



WEST VALLEY CITY

The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, September 22, 2026, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. September 8, 2026
4. Review Agenda for Regular Meeting of September 22, 2026
 - A. Regular Meeting Agenda
5. Public Hearings Scheduled For October 13, 2026
 - A. Accept Public Input Regarding Re-Opening the FY 2026-2027 Budget

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.

Action: Consider Ordinance 26-37, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- B. Accept Public Input Regarding Authorization of a Quit Claim Deed and Vacation of Right-of-Way for a Portion of Winton Street (1075 West) in Favor of Salt Lake County

Action: Consider Ordinance 26-38, Approve the Vacation of a Portion of Winton Street Near the Jordan River Surplus Canal

- C. Accept Public Input Regarding Authorization of a Quit Claim Deed and Vacation of Right-of-Way for a Portion of Clifford Street (5650 West) in Favor of The Rex C. Butcher Family Revocable Trust

Action: Consider Ordinance 26-39, Approve the Vacation of a Portion of Clifford Street

- D. Accept Public Input Regarding a Proposed Incentive Agreement with Consolidated Electrical Distributors, Inc for a Facility Located in West Valley City

Action: Consider Resolution 26-120, Make Certain Findings and Approve an Incentive Agreement with Consolidated Electrical Distributors, Inc.

6. Resolutions:

- A. 26-121: Approve a Grant Agreement with the Utah Division of Arts and Museums for Cultural Programming

B. 26-122: Approve a Memorandum of Understanding Between the City and the Utah Attorney General's Office to Participate in the Crimes Against State Economy Task Force for Fiscal Year 2026-27

C. 26-123: Approve a Franchise Agreement Between Uintah Basin Electronic Communications, L.L.C. DBA Strata Networks and West Valley City for a Telecommunications Network in the City

7. Consent Agenda Scheduled for October 13, 2026

A. Reso 26-124: Authorize the City to Enter into a Real Estate Purchase Contract and Accept Two Temporary Construction Easements and Two Warranty Deeds for Property Located at 4098 South Redwood Road

B. Reso 26-125: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement with and from Golden Valley, LLC for Property Located at 4083 South Redwood Road

C. Reso 26-126: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement and Perpetual Easement with and from Marco Antonio Romo for Property Located at 1465 West 4020 South

8. Authorize Consent Agenda for Regular Meeting of October 13, 2026

9. Communications:

A. Council Calendar



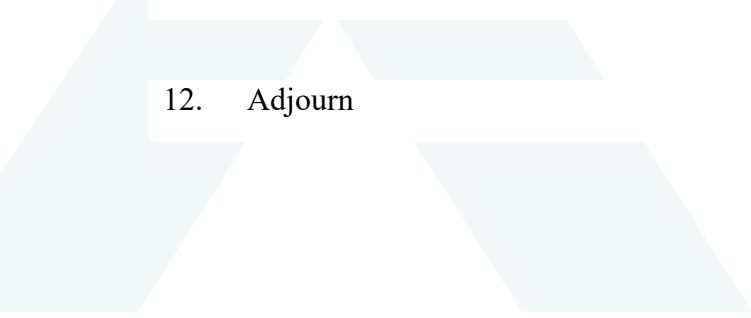
10. New Business:

A. Potential Future Agenda Items

B. Council Reports

11. Motion for Closed Session (if necessary)

12. Adjourn





WEST VALLEY CITY
City Council Study Meeting
September 8, 2026

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, SEPTEMBER 8, 2026, AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

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

THE FOLLOWING MEMBERS WERE ABSENT:

Karen Lang, Mayor

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Niclas Hales, Acting Finance Director
Steve Pastorik, Community and Economic Development Director
Dan Johnson, Public Works Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Tumi Young, Chief Code Enforcement Officer
Harold Moleni, Administrative Analyst
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD AUGUST 25, 2026

The Council considered the Minutes of the Study Meeting held August 25, 2026. There were no changes, corrections or deletions.

MINUTES OF COUNCIL STUDY MEETING – SEPTEMBER 8, 2026

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Councilmember Whetstone moved to approve the Minutes of the Study Meeting held August 25, 2026. Councilmember Huynh seconded the motion.

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF SEPTEMBER 8, 2026

Upon inquiry by Mayor Pro Tem Harmon, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council Meeting scheduled later this night.

AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED FOR SEPTEMBER 22, 2026

CLEAN AND BEAUTIFUL RECOGNITIONS

Craig Thomas, CEC Director, stated that the Clean and Beautiful Yard Awards have been a City tradition for more than 20 years. The City is divided into 19 areas, with up to 76 award recipients anticipated this year.

RESOLUTION 26-112: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRJ CONSULTING, LLC

Sam Johnson, Strategic Communications Director, discussed proposed Resolution 26-112 that would authorize the execution of a Professional Services Agreement with RRJ Consulting, LLC.

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

The proposed agreement would retain RRJ Consulting, LLC as West Valley City's lobbying firm for work at the Utah State Capitol and on other state and local matters. RRJ Consulting would represent the City's interests during the legislative session and work with legislators and others to advance the City's goals and vision. The contract cost is \$72,000 annually, which staff indicated is a savings compared with the previous contract. The agreement is already funded and may be canceled by either party with 30 days' notice. West Valley City has maintained a Utah lobbying contract for more than 20 years; the previous lobbyist's contract was not renewed.

The City Council will consider Resolution 26-112 at the Regular Council Meeting scheduled September 22, 2026 at 6:30 PM.

RESOLUTION 26-113: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF JUSTICE

Chief Colleen Jacobs discussed proposed Resolution 26-11 that would authorize the City to Enter into a Memorandum of Agreement with the Department of Justice.

MINUTES OF COUNCIL STUDY MEETING – SEPTEMBER 8, 2026

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

This resolution authorizes one member of the Police Department to work as a Task Force Officer (TFO) with the DEA to investigate federal level drug cases through September 30, 2031.

The City Council will consider Resolution 26-113 at the Regular Council Meeting scheduled September 22, 2026 at 6:30 PM.

RESOLUTION 26-114: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR FUNDING FOR SUBSTANCE ABUSE PREVENTION

Craig Thomas, Community and Culture Director, discussed proposed Resolution 26-114 that would authorize the execution of an Interlocal Cooperation Agreement with Salt Lake County for funding for substance abuse prevention.

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

The proposed interlocal cooperation agreement with the Salt Lake County Human Services Division would provide opioid settlement funding to support the Healthy West Valley Committee. Funding would total \$100,000 over three years, including \$40,000 annually in the first and second years. The funds would support further implementation of a Community Readiness Assessment for long-term, evidence-based community engagement; additional staffing; a community-specific action plan; and overdose-prevention initiatives. The work would also support opioid-misuse prevention campaigns, community outreach and education, Naloxone distribution sites, and drug-disposal education and opportunities. A budget opening is required.

Councilmember Harmon asked for clarification regarding the County's identified goals and whether they represented allowable uses of the grant funding. Staff confirmed that the budget requirements associated with the grant are focused on six key areas. Councilmember Whetstone asked if the naloxone kits are separate from those that our first responders are provided. Craig replied yes and stated that these kits are for the public and are easy to use.

The City Council will consider Resolution 26-114 at the Regular Council Meeting scheduled September 22, 2026 at 6:30 PM.

RESOLUTION 26-115: AWARD A CONTRACT TO MORGAN PAVEMENT MAINTENANCE FOR THE 2026 FRICTIONAL MASTIC SURFACE TREATMENT PROJECT

Dan Johnson, Public Works Director, discussed proposed Resolution 26-115 that would award a contract to Morgan Pavement Maintenance for the 2026 frictional mastic surface treatment project.

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

The Public Works Department requested bids for application of Frictional Mastic Surface Treatment, also known as ONYX, on neighborhood streets. The product is a sprayed asphalt emulsion containing fine aggregate, polymer, and other additives intended to extend pavement life and prevent oxidative damage from moisture and ultraviolet rays. Two bids were submitted and reviewed, and Morgan Pavement Maintenance was the low bidder. The project would treat approximately 5.5 miles of roadway. Staff recommended awarding the contract to Morgan Pavement Maintenance in the amount of \$205,490.56 and authorizing the Public Works Department to spend up to \$230,000 for potential change orders. The project is funded through the Class C Road Fund.

Councilmember Huynh asked if the City has conducted business with Morgan Pavement before. Dan replied yes. Councilmember Wood asked if the City would then go to a slurry seal after 5 years. Dan replied that the City may choose to do a couple of these treatments before going to a slurry depending on the condition of the pavement. He noted that the goal is to go at least 30 years with maintenance before a mill and fill is needed. Councilmember Wod expressed concern about loose rock and neighbors requesting slurry right up to the gutter.

The City Council will consider Resolution 26-115 at the Regular Council Meeting scheduled September 22, 2026 at 6:30 PM.

CONSENT AGENDA SCHEDULED FOR SEPTEMBER 22, 2026

A. RESOLUTION 26-116: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BRIMLEY AND ASSOCIATES LTD. FOR PROPERTY LOCATED AT 4095 SOUTH REDWOOD ROAD

Mayor Pro Tem Harmon discussed proposed Resolution 26-116.

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

Brimley and Associates LTD., a Utah limited partnership, has signed a Real Estate Purchase Agreement, Warranty Deed, and Temporary Construction Easement in favor of West Valley City for property located at 4095 South Redwood Road, Parcel No. 15-34-452-018. The

property is among those affected by the 3900 South—Redwood Road to Jordan River Bridge Project, a joint project with Taylorsville City. The project will construct curb, gutter, sidewalk, textured colored-concrete park strip, street lighting, decorative concrete wall, and landscaping along 3900 South. The project is funded through the federal Surface Transportation Program. West Valley City is responsible for 6.77 percent of project costs, including right-of-way costs. The total acquisition cost is \$44,800 plus closing costs; the City's matching-fund portion is \$3,032.96 and will be paid to UDOT.

- B. RESOLUTION 26-117: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM LYNN AND STEVEN NEBEKER FOR PROPERTY LOCATED AT 1445 WEST 4020 SOUTH**
Mayor Pro Tem Harmon discussed proposed Resolution 26-117.

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

Lynn L. Nebeker and Steven A. Nebeker have signed a Real Estate Purchase Agreement, Perpetual Easement, and Temporary Construction Easement in favor of West Valley City for property located at 1445 West 4020 South, Parcel No. 15-34-481-007. The property is among those affected by the 3900 South—Redwood Road to Jordan River Bridge Project, a joint project with Taylorsville City. The project will construct curb, gutter, sidewalk, textured colored-concrete park strip, street lighting, decorative concrete wall, and landscaping along 3900 South. The project is funded through the federal Surface Transportation Program. West Valley City is responsible for 6.77 percent of project costs, including right-of-way costs. The total acquisition cost is \$4,800 plus closing costs; the City's matching-fund portion is \$324.96 and will be paid to UDOT.

- C. RESOLUTION 26-118: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED, A TEMPORARY CONSTRUCTION EASEMENT, AND A PERPETUAL EASEMENT WITH AND FROM MELISSA L. POWERS FOR PROPERTY LOCATED AT 4041 SOUTH 1500 WEST**

Mayor Pro Tem Harmon discussed proposed Resolution 26-118.

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

Melissa L. Powers has signed a Real Estate Purchase Agreement, Warranty Deed, Perpetual Easement, and Temporary Construction Easement in favor of West Valley City for property located at 4041 South 1500 West, Parcel No.

15-34-481-002. The property is among those affected by the 3900 South—Redwood Road to Jordan River Bridge Project, a joint project with Taylorsville City. The project will

construct curb, gutter, sidewalk, textured colored-concrete park strip, street lighting, decorative concrete wall, and landscaping along 3900 South. The project is funded through the federal Surface Transportation Program. West Valley City is responsible for 6.77 percent of project costs, including right-of-way costs. The total acquisition cost is \$23,400 plus closing costs; the City's matching-fund portion is \$1,584.18 and will be paid to UDOT.

- D. RESOLUTION 26-119: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM LANCE THOMPSON FOR PROPERTY LOCATED AT 3976 SOUTH PHAROAH ROAD**
Mayor Pro Tem Harmon discussed proposed Resolution 26-119.

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

Lance Thompson has signed a Real Estate Purchase Agreement, Perpetual Easement, and Temporary Construction Easement in favor of West Valley City for property located at 3976 South Pharoah Road, Parcel No. 15-34-478-018. The property is among those affected by the 3900 South—Redwood Road to Jordan River Bridge Project, a joint project with Taylorsville City. The project will construct curb, gutter, sidewalk, textured colored-concrete park strip, street lighting, decorative concrete wall, and landscaping along 3900 South. The project is funded through the federal Surface Transportation Program. West Valley City is responsible for 6.77 percent of project costs, including right-of-way costs. The total acquisition cost is \$15,200 plus closing costs; the City's matching-fund portion is \$1,029.04 and will be paid to UDOT.

AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF SEPTEMBER 22, 2026

The Council chose to add all items to the Consent Agenda for the September 22, 2026 Regular City Council Meeting at 6:30 PM.

COMMUNICATIONS

A. PASSPORT ACCEPTANCE FACILITY

Nichole Camac, City Recorder, presented a proposal to establish a passport acceptance facility at West Valley City Hall, noting that there are currently no passport acceptance facilities within the City and that nearby locations are primarily appointment-based. She stated that the facility would provide a needed service to residents, offer walk-in availability, increase traffic to City Hall, and potentially generate revenue.

The proposed facility would initially operate Monday through Thursday from 8:00 a.m. to 5:00 p.m. with one full-time and two part-time employees, with the potential to expand staffing and hours. Estimated startup costs for remodeling and equipment are approximately \$100,000, with

additional ongoing personnel and operating expenses. Revenue would primarily come from the \$35 passport acceptance fee, passport photos, money orders, and other optional services. Based on projections, processing approximately 20 passport applications per operating day would cover estimated costs.

Nichole noted that West Jordan's walk-in passport facility processes a significant number of applications and has demonstrated the potential for a successful program. A preliminary design was presented to convert the existing break room into a secure passport facility with three service stations, employee workspace, a photo area, and customer waiting space. The U.S. Department of State has approved the City's initial request to become a passport acceptance facility. If supported by the Council, remodeling could begin immediately and is estimated to take approximately two months, followed by hiring, certification, training, and final preparations to open the facility.

Councilmember Wood asked if this would be for first time passports since renewals can be done online. Nichole replied yes and noted that the main operation would be for new passports but added that renewals could still be done at the facility since not all passports can be renewed online. Councilmember Wood asked if money would be handled by the passport office or if treasury would need to monitor that. Nichole replied that the passport office would accept money and would be stored securely.

Ifo stated that staff researched other cities that have successfully implemented passport programs, including their startup phases, break-even points, and subsequent expansion. He noted that while the City's primary goal is to provide services at a fee that covers associated costs rather than generate profit, passport facilities have provided significant financial benefits to other cities. He added that West Valley City residents currently pay these fees to facilities in neighboring communities and cited West Jordan as an example of a city that has benefited from passport-related revenue.

Nichole added that the primary motivation for establishing a passport acceptance facility is not necessarily to generate revenue, but to provide residents with a needed and conveniently located service. She stated that the proposal was developed as an opportunity to expand services available to the community.

B. AUTOMATIC LICENSE PLATE READER (ALPR) UPDATE

Lt. Fox presented a PowerPoint presentation summarized as follows:

- Understanding the Issue
 - o ALPR – Automatic License Plate Reader
 - o Flock- Private company providing cameras, ALPR equipment, services and data.
 - o The public and media have made Flock the face of this issue

- What we hear from the public
 - o Mass Surveillance
 - The fear of permanent tracking, unwarranted monitoring, and the creation of a long-term civilian database
 - o Data Sharing
 - The concern the collected information is being sold, leaked, or fed without oversight into massive national networks
 - o Officer Misuse
 - The fear of internal abuse, where law enforcement personnel might use the system for personal reasons or stalking
- Evaluation of a tool
 - o Is it effective
 - o Is it legal
 - o Is it ethical
 - o Can it be effectively and safely managed
- Concern 1: Mass Surveillance
 - o 90 days retention
 - o **Read vs. Used**
 - o While Utah state law allows ALPR data to be retained for up to **9 months**, West Valley City PD has implemented a strict internal limit of just **90 days**.

A plate being passively "read" on a public road is not the same as being "used." By purging untouched data quickly, we guarantee the system remains an immediate tactical tool—not a long-term civilian database.
- The officer on the corner precedent
 - o Plain view doctrine
 - o Force multiplier
 - o Exterior data only
- Snapshots VS Continuous Tracking
 - o Continuous GPS (unconstitutional)
 - o ALPR Network (Constitutional)
- Concern 2: Data Sharing and Privacy
 - o Local Ownership
 - o Utah-Only borders
 - o The Gatekeeper
- Ethical Verification of Data Requests
- Concern 3: Internal Officer Accountability
 - o Universal Tool Risk
 - o Twice-monthly audits
 - o Zero abuse records
 - o Strict Enforcement

- The four Statutory Pillars
 - o Active criminal cases
 - o Outstanding warrants
 - o Stole vehicles
 - o Missing/Endangered persons

Councilmember Whetstone acknowledged the strong and differing opinions surrounding ALPR technology and noted the responsibility of elected officials to respond to residents' concerns. He stated that the presentation outlined several safeguards and asked whether additional measures could be implemented to further reassure residents, including whether ALPR information could be accessed without a warrant. Sgt. Fox stated that ALPR information can generally be accessed without a warrant because license plate information is visible from public roadways and is considered information in plain view. He explained that safeguards and restrictions are intended to prevent misuse of the technology, such as accessing information for improper personal purposes. He noted that there are circumstances in which a warrant may be required, although those situations are rare, and that use of the information is primarily governed by requirements established by the State Legislature. Councilmember Whetstone asked if twice month audits are required by the State. Sgt. Fox replied no and noted that this is an internal West Valley City policy. Councilmember Whetstone asked if the City has experienced damage to ALPR's. Sgt. Fox replied that the City has taken measures to prevent this.

Councilmember Wood asked if private entities, such as Valley Fair Mall, use this type of technology. Sgt. Fox replied yes, as long as the cameras are on their property.

Councilmember Harmon asked how many queries are entered per week/month. Sgt. Fox stated that he could find out this information.

Councilmember Whetstone stated that he would like to see if there are any more ways to tighten guardrails and ensure residents confidence. Mayor Pro Tem Harmon suggested PSRB reviews. Chief Jacobs replied that this would not fall in their purview. Mayor Pro Tem Harmon asked for information on how the audits are conducted.

The Council had no further questions or concerns.

C. COUNCIL CALENDAR

Mayor Pro Tem Harmon referenced a memorandum previously received from the City Manager that outlined upcoming meetings and events.

Councilmember Wood for clarification on the City Manager dialogue. Ifo explained it's just an opportunity he likes to provide to staff to talk to him and ask questions.

MINUTES OF COUNCIL STUDY MEETING – SEPTEMBER 8, 2026

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Members of the City Council had no further questions regarding the Council Calendar.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

N/A

B. COUNCIL REPORTS

COUNCILMEMBER WHETSTONE

Councilmember Whetstone stated that he and Mayor Pro Tem Harmon drove the marshmaster. He provided details on the upcoming Veteran's Day dinner.

COUNCILMEMBER WOOD

Councilmember Wood stated that she was invited by Ken Garff to an event at Granger Elementary.

COUNCILMEMBER CHRISTENSEN

Councilmember Christensen stated that he attended ChamberWest Gala and Neighborhood Night Out Events.

MAYOR PRO TEM HARMON

Mayor Pro Tem Harmon stated that he was invited to participate in a service at Saints Peter and Paul Catholic Church.

MOTION TO ADJOURN

Councilmember Huynh moved to adjourn the Study Meeting.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE STUDY MEETING ON TUESDAY, SEPTEMBER 8, 2026, WAS ADJOURNED AT 5:35 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 Study Meeting of the West Valley City Council held Tuesday, September 8, 2026.

Nichole Camac, MMC
City Recorder



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 22, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Lang
4. Approval of Minutes:
 - A. September 8, 2026
5. Awards, Ceremonies and Proclamations:
 - A. Clean and Beautiful Recognitions

6. Public Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall

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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.

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

7. Consent Agenda:

- A. 26-112: Authorize the Execution of a Professional Services Agreement with RRJ Consulting, LLC
- B. 26-113: Authorize the City to Enter Into a Memorandum of Agreement with the Department of Justice
- C. 26-114: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Funding for Substance Abuse Prevention
- D. 26-115: Award a Contract to Morgan Pavement Maintenance for the 2026 Frictional Mastic Surface Treatment Project
- E. Reso 26-116: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Brimley and Associates Ltd. for Property Located at 4095 South Redwood Road
- F. Reso 26-117: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Lynn and Steven Nebeker for Property Located at 1445 West 4020 South

G. Reso 26-118: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Warranty Deed, a Temporary Construction Easement, and a Perpetual Easement With and From Melissa L. Powers for Property Located at 4041 South 1500 West

H. Reso 26-119: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Temporary Construction Easement and Perpetual Easement With and From Lance Thompson for Property Located at 3976 South Pharoah Road

8. Motion for Closed Session (if necessary)

9. Adjourn



Description: West Valley City 1st Quarter Budget Openings

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required: ☐

Issue:

Approve an ordinance to re-open the fiscal year 2026-2027 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

Summary:

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

Background:

A Public Notice was posted May 20, 2026, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held October 13, 2026, at 6:30 pm at West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

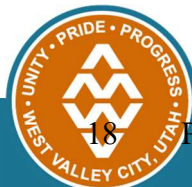
Recommendation:

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2026 and ending June 30, 2027, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

Department: Finance

Submitted By:

Date Submitted: 09/10/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 9/15/2026

Date Adopted: _____

Effective Date: _____

**AN ORDINANCE AMENDING THE BUDGET OF WEST
VALLEY CITY FOR THE FISCAL YEAR BEGINNING
JULY 1, 2026 AND ENDING JUNE 30, 2027 TO REFLECT
CHANGES IN THE BUDGET AND AUTHORIZE THE
DISBURSEMENT OF FUNDS.**

WHEREAS, the West Valley City Council adopted by ordinance the budget of West Valley City Corporation for the fiscal year beginning July 1, 2026 and ending June 30, 2027, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended; and

WHEREAS, the Finance Director, as the Budget Officer of West Valley City, has prepared and filed with the City Manager and City Recorder proposed amendments to said duly-adopted budget for consideration by the City Council and inspection by the public; and

WHEREAS, said proposed amendments reflect changes in the budget from increased revenues and transfers as reflected; and

WHEREAS, notice was duly given of a public hearing to be held on October 13, 2026, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on October 13, 2026 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

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

Section 1. The budget amendments attached hereto and made a part of this Ordinance are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal year

beginning July 1, 2026 and ending June 30, 2027, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended.

Section 2. The City Recorder is hereby directed to have this Ordinance certified by the Budget Officer and filed with the State Auditor, as required by law.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY GENERAL FUND - FUND 10
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
PROPERTY TAX:		
Current Year	38,701,723	38,701,723
Property Tax Reserve	1,907,662	1,907,662
Prior Year	450,000	450,000
Total Property Tax	41,059,385	41,059,385
SALES TAX:		
General Sales Tax	45,254,790	45,254,790
Transportation Sales Tax	5,500,000	5,500,000
Total Sales Tax	50,754,790	50,754,790
UTILITY TAX:		
Cable TV/Bch Adv	392,559	392,559
Telecommunications	592,325	592,325
Electricity	8,369,685	8,369,685
Gas	2,808,339	2,808,339
Total Utility Tax	12,162,908	12,162,908
LICENSES AND PERMITS:		
Business & Econ. Services	1,200,000	1,200,000
Animal Licenses	60,000	60,000
Building Permits	2,500,000	2,500,000
Subdivision Fees	196,000	196,000
Disproportionate Service	600,000	600,000
Total Licenses & Permits	4,556,000	4,556,000
MISCELLANEOUS:		
Taylorsville Contract Services	450,000	450,000
Animal Shelter Vaccinations	10,000	10,000
Animal Shelter Misc. Fees	60,000	60,000
Animal Shelter Donations	20,000	20,000
Animal Sterilization	30,000	30,000
Amphitheater	600,000	600,000
District Court Fines	35,000	35,000
Engineer Consultant Fees CED	60,000	60,000
Excavation Perm-Prop Bond	300,000	300,000
Fire Prevention/Haz Mat	295,363	295,363
Harman Home Donations	60,000	60,000
Harman Home Programs	20,000	20,000
Harman Home SL CO.	18,786	18,786
Indigent Defense	10,000	10,000
Miscellaneous	550,000	550,000
Operation My Hometown	0	0
Park Reservations/Activities	8,000	8,000
Parking Ticket Fines	215,000	215,000
Police Reimbursement	300,000	300,000
Police Reports	100,000	100,000
Rent-Redevelop Agency	50,000	50,000
Roads Funds HB244 2021	1,100,000	1,100,000
Tower Lease	72,000	72,000
UIA	1,303,422	1,303,422
Vehicle Fees	1,755,000	1,755,000
WestFest	140,000	140,000
Total Miscellaneous	7,562,571	7,562,571

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
JUSTICE COURT:		
Small Claims Fees	162,000	162,000
Traffic Fines	2,900,000	2,900,000
Total Justice Court	3,062,000	3,062,000
ADMINISTRATIVE COURT:		
ACE Program	55,000	55,000
Civil Penalties	150,000	150,000
Total Administrative Court	205,000	205,000
INTEREST:		
Investment Interest	2,692,015	2,692,015
Total Interest	2,692,015	2,692,015
OTHER:		
Appro from Fund Bal - Fleet	1,000,000	1,000,000
Appropriation from Fund Balance	1,266,969	2,100,844
Reserved Funds	300,000	300,000
Reserved Debt Service Funds	0	0
Sale of Land/Assets	0	0
Total Other	2,566,969	3,400,844
Subtotal	124,621,638	125,455,513
RESTRICTED FUNDS:		
Forfeited Assets	0	0
Bond Proceeds	0	0
Bond Interest	0	0
Total Restricted Funds	0	0
Grand Total	124,621,638	125,455,513

2,3,4,5,7,8,10,14,22,23

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings	
LEGISLATIVE:			
City Council	960,620	960,973	1
Elections	231,800	231,800	
Total Legislative	1,192,420	1,192,773	
ADMINISTRATIVE:			
City Manager	1,566,412	1,477,548	1,5
Justice Court	2,634,835	2,645,616	1
Information Technology	3,651,736	3,905,537	1,23
Human Resources	1,903,824	1,751,811	1
Community & Media Relations	1,053,972	1,101,382	1,2
Recorder	820,720	820,720	
Neighborhood Services	1,390,899	1,394,952	1
Animal Control	2,123,747	2,132,111	1
Ordinance Enforcement	1,307,987	1,314,977	1
Public Facilities	2,389,865	2,400,027	1
Total Administrative	18,843,997	18,944,681	
NON-DEPARTMENTAL			
UTOPIA	4,789,627	4,789,627	
Benefits Accrual	2,476,223	2,030,418	1
Professional/Technical	175,000	175,000	
Utilities	979,316	979,316	
Wage Under Runs	(2,000,000)	(2,000,000)	
Storm Water (Prof.Service)	(558,744)	(558,744)	
Sanitation (Prof.Service)	(612,531)	(612,531)	
Transfers In	(4,882,018)	(5,184,018)	20,23
Fitness Center	1,796,602	1,796,602	
Cultural Center	1,539,614	1,539,614	
Capital Projects/Fleet Xfer to CIP	1,812,000	1,876,075	8
Transportation Sales Tax to CIP	5,500,000	5,500,000	
The Ridge	35,399	35,399	
Stonebridge Golf Course	46,161	46,161	
Transfer Out	0	33,074	1
Total Non-Departmental	11,096,649	10,445,993	

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
DEBT SERVICE:		
UCCC & Arena Equipment	4,998,567	4,998,567
Road Revenue Bonds	1,099,552	1,099,552
Bond Fees	25,000	25,000
Energy Savings Projects to CIP	312,781	312,781
Fire Truck 2026	0	236,963 ¹⁴
Fire Sta 71, 72 & 76 to BA	523,650	523,650
MBA S 2017-PD & Courts to BA	2,236,500	2,236,500
MBA S 2017-Parking to BA	1,081,900	1,081,900
MBA S 2019-Parks Bldg to BA	221,587	221,587
MBA S 2022-Courts Reno to BA	386,000	386,000
Subtotal	10,885,537	11,122,500
DEBT SERVICE (CONTINUED):		
Transfers In:		
Fire Impact Fees	(68,000)	(68,000)
Police Impact Fees	(200,000)	(200,000)
Debt Service Reserve (CIP)	(312,781)	(312,781)
RDA	(6,098,567)	(6,098,567)
Fitness Center	(81,438)	(81,438)
UCCC	(21,717)	(21,717)
Street Lights	(171,623)	(171,623)
Subtotal	(6,954,126)	(6,954,126)
Total Debt Service	3,931,411	4,168,374

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings	
COMMUNITY DEVELOPMENT:			
Administration	430,169	432,274	1
Planning Commission	15,801	15,801	
Board of Adjustment	4,126	4,126	
Building Inspection	1,336,811	1,351,494	1,4
Planning & Zoning	1,061,127	1,065,541	1
Total Comm. & Econ. Dev.	2,848,034	2,869,236	
FINANCE:			
Administration	647,752	649,556	1
Purchasing	165,130	166,132	1
Business Licenses	328,421	330,381	1
Treasury	375,130	377,453	1
Accounting	614,688	617,258	1
Grants	0	98,566	1
Budget & Disbursements	456,965	459,885	1
Total Finance	2,588,086	2,699,231	
FIRE:			
Administration	18,384,740	18,670,470	1,10,20
Emergency Operations	156,395	169,395	10
Fire Prevention	25,383	25,383	
Logistics	593,895	593,895	
Special Operations	21,335	21,335	
Development Services	31,823	31,823	
Medical Services	147,271	147,271	
Emergency Management	4,239,384	4,475,456	1,3,10,20,22
Total Fire	23,600,226	24,135,028	
LEGAL:			
Civil/Prosecutor/Risk	3,271,452	3,286,436	1,7
Risk Financing	1,700,000	1,710,942	7
Victim Assistance	521,282	523,662	1,11,12,16
Total Law	5,492,734	5,521,040	
PARKS & RECREATION:			
Parks & Rec. Administration	984,996	988,725	1
Park Maintenance	3,295,056	3,304,841	1
Recreation	37,630	37,630	
Harman Home Operations	393,130	394,065	1
Total Parks & Recreation	4,710,812	4,725,261	

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
POLICE:		
Administration	43,106,771	43,502,185 1
Records	45,200	45,200
Training	203,611	203,611
Crossing Guards	846,507	846,507
Evidence	29,350	29,350
Forensics	47,600	47,600
Community Policing	22,710	22,710
Investigation	106,255	106,255
Uniform Patrol	91,510	91,510
K-9	19,200	19,200
S.W.A.T. Unit	92,560	92,560
Traffic Enforcement	27,000	27,000
Special Operations	102,300	102,300
Intelligence/Internal Affairs	81,000	81,000
Bomb Squad Unit	7,500	7,500
Drone Operations	0	0
Police Grants	0	0
Total Police	44,829,074	45,224,488
PUBLIC WORKS:		
Administration	720,496	725,839 1
Highways	1,214,350	1,229,705 1
Transportation	984,143	989,051 1
Engineering	1,175,918	1,185,769 1
Fleet Maintenance	1,393,288	1,399,045 1
Total Public Works	5,488,195	5,529,409
Total Operating Expenses	124,621,638	125,455,513
RESTRICTED FUNDS:		
Forfeited Assets	0	0
Total Restricted Funds	0	0
Grand Total	124,621,638	125,455,513

WEST VALLEY CITY "C" ROADS - FUND 11
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
"C" Roads		
"C" Road Fund	6,500,000	6,500,000
Misc. Revenue	0	0
Interest Revenue	0	0
Gain on Sale of Assets	0	0
Subtotal	6,500,000	6,500,000

WEST VALLEY CITY "C" ROADS - FUND 11
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
OPERATIONS:		
Equipment	35,000	35,000
Utilities	0	0
Gasoline & Diesel	2,000	2,000
Professional Svcs. (Intern)	845,000	845,000
Professional Svcs. (Ext.)	174,500	174,500
Special Supplies	55,000	55,000
Signs	0	0
Crack Seal	740,000	740,000
Concrete & Salt	340,000	340,000
Traffic Controls	0	0
Capital Equipment	48,000	48,000
Special Projects	2,845,656	2,761,156 ²³
Transfer Out	0	84,500 ²³
Subtotal Streets	5,085,156	5,085,156
ENGINEERING:		
Software	9,000	9,000
Professional Svcs. (Intern)	620,000	620,000
Professional Svcs. (Ext.)	0	0
Special Supplies	0	0
Special Projects	0	0
Subtotal Engineering	629,000	629,000
TRANSPORTATION:		
Equipment	1,000	1,000
Utilities	15,000	15,000
Professional Svcs. (Ext.)	370,000	370,000
Signs	50,000	50,000
Traffic Controls	21,000	21,000
Capital Equipment	0	0
Special Projects	60,000	60,000
Transfer Out	268,844	268,844
Subtotal Transportation	785,844	785,844
Total Expenditures	6,500,000	6,500,000

WEST VALLEY CITY FITNESS CENTER - FUND 21
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
FITNESS CENTER:		
Facility Drop-In Fees	560,000	560,000
Annual Passes	1,500,000	1,500,000
Activity Area	375,000	375,000
Children's Area	425,000	425,000
Aquatics	200,000	200,000
Community Rooms	40,000	40,000
Pro Shop	30,000	30,000
Snack Bar/Catering	190,000	190,000
Sports Programs	205,000	205,000
Miscellaneous Rev.	65,000	65,000
Total Fitness Center	3,590,000	3,590,000

WEST VALLEY CITY FITNESS CENTER - FUND 21
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
FITNESS CENTER:		
Transfers In GF/ Operating Infusion	(1,796,602)	(1,808,311) 1
Permanent Employees	1,457,363	1,457,363
O.T. Employees	17,000	17,000
Temporary Employees	1,405,834	1,405,834
Additional Pay	1,000	1,000
Employee Benefits	756,178	767,887 1
Books & Dues	1,300	1,300
Advertising	25,000	25,000
Travel & Training	23,000	23,000
Office Supplies	43,000	43,000
Snack Bar	140,000	140,000
Equipment Maint.	225,000	225,000
Gasoline & Diesel	4,000	4,000
Software	45,390	45,390
Building/Grounds	51,000	51,000
Utilities	366,499	366,499
Telephone	12,000	12,000
Professional Services	380,000	380,000
General Health	5,000	5,000
Special Supplies	37,000	37,000
Healthy Community Grant	0	0
Children's Programs	85,000	85,000
Programs	45,000	45,000
Aquatics	25,000	25,000
Insurance	74,600	74,600
Capital Equipment	50,000	50,000
Capital Res.(Transfer to BA)	30,000	30,000
Debt Service (Transfer to GL)	81,438	81,438
Appropriation to Fund Balance	0	0
Total Fitness Center	3,590,000	3,590,000

WEST VALLEY CITY ARENA - FUND 25
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
ARENA REVENUES	<u>11,901,404</u>	<u>11,901,404</u>

WEST VALLEY CITY ARENA - FUND 25
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
ARENA:		
Operations	8,701,404	8,701,404
Transfers Out	5,569,750	5,569,750
Transfers In	(2,369,750)	(2,369,750)
Total Arena	<u>11,901,404</u>	<u>11,901,404</u>

WEST VALLEY CITY SANITATION - FUND 27
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
SANITATION:		
Garbage Fees	7,100,000	7,100,000
Appropriation from Fund Balance	992,214	992,214
Total	<u>8,092,214</u>	<u>8,092,214</u>

WEST VALLEY CITY SANITATION - FUND 27
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
SANITATION:		
Books/Subscriptions	650	650
Public Notice/Advert	0	0
Travel & Training	2,500	2,500
Office Supplies	7,000	7,000
Gasoline & Diesel	6,000	6,000
Auto Parts	7,000	7,000
Prof. Services Internal	1,602,010	1,602,010
Prof. Services External	4,542,054	4,542,054
Landfill Fees	1,700,000	1,700,000
Special Supplies	190,000	190,000
Insurance	0	0
Capital Equipment	0	0
Transfer Out	0	0
Transfer In	0	0
Clean & Beautiful Expenses	0	0
Clean & Beautiful Transfer Out	35,000	35,000
Total	<u>8,092,214</u>	<u>8,092,214</u>

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**REVENUE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Road Impact Fees	200,000	200,000
Interest	0	0
Total	200,000	200,000

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**EXPENDITURE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Professional Services	30,000	30,000
Road Projects	170,000	170,000
Transfer Out	0	0
Total Expenditures	200,000	200,000

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**REVENUE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Park Impact Fees	1,000,000	1,000,000
Interest	0	0
Total Revenue	1,000,000	1,000,000

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**EXPENDITURE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Park Impact Expenses	1,000,000	0 ²¹
Transfers Out	0	1,000,000 ²¹
Transfers In	0	0
Total Expenditures	1,000,000	1,000,000

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**REVENUE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Fire Impact Fees - Facility	68,000	68,000
Fire Impact Fees - Apparatus	67,866	67,866
Interest	0	0
Total Revenue	135,866	135,866

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**EXPENDITURE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
Transfer Out FS 74 & Fire Truck Debt	135,866	135,866
Total Expenditures	135,866	135,866

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
Police Impact Fees	200,000	200,000
Interest	0	0
Total Revenue	200,000	200,000

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
Police Debt Serv Transfer to Gen Fd	200,000	200,000
Total Expenditures	200,000	200,000

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
STORM WATER UTILITY:		
Storm Water Utility Fees	5,700,000	5,700,000
Total Revenue	5,700,000	5,700,000

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
STORMWATER OPERATIONS:		
Travel & Training	8,000	8,000
Office Supplies	2,000	2,000
Equip Maintenance	175,000	175,000
Fuel	25,000	25,000
Auto Maintenance	52,000	52,000
Vehicle Parts	60,000	60,000
Utilities	35,000	35,000
Prof./Tech (internal)	521,604	521,604
Prof./Tech. (external)	115,000	115,000
Special Supplies	75,000	75,000
Insurance	10,000	10,000
Capital Equipment	410,000	410,000
Subtotal	1,488,604	1,488,604
STORMWATER ENIGEERING PROJECTS:		
Books/Dues	800	800
Travel & Training	9,700	9,700
Office Supplies	2,800	2,800
Equip. Maintenance	1,800	1,800
Fuel	5,000	5,000
Software	19,000	19,000
Prof/Tech (internal)	665,561	665,561
Prof./Tech. (external)	0	0
Special Supplies	3,000	3,000
Special Projects	2,139,776	2,055,276 ²³
Capital Equipment	0	0
Capitalized Spec Proj	0	0
Subtotal	2,847,437	2,762,937
STORMWATER ADMINISTRATON:		
Public Notices	21,327	21,327
Travel/Training	2,000	2,000
Office Supplies	4,000	4,000
Prof/Tech (internal)	1,059,788	1,059,788
Prof./Tech. (external)	8,000	8,000
Transfer Out	268,844	353,344 ²³
Subtotal	1,363,959	1,448,459
Total Expenditure	5,700,000	5,700,000

THE DIVISION OF ARTS AND CULTURE - FUND 37

REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
Cultural Center:		
Cultural Center Revenue	208,000	208,000
Concessions/Alcohol Revenue	12,000	12,000
Catering Commission	12,000	12,000
Art Sales	6,000	6,000
Donations	0	1,500 17
Day of the Dead	12,000	12,000
Summer Play	0	0
Appropriation from Fund Balance	0	20,675 6
Total Revenue	250,000	272,175

THE DIVISION OF ARTS AND CULTURE - FUND 37

EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
Operations:		
Permanent Employees	750,334	750,334
Overtime	10,000	10,000
Temporary Employees	84,050	84,050
Employee Benefits	280,346	286,293 1
Books & Dues	5,000	5,000
Advertising	5,000	5,000
Travel & Training	6,000	6,000
Office Supplies	23,000	23,000
Equip. Maintenance	20,500	20,500
Gasoline	1,250	1,250
Auto Maintenance	900	900
Auto Parts	900	900
Software	20,000	20,000
Building & Grounds	50,000	50,000
Utilities	148,889	148,889
Telephone	12,000	12,000
Contingency	50,000	50,000
Professional Services	8,028	8,028
General Health	250	250
Special Supplies	25,000	25,000
Signs	2,500	2,500
Insurance	10,000	10,000
Special Projects	35,000	35,000
Gallery Exhibits/Receptions	20,000	21,500 17
Artrageous	53,000	53,000
Summer Concerts	30,000	30,000
Day of the Dead Celebration	10,000	10,000
Wasatch International Food Festival	60,000	60,000
Private Donations Exp.	0	20,675 6
Transfer Out	21,717	21,717
Transfer In from GF	(1,539,614)	(1,545,561) 1
Subtotal Operations	204,050	226,225
Maintenance:		
Equipment Maintenance	16,450	16,450
Gasoline	3,500	3,500
Building & Grounds	26,000	26,000
Subtotal Maintenance	45,950	45,950
Total Expenditures	250,000	272,175

WEST VALLEY CITY STREET LIGHTS - FUND 39
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
STREET LIGHTS:		
Street Light Fees	1,150,000	1,150,000
Appropriation from Fund Balance	113,298	113,298
Total	1,263,298	1,263,298

WEST VALLEY CITY STREET LIGHTS - FUND 39
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
STREET LIGHTS:		
Permanent Employees	243,435	243,435
O.T. Employees	1,000	1,000
Temporary Employees	4,000	4,000
Employee Benefits	86,316	87,798 ¹
Bks/Subscriptions/Memeberships	500	500
Travel/Training	4,000	4,000
Equipment Maintenance	200,000	200,000
Gasoline & Diesel	15,000	15,000
Utilities	150,000	150,000
Prof./Tech (internal)	57,690	57,690
Prof./Tech. (external)	100,000	100,000
Capital Equipment	0	0
Special Projects	229,734	229,734
Transfer Out	171,623	171,623
Transfer In	0	(1,482) ¹
Total	1,263,298	1,263,298

CAPITAL IMPROVEMENTS FUND - FUND 45
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
REVENUES:		
Fed/State Capital Projects	0	0
SL County Capital Projects	0	0
Fire Apparatus Reimbursement	0	160,804 ²⁰
Developer Capital Fees/Contrib.	0	0
Miscellaneous	0	18,720 ¹⁸
Interest	0	0
Gain on Sale of Asset	0	0
Total Revenues	0	179,524
OTHER SOURCES:		
Bond/Lease Proceeds	0	4,159,810 ^{13,14}
Appropriation from Fund Balance	872,781	4,278,686 ^{8,9,13,19}
Total Other Sources	872,781	8,438,495
Total Revenue and Other Sources	872,781	8,618,020

CAPITAL IMPROVEMENTS FUND - FUND 45

EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
EXPENDITURES:		
Sold Services	0	(800,000) 8
Facilities Projects	400,000	511,368 13,18
City Hall Generator	0	750,000 13
Arena Renovation	0	682,259 13
Concrete Repairs Centennial Pool	150,000	150,000
City Park Scoreboard	0	1,000,000 21
Energy Efficiency Upgrades	0	68,871 13
Veterans Memorial Park	0	104,793 13
Transportation Sales Tax Projects	5,500,000	5,500,000
City Hall Parking Lot Replacement	0	1,292,312 13
Chinese Gate Repair	0	80,000 13
City Hall HVAC Controls	0	105,696 13
N. Frontage Rd Improvement Project	3,000,000	3,000,000
CPD Special Projects	0	35,024 19
Fire Special Projects	0	1,155,052 8,9,20
CEC Speical Projects	262,000	262,000
Rolling Stock	1,000,000	5,090,939 15
Rolling Stock Lease Payments	593,129	830,092 14
Transfers Out	872,781	1,005,781 20
Transfers In	(10,905,129)	(12,206,167) 8,14,21
Total Expenditures	872,781	8,618,020

THE RIDGE GOLF CLUB FUND - FUND 55
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
OPERATING REVENUE:		
Green Fees	1,040,000	1,040,000
Driving Range	60,000	60,000
Carts	500,000	500,000
Golf Club Rentals	2,000	2,000
Gratuities - Operations	6,000	6,000
Pro Shop	210,000	210,000
Grill/Catering	400,000	400,000
Gratuities - Grill & Catering	61,000	61,000
Miscellaneous	5,000	5,000
Gain on Sale of Assets	0	0
Appropriation from Fund Balance	517,943	517,943
Total Revenue	2,801,943	2,801,943

THE RIDGE GOLF CLUB FUND - FUND 55
EXPENSE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
OPERATING EXPENSES		
OPERATIONS:		
Personnel	534,328	535,170 1
Operations	187,564	187,564
Professional Services	71,405	71,405
Utilities	36,000	36,000
Operations Subtotal	829,297	830,139
MAINTENANCE:		
Personnel	490,453	493,154 1
Operating Supplies	230,760	230,760
Utilities	196,250	196,250
Maintenance Subtotal	917,463	920,164
GRILL/CATERING		
Personnel	386,457	388,979 1
Operating Supplies	66,100	66,100
Snack Bar Subtotal	452,557	455,079
COST OF SALES:		
Cost of Goods Sold	125,000	125,000
Grill/Snack Bar	170,000	170,000
Depreciation	343,025	343,025
Cost of Sales Subtotal	638,025	638,025
Total Operating Expenses	2,837,342	2,843,407
NON-OPERATING EXPENSES:		
Transfer In	(35,399)	(41,464) 1
Total Non-Operating Expenses	(35,399)	(41,464)
Total Expenses	2,801,943	2,801,943

STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
OPERATING REVENUE:		
Green Fees	1,300,000	1,300,000
Driving Range	30,000	30,000
Carts	550,000	550,000
Rental Clubs	11,000	11,000
Gratuities - Operations	17,000	17,000
Pro Shop	275,000	275,000
Grill/Catering	600,000	600,000
Gratuities - Grill & Catering	75,000	75,000
Misc.	5,000	5,000
Total Op. Revenue	2,863,000	2,863,000
NON-OPERATING REVENUE:		
Gain on Sale of Assets	0	0
Interest	0	0
Appropriation from Fund Balance	318,966	318,966
Total Non-Operating Rev	318,966	318,966
Total Revenue	3,181,966	3,181,966

STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
OPERATING EXPENSES		
OPERATIONS:		
Personnel	582,020	584,259 1
Operations	249,631	249,631
Professional Services	130,000	130,000
Utilities	50,000	50,000
Operations Subtotal	1,011,651	1,013,890
MAINTENANCE:		
Personnel	550,332	553,008 1
Operating Supplies	273,051	273,051
Utilities	195,750	195,750
Maintenance Subtotal	1,019,133	1,021,809
GRILL/CATERING:		
Personnel	416,377	419,333 1
Operating Supplies	82,400	82,400
Snack Bar Subtotal	498,777	501,733
COST OF SALES:		
Cost of Goods Sold	180,000	180,000
Grill/Snack Bar	230,000	230,000
Depreciation	288,566	288,566
Cost of Sales Subtotal	698,566	698,566
Total Oper Expenses	3,228,127	3,235,998
NON-OPERATING EXPENSES:		
Transfer In	(46,161)	(54,032) 1
Transfer Out	0	0
Total Non-Operating Expenses	(46,161)	(54,032)
Total Expenses	3,181,966	3,181,966

GRANTS - FUND 60
REVENUE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
CDBG Projects	1,073,357	1,073,357
HOME & Federal Grants	0	997,250 8,11,12
State Grants	0	0
Other Governmental Agencies	0	0
Subtotal	1,073,357	2,070,607

GRANTS - FUND 60
EXPENDITURE STATEMENT

	Adopted 2026-2027	Sept 2026 Openings
Personnel	188,960	188,960
General Operations	0	0
CDBG Projects	884,397	884,397
HOME & Federal Grants	0	997,250 8,11,12
State Grants	0	0
Other Governmental Agencies	0	0
Subtotal	1,073,357	2,070,607

AMBULANCE FUND - FUND 66**REVENUE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
OPERATING REVENUE:		
Ambulance Fees	4,657,882	4,657,882
Collections Proceeds	90,000	90,000
Appropriation from Fund Balance	0	0
Total Operating Revenue	4,747,882	4,747,882

AMBULANCE FUND - FUND 66**EXPENSE STATEMENT**

	Adopted 2026-2027	Sept 2026 Openings
OPERATING EXPENSES		
OPERATIONS		
Permanent Employees	1,437,525	1,437,525
Overtime	60,000	60,000
Employee Benefits	631,827	631,827
Uniform Allowance	15,600	15,600
Travel/Training	7,000	7,000
Office Supplies	2,500	2,500
Equipment Maint.	3,000	3,000
Gas/Diesel	32,000	32,000
Auto Maintenance	55,000	55,000
Auto Parts	45,000	45,000
Billing Services	260,000	260,000
Ambulance Service Provider Assess.	255,000	255,000
Public Safety Supplies	115,000	115,000
Insurance	7,650	7,650
Capital Equipment	0	0
Depreciation	343,280	343,280
Total Operating Expenses	3,270,382	3,270,382
NON-OPERATING EXPENSES:		
Lease Agreement	43,000	43,000
Transfer Out	1,434,500	1,434,500
Transfer In	0	0
Total Non-Operating Expenses	1,477,500	1,477,500
Total Expenses	4,747,882	4,747,882

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
JULY 2026 - SEPT 2026
WEST VALLEY CITY CORP.
FISCAL YEAR 2026-2027

No.	Amount	Description	Source
ROLLOVERS			
2	\$ 44,000.00	Rollover City Website Project (Modernization of City Website)	Restricted General Fund Balance
3	\$ 164,399.00	Rollover Radio Replacement Project (Public Safety Radio Replacement)	Restricted General Fund Balance
4	\$ 7,650.00	Rollover PO #26-005734 -- Building Inspections (Enhancements to OnBase Electronic Plan Review Software)	Restricted General Fund Balance
5	\$ 4,034.70	Rollover Merchandise Sales (To Be Used for Special Projects)	Restricted General Fund Balance
6	\$ 20,674.50	Rollover UCCC Donations from FY 25-26 (UCCC Restricted Donations from Multiple Donors)	Restricted UCCC Fund Balance
7	\$ 1,826.61	Rollover Victims Assistance Funds (Rollover Donated Funds to Assist Victims of Domestic Violence)	Restricted General Fund Balance
7	\$ 10,941.92	Rollover Dash Camera Service Fees (Services for Dash Cameras for City Vehicles)	Restricted General Fund Balance
8	\$ 64,075.00	Rollover Capital Funds for New EOC Trailer (Transfer from General Fund to CIP Fund)	Restricted General Fund Balance
8	\$ 800,000.00	Rollover FEMA Grant Funding for New EOC Trailer	FEMA
8	\$ 127,819.00	Rollover City Match to FEMA Grant (New EOC Trailer will be Delivered this Summer)	Restricted CIP Fund Balance
9	\$ 135,353.85	Rollover Wildland Deployment Funds (Reimburse Salaries, Overtime and Supplies for Firefighters)	Restricted CIP Fund Balance
10	\$ 196,170.19	Rollover Fire Overtime and Travel (Use of Wildland Deployment Funds)	Restricted General Fund Balance
13		Rollover for Public Facilities Projects	
13	\$ 92,647.93	Facilities Projects	Restricted CIP Fund Balance
13	\$ 750,000.00	2024 City Hall Generator	Restricted CIP Fund Balance
13	\$ 104,793.30	Veterans Memorial Park Project	Restricted CIP Fund Balance
13	\$ 1,292,311.51	City Hall Parking Lot	Restricted CIP Fund Balance
13	\$ 80,000.00	Chinese Gate Repairs	Restricted CIP Fund Balance
13	\$ 105,696.14	City Hall HVAC Controls	Restricted CIP Fund Balance
13	\$ 682,259.25	Arena Renovation	Restricted CIP Fund Balance
13	\$ 68,870.54	US Bank Lease #20 Energy Efficiency	Lease Proceeds

No.	Amount	Description	Source
15	\$ 1,985,461.00	Fire Ladder Truck - Delivery Summer 2026	Lease Proceeds
15	\$ 2,105,478.00	Two Fire Pumper Trucks - Delivery 2028 (Current and Future Lease Purchases)	Lease Proceeds
19	\$ 35,023.78	Rollover Code Enforcement Projects (CIP Projects for Code Enforcement)	Restricted CIP Fund Balance
22	\$ 28,814.66	Rollover for Emergency Management Budget (Deployment Reimbursements to Fund Emergency Management Division Operations)	Restricted General Fund Balance
GRANTS			
11	\$ 75,000.00	Victim Services UVSP Grant FY 26-27 (Utah Victim Services Program Grant)	State of Utah
12	\$ 122,250.00	VOCA Grant #25VOCA50 FY 2026-27 (Salaries, Benefits, Travel/Training and Direct Aid for Victim Advocates)	State of Utah
16	\$ 15,000.00	CDBG Funds for Victims Services (Funding for Victims Services from CDBG Grant)	HUD
OTHER			
1	\$ 445,805.00	Personnel Adjustments - All Departments (Personnel Compensation)	General Fund Existing Budget
1	\$ 157,152.00	Personnel Adjustments (Move Personnel Budget from HR to Police)	General Fund Existing Budget
1	\$ 98,566.00	Personnel Adjustments (Move Personnel Budget from City Manager to Finance)	General Fund Existing Budget
14	\$ 236,936.00	Fire Ladder Truck Lease Payment (JP Morgan Chase Lease)	General Fund Balance
17	\$ 1,500.00	Face of Utah Exhibit (Donation Designated for the Face of Utah)	Jarvis and Constance Doctorow Family Foundation
18	\$ 18,720.00	Arena Parking Lot D Light Replacement Project (Wattsmart Rebate was from Energy Efficient Lighting Projects in the City)	RMP Wattsmart Rebate
20	\$ 160,804.26	Fire Wildland Deployment Reimbursement (Used for Overtime Travel/Training, Equipment, Auto Parts)	State of Utah
21	\$ 1,000,000.00	City Park Scoreboard Project (Transfer Park Impact Fees to CIP for this Capital Project)	Park Impact Fees Existing Budget
23	\$ 244,000.00	AtomAI Software Implementation (AtomAI Replaces the Old Cityworks Software)	General Fund Balance Storm Water & C Roads Existing Budget



Description: Authorization of a Quit Claim Deed and Vacation of Right-of-way for a portion of Winton Street

Fiscal Impact: None

Funding Source: NA

Account #: NA

Budget Opening Required: No

Issue:

Authorization of a Quit Claim Deed and Vacation of Right-of-way for a portion of Winton Street (1075 West).

Summary:

Salt Lake County is requesting that a portion of Winton Street (1075 West) be vacated in favor of Salt Lake County.

Background:

A small portion of the dedicated Winton Street (2,217 square feet) lies to the southeast of the Trax line near the Jordan River Surplus Canal. The property is bounded by Trax to the northwest, and by Salt Lake County on the east and south. Salt Lake County desires to incorporate the vacated portion of road with its property along the Jordan River. This portion of the road has no connection to any other streets.

Recommendation:

Authorize the mayor to execute the Quit Claim Deed and Vacation of Right-of-way. Authorize the City Recorder to record said Quit Claim Deed and Vacation of Right-of-way for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/15/2026



1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____

4
5 Draft Date: _____

6 Date Adopted: _____

7 Effective Date: _____

8
9
10 AN ORDINANCE APPROVING THE VACATION OF A PORTION
11 OF WINTON STREET NEAR THE JORDAN RIVER SURPLUS
12 CANAL.

13
14
15 WHEREAS, the City requested the vacation of a portion of Winton Street near the
16 Jordan River Surplus Canal; and

17
18 WHEREAS, said portion of Winton Street connects to no other streets due to the
19 location of the UTA Trax line; and

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

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

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

31
32 **Section 1.** The street vacation of the portion of Winton Street described in Exhibit A
33 and depicted in Exhibit B is hereby approved. The Mayor is authorized to
34 execute the attached Quit Claim Deed and Vacation of Right of Way for
35 and on behalf of West Valley City.

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

43
44 **Section 3.** The City Recorder is hereby directed to record this Ordinance and the
45 aforementioned Quit Claim Deed with the Salt Lake County Recorder's
46 Office.
47

48 **Section 4.** This Ordinance shall become effective immediately upon posting as
49 required by law.
50
51
52 PASSED AND APPROVED this _____ day of _____, 2026.
53
54
55 WEST VALLEY CITY
56
57
58 _____
59 MAYOR
60
61 ATTEST:
62
63
64 _____
65 CITY RECORDER

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Streetz, Suite S3-110
Salt Lake City, Utah 84114-3300

Parcel No. 15-

QUIT CLAIM DEED & VACATION OF RIGHT OF WAY

West Valley City, GRANTOR, a municipal corporation of the State of Utah, whose address is 3600 S. Constitution Boulevard, West Valley City, Utah 84119, hereby Quit Claims and Vacates Right-of-Way to **Salt Lake County**, a body of the State of Utah, 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 in West Valley City, Salt Lake County, State of Utah. Said tract of land being described as follows:

See attached Exhibits A and B

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

GRANTOR

Karen Lang, Mayor

State of _____)
) ss
 County of _____)

On this _____ day of _____, 2026, personally appeared before me Karen Lang, who being by me duly sworn did say that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that she signed the foregoing instrument on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor Lang acknowledged to me that said West Valley City executed the same.

Notary Public

EXHIBIT "A"

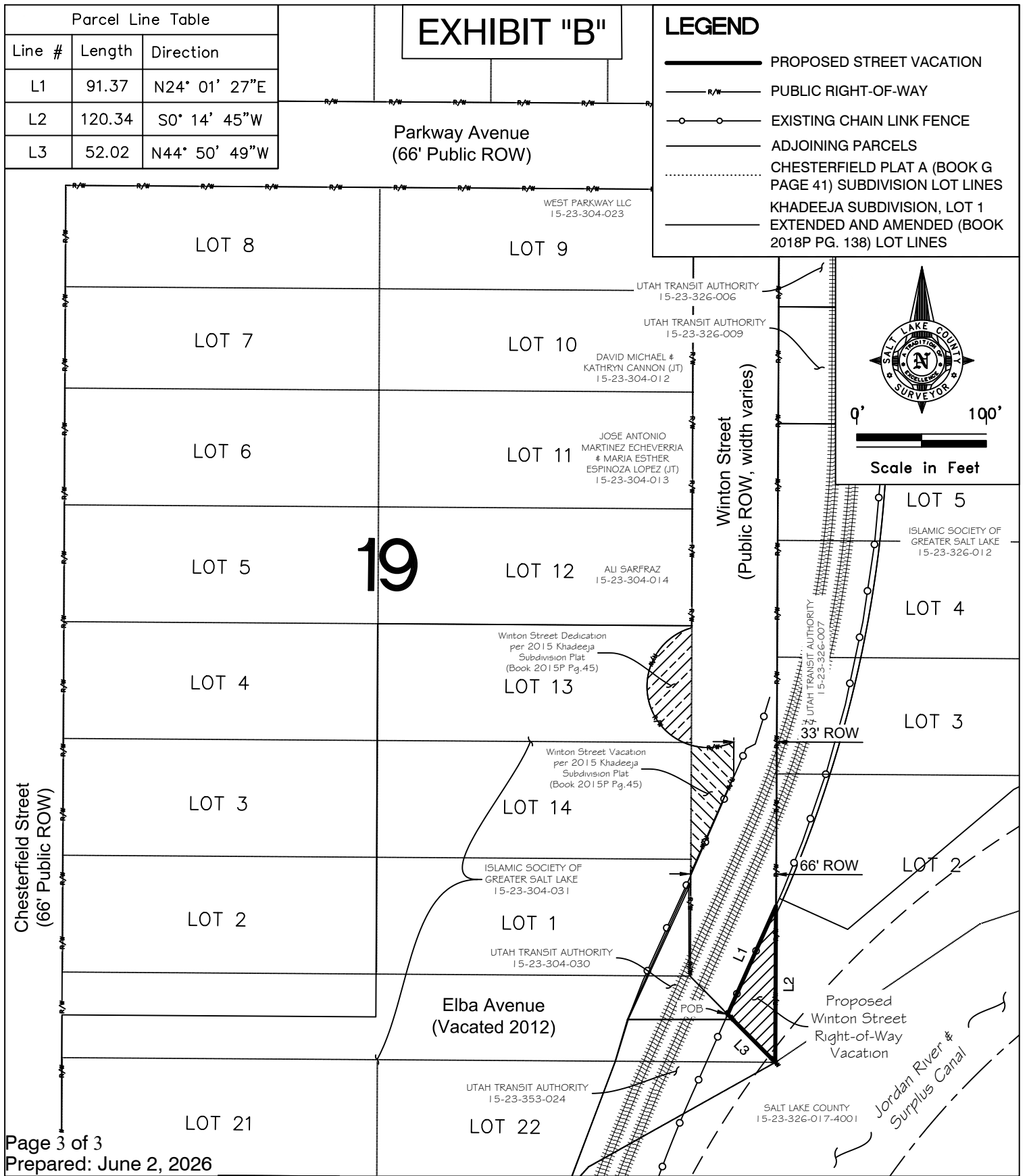
WVC Winton Street Partial Vacation

Beginning at the intersection of an existing chain link fence and the southerly right-of-way line of Winton Street, a public street; said point being 1657.97 feet N. $0^{\circ}21'14''$ E. along the Section line and 1466.35 feet East from the Southwest Corner of Section 23, T1S, R1W, SLB&M; thence N. $24^{\circ}01'27''$ E. 91.37 feet along said existing chain link fence to the easterly right-of way line of Winton Street; thence southerly and northwesterly along said right-of-way line of Winton Street the following two (2) courses: 1) S. $0^{\circ}14'45''$ W. 120.34 feet; 2) N. $44^{\circ}50'49''$ W. 52.02 feet to the **Point of Beginning**.

Contains 2,217 square feet in area or 0.051 acre, more or less.

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

BASIS OF BEARING: N. $00^{\circ}21'14''$ E. along the Section line between the Southwest Corner and the West Quarter Corner of said Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian.



SALT LAKE COUNTY
JORDAN RIVER & SURPLUS CANAL
WVC WINTON STREET PARTIAL VACATION

Prepared for:
S.L. Co. Flood Control Engineering
Section 23, T.1S., R.1W., S.L.B.&M.
Work Order No. SU20160226

Drawn by: BH
Checked by: JF

Prepared by the Office of:
Bradley Park, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

EXHIBIT "A"

WVC Winton Street Partial Vacation

Beginning at the intersection of an existing chain link fence and the southerly right-of-way line of Winton Street, a public street; said point being 1657.97 feet N. $0^{\circ}21'14''$ E. along the Section line and 1466.35 feet East from the Southwest Corner of Section 23, T1S, R1W, SLB&M; thence N. $24^{\circ}01'27''$ E. 91.37 feet along said existing chain link fence to the easterly right-of way line of Winton Street; thence southerly and northwesterly along said right-of-way line of Winton Street the following two (2) courses: 1) S. $0^{\circ}14'45''$ W. 120.34 feet; 2) N. $44^{\circ}50'49''$ W. 52.02 feet to the **Point of Beginning**.

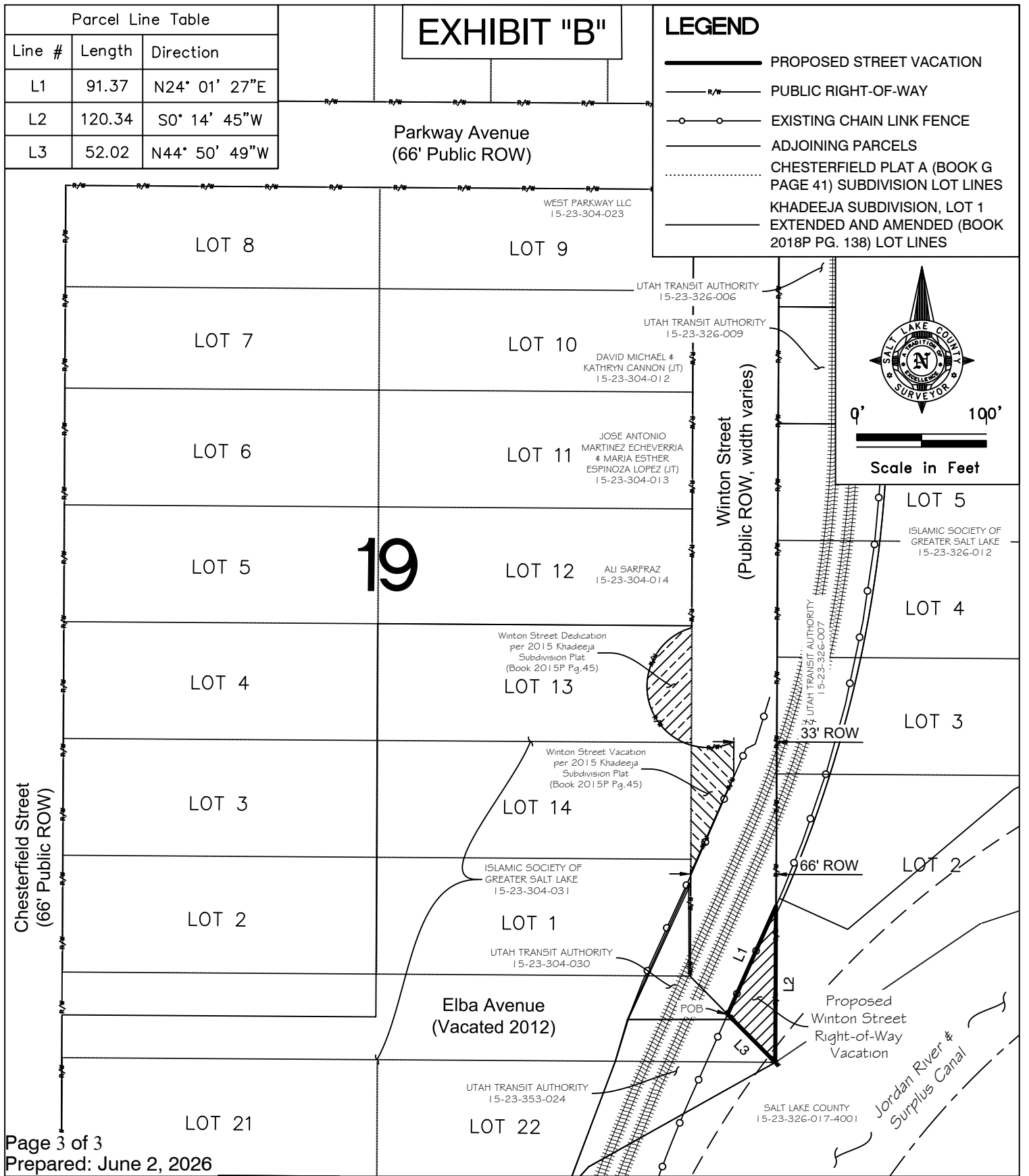
Contains 2,217 square feet in area or 0.051 acre, more or less.

EXHIBIT "B":

By this reference, made a part hereof.

BASIS OF BEARING:

N. $00^{\circ}21'14''$ E. along the Section line between the Southwest Corner and the West Quarter Corner of said Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian.





Description: Authorization of a Quit Claim Deed and Vacation of Right-of-way for a portion of Clifford Street (5650 West).

Fiscal Impact: None

Funding Source: NA

Account #: NA

Budget Opening Required: No

Issue:

Authorization of a Quit Claim Deed and Vacation of Right-of-way for a portion of Clifford Street (5650 West).

Summary:

The Rex C. Butcher Family Revocable Trust is requesting that a remnant portion of Clifford Street (5650 West) be vacated in favor of The Rex C. Butcher Family Revocable Trust, dated February 26, 2026.

Background:

A small remaining portion of the dedicated Clifford Street (889 square feet) laying between the vacated Clifford Street at 2300 South is surrounded by vacated right-of-way to the east, west and south. The adjoining property to the east and south is owned by the Rex C. Butcher Family Revocable Trust and was granted by Court Judgement in favor of Charles D. Butcher in 1984.

Recommendation:

Authorize the mayor to execute the Quit Claim Deed and Vacation of Right-of-way. Authorize the City Recorder to record said Quit Claim Deed and Vacation of Right-of-way for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 09/15/2026



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Draft Date: _____
Date Adopted: _____
Effective Date: _____

WHEREAS, the City requested the vacation of a portion of Clifford Street; and

WHEREAS, said portion of Clifford Street connects to no other streets and is a remnant surrounded by private property and vacated right-of-way; and

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

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

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

- Section 1.** The street vacation of the portion of Clifford Street described in Exhibit A and depicted in Exhibit B is hereby approved. The Mayor is authorized to execute the attached Quit Claim Deed and Vacation of Right of Way for and on behalf of West Valley City.
- Section 2.** This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.
- Section 3.** The City Recorder is hereby directed to record this Ordinance and the aforementioned Quit Claim Deed with the Salt Lake County Recorder's Office.

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

PASSED AND APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT "A"



P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541
Revised 3/09/2026

A parcel of land known to be the excess of a previously vacated street known as Clifford Street, Vacated in Ordinance #04-34. Recorded Aug. 16th, 2004. In Entry #9146316; as follows:

Beginning at a point on the South right of way line of 2300 South Street, said point of beginning is also 66.2 feet South from the North Right of way line of 2300 South, which has also been retraced in a record of survey by Meridian Engineering, file #S2021-07-0432, said point also being North 0°13'20" East along section line 663.77 feet and North 89°52'17" West a distance of 297.55 feet along the South right away of 2300 South Street in previously adjusted and recorded in Entry #4791954, and Entry # 4791954, recorded June 28th, 1989, a distance of 297.55 feet; from the East 1/4 Corner Section 23, Township 1 South, Range 2 West, S.L.B.&M. Section corner is a Found 2.5" Flat Brass Cap Monument Ring/Lid Co. Pt. 1s2w2306, and running thence S 00° 07' 01" W a distance of 27.43 feet to the northwest corner of Lot 25 Block 1, Haynes Addition Plat E,, thence N 89° 52' 59" W a distance of 32.50 feet to the center line of Clifford Ave Street previously retraced in record a survey by Meridian engineering file #S2023-10-0779,, thence N 00° 13' 24" E a distance of 27.35 feet to said South right of way of 2300 South street,, thence N 89° 58' 33" E a distance of 32.45 feet to the point of beginning.

WVC ROAD EXHIBIT "B"

PORTION OF LAND SHOWN IN COUNTY RECORDS. IT APPEARS THAT THE ENTIRETY OF THE VACATED R.O.W. WAS NOT ASSIGNED TO BUTCHER IN VACATION ORDINANCE, HOWEVER IT SEEMS TO BE THE INTENT TO VACATE ALL THE WAY TO 2300 SOUTH AS PER VACATION ORDINANCE 04-34. CURRENT TITLE IS CERTAINLY A FACTOR OF CONFUSION IN THE ASSESSORS OFFICE, WHERE HAYNES SUB. EXIST ON THE GROUND VS RECORDS. IT IS MY PROFESSIONAL OPINION AT THE TRUE BOUNDS AND TITLE IS IN POSSESSION OF THE BUTCHER FAMILY

EXISTING R.O.W.
AS CONSTRUCTED 1960'S

66.2'
R.O.W. CONSTRUCTED

2300 SOUTH STREET
PUBLIC R.O.W.

RECORD OF SURVEY
LINE BY MERIDIAN
ENGINEERING FILE
NUMBER S2021-07-0432
CONCLUDES A 38' SHIFT
IN NORTHERLY BLOCKS
HAYNES SUB.

MERIDIAN SURVEY REF. TIE
N 89°49'00" W
51.57'

RECORD OF SURVEY
LINE BY AAA
ENGINEERING FILE
NUMBER S90-05-0270.

AAA SURVEY REF TIE
N 89°57'38" W
32.61'

P.O.B.
CREATED IN JUDGMENT DEED.
REMOVING CLAIM FROM W.V.C.
REC. NOV 28TH 1984 ENTRY # 4020925.
W.D. FROM BUTCHER TO BUTCHER
REC. JUNE 28TH, 1989.
ENTRY #4791954

CHAIN OF TITLE LINE
DEED FROM VALLEY INV.
CO. TO MAZEL, OCT. 24,
1969 ENTRY # 2308181.

5600 WEST STREET
PUBLIC R.O.W.

CALCULATED BARRING BASE
S 00°13'20" W 2676.65'

EXISTING
CHAINLINK GATE

S 89°58'33" W 32.45'

WVC. QCD. REF. TIE
N 89°52'17" W 297.55'

* NEW SOUTH R.O.W. LINE SECOND
SOUTH* ESTABLISHED W.D. FROM
W.V.C. REC. JUNE 28TH, 1989. ENTRY
#4791954.

S 89°52'59" E 119.14'

TAX PARCEL 14-23-283-023
VISION DEVELOPMENT
CREATED CREATED IN
JUDGMENT DEED. REC. NOV
28TH 1984 ENTRY # 4020925.

TAX PARCEL 14-23-283-022
BUTCHER, REX C
CREATED CREATED IN
JUDGMENT DEED. REC. NOV
28TH 1984 ENTRY # 4020925.

N 89°52'59" W 132.55'

EXISTING
CHAINLINK
FENCE LINE

S 89°52'59" E 125.00'

S 89°52'59" E 157.50'

S 89°52'59" E 32.50'

EXISTING BUILDING

EXISTING
CHAINLINK
FENCE LINE

EXISTING BUILDING

TAX PARCEL 14-23-283-018
VISION DEVELOPMENT
GROUP LLC
Address 5615 W 2300 S

EXISTING
CHAINLINK
FENCE LINE

WVC. QCD. REF. TIE
N 00°12'20" E 663.77'

N 89°52'59" W 125.00'

N 89°52'59" W 7.50'

ALLEY WAY VACATED IN
ORDINANCE # 93-62. REC.
DEC. 7TH, 1993. IN ENTRY #
5677037

TAX PARCEL 14-23-283-019
BUTCHER, REX C
Address 2320 S 5600 W

TAX PARCEL 14-23-283-019
BUTCHER, REX C

AS SURVEYED
PARCEL COMBINED
57,394 Sq Ft. or 1.3175
Acres

N 00°13'20" E 200.00'

CLIFFORD STREET
VACATED

15' ALLEY WAY
VACATED
S 00°13'20" W 200.00'

S 00°13'20" W 150.00'

N 00°13'20" E 150.00'

N 00°13'20" E 150.00'

EXISTING FENCE HISTORIC FENCE LINE
CONFIRMED TO EXIST IN ITS LOCATION
FROM 1981 COUNTY AERIAL PHOTO, TO
PRESENT. IN ADDITION A LINE OF
OCCUPATION APPEARS TO BEEN
LOCATED HERE SINCE 1971.

CONCRETE WALL
ALIGN WITH
HISTORIC R.O.W.

S 89°52'59" E 15.00'

LOT 17- 32 TITLE
LINE DEEDED FROM
MAZEL TO
BUTCHER, IN 1986
ENTRY # 4185650

EXISTING FENCE HISTORIC FENCE LINE
CONFIRMED TO EXIST IN ITS LOCATION
FROM 1981 COUNTY AERIAL PHOTO, TO

Rex C. Butcher
3196 South 8950 West
Magna, Utah 84044

QUIT CLAIM DEED & VACATION OF RIGHT OF WAY

See attached Exhibits “A” and “B”

GRANTOR

State of _____)
County of _____) :SS

Notary Public

EXHIBIT "A"



P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541
Revised 3/09/2026

A parcel of land known to be the excess of a previously vacated street known as Clifford Street, Vacated in Ordinance #04-34. Recorded Aug. 16th, 2004. In Entry #9146316; as follows:

Beginning at a point on the South right of way line of 2300 South Street, said point of beginning is also 66.2 feet South from the North Right of way line of 2300 South, which has also been retraced in a record of survey by Meridian Engineering, file #S2021-07-0432, said point also being North 0°13'20" East along section line 663.77 feet and North 89°52'17" West a distance of 297.55 feet along the South right away of 2300 South Street in previously adjusted and recorded in Entry #4791954, and Entry # 4791954, recorded June 28th, 1989, a distance of 297.55 feet; from the East 1/4 Corner Section 23, Township 1 South, Range 2 West, S.L.B.&M. Section corner is a Found 2.5" Flat Brass Cap Monument Ring/Lid Co. Pt. 1s2w2306, and running thence S 00° 07' 01" W a distance of 27.43 feet to the northwest corner of Lot 25 Block 1, Haynes Addition Plat E,, thence N 89° 52' 59" W a distance of 32.50 feet to the center line of Clifford Ave Street previously retraced in record a survey by Meridian engineering file #S2023-10-0779,, thence N 00° 13' 24" E a distance of 27.35 feet to said South right of way of 2300 South street,, thence N 89° 58' 33" E a distance of 32.45 feet to the point of beginning.

PORTION OF LAND SHOWN IN COUNTY RECORDS. IT APPEARS THAT THE ENTIRETY OF THE VACATED P.O.W. WAS NOT ASSIGNED TO BUTCHER IN VACATION ORDINANCE. HOWEVER IT SEEMS TO BE THE INTENT TO VACATE ALL THE WAY TO 3200 SOUTH AS PER VACATE ALL THE WAY TO 3200 SOUTH TITLE ORDINANCE 04-34. CURRENT TITLE IS CERTAINLY A FACTOR OF CONTELISION IN THE ASSESSORS OFFICE. WHERE HAYNES SUB. EXIST ON THE GROUND VS RECORDS. IT IS MY PROFESSIONAL OPINION AT THE TRUE BOUNDS AND TITLE IS IN POSSESSION OF THE BUTCHER FAMILY.

EXISTING R.O.W.
AS CONSTRUCTED 1960'S

R.O.W. CONSTRUCTED

2300 SOUTH STREET
PUBLIC R.O.W.

* NEW SOUTH R.O.W. LINE SECOND SOUTH* ESTABLISHED W.D. FROM W.V.C. REC. JUNE 28TH, 1989. ENTRY #4791954.

RECORD OF SURVEY
LINE BY AAA
ENGINEERING FILE
NUMBER S90-05-0270

RECORD OF SURVEY
LINE BY MERIDIAN
ENGINEERING FILE
NUMBER S2021-07-04322
CONCLUDES A 36° SHIFT
IN NORTHERLY BLOCKS
HAYNES SUB

MERIDIAN SURVEY REF. TIE
 N 89°49'00" W
 51.57'

REC. 25"
S 00-0101 W 21.43

33.75'

S 89°52'59" E 32.50

S 89°52'59" E 157.5



EXISTING

100

CREATED IN JUDGMENT
REMOVING CLAIM FROM
REC NOV 28TH 1988

RECORD OF SURVEY

—

1401

PORTION OF ALL EMPLOYED

IN ENTRY # 914

1401



CLIFFORD STREET
VACATED

CONCRETE WALL
ALIGN WITH
HISTORIC R.O.W.

EXISTING FENCE HISTORIC FENCE LINE
CONFIRMED TO EXIST IN ITS LOCATION
FROM 1981 COUNTY AERIAL PHOTO, 'TO
PRESENT. IN ADDITION A LINE OF
OCCUPATION APPEARS TO BEEN
LOCATED HERE SINCE 1971.

LOT 17-32 TITLE
LINE DEEDED FROM
MAZEL TO
BUTCHER. IN 1986
ENTRY # 4185650

EXISTING FENCE HISTORIC FENCE LINE
CONFIRMED TO EXIST IN ITS LOCATION

CALCULATED BARING BASE
S 00°13'20" W 2676.65'

5600 WEST STREET
PUBLIC R.O.W.



Description: Sales Tax Incentive for Consolidated Electrical Distributors, Inc.

Fiscal Impact:

Funding Source:

Account #: 0

Budget Opening Required: ☐

Issue:

Agreement for a sales tax incentive with Consolidated Electrical Distributors (CED) to offset expenses related to the company's relocation from Salt Lake City to West Valley City. Agreement would give CED 25% of the City's Point of Sale portion of the sales tax generated by and paid by CED. The term of this incentive would run for 10 years with a maximum of \$9,000,000 over that period.

Summary:

CED is a national company specializing in sales and distribution of electrical parts and equipment. Two of their largest clients are Hunt Electric and Skyline Electric, located in West Valley City. They have been located in Salt Lake City for decades but with this incentive, will be relocating their SL Valley operation to West Valley City. Due to the relocation, CED will incur significant costs in new storage equipment, leasing costs, and general relocation expenses. Due to the fact that CED will be leasing an existing building, and that building is not located in one of the RDA Project Areas, our ability to offer a more traditional property tax incentive wasn't possible. However, due to the large volume of taxable sales that will be generated at the new location, we decided a sales tax incentive would be a viable option. Because the City's sales tax is general fund money, our City Attorney's office conducted a 10-8-2 study to determine the public benefit and determined that because the City would refund CED 25% of the Point of Sale sales tax received by the City, the City would retain 75% of the sales tax, and that those monies would be new dollars to the City, that it met the criteria for a public benefit.

Background:

CED is a long standing business in the SL Valley, and has locations across the U.S. With the approval of this incentive they will relocate their operation to West Valley City. The incentive is 25% of the Point of Sales sales tax received by the City, for a term of 10 years with a cap of \$9,000,000. If the City pays the maximum of \$9,000,000 to CED it will mean that the City has retained \$27,000,000 over the same ten years, making it a very significant generator of sales tax for West Valley City. In addition to the new sales taxes to the City, CED would be bringing over 100 new jobs to West Valley City.

Recommendation:

Staff recommends the approval of the agreement with CED.

Department: Economic Development

Submitted By: Jonathan Springmeyer

Date Submitted: 07/06/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION MAKING CERTAIN FINDINGS AND
APPROVING AN INCENTIVE AGREEMENT WITH
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

WHEREAS, West Valley City and the West Valley City Council have a substantial and compelling interest in enhancing economic development opportunities within the City; and

WHEREAS, an incentive agreement (the “Agreement”, attached hereto as Exhibit A) has been prepared by and between the City and Consolidated Electrical Distributors, Inc. (“CED”) with the purpose of securing CED’s commitment to establish a major facility in the City; and

WHEREAS, as required by Utah Code Section 10-8-2, the City has prepared a study of said Agreement, which is attached hereto as Exhibit B, and has made said study available to the public for fourteen days; and

WHEREAS, the City provided notice as required by law and held a public hearing to determine whether the execution of the proposed incentive agreement and appropriations to fund said incentive agreement are in the public interest; and

WHEREAS, the City Council has determined that said actions provide for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

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

- 1) The study and appropriations analysis attached hereto as Exhibit B is hereby approved and adopted, including but not limited to the criteria for a determination of value and public interest required by state law.
- 2) The City Council hereby finds and determines that the execution of the Agreement provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the City.
- 3) The City Council hereby authorizes the Mayor to execute said Agreement for and on behalf of the City, conditioned upon final approval of the form of said Agreement by the City Manager and the City Attorney’s Office.
- 4) Conditioned upon the acceptance and execution of the Agreement, the City Council hereby appropriates funding to fulfill the terms of said Agreement. The appropriation made by this Resolution is conditioned upon receipt of funds as set forth in the Agreement.

- 5) The City Council hereby authorizes the execution of all documents and the taking of all actions necessary to implement said Agreement by the Mayor, City Manager, and Finance Director, as appropriate.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A
INCENTIVE AGREEMENT

EXHIBIT B
APPROPRIATIONS ANALYSIS AND STUDY

INCENTIVE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2026 (“the Execution Date”), 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 Consolidated Electrical Distributors, Inc. (hereinafter, “Developer”), a Delaware corporation, 1920 Westridge Drive, Irving, Texas 75038. The City and Developer shall each be referred to individually as a “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to support economic development, job creation, and capital investments within the City; and

WHEREAS, Developer proposes to locate a substantial facility within the City that will bring additional jobs, investment, and tax revenue; and

WHEREAS, the City is willing to offer an incentive to Developer to support said facility, conditioned upon the terms set forth herein.

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

AGREEMENT:

1. **Developer Obligations.** As conditions precedent to earning or receiving any incentive set forth in this Agreement, Developer shall:
 - a. Locate a new and/or relocated facility at 2475 South 3200 West in West Valley City (the “Property”) on or before July 1, 2027; and
 - b. Remain in full compliance with applicable laws, pay property taxes owed, and remit sales taxes as required by law.
2. **Incentive.** After Developer has established its business at the Property, Developer shall be eligible to receive an incentive payment as described in this Section 2 (the “Incentive”).
 - a. The Incentive shall be 25% of the sales tax distributed to and received by the City on the basis of the location of the transaction at the Property as defined in Utah Code Section 59-12-205(2)(a)(ii)(A) or successor statute. The Incentive shall only be payable based on sales tax generated during the term defined in Section 3 below.
 - b. Example: Developer makes \$200.00 in taxable sales at the Property. The City’s local option sales tax is 1% (\$2.00). 50% of the local option sales tax (\$1.00) is distributed on the basis of the location of the transaction. After the City

receives this distribution, Developer's Incentive would be 25% of \$1.00 (\$0.25).

3. **Term.** The Term of this Agreement shall run from execution of this Agreement until July 1, 2037.
4. **Maximum.** The maximum Incentive payable to Developer under this Agreement shall be \$9,000,000. If Developer receives \$9,000,000 under this Agreement prior to the end of the Term set forth in Section 3 above, this Agreement shall terminate.
5. **Timing of Payment.** The City shall pay the Incentive on an annual basis. The City shall make said annual payment on March 31 or within thirty days of receipt of sales tax distributions from the preceding December, whichever is later. For example, if the City has received all sales tax distributions for the year 2030 by February 28, 2031, the City shall pay the Incentive calculated in Section 2 above for calendar year 2030 to Developer no later than March 31, 2031.
6. **No General Obligation.** The Incentive is not a general obligation of the City, is based solely on the calculation set forth in Section 2 above, and is subject to the conditions set forth herein. If the City does not receive sales tax attributable to the location of sales at the Property, the City shall have no obligation to pay any Incentive to Developer.
7. **Additional Conditions Precedent.** If a court of competent jurisdiction or a state or federal agency (including but not limited to the Utah Attorney General, Utah State Auditor, and/or the Utah Tax Commission) determines that the payment of the Incentive would violate federal, state, or local law, the City shall have no further obligation and Developer shall return any Incentive payments received under this Agreement.
8. **No Guarantee of Specific Distribution.** The City cannot guarantee that local option sales taxes will continue to be distributed as set forth in Utah Code Section 59-12-205 as of the Execution Date. Developer assumes the risk that the state of Utah may amend the distribution of sales tax revenue and reduce or eliminate the Incentive calculated in Section 2. Developer further assumes the risk that sales tax may not be remitted to the City for any reason or no reason.
9. **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 Developer: Consolidated Electrical Distributors, Inc.
1920 Westridge Drive
Irving, Texas 75308

10. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto. This Agreement is not assignable by Developer without the advance written consent of the City in the City's sole and absolute discretion.
11. **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 Developer and the City.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.

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:

City Recorder

DEVELOPER

By:
Its:

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ *[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 _____ *[title]*, of Consolidated Electrical Distributors, Inc. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

Notary Public

Appropriation Study – Consolidated Electrical Distributors, Inc.

Pursuant to the requirements of Section 10-8-2 of the Utah Code, this study analyzes and demonstrates the purpose for an appropriation for an incentive agreement with Consolidated Electrical Distributors, Inc. (“CED”).¹

I. Introduction

CED is a large electrical distributor with many locations across the United States. CED proposes to locate a facility at approximately 2475 South 3200 West in West Valley City. The new facility would require significant investment and upgrades to house a facility sufficient to meet CED’s needs. The proposed location is located in census tract 1133.07, in which the majority of families earn less than 80% of the metropolitan area and county area median income. The proposed location would also have a sales floor under 20,000 square feet. Both the census tract and the small sales floor make an incentive permissible under Utah Code Section 11-41-103.

CED’s investment would increase the City’s property tax base and generate additional sales tax based on point of sale. The proposed location would also bring additional employment opportunities to the City. The proposed incentive would be 25% of municipal sales tax attributable to the point of sale at CED’s proposed location in West Valley City. The proposed incentive would be paid only after receipt of sales tax revenues and there is no guaranteed minimum incentive payment. The maximum incentive payment possible under the proposed agreement would be \$9,000,000, with no further incentive payable after July 1, 2037.

II. Statutory Requirements

The Utah Code permits the City to appropriate money or property for any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience” of the residents of the City.² The City Council is required to establish criteria for the determination that the City will receive sufficient value for the appropriation, with the determination of value measured over the life of the project proposed.³ Intangible benefits can be considered in the analysis.⁴

The City is required to consider the identified benefit the City will receive for the appropriation, the City’s purpose for the appropriation, and whether the appropriation is necessary and appropriate to accomplish the purpose.⁵

III. Appropriation Value

As described above, the proposed incentive is 25% of sales tax attributable to the point of sale with a cap of \$9,000,000 and a term ending on July 1, 2037. Because of the calculation method,

¹ U.C.A. § 10-8-2(3).

² U.C.A. § 10-8-2(3).

³ U.C.A. § 10-8-2(3)(a).

⁴ U.C.A. § 10-8-2(3)(c).

⁵ U.C.A. § 10-8-2(3)(e).

the precise value of the incentive is unknown, but is fixed at 25% of the point of sale portion of municipal sales tax distributed to the City.

IV. Criteria for Value and Project Life

The value of the appropriation is set at 25% of the point of sale portion of municipal sales tax distributed to and received by the City from sales generated by CED's proposed location. The project life is potentially indefinite but will be limited to the term of the incentive agreement for the purposes of this analysis.

The City will define value received by the City as the point of sale portion of municipal sales tax attributable to CED's sales at the proposed location. **Accordingly, if the City receives revenue exceeding the amount of the incentive during the life of the project, the City will receive adequate value for the appropriation.** This definition of value is conservative. The increased property tax base provided by CED's investment is not considered here. The ongoing sales tax benefits following the expiration of the incentive agreement are also not considered. Finally, the additional employment opportunities and potential support provided to surrounding businesses are also not considered. All of these factors offer additional justification for the proposed incentive, but the analysis here will not consider them in determining adequate value.

Because of the structure of the incentive, the City will receive adequate value regardless of the amount actually paid. For each dollar of incentive, the City will retain three dollars, and this is true whether sales exceed or fail to meet expectations. The payment of the incentive is entirely post-performance: if the City does not receive \$1, CED does not receive \$0.25. Further, CED's eligibility for the incentive depends on their establishment within the City by July 1, 2027. If CED does not establish their operation and begin to provide economic benefit to the City, CED will not receive any incentive. No incentive is payable to CED prior to CED delivering value to the City in excess of the incentive.

V. Statutory Criteria

A. Identified Benefit for the Appropriation

As described above, at a minimum, the City will obtain \$3 in additional sales tax revenue for each \$1 of incentive paid to CED. The City will also obtain employment and property tax benefits because of CED's project. These benefits are all tangible, accrue to the City prior to the payment of any incentive, and exceed the value of the incentive. Further, the increased activity resulting from CED's project provides support to existing businesses in the area and offers additional opportunity to City residents.

B. The Purpose of the Appropriation

The purpose of the appropriation is to secure CED's commitment to locate within the City and provide the benefits described above. The appropriation will defray costs of the relocation and encourage CED to remain within the City for a minimum of ten years. Should CED underperform, their incentive will not reach the cap identified in the proposed incentive

agreement. Should CED fail to locate in the City or leave prior to the expiration of the term, CED will not be eligible for further incentive payments. The structure of the appropriation is such that the City receives the benefit of the bargain first while incentivizing CED to deliver the maximum economic benefit and enhance the prosperity of the City as described by the statute.

C. The Necessity and Appropriateness of the Appropriation

The proposed incentive is necessary to obtain CED's commitment to locate in the City. CED's proposal comes with substantial costs to CED and without an incentive CED would not locate in the City. The City's reasonable goals of economic development and job creation are directly furthered by CED's location within the City: not only does CED offer the prospect of substantial employment and tax revenue, but CED's services directly support other businesses, nearly all of which require electrical products and infrastructure. Because the value of the incentive is directly tied to the value provided by CED, the incentive is appropriately sized to the value delivered to the City by CED.

INCENTIVE AGREEMENT

THIS AGREEMENT is made this 15th day of September, 2026 ("the Execution Date"), 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 Consolidated Electrical Distributors, Inc. (hereinafter, "Developer"), a Delaware corporation, 1920 Westridge Drive, Irving, Texas 75038. The City and Developer shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City desires to support economic development, job creation, and capital investments within the City; and

WHEREAS, Developer proposes to locate a substantial facility within the City that will bring additional jobs, investment, and tax revenue; and

WHEREAS, the City is willing to offer an incentive to Developer to support said facility, conditioned upon the terms set forth herein.

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

AGREEMENT:

1. **Developer Obligations.** As conditions precedent to earning or receiving any incentive set forth in this Agreement, Developer shall:
 - a. Locate a new and/or relocated facility at 2475 South 3200 West in West Valley City (the "Property") on or before July 1, 2027; and
 - b. Remain in full compliance with applicable laws, pay property taxes owed, and remit sales taxes as required by law.
2. **Incentive.** After Developer has established its business at the Property, Developer shall be eligible to receive an incentive payment as described in this Section 2 (the "Incentive").
 - a. The Incentive shall be 25% of the sales tax distributed to and received by the City on the basis of the location of the transaction at the Property as defined in Utah Code Section 59-12-205(2)(a)(ii)(A) or successor statute. The Incentive shall only be payable based on sales tax generated during the term defined in Section 3 below.
 - b. Example: Developer makes \$200.00 in taxable sales at the Property. The City's local option sales tax is 1% (\$2.00). 50% of the local option sales tax (\$1.00) is distributed on the basis of the location of the transaction. After the City

receives this distribution, Developer's Incentive would be 25% of \$1.00 (\$0.25).

3. **Term.** The Term of this Agreement shall run from execution of this Agreement until July 1, 2037.
4. **Maximum.** The maximum Incentive payable to Developer under this Agreement shall be \$9,000,000. If Developer receives \$9,000,000 under this Agreement prior to the end of the Term set forth in Section 3 above, this Agreement shall terminate.
5. **Timing of Payment.** The City shall pay the Incentive on an annual basis. The City shall make said annual payment on March 31 or within thirty days of receipt of sales tax distributions from the preceding December, whichever is later. For example, if the City has received all sales tax distributions for the year 2030 by February 28, 2031, the City shall pay the Incentive calculated in Section 2 above for calendar year 2030 to Developer no later than March 31, 2031.
6. **No General Obligation.** The Incentive is not a general obligation of the City, is based solely on the calculation set forth in Section 2 above, and is subject to the conditions set forth herein. If the City does not receive sales tax attributable to the location of sales at the Property, the City shall have no obligation to pay any Incentive to Developer.
7. **Additional Conditions Precedent.** If a court of competent jurisdiction or a state or federal agency (including but not limited to the Utah Attorney General, Utah State Auditor, and/or the Utah Tax Commission) determines that the payment of the Incentive would violate federal, state, or local law, the City shall have no further obligation and Developer shall return any Incentive payments received under this Agreement.
8. **No Guarantee of Specific Distribution.** The City cannot guarantee that local option sales taxes will continue to be distributed as set forth in Utah Code Section 59-12-205 as of the Execution Date. Developer assumes the risk that the state of Utah may amend the distribution of sales tax revenue and reduce or eliminate the Incentive calculated in Section 2. Developer further assumes the risk that sales tax may not be remitted to the City for any reason or no reason.
9. **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 Developer: Consolidated Electrical Distributors, Inc.
1920 Westridge Drive
Irving, Texas 75308

10. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto. This Agreement is not assignable by Developer without the advance written consent of the City in the City's sole and absolute discretion.
11. **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 Developer and the City.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.

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

(Signatures follow)

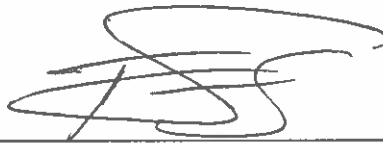
WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

DEVELOPER



By:
Its: PC Manager

State of UT)
County of Salt Lake) :ss

On this 15 day of September, 20 26, personally appeared before me Tim Sorenson [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 PC Manager [title], of Consolidated Electrical Distributors, Inc. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.




Notary Public



Description: Utah Division of Arts and Museums Grant

Fiscal Impact: \$31,700

Funding Source: Utah Division of Arts and Museums

Account #: 37-4142-40480-00000-4002

Budget Opening Required ☒

Issue:

Authorize West Valley City Corporation to accept a grant from the State of Utah, for General Operating Support (GOS) for arts and cultural programming presented by West Valley City's Department of Community Engagement and Culture.

Summary:

The State of Utah has approved West Valley City's application for a Division of Arts & Museums General Operating Support (GOS) Grant in the amount of \$31,700. Authorization of the agreement will provide funds to support arts & cultural programs and activities at the Utah Cultural Celebration Center and at other program sites throughout the city for the grant period of July 1, 2026, to June 30, 2027.

Background:

The State of Utah, Department of Culture & Community Engagement, Division of Arts & Museums, has provided funding for arts & cultural activities with West Valley City consistently over the years through their General Operating Support (GOS) Grant. The amount awarded for this year is \$31,700. which may be used for arts & cultural program expenses including staff salaries, consultant fees, materials & equipment, marketing and more.

Recommendation:

Approval





West Valley City Issue Paper

City Council Review

Department: Community Engagement & Culture
Submitted by: Craig Thomas
Date: September 14, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE
UTAH DIVISION OF ARTS AND MUSEUMS FOR CULTURAL
PROGRAMMING.**

WHEREAS, the City maintains several programs offering a variety of cultural programming; and

WHEREAS, the Utah Division of Arts and Museums (“UDAM”) is willing to award a grant to the City to support said programs, conditioned upon the execution of an appropriate agreement; and

WHEREAS, the City and UDAM have prepared a State of Utah Grant Agreement (the “Agreement”), setting forth the terms upon which said grant shall be awarded; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Contract #

STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Cultural and Community Engagement Agency Code: 710 Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

**West Valley City Corporation,
Community Engagement & Culture Department**
3600 Constitution Blvd
West Valley City, Utah 84119

LEGAL STATUS OF GRANTEE

- ☐ Sole Proprietor
☐ Nonprofit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Susan* Klinker
Phone #(801) 965-5101
Email susan.klinker@wvc-ut.gov
Federal Tax ID# 870362454
Vendor # 65729A Commodity Code #99999

2. GENERAL PURPOSE OF GRANT: This grant is to be used for project activities as outlined in the approved FY26/27 General Operating Support (GOS) Grant.
3. GRANT PERIOD: Effective Date: 07/01/26 Termination Date: 06/30/27 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.
4. GRANT COSTS: GRANTEE will be paid a maximum of \$31,700.00 for costs authorized by this grant.
5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work and Reporting Requirements
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Utah Division of Arts & Museums Certification and Statement of Assurances

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant. IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Grantee's signature

Date

Agency's signature

Date

Type or Print Name and Title

Division of Finance

Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Contract”** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **“Contract Signature Page(s)”** means the cover page(s) that the State and Grantee sign.
 - c. **“Grantee”** means the individual or entity which is the recipient of grant money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **“Grant Money”** means money provided by the State to a Grantee.
 - g. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting, at least annually and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee’s performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee’s use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** All grant applications were reviewed following a conflict of interest policy

that was reviewed by the Utah Arts & Museums Boards. Grant application reviews are also subject to the Department of Utah Public Officers' and Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **INSURANCE:** The State and Grantee represent that they are fully self-insured governmental entities covered by the Utah Division of Risk Management or an equivalent governmental entity within a county or municipal government. Based on this representation, neither party will be required to purchase additional insurance during the term of this Contract.
12. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
13. **PROHIBITED DISCRIMINATORY PRACTICES:** Grantee understands that, under Utah Code 67-27, no portion of this grant may be used to support activities that promote discriminatory practices as defined in [Utah Code 53B-1-118](#).
14. **DISCLOSURE OF OTHER STATE FUNDS:** The Grantee agrees to disclose a comprehensive list of all state funds received, including funds received through direct awards, competitive grants, pass-throughs, partnerships, memorandums of understanding, etc.
15. **LEGISLATIVE APPROPRIATION:** Disbursement of grant funds is subject to legislative appropriation. Appropriations, including grant funds, are subject to legislative action on a year-to-year basis.
16. **RECOUPMENT OF FUNDS:** Per State law (Utah Code 63G-6b-201(4)(e)), Grantee consents to

follow-up audits and acknowledges that grant funds are subject to clawback if an audit shows that the grant funds were inappropriately used. If state audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such. See Utah Code 63G-6b-201(4)(e) & (5).

17. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
18. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
 - a. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
19. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
20. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
21. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.
 - a. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.
 - b. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
22. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes

that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

23. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
25. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
26. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

**STATE OF UTAH
Attachment B**

Organization: West Valley City

Attachment B: Scope of Work and Reporting Requirements

This grant is to be used for expenses as outlined in the **FY26/27 General Operating Support (GOS) Grant** application. The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. As a public entity, it reserves the right to make final decisions on the use of public funds for projects, programs, acquisitions, commissions, or other activities deemed appropriate by the Division and/or Board. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

As per state law, all grants from the state of Utah must provide reporting of performance metrics.

Unless otherwise notified in writing, a final report must be submitted by **August 1, 2027**, and all grant funds must be spent by **June 30, 2027**. Reports will be submitted through the Community Grants Portal.

**STATE OF UTAH
Attachment C**

Attachment C: Payment Schedule (July 1, 2026 – June 30, 2027)

Pending availability of state funds, **West Valley City** will receive **\$31,700.00** as follows:

All grants will be paid in two payments unless the intent language provides a different disbursement schedule, as outlined in UCA 63G-6b-301(2).

First Payment (after August 15, 2026)

Payment of **\$28,530.00** will be paid upon receipt of finalized contract from the Utah State Division of Finance.

Second Payment (October 1, 2026 – June 1, 2027)

Payment of **\$3,170.00** will be paid upon approval of an expense reimbursement request. The request must include a list of itemized expenses, an update on performance metrics, and confirmation that all grant funds have been expended.

PAYMENT: The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee. Funding amount is subject to change based upon actions of the Utah State Legislature.

**STATE OF UTAH
(Government Version)
ATTACHMENT D**

**UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES**

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. The Division and its governing board reserve sole discretion to award funds for projects, programs, acquisitions, commissions, or other activities. The Division's award of funds to a recipient for a project does not guarantee funding for that recipient for any future project. Funding levels are contingent on many factors, including available resources and number of applications. The Division reserves the right to revoke or recapture all or part of a recipient's awarded funds as deemed necessary in the Division's sole discretion and as permitted by applicable law. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

The grantee certifies, represents and warrants to the Utah Division of Arts & Museums (hereinafter referred to as Utah Arts & Museums) that it meets all eligibility requirements set forth by Utah Arts & Museums, including:

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the grantee, and the undersigned has authority to execute this application on behalf of the Grantee.
2. The grantee accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described programs, in accordance with the State of Utah Terms and Conditions; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the grantee objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be used to pay for anything that is specified against in the grant guidelines or transferred without prior written approval of Utah Arts & Museums.
4. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The Grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the Grantee's files for a period of six years after completion of the project and submission of the final expenditure report.
5. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the gift as follows:
 - a. Grantees must use the Utah Arts & Museums logo. Up to date electronic versions of the logos can be found on the website, artsandmuseums.utah.gov/logos/. Please note that our current UAM logo has changed from red to purple.
 - b. It is recommended, but not required to send copies of programs or other printed material acknowledging Utah Arts and Museums to the grants manager at 3760 South Highland Drive, Millcreek, Utah 84106 or uamgrants@utah.gov.
 - c. It is acceptable to provide tickets to any non-fundraising event (that has a monetary value of \$50 or less) without charge and within reason to UA&M staff or board members in order for UA&M

associates to review and evaluate grantee's organization and programs. Grantees may request site visits by UA&M staff during the year.

6. All grantees will promote their events on www.nowplayingutah.com (NPU). This arts and cultural calendar was created to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. Grantees shall post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.
7. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.
8. The Grant Period will be effective **July 1, 2026 to June 30, 2027**. These dates will be considered the formal payment schedule.
9. The Grantee hereby assures and certifies that it will report on the expenditure of public funds by completing a Utah Arts & Museums Final Report, which Utah Arts & Museums shall provide to Grantee.
10. In agreement with federal regulations, the signed contract is an attestation that no member of the organization's leadership, board or key financial employees have been debarred or suspended prior to the award payment of federal funds. Debarred and suspended means that due to actions of a person or organization, that person or organization has been determined to be ineligible to receive federal funds for a determined amount of time. The suspension and debarment process protects the federal government from fraud, waste and abuse by using a number of tools to avoid doing business with non-responsible contractors.

Signature:

Grantee's signature

Date of Application: **8/28/2026 4:57:45 PM** (Last Modified Date)
Application #: **APP-025994** (Letter of Agreement)

*Description:*

Memorandum of Understanding with the Utah Attorney General's Office

*Fiscal Impact:**Funding Source:**Account #:***Budget Opening Required:**☐**Issue:**

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

Summary:

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

Background:

The Utah Attorney General's Office desires to partner with The West Valley City Police Department to investigate retail crime, cargo, theft, porch piracy, pawn shops, gambling and catalytic converter/scrap metal thefts. To assist in overtime, training, and outreach programs, The Utah Attorney General's Office will award The Police Department \$12,000 for the time period of July 1, 2026 to June 30, 2027.

Recommendation:

The West Valley City Police Department recommends approval.

Department: Police
Submitted By: Colleen Jacobs, Chief of Police
Date Submitted: 08/26/2026



Diversity - Community - Prosperity - Attractiveness - Reputation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE UTAH ATTORNEY GENERAL'S OFFICE TO PARTICIPATE IN THE CRIMES AGAINST STATE ECONOMY TASK FORCE FOR FISCAL YEAR 2026-27.

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

2026

Memorandum of Understanding



West Valley City Police Department



C.A.S.E. STRIKE FORCE PROGRAM

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

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

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

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

MEMORANDUM OF UNDERSTANDING

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

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

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

MISSION STATEMENT

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

AFFILIATE REQUIREMENTS

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

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

AFFILIATE REIMBURSEMENT AWARD

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

The Utah Attorney General's Office C.A.S.E. Strike Force has awarded the **Affiliate Agency** \$12,000 for the performance and contract period July 1st 2026 to June 30th 2027.

SUPERVISION

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

LIABILITY

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

REPORTING STATISTICS

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

TRAINING

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

CONFIDENTIALITY

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

EFFECTIVE DATE

The terms of this agreement shall be effective on **July 1st of 2026** and continue until **June 30th of 2027** or the agreement is cancelled by either party upon written notice delivered to both agency directors.

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

Mayor
West Valley City

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

Approved as to form 9/15/2026
Brandon Hill



Description: Franchise Agreement with Uintah Basin Electronic Telecommunications, L.L.C.

Fiscal Impact: n/a

Funding Source: n/a

Account #: n/a

Budget Opening Required: No

Issue:

Franchise Agreement with Uintah Basin Electronic Telecommunications, L.L.C. d/b/a Strata Networks (“Strata”).

Summary:

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

Background:

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

Recommendation:

Approve the resolution.

Department: Legal/Public Works
Submitted by: Staff
Date: September 15, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A FRANCHISE AGREEMENT BETWEEN UINTAH BASIN ELECTRONIC COMMUNICATIONS, L.L.C. DBA STRATA NETWORKS AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY.

WHEREAS, Uintah Basin Electronic Communications, L.L.C. d/b/a Strata Networks (“Strata”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

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

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks (hereinafter "Provider"), a limited liability company organized under the laws of the State of Utah with its principal offices at 211 East 200 North Roosevelt, Utah 84066, (hereinafter "Party" individually and "Parties" collectively).

W I T N E S S E T H :

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

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

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

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

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

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

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

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

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

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

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

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

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

ARTICLE 2. FRANCHISE FEE

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

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

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

ARTICLE 3. TERM AND RENEWAL

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

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

ARTICLE 4. PUBLIC USE RIGHTS

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

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

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

ARTICLE 5. POLICE POWERS

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

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY

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

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

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

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

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

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

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

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

ARTICLE 8. PARTIES DESIGNEES

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

8.2 **Provider Designee and Address.** The Provider's Vice President of Administration or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices located at 211 East 200 North - Roosevelt, Utah 84066, and such other office as the Provider may designate by written notice to the City.

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

ARTICLE 9. INSURANCE AND INDEMNIFICATION

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

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

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

ARTICLE 10. GENERAL PROVISIONS.

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

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

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

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

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

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

SIGNED and ENTERED INTO this ____ day of _____, 20__.

“City”

West Valley City

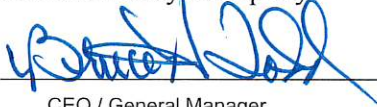
Mayor

ATTEST:

City Recorder

“Provider”

Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks
a Limited Liability Company

By: 
Its: CEO / General Manager

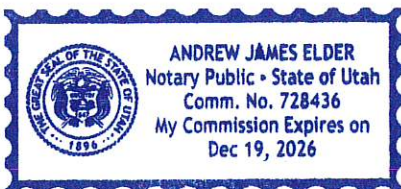
State of Utah)

:SS

County of Duchesne)

On this 10 day of August, 2026, personally appeared before me
Bruce Todd

[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 CEO / General Manager [title], of Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks [name of LLC], a limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.




Notary Public



Description: *Authorization of and Real Estate Purchase Contract and acceptance of two Warranty Deeds and two Temporary Construction Easements*

Fiscal Impact: *\$11,700.00 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 Contract and acceptance of two Warranty Deeds and two Temporary Construction Easements.

Summary:

The Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, and the Survivor's Trust under the RICHARD B. {"GUS"} CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, have signed a Real Estate Purchase Contract along with two Warranty Deeds and two Temporary Construction Easement in favor of West Valley City for property located at 4098 S. Redwood Road (15-34-377-016).

Background:

The Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST and the Survivor's Trust under the RICHARD B. {"GUS"} CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST property located at 4098 S. Redwood 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, 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 Warranty Deed and Temporary Construction Easement is \$11,700.00 plus closing costs. The city portion of the matching funds on the project (\$792.09) will be paid to UDOT. Compensation for the purchase of the Warranty Deed and Temporary Construction Easement was negotiated based upon the administrative compensation estimate prepared by the DH Group, LLC.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Contract and accept two Warranty Deeds and two Temporary Construction Easements. 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: 09/03/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
REAL ESTATE PURCHASE CONTRACT AND ACCEPT TWO
TEMPORARY CONSTRUCTION EASEMENTS AND TWO
WARRANTY DEEDS FOR PROPERTY LOCATED AT 4098 SOUTH
REDWOOD ROAD.**

WHEREAS, the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999 (herein and collectively “Owner”) have entered into a Real Estate Purchase Contract for property located at 4098 South Redwood Road that is affected by the 3900 South Project (herein “Project”); and

WHEREAS, Owner has also signed two Temporary Construction Easements and two Warranty Deeds (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 Contract” 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): 100:C, 100:E

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: 15-34-377-016

Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

Owner's Address: 5 Champerty Road, OROVILLE, WA 98844

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999 ("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 100:C, 100:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$11,700 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.

Initial DS



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

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: 15-34-377-016

Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

Owner's Address: 5 Champerty Road, OROVILLE, WA 98844

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

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 Grantor(s) acknowledge receiving payment for the following improvements acquired: 1 misc. shrub for \$1,000 and 160 sq ft xeriscape in the amount of \$1,200 for a total of \$2,200, which is included in the purchase price.

11.2 Grantors acknowledge receiving an Administrative Settlement in the amount of \$3,500, 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.

Initial DS



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

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: 15-34-377-016

Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

Owner's Address: 5 Champerty Road, OROVILLE, WA 98844

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

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):

DocuSigned by:

Joni Ward

8/20/2026

50% Decedent's Trust under the Christensen Living Trust
- OWNER(s)

Date

Date

Signed by:

Mark A. Christensen

8/21/2026

50% Survivor's Trust under Christensen Living Trust -
OWNER(s)

Date

Date

WEST VALLEY CITY

Karen Lang, Mayor

Date

Initial DS
Mark A. Christensen



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge

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Exhibit A (Attach conveyance documents)

Initial DS

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

Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS to the 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 parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 parcel of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this ____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS 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 parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 tract of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

Mark A. Christensen, Trustee

Joni Ward, Trustee

On this _____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a temporary easement, upon part of an entire tract of land situate in the SE1/4 SW1/4 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 intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E

84.55 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.39; thence N.89°45'28"E. 18.25 feet to said easterly boundary line at a point 84.59 feet perpendicularly distant northerly from said control line opposite Engineers station 22+11.65; thence S.00°01'15"E. 11.75 feet along said easterly boundary line 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 214 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this ____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

(TRUSTEE)

Salt Lake County

Tax ID. No. 15-34-377-016

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:100:E2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a temporary easement, upon part of an entire tract of land situate in the SE1/4 SW1/4 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 intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E2

84.55 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.39; thence N.89°45'28"E. 18.25 feet to said easterly boundary line at a point 84.59 feet perpendicularly distant northerly from said control line opposite Engineers station 22+11.65; thence S.00°01'15"E. 11.75 feet along said easterly boundary line 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 214 square feet or 0.005 acre, more or less.

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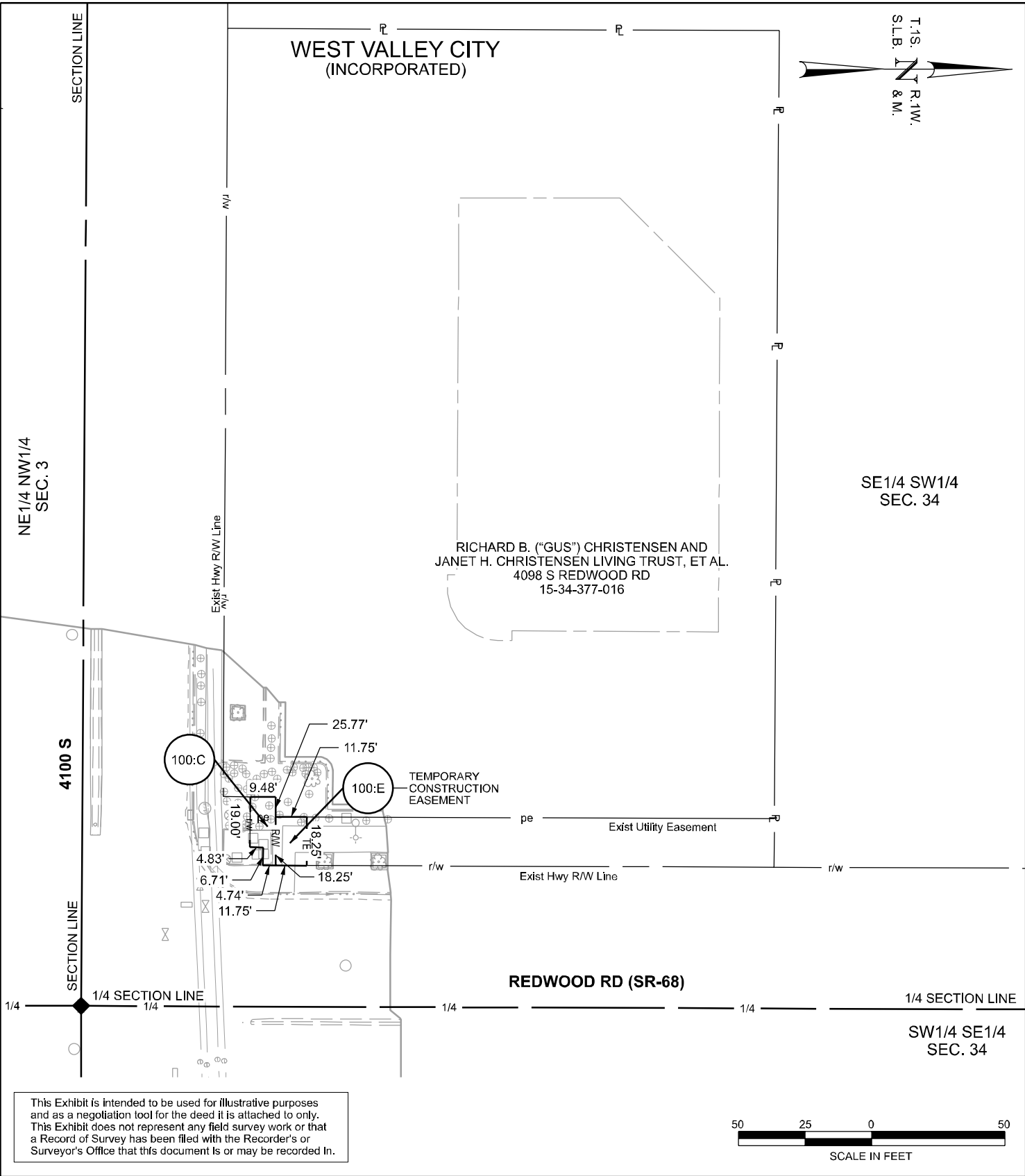
STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this _____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Notary Public

DGN File: p:\w\udorcpw.bentley.com\udorcpw-01\Documents\UDOT Projects\Region 2 Projects\22082_F-2172(9)8_02P_100_Exhibit.dgn



PARCEL NO.		OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
100:C	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.		0.005	213	NONE	1.485	1.480	NONE
100:E	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.		0.005	214	NONE	TEMPORARY		

EXHIBIT NO.100-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.				
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4098 S REDWOOD RD				
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 1450 East 1500 S REGION 2 - KIMLEY-HORN				
PROJECT NUMBER	F-2172(9)8		PIN					



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

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: 15-34-377-016

Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

Owner's Address: 5 Champerty Road, OROVILLE, WA 98844

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999 ("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 100:C, 100:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$11,700 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.

Initial DS



City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge

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Initial DS



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

Pin No: 22082 Job/Proj No: 56583 Project Location: 3900 South; Redwood Rd to Jordan River Bridge

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Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

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Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

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):

DocuSigned by:

JONI WARD

8/20/2026

50% Decedent's Trust under the Christensen Living Trust

Date

Date

- OWNER(s)

Signed by:

Mark A. Christensen

8/21/2026

50% Survivor's Trust under Christensen Living Trust -

Date

Date

OWNER(s)

WEST VALLEY CITY

Karen Lang, Mayor

Date

Initial DS
Mark A. Christensen



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 100:C, 100:E

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: 15-34-377-016

Property Address: 4098 South Redwood Road, WEST VALLEY CITY, UT 84119

Owner's Address: 5 Champerty Road, OROVILLE, WA 98844

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Mark A. Christensen & Joni Ward successor trustees of both the Richard B. & Janet H. Christensen Living Trust dated 6/10/1999 and the Janet H. Christensen Living Trust dated 6/10/1999

Exhibit A (Attach conveyance documents)

Initial DS

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

Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS to the 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 parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 parcel of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this ____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Notary Public

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Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

COPY TO:
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Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS 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 parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 tract of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)

Mark A. Christensen, Trustee

Joni Ward, Trustee

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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
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a temporary easement, upon part of an entire tract of land situate in the SE1/4 SW1/4 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 intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E

84.55 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.39; thence N.89°45'28"E. 18.25 feet to said easterly boundary line at a point 84.59 feet perpendicularly distant northerly from said control line opposite Engineers station 22+11.65; thence S.00°01'15"E. 11.75 feet along said easterly boundary line 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 214 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this ____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

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

(TRUSTEE)

Salt Lake County

Tax ID. No. 15-34-377-016

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:100:E2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

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Beginning at the intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E2

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The above described easement contains 214 square feet or 0.005 acre, more or less.

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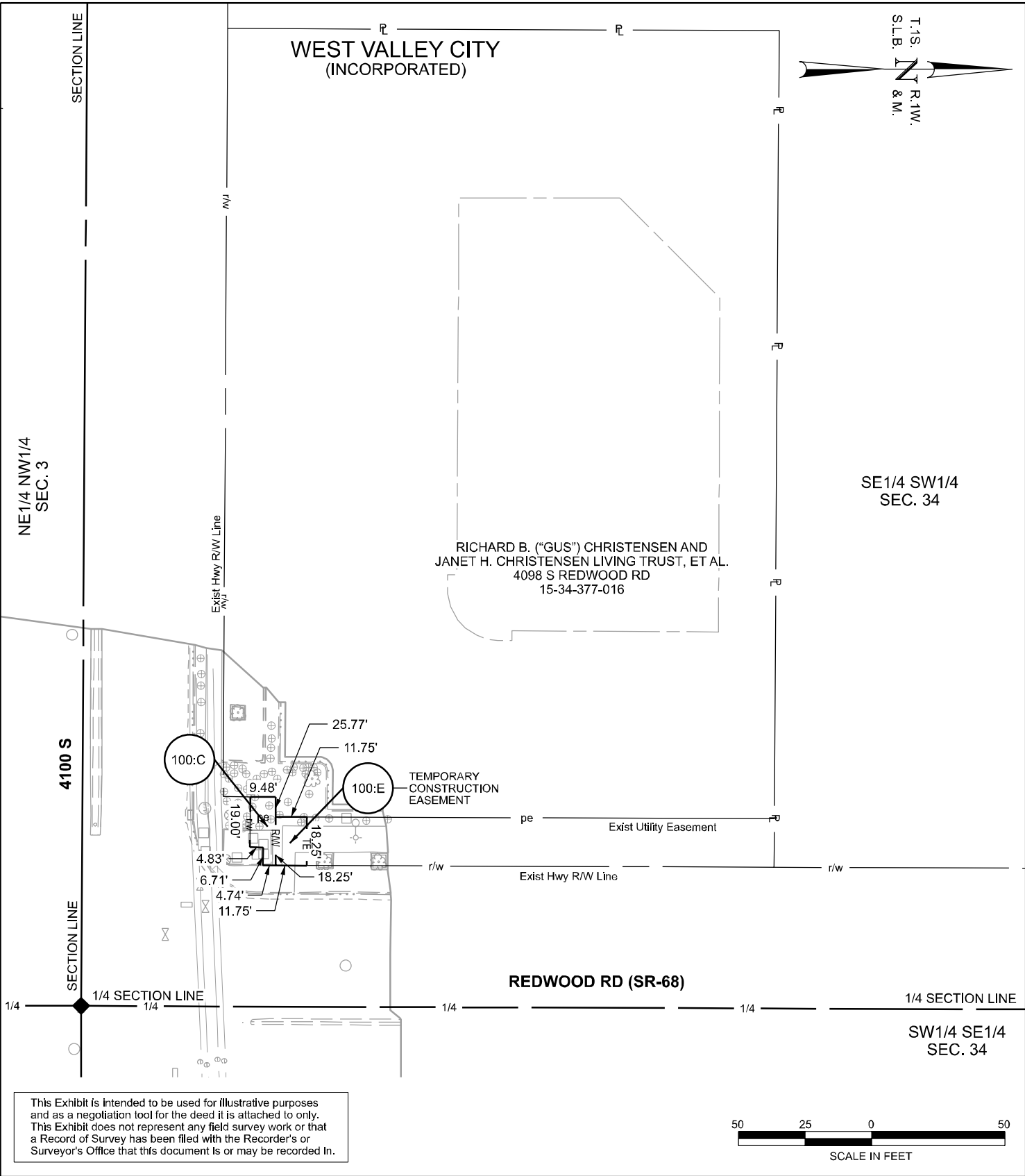
STATE OF)
) ss. Mark A. Christensen, Trustee
COUNTY OF)

Joni Ward, Trustee

On this _____ day of _____, in the year 20____, before me personally appeared _____, who by me being duly sworn/affirmed, that he/she are the _____, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Notary Public

DGN File: p:\w\j\udorcpw.bentley.com\udorcpw-01\Documents\UDOT Projects\Region 2 Projects\22082_F-2172(9)8_02P_100_Exhibit.dgn



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
100:C	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.		0.005	213	NONE	1.485	1.480	NONE
100:E	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.		0.005	214	NONE	TEMPORARY		
EXHIBIT NO.100-EXHIBIT			PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.			
PROJECT	3900 SOUTH; REDWOOD RD		PROPERTY ADDRESS: 4098 S REDWOOD RD					
	TO JORDAN RIVER BRIDGE		UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN					
PROJECT NUMBER	F-2172(9)8	PIN						

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

Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS to the 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 parcel of land in Salt Lake County, State of Utah, to-wit:

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Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
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opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 parcel of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Mark A. Christensen, Trustee

Joni Ward

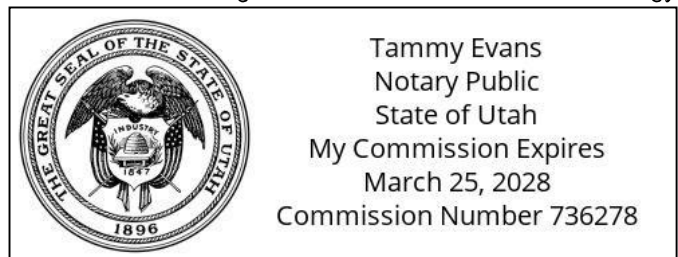
Joni Ward, Trustee

On this 21 day of August, in the year 2026, before me personally appeared Joni Ward, who by me being duly sworn/affirmed, that he/she are the Trustee, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Tammy Evans

Notary Public

Notarized online using audio-video communication technology



PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C

opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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.

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STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Mark A. Christensen, Trustee

Joni Ward, Trustee

On this 21 day of August, in the year 2026, before me personally appeared Mark Allen Christensen, who by me being duly sworn/affirmed, that he/she are the Trustee, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Notarized online using audio-video communication technology

Notary Public



Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278

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 MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest (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 MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, (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

WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.L.B. 1
& M.
R.1W.

SE1/4 SW1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST, ET AL.
4098 S REDWOOD RD
15-34-377-016

TEMPORARY
CONSTRUCTION
EASEMENT

Exist Utility Easement

Exist Hwy R/W Line

REDWOOD RD (SR-68)

SW1/4 SE1/4
SEC. 34

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
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PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4098 S REDWOOD RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

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COPY TO:
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Warranty Deed
(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, hereby CONVEYS AND WARRANTS 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 parcel of land in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a parcel of land in fee, being part of an entire tract of property situate in the SE1/4 SW1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the widening of the existing Meadowbrook Expressway, known as Project No. F-2172(9)8. The boundaries of said parcel of land are described as follows:

Beginning at a southeasterly corner of said entire tract which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 67.91 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 and running thence along the southerly boundary line of said entire tract and the existing northerly right of way line of 4100 South Street the following three (3) courses and distances: (1) S.89°52'23"W. 6.71 feet; (2) thence S.00°40'35"W. 4.83 feet; (3) thence S.89°59'59"W. 19.00 feet at a point 63.30 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 21+85.85; thence N.00°00'01"W. 9.48 feet to a point 72.78 feet perpendicularly distant

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:C2

northerly from said control line opposite Engineers Station 21+85.86; thence N.89°45'28"E. 25.77 feet to the easterly boundary line of said entire tract and the existing westerly highway right of way line of Redwood Road at a point 72.84 feet perpendicularly distant northerly from said control line opposite Engineers Station 22+11.63; thence along said easterly boundary line S.00°01'15"E. 4.74 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 tract of land contains 213 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Mark A. Christensen, Trustee

Joni Ward

Joni Ward, Trustee

On this 21 day of August, in the year 2026, before me personally appeared Joni Ward, who by me being duly sworn/affirmed, that he/she are the Trustee, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Tammy Evans

Notary Public

Notarized online using audio-video communication technology



Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

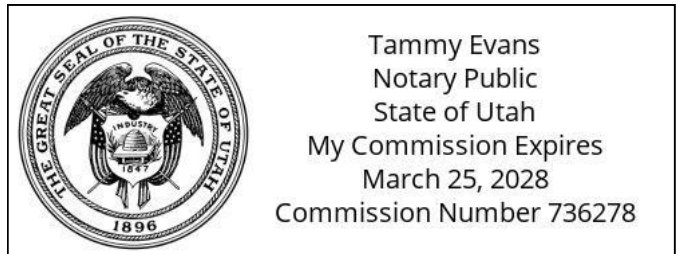
And Out

Joni Ward, Trustee

Notarized online using audio-video communication technology



Notary Public



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 MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest (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 MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, (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

WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.1B. 1
& M.
R.1W.

SE1/4 SW1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST, ET AL.
4098 S REDWOOD RD
15-34-377-016

100:C
100:E
TEMPORARY
CONSTRUCTION
EASEMENT

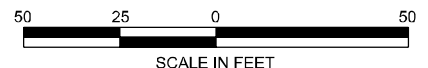
Exist Utility Easement

Exist Hwy R/W Line

REDWOOD RD (SR-68)

SW1/4 SE1/4
SEC. 34

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PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
100:C	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.	0.005	213	NONE	1.485	1.480	NONE
100:E	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.	0.005	214	NONE	TEMPORARY		

EXHIBIT NO.100-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4098 S REDWOOD RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

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

Temporary Easement

(TRUSTEE)
Salt Lake County

Tax ID. No. 15-34-377-016

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:100:E

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a temporary easement, upon part of an entire tract of land situate in the SE1/4 SW1/4 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 intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E

84.55 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.39; thence N.89°45'28"E. 18.25 feet to said easterly boundary line at a point 84.59 feet perpendicularly distant northerly from said control line opposite Engineers station 22+11.65; thence S.00°01'15"E. 11.75 feet along said easterly boundary line 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 214 square feet or 0.005 acre, more or less.

(Note: Rotate above bearings 00°14'32" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Mark A. Christensen, Trustee

Joni Ward

Joni Ward, Trustee

On this 21 day of August, in the year 2026, before me personally appeared Joni Ward, who by me being duly sworn/affirmed, that he/she are the Trustee, and that said document was signed by him/her on behalf of MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Decedent's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

Tammy Evans

Notary Public

Notarized online using audio-video communication technology



Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278

The above described easement contains 214 square feet or 0.005 acre, more or less.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)


Mark A. Christensen, Trustee

Joni Ward, Trustee

Notarized online using audio-video communication technology



Notary Public



Tammy Evans
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State of Utah
My Commission Expires
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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(TRUSTEE)

Salt Lake County

Tax ID. No. 15-34-377-016

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:100:E2

MARK A. CHRISTENSEN and JONI WARD, as Trustees of the Survivor's Trust under the RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, dated June 10, 1999, as to an undivided 50% interest, Grantor, at 5 Champerty Road, Oroville, Washington 98844, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

An undivided 50% interest in a temporary easement, upon part of an entire tract of land situate in the SE1/4 SW1/4 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 intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

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Joni Ward, Trustee

Tammy Evans
Notary Public
State of Utah
My Commission Expires
March 25, 2028
Commission Number 736278

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:100:E2

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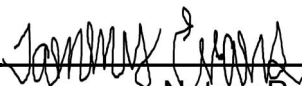
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STATE OF Utah)
) ss.
COUNTY OF Salt Lake)


Mark A. Christensen, Trustee

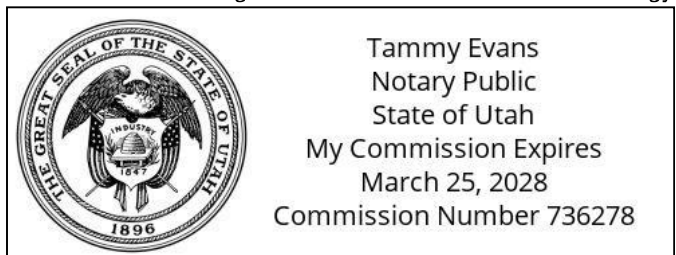
Joni Ward, Trustee

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Notary Public

Notarized online using audio-video communication technology



WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.1B. 1
& M.
R.1W.

SE1/4 SW1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST, ET AL.
4098 S REDWOOD RD
15-34-377-016

TEMPORARY
CONSTRUCTION
EASEMENT

Exist Utility Easement

Exist Hwy R/W Line

REDWOOD RD (SR-68)

SW1/4 SE1/4
SEC. 34

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EXHIBIT NO.100-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST, ET AL.	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4098 S REDWOOD RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

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

Temporary Easement

(TRUSTEE)

Salt Lake County

Tax ID. No. 15-34-377-016

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:100:E2

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Beginning at the intersection of the northerly right of way line of said Project and the easterly boundary line of said entire tract, which point is 53.00 feet N.89°53'39"W. along the Quarter section line and 72.65 feet N.00°01'15"W. from the South Quarter Corner of said Section 34 at a point 72.84 feet perpendicularly distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 22+11.63 and running thence S.89°45'28"W. 18.25 feet at a point 72.80 feet perpendicularly distant northerly from said control line opposite Engineers station 21+93.38; thence N.00°02'19"W. 11.75 feet to a point

Continued on Page 2
TRUSTEE RW-01T (11-01-03)

PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:100:E2

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The above described easement contains 214 square feet or 0.005 acre, more or less.

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STATE OF Utah)
) ss.
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 Mark A. Christensen, Trustee

Joni Ward

 Joni Ward, Trustee

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Tammy Evans
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PIN No. 22082
 Project No. F-2172(9)8
 Parcel No. 2172:100:E2

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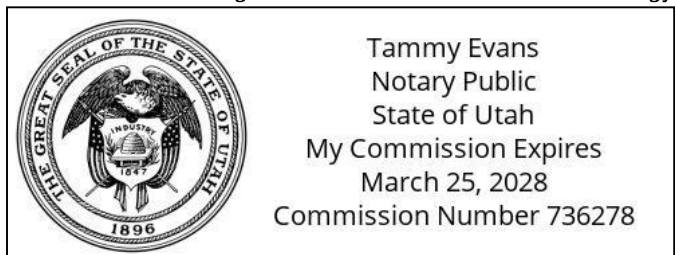

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 Joni Ward, Trustee

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WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.1B. 1
& M.
R.1W.

SE1/4 SW1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST, ET AL.
4098 S REDWOOD RD
15-34-377-016

TEMPORARY
CONSTRUCTION
EASEMENT

Exist Utility Easement

Exist Hwy R/W Line

REDWOOD RD (SR-68)

SW1/4 SE1/4
SEC. 34

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	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.L.B.
& M.
R.1W.



SE1/4 SW1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST
4098 S REDWOOD RD
15-34-377-016

4100 S

SECTION LINE

1/4 SECTION LINE

1/4

1/4

1/4 SECTION LINE

REDWOOD RD (SR-68)

SW1/4 SE1/4
SEC. 34

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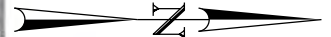


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PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4098 S REDWOOD RD	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 152 1st St S, Salt Lake City, UT 84143 REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

WEST VALLEY CITY
(INCORPORATED)

T.1S.
S.L.B.
& M.
R.1W.



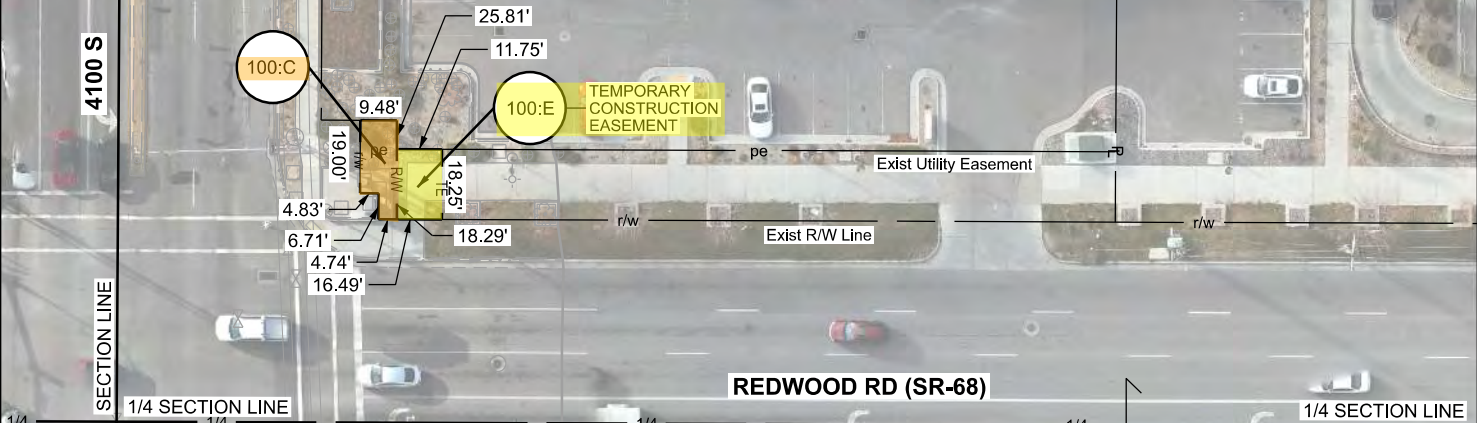
DGN File: pwc:\udot-pw-bentley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 02P 100 Exhibit.dgn

NE 1/4 NW 1/4
SEC. 3

SE 1/4 SW 1/4
SEC. 34

RICHARD B. ("GUS") CHRISTENSEN AND
JANET H. CHRISTENSEN LIVING TRUST
4098 S REDWOOD RD
15-34-377-016

100:C
100:E
TEMPORARY
CONSTRUCTION
EASEMENT



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
100:C	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST		0.005	213	NONE	1.485	1.480	NONE
100:E	RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST		0.005	214	NONE	1.485	1.480	NONE
EXHIBIT NO.100-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: RICHARD B. ("GUS") CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST				
PROJECT	3900 SOUTH; REDWOOD RD		PROPERTY ADDRESS: 4098 S REDWOOD RD					
	TO JORDAN RIVER BRIDGE		UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN					
PROJECT NUMBER	F-2172(9)8	PIN						



Description: Authorization of an Real Estate Purchase Contract and acceptance of a Temporary Construction Easement

Fiscal Impact: \$4,700.00 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 Contract and acceptance of a Temporary Construction Easement.

Summary:

Golden Valley, LLC, a Utah limited liability company has signed a Real Estate Purchase Contract along with a Temporary Construction Easement in favor of West Valley City for property located at 4083 S. Redwood Road (15-34-452-008).

Background:

The Golden Valley, LLC, a Utah limited liability company property located at 4083 S. Redwood 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 Temporary Construction Easement is \$4,700.00 plus closing costs. The city portion of the matching funds on the project (\$318.19) will be paid to UDOT. Compensation for the purchase of the Warranty Deed and Temporary Construction Easement based upon the appraisal report prepared by Integra Realty Resources.

Recommendation:

Authorize the mayor to execute the Real Estate Purchase Contract and accept a 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: 09/01/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE CONTRACT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM
GOLDEN VALLEY, LLC FOR PROPERTY LOCATED AT 4083
SOUTH REDWOOD ROAD.**

WHEREAS, Golden Valley, LLC (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 4083 South Redwood Road that is affected by the 3900 South 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 “Real Estate Purchase Contract” 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
Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 104:E

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: 15-34-452-008
Property Address: 4083 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3700 Trillium Drive, Plano, TX 75093
Primary Phone: 214-280-6151 Owner's Home Phone: Owner's Work Phone: 214-280-6151
Owner / Grantor (s): Golden Valley, LLC, a Utah limited liability company

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Golden Valley, LLC, a Utah limited liability company ("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 104:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$4,700 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.

SH
Grantor's Initials



WEST VALLEY CITY

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 104:E

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: 15-34-452-008
Property Address: 4083 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3700 Trillium Drive, Plano, TX 75093
Primary Phone: 214-280-6151 Owner's Home Phone: Owner's Work Phone: 214-280-6151
Owner / Grantor (s): Golden Valley, LLC, a Utah limited liability company

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):

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$4,700.00 includes the approved just compensation of \$4,400.00 plus \$300.00 incentive payment.

SH
Grantor's Initials



WEST VALLEY CITY

Utah

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 104:E

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: 15-34-452-008
Property Address: 4083 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3700 Trillium Drive, Plano, TX 75093
Primary Phone: 214-280-6151 Owner's Home Phone: Owner's Work Phone: 214-280-6151
Owner / Grantor (s): Golden Valley, LLC, a Utah limited liability company

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

CONSULTANT DISCLOSURE. Owner acknowledges that Judy Larsen, through The Right of Way Group, LLC, 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):

SCOTT HO

100% Print Name:

Golden Valley, LLC

Date

08/14/2026

WEST VALLEY CITY

Karen Lang, Mayor

Date



City of Taylorsville or West Valley City
REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 104:E

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: 15-34-452-008
Property Address: 4083 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: 3700 Trillium Drive, Plano, TX 75093
Primary Phone: 214-280-6151 Owner's Home Phone: Owner's Work Phone: 214-280-6151
Owner / Grantor (s): Golden Valley, LLC, a Utah limited liability company

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

Temporary Easement

(LIMITED LIABILITY COMPANY)
Salt Lake County

Tax ID No. 15-34-452-008

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:104:E

GOLDEN VALLEY, LLC, a Utah limited liability company, Grantor, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of land situate in the SW1/4 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 a point in the southerly boundary line of said entire tract 103.50 feet N.00°01'15"W. along the quarter section line and 342.22 feet East from the South Quarter Corner of said Section 34 at a point 80.82 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 26+20.53; and running thence N.13°45'11"W. 17.50 feet to a point 98.26 feet radially distant northerly from said control line opposite Engineers station 26+19.00; thence N.76°14'49"E. 15.05 feet to an easterly boundary line of said entire tract at a point 99.46 feet radially distant northerly from said control line opposite Engineers station 26+34.80; thence along said easterly boundary line S.13°45'11"E. 17.50 feet to said southerly boundary line at a point 82.01 feet radially distant northerly from said control line opposite Engineers station 26+36.19; thence along said southerly boundary line S.76°14'49"W. 15.05 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.

Continued on Page 2

The above described easement contains 263 square feet or 0.006 acre, more or less.

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

STATE OF	)	<u>GOLDEN VALLEY, LLC</u>
	) ss.	
COUNTY OF	)	
		<u>Signature</u>
		<u>Print Name and Title</u>

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the GOLDEN VALLEY, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of GOLDEN VALLEY, LLC, a Utah limited liability company by Authority of its _____.

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
(LIMITED LIABILITY COMPANY)
Salt Lake County

Tax ID No. 15-34-452-008
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:104:E

GOLDEN VALLEY, LLC, a Utah limited liability company, Grantor, 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 consideration, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of land situate in the SW1/4 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 a point in the southerly boundary line of said entire tract 103.50 feet N.00°01'15"W. along the quarter section line and 342.22 feet East from the South Quarter Corner of said Section 34 at a point 80.82 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 26+20.53; and running thence N.13°45'11"W. 17.50 feet to a point 98.26 feet radially distant northerly from said control line opposite Engineers station 26+19.00; thence N.76°14'49"E. 15.05 feet to an easterly boundary line of said entire tract at a point 99.46 feet radially distant northerly from said control line opposite Engineers station 26+34.80; thence along said easterly boundary line S.13°45'11"E. 17.50 feet to said southerly boundary line at a point 82.01 feet radially distant northerly from said control line opposite Engineers station 26+36.19; thence along said southerly boundary line S.76°14'49"W. 15.05 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.

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

The above described easement contains 263 square feet or 0.006 acre, more or less.

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

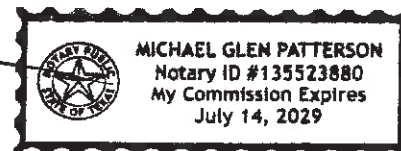
STATE OF Texas)
COUNTY OF Dallas) ss.

GOLDEN VALLEY, LLC
[Signature]
Signature

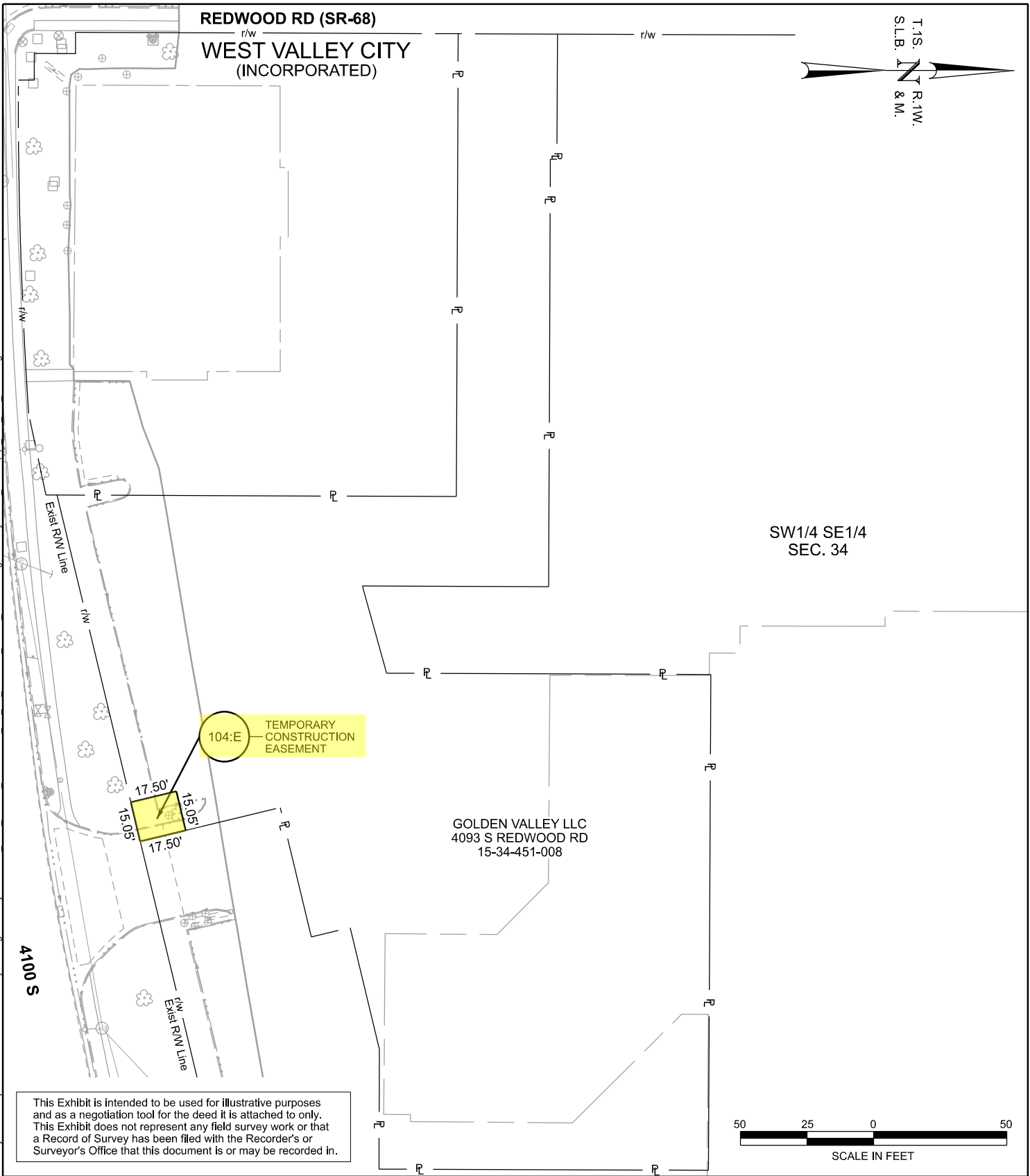
SCOTT HO / Manager
Print Name and Title

On this 14th day of Aug, 2026 in the year 2026, before me personally appeared SCOTT HO, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the GOLDEN VALLEY, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of GOLDEN VALLEY, LLC, a Utah limited liability company by Authority of its [Signature].

[Signature]
Notary Public



DGN File: p:\u\dot-pw\entlley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 02P 104 Exhibit.dgn



PARCEL NO.		OWNER		NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
104:E		GOLDEN VALLEY LLC		0.006	263	NONE	1.055	TEMPORARY	
EXHIBIT NO.104-EXHIBIT		PARTIAL SUMMARY NO. 02P		PROPERTY OWNER:		GOLDEN VALLEY LLC			
PROJECT	3900 SOUTH; REDWOOD RD		PROPERTY ADDRESS:		4093 S REDWOOD RD				
	TO JORDAN RIVER BRIDGE		UTAH DEPARTMENT OF TRANSPORTATION 104-110-112 REGION 2 - KIMLEY-HORN						
PROJECT NUMBER	F-2172(9)8	PIN							

DGN File: p:\u\dot-pw-bentley.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 02P 104 Exhibit.dgn

10-APR-2026



PARCEL NO.		OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
104:E		GOLDEN VALLEY LLC	0.006	263	NONE	1.055	TEMPORARY	
EXHIBIT NO.104-EXHIBIT			PARTIAL SUMMARY NO. 02P		PROPERTY OWNER: GOLDEN VALLEY LLC			
PROJECT	3900 SOUTH; REDWOOD RD		PROPERTY ADDRESS: 4093 S REDWOOD RD					
	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 a Real Estate Purchase Contract and acceptance of a Perpetual Easement and a Temporary Construction Easement*

Fiscal Impact: *\$13,310.00 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 Contract and acceptance of a Perpetual Easement and a Temporary Construction Easement.

Summary:

Marco Antonio Romo 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 1465 West 4020 South (15-34-481-004).

Background:

The Marco Antonio Romo 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 \$13,310.00 plus closing costs. The city portion of the matching funds on the project (\$901.09) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement was negotiated 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: 08/31/2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
REAL ESTATE PURCHASE CONTRACT AND ACCEPT A
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
EASEMENT WITH AND FROM MARCO ANTONIO ROMO FOR
PROPERTY LOCATED AT 1465 WEST 4020 SOUTH.**

WHEREAS, Marco Antonio Romo (herein “Owner”) has entered into a Real Estate Purchase Contract for property located at 1465 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 Contract” 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): 110:2E, 110: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: 15-34-481-004-0000
 Property Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
 Owner's Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
 Primary Phone: Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor (s): Marco Antonio Romo, A Married Man

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Marco Antonio Romo, A Married Man ("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 110:2E, 110:CE, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$13,310 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): 110:2E, 110: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: 15-34-481-004-0000
 Property Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
 Owner's Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
 Primary Phone: Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor (s): Marco Antonio Romo, A Married Man

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):

Grantor qualified for an incentive payment by signing the contract within 30 days of the offer. Total of \$13,310 includes the approved just compensation of \$13,010 plus \$300 incentive payment.

It is further noted that the property owner has also been paid \$3,800 in cost to cure items for: Temporary Sprinklers, Relocate large landscape rocks and to relocate surface-mounted electrical items. These items shall be the sole responsibility of the property owner.

The project will not replace the concrete of the existing pickleball court. The project will sawcut and remove sections of said pickleball court up to (not to exceed) 5 feet north of the perpetual easement. The property owner will replace or restore the pickleball court and absolve WVC of any liability for replacement or restoration. The owner has been paid for this as a cost to cure, as per bid included in this file, in the amount of \$6,510.



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 110:2E, 110: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: 15-34-481-004-0000
Property Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Marco Antonio Romo, A Married Man

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 and remove impacted concrete pads (pickleball court, patio slabs).



WEST VALLEY CITY
Utah

City of Taylorsville or West Valley Ci

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 110:2E, 110:CE

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Owner's Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Marco Antonio Romo, A Married Man

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

CONSULTANT DISCLOSURE. Owner acknowledges that Ray Bennett, through Right of Way Group, 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):

 8-17-26 _____
100% Marco Antonio Romo - OWNER(s) 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): 110:2E, 110: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: 15-34-481-004-0000
Property Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
Owner's Address: 1465 West 4020 South, WEST VALLEY CITY, UT 84123
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Marco Antonio Romo, A Married Man

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. 15-34-481-004

PIN No. 22082

Project No. F-2172(9)8

Parcel No. 2172:110:CE

MARCO ANTONIO ROMO, A MARRIED MAN, 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 4 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 4 which point is 66.79 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 38+44.58 and running thence N.12°15'00"W. 1.03 feet along the westerly lot line of said Lot 4 to a point 67.79 feet radially distant northwesterly from said control line opposite Engineers station 38+44.81 to the point of curvature with a 1,979.68 foot non-tangent radius curve to the right, thence northeasterly 86.95 feet along the arc of said curve (Note: Chord to said curve bears N.65°27'26"E. 86.95 feet. Central angle equals 02°31'00") to a point 68.11 feet radially distant northwesterly from said control line opposite Engineers station

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:CE

39+29.10 and the easterly boundary line of said Lot 4; thence S.16°30'00"E. 1.01 feet along said easterly lot line to the Southeasterly corner of said Lot 4, at a point 67.11 feet radially distant northwesterly from said control line opposite Engineers station 39+28.98 to the point of curvature with a 1,974.86 foot non-tangent radius curve to the left, thence southwesterly along the southerly boundary line of said Lot 4, 87.03 feet along the arc of said curve (Note: Chord to said curve bears S.65°27'04"W. 87.02 feet. Central angle equals 02°31'30") 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 87 square feet or 0.002 acre, more or less.

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

STATE OF

)

) ss.

COUNTY OF

)

Marco Antonio Romo

On this ____ day of _____, in the year 20____, before me personally appeared MARCO ANTONIO ROMO, A MARRIED MAN, 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. 15-34-481-004
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:2E

MARCO ANTONIO ROMO, A MARRIED MAN, 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 4 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 4 which point is 66.79 feet radially distant northwesterly from the Meadowbrook Expressway Project control line opposite Engineers station 38+44.58 and running thence N.12°15'00"W. 5.14 feet to the point of curvature with a 1,983.68 foot non-tangent radius curve to the right, thence northeasterly 86.64 feet along the arc of said curve (Note: Chord to said curve bears N.65°28'41"E. 86.63 feet. Central angle equals 02°30'09") to a point 72.04 feet radially distant northwesterly from said control line opposite Engineers station 40+07.34; thence S.16°30'00"E. 5.03 feet to the Southeast corner of said Lot 4, at a point 67.03 feet radially distant northwesterly from said control line opposite Engineers station 40+06.94, and the point of curvature with a 1,974.86 foot

Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:2E

non-tangent radius curve to the left, thence southwesterly along the southerly boundary line of said Lot 4, 87.03 feet along the arc of said curve (Note: Chord to said curve bears S.65°27'04"W. 87.02 feet. Central angle equals 02°31'30") 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 434 square feet or 0.010 acre, more or less.

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

STATE OF
COUNTY OF

)
) ss.
)

Marco Antonio Romo

On this ____ day of _____, in the year 20____, before me personally appeared MARCO ANTONIO ROMO, A MARRIED MAN, 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. 15-34-481-004
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:2E

MARCO ANTONIO ROMO, A MARRIED MAN, 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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Continued on Page 2
INDIVIDUAL RW-09 (12-01-03)

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:2E

non-tangent radius curve to the left, thence southwesterly along the southerly boundary line of said Lot 4, 87.03 feet along the arc of said curve (Note: Chord to said curve bears S.65°27'04"W. 87.02 feet. Central angle equals 02°31'30") 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.

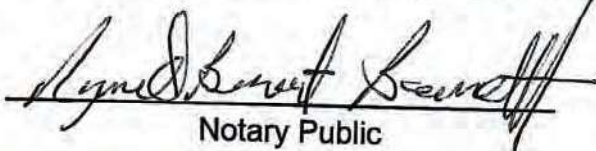
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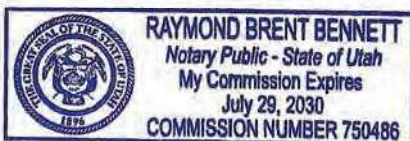
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF)
) ss.
COUNTY OF)


Marco Antonio Romo

On this 17 day of August, in the year 2026, before me personally appeared MARCO ANTONIO ROMO, A MARRIED MAN, 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.: 15-34-481-004
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No.: 2172:110:2E

PUBLIC ENTITY AFFIDAVIT – GRANTEE: UDOT

I, Rachel Daley, being of legal age and authorized by the Utah Department of Transportation, 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 MARCO ANTONIO ROMO, A MARRIED MAN (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 MARCO ANTONIO ROMO, A MARRIED MAN (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."

By: Rachel Daley _____ Date _____
Its:
Signed by Authority of: Ross Crowe, UDOT Right of Way Director

*State of Utah,
County of Salt Lake*

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

SEAL

*Person Administering Oath

Title

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. 15-34-481-004
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:110:CE

MARCO ANTONIO ROMO, A MARRIED MAN, 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. 2172:110:CE

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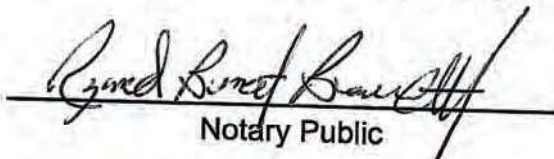
The above described easement contains 87 square feet or 0.002 acre, more or less.

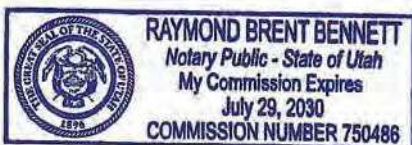
(Note: Rotate above bearings 00°14'14" clockwise to equal Highway bearings)

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)


Marco Antonio Romo

On this 17 day of August, in the year 2026, before me personally appeared MARCO ANTONIO ROMO, A MARRIED MAN, 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.: 15-34-481-004
UDOT PIN No.: 22082
UDOT Project No.: F-2172(9)8
Parcel No. 2172:110: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 MARCO ANTONIO ROMO, A MARRIED MAN (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 MARCO ANTONIO ROMO, A MARRIED MAN (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
By: _____
Its: _____
Signed by Authority of: _____

Date

State of Utah,
County of _____

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

SEAL

Notary Public

T.1S. R.1W.
S.L.B. & M.

Exist R/W Line
Exist Utility Easement

MARCO A ROMO
1465 W 4020 S
15-34-481-004

PERPETUAL EASEMENT — (110:CE)

TEMPORARY
CONSTRUCTION
EASEMENT — 110:

ARC
R=1983.68'
L=86.64'

ARC
R=1979.86'
L=86.95'

ARC
R=1974.86'
L=87.03'

MEADOWBROOK EXPY

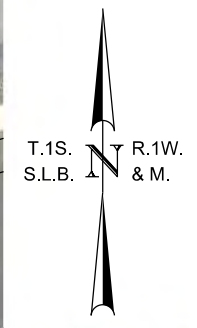
30 15 0 30

SCALE IN FEET

EXHIBIT NO. 110-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: MARCO A ROMO	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4041 S 1500 W	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION 189 Page 18 of 19 REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

DGN File: p:\u\dot-pw\entlery.com\udot-pw-01\Documents\UDOT Projects\Region 2 Projects\22082 F-2172(9)8 01P 110 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
110:CE		MARCO A ROMO	0.002	87	NONE	0.249	PERPETUAL	
110:2E		MARCO A ROMO	0.010	434	NONE	0.249	TEMPORARY	

EXHIBIT NO. 110-EXHIBIT		PARTIAL SUMMARY NO. 01P		PROPERTY OWNER: MARCO A ROMO	
PROJECT	3900 SOUTH; REDWOOD RD			PROPERTY ADDRESS: 4041 S 1500 W	
	TO JORDAN RIVER BRIDGE			UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - KIMLEY-HORN	
PROJECT NUMBER	F-2172(9)8	PIN	22082		

September 16, 2026

MEMORANDUM

TO: CITY COUNCIL

FROM: IFO PILI, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. the 2nd and 4th Tuesday unless otherwise noted.

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

September 2026

September 18, 2026 <i>Friday</i>	El Pollo Loco 1-Year Celebration Ribbon Cutting, 11 AM; 5675 W Brud Dr
September 18, 2026 <i>Friday</i>	WVCFFC Sunshine & Smiles Grandparents Appreciation Picnic, 3-4 PM; Centennial Park East Pavilion, 5405 W 3100 S
September 18, 2026 <i>Friday</i>	PBS Utah: La Mesa, 6-8 PM; UCCC, 1355 W 3100 S
September 21, 2026 <i>Monday</i>	WVCPD Swearing In, 3:30 PM; West Valley City Hall, 3600 S Constitution Blvd
September 21, 2026 <i>Monday</i>	Mötley Crüe, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 22, 2026 <i>Tuesday</i>	Five Finger Death Punch, 6:45 AM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 23, 2026 <i>Wednesday</i>	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
September 24, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

September 26, 2026 <i>Saturday</i>	\$uicideboy\$, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 29, 2026 <i>Tuesday</i>	Co-Lab: Community Connectors Summit, 7 AM to 3:30 PM; UCCC, 1355 W 3100 S
September 29, 2026 <i>Tuesday</i>	Wu-Tang Forever, 7:30PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 30, 2026 <i>Wednesday</i>	Hunter Schools Network Event, 5-7PM; Hunter High School 4200 S 5600 W
September 30, 2026 <i>Wednesday</i>	Breaking Benjamin, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

October 2026

October 1, 2026 <i>Thursday</i>	West Valley City Farmers Market, 5-9 PM; 5405 W 3100 S
October 1, 2026 <i>Thursday</i>	Empire of the Sun, 7:30PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 2, 2026 <i>Friday</i>	Get to the River Festival – Plein Air Riverfest, 6-8 PM; UCCC, 1355 W 3100 S
October 2, 2026 <i>Friday</i>	FFC Membership Appreciation Party, 6-9 PM; FFC 5415 W 3100 S
October 5, 2026 <i>Monday</i>	City Manager Dialogue (Employees Only), 2-4 PM; UCCC, 1355 W 3100 S
October 7, 2026 <i>Wednesday</i>	City Manager Dialogue (Employees Only), 10 AM to Noon; UCCC, 1355 W 3100 S
October 7, 2026 <i>Wednesday</i>	Staind: Break the Cycle Tour, 6 PM; Utah First Credit Union Amphitheater, 5150 Upper Ridge Rd
October 8, 2026 <i>Thursday</i>	Flu Shot Clinic, 1-4 PM; West Valley City Hall, 3600 S Constitution Blvd
October 8, 2026	West Valley City Farmers Market, 5-9 PM; 5405 W 3100 S

Thursday

October 9, 2026 Employee Golf Tournament, Time TBD; Stonebridge Golf
Friday Course, 4415 W Links Dr

October 9, 2026 Jon Pardi, 7 PM; Maverik Center, 3200 Decker Lake Dr
Friday

October 10, 2026 Utah Fire Fighter Chili Cookoff, 11 AM to 3 PM; America
Saturday First Field House, 9256 S State Street

October 10, 2026 Doja Cat, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
Saturday

October 12, 2026 Indigenous People's Day/City Offices Closed
Monday

October 14, 2026 Pete Harman Day, 10:30AM; Harman Senior Recreation Center
Wednesday 4090 S 3600 W

October 24, 2026 Annual Pumpkin Float, More Details to Come; WVCFFC,
Saturday 5415 W 3100 S

October 28, 2026 Community Meeting with Chief Jacobs, 12 PM; Facebook Live
Wednesday

October 31, 2026 West Valley City Family Fitness Center Hours 6:30 AM to 6 PM
Saturday

October 31, 2026 Fuerza Regida, 8:30 PM; Maverik Center, 3200 Decker Lake Dr
Saturday

November 2026

November 7, 2026 EnduroCross, 7 PM; Maverik Center, 3200 Decker Lake Dr
Saturday

November 11, 2026 Veteran's Day/City Offices Closed
Wednesday

November 11, 2026 Veterans Day Flag Ceremony, 10AM; Utah Veterans Memorial,
Wednesday 3234 S Cultural Center Dr

November 11, 2026 Veterans Day Dinner, 5PM; UCCC, 1355 W 3100 S
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Wednesday

November 12, 2026 WVCFFC Pickles & Pickleball Event, More Details to Come

Thursday

November 13, 2026 West Valley City Winter Market, 3-8 PM; WVCFFC, 5415 W 3100 S

Friday

November 14, 2026 West Valley City Winter Market, 10 AM to 6 PM; WVCFFC, 5415 W 3100 S

Saturday

November 25, 2026 West Valley City Family Fitness Center Hours 5 AM to 2 PM

Wednesday

November 25, 2026 Community Meeting with Chief Jacobs, 12 PM; Facebook Live

Wednesday

November 26, 2026 Thanksgiving/City Offices Closed

Thursday

December 2026

December 7, 2026 Holiday Games and Tree Lighting Event, 6:30 PM; WVCFFC, 5415 W 3100 S

Monday

December 9, 2026 Employee Holiday Luncheon, 12PM; UCCC, 1355 W 3100 S

Wednesday

December 15, 2026 Lindsey Stirling, 7 PM; Maverik Center, 3200 Decker Lake Dr

Tuesday

December 24, 2026 Christmas Eve/City Offices Closed

Thursday

December 24, 2026 West Valley City Family Fitness Center Hours 5 AM to Noon

Thursday

December 25, 2026 Christmas Day/City Offices and West Valley City Family Fitness Center Closed

Friday

December 31, 2026 West Valley City Family Fitness Center Hours 5 AM to 2 PM

Thursday

January 2027

January 5 – 10, 2027 U.S. Figure Skating Championships, 10 AM Daily; Maverik Center,

Tuesday – Sunday 3200 Decker Lake Dr

January 30, 2027
Saturday

Cristian Castro, 8 PM; Maverik Center, 3200 Decker Lake Dr

May 2027

May 18, 2027
Tuesday

Niall Horan, 7:30 PM; Maverik Center, 3200 Decker Lake Dr

July 2027

July 8, 2027
Thursday

Stick Figure, 6:30 PM; Utah First Credit Union Amphitheatre,
5150 Upper Ridge Dr