WEST VALLEY CITY

The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, October 27, 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. October 6, 2026 Special City Council and Planning Commission Meeting

   B. October 13, 2026

4. Presentations:

   A. Introduction of New Employees

5. Review Agenda for Regular Meeting of October 27, 2026

   A. Regular Meeting Agenda

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

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

6. Public Hearings Scheduled For November 10, 2026

A. Accept Public Comment Regarding Application ZT-6-2026, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-114 of the West Valley City Code to Prohibit Chain Link Fences in All Front Yards Except Those Within the M (Manufacturing) Zone

Action: Consider Ordinance 26-41, Amend Section 7-2-114 to Prohibit Chain Link Fences in Front Yards Except Those in the M (Manufacturing) Zone

7. Resolutions:

A. 26-140: Authorize the Execution of an Agreement with Hamm Consulting Group

B. 26-141: Approve a Service Agreement and Addendum with Motorola Solutions, Inc.

C. 26-142: Approve a Professional Services Agreement with Sports Unlimited to Repair and Replace Hard Courts at Centennial Park

D. 26-143: Approve a Professional Services Agreement with Life is Good Investments, LLC to Make Repairs at the Centennial Park Outdoor Pool

E. 26-144: Approve a Real Estate Purchase and Sale Agreement Between the City and Scott H. Boettcher for Property Located at Approximately 7000 West Gates Avenue

8. Consent Agenda Scheduled for November 10, 2026

   A. Reso 26-145: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement with and from Smith's Food and Drug Centers, Inc. for Property Located at 4065 South Redwood Road

9. Authorize Consent Agenda for Regular Meeting of November 10, 2026

10. Communications:

   A. Development Agreement Discussion (10 min)

   B. Website Update (10 min)

   C. Council Calendar

11. New Business:

   A. Potential Future Agenda Items

   B. Council Reports

12. Motion for Closed Session (if necessary)

13. Adjourn

WEST VALLEY CITY
City Council Study Meeting
October 6, 2026

THE WEST VALLEY CITY COUNCIL AND PLANNING COMMISSION MET IN ELECTRONIC SPECIAL SESSION ON TUESDAY, OCTOBER 6, 2026 AT 4:48 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 LANG.

THE FOLLOWING CITY COUNCILMEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 3

ABSENT:

Tom Huynh, Councilmember District 1

THE FOLLOWING PLANNING COMMISSION MEMBERS WERE PRESENT:

Rob Durfee, Commissioner
Pauline Matagi, Commissioner
Steve Lehman, Commissioner
Adriana Ramirez, Commissioner

ABSENT:

Mathew Lovato, Chair
Darrick Porter, Commissioner
Nancy Drozdek, Commissioner

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Ryan Robinson, Acting City Attorney *(electronically)*
Colleen Jacobs, Police Chief *(electronically)*
John Evans, Fire Chief
Jim Welch, Finance Director *(electronically)*

Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director *(electronically)*
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director *(electronically)*
Paula Melgar, HR Director *(electronically)*
Tumi Young, Chief Code Enforcement Officer *(electronically)*
Brock Anderson, CD *(electronically)*
Travis Crosby, IT

HOUSEAL LAVIGNE CONSULTANTS PRESENT:

Kari Papelbon *(electronically)*
Jacob Moser *(electronically)*
Nik Davis *(electronically)*

GENERAL PLAN UPDATE FUTURE LAND USE MAP DISCUSSION

Steve introduced the discussion regarding the General Plan Future Land Use Map, which identifies desired land uses throughout the City over the next 20 years. He explained that Houseal Lavigne was selected as the consultant due to its national experience in preparing general plans for communities across the country. As part of the process, the consultant has conducted workshops, stakeholder interviews, field visits, a community-wide survey, and additional research to develop land use recommendations. Steve stated that the discussion would focus on specific areas of the City and provide an opportunity for feedback on the consultant's recommendations. He noted that the consultants were intentionally given broad latitude to provide independent professional recommendations. He emphasized that the plan belongs to the City and that recommendations may be modified based on City feedback.

Kari Paplebon, Houseal Lavigne, reviewed the preliminary Future Land Use Plan and explained the proposed land use categories. She noted that the consultant had adjusted the color scheme from the City's current map and generally maintained the existing manufacturing, industrial, and commercial categories while providing additional guidance regarding appropriate locations and future uses. A Business Park category was proposed to recognize areas containing a mix of office, light manufacturing, and biomedical research uses, with additional flexibility to accommodate transitions from traditional suburban office parks. Limited mixed-use areas were also identified, primarily around the City Center. Kari explained that much of the discussion would focus on residential land uses, particularly the Estate Residential designation. The preliminary map identifies existing Estate Residential developments as well as potential future areas in the southwest, along Lake Park Boulevard, and in the western portion of the City. Kari noted that Estate Residential has historically been applied broadly to undeveloped parcels of approximately two acres or more, corresponding

with the City's Estate Residential zoning district. She recommended reconsidering whether parcel size alone should determine the designation and suggested instead using the category for larger or contiguous areas where cohesive neighborhoods could be developed. The consultant also recommended considering a lot-size range of approximately 12,000 to 15,000 square feet to provide greater flexibility for site conditions, infrastructure, development economics, and overall site design. Kari requested feedback regarding whether the City is comfortable with the proposed Estate Residential approach, where this type of residential growth should occur over the next 10 to 20 years, appropriate parcel and lot sizes, and whether the existing two-acre policy should be modified to more intentionally reserve larger parcels for this type of development.

Councilmember Harmon stated that the City has relatively few parcels larger than two acres and explained that the purpose of the existing policy was to protect those remaining parcels for larger-lot residential development.

Kari clarified that the two-acre limitation could remain in place, but the consultant was seeking direction on whether the policy should also allow contiguous parcels to be developed together as larger Estate Residential neighborhoods. She explained that combining parcels could provide greater flexibility for infrastructure, roads, site layout, and the number of lots that could be developed. Kari requested feedback on whether the City preferred to maintain the existing two-acre-or-greater approach or allow larger, contiguous development areas.

Mayor Lang stated that the City began emphasizing Estate Residential development later in the development process, allowing some larger parcels to be developed at higher densities. She expressed support for maintaining the two-acre-or-greater designation and questioned whether there are enough remaining undeveloped parcels to combine into larger development areas. She suggested focusing on the larger parcels that remain unless larger estate developments could be shown to be economically feasible.

Kari explained that the consultant was also considering potential redevelopment opportunities for Estate Residential development. She identified an area near the western border of the City with existing larger lots as a potential opportunity, noting that some parcels may have the potential for future subdivision and connections to existing roads and infrastructure. She stated that such areas could provide opportunities for future transition to larger-lot residential development.

Commissioner Durfee suggested considering former church and school properties as potential Estate Residential redevelopment sites because they are typically located on larger parcels within established neighborhoods. He recommended that, if these properties change use, they should not be developed at high density and should instead be considered for Estate Residential or a lot size consistent with the surrounding neighborhood. He noted that larger-lot development could help prevent these properties from being converted to townhomes or other higher-density residential uses.

He also observed that the market demand for very large, high-value homes on estate-sized lots may vary throughout the City.

Mayor Lang noted that there are existing neighborhoods along 3100 South where R-1-8 residential lots transition to smaller, tucked-away subdivisions containing larger, high-value homes. She cited these areas as examples of larger-lot residential development existing within otherwise higher-density neighborhoods.

Councilmember Wood expressed concerns about the Estate Residential designation in areas near Parkway Boulevard and 7200 South, including areas adjacent to Target and manufacturing uses. She questioned whether these locations would be attractive for new high-value estate homes and suggested that development in these areas may be more likely to appeal to existing residents seeking larger homes while remaining in the same neighborhood.

Commissioner Durfee also emphasized the importance of considering former schools and churches as potential redevelopment sites, particularly larger properties that could otherwise be converted to townhomes or apartments. He stated a preference for using these sites to provide additional single-family, detached housing and indicated that the City should consider appropriate development standards for such properties. Steve explained that townhomes or apartments could not be developed in those areas because the zoning necessary for such uses requires frontage on a major street, which these properties would not qualify for.

Kari asked whether the proposed Estate Residential approach could also serve as a strategy for future annexations to the west and whether the City would support using the designation in that manner.

Nik Davis, Houseal Lavigne, added that expanding the Estate Residential designation farther west could provide opportunities for larger-lot residential development as the City continues to grow outward.

Mayor Lang stated that she would like to continue designating larger parcels within existing neighborhoods as Estate Residential (RE), particularly former agricultural properties that are no longer being used as farms but may be converted to residential development.

Nik summarized that the Estate Residential designation could be used in two ways: for infill and redevelopment opportunities within existing neighborhoods, and for future greenfield development as the City expands westward. He then asked the City to provide direction on the lot-size range it would be most comfortable supporting. Members of the Council and Commission agreed with maintaining the 2 acre minimum.

Nik noted that larger lots may be more conducive to Estate Residential development, particularly in areas with varying grades and connections to existing infrastructure. He stated that the consultant

would further evaluate potential infill sites and conduct test fits to demonstrate how the proposed lot-size ranges could work within those areas. He indicated that the consultant had sufficient direction to proceed with the analysis.

Kari introduced the next discussion topic regarding the Chesterfield area and other older Eastside neighborhoods where land use transitions are occurring. She explained that the Rural Residential designation in the current General Plan may be losing its usefulness as former agricultural properties gradually transition to residential development, particularly in Chesterfield. Kari presented the consultant's recommendation to eliminate or phase out the Rural Residential designation and instead recognize the changing development pattern. For Chesterfield, the preliminary recommendation primarily supports low-density single-unit residential development, with consideration for moderate-density detached residential where smaller-lot infill would be compatible with existing neighborhoods. The consultant also identified the area near the light rail station and Jordan River Trail as a potential location for increased residential intensity due to larger properties and transit access. Kari requested feedback on how the City would like to accommodate these transition areas and whether the Rural Residential designation should be phased out.

Nik explained that the discussion regarding the Rural Residential designation involved two parts. First, the consultant wanted feedback on whether the City supported eliminating the Rural Residential designation. Second, the consultant was seeking direction on the three proposed replacement land use categories: low-density residential, moderate-density residential, and multi-unit residential.

Councilmember Wood stated that Chesterfield has a strong rural residential character that is valued by many residents. However, as the area transitions, she expressed a preference for somewhat larger residential lots rather than very small single-family lots, while noting that Estate Residential would not necessarily fit the existing neighborhood character.

Commissioner Durfee added that the area lacks retail uses and he would support medium density, single unit detached uses.

Councilmember Harmon stated that areas the City would like to see redeveloped within the next 20 years would likely need to allow higher densities than currently exist in order to make redevelopment financially viable for developers. He noted that the City should consider whether Chesterfield is an area where redevelopment is desired, recognizing that some property owners may welcome redevelopment opportunities while others may prefer to preserve the existing neighborhood and lifestyle.

Nik clarified that the Future Land Use Plan is not intended to actively encourage or require redevelopment. Rather, it provides direction for how the City would like an area to develop if redevelopment occurs in the future. He explained that if properties in Chesterfield redevelop, the

City may not want them to remain Rural Residential or develop at similarly low densities. He emphasized that redevelopment would remain the property owner's decision and that this distinction would be clearly stated in the General Plan policies.

Councilmember Whetstone referenced the recently completed Station Area Plans and asked how those plans would overlay with the proposed Future Land Use Plan. He expressed concern about creating conflicts with the planning work already completed for the station areas.

Steve clarified that the consultants were directed to honor the decisions made through the Station Area Plans. He explained that the General Plan is intended to build upon that work and consider land use beyond the areas already addressed.

Councilmember Wood referenced density identified in the Station Area Plans, including the radio tower property and Redwood Elementary. She expressed a preference for single-family residential development on the Redwood Elementary property. Councilmember Wood acknowledged the prior discussion and decisions made during the Station Area Planning process but noted that some of those outcomes were driven by State requirements and were not necessarily preferred land uses. She agreed that the current General Plan discussion should focus on how the areas should develop or redevelop over the next 20 years.

Nik emphasized that the Future Land Use Plan is not a zoning document but is intended to provide guidance for how properties could develop over the next 5 to 20 years. He stated that existing uses could generally continue if property owners choose to maintain them. However, he noted that future parcel consolidation could create opportunities for a broader mix of residential uses beyond detached single-family homes. He explained that the consultant's recommendations are intended to realistically anticipate those potential long-term development patterns.

Mayor Lang agreed with concerns regarding higher-density development in the area, noting the lack of supporting services such as grocery stores. She expressed reluctance to encourage higher-density redevelopment without adequate services, while acknowledging the challenge that additional residential development may be necessary to attract those services.

Nik stated that the General Plan could address concerns about supporting services by identifying additional locations appropriate for future commercial, retail, or service uses. He explained that the plan can anticipate both future residential growth and the commercial development needed to support it. Rather than reducing proposed residential development because of the current lack of services, he suggested that the issue may indicate a need to plan for additional commercial uses in the area.

Councilmember Harmon noted that commercial development typically follows residential growth as additional households create demand for businesses and services.

Nik stated that the consultant would evaluate opportunities for more intensive commercial development that could support future residential growth, particularly along Redwood Road. He acknowledged the concern regarding adequate commercial services and asked whether, with additional policy guidance addressing that issue, the City was comfortable with the proposed land use direction.

Commissioner Durfee stated that the area has significant potential for future redevelopment as properties become available for sale. He noted that additional improvements, services, or amenities would be needed to make redevelopment in the area more attractive.
Kari explained that the same approach to phasing out the Rural Residential designation was being considered for areas along Parkway Boulevard, 5450 West, and 3800 South, allowing those areas to transition naturally to other residential uses over time. She asked whether there was general support for this approach, including the somewhat higher-density residential development proposed near the rail corridor, before proceeding to the next discussion topic. The Council and Planning Commission agreed.

Kari introduced the discussion regarding manufactured home parks and their treatment on the Future Land Use Map. She explained that several established manufactured home communities currently function as single-family residential neighborhoods and asked whether they should continue to be planned for that use or transition to other residential uses over the next 20 years. Kari stated that the consultant recommends eliminating manufactured home parks as a separate future land use category and designating them as moderate-density, single-unit detached residential. She requested feedback on whether the City supported that approach and noted that manufactured home parks are located throughout the community. Kari noted that another option would be to plan for manufactured home parks to potentially transition to multi-unit residential development in the future and asked whether the City would support that type of long-term transition.

Nik explained that the consultant would evaluate individual manufactured home parks to determine which may have future redevelopment potential as either low-density multi-unit or moderate-density single-unit residential, considering factors such as available utilities and appropriate densities. He stated that the broader intent is to simplify the Future Land Use Map by eliminating the separate manufactured home category and addressing the existing conditions and potential redevelopment of these properties more specifically within the residential policies of the General Plan.

Mayor Lang stated that many manufactured home parks are surrounded by existing R-1-8 single-family neighborhoods and expressed a preference that, if those properties redevelop, they remain consistent with the residential character of the surrounding neighborhoods. Mayor Lang discussed a senior manufactured home community along Redwood Road and noted that its location may provide greater potential for a different future use, depending on infrastructure capacity. She emphasized the importance of considering infrastructure impacts when planning for higher-density

redevelopment, citing a previous apartment development near Redwood Road and 4100 South that required significant water infrastructure improvements. She expressed concern that redevelopment can result in infrastructure costs being borne by existing residents.

Kari clarified that the general direction was to treat manufactured home parks as single-family residential and asked whether individual properties should be designated as low-density or moderate-density residential based on their surroundings and site conditions. She encouraged members to identify any specific properties that may require additional review and provide those comments to Steve.

Mayor Lang identified certain manufactured home parks that she believed should remain low-density residential because they are surrounded by R-1-8 neighborhoods, including the property near Crown Burger and another property between 3500 South and 3100 South. She indicated that other manufactured home park properties not similarly surrounded by R-1-8 development could appropriately be designated moderate-density residential.

Nik stated that there appeared to be general support for eliminating the manufactured home category from the Future Land Use Map. He explained that the consultant would work with staff to determine whether individual manufactured home properties should be designated as low-density or moderate-density residential based on their specific circumstances.

Kari introduced the discussion regarding the City's commercial corridors and potential opportunities for future reinvestment and redevelopment. She emphasized that the consultant was not recommending a broad conversion of commercial property to residential uses. Rather, the plan could identify strategic locations where aging, underperforming, or underutilized commercial properties might transition to small-scale infill housing, mixed-use development, or other compatible uses while preserving successful commercial areas that contribute to the City's tax base. Kari explained that the preliminary Future Land Use Map consolidates commercial uses into a single commercial category, with distinctions between neighborhood, local, and regional commercial areas addressed within the General Plan text. She stated that the consultant is also considering strategic mixed-use or small-scale multi-unit residential development on select infill properties where appropriate. Kari requested feedback regarding commercial corridors, nodes, and intersections where additional investment or alternative uses may be appropriate. She specifically identified 5600 West and 3500 South, with particular emphasis on 3500 South, as areas where the consultant would like additional direction regarding potential transitions and reinvestment opportunities.

Commissioner Durfee stated that the City has been successful in developing the commercial corridor along 5600 West but expressed concern that portions of 3500 South east of the Maverik Center and along Redwood Road have become dated and are no longer functioning as strong commercial areas. He noted that Redwood Road historically served as a major commercial corridor but has increasingly seen smaller businesses and residential projects. He suggested that these eastern

commercial corridors should be a focus for future reinvestment and revitalization, particularly in connection with the discussion regarding the Chesterfield area.

Nik explained that the consultant is considering a more nodal approach to commercial development rather than designating entire corridors for continuous commercial use. He stated that concentrating higher-quality commercial and service uses at key nodes, potentially combined with residential or other compatible uses, could strengthen the remaining commercial areas. He noted that underperforming or outdated commercial properties between those nodes could be candidates for alternative uses, creating a more coordinated mix of development along the City's commercial corridors. Nik asked whether the City would support allowing underperforming commercial or service properties along the corridors to transition to a broader mix of uses, particularly where parcels could be consolidated into larger redevelopment sites. He noted that residential could be one component of such redevelopment. Nik explained that simply replacing existing commercial properties with similar commercial uses may not achieve the desired improvements and suggested that diversifying land uses along portions of the corridors could provide better redevelopment opportunities. Nik clarified that some portions of the City's traditional commercial corridors could transition entirely to residential uses over time. He suggested strategically identifying areas appropriate for residential redevelopment while concentrating newer and more intensive commercial development at key nodes, rather than maintaining continuous commercial designations along entire corridors

The Council and Planning Commission discussed potential locations for transitioning or mixed uses, including property near the Valley Fair Mall and portions of Redwood Road, particularly near 201. Members noted that some mixed uses already exist in these areas and expressed interest in opportunities for improved commercial development where feasible.

Nik explained that rather than maintaining continuous commercial development of varying scale and quality along an entire corridor, the plan could concentrate higher-quality commercial development at strategic nodes. The areas between those nodes could then transition or infill with residential uses that complement surrounding neighborhoods. He stated that this approach may result in less overall commercial acreage while creating stronger, higher-quality commercial areas.

Councilmember Wood identified the area near 4100 South and 5600 West as an example of the proposed nodal approach, with new commercial development surrounded by residential uses. She also identified portions of 3500 South near 4000 West and 4400 West as areas that could benefit from reinvestment and commercial revitalization, noting the mix of existing commercial, residential, and new townhome development in those areas.

Nik agreed that the area discussed was a good example of an underperforming commercial corridor that could benefit from a more intentional redevelopment strategy. He suggested concentrating higher-quality commercial redevelopment in strategic locations while allowing other portions of the corridor to transition to residential uses that could support those commercial nodes. He noted that some existing properties do not provide the desired appearance, character, or level of service for the corridor.
Nik stated that the consultant would continue identifying potential redevelopment areas and encouraged the Council and Planning Commission to provide additional examples of locations they believe could look significantly different over the next 10 to 15 years.

Commissioner Durfee identified the area along Redwood Road between 3500 South and 4100 South as another potential redevelopment opportunity, noting the existing mix of newer apartments and townhomes, single-family homes, and older or underperforming commercial properties. He suggested that the area could benefit from additional reinvestment and redevelopment. The discussion also identified the Skaggs property across from the Commons, shown as mixed use on the preliminary map, as an underperforming property with redevelopment potential.

Nik stated that there appeared to be general support for the proposed approach to the commercial corridors. He explained that the consultant would identify specific areas where a strategic transition to different land uses may be appropriate over time and would bring those recommendations back to the Council and Planning Commission for further review and discussion.

Mayor Lang emphasized that utility capacity should be considered when identifying properties such as the Skaggs site for higher-density redevelopment. She referenced the former Kmart property as an example and expressed concern about recommending densities that may exceed the capacity of the Granger-Hunter Improvement District's existing infrastructure.

Nik acknowledged that the General Plan is considering several opportunities for future residential development but emphasized that development would occur gradually and must be coordinated with available infrastructure and utilities. He stated that the consultant would work with staff to ensure that future land use recommendations are realistic and can be adequately served. Nik then discussed focusing mixed-use development at key intersections and nodes rather than throughout entire commercial corridors. He cited the Sage Valley Apartments and surrounding commercial outlots as an example of integrating residential and commercial uses. He stated that the consultant would identify underutilized properties and strategic locations where a higher-quality mix of uses could be appropriate while continuing to preserve strong commercial areas.

Kari identified the former Shopko property as a potential redevelopment and infill opportunity. She noted that former Shopko properties in other communities have been completely redeveloped, converted into multi-tenant commercial buildings with additional outlot development, or partially repurposed for new uses. She stated that the consultant could provide examples of these approaches

as the planning process continues. For this property, Kari suggested exploring additional commercial opportunities rather than residential or mixed-use development, potentially incorporating a combination of commercial and light industrial uses consistent with current activity on the site. She also noted opportunities for additional infill development across the street.

Mayor Lang noted that charter school located west of the former Shopko property create significant traffic and queuing issues on 3500 South during school drop-off and pick-up times. She stated that traffic can back up onto 3500 South and noted that accidents have occurred in the area.

Nik reiterated the importance of intentionally identifying key commercial nodes where a mix of uses could be encouraged, rather than necessarily requiring vertical mixed-use development. He stated that the consultant would focus on intersections with the greatest redevelopment potential, particularly areas with underperforming or outdated uses and buildings requiring significant investment. He noted that the City has successfully used similar approaches in other areas and proposed building upon those examples. Nik indicated that there appeared to be general support for continuing to develop this approach within the General Plan for further review.

Ifo discussed Economic Development's interest in using higher-density residential development as a tool to revitalize aging and underperforming commercial corridors. He explained that acquiring and demolishing existing commercial properties can be costly and that redevelopment may require significantly greater residential density, potentially including high-rise developments, to be financially feasible. Ifo stated that discussions with a multifamily developer indicated strong demand and rental rates for newer residential units in West Valley City, particularly among young professionals. He also noted anticipated employment growth, including jobs associated with new hospitals, as a factor that could increase demand for higher-end multifamily housing. Ifo explained that incorporating residential development into commercial areas can also support existing and future businesses by placing additional customers nearby. He suggested that strategic locations near major commercial centers, transit, and other amenities, such as the area near Valley Fair Mall, the Maverik Center, and TRAX, could potentially accommodate taller multifamily development. He asked whether the Council and Planning Commission would be open to the consultants evaluating these types of higher-density, vertical residential developments at appropriate locations and presenting potential concepts as part of the General Plan process.

Mayor Lang recalled previous redevelopment discussions from the early 2000s regarding the area near the existing Starbucks. She stated that she had supported taller development at that time but that concerns were raised regarding building-height limitations associated with airport flight paths. She indicated that redevelopment of the area with buildings of approximately eight to ten stories could be appropriate if current height restrictions allow it. The discussion clarified that the area currently has a minimum building-height requirement but no specified maximum, although airport-related restrictions may still apply.

Nik stated that the consultant could evaluate airport-related building-height restrictions. He noted that aviation technology and flight-path considerations have changed in some communities over the past decade, with height limitations generally being more restrictive within landing approaches than takeoff paths.

Commissioner Durfee discussed the economics and appropriate placement of high-rise development, noting that once construction exceeds typical mid-rise heights, increased construction costs often make significantly taller buildings more financially practical. He stated that high-rise development should be concentrated in strategic locations, such as major transportation corridors or other designated areas, rather than dispersed throughout the City. He expressed support for considering taller buildings in appropriate locations where they would complement the surrounding development pattern.

Ifo Pili, City Manager, identified property near I-215, across from Valley Fair Mall and near TRAX, as a potential location for high-rise mixed-use development due to its visibility, freeway access, and proximity to transit. He noted that property acquisition and redevelopment would be costly and that greater building height and additional residential units may be necessary to make a project financially feasible. Ifo reiterated that a local developer has reported strong demand and rental rates for newer West Valley City apartments, suggesting a market for higher-end residential development. He also discussed the potential for integrating residential development above commercial uses and noted that transit access could help address parking challenges. He cited examples from other cities where taller residential developments incorporate ground-floor restaurants and commercial uses as a potential model for the area.

Nik asked whether the Council and Planning Commission were comfortable with the consultant identifying a limited number of strategic commercial nodes where higher-density development of approximately eight to twelve stories could be considered. He emphasized that this approach would not apply to every commercial corridor or property and that potential locations would be evaluated based on surrounding development, scale, transportation access, parking, infrastructure capacity, and economic feasibility. The Council and Planning Commission agreed.

Kari introduced a discussion regarding the long-term use of the area south of the Utah Cultural Celebration Center. She explained that the preliminary Future Land Use Map designates the area for moderate-density multi-unit residential development based on its size and location. However, given its proximity to the Cultural Celebration Center, Jordan River, outdoor recreation, and open space, she suggested the property may provide an opportunity for a more distinctive development. Kari asked whether residential should remain the primary future use or whether the General Plan should provide greater flexibility for mixed uses that could incorporate housing while further establishing the area as a civic and cultural destination.

Mayor Lang stated that determining an appropriate use for the property south of the Cultural Celebration Center has been an ongoing challenge for many years. She noted that the City has considered various options and previously worked with a developer on a proposal that was ultimately unsuccessful. She added that development of the property is particularly challenging because of the power lines running through the site.

Kari explained that the recommendation for residential development was influenced in part by the power lines crossing the property. While buildings could not be placed directly beneath the utility corridor, the area could potentially accommodate parking, open space, or other amenities. She noted that the overall site is large enough to accommodate multi-unit residential development with an appropriate site layout. Kari stated that the property's proximity to the Cultural Celebration Center and nearby commercial areas could also support a mixed-use concept combining residential, commercial, outdoor recreation, and civic spaces. She noted that residential or mixed-use development could contribute to the City's tax base, while a primarily civic use could instead provide a significant community amenity. She requested direction regarding which long-term approach the City preferred.

Councilmember Harmon discussed the cost of leasing property beneath the power lines and noted that current market-rate lease fees could make use of that area financially difficult for a developer. He suggested further discussions regarding what type of development might be feasible on the site. Councilmember Harmon expressed interest in higher-end residential development near the Cultural Celebration Center and stated that the property could potentially become a strong mixed-use node.

Jon Springmeyer, ED Director, described a conceptual food-focused development for the City-owned property near the Cultural Celebration Center. Rather than locating food incubator space, a food hall, and startup restaurant space in different areas of the City, he suggested combining those components on the same property to create a food-centered destination that could also help activate the Cultural Celebration Center. Jon acknowledged similarities to a previous concept considered for the site but emphasized the importance of creating a distinctive development rather than a conventional commercial project. He noted that the surrounding area may not currently have enough residential population to support traditional retail but suggested that a unique destination-oriented concept could potentially succeed.

Kari asked whether the proposed food-focused concept would remain under City ownership with space leased to private operators or whether the property would be privately developed.

Ifo stated that both continued City ownership with leased uses and private development could be considered for the property. He noted that the City has explored several concepts for the site and suggested providing those previous ideas to the consultant for evaluation based on its experience with similar projects, transportation considerations, and the property's location. Ifo referenced concepts including a sports complex, noting the potential economic impact of sports tourism, as well

as retaining the property as a large park given its proximity to the Jordan River. He also referenced potential future expansion of the Veterans Memorial. He encouraged the consultant to evaluate the various concepts and provide guidance regarding potential uses for the site.

Kari stated that the consultant had also considered additional outdoor recreation and civic uses for the property, which could complement the Cultural Celebration Center and surrounding natural areas. She explained that the primary question is whether the City wants the site to serve a more civic and public purpose or pursue private development that could generate tax revenue. Kari noted that residential was initially recommended because of the site's proximity to existing residential development, the Cultural Celebration Center, natural areas, transportation, and nearby commercial services. She acknowledged the City's extensive previous discussions regarding the property and indicated that further direction was needed regarding the desired balance between public and private uses.

Jon added that the concept he has been considering includes outdoor gathering areas and civic plaza-type spaces, allowing a public or civic component to remain part of the potential development.

Ifo stated that if a portion of the property were developed as higher-end multi-unit residential, the City could potentially negotiate for the developer to construct significant park or recreational improvements as part of the project, provided the development remained financially feasible. He noted that this approach could help support a larger park concept connected to the Cultural Celebration Center and Jordan River area while allowing residential development to help fund the improvements.

Kari asked whether, if residential development is supported on the property, the proposed moderate-density multi-unit residential designation is appropriate or whether the General Plan should contemplate a higher- or lower-density residential designation for the site.

Councilmember Harmon noted that Councilmembers have differing opinions regarding the appropriate residential density for the property. He expressed support for higher-density development, pointing to six- and seven-story multi-unit residential developments to the east in Millcreek as an example of a development scale that could potentially be replicated on the West Valley City side.

Councilmember Christensen raised concerns about potential conflicts between residential development and activities at the Cultural Celebration Center, noting that residents in the neighborhood near Utah First Amphitheater have previously complained about noise from outdoor concerts. He also identified parking as a concern if additional residential development occurs in the area, while acknowledging that proximity to the Cultural Center and its events could also be an attractive amenity for future residents.

Steve noted that the City owns the property, giving it significant control over its ultimate development. He explained that even if the General Plan identifies the site for multi-unit residential or another use, the City could later change direction. He added that providing a broader future land use designation may also encourage developers to bring forward concepts the City has not previously considered.

Kari concluded the discussion by stating that the consultant had received substantial direction from the Council and Planning Commission and that many of the remaining questions had been addressed through the evening's broader discussion. She explained that the Future Land Use Plan would continue to be refined and encouraged members to provide any additional ideas or comments to Steve within approximately the next week for consideration by the consultant and staff. Kari emphasized that there would be additional opportunities to review and refine the plan as the process continues.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL AND PLANNING COMMISSION, THE SPECIAL MEETING OF TUESDAY OCTOBER 6 , 2026 WAS ADJOURNED AT 6:27 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the West Valley City Council and Planning Commission held Tuesday, October 6, 2026.

_____
Nichole Camac, MMC
City Recorder

WEST VALLEY CITY
City Council Study Meeting
October 13, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, OCTOBER 13, 2026 AT 4:31 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 LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

ABSENT:

Tom Huynh, Councilmember District 1

STAFF PRESENT:

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

APPROVAL OF MINUTES OF STUDY MEETING HELD SEPTEMBER 22, 2026

The Council considered the Minutes of the Study Meeting held September 22, 2026. There were no changes, corrections or deletions.

Councilmember Wood moved to approve the Minutes of the Study Meeting held September 22, 2026. Councilmember Harmon 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 OCTOBER 13, 2026
Upon inquiry by Mayor Lang, 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.

PUBLIC HEARINGS SCHEDULED FOR OCTOBER 27, 2026

A. **ACCEPT PUBLIC INPUT REGARDING A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 27, 2026 in order for the City Council to hear and consider public comments regarding a Consolidated Annual Performance and Evaluation Report.

Proposed Resolution 26-128 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: RESOLUTION 26-128, APPROVE A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
Kyler Wakefield, Community Development, discussed proposed Resolution 26-128 that would approve a Consolidated Annual Performance and Evaluation Report.

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

> Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the CDBG program. HUD requires that each CDBG grantee to submit a yearly Consolidated Annual Performance Evaluation Report. This report summarizes the activities and progress made during fiscal year 2025-2026 that have been funded by the city's CDBG program.
>
> We have created the Consolidated Annual Performance Evaluation Report that meets the federal guidelines for this report. The city has made its CAPER available for public review and a public hearing will be held October 27, 2026 in the West Valley

City Council Chambers, to allow for public comment.

HUD requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the CAPER is the reporting tool HUD requires to meet this obligation. As required by HUD regulations and the Citizen Participation Plan (CPP), staff obtained citizen participation for the CAPER by publishing a public hearing notice inviting the public to provide input. The CPP is required by HUD for jurisdictions receiving CDBG funds to solicit and obtain input primarily from low- to moderate-income residents. Staff published a public hearing notice in The Salt Lake Tribune. The notice stated citizens' comments may be submitted in writing until 5:00 p.m., Tuesday, October 27, 2026. In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and in meeting the program's primary objectives.

Councilmember Harmon asked if there is an application on the website for residents who would like to request funding for home repair projects. Kyler replied yes and noted that paper copies are also available for those without computer access.

The City Council will consider Resolution 26-128 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-2-2026, FILED BY STUART DEVELOPMENT, REQUESTING A ZONE CHANGE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2170 AND 2202 SOUTH 5600 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 27, 2026 in order for the City Council to hear and consider public comments regarding Application Z-2-2026, Filed by Stuart Development, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2170 and 2202 South 5600 West.

Proposed Ordinance 26-40 and Resolution 26-129 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE 26-40, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED 2170 AND 2202 SOUTH 5600 WEST

Steve Pastorik, CED Director, discussed proposed Ordinance 26-40 that would amend the Zoning Map to show a Change of Zone from LI (Light Industrial) to M (Manufacturing) for

property located at 2170 and 2202 South 5600 West.

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

> The applicant is proposing to develop two industrial buildings that total 201,744 square feet on the subject property. The applicant describes these buildings as "Class A tilt-up industrial buildings." Access will be from Lester Street (5700 West) to the south. UDOT has indicated that access will not be granted onto 5600 West on the east side of the property. If this zone change application is approved, a conditional use permit will be required since the property is over 10 acres in area (Section 7-6-307).
>
> The primary reason for this zone change is related to a design requirement in the LI zone which states: "Overhead doors shall not be oriented toward High-Image Arterial Streets as listed in Section 7-10-102." The M zone does not include this design requirement. In this case, the subject property is adjoining three High-Image Arterial Streets – 5600 West to the east, SR-201 to the north, and Mountain View Corridor to the west. The largest of the two buildings is placed diagonally on the site where the loading docks face southwest toward Mountain View Corridor.

ACTION: RESOLUTION 26-129, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH STUART DEVELOPMENT, LLC FOR APPROXIMATELY 13.57 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2170 AND 2202 SOUTH 5600 WEST

Steve Pastorik, CED Director, discussed proposed Resolution 26-129 that would amend the Zoning Map to show a Change of Zone from LI (Light Industrial) to M (Manufacturing) for property located at 2170 and 2202 South 5600 West.

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

> The applicant is proposing to develop two industrial buildings that total 201,744 square feet on the subject property. The applicant describes these buildings as "Class A tilt-up industrial buildings." Access will be from Lester Street (5700 West) to the south. UDOT has indicated that access will not be granted onto 5600 West on the east side of the property. If this zone change application is approved, a conditional use permit will be required since the property is over 10 acres in area (Section 7-6-307).
>
> The primary reason for this zone change is related to a design requirement in the LI

zone which states: "Overhead doors shall not be oriented toward High-Image Arterial Streets as listed in Section 7-10-102." The M zone does not include this design requirement. In this case, the subject property is adjoining three High-Image Arterial Streets – 5600 West to the east, SR-201 to the north, and Mountain View Corridor to the west. The largest of the two buildings is placed diagonally on the site where the loading docks face southwest toward Mountain View Corridor.

Councilmember Wood asked how the property would be accessed. Steve replied from the cul-de-sac. Councilmember Harmon noted that there is a significant elevation change. Steve replied that the applicant will need to obtain a conditional use permit and drainage, grading, etc. will be more closely evaluated at that time.

The City Council will consider Ordinance 26-40 and Resolution 26-129 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

C. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-3-2026, FILED BY NORM DAHLE, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 6379 WEST 2501 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled October 27, 2026 in order for the City Council to hear and consider public comments regarding Application Z-3-2026, Filed by Norm Dahle, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 6379 West 2501 South.

Proposed Ordinance 26-41 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE 26-41, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 6379 WEST 2501 SOUTH

Steve Pastorik, CED Director, discussed proposed Ordinance 26-41 that would amend the Zoning Map to show a Change of Zone from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for property located at 6379 West 2501 South.

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

The applicant provided the following description of the proposed use: "The Owner's

proposed use for the property is fenced with limited parking for heavy trucks and the open storage of industrial electrical equipment and materials, i.e., conduit and raceways, wire and cable, transformers, light poles, switch gear, underground utility equipment, etc." Outside storage is a conditional use in the M zone. If this application is approved, a conditional use permit will be required for the outside storage use.

The applicant's letter also addresses surfacing and landscaping. If this zone change application is approved, surfacing, landscaping, and other site review issues like drainage will be addressed as part of the conditional use application.

Mayor Lang asked if there will be screening. Steve replied that fencing would be discussed at the Conditional Use phase but noted that screening is typically only required when the use is next to areas of public view. Mayor Lang asked if there would be a road built to the north to access the property. Steve replied that there is no public street planned next to this and any access would be more of a private internal circulator. Mayor Lang noted that that the grade seemed elevated. Steve replied that he didn't note a significant change in topography. Councilmember Christensen asked if the owners will obtain the remnant to the north. Steve replied that the property to the north is part of the ARA development. Steve noted that the other "L" shaped parcel will be used for storm water.

The City Council will consider Ordinance 26-41 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

Councilmember Whetstone arrived electronically at 4:45 PM.

RESOLUTION 26-130: ENTER INTO A DEVELOPMENT AGREEMENT WITH WASATCH HIGHBURY QOZ BUSINESS, LLC FOR APPROXIMATELY 26.34 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5035 WEST LAKE PARK BLVD

Steve Pastorik, CED Director, presented proposed Resolution 26-130 that would authorize the City to enter into a development agreement with Wasatch Highbury QOZ Business, LLC.

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

This resolution authorizes a development agreement between the City and Wasatch Highbury QOZ Business, LLC to establish minimum standards for a residential development at 5035 West Lake Park Blvd.

The property owner, Wasatch Highbury QOZ Business, LLC, has requested a development agreement on 26.34 acres of property within the Highbury neighborhood. This property was included with other now developed property (a total of 98 acres) in a development agreement with Ivory Development back in 2008. If approved, the proposed agreement would replace

the 2008 agreement for the 26.34 acres only.

The 2008 agreement anticipated 69 townhomes, 89 parkside homes (homes with garages in the rear placed on small lots), private streets, common open space, a clubhouse, and three undefined amenities on the property. Minimum finished unit sizes, materials, and elevations were included for the housing. Basements were to be included in all units.

The proposed agreement calls for 69 townhomes, 89 parkside homes (with a mix of front and rear loaded garages), private streets, common open space, a clubhouse, a pool, pickleball courts, a pavilion, and pergolas on the property. Minimum finished unit sizes are larger than originally proposed. New elevations and materials for all housing units are proposed. Given water table issues, basements are only proposed for the parkside homes along the south side of the property where the property is elevated.

Councilmember Wood asked why the basements were removed. Steve replied these were eliminated due to the water table in the area. Councilmember Wood asked if this property would connect to the proposed subdivision that is zoned RE. Steve replied yes and noted that subdivision application is currently scheduled with the Planning Commission.

Councilmember Christensen stated that he thought the private streets were no longer an option. Steve replied that there was no prohibition on private streets at the time of the original development agreement and they want to maintain that portion of the agreement. He added that there are some units in the proposed new agreement that would access a public street.

Mayor Lang asked if there is enough visitor parking. Steve replied that they do meet the 4.75 He explained that some of the mansion-style homes along the east side of the property would share driveways, requiring an exception to the standard driveway parking requirements. He noted that the developer would still meet the required 4.75 parking spaces per unit by providing additional parking nearby. The shared driveway design would prevent garages from lining up in a row while maintaining the overall parking requirements.

Councilmember Harmon acknowledged the amount of parking provided throughout the development but expressed hope that the project could have also helped address parking concerns associated with the nearby charter school.

Mayor Lang expressed concerns that connecting the development to the surrounding neighborhood could redirect charter school pickup traffic into residential streets, creating congestion and impacting existing residents. She noted that the close proximity of the driveways could create safety concerns and that afternoon school pickup lines already extend far enough to potentially block access to the development. She acknowledged the benefit of extending sidewalk, curb, and gutter improvements but emphasized the need to consider existing traffic and parking challenges associated with the

charter school.

The City Council will consider 26-130 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

RESOLUTION 26-131: APPROVE THE PURCHASE OF EVENT CHAIRS FOR THE UTAH CULTURAL CELEBRATION CENTER

Craig Thomas, Community Engagement and Culture Director, presented proposed Resolution 26-131 that would approve the purchase of event chairs for the Utah Cultural Celebration Center.

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

> The Utah Cultural Celebration Center needs to purchase event chairs to support ongoing public, private, cultural, and City-sponsored events at the facility.
>
> MityLite Inc. provided a quote for 850 Classic Square Open Chairs at $133.00 each, for a total quote amount of $113,050.00. The quote reflects Utah State Contract pricing and includes freight from dock to dock. Sales tax is listed as $0.00.
>
> This purchase will facilitate the replacement of the chair inventory used for main level seating only. The lower level will continue to use the existing older inventory as part of a phased replacement approach until additional funding can be secured.
>
> The Utah Cultural Celebration Center relies on banquet seating to support facility rentals, community events, cultural programs, and internal City functions. Replacing this portion of the chair inventory will help maintain safe, consistent, and professional seating for events while addressing the age and condition of chairs that have been in service for approximately two decades.

The City Council will consider 26-131 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

RESOLUTION 26-132: APPROVE A LEASE AGREEMENT BETWEEN THE CITY AND PACIFICORP FOR PROPERTY LOCATED AT APPROXIMATELY 2048 WEST 3100 SOUTH

Jonathan Springmeyer, RDA Director, presented proposed Resolution 26-132 that would approve a Lease Agreement between the City and PacifiCorp for property located at approximately 2048 West 3100 South.

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

Agreement for a renewal lease agreement between the City and PacifiCorp for the area within Lot D which falls within the power line corridor owned by PacifiCorp. Annual lease rate is $9,972.00 and increases 3% annually throughout the term and extension periods. Agreement is for five years, with three consecutive 5-year renewals.

PacifiCorp owns a portion of the land used by the Maverik Center for parking in what is known as "Lot D". City has leased this land from PacifiCorp since 1997. In 2016 the lease rate was $7,200 and the term ran through September 30, 2026. The proposed rate of $9,972 was calculated by increasing the original rate by the 38.5% inflation rate over the past ten years. The term of the lease is five years with three consecutive 5-year extensions.

Mayor Lang asked if the cost is offset by the parking charge on the tickets. Jon replied yes. Mayor Lang asked if UTA uses the parking stalls as well. Jon replied yes and noted the City has a subcontract with UTA.

The City Council will consider 26-132 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

RESOLUTION 26-133: AUTHORIZE THE PURCHASE OF TWO AMBULANCE REMOUNTS AND RELATED EQUIPMENT FROM FRAZER, LTD.

John Evans, Fire Chief, presented proposed Resolution 26-133 that would authorize the purchase of two ambulance remounts and related equipment from Frazer, LTD.

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

This issue paper seeks authorization to remount two existing ambulance patient compartments onto new chassis and purchase two Stryker XT stretchers with MTS load systems. The purchase also includes three years of Stryker ProCare coverage for preventative maintenance, repairs, and replacement parts. Available trade-in credits will be applied toward the purchase.

The cost of one new ambulance patient compartment in 2025 was $229,225. This cost does not include the chassis, stretcher, or load system. By comparison, the cost to remount an existing ambulance patient compartment onto a new chassis is $105,250. Remounting the Department's existing ambulance patient compartments represents a savings of $123,975 per ambulance, or $247,950 for two ambulances, compared with purchasing two new patient compartments. The existing patient compartments remain in good condition and can continue to provide years of service when installed on new chassis.

The Department's front-line ambulance fleet currently utilizes Stryker XT stretchers with MTS load systems. These systems have performed well and have proven superior to the

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Department's previous stretcher systems. Purchasing the same equipment for these two ambulances will standardize stretchers and load systems across the front-line ambulance fleet. Standardization will improve equipment consistency, training, familiarity, and interoperability between ambulance crews.

The City Council will consider 26-133 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

RESOLUTION 26-134: APPROVE THE PURCHASE OF A VEHICLE AND RELATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT

John Evans, Fire Chief, presented proposed Resolution 26-134 that would approve the purchase of a vehicle and related equipment for use by the Fire Department.

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

This issue paper seeks authorization to purchase one Ford F-350 4x4 chassis for the purpose of replacing the temporary F150 that is functioning as Squad 72. This truck has over 140,000 miles and was not designed for this type of response.

On January 1 this year the department implemented a program to relieve some of the wear and tear on our heavy apparatus (Fire Engines and Ladder trucks). We put in service a 2026, F350 pickup truck staffed with 2 personnel, called a Squad. It covers less urgent medical calls (priority 2) so that we don't put as much wear on heavy apparatus. Squad 73 was able to cover priority 2 type calls for Ladder 73, and Engine 75. It has proven to be a huge success. The squad has taken 33% of the workload for each apparatus.

This squad concept was so successful that on July 1 we added a second squad and placed it at station 72. It is called Squad 72 and covers those same priority 2 medical calls for Engine 72, and Tower 74. We are seeing the same success with this squad. However, to start Squad 72 we utilized a high mileage light fleet vehicle (F150) that was about to be decommissioned. We knew we would have to get a replacement quickly, but we wanted to make sure the squad concept was really going to work at this station too before purchasing a new vehicle. Due to the great success we are seeing, we would now like to purchase that replacement vehicle.

The City Council will consider 26-134 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

RESOLUTION 26-135: APPROVE THE PURCHASE OF TWO FORD F-550 CHASSIS FOR USE BY THE FIRE DEPARTMENT

John Evans, Fire Chief, presented proposed Resolution 26-135 that would approve the purchase of two Ford F-550 chassis for use by the Fire Department.

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

> Over the past several years, the West Valley City Fire Department has worked to update and standardize its ambulance fleet with 14-foot ambulances. While the ambulance patient compartments (boxes) remain in relatively good condition, the current chassis have accumulated high mileage and are approaching the end of their useful service life. The Department has identified two ambulances for chassis replacement: ambulance ICN 731571, which currently has more than 160,000 miles, and ambulance ICN 731558, which currently has more than 180,000 miles. Both of these ambulances are currently equipped with two-wheel-drive chassis. The new chassis will be four-wheel drive, providing improved traction and vehicle capability during adverse weather and road conditions.
>
> Remounting the existing ambulance boxes onto new four-wheel-drive chassis will extend the service life of these ambulances, improve their operational capabilities, and allow the Department to continue utilizing patient compartments that remain in good condition.

Mayor Lang shared an example of an emergency response in her neighborhood, noting that a smaller emergency response vehicle was able to maneuver more easily than a fire engine. She expressed support for the program, citing the operational benefits of smaller response vehicles.

Councilmember Harmon asked if response times are quicker. Chief Evans replied that they do help a little and explained that the smaller emergency response units are primarily dispatched to low-acuity calls, while larger apparatus continue to respond to critical emergencies due to their personnel and equipment capabilities. He noted that the smaller units also respond to fires within their service areas to provide additional firefighting personnel.

The City Council will consider 26-135 at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR OCTOBER 27, 2026

A. **RESOLUTION 26-136: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM MARLIN AND CONNIE BAER FOR PROPERTY LOCATED AT 4007 SOUTH JESTER DRIVE**

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

> The Daniel W. Spendlove and Christine Spendlove property located at 4007 S. Jester Drive 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 $9,600.00 plus closing costs. The city portion of the matching funds on the project ($649.92) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

B. **RESOLUTION 26-137: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL EASEMENT WITH AND FROM CHARLES BYTHEWAY FOR PROPERTY LOCATED AT 3978 SOUTH PHAROAH ROAD**

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

The Charles Bytheway property located at 3978 S. Pharaoh Road is one of several properties affected by the 3900 South; Redwood Road to Jordan River Bridge Project. This project is a joint project with Taylorsville City. This project will construct curb, gutter, sidewalk, textured colored concrete park strip, street lighting, decorative concrete wall and landscaping along 3900 South.

The project is being funded under the Surface Transportation Program (STP) with federal funds. West Valley City executed the Federal Aid Agreement between UDOT and Federal Highways. An inter-local agreement has been signed between West Valley City and Taylorsville City. The city is responsible for 6.77% of all project costs, including right of way. The total cost for the Perpetual Easement and Temporary Construction Easement is $8,500.00. The city portion of the matching funds on the project ($575.45) will be paid to UDOT. Compensation for the purchase of the Perpetual Easement and Temporary Construction Easement based upon the administrative compensation estimate by the DH Group, LLC.

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C. **RESOLUTION 26-138: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM VICTOR M. ROBLES HERRERA FOR PROPERTY LOCATED AT 6949 WEST 3500 SOUTH**

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

> The Victor M. Robles Herrera property located at 6949 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist. Mr. Herrera had previously signed an Easement Purchase Agreement and a Temporary Construction Easement, however due to changes to the scope of the project, additional Temporary Construction Easement area was required.
>
> The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the additional Temporary Construction Easement and improvements in the amount of $2,000.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

D. **RESOLUTION 26-139: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM NOOR A. MAALIM AND SAADIA MOHAMUD FOR PROPERTY LOCATED AT 4013 WEST WESTLAKE AVENUE**

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

> The Victor M. Robles Herrera property located at 6949 West 3500 South is one of eight properties affected by the construction of curb, gutter, sidewalk and asphalt widening for the 3500 South 7000 West Safe Sidewalk Project. As part of this project, curb, gutter, sidewalk, textured colored concrete park strip and asphalt widening will be constructed from 7015 West to 6885 West where these improvements do not currently exist. Mr. Herrera had previously signed an Easement Purchase Agreement and a Temporary Construction Easement, however due to changes to the scope of the project, additional Temporary Construction Easement area was required.

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The Temporary Construction Easement will allow for construction adjacent to the property owned by the property owner. Compensation for the additional Temporary Construction Easement and improvements in the amount of $2,000.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

The City Council will consider these items at the Regular Council Meeting scheduled October 27, 2026 at 6:30 P.M.

AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF OCTOBER 27, 2026
The Council chose to add no items to the Consent Agenda for the October 27, 2026 Regular City Council Meeting at 6:30 PM.

COMMUNICATIONS

A. TOW ROTATION UPDATE

Eric Bunderson, City Attorney, presented a PowerPoint Presentation summarized as follows:

- Tow Rotation Update- Timeline
  - November 2, 2026 – Post Requests for Application on State Website
  - November 2, 2026- November 23, 2026 Question period/Bid open
  - November 23, 2026 – Bid close
  - December 1, 2026 – Bid selection
  - January 1, 2027 – New rotation
- Tow Rotation Update- Requirements
  - Current Criteria
  - City Vehicle/Requests
  - No lobbying clause?

Eric provided an update on the City's towing contracts, noting that the existing agreements with 13 companies had been extended through December 31, 2026, with the possibility of adding seven additional companies to accommodate winter weather demands. He outlined plans to rebid the towing rotation beginning November 2, with bids closing November 23, evaluations and inspections beginning December 1, and new contracts taking effect January 1, 2027. Eric explained that the proposed rotation would combine non-consent tows and City-initiated tows, including City vehicle breakdowns, evidence seizures, parking and code enforcement, recreational vehicles, and Public Works requests. The proposed rotation would include up to 20 qualified companies, with a randomized selection process if more than 20 qualified bids were received. He also proposed establishing flat-rate pricing for City vehicle tows, requiring continued use of TowPro, strengthening contract enforcement provisions, and implementing one-year contracts with automatic renewals. Eric requested that Councilmembers direct any

inquiries from towing companies to the designated towing coordinator to ensure a fair and transparent bidding process.

Councilmember Christensen asked what actions would be taken if inappropriate conduct by towing companies was identified. Eric explained that the City would not intervene in disputes between private towing companies but would remove companies from the rotation for violations of their contracts. He emphasized that participating companies must maintain a tow yard within West Valley City and respond promptly to towing requests. Repeated delays or refusals to provide service could result in removal from the rotation under the proposed contract provisions.

Mayor Lang asked if the bid process would allow enough time for companies to respond. Eric replied yes.

The Mayor and City Council had no further questions.

B. COMMERCIAL DESIGN STANDARDS

Steve Pastorik, CD Director, presented a PowerPoint presentation summarized as follows:

- Commercial Design Standards
  - The ordinance was first adopted in 2004 (Ordinance 04-33).
  - While changes have been made since 2004, the standards are largely the same as those in the original ordinance.
  - The intent at the time was improve the quality of commercial development.
- Ordinance Sections
  - Applicability
  - Single Building Orientation
  - Multiple Building Orientation
  - Pad Sites
  - Pedestrian Access and Circulation
  - Connecting the Site with Surroundings
  - Building Materials
  - Building Colors
  - Assessment of Building and Roof Treatments
  - Building Relief Treatments
  - Building Design Treatments
  - Roof Treatments
  - Drive-Through Window Standards
  - Merchandise Display Areas
  - Screening
- Building Materials
  - No more than 50 percent of any exterior wall of a Commercial Building exterior can be metal.

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    - At least 50 percent of the Primary Façade of any Commercial Building must be masonry. All other Façades of the Building must be 35 percent masonry. For the purposes of this section, masonry shall include stucco, EIFS, stone, fiber cement siding, architectural concrete, brick and concrete block that is colored, painted or textured.
- Building Relief Treatments
    - Vertical architectural treatments like columns
    - Building setbacks, offsets, or projections
    - Primary customer entrance
    - Arcades or colonnades
    - Awnings associated with windows and/or doors
- Building Design Treatments
    - Color change
    - Texture/material change
    - Architectural banding
    - Pattern change
    - Windows covering at least 40% of the façade
    - Arches
    - Ornamental details
- Roof Treatments
    - Decorative parapets
    - Three-dimensional cornice
    - Roof overhangs
    - Sloping roof with at least a 4:12 pitch
    - Two or more roof planes
    - Roof projections
- 5600 West Overlay Zone
    - Equal design emphasis on all elevations
    - Only the following materials are allowed:
        - Masonry (brick, stone, concrete block that is colored, painted, or textured, stucco/EIFS, fiber cement siding, and architectural concrete);
        - Architectural metal panels/siding;
        - Ceramic tile;
        - Faux wood composites
    - Windows are required on street-side façade

Councilmember Harmon praised the architectural design of Bricks Corner and expressed interest in establishing similar design standards along major corridors, including 5600 West, 3500 South, and 2700 West. He suggested considering an overlay zone to encourage higher-quality architectural design and enhance the appearance of future development and redevelopment along these thoroughfares. Steve explained that while some developments easily meet the City's

architectural standards, others require additional design elements to achieve compliance. He suggested that, rather than creating an overlay zone, the City could consider strengthening commercial design standards citywide. He requested Council feedback on specific architectural features of Bricks Corner or other developments that could be incorporated into updated standards.

Councilmember Wood asked what staffs opinion is. Steve noted that the City's commercial architectural standards have significantly improved building design but have not been updated as frequently as the multifamily standards. He suggested reviewing examples of desirable buildings to identify architectural elements that could be incorporated into updated standards while maintaining flexibility in design styles and avoiding uniform development. Steve emphasized the importance of balancing higher architectural standards with development costs, noting that overly restrictive or expensive requirements could discourage future development.

Councilmember Harmon expressed support for higher development standards, noting that lower expectations in the past had resulted in lower-quality development. He emphasized the importance of raising expectations to improve the quality of future development throughout the City. Mayor Lang agreed.

Councilmember Wood expressed support for the City's existing commercial design standards, citing the Alpine Storage redevelopment as an example of their effectiveness. She emphasized the importance of considering a building's intended use when evaluating architectural requirements and cautioned against imposing overly restrictive standards that could discourage businesses from locating in the City.

Steve noted that advances in building materials, particularly architectural metal panels, have created additional design options. He suggested reviewing the City's commercial design standards to allow greater flexibility in the use of modern, high-quality building materials.

Councilmember Nordfelt stated that he doesn’t see the need for any major change and that many of the problem buildings were constructed prior to this ordinance in 2004.

After brief discussion, the Council agreed to look into potential design standard changes.

The Mayor and City Council had no further questions.

C. COUNCIL CALENDAR

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

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

DRAFT

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Nordfelt requested a discussion regarding Development Agreements and potentially applying expiration dates.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN

Councilmember Christensen stated that the Farmers Market ended another successful season.

MAYOR LANG

Mayor Lang noted that she attended the University of Utah Hospital topping off and the Firefighter Chili Cookoff event.

COUNCILMEMBER WOOD

Councilmember Wood stated that she attended the Les Schwab grand opening.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL THE STUDY MEETING ON TUESDAY OCTOBER 13, 2026 WAS ADJOURNED AT 5:57 PM BY MAYOR LANG.

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, October 13, 2026.

_____

Nichole Camac, MMC
City Recorder

DRAFT

Last Name	First Name	Position
KNORR	RODY	BUILDING INSPECTOR
TORRES-ARIAS	J. AURELIANO	FFC GENERAL MAINTENANCE
DONOSSO	YVETTE	ATTORNEY IV
WEAVER	SHANE	ATTORNEY
TORRES	CARLOS	FACILITIES GENERAL MAINTENANCE
SINGER	MEG	EVENT SUPERVISOR
NETONGO	NJOMI	JUSTICE COURT JUDICIAL ASSISTANT I
HOPKINS	STEVE	OPERATOR I
LAVELL	IKA	OPERATOR I
JUGGANAIKLOO	LANI	COMMUNITY ENGAGEMENT SPECIALIST
CROCKER	KENNY	FACILITY CUSTODIAN- UCCC

WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 27, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Nordfelt

4. Approval of Minutes:

   A. October 13, 2026

5. Public Comment Period:

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

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

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

6. Public Hearings:

A. Accept Public Input Regarding a Consolidated Annual Performance and Evaluation Report

Action: Consider Resolution 26-128, Approve a Consolidated Annual Performance and Evaluation Report

B. Accept Public Input Regarding Application Z-2-2026, Filed by Stuart Development, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2170 and 2202 South 5600 West

Action: Consider Ordinance 26-40, Amend the Zoning Map to Show a Change of Zone from LI (Light Industrial) to M (Manufacturing) for Property Located 2170 and 2202 South 5600 West

Action: Consider Resolution 26-129, Authorize the City to Enter into a Development Agreement with Stuart Development, LLC for Approximately 13.57 Acres of Property Located at Approximately 2170 and 2202 South 5600 West

C. Accept Public Input Regarding Application Z-3-2026, Filed by Norm Dahle, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 6379 West 2501 South

Action: Consider Ordinance 26-41, Amend the Zoning Map to Show a Change of Zone from A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 6379 West 2501 South

7. Resolutions:

A. 26-130: Enter into a Development Agreement with Wasatch Highbury QOZ Business, LLC for Approximately 26.34 Acres of Property Located at Approximately 5035 West Lake Park Blvd

B. 26-131: Approve the Purchase of Event Chairs for the Utah Cultural Celebration Center

C. 26-132: Approve a Lease Agreement Between the City and Pacificorp for Property Located at Approximately 2048 West 3100 South

D. 26-133: Authorize the Purchase of Two Ambulance Remounts and Related Equipment from Frazer, LTD.

E. 26-134: Approve the Purchase of a Vehicle and Related Equipment for Use by the Fire Department

F. 26-135: Approve the Purchase of Two Ford F-550 Chassis for Use by the Fire Department

8. Consent Agenda:

A. Reso 26-136: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement and Perpetual Easement With and From Marlin and Connie Baer for Property Located at 4007 South Jester Drive

B. Reso 26-137: Authorize the City to Enter into a Real Estate Purchase Contract and Accept a Temporary Construction Easement and Perpetual Easement With and From Charles Bytheway for Property Located at 3978 South Pharoah Road

C. Reso 26-138: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Victor M. Robles Herrera for Property Located at 6949 West 3500 South

D. Reso 26-139: Authorize the City to Enter into a Right-of-Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Noor A. Maalim and Saadia Mohamud for Property Located at 4013 West Westlake Avenue

9. Motion for Closed Session (if necessary)

10. Adjourn

West Valley City Issue Paper

City Council Review

Description: Zone Text Change

Fiscal Impact: $0

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

Issue:

Application #: ZT-6-2026
Applicant: West Valley City
Request: A change to the City's Zoning Ordinance by amending Section 7-2-114 to prohibit chain link fences in all front yards except those within the M (Manufacturing) zone.

Summary:

At the City Council's request, staff is proposing a change to amend Section 7-2-114 to prohibit the installation of any new chain link fences in all front yards except those within the M zone.

Background:

The City Council recently adopted Ordinance 26-33 which addressed fencing in the front yards of properties along 4100 South. Prior to the adoption of this ordinance, black ornamental iron or aluminum metal fences were required in the front yards of properties along 4100 South. Ordinance 26-33 removed this requirement and opened other fence options except for chain link fences along 4100 South.

Following the adoption of Ordinance 26-33, the Council asked staff to explore options to further restrict chain link fences. During the City Council study meeting on August 25, 2026, staff presented two options:

- Option 1: Chain-link fences would be prohibited in front yards of properties that front on a High-Image Arterial Street.
- Option 2: Chain-link fences would be prohibited in all front yards except those within the M zone.

The Council preferred Option 2 and directed staff to begin an ordinance change. The Council's intent was to allow existing chain link fences to remain.

Recommendation: The Planning Commission recommends approval.

Department: Community Development
Submitted by: Steve Pastorik, Community Development Director
Date: 10/19/2026

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 10/19/2026

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-2-114 TO PROHIBIT CHAIN LINK FENCES IN FRONT YARDS EXCEPT THOSE IN THE M (MANUFACTURING) ZONE.

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

WHEREAS, the City desires to amend certain fencing regulations; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 7-2-114.

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

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

Section 2. Amendment. Section 7-2-114 is hereby amended as follows:

7-2-114. FENCES AND MASONRY WALLS.

(1) A six-foot-tall Fence may be constructed on or within property lines, as shown on the official plats maintained in the Office of the Salt Lake County Recorder, in Side and Rear Yards. This shall include Side Yards of Corner Lots. Permitted residential fencing materials are limited to vinyl, masonry, wrought iron style (metal), wood, and hedges, with chain-link permitted only in Side and Rear Yards. Fencing materials shall be of materials originally intended for fencing and shall not include materials intended for other purposes. Metal panels, barbed or razor wire, and livestock Fences are expressly prohibited in Residential Zones.

Livestock fencing is permitted only in an Agricultural Zone or for the containment of Animals in association with an approved residential Nonconforming Use of Animals. As of the effective date of this ordinance, chain link Fences are prohibited in all Front Yards except those within the M zone.

(2) In Front Yards, a 20-foot setback from the front property line shall be maintained for Fences over four feet in height. Fences four feet or less in height which are at least 50 percent transparent are allowed up to the front property line or, if a Sidewalk exists, up to the Sidewalk. No solid Fence over three feet in height shall be allowed closer than 20 feet to the front property line.

(3) Residential properties along Major or Minor Arterials shall adhere to either of the following regulations:

a. Hedges shall be permitted up to the property line that is adjacent to an Arterial Street or, if a Sidewalk exists, up to the edge of the Sidewalk. Hedges shall exclude poisonous, noxious, thorn-bearing, and fruit-bearing plant materials. Hedges shall be limited to six feet in height. Hedges shall be trimmed and maintained and shall not be permitted to grow into the public Right-of-way; or

b. Fences or walls shall be no taller than six feet in height and shall be set back a minimum of 10 feet from the front property line. The 10-foot front setback area between the public Right-of-way and the Fence or wall shall be maintained with Landscaping that contains a minimum of 50 percent live plant material and shall be kept weed free.

~~(4) For properties with frontage on 4100 South, no new Fences constructed in the Front Yard shall be chain link.~~

~~(5)~~(4) *Fence Height.* Where there is a difference in the Grade of the properties on either side of a Fence or wall, the height of the Fence or wall shall be measured from the average Grade of the higher property. Average Grade shall be established based on elevations of finish Grade within five feet of the proposed Fence line. When a retaining wall exists at the property line, Fence height may be measured from the higher side of the wall. A Sound Wall may exceed the height standards when constructed next to a Major Arterial Street or Freeway. In the M zone, barbed wire atop a Fence constructed in compliance with all applicable ordinances shall not count toward Fence height.

~~(6)~~(5) When requested, the Zoning Administrator may grant a waiver or modification of any

height requirements of this Section upon finding that the waiver or modification will not circumvent the intent of the requirements.

~~(7)~~(6) All Fences shall be maintained in good condition, at all times, by the Owner or occupant of the property. Fence maintenance shall meet the following standards:

a. The Fence must be free of damage, breaks or missing components or parts.

b. Areas of the Fence that are leaning more than 20 degrees from vertical, buckling, sagging or deteriorating must be repaired or replaced with materials and color similar to its original construction.

c. The area at the base must be kept free of debris and neatly trimmed.

d. Where fencing has been previously painted and there are areas of chipping, peeling, scaling or missing paint equal to or greater than 20 percent of the Fence surface, then the surface must be repainted or stripped of all paint.

e. Wrought iron style (metal) Fences shall be treated in a manner to prevent rust.

~~(8)~~(7) Masonry Walls required in this Title shall meet the following minimum thicknesses:

a. Four inches for precast concrete; and

b. Six inches for concrete block, stone, or brick.

~~(9)~~(8) Masonry Walls required in Sections 7-7-119 and 7-13-705 shall meet the following requirements:

a. The wall shall be constructed of precast concrete posts and panels using the Ashlar Slate pattern.

b. The base paint color to be applied to the entire wall shall be Balanced Beige (Sherwin Williams 7037). The sponge color to be applied to the patterned portion of the wall shall be Smokehouse (Sherwin Williams 7040).

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.

Section 5. Revisor's Instruction. It is intended that the reference to "the effective date of this ordinance" be replaced in the West Valley City Municipal Code with the actual date on which this Ordinance becomes effective.

PASSED and APPROVED this _____ day of _____, 2026.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-6-2026
West Valley City
A zone text change to amend the zoning ordinance to prohibit chain link fences in front yard except those within the M zone

Staff is proposing a zoning ordinance amendment to change 7-2-114 of the Zoning Ordinance to prohibit chain link fences in front yards except those within the M (Manufacturing) zone. The actual language proposed for the ordinance is “Chain link fences are prohibited in all Front Yards except those within the M zone.”

The City Council recently adopted Ordinance 26-33 which addressed fencing in the front yards of properties along 4100 South. Prior to the adoption of this ordinance, black ornamental iron or aluminum metal fences were required in the front yards of properties along 4100 South. Ordinance 26-33 removed this requirement and opened other fence options except for chain link fences along 4100 South.

Following the adoption of Ordinance 26-33, the Council asked staff to explore options to further restrict chain link fences. During the City Council study meeting on August 25, 2026, staff presented two options:

- Option 1: Chain-link fences would be prohibited in front yards of properties that front on a High-Image Arterial Street.
- Option 2: Chain-link fences would be prohibited in all front yards except those within the M zone.

The Council preferred Option 2 and directed staff to begin an ordinance change. The Council’s intent was to allow existing chain link fences to remain.

Staff Alternatives:

1. Approval. The ordinance change should be approved.

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

3. Denial. This application should be denied.

Discussion: Steve Pastorik presented with the current code, referencing the last portion as the proposed addition. He added another clarifying point that in the final version there will be an addition of the phrase “as of the effective date of this ordinance.”

Acting Chair Durfee asked because the applicant is the City, if anyone from public had anything to weigh in on the matter and there was no response. He continued discussing

with Steve to clarify the only addition would be the final line. Steve confirmed that the Commission can make the motion to approve the update understanding there will be a revision.

Commissioner Ramirez wanted clarification of the second sentence in the code that currently includes chain link which conflicts with the final line that chain link is prohibited. Steve clarified that chain links are still allowed in the M zone as there are substantial M zones in the city. Steve agreed and moving forward will modify that specific sentence to avoid confusion.

Motion: Commissioner Ramirez motioned to approve ZT-6-2025. Commissioner Matagi seconded. A voice vote was taken, and all were in favor of the motion.

UNANIMOUS—ZT-6-2026—APPROVED

ZT-6-2026

- Applicant: West Valley City
- Request: A change to the City's Zoning Ordinance by amending Section 7-2-114 to prohibit chain link fences in front yards except those within the M (Manufacturing) zone.
- Staff: Steve Pastorik

West Valley City Issue Paper

City Council Review

Description: *New 3-year Contract for Federal Lobbying Firm*

Fiscal Impact: $90,000 annually

Funding Source: *Funded*

Account #: *10-4010-40310*

Budget Opening Required ☐

Issue:
New 1-year contract (automatically renews for 2 additional years unless canceled, making this effectively a 3-year contract) with the Federal lobbying firm, Hamm Consulting Group.

Summary:
West Valley City has had a good partnership, for over 20 years, with Hamm Consulting Group on all Federal lobbying efforts. Through the years, this partnership has included facilitating connection and meetings with our Utah Senators and Representatives in Salt Lake City as well as in Washington, DC. This new contract would continue to increase our Federal presence. These efforts would include working on federal legislation which could affect West Valley City as well as working towards seeking appropriation bills and grants which can be awarded to the City.

Background:
The Hamm Consulting Group is a well respected federal lobbying firm. They have developed strong relationships with legislators from all over the country. They have a strong working relationship with our local delegation and have been able to secure meetings with WVC employees and our legislators in Washington, DC as well as here in Utah.

This is essentially a renewal of an existing contract and because of that, funding is already in place and no additional funds are needed.

Recommendation: Approve Hiring of Hamm Consulting Group as the WVC Federal lobbying firm.

Department: Communications
Submitted by: Sam Johnson
Date: October 20, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HAMM CONSULTING GROUP.

WHEREAS, the City requires assistance with certain governmental relations tasks; and

WHEREAS, Hamm Consulting Group is a qualified firm willing to perform said professional services for the City; and

WHEREAS, an Agreement (the "Agreement") has been prepared by and between the City and Hamm Consulting Group setting forth the terms on which said services shall be rendered; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

AGREEMENT

WEST VALLEY CITY, UTAH

AND

HAMM CONSULTING GROUP

This AGREEMENT is made this 7th day of November, 2026, by and between West Valley City, a municipal corporation of the state of Utah, located at 3600 Constitution Boulevard, West Valley City, Utah (hereinafter referred to as the "City") and the Hamm Consulting Group, a limited liability company located at 42997 Lago Stella Place, Ashburn, Virginia 20148 (hereinafter referred to as the "Washington Representative"). Pursuant to this Agreement, the City and the Washington Representative agree to the following obligations:

1. **OBLIGATIONS OF THE HAMM CONSULTING GROUP**

   a. The Hamm Consulting Group will serve as the City's Washington Representative in Washington, D.C.
   b. The Washington Representative will confer with the City Manager and such other City personnel as the City Manager may designate at times and places mutually agreed upon by the City Manager and the Washington Representative on all organizational planning and program activity that bears on the City's ability to make the best use of federal aid programs.
   c. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other Washington developments to advise the City of those items that may affect City policy or programs.
   d. The Washington Representative will secure and provide such detailed information as may be available on federal programs in which the City indicates interest.
   e. The Washington Representative will review and comment on proposals prepared by the City for submission to federal agencies when requested to do so by the City Manager.
   f. The Washington Representative will maintain liaison with the City's Congressional delegation and will assist the delegation with any matter the City determines to be in its best interest, in the same manner as any other member of the City's administrative staff might render assistance.
   g. The Washington Representative will advise the City on appearances by City personnel before Congressional committees and administrative agencies and will arrange appointments and accommodations for City personnel as necessary.
   h. The Washington Representative will contact federal agencies on the City's behalf prior to the City's submission of grant applications to such agencies and otherwise take whatever steps are required to obtain the most favorable consideration of such applications.

i. In fulfilling responsibilities under this Agreement, the Washington Representative will act in the name of West Valley City, Utah, and with the title of Washington Representative to the City Manager.
j. The Washington Representative shall pay all travel, long-distance phone, document production, and incidental expenses incurred in connection with the performance of this Agreement.

2. **OBLIGATIONS OF THE CITY.**

a. This Agreement shall commence upon execution by the parties and shall continue for a term of one year; thereafter, this Agreement shall automatically renew for two additional one-year terms, subject to Section 4 of this Agreement.
b. The City will pay the Washington Representative $90,000 for each one-year term of the Agreement, payable in monthly installments for all terms.
c. The City will advise the Washington Representative of the name or names of persons other than the City Manager authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
d. The City will supply the Washington Representative with a summary of all federal programs in which the City is participating and will advise the Washington Representative of any new application filed, together with the pertinent details as to the substance of such applications.
e. The City will supply the Washington Representative with copies of budgets, planning documents, and regular reports from the City Manager and departments, Council agendas and proceedings, newspapers, and other materials to help the Washington Representative stay current on City policies and programs.

3. **WEST VALLEY CITY, UTAH AND THE HAMM CONSULTING GROUP CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THE TIDS AGREEMENT.**

The Washington Representative assigned to the City:

a. Will not represent the interests of local constituents to the City in the pursuit of federal business unless directed;
b. Will not represent the City before Congressional Committees or in any judicial or quasi-judicial hearing conducted by hearing boards or examiners of federal agencies, boards, or commissions;
c. Will not perform any legal, engineering, accounting, or other similar professional services.

4. Either party may terminate this Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the City:	West Valley City 3600 Constitution Blvd. West Valley City, Utah 84119
If to the Washington Representative:	The Hamm Consulting Group Attn: Ron Hamm, President 42997 Lago Stella Place Ashburn, VA 20148

(Signatures Follow)

WEST VALLEY CITY

_____
Mayor

_____
City Manager

ATTEST:

Approved as to form 10/19/2026
Brandon Hill

_____
City Recorder

HAMM CONSULTING GROUP

_____
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 Hamm Consulting Group and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its Members, and he/she acknowledged to me that said entity executed the same.

_____
Notary Public

WEST VALLEY CITY

www.wvc-ut.gov

Government Affairs Contract

Proposed WVC – Hamm Consulting Group

The Hamm Consulting Group - proposed contract

- The Hamm Group
  - Ron Hamm and Shirley Speidell are the lobbying leads for WVC
  - Group is headquartered in Washington, DC
  - Decades of experience, worked with WVC for 20+ years
  - Strong relationships with Utah Senators and Representatives
  - Annual contract for $90,000. 3-year contract but is renewed every year. 30-day notice to cancel

West Valley City Issue Paper

City Council Review

Description: Drone First Responder Program

Fiscal Impact: $0 in Year 1, $174,997.00 annually in years 2-6 if contract renewed after trial year

Funding Source:

Account #:

Budget Opening Required: **N**

Issue:
Execute a service agreement and addendum with Motorola Solutions Inc.

Summary:
This service agreement and addendum with Motorola Solutions Inc. will provide equipment, training, and related support services for a drone first responder program.

Background:

The City currently employs drones in law enforcement activity. Existing drone programs have offered additional surveillance and response capacity while reducing risk to officers and the public. More sophisticated products are available that allow additional functionality and support for officers in critical situations while improving response times and reducing unnecessary deployments. Newer drones such as those offered by Motorola are able to provide rapid response, surveillance, and deliver lifesaving devices such as AEDs and Narcan prior to first responder arrival.

Motorola's Drone First Responder Takeoff Program allows the Police Department to use the Guardian, Responder, and Lemur 2 drones with full installation and support services free of charge for one year. If the equipment is not useful or the City determines that the value is not sufficient, the City can cancel anytime during the first year at no cost. If the City elects to continue with the program beyond the first year, there is a five year commitment with an annual rate of $174,997.

Motorola has engaged in a competitive bidding process and has been awarded a contract through the Sourcewell interlocal purchasing cooperative to offer these products at the rates set forth.

Recommendation:

Approve the agreement and addendum.

Department: Police
Submitted by: Colleen Jacobs, Chief
Date: 10/20/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A SERVICE AGREEMENT AND ADDENDUM WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, the City desires to obtain equipment and services to support a drone first responder program; and

WHEREAS, Motorola Solutions, Inc. has been awarded a contract through an interlocal purchasing cooperative to provide said equipment and services; and

WHEREAS, a Service Agreement and Takeoff Program Addendum (collectively, the "Agreement") setting forth the duties of the City and Motorola Solutions, Inc. with regard to said equipment and services has been prepared by and between the parties; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to execute the Agreement and any other documents required to complete the project, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to, or has substantially the same functionality as, the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; Rave Alert, RapidSOS Service Data, Panic Button, or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms

Comparison Manager
Data licensed from Motorola
Drone related Products
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3.11. Beta Testing. If Motorola makes any beta version of a pre release Product ("Beta Product") available to Customer, Customer may choose to use such Beta Product at its own discretion, provided, however, that

Customer will use the Beta Product solely for purposes of Customer's evaluation of such Beta Product, and for no other purpose. Customer acknowledges and agrees that all Beta Products are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Product, in its sole discretion, and Motorola may discontinue any Beta Product at any time. Customer acknowledges that Beta Products, by their nature, have not been fully tested and may contain defects or deficiencies.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay,

the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or

remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death,

or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF $100 U.S. OR THE FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE FROM WHICH THE CLAIM AROSE. FOR RECURRING SERVICES, LIABILITY IS CAPPED AT THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS OR LOST REVENUE, REGARDLESS OF THE LEGAL THEORY, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola.

Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with “Beneficial Use” defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer’s payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola’s performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola’s affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document. For the purposes of this Agreement, "electronic signature" includes, but is not limited to, typed names, digital signatures, or "click-through" acceptances.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOTOROLA SOLUTIONS







WEST VALLEY CITY POLICE DEPARTMENT

West Valley City PD - Takeoff DFR

09/15/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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09/15/2026

WEST VALLEY CITY POLICE DEPARTMENT
3575 S MARKET ST.- 3RD FLOOR
WEST VALLEY CITY, UT 84119

RE: Motorola Quote for West Valley City PD - Takeoff DFR

We're excited to present the BRINC MSI Takeoff Program, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of
public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- Fit within real budgets with the first year at no cost
- Rely on technology built for first responders, not adapted from consumer or inspection hardware
- Integrate directly into existing Motorola systems like Command Central Software, radios and ALPR
- Include full training and support so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better
outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air prog ram. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,
Michael Poulos
Account Manager
Motorola Solutions

Billing Address:
WEST VALLEY CITY POLICE
DEPARTMENT
3575 S MARKET ST.- 3RD FLOOR
WEST VALLEY CITY, UT 84119
US

Quote Date:09/15/2026
Expiration Date:11/14/2026
Quote Created By:
Michael Poulos
Michael.Poulos@
motorolasolutions.com

End Customer:
WEST VALLEY CITY POLICE DEPARTMENT:
Ammon Fox
ammon.fox@wvc-ut.gov

Contract: 37372 - SOURCEWELL SOFTWARE-030425-MOT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	LEMUR 2 Safeguard Lite Takeoff	1	6 Years	$0.00	$0.00
Year 1 Subscription	BRINC	Responder Safeguard Lite Takeoff	1	6 Years	$0.00	$0.00
Year 1 Subscription	BRINC	Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh	1	6 Years	$0.00	$0.00
Sub Total:						**$0.00**
Year		Description				Annual Price
Year 2 Subscription		1 LEMUR 2 Safeguard Lite Takeoff 1 Responder Safeguard Lite Takeoff 1 Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh				$174,997.00
Year 3 Subscription		1 LEMUR 2 Safeguard Lite Takeoff 1 Responder Safeguard Lite Takeoff 1 Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh				$174,997.00
Year 4 Subscription		1 LEMUR 2 Safeguard Lite Takeoff 1 Responder Safeguard Lite Takeoff 1 Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh				$174,997.00
Year 5 Subscription		1 LEMUR 2 Safeguard Lite Takeoff 1 Responder Safeguard Lite Takeoff 1 Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh				$174,997.00
Year 6 Subscription		1 LEMUR 2 Safeguard Lite Takeoff 1 Responder Safeguard Lite Takeoff 1 Guardian Station-Based DFR w/ Safeguard Lite + HW Refresh				$174,997.00
	Grand Total					**$874,985.00**

Notes:
Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

BRINC will conduct quarterly check-in calls with the West Valley Police Department throughout the trial period to review performance and address questions. No later than 30 days prior to the trial end date, BRINC will schedule a mandatory review meeting with the West Valley Police Department leadership to confirm trial results and determine next steps before transitioning to the paid subscription period.

Takeoff Program term structure:
Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

PRODUCTS AGREEMENT

This Products Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: West Valley City Police Department Address: 3575 S Market St. West Valley City, UT 84119 Contact: Ammon Fox

II. Transaction Details

(a)	Proposal	Proposal No. 3818036_____ Date: 9/15/2026_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement ("MCA"), including all applicable addenda, located at Motorola Solutions Customer Agreement. are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:	MOTOROLA SOLUTIONS INC.
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Approved as to form 10/20/2026 - BMH

brinc



Drone as First Responder

Empowering public safety agencies with drones
for immediate emergency response

Executive Summary

The BRINC **Drone as First Responder (DFR)** solution represents the next evolution in public safety drone programs. By deploying drones stationed at fixed locations, DFR enables rapid response to service calls. Equipped with advanced sensors, cameras, payload droppers, and two-way communication, these drones provide **real-time situational awareness, critical insights, and interactive capabilities** before first responders arrive on scene–enhancing decision-making and improving outcomes.

Average 911 Response Drone Arrival Times

Drones provide immediate on-scene information during emergencies.

< 70 sec

Drones Respond Faster to Calls

DFR offers significant benefits, including a 70-second response time. This speed, combined with the enhanced situational awareness, optimizes resources and decision-making during emergencies. From natural disasters and fires to active shooter situations and medical crises, DFR's agility and versatility make it an invaluable tool for rapidly evolving emergency scenarios.

DFR complements traditional response by providing a rapid aerial perspective that enhances the effectiveness of agencies in addressing crimes in progress, traffic accidents, and other emergencies. Additionally, DFR supports emergency payload delivery to enable swift transport of lifesaving medical equipment, such as Automated External Defibrillators (AEDs) or Narcan, to those in need.

About BRINC

BRINC is committed to deploying purpose-built drone technology that benefits communities and helps save lives. All BRINC products are designed, **made and assembled in America** with critical components that are sourced to meet NDAA guidelines.





"

At BRINC, our commitment to public safety drives a **strong feedback loop between our team of public safety experts and engineers.** This ensures that every product is purpose built to aid in real-life tactics and keep people safe.

Blake Resnick
CEO and Founder of BRINC

"

Drone as First Responder
How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of first responders, delivering real-time situational awareness and enhancing response effectiveness.

01

Call for service received.



02

Drone automatically responds.



03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder (DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

34% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>900 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION

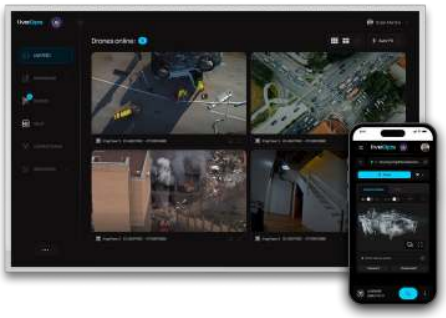


OUTDOOR

Fully equipped drone launch sites, including installation and maintenance

Purpose-built **911 response drones** tailored for DFR operations

Mountable parachutes for FAA compliance and improved safety with free parachute repacks



liveOps



INDOOR

An indoor tactical drone that makes entry first

Durable throw phones designed to establish and maintain contact

Mesh-radio controllers for local operations, compatible with all BRINC drones

Community transparency portal

Teleoperations & flee management platform



INFRASTRUCTURE

Meshing antenna masts to extend range coverage

Cellular antennas for data syncing and upload once the drone lands

Optional radars and ADS-B receivers for detecting manned aircraft

liveOps

Unified Software Platform

LiveOps is an **all-in-one operations platform** that allows you to deploy and pilot BRINC drones from your web browser on any computer, laptop or mobile device. It stands with your team at each phase, streamlining program management, deployment, and simplifying evidence storage.

Teleoperations Platform

- Automatically dispatch drones to incident locations
- Remotely control drones
- Stream live video from any incident
- Control attachments and Stations

Augmented Reality Overlay

- See street names and addresses on your live video feed
- Coordinate your network of drones
- Pinpoint exact locations
- Increase safety & visibility

Airspace Awareness

- ADS-B signals from manned aircraft
- Ground-based radar
- Weather data

Two-Way Communications

- Text-to-speech
- Push-to-talk
- Auto translate



Community Engagement

BRINC DFR drones feature customized **agency markings** to enhance public recognition and transparency. Equipped with integrated **emergency lights and sirens**, these drones function as airborne first responders, extending agency capabilities.

To increase an agency's transparency, BRINC provides clear and open public insight through an integrated public dashboard.

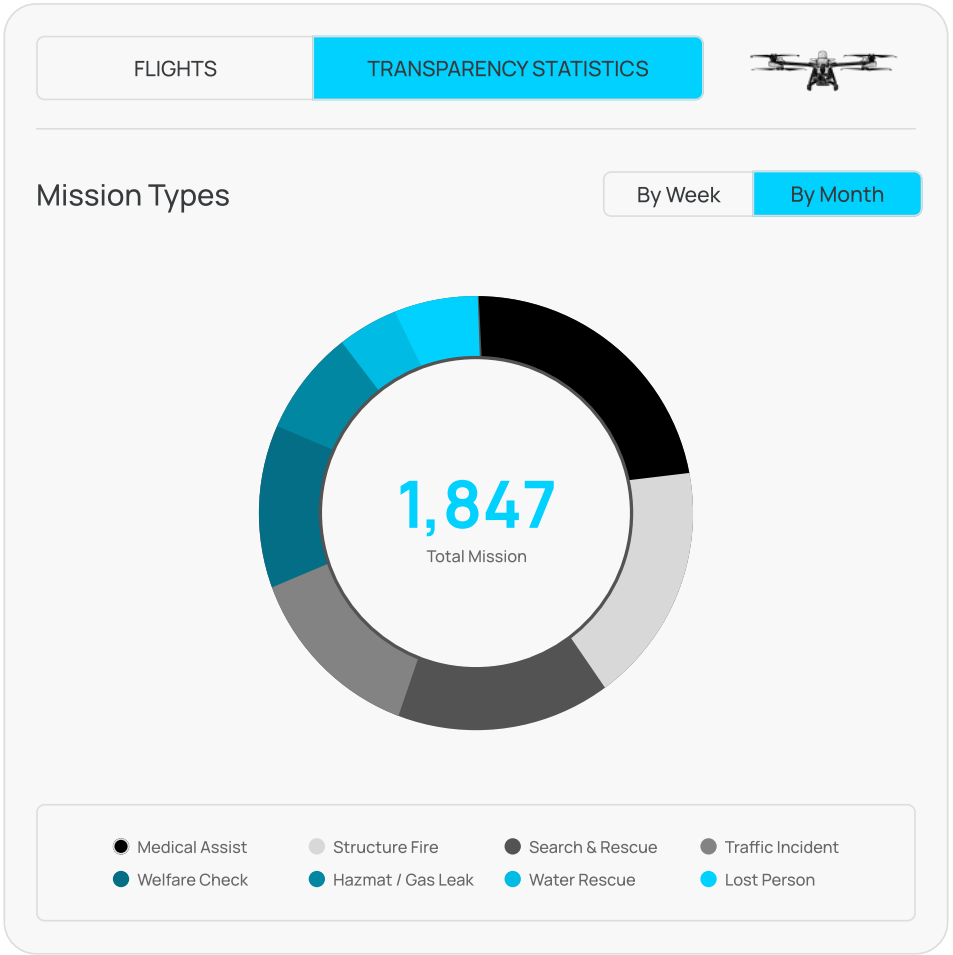
01

Maintaining flight logs with mission type

02

Highlighting drone program stats





Hardware

guardian

Guardian is in a class of its own with extended flight time, high top speeds, and unlimited range.

640x Zoom 4K Visual Cameras

Crystal-clear visuals deliver every detail you need for critical decision-making.

Starlink-Connected Drone

Satellite connectivity allows Guardian to stay connected in areas where traditional methods fail.

Dual HD Thermal With Optical Zoom

DFR's first optical zoom thermal with 64x total zoom captures every detail even at night.

10-lbs Payload Capacity

Deploy AEDs, Narcan, EpiPens, floatation devices and more to unlock entirely new mission possibilities.



62 Minutes of Flight Time	IP55 Weather Resistance	130 dBA Siren & Speaker
Integrated SkyBeam Spotlight	60 MPH Top Speed	Built-In Laser Rangefinder
Onboard Radars for Obstacle Avoidance	Triple-Redundant Communications	Customized Agency Markings

Hardware

guardian station

The world's most capable drone dock allows for 24/7 DFR operations.

Robotic Battery Swapping

Automatically swap depleted batteries for fully charged ones upon landing.

Robotic Payload Loading

Automate payload swaps and store up to 20 unique payloads.

Easy to Install

Set up a full DFR system with just an outlet and a network connection.

Climate-Controlled

Safe storage for temperature-sensitive medical aids.



Stores 4x Battery Sets	IPX5 Weather Resistance	Tolerates up to 12" of Standing Water	Standard Power Input
Starlink, Ethernet, or WiFi Offload	Powers Guardian at All Times	Corrosion Resistant	Integrated HVAC

Hardware

responder

Responder is a powerful aerial tool for public safety agencies that adjusts to the way they operate.

40x
Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px
Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile
Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency
Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant	Integrated 2-Way Comms with Loudspeaker	Emergency Lights and Siren
Forward Obstacle Avoidance	Attachment Rail	Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Weather Resistant

Ensures reliable performance in challenging climates.

Simple Infrastructure

Resistant to erosion. Increases reliability.

20 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time	Large Vehicle Mountable	Starlink / Solar Compatible	Standard Power Input
Weather Resistant	Charge 10 to 90% in 20 Minutes	Corrosion Resistant	Integrated HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Hardware

lemur 2

Designed to enter dangerous situations and keep people safe, Lemur 2 is the ultimate tool to gain intel, communicate, and de-escalate.

Day/Night/ Thermal Sensors

Gain situational awareness in the toughest conditions.

Glass Breaker

This attachment provides effective entry into structures and ventilation of buildings.

Integrated Loudspeaker & Microphone

Transforms the drone into a mobile communication hub for negotiators.

LiDAR Sensors

Produce real-time floor plans while the drone is in flight by streaming data directly to the controller.



360° Position Hold	Real-Time Floorplans	2-Way Comms
Live Transcriptions	Flood and Strobe Lights	Livestream Off-Site

Hardware

brinc ball

A durable throw phone for negotiators with two-way communication to enhance de-escalation capabilities of first responders.

Highlights

- Quick to deploy and simple to operate
- Quick to deploy and simple to operate
- Powerful speaker with extended audibility
- Sensitive microphone



BRINC BALL

Services

DFR Safeguard Program

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

Day 1
Site setup

- Drone delivery
- Station installation
- Infrastructure setup
- BVLOS Waiver submission
- Training

Year 3
Upgrade

- Drone upgrade
- Training

Year 5
Upgrade

- Drone upgrade
- Training

MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard Ensures Operational Success



Swaps	Data	Accessories & Training
Battery swap due to age or performance	Unlimited cellular & Starlink data plan	Unlimited payload mounts to deploy medical aid
Prop swap due to age or performance	Unlimited storage on LiveOps	On-demand training

Safeguard Options



Protection Plan	Safeguard	Safeguard Lite
HARDWARE		
Purpose-Built Drone	✓	✓
Future Upgraded Hardware	✓	✗
SOFTWARE		
BRINC LiveOps	✓	✓
Unlimited Data	✓	✓
Unlimited, CJIS-Compliant Storage	✓	✓
Unlimited Users	✓	✓
SUPPORT		
In-Person Training	✓ Initial training upon delivery and subsequent training on each future hardware delivery	✓ Initial training upon delivery
Repair & Replace	✓ Unlimited Repair & Replace (1x gimbal replacement per year)	✓ Limited to 1x drone replacement every year
Unlimited Consumable Replacements (Batteries & Props)	✓	✗ 2x battery replacements per year



STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work ("SOW") is governed by the Agreement (the "Agreement") entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer's environment for full DFR functionality, including the following:

(a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

(b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).

(c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.

(d) Support (24x7x365).

(e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the "BRINC Equipment"), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

(a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.

(b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.

(c) Part 107 certified pilots (or equivalent regulatory authorization).

(d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

(a) Project Management

(i) Lead project planning, execution, reporting, and closure.

(ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.

(b) Configuration Documentation

(i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

(i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

(i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

(i) Create a unique subdomain/URL for Customer access.

(ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.

(iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

(i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.

(ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

(i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

(i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

(i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

(i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.

(ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.

(iii) Configuration changes requested after CIQ sign-off (unless via approved change order).

(iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

(i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

(i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).

(ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

(i) Provide required infrastructure, bandwidth (≥30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

(i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

(a) Customer will meet all system requirements and maintain them during the term.

(b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).

(c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

(a) Customer network hardware configuration and maintenance.

(b) Third-party platform licensing not listed herein.

(c) Long-term managed operations.

(d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

(a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.

(b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.

(c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted ("Final Acceptance") upon:

(a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.

(b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).

(c) Go-Live commencement.

(d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

(a) Go-Live Support: 8 weeks post-implementation.

(b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.

(c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).

(d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.

2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**

3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.

4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Support Program. The "BRINC Support Program" is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.

2. BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal ("Upgrade"). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.

3. Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.

4. Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.

5. Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An "Update" can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

• Base STATION Infrastructure**:** Safe accessibility; minimum surface area (16’ x 16’), adequate load support (≥360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.

• RF Site Infrastructure**:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6’ x 6’), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

• Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding (≤10Ω).

Network/Backhaul

• Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

• Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

• No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

• Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

• Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

• Required: 16’ diameter area**,** clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

• LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

• Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

    1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").

2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)

2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.

2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").

2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:

3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or

3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

West Valley City Issue Paper

City Council Review

Description: East Hard Court Replacement at Centennial Park and Sports Complex

Fiscal Impact:$ CIP - $ 1,460,957.00
RDA - $ 244,167.00

Funding Source: Park Maintenance

Account #:

Budget Opening Required: **Y**

Issue:
Remove and replace east hard courts at Centennial Park and Sports Complex. Cost = $ 1,705,124

Summary:
The existing hard courts at Centennial Park and Sports Complex are cracking and in dire need of replacement. This project will replace the east hard courts, adding additional pickleball courts and a plaza.

Background:

Centennial Park and Sports Complex east courts were built in 1997 and are now approaching 30 years in age. Because they were constructed with asphalt, they have cracked and are getting to the point where some of the courts are unsuitable for play. In order to reduce the possibility of cracking, the courts need to be reconstructed with post tensioned concrete.

This project will be removal of existing courts and reconstructing them with post tensioned concrete. It will reduce the number of basketball courts, from four to two, and add additional pickleball courts, from 12 to 16. It will also add shade structures, benches, a gathering plaza and a food truck lane. These changes will allow more players to utilize the pickleball courts, provide gathering spaces, enjoy shade and better user flow around the complex.

An RFP was issued and we received six responses, with different designs and pricing.

Grit Concrete Construction	New One Construction
Courts Unlimited	Renner Sports
Utah Athletic Courts LLC	Premium Surface Solutions
Astroturf	J. Lyne Roberts & Sons, Inc.

After review and scoring, Courts Unlimited was selected as the preferred vendor, and additional features were discussed and priced, bringing the final price to $ 1,705,124.00.

Recommendation:

Staff recommends approving the replacement of the east courts at Centennial Park and Sports Complex to Courts Unlimited, at a cost of $ 1,705,124.00.

Department: Parks and Recretion
Submitted by: Jamie Young – Parks and Recreation Director
Jason Erekson – Assistant Parks and Recreation Director
Date: 10/7/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COURTS UNLIMITED TO REPAIR AND REPLACE HARD COURTS AT CENTENNIAL PARK.

WHEREAS, the City desires to repair and replace hard courts and make related improvements at Centennial Park; and

WHEREAS, Courts Unlimited submitted the highest scoring responsive and responsible proposal to perform said repairs; and

WHEREAS, a Professional Services Agreement (the "Agreement") setting forth the duties of the City and Courts Unlimited with regard to said services has been prepared by and between the parties; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to purchase said services at a total cost not to exceed $1,705,124.00 and execute the Agreement and any other documents required to complete the project, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2026, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Courts Unlimited, LLC (hereinafter, "Contractor"), a Utah limited liability company, 12407 South 1450 West, Riverton, Utah 84065. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the installation of hard surface sports courts, gathering spaces, and related improvements at Centennial Park and Sports Complex (the "Work"); and

WHEREAS, the City issued a request for proposals seeking qualified entities to perform said Work; and

WHEREAS, the City has selected Contractor to perform said Work.

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

AGREEMENT:

1. **Project Description.** Contractor shall install new sports courts and related amenities at Centennial Park.

2. **Contractor's Services.** Contractor shall install sports courts and other facilities as set forth in the Request for Proposals and Contractor's Response, both attached hereto as Exhibit "A". The location, number, and dimensions of said facilities shall be as set forth in Exhibit "B" attached hereto. To the extent Exhibit B differs from the Request for Proposals or initial response by Contractor, the specifications in Exhibit B shall govern.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty as set forth in Exhibit A.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall pay the Contractor an amount not to exceed $1,705,124.00. Payment shall be made within thirty days of receipt of an invoice for work performed.

6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. **Completion Date and Term.** The Work shall be completed no later than 120 days from the final execution of this Agreement by all parties, not including delays due to weather. If Contractor is late in completing the Work, the Compensation due pursuant to subsection 5(A) above shall be reduced by $500.00 for each day late. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY:	West Valley City Attn: City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
With a copy to:	West Valley City Attn: City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119
If to Contractor:	Courts Unlimited, LLC 12407 South 1450 West Riverton, Utah 84065

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $3,000,000, annual aggregate: $3,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $3,000,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $3,000,000.

E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **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.

16. **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.

17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

18. **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.

19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 10/19/2026
Brandon Hill

City Recorder

CONTRACTOR

By:
Its:

State of Utah)
:ss
County of Salt Lake)

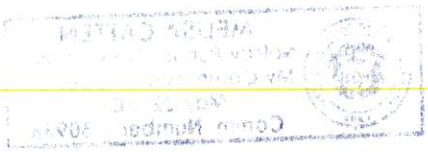
On this 19 day of October, 2026, personally appeared before me Michael Ray Wren *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the owner *[title]*, of Courts Unlimited, LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its Members, and he/she acknowledged to me that said entity executed the same.

MELISA CATTEN
Notary Public State of Utah
My Commission Expires on
May 02, 2027
Comm. Number: 730938

Notary Public

EXHIBIT A

REQUEST FOR PROPOSALS AND RESPONSE



WEST VALLEY CITY
Parks & Recreation

Request For Proposals

Centennial Park and Sports Complex

East Hard Court Improvement Project

5415 W 3100 South

West Valley City, UT 84120

Prepared By

West Valley City Parks and Recreation Department

I. Summary

The West Valley City Department of Parks and Recreation Department is seeking proposals to redesign and replace court space at Centennial Park and Sports Complex, 3100 S 5415 W. The east basketball and pickleball courts are cracked and need replacing.

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

Any questions should be directed to Jason Erekson, Assistant Parks and Recreation Director, at 801-955-4006, or jason.erekson@wvc-ut.gov.

II. Submission Requirements

Proposals must be returned no later than **10:00 A.M. local prevailing time**, as conclusively established by the clock in the City Recorder's Office, on **Wednesday, August 12, 2026**, All proposals shall be submitted through Bonfire (https://utah.bonfirehub.com) and alternative methods of submission shall not be accepted. Proposals shall reflect the best and most current information and offer. Any questions shall be asked by 10:00 AM on Thursday August 6th in order to allow responses to be posted 24 hours before bid closing.

All proposals must be clearly marked with the proposal description ("East Hard Court Improvement Project"), company name and authorized representative, and a return address. **All proposals must be signed by an authorized representative of the responder. The signature on the proposal signifies the responder's intent to comply with the terms, specifications, and conditions set forth in this request, unless specific exceptions are explicitly noted on the face of the proposal.**

West Valley City Parks and Recreation reserves the right to reject any or all proposals, to waive any informality or technicality in the City's sole discretion, or to accept any proposal deemed to be in the best interests of the City.

III. Intent of Request for Proposals

The intent of this Request for Proposals is to generally set forth the minimum acceptable requirements for the proposals to be submitted herein. It is the intent of West Valley City Parks and Recreation to choose a proposal based on compliance with the terms of this request. West Valley City Parks and Recreation may choose all, part, or none of the proposals.

IV. Description of Services and/or Products Required

West Valley City Parks and Recreation is soliciting proposals to reconfigure the east hard courts at Centennial Park and Sports Complex, which will encompass the existing four basketball courts and twelve pickleball courts. Please be clear and concise in explaining how your proposal meets the requirements outlined below. Include a timetable for start up and completion of all work as well as other potentially affected facility areas due the installation process. It is preferred that work be started in the fall and be completed in 120 days as weather permits if possible. Please list what your schedule will be.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, traffic and site controls, testing, incidentals, and related services necessary to complete the pickleball court replacement project in accordance with the Contract Documents.
Work generally includes, but is not limited to:

- Reconfiguration of east hard courts at Centennial Park, which currently includes12 lighted pickleball courts and 4 basketball courts. New design must include minimum 12 lighted pickleball courts, 2 basketball courts and common seating area with shade structure(s), benches and/or tables. Area for remodel is shown in Exhibit A. Configuring for additional courts is preferred.
- Demolition and lawful disposal of existing asphalt court surfacing and any failed underlying materials identified for removal AND/OR description to place post-tension courts over top of existing asphalt courts
- Removal of existing fencing
- Protection of adjacent improvements, landscaping, walks, utilities, and site features. Existing access to courts could be widened.
- Evaluation of existing base and subsurface conditions
- Fine grading and preparation of subgrade and base
- Installation of new post-tension court surface
- Application of court surfacing system, color coating, striping, and texture appropriate for pickleball and basketball play
- Installation or reinstallation of fencing, nets, net posts, center straps, sleeves, footings, and related hardware, and add fencing between courts
- Replacement and adjustment of perimeter fencing, gates
- ADA-compliant transitions to adjacent accessible routes, spectator areas, and court entries
- Site restoration, cleanup, punch list completion, startup, and closeout documentation
- Please list features and pricing as line items in order to allow sizing up or down of project if needed.

Please also include the following information for either proposal:

- Conceptual design
- Description and cost of proposed work
- Timeline of work and any potential shut down time (Prefer to start in fall 2026 if possible)
- References for similar jobs (local preferred)

- Warranty information
- Site visit is recommended, contact Jason Erekson (801-955-4006)

The selected responders shall enter into a contract with the City, which shall include insurance and indemnification requirements. Commercial general liability insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than $3,000,000, and a general aggregate limit no less than $3,000,000 as well as commercial auto insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than $3,000,000 are required. Additionally, commercial general liability insurance that covers employer liability in an amount not less than $3,000,000 is also required. A performance bond and payment bond equal to one hundred percent (100%) of the guaranteed maximum price naming West Valley City as a third-party obligee shall be required.

It is recommended that all responders visit the site(s) to evaluate and measure the areas. Please arrange this visit by contacting Jason Erekson, Assistant Parks and Recreation Director, at 801-955-4006.

Proposals must provide detailed information on all work performed to have operable courts.

Additionally, include information on general care, maintenance and repair of court surfaces. List at least one facility, with contact information, which has utilized your services similar to this project. Provide all warranty information. If during this process any damages occur to the facility, the successful responder is to make repairs at their cost with no additional compensation.

V. Criteria for Proposal Evaluation

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

- Design and specifications and service (30%)
- Final Price (30%)
- Local similar work and references (15%)
- Warranty (10%)
- Work timeline (15%)

As indicated in the attached Preference Form, certain responders are entitled to preference in the proposal process. Any applicable preferences shall be added to the responder's score as calculated under the criteria above. For example, a responder who achieves a total score of 80% who qualifies for a 2% preference will have a final score of 82%.

VI. Other Important Information

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

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

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

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

BIDDER PREFERENCE FORM

1.1 PREFERENCES

A. The City grants preferences to certain types of bidders. After reviewing the requirements below, please indicate which preferences apply to this bid.

B. City Provider Preference – the City provides a 1% preference to any bidder who is physically located within City limits.

1. ☐ City Provider preference

C. Other Preferences – the City provides a 1% preference to any bidder who can meet ALL of the following criteria:

1. ☐ Program for veteran hiring and recruitment - To meet this criterion, the bidder must maintain an active program to recruit and employ veterans
2. ☐ Safety – To meet this criterion, the bidder must maintain an active safety training program
3. ☐ Drug testing – To meet this criterion, the bidder must maintain a drug testing protocol in accordance with applicable law
4. ☐ Job training – To meet this criterion, the bidder must maintain an active job training program for employees
5. ☐ Health insurance – To meet this criterion, the bidder must offer health insurance to all full time employees
6. ☐ Nondiscrimination – To meet this criterion, the bidder must have and enforce a policy prohibiting discrimination in accordance with Title 26 of the West Valley City Municipal Code

1.2 OTHER PROVISIONS

A. City reserves the right, in its sole discretion, to verify that a bidder qualifies for any preferences which may be claimed above. If a bid claims a preference but does not qualify for that preference, the City reserves the right to refuse to consider that bid.

EXHIBITS

Courts Unlimited

August 12, 2026

Jason Erekson
Assistant Parks and Recreation Director
West Valley City Parks and Recreation Department
5415 W. 3100 South
West Valley City, UT 84120

Centennial Park & Sports Complex – East Hard Court Improvement Project

Dear Jason,

On behalf of **Courts Unlimited**, thank you for the opportunity to submit our proposal for the Centennial Park East Hard Court Improvement Project.

Having worked at Centennial Park previously and collaborated with West Valley City on past projects, we are familiar with the facility and understand the City's expectations for quality, durability, and long-term performance. We have appreciated the opportunity to work with you and your team over the years and are excited about the opportunity to help improve one of the area's most heavily used recreation facilities.

Our proposal has been developed to provide a durable, high-quality solution that meets the goals outlined in the Request for Proposals while minimizing disruption to park operations. The proposed improvements include demolition of the existing courts, site preparation, new post-tension concrete courts, acrylic court surfacing, fencing improvements, complete new sports lighting system, athletic equipment installation, ADA accessibility improvements, shade structures, and complete project closeout.

At Courts Unlimited, we take pride in building facilities that serve communities for many years. Our experience constructing and renovating sports courts throughout Utah, combined with our knowledge of this site, allows us to deliver a project that is efficient, cost-effective, and built to the highest standards.

We appreciate the opportunity to submit this proposal and look forward to continuing our relationship with West Valley City. If you have any questions regarding our proposal or would like additional information, please don't hesitate to contact us.

Thank you for your time and consideration.

Mike Wren Owner Mark R Wren
Phone: 801-891-6236 **Address: 12407 south 1450 west Riverton, Utah**
Email: courtsunlimited@gmail.com

Scope of Work

Mobilization

- Mobilize labor, equipment, and materials.
- Construction staking and layout.
- Utility locates.
- Temporary fencing.

Demolition

- Remove existing asphalt court surfacing.
- Remove failed or unsuitable base material.
- Remove existing chain-link fencing, posts, gates, fabric, and associated hardware.
- Remove and dispose of existing sports lighting.
- Haul and lawfully dispose of all demolition debris.

Earthwork

- Evaluate existing subgrade.
- Proof-roll existing subgrade.
- Replace failed base with 4 inches of compacted road base where required.
- Fine grading.
- Compaction.
- Base preparation.
- Establish finished grades and slope.

Concrete

Pickleball Courts

- Construct three (3) 136' × 64' × 5" post-tension concrete slabs.
- Total slab area: 26,112 SF.

Basketball Courts

- Construct one (1) 94' × 110' × 5" post-tension concrete slab.
- Total slab area: 10,340 SF.

Walkways

- One (1) 212' × 20' × 5" reinforced concrete walkway.
- Two (2) 10' × 136' × 5" reinforced concrete walkways.

Post-Tension Specifications

- 5-inch slab thickness.
- 12-inch beam/thickened edge
- 4,500 PSI concrete.
- 2'6" × 2'6" tendon layout.
- 1% finished slope.

- Vapor barrier.
- Grout stressing pockets.
- Saw cutting where applicable.
- 28-day cure time.

Surfacing

- Acid etch and grind concrete surface.
- Level puddle areas.
- Apply two-part epoxy coating.
- Apply one (1) coat AFC acrylic resurfacer.
- Apply two (2) coats DecoColor.
- Stripe twelve (12) pickleball courts with 2-inch white lines.
- Stripe two (2) basketball courts with 2-inch white lines.
- Final cleanup after striping.

Fencing

- Install 272 LF of 6-foot chain-link fence.
- Reuse existing 10-foot fence along west side/pool.
- Install 1,312 LF of 4-foot chain-link fence.
- Install sixteen (16) 4-foot gates.
- Install terminal posts, line posts, top rail, bottom wire, and associated hardware (tension bands, tension bars, eye tops, caps, ties, hinges).

Lighting

- Lay out all sports lighting pole locations in accordance with fence lines and plans
- Furnish and install all underground electrical conduit, pull boxes, grounding, and conductors required for the lighting system
- Furnish, set, brace, and plumb **18** embedded sports lighting poles integrated with fence line prior to concrete placement.
- Furnish and install **24** LED 4 brick tech light sports specific lighting fixtures, mounting hardware, brackets, and accessories.
- Install lighting controls, disconnects, and electrical connections required for a complete operating system.

Equipment

- Reinstall existing pickleball net posts or furnish new posts as required.
- Install new net post sleeves in concrete slabs.
- Reinstall existing pickleball nets or furnish new nets.
- Furnish and install four (4) complete basketball systems including standards, backboards, rims, nets, and hardware.

Shade Structures

- Furnish and install four (4) 6' × 10' seat/shade structures.
- Furnish and install two (2) 8' × 10' seat/shade structures.
- Install concrete footings and anchorage.

ADA Improvements

Provide ADA-compliant access to all renovated courts, including accessible pedestrian routes, court entrances, transitions, gates, and spectator areas. Construct all improvements in accordance with the current ADA Standards for Accessible Design and applicable local building codes. Install accessible gates and smooth concrete transitions.

Site Restoration

- Complete all punch list items.
- Final cleanup.
- Startup and commissioning.
- Final inspection.
- Owner training if required.
- Final acceptance.

Proposed Project Schedule

Courts Unlimited proposes to begin construction in October 2026. Work will progress through the fall construction season until winter conditions require a seasonal shutdown. A winter shutdown is anticipated from approximately December 2026 through March 2027. Construction will resume as weather and site conditions permit, with final completion targeted for spring 2027.

Phase	Proposed Timeframe
• Mobilization & Layout	• Early October 2026
• Demolition	• October 2026
• Earthwork & Base Preparation	• October 2026
• Underground Electrical / Lighting Preparation	• October-November 2026
• Fencing / Embedded Item Coordination	• October-November 2026
• Post-Tension Concrete Courts	• October-November 2026
• Concrete Walkways	• November 2026
• WINTER SHUTDOWN	• December 2026-March 2027
• Resume Construction	• April 2027

• Fencing & Gates Completion	• April-May 2027
• New Sports Lighting Installation	• April-May 2027
• Court Surface Preparation	• April-May 2027
• Acrylic Surfacing & Striping	• May 2027
• Pickleball & Basketball Equipment	• May 2027
• Shade Structures & Benches	• May 2027
• Final Cleanup & Punch List	• May 2027
• Substantial Completion	• May 2027

Schedule Note: The proposed schedule is based on anticipated weather conditions, material availability, permitting, and timely Owner approvals. Courts Unlimited intends to complete demolition, earthwork, underground preparation, and major concrete operations during fall 2026 where conditions permit. A seasonal winter shutdown is anticipated from approximately December 2026 through March 2027. Work will resume as weather conditions allow, with final surfacing, equipment installation, site restoration, and project closeout targeted for spring 2027.

CONCEPTUAL DESIGN

Centennial Park & Sports Complex – East Hard Court Improvements

Courts Unlimited has developed the following conceptual design based on our experience with the existing Centennial Park court facility and the goals identified by West Valley City. The proposed improvements are intended to maximize court use, improve accessibility and circulation, and provide a durable recreational facility for long-term community use.

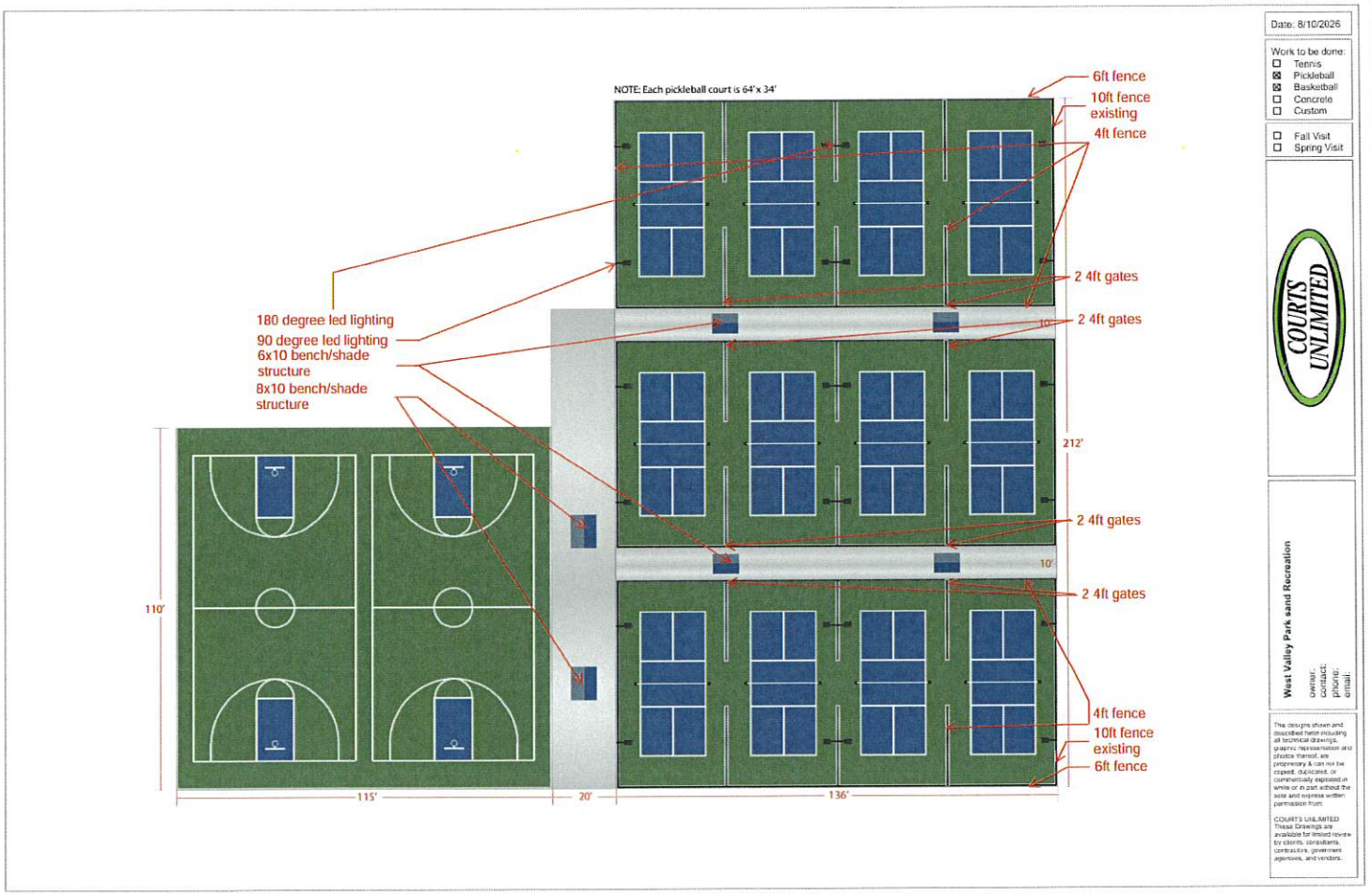


EXISTING CONDITIONS

The existing facility consists of basketball and pickleball courts with existing fencing, lighting, pedestrian access, and surrounding park improvements. The aerial photograph above provides an overview of the existing court configuration and its relationship to the adjacent parking, playground, and park areas.

Proposed Conceptual Layout

Courts Unlimited proposes a complete reconstruction of the East Hard Court area consisting of twelve pickleball courts and two basketball courts. The proposed layout incorporates new post-tension concrete playing surfaces, pedestrian walkways, fencing, sports lighting, shade structures, seating, athletic equipment, and ADA-accessible circulation.



Proposed Improvements

Proposed Facility at a Glance

Improvement	Proposed
Pickleball Courts	**12**
Basketball Courts	**2**
PT Pickleball Slabs	**3**
PT Basketball Slabs	**1**
PT Court Area	**36,452 SF**
Concrete Walkways	**6,960 SF**
New 4' Fence	**1,312 LF**
New 6' Fence	**272 LF**
Gates	**16**
New Sports Lighting	**Complete LED System**
Shade Structures	**6**
ADA Improvements	**Included**

Design Intent

The proposed design maintains the recreational use of the existing site while providing a complete replacement of the aging hard court facilities. The layout is designed around efficient court use, pedestrian circulation, accessibility, spectator comfort, lighting performance, and long-term durability.

Final grades, drainage, electrical requirements, lighting locations, fencing details, equipment locations, and ADA improvements will be coordinated and verified prior to construction.

Optional Pickleball Court Expansion

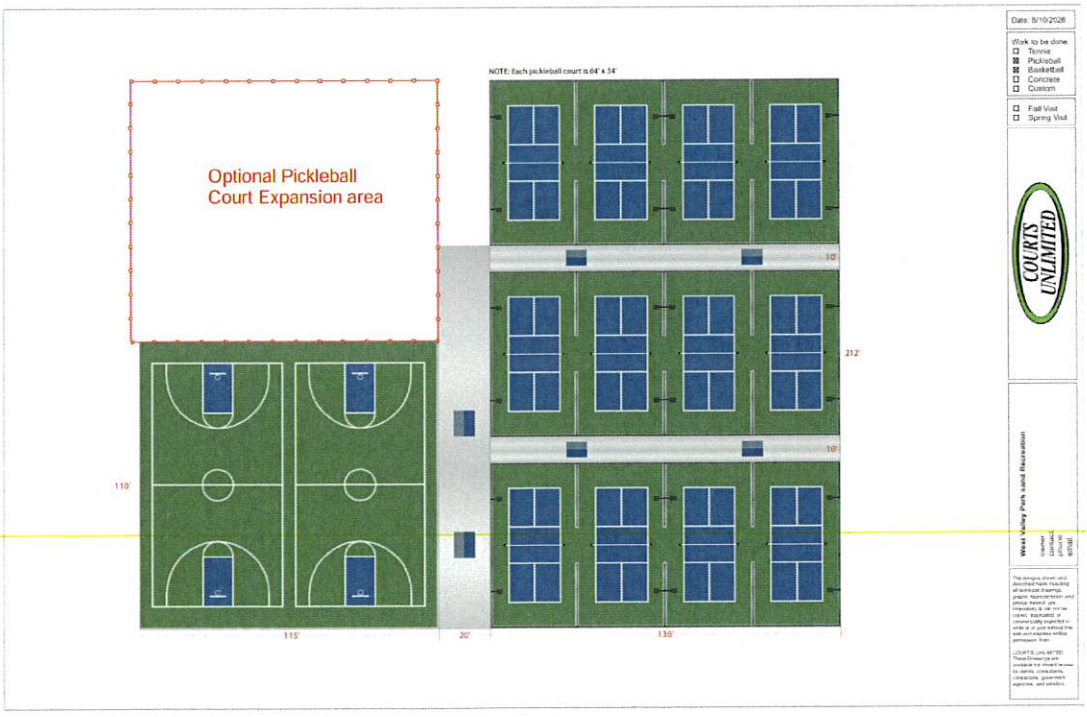
Optional Pickleball Court Expansion

Courts Unlimited has developed the proposed pickleball layout using groups of four (4) courts. Each four-court bank is constructed on an **136' × 64' post-tension concrete slab**, consistent with the layout and construction proposed in the Base Bid.

As an alternate, West Valley City may elect to add one or more additional four-court banks based on available space south of the proposed new basketball courts and project budget. Using the same four-court configuration allows the facility to be expanded while maintaining consistent court dimensions, construction methods, fencing, lighting, access, and appearance throughout the complex.

Each additional four-court bank would include a new post-tension concrete court slab, acrylic sports surfacing, four regulation pickleball court layouts, fencing and gates, athletic equipment, sports lighting as required, and connection to the proposed pedestrian circulation system.

Final placement of additional court banks will be coordinated with West Valley City and verified for grading, drainage, utilities, ADA access, lighting, and other site requirements prior to construction.



Company Qualifications

Courts Unlimited specializes in the construction, renovation, and maintenance of athletic courts and recreational facilities throughout Utah. Our experience includes complete court construction from the ground up, as well as renovation and resurfacing of existing facilities. Because sports courts are our specialty, our crews understand the details required to produce a durable, high-quality finished product.

Our capabilities include site demolition, excavation and grading, aggregate base preparation, post-tension concrete construction, reinforced concrete, athletic court surfacing, fencing, sports lighting, athletic equipment, and final court striping. By performing and coordinating these scopes as part of one complete court construction project, Courts Unlimited is able to maintain better control over quality, schedule, and coordination between trades.

Courts Unlimited has extensive experience constructing **pickleball, tennis, and basketball courts**, including post-tension concrete court systems. Our field crews have experience with excavation and laser grading, concrete preparation and placement, post-tension construction, acrylic court surfacing, fencing, lighting, and athletic equipment installation. This experience allows our team to identify potential problems early and make sure each phase of construction is properly prepared for the next.

Experience with West Valley City

Courts Unlimited has previously performed work at **Centennial Park and Sports Complex** and is familiar with the existing court facilities and surrounding site conditions. We have also worked directly with West Valley City Parks and Recreation staff, including Jason Erekson, on previous work. This existing familiarity gives our team a strong understanding of the facility and the City's expectations.

Having worked on these courts previously also gives Courts Unlimited valuable firsthand knowledge as we approach the proposed replacement. Rather than beginning with an unfamiliar site, our team already understands the facility, court use, access, and many of the existing conditions that will affect construction.

Self-Performed & Specialized Work

Courts Unlimited has the personnel and equipment necessary to perform and coordinate all of the major components of the project, including:

- Demolition and site preparation
- Excavation and grading
- Aggregate base preparation and compaction
- Post-tension concrete court construction
- Reinforced concrete walkways

- Acrylic sports court surfacing and striping
- Chain-link fencing and gates
- Sports lighting coordination and installation
- Pickleball and basketball equipment
- Shade structures and site amenities
- Final court setup, cleanup, and project closeout

Project Approach

Our goal for the Centennial Park East Hard Court Improvement Project is to provide West Valley City with a complete court system that performs well for many years while keeping construction efficient and organized. Courts Unlimited will coordinate each phase of construction from demolition through final surfacing and equipment installation, with particular attention to court elevations, drainage, concrete quality, fencing, lighting, accessibility, and finished playing surfaces.

We understand that these courts are an important public recreation facility. Our team will work closely with West Valley City throughout construction to maintain a safe jobsite, minimize impacts to surrounding park operations, maintain the project schedule, and deliver a finished facility that meets the City's expectations.

Relevant Project Experience & References

Years in Business: 22
Utah Contractor License: 6121096-5501
Number of Courts Completed: 5,000+
Service Area: Intermountain West
Primary Specialties: Post-Tension Courts, Surfacing, Fencing & Athletic Facilities
Bonding Capacity: $1,300,000
Insurance: $3,000,000

Project 1 – Wasatch Hills

Location: Salt Lake City, Utah
Owner: Salt Lake County
Contact: Spencer Merchant
Phone: 801-898-3849
Completion Date: 2014



Project 2 – PepperWood

Location: Draper , Utah
Owner: PepperWood
Contact: Dave
Phone: 801-641-9444
Completion Date: 2022



Project 3 – Hyrum City

Location: Hyrum City, Utah
Owner: Hyrum City
Contact: Ned
Phone: 435-361-2859
Completion Date: 2023

Warranty

Courts Unlimited – Two-Year Project Warranty

Courts Unlimited will provide a **two (2) year warranty** on all work completed as part of the Centennial Park East Hard Court Improvement Project. The warranty period will begin upon final project acceptance by West Valley City.

The warranty will cover defects in materials and workmanship associated with the completed project, including:

- Post-tension concrete court construction
- Reinforced concrete walkways
- Acrylic court surfacing and striping
- Fencing and gates
- Sports lighting and electrical installation
- Pickleball and basketball equipment
- Shade structures and benches
- ADA improvements
- Other improvements installed by Courts Unlimited as part of the contracted scope

During the two-year warranty period, Courts Unlimited will address covered deficiencies resulting from defective materials or workmanship and perform necessary repairs or corrections in a timely manner.

All applicable **manufacturer warranties** for lighting fixtures, athletic equipment, shade structures, coatings, and other manufactured products will also be provided to West Valley City at project closeout. Where a manufacturer's warranty extends beyond the Courts Unlimited two-year warranty, the manufacturer's warranty will remain in effect according to its terms.

Warranty documentation, manufacturer information, and applicable operation and maintenance materials will be provided as part of the final closeout package.

Warranty Period: Two (2) Years from Final Acceptance

Courts Unlimited

TENNIS COURT CONSTRUCTION AND RESURFACING
12407 South 1450 West • Riverton, Utah 84065
Phone: 801-891-6236
E-mail: courtsunlimited@msn.com
Web: www.courtsunlimitedutah.com

Date: September 6, 2026

Quoted To: West Valley City
Parks Department
Attention: Jason Erekson
801-955-4006
jason.erekson@wvc-ut.gov

Centennial Park & Sports Complex – East Hard Court Improvement Project

Description:	
Mobilization and general requirements - Temporary Fence	$5,000
Demolition	$58,305
Post-tension concrete – 12 pickleball/2 basketball	$732,104
Reinforced concrete walkways	$71,192
Court surfacing and striping	$79,829
Fencing and gates	$65,312
Lighting demolition	$7,500
Pickleball equipment	$16,800
Basketball equipment	$15,200
Shade structures and seating (4 – 6 x 10, 2 – 8 x 10, 8 benches)	$61,400
Closeout/demobilization	$2,000
Bonds and insurance	$35,000
New lighting	$81,852
Total Amount:	$1,231,494
Add-On	
Shade structures (2 – 12 x 14 gable pavilions, 4 – picnic tables	$33,500.00
New rod iron fencing for pool area	$118,720.00
Food truck pad - sidewalk	$69,552.00
4 pickleball courts with fencing, lighting and equipment	$229,463.00
Remove 25' of hill and 2 trees and pour sidewalk	$8,600.00
Bonds and insurance	$13,795.00
Total Amount:	$473,630.00

EXHIBIT B

SITE PLAN


NOTE: Each pickleball court is 64' x 34'
136'
136'
64'
64'
37'
10'
64'
110'
10'
64'
115'
20'
136'
Date: 9/30/2026
Work to be done:
Tennis
Pickleball
Basketball
Concrete
Custom
Fall Visit
Spring Visit
COURTS UNLIMITED
West Valley Park sand Recreation
owner:
contact:
phone:
email:
The designs shown and described herin including all technical drawings, graphic representation and photos thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whle or in part without the sole and express written permission from
COURTS UNLIMITED
These Drawings are available for limited review by clients, consultants, contractors, goverment agencies, and vendors

WEST VALLEY CITY

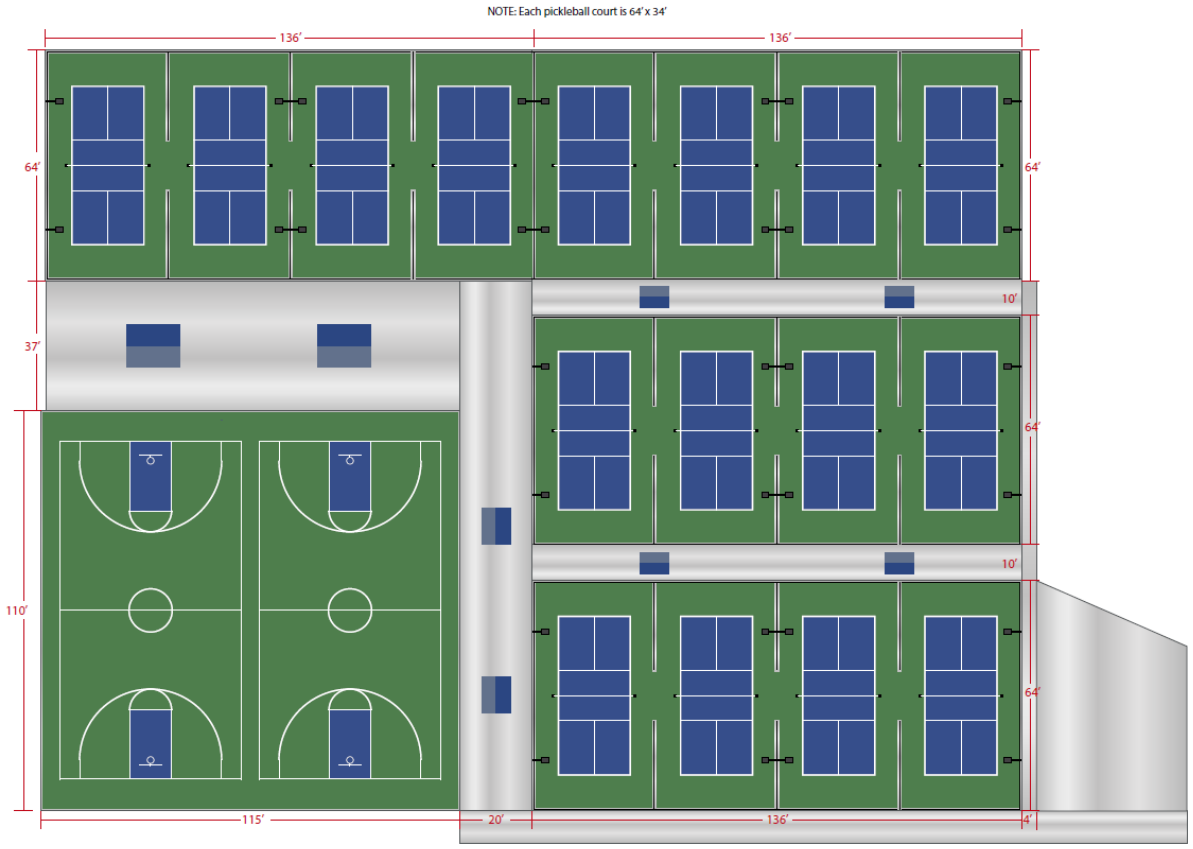
www.wvc-ut.gov

Hard Court Replacement

Pickleball and Basketball Court Replacement at Centennial Park

Approval of Contract with Courts Unlimited

- Lowest responsible bidder
- Replaces courts with post-tensioned concrete
- Adds shade structures, benches, and gathering plaza
- Partnership with RDA to add food truck area.



West Valley City Issue Paper

City Council Review

Description: *Centennial Outdoor Pool Concrete Repair*

Fiscal Impact: *$75,176.00*

Funding Source: *Family Fitness Center Budget*

Account #:

Budget Opening Required: **Y**

Issue:
The Family Fitness Center seeks approval of bid from Life is Good Investments LLC to complete concrete joint repair and trip hazard mitigation at Centennial Outdoor Pool.

Summary:
The concrete repair project is an approved program mod for fiscal year 2026-27. Bids were submitted from nine companies. Life is Good Investments provided the lowest bid and has a reputation for quality work.

Background:
The Utah Risk Management Association has recommended concrete repair at the outdoor pool for several years due to trip hazards. The project will include the repair of expansion joints, concrete cracks, gaps, separations and related deteriorated concrete areas on and around the outdoor pool deck, pavilions, and associated concrete surfaces.

Recommendation:
Staff recommend bid approval.

Department: Parks & Recreation
Submitted by: Candace Whitaker
Date: October 20, 2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LIFE IS GOOD INVESTMENTS, LLC TO MAKE REPAIRS AT THE CENTENNIAL PARK OUTDOOR POOL.

WHEREAS, the City desires to perform certain repairs at the Centennial Park outdoor pool; and

WHEREAS, Life is Good Investments, LLC submitted the highest scoring responsive and responsible proposal to perform said repairs; and

WHEREAS, a Professional Services Agreement (the "Agreement") setting forth the duties of the City and Life is Good Investments, LLC with regard to said services has been prepared by and between the parties; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to purchase said repair services at a total cost not to exceed $75,176.00 and execute the Agreement, conditioned upon approval of the final form of the Agreement and said documents by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT
CENTENNIAL PARK OUTDOOR POOL REPAIR

THIS AGREEMENT is made this _____ day of _____, 2026, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Life is Good Investments, LLC (hereinafter, "Contractor"), a Utah limited liability company, 7543 South 5200 West, West Jordan, Utah 84081. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City is repairing concrete and joints at the outdoor pool at Centennial Park (the "Work"); and

WHEREAS, the City has determined that Contractor is a qualified firm to perform said Work; and

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

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

AGREEMENT:

1. **Project Description.** Contractor shall provide labor and materials to repair and replace concrete and joints at the outdoor pool at Centennial Park.

2. **Contractor's Services.** Contractor shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Contractor shall provide a warranty as described in the Scope of Work. Contractor shall perform the Work on the schedule described in the Scope of Work as mutually agreed between the City and Contractor.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall pay the Contractor an amount not to exceed $75,176.00. Payment shall be due within thirty days after the City receives an invoice from Contractor.

6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. **Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

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

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

If to Contractor:
Life is Good Investments, LLC
7543 South 5200 West
West Jordan, Utah 84081

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any

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

10. Conflict of Interest. Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all third-party claims, and the resulting costs, lawsuits, damages, and expenses, including court costs and reasonable attorney's fees, by reason of any claim and/or liability to the extent any such action imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) is caused by the negligent performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. Insurance. Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. Commercial General Liability Insurance. Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $3,000,000, annual aggregate: $3,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $3,000,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $3,000,000.

E. **Professional Liability Insurance.** In an amount not less than $3,000,000 per claim and $3,000,000 aggregate.

F. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

G. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **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.

16. **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.

17. **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.

18. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. Captions and Headings. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

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

(Signatures follow)

WEST VALLEY CITY

_____

Mayor

_____

City Manager

ATTEST:

Approved as to form 10/14/2026
Brandon Hill

_____

City Recorder

CONTRACTOR

_____

By:
Its:

State of Utah)
:ss
County of SaltLake)

On this 16th day of October, 2026, personally appeared before me Jeramy A. Heinberger *[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 owner *[title]*, of Life is Good Investments, LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its members, and he/she acknowledged to me that said entity executed the same.

NEMESIS SALINAS
Notary Public - State of Utah
Comm. No. 739058
My Commission Expires on
Sep 6, 2028

Nemesis Salinas

Notary Public

EXHIBIT A

SCOPE OF WORK

LIFE IS GOOD INVESTMENTS LLC

Centennial Outdoor Pool Concrete Repair Proposal

Trip Hazard Mitigation and Concrete Joint Repair

Proposal information	Details
Submitted by	Life Is Good Investments, LLC. ▪ (801)201-5549 ▪ 801lifeisgood@gmail.com
Proposal date	September 14, 2026
Base proposal amount	$75,176.00
Planned field duration	16 working days, subject to weather, cure times, and City scheduling

Proposal Summary

Life Is Good Investments, LLC proposes to repair deteriorated concrete, failed joints, cracks, gaps, separations, and vertical offsets at the West Valley City Centennial Outdoor Pool. Our approach prioritizes removal of trip hazards greater than 1/4 inch, durable repair in a wet and chemically exposed environment, preservation of drainage, and a slip-resistant finished surface suitable for public pedestrian use.

The base proposal includes the identified quantities of 531 square feet at four inches of concrete removal and replacement, 475 linear feet of precision grinding, 6,706 linear feet of ½-inch by ½-inch joint repair, and 650 linear feet of 1-inch by 1-inch joint repair. Final installed quantities will be verified during a preconstruction site walk with City staff.

Site Visit and Existing Condition Verification

Before mobilization, we will schedule a site visit with Clint Burnham or Chad George and the City project representative. We will walk and mark the proposed repair limits; verify quantities, joint dimensions, slab thickness, access and staging; document drainage and surface conditions; identify active movement, settlement, and concealed-condition indicators; and confirm which areas require grinding, localized repair, or full-depth replacement. Any material variance from the stated base scope will be presented to the City in writing before affected work proceeds.

Recommended Repair Methods

Concrete Removal and Replacement

1. Saw cut repair limits to straight, sound edges and protect adjacent pool systems, drains, utilities, landscaping, and finished surfaces.
2. Remove and dispose of failed concrete without damaging adjoining panels. Inspect and correct unstable subgrade; place and compact base material where required.
3. Install reinforcement where required by existing conditions and approved details. Isolate fixed objects and preserve required expansion joints.
4. Place new concrete compatible with for Utah freeze-thaw exposure. Match existing thickness, elevations, drainage, joint pattern, and slip-resistant texture as closely as practical.

5. Cure and protect new concrete in accordance with the approved mix and manufacturer requirements. Reopen only after the required cure period and City approval.

Precision Grinding and Trip Hazard Mitigation

Grind to remove vertical lips and create a uniform tapered transition. Grinding will extend far enough to maintain at least the RFP-required 1:12 transition ratio of 1 inch of run for each 1/16 inch of lift.

Expansion Joint Crack and Gap Repair

6. Remove 100 percent of loose, failed, or deteriorated sealant, filler, backer rod, within the identified joints.
7. Vacuum and power wash all joints and confirm surfaces are clean and dry before installation.
8. Install compatible backer rod at the depth needed to control sealant geometry. Two-part epoxy is quoted, we can do one part epoxy to cut costs down, one part is not recommended. Sealant depth will follow the manufacturer's requirement rated for exterior aquatic environments, chlorinated splash exposure, ultraviolet exposure, freeze-thaw cycling, and pedestrian traffic.
9. Tool or self-level the sealant flush to the adjacent surface or no more than 1/16 inch recessed.

Project Schedule

Work can begin on a mutually agreed date after contract execution, bonds and insurance approval, product submittal acceptance, and site access authorization. The anticipated field duration is 16 working days. Work will be phased with City staff to reduce impacts to operations and to maintain safe access where practical.

Site verification, layout, submittals, and coordination	Before mobilization
Mobilization, barriers, removals, and joint preparation	Days 1 through 6
Concrete placement, grinding, and surface finishing	Days 4 through 10
Backer rod, primer, and sealant installation	Days 7 through 15
Cure protection, punch list, and final cleanup	Day 16 and required cure period

Schedule is subject to weather, moisture conditions, material temperature limitations, discovery of concealed conditions, City operational restrictions, and required curing. Repairs will remain closed until the installed materials meet manufacturer reopening requirements.

Quality Control and Acceptance

- Joint and repair locations will be photographed and verified before work begins.
- Trip hazards greater than 1/4 inch within the accepted repair scope will be eliminated by grinding, or replacement as approved.
- Finished grades will maintain positive drainage and will not create abrupt edges, depressions, or slippery surfaces.
- Repairs will be inspected for sound edges, adhesion, correct sealant profile, finish texture, cleanliness, and cure before reopening.

Site Protection Safety and Cleanup

- Coordinate daily work areas, access, noise, and shutdowns with City staff.
- Provide barriers, cones, signs, and controlled access around active and curing work.
- Protect pools, drains, skimmers, gutters, piping, mechanical systems, structures, landscaping, utilities, and adjoining finishes.
- Limit dust to the best of our control, debris, slurry, wash water, sealant, solvent, or concrete material will be prevented from being discharged into the pool, storm drains, sanitary sewer, landscaping, or waterways.
- Secure tools, equipment, and materials when unattended. Remove debris legally and clean work areas daily and at completion.
- Perform work under the company safety program, applicable OSHA requirements, task-specific hazard analysis, PPE requirements, and manufacturer safety instructions.

Warranty

Life Is Good Investments, LLC will provide a one-year workmanship warranty beginning at final acceptance. During the warranty period, defects caused by improper preparation or installation will be repaired at no cost to the City. Manufacturer material warranties will be passed through to the City to the extent available. The warranty excludes movement or failure caused by concealed subgrade instability, structural movement, active cracks, water intrusion from outside the repair, chemical exposure beyond product limits, abuse, snow-removal damage, or work by others.

Assumptions Exclusions and Specialized Conditions

- Quantities are based on site visit on 09/02/2026 and must be field verified. Pricing assumes normal weekday access and reasonable staging near the work.
- Base pricing assumes concrete thickness and reinforcement typical of the existing pool deck. Unusually thick concrete, structural slabs, hazardous materials, undocumented utilities, unsuitable soils, extensive base failure, or concealed conditions are excluded.
- Concrete color and texture will be matched as closely as practical; an exact match to aged concrete is not guaranteed.
- Crack and joint sealant is a flexible maintenance repair and does not structurally reconnect moving slabs or permanently stop active structural movement.
- Pool draining, pool-water treatment, plumbing repair, electrical work, engineering, testing by an independent laboratory, permits, and specialty inspection fees are excluded unless specifically added by written change order.
- Polyurethane lifting, mudjacking, major drainage correction, epoxy injection, structural repair, and repairs outside the identified quantities are excluded from the base proposal and require authorization.
- Any scope not specifically stated in this estimate.

Acceptance and Signature

By signing below, the authorized representative confirms the responder's intent to comply with the terms, specifications, and conditions of the Request for Proposals, subject only to the assumptions and exclusions expressly stated in this proposal.

Responder	Authorized signature
Life Is Good Investments, LLC	Signature: _____
Printed name: Jeramy Heinberger	Title: Owner
Date: 09/14/2026	Proposal amount: $75,176.00

BIDDER PREFERENCE FORM

1.1 PREFERENCES

A. The City grants preferences to certain types of bidders. After reviewing the requirements below, please indicate which preferences apply to this bid.

B. City Provider Preference – the City provides a 1% preference to any bidder who is physically located within City limits.

1. City Provider preference- **Our laydown yard is located in West Valley City**

C. Other Preferences – the City provides a 1% preference to any bidder who can meet ALL of the following criteria:

1. Program for veteran hiring and recruitment - To meet this criterion, the bidder must maintain an active program to recruit and employ veterans- **Yes**
2. Safety – To meet this criterion, the bidder must maintain an active safety training program- **Yes**
3. Drug testing – To meet this criterion, the bidder must maintain a drug testing protocol in accordance with applicable law- **Yes**
4. Job training – To meet this criterion, the bidder must maintain an active job training program for employees- **Yes**
5. Health insurance – To meet this criterion, the bidder must offer health insurance to all full time employees- **No**
6. Nondiscrimination – To meet this criterion, the bidder must have and enforce a policy prohibiting discrimination in accordance with Title 26 of the West Valley City Municipal Code- **Yes**

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: **02/07/2024**

EXPIRATION DATE: **11/30/2027**

ISSUED TO: **Life Is Good Investments L.L.C.**
7543 S 5200 W
West Jordan UT 84081

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

11657204-5501 **Contractor With LRF** DBAs:

B100, E100

West Jordan City
8000 S Redwood Rd
West Jordan, UT 84088
801-569-5000

2026 **Home Occupation**

Notice: This license will become void if there is any change in ownership, business name, or address. A new license must be obtained before making any such change. Fees will apply. All building and zoning rules for the business location must be followed.

Business Name: LIFE IS GOOD INVESTMENTS L.L.C

Account Number: BL-28022

Type: Home Occupation - Non-Impact

Business Location: 7543 S 5200 W, WEST JORDAN CITY, UT, 84081

Issued Date: 10/22/2025

License Expires: 10/31/2026

Mailing Address:
LIFE IS GOOD INVESTMENTS L.L.C.
Jeramy Heinberger
7543 S 5200 W
West Jordan, Utah 84081

Business License Coordinator

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valley Insurance
3818 W 5400 S
Taylorsville UT 84129

CONTACT NAME: Marisol Orona
PHONE (A/C, No, Ext): (801) 966-7283 FAX (A/C, No):
E-MAIL ADDRESS: mari.valleyinsurance@gmail.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : AUTO-OWNERS INS CO
INSURER B : Progressive Insurance
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Life Is Good Investments
7543 S 5200 W
West Jordan UT 84081-5694

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			57372462	09/26/2025	09/26/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			9852083720	09/26/2025	09/26/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB OCCUR			53-636-257-60	09/26/2025	09/26/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	INMRC			57372462	09/26/2025	09/26/2026	CEQ66	45,000
							CEQ67	35,000
							CEQ68	70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Utah Dept
po box 34871
Salt Lake City UT 84117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marisol Orona

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WEST VALLEY CITY

www.wvc-ut.gov

CONCRETE REPAIR

Approve Contract with Life is Good Investments for Hazard Mitigation at Centennial Outdoor Pool

APPROVE CONTRACT FOR CONCRETE REPAIR AT CENTENNIAL POOL



- Approved Program Mod for 2026-27
- Lowest Responsible Bidder
- Meets URMA Recommendation
- Provides Safe Community Amenity

West Valley City Issue Paper

City Council Review

Description: *Approval and execution of a Real Estate Purchase and Sale Agreement and a Quit Claim Deed.*

Fiscal Impact: $63,130.00

Funding Source: *Revenue*

Account #: *NA*

Budget Opening Required: ☐

Issue:

A resolution to approve and execute a Real Estate Purchase and Sale Agreement and a Quit Claim Deed.

Summary:

Scott H. Boettcher has signed a Real Estate Purchase and Sale Agreement for the purchase of a parcel of land located at approximately 7000 W. Gates Avenue from West Valley City.

Background:

West Valley City owns a parcel of land at approximately 7001 W. Gates Avenue which contains 6,313 square feet. Scott H. Boettcher owns the adjacent 0.71 acre parcel west of the West Valley City parcel along located at 7005 W. Gates Avenue. The West Valley City parcel is a portion of property Quit Claimed to the city from Salt Lake County in 2003 and provides access to Parcel A of the Beagley Estates Subdivision, which is also owned by the city. Parcel A is currently under lease to American Tower Delaware Corporation. The parcel being sold to Scott H. Boettcher includes an access easement in favor of the cell tower company to Parcel A. West Valley City will also retain an access easement across the parcel to access Parcel A.

The sale price of $63,130.00 for the 6,313 square foot parcel was based upon the recent sale price of other city-owned property.

Recommendation:

Approve and authorize the mayor to execute said Real Estate Purchase and Sale Agreement and the Quit Claim Deed. Authorize City Recorder to record Quit Claim Deed on behalf of West Valley City upon receipt of payment.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 10/07/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND SCOTT H. BOETTCHER FOR PROPERTY LOCATED AT APPROXIMATELY 7000 WEST GATES AVENUE.

WHEREAS, the City owns certain property adjacent to a development owned by Scott H. Boettcher ("Buyer"); and

WHEREAS, the City is willing to sell said property to Buyer; and

WHEREAS, the City and Buyer have prepared a Real Estate Purchase and Sale Agreement (the "Agreement") and a Quitclaim Deed from City to Buyer (the "Deed"), setting forth the terms of said sale; 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 and the Deed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute and the City Recorder is authorized to record said Agreement and Deed for and on behalf of the City, subject to approval of the final form of the Agreement and Deed 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

WEST VALLEY CITY
REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 20_____, by and between West Valley City, a political subdivision of the State of Utah (hereinafter, the "Seller"), and Scott H. Boettcher (hereinafter, the "Buyer"). The foregoing entities are sometimes referred to individually as a "Party" or collectively as the "Parties."

R E C I T A L S :

A. The Seller owns certain property as described in the Quitclaim Deed attached hereto and incorporated herein as Exhibit A in West Valley City, Utah (the "Property"). For purposes of this Agreement, the term "Property" shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property (except as noted in the Quitclaim Deed), including, without limitation, all water and mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

B. The Seller agrees to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

A G R E E M E N T :

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by quitclaim deed in the form attached hereto as Exhibit A, subject only to those title matters which are acceptable to the Buyer.

2. **Purchase Price.** The Purchase Price for the Property shall be $63,130.00.

3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied:

   a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.

b. Approval of the City Council. This Agreement and transaction must be approved by the City Council of West Valley City.

4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the quitclaim deed in the office of the Salt Lake County Recorder. The Closing shall occur within sixty days of execution of this Agreement unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.

   a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Purchase Price.

   b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the duly executed and acknowledged Quitclaim Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.

   c. Costs. The Parties shall equally share all closing costs, including title, escrow and recording costs.

   d. Failure to Deliver.

      (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action to compel specific performance by the Buyer. All costs shall be borne by the Party incurring the cost. The Seller expressly agrees that the action for specific performance pursuant to this Section shall be the Seller's sole remedy for the Buyer's failure to perform or deliver at the Closing.

      (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may commence an action to compel specific performance by the Seller. All costs shall be borne by the Party incurring the cost. The Buyer expressly agrees that the action for specific performance pursuant to this Section shall be the Buyer's sole remedy for the Buyer's failure to perform or deliver at the Closing.

   e. Prorations.

      (i) All water, sewer, and utility charges for the Property.

      (ii) Seller is a tax-exempt entity and no taxes are outstanding. If the sale of the Property causes any taxes to be assessed against the Property for tax year 2025, said taxes shall be the responsibility of the Buyer since the Seller is tax-exempt.

(iii) All levied or pending assessments affecting the Property.

(iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. **Seller's Representations, Warranties and Covenants.**

a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:

(i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.

(ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.

(iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.

(iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.

(v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

(vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

(vii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.

(viii) This terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.

7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (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 Buyer:	Scott H. Boettcher 4254 S. Park Street Millcreek, Utah 84107
If to the Seller:	West Valley City Attn: City Manager 3600 Constitution Boulevard West Valley City, Utah 84119
With a copy to:	City Attorney West Valley City 3600 Constitution Boulevard West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement.

12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.

18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.

19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

(Signatures follow)

BUYER

Scott H. Boettcher

State of UT)
:ss
County of SALT LAKE)

On this 7TH day of OCTOBER, 2026, personally appeared before me Scott H Boettcher, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed on the foregoing instrument, and who acknowledged to me that he executed the same.

NOTARY PUBLIC
Brennan D Brown
Commission No. 749682
Commission Expires
JUNE 17, 2030
STATE OF UTAH

Notary Public

SELLER
WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
City Attorney

By: _____

Date: _____

EXHIBIT A
QUITCLAIM DEED

WHEN RECORDED RETURN TO:
Scott H. Boettcher
4254 S. Park Street
Milcreek, Utah 84107

Space above for County Recorder's use

PARCEL I.D. **14-22-**

QUIT-CLAIM DEED

West Valley City, GRANTOR, hereby Quit Claims to **Scott H. Boettcher**, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at approximately **7001 W. Gates Avenue**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

> A portion of Lot 19, Block 2, East Magna Plat A, according to the official plat thereof, as recorded in Book G at Page 74, in the office of the Salt Lake County Recorder, located in the Southwest Quarter of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 19, Block 2, East Magna Plat A subdivision, and running thence South 00°07' West 231.00 feet to the northerly boundary of Beagley Estates Subdivision, according to the official plat thereof as recorded in Book 2006 at page 246 in the office of the Salt Lake County Recorder; thence South 89°35' West 26.66 feet along said subdivision; thence North 00°13' East 231.00 feet; thence North 89°35' East 28.00 feet to the Point of Beginning. Containing 6,313 square feet.

Grantor reserves for itself and its successors and assigns an easement for ingress and egress over the above described parcel in favor of the adjoining Parcel A of Beagley Estates Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

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

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

GRANTOR

_____

Karen Lang, Mayor

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Karen Lang**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and said document was signed by her in behalf of West Valley City by authority of a resolution of City Council, she acknowledged to me that said West Valley City executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
Scott H. Boettcher
4254 S. Park Street
Milcreek, Utah 84107

Space above for County Recorder's use

PARCEL I.D. #**14-22-**

QUIT-CLAIM DEED

West Valley City, GRANTOR, hereby Quit Claims to **Scott H. Boettcher**, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at approximately **7001 W. Gates Avenue**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

> A portion of Lot 19, Block 2, East Magna Plat A, according to the official plat thereof, as recorded in Book G at Page 74, in the office of the Salt Lake County Recorder, located in the Southwest Quarter of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 19, Block 2, East Magna Plat A subdivision, and running thence South 00°07' West 231.00 feet to the northerly boundary of Beagley Estates Subdivision, according to the official plat thereof as recorded in Book 2006 at page 246 in the office of the Salt Lake County Recorder; thence South 89°35' West 26.66 feet along said subdivision; thence North 00°13' East 231.00 feet; thence North 89°35' East 28.00 feet to the Point of Beginning. Containing 6,313 square feet.

Grantor reserves for itself and its successors and assigns an easement for ingress and egress over the above described parcel in favor of the adjoining Parcel A of Beagley Estates Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

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

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

GRANTOR

_____

Karen Lang, Mayor

State of _____)
:ss
County of _____)

On this _____ day of _____, 2026, personally appeared before me **Karen Lang**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and said document was signed by her in behalf of West Valley City by authority of a resolution of City Council, she acknowledged to me that said West Valley City executed the same.

_____
Notary Public

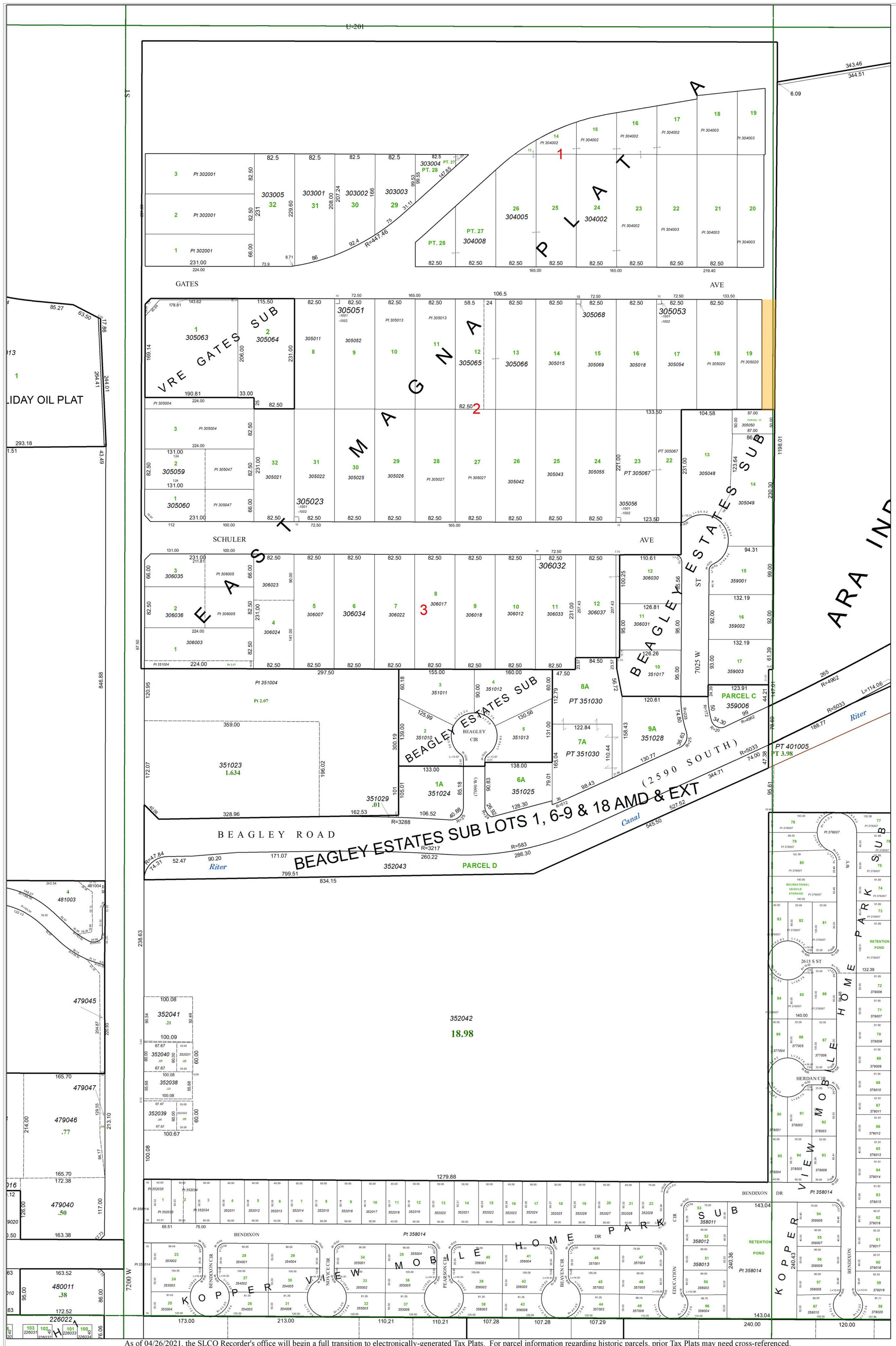
Gate Avenue



West Valley City property to be sold to adjacent property owner	4/10/2025
Scale: 1 inch= 40 feet	File:

Tract 1: 0.1449 Acres (6313 Sq. Feet), Closure: s24.3959e 0.01 ft. (1/54768), Perimeter=517 ft.

01 n00.13w 231
02 n89.35e 28
03 s00.07w 231
04 s89.35w 26.66



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

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

W 1/2 SW 1/4 Sec 22 T1S R2W

SALT LAKE COUNTY, UTAH

1/29/2025

178

Scale 1"=100'

0 100' 200'

Feet

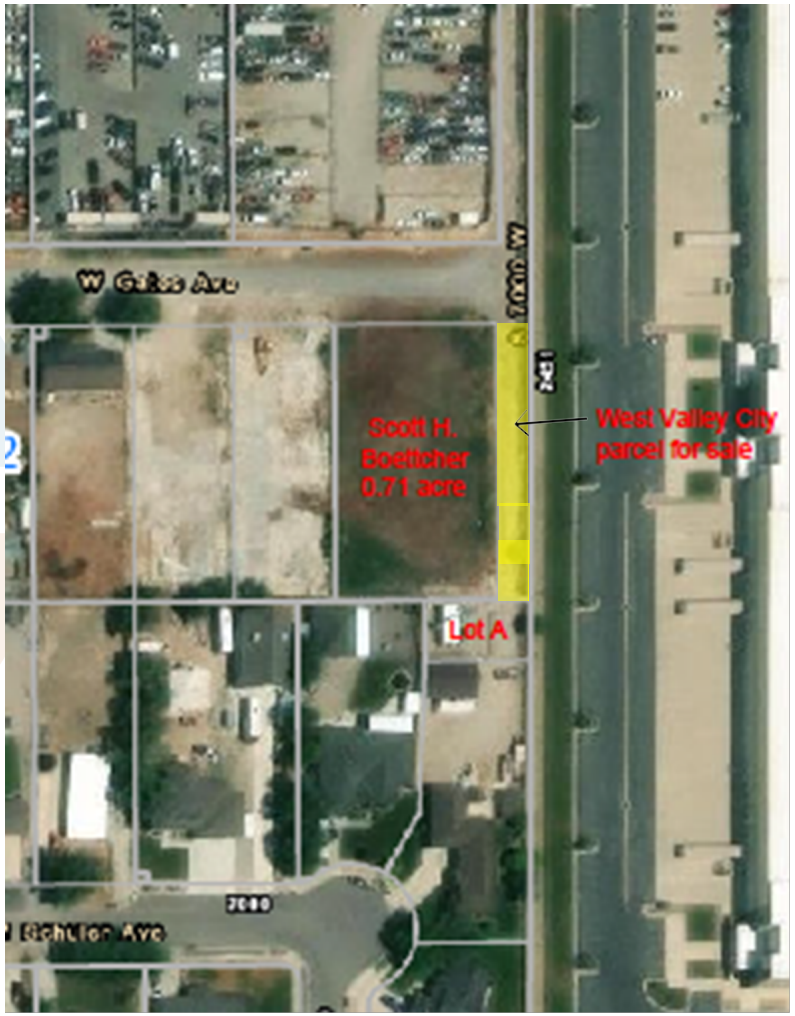
14-22-31

Area

Section

Page

Sale of property to Scott H. Boettcher



- Sale of 6,313 square feet of property to Scott H. Boettcher
- Sale price of $63,130.00
- Property is incumbered by an Access Easement in favor of American Tower Delaware Corporation to Parcel A.
- West Valley City is retaining an Access Easement across the property to Parcel A.

WEST VALLEY CITY

West Valley City Issue Paper

City Council Review

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

Fiscal Impact: $4,800.00 plus closing costs (6.77% of actual cost)

Funding Source: *Surface Transportation Funds*

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

Budget Opening Required: *No*

Issue:

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

Summary:

Smith's Food & Drug Centers, Inc., an Ohio corporation has signed a Real Estate Purchase Contract along with a Temporary Construction Easement in favor of West Valley City for property located at 4065 S. Redwood Road (15-34-452-007).

Background:

The Smith's Food & Drug Centers, Inc., an Ohio corporation property located at 4065 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 $4,800.00 plus closing costs. The city portion of the matching funds on the project ($324.96) will be paid to UDOT. Compensation for the purchase of the 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. Authorize City Recorder to record the Temporary Construction Easement after distribution of funds by UDOT.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 10/13/2026

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM SMITH'S FOOD & DRUG CENTERS, INC. FOR PROPERTY LOCATED AT 4065 SOUTH REDWOOD ROAD.

WHEREAS, Smith's Food & Drug Centers, Inc. (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 4065 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

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 106: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: 15-34-452-007
Property Address: 4065 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: ~~1550 South Redwood Road, Salt Lake City, UT 84104~~ c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Smith's Food ~~King Properties, Inc.~~ + Drug Centers, Inc.

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Smith's Food King Properties, Inc. ("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 106:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $4,800 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.

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 106: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: 15-34-452-007
Property Address: 4065 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: ~~1550 South Redwood Road, Salt Lake City, UT 84104~~ c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Smith's Food ~~King Properties, Inc.~~ & Drug Centers, Inc.

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's Initials

City of Taylorsville or West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2172(9)8 Parcel No.(s): 106: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: 15-34-452-007
Property Address: 4065 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: ~~1550 South Redwood Road, Salt Lake City, UT 84104~~ c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Smith's Food ~~King Properties, Inc.~~ & Drug Centers, Inc.

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):

_____ 9-1-2026

100% Print Name: ~~Smith's Food King Properties, Inc~~ Date

& Kyle R. Grubbs, Vice President, Smith's Food & Drug Centers, Inc., an Ohio corporation

WEST VALLEY CITY

_____ _____

Karen Lang, Mayor Date

TCM

Grantor's Initials

Project No: F-2172(9)8 Parcel No.(s): 106: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: 15-34-452-007
Property Address: 4065 South Redwood Road, WEST VALLEY CITY, UT 84123
Owner's Address: ~~1550 South Redwood Road, Salt Lake City, UT 84104~~ c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Smith's Food ~~King Properties, Inc.~~ + Drug Centers, Inc.

Exhibit A
(Attach conveyance documents)

Grantor's Initials

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

Temporary Easement

(CORPORATION)
Salt Lake County

Tax ID No. 15-34-452-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:106:E

SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation, formerly known as Smith's Food & Drug Center, Inc., a Delaware corporation, formerly known as Smith's Food King Properties, Inc., a Utah corporation, 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 southwesterly corner of said entire tract at a point 107.08 feet N.00°01'15"W. along the Quarter section line and 356.84 feet East from the South Quarter Corner of said Section 34 at a point 82.01 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 26+36.19; and running thence N.13°45'11"W. 17.50 feet along a westerly boundary line of said entire tract to a point 99.46 feet radially distant northerly from said control line opposite Engineers station 26+34.80; thence N.76°14'49"E. 41.38 feet to a point 102.15 feet radially distant northerly from said control line opposite Engineers station 26+78.37; thence S.13°45'11"E. 17.50 feet to the southerly boundary line of said entire tract a point 84.67 feet radially distant northerly from said control line opposite Engineers station 26+79.36; thence along said southerly

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:106:E

boundary line S.76°14'49"W. 41.38 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 724 square feet or 0.017 acre, more or less.

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

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

SMITH'S FOOD & DRUG CENTERS, INC.

_____
Signature

_____
Print Name and Title

On this _____ day of _____, in the year 2026, before me personally appeared Kyle R. Grubbs, 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 Vice President of said SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation and that said document was signed by him/her on behalf of said SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation.

_____
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

(CORPORATION)
Salt Lake County

Tax ID No. 15-34-452-007
PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:106:E

SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation, Grantor, formally known as Smith's Food & Drug Centers, Inc., a Delaware corporation, formally known as Smith's Food King Properties, Inc., a Utah corporation, 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 southwesterly corner of said entire tract at a point 107.08 feet N.00°01'15"W. along the Quarter section line and 356.84 feet East from the South Quarter Corner of said Section 34 at a point 82.01 feet radially distant northerly from the Meadowbrook Expressway Project control line opposite Engineers Station 26+36.19; and running thence N.13°45'11"W. 17.50 feet along a westerly boundary line of said entire tract to a point 99.46 feet radially distant northerly from said control line opposite Engineers station 26+34.80; thence N.76°14'49"E. 41.38 feet to a point 102.15 feet radially distant northerly from said control line opposite Engineers station 26+78.37; thence S.13°45'11"E. 17.50 feet to the southerly boundary line of said entire tract a point 84.67 feet radially distant northerly from said control line opposite Engineers station 26+79.36; thence along said southerly

Continued on Page 2

PIN No. 22082
Project No. F-2172(9)8
Parcel No. 2172:106:E

boundary line S.76°14'49"W. 41.38 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 724 square feet or 0.017 acre, more or less. As more particularly described on Exhibit "A" attached hereto and made a part hereof.

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

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

SMITH'S FOOD & DRUG CENTERS, INC.,
an Ohio corporation

Signature
Kyle R. Grubbs
Vice President

Print Name and Title

APPROVED JKG/DS 9-1-26 LAW DEPT.

On this 1st day of September, in the year 2026, before me personally appeared Kyle R. Grubbs, 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 Vice President of SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation, and that said document was signed by him/her on behalf of said SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation.

Notary Public

NOTARY PUBLIC STATE OF OHIO

DOROTHY D ROBERTS
Notary Public
State of Ohio
My Comm. Expires
January 15, 2028

REDWOOD RD (SR-68)

WEST VALLEY CITY
(INCORPORATED)

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

SECTION LINE

Exist Hwy R/W Line

r/w

℄

SW1/4 SE1/4
SEC. 34

SMITH'S FOOD KING PROPERTIES INC
4065 S REDWOOD RD
15-34-452-007

17.50'
41.38'
41.38'
17.50'

106:E TEMPORARY CONSTRUCTION EASEMENT

MEADROWBROOK EXPY

SECTION LINE

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
106:E	SMITH'S FOOD KING PROPERTIES INC	0.017	724	NONE		TEMPORARY	

60 30 0 60
SCALE IN FEET

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.

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - KIMLEY-HORN

PROPERTY OWNER: SMITH'S FOOD KING PROPERTIES INC

PROPERTY ADRESS: 4065 S REDWOOD RD

3900 SOUTH; REDWOOD RD
TO JORDAN RIVER BRIDGE

PROJECT

PROJECT NUMBER: F-2172(9)8

PIN: 22082

RIGHT-OF-WAY

02P
PARTIAL SUMMARY NO.

106-EXHIBIT
SHEET NO.

DGN: File://udot.pw/udotpw/bentleyaccounts/pw-01/Documents/UDOT Projects/Region 2 Projects/22082_F-2172(9)8_3900_SOUTH_REDWOOD_RD_TO_JORDAN_RIVER_BRIDGE/Right of Way/22082_F-2172(9)8_ROE_106_Exhibit.dgn

11-MAY-2026

Address	Entity	Year Approved
1251 W 3300 S	Village at River's Edge, LLC	2023
1483 W 2320 S	DAI Managers, LLC	2017
1525 W 3300 S	Ty Thomas and Mike Lingwall	2006
1557 W 2320 S	Center Pointe Development, LLC	2007
1559 W 3860 S	David Troung	2012
1770 W 4100 S	West Valley, JMYL, LP	2019
2055 W 3500 S	Raywang Corporation	2007
2256 S 5700 W	CDC Maintenance, LLC	2024
2272 S 5600 W	Six Bugs Holdings, LLC	2024
2293 W Lexington Park Dr	First Security Bank of Utah	1990
2325 W 3650 S	TRC Lexington, LLC	2026
2327 S 7200 W	Raul Rivera	2016
2351 S Redwood Rd	Troung Properties, LLC	2021
2400 S 6100 W	Hines Acquisitions, LLC	2019
2400 S Redwood Rd	Blueridge Homes, Inc	2003
2454 S 5600 W	EGA Enterprises, LLC	2025
2519 S 3460 W	Bryan Cragun	2006
2531 S Redwood Rd	Mountain American Credit Union	2022
2545 S Lester St	Ruben Salazar	2019
2600 W 3800 S	Stay Capital, LLC	2019
2606 S Anna Caroline Dr	Colony Partners	2012
2711 S Redwood Rd	Wright-Soto, LLC	2013
2783 S High Commons Way	Zions Securities Corporation	2005
2790 W 3650 S	American First Credit Union and UTA	2009
2801 S Daybury Dr	Suburban Land Reserve, Inc	2017
2834 S 6100 W	Keith and Tonette Kearney	2016
2846 W Lehman Ave	Redevelopment Agency of WVC	2017
2850 W 3500 S	Mountain American Credit Union	2020
2880 S 5600 W	Hotel 5600, LLC	2020
2892 S Decker Lake Dr	DAI Partners, LLC	2021
2900 W Lehman Ave	ICO Multi-Family Holdings, LLC	2011
2956 W 3500 S	Zions First National Bank	2017
2965 W 3500 S	Fairbourne Real Estate Investors, LLC	2018
2986 W Lehman Ave	ICO Multi-Family Holdings, LLC	2018
2996 S Redwood Rd	DAI Partners, LLC	2025
3000 S Decker Lake Dr	Miller Lake Park Station, LLC	2008
3036 S Decker Lake Dr	Rockworth Companies, LLC	2020
3048 S Thorup Circle	Douglas and Elaine Thorup	2007
3076 S Decker Lake Dr	CCWV, LLC	2021
3100 S Lester St	Trophy Homes, LC	2001
3128 S 6400 W	MJS Real Properties, LLC	2013
3155 S 7200 W	Majestic Villas, LLC	2007
3201 S Redwood Rd	Domichel Lands, LLC	2025

3244 S 3600 W	Randy and Michelle Tousley	2008
3248 S 6400 W	Canyon Cove Homes, LLC	2018
3250 S 7200 W	Stride Investments, LC	2003
3264 W 3100 S	David Brundle Estate	2017
3315 S 6400 W	3315 S 6400 W, LLC	2007
3320 S 6400 W	3320 S 6400 W	2016
3464 W 3500 S	McDonald's Real Estate Company	2013
3524 W Market St	Redevelopment Agency of WVC	2011
3525 S 6800 W	Premier Land Development, LLC	2021
3532 S 5450 W	Brent Beutler	2021
3535 S Market St	West Valley Land Holdings, LLC	2017
3536 S 1950 W	Superior Water and Air, Inc	2021
3540 W 4700 S	Antworx, Inc	2021
3550 S 4400 W	Sonrise Baptist Church	2021
3554 S 3200 W	Brad Reynolds Construction	2021
3567 S 5600 W	DEV Group, LLC	2019
3570 S 2700 W	DRH Properties, LLC	2025
3572 S 1950 W	Western Flats, LC	2020
3579 S Redwood Rd	Truong Properties, LLC	2018
3593 S 4000 W	Horizon Property Group, LLC	2004
3601 S 2700 W	Constitution Boulevard Hotel, LLC	2018
3601 S 2700 W	Coventry II Satterhield Helm Valley	2008
3615 S Redwood Rd	Millburn Manor, LLC	2007
3622 S 6000 W	Paul Thomas	2006
3639 S 5600 W	Reunion Village, LLC	2007
3646 W 4700 S	SBH Family, LC	2003
3650 S 3200 W	Iverson Homes, LC	2004
3661 S 5450 S	Alden Taylor	2006
3662 S 6000 W	Paul and Manuela Oja	2013
3688 S Redwood Rd	Edge Homes Utah, LLC	2024
3700 S 6400 W	Arcadia Properties, LLC	2016
3702 S 5450 W	Hamlet Development Corp	2021
3724 S 3200 W	3732 W Valley, LLC	2021
3750 S 6770 W	Hallmark Homes and Development	2006
3755 S 5450 W	MD&L, LC	2018
3765 S 6515 W	Oakhaven Management, LLC	2007
3771 S 6000 W	Ronald and Hope Latham Trust	2017
3789 S 5200 W	Arcadia SP, Inc	2022
3790 S 3600 W	Lifestyle Homes of Utah, LLC	2012
3793 S 5725 W	RLRR Properties, LLC	2020
3801 S 6400 W	Grow Development, LLC	2025
3814 S 6000 W	Grow Development, LLC	2024
3816 S 3200 W	Bryan and Chantel Bradford	2022
3830 S 3600 W	Woodbury, LLC	2005
3831 S 2700 W	Mountain High Real Estate Advisors, Inc	2023
3846 S 2200 W	Loay Alabbas	2022

3870 S Redwood Rd	Pent-M Redwood Road, LLC	2021
3879 S 4000 W	Premier Land Development, LLC	2018
3892 W 3100 S	Cody Roberts	2005
3909 S 2200 W	PSB Investments, LLC	2022
3935 W 2925 S	Professional Brokers	2003
3955 S 2200 W	Norma Hanson	2011
3973 S 2200 W	Cabco 2200, LLC	2006
4001 S 6000 W	Bustos Land, LLC	2007
4016 S 6000 W	Jil Covington	2018
4016 W 3100 S	Iverson Development, LC	2004
4053 S 7200 W	Paul Swenson	2024
4085 S 4000 W	Thang Pham and Loan Luu	2010
4155 S 6000 W	Vahid Sadeghi	2020
4301 W 4570 S	Nhu Y Enterprise, LLC	2023
4344 W 3500 S	Maria Dubon	2023
4363 S 6400 W	Mallory Vistas, LLC	2005
4400 S 6000 W	Vistas at Westridge, LLC	2005
4410 S 3600 W	Moore Homes, LC	2014
4434 S 5400 W	Utah Real Estate Development, LLC	2013
4448 S 3600 W	Cory Angell	2012
4505 S 5600 W	Westridge Properties, LLC	2004
4530 S 2700 W	Brad Reynolds Construction	2017
4565 W 3500 S	Pyramid Auto Sales, Inc	2020
4601 S 6000 W	Ty Thomas and Boyd Brown	2006
4612 W 3500 S	Jesse Jensen	2019
4619 W 4100 S	Condie Properties, LC	2020
4758 W 4100 S	Chun Hsiang and Hong Xiao	2014
4850 W 3500 S	Fetzers, Inc	2020
4914 W 4700 S	Meng Chhour	2021
5143 W 3500 S	Matrix Capital Advisors, LC	2023
5170 S Westridge Blvd	Pristine Alpine Entertainment, LLC	2002
5173 W 3500 S	Carl and Jennifer Newland	2025
5187 W 3500 S	Florentino Lopez	2008
5200 S 5600 W	Ivory Land Corporation	2005
5200 W 3500 S	Dan Northrup	2014
5220 W Highbury Parkway	Castlewood Development, Inc	2012
5221 W 3500 S	Dan Northrup and John Jensen	2009
5338 S 5600 W	Murray Family Investments, LLC	2013
5340 W 3500 S	5340 PriceTAG, LLC	2019
5350 W 3100 S	Ivory Development, LLC	2008
5430 W 3100 S	Ivory Development, LLC	2007
5430 W 3500 S	Steve and Elva Lowder	2007
5432 W High Market Dr	Arbor Gardner Highbury, LC	2013
5443 S 6055 W	SilencerCo, LLC	2017
5460 W 3500 S	Cody Roberts	2006
5548 W 4100 S	Utah Land Co, LLC	2026

5573 W 4100 S	The DRH Company	2015
5610 W 5400 S	SCP Westridge 1, LLC	2011
5718 W 3500 S	Lifetime Holdings, LLC	2021
5750 W 2300 S	5700 West WVC Owner, LLC	2026
5777 W 6200 S	Home Center Construction	2005
5892 W Parkway Blvd	Ivory Land Corporation	2024
5990 W 3500 S	Clark Construction & Services, LLC	2025
6024 W 3500 S	Kris Kemp, LLC	2006
6041 W Parkway Blvd	Jim Jacketta	2007
6051 W 2100 S	Richard Godfrey	2006
6087 W Parkway Blvd	Arcadia SP, Inc	2021
6101 W Parkway Blvd	Robert Schroeder	2007
6108 W 3500 S	Vista Investing, LLC	2005
6158 W 2920 S	Granger Hunter Improvement District	2026
6200 W 5700 S	Moore Homes, LC	2006
6222 S SR-111	MAC8, LLC	2020
6300 S 6300 W	Perry Homes, Inc	2002
6420 S SR-111	Sunset Hills, LLC	2006
6420 W 3270 S	William Dew	2004
6500 S 5600 W	Williamsburg Holdings Company, LLC	2018
6570 W 3500 S	Lawrence Aposhian	2015
6771 W Parkway Blvd	Will and Stacy Christensen	2006
6800 W 3500 S	Hunter Village, LC	2001
6865 W 4100 S	West Valley 22, LLC	2021
6941 W SR-201	Jesse Rodney Dansie Living Trust	2020
7000 W 4100 S	Ivory Development, LLC	2014
7005 W Gates Ave	Scott Boettcher	2025
7007 W Apaloosa Dr	7007 Series of Chinita, LLC	2024
7035 W Gates Ave	West Gates, LLC	2025
7079 W Gates Ave	Samuel Wright	2017
7091 W Gates Ave	Samuel Wright	2023
7104 W Gates Ave	Wind River Construction and Development, Inc	2017
7147 W Parkway Blvd	Moore Homes, LC	2021

Project Status	Notes
Partially completed	
Completed	
Completed	
Completed	
Completed	
Partially completed	
Completed	
Completed	
Not started	
Completed	
Not started	
Completed	
Not started	
Completed	
Completed	
Completed	
Completed	
Completed	
Not started	Just caps the # of lots at 2
Completed	
Completed	
Completed	
Completed	
Completed	
Not started	
Not started	Design standards for one new home
Completed	
Completed	
Completed	
Completed	
Completed	
Completed	
Completed	
Completed	
Not started	
Completed	
Completed	
Completed	
Completed	
Completed	
Completed	
Completed	
Not started	

Completed		
Partially completed	1 lot remains	
Completed		
Partially completed	1 lot remains	
Not started		
Completed		
Completed		
Completed		
Partially completed		
Not started	Design standards for one new home	
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Not started		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Partially completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Not started	Design standards for one new home	
Completed		
Not started		
Completed		
Not started		
Partially completed		
Not started	Design standards for 2 new homes	
Completed		
Completed		
Not started		

Not started		
Partially completed	2 lots remain	
Completed		
Not started	Design standards for one new home	
Completed		
Not started		
Completed		
Not started		
Not started		
Completed		
Not started		
Completed		
Not started	4 lots remain	
Not started		
Completed		
Completed		
Partially completed	3 lots remain	
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Completed		
Not started		
Partially completed	6 lots remain	
Completed		
Completed		
Not started		
Completed		
Completed		
Not started		
Completed		
Completed		
Not started		
Completed		
Completed		
Completed		
Completed		
Partially completed		
Completed		
Not started		
Completed		
Completed		
Completed		
Not started		

Completed
Completed
Completed
Not started
Partially completed
Partially completed
Not started
Replaced
Replaced
Completed
Partially completed
Not started
Not started
Not started
Completed
Partially completed
Completed
Completed
Completed
Not started
Completed
Not started
Completed
Partially completed
Completed
Completed
Not started
Not started
Not started
Completed
Not started
Completed
Not started



WEST VALLEY CITY

www.wvc-ut.gov

Expiration Dates for Development Agreements

Development Agreement Audit

- 168 development agreements (excluding amendments)
  - 108 completed projects
  - 16 partially completed projects
  - 42 projects not yet started
  - 2 agreements were replaced by newer agreements
- For partially completed projects, 7 were approved in the last 5 years and 13 were approved in the last 10 years.
- For projects that haven't started yet, 25 were approved in the last 5 years and 36 were approved in the last 10 years.

Expiration Considerations

- Most development agreements are accompanied by a zone change. The zoning would need to be changed back to the original zoning before the agreement expires.
- How much time should be given?
- Should agreements on projects that are partially completed be expired?
- If the State continues to erode local land use authority, the City may lose leverage by expiring an agreement.

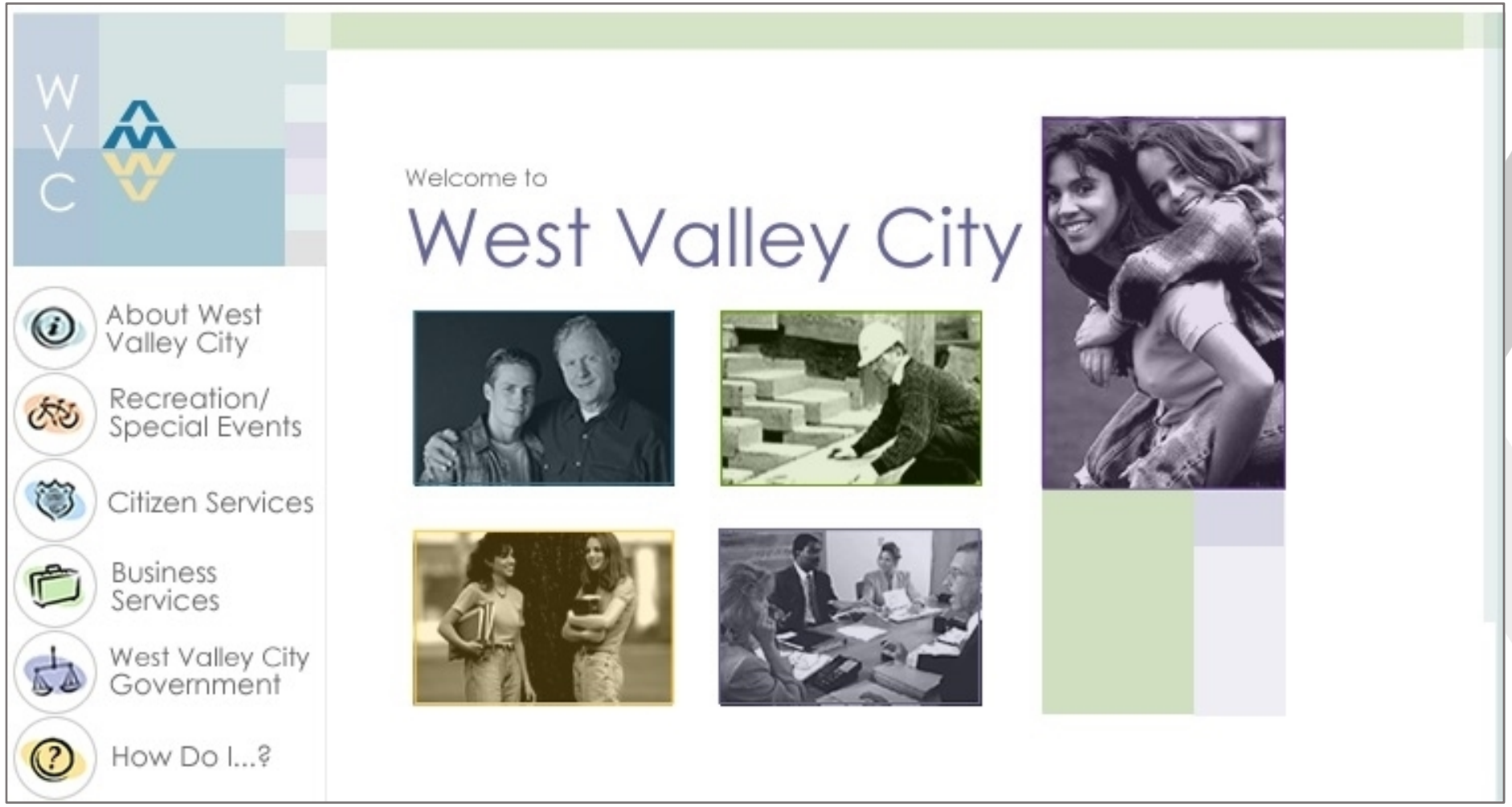


WEST VALLEY CITY

www.wvc-ut.gov

WEBSITE REDEVELOPMENT

WEBSITE EVOLUTION: Pre-2007



WEBSITE EVOLUTION: 2007 – 2012



WEBSITE EVOLUTION: 2012 - 2016



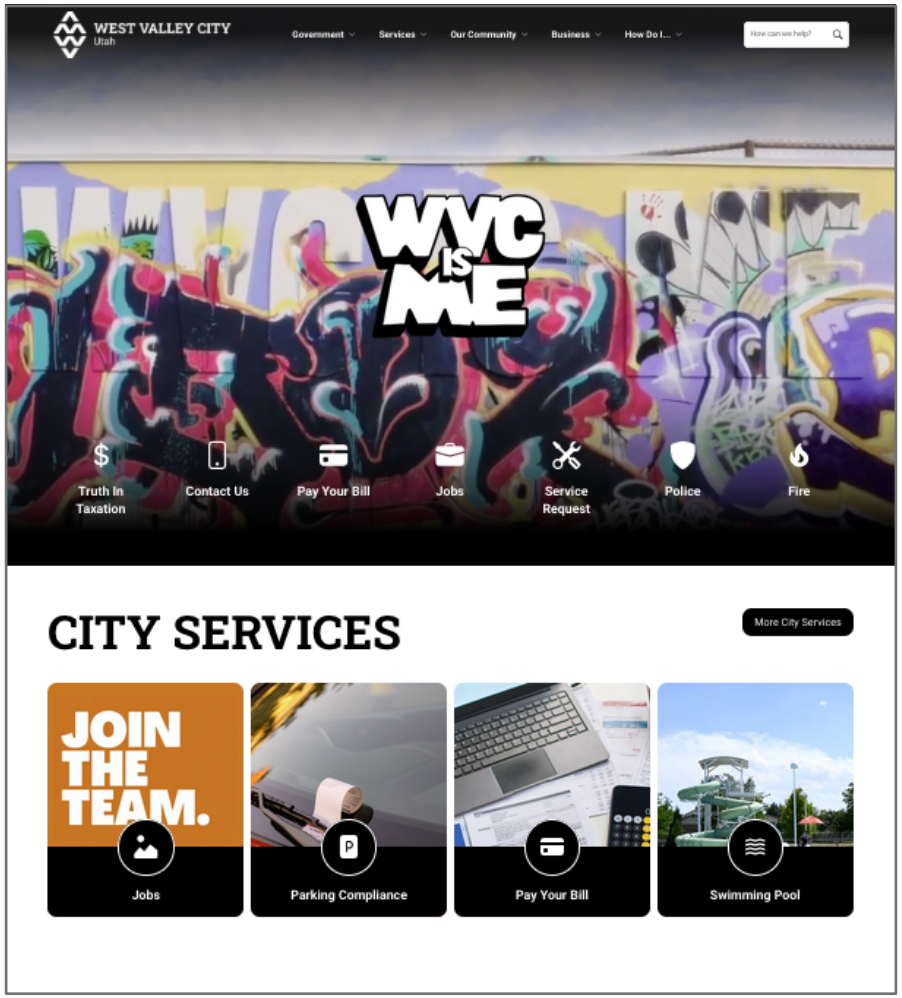
WEBSITE EVOLUTION: 2016 - 2020



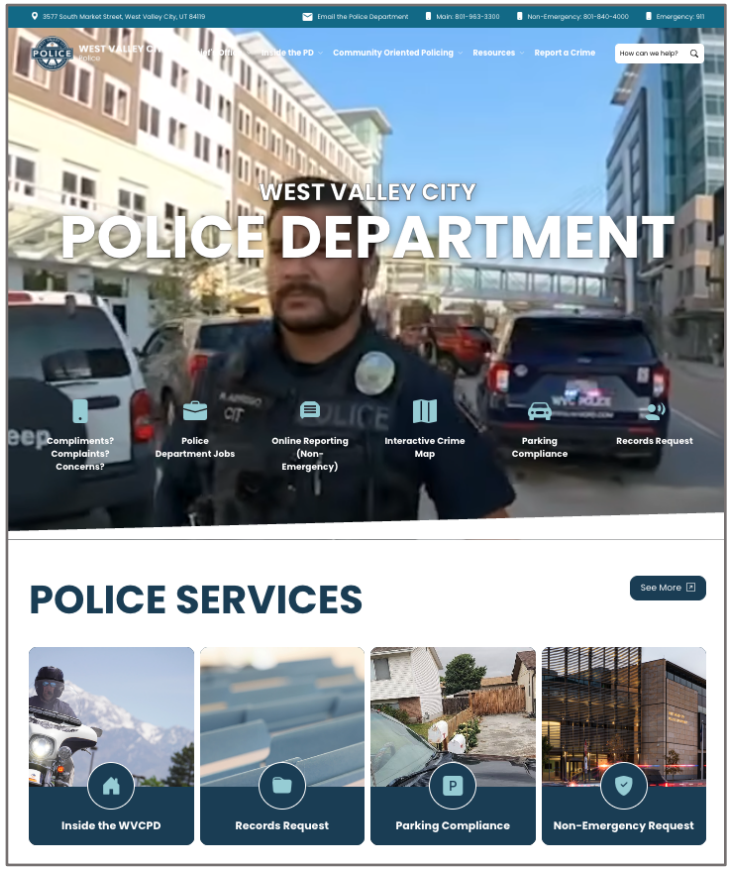
WEBSITE EVOLUTION: 2020 - 2026

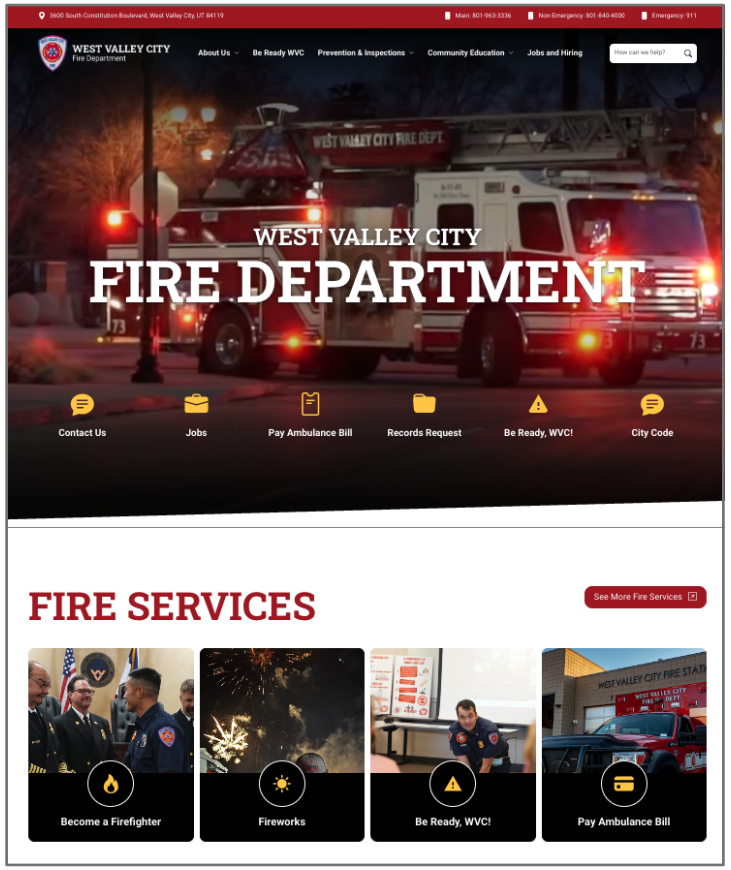


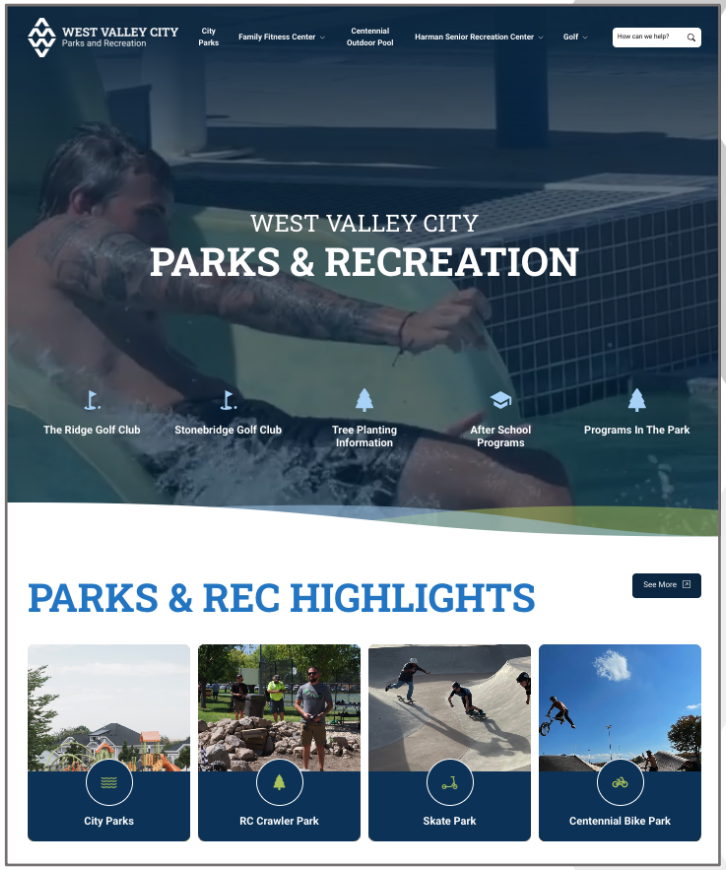
WEBSITE EVOLUTION: 2026



WEBSITE EVOLUTION: 2026







FEATURES & UPGRADES

- Government website information and services without feeling like a government website
  - Emphasis on people and high-quality visuals
- AI-assisted search
  - Allows for conversational search
  - Search results get better as we “train” the AI to read our website and anticipate questions
- Separate Microsite for Police, Fire, and Parks
  - Better differentiation between sites with different functions

ACCESSIBILITY & COST SAVINGS

- WCAG 2.2 ADA Compliance built in
  - Meets all Title II Accessibility Requirements
- Meets Title II PDF accessibility requirements
- Cost savings of more than $18,000 annually

October 20, 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.

October 2026

Oct 20 – Nov 4, 2026 *Tuesday – Wednesday*	Dia de los Muertos Ofrendas and Art Exhibits, M-Th 8 AM - 6 PM Fri-Sat 9 AM – 4 PM; UCCC, 1355 W 3100 S
October 22, 2026 *Thursday*	Halloween Trunk or Treat, 6-9 PM; WVCFFC, 5415 W 3100 S
October 24, 2026 *Saturday*	MyHT Day of Service in the West Granger Area, 8 AM; 3305 S Scottsdale Dr
October 24, 2026 *Saturday*	Annual Pumpkin Float, 12-1 PM; WVCFFC, 5415 W 3100 S
October 24, 2026 *Saturday*	Day of the Dead, 12 PM – 6 PM; UCCC, 1355 W 3100 S
October 28, 2026 *Wednesday*	Community Meeting with Chief Jacobs, 12 PM; Facebook Live
October 29, 2026 *Thursday*	Retirement Celebration for Deputy Chief Kent Stokes, 3 PM; 3577 S Market Street
October 30, 2026 *Friday*	AutCon, 8:30 AM – 4:30 PM; UCCC, 1355 W 3100 S

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

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

November 2026

November 4, 2026 *Wednesday* Global Med Ribbon Cutting, 2-3:45 PM; 6075 W SR-201 Frontage Rd

November 4, 2026 *Wednesday* Healthy West Valley Committee, 3-4:30 PM; UCCC, 1355 W 3100 S

November 6, 2026 *Friday* Veteran Voices, 7-9 PM; UCCC, 1355 W 3100 S

November 7, 2026 *Saturday* Co-Lab Gratitude Fest, 9 AM – 3 PM; UCCC, 1355 W 3100 S

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

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

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

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

November 11, 2026 *Wednesday* All Elite Wrestling Presents Dynamite & Collision, 5:30 PM; Maverik Center, 3200 Decker Lake Dr

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

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

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

November 20, 2026 *Friday* — Co-Lab UCA Rubik's Cube Competition, 3-7:30 PM; UCCC, 1355 W 3100 S

November 21, 2026 *Saturday* — Co-Lab UCA Rubik's Cube Competition, 8 AM to 6:30 PM; UCCC, 1355 W 3100 S

November 21, 2026 *Saturday* — Clean & Beautiful City Hall Décor, 9 AM to Noon; West Valley City Hall, 3600 S Constitution Blvd

November 21, 2026 *Saturday* — Survivors of Suicide Loss, 2-4 PM; UCCC, 1355 W 3100 S

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

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

November 26, 2026 *Thursday* — Thanksgiving/City Offices Closed

November 29, 2026 *Sunday* — San Diego Clippers @ Salt Lake City Stars, 3 PM; Maverik Center, 3200 Decker Lake Dr

December 2026

December 1, 2026 *Tuesday* — Mountain America CU West Valley City Branch Ribbon Cutting, 1 PM; 5529 W 4100 S

December 1, 2026 *Tuesday* — San Diego Clippers @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

December 2, 2026 *Wednesday* — Clean & Beautiful Holiday Party, 6 PM; West Valley City Hall, 3600 S Constitution Blvd

December 4, 2026 *Friday* — Community First Fridays Trees of Diversity Opening and Concert, 7 PM; UCCC, 1355 W 3100 S

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

December 7, 2026 *Monday* — WorldStage West Valley Symphony of Utah, 7 PM; UCCC, 1355 W 3100 S

December 7, 2026 *Monday* — MyHometown Concert, 7 PM; Granger High School, 3580 S 3600 W

December 8, 2026 *Tuesday* — Santa Cruz Warriors @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

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

December 9, 2026 *Wednesday* — Healthy West Valley Committee, 3-4:30 PM; UCCC, 1355 W 3100 S

December 9, 2026 *Wednesday* — Santa Cruz Warriors @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

December 10, 2026 *Thursday* — PBS Utah Kids Holiday Event, Time TBD; UCCC, 1355 W 3100 S

December 12, 2026 *Saturday* — West Valley City Library Farewell Celebration, 3-5 PM; West Valley City Library, 2880 W 3650 S

December 14, 2026 *Monday* — WorldStage The Beehive Statesmen Barbershop Chorus with Wasatch A Cappella, 7 PM; UCCC, 1355 W 3100 S

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

December 19, 2026 *Saturday* — West Valley City Library Closure/Branch will be closed until early 2029 for reconstruction; West Valley City Library, 2880 W 3650 S

December 21, 2026 *Monday* — WorldStage Bonnie Harris & The Valley Jazz, 7 PM; UCCC, 1355 W 3100 S

December 24, 2026 *Thursday* — Christmas Eve/City Offices Closed

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

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

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

January 2027

January 5 – 10, 2027 *Tuesday – Sunday* U.S. Figure Skating Championships, Various Times; Maverik Center, 3200 Decker Lake Dr

January 16, 2027 *Saturday* Coachella Valley Lakers @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake

January 19, 2027 *Tuesday* San Diego Clippers @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

January 23, 2027 *Saturday* Valley Suns @ Salt Lake City Stars, 3 PM; Maverik Center, 3200 Decker Lake Dr

January 27, 2027 *Wednesday* Sioux Falls Skyforce @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

January 29, 2027 *Friday* Sioux Falls Skyforce @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

January 30, 2027 *Saturday* Cristian Castro, 8 PM; Maverik Center, 3200 Decker Lake Dr

January 31, 2027 *Sunday* Memphis Hustle @ Salt Lake City Stars, 3 PM; Maverik Center, 3200 Decker Lake Dr

February 2027

February 2, 2027 *Tuesday* Memphis Hustle @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

February 6, 2027 *Saturday* Comic Hockey, 7 PM; Maverik Center, 3200 Decker Lake Dr

February 8, 2027 *Monday* Texas Legends @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

February 13, 2027 *Saturday* Hot Wheels Stunt Show, 12 PM; Maverik Center, 3200 Decker Lake Dr

February 13, 2027 *Saturday* Hot Wheels Stunt Show, 7 PM; Maverik Center, 3200 Decker Lake Dr

February 14, 2027 *Sunday* Hot Wheels Stunt Show, 1 PM; Maverik Center, 3200 Decker Lake Dr

February 16, 2027 *Tuesday* Stockton Kings @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

February 18-19, 2027 *Thursday-Friday* — City Council Budget Retreat (More Details to Come)

February 26, 2027 *Friday* — Iowa Wolves @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

February 27, 2027 *Saturday* — Iowa Wolves @ Salt Lake City Stars, 6:30 PM; Maverik Center, 3200 Decker Lake Dr

March 2027

March 1, 2027 *Monday* — Mexico City Capitanes @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

March 3, 2027 *Wednesday* — Mexico City Capitanes @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

March 8, 2027 *Monday* — Valley Suns @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

March 9, 2027 *Tuesday* — Coachella Valley Lakers @ Salt Lake City Stars, 6 PM; Maverik Center, 3200 Decker Lake Dr

May 2027

May 18, 2027 *Tuesday* — Niall Horan, 7:30 PM; Maverik Center, 3200 Decker Lake Dr

May 20, 2027 *Thursday* — Jon Pardi, 7 PM; Maverik Center, 3200 Decker Lake Dr

May 28, 2027 *Friday* — A Perfect Circle, 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