agreement would allow cul-de-sacs to encroach into this landscaped setback.
-

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

Councilmember Whetstone moved to approve Resolution 26-91.

Councilmember Wood seconded the motion.

Councilmember Harmon asked if the Development Agreement allows for basements. Steve Pastorik, CD Director, replied yes. Mayor Pro Tem Harmon asked if the Council would be interested in not allowing basements. Councilmember Whetstone stated that he would be more supportive if the roadway were a through street. He acknowledged that this would not necessarily resolve concerns regarding on-street parking for existing residents but noted that the street presents a different situation than most residential streets.

Mayor Pro Tem Harmon expressed concern about single-family homes being used for multifamily purposes. He stated that features such as basements and separate basement entrances can facilitate additional dwelling arrangements and change the character of single-family neighborhoods. He noted that limiting basements or basement entrances in certain developments can help reduce the potential for unintended multifamily use. Mayor Pro Tem Harmon stated that his goal was to preserve the intended character of single-family developments and prevent properties from effectively being converted to multifamily use. Councilmember Wood acknowledged concerns about single-family homes being used for multiple households but noted that current economic and family circumstances may require extended family members, such as married children or relatives, to live together in one home. She stated that she did not necessarily view those living arrangements negatively and asked whether the proposed homes would be permitted to have separate exterior basement entrances. Steve replied the Development Agreement doesn't address this but noted that walkout basements in townhomes are not common.

Councilmember Huynh asked why townhomes are being proposed instead of apartments. Steve replied that this was what the applicant felt would be the best use.

Mayor Lang expressed a preference for townhomes over apartments and supported prohibiting basement walkout entrances through the development agreement. She also supported allowing basements, noting that they provide additional storage space and can help ensure garages remain available for vehicle parking rather than being used primarily for storage.

Councilmember Whetstone amended his previous motion to approve Resolution 26-91 subject to a change in the Development Agreement that would prohibit walkout

basements.

Councilmember Wood seconded the amended motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. RESOLUTION 26-93: AWARD A CONTRACT TO ATOMAI TO PROVIDE SOFTWARE AND RELATED SERVICES

Mayor Pro Tem Harmon presented proposed Resolution 26-93 that would award a contract to AtomAI to provide software and related services.

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

West Valley City currently uses Cityworks/Trimble for permitting, inspections, code enforcement, business licensing, asset management, work orders, public portal services, service requests, plan review submissions, and online payments. Staff selected AtomAI as the preferred replacement platform following an RFP process. The cloud-based platform is planned for phased implementation, beginning with Public Works asset management in February 2027 and enterprise permit management in June 2028.

B. RESOLUTION 26-94: APPROVE AN AMENDED AND RESTATED CONCESSION AGREEMENT WITH DIAMOND CONCESSIONS OF UTAH, INC.

Mayor Pro Tem Harmon presented proposed Resolution 26-94 that would approve an amended and restated concession agreement with Diamond Concessions of Utah, Inc.

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

The amended and restated agreement would provide Diamond Concessions of Utah, Inc. exclusive food and beverage rights at the Maverik Center. The agreement removes the Utah Grizzlies exception and updates the City's food and beverage fee structure to 35 percent of arena concessions revenue, 22.5 percent of suite and catering revenue, and 35 percent of future arena bars or clubs revenue. It also provides for Olympic Committee food and beverage rights if the venue is contracted as an Olympic venue.

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

Councilmember Nordfelt moved to approve items on the consent agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE REGULAR MEETING ON TUESDAY, AUGUST 25, 2026 WAS ADJOURNED AT 7:36 P.M. BY MAYOR PRO TEM HARMON.

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, August 25, 2026.

Nichole Camac, MMC

City Recorder

DRAFT



West Valley City Issue Paper

City Council Review

Description: Minor Subdivision with Street Vacation

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

☐

Issue:

Application #: SMI-4-2026

Applicant: Granger Hunter Improvement District

Request: An ordinance to vacate a portion of the 2320 South right-of-way east of 1070 West.

Summary:

Granger Hunter Improvement District (GHID) is requesting minor subdivision approval, which includes a partial street vacation of 2320 South.

Background:

GHID has submitted a 2-lot minor subdivision application for the parcel they own at 1002 West 2320 South to build a new wellhouse. The right-of-way for 2320 South extends all the way to the Jordan River, however, the physical improvements for 2320 South currently end near the west edge of the GHID parcel. To develop their property, GHID needs to install the right-of-way improvements for 2320 South farther to the east. Public Works is requiring that 2320 South be terminated with a cul-de-sac, and that the remaining right-of-way be vacated. Salt Lake County has a park on the south side of 2320 South at this location. They have agreed to dedicate some of their property for the cul-de-sac. In return, they would like to obtain all the vacated right-of-way. GHID has no interest in the right-of-way, so they will deed over their interest for their portion of the right-of-way to Salt Lake County.

Recommendation: The Planning Commission recommends approval.

Department: Community Development
Submitted by: Brock Anderson, Planning Manager
Date: 8/11/2026



1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____
4

5 Draft Date: _____

6 Date Adopted: _____

7 Effective Date: _____
8

9
10 **AN ORDINANCE APPROVING THE VACATING OF A PORTION**
11 **OF 2320 SOUTH IN CONJUNCTION WITH THE WATTS WELL**
12 **NO. 18 SUBDIVISION.**
13

14 **WHEREAS**, the City is in receipt of petition SMI-4-2026, proposing a minor two-
15 lot subdivision and vacation of a portion of 2320 South; and
16

17 **WHEREAS**, the purpose for the application is to create two lots and vacate a
18 portion of the street for a new subdivision; and
19

20 **WHEREAS**, proper notice was given, and a public hearing was held pursuant to
21 Section 10-20-208, Utah Code Annotated; and
22

23 **WHEREAS**, the City Council finds that after the public hearing, that there is good
24 cause for the partial street vacation and that neither the public nor any person will be
25 materially injured by the proposed subdivision and that the approval is in the best interest
26 of the health, safety and welfare of the citizens of West Valley City.
27

28 **NOW THEREFORE, BE IT ORDAINED** by the City Council of West Valley
29 City, State of Utah, as follows:
30

31 **Section 1.** The street vacation of the portion of 2320 South as shown in petition SMI-
32 4-2026 and the Watts Well No. 18 Subdivision plat is hereby approved.
33

34 **Section 2.** Except as set forth explicitly herein, this Ordinance shall have no force or
35 effect on any rights-of-way or easements of any lot owner, and the franchise
36 rights of any public utilities shall not be impaired thereby, nor shall it have
37 any force or effect on any holders of existing franchises, water drainage
38 pipelines, or other such uses as they may presently exist under, over or upon
39 said property or as are or may be shown on the official plats and records of
40 Salt Lake County.
41

42 **Section 3.** The City Recorder is hereby directed to record this Ordinance with the
43 Salt Lake County Recorder's Office.
44

45 **Section 4.** This Ordinance shall become effective immediately upon posting as
46 required by law.
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PASSED AND APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

SMI-4-2026

Petition by Garrick Stephenson, representing Granger Hunter Improvement District, requesting minor subdivision approval for the Watts Well No. 18 Subdivision. The subdivision is located at 1002 West 2320 S, covers 2.14 acres, and is zoned BRP (Business/Research Park). (Staff – Brock Anderson at 801-963-3361 or brock.anderson@wvc-ut.gov).

BACKGROUND:

Garrick Stephenson, representing Granger Hunter Improvement District, is requesting minor subdivision approval for the Watts Well No. 18 Subdivision. The subdivision will create two lots, as well as dedicate and vacate right-of-way. The property is located at 1002 West 2320 South, comprising 2.14 acres, and is zoned BRP, Business/Research Park.

STAFF/AGENCY CONCERNS:

Fire Department:

- Fire hydrants are to be installed in accordance with the Uniform Fire Code.

Granger Hunter Improvement District:

- Subject to design and review inspections.

Utility Agencies:

- Subject to all standard easement locations.

Public Works:

- Subject to the West Valley City Engineering Standards.

ISSUES:

Granger Hunter Improvement District (GHID) intends to construct a new wellhouse at 1002 W 2320 S and has already submitted a permitted use application for a public utility installation (ZPR 20260003). This use will be on Lot 1 of the proposed subdivision. The right-of-way improvements for 2320 South currently end near the west edge of the GHID parcel. To develop the wellhouse on the property, the right-of-way improvements need to be extended farther to the east and will be terminated in a cul-de-sac, as the right-of-way currently extends to the edge of the Jordan River. The existing improvements along both sides of 2320 South, east of 1070 West, include integral curb, gutter and sidewalk. The Public Works Department will allow the new right-of-way improvements to match what is currently there.

Salt Lake County is the property owner on the south side of 2320 South, across from the GHID parcel. Redwood Trailhead Park is located here, which provides green space as well as access to the Jordan River Trail. Right-of-way dedication is required to accommodate for the 55' radius

cul-de-sac that will terminate 2320 South. The County has agreed to dedicate some of their property to allow for the cul-de-sac.

The City will vacate the easternmost part of 2320 South, roughly 5,400 sq. ft., as there is no need for it once the cul-de-sac is built. Typically, when a street is vacated, half of the right-of-way goes to the adjoining property owners on either side. In this instance, GHID does not want any of the vacated portion of right-of-way, and the County is interested in taking it. They intend to use the vacated right of way to access the trail and river. The vacated street and existing park parcel will be Lot 2 of the proposed subdivision. The Engineering Division has determined that this can be accomplished by having GHID record a quit claim deed for their underlying interest in that portion of the right-of-way. The deed needs to be recorded before the plat is approved and recorded. Then, when the subdivision plat records, the vacated right-of-way will go to Salt Lake County.

STAFF ALTERNATIVES:

1. **Approve** the Watts Well No. 18 Subdivision subject to a resolution of staff and agency comments.
2. **Continue** the application for reasons determined during the Planning Commission meeting.

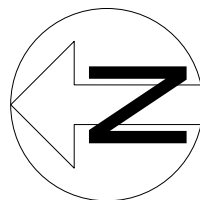
Discussion: Brock Anderson presented the application.

Applicant Garret Stevenson was present. No questions were asked.

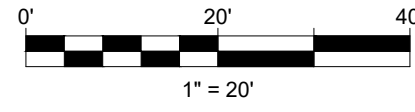
Commissioner Porter motioned for approval of SMI-4-2026. Commissioner Durfee seconded. All were in favor.

UNANIMOUS—GPZ-3-2026 —Approval

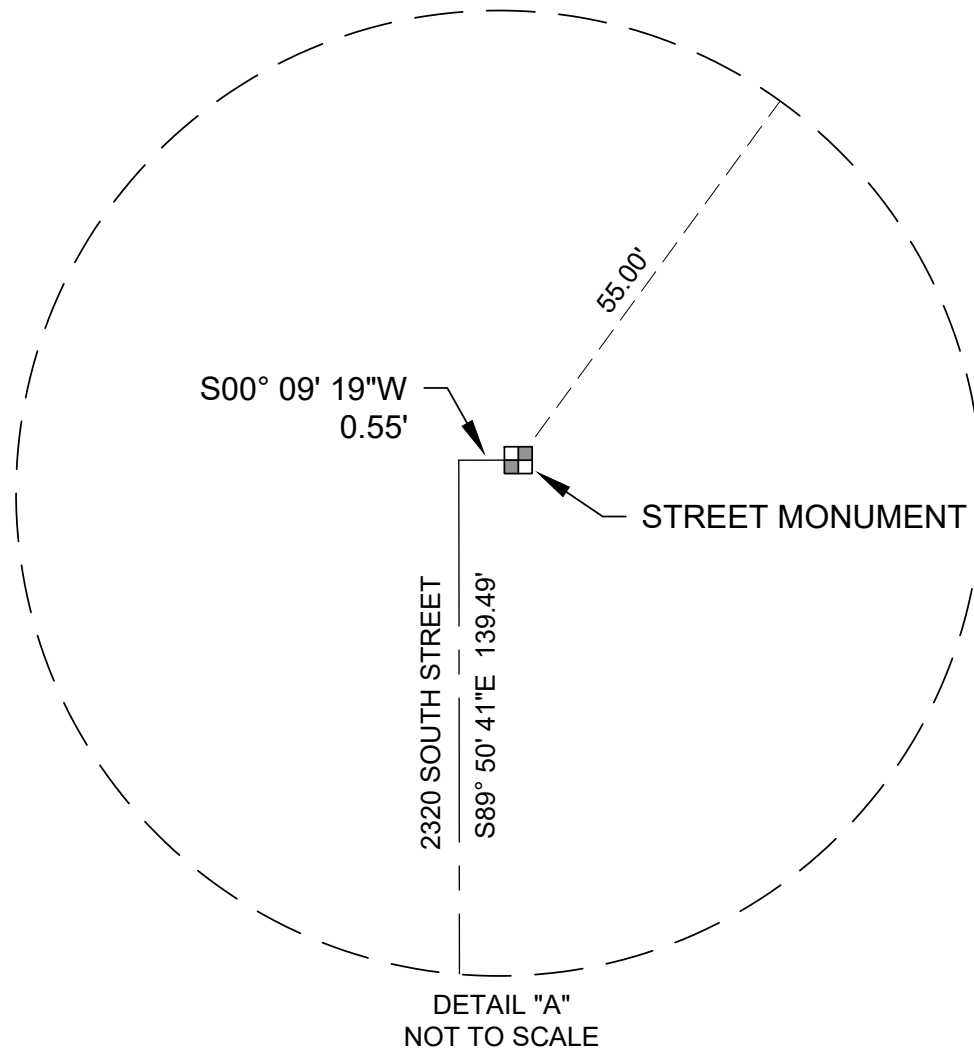
G:\02026\0107 GHID SUBDIVISION ROSDRAWINGS\SHEETS\1ST REV GHID SUBDIVISION - 072026.DWG



SCALE



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	191.86	231.27	47°31'57"	N12°15'19"W	186.41
C2	9.60	40.00	13°45'28"	N52°44'45"E	9.58
C3	92.82	55.00	96°41'57"	N85°47'01"W	82.19
C4	70.79	55.00	73°44'48"	N00°33'38"W	66.01
C5	94.21	55.00	98°08'18"	N85°22'54"E	83.11
C6	11.87	40.00	16°59'54"	N54°02'54"W	11.82



14/23
FOUND 2.5" FLAT BRASS
CAP RING / LID MONUMENT
N1/4 COR SEC 23,
T1S, R1W, SLB&M.
(SLCO 1S1W1402)

CANAL OWNER:
SALT LAKE COUNTY
(PARCEL NUMBER 15-23-102-004)

STREET DEDICATION (NORTH)
1309 S.F. / 0.03 AC
(SEE PLAT NOTE 2 - SHEET 1)

10.00' WIDE
PUBLIC UTILITY EASEMENT

LOT : 1
24710 S.F.
0.57 AC
1002 WEST

SEE DETAIL "A"

EXISTING
STREET AREA
12611 S.F.
0.29 AC

LOT : 2
53360 S.F.
1.22 AC
1003 WEST

STREET DEDICATION
(SOUTH)
1409 S.F. / 0.03 AC
(SEE PLAT NOTE 3 - SHEET 1)

**WATTS WELL NO. 18 SUBDIVISION
AND 2320 SOUTH STREET VACATION**
LOCATED IN THE:
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

CANAL OWNER:
SALT LAKE COUNTY
(PARCEL NUMBER 15-23-102-004)

OWNER:
SALT LAKE COUNTY
(PARCEL NUMBER 15-23-178-012)

S00° 09' 19"W 149.05'

N89° 50' 41"W 50.00'

N00° 09' 19"E 149.05'

66' R.O.W.
PER
WESTERN PARCEL ADDITION
BOOK E / PAGE 50
(BROADWAY STREET)

33' R.O.W.
PER WESTERN PARCEL ADDITION
BOOK E / PAGE 50

**FOR REVIEW / APPROVAL ONLY
NOT FOR RECORDATION**

LEGEND

SECTION CORNER (FOUND)	
SECTION LINE	
BOUNDARY LINE	
ADJACENT LOT LINE	
FOUND MONUMENT (AS NOTED)	
SET MONUMENT (AS NOTED)	
CURB AND GUTTER	

LETTER	OWNER	PARCEL NUMBER	ENTRY NO.
A	MOUNTAINS AND VALLEYS, LLC	15-23-178-005	13722380
B	NOWTIME CONSULTANTS, LLC	15-23-178-006	13980739
C	SALT LAKE COUNTY	15-23-178-009	14289307
D	NOWTIME CONSULTANTS, LLC	15-23-178-010	13980738
E	SALT LAKE COUNTY	15-23-178-008	14554887
F	SALT LAKE COUNTY	15-23-180-001	

LAND SURVEYING
FLINT
DEVELOPMENT
PO BOX: 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

DRAWN BY: JD	CHECKED BY: PC	PROJECT NO. 260107	1" = 20'
--------------	----------------	-----------------------	----------

SUBMISSION DATE:	5	4	3	2	1	#
07/22/2026						

CLIENT
HANSEN, ALLEN & LUCE, INC.
859 W. SOUTH JORDAN PKWY
SOUTH JORDAN, UTAH
CONTACT: GARICK STEPHENSON
PHONE: (801) 566-5599

PROJECT
**WATTS WELL NO. 18 SUBDIVISION
AND 2320 SOUTH STREET VACATION**
1002 WEST 2320 SOUTH, WEST VALLEY CITY, UTAH 84119
NW1/4 SEC 23, T1S, R1W, SLB&M.
SHEET TITLE
SUBDIVISION PLAT & VACATION

SHEET
2
OF 2

SMI-4-2026

- Applicant: Garrick Stephenson
- Request: Minor subdivision application
- Location: 1002 W 2320 S
- Staff: Brock Anderson

SMI-4-2026



SMI-4-2026

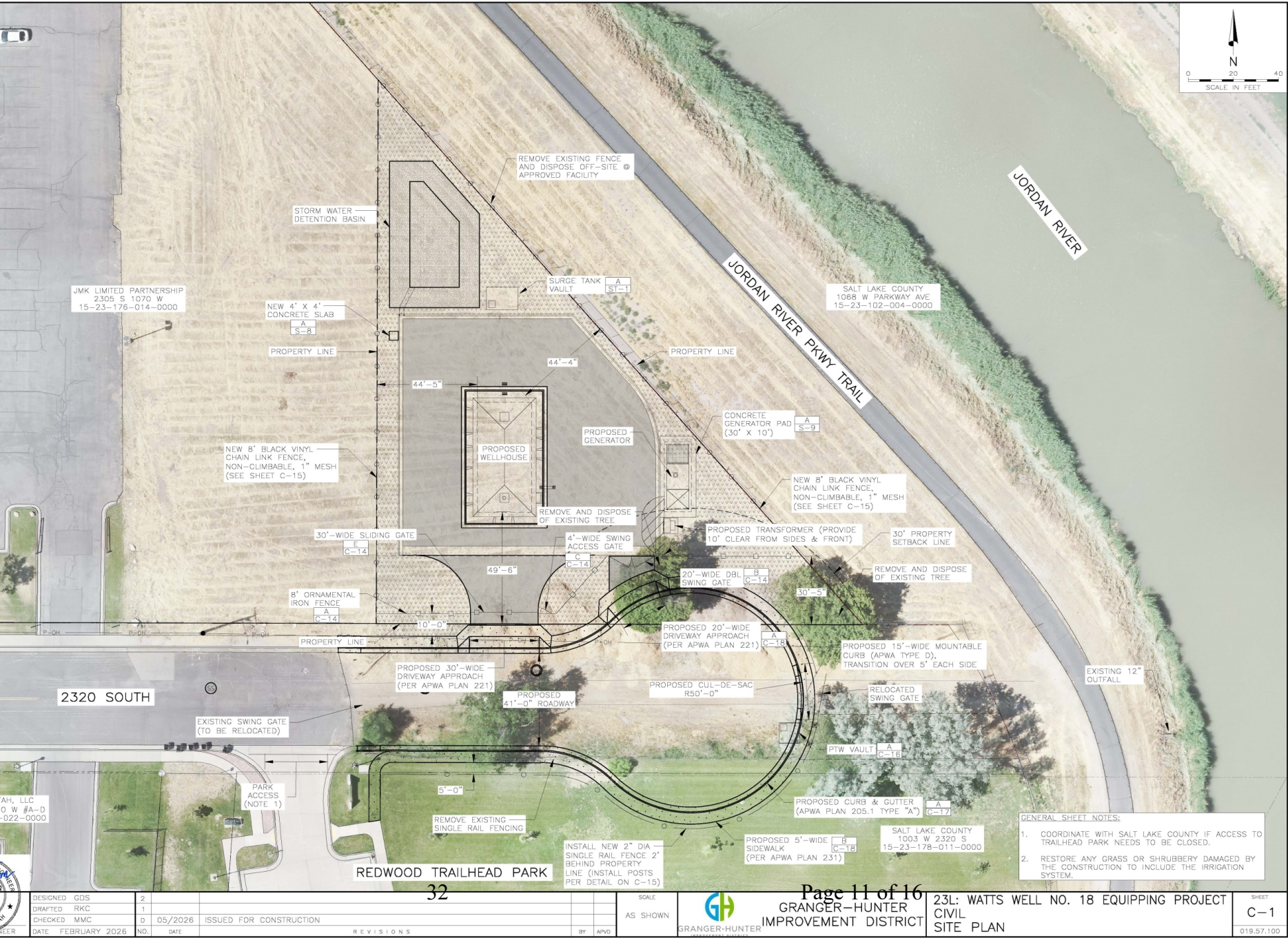




WEST VALLEY CITY
www.wvc-ut.gov



SMI-4-2026















Description: Resolution to Restrict On-Street Parking

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required:

☐

Issue:

A resolution authorizing the Public Works Department to restrict parking along Erin Hill Lane and Caddy Hill Lane.

Summary:

This resolution authorizes the Public Works Department to restrict on-street parking to one side of both Erin Hill Lane and Caddy Hill Lane.

Background:

Back in 2025, the City Council approved a methodology by which the City can consider parking restrictions on residential streets where a complaint is received and the amount of on-street parking exceeds 60% of the curb distance available for parking. A complaint was received from a resident of the Erin Hills townhome development about the amount of on-street parking along Erin Hill Lane and Caddy Hill Lane. Staff counted parking along these streets on three separate occasions and found that the parking exceeded the 60% threshold on two of the three occasions.

If the resolution is approved, the Public Works Department will install signs that prohibit on-street parking on the north side of Erin Hill Lane and the west side of Caddy Hill Lane.

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development

Submitted by: Steve Pastorik

Date: 8/11/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PARKING RESTRICTIONS ON
CERTAIN PUBLIC STREETS.**

WHEREAS, Chapter 19 of the West Valley City Municipal Code authorizes the Public Works Department to restrict parking on public streets; and

WHEREAS, the City desires to restrict parking on certain streets depicted in Exhibit A (attached hereto and incorporated herein) to alleviate traffic congestion, promote public safety, and improve driving conditions for the public and residents of said streets; 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 enact certain parking restrictions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Public Works Department is authorized to restrict parking on the streets depicted in Exhibit A and to provide appropriate signage, curb painting, or other means of giving notice of said restrictions.

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

WEST VALLEY CITY

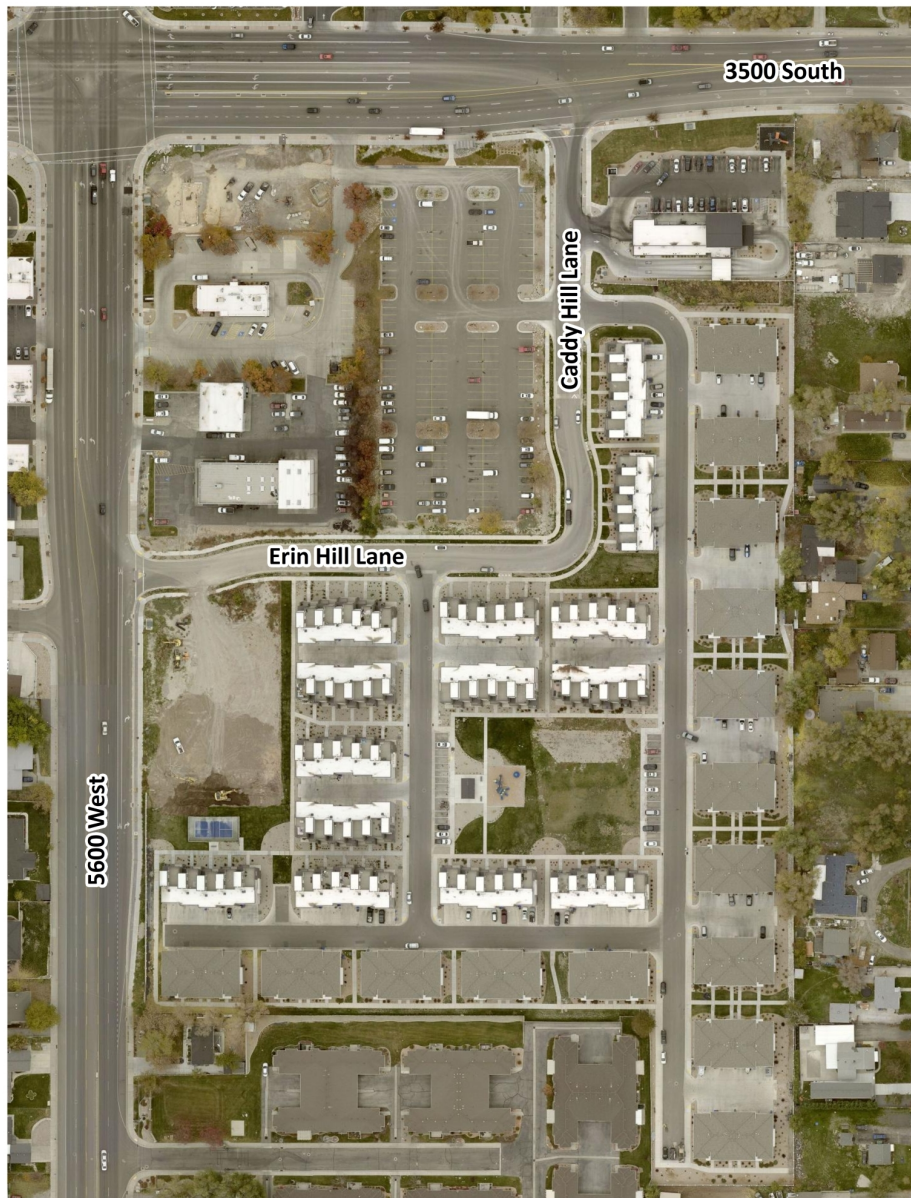
MAYOR

ATTEST:

CITY RECORDER

Process

- A parking restriction request is made by a resident along the street.
- City staff counts vehicles along the street during late evening and/or early morning hours and measures the curb length and driveway widths.
- If parked vehicles are using more than 60% of the available curb space for parking, the City Council will hold a public hearing to decide whether to impose parking restrictions.
- If the Council decides to impose parking restrictions, City staff will install no parking signs on one side of the street.



Analysis

- 60% of the available curb space yields 44 cars
- 7/17 (Friday) at 10:24 PM: 51 cars parked
- 7/21 (Tuesday) at 5:30 AM: 42 cars parked
- 8/8 (Saturday) at 10:29 PM: 56 cars parked

Description: Towing Services

Fiscal Impact: \$0.00

Funding Source: General Fund

Account #: 10-6533-40310-00000-0000

Budget Opening Required: ☐

Issue: Approval of a Tow Services Agreement with Stauffer's Road Solutions LLC.

Summary: This agreement provides comprehensive tow services to West Valley City for a period of one year, with one-year renewals.

Background: The city has used a tow rotation for many years, which requires intensive maintenance and supervision. The Police Department saw other large cities, such as Ogden, contract one tow provider with good results and less administrative work.

The Police Department issued a request for proposals (RFP) on May 19, 2026 and closed on June 9, 2026. Nine proposals were submitted. The proposals were evaluated and Stauffer's was the highest ranked:

Rank	Vendor	Section IV /70	Qualifications /15	Fees /10	References /5	Total /100
1	Stauffer's Road Solutions	55	13	7	5	80
2	CN Towing & Recovery	52	12	8	0	72
3	Ogden Auto Towing	48	10	9	5	72
4	Cal Brown Towing	47	11	8	5	71
5	Mountain West Towing	45	11	6	5	67
6	4th Generation Towing	42	11	7	0	60
7	R&Z / Thayner Towing	37	8	6	5	56
8	ATR Towing	36	8	7	5	56
9	Toni's Towing	28	7	2	0	37

Recommendation: Approval.

Department: Police
 Submitted by: J. Eric Bunderson, Chief Colleen Jacobs, and Sgt. Pete Valencia
 Date:



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
STAUFFER’S ROAD SOLUTIONS, LLC TO PROVIDE
CERTAIN TOWING AND ADDITIONAL RELATED
SERVICES.**

WHEREAS, West Valley City solicited proposals in accordance with state law to provide certain towing and additional related services (the “Project”); and

WHEREAS, Stauffer’s Road Solutions, LLC (hereinafter, “Contractor”) submitted the highest scoring responsive and responsible proposal; and

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

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

1. The contract is hereby awarded to Contractor.
2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, the attached Towing Services Agreement and any other documents necessary to obtain said services, subject to approval of the final form of the documents by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

TOWING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2026, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Stauffer's Road Solutions, LLC (hereinafter, "Contractor"), a Delaware limited liability company, 2005 East 2700 South, Suite 200, Salt Lake City, Utah 84109. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires non-preference, non-consent, and other towing services (the "Work"); and

WHEREAS, the City sought proposals from qualified providers to perform said Work; and

WHEREAS, the City has determined that Contractor submitted the highest scoring proposal; and

WHEREAS, the City desires to retain Contractor's services for the purposes described above.

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

AGREEMENT:

1. **Contractor's Services.** Contractor shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Contractor shall meet all requirements set forth in the Request for Proposals, incorporated herein as Exhibit "B".
2. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Work, whether or not those services are individually expressed in this Agreement.
3. **Additional Services; No Guarantee of Work.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City. Contractor acknowledges that this Agreement does not guarantee any amount of Work or number of calls for service. Contractor further acknowledges that the City retains the right to retain other contractors or use City employees to perform the services described herein.

4. **Compensation.** Contractor shall charge for services according to Contractor's fee schedule submitted with Contractor's proposal, incorporated herein as Exhibit "C". Contractor acknowledges that vehicle owners are responsible for the cost of services. Contractor further acknowledges that the City shall not be responsible for billing, collecting, or paying for services and that Contractor shall seek payment only from vehicle owners.
5. **Termination.** Either Party may terminate this Agreement without cause by providing at least ninety days' (but no more than 120 days') written notice to the other Party.
6. **Term.** Unless terminated in accordance with Section 5 above, this Agreement shall remain in effect for one year from the date of execution. The Agreement shall automatically renew for additional one year terms unless either Party provides sixty days' written notice of nonrenewal prior to the expiration of the initial term or the renewal term.
7. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

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

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

If to Contractor: Stauffer's Road Solutions, LLC
 2005 East 2700 South, Suite 200
 Salt Lake City, Utah 84109

2819W Andrew Ave
SLC, UT 84104

8. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any

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

9. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.
10. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend (to the extent covered by general liability insurance required by this agreement), and hold the City harmless from and against any and all third-party claims, and the resulting costs, lawsuits, damages, and expenses, including court costs and reasonable attorney's fees, by reason of any claim and/or liability to the extent any such action imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) is caused by the negligent performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each subcontractor retained by Contractor with respect to the Work an indemnity agreement in favor of the City to the same extent and form as this Section.
11. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
 - A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$1,000,000, annual aggregate: \$4,000,000. If CGL is provided on a

claims-made basis, Contractor shall retain said insurance for a minimum of four years following the termination of this Agreement.

- B. Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$4,000,000, with a minimum per-person limit of \$1,000,000 and a minimum property damage limit per occurrence of \$500,000.
 - C. Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. Commercial Automobile Liability Insurance.** In an amount not less than \$4,000,000, with a minimum per-person limit of \$1,000,000 and a minimum property damage limit per occurrence of \$500,000.
 - E. Subcontractors.** Contractor shall require that any and all subcontractors engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
 - F. Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for Worker's Compensation, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
- 12. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party. Contractor may retain subcontractors to assist in performing the Work with the advance consent of the City.

13. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.
14. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
15. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
18. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.
19. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
20. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

21. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
22. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
23. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

WEST VALLEY CITY

Mayor

ATTEST:

APPROVED

By J. Eric Bunderson at 2:07 pm, Aug 11, 2026

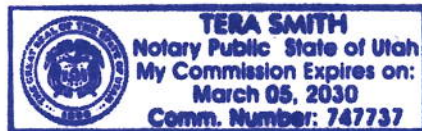
City Recorder

CONTRACTOR

Stephen Morris
By: _____
Its: _____

State of Utah)
County of Salt Lake) :SS

On this 22nd day of JULY, 20 26, personally
appeared before me Stephen Edward Morris [name of person(s)],
whose identity is personally known to me or proved to me on the basis of satisfactory evidence,
and who affirmed that he/she is the General Manager [title], of
Stauffer's Road Solutions, LLC and that this Professional Services Agreement was signed by
him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of
its members, and he/she acknowledged to me that said entity executed the same.



T Smith
Notary Public

EXHIBIT A SCOPE OF WORK

Towing Services

- A. Contractor must be able to provide vehicle towing, impound, and storage services as requested by the City ("Towing Services"). Towing Services shall include:
 - i. towing and clean up for vehicle accidents where the vehicle owner has not expressed a preference of a tow operator,
 - ii. towing vehicles for parking violations,
 - iii. towing vehicles for City code violations,
 - iv. towing and disposing of abandoned vehicles,
 - v. providing evidence tows,
 - vi. providing safekeep requests,
 - vii. conducting recovery operations; and
 - viii. providing other City-related tows as needed, including RVs, trailers, and vessels.
- B. Contractor must respond to all calls from the West Valley City Police Department (and designees) for towing services and cooperate fully and completely with City personnel.
- C. Contractor's employees must have sufficient training and experience to safely provide Towing Services.
- D. Contractor must be capable of servicing approximately 5,000 police generated tows annually.
- E. Provide a tow truck that is always within a three-mile radius of West Valley City for rapid response.
- F. Contractor must be able to respond to all calls with the appropriate equipment and the resources to tow all vehicles (Light, Medium, and Heavy as outlined in Utah Administrative Code R909-19).
- G. The Contractor shall only provide those services that are necessary or requested. Upon request or referral of the City, Contractor shall provide lockout, spare tire change, or jump-start services to citizens for a \$40.00 fee.
- H. All work must meet current industry standards including all Federal, State and local rules and regulations. Contractor shall retain records and documentation demonstrating compliance with federal, state, and local laws and shall make said records available upon request.

Equipment

- A. Contractor must maintain a minimum of one wrecker, with at least one tow truck equipped with a dolly. Each wrecker must be equipped with all equipment required by

- UDOT and by the West Valley City Police Department. All equipment must be available for inspection by City representatives upon request.
- B. Contractor must have the resources available to tow all vehicles. Such resources include having the following trucks in Contractor's fleet:
- i. a boom truck,
 - ii. a roll off truck,
 - iii. a large semi-sized truck,
 - iv. at least one light duty truck with four-wheel drive capability and equipment for snow issues,
 - v. several light to medium duty wreckers,
 - vi. access to at least two heavy wreckers (25-ton capacity), and
 - vii. a State Tax capable truck.
- C. All trucks responding to City calls for service shall have the following:
- i. current DOT inspection
 - ii. current insurance
 - iii. proper tools

Contractor Availability and Response Capabilities

- A. Contractor shall be available 24 hours a day, 7 days a week.
- B. When requested by the City to tow and/or store a vehicle, Contractor's trucks shall respond within a maximum 20-minute time frame (except for heavy duty tows), unless otherwise excused by the City because of inclement weather, unusual traffic conditions, or excessive distance.
- C. Contractor must have the ability to respond to multiple accidents at once.
- D. Contractor must have the ability to respond to multi-vehicle incidents.
- E. Contractor must prioritize City calls to provide service pursuant to their proposal above private calls for service or tow rotation calls.
- F. Contractor must accept all calls for service with no exceptions or denials of any type.
- G. Contractor will scrap and/or dispose of abandoned RVs once it obtains title to the vehicle.
- H. Contractor must send two trucks or operators to each vehicle accident with one operator available to tow and the other available to complete the clean-up of the accident scene.

- I. Contractor must maintain complete and accurate records of all tows (to include those yards to which vehicles were towed) and shall provide the records to the City upon request.

Contractor Customer Service

- A. Contractor shall maintain a centralized location for customer service inquiries of all vehicles towed that is open 24 hours a day, 7 days a week.
- B. Contractor shall provide vehicle owners with access to vehicles towed on a 24 hour, 7 days a week basis.
- C. Contractor must provide 24 hour access for redemption and inspection of vehicles at a nominal or no cost.
- D. The tow company must be able to complete "tow tickets" for each call. Tickets must include the following information:
 - i. A brief but complete description of additional damage to vehicles or property (if applicable);
 - ii. Time, date, and origin of the call;
 - iii. Vehicle owner name and name of individual placing the initial call;
- E. Name of wrecker operator;
- F. Reason for City impound of a vehicle, if applicable;
- G. Destination of towed vehicle;
- H. Signature of individual taking delivery at the destination;
- I. West Valley City Police case number, if known and applicable; and
- J. Notification of West Valley City Police Department in writing within 24 hours of all vehicles designated "hold for detectives".
- K. If the Owner is requesting a release of a vehicle or access to the vehicle to obtain life essential property as defined in R909-19-3, the Company shall make personnel available to release the vehicle or provide access to the vehicle within two hours of when the Owner makes the request. Any fee for retrievals made other than during regular business hours shall be reasonable and shall comply with any applicable statute or rule.

Contractor Storage

- A. Contractor must maintain in West Valley City limits a State Tax approved storage area and a secure area for seized items or vehicles.
- B. Contractor shall ensure that all vehicles stored in their yards are safe from theft or vandalism.
- C. Contractor must assume all responsibility for damages to vehicles or property during the towing or impound process and while the vehicles are in storage, including but not limited to missing, lost, or stolen property.
- D. Contractor must provide a secure storage area for personal belongings removed from towed vehicles.

EXHIBIT B
REQUEST FOR PROPOSALS

Request for Proposals
West Valley City Police Department
TOWING SERVICE PROVIDER

I. Summary

West Valley City (“the City”) is requesting proposals from qualified individuals or firms (“Providers” or “Responders”) to provide non-preference towing, impound, and storage services for the West Valley City Police Department and other City departments. While this RFP seeks a provider that can accommodate most or all non-preference tows required by the City, the resulting contract(s) will be non-exclusive, and the City reserves the right, at its sole discretion, to enter into agreements with more than one provider.

Responders to this request for proposals are to review the criteria described in this request and submit a proposal that matches those criteria as closely as possible. All Responders must follow the requirements listed herein, have a valid business license, and submit proof of insurance if required. Failure to follow any requirement of this request may result in rejection of a proposal.

Any questions should be directed to the Towing Coordinator at 801-965-5174 or towingcoordinator@wvc-ut.gov.

II. Submission Requirements

Proposals must be received no later than **3:00 P.M. local prevailing time**, as conclusively established by the clock on <https://utah.bonfirehub.com>, on **June 4, 2026**. All proposals shall be submitted through Bonfire and alternative methods of submission shall not be accepted. Proposals shall reflect the best and most current information and offer.

All proposals must be signed by an authorized representative of the Responder. The signature on the proposal signifies the Responder’s intent to comply with the terms, specifications, and conditions set forth in this request, unless specific exceptions are explicitly noted on the face of the proposal.

The City reserves the right to reject any or all proposals; waive any informality or technicality in the City’s sole discretion; and accept any proposal deemed to be in the best interests of the City.

III. Intent of Request for Proposal

The intent of this Request for Proposal is to generally set forth the minimum acceptable requirements for the proposals to be submitted herein. It is the intent of the City to choose a proposal based on compliance with the terms of this request. The City may choose all, part, or none of the proposals. The successful Responder shall enter into a contract with the City with specific terms and conditions.

It is the City’s goal to contract with a provider that meets all requirements for rapid response, professional equipment, and secure storage to ensure the safety and convenience of its citizens.

IV. Description of Services and/or Products Required

All proposals must explain how the proposal provides each of these products. Please be clear and concise in explaining how your proposal meets these requirements.

Each Provider responding to this RFP must be able to meet the following requirements:

Towing Services:

- A. Provider must be able to provide vehicle towing, impound, and storage services as requested by the City (“Towing Services”). Towing Services shall include:
 - i. towing and clean up for vehicle accidents where the vehicle owner has not expressed a preference of a tow operator,
 - ii. towing vehicles for parking violations,
 - iii. towing vehicles for City code violations,
 - iv. towing and disposing of abandoned vehicles,
 - v. providing evidence tows,
 - vi. providing safekeep requests,
 - vii. conducting recovery operations¹; and
 - viii. providing other City-related tows as needed, including RVs, trailers, and vessels.
- B. Provider must respond to all calls from the West Valley City Police Department (and designees) for towing services and cooperate fully and completely with City personnel.
- C. Provider’s employees must have sufficient training and experience to safely provide Towing Services.
- D. Provider must be capable of servicing approximately 5,000 police generated tows annually.

¹ “Recovery operations” are defined in H.B. 336 as “the specialized process of extracting or stabilizing a disabled, damaged, or overturned vehicle that: (i) cannot move under the vehicle's own power; (ii) cannot be accessed by a standard tow truck; or (iii) requires procedures that involve hazard, instability, or environmental complexity.” It also includes “the process of extracting or stabilizing a damaged vehicle in an unstable position that could be hazardous to another vehicle, an individual, or the environment, including a vehicle: (i) that is overturned; (ii) in a ditch or ravine; (iii) immobilized in mud, sand, snow, or other challenging terrain; or (iv) partially or fully submerged in water.”

- E. Provide a tow truck that is always within a three-mile radius of West Valley City for rapid response.
- F. Provider must be able to respond to all calls with the appropriate equipment and the resources to tow all vehicles (Light, Medium, and Heavy as outlined in Utah Administrative Code R909-19).
- G. The Provider shall only provide those services that are necessary or requested.
- H. All work must meet current industry standards including all Federal, State and local rules and regulations.

Equipment:

- I. Provider must maintain a minimum of one wrecker, with at least one tow truck equipped with a dolly. Each wrecker must be equipped with all equipment required by UDOT and by the West Valley City Police Department. All equipment must be available for inspection by City representatives upon request.
- J. Provider must have the resources available to tow all vehicles. Such resources include having the following trucks in provider's fleet:
 - i. a boom truck,
 - ii. a roll off truck,
 - iii. a large semi-sized truck,
 - iv. at least one light duty truck with four-wheel drive capability and equipment for snow issues,
 - v. several light to medium duty wreckers,
 - vi. access to at least two heavy wreckers (25-ton capacity), and
 - vii. a State Tax capable truck.
- K. All trucks responding to City calls for service shall have the following:
 - i. current DOT inspection
 - ii. current insurance
 - iii. proper tools

Provider Availability and Response Capabilities:

- L. Provider shall be available 24 hours a day, 7 days a week.
- M. When requested by the City to tow and/or store a vehicle, provider's trucks shall respond within a maximum 20-minute time frame (except for heavy duty tows), unless otherwise excused by the City because of inclement weather, unusual traffic conditions, or excessive distance.
- N. Provider must have the ability to respond to multiple accidents at once.
- O. Provider must have the ability to respond to multi-vehicle incidents.
- P. Provider must prioritize City calls to provide service pursuant to their proposal above private calls for service or tow rotation calls.
- Q. Provider must accept all calls for service with no exceptions or denials of any type.
- R. Provider will scrap and/or dispose of abandoned RVs once it obtains title to the vehicle.
- S. Provider must send two trucks or operators to each vehicle accident with one operator available to tow and the other available to complete the clean-up of the accident scene.
- T. Provider must maintain complete and accurate records of all tows (to include those yards to which vehicles were towed) and shall provide the records to the West Valley City Police Department upon request.

Provider Customer Service:

- U. Provider shall maintain a centralized location for customer service inquiries of all vehicles towed that is open 24 hours a day, 7 days a week.
- V. Provider shall provide vehicle owners with access to vehicles towed on a 24 hour, 7 days a week basis.
- W. Provider must provide 24 hour access for redemption and inspection of vehicles at a nominal or no cost.
- X. The tow company must be able to complete "tow tickets" for each call. Tickets must include the following information:
 - i. A brief but complete description of additional damage to vehicles or property (if applicable);
 - ii. Time, date, and origin of the call;
 - iii. Vehicle owner name and name of individual placing the initial call;

- iv. Name of wrecker operator;
 - v. Reason for City impound of a vehicle, if applicable;
 - vi. Destination of towed vehicle;
 - vii. Signature of individual taking delivery at the destination;
 - viii. West Valley City Police case number, if known and applicable; and
 - ix. Notification of West Valley City Police Department in writing within 24 hours of all vehicles designated “hold for detectives”.
- Y. If the Owner is requesting a release of a vehicle or access to the vehicle to obtain life essential property as defined in R909-19-3, the Company shall make personnel available to release the vehicle or provide access to the vehicle within two hours of when the Owner makes the request. Any fee for retrievals made other than during regular business hours shall be reasonable and shall comply with any applicable statute or rule.

Provider Storage

- Z. Provider must maintain in West Valley City limits a State Tax approved storage area and a secure area for seized items or vehicles.
- AA. Provider shall ensure that all vehicles stored in their yards are safe from theft or vandalism.
- BB. Provider must assume all responsibility for damages to vehicles or property during the towing or impound process and while the vehicles are in storage, including but not limited to missing, lost, or stolen property.
- CC. Provider must provide a secure storage area for personal belongings removed from towed vehicles

Licensing, Insurance, and Liability

- DD. Provider shall provide records and documentation demonstrating compliance with all applicable Utah State laws, including but not limited to Provider’s business license.
- EE. Provider shall maintain the following minimum insurance during its contract with the City, at the Provider’s sole expense:

- i. Commercial General Liability (CGL) insurance, with contractual liability coverage to cover Provider's obligations under the indemnification provision of this agreement, in the amount of \$1,000,000 per occurrence with a \$4,000,000 general policy aggregate and \$1,000,000 Products and Completed Operations policy aggregate. The policy shall protect Provider and the City under the contractual liability coverage from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Provider's operations under this agreement. If the CGL coverage is provided on a claims-made basis, Provider shall maintain such policy of insurance for no less than four years after termination of this agreement.
- ii. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- iii. Commercial Automobile Liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$4,000,000 per accident, and \$500,000 per occurrence for property damage.

FF. The Provider shall submit a certificate of insurance showing West Valley City Police Department as a certificate holder, with West Valley City Police Department's name, address, city, state and zip code. In addition, the insurance policy shall be written with West Valley City as an additional insured. The policy and insurance certificate shall list the following verbiage.

"WEST VALLEY CITY AND ITS EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, VOLUNTEERS AND ASSIGNS ARE ADDED AS AN ADDITIONAL INSURED FOR WEST VALLEY CITY TOW AGREEMENT".

GG. The certificate of insurance shall follow the requirements of Utah administrative rule R909-19-5 as follows:

- i. Tow Truck Motor Carriers performing emergency moves shall maintain liability insurance coverage of at least \$750,000 per occurrence. Tow Truck Motor Carriers performing non-emergency moves shall maintain liability insurance coverage of at least \$1,000,000 per occurrence.
- ii. All Tow Truck Motor Carriers performing consent or non-consent tows are required to obtain a MCS-90 endorsement for environmental restorations as required in 49 CFR Part 387- Minimum Levels of Financial Responsibilities for Motor Carriers.

- iii. Evidence of required insurance shall be maintained at the principal place of business and made available to the department and/or Investigator upon request and prior to issuance of the Tow Truck Motor Carrier certification.

**(CHECK YOUR CERTIFICATES BEFORE SUBMITTING THEM.
INCOMPLETE OR IMPROPERLY FILLED OUT INSURANCE
CERTIFICATES WILL BE DECLINED)**

- HH. Certificate of Workers Compensation Insurance showing West Valley City Police Department as a certificate holder (same as above). The exclusion waiver endorsement; a statement you do not want worker's compensation on yourself and that you have no employees isn't acceptable.

II. Fees and Claims

- JJ. Upon request or referral of the City, Provider will offer lock-out, spare tire-change, or jump-start services to citizens for a \$40.00 fee.
- KK. Provider will perform tows of City-owned vehicles at its customary private tow rate.

LL. Additional Information to Include in Proposal

In addition to providing a response to the requirements of Section IV, each proposal must include the following

A. Provider Information:

- i. Name, address, email, and telephone number of the Provider submitting the proposal.
- ii. The name and contact information of the person designated as the Provider's representative.
- iii. The names of all employees and a copy of a recent background check report for each employee.
- iv. A description of the Provider's experience and capability to fulfill a contract if awarded.

B. A copy of the Provider's fee schedule, using Appendix A as a template.

- C. A copy of the Provider's business license for place of business and for each yard, or receipt (if license has not yet been received), showing that Provider is licensed as a towing provider and has paid all applicable regulatory fees.

- D. Any other records and documentation demonstrating compliance with all applicable Utah State laws, including Utah Department of Transportation certifications of drivers, vehicles, and the Provider.
- E. Provide the following information for all vehicles that satisfy the requirements of Section IV:
 - i. Current DOT inspection,
 - ii. Current insurance, and
 - iii. A list of tools on the truck.
- F. Proof of insurance coverage required in Section IV.
- G. A list of three references.

The City reserves the right to request clarification of submitted information and to request additional information from any Provider.

V. Criteria for Proposal Evaluation

Only proposals submitted by responsible Providers as defined by the City Code will be considered. Proposals will be evaluated according to the following criteria. Proposals will be scored in each area, with the score given the weight indicated below.

- Ability to meet or exceed the requirements in Section IV (70%)
- Qualifications & expertise of company and staff (15%)
- Reasonableness of fees (10%)
- References (5%)

VI. Other Important Information

The City reserves the right to, in its sole discretion, reject any and all responses to this Request for Proposals. The City reserves the right to, in its sole discretion, waive any requirement set forth in this Request for Proposals. The City reserves the right to, in its sole discretion, cancel this Request for Proposals. The City reserves the right to, in its sole discretion, negotiate with Responders prior to final award.

Response to this Request for Proposals is at the Responder's sole risk and expense. The City anticipates selecting one of the Responders, but there is no guarantee that any responding proposal will be selected.

It is the City's policy to encourage equal opportunity in the award of contracts. The City endeavors to do business with Responders that share the City's commitment to equal opportunity and will not do business with any individual or entity that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. The City appreciates in advance the efforts that Responders will make and looks forward to participating with responders in the selection process.

All responses to this Request for Proposals are subject to the Governmental Records Access Management Act ("GRAMA").

APPENDIX A

FEE SCHEDULE

FOR ALL WEST VALLEY CITY REQUEST AND WEST VALLEY CITY VEHICLES

TOWING AND STORAGE COSTS

Tow Truck Class A & B Maximum hourly rate inclusive of all services \$ _____

Tow Truck Class C Maximum hourly rate inclusive of all services \$ _____

Tow Truck Class D Maximum hourly rate inclusive of all services \$ _____

Cost or response without towing (jump start, gas delivery, tire change, material at cost) \$ _____

Extra labor when required will be charged at an hourly per person rate of \$ _____

Cars and Pickups. Outside (per unit) \$ _____ Inside (per unit) \$ _____

Semi Tractors/Trailers Outside (per unit) \$ _____ Inside (per unit) \$ _____

Release of vehicle or property at times other than regular business hours . . . \$ _____

Note: Inside storage applies only when requested by vehicle owner/operator or law enforcement officer.

Note: Storage fees do not apply for any impounds for which the City will be paying.

WEST VALLEY CITY VEHICLE TOWING COST

Tow Truck Class A & B Maximum rate inclusive of all services \$ _____

Tow Truck Class C Maximum rate inclusive of all services \$ _____

Tow Truck Class D Maximum rate inclusive of all services \$ _____

Cost or response without towing (jump start, gas delivery, tire change, material at cost) \$ _____

Outside Salt Lake County with vehicle loaded \$ _____ per mile (one way only)

Private tow rate \$ _____

EXHIBIT C
FEE SCHEDULE

APPENDIX A

FEE SCHEDULE

FOR ALL WEST VALLEY CITY REQUEST AND WEST VALLEY CITY VEHICLES

TOWING AND STORAGE COSTS

Tow Truck Class A & B Maximum hourly rate inclusive of all services \$ 435

Tow Truck Class C Maximum hourly rate inclusive of all services \$ 352

Tow Truck Class D Maximum hourly rate inclusive of all services \$ 211

Cost or response without towing (jump start, gas delivery, tire change, material at cost) \$ 40

Extra labor when required will be charged at an hourly per person rate of \$ 150

Cars and Pickups. Outside (per unit) \$ 42 Inside (per unit) \$ 47

Semi Tractors/Trailers Outside (per unit) \$ 63 Inside (per unit) \$ 90

Release of vehicle or property at times other than regular business hours . . . \$ 75 Note:

Inside storage applies only when requested by vehicle owner/operator or law enforcement officer.

Note: Storage fees do not apply for any impounds for which the City will be paying.

WEST VALLEY CITY VEHICLE TOWING COST

Tow Truck Class A & B Maximum rate inclusive of all services \$ 0

Tow Truck Class C Maximum rate inclusive of all services \$ 0

Tow Truck Class D Maximum rate inclusive of all services \$ 0

Cost or response without towing (jump start, gas delivery, tire change, material at cost) \$ 0

Outside Salt Lake County with vehicle loaded \$ 0 per mile (one way only) Private

tow rate \$ 0



WEST VALLEY CITY

www.wvc-ut.gov

TOW CONTRACT 2026

Stauffer's Road Solutions, LLC

Tow Contract

- RFP for single source tow provider

Rank	Vendor	Section IV /70	Qualifications /15	Fees /10	References /5	Total /100
1	Stauffer's Road Solutions	55	13	7	5	80
2	CN Towing & Recovery	52	12	8	0	72
3	Ogden Auto Towing	48	10	9	5	72
4	Cal Brown Towing	47	11	8	5	71
5	Mountain West Towing	45	11	6	5	67
6	4th Generation Towing	42	11	7	0	60
7	R&Z / Thayner Towing	37	8	6	5	56
8	ATR Towing	36	8	7	5	56
9	Toni's Towing	28	7	2	0	37



West Valley City Issue Paper

City Council Review

Description: Development Agreement with Moore Homes, LC

Fiscal Impact: \$0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

A resolution authorizing the City to enter into a development agreement with Moore Homes, LC.

Summary:

This resolution authorizes a development agreement between the City and Moore Homes, LC to establish minimum standards for a residential development at 7147 West Parkway Blvd.

Background:

Back in 2021, the City entered into a development agreement with Moore Homes, LC as part of an approved General Plan/zone change application for a senior condo development on 6.72 acres at 7147 West Parkway Blvd. Randy Moore with Moore Homes, LC is now requesting to replace the agreement from 2021 to build single family detached homes instead of attached senior condos.

The table below compares the approved project from 2021 with the proposed project.

Approved Project from 2021	Proposed Project
43 attached, senior condos	40 detached homes
6.4 units/acre	6.0 units/acre
1,520 sq. ft. minimum unit size	2,400 sq. ft. minimum unit size
No basements	Basements (soils permitting)
1-story w/ optional bonus room above garage	2-story
Private streets	Public streets
Private patios	Private patios, porches, and yards
11 visitor parking spaces	22 visitor parking spaces
No rental restrictions	Rental restrictions

Recommendation:

City staff recommends approval to the City Council.

Department: Community Development
Submitted by: Steve Pastorik
Date: 8/10/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH MOORE HOMES, LC
FOR APPROXIMATELY 6.72 ACRES OF PROPERTY LOCATED
AT APPROXIMATELY 7147 WEST PARKWAY BLVD.**

WHEREAS, Moore Homes, LC (herein “Developer”) owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the “Project”); and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Moore Homes, LC, a Utah limited liability company, (herein “Developer”) for the land to be included in or affected by the project located at approximately 7147 West Parkway Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 6.72 acres of real property located at approximately 7147 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new residential development (the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

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

Agreement supersedes and replaces the Development Agreement dated July 6, 2021. Exhibits “A”, “B”, and “C” are hereby incorporated into this Agreement.

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

TO DEVELOPER:

Moore Homes, LC
Attn: Randy Moore
9691 South Granite Woods Circle
Sandy, UT 84092

TO CITY:

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

WITH A COPY TO:

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

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By: _____

Its: _____

State of _____)

:ss

County of _____)

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

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Parcel #: 14-27-101-001

Parcel A, Sugar Plum Farms Plat 1

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of dwelling units shall be forty (40).

Unit Standards

2. The minimum finished, above-grade, habitable floor area for each home shall be 2,400 square feet excluding the garage.
3. All homes shall include a basement unless soil conditions preclude basements, as determined by a geotechnical soils report. No basement walkouts shall be allowed until after a certificate of occupancy has been issued.
4. All homes shall include a two-car garage. The minimum interior dimensions of each garage shall be twenty feet by twenty feet (20' × 20').
5. All dwelling units shall be single-family detached homes.
6. The minimum required setbacks shall be 15 feet for the rear yard, 5 feet for side yards, 20 feet for the front yard for the garage, and 15 feet for the front yard for the non-garage portion of the house.
7. Accessory dwelling units shall not be allowed within the homes.
8. Each unit shall include a covered front porch of at least 60 square feet in size and a rear patio of at least 60 square feet in size.

Architectural Standards

9. Each home shall have a roof with a minimum pitch of 6:12, except for minor architectural features where a lesser pitch is necessary.
10. A minimum of twenty percent (20%) of each home's exterior front and sides façade shall consist of brick or stone. The remaining exterior façade shall consist of fiber cement siding.
11. At least two (2) different floor plans with at least three (3) alternative front elevations for each floor plan shall be developed and constructed throughout the project. All alternative front elevations shall be reviewed and approved by the Planning Commission prior to the issuance of any building permit.
12. For one of the floor plans required for item 11 above, the front elevations in Exhibit C shall be used for two (2) of the three (3) required alternative front elevations. Other alternative front elevations submitted to the Planning Commission for approval shall incorporate similar characteristics including trim around windows and doors, comparable roof pitches, four or more windows, two or more gables, a front porch, window grids, building relief, and roofline variation.
13. Homes with the same front elevation shall not be built next to each other.

Interior Standards

14. All homes shall include the following interior finishes and features:
 - a. ENERGY STAR® stainless-steel appliances, including a range, range hood, dishwasher, and microwave.
 - b. A tankless water heater.
 - c. A 95% efficient or higher heating and cooling system.
 - d. Granite, quartz, or an equivalent solid-surface kitchen countertop.

Project Amenities and Site Improvements

14. All streets within the Project shall be public. Public rights-of-way shall have a minimum width of fifty-four feet (54') to accommodate park strips and sidewalks on both sides of the street.
15. Perimeter fencing shall consist of:
 - a. A four- to six-foot-tall (4'-6') vinyl or composite fence along the south property boundaries where fencing can be installed without conflicting with homes and in compliance with the West Valley City fencing ordinance; and
 - b. A 6'-foot vinyl fence along the east boundary.
 - c. A six-foot-tall (6') precast concrete fence along the north and west property boundaries. The color and style of the precast concrete fencing shall be determined by the City during the subdivision review process.
16. An entry feature shall be installed along Antelope Drive. The design and details of the entry feature shall be determined during the subdivision review process.
17. Front yard landscaping shall be installed by the Developer and maintained by the homeowner's association. Front yard landscaping shall meet the requirements outlined in Section 7-11-205 of the West Valley City Zoning Ordinance. A landscape plan for front yards and common areas shall be submitted with the subdivision application for review by the Planning Commission.
18. The existing 5' wide sidewalk along 7200 West shall be widened to 8' wide.
19. A 5' landscaped space shall be installed between the sidewalk and the precast concrete wall along 7200 West and Parkway Boulevard.
20. Project amenities shall include a pavilion with picnic tables and a playground located within the central common area of the development.
21. The City may hold the building permits for the last 4 homes until all of the required improvements (curb, gutter, sidewalk, street paving, ADA ramps, survey monuments, street lights, fencing, common area landscaping, amenities, etc.) are installed.
22. At least 22 visitor parking stalls shall be provided.
23. No more than 30% of all housing units in the Project may be used as rentals. At least 70% of the housing units in the Project shall be owner-occupied. These rental restrictions shall be set forth clearly in the recorded covenants and shall be enforced by the homeowner's association of the Project.
24. No more than four (4) unrelated persons can live in a single home. This limitation shall also be set forth clearly in the recorded covenants and shall be enforced by the homeowner's association of the Project.

EXHIBIT C



EXHIBIT C



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 6 day of JULY, 2021, by and between Moore Homes, LC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 7147 West Parkway Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 6.72 acres of real property located at approximately 7147 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

TO DEVELOPER: Moore Homes, LC
Attn: Randy Moore
9691 South Granite Woods Circle
Sandy, UT 84092

TO CITY: West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

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

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

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

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



WEST VALLEY CITY

Ron Bigelow
MAYOR

ATTEST:

Muhala Cama
CITY RECORDER

APPROVED AS TO FORM WVC Attorney's Office
By: <u>BH</u>
Date: <u>7/8/21</u>

DEVELOPER

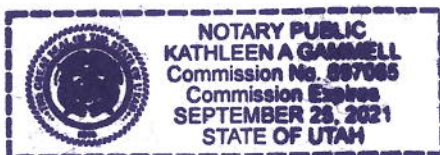
By: [Signature]

Its: Manager

State of Utah

County of Salt Lake :SS

On this 7 day of July, 2021, personally appeared before me Randall James Moore, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the Manager of Moore Homes, LC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.



K. Gammell
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-27-101-001

Parcel A, Sugar Plum Farms Plat 1

EXHIBIT B
DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of dwelling units shall be 43. The development shall be platted with individual lots for each unit and common areas for the remaining property.
2. As proposed by the applicant, the development shall be age restricted where at least 80% of the units shall have at least one resident that is 55 years old or older.

Unit Sizes

3. The minimum size for any unit shall be 1,520 finished square feet above grade excluding the garage and bonus area.

Architecture

4. Each unit shall be constructed substantially like the renderings in Exhibit C. All requirements in the "Other Standards" section of Exhibit B shall be met. This means that the renderings in Exhibit C may need to be revised to meet these standards.
5. Exterior materials shall include fiber cement siding, stucco, and brick or stone. Brick or stone shall be used on at least 20% of all building exteriors. Fiber cement shall include a mix of bat and board, shingle, and horizontal siding of varying colors and textures. No single material shall be used on more than 60% of any building exterior.
6. Each unit shall a patio area of at least 60 square feet in size.
7. There shall be different architectural items, material use, and color schemes to vary from each unit to provide individuality to each unit.
8. Each unit shall have a 2-car garage. Garages shall be offset from each other.
9. Each unit shall have a concrete precast address block.
10. Roofing shall be of an architectural grade/asphalt shingle material with a minimum of roof pitch of 6/12.
11. Standard features shall include two tone paint, solid surface quartz/Granite countertops in kitchen and baths, and craftsman style doors and trim.
12. Furnace heating shall have a minimum of 95% AFUE efficiency rating.
13. Air conditioners shall have a minimum SEER rating of 16.
14. Water heaters shall be quick recovery Ultra Low Nox direct vent 50-gallon Energy Star rated.
15. Optional features shall include walk-in tub/shower, bonus rooms on some floor plans, and fireplaces.

Project Amenities

16. Precast solid concrete fencing shall be installed on 7200 West and Parkway Blvd. The color and style of the precast concrete fencing along Parkway Blvd. and 7200 West shall be determined by the City during the subdivision review process.

17. A 6' tall vinyl fence shall be installed along the east property line. A 2-rail vinyl fence shall be installed along the south property line.
18. A covered pavilion and pickleball court shall be provided.
19. At least 11 visitor parking stalls shall be provided.
20. Each unit shall have a driveway deep enough to park 2 vehicles on.
21. An entry monument and landscaped entry shall be provided at the entrances on Parkway Blvd. and Antelope Road.
22. Street lighting shall be provided.
23. Sidewalks shall be installed on one side of all private streets.

Other Improvements

24. The existing 5' wide sidewalk along 7200 W shall be widened to 8' wide.
25. A 5' landscaped space shall be included between the sidewalk and the proposed precast walls along both Parkway Blvd. and 7200 West. The composition of the landscaping shall be determined during the subdivision review process.
26. No driveway or street access shall be allowed onto Antelope Road.
27. Upon completion of all of the on-site improvements, the Developer shall provide a letter to the City from an independent engineering firm which certifies that all of the on-site improvements are completed as shown on the plans approved by the City. For the purposes of this provision, on-site improvements shall include landscaping, irrigation, private streets, sidewalks, parking, lighting, entrance features, fencing, sports court, and any other outdoor recreational amenity.

Other Standards

PEDESTRIAN ACCESS AND CIRCULATION.

The Developer shall submit a detailed pedestrian circulation plan with all Development applications that demonstrates compliance with the following guidelines and standards:

- (1) *Required pedestrian connections.* An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. The primary Entrance or Entrances to each residential Building, including clubhouses where applicable;
 - b. Any Sidewalks or walkways on adjacent properties that extend to the boundaries shared with the residential Development;
 - c. Any public Sidewalk system along the perimeter Streets adjacent to the residential Development;
 - d. Where applicable, adjacent Uses and Developments, including but not limited to adjacent residential Developments, Shopping Centers, office Buildings, or Restaurants; and
 - e. Where applicable, any adjacent Public Park, greenway, trail network, or other public or civic Use including but not limited to schools, places of worship, public recreational facilities, or government offices.

(2) *Pedestrian connections from Buildings to parking areas and amenities.* In addition to the connections required above, on-site pedestrian walkways shall connect each primary Entrance(s) of residential Buildings to:

- a. All parking areas or Parking Structures that serve such Buildings;
- b. Site amenities or Gathering Places; and
- c. *Transit stops and transit stations.* UTA shall be contacted by the Developer during the design process to identify existing and potential transit stops. These stops shall be incorporated into the Landscaping and circulation plans for the site. When recommended by City staff and UTA staff, a concrete pad shall be included for future transit stop improvements. The pad will measure a minimum of 6' x 20' with a minimum thickness of 8". All ADA requirements shall be met as part of the design.

(3) *Walkways Along Buildings.* Continuous pedestrian walkways no less than four feet (4') wide shall be provided along any Façade featuring an Entrance and along any Façade abutting resident or visitor parking areas. Pedestrian circulation shall not be obstructed.

(4) *Walkways Through Vehicle Areas.* At each point that the on-site pedestrian walkway system crosses a Parking Lot or internal Street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in elevation or paving materials distinguished by their color, texture, or height. A walkway through the Parking Lot connecting to a walkway(s) along an adjoining Building(s) shall be required and include a four feet (4') minimum Sidewalk and planting areas for a combined minimum width of nine (9) feet. The Planning Commission may consider a shared walkway through parking areas on two adjoining parcels.

(5) *Bicycle Racks.*

- a. Bicycle parking shall be provided at a ratio of one (1) space for every twenty (20) Dwelling Units.
- b. Bicycle parking shall not be located where it will obstruct pedestrian movement and circulation. It shall be located at a maximum distance of one-hundred (100) feet of a central Building Entrance or at least as close as the closest automobile space, excluding handicapped Parking Spaces.
- c. All bicycle racks, lockers, or other facilities shall be securely anchored to the ground or to the Structure.

GENERAL REQUIREMENTS.

All Developments with multi-unit residential Buildings shall meet the following standards:

- (1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.
- (2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.
- (3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.
- (4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments and/or other Building variations as determined by the Planning Commission.

- (5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.
- (6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.
- (7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit.
- (8) Each Dwelling Unit shall have its own kitchen and bathroom.
- (9) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

ASSESSMENT OF RELIEF, WINDOW, AND DESIGN TREATMENTS.

A Building relief treatment, window treatment or Building design treatment from the following three sections shall only be counted once when assessing compliance with the minimum number of treatments required.

BUILDING RELIEF TREATMENTS.

In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, Primary Façades shall include at least two of the following relief treatments. Two different relief treatments shall be utilized at least once per Dwelling Unit. Secondary Façades shall include at least one of the following relief treatments utilized at least once per two Dwelling Units, or once for a Secondary Façade with only one Dwelling Unit.

- (1) Bay windows
- (2) Box windows
- (3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'
- (4) Balconies, covered porches or prominent covered entryway
- (5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

WINDOW TREATMENTS.

Primary Façades shall include at least three of the following window treatments with at least two window treatments per window. All other Façades shall utilize at least two of the following window treatments, with at least one window treatment per window. At least 25% of the Primary Façade shall be Fenestration.

- (1) Varying the size and/or style of windows
- (2) Windows sills

- (3) Window grids
- (4) Window trim
- (5) Window headers
- (6) Window railing
- (7) Shutters
- (8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

BUILDING DESIGN TREATMENTS.

Primary Façades shall include at least two of the following Building design treatments.

Secondary Façades shall include at least one of the following Building design treatments:

- (1) Ornamental details such as Quoins, Knee Braces and exposed joists
- (2) A change of material applied to at least 20% of the Façade
- (3) A change of color applied to at least 20% of the Façade
- (4) Decorative Parapet
- (5) Architectural Banding
- (6) Cornice other than that at the top of the Building
- (7) A change of pattern applied to at least 20% of the Façade (Example: changing brick work from face brick to a Soldier Course or Basket Weave Brick Pattern.)
- (8) A distinguished upper floor for Buildings with at least four floors
- (9) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

GARAGE TREATMENTS.

- (1) No more than 50% of the first floor of the Primary Façade shall be devoted to garage doors or Carports. This percentage may be increased to a maximum of 60% for garage doors if: windows are used in the garage doors, the garages are recessed at least two feet from the rest of the Primary Façade or other enhancements are made to the garage doors. Examples of other enhancements include using decorative wood or breaking up the mass of two car garage doors by using two separate single car doors or by using panels or other treatments to make the door appear to be divided into two sections.
- (2) The color of garage doors shall be coordinated with the primary colors of the Buildings they serve.

ROOF TREATMENTS.

- (1) There shall be at least one roof articulation per Dwelling Unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips and dormers. Vertical or horizontal roof articulation is required on all primary and Secondary Façades with pitched roofs.
- (2) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a Parapet wall is provided to screen the units.
- (3) Gable ends must have a minimum 6-inch overhang at the eaves.

(4) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

FENCING.

Within the required setback along any property side adjacent to a Minor Street or Collector Street, solid visual barrier fencing cannot exceed two feet in height. Where a solid visual barrier Fence over two feet in height Fence is installed along a Major or Minor Arterial, the Fence must be setback at least ten feet from the public Sidewalk to allow space for Landscaping. The materials and design of a solid visual barrier Fence which is over two feet in height and placed within the required setback along a Major or Minor Arterial are subject to review by the Planning Commission to ensure compatibility with neighboring Uses.

EXHIBIT C



Parkway Villas

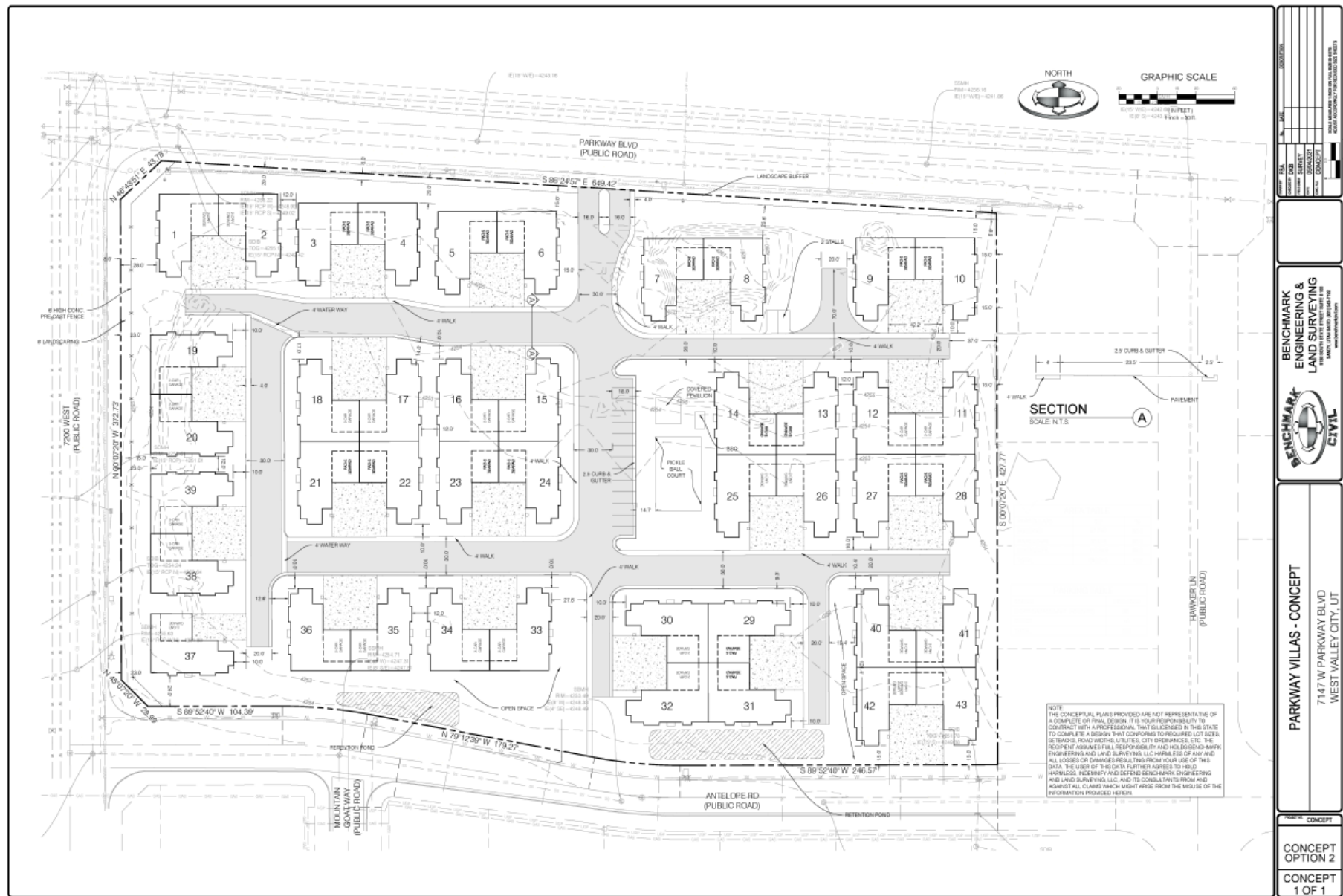


Parkway Villas

Development Agreement

- Applicant: Moore Homes, LC
- Location: 7147 West Parkway Blvd. on 6.72 acres
- Current Zoning: RM (Multiple Unit Dwelling Residential)
- Current General Plan Designation: Medium Density Residential (12 units/acre)
- Staff: Steve Pastorik





NO.	DESCRIPTION
1	CONCEPT
2	CONCEPT
3	CONCEPT
4	CONCEPT
5	CONCEPT
6	CONCEPT
7	CONCEPT
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37	CONCEPT
38	CONCEPT
39	CONCEPT
40	CONCEPT
41	CONCEPT
42	CONCEPT
43	CONCEPT

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ENGINEERING &
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LAND SURVEYING
7147 W PARKWAY BLVD
WEST VALLEY CITY, UT 84119
www.benchmarkcivil.com

PARKWAY VILLAS - CONCEPT
7147 W PARKWAY BLVD
WEST VALLEY CITY, UT

**CONCEPT
OPTION 2
CONCEPT
1 OF 1**





The ASPEN @ Parkway Villas

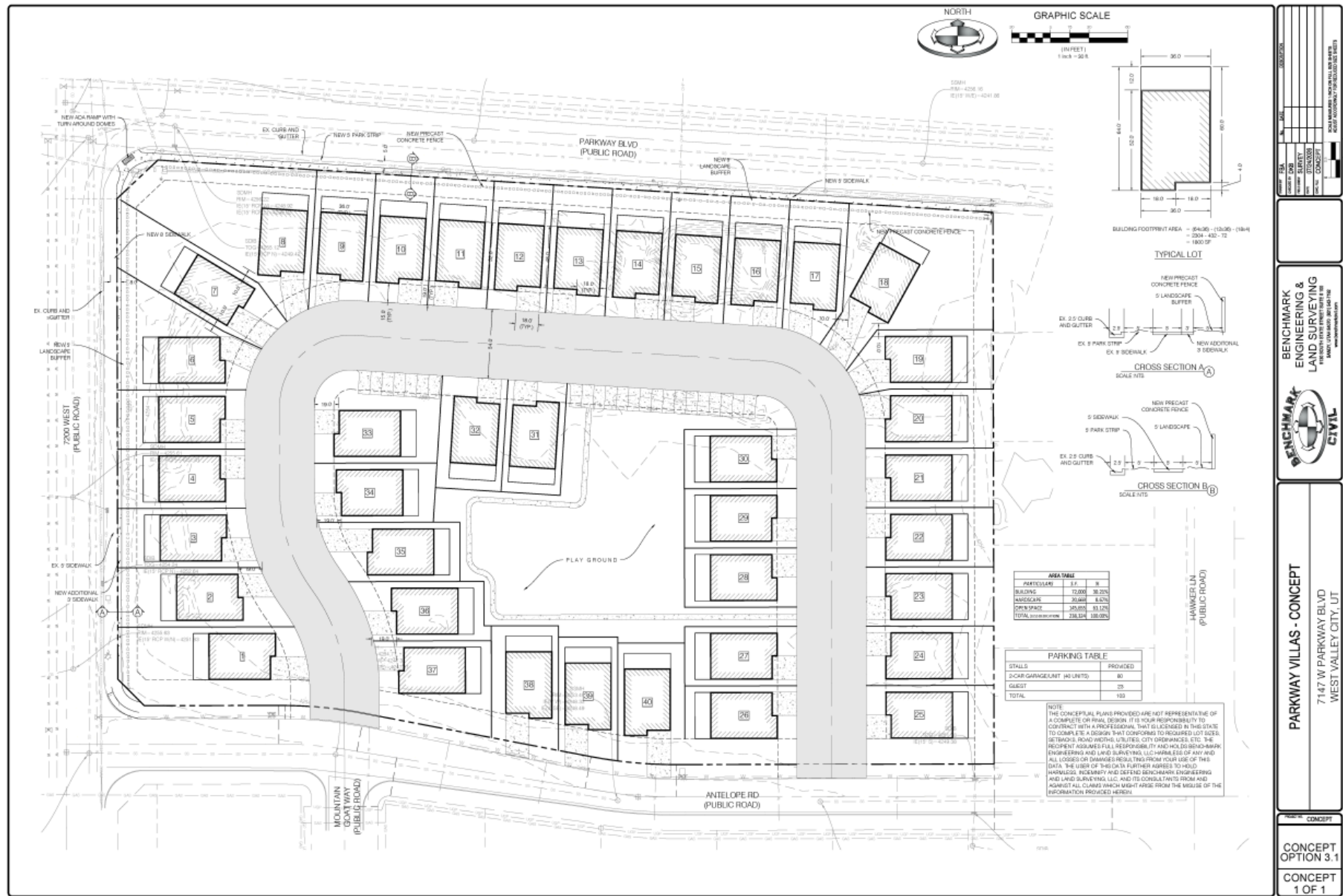
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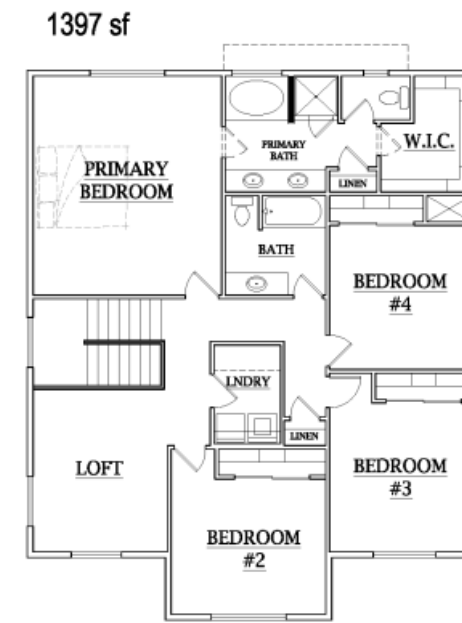
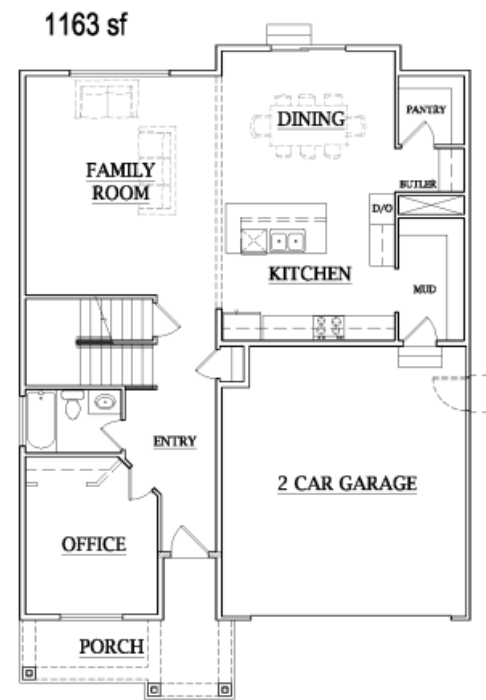
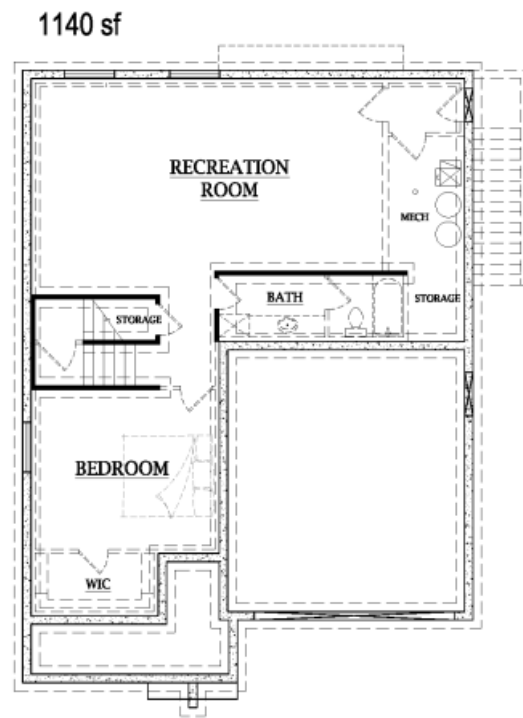


Parkway Villas









TS2560-01



CRAFTSMAN



FARMHOUSE



Comparison

- Approved Project

- 43 attached, senior condos
- 6.4 units/acre
- 1,520 sq. ft. minimum unit size
- No basements
- 1-story w/optional bonus room
- Private streets
- Private patios
- 11 visitor parking spaces
- No rental restrictions

- Proposed Project

- 40 detached homes
- 6.0 units/acre
- 2,400 sq. ft. minimum unit size
- Basements (soils permitting)
- 2-story
- Public streets
- Private patios, porches, & yards
- 22 visitor parking spaces
- Rental restrictions



Description: Ammendment to 2025 School Resource Officer Interlocal Agreement with Granite School District

Fiscal Impact: \$ 0.00

Funding Source:

Account #:

Budget Opening Required: ☒

Issue:

The West Valley City Police Department desires to continue its 2025 Interlocal Agreement with Granite School District to have two School Resource Officers at Granger High School.

Summary:

This resolution continues our agreement with the Granite School District for another five years with a year to year reoccurring agreement thereafter.

Additionally, after June 1, 2026, either party may terminate this Agreement without cause by providing 180 days' notice to the other party.

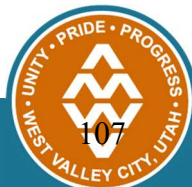
Background:

The Police Department has cited many benefits from having two detectives assigned to Granger High School as resource officers. This partnership is beneficial for all parties and has fostered professional relationships with Granger High School administration and the Granite School District Police Department.

Recommendation:

The West Valley City Police Department recommends approval.

Department: Police Department
Submitted By: Colleen Jacobs, Chief of Police
Date Submitted: 08/20/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE SCHOOL
RESOURCE OFFICER INTERLOCAL COOPERATION
AGREEMENT.**

WHEREAS, the City and Granite School District previously approved a School Resource Officer Interlocal Cooperation Agreement (the “Agreement”); and

WHEREAS, the City and the District desire to extend said Agreement; and

WHEREAS, a First Amendment has been prepared by and between the City and Granite School District, a copy of which is attached hereto and entitled “First Amendment to School Resource Officer Interlocal Cooperation Agreement”) (hereinafter, the “Amendment”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT

This First Amendment to the Parking Structure Management and Use Agreement (the “Amendment”) is entered into this ____ day of _____, 2026, by and between West Valley City, a municipal corporation of the State of Utah (the “City”) and the Board of Education of Granite School District (the “District”) (collectively the City and the District are referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into a School Resource Officer Interlocal Cooperation Agreement on or about August 4, 2025 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement and to amend related provisions concerning the termination of the Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained in this First Amendment, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Amendment shall provide for an extension of the Agreement and permit each of the Parties to terminate the Agreement without cause with thirty days’ notice.
2. **Amendment.** The Agreement is hereby amended as follows:

EFFECTIVE DATE AND DURATION

This Agreement shall be deemed effective as of October 6th, 2025, and shall continue for a period of ~~one-five~~ school years, terminating on June 1, 2030~~26~~, unless sooner terminated as provided herein. Following the initial five-year term, this agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. Such a request will be made in writing. Thereafter, this Agreement shall remain in effect until terminated by either of the Parties or the maximum term permitted by the Interlocal Cooperation Act has elapsed.

TERMINATION OF THE AGREEMENT

Either party may, at the party's sole discretion, terminate this Agreement at the end of the initial one-year period. Additionally, the failure of either party to comply with the terms of this Agreement shall constitute a breach of this Agreement. Thereafter, the non-compliance party shall have thirty (30) days after receipt of written notice of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of

the notice. Failure to correct the breach of conditions specified in the notice consistent with this timeframe will constitute cause to terminate this Agreement immediately thereafter. After June 1, 2026, either party may terminate this Agreement without cause by providing one hundred and eighty (180) days' written notice to the other party.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment on the date first written.

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Brandon Hill

City Attorney

BOARD OF EDUCATION OF GRANITE
SCHOOL DISTRICT

Superintendent

APPROVED AS TO FORM:

General Counsel



Description: FY26-27 ICAC Grant

Fiscal Impact: \$15,000

Funding Source: Utah Attorney General's Office

Account #:

Budget Opening Required: Y

Issue:

Authorize the Police Department to enter into an MOU and accept a state grant from the Office of the Utah Attorney General to assist in funding the West Valley City Police Department's participation in the ICAC Task Force (Internet Crimes Against Children). The grant amount is \$15,000.

Summary:

The Office of the Utah Attorney General oversees the Utah ICAC task force, a cooperative group of law enforcement agencies that participate in the identification of perpetrators of crimes against children and related investigations, arrests, and prosecutions of said perpetrators. The Office of the Utah Attorney General awards state grants to participating law enforcement agencies to assist in covering the expenses incurred by the various agencies in the course of their participation on the Task Force. Such expenses include overtime, training, and the purchase of equipment.

Background:

The West Valley City Police Department supports continuing our partnership with the ICAC Task Force in our mutual efforts to protect children and bring offenders to justice. This cooperative arrangement has been in place for many years and has been an effective means of increasing the West Valley City Police Department's ability to properly investigate and prosecute offenders who sexually exploit children through various technological mediums, provide training and equipment to department personnel involved in such investigations and prosecutions and provide community education regarding the prevention of such crimes.

Recommendation:

Approve the MOU between the West Valley City Police Department and the Utah ICAC Task Force and accept the associated \$15,000 state grant in effect from July 1, 2026, through June 30, 2027.

Department: Police
Submitted by: Colleen Jacobs, Chief of Police
Date: 7.29.26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A MEMORANDUM OF UNDERSTANDING WITH
THE UTAH ATTORNEY GENERAL.**

WHEREAS, the City and the Utah Attorney General's Internet Crimes Against Children task force cooperate to prevent exploitation of children through use of the Internet; and

WHEREAS, a Memorandum of Understanding (the "Agreement") has been prepared by and between the City and the Attorney General's office to establish the terms of said cooperation; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the form of the Agreement by the City Attorney's Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Description: FY26-27 Jordan River Extra Patrols (JREPS)

Fiscal Impact: \$35,000

Funding Source: Utah Division of Forestry, Fire & State Lands

Account #:

Budget Opening Required: Y

Issue:

Authorize the Police Department to enter into a Cooperative Agreement for Supplemental Law Enforcement Services with the Utah Division of Forestry, Fire and State Lands (FFSL) and the Utah DNR Division of Law Enforcement (DLE) to provide supplemental law enforcement services on state sovereign lands (Jordan River Trail) for a period of July 1, 2026 to June 30, 2031.

Summary:

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

Background:

The West Valley City Police Department supports continuing our partnership with FFSL to provide supplemental law enforcement services on state sovereign lands within our jurisdiction such as the Jordan River Trail. This cooperative arrangement would involve deploying West Valley City officers to conduct patrols focused on monitoring activities, enforcing state, county and local laws, protecting sovereign lands from resource degradation and homeless camp enforcement. Officers would wear official law enforcement uniforms and utilize marked patrol vehicles during these operations. The agreement establishes clear guidelines for patrol scheduling, reporting requirements, and officer training. Officers will be required to complete specialized training or orientations as deemed necessary by FFSL, with training compensation provided at designated agency rates to include overtime rates. This partnership supports the department's mission to serve the community while generating additional revenue through reimbursement for services. The agreement includes provisions for detailed reporting through FFSL's record management system and maintains clear independent contractor relationships between the parties.

Recommendation:

Approve the Cooperative Agreement for Supplemental Law Enforcement Services between the West Valley City Police Department, the Utah Division of Forestry Fire and State Lands, and the Utah DNR Division of Law Enforcement for supplemental law enforcement services on state sovereign lands, effective for a five-year term with fiscal year reimbursement up to \$35,000 (not to exceed \$175,000 for the duration of the agreement).

Department: Police

Submitted by: Colleen Jacobs, Chief of Police

Date: 7.29.26



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A COOPERATIVE AGREEMENT FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES.**

WHEREAS, the City, the Utah Division of Forestry, Fire, and State Lands, and the Utah Department of Natural Resources cooperate in law enforcement efforts on the Jordan River Trail and similar properties; and

WHEREAS, a Cooperative Agreement for Supplemental Law Enforcement Services (the “Agreement”) has been prepared by and between the City and said entities to establish the terms of said cooperation; 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.

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

COOPERATIVE AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This MEMORANDUM OF AGREEMENT (“Agreement”) is entered into between the UTAH DIVISION OF FORESTRY FIRE AND STATE LANDS (“FFSL”), the UTAH DNR DIVISION OF LAW ENFORCEMENT (“DLE”), and West Valley City Police Department (“LE Partner”) (collectively, the “Parties”) to provide law enforcement services on state sovereign lands, specifically Jordan River Trail. This Agreement is effective **as of July 1, 2026** (“Effective Date”).

RECITALS

WHEREAS, prior to 2025, the respective divisions within the Department of Natural Resources (“DNR”), including FFSL, managed their own law enforcement programs and officers.

WHEREAS, during the 2024 general session of Utah Legislature, H.B. 469 created the DLE agency, which would employ and manage all law enforcement personnel working for the divisions within DNR.

WHEREAS, H.B. 469 went into effect January 1, 2025, and DLE and the respective Divisions within DNR are in the process of developing processes and agreements to define relationships between agencies.

WHEREAS, FFSL has funding to contract with LE Partner to provide supplemental law enforcement services, in addition to the services provided to FFSL by DLE.

WHEREAS, pursuant to this Agreement, DLE will provide the necessary training and orientation to LE Partner to ensure safety and effectiveness of LE Partner patrols and monitoring.

WHEREAS, this Agreement is intended to encourage LE Partner to maintain an active presence both on as well as around sovereign lands in support of the Parties shared objective to maintain order and reduce damage to public property within their jurisdictions.

1. Law Enforcement Activities. FFSL requests LE Partner provide Utah Peace Officer Standards and Training (POST) certified law enforcement officers (“Officers”) for the purpose of monitoring activities on state sovereign lands and enforcing state, county, and local laws, including without limitation FFSL’s governing statutes (as well as any applicable administrative rules or management plans) regarding the use of sovereign lands (“Patrol(s)”). In all circumstances, the primary function of the Officers when conducting Patrols shall be public safety and protection of the sovereign lands from resource degradation. Officers shall wear official law enforcement uniforms and utilize marked law enforcement vehicles, unless a particular operation necessitates the use of plain clothes and unmarked vehicles while undertaking a Patrol on sovereign lands, and the LE Partner has approved its Officers operating in plain clothes consistent with its internal policies and procedures.

2. Notice of Patrols. DLE shall provide LE Partner with a list of preferred dates and/or times for Patrols. These lists will identify the sovereign lands to be monitored, as well as the potential resource degradation, associated uses, and/or public safety concerns that typically occur on these lands. LE Partner agrees to both provide Officers with these lists and to encourage the staffing of Officers on the Patrols at

the specified dates and times. Patrols outside of the preferred dates and times provided to LE Partner require approval from FFSL prior to the time of the Patrol to be eligible for payment reimbursement under this Agreement. LE Partner's requests for approval and DLE approval may be made via e-mail.

3. Sovereign Lands Boundary Instruction. All Officers assigned to any FFSL Patrol shall be instructed by FFSL or DLE, as to the boundary of sovereign lands in their jurisdiction prior to participating in a Patrol. If any other education is deemed necessary by DLE to ensure the safety of the Officers and continuity of the Patrols contemplated by this Agreement, then FFSL or DLE shall use its best efforts to conduct that training prior to the Patrol. Instruction as to the boundary of sovereign lands is not considered training under this Agreement. Training by DLE shall augment the training provided to Officers as part of their employment by the LE Partner. FFSL acknowledges and agrees that Officers are obligated to follow the policies and procedures of the LE Partner first and foremost in the event such policies and procedures conflict with training provided by DLE. Any conflict between the training that DLE provides and that LE Partner is obligated to follow shall be documented in writing and provided to DLE upon identification of the conflict.

4. Reporting. Officers assigned to any Patrol under this Agreement shall conform to standard report generation and submission requirements to include documenting appropriate incidents, providing case numbers, citation violation types and other records or documents generated as part of their duties. Officers shall also be required to maintain and submit daily logs to the designated record management system, ArcGIS Survey 123. Daily logs shall include details of law enforcement, education, and regulatory activities. LE Partner shall ensure its Officers understand the reporting requirements listed in paragraph 4 below, and if necessary, request information from FFSL or DLE as to how to complete the daily logs and submit to ArcGIS Survey 123.

5. Authorized Contract Amount. FFSL shall make available to LE Partner an amount up to, but not to exceed \$35,000 annually, and not to exceed \$175,000 for the duration of the Agreement, for Patrol services delivered in accordance with the Contracted Rate.

6. Contracted Rate. FFSL shall reimburse LE Partner for Patrols or services rendered at a rate not to exceed one hundred dollars (\$100) per hour ("Contracted Rate"). The Contracted Rate may be adjusted to account for inflation and/or cost of living increases. In those cases, the Contracted Rate may be set above \$100 per hour only upon mutual written consent of the Parties.

7. Invoicing and Payment. LE Partner shall submit invoices under this Agreement to FFSL within thirty (30) days from the date of Patrols or services rendered. Any invoices received by FFSL after ninety (90) days from the date of Patrols or services rendered will be considered delinquent and are subject to non-payment by FFSL. FFSL will pay LE Partner within thirty (30) days from receipt of invoices.

8. Verification of Officers' Time. LE Partner shall verify any time submitted by Officers under this Agreement as time actually worked for purposes of this Agreement. Upon request of FFSL, LE Partner must provide FFSL with a record of verification of Officers' time.

9. Independent Contractor. LE Partner may operate as a team member with other law enforcement agencies under the guidance of a DLE officer/supervisor. The Officers provided by the LE Partner are

and will continue to be considered employees of their respective agencies and not employees or officers of DLE or the State of Utah. The intent of this agreement is to outline the objectives and criteria for evaluating the completion of those objectives. The Parties do not intend to create an agency relationship, nor do they intend to create a legal cognizable Partnership.

10. Term & Termination. This Agreement may be terminated by either Party upon providing written notice at least thirty (30) days prior to the intended termination date. This Agreement is effective **July 1, 2026 and will remain in effect for five (5) years (06/30/2031)** or until terminated by any Party.

11. Utah Governmental Immunity Act. The Parties are subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended). Consistent with and subject to the terms of that Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts and omissions, or which are committed by its agents, officials, or employees; provided that any damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither Party waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.

12. Amendment. The Parties may amend the terms of this Agreement and/or add additional terms and conditions provided both Parties agree in writing.

13. Counterparts and Electronic Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendment thereto as the Parties may in the future agree to may be executed and communicated by electronic transmission which shall have the force and effect of binding and obligating the party thereto, without the need to further transmit the original signature.

14. Equipment. LE Partner shall be responsible for providing the necessary equipment and resources to meet the objectives and intent of this Agreement, including but not limited to, uniforms, vehicles, personal safety equipment, firearms, etc. FFSL shall not be responsible for providing necessary equipment. In the event the LE Partner identifies a need for the purchase of additional equipment to be used specifically for Patrols or any activity contemplated by this Agreement, FFSL and LE Partner may enter a separate agreement to govern the purchase, use and maintenance of that additional equipment.

15. Dispute Resolution. LE Partner may be required to engage in mediation in the event that a dispute arises relating to this Agreement, which shall be a prerequisite before filing any legal claim. In no event does participation in mediation relieve LE Partner of its obligation to seek administrative relief prior to filing a legal claim. In the event mediation is required by FFSL the Parties shall jointly agree on a mediator, share equally in the costs, and mediation shall occur in Salt Lake County, Utah or a mutually agreeable location. This Agreement shall be governed by Utah law.

16. Standard Terms and Conditions. Attachment A, the Standard Terms and Services between Government Entities, is expressly incorporated into this Agreement. In the event of conflict between the terms in the body of this agreement and Attachment A, conflict shall be resolved in the order of precedence described in Attachment A.

Signature Page Follows

LE Partner, West Valley City PD
(Official Representative)

Signature Date

Authorized Representative Name, Title

**Utah Division of Forestry, Fire, and State
Lands** *(Division Director)*

Signature Date

Name, Division Director

Utah Division of Law Enforcement
(Division Director or Designee)

Signature Date

Name, Division Director or Designee

**Utah Division of Forestry, Fire, and State
Lands** *(Finance Manager)*

Signature Date

Name, Finance Manager

Approved as to form 8/10/2026
Brandon Hill

Approved as to form:
Utah Attorney General's Office
(Assistant Attorney General)

Signature Date

Utah Division of Finance

Signature Date



Description: Youth Advocacy Grant Initiative Grant Award for Youth City Council

Fiscal Impact: \$10,000 grant

Funding Source: Salt Lake County Health Department

Account #: N/A

Budget Opening Required: Yes

Issue:

A resolution authorizing West Valley City to enter into an interlocal agreement to accept a \$10,000 FY2027 Youth Advocacy Grant Initiative award.

Summary:

West Valley City applied for FY2027 Youth Advocacy Grant Initiative funding on behalf of the West Valley City Youth Council. The Youth Council is an established youth leadership program with approximately 45 active members ages 14-18 who live in or attend school in West Valley City. The program focuses on civic engagement, leadership development, community service, and representing the voices of local youth.

The City's grant application proposed a youth-led Health & Wellness Friendsgiving Festival and related outreach focused on alcohol, nicotine/tobacco, and marijuana prevention. Youth Council members will use the project to promote prevention and cessation resources, gather feedback from local youth through surveys and discussions, assess community norms and social access, and share findings and recommendations with city leaders, school representatives, and community partners. The project also includes advocacy events, public presentations, and reforming peer courts with decision-makers.

West Valley City was awarded \$10,000 through the FY2027 Youth Advocacy Grant Initiative. Approval of the interlocal agreement is required for the City to receive the awarded funds and proceed with the grant-funded activities.

Recommendation:

Approval of the Youth Advocacy Grant Initiative award.

Department: Finance

Submitted by: Lauren McPeak, Grant Administrator

Date: 8/11/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT
LAKE COUNTY FOR FUNDING FOR A YOUTH
ADVOCACY GRANT.**

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 Youth Advocacy Grant Initiative; 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 CONTRACT

between

SALT LAKE COUNTY

For its Salt Lake County Health Department

and

WEST VALLEY CITY

This INTERLOCAL COOPERATION CONTRACT (“Contract”) 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, on or about May 15, 2026, County issued a Request for Applications for eligible entities to engage youth in Salt Lake County to plan and implement projects that build resiliency against misusing harmful substances; and
- B. WHEREAS, on or about June 24, 2026, County reviewed applications and determined that WVC meets the qualifications set out in the Request for Applications; and
- C. 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
- D. WHEREAS, WVC is a body corporate and politic of the State of Utah; and
- E. WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101, et seq., to enter into Contracts with each other which will enable them to make the most efficient use of their powers; and
- F. WHEREAS, this Contract is entered without a competitive procurement pursuant to Salt Lake County Code of Ordinances Section 3.20.030(A)(4); and
- G. WHEREAS, the County and WVC are now desirous to enter into an Contract whereby the County will provide funding for WVC to address health-related issues in the community through the implementation of advocacy projects that build leadership skills and prevention knowledge for participating youth.

NOW THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF SERVICES

1.1. WVC agrees to provide the services outlined in the Request for Applications (“RFA”), which is incorporated by reference and attached as Exhibit 1, and the services outlined in the WVC’s application, which is incorporated by reference and attached as Exhibit 2.

1.2. **WVC Responsibilities:**

1.2.1. WVC agrees to provide services as outlined in Exhibit 1 and Exhibit 2.

1.2.2. WVC agrees to have at least two representatives identified as primary points of contact.

1.2.3. WVC agrees to meetings and trainings as specified by County, including the following trainings provided by County:

1.2.3.1. Advocacy Bootcamp

1.2.3.2. Public Speaking

1.2.3.3. Social Development Strategy

1.2.4. WVC will not impose any fees upon participants receiving services under this Contract except as authorized in writing by County.

1.2.5. WVC agrees to comply with the Utah Indoor Clean Air Act (Utah Code § 26B-7-503; Utah Admin. Code § R392-510) by establishing a policy to prohibit employee smoking within 25 feet of any entrance-way, exit, open window, or air intake of a building where smoking is prohibited.

1.2.6. WVC agrees to ensure youth group maintains standards to ensure youth safety.

1.2.7. WVC will follow and enforce the Utah State Department of Health and Human Services (“DHHS”) Provider Code of Conduct.

1.2.7.1. WVC will assure that each employee or volunteer working within the scope of this contract receives and signs a copy of the Provider Code of Conduct, and that the signed Code of Conduct will be maintained in the employee’s or volunteer’s file.

1.3. **SLCoHD Responsibilities:**

1.3.1. Provide technical assistance, which may include but is not limited to coaching and training around advocacy, public speaking, events, risk and protective factors, etc.

1.3.2. Provide support for data, reporting, continuous improvement, and other technical or project-related issues.

1.3.3. Provide the four required trainings referenced in Section 1 of this Contract (Scope of Services -WVC Responsibilities).

1.3.4. Assist WVC in developing eligible projects.

1.3.5. Occasionally attend WVC youth-group meetings.

1.3.6. Connect WVC to appropriate public health resources and services, as needed.

1.3.7. County agrees to designate at least one staff member as primary contact.

1.4. Logo Requirements: WVC agrees to give credit to County for funding in all written, verbal, digital electronic advertising, websites, or discussion of this program such as brochures, letterhead, flyers, informational material, interviews, talk shows, agency presentations, etc.

1.4.1. WVC agrees to display the County logo on all event or program promotional and communication materials in accordance with the Salt Lake County Brand Book (to be provided by SLCoHD) and Salt Lake County Countywide Policy and Procedure 1014.

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

1.5. Reporting Requirements:

1.5.1. WVC shall submit reports on County-provided templates according to timeline in Exhibit 3.

1.6. Records Retention/Access to Records:

1.6.1. Financial and program records pertaining to services shall be retained for a minimum of six years after the last payment by the County. WVC shall allow for independent, state, County, and federal audit review and inspection of program records upon request. When an audit, litigation, or request under Utah Government Records Access Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to -901, is initiated prior to the end of the six-year period, records shall be maintained for a period of five years following the completion of such action and the resolution of all actions which arise from it.

1.7. Continuous Improvement:

1.7.1. Changes to originally proposed interventions and accompanying budgets may be made to improve results within the following parameters. WVC must outline changes in a written document and submit to County for review and approval (email accepted). Services performed outside of WVC's submitted application that have not been approved by County may be denied payment and/or result in termination of this Agreement.

1.8. Grievance Procedure:

1.8.1. WVC will establish or maintain a grievance and appeal system for its clients and applicants of the services and programs covered by this Agreement and shall notify each client and applicant that:

1.8.1.1. Denial of services pursuant to this Agreement;

1.8.1.2. Exclusion from a program pursuant to this Agreement; or

1.8.1.3. Inadequacies or inequities in the programs and services provided pursuant to this Agreement.

1.8.2. WVC will establish and maintain a tracking system identifying the nature and outcome of each grievance.

1.8.3. Clients and applicants may appeal to County if grievance cannot be satisfactorily resolved by WVC.

2. CONSIDERATION/PAYMENT

2.1. In consideration for services rendered under this Contract, WVC shall be reimbursed by County \$10,000 for this contract term.

2.2. As additional funds become available, or if funds are reduced from state and federal sources for the services provided under this Contract, the amount may be increased or decreased by formal written amendment to this Contract.

2.3. Following contract expiration, any remaining funds from this contract may be used to support activities under this current Contract.

2.4. Payment:

2.4.1. WVC shall be reimbursed the total funding as detailed in Exhibit 3 - Payment Schedule.

3. EFFECTIVE DATE/TERM

3.1. This Contract shall be effective upon execution, and shall expire on June 30, 2027, with County and WVC reserving the right to terminate without penalty at the end of the term.

3.2. This Contract is one-time with no renewals.

4. GENERAL PROVISIONS:

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

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

4.3. **Representatives.** The Parties designate the following representatives to administer this Contract for the purpose of written notice:

COUNTY:

Steve Hanson

RSHanson@saltlakecounty.gov

Program Manager

Abbey Summers

asummers@saltlakecounty.gov

Community Health Division

7971 South 1825 West

West Jordan, Utah 84088

385-468-5348

With a copy to:

Emily Colvin, Division Contracts Admin

ecolvin@saltlakecounty.gov

385-468-4123

WEST VALLEY CITY:

Lauren McPeak

lauren.mcpeak@wvc-ut.gov

Grants Administrator

West Valley City

3600 South Constitution Boulevard

West Valley City, Utah 84119

919-810-3992

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

4.5. **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 Contract. WVC certifies it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Contract. 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 Contract. 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.

4.6. Interlocal Cooperation Act. The Parties agree that this Contract 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 Contract, and for any financing of such costs. No separate legal entity is created by the terms of this Contract, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Contract.

4.7. 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 Contract, 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 Contract shall require any Party to carry different or additional insurance, and any obligations of either Party contained in this Contract 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 Contract shall be so interpreted or construed.

4.8. 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.

4.9. Government Records Access Management Act.

4.9.1. 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 Contract and its performance to the County Representative for response by County.

4.9.2. 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.

4.10. 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 Contract, or if appropriations are withdrawn or otherwise altered, the Contract shall be terminated, effective upon written notice. Said termination shall not be construed as a breach of this Contract or any event of default under this Contract 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 Contract or any portion thereof.

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

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

4.13. Entire Contract. This Contract contains the entire Contract between the Parties and no statements, promises, or inducements not contained in this Contract shall be binding or valid.

4.14. Anti-Waiver Provision. This Contract 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 Contract. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Contract 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.

4.15. **Attorney Representation.** WVC represents, acknowledges, and expressly agrees that WVC has either (i) consulted with an attorney regarding the terms of this Contract 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 Contract and that WVC signs the Contract as WVC's own free act.

4.16. The recitals are hereby incorporated into the Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement, and WVC certifies that any representations are true and correct and will abide by the terms of the Agreement.

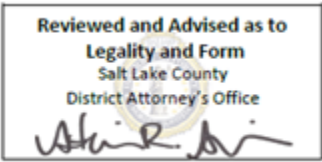
SALT LAKE COUNTY

By: _____
Mayor or Designee

HEALTH DEPARTMENT

By: *Dorothy Adams*
Dorothy Adams
Executive Director

Division Director Initials: JS



WEST VALLEY CITY

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED
By J. Eric Bunderson at 3:39 pm, Aug 04, 2026

EXHIBIT 1



Request for Applications Youth Advocacy Pilot Project

Introduction

The Salt Lake County Health Department (SLCoHD) believes that developing youth leadership and decision-making is essential to building healthy communities. ***This Request for Applications (RFA) is for youth groups in Salt Lake County to engage in advocacy efforts to promote healthy communities.***

Purpose:

Provide youth with structured opportunities for community engagement that build practical skills while contributing to stronger, more connected communities.

Vision:

A Salt Lake County where youth actively participate in transforming their communities to be healthier through advocacy and action.

Mission:

1. Provide prosocial opportunities for youth to build skills, gain recognition, and foster strong relationships and a sense of community, all within a framework of healthy beliefs and clear standards.
2. Support youth groups in leading impactful advocacy projects that address substance use and related risk factors, engage decision-makers, and promote lasting community change—through training, guidance, and partnership with the Salt Lake County Health Department.

Grant Time Period

June 2026 to June 2027

Funding and Allowable Expenses

Each recipient will receive \$10,000 for project delivery. Contract funds may be spent on advertising, speaker fees, training, mileage, supplies, venue, food, organizational membership fees, printing, educational materials, personnel (up to \$3,000), stipends, and incentives.

Other expenses may be considered. All grant funding must directly support the implementation of this project.

Funding may NOT be used for direct lobbying or grassroots lobbying. Direct lobbying is asking a member or employee of a legislative body, or another official involved in formulating

legislation, to take action on specific legislation. Grassroots lobbying is encouraging members of the public to engage in direct lobbying by contacting legislators or legislative staff about specific legislation.

Eligibility

- To engage new communities, previous Youth Advocacy Grant Initiative (YAGI) funding recipients are not eligible to apply. Previous unawarded applicants will receive additional points for their application.
- Applicants must be a youth group as outlined below:
 - Applicant youth groups must be associated with a legal entity that is able to accept and manage grant funds. Examples of legal entities eligible for funding include schools, school districts, nonprofit organizations, and public agencies. For-profit entities are not eligible to apply. If a youth group does not have legal status and ability to manage grant funds, they may work with a sponsoring fiscal agency that applies on the youth group's behalf and manages grant funds and contract compliance.
 - This funding is meant to support existing youth groups and not to create a new group. Youth groups must be already formed at time of application.
 - Youth groups must consist of at least five (5) youth, ages 14-24 years old, who live in Salt Lake County.

Outline of Grant Activities

Project Requirements and Required Grant Activities

1. If awarded, recipients will partner with SLCoHD for technical assistance and other needs (see Partnership section below).
2. The project must be designed and led by the youth with adult support.
3. Project activities must be sufficiently thorough and robust to effect community change. One-time stand-alone events with no follow-up activities will generally not be approved. For example, the youth group may choose to host a town hall with the public and elected officials, but there must be follow-up with decision-makers or community members to effect change.
4. If awarded, recipients must hold regular youth group meetings, at least monthly, for youth to design, plan, and implement their strategies. Most projects will require additional time outside of youth group meetings to complete the work.
5. If awarded, recipients will be required to submit an implementation plan for their selected strategies along with a budget. Reports will also be required through systems

specified by SLCoHD. These materials are not part of the application process.

6. If awarded, recipients must complete the following **in-person** trainings provided by SLCoHD (the audience for these trainings is the adult advisors to the youth group):
 - a. Advocacy Bootcamp
 - b. Project Planning Strategies
 - c. Social Development Strategy

NOTE: Please consider the grant requirements carefully to ensure you understand the required activities and feel comfortable committing your youth group to these efforts.

Project planning and implementation are expected to take place by the youth and their group leaders (with SLCoHD assistance) during the school year, once grantees have been selected.

Partnership with Salt Lake County Health Department (SLCoHD)

Recipients will be expected to work closely with SLCoHD on their projects, and effective communication is critical to our success. Delays in responding to SLCoHD may result in delays in approvals, payments, and other items that will impact the success of your project. SLCoHD will work with recipients to ensure all projects meet grant requirements. Each recipient's partnership with SLCoHD will look different depending on the nature of the youth group's selected project(s), the recipient's capacity, etc. SLCoHD YAGI project staff may attend youth group meetings as determined by SLCoHD. Youth groups may also invite SLCoHD staff to attend meetings as desired.

To support recipient projects, SLCoHD will:

- Provide technical assistance, which may include but is not limited to coaching and training around advocacy, public speaking, events, risk and protective factors, and related topics.
- Provide required trainings.
- Assist youth groups in developing eligible projects.
- Attend occasional youth group meetings.
- Connect youth groups to appropriate public health resources and services.
- Provide other support services, as needed.

Application Process

Instructions:

Answers to the questions below must be submitted through the Google Form linked below. We recommend saving your answers in a Word or Google Doc first and then pasting your final responses into the Google Form when you are ready to submit your application.

Application link: <https://docs.google.com/forms/d/e/1FAIpQLSc77yHCFLMWS00Z->

[UpxVQWIHM27G7Bh-jjF3KL3D23JW8-iDA/viewform?usp=publish-editor](https://upxVQWIHM27G7Bh-jjF3KL3D23JW8-iDA/viewform?usp=publish-editor)

Applications will be accepted until **?**, at **11:59 PM MDT**.

EXHIBIT 2

FY2027 Youth Advocacy Grant Initiative

Carefully review the request for application (link) before filling out this form.

We recommend saving your answers in a Word or Google Doc to paste into this when you are ready to submit your application.

- Applications will be accepted until **June 12th, at 11:59 pm MST.**
- Applications will be scored on a 115-point scale. The highest-scoring eligible application(s) will be awarded.
- If multiple applicants tie, awards will be based on order of submission.
- Please pay special attention to the scoring criteria for each question and ensure your responses meet all criteria.
- For grant requirements and eligibility criteria, please see the Request for Applications.
- Contact rshanson@slco.org with any questions. Please complete the following application form in full.

Please enter the applicant's contact email address below. A copy of the submitted application will be sent to this address. This does not have to be the same email as the Google account required to submit this form.

Email *

lauren.mcpeak@wvc-ut.gov

By selecting yes, applicant indicates the youth group meets all of the following eligibility criteria: *

- Applicants must be a youth group.
- Applicant youth groups must be associated with a legal entity such as a school, school district, nonprofit organization, public agency, or other legal entity that is able to accept and manage grant funds. For-profit sponsor entities are not eligible to apply.
- This funding is meant to support existing youth groups and not to create a new group.
- Youth groups must already be formed at the time of application.
- Youth groups must consist of at least five (5) youth, ages 14-24 years old, who live in Salt Lake County.

☒ Yes

☐ No

How did you hear about this funding opportunity? *

Email

What aspect of this funding opportunity most motivated you to apply? *

We were most motivated by the opportunity to empower youth voices in addressing substance use and wellness challenges in our community. This funding supports meaningful youth leadership, community engagement, and direct interaction with decision-makers, allowing young people to identify concerns, gather feedback from their peers, and advocate for positive change. We believe this project will help youth build valuable leadership skills while contributing to a healthier West Valley City.

Applicant Information

Please fill out the following contact information section completely, addressing each question.

Youth Group Name *

West Valley City Youth City Council

Name of sponsoring agency (must be a legal entity) *

West Valley City

Name of person submitting this application *

Lauren McPeak

Title and organization of person submitting this application *

Grants Administrator- West Valley City

Email address for the person submitted this application *

lauren.mcpeak@wvc-ut.gov

Phone number for the person submitting this application *

9198103992

Briefly describe history of your youth group (3,000 characters permitted) *

- How long has the group operated?
- Please describe the population your youth program serves, including geographic area, age range, and any specific community needs or barriers your program is designed to address.
- What are the group's goals?
- What kinds of activities does the group conduct?
- How often does the group meet? NOTE: If you do not already meet at least monthly, will you be able to increase the frequency of meetings to fulfill grant requirements of meeting at least monthly?

The West Valley City Youth Council is an established youth leadership program that has served young people in West Valley City for many years. The program consists of approximately 45 active members ages 14–18 who live in or attend school in West Valley City and are committed to civic engagement, leadership development, community service, and representing the voices of local youth.

The Youth Council serves a diverse population reflective of West Valley City, one of Utah's most culturally diverse communities. Many youth face barriers including limited access to leadership opportunities, mental health challenges, social pressures, and exposure to substance use. The Youth Council provides a positive environment where youth can build leadership skills, develop meaningful relationships, and engage in projects that improve their community.

The primary goals of the Youth Council are to empower youth to become community leaders, increase youth involvement in local government, promote civic responsibility, and create opportunities for service and positive community impact. Members are encouraged to identify issues affecting youth and work collaboratively with city leaders and community partners to develop solutions.

Throughout the year, the Youth Council participates in a variety of activities including community service projects, leadership trainings, volunteer events, city-sponsored programs, advocacy initiatives, public outreach efforts, and interactions with elected officials and community stakeholders. Members regularly support city events and initiatives while developing skills in communication, teamwork, project planning, and public engagement. Recent projects have included service initiatives, leadership conferences, youth engagement events, volunteer activities, and participation in local government meetings and programs.

The Youth Council meets regularly throughout the year, typically twice per month, with additional meetings, trainings, volunteer opportunities, and project work as needed. The group has the capacity and commitment to meet monthly or more frequently to fulfill all grant requirements. Youth members are actively involved in planning and implementing projects and will take a leadership role in all phases of the proposed project, with support from adult advisors and city staff.

Tell us about your youth group members (3,000 characters permitted) *

- How many youth are generally actively involved in the group each year? [NOTE: If you do not already meet the minimum of at least 5 youth, will you be able to increase the number of participants to fulfill grant requirements of at least 5 active youth?]
- How much time per week do the youth generally spend on youth group activities?
- How does your youth group empower youth to be community leaders?

The West Valley City Youth Council typically consists of approximately 45 active youth members each year, far exceeding the minimum participation requirement. Members are primarily high school students ages 14–18 who live in or attend school within West Valley City. Participation remains strong throughout the year due to the variety of leadership, service, and community engagement opportunities available to members.

Youth Council members generally spend 2–5 hours per week participating in meetings, service projects, city events, leadership trainings, volunteer opportunities, and project planning activities. During larger initiatives and special events, members often contribute additional time to support project implementation and community outreach.

The Youth Council empowers youth to become community leaders by providing meaningful opportunities to engage directly with local government, community organizations, and residents. Rather than simply volunteering, members are encouraged to identify community needs, develop solutions, organize events, and advocate for issues that impact young people. Youth regularly collaborate with city staff, elected officials, nonprofit organizations, and community stakeholders to plan projects and represent youth perspectives.

Members develop leadership skills through public speaking, project management, teamwork, event planning, community outreach, and civic engagement activities. Youth Council members participate in leadership conferences, community service projects, city-sponsored events, and discussions with local decision-makers. They are encouraged to take ownership of initiatives and serve as ambassadors for positive change within their schools and neighborhoods.

For this project, youth members will lead the planning and implementation of the Youth Health & Wellness Festival, conduct peer outreach and data collection, analyze community feedback, and present findings and recommendations directly to community leaders and decision-makers. This hands-on approach ensures that youth are not only participants but also leaders and advocates working to create a healthier community.

Describe the major tasks or steps of your youth recruitment and retention, focusing on ensuring group diversity and offering a positive, inclusive focus (3,000 characters permitted)



Over the past two years, the West Valley City Youth Council has experienced significant growth through intentional recruitment, inclusive programming, and youth-led engagement efforts. Two years ago, the program had only three active participants. Today, the Youth Council has approximately 45 active members and maintains a waitlist of interested students, demonstrating strong demand and sustained engagement.

A major factor in this growth has been our expanded outreach efforts. Youth Council members actively utilize social media platforms to promote opportunities, highlight service projects, celebrate member achievements, and showcase the impact youth can have in their community. We regularly create engaging content that resonates with local teens and helps spread awareness about events, volunteer opportunities, leadership programs, and community initiatives.

In addition to social media outreach, Youth Council members regularly visit local high schools to recruit new members and promote upcoming activities. Members engage directly with students, distribute information, and host outreach events that encourage participation. We frequently provide free food and incentives during recruitment and community engagement activities, creating welcoming opportunities for students to learn more about the program and connect with their peers.

Retention is supported by ensuring members have meaningful, enjoyable, and diverse opportunities to participate. Rather than focusing solely on meetings, the Youth Council offers a variety of activities including leadership conferences, service projects, community events, volunteer opportunities, civic engagement initiatives, and social activities. Members have opportunities to interact with elected officials, participate in city events, lead projects, and contribute ideas that directly influence programming. This variety allows youth with different interests, backgrounds, and strengths to find meaningful ways to engage.

West Valley City is one of Utah's most diverse communities, and the Youth Council actively strives to reflect that diversity. Recruitment efforts are conducted across multiple schools and community settings to reach youth from different cultural, socioeconomic, and educational backgrounds. The program emphasizes inclusion, respect, and belonging, ensuring every member has opportunities to participate, contribute ideas, and take on leadership roles.

Most importantly, youth are empowered to shape the direction of the program. Members help plan activities, identify community needs, develop solutions, and lead projects that matter to them. By creating a welcoming environment where youth feel heard, valued, and connected, the Youth Council has successfully transformed from a small group of three participants into one of the city's most active and engaged youth leadership programs.

Strategies and Activities

Substance of Focus (select at least one): *

- ☒ Alcohol
- ☒ Nicotine
- ☒ THC

Please explain why you selected the substance(s). What conditions in your community may be contributing to the substance problems (e.g., policies, systems, norms, environments, access, or awareness)? (3,000 characters permitted) *

The West Valley City Youth Council selected alcohol, nicotine/tobacco, and marijuana as our substances of focus because they are among the most common substances that youth are exposed to and discuss within their schools and communities. While many young people make healthy choices, youth continue to face social pressures, misinformation, and varying perceptions about the risks associated with these substances.

One factor contributing to these challenges is the normalization of substance use through social media, entertainment, and peer influence. Youth are regularly exposed to messages that can minimize the risks associated with vaping, underage drinking, and marijuana use. In particular, vaping products are often marketed in ways that appeal to young people, and many youth perceive vaping as less harmful than other forms of tobacco use.

Access and awareness also play important roles. While laws exist to prevent youth access to these substances, young people may still encounter them through peers, social gatherings, family members, online sources, or retail environments. Additionally, many youth are unaware of available prevention resources or do not feel comfortable discussing substance use concerns with trusted adults.

As one of Utah's most diverse communities, West Valley City is home to youth from many different backgrounds and experiences. This creates an opportunity to better understand how youth perceive substance use, what challenges they face, and what prevention strategies are most effective for their peers. Through this project, youth will gather information directly from other young people regarding attitudes, perceptions, and community norms surrounding alcohol, nicotine, and marijuana use.

By focusing on these substances, the Youth Council hopes to better understand local youth perspectives, increase awareness of prevention resources, promote healthy choices, and provide decision-makers with valuable information that can help strengthen youth wellness efforts throughout the community.

Select at least one activity from each of the following strategies

Strategy 1: Supporting Schools *

☐ CATCH My Breath Ambassadors

☐ ASPIRE

☒ My Life, My Quit

☐ Peer Courts

☒ Comprehensive Drug-free Policy Guide for School

☒ Stanford REACH Lab's Cannabis Awareness & Prevention Toolkit

☐ Botvin LifeSkills

☐ Other:

Please tell us why you selected the activity or activities. (3,000 characters permitted) *

The West Valley City Youth Council selected the Stanford REACH Lab's Cannabis Awareness & Prevention Toolkit, My Life, My Quit, and the Comprehensive Drug-Free Policy Guide for Schools because these activities align closely with the concerns we hear from youth in our community and support our goal of combining education, prevention, and advocacy.

Through our interactions with students across local high schools, we have observed that many youth are exposed to vaping, alcohol, and marijuana use through social media, peer groups, and community environments. While awareness of these substances is common, many youth are unaware of available prevention and cessation resources, and misconceptions about the risks of vaping and marijuana use continue to exist. We believe schools play a critical role in providing accurate information, supportive resources, and healthy environments that encourage positive decision-making.

The Stanford REACH Lab's Cannabis Awareness & Prevention Toolkit was selected because marijuana use is often perceived by youth as low-risk compared to other substances. This evidence-based resource provides schools with tools to educate students about the health impacts of marijuana use and helps promote informed decision-making. We believe increasing awareness and understanding is an important step in prevention.

We selected My Life, My Quit because vaping and nicotine use remain concerns among youth nationwide and locally. Many young people are unaware that free, youth-focused cessation resources exist. Through our project, we plan to promote this resource at our Youth Health & Wellness Festival, through social media campaigns, and during outreach efforts at local schools. Connecting youth with existing resources can help reduce barriers to seeking support.

Finally, we selected the Comprehensive Drug-Free Policy Guide for Schools because our project is designed to move beyond awareness and encourage meaningful community change. After gathering feedback from youth through surveys and discussions, Youth Council members will review findings and engage with school and community leaders to identify opportunities to strengthen prevention efforts, communication strategies, and youth support systems. This activity complements our goal of ensuring youth voices are included in conversations about policies and practices that affect their well-being.

Together, these activities provide a balanced approach that combines education, resource awareness, youth engagement, and collaboration with decision-makers. They will help us better understand youth perspectives, promote healthy choices, and identify opportunities to strengthen substance use prevention efforts within our schools and community.

Strategy 2: Engaging Decision-Makers *

- ☒ Advocacy Event
- ☒ Public Presentation
- ☒ One-on-one advocacy visits with lawmakers and decision-makers

☐ Other:

Please tell us why you selected the activity or activities. (3,000 characters permitted) *

The West Valley City Youth Council selected an Advocacy Event, Public Presentations, and One-on-One Advocacy Visits because these activities provide meaningful opportunities for youth to share their experiences, educate community leaders, and help shape solutions that support youth wellness and substance use prevention.

Our project will begin with a Youth Health & Wellness Friendsgiving Festival designed and led by youth. The event will provide a positive, substance-free environment where young people can participate in activities, connect with community resources, and share their perspectives through surveys and discussions focused on alcohol, nicotine, and marijuana use. The festival will serve as both a prevention-focused event and an opportunity to gather valuable information about youth perceptions, community norms, and awareness of prevention resources.

We selected an Advocacy Event because it creates a space for youth voices to be heard while bringing together community members, local leaders, and stakeholders around a shared goal of supporting healthy youth development. The event will help increase awareness of substance use prevention while demonstrating positive alternatives that foster connection, belonging, and community engagement.

We selected Public Presentations because youth perspectives are often underrepresented in discussions about substance use prevention. Following the event, Youth Council members will analyze survey findings and present their results and recommendations to local decision-makers, including city leaders, school representatives, and community partners. These presentations will allow youth to communicate directly about the challenges, perceptions, and opportunities they see within their community.

We also selected One-on-One Advocacy Visits because they provide youth with the opportunity to engage in meaningful conversations with elected officials and community leaders. These meetings will allow youth to discuss project findings, share personal perspectives, and advocate for strategies that strengthen prevention efforts, increase awareness of resources, and support healthy decision-making among young people.

Together, these activities move beyond awareness and education by creating opportunities for youth to actively participate in community problem-solving. By gathering data, engaging their peers, and sharing findings with decision-makers, Youth Council members will gain valuable leadership and advocacy experience while helping create a healthier and more supportive environment for youth throughout West Valley City.

Strategy 3: Assuring Implementation *

- ☐ Smoke and Vape Shop Restrictions
- ☐ STARS Assessment
- ☐ Signage Assessment
- ☒ Social Access Assessment
- ☒ Community Norms and Youth Perception Assessment
- ☐ Other:

Please tell us why you selected the activity or activities. (3,000 characters permitted) *

The West Valley City Youth Council selected the Community Norms and Youth Perception Assessment and Social Access Assessment because understanding youth perspectives is essential to developing effective substance use prevention strategies. Before meaningful change can occur, community leaders must first understand how young people perceive alcohol, nicotine, and marijuana use, where youth encounter these substances, and what factors influence their decision-making.

Through our proposed Youth Health & Wellness Friendsgiving Festival, youth participants will complete surveys and participate in discussions focused on substance use perceptions, awareness of prevention resources, social pressures, and community norms. This information will help identify common misconceptions, areas where prevention messaging may be lacking, and opportunities to strengthen youth support systems.

We selected the Community Norms and Youth Perception Assessment because youth attitudes and perceptions often influence behavior. Social media, peer influence, and changing public attitudes can shape how young people view the risks associated with alcohol, vaping, and marijuana use. By collecting feedback directly from youth, we can better understand these perceptions and identify opportunities to improve prevention messaging and education efforts.

We also selected the Social Access Assessment because youth access to substances is often influenced by social environments rather than direct retail access. Through surveys and discussions, we hope to better understand how youth perceive access to alcohol, nicotine, and marijuana within their schools, peer groups, and community settings. This information can help community leaders identify gaps in prevention efforts and develop strategies that address the root causes of access and exposure.

Following the assessment process, Youth Council members will analyze findings and develop recommendations for local leaders, schools, and community partners. These recommendations may include improvements to prevention messaging, increased awareness of available resources, additional youth engagement opportunities, or other strategies identified through the assessment process.

By combining assessment with advocacy, this project will ensure that youth perspectives are not only collected but also used to inform decision-making and strengthen community efforts to promote healthy choices and reduce substance use risk factors among young people.

.....

Letter of Commitment

Please attach a **LETTER OF COMMITMENT** on your agency's or the supporting agency's letterhead demonstrating the agency support agency's commitment to the project and willingness to manage the grant finances. *



Letter of Commit...



Add file

Statement of Capacity and Commitment

If awarded, the youth group and supporting agency (if applicable) commit(s) to the **Project Requirements** and **Required Activities** as follows in the section below.

Hold regular youth group meetings, at least monthly, and work on the projects outside of youth group meetings, as needed. *



Agree



Disagree

*

Build an environment of inclusion, trust, and cooperation



Agree



Disagree

Complete the required trainings, with assistance from SLCoHD *

☒ Agree

☐ Disagree

Maintain strong communication and partnership with Salt Lake County Health Department *

☒ Agree

☐ Disagree

Submit required project documents such as proposals, budgets, reports, etc. on time. *

☒ Agree

☐ Disagree

Ensure the youth lead the project, with support from adult sponsors. *

☒ Agree

☐ Disagree

Ensure projects address a substance use behavior or substance use risk or protective factor. *

☒ Agree

☐ Disagree

Application Completion

Thank you for applying, please review your answers carefully before submitting.

This content is neither created nor endorsed by Google.

Google Forms

EXHIBIT 3 – PAYMENT SCHEDULE

County will provide required templates for the budget and project proposal. Late submissions of deliverables may be subject to non-payment.

Payment schedule:

Grant Timeline of Deliverables and Payments	
August 2026	- Orientation meetings held with each recipient individually (Include Payment Works training) - The three required one-hour trainings will be scheduled
October 16, 2026	- Implementation plan and budget due. - 1st payment of \$5,000 issued upon budget and plan approval (payments may take 30 days or more to arrive)
December 18, 2026	- All required training completed.
January 15, 2027	- Mid-year progress report due - 2nd and final payment of \$5,000 issued upon report submission
May 29, 2027	- Final report due



West Valley City Issue Paper

City Council Review

Description: Approval of a three-year renewal order form with Hyland Software, Inc. for OnBase annual maintenance.

Fiscal Impact: \$87,136.14

Funding Source: Existing budget

Account #: 10-4123-40255

Budget Opening Required: ☐

Issue:

The City uses OnBase as an enterprise document management and workflow system. The current renewal requires approval for continued annual maintenance and support, because the proposed renewal is for a three-year term.

Summary:

The proposed renewal includes no one-time payments and consists only of annual maintenance payments. The reduced licensing and three-year structure allow the City to continue supporting OnBase while preserving funding capacity for related technology needs, without requesting additional funding.

Background:

OnBase currently supports City document management, records, workflow, agenda, imaging, forms, integrations, and related business processes. Continued maintenance is necessary to preserve access to vendor support, updates, and maintenance coverage for the City's existing OnBase software.

To reduce cost, staff reviewed current licensing needs and reduced the renewal licenses where appropriate. Staff also selected a three-year renewal term to obtain more favorable pricing and improve budget predictability. The renewal term runs from October 1, 2026 through September 30, 2029.

Recommendation:

Staff recommends that the City Council approve the three-year OnBase renewal with Hyland Software, Inc.

Department: Admin/Information Technology
Submitted by: Ken Cushing
Date: 8/18/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RENEWAL OF CERTAIN
SERVICES PROVIDED BY HYLAND SOFTWARE, INC.**

WHEREAS, the City requires the continued maintenance of the City's document management system; and

WHEREAS, Hyland Software, Inc. ("HSI") currently provides and is willing to continue to provide said professional services for the City; and

WHEREAS, a Renewal Order Form (the "Agreement") has been prepared by and between the City and HSI setting forth the terms on which said services shall be rendered; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

RENEWAL ORDER FORM

Hyland Reference Number: HYL088886

Parties	
Customer Name ("Customer")	West Valley City
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: West Valley City	Name: West Valley City
Bill To Address	Ship To Address
3600 South Constitution Blvd. West Valley City Utah 84119 United States	3600 South Constitution Blvd. West Valley City Utah 84119 United States
Quote Details	Sales Representative
Created Date: August 5, 2026 Quote Reference: Q-469314 Product Lines: OnBase	Name: Sue Corrie Email: sue.corrie@hyland.com Phone: +1.209.470.7165

All pricing is valid through September 30, 2026 ("Expiration Date"); after the Expiration Date, pricing is subject to change. Additionally, any changes to the scope of the products or services being renewed under this Order Form is subject to repricing. Hyland will provide an updated Order Form upon receiving change request.

PERPETUAL SOFTWARE ANNUAL MAINTENANCE

Product Code	Product Name	Quantity
ATGMPI1	Agenda To Go (Maintenance)	1
DPMPW1	Document Import Processor Maintenance	1
EGMPI1	Integration for ESRI ArcGIS Server Maintenance	1
GOVT-B-LOCAL-M	Local Government Licensing Bundle Maintenance	1
GV-B-MU2-ADMPI1	Local Government Document Composition Maintenance	1
GV-B-MU2-AEMPI1	Local Government Application Enabler (Maintenance)	1
GV-B-MU2-AEMPI1	Local Government Application Enabler (Maintenance)	1
GV-B-MU2-CTMPC1	Local Government Concurrent Client Maintenance	35
GV-B-MU2-DIMPW1	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance)	1
GV-B-MU2-DIMPW2	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance)	26
GV-B-MU2-DIMPW2	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance)	2
GV-B-MU2-IDMPC1	Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL (Maintenance)	40
GV-B-MU2-IMFMPI1	Local Government Image Forms Maintenance	1
GV-B-MU2-OBAMPI1	Local Government Office Business Application Maintenance	1
GV-B-MU2-OPRMPC1	Local Government Plan Review Concurrent Client (Maintenance)	7
GV-B-MU2-OPRMPC1	Local Government Plan Review Concurrent Client (Maintenance)	3
GV-B-MU2-OPRMPC1	Local Government Plan Review Named User Client (Maintenance)	2
GV-B-MU2-OUTMPI1	Local Government Integration for Microsoft Outlook Maintenance	1
GV-B-MU2-RIMPI1	Local Government Records Management (Maintenance)	1
GV-B-MU2-WLMPC1	Local Government Workflow Concurrent Client SL Maintenance	15
GV-B-MU2-WTMPW1	Local Government Web Server Maintenance	1
GV-B-MU2-WWMP1	Local Government Workflow/Workview Concurrent SL Maintenance	2
IAMPW1	Advanced Capture Maintenance	1
OAGMPI	OnBase Agenda (Maintenance)(6 Users)	1
OMMPI1-ANDPH	Mobile Access for Android Maintenance	1
OMMPI1-IPHN	Mobile Access for iPhone Maintenance	1
OMMPW1-IPAD	Mobile Access for iPad Maintenance	1
OSHMPI1	OnBase Interaction with ShareBase (Maintenance)	1
PDFMPI1	PDF Framework Maintenance	1
PWMP11	Signature Pad Interface (TWAIN) Maintenance	1
RHMP11	Reporting Dashboards (Maintenance)	1
UFMP11	Unity Forms Maintenance	1
UIMPI1	Unity Integration Toolkit Maintenance	1
WTMP11-AS	Conversion From Microsoft Office To Image Framework (Aspose) Maintenance	1

PAYMENT SUMMARY

Start Date – End Date	One-Time Payments	Maintenance Payments
October 1, 2026 - September 30, 2027	USD 0.00	USD 87,136.14
October 1, 2027 - September 30, 2028		USD 92,800.04
October 1, 2028 - September 30, 2029		USD 98,831.92
TOTAL	USD 0.00	USD 278,768.10

RENEWAL ORDER FORM TERMS
FOR RENEWAL ORDER FORM NO. EU-15198-HYL088886

This Order Form is governed by the Master Software License, Services and Support Agreement (the “Master Agreement”) dated June 11, 2015, provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the “Customer” under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form.

The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, as amended per this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the “Effective Date” of this Order Form).

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein, and such invoices will be due and paid in accordance with the Master Agreement.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Term Length

Notwithstanding anything to the contrary, with respect to the products or services being renewed under this Order Form, the term of the renewal for the products or services on this Order Form shall be the period that begins on the first Start Date and ends on the last End Date reflected in the Payment Summary, notwithstanding the Effective Date of this Order Form. Thereafter, the term shall automatically renew for additional periods of one (1) year each unless either party provides notice to the other of non-renewal at least thirty (30) days prior to the end of the then-current term. The committed length of this renewal term and any subsequent renewal term is an essential term of such renewal term; accordingly, neither the renewal term purchased under this Order Form nor any subsequent renewal term may be terminated for convenience, notwithstanding whether such right may exist in the underlying agreement or otherwise. Notwithstanding anything to the contrary in any agreement, the parties agree that Hyland may increase the fees for the products or services under this Order Form upon any renewal by up to 10 percent (10%) of the fees for such products or services in the immediately preceding annual term. For clarity, this pricing increase limit assumes a full renewal of all products or services at their current quantities and configurations. If Customer reduces, removes, or modifies the quantity or scope of any product or service, the agreed pricing uplift will not apply, and Hyland may reprice any or all products or services at then-current rates in its sole discretion.

Marketing: Notwithstanding anything the contrary in any other agreement, Hyland may refer to Customer by name as a customer of Hyland in its marketing and publicity materials.

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

West Valley City

Hyland Software, Inc.

By:

By:

Name: (Print)

Name: (Print)

Title:

Title:

Date:

Date:

Approved as to form 8/18/2026

Brandon Hill



West Valley City Issue Paper

City Council Review

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

Fiscal Impact: *\$8,100.00 plus closing costs (6.77% of actual cost)*

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Siaki Atuaia and Amy Atuaia have signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1447 West 4020 South (15-34-481-006).

Background:

The Siaki Atuaia and Amy Atuaia property located at 1447 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along both sides of 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is \$8,100.00 plus closing costs. The city portion of the matching funds on the project (\$548.37) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/03/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
EASEMENT WITH AND FROM SIAKI AND AMY ATUAIA FOR
PROPERTY LOCATED AT 1447 WEST 4020 SOUTH.**

WHEREAS, Siaki and Amy Atuaia (herein and collectively “Owner”) have entered into a Real Estate Purchase Agreement for property located at 1447 West 4020 South that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

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

1. That the above-referenced document entitled “Real Estate Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 112:2E, 112:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South: Redwood Rd to Jordan River Bridge
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-006-0000
 Property Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
 Owner's Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
 Primary Phone: 801-949-3129 Owner's Home Phone: 801-949-3129 Owner's Work Phone:
 Owner / Grantor (s): Siaki Atuaia and Amy Atuaia, husband and wife

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Siaki Atuaia and Amy Atuaia, husband and wife ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 112:2E, 112:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$8,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **\$1,000 for temporary sprinklers, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 112:2E, 112:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South: Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-006-0000
Property Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-949-3129 Owner's Home Phone: 801-949-3129 Owner's Work Phone:
Owner / Grantor (s): Siaki Atuaia and Amy Atuaia, husband and wife

4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

11.2 Grantor's acknowledge receiving payment for the following items acquired: Misc. bushes for \$1,000, 3 small trees for \$2,250, 1 med tree for \$1,000, for a total \$4,250, which is included in the total purchase price.

11.3 Grantor's qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$8,100 includes the approved just compensation of \$7,800 plus \$300 incentive payment.



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley City REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 112:2E, 112:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-006-0000
Property Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-949-3129 Owner's Home Phone: 801-949-3129 Owner's Work Phone:
Owner / Grantor (s): Siaki Atuaia and Amy Atuaia, husband and wife

SIGNATURE PAGE TO CITY OF TAYLORSVILLE OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Siaki and Amy Atuaia - OWNER(s)

Date

Date

WEST VALLEY CITY

Karen Lang, Mayor

Date



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No. (s): 112:2E, 112:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South: Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-006-0000
Property Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1447 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-949-3129 Owner's Home Phone: 801-949-3129 Owner's Work Phone:
Owner / Grantor (s): Siaki Atuaia and Amy Atuaia, husband and wife

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-006

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:112:CE

Siaki Atuaia and Amy Atuaia, husband and wife, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 6 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 6 which point is 67.03 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+06.94 and running thence N.16°30'00"W. 1.01 feet along the westerly boundary line of said Lot 6 to a point 68.04 feet radially distant northwesterly from said control line opposite Engineers station 40+07.02 at the point of curvature with a 1,979.68 foot non-tangent radius curve to the right, thence northeasterly 80.14 feet along the arc of said curve (Note: Chord to said curve bears N.70°12'07"E. 80.13 feet. Central angle equals 02°19'10") to a point 67.62 feet radially distant northwesterly from said control line opposite

Continued on Page 2

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:112:CE

Engineers station 40+84.71 and the easterly boundary line of said Lot 6; thence S.16°30'00"E. 1.02 feet along said easterly lot line to a point 66.62 feet radially distant northwesterly from said control line opposite Engineers station 40+84.66 at the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence 80.13 feet along the arc of said curve (Note: Chord to said curve bears S.70°12'31"W. 80.12 feet. Central angle equals 02°19'29") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 81 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Siaki Atuaia
COUNTY OF	)	_____
		Amy Atuaia

On this ____ day of _____, in the year 20____, before me personally appeared Siaki Atuaia and Amy Atuaia, husband and wife, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

Tax ID No.: 15-34-481-006
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:112:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the
_____, hereafter "public entity," being first duly sworn,
depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Siaki Atuaia and Amy Atuaia, husband and wife (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to Siaki Atuaia and Amy Atuaia, husband and wife (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-006

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:112:2E

Siaki Atuaia and Amy Atuaia, husband and wife, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 6 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Utah, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 6 which point is 67.03 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+06.94 and running thence N.16°30'00"W. 5.02 feet to the point of curvature with a 1,983.68 foot non-tangent radius curve to the right, thence northeasterly 79.95 feet along the arc of said curve (Note: Chord to said curve bears N.70°12'21"E. 79.94 feet. Central angle equals 02°18'33"); to the point of curvature of a 1979.86 foot radius non-tangent curve to the right; thence northeasterly 0.19 feet along the arc of said curve (Note: chord to said curve bears N.71°21'48"E. 0.19 feet. Central angle equals 00°00'20")

Continued on Page 2

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:112:2E

to a point 71.61 feet radially distant northwesterly from said control line opposite Engineers station 40+84.88 and the easterly boundary line of said Lot 6; thence S.16°30'00"E. 5.02 feet along said easterly boundary line of said Lot 6 to the Southeast corner of said Lot 6 at a point 66.62 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42 which is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence southwesterly 80.13 feet along the arc of said curve (Note: Chord to said curve bears S.70°12'31"W. 80.12 feet. Central angle equals 02°19'29") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 402 square feet or 0.009 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Siaki Atuaia
COUNTY OF	)	_____
		Amy Atuaia

On this _____ day of _____, in the year 20____, before me personally appeared Siaki Atuaia and Amy Atuaia, husband and wife, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-006

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:112:2E

Siaki Atuaia and Amy Atuaia, husband and wife, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Beginning at the Southwest corner of said Lot 6 which point is 67.03 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+06.94 and running thence N.16°30'00"W. 5.02 feet to the point of curvature with a 1,983.68 foot non-tangent radius curve to the right, thence northeasterly 79.95 feet along the arc of said curve (Note: Chord to said curve bears N.70°12'21"E. 79.94 feet. Central angle equals 02°18'33"); to the point of curvature of a 1979.86 foot radius non-tangent curve to the right; thence northeasterly 0.19 feet along the arc of said curve (Note: chord to said curve bears N.71°21'48"E. 0.19 feet. Central angle equals 00°00'20")

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:112:2E

to a point 71.61 feet radially distant northwesterly from said control line opposite Engineers station 40+84.88 and the easterly boundary line of said Lot 6; thence S.16°30'00"E. 5.02 feet along said easterly boundary line of said Lot 6 to the Southeast corner of said Lot 6 at a point 66.62 feet radially distant northwesterly from said control line opposite Engineers station 37+46.42 which is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence southwesterly 80.13 feet along the arc of said curve (Note: Chord to said curve bears S.70°12'31"W. 80.12 feet. Central angle equals 02°19'29") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 402 square feet or 0.009 acre, more or less.

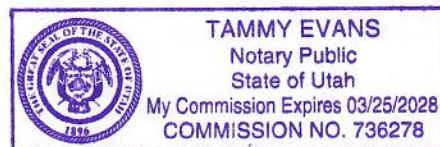
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt)

Siaki Atuaia
Siaki Atuaia
Amy Atuaia
Amy Atuaia

On this 28 day of July, in the year 2020, before me personally appeared Siaki Atuaia and Amy Atuaia, husband and wife, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
Notary Public



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-006

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:112:CE

Siaki Atuaia and Amy Atuaia, husband and wife, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 6 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 6 which point is 67.03 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 40+06.94 and running thence N.16°30'00"W. 1.01 feet along the westerly boundary line of said Lot 6 to a point 68.04 feet radially distant northwesterly from said control line opposite Engineers station 40+07.02 at the point of curvature with a 1,979.68 foot non-tangent radius curve to the right, thence northeasterly 80.14 feet along the arc of said curve (Note: Chord to said curve bears N.70°12'07"E. 80.13 feet. Central angle equals 02°19'10") to a point 67.62 feet radially distant northwesterly from said control line opposite

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:112:CE

Engineers station 40+84.71 and the easterly boundary line of said Lot 6; thence S.16°30'00"E. 1.02 feet along said easterly lot line to a point 66.62 feet radially distant northwesterly from said control line opposite Engineers station 40+84.66 at the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence 80.13 feet along the arc of said curve (Note: Chord to said curve bears S.70°12'31"W. 80.12 feet. Central angle equals 02°19'29") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 81 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
COUNTY OF Salt Lake) ss.

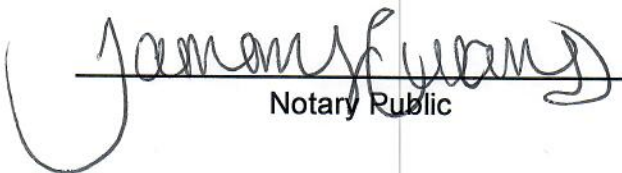
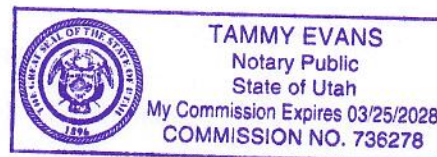


Siaki Atuaia



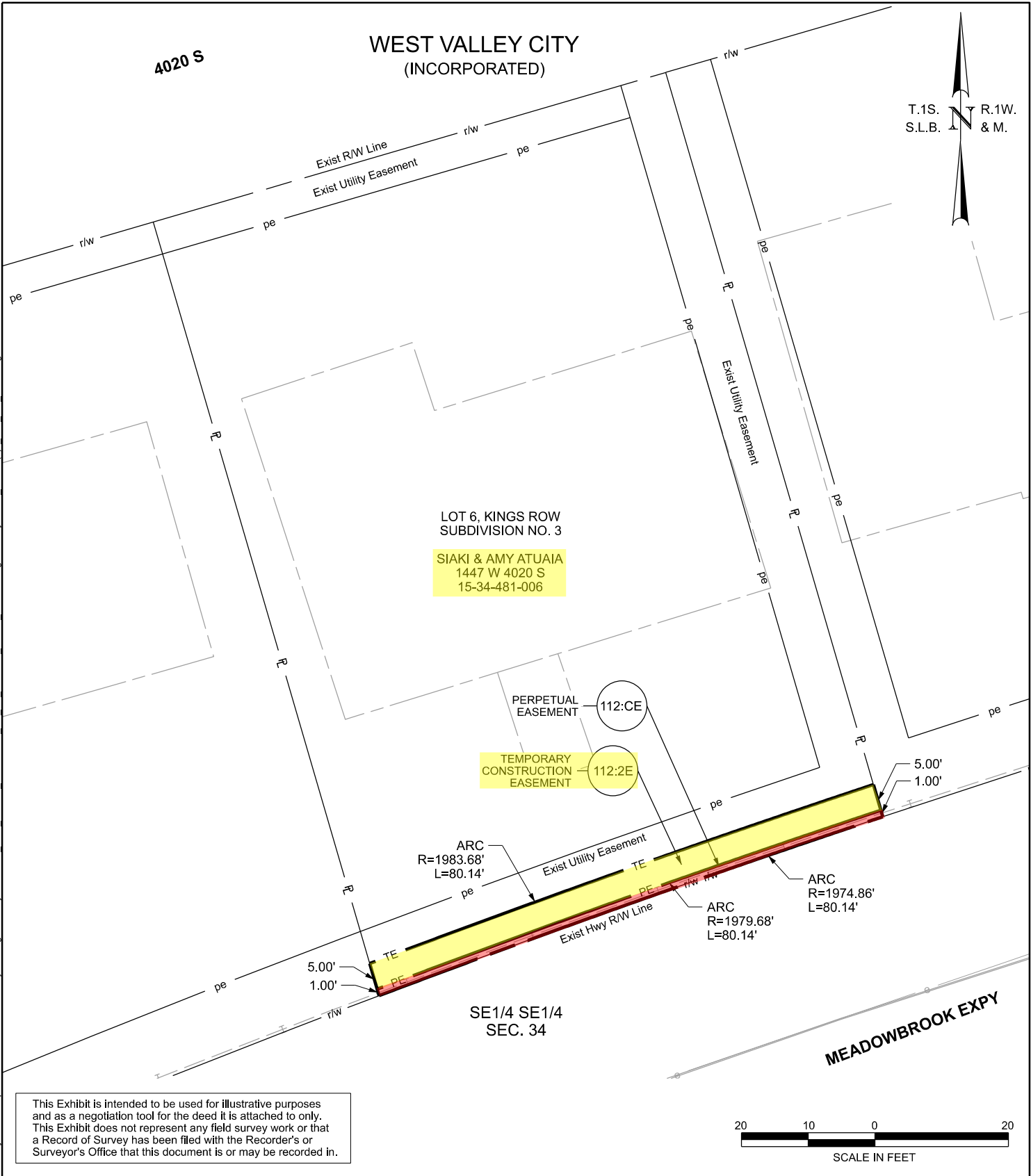
Amy Atuaia

On this 28 day of July, in the year 2020, before me personally appeared Siaki Atuaia and Amy Atuaia, husband and wife, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


Notary Public

DGN File: p:\u\d\dot-pw-bentley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 01P 112 Exhibit.dgn

13-MAR-2026



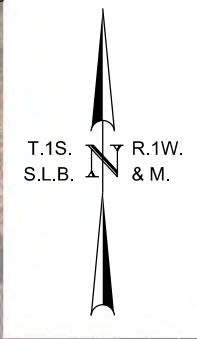
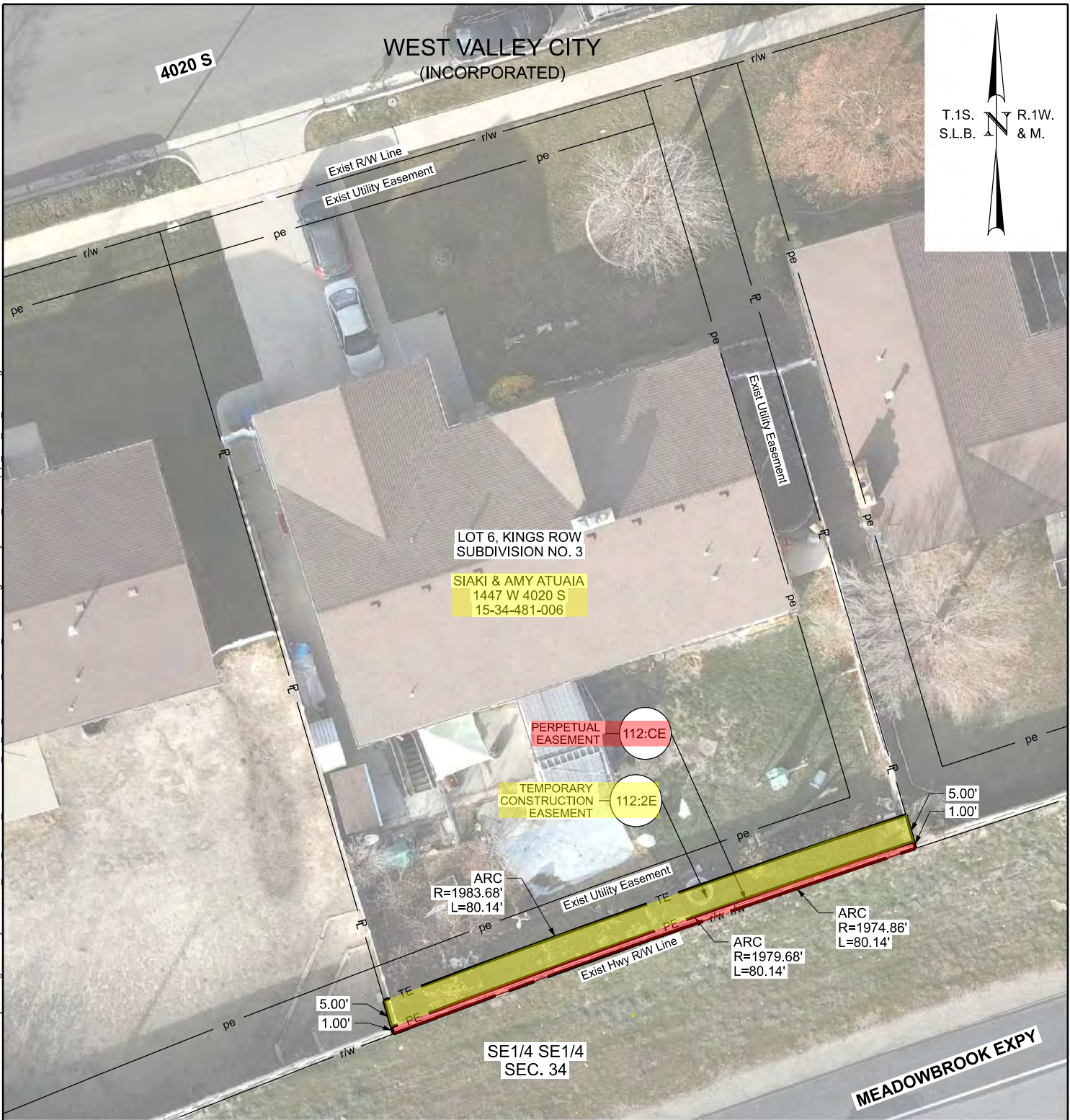
PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
112:CE	SIAMI & AMY ATUAIA	0.002	81	NONE	0.217	PERPETUAL	
112:2E	SIAMI & AMY ATUAIA	0.009	401	NONE	0.217	TEMPORARY	

EXHIBIT NO.	112-EXHIBIT	PARTIAL SUMMARY NO.	01P	PROPERTY OWNER:	SIAMI & AMY ATUAIA
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADDRESS:	1447 W 4020 S		
	TO JORDAN RIVER BRIDGE				
PROJECT NUMBER	F-2172(9)8	PIN	22082		

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - KIMLEY-HORN

DGN File: p:\u\d\dot-pw\benlley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 01P 112 Exhibit.dgn

13-MAR-2026



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.



PARCEL NO.		OWNER		NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
112:CE		SIAKI & AMY ATUAIA		0.002	81	NONE	0.217	PERPETUAL	
112:2E		SIAKI & AMY ATUAIA		0.009	401	NONE	0.217	TEMPORARY	

EXHIBIT NO. 112-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: SIAKI & AMY ATUAIA					
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1447 W 4020 S					
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN					
PROJECT NUMBER	F-2172(9)8		PIN						



West Valley City Issue Paper

City Council Review

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

Fiscal Impact: \$1,200.00

Funding Source: Transportation Funds

Account #: 45-9610-40750-75290-0200

Budget Opening Required: No

Issue:

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

Summary:

Miguel Cervantes and Teresita Pina Cervantes have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 4028 West Paskay Drive (21-06-281-009).

Background:

The Miguel Cervantes and Teresita Pina Cervantes property located at 4028 West Paskay Drive is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the Temporary Construction Easement and improvements in the amount of \$1,200.00 was based upon an administrative compensation estimate report prepared by the DH 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: 08/03/2026



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
MIGUEL AND TERESITA PINA CERVANTES FOR PROPERTY
LOCATED AT 4028 WEST PASKAY DRIVE.**

WHEREAS, Miguel and Teresita Pina Cervantes (herein and collectively “Owner”) have entered into an Easement Purchase Agreement for property located at 4028 West Paskay Drive that is affected by the 4000 West 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____, Miguel and Teresita Pina Cervantes (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 \$1,200.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.
3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
4. Following completion of the City's work within the Easement, the City shall restore the Easement property to its condition as of the execution of this Agreement.

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

(signatures follow)

GRANTORS
MIGUEL CERVANTES
TERESITA PINA CERVANTES





State of UTAH)
County of SALT LAKE) :SS

On this 29th day of JULY, 2026, personally appeared before me Miguel Cervantes and Teresita Pena Cervantes, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.





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: **21-06-281-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Miguel Cervantes and Teresita Pina Cervantes**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4028 W. Paskay Drive**, 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 Northeast quarter of Section 6, Township 2 South, Range 1 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 southwest corner of Lot 1 of Argus Subdivision as recorded in Book 2015P at Page 44 in the office of the Salt Lake County Recorder, and running thence North 00°03'40" East 5.00 feet along the westerly line of said Lot 1; thence North 89°58'36" East 33.00 feet; thence North 00°03'40" East 5.00 feet; thence North 89°58'36" East 37.00 feet; thence South 00°03'40" West 5.00 feet; thence North 89°58'36" East 11.78 feet to the easterly line of said Lot 1; thence South 00°03'40" West 5.00 feet along said easterly line and to the southerly line of said lot; thence South 89°58'36" West 81.78 feet along said southerly line and to the Point of Beginning. Encompassing 594 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 Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____,
2026.

GRANTORS

Miguel Cervantes

Teresita Pina Cervantes

State of _____)
County of _____) :ss

On this ____ day of _____, 2026, personally appeared before me **Miguel Cervantes** and **Teresita Pina Cervantes**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **21-06-281-009**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Miguel Cervantes and Teresita Pina Cervantes**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4028 W. Paskay Drive**, for construction and replacement of improvements, said easement being described as follows:

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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.

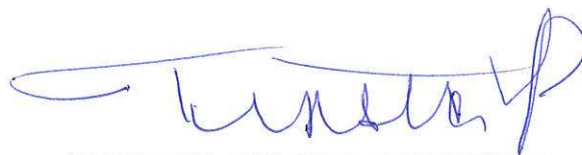
This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 29TH day of JULY, 2026.

GRANTORS



Miguel Cervantes

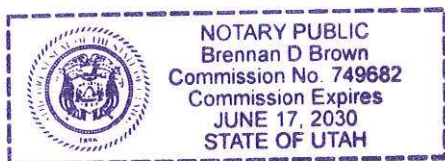


Teresita Pina Cervantes

State of UTAH)

County of SALT LAKE) :SS

On this 29TH day of JULY, 2026, personally appeared before me **Miguel Cervantes** and **Teresita Pina Cervantes**, 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

ARGUS SUBDIVISION

LOCATED IN THE NORTHEAST
QUARTER OF SECTION 6
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH

NORTHEAST CORNER, SECTION 6
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND RING AND LID)

BOUCK CIRCLE
(4370 SOUTH)

LOT 2
21-06-281-004
WILLIAM D HATCH

LOT 8
21-06-281-003
GORDON & SHIRLEY GLADE

LOT 3
21-06-281-005
WAYNE & JOYCE ROBINSON

LOT 7
21-06-281-002
TOM C MCBROON

LOT 4
21-06-281-007
RICHARD & DONNA CAVANAUGH

LOT 1
8,694 SQ.FT.
0.20 ACRES
4028 WEST

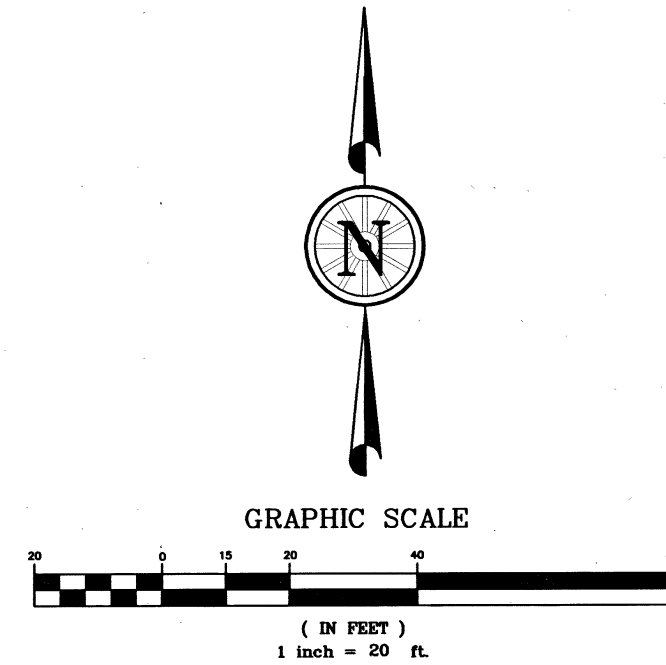
LOT 2
10,230 SQ.FT.
0.23 ACRES
4390 WEST

PASKAY DRIVE (4400 SOUTH)

ROSEHAVEN
COURT
(4030 WEST
PRIVATE DRIVE)

ROSEHAVEN CONDOMINIUM RECORD OF SURVEY
BOOK 96-10P PAGE 335

4000 WEST STREET



LEGEND

- SECTION CORNER
- FIRE HYDRANT
- STREET MONUMENT FOUND
- FOUND REBAR AND CAP
- SET RIVET
- SET REBAR AND CAP
- BOUNDARY LINE
- DEED AND ADJACENT SUBDIVISIONS

NOTES:

OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB AND 2" X 2" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL OTHER CORNERS, UNLESS OTHERWISE INDICATED.

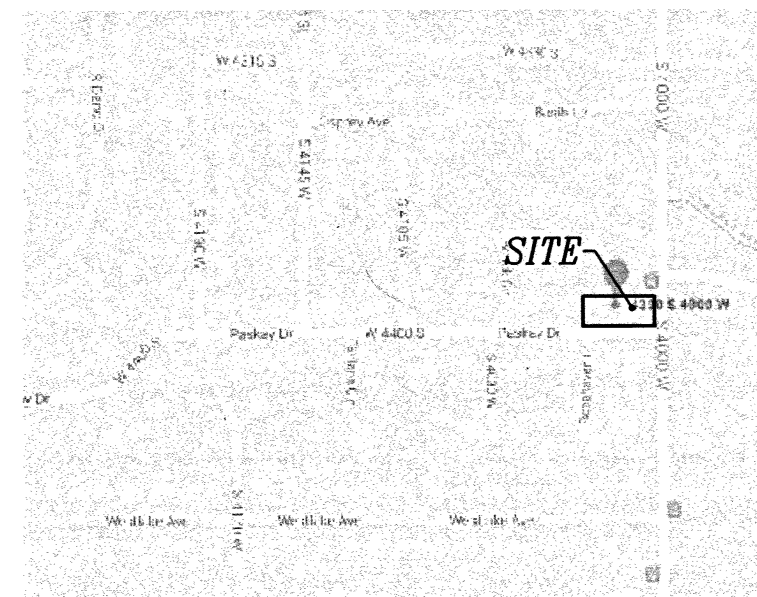
LLC ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 18th day of February 2014, personally appeared before me Sani Malicevic who being by me duly sworn did say that he is the Owner/Managing member of Argus Investments Real Estate LLC, a Utah Limited Liability Company, and that the above was signed on behalf of said LLC for the purposes therein mentioned.

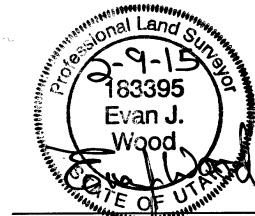
Nichole Camac
Notary Public
Notary Public Full Name: Nichole Camac
Commission Number: 6046033
My Commission Expires: MARCH 19, 2017

VICINITY MAP NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, EVAN J. WOOD DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREET TOGETHER WITH EASEMENTS TO BE KNOWN AS ARGUS SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.



EVAN J. WOOD
LICENSE No. 183395

FEB 9, 2015
DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°58'36" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'36" WEST 186.00 FEET TO THE EAST BOUNDARY LINE OF FAIRLAKE HEIGHTS SUBDIVISION No. 7; THENCE NORTH 00°03'40" EAST ALONG SAID SUBDIVISION BOUNDARY LINE 132.00 FEET TO THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE NORTH 89°58'36" EAST ALONG SAID SUBDIVISION BOUNDARY LINE 186.00 FEET TO THE WEST RIGHT OF WAY LINE OF 4000 WEST STREET; THENCE SOUTH 00°03'40" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID STREET 132.00 FEET TO THE POINT OF BEGINNING. CONTAINS 0.564 ACRES, OR 24,552 SQUARE FEET, 2 LOTS.

OWNER'S DEDICATION

Known all men by these presents that _____ the _____ undersigned owner () of the above described tract of land, having caused same to be subdivided into lots and street, together with easements to be hereafter known as the

ARGUS SUBDIVISION

do dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also do hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon. In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20____.

Sani Malicevic
OWNER-MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer () of the above Owner's dedication _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer () of the above Owner's dedication _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ARGUS SUBDIVISION

LOCATED IN THE NORTHEAST
QUARTER OF SECTION 6
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, UTAH 14015



PLANNING COMMISSION
APPROVED THIS 11th DAY OF FEB A.D., 2015
BY THE CITY PLANNING COMMISSION
Susan Shuman
CHAIRMAN, CITY PLANNING COMMISSION

GRANGER-HUNTER IMPROVEMENT DISTRICT
APPROVED THIS 12th DAY OF FEB A.D., 2015
BY THE IMPROVEMENT DISTRICT
[Signature]
GENERAL MANAGER

BOARD OF HEALTH
APPROVED THIS 12 DAY OF February A.D., 2015
BY
Rich Sedberry
DIRECTOR

CITY ENGINEER'S CERTIFICATE
APPROVED AS TO COMPLIANCE WITH CITY ORDINANCE
APPROVED THIS 17 DAY OF FEB A.D., 2015
[Signature]
CITY ENGINEER

APPROVAL AS TO FORM
APPROVED THIS 19th DAY OF February A.D., 2015
[Signature]
CITY ATTORNEY

CITY COUNCIL APPROVAL
PRESENTED TO THE CITY COUNCIL APPROVED THIS 23rd DAY OF Feb. A.D., 2015 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
[Signature]
CITY MANAGER

RECORDED #11997835
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
DATE 2/24/2015 TIME 10:48 AM BOOK 2015P PAGE 44
\$32.00
FEE \$
SALT LAKE COUNTY RECORDER DEPUTY



Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Quit Claim Deed*

Fiscal Impact: \$1,800.00

Funding Source: *Transportation Funds*

Account #: *45-9610-40750-75290-0200*

Budget Opening Required: *No*

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Quit Claim Deed.

Summary:

Plaza 4700, LLC has signed a Right-of-way Purchase Agreement and a Quit Claim Deed Easement in favor of West Valley City for property located at 4612 South 4000 West (21-06-476-038).

Background:

The Plaza 4700, LLC property located at 4612 South 4000 West is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

This portion of 4000 West is intended to be a 40-foot half-width right-of-way; however, it is only dedicated as a 33-foot half-width right-of-way. The Quit Claim Deed will acquire the additional seven feet to clean up the ownership and right-of-way. As six of the seven feet being conveyed is occupied by existing street improvements, compensation is only for the additional one foot of right-of-way width. Compensation for the Quit Claim Deed in the amount of \$1,800.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

Recommendation:

Accept the Quit Claim Deed and authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Quit Claim Deed for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/06/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A
QUITCLAIM DEED WITH AND FROM PLAZA 4700, LLC FOR
PROPERTY LOCATED AT 4612 SOUTH 4000 WEST.**

WHEREAS, Plaza 4700, LLC (herein “Owner”) has entered into a Right-of-Way Purchase Agreement for property located at 4612 South 4000 West that is affected by the 4000 West Project (herein “Project”); and

WHEREAS, Owner has also signed a Quitclaim Deed (the “Deed”), 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 Deed.

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

1. That the above-referenced document entitled “Right-of-Way 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 Deed for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Plaza 4700, LLC (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Quitclaim Deed, a tract of land for right-of-way purposes (the "Property").

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property shall be conveyed by Quitclaim Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$1,800.00 for the Property. This amount constitutes fair market value and is the entire payment for the Property and any and all known or potential damages, costs, or value that may be related to the Property. 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 Property. 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. Closing costs, if any, shall be paid by the City.

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

GRANTOR

Plaza 4700, LLC, a Utah Limited liability



By: Peter McCoy

Title: Manager



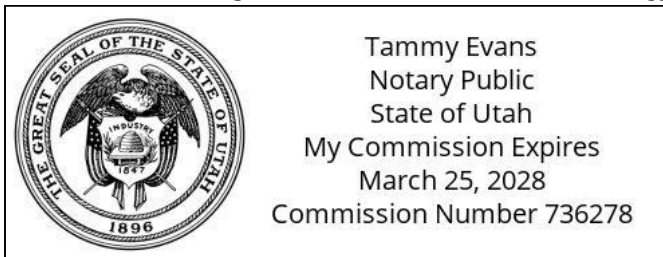
By: Michael McCoy

Title: Manager

State of Utah)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Peter McCoy & Michael McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Managers of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology



Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 21-06-476-038

QUIT CLAIM DEED

Plaza 4700, LLC, a Utah Limited liability, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land for public road purposes, located at **4612 South 4000 West**, in West Valley City, Salt Lake County, State of Utah. Said tract of land being described as follows:

A parcel of land located in a part of the Southeast Quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the West line of 4000 West Street, said point being 771.05 feet North 00°03'40" East and 33.00 feet North 89°56'20" West from the Southeast Corner of said Section 6, and running thence North 89°56'20" West 7.00 feet; thence North 00°03'40" East 80.36 feet; thence South 89°56'20" East 7.00 feet to the West line of 4000 West Street; thence along said West line South 00°03'40" West 80.36 feet to the Point of Beginning. Containing 563 square feet, more or less, of which 482 square feet are currently occupied by existing street improvements, balance is 81 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2026.

GRANTOR
Plaza 4700, LLC, a Utah Limited liability

By:

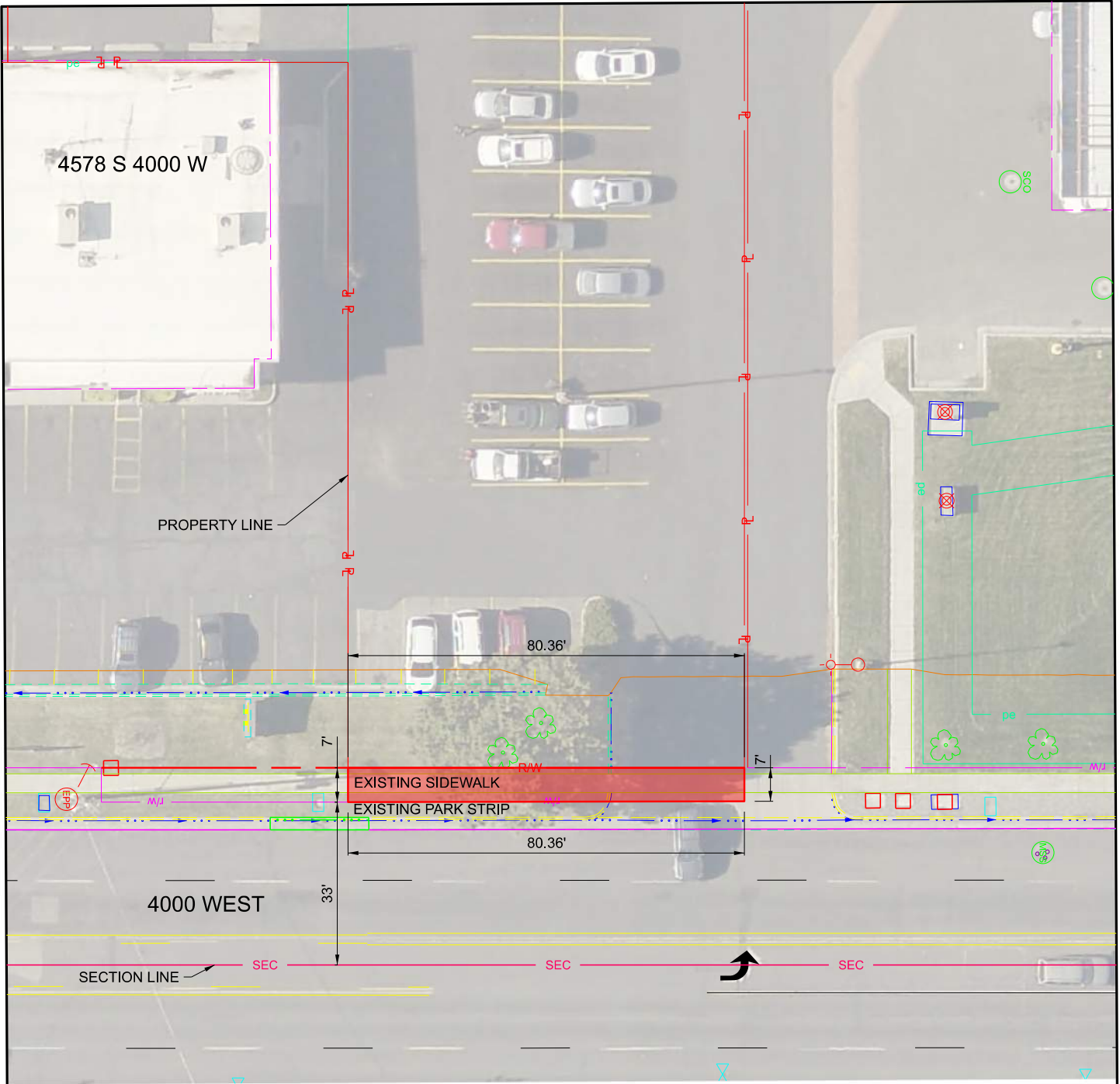
Title:

Quit Claim Deed
Parcel No.21-06-476-038
Page 2 of 2

State of _____)
) ss
 County of _____)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notary Public



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING PROPERTY LINE
- PROPOSED SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED PARK STRIP
- PUBLIC EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY ACQUISITION
- ACQUISITION | TCE AREA



SHEET NO. 1, RW-04	4000 WEST IMPROVEMENTS	 WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 21-06-476-038

QUIT CLAIM DEED

Plaza 4700, LLC, a Utah Limited liability, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land for public road purposes, located at **4612 South 4000 West**, in West Valley City, Salt Lake County, State of Utah. Said tract of land being described as follows:

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Beginning at a point on the West line of 4000 West Street, said point being 771.05 feet North 00°03'40" East and 33.00 feet North 89°56'20" West from the Southeast Corner of said Section 6, and running thence North 89°56'20" West 7.00 feet; thence North 00°03'40" East 80.36 feet; thence South 89°56'20" East 7.00 feet to the West line of 4000 West Street; thence along said West line South 00°03'40" West 80.36 feet to the Point of Beginning. Containing 563 square feet, more or less, of which 482 square feet are currently occupied by existing street improvements, balance is 81 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 5 day of August, 2026.

GRANTOR
Plaza 4700, LLC, a Utah Limited liability

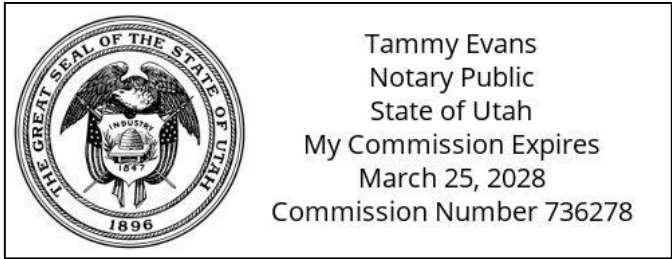

By: Peter McCoy
Title: Manager


By: Michael McCoy
Title: Manager

State of Utah)
)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Peter McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology

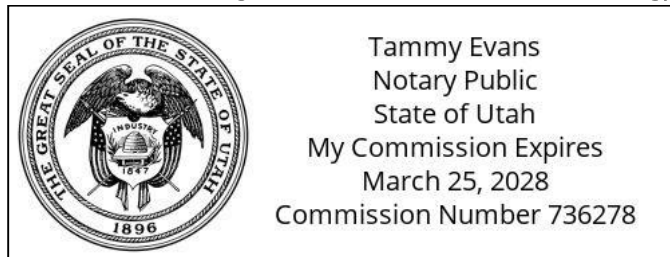


Tammy Evans
Notary Public

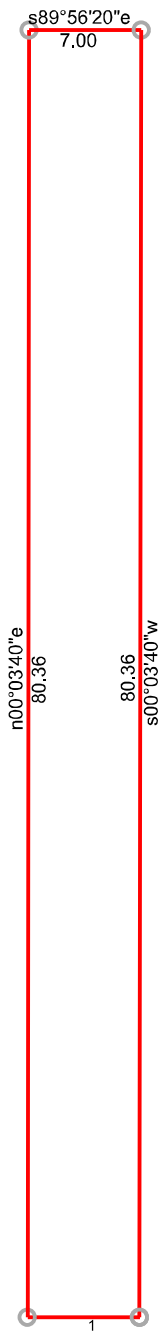
State of Utah)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Michael McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology



Tammy Evans
Notary Public



4000 West

Plaza 4700, LLC to WVC(21-06-476-038)QCD

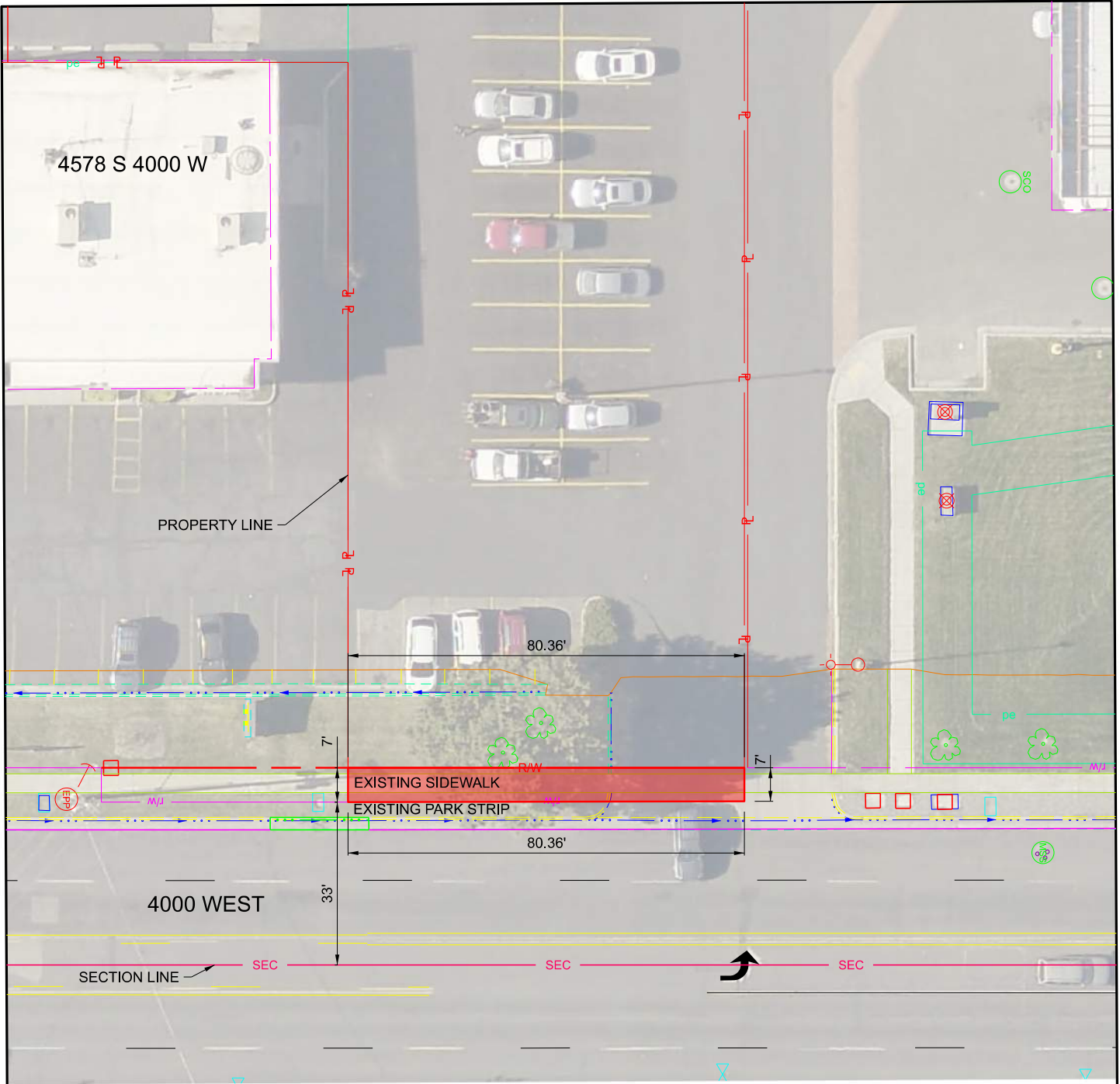
4/1/2026

Scale: 1 inch= 12 feet

File:

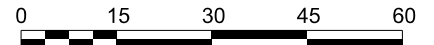
Tract 1: 0.0129 Acres (563 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=175 ft.

01 n89.5620w 7.00
02 n00.0340e 80.36
03 s89.5620e 7.00
04 s00.0340w 80.36

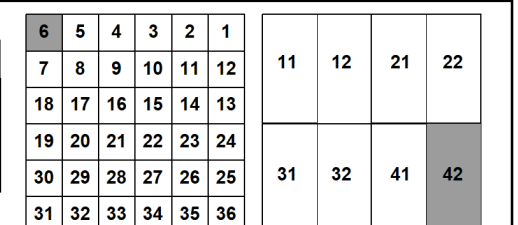
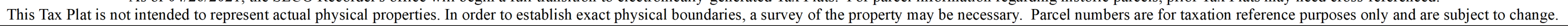


LEGEND

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



SHEET NO. RW-04	4000 WEST IMPROVEMENTS	 WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN <u> </u>				
	4700 SOUTH TO 4100 SOUTH		CHECK <u> </u>				
	4612 S 4000 W		DRAWN <u> </u>				
	PROJECT NUMBER WVC ENG CCR - 486		CHECK <u> </u>				
	DESIGN	PROFESSIONAL SEAL	DATE				
				REMARKS	REVISIONS	DATE	NO. BY





Description: *Authorization of a Right-of-way Purchase Agreement and acceptance of a Quit Claim Deed*

Fiscal Impact: \$1,900.00

Funding Source: *Transportation Funds*

Account #: *45-9610-40750-75290-0200*

Budget Opening Required: *No*

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Quit Claim Deed.

Summary:

Plaza 4700, LLC has signed a Right-of-way Purchase Agreement and a Quit Claim Deed Easement in favor of West Valley City for property located at 4616 South 4000 West (21-06-476-039).

Background:

The Plaza 4700, LLC property located at 4616 South 4000 West is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed where these improvements do not currently exist.

This portion of 4000 West is intended to be a 40-foot half-width right-of-way; however, it is only dedicated as a 33-foot half-width right-of-way. The Quit Claim Deed will acquire the additional seven feet to clean up the ownership and right-of-way. As six of the seven feet being conveyed is occupied by existing street improvements, compensation is only for the additional one foot of right-of-way width. Compensation for the Quit Claim Deed in the amount of \$1,900.00 was based upon an administrative compensation estimate report prepared by the DH Group, LLC.

Recommendation:

Accept the Quit Claim Deed and authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Quit Claim Deed for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/06/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A
QUITCLAIM DEED WITH AND FROM PLAZA 4700, LLC FOR
PROPERTY LOCATED AT 4616 SOUTH 4000 WEST.**

WHEREAS, Plaza 4700, LLC (herein “Owner”) has entered into a Right-of-Way Purchase Agreement for property located at 4616 South 4000 West that is affected by the 4000 West Project (herein “Project”); and

WHEREAS, Owner has also signed a Quitclaim Deed (the “Deed”), 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 Deed.

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

1. That the above-referenced document entitled “Right-of-Way 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 Deed for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Plaza 4700, LLC (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Quitclaim Deed, a tract of land for right-of-way purposes (the "Property").

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property shall be conveyed by Quitclaim Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$1,900.00 for the Property. This amount constitutes fair market value and is the entire payment for the Property and any and all known or potential damages, costs, or value that may be related to the Property. 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 Property. 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. Closing costs, if any, shall be paid by the City.

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

GRANTOR

Plaza 4700, LLC, a Utah Limited liability



By: Peter McCoy

Title: Manager



By: Michael McCoy

Title: Manager

State of Utah)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Peter McCoy & Michael McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Managers of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology



Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278


Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 21-06-476-039

QUIT CLAIM DEED

Plaza 4700, LLC, a Utah Limited liability, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land for public road purposes, located at **4616 South 4000 West**, in West Valley Ciity, Salt Lake County, State of Utah. Said tract of land being described as follows:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the west line of 4000 West Street, which is North 00°03'40" East 538.05 feet and North 89°56'20" West 33.00 feet from the Southeast Corner of said Section 6; and running thence North 89°56'20" West 7.00 feet along the southerly boundary of Grantor's property; thence North 00°03'40" East 83.00 feet to the northerly boundary of Grantor's property; thence North 89°56'20" East 7.00 feet along said northerly boundary; thence South 00°03'40" West 83.00 feet to the Point of Beginning. Containing 581 square feet, of which 478 square feet are currently occupied by existing street improvements, balance is 83 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2026.

GRANTOR
Plaza 4700, LLC, a Utah Limited liability

By:

Title:

Quit Claim Deed
Parcel No. 21-06-476-039
Page 2 of 2

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notary Public



LEGEND

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



SHEET NO. RW-02	4000 WEST IMPROVEMENTS	 WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN _____							
	4700 SOUTH TO 4100 SOUTH		CHECK _____							
	4616 S 4000 W		DRAWN _____							
	PROJECT NUMBER WVC ENG CCR - 486		CHECK _____							
	DESIGN _____		PROFESSIONAL SEAL	REMARKS _____	REVISIONS _____	DATE _____	NO. _____	BY _____		

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

Parcel No. 21-06-476-039

QUIT CLAIM DEED

Plaza 4700, LLC, a Utah Limited liability, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land for public road purposes, located at **4616 South 4000 West**, in West Valley Ciity, Salt Lake County, State of Utah. Said tract of land being described as follows:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the west line of 4000 West Street, which is North 00°03'40" East 538.05 feet and North 89°56'20" West 33.00 feet from the Southeast Corner of said Section 6; and running thence North 89°56'20" West 7.00 feet along the southerly boundary of Grantor's property; thence North 00°03'40" East 83.00 feet to the northerly boundary of Grantor's property; thence North 89°56'20" East 7.00 feet along said northerly boundary; thence South 00°03'40" West 83.00 feet to the Point of Beginning. Containing 581 square feet, of which 478 square feet are currently occupied by existing street improvements, balance is 83 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 5 day of August, 2026.

GRANTOR
Plaza 4700, LLC, a Utah Limited liability

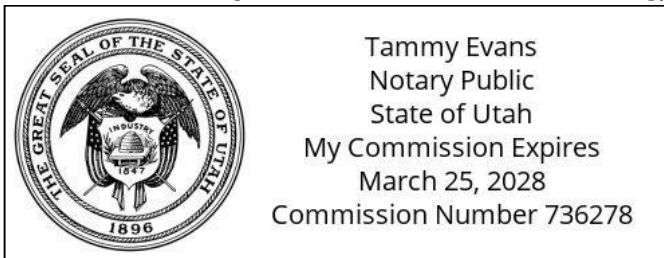

By: Pete McCoy
Title: Manager


By: Michael Patrick McCoy
Title: Manager

State of Utah)
)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Peter McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology



Tammy Evans
Notary Public

State of Utah)
County of Utah) :ss

On this 5 day of August, 2026, personally appeared before me Michael McCoy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager of **Plaza 4700, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and that he/she acknowledged to me that said limited liability company executed the same.

Notarized online using audio-video communication technology

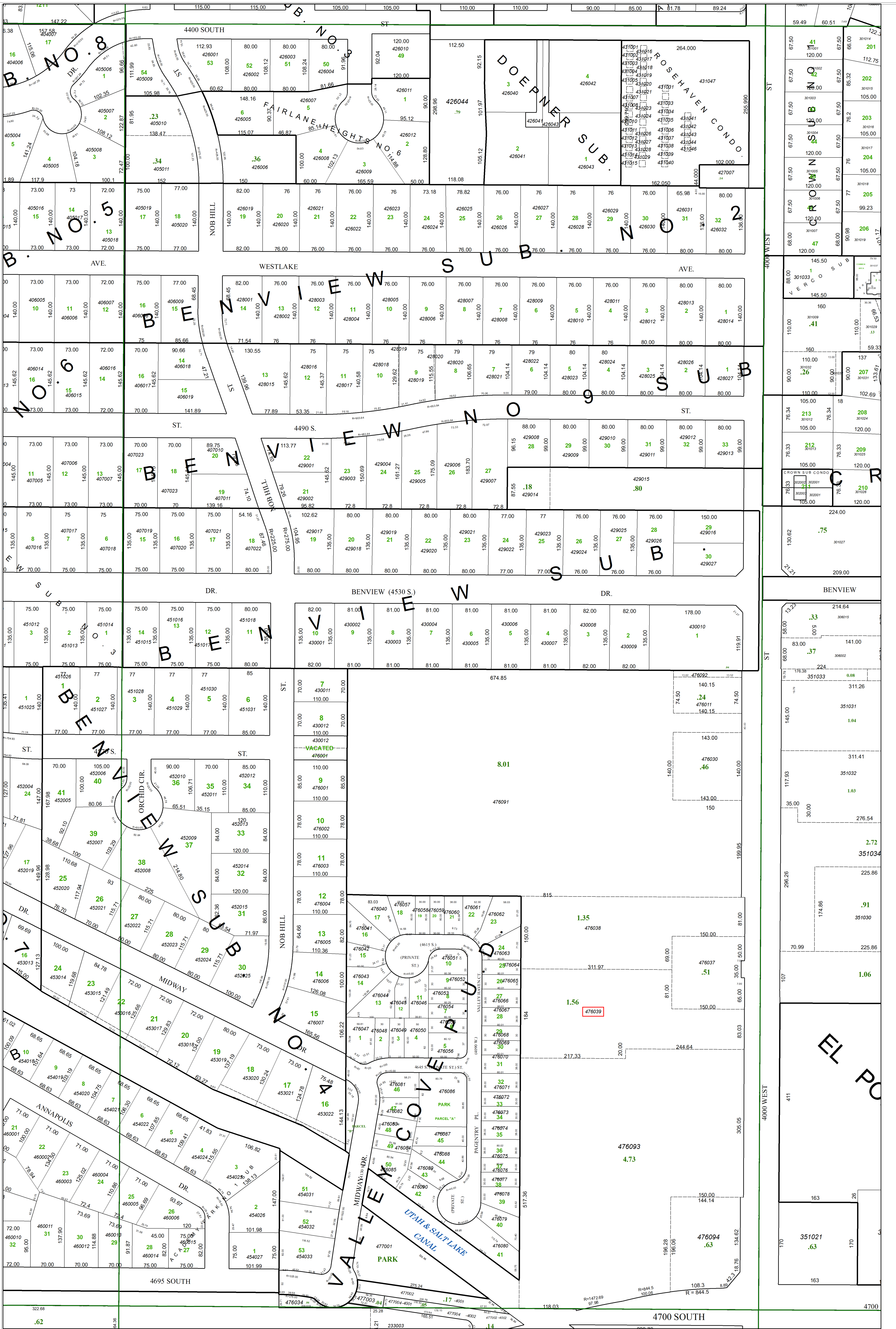


Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278

Tammy Evans
Notary Public



4000 West



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.



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

Fiscal Impact: *\$8,500.00 plus closing costs (6.77% of actual cost)*

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck have signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1433 West 4020 South (15-34-481-008).

Background:

The Harold C. Gunderson and Dorothy E. Gunderson, and Laura Affleck property located at 1433 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is \$8,500.00 plus closing costs. The city portion of the matching funds on the project (\$575.45) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/11/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
EASEMENT WITH AND FROM HAROLD GUNDERSON, DOROTHY
GUNDERSON, AND LAURA AFFLECK FOR PROPERTY LOCATED
AT 1433 WEST 4020 SOUTH.**

WHEREAS, Harold Gunderson, Dorothy Gunderson, and Laura Affleck (herein and collectively “Owner”) have entered into a Real Estate Purchase Agreement for property located at 1433 West 4020 South that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

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

1. That the above-referenced document entitled “Real Estate Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 114:2E, 114:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-008-0000
Property Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantors: Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 114:2E, 114:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$8,500 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **\$1,000 for temporary sprinklers, \$1,500 to relocate shed, \$100 to restore landscaping pavers for a total payment of \$2,600, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



WEST VALLEY CITY

Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 114:2E, 114:CE

Pin No: 22082

Job/Proj No: 56583

Project Location: 3900 South; Redwood Rd to Jordan River Bridge

County of Property: SALT LAKE

Tax ID(s) / Sidwell No: 15-34-481-008-0000

Property Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Owner's Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Primary Phone:

Owner's Home Phone:

Owner's Work Phone:

Owner / Grantor (s): Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

11.2 Grantor(s) acknowledge receiving payment for the following improvements acquired: misc. bushes for \$1,000, two (2) medium trees for \$2,000 for a total payment of \$3,000, which is included in the total purchase price.

11.3 Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$8,500 includes the approved just compensation of \$8,200 plus \$300 incentive payment.


Grantor's initials



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 114:2E, 114:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge

County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-008-0000

Property Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Owner's Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantors: Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants

Exhibit A (Attach conveyance documents)


Grantor's Initials



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 114:2E, 114:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge

County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-008-0000

Property Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Owner's Address: 1433 West 4020 South, WEST VALLEY CITY, UT 84123

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantors: Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants

SIGNATURE PAGE TO CITY OF TAYLORSVILLE OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

Harold C. Gunderson 8/4/26
Laura Affleck 8/4/26
Dorothy Gunderson 8/4/26

100% Harold C. and Dorothy E. Gunderson and Laura
Affleck - OWNER(s)

Date

Date

WEST VALLEY CITY

Karen Lang, Mayor

Date

DL
GA
Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-008

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:114:2E

Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of Lot 41 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 41 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°15'46"W. 5.00 feet to the point of curvature with a 1,979.86 foot non-tangent radius curve to the right, thence Easterly 17.33 feet along the arc of said curve (Note: Chord to said curve bears N.74°10'44"E. 17.33 feet. Central angle equals 00°30'06"); thence N.71°54'21"E. 65.53 feet; thence S.16°15'46"E. 5.00 feet; thence S.71°54'21"W. 65.48 feet to the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence Westerly 17.38 feet along the arc of said curve (Note: Chord to said curve bears S.74°10'51"W. 17.38 feet. Central angle

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:114:2E

equals 00°30'16") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 414 square feet or 0.010 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal NAD83 Highway bearings)

STATE OF)
) ss.
COUNTY OF)

Harold C. Gunderson

Dorothy E. Gunderson

Laura Affleck

On this ____ day of _____, in the year 20____, before me personally appeared Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Easement

Salt Lake County

Tax ID No. 15-34-481-008

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:114:CE

Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 41 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 41 which point is 65.83 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 41+62.28 and running thence N.16°15'46"W. 1.00 feet along the westerly lot line of said Lot 41 to a point 66.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.29 and the point of curvature with a 1,975.86 feet foot non-tangent radius curve to the right, thence easterly 17.37 feet along the arc of said curve (Note: Chord to said curve bears N.74°10'49"E. 17.37 feet. Central angle equals 00°30'14") to a

Continued on Page 2

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:114:CE

point 66.62 feet radially distant northwesterly from said control line opposite Engineers station 41+79.14; thence N.71°54'21"E. 65.49 feet to a point 69.83 feet radially distant northwesterly from said control line opposite Engineers station 42+43.67; thence S.16°15'46"E. 1.00 feet to a point 68.33 feet radially distant northwesterly from said control line opposite Engineers station 42+43.69; thence S.71°54'21"W. 65.48 feet to a point 65.62 feet radially distant northwesterly from said control line opposite Engineers station 41+79.15 and the point of curvature with a 1,974.86 feet foot non-tangent radius curve to the left, thence Westerly 17.38 feet along the arc of said curve (Note: Chord to said curve bears S.74°10'51"W. 17.38 feet. Central angle equals 00°30'16") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 83 square feet or 0.002 acre more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal NAD83 Highway bearings)

STATE OF	)	_____
	) ss.	Harold C. Gunderson
COUNTY OF	)	_____
		Dorothy E. Gunderson

		Laura Affleck

On this ____ day of _____, in the year 20____, before me personally appeared Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-008

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:114:2E

Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of Lot 41 King's Row Subdivision No. 4, according to the official plat thereof recorded January 31, 1977 as Entry No. 2903951 in Book 77-1 at Page 27, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 41 which point is 68.33 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 42+43.69 and running thence N.16°30'00"W. 5.00 feet along the westerly lot line of said Lot 41 to a point 70.83 feet radially distant northwesterly from said control line opposite Engineers station 41+62.32 and the point of curvature with a 1,979.86 foot non-tangent radius curve to the right, thence easterly 17.33 feet along the arc of said curve (Note: Chord to said curve bears N.73°56'30"E. 17.33 feet. Central angle equals 00°30'06"); thence N.71°40'07"E. 65.53 feet to the easterly boundary line of said Lot 41 at a point 73.34 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.62; thence along the easterly line of said Lot 41 S.16°30'00"E. 5.00 feet to a

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:114:2E

point 68.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.69 to the Southeast corner of said Lot 41; thence along the southerly boundary line of said Lot 41, S.71°40'07"W. 65.48 feet to the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence continuing along the southerly boundary line of said Lot 41 Westerly 17.37 feet along the arc of said curve (Note: Chord to said curve bears S.73°56'37"W. 17.37 feet. Central angle equals 00°30'14") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 414 square feet or 0.010 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

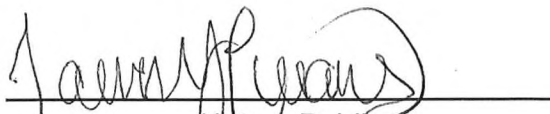
STATE OF Utah)
) ss.
 COUNTY OF Salt Lake)

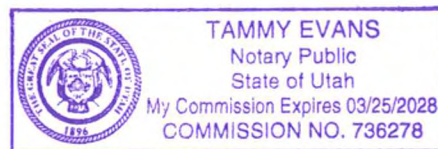

 Harold C. Gunderson


 Dorothy E. Gunderson


 Laura Affleck

On this 4 day of August, in the year 2020, before me personally appeared Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


 Notary Public



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-008

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:114:CE

Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:114:CE

(Note: Chord to said curve bears N.73°56'36"E. 17.37 feet. Central angle equals 00°30'14"); thence N.71°40'07"E. 65.49 feet to the easterly boundary line of said Lot 41 at a point 69.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.67; thence along the easterly line of said Lot 41 S.16°30'00"E. 1.00 feet to a point 68.33 feet perpendicularly distant northwesterly from said control line opposite Engineers station 42+43.69 to the Southeast corner of said Lot 41; thence along the southerly boundary line of said Lot 41, S.71°40'07"W. 65.48 feet to the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence continuing along the southerly boundary line of said Lot 41 Westerly 17.37 feet along the arc of said curve (Note: Chord to said curve bears S.74°10'51"W. 17.37 feet. Central angle equals 00°30'14") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 83 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
 COUNTY OF Salt Lake)

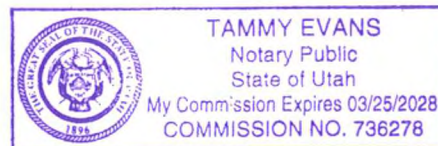
Harold C. Gunderson
 Harold C. Gunderson

Dorothy E. Gunderson
 Dorothy E. Gunderson

Laura Affleck
 Laura Affleck

On this 4 day of August, in the year 2020, before me personally appeared Harold C. Gunderson and Dorothy E. Gunderson, husband and wife and Laura Affleck, all as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
 Notary Public



4020 S

Exist R/W Line

HAROLD C & DOROTHY E GUNDERSON
1433 W 4020 S
15-34-481-008

114:CE — PERPETUAL EASEMENT

Utility Easement
65.53'

ARC
R=1975.86'
L=17.37'

MEADOWBROOK EXPY

A horizontal scale bar labeled "SCALE IN FEET" below it. The bar has four markings: "20" at the left end, "10" at the first internal division, "0" at the center, and "20" at the right end. The segments between 20 and 10, 10 and 0, and 0 and 20 are shaded black, while the outermost segments are white.

EXHIBIT NO. 114-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: HAROLD C & DOROTHY E GUNDERSON	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1433 W 4020 S	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 225 East 1500 North REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		



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

Fiscal Impact: *\$12,100.00 plus closing costs (6.77% of actual cost)*

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Darcisio Pegoretti has signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1317 W. Pharaoh Road (15-34-478-022).

Background:

The Darcisio Pegoretti property located at 1317 W. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is \$12,100.00 plus closing costs. The city portion of the matching funds on the project (\$819.17) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/17/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
EASEMENT WITH AND FROM DARCISIO PEGORETTI FOR
PROPERTY LOCATED AT 1317 WEST PHAROAH ROAD.**

WHEREAS, Darcisio Pegoretti (herein “Owner”) has entered into a Real Estate Purchase Agreement for property located at 1317 West Pharoah Road that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

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

1. That the above-referenced document entitled “Real Estate Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



WEST VALLEY CITY

Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

7

Project No: F-2172(9)8 Parcel No.(s): 119:2E, 119:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-022
Property Address: 1317 West Pharaoh Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1317 West Pharaoh Road, WEST VALLEY CITY, UT 84123
Primary Phone: 385-831-3621 Owner's Home Phone: 385-831-3621 Owner's Work Phone:
Owner / Grantor (s): Darcisio Pegoretti

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Darcisio Pegoretti ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 119:2E, 119:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$12,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Temporary sprinklers for \$1,500, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



WEST VALLEY CITY

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 119:2E, 119:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-022
Property Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: 385-831-3621 Owner's Home Phone: 385-831-3621 Owner's Work Phone:
Owner / Grantor (s): Darcisio Pegoretti

4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

The project is to restore impacted landscaping (sod/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$12,100 includes the approved just compensation of \$11,800 plus \$300 incentive payment.



WEST VALLEY CITY

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 119:2E, 119:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-022
Property Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: 385-831-3621 Owner's Home Phone: 385-831-3621 Owner's Work Phone:
Owner / Grantor (s): Darcisio Pegoretti

SIGNATURE PAGE TO CITY OF TAYLORSVILLE OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Darcisio Pegoretti - OWNER(s) 8/7/2026 Date

WEST VALLEY CITY

Karen Lang, Mayor

Date



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 119:2E, 119:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-022
Property Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: 385-831-3621 Owner's Home Phone: 385-831-3621 Owner's Work Phone:
Owner / Grantor (s): Darcisio Pegoretti

Exhibit A (Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-022

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:119:CE

DARCISIO PEGORETTI, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 1 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 1 at a point 79.77 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 48+91.14; and running thence along the westerly boundary line of said Lot 1 N.00°03'00"W. 1.02 feet to a point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 48+91.42; thence N.78°29'06"E. 53.79 feet to a point 76.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 49+45.06; thence N.74°11'45"E. 114.84 feet to a point in the easterly boundary line of said Lot 1 at a point 76.81 feet perpendicularly distant northerly from said control line opposite

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:CE

Engineers Station 50+59.90; thence along said easterly boundary line S.00°03'00"E. 1.04 feet to the Southeast corner of said Lot 1 at a point 75.81 feet perpendicularly distant northerly from said control line opposite Engineers Station 50+59.62; thence along the southerly boundary line of said Lot 1 S.74°11'45"W. 114.60 feet; thence continuing along said southerly boundary line S.78°29'06"W. 54.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 169 square feet or 0.004 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	
	) ss.	<u>Darcisio Pegoretti</u>
COUNTY OF	)	

On this ____ day of _____, in the year 20____, before me personally appeared DARCISIO PEGORETTI, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Tax ID No.: 15-34-478-022
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:119:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from DARCISIO PEGORETTI (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity DARCISIO PEGORETTI (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-022
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:2E

DARCISIO PEGORETTI, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 1 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the southwest corner of said Lot 1 at a point 79.77 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 48+91.14; and running thence along the westerly boundary line of said Lot 1 N.00°03'00"W. 5.10 feet to a point 84.68 feet perpendicularly distant northerly from said control line opposite Engineers station 48+92.52; thence N.78°29'06"E. 52.83 feet to a point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers station 49+45.21; thence to a point in the easterly boundary line of said Lot 1 N.74°11'45"E. 115.82 feet to a point 80.81 feet perpendicularly distant northerly from said control line

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:2E

opposite Engineers station 50+61.03; thence along said easterly boundary line of said Lot 1 S.00°03'00"E. 5.20 feet to the Southeast corner of said Lot 1 at a point 75.81 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers station 50+59.62; thence along the southerly boundary line of said Lot 1 S.74°11'45"W. 114.60 feet; thence continuing along said southerly boundary line S.78°29'06"W. 54.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 843 square feet or 0.019 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Darcisio Pegoretti
COUNTY OF	)	

On this _____ day of _____, in the year 20____, before me personally appeared DARCISIO PEGORETTI, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

PHARAOH RD

Exist R/W Line

1300 W

119:2E
119:CE

Exist Utility Easement

SE1/4 SE1/4
SEC. 34

MEADOWBROOK EXPY

A horizontal scale bar with a black top half and a white bottom half. The top half is divided into three equal segments by two vertical lines. The bottom half is divided into two equal segments by one vertical line. The markings are: 30 at the far left, 15 at the first division, 0 at the center, and 30 at the far right.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
119:CE	DARCISIO PEGORETTI	0.004	169	NONE		PERPETUAL	
119:2E	DARCISIO PEGORETTI	0.019	843	NONE		TEMPORARY	

EXHIBIT NO. 119-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: DARCISIO PEGORETTI	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1317 W PHARAOH RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 238 1st St, Salt Lake City, UT 84120 REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

DGN File: [pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082 3900 SOUTH REDWOOD RD TO JORDAN RIVER BRIDGE/Right of Way/22082 F-2172\(9\)8 02P 119 Exhibit.dgn](http://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082 3900 SOUTH REDWOOD RD TO JORDAN RIVER BRIDGE/Right of Way/22082 F-2172(9)8 02P 119 Exhibit.dgn)

11-MAY-2026

ADMINISTRATIVE DECISION FOR PROPERTY SETTLEMENT

Project No: F-2172(9)8 Parcel No.(s): 119:2E, 119:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
 County of Property: SALT LAKE Tax ID / Sidwell No: 15-34-478-022
 Property Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
 Owner's Address: 1317 West Pharoah Road, WEST VALLEY CITY, UT 84123
 Owner's Home Phone: 385-831-3621 Owner's Work Phone:
 Owner / Grantor (s): Darcisio Pegoretti
 Grantee: City of Taylorsville or West Valley City

In Compliance with the provisions of **Section 24.102(i)**, an Administrative Settlement has been recommended for the purchase of subject parcel(s).

An agent assigned to this parcel has recorded, by written log, that an Offer to Purchase was made to the property owner in the amount of \$11,800.00.

Reasoning for the recommended settlement is as follows:

Grantor qualified for an incentive payment, in the amount of \$300.00 by signing the contract / ROO within 30 days of the offer.

Settlement is, therefore, approved as follows:

Fair Market Value	\$11,800.00
Incentive Payment	\$300.00
TOTAL	\$12,100.00

8/7/2026

Date of Recommendation

Tammy Evans

Tammy E Evans (Consultant) / Acquisition Agent

Date of Approval

Jolene Ottley / Team Leader

Date of Approval

Local Representative

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-022
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:2E

DARCISIO PEGORETTI, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 1 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the southwest corner of said Lot 1 at a point 79.77 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 48+91.14; and running thence along the westerly boundary line of said Lot 1 N.00°03'00"W. 5.10 feet to a point 84.68 feet perpendicularly distant northerly from said control line opposite Engineers station 48+92.52; thence N.78°29'06"E. 52.83 feet to a point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers station 49+45.21; thence to a point in the easterly boundary line of said Lot 1 N.74°11'45"E. 115.82 feet to a point 80.81 feet perpendicularly distant northerly from said control line

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-022

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:119:CE

DARCISIO PEGORETTI, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 1 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 1 at a point 79.77 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 48+91.14; and running thence along the westerly boundary line of said Lot 1 N.00°03'00"W. 1.02 feet to a point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 48+91.42; thence N.78°29'06"E. 53.79 feet to a point 76.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 49+45.06; thence N.74°11'45"E. 114.84 feet to a point in the easterly boundary line of said Lot 1 at a point 76.81 feet perpendicularly distant northerly from said control line opposite

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

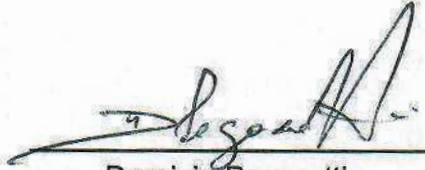
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:CE

Engineers Station 50+59.90; thence along said easterly boundary line S.00°03'00"E. 1.04 feet to the Southeast corner of said Lot 1 at a point 75.81 feet perpendicularly distant northerly from said control line opposite Engineers Station 50+59.62; thence along the southerly boundary line of said Lot 1 S.74°11'45"W. 114.60 feet; thence continuing along said southerly boundary line S.78°29'06"W. 54.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

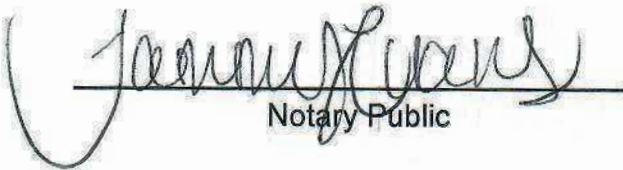
The above described easement contains 169 square feet or 0.004 acre, more or less.

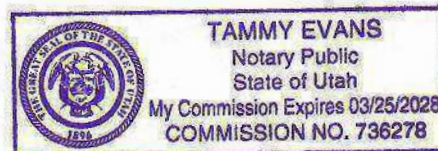
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
COUNTY OF salt lake) ss.


Darcisio Pegoretti

On this 1 day of August, in the year 2026, before me personally appeared DARCISIO PEGORETTI, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


Notary Public



PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:119:2E

opposite Engineers station 50+61.03; thence along said easterly boundary line of said Lot 1 S.00°03'00"E. 5.20 feet to the Southeast corner of said Lot 1 at a point 75.81 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers station 50+59.62; thence along the southerly boundary line of said Lot 1 S.74°11'45"W. 114.60 feet; thence continuing along said southerly boundary line S.78°29'06"W. 54.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

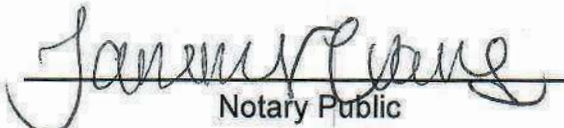
The above described easement contains 843 square feet or 0.019 acre, more or less.

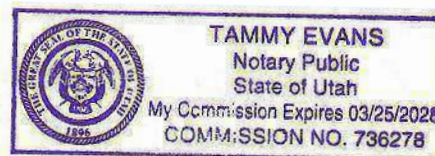
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
COUNTY OF Salt Lake) ss.


Darcisio Pegoretti

On this 1 day of August, in the year 2020 before me personally appeared DARCISIO PEGORETTI, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.


Notary Public



Tax ID No.: 15-34-478-022
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:119:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from DARCISIO PEGORETTI (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity DARCISIO PEGORETTI (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

PHAROAH RD

Exist R/W Line

DARCISIO PEGORETTI
1317 W PHARAOH RD
15-34-478-022
12411381

119:2E

119:CE

Exist Utility Easement

TE PF
Exist Hwy R/W Line

SE1/4 SE1/4
SEC. 34

MEADOWBROOK EXPY

30 15 0 30

SCALE IN FEET

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
119:CE	DARCISIO PEGORETTI	0.004	169	NONE	0.434	PERPETUAL	
119:2E	DARCISIO PEGORETTI	0.019	843	NONE	0.434	TEMPORARY	

EXHIBIT NO. 119-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: DARCISIO PEGORETTI	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1317 W PHARAOH RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 245 Page 19 of 20 REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

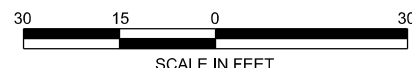
DGN File: [pw://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082 3900 SOUTH REDWOOD RD TO JORDAN RIVER BRIDGE/Right of Way/22082 F-2172\(9\)8 02P 119 Exhibit.dgn](http://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082 3900 SOUTH REDWOOD RD TO JORDAN RIVER BRIDGE/Right of Way/22082 F-2172(9)8 02P 119 Exhibit.dgn)

10-APR-2026



T.1S. N R.1W.
S.L.B. & M.

This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
119:CE	DARCISIO PEGORETTI	0.004	169	NONE	0.434	PERPETUAL	
119:2E	DARCISIO PEGORETTI	0.019	843	NONE	0.434	TEMPORARY	

EXHIBIT NO. 119-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: DARCISIO PEGORETTI	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1317 W PHARAOH RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 240 145 2010 REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		



West Valley City Issue Paper

City Council Review

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

Fiscal Impact: \$4,100.00

Funding Source: Transportation Funds

Account #: 45-9610-40750-75290-0200

Budget Opening Required: No

Issue:

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

Summary:

Brandon Podgorski and Valerie Podgorski have signed an Easement Purchase Agreement and a Temporary Construction Easement in favor of West Valley City for property located at 4216 South 4000 West (21-06-231-008).

Background:

The Brandon Podgorski and Valerie Podgorski property at 4216 S. 4000 W. is one of the properties affected by the 4000 West (4100 S to 4700 S) Improvement Project. As part of this project, curb, gutter, sidewalk, drive approaches, textured colored concrete park strip and asphalt work will be constructed 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 \$4,100.00 was based upon an administrative compensation estimate report prepared by the DH 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: 08/17/2026



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
BRANDON AND VALERIE PODGORSKI FOR PROPERTY
LOCATED AT 4216 SOUTH 4000 WEST.**

WHEREAS, Brandon and Valerie Podgorski (herein and collectively “Owner”) have entered into an Easement Purchase Agreement for property located at 4216 South 4000 West that is affected by the 4000 West 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____, Brandon and Valerie Podgorski (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 \$4,100.00 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.

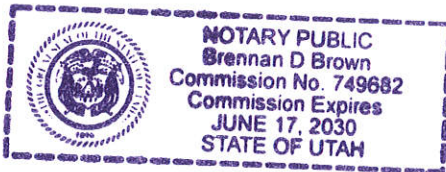
(signatures follow)

GRANTORS
BRANDON PODGORSKI
VALERIE PODGORSKI

Brandon Podgorski
Valerie M Podgorski

State of UTAH)
County of SALT LAKE) :SS

On this 17TH day of AUGUST, 20 26, personally appeared before me Brandon Podgorski and Valerie Podgorski, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.



Brennan D Brown
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: **21-06-231-008**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Brandon Podgorski and Valerie Podgorski**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4216 South 4000 West**, 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 Northeast quarter of Section 6, Township 2 South, Range 1 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 Northeast Corner of Lot 18 of Fairlane Heights Subdivision, according to the official plat thereof as recorded in Book R at Page 10 in the office of the Salt Lake County Recorder; thence South 00°02'40" West 90.00 feet along the westerly right of way line of 4000 West Street; thence along a curve to the right having a radius of 20.00 feet, with a central angle of 89°59'40", chord bears South 45°02'30" West 28.29 feet, for an arc distance of 31.41 feet; thence North 89°57'40" West 5.00 feet along the southerly boundary of Grantors' property; thence North 00°02'40" East 45.50 feet; thence South 89°57'40" East 15.00 feet; thence North 00°02'40" East 64.50 feet to the northerly boundary of Lot 18; thence South 89°57'40" East 10.00 feet along said northerly boundary line to the Point of Beginning. Encompassing 1,697 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 Grantor may use the property at any time in a manner which does not interfere with construction activities.

GRANTORS

Valerie Podgorski

On this _____ day of _____, 2026, personally appeared before me **Brandon Podgorski and Valerie Podgorski**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Notary Public

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **21-06-231-008**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Brandon Podgorski and Valerie Podgorski**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4216 South 4000 West**, 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 Northeast quarter of Section 6, Township 2 South, Range 1 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 Northeast Corner of Lot 18 of Fairlane Heights Subdivision, according to the official plat thereof as recorded in Book R at Page 10 in the office of the Salt Lake County Recorder; thence South 00°02'40" West 90.00 feet along the westerly right of way line of 4000 West Street; thence along a curve to the right having a radius of 20.00 feet, with a central angle of 89°59'40", chord bears South 45°02'30" West 28.29 feet, for an arc distance of 31.41 feet; thence North 89°57'40" West 5.00 feet along the southerly boundary of Grantors' property; thence North 00°02'40" East 45.50 feet; thence South 89°57'40" East 15.00 feet; thence North 00°02'40" East 64.50 feet to the northerly boundary of Lot 18; thence South 89°57'40" East 10.00 feet along said northerly boundary line to the Point of Beginning. Encompassing 1,697 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 Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 17TH day of AUGUST,
2026.

GRANTORS

Brandon Podgorski
Brandon Podgorski

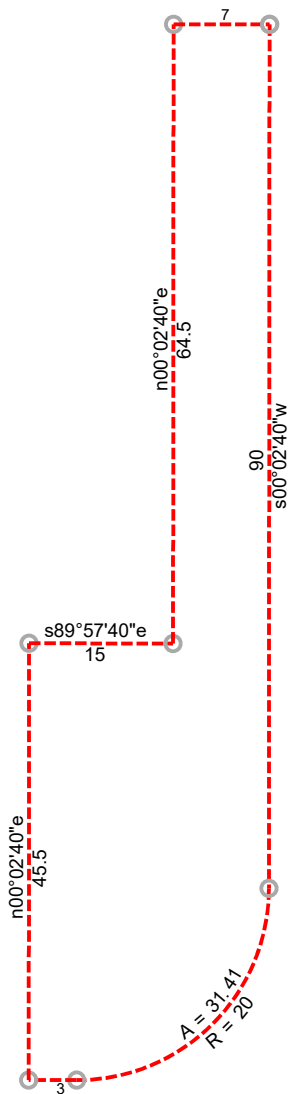
Valerie Podgorski
Valerie Podgorski

State of UTAH)
County of SALT LAKE) :SS

On this 17TH day of AUGUST, 2026, personally appeared
before me **Brandon Podgorski and Valerie Podgorski**, 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.



Brennan D. Brown
Notary Public



4000 West

Continental Drive (4225 South)

Podgorski to WVC(21-06-231-008)TCE

5/5/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0389 Acres (1697 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/95283), Perimeter=261 ft.

01 s00.0240w 90

07 s89.5740e 10

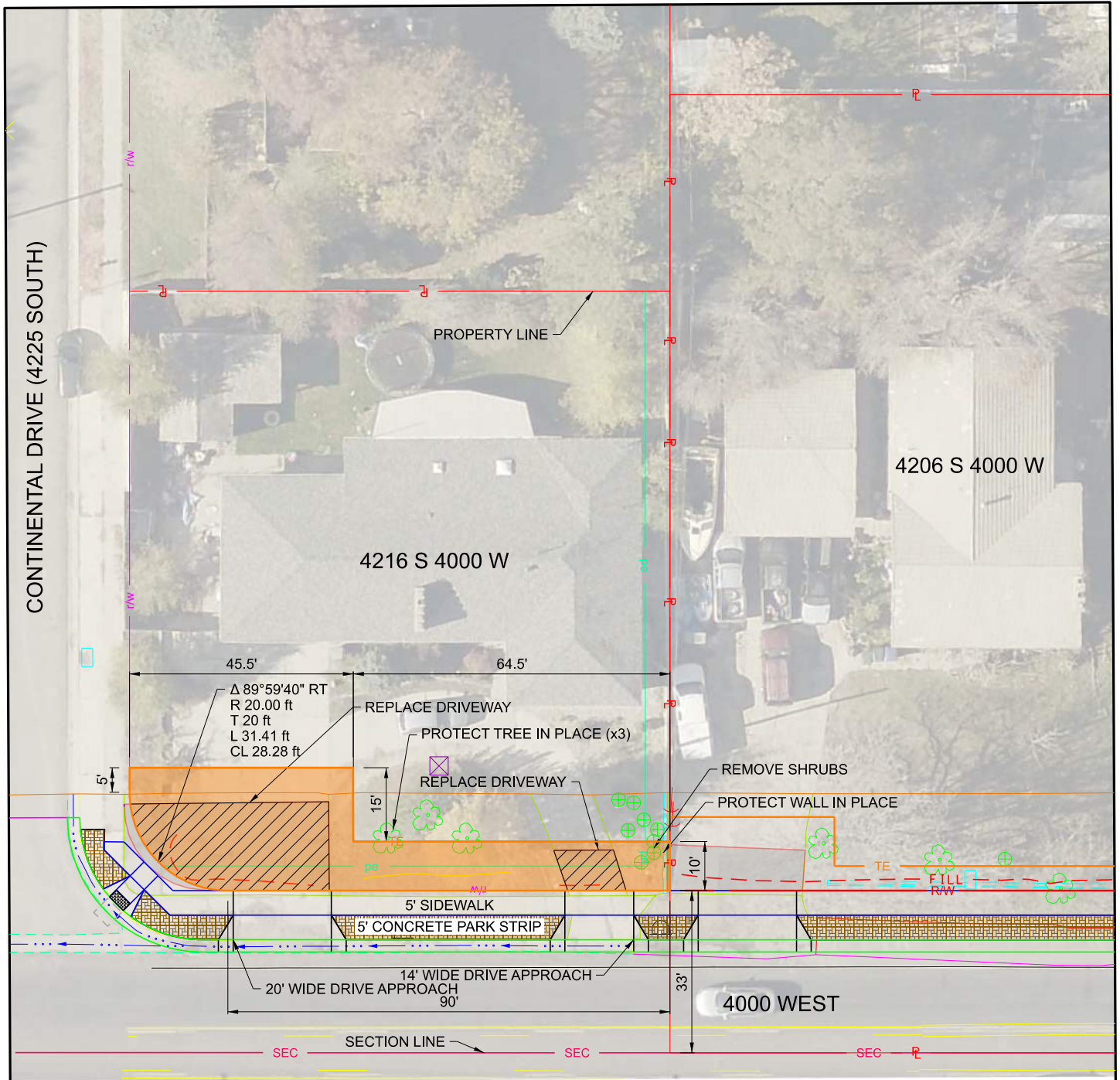
02 Rt, r=20.00, delta=089.5940, arc=31.41, chord=s45.0230w 28.28

03 n89.5740w 5

04 n00.0240e 45.5

05 s89.5740e 15

06 n00.0240e 64.5



LEGEND

	EXISTING SIDEWALK
	EXISTING CURB AND GUTTER
	EXISTING EDGE OF PAVED ROAD
	EXISTING PROPERTY LINE
	PROPOSED SIDEWALK
	PROPOSED CURB & GUTTER
	PROPOSED PARK STRIP
	PUBLIC EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
	RIGHT OF WAY ACQUISITION
	ACQUISITION TCE AREA

0 15 30 45 60



NOTES:

- CONTRACTOR WILL RESTORE IMPACTED LANDSCAPING (DECORATIVE ROCK, SOD AND SPRINKLERS) WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.

SHEET NO. RW-30	4000 WEST IMPROVEMENTS	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	DESIGN						
	4700 SOUTH TO 4100 SOUTH		CHECK						
	4216 S 4000 W		DRAWN						
	PROJECT NUMBER WVC ENG CCR - 486		CHECK						
DESIGN		PROFESSIONAL SEAL		DATE		REVISIONS			
						REMARKS	DATE	NO.	BY

SURVEYOR'S CERTIFICATE

I, Douglas H. Brommer, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1528, 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 FAIRLANE HEIGHTS SUBDIVISION and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION		
COURSE	DIST.	REMARKS
		Beginning at a point in the centerline of 4000 West Street, in Salt Lake County, State of Utah, said point being
N.0°02'40"E.	1320.0	feet from the Southeast corner of the Northeast quarter of Section 6, T.2S., R.1W., S.L.B. & M., and running thence
N.89°57'40"W.	825.0	feet; thence
N.0°02'40"E.	633.6	feet; thence
S.89°57'40"E.	385.0	feet; thence
S.0°02'40"W.	297.0	feet; thence
S.89°57'40"E.	440.0	feet, to the centerline of said 4000 West Street; thence
S.0°02'40"W.	336.6	feet, to the point of beginning.

August 6th, 1956...
DATE

Douglas H. Brommer
Registered Land Surveyor...

OWNER'S DEDICATION

Know all men by these presents that We, the 2 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

FAIRLANE HEIGHTS 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 thirteenth day of August A.D., 1956.

E. Warren Cable Lern A. Cable, his wife
Owners....

ACKNOWLEDGMENT

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

On the 13 day of Aug., 19AD56, 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, They 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: 7-7-59

Allen K. Euter
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

FAIRLANE HEIGHTS SUBDIVISION

BEING PART OF THE NORTHEAST 1/4

SECTION 6, T.2S., R.1W.
SALT LAKE BASE & MERIDIAN

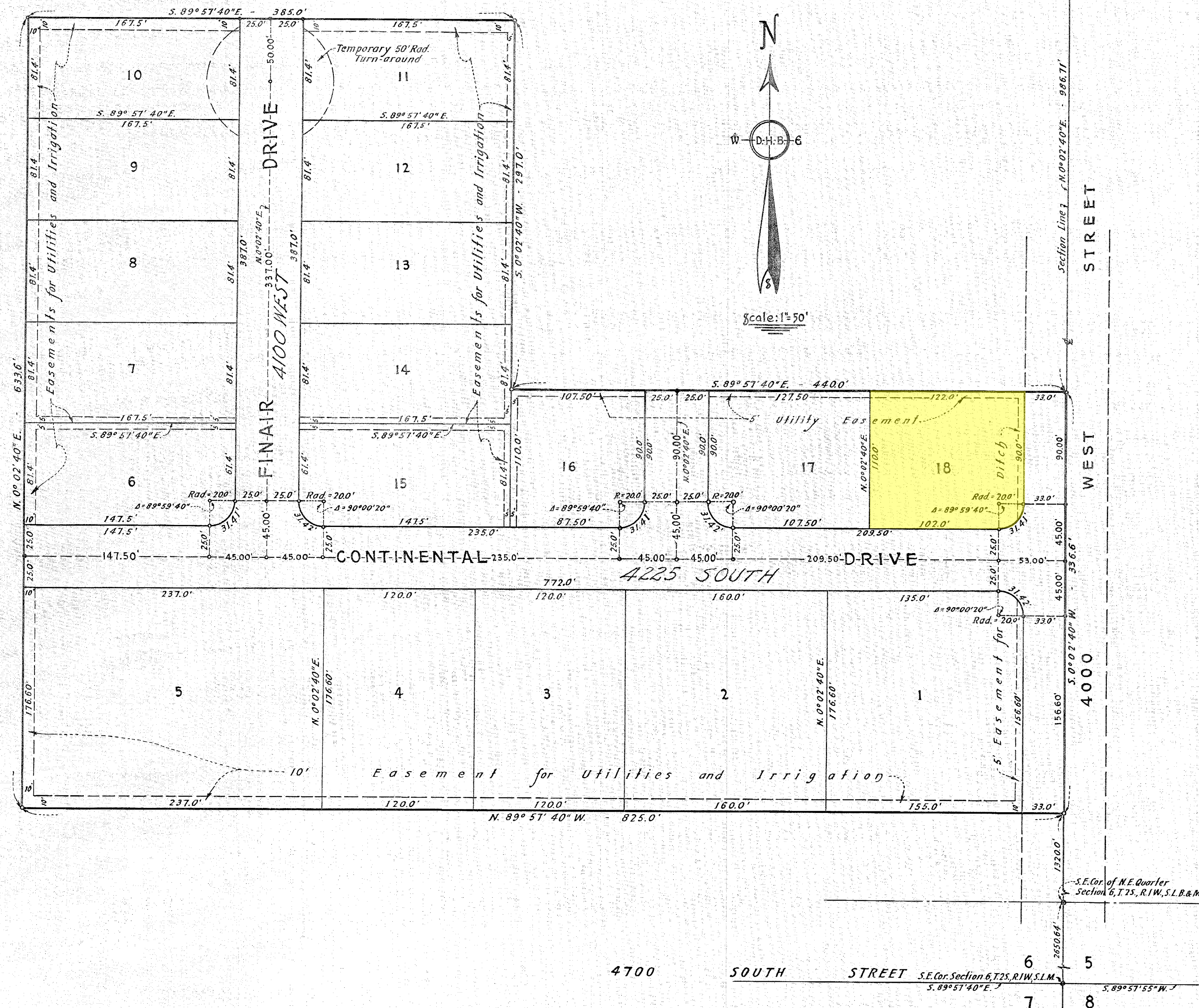
RECORDED # 1505142

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

E. WARREN CABLE

DATE OCT 2 1956 TIME 4:42 PM BOOK "R" PAGE 10

FEE \$ 17.00
Hazel Jaggard
SALT LAKE COUNTY RECORDER



COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 28TH DAY OF August A.D., 1956 BY
THE SALT LAKE COUNTY PLANNING COMMISSION.

J.R. Mickelson
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.

Sept 6-1956
DATE

John E. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 24TH DAY OF Sept A.D., 1956

Brian T. Thurman
CLERK, SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 24TH DAY OF Sept A.D., 1956, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

William H. Thompson
SALT LAKE COUNTY CLERK/CHAIRMAN, BD. OF SALT LAKE CO. COMM.



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

Fiscal Impact: *\$5,800.00 plus closing costs (6.77% of actual cost)*

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Ilia Sidamonidze has signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1333 W. Pharaoh Road (15-34-478-021).

Background:

The Ilia Sidamonidze property located at 1333 W. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is \$5,800.00 plus closing costs. The city portion of the matching funds on the project (\$392.66) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/17/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
EASEMENT WITH AND FROM ILIA SIDAMONIDZE FOR
PROPERTY LOCATED AT 1333 WEST PHAROAH ROAD.**

WHEREAS, Ilia Sidamonidze (herein “Owner”) has entered into a Real Estate Purchase Agreement for property located at 1333 West Pharoah Road that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

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

1. That the above-referenced document entitled “Real Estate Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 118:2E, 118:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-021
Property Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Ilia Sidamonidze, as sole owner

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Ilia Sidamonidze, as sole owner ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 118:2E, 118:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$6,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 118:2E, 118:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-021
Property Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Iliia Sidamonidze, as sole owner

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$6,100 includes the approved just compensation of \$5,800 plus \$300 incentive payment.



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 118:2E, 118:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-021
Property Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Ilia Sidamonidze, as sole owner

SIGNATURE PAGE TO CITY OF TAYLORSVILLE OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Ilia Sidamonidze - OWNER(s)

08/12/26

Date

Date

WEST VALLEY CITY

Karen Lang, Mayor

Date



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 118:2E, 118:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-478-021
Property Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Owner's Address: 1333 West Pharoah Road, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Ilia Sidamonidze, as sole owner

Exhibit A (Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-021

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:118:CE

Ilia Sidamonidze, as sole owner, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 2 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 2 at a point 88.41 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 46+94.28; and running thence N.00°03'00"W. 1.05 feet along the westerly boundary line of said Lot 2 to a point 89.42 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.57; thence N.71°40'16"E. 50.51 feet to a point 91.67 feet perpendicularly distant northerly from said control line opposite Engineers Station 47+45.03; thence N.78°29'06"E. 146.79 feet to a point in the easterly boundary line of said Lot 2 at a

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:118:CE

point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 48+91.42; thence along the easterly boundary line of said Lot 2 S.00°03'00"E. 1.02 feet to the Southeast corner of said Lot 2 at a point 79.77 feet radially distant northerly from said control line opposite Engineers station 48+91.14; thence along the southerly boundary line of said Lot 2 S.78°29'06"W. 146.53 feet; thence continuing along the southerly boundary line of said Lot 2 S.71°40'16"W. 50.78 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 197 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Ilia Sidamonidze
COUNTY OF	)	

On this _____ day of _____, in the year 20____, before me personally appeared Ilia Sidamonidze, as sole owner, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Tax ID No.: 15-34-478-021
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:118:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the
_____, hereafter "public entity," being first duly sworn,
depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Ilia Sidamonidze, as sole owner (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents Ilia Sidamonidze, as sole owner (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-021

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:118:2E

Ilia Sidamonidze, as sole owner, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 2 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 2 at a point 88.41 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 46+94.28; and running thence along the westerly boundary line of said Lot 2 N.00°03'00"W. 5.27 feet to a point 93.48 feet radially distant northerly from said control line opposite Engineers station 46+95.71; thence N.71°40'16"E. 49.43 feet; thence N.78°29'06"E. 147.84 feet the easterly boundary line of said Lot 2 at a point 84.68 feet radially distant northerly from said control line opposite Engineers station 48+92.52; thence along the easterly boundary line of said Lot 2 S.00°03'00"E. 5.10 feet to the Southeast corner of said Lot 2 at a point 79.77 feet radially distant northerly from said control line opposite Engineers station 48+91.14; thence along the southerly boundary line of said Lot 2

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:118:2E

S.78°29'06"W. 146.53 feet; thence continuing along the southerly boundary line of said Lot 2 S.71°40'16"W. 50.78 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 987 square feet or 0.023 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Ilia Sidamonidze
COUNTY OF	)	

On this ____ day of _____, in the year 20____, before me personally appeared Ilia Sidamonidze, as sole owner, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-478-021

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:118:2E

Ilia Sidamonidze, as sole owner, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of Lot 2 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 2 at a point 88.41 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 46+94.28; and running thence along the westerly boundary line of said Lot 2 N.00°03'00"W. 5.27 feet to a point 93.48 feet radially distant northerly from said control line opposite Engineers station 46+95.71; thence N.71°40'16"E. 49.43 feet; thence N.78°29'06"E. 147.84 feet the easterly boundary line of said Lot 2 at a point 84.68 feet radially distant northerly from said control line opposite Engineers station 48+92.52; thence along the easterly boundary line of said Lot 2 S.00°03'00"E. 5.10 feet to the Southeast corner of said Lot 2 at a point 79.77 feet radially distant northerly from said control line opposite Engineers station 48+91.14; thence along the southerly boundary line of said Lot 2

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:118:2E

S.78°29'06"W. 146.53 feet; thence continuing along the southerly boundary line of said Lot 2 S.71°40'16"W. 50.78 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 987 square feet or 0.023 acre, more or less.

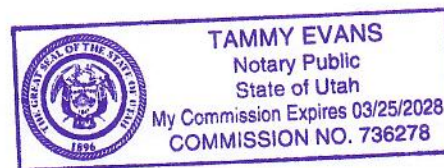
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF salt lake)

I. Sidamonidze
Ilia Sidamonidze

On this 17 day of August, in the year 2020, before me personally appeared Ilia Sidamonidze, as sole owner, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
Notary Public



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-478-021

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:118:CE

Ilia Sidamonidze, as sole owner, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 2 King's Row Subdivision No. 2, according to the official plat thereof recorded November 2, 1967 as Entry No. 2221579 in Book FF at Page 13, in the office of the Salt Lake County Recorder, a subdivision situate in the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the southwest corner of said Lot 2 at a point 88.41 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 46+94.28; and running thence N.00°03'00"W. 1.05 feet along the westerly boundary line of said Lot 2 to a point 89.42 feet perpendicularly distant northerly from said control line opposite Engineers Station 46+94.57; thence N.71°40'16"E. 50.51 feet to a point 91.67 feet perpendicularly distant northerly from said control line opposite Engineers Station 47+45.03; thence N.78°29'06"E. 146.79 feet to a point in the easterly boundary line of said Lot 2 at a

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:118:CE

point 80.76 feet perpendicularly distant northerly from said control line opposite Engineers Station 48+91.42; thence along the easterly boundary line of said Lot 2 S.00°03'00"E. 1.02 feet to the Southeast corner of said Lot 2 at a point 79.77 feet radially distant northerly from said control line opposite Engineers station 48+91.14; thence along the southerly boundary line of said Lot 2 S.78°29'06"W. 146.53 feet; thence continuing along the southerly boundary line of said Lot 2 S.71°40'16"W. 50.78 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 197 square feet or 0.005 acre, more or less.

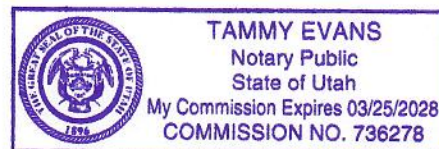
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

I. S. Sidamonidze
Ilia Sidamonidze

On this 12 day of August, in the year 2020, before me personally appeared Ilia Sidamonidze, as sole owner, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
Notary Public



Tax ID No.: 15-34-478-021
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:118:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the
_____, hereafter "public entity," being first duly sworn,
depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from Ilia Sidamonidze, as sole owner (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents Ilia Sidamonidze, as sole owner (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

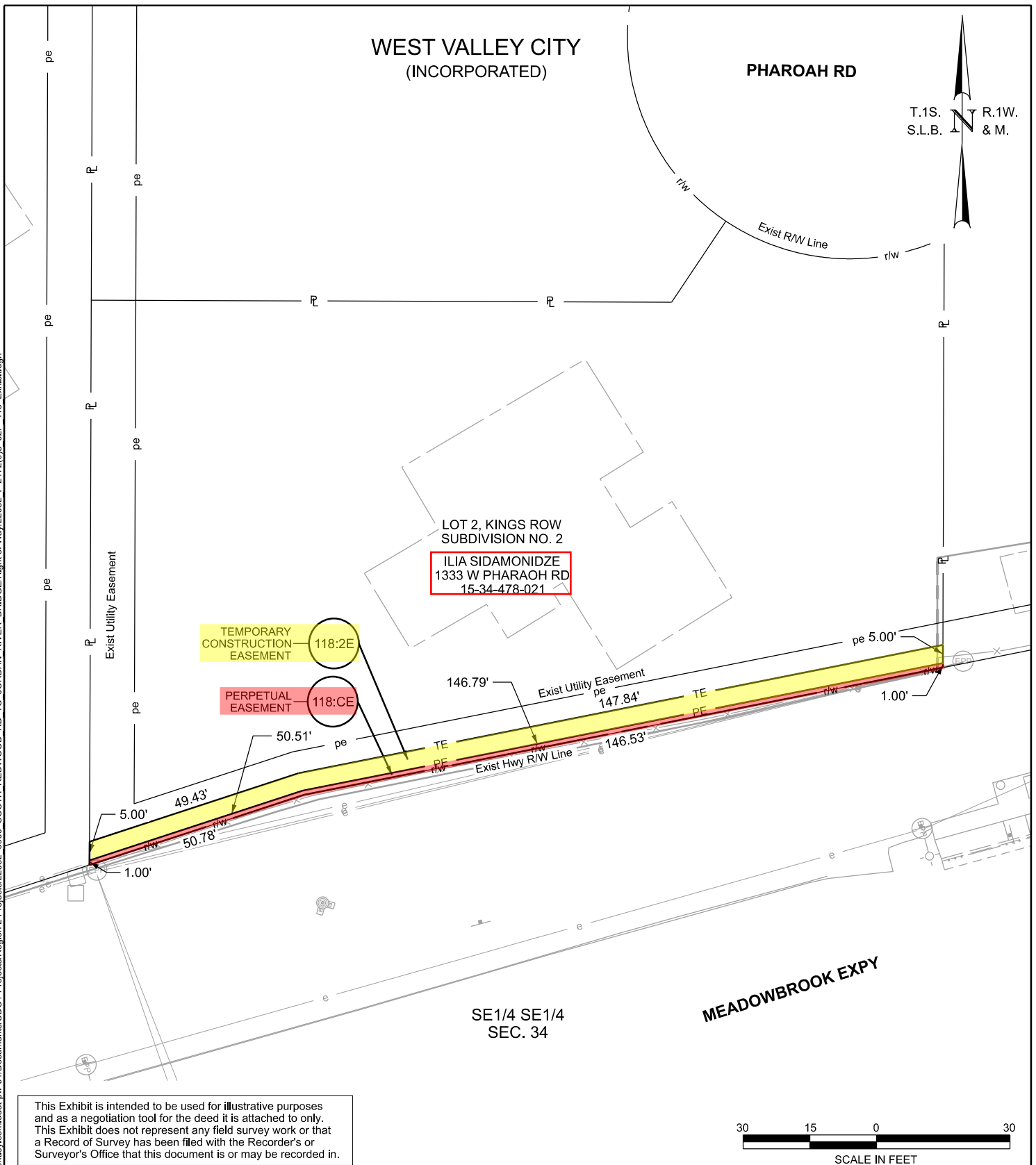
State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

DGN File: <pwr://udot-pw.bentley.com:udot-pw-01/Documents/UDOT Projects/Region 2 Projects/22082 3900 SOUTH REDWOOD RD TO JORDAN RIVER BRIDGE/Right of Way/22082 F-212/918 02P 118 Exhibit.dgn>



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
118:CE	ILIA SIDAMONIDZE	0.005	197	NONE	0.466	PERPETUAL	
118:2E	ILIA SIDAMONIDZE	0.023	986	NONE	0.466	TEMPORARY	

EXHIBIT NO. 118-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: ILIA SIDAMONIDZE	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 1333 W PHARAOH RD	
	TO JORDAN RIVER BRIDGE			 UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

WEST VALLEY CITY
(INCORPORATED)

PHAROAH RD

T.1S.
S.L.B. N R.1W.
& M.

LOT 2, KINGS ROW
SUBDIVISION NO. 2

ILIA SIDAMONIDZE
1333 W PHAROAH RD
15-34-478-021

TEMPORARY
CONSTRUCTION
EASEMENT

118:2E

PERPETUAL
EASEMENT

118:CE

146.79'

Exist Utility Easement

147.84'

50.51'

146.53'

Exist Hwy R/W Line

5.00'

49.43'

50.78'

1.00'

5.00'

1.00'

SE1/4 SE1/4
SEC. 34

MEADOWBROOK EXPY

This Exhibit is intended to be used for illustrative purposes
and as a negotiation tool for the deed it is attached to only.
This Exhibit does not represent any field survey work or that
a Record of Survey has been filed with the Recorder's or
Surveyor's Office that this document is or may be recorded in.



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
118:CE	ILIA SIDAMONIDZE	0.005	197	NONE	0.466	PERPETUAL	AC. RIGHT
118:2E	ILIA SIDAMONIDZE	0.023	986	NONE	0.466	TEMPORARY	

EXHIBIT NO.	118-EXHIBIT	PARTIAL SUMMARY NO.	02P	PROPERTY OWNER:	ILIA SIDAMONIDZE
PROJECT	3900 SOUTH; REDWOOD RD TO JORDAN RIVER BRIDGE	PROPERTY ADDRESS:	1333 W PHAROAH RD	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		



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

Fiscal Impact: *\$6,900.00 plus closing costs (6.77% of actual cost)*

Funding Source: *Surface Transportation Funds*

Account #: *45-9610-40750-75281-0600*

Budget Opening Required: *No*

Issue:

Authorization of a Real Estate Purchase Agreement and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Daniel W. Spendlove and Christine Spendlove have signed a Real Estate Purchase Agreement along with a Perpetual Easement and a Temporary Construction Easement in favor of West Valley City for property located at 1459 West 4020 South (15-34-481-005).

Background:

The Daniel W. Spendlove and Christine Spendlove property located at 1459 West 4020 South is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is \$6,900.00 plus closing costs. The city portion of the matching funds on the project (\$467.13) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Agreement and accept Perpetual Easement and Temporary Construction Easement. The recording of documents and distribution of funds will be handled by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 08/17/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM DANIEL AND CHRISTINE SPENDLOVE FOR PROPERTY LOCATED AT 1459 WEST 4020 SOUTH.

WHEREAS, Daniel and Christine Spendlove (herein and collectively “Owner”) have entered into a Real Estate Purchase Agreement for property located at 1459 West 4020 South that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed a Temporary Construction Easement and a Perpetual Easement (the “Documents”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with Owner, and to accept the Documents.

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

1. That the above-referenced document entitled “Real Estate Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 111:2E, 111:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-005-0000
 Property Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
 Owner's Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
 Primary Phone: 801-975-0933 Owner's Home Phone: 801-975-0933 Owner's Work Phone:
 Owner / Grantor (s): Daniel W. Spendlove and Christine Spendlove, husband and wife, as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Daniel W. Spendlove and Christine Spendlove, husband and wife, as joint tenants ("Owner") agrees to sell to City of Taylorsville or West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 111:2E, 111:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$6,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **\$1,000 for temporary sprinklers, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 111:2E, 111:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-005-0000
Property Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-975-0933 Owner's Home Phone: 801-975-0933 Owner's Work Phone:
Owner / Grantor (s): Daniel W. Spendlove and Christine Spendlove, husband and wife, as joint tenants

4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

11.1 The project is to restore impacted landscaping (sod)/irrigation, replace impacted fencing along r/w with privacy fence/wall, connect impacted side fences to new privacy fence/wall, and sawcut/replace impacted concrete pads (pickleball court, patio slabs).

11.2 Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$4,900 includes the approved just compensation of \$4,600 plus \$300 incentive payment.

11.3 Grantors acknowledges receiving an Administrative Settlement in the amount of \$2,000, which represents a final global settlement of all outstanding just compensation issues related to this transaction with the Grantors, including any claim for severance damages. The Administrative Settlement is included in the Purchase Price.



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

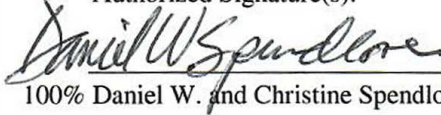
Project No: F-2172(9)8 Parcel No.(s): 111:2E, 111:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-005-0000
Property Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-975-0933 Owner's Home Phone: 801-975-0933 Owner's Work Phone:
Owner / Grantor (s): Daniel W. Spendlove and Christine Spendlove, husband and wife, as joint tenants

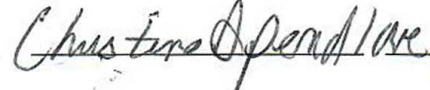
SIGNATURE PAGE TO CITY OF TAYLORSVILLE OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Tammy Evans, through Kimley-Horn & Associates, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):


100% Daniel W. and Christine Spendlove - OWNER(s)

8-13-26
Date


Date

8-13-26
Date

WEST VALLEY CITY

Karen Lang, Mayor

Date

 C.S.

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 111:2E, 111:CE

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South: Redwood Rd to Jordan River Bridge
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-34-481-005-0000
Property Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1459 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: 801-975-0933 Owner's Home Phone: 801-975-0933 Owner's Work Phone:
Owner / Grantor (s): Daniel W. Spendlove and Christine Spendlove, husband and wife, as joint tenants

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-005

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:111:CE

DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of Lot 5 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of constructing and maintaining a privacy fence and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. This easement includes the right to construct, maintain, and continue the existence of said privacy fence as constructed by Grantee. This easement shall run with the real property and be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said perpetual easement are described as follows:

Beginning at the Southwest corner of said Lot 5 which point is 67.11 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 39+28.98 and running thence N.16°30'00"W. 1.01 feet along the westerly lot line of said Lot 5 to a point 68.11 feet radially distant northwesterly from said control line opposite Engineers station 39+29.10 to the point of curvature with a 1,979.68 foot non-tangent radius curve to the right, thence northeasterly 80.39 feet along the arc of said curve (Note: Chord to said curve bears N.67°52'44"E. 80.39 feet. Central angle equals 02°19'36") to a point

Continued on Page 2

68.04 feet radially distant northwesterly from said control line opposite Engineers station 40+07.02 and the easterly boundary line of said Lot 5; thence S.16°30'00"E. 1.01 feet along said easterly lot line to the Southeast corner of said Lot 5 at a point 67.03 feet radially distant northwesterly from said control line opposite Engineers station 40+06.94 to the point of curvature with a 1,974.86 feet foot non-tangent radius curve to the left, thence along the southerly boundary line of said Lot 5, southwesterly 80.39 feet along the arc of said curve (Note: Chord to said curve bears S.67°52'45"W. 80.39 feet. Central angle equals 02°19'57") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 81 square feet or 0.002 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Daniel W. Spendlove
COUNTY OF	)	_____
		Christine Spendlove

On this ____ day of _____, in the year 20____, before me personally appeared DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Tax ID No.: 15-34-481-005
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:111:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the attached legal description and deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity consents to DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants (Grantor(s)) conveying the real property interest described in the attached deed and legal description to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____ Date _____
By: _____
Its: _____
Signed by Authority of: _____

State of Utah,
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-005

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:111:2E

DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of upon part of Lot 5 King's Row Subdivision No. 3, according to the official plat thereof recorded April 2, 1972 as Entry No. 2448284 in Book LL at Page 12, in the office of the Salt Lake County Recorder, a subdivision situate in the SW1/4 SE1/4, and the SE1/4 SE1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of blending of slopes, and appurtenant parts thereof to facilitate the widening of existing Meadowbrook Expressway, known as Project No. F-2172(9)8. 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 three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the Southwest corner of said Lot 5 which point is 67.11 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 39+28.98 and running thence N.16°30'00"W. 5.03 feet along the westerly boundary line of said Lot 5 to a point 72.11 feet radially distant northwesterly from said control line opposite Engineers station 39+29.55 which point is the point of curvature with a 1,983.68 foot non-tangent radius curve to the right; thence northeasterly to the easterly boundary line of said Lot 5, 80.39 feet along the arc of said curve (Note: Chord to said curve bears N.67°53'25"E. 80.38 feet Central angle equals 02°19'19") to a point 72.04 feet radially

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:111:2E

distant northwesterly from said control line opposite Engineers station 40+07.34; thence S.16°30'00"E. 5.02 feet along said easterly lot line to the Southeast corner of said Lot 5 at a point 67.03 feet radially distant northwesterly from said control line opposite Engineers station 40+06.94 which point is the point of curvature with a 1,974.86 foot non-tangent radius curve to the left to the southeasterly corner of said Lot 5, thence southwesterly 80.39 feet along the arc of said curve (Note: Chord to said curve bears S.67°52'47"W. 80.39 feet. Central angle equals 02°19'57") along the southerly boundary line of said Lot 5 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 402 square feet or 0.009 acre, more or less.

(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF	)	_____
	) ss.	Daniel W. Spendlove
COUNTY OF	)	_____
		Christine Spendlove

On this _____ day of _____, in the year 20____, before me personally appeared DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 15-34-481-005

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:111:2E

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Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:111:2E

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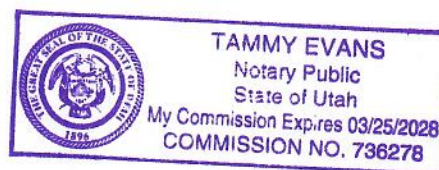
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Daniel W. Spendlove
Daniel W. Spendlove

Christine Spendlove
Christine Spendlove

On this 13 day of August, in the year 2020, before me personally appeared DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
Notary Public



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Perpetual Easement

Salt Lake County

Tax ID No. 15-34-481-005

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:111:CE

DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, a municipal corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:111:CE

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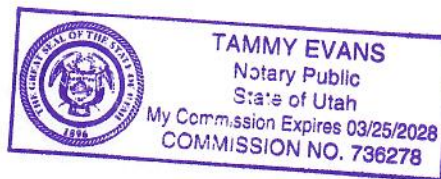
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Daniel W. Spendlove
Daniel W. Spendlove
Christine Spendlove
Christine Spendlove

On this 13 day of August, in the year 2020, before me personally appeared DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Tammy Evans
Notary Public



Tax ID No.: 15-34-481-005
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:111:CE

PUBLIC ENTITY AFFIDAVIT – GRANTEE: PUBLIC ENTITY

I, _____, being of legal age and authorized by the _____, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of the real property interest identified above by deed from DANIEL W. SPENDLOVE and CHRISTINE SPENDLOVE, husband and wife, as joint tenants (Grantor(s)). By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property interest described in the attached deed and legal description.

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I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true.

Signature _____

Date _____

By: _____

Its: _____

Signed by Authority of: _____

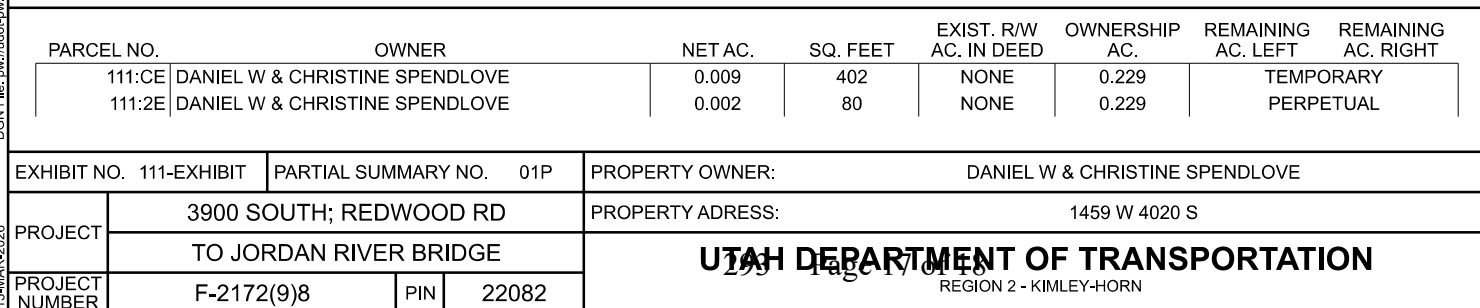
State of Utah,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

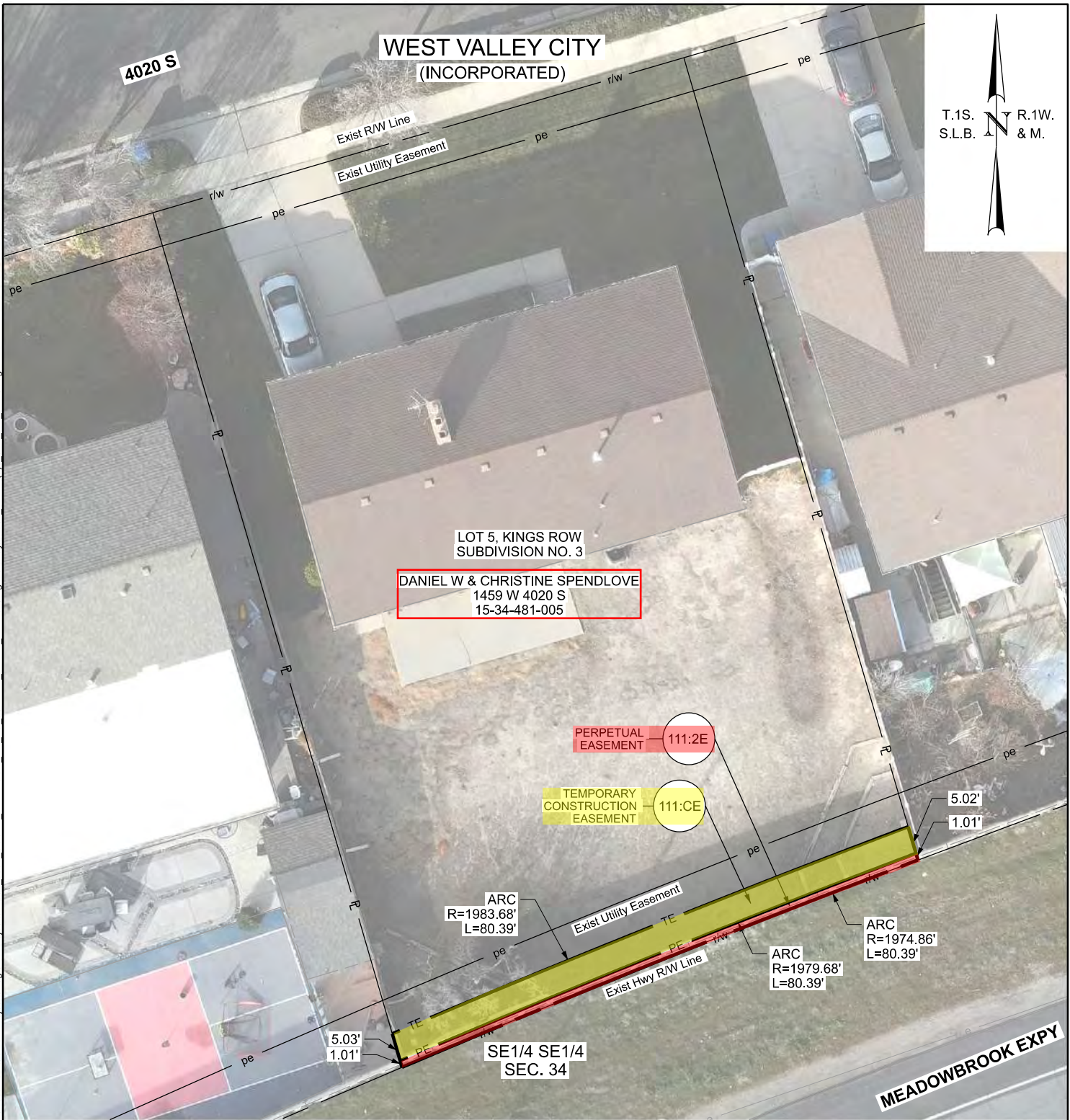
SEAL

Notary Public



DGN File: p:\w\udot-pw-bentley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 01P 111 Exhibit.dgn

13-MAR-2026



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
111:CE	DANIEL W & CHRISTINE SPENDLOVE	0.009	402	NONE	0.229	TEMPORARY	
111:2E	DANIEL W & CHRISTINE SPENDLOVE	0.002	80	NONE	0.229	PERPETUAL	

EXHIBIT NO.	111-EXHIBIT	PARTIAL SUMMARY NO.	01P	PROPERTY OWNER:	DANIEL W & CHRISTINE SPENDLOVE
PROJECT	3900 SOUTH; REDWOOD RD	PROPERTY ADDRESS:	1459 W 4020 S	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		