The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, September 5, 2023, at 4:30 PM, in the 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. Approval of Minutes:

   A. August 22, 2023

   B. August 29, 2023 (Special Meeting)

4. Review Agenda for Regular Meeting of September 5, 2023

   A. Regular Meeting Agenda

5. Public Hearings Scheduled For September 12, 2023

   A. Accept Public Input Regarding Application SMI-7-2022, Filed by West Valley City, Requesting Final Plat Approval for the West Valley Land Holdings Subdivision-Amending a Portion of Parcel A Fairbourne Station Phase 1 Subdivision Located at 3560 South Constitution Blvd

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Action: Consider Ordinance 23-32, Approve the Amendment of Parcel A in the Fairbourne Station Phase 1 Subdivision

6. Ordinances:

A. 23-33: Amend Section 3-1-102 of the West Valley City Municipal Code to Establish Residency Requirements for Certain Positions

7. Resolutions:

A. 23-124: Affirming an Executive Search Agreement with Affion Public, LLC

B. 23-125: Ratify the City Manager's Appointment of Jamie Young as Parks and Recreation Director

C. 23-126: Adopt Findings Concerning the West Valley Central Station Area Plan

D. 23-127: Award a Contract to Highland Golf for the Lease of Golf Carts

E. 23-128: Authorize the Execution of a Professional Services Agreement With Horrocks Engineers for Engineering Services

F. 23-129: Authorize the City to Execute a Bill of Sale from the Utah Transit Authority for Improvements on 2700 West

G. 23-130: Award a Contract to Cody Ekker Construction Inc. for a Storm Drain Installation On and Around 7200 West

8. New Business Scheduled for September 12, 2023:

   A. Consider Application SMI-1-2023, Filed by Dave Lloret, Requesting Final Plat Approval of the Advanced RV Subdivison Located at 4581 West 3500 South

9. Consent Agenda Scheduled for September 12, 2023

   A. Reso 23-131: Accept a Warranty Deed from Asahi Refining USA, Inc. for Property Located at 4601 West 2100 South

   B. Reso 23-132: Accept a Warranty Deed from KH Mountain Investments, LLC for Property Located at 2630 South 3270 West

   C. Reso 23-133: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Paul Phillips for Property Located at 2635 South Constitution Blvd

10. Communications:

   A. Cheryl Street/Costco Traffic Discussion (15 min)

   B. Council Calendar

11. New Business:

   A. Potential Future Agenda Items

   B. Council Reports

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL STUDY MEETING – AUGUST 15, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, AUGUST 15, 2023 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jeanette Carpenter, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
Mark Nord, RDA Director *(electronically)*
John Flores, HR Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Steve Lehman, CED
Eric Madsen, Public Works
Coby Wilson, Public Works

APPROVAL OF MINUTES OF STUDY MEETING HELD AUGUST 15, 2023
The Council considered the Minutes of the Study Meeting held August 15, 2023. There were no changes, corrections or deletions.

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Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held August 15, 2023. Councilmember Fitisemanu 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 AUGUST 22, 2023

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.

AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR SEPTEMBER 5, 2023

A. **PROCLAMATION RECOGNIZING THE MONTH OF SEPTEMBER 2023 AS FOUNDERS AND CONSTITUTION MONTH**

Councilmember Whetstone offered to read a Proclamation Recognizing the Month of September 2023 as Founders and Constitution Month in West Valley City at the Regular City Council meeting scheduled September 5, 2023 at 6:30 PM.

PUBLIC HEARINGS SCHEDULED FOR SEPTEMBER 5, 2023

A. **ACCEPT PUBLIC COMMENT REGARDING APPLICATION SA-4-2023, FILED BY TREVOR GASSER, REQUESTING FINAL PLAT APPROVAL FOR THE SHOPPES AT LAKE PARK PHASE 2 LOT 4A AMENDED SUBDIVISION LOCATED AT 2893 SOUTH 5600 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled September 5, 2023, in order for the City Council to hear and consider public comments regarding Application SA-4-2023, Filed by Trevor Gasser, Requesting Final Plat Approval for the Shoppes at Lake Park Phase 2 Lot 4A Amended Subdivision Located at 2893 South 5600 West

Proposed Ordinance 23-30 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-30, APPROVE THE AMENDMENT OF LOT 4A IN THE SHOPPES AT LAKE PARK PHASE 2

Steve Lehman, CED, discussed proposed Ordinance 23-30 that would approve the Amendment of Lot 4A in the Shoppes at Lake Park Phase 2.

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

Trevor Gasser, is requesting a plat amendment for lot 4A of the Shoppes at

Lake Park Phase 2 Subdivision. The purpose for the amendment is to create an additional building lot from the last remaining vacant lot in the subdivision.

The Shoppes at Lake Park Phase 2 was recorded with the Salt Lake County Recorder's Office in June 2007. Lots 4 and 5 were platted as part of that subdivision. In 2016, a boundary adjustment was approved between said lots to increase the size of lot 5 which resulted in the construction of the Burlington clothing store. The result of that adjustment left the remaining lot with an area of approximately 4.3 acres.

Mr. Gasser is now proposing to add an additional building lot and is seeking a plat amendment of lot 4A. The proposed plat amendment will consist of 2 lots on 4.3 acres. Lot 4B will comprise 3.5 acres while lot 4C will consist of .84 acres. The property is zoned C-2 which requires a minimum lot size of 20,000 square feet.

The property owner will need to prepare revised cross access and parking agreements that will need to be recorded along with the amended subdivision plat. In addition, storm water agreements may also need to be amended as the existing drainage system will impact both lots.

Councilmember Harmon asked if this property would qualify for a strip mall. Steve replied the new proposed building will be attached to Burlington. Mayor Lang verified that this would meet required ordinances. Steve replied yes.

The City Council will consider Ordinance 23-30 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-5-2023, FILED BY SPENCER PETERSEN, REQUESTING FINAL PLAT APPROVAL FOR THE GARDEN STREAM MANOR SUBDIVISION-AMENDING LOT 55 HIGATE HAMLET NO. 4 LOCATED AT 3689 SOUTH 6400 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled September 5, 2023, in order for the City Council to hear and consider public comments regarding Application SA-5-2023, Filed by Spencer Petersen, Requesting Final Plat Approval for the Garden Stream Manor Subdivision-Amending Lot 55 Higate Hamlet No. 4 Located at 3689 South 6400 West

Proposed Ordinance 23-31 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-31, APPROVE THE AMENDMENT OF LOT 55 HIGATE HAMLET NO. 4 SUBDIVISION

Steve Lehman, CED, discussed proposed Ordinance 23-31 that would approve the Amendment of Lot 55 Higate Hamlet No. 4 Subdivision

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

> Spencer Petersen is requesting final plat approval for the Garden Stream Manor Subdivision. The subdivision will also amend lot 55 Higate Hamlet No. 4 Subdivision. The subject property is bordered on the north, east and south by existing residential housing and 6400 West to the west.
>
> Mr. Petersen is requesting approval to adjust the mutual property line between his parcel and the properties to the north. The primary reason for this adjustment is that Mr. Petersen's home is located on the common property line and he would like to create a setback from the properties to the north.
>
> Mr. Petersen's parcel and the parcel directly north are not in a recorded subdivision. The property owner to the northeast is located on lot 55 of the Higate Hamlet Subdivision. Typically, a request as minor as adjusting a property line used to be handled by staff. However, State Law now requires any modification to a recorded lot be done by plat amendment.
>
> The common property line separating these properties will be moved a minimum distance of 6.5 feet on the Higate Hamlet lot and a maximum distance of 10 feet on the parcel to the north. The two parcels, and the one recorded lot will continue to meet City ordinances regarding frontage and lot area requirements.

Mayor Lang asked if the applicant is requesting this for a specific reason. Steve replied that there is an irrigation ditch that he wanted separation from as well as a setback from the property line. He noted that irrigation in the area will be adjusted as well. Councilmember Harmon asked why the home was constructed so close to the property line. Steve replied that this is a very old property that was built prior to incorporation and also likely predated zoning and setback requirements.

The City Council will consider Ordinance 23-31 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M.

RESOLUTION 23-112: APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WEST VALLEY CITY AND THE UTAH DEPARTMENT OF PUBLIC SAFETY

Colleen Jacobs, Police Chief, presented proposed Resolution 23-112 that would approve a Memorandum of Understanding (MOU) Between West Valley City and the Utah Department of Public Safety.

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

> Automatic License Plate Recognition (ALPR) systems utilize cameras to capture images of a passing vehicle and the license plate to automatically compare against a "hot list" alerting law enforcement of vehicles related to criminal investigations, wanted individuals, missing or endangered persons, or stolen vehicles. The MOU outlines conditions under which this information may be shared or used.
>
> Senate Bill 250 in the 2023 General Session of the Utah State Legislature modifies provisions related to government surveillance and allows a law enforcement agency to use license plate reading technology gathered by private entities in certain circumstances. The bill requires a law enforcement agency participating in a license plate reading technology program to publicly post policies related to license plate reading; defines parameters for the collection and retention of information for investigative searches and audit purposes; and allows the State Department of Transportation to issue a permit for the use of license plate reading technology on a state highway in certain circumstances.
>
> The MOU articulates the parameters around which ALPR data must be handled.

Mayor Lang asked if information will be shared with all City's or just the jurisdiction involved. Chief Jacobs replied it would be just with the jurisdiction involved.

The City Council will consider Resolution 23-112 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-113: APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WEST VALLEY CITY AND THE FEDERAL BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES (ATF) TO JOIN THE JOINT ATF TASK FORCE

Colleen Jacobs, Police Chief, presented proposed Resolution 23-113 that would approve a Memorandum of Understanding (MOU) Between West Valley City and the Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to Join the Joint ATF Task Force

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

> In an effort to coordinate local law enforcement resources in the investigation of firearms and explosives trafficking and firearm and explosives related violent crime and their associated organizations and networks, law enforcement agencies of the greater Salt Lake Valley, State and Federal agencies have united efforts and resources to form the ATF Task Force. The Police Department currently assigns (2) investigators to this position. This renewal agreement clarifies the reimbursement of overtime salary costs and other costs including but not limited to travel, fuel, training, and equipment, incurred by the West Valley City Police Department in providing resources to assist ATF.
>
> The mission of this task force is to focus on the reduction of violent crimes in the West Valley City Metropolitan area. This mission will be generally accomplished through the maximum effort of investigation, arrest, detention, enhanced prosecution, and forfeiture of assets of criminally active violent offenders with emphasis on criminal activity supporting violent gangs. Specifically, efforts will focus on violent street gangs, felons in possession of firearms, armed career criminals, armed robberies (Hobbs Act Violations) major theft and armed carjacking rings, murder-for-hire, Racketeering Influenced and Corrupt Organizations (RICO), and related violations under Utah Criminal Statutes.

The City Council will consider Resolution 23-113 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-114: APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN WEST VALLEY CITY AND THE FEDERAL BUREAU OF INVESTIGATIONS (FBI) TO JOIN VIOLENT CRIMES TASK FORCE

Colleen Jacobs, Police Chief, presented proposed Resolution 23-114 that would approve a Memorandum of Understanding (MOU) Between West Valley City and the Federal Bureau of Investigations (FBI) to Join Violent Crimes Task Force

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

> In an effort to coordinate local law enforcement resources in the investigation of drug trafficking, money laundering, alien smuggling, crimes of violence such as murder, aggravated assault, robbery and violent street gangs, law enforcement agencies of the greater Salt Lake Valley, State and Federal agencies have united efforts and resources to form the FBI Violent Crimes Task Force.

DRAFT

The Police Department seeks to assign one (1) investigator to this position. This agreement clarifies the responsibilities of participating agencies to establish the groundwork for the administration and operation of the taskforce.

The mission of the VCTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The VCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prospective avenues by which to convict and incarcerate dangerous offenders.

Mayor Lang asked if an officer would be assigned to the FBI fulltime. Chief Jacobs replied yes.

The City Council will consider Resolution 23-114 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-115: AUTHORIZE THE PURCHASE OF PUBLIC WORKS FLEET VEHICLES

Eric Madsen, Public Works, presented proposed Resolution 23-115 that would authorize the Purchase of Public Works Fleet Vehicles.

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

Vehicle Type	Qty	Estimated Vehicle Cost (per vehicle)	Estimated Upfit Cost (per vehicle)	Est. Vehicle and Upfit Cost (per vehicle)	Total Cost	Dept-Div.
Interceptor	16	$47,000	$11,700	$58,700	$939,200	PD-Patrol

SUV						
F-150 EX Cab	1	$50,000	$13,050	$63,050	$63,050	PD-Detectives
Camry Hybrid	1	$25,400	$4,600	$30,000	$30,000	PD-Detectives
F-150 EX Cab Long Bed	2	$50,000	$24,925	$74,925	$149,850	CPD-Animal Cont.
Transit Passenger Van	2	$57,250	$1,650	$58,900	$117,800	Parks-Fitness Ctr
F-350 EX Cab & Chassis	1	$50,000	$19,850	$69,850	$69,850	Parks-Parks Maint.
F-550 Reg Cab & Chassis	1	$54,000	$14,850	$68,850	$68,850	Parks-Parks Maint.
Transit Cargo Van	1	$57,250	$10,850	$68,100	$68,100	PW-Facilities
Explorer	1	$47,000	$4,850	$51,850	$51,850	PW-Eng.
					$1,558,550	

To maintain City's fleet in good condition, the Fleet Division recommends the replacement of 26 vehicles from the 2023 light vehicle replacement list with the vehicles described in the table below. The vehicles are recommended for replacement because of a combination of factors including mileage, age, and condition.

In addition to the purchase of vehicles, this resolution authorizes the Fleet Division to purchase miscellaneous components (lights, sirens, etc…) from various vendors. The City's Fleet Division will install and upfit the vehicles with purchased components.

Recently, there have been challenges buying vehicles due to supply chain issues. The City has and continues to prefer Ford vehicles for fleet uniformity, but last year we purchased several Dodge police SUVs because Ford was not available. We continue to see challenges in the supply chain, and Ford has not been able to give certainty of order dates or availability. The plan also includes the purchase of a Hybrid Toyota Camry which have been in the fleet for several years (we have not had availability problems with Toyota). The vehicle purchase plan is described below:

This resolution authorizes the City to make these or functionally equivalent vehicle purchases as various manufacturers make order placement available.

Vehicle prices are only estimates, as auto makers won't release pricing yet. One Police Interceptor SUV replaces a crashed Police vehicle and will be paid for by insurance payments, a budget opening is required for this vehicle only, the others are included in the budget for FY2023-24.

The City Council will consider Resolution 23-115 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-116: AUTHORIZE THE PURCHASE OF PUBLIC WORKS FLEET TRUCKS

Eric Madsen, Public Works, presented proposed Resolution 23-116 that would authorize the Purchase of Public Works Fleet Trucks.

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

The Fleet Division recommends the replacement of four trucks that will be utilized by the Public Works Department in the Operations and Sanitation Divisions. The vehicles are recommended for replacement because of a combination of factors including mileage, age, and condition. The F-550s will be equipped with plows and salters, and a flat bed that can be used for Public Works maintenance activities outside of snow season. The International Flatbed Crew cab will replace the City's crack seal truck, which will replace the Department's traffic control device truck.

In addition to the purchase of vehicles, this resolution authorizes the Fleet Division to purchase miscellaneous components (lights, plows, bed's, etc.) from various vendors.

The City's Fleet Division will install and upfit the vehicles with certain purchased components and will work with local vendors to have beds and plows installed.

Recently, there have been challenges buying Ford vehicles and all others as well due to supply chain issues. The city has and continues to prefer Ford vehicles for the city's fleet. Ford has not been able to give an exact order date or availability.

The vehicle purchase plan is described below:

Vehicle Type	**Qty**	**Estimated Vehicle Cost (per vehicle)**	**Estimated Upfit Cost (per vehicle)**	**Est. Vehicle and Upfit Cost (per vehicle)**	**Total Cost**	**Dept-Div.**
F-550 Cab & Chassis	2	$60,000	$30,000	$90,000	$180,000	Operations

International Crew	1	$135,000	$30,000	$165,000	$165,000	Operations
Ford Maverick Crew	1	$27,000	$4,000	$31,000	$31,000	Sanitation
					$376,000	

While the City intends to purchase vehicles as described in the plan above, this resolution authorizes the Fleet Division to make these or functionally equivalent vehicle purchases from other auto makers as vehicle market conditions demand. Vehicle prices are only estimates, as auto makers won't release pricing yet. The funding for these purchases is included in the budget for FY2023-24.

The City Council will consider Resolution 23-116 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-117: AUTHORIZE THE PURCHASE OF A BUCKET TRUCK FOR USE BY THE PUBLIC WORKS DEPARTMENT

Eric Madsen, Public Works, presented proposed Resolution 23-117 that would authorize the Purchase of a Bucket Truck for Use by the Public Works Department

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

In January 2022, the City Council authorized the Public Works Department to purchase an aerial lift from Semi Service company for street light maintenance for approximately $120,000. The City never took delivery of the aerial lift because we have not been able to purchase a chassis for the lift due to problems in the vehicle supply chain.

The Fleet Division found a brand-new aerial lift mounted on a Ford F-550 chassis that meets the needs of the Department that was ordered by a different agency, who later cancelled the order.

The Public Works Department recommends the City cancel the purchase of the aerial lift from Semi Service and that the City purchase the aerial lift and truck from Global Rental Company for $184,487 through a purchasing co-op Sourcewell (contract no. 062320-ALT). The vehicle needs to be transported from North Carolina and then upfitted with safety lights.

This resolution authorizes the city to make these or functionally equivalent vehicle purchases as various manufacturers make order placement available. Vehicle prices are only estimates, as auto makers won't release pricing yet. The

funding for these purchases is included in the budget for FY2023-24.

Mayor Lang asked how many miles are on the existing truck. Eric replied about 149,000. Councilmember Harmon asked what the total cost of the budget opening would need to be. Dan replied he would look into this for a specific number.

The City Council will consider Resolution 23-117 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-118: AWARD A CONTRACT TO MORGAN PAVEMENT FOR THE 2023 ASPHALT POLYMER TREATMENT PROJECT

Dan Johnson, Public Works, presented proposed Resolution 23-118 that would award a Contract to Morgan Pavement for the 2023 Asphalt Polymer Treatment Project

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

> The Public Works Department routinely bids various types of pavement preservation projects. This project consists of the application of a friction mastic seal as a high-density roadway surface preservation treatment on several roads within the City. This pavement preservation treatment is designed to seal the surface on newer pavements to prevent oxidation of the asphalt oil from ultraviolet exposure and water infiltration.
>
> One bid was received by Morgan Pavement. Morgan Pavement has performed this type of work well for the City in the past.
>
> This project will treat approximately 12 miles of roadways. An overview of the streets to be treated can be found on the Capital Improvement Plan at the following link, with the roads in this project being shown under "2023 Thin Surface Treatment Project highlighted in red.
>
> https://wvc-ut.maps.arcgis.com/apps/MapJournal/index.html?appid=20f9436d61c94007b7076dc387ae6da3

Mayor Lang asked if work will begin this year. Dan replied yes but noted that the temperature needs to be warm enough for the material to be effective. He noted that they will begin as soon as possible but will finish in the spring/early summer if the weather becomes an issue.

The City Council will consider Resolution 23-118 at the Regular Council Meeting

scheduled September 5, 2023 at 6:30 P.M

RESOLUTION 23-119: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT, ACCEPT A WARRANTY DEED, AND EASEMENT ABANDONMENTS, AND EXECUTE EASEMENTS WITH, FROM, AND IN FAVOR OF MAGNA WATER DISTRICT FOR PROPERTY LOCATED AT 2690 SOUTH 6750 WEST

Coby Wilson, Public Works, presented proposed Resolution 23-119 that would authorize the City to Enter into a Right of Way Purchase Agreement, Accept a Warranty Deed, and Easement Abandonments, and Execute Easements With, From, and in Favor of Magna Water District for Property Located at 2690 South 6750 West.

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

> The Magna Water District parcel located at 2690 South 6750 West is one of three parcels affected by the 6800 West Pond Overflow Project. West Valley City is working with Magna Water and two other property owners to improve the City's 6800 West Pond Overflow facility. The 6800 West Pond facility serves as a flood storage area for a large portion of the City before it enters the Riter Canal. Improvements will include upsizing the existing overflow pipe under 6750 West, relocation of Magna Water fence/gate and construction of a new access to the area north of the West Valley Parks maintenance building. This project will improve access, facilitate maintenance and resolve flooding issues in the area. Compensation for the purchase of the Warranty Deed and improvements is $188,700.00 based upon the Appraisal Report prepared by Integra Realty Resources.

Councilmember Huynh asked what the purchase price would be. Coby replied $188,700.

The City Council will consider Resolution 23-119 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

CONSIDER APPLICATION SMI-4-2023, FILED BY KEN MILNE, REQUESTING FINAL PLAT APPROVAL FOR THE 4700 SOUTH INDUSTRIAL SUBDIVISION LOCATED AT 6180 WEST 4700 SOUTH

Steve Lehman, CED, presented Application SMI-4-2023, Filed by Ken Milne, Requesting Final Plat Approval for the 4700 South Industrial Subdivision Located at 6180 West 4700 South.

Written documentation previously provided to the City Council included information as

follows:

> Ken Milne is requesting final plat approval for the 4700 South Industrial Park Subdivision. The subdivision is located on vacant land south of the Denver Rio Grande rail line and north of 4700 South. It extends from 6000 West to 6400 West. Properties north of the rail line are zoned residential while property to the south of 4700 South are zoned manufacturing.
>
> The proposed application is being requested to create a 5 lot subdivision in the manufacturing zone. The property consists of 20 acres and it is anticipated that the project will be platted in two phases. Staff understands that the property on the corner of 4700 South 6400 West will be sold to Granger Hunter Improvement District for their future needs.
>
> Lots will range in size from 2.6 to 6 acres. Access will be gained from 4700 South and possibly 6400 West depending upon GHID plans. There is a small .30 acre remnant parcel owned by UDOT at the southeast corner of the subdivision. The applicant has petitioned UDOT to purchase this piece and is presently going through UDOT's acquisition process. The developer believes that while the parcel has little utility for the overall development, it would be nice to landscape or finish the property to compliment his overall project.
>
> 4700 South is presently dedicated to a 66-foot right-of-way. The City's major street plan indicates that this road will be an 80-foot right-of-way. Therefore, the developer will dedicate an additional 7 feet on the north side of 4700 South as part of this project. Standard street improvements will be made including, curb, gutter, sidewalk and street lights.

Councilmember Harmon asked if a masonry wall will be required on the north property line. Steve replied yes and noted that there is a grade change so the retaining situation will need to be worked out as well. Seve Pastorik asked if the railroad is a separate parcel. Steve Lehman replied that he believes it is an easement but will double check with Dominion (the company who conducted to survey) to verify.

The City Council will consider Application SMI-4-2023 at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR SEPTEMBER 5, 2023

A. **RESOLUTION 23-120: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION**

EASEMENT WITH AND FROM WEST VALLEY SCHOOL DEVELOPMENT II, LLC FOR PROPERTY LOCATED AT 5988 WEST PARKWAY BOULVEVARD

Wayne Pyle, City Manager, presented proposed Resolution 23-120 that would authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From West Valley School Development II, LLC for Property Located at 5988 West Parkway Boulevard.

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

> The West Valley School Development II, LLC parcel located at 5988 W. Parkway Boulevard is one of several parcels affected by the Parkway Boulevard Reconstruction Project (MVC to 6400 West). This project will reconstruct the pavement and construct curb, gutter, sidewalk and decorative street lighting on both sides of Parkway Boulevard. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements $25,200.00 based upon the Appraisal Report prepared by Integra Realty Resources.
>
> The project is being funded by Surface Transportation Program (STP) using federal funds. The city is responsible for 6.77% of all project costs, including right of way. The total value for the Warranty Deed, Temporary Construction Easement and improvements is $25,200.00 plus closing costs, making the West Valley City share of the acquisition $1,706.04.

B. **RESOLUTION 23-121: ACCEPT A QUITCLAIM DEED FROM QUESTAR GAS COMPANY FOR PROPERTY LOCATED AT 3695 WEST 2100 SOUTH**

Wayne Pyle, City Manager, discussed proposed Resolution 23-121 that would accept a Quitclaim Deed from Questar Gas Company for Property Located at 3695 West 2100 South.

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

> The Questar Gas District Regulator Expansion Station-WA0530 project is located on the south side of the 2100 South (SR-201 South Frontage Road) at 3695 West. As a condition of approval of the project, conveyance of additional SR-201 South Frontage Road right-of-way was required.

C. **RESOLUTION 23-122: AUTHORIZE THE CITY TO APPROVE A DELAY AGREEMENT WITH ARCADIA PROPERTIES, LLC TO DELAY CERTAIN IMPROVEMENTS AT 6087 WEST PARKWAY DRIVE**

Wayne Pyle, City Manager, discussed proposed Resolution 23-122 that would authorize the City to Approve a Delay Agreement With Arcadia Properties, LLC to Delay Certain Improvements at 6087 West Parkway Drive.

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

> Arcadia Properties, LLC is developing a parcel of land with frontage on Parkway Blvd. West Valley City has an upcoming roadway project on Parkway Boulevard along the same frontage. The roadway project will include the installation of a storm drain system which will enable the improvements associated with this delay agreement to be constructed. All improvements will be constructed by the City Project and Arcadia Properties will reimburse the City for the construction of the improvements. Improvements include the installation of curb, gutter, sidewalk, pedestrian ramps, streetlights, and asphalt widening.

D. **RESOLUTION 23-123: RATIFY THE APPOINTMENT OF ALLEN HATCH AS AN ADMINISTRATIVE APPEALS BOARD MEMBER**

Wayne Pyle, City Manager, discussed proposed Resolution 23-123 that would ratify the Appointment of Allen Hatch as an Administrative Appeals Board Member.

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

> Allen Hatch is a resident of West Valley City who has volunteered to serve on the new Administrative Appeals Board. This resolution appoints Allen Hatch as a member of the Administrative Appeals Board.
>
> Changes made to the Administrative Code Enforcement (ACE) hearing process require the city to appoint Administrative Appeals Board members. After careful consideration the City has determined that Allen Hatch is qualified, and the City Manager is nominating him for appointment to the Board.

The City Council will consider Resolutions 23-120 through 23-123 on the Consent Agenda at the Regular Council Meeting scheduled September 5, 2023 at 6:30 P.M

COMMUNICATIONS

A. 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.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Huynh stated that he would like to discuss options related to Cheryl Street which is just south of Costco. He indicated that there are traffic issues in the area that have resulted in accidents and property damage. He noted that the addition of apartments being constructed will increase the problem.

Councilmember Huynh asked when the Crystal Avenue sidewalk project would be completed. Wayne replied that this was not approved by the Council. He indicated that Public Works presented two options for this project to the Council previously. The first was approximately $500,000 which would be a partial construction of just the sidewalk and the second would be approximately $5,000,000 which would be the complete project that included all improvements. Wayne stated that the federal funding that was approved fell through. Dan Johnson, Public Works Director, agreed and noted that the City was awarded the Safe Routes to School funding several years ago that would partially fund the Crystal Avenue Sidewalk Project. However, he noted that UDOT had a concern with how the federal grant was administered and the Safe Routes to School project was defunded at the State level so the City lost that funding source. Coby Wilson, City Engineer, stated that earlier this year, the City made an application through the State for funding but that application was denied. Councilmember Huynh asked the Council if they were willing to fund $500,000 for the partial project. After inquiry, Wayne indicated that the partial project would include a sidewalk on the south side of Crystal Avenue and would not include curb or gutter. He added that there is no guarantee that sidewalk would be salvageable once the full project is funded and ready for completion. Councilmember Christensen stated that he would be concerned about flooding and damage to the sidewalk that would make it dangerous. Mayor Lang stated that she would prefer to see the project done correctly the first time.

Councilmember Huynh asked what the Council's thoughts were regarding traffic issues on Cheryl Street. After discussion, the Council requested a presentation that would include the traffic study conducted by the apartment complex and possible solutions to traffic concerns related to Cheryl Street and the area in general.

DRAFT

Councilmember Nordfelt asked for a communication item related to the City Manager hiring process. He suggested regular updates.

Councilmember Whetstone stated that Unified Police Officer Doug Barney lived in West Valley City and was killed in the line of duty. His family still lives in the City and residents have requested a ceremonial name change on 3100 South between 6400 West and 7200 West. The Mayor and Council agreed. Wayne indicated that this could be done as a ceremonial street name change but noted that the County records would remain the same.

Councilmember Christensen expressed concern regarding weeds around trees along 4100 South. Wayne stated that staff will look into getting this taken care of.

Councilmember Huynh asked if there will be wall on the east side of 2700 West to match the one on the west side. Wayne replied yes and stated that this is currently in the works.

Councilmember Harmon indicated that the new sidewalk along 4700 South is great. He noted that the trees need to be trimmed and suggested less trees to save money. Mayor Lang stated that this could be a policy discussion the next time a street is redone. Councilmember Nordfelt stated that trees are a good investment for the City.

B. COUNCIL REPORTS

COUNCILMEMBER DON CHRISTENSEN- NATIONAL NIGHT OUT, HUMP DAY BUFFET

Councilmember Christensen stated that National Night Out has been very well done and very well attended. He indicated that he is concerned about Hump Day Buffet and the lack of variety. Mayor Lang suggested the City look at additional ways of promoting the event. Mayor Lang stated SummerFest will be held next week which may attract more visitors.

COUNCILMEMBER HUYNH- MY HOMETOWN COMMUNITY CENTER

Councilmember Huynh stated that the My Hometown Community Center opening event was great.

C. STRATEGIC DISCUSSION LIST

Mayor Lang stated that items would continue to be discussed on the list.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY AUGUST 22, 2023 WAS ADJOURNED AT 5:28 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, August 22, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

MINUTES OF COUNCIL SPECIAL STUDY MEETING – AUGUST 29, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC SPECIAL STUDY SESSION ON TUESDAY, AUGUST 29, 2023 AT 4:31 P.M. AT WEST VALLEY CITY HALL, CITY COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1*(arrived as noted)*
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(arrived as noted)*

STAFF PRESENT:

John Flores, HR Director
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Ken Cushing, IT

COMMUNICATIONS

A. CITY MANAGER HIRING PROCESS

John Flores, HR Director, stated that the Council requested two items to discuss: finalizing the job description and discussing potential search firms.

Councilmember Fitisemanu arrived at 4:33 PM.

John indicated that he sent proposals from three firms previously and one additional firm requested by the Council earlier this afternoon as soon as it was received. Councilmember Fitisemanu stated that he has received and reviewed the documents but noted that this is a new process to him so he is open to advice and direction. John replied that he believes all of these firms will provide a good, quality process. He indicated that they all have their own unique method but he believes a similar quality product will be achieved in the end.

John provided a quick synopsis of each of the firms that compared cost, a timeline for beginning the process, add-ons, etc.

Councilmember Huynh arrived at 4:39 PM.

John outlined pros and cons for each firm, discussed the guarantee for hires who are released within specific timeframes, and briefly reviewed what entities and positions each firm has provided services for that are comparable to West Valley City. Councilmember Fitisemanu noted that the last firm, that submitted a proposal earlier today, was much higher in cost and asked why that was. John replied that this firm mostly works in the private sector and the 30% of the first year salary can differ more than the public sector. Councilmember Whetstone asked if RFP rules apply to this process. Eric Bunderson, City Attorney, replied no and indicated that this process is not outlined in the procurement code. Councilmember Harmon stated that he is fine with any of the four proposals but stated that he feels like Affion would be a good fit. Councilmember Nordfelt stated he is comfortable with any of the original three given their experience with this position and in the public sector. He stated he liked SGR's proposal, especially since they could begin immediately, but would be fine with Affion as well. Councilmember Whetstone noted that Affion had a longer guarantee. After discussion, the Council agreed to proceed with a contract with Affion.

Councilmember Fitisemanu stated that, given recent conversation had by the City Council, he would suggest making it clear the City Manager is the executive officer and carries out duties with the "advice and consent" of the City Council. He noted that he just wants the relationship and roles of each party to be clear. After discussion, the Council agreed to have legal provide proposed language that would meet this intent. Mayor Lang indicated that she believes the City Manager should be required to live in the City and that this requirement should be part of the City Code. She suggested that 12 months be given, from the date of hire, to meet this requirement. Councilmember Huynh stated that he believes it should be 6 months. Councilmember Nordfelt stated that he doesn't believe this should be a requirement but stated that he is fine moving forward. After discussion, the Council agreed to this requirement change and would allow 12 months for the individual to relocate into the City. After further discussion, the Council agreed to include the Assistant City Manager in this requirement as well. Mayor Lang noted that she believes moving expenses should be included as part of the process as well. After discussion, the Council agreed that this should be included as part of the job offer. Councilmember Huynh stated that he doesn't believe the City Manager should have a vehicle. The Mayor and Council disagreed. Mayor Lang stated that this is standard for this level of job. Councilmember Nordfelt stated that a car is needed to do the perform the job as well.

The Mayor and Council had no further questions or concerns.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE SPECIAL STUDY MEETING ON TUESDAY AUGUST 29, 2023 WAS ADJOURNED AT 5:20 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, August 29, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 5, 2023, 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 Jake Fitisemanu

4. Special Recognitions

5. Approval of Minutes:

   A. August 22, 2023

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Recognizing the Month of September 2023 as Founders and Constitution Month

7. Comment Period:

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

(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 during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Comment Regarding Application SA-4-2023, Filed by Trevor Gasser, Requesting Final Plat Approval for the Shoppes at Lake Park Phase 2 Lot 4A Amended Subdivision Located at 2893 South 5600 West

Action: Consider Ordinance 23-30, Approve the Amendment of Lot 4A in the Shoppes at Lake Park Phase 2

B. Accept Public Input Regarding Application SA-5-2023, Filed by Spencer Petersen, Requesting Final Plat Approval for the Garden Stream Manor Subdivision- Amending Lot 55 Higate Hamlet No. 4 Located at 3689 South 6400 West

Action: Consider Ordinance 23-31, Approve the Amendment of Lot 55 Higate Hamlet No. 4 Subdivision

9. Resolutions:

A. 23-112: Approve a Memorandum of Understanding (MOU) Between West Valley City and the Utah Department of Public Safety

B. 23-113: Approve a Memorandum of Understanding (MOU) Between West Valley City and the Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) to Join the Joint ATF Task Force

C. 23-114: Approve a Memorandum of Understanding (MOU) Between West Valley City and the Federal Bureau of Investigations (FBI) to Join Violent Crimes Task Force

D. 23-115: Authorize the Purchase of Public Works Fleet Vehicles

E. 23-116: Authorize the Purchase of Public Works Fleet Trucks

F. 23-117: Authorize the Purchase of a Bucket Truck for Use by the Public Works Department

G. 23-118: Award a Contract to Morgan Pavement for the 2023 Asphalt Polymer Treatment Project

H. 23-119: Authorize the City to Enter into a Right of Way Purchase Agreement, Accept a Warranty Deed, and Easement Abandonments, and Execute Easements With, From, and in Favor of Magna Water District for Property Located at 2690 South 6750 West

10. New Business:

A. Consider Application SMI-4-2023, Filed by Ken Milne, Requesting Final Plat Approval for the 4700 South Industrial Subdivision Located at 6180 West 4700 South

11. Consent Agenda:

A. Reso 23-120: Authorize the City to Enter Into a Right of Way Purchase Agreement and

Accept a Warranty Deed and a Temporary Construction Easement With and From West Valley School Development II, LLC for Property Located at 5988 West Parkway Boulevard

B. Reso 23-121: Accept a Quitclaim Deed from Questar Gas Company for Property Located at 3695 West 2100 South

C. Reso 23-122: Authorize the City to Approve a Delay Agreement With Arcadia Properties, LLC to Delay Certain Improvements at 6087 West Parkway Drive

D. Reso 23-123: Ratify the Appointment of Allen Hatch as an Administrative Appeals Board Member

12. New Business Items:

A. 23-130: Award a Contract to Cody Ekker Construction Inc. for a Storm Drain Installation On and Around 7200 West

13. Motion for Closed Session (if necessary)

14. Adjourn

Item#: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____
Neighborhood: **Candlestick**

ISSUE: SMI-7-2022

West Valley Land Holdings Subdivision – Amending a portion of Parcel A Fairbourne Station Phase 1 Subdivision

SYNOPSIS:

Applicant:	West Valley City Redevelopment Agency
Proposal:	Final Plat Approval
Location:	3560 South Constitution Boulevard
Zoning:	CC Zone
Acres:	3
Lots:	3

BACKGROUND:

The West Valley City Redevelopment Agency is requesting final approval for the WVLH Subdivision. The subdivision consists of 3 lots on 3 acres and is located at 3560 South Constitution Boulevard.

The proposed subdivision is being requested to consolidate old property lines, establish 3 new lots for the Police building, future commercial uses and a parking lot. The subdivision will dedicate a portion of Lehman Avenue and will amend a portion of Parcel A in the Fairbourne Station Phase 1 Subdivision.

Access to the subdivision will be gained from Constitution Boulevard, Lehman Avenue and Market Street. A new access easement will be created from Lehman Avenue going north to the office tower. This easement will be located on lots 1, 2 and 3 and will be in favor of West Valley Office Holdings, LLC to provide access from Lehman Avenue to the office tower.

The subdivision is located in the City Center Zone. All development proposals within the subdivision have or will require Planning Commission review.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF PARCEL A IN THE FAIRBOURNE STATION PHASE 1 SUBDIVISION.

WHEREAS, the City is in receipt of petition SMI-7-2022, proposing an amendment to Parcel A in the Fairbourne Station Phase 1 Subdivision located at approximately 3575 South Market Street; and

WHEREAS, the purpose for the application is to consolidate old property lines, establish 3 new lots and dedicate a portion of Lehman Avenue; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

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

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

Section 1. The amendment to Parcel A in the Fairbourne Station Phase 1 Subdivision located at approximately 3575 South Market Street and as shown in Petition SMI-7-2022 is hereby approved.

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

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

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

PASSED AND APPROVED this _____ day of _____ 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SMI-7-2022
West Valley Land Holdings Subdivision – Amending a portion of Parcel A Fairbourne Station Phase 1 Subdivision
3560 South Constitution Boulevard
CC Zone
3 Lots
3 Acres

BACKGROUND:

The West Valley City Redevelopment Agency is requesting preliminary approval for the WVLH Subdivision. The subdivision consists of 3 lots on 3 acres and will dedicate a portion of Lehman Avenue. The subdivision is located at 3560 South Constitution Boulevard and is zoned CC (City Center).

ISSUES:

The proposed subdivision is being requested in order to consolidate old property lines, establish 3 new lots for the public safety building, future commercial uses and a parking lot. The subdivision will also dedicate a portion of Lehman Avenue and amend a portion of Parcel A in the Fairbourne Station Phase 1 Subdivision.

Access to the subdivision will be gained from Constitution Boulevard, Lehman Avenue and Market Street. A new access easement will be created from Lehman Avenue going north to the office tower. This easement will be located on lots 1, 2 and 3 and will be in favor of West Valley Office Holdings, LLC to provide vehicular access from Lehman Avenue to the office tower.

The subdivision is located in the City Center Zone. All development proposals within the subdivision have or will require Planning Commission review.

STAFF ALTERNATIVES:

1. Approve the WVLH Subdivision subject to a resolution of staff and agency comments.

2. Continue the application for reasons determined during the Planning Commission meeting.

Discussion: Steve Lehman presented the application. There was no further discussion.

Motion: Commissioner Woodruff motioned to approve SMI-7-2022 subject to a resolution of staff and agency comments.

Commissioner Porter seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner McEwen	Yes
	Commissioner Woodruff	Yes

Unanimously – SMI-7-2022 - Approved

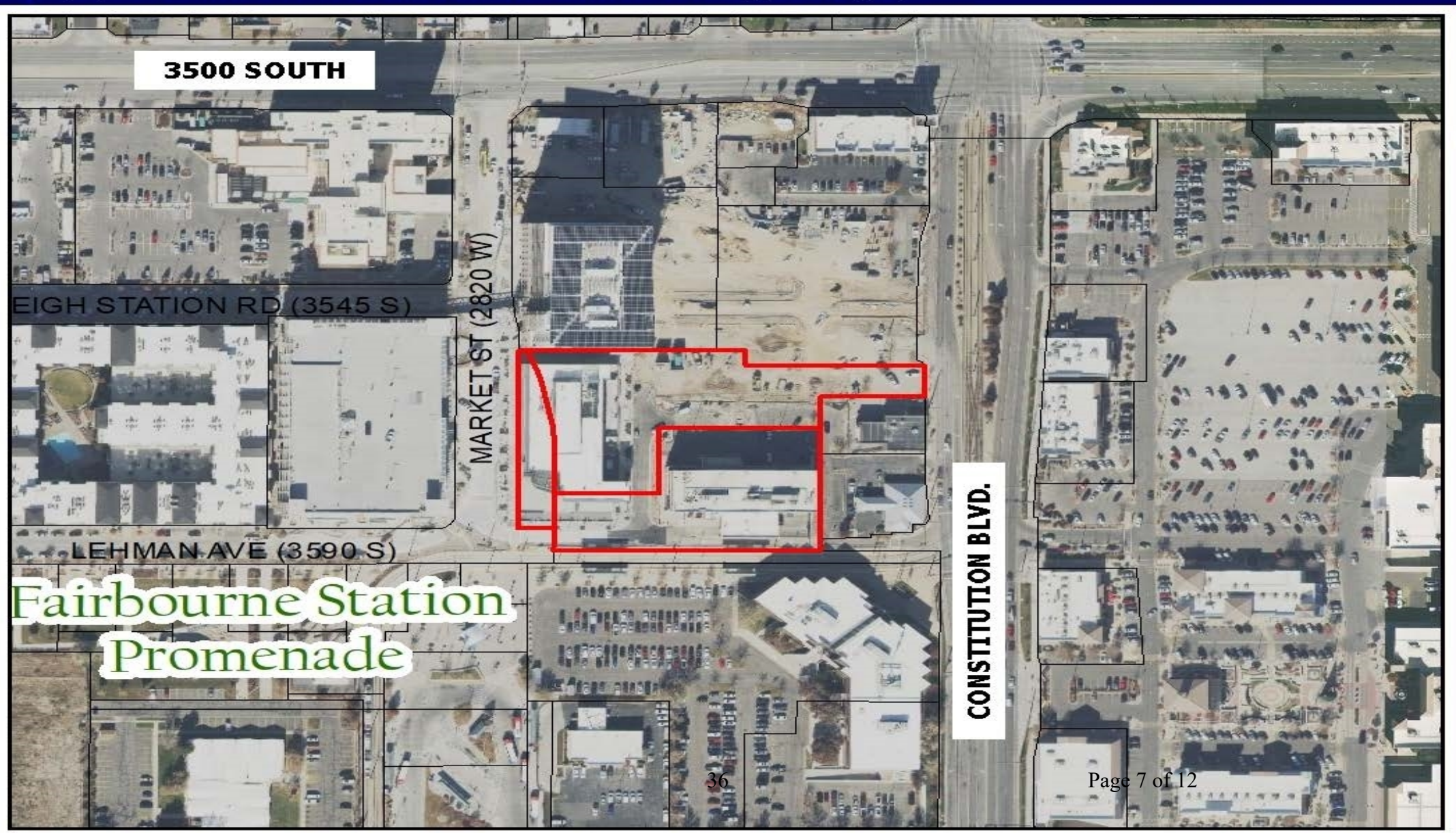
SMI-7-2022

Petition by WEST VALLEY LAND HOLDINGS requesting minor subdivision approval for the WVLH Subdivision. The subdivision consists of 3 lots on 3 acres and will dedicate a portion of Lehman Avenue. The subdivision is located at 3560 South Constitution Boulevard and is zoned CC (City Center). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-7-2022

Petition by WEST VALLEY LAND HOLDINGS requesting minor subdivision approval for the WVLH Subdivision. The subdivision consists of 3 lots on 3 acres and will dedicate a portion of Lehman Avenue. The subdivision is located at 3560 South Constitution Boulevard and is zoned CC (City Center). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)





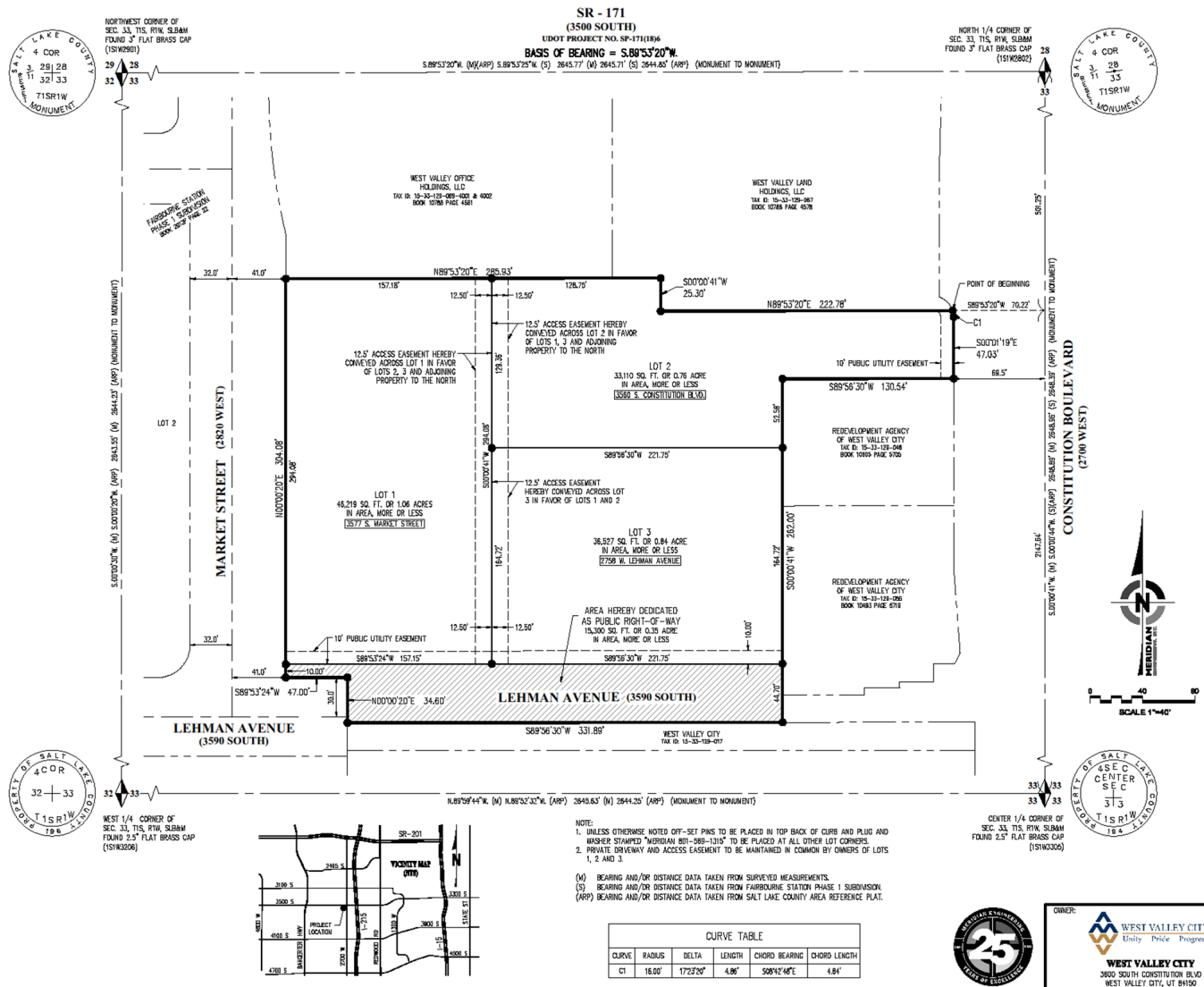

WEST VALLEY CITY
POLICE DEPARTMENT
DO NOT
ENTER


WEST VALLEY CITY
PUBLIC SAFETY
3575
West Valley
Central


WEST VALLEY CITY
POLICE DEPARTMENT
WEST VALLEY CITY POLICE DEPARTMENT
West Valley Central
West Valley Central
Tickets

WVLH SUBDIVISION

(AMENDING A PORTION OF PARCEL A OF FAIRBOURNE STATION PHASE 1 SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH



NOTE:
1. UNLESS OTHERWISE NOTED OFF-SET PINS TO BE PLACED IN TOP BACK OF CURB AND PLUG AND WASHER STAMPED "MERIDIAN 801-569-1315" TO BE PLACED AT ALL OTHER LOT CORNERS.
2. PRIVATE DRIVEWAY AND ACCESS EASEMENT TO BE MAINTAINED IN COMMON BY OWNERS OF LOTS 1, 2 AND 3.

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS.
(S) BEARING AND/OR DISTANCE DATA TAKEN FROM FAIRBOURNE STATION PHASE 1 SUBDIVISION.
(ARP) BEARING AND/OR DISTANCE DATA TAKEN FROM SALT LAKE COUNTY AREA REFERENCE PLAT.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	16.00'	17°23'29"	4.86'	S08°42'48"E	4.84'

SURVEYOR'S CERTIFICATE

I, MICHAEL W. NADEAU, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 4938744, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID PARCEL(S) OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS: "WVLH SUBDIVISION" AND THAT THE SAME HAS BEEN CORRECTLY MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

MICHAEL W. NADEAU
PLS NO. 4938744
DATE OF PLAT: SEPTEMBER 21, 2022

LEGAL DESCRIPTION

A PARCEL OF LAND, INCLUDING A PORTION OF PARCEL A OF FAIRBOURNE STATION PHASE 1 SUBDIVISION RECORDED AS ENTRY NO. 11341988 IN BOOK 2019P AT PAGE 29 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF CONSTITUTION BOULEVARD (2700 WEST) AND THE BEGINNING OF A NON-TANGENT 16.00 FOOT RADIUS CURVE TO THE RIGHT; SAID POINT IS 501.25 FEET S.00°01'41"W. ALONG THE QUARTER SECTION LINE AND 70.22 FEET S.89°53'20"W. FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 (BASIS OF BEARING IS S.89°53'20"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 33); AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 4.86 FEET THROUGH A CENTRAL ANGLE OF 17°23'29" (NOTE: CHORD FOR SAID CURVE BEARS S.08°42'48"E. FOR A DISTANCE OF 4.84 FEET) AND 2) S.00°01'19"E. 47.03 FEET; THENCE S.89°56'30"W. 130.54 FEET; THENCE S.00°08'41"W. 262.00 FEET; THENCE S.89°56'30"W. 331.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LEHMAN AVENUE (3590 SOUTH); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF LEHMAN AVENUE (3590 SOUTH); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S.89°53'24"W. 47.00 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF LEHMAN AVENUE (3590 SOUTH) AND THE EASTERLY RIGHT OF WAY LINE OF MARKET STREET (2820 WEST), SAID POINT IS ALSO THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N.00°00'20"E. 304.08 FEET; THENCE N.88°53'20"E. 285.93 FEET; THENCE S.00°00'41"W. 25.30 FEET; THENCE N.89°53'20"E. 222.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 131,156 SQUARE FEET OR 3.01 ACRES IN AREA, MORE OR LESS, 3 LOTS.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE BOUNDARY LINES AND PROPERTY CORNERS OF THE SUBJECT PARCEL AS REQUESTED BY WEST VALLEY CITY FOR A 3-LOT SUBDIVISION. THE BASIS OF BEARING IS S.89°53'20"W. ALONG THE NORTHERLY SECTION LINE FROM THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED IN MARCH, 2019 AND REVISITED IN AUGUST, 2022.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE ABOVE DESCRIBED PARCEL OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS

WVLH SUBDIVISION

AND DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON.

DATED THIS _____ DAY OF _____ A.D. 2022.

KAREN LANG, MAYOR, WEST VALLEY CITY

ACKNOWLEDGMENT

(WEST VALLEY CITY)

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

ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME KAREN LANG, SIGNER OF THE HEREON OWNER'S DEDICATION, AND CONSENT TO RECORD, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE MAYOR OF WEST VALLEY CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH AND THAT HE SIGNED THIS PLAT ENTITLED "WVLH SUBDIVISION" ON BEHALF OF WEST VALLEY CITY, BY AUTHORITY OF A RESOLUTION OF THE WEST VALLEY CITY COUNCIL, AND SAID MAYOR LANG ACKNOWLEDGED TO ME THAT SAID WEST VALLEY CITY EXECUTED THE SAME.

NOTARY PUBLIC NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC

LEGEND

- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINE
- ADJOINER LINE
- SECTION LINE
- STREET CENTER LINE
- EASEMENT LINE
- DEDICATED ROADWAY AS SHOWN HEREON
- UNLESS OTHERWISE NOTED, SET PLUG AND WASHER, WASHER IS STAMPED "MERIDIAN 801-569-1315"
- 33 33 / 33 33 FOUND SECTION CORNER

OWNER:
WEST VALLEY CITY
Unity Pride Progress
WEST VALLEY CITY
3600 SOUTH CONSTITUTION BLVD
WEST VALLEY CITY, UT 84150

WVLH SUBDIVISION
(AMENDING A PORTION OF PARCEL A OF FAIRBOURNE STATION PHASE 1 SUBDIVISION)
SITUATE IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH

COMP. FILE 19050 FINAL PLAT	PREPARED BY: MERIDIAN ENGINEERING, INC. 1628 WEST 1030 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 569-1319	WEST VALLEY CITY PLANNING COMMISSION	GRANGER-HUNTER IMPROVEMENT DISTRICT	WEST VALLEY CITY ENGINEERING DIVISION	CITY ATTORNEY	WEST VALLEY CITY COUNCIL	SALT LAKE COUNTY RECORDER	COMP. FILE 19050 FINAL PLAT
PROJECT NO. 19050		APPROVED THIS _____ DAY OF _____ A.D. 2022 BY THE WEST VALLEY CITY PLANNING COMMISSION.	APPROVED THIS _____ DAY OF _____ A.D. 2022 BY THE GRANGER-HUNTER IMPROVEMENT DISTRICT.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND HAVE FOUND IT TO BE CORRECTION IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.	APPROVED THIS _____ DAY OF _____ A.D. 2022 BY THE WEST VALLEY CITY ATTORNEY.	PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D. 2022 AND IS HEREBY APPROVED.	RECORDED AND FILED AT THE REQUEST OF _____ RECORDER'S ENTRY NUMBER _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____	PROJECT NO. 19050
SHEET NO. 1 OF 1		CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION DATE	GRANGER-HUNTER IMPROVEMENT DISTRICT PRINT NAME	WEST VALLEY CITY ENGINEER DATE	WEST VALLEY CITY ATTORNEY	WEST VALLEY CITY MANAGER _____ ATTEST: WEST VALLEY CITY RECORDER _____	FEE $ _____ DEPUTY SALT LAKE COUNTY RECORDER	SHEET NO. 1 OF 1

Item #:	
Fiscal Impact:	$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval of an ordinance amending Section 3-1-102 to establish residency requirements for City Managers and Assistant City Managers.

SYNOPSIS:

This ordinance amendment adds requirements that City Managers and Assistant City Managers have one year to establish residency in West Valley City and must remain in West Valley City for the remainder of their employment.

BACKGROUND:

The City Council requested this ordinance change.

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 8/30/2023

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 3-1-102 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ESTABLISH RESIDENCY REQUIREMENTS FOR CERTAIN POSITIONS.

WHEREAS, Title 3 of the West Valley City Municipal Code establishes regulations concerning the administration of City government; and

WHEREAS, the City desires to establish residency requirements for certain positions; 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 3-1-102 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Section 3-1-102 of the West Valley City Municipal Code is hereby amended as follows:

3-1-102. CITY ORGANIZATION.

(1) The City is organized into administrative divisions and offices and seven City departments as set forth herein. In addition, as provided in Section 3-2-102(1)(e), the City Manager may create other offices as are deemed necessary.

(2) The administrative divisions and offices and departments are supervised by the managers and department heads indicated herein. All administrative divisions and offices, departments,

and any offices created by the City Manager are supervised by the City Manager.

(3) Notwithstanding any other provision of the West Valley City Municipal Code, any person appointed to serve as City Manager or Assistant City Manager shall become a resident of West Valley City within 12 months and shall remain a resident for the remainder of their employment as City Manager or Assistant City Manager.

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

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

PASSED and APPROVED this _____ day of _____, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item:_____

Fiscal Impact:_____N/A_____

Funding Source:_____N/A_____

Account#: _____N/A_____

Budget Opening Required: _N/A_

ISSUE:

City Manager search and evaluation of candidates with Affion Public.

SYNOPISIS:

This resolution approves the use of professional services from Affion Public for the recruitment process for the position of City Manager.

BACKGROUND:

With the upcoming vacancy of the City Manager position, the City requires professional services to fill that vacancy. To support a high-quality recruitment and evaluation process, the City will utilize the service of the executive search firm, Affion Public.

RECOMMENDATION:

Approve the resolution for an executive search agreement with Affion Public.

SUBMITTED BY:

John Flores, Human Resources Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AFFIRMING AN EXECUTIVE SEARCH AGREEMENT WITH AFFION PUBLIC, LLC.

WHEREAS, the City requires professional services related to recruitment for leadership positions; and

WHEREAS, Affion Public, LLC ("Affion") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, an Executive Search Agreement (the "Agreement") has been executed by and between the City and Affion 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 pursue the recruitment process set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that Agreement is hereby affirmed, and that staff is directed to follow the recruitment process set forth in the Agreement and as further directed by the City Council.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item:_____

Fiscal Impact:_____N/A_____

Funding Source:_____N/A_____

Account#: _____N/A_____

Budget Opening Required: _N/A_

ISSUE:

Parks & Recreation Director Appointment.

SYNOPISIS:

This resolution ratifies the City Manager's appointment of Jamie Young as Parks & Recreation Director.

BACKGROUND:

Jamie Young has served West Valley City for over 23 years. She currently serves as the Assistant Director of Parks & Rec and Fitness Center Director for the last 5 years. In addition to her commitment with the Fitness Center operations, Jamie also serves as the President of the Utah Recreation and Parks Association (URPA. Most recently, Jamie graduated from the National Recreation and Parks Association; the nationally recognized 2-year professional development school focused on all aspects of Parks & Recreation. We are fortunate to have such a talented and experienced individual prepared to lead our Parks & Recreation Department.

RECOMMENDATION:

Approve the resolution appointing Jamie Young as Parks & Recreation Director.

SUBMITTED BY:

Wayne Pyle, City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF JAMIE YOUNG AS PARKS AND RECREATION DIRECTOR.

WHEREAS, the Parks and Recreation Director is the head of the Parks and Recreation Department and performs several duties defined by ordinance; and

WHEREAS, the City Manager desires to appoint Jamie Young to serve as the Parks and Recreation Director; and

WHEREAS, Ms. Young is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Jamie Young as Parks and Recreation Director, effective immediately upon passage of this resolution.

PASSED, **APPROVED** and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution adopting findings concerning the West Valley Central Station Area Plan.

SYNOPSIS:

During the 2022 general session, the Utah Legislature passed HB 462 which required municipalities with fixed-guideway public transit stations, such as light rail stations, to develop a station area plan for the ½ mile radius area around each transit station. Municipalities must adopt station area plans and land use regulations to implement those plans on or before December 31, 2025. HB 462 also required municipalities to have their station area plans certified by the applicable metropolitan planning organization which, in West Valley's case, is Wasatch Front Regional Council.

Where a municipality has already adopted a station area plan and land use regulations to implement the plan, that municipality may adopt a resolution finding that the station area plan objectives in State law have been substantially promoted. This resolution can then be used to obtain the required certification from the metropolitan planning organization without creating a new station area plan or new land use regulations.

West Valley City adopted a station area plan called the City Center Vision for the area around the West Valley Central Station (just outside City Hall) on 12/21/2004. The City later updated this Plan as the Fairbourne Station Vision on 9/11/2012. The City also adopted the City Center zone on 4/18/2006. Given these and many other actions taken by the City to make Fairbourne Station a reality, staff is requesting approval of this resolution to seek certification of the West Valley Central Station from Wasatch Front Regional Council.

RECOMMENDATION:

City staff recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ADOPTING FINDINGS CONCERNING THE WEST VALLEY CENTRAL STATION AREA PLAN.

WHEREAS, Section 10-9a-403.1 of the Utah Code requires the City to develop and adopt station area plans for the development of areas surrounding light rail stations; and

WHEREAS, the City has adopted plans and taken numerous steps in compliance with the requirements of said statute for the West Valley Central Station Area; and

WHEREAS, the attached description of the City's actions within the West Valley Central Station Area (the "Station Area City Actions Summary") meets the requirements of said statute; and

WHEREAS, the City Council does hereby find that the objectives of Section 10-9a-403.1(7)(a) are substantially promoted by the actions described in the Station Area City Actions Summary; 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 adopt the attached Station Area City Actions Summary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the attached Station Area City Actions Summary is approved and that staff is directed to disseminate said Station Area City Actions Summary in accordance with the statutes set forth above.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Narrative for Resolution

Utah Code 10-9a-403.1 (2)(b)(i)(A)
The municipality has already adopted plans or ordinances, approved land use applications, approved agreements or financing, or investments have been made, before June 1, 2022, that substantially promote each of the objectives in Subsection (7)(a) within the station area, and can demonstrate that such plans, ordinances, approved land use applications, approved agreements or financing, or investments are still relevant to making meaningful progress towards achieving such objectives.

The municipality has already adopted plans.

- The City amended the City's General Plan by adopting the City Center Vision on 12/21/2004.
- The City adopted the City Center Community Development Project Area Plan on 10/17/2006.
- The City updated the City's General Plan by adopting the Fairbourne Station Vision, which replaced the City Center Vision, on 9/11/2012.

The municipality has already adopted ordinances.

- The City enacted the City Center Zone on 4/18/2006.

The municipality has already approved land use applications.

- The City rezoned 37 acres to the City Center Zone on 4/18/2006.
- The City rezoned 6 acres to the City Center Zone on 2/5/2008.
- The City approved permitted or conditional use permits and building permits for the following projects within the station area: Embassy Suites, Residences at Fairbourne Station Phase 1, Residences at Fairbourne Station Phase 2, Back 9 Apartments, Central Station Apartments, Fairbourne Station Office Tower, West Valley City Police Headquarters, Granger Medical, Fairbourne Station Parking Structure, and Mountain America Credit Union.

The municipality has already approved agreements.

- The City entered into agreements for the disposition of land (ADLs) or development agreements for the Valley Fair Mall redevelopment, Granger Medical, Embassy Suites, Residences at Fairbourne Station Phase 1, Residences at Fairbourne Station Phase 2, Back 9 Apartments, the Fairbourne Station Parking Structure, and the Fairbourne Station Office Tower.
- The City entered into agreements with UTA to facilitate the development and maintenance of transit infrastructure.

The municipality has already approved financing.

- The City utilized grants, debt financing, tax increment, and other funding to fund the investments described below.

The municipality has already made investments.

- The City acquired nearly 80 parcels (approximately 31 acres) to facilitate redevelopment and to support UTA in its efforts to develop transit infrastructure.
- The City demolished over 80 buildings to facilitate redevelopment.
- The City constructed Three Mill Lane, Weigh Station Road, and 3030 West and reconstructed Lehman Avenue.
- The City built the 3 acre promenade park.

- The City constructed the Fairbourne Station Parking Structure.

The municipality can demonstrate that such plans, ordinances, approved land use applications, approved agreements or financing, or investments are still relevant to making meaningful progress towards achieving such objectives.

- See discussion below.

Utah Code 10-9a-403.1 (7)(a)

The objective of increasing the availability of affordability of housing, including moderate income housing has been substantially promoted.

- The City has approved 4 apartment developments with a total 1,012 units and 1 townhome development with 33 units within the station area. The density of the apartment projects range from 70 to 109 units/acre. These apartment developments include a mix of studio, 1-bedroom, 2-bedroom, and 3-bedroom units. Two of the four apartment developments are completed and occupied and one of the remaining two is under construction. Rents for the completed units are affordable to low-income households. There are additional opportunities for more housing within the station area.

The objective of promoting sustainable environmental conditions has been substantially promoted.

- The City's efforts within the station area known as Fairbourne Station have resulted in a mix of high intensity uses in close proximity of public transit. The mix of uses together with the proximity of transit can reduce vehicle trips which in turn reduce vehicle emissions. The new, high intensity/density uses replaced blighted development and reduced the need for greenfield development that would consume land on the urban fringe. There are additional opportunities for more high intensity mixed uses near transit within the station area.

The objective of enhancing access to opportunities has been substantially promoted.

- The improvements and developments that have occurred within the station area have increased opportunities in housing, health care, banking, retail, recreation, lodging, entertainment, employment, and transportation. Future development has the potential to further opportunities within the station area.

The objective of increasing transportation choices and connections has been substantially promoted.

- Since the original City Center Vision was adopted in 2004 within the station area, transportation choices and connections have increased dramatically. The transportation improvements that increased choices and connections are described below:
    - Continuous sidewalk was installed and lanes added along 3500 South.
    - A frontage road was constructed on the west side of I-215 between 3500 South and 3800 South.
    - Dead end local streets were replaced with a local grid of streets.
    - Bus rapid transit was introduced along 3500 South.
    - The TRAX green line was constructed with the West Valley Central Station at the heart of Fairbourne Station.
    - The Fairbourne Station Parking Structure serves in part as a park and ride by including parking stalls for transit patrons.
    - A bus hub was constructed within the station area and serves 9 local bus routes.

- In 2025, the City will be reconstructing 3650 South between 2700 West and 3200 West to include consistent sidewalk, bike lanes, and a center median turn lane.

Item #:	
Fiscal Impact:	$1,237,054.80
Funding Source:	Stonebridge GC, The Ridge GC
Account #:	57-7611-40256, 55-7611-40256
Budget Opening Required:	Yes

ISSUE:

Award a contract for a five-year golf cart lease for Stonebridge Golf Club and The Ridge Golf Club.

SYNOPSIS:

West Valley City solicited proposals for a five-year golf cart lease for Stonebridge Golf Club and The Ridge Golf Club. Three companies responded with Highland Golf being selected.

BACKGROUND:

Parks and Recreation publicly advertised requesting proposals for a five-year golf cart lease for Stonebridge Golf Club and The Ridge Golf Club. Both courses currently operate under a lease which will expire April 2024. Continuing in a lease program eliminates the need to purchase a fleet of golf carts which typically have a useful life range of 5 to 7 years and would increase the cost to the city.

These carts will not include a GPS system as it was determined by staff that the additional cost of the current GPS system has not brought in the ROI initially anticipated. This is due in part to glitches in the system as well as manipulations by some players thus eliminating anticipated maintenance cost savings. This also has resulted in slower play particularly with tournaments due to users being unfamiliar with the system.

The proposals received were evaluated and compared against each other in a matrix format by a committee of five. The proposed annual prices for the fleet of 209 vehicles is as follows.

	Annual Cost	5-Year Total Cost
Highland Golf (Yamaha):	$247,410.96	$1,237,054.80
Intermountain Golf Cars, Inc. (Club Car):	$246,012.00	$1,230,060.00
RMT Equipment (EZ-GO):	$225,048.84	$1,125,244.20

Analysis by staff shows that there would be an annual savings of $16,500 in fuel use with the Yamaha golf cart due to its leading industry fuel efficiency. It also has a lower emissions rate. Other savings with Yamaha is from its front end fail safe/breakaway material and improved body panels and windshield construction which the other brands don't have. Annual savings from these would be approximately $4,500. This totals an annual savings of $21,000 with the Yamaha or $105,000 over the 5-year contract.

Finally, several staff members from both courses sampled each brand and found the Yamaha to be more comfortable and have better power which is particularly helpful on The Ridge course with its terrain. This is due to the superior engine it comes equipped with.

RECOMMENDATION:

Due to the factors outlined above, city staff recommends approval of this resolution to award the contract to Highland Golf for a golf cart five-year lease program for Stonebridge GC and The Ridge GC effective April 2024.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO HIGHLAND GOLF FOR THE LEASE OF GOLF CARTS.

WHEREAS, proposals were solicited from qualified contractors to lease golf carts for use at Stonebridge Golf Club and the Ridge Golf Club (herein the "Lease"); and

WHEREAS, Highland Golf submitted a proposal for said Lease that met the specifications of the request for proposals and fits within City budget requirements; and

WHEREAS, a copy of the Lease is attached hereto and sets forth the duties and obligations of the City and Highland Golf; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to execute the Lease with Highland Golf;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Lease is hereby approved in an amount not to exceed One Million Two Hundred Thirty Seven Thousand and Fifty Four Dollars and Eighty Cents ($1,237,054.80), with an additional amount not to exceed five percent of the maximum compensation for change orders and that the Mayor and City Manager are hereby authorized to execute all documents necessary to put the Lease into effect, subject to the final approval of said documents by the City Attorney's Office.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

GOLF CART LEASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20___, 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 Highland Golf (hereinafter, "HG"), located at 3653 South 500 West, South Salt Lake City, Utah 84115. The City and HG shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City seeks to contract with a qualified provider to lease golf carts for use at Stonebridge and The Ridge Golf Clubs (the "Lease"); and

WHEREAS, the City has determined that HG is the best qualified firm to provide the City with golf carts and related accessories; and

WHEREAS, the City desires to retain HG 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. **Lease Description.** HG shall provide the City with 200 golf carts as set forth in the HG Proposal.

2. **HG's Services.** HG shall provide all of the services, labor, and materials necessary to complete the Lease as set forth in HG's Proposal attached hereto, and incorporated herein as Exhibit "A." HG shall comply with all requirements set forth in the Request for Proposals, which is attached hereto and incorporated herein as Exhibit "B". HG agrees to attend all meetings and hearings that pertain to the Lease at the request of the City. HG shall perform the services set forth in the Scope of Services in accordance with generally accepted standards for Utah contractors.

3. **HG's Responsibilities.** HG will provide all services necessary to provide the vehicles set forth in Exhibit "A". HG agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Lease, whether or not those services are individually expressed in this Agreement. HG further agrees that HG shall be responsible for all its consultants and subconsultants of any tier for the services set forth in this Agreement. HG shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement. If HG has not delivered the carts on or before April 1, 2024, HG shall provide carts on loan at no cost to the City.

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

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

   A. **Compensation.** The City shall compensate HG for services provided under this Agreement in an amount not to exceed One Million Two Hundred Thirty Seven Thousand and Fifty Four Dollars and Eighty Cents ($1,237,054.80). This compensation shall be payable in sixty equal monthly installments, beginning with the first month following the delivery of all cars as provided in the Scope of Services.

6. **Termination.** The Parties may terminate this Agreement as follows:

   A. If the City does not compensate HG as required herein, HG may terminate this Agreement if HG provides written notice as set forth in Section 7 below and the City fails to provide said compensation within 30 days of said notice.

   B. If HG fails to provide the services set forth in this Agreement or otherwise breaches any provision of this Agreement, the City shall provide HG with written notice as set forth in Section 7 below. If HG fails to cure such default within five days, the City may terminate this Agreement with no further compensation paid to HG.

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

If to the CITY:	West Valley City Attn: City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
With a copy to:	West Valley City Attn: City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119
If to HG:	Highland Golf

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

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

10. **Indemnification.** To the fullest extent permitted by law, HG 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 HG'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 HG and/or HG'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, HG agrees to procure from each consultant retained by HG with respect to the Lease an indemnity agreement in favor of the City to the same extent and form as this Section.

11. **Insurance.** HG 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 HG hereunder), such insurance as will protect HG 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:

14. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

15. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

16. **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.

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

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: $5,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $1,000,000.

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

D. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $2,000,000 per claim and $2,000,000 aggregate.

F. **Consultants.** HG shall require that any and all consultants engaged or employed by HG, 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.** HG shall not commence services under this Agreement until HG 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. HG 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 HG or HG's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, HG shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

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

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

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

25. **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)

DRAFT

WEST VALLEY CITY

_____
Mayor

_____
City Manager

ATTEST:

_____
City Recorder

HIGHLAND GOLF

Gavin Hicken 8/30/23
By:
Its: Vice President

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 Highland Golf, Inc., and that this *Golf Cart Lease Agreement* was signed by him/her in behalf of said corporation by authority of its Articles of Incorporation or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

DRAFT

Yamaha Drive 2 QuieTech Golf Car
REQUEST FOR PROPOSAL
Golf Carts/Vehichles

July 11, 2023

Presented to:

West Valley City Parks & Recreation:
Stonebridge Golf Club & The Ridge Golf Club
C/O Clark Garso and Bryan Abney

Presented by:

Highland Golf
Mike Lasater
3653 South 500 West
South Salt Lake City, Utah 84115
Cell # 801-897-1200 / (801) 322-GOLF

RFP Lease Summary

Yamaha Drive 2 Golf Car

Highland Golf Cars is pleased to present a **Yamaha Gas Golf Car/Vehicle Proposal** to **West Valley City Parks and Recreation for Stonebridge Golf Club & The Ridge Golf Club. Our proposal includes the 2024 Yamaha Drive 2 QuieTech golf car with 4 Wheel Independent Suspension, Industry-Exclusive QuieTech Technology, and Certified Low-Emission EFI Engine for the smoothest, quietest ride available. The Yamaha Fuel-Injected Engine features Industry Best 45 MPG for Substantial Fuel Savings.**

In compliance with West Valley City RFP, the following equipment is included in this proposal:

Factory Installed Standard Equipment:

- Stone overhead canopy with water drain system and grip handles
- Sweater Basket
- Cart Dash with 4 - 32 oz cup holders, storage for cell phones, range finders, golf tees and balls
- Custom Body Panels with custom formulated thermoplastic olefin, painted with two-part coat of high luster automotive grade polyurethane. Color to be chosen by City Official
- Seamless Factory Seat with Marine Grade, Moisture Resistant Cushion and High Strength Molded Plastic Frame
- Dual USB Ports
- Over molded, Automotive Style Steering Wheel
- 12-volt Group 24 Automotive battery with **550** cold cranking amps and 5-year rating
- Automatic variable speed drive system for hilly and rough terrain
- Self-adjusting rear brakes
- Foot operated, multi-lock park brake
- Self-compensating double reduction helical rack-and-pinion steering system for maximum control and drivability
- Front, Rear and Side Impact bumpers rated for 5 mph
- 5.8 Gallon Fuel Tank
- 30+ Degree hill climb capability
- Reverse warning beeper
- Under Chassis Skid plates
- Mud Flaps
- 4.25 Inch Ground Clearance

Optional Equipment as Indicated in RFP

- Course Logo and City Parks and Recreation Logo, Determined by City Official
- Individual Cart Numbers – 2 Per car – Location determined by City Official 1-80 for The Ridge and 1-120 for Stonebridge
- Fusion-fit Slotted Info Card Holders
- Upgraded Custom Touring Seat (please see below for pricing detail)
- Clear, Hinged Polycarbonate, Ultra-Strength Windshield.
- Towing System
- Ball and Club Washer
- Single Sand and Seed Bottle (The Ridge only)
- Hour Meter

The pricing indicated below includes shipping to the golf courses, assembly and installation of accessories and all preparation necessary to be put into use immediately with the exception of fuel. The golf courses will be responsible to fuel carts prior to use.

Exclusive Yamaha 2024 Drive 2 *QuieTech EFI Gas Golf Car* **(Tested at The Ridge) **

NOTE: This Car is EXCLUSIVE to the market with 4-Wheel Independent Suspension and Yamaha Exclusive QuieTech technology. Standard Equipment includes Dual USB Ports and Over-Molded Steering wheel. Industry Best Fuel Efficiency at 45 MPG.

54 Plus Rounds of Golf Per Tank!!

Yamaha Drive 2 QuieTech Golf Car is the GREEN CHOICE!

The Yamaha Electronic Fuel Injection (EFI) gas golf car has revolutionized the golf cart industry. With a CERTIFIED LOW EMMISION EFI Engine, smoother acceleration, better cold starts (NO CHOKE), a quieter ride and a greener footprint on your golf course, Yamaha is the best choice for an environmentally friendly solution. Yamaha EFI has the BEST MPG in the industry (45 mpg = 54+ rounds / tank of fuel) and the LOWEST Emissions in the industry.

Yamaha – ***The Best Drive of the Day!***

Quote is valid for 60 Days.

Please call me with any questions you may have.

Sincerely,

Mike Lasater

Fleet Golf Car Sales Manager
mike@highlandgolf.net

WVC GC, RFP, July 11, 2023

Stonebridge Golf Club & The Ridge Golf Club

YAMAHA 2024 Drive 2 QuieTech-*EFI* MUNI LEASE PROPOSAL

Vehicles & Equipment Included:

Qty. 200, **2024 Yamaha Drive 2 QuieTech *EFI* Gasoline**
357 cc Yamaha Gasoline *EFI* Engine
Equipped as per RFP

	Unit Pmt	Total Pmt	Agreed
MONTHLY LEASE PAYMENT (200 Vehicles)**:**	**$88.91**	**$ 17,782.36***	_____
MONTHLY LEASE PAYMENT W/ CUSTOM SEATS	**$92.09**	**$18,418.95***	_____

Qty 200, **YamaTrack Fleet Management System w/ 10" Screen**

MONTHLY YamaTrack PMT (200 Vehicles/Incl Service Fee):	**$33.27**	**$ 6,654.00***	_____

Vehicles & Equipment Included:

Qty. 3, **2024 Yamaha Drive 2 QuieTech *EFI* Gasoline – Marshal Carts**
Equipped as per RFP
Qty 4, **2024 Yamaha UMAX Bistro Deluxe – Full Service Food and Beverage Unit**
Equipped as per RFP
Qty 2, **2024 Yamaha UMAX 2 Range Picker – Cage & Adapter**
Equipped as per RFP

	Unit Pmt	Total Pmt	Agreed
MONTHLY LEASE PAYMENT (9 Vehicles)**:**	**$244.29avg.**	**$ 2,198.63***	_____

NOTE: Municipal Lease 60-Month Term (Monthly Payments Shown)

NOTE: Due to the advanced allotted time between this proposal and delivery of equipment, pricing and payment may differ due to interest rates, price fluctuations and other unforeseen factors beyond the control of Highland Golf and Yamaha Golf Car Company.

NO PURCHASE OPTION IS INCLUDED WITH THIS LEASE

Delivery Estimate: **April 1, 2024**

Warranty: **4-Year Limited Yamaha Factory Warranty on Fleet Golf Carts**

2-Year Limited Yamaha Factory Warranty on Range and Beverage Units

YAMATRACK Pricing Recap

YTX – 10" GPS Screen…… $33.27 per car per month
Lease Term……60 Months

Inclusions:

- All GPS equipment
- YamaTrack Mobile Players App
- Cloud-based access to DNA
- YamaTrack Access Point for Wi-Fi network in cart barn

Exclusions:

- Required: Internet access for Wi-Fi network in cart barn
- Optional Star Micronics TSP654II CloudPrint receipt printer for remote F&B orders

Key Features:

- 24/7 GPS Tracking
- Cart Control and Shut Down
- Food and Beverage Ordering
- Pace of Play monitoring & reporting / Real-time / Easily Set or Changed

- Asset Tracking with current location & history
- Fleet Rotation Management / Standard & Custom Reports
- Geofences for any area of the course / Exempt for Marshal Carts
- Generate Alerts in DNA and notify customers
- GPS Yardage with interactive touch screen
- Flyover auto-start at each hole
- Distances to hazards auto-display
- Shot distance measuring
- Messaging to fleet and individual screens
- Pro tips and Pin Placement with auto-rotation & tournament setting

WEST VALLEY CITY GOLF OPERATIONS
GOLF CART 60 MONTH LEASE

Lease to include:

200 Golf Carts
4 Beverage Carts
3 Marshall Carts
2 Range Vehicles
TOTAL = 209

SPECS	YAMAHA Highland Golf	*Current Cart* CLUB CAR Intermoutain Golf Cars Inc	EZ-GO RMT Equipment
Monthly Payment with Upgraded Seats	$20,617	$20,501	$18,754
GPS Monthly Payment	$6,654	$6,200	$7,742
GPS System w/all Features Available	Yes	Yes	Yes
EFI Engine	Yes	Yes	Yes
Full Service & Parts Available	Yes	Yes	Yes
Comparable Industry Standard Warranties	Yes	Yes	Yes
Delivery on Time in Fully Operable Condition	Yes	Yes	Yes
WVC Provider Preference	No	No	No
OTHER			
Gas Mileage	45 mpg	40 mpg	40 mpg with engine 50% smaller
	Industry Best Fuel Efficiency. Certified Low Emmision. 54 Plus rounds of golf per tank. Potential annual savings of $16,500.	40 mpg is what they claim, however, in the 4 years we have used these it is actually almost 1/2 that. Their motor hasn't changed so we don't feel 40 mpg is accurate.	Smaller engine working twice as hard and isn't as powerful. Engine will drop off quicker.
Body Panels	Material used is considered "unbreakable" and collapsible. Potential annual savings of $1,000.	Material used crack and shatter.	Material used crack and shatter.
Front End Suspension	Fail safe/breakaway component preventing frontend damage. This decreases damage when carts drive into curbing, etc. Potential annual savings of $2,500.	Standard material used.	Standard material used.

Windshield Construction	Improved Windshield construction results in fewer cracks and replacements. Potential annual savings of $1,000.	Standard material used.	Standard material used.

PROFESSIONAL SERVICES AGREEMENT
4000 WEST ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20___, 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 Horrocks Engineers, Inc. (hereinafter, "Engineer"), a Utah corporation, 2162 West Grove Parkway, Suite 400, Pleasant Grove, Utah 84062. The City and Engineer shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires certain engineering services for the 4000 West Reconstruction Project (the "Work"); and

WHEREAS, the City has determined that Engineer is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Engineer'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.** Engineer shall provide engineering and surveying services as described herein.

2. **Engineer's Services.** Engineer shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Engineer shall perform the Work in accordance with professional standards applicable to licensed professionals in the state of Utah.

3. **Engineer's Responsibilities.** Engineer will provide all professional services necessary for the performance of the Work. Engineer 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. Engineer further agrees as follows:

   A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Engineer pursuant to this Agreement, Engineer and Engineer's consultants shall be solely responsible, as measured by the standard of care as defined herein, for review of documents submitted for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the

improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Work.

4. **Additional Services.** The City shall only be obligated to compensate Engineer as set forth in this Agreement. The City shall not be obligated to compensate Engineer 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 Engineer an amount not to exceed $79,143.47. Payment shall be due within thirty days after the City receives an invoice from Engineer.

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.** This Agreement shall remain in effect for one year from the date of execution by all Parties unless terminated in accordance with Section 6 above.

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 Engineer: Horrocks Engineers, Inc.

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

11. **Indemnification.** To the fullest extent permitted by law, Engineer 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 Engineer'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 Engineer and/or Engineer'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, Engineer agrees to procure from each consultant retained by Engineer with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Engineer 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 Engineer hereunder), such insurance as will protect Engineer and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

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

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $1,000,000.

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

D. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $3,000,000 per claim and $3,000,000 aggregate.

F. **Consultants.** Engineer shall require that any and all consultants engaged or employed by Engineer, 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.** Engineer shall not commence services under this Agreement until Engineer 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. Engineer 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 Engineer or Engineer's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Engineer 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 Engineer 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. Time of the Essence. Time is and shall be of the essence of this Agreement and of each term and provision hereof.

25. 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 8/10/2023
Brandon Hill

City Recorder

ENGINEER

By: Spencer Stephenson
Its:

State of Utah)
:ss
County of Utah)

On this 16th day of August, 2023, personally appeared before me Spencer Stephenson *[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 Vice-President *[title]*, of Horrocks Engineers, Inc., and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

CATHY LAYCOCK
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 725438
COMM. EXP. 06-27-2026

Cathy Laycock
Notary Public

EXHIBIT A

SCOPE OF WORK

Engineer shall perform the following:

A. Survey and Mapping. Engineer shall provide a full topographical survey along alignment within the footprint provided. Engineer shall locate existing control monuments within one half-mile of the Project and establish project specific control that can be used on any future project work. Aerial mapping shall be flown to provide new imagery. If FAA permission is not granted, Engineer shall use imagery from NearMap or Bing. Survey and mapping shall go 20' beyond the right of way line. Deliverables shall include the establishment of permanent control monuments, a survey control sheet (including .dgn and .pdf files), a MicroStation File (georeferenced exTOPO.dgn), base mapping file certification, and original field data.

B. SUE Utility Identification. Engineer shall identify all utility companies and complete a Subsurface Utility Engineering (SUE) Quality Level C depiction of existing utility facilities within the project limits, including dip manholes and catch basins. Engineer shall coordinate with City staff and utility companies and request utility records and plans. Engineer shall provide a MicroStation File (georeferenced exUTIL.dgn).

C. Right of Way Base Mapping. Engineer shall establish an existing right of way base map through the limits of the alignment using project coordinates. The base map shall be based on current vesting documents as well as field survey data for the affected parcels. Engineer shall create an existing base map for the entire corridor. The base map will be based on current vesting documents and title reports will not be obtained. Engineer shall provide a MicroStation File (georeferenced exROW.dgn).

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HORROCKS ENGINEERS FOR ENGINEERING SERVICES.

WHEREAS, the City requires certain engineering services and right-of-way work in connection with the 4000 West improvements project; and

WHEREAS, Horrocks Engineers ("Horrocks") is a qualified firm willing to perform said professional services for the City; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and Horrocks 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 _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item:
Fiscal Impact: $1,000,000
Funding Source: CIP
Account No: 45-9610-40750-75290-0000

Budget Opening Required: Yes

ISSUE:
A resolution authorizing a Professional Services Agreement with Horrocks Engineers, Inc. for engineering services on 4000 West from 4100 South to 4700 South

SYNOPSIS:
Authorize the execution and expenditures associated with a Professional Services Agreement with Horrocks Engineers, Inc. for engineering services on 4000 West

BACKGROUND:
Earlier this year, the Council approved a $1,000,000 CIP program modification for sidewalk improvements along 4000 West from 4100 South to 4700 South. Additional improvements will be considered with this project including, curb & gutter, roadway widening, drainage improvements, minor reconstruction as needed, rotomilling, and paving a new roadway surface. The WVC Engineering Division will likely perform the design in-house, but will utilize Horrocks Engineers, Inc. to perform the survey, subsurface utility identification, and right-of-way mapping tasks that are needed prior to design.

This agreement will enable Horrocks Engineers, Inc. to complete the survey, utility, and right-of-way tasks needed for the Engineering Division to move forward with the design and develop the scope for the 4000 West improvements project between 4100 South and 4700 South. The scope of the project will dictate the final schedule, but we are estimating two years (2024-2025) for design, ROW acquisition and utility coordination with construction starting in the spring of 2026.

RECOMMENDATION:
Award a contract to Horrocks Engineers, Inc., in the amount of $79,143.47 and authorize a budget opening from CIP in the amount of $1,000,000 to be used towards the design and construction of improvements on 4000 West.

SUBMITTED BY:
Coby Wilson, City Engineer

Item #:	
Fiscal Impact:	$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Utah Transit Authority - Bill of Sale – 2700 West Bike Lane Project

SYNOPSIS:

A transfer of assets constructed by UTA to West Valley City on the 2700 West Bike Lane Project – 4100 South to 4700 South

BACKGROUND:

In 2018, West Valley City executed a Stakeholder Agreement with UTA to enable collaboration on the construction of certain roadway, sidewalk and bike lane improvements on 2700 West between 4100 South and 4700 South with UTA's federally funded TIGER Grant Project. The City agreed to participate with matching funds, and UTA agreed to build the improvements.

The agreement requires the City at the completion of the project to execute a "bill of sale", transferring ownership and maintenance responsibility to the City. Upon signing this "bill of sale" the City formally accepts the improvements constructed by UTA.

The project has been completed, and the City is satisfied with the improvements built by UTA.

RECOMMENDATION:

Authorize the City to sign a "Bill of Sale" accepting improvement from UTA

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A BILL OF SALE FROM THE UTAH TRANSIT AUTHORITY FOR IMPROVEMENTS ON 2700 WEST.

WHEREAS, West Valley City (the "City") and the Utah Transit Authority ("UTA") previously entered into a Stakeholder Agreement (the "Agreement"), by which certain improvements were to be constructed by UTA; and

WHEREAS, since the execution of the Agreement, UTA has constructed and the City has inspected and accepted said improvements; and

WHEREAS, upon final inspection, the Agreement requires UTA and the City to execute a Bill of Sale to transfer ownership and maintenance of said improvements to the City; and

WHEREAS, said Bill of Sale is attached hereto; and

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

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

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DocuSign Envelope ID: 1D1FF220-232C-4FC4-838A-B7FE814B9FC1

BILL OF SALE

This Bill of Sale Agreement ("Transfer Agreement") is executed and delivered this 22 day of June, 2023, by and between Utah Transit Authority, a large public transit district and political subdivision of the State of Utah ("UTA") and West Valley City, a political subdivision of the State of Utah ("Stakeholder").

RECITALS

WHEREAS, UTA and the Stakeholder entered into a Stakeholder Agreement dated 30 March 2018 (the "Stakeholder Agreement"); and

WHEREAS, pursuant to the Stakeholder Agreement, UTA has caused the design and construction of bike lanes and associated improvements along 2700 West from 4100 South to 4700 South (referred to as project number WVC_BKL_5, and hereinafter collectively referred to as the "Improvements"); and

WHEREAS, Stakeholder has been given the opportunity to inspect the Improvements, as constructed, and has agreed to the final acceptance of such Improvements from UTA and/or its contractor(s); and

WHEREAS, pursuant to the Stakeholder Agreement, Stakeholder has agreed to (i) assume full ownership and maintenance responsibility for the Improvements; and (ii) own and maintain the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements so that Improvements will last for, at minimum, their full estimated useful life as established per Exhibit B and will continue until the Stakeholder pursues a disposition of the asset(s) listed in Exhibit B;

NOW THEREFORE, for just and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Transfer of Interest. UTA hereby transfers, conveys and assigns to the Stakeholder any and all interest in, and claims to, the Improvements. UTA agrees to either: (a) assign to the Stakeholder all contractual warranties UTA has obtained pursuant to the design and construction contracts for the Improvements; or (b) assist the Stakeholder in the administration and enforcement of such warranties for the Stakeholder's benefit. The election between items (a) and (b) above shall be made in UTA's sole determination.

2. Stakeholder Accepts Condition of Improvements. Except for UTA's specific commitment with respect to warranties as set forth in paragraph 1, Stakeholder hereby accepts the Improvements in an "AS-IS" and "WHERE-IS" condition and without any other warranties or guarantees whatsoever.

3. Assumption of Responsibility for Improvements. Except for UTA's specific commitment with respect to warranties as set forth in paragraph 1, Stakeholder hereby assumes all

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prospective ownership, maintenance responsibility and liability with regard to the Improvements.

4. Maintenance and Repairs. Stakeholder shall operate, maintain and repair the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements in order for them to last for their full estimated useful life of the Improvements up until asset disposition.

5. Use of Improvements. Stakeholder agrees that it will operate and use Improvements for appropriate purposes continuously for the duration of, at minimum, the useful life of Improvements ("Continuing Control") and continue until asset disposition. Should Stakeholder fail to use Improvements or fails to comply with federal requirements bound to the Improvements, it acknowledges and agrees it may be required to reimburse the full or depreciated amount of the federal interest in Improvements.

6. Incidental Use of Improvements. Incidental uses of must be compatible with the approved purposes of the Improvements and may not interfere with either the intended uses of the property or affect a property's transit capacity or use. Alterations to accommodate an incidental use should have no negative impact on the transit service or activity.

7. Restriction on Transfer of Title. During the useful life of asset, Stakeholder agrees it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance or other obligation pertaining to the Improvements without written approval from the Federal Transit Administration, and subject to reimbursement of any federal interest.

8. Annual Reporting. As described in Exhibit A, the Stakeholder shall annually report on the condition of the Improvements by submitting the Annual Asset Report; a form for such reporting is attached hereto as Exhibit "A". Assets with an acquisition cost of less than $5,000 are exempt from this annual reporting requirement.

9. UTA Retains Ownership of Real Property. For the avoidance of doubt, this Bill of Sale does not transfer, convey or assign any interest or ownership in underlying or contiguous real property owned by UTA.

10. Asset Disposition of Real Property. Stakeholder shall not dispose of any assets listed in Exhibit A prior to their minimum useful life as listed in Exhibit A without written permission from the Federal Transit Administration and UTA. For assets disposed of after they have met their minimum useful life, the Stakeholder remains responsible for any eligible repayment of federal interest to the Federal Transit Administration.

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IN WITNESS WHEREOF, UTAH TRANSIT AUTHORITY AND WEST VALLEY CITY HAVE EXECUTED THIS BILL OF SALE EFFECTIVE AS TO THE DATE FIRST SET FORTH ABOVE

UTAH TRANSIT AUTHORITY

DocuSigned by:

By _____
7/21/2023
Its _____ 98BBF2E4724384FE...

DocuSigned by:

By Dave Hancock
7/25/2023
Its _____ 25C82A1243E42A...

WEST VALLEY CITY

By _____
Its _____

Attest

By _____
Its _____

Approved as to Form

DocuSigned by:

Tim Merrill
UTA Legal Counsel 5A03EBC7C4914C2...

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Exhibit "A"

Annual Asset Report

Instructions:

1. This Annual Asset Report ("Report") shall be submitted to UTA on an annual basis before September 1st of each year, addressed as follows:

   Utah Transit Authority
   c/o Grey Turner/CapDev department
   669 West 200 South
   Salt Lake City, Utah 84101
   Email: TIGERAnnualReports@rideuta.com

2. This Report shall be submitted for, at minimum, the duration of the Useful Life of Asset and until asset disposition.

3. "Useful Life Expectancy" refers to the minimum period a capital asset purchased with FTA funds should be used in service, accounting for depreciation; expressed as a percentage and with a termination date (example: 35% useful life remaining; set to extinguish on December 31, 2030).

4. Attach to the Report current photographs of Asset.

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Annual Asset Report – WVC_BKL_5 West Valley City, 2700 W Bike Lanes

Current Reporting Date	
City Contact	Director of Public Works: Dan Johnson
Asset Name	2700 W Bike Lanes; 4700 South to 4100 South
Asset Description	bike lanes and associated improvements along 2700 West from 4100 South to 4700 South
Identification Number or Serial Number	WVC_BKL_5
Asset Street Address	2700 West, between 4100 South and 4700 South
Entity Title Holder	West Valley City
FAIN Number	UT-2018-002-01
Acquisition Cost	$3,751,238 (assumed this is total project cost)
Federal % in Acquisition Cost	35%
Use (Is Asset Active or Disposed)	
Condition Rating* (See information below)	
Useful Life Expectancy	20 years
Disposition Data (To be filled out and submitted upon Asset Disposition)	
Date of Disposal	
Sale Price	
Method Used to Determine Fair Market Value	

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***Condition Rating instructions:**

Of the items listed above, Condition is the item most likely to change from year to year. Condition data is to be reported on a 1-5 scale according to the definitions below:

5.0- Excellent
4.0- Good
3.0- Adequate
2.0- Marginal
1.0- Poor

A condition rating of 5.0 indicates the asset is in new or like-new condition. A condition of 3.0 indicates it is in adequate condition to function as intended. A rating of 2.0 would generally indicate some kind of maintenance is required so the asset can function as intended without limitation or restriction. A score of 1.0 generally indicates an asset us unusable either due to physical conditions or potential safety concerns and immediate action should be taken to remedy situation.

Stakeholders are encouraged to reference their previous submission and pictures to establish a baseline for the condition update on the upcoming inspection.

Detail procedures and plans for asset management and long-term maintenance

Summarize all inspections, maintenance and repair activities performed since last Report

Item:
Fiscal Impact: $130,000
Funding Source: Storm Water Utility
Account No: 36-7532-40750-00000-0000

Budget Opening Required: No

ISSUE:
A resolution authorizing the City to contract with Cody Ekker Construction Inc. for a storm drain on 7200 West

SYNOPSIS:
Authorization of work under Section 5-3-112 (Emergencies, Public Threats and Unforeseen Conditions)

BACKGROUND:
In the spring of 2023, the Public Works Department became aware of an imminent flooding condition for several businesses in the northwest corner of the city (near 7200 West 2100 South). Historically, storm water has flowed in open ditches near 7200 West that continue northwesterly into Salt Lake City (SLC) eventually reaching the Kersey Creek drain and the Great Salt Lake. It was discovered earlier this year that a private property owner within SLC had filled in a portion of the open ditch system sometime in early 2020. Due to the relatively dry conditions from 2020 to 2022, there was no significant evidence of an obstruction in the system. With the exceptionally wet winter conditions experienced this past winter, proof of the obstruction became evident. The ditches and nearby ponds within the area reached full capacity causing flooding concerns for the nearby business owners. The problem was investigated which resulted in the discovery of the ditch obstruction within SLC.

WVC Public Works crews began a temporary pumping operation to lower the water levels until a solution could be found. The property owner was contacted and instructed to reestablish the ditch (approximately 1200 feet). The owner did try to reestablish the ditch, but the drainage system still doesn't function after their efforts. The WVC Engineering Division began looking at alternative designs that would improve the overall drainage system in the area. The preferred solution is to reroute the ditch to the north until a connection to the existing system can be made. The connection point is on private property and will require an easement from the property owner; however, most of the ditch will be within SLC right-of-way and a presumed future roadway making it easier to maintain. SLC has agreed to the proposed alignment and is ready to issue a permit for construction.

In an effort to get this work done this construction season, and avoid pumping all winter long, the Public Works Department is requesting authorization to award a contract under Section 5-3-112 (Emergencies, Public Threats and Unforeseen Conditions) of the City's procurement code. Traditional procurement methods will not enable the work to be complete this fall.

The Engineering Division reached out to several contractors to identify interest and capacity to do the work within the necessary timeframe. Two contractors expressed interest and provided bids to complete the work. Cody Ekker Construction provided the lowest bid and is qualified to perform the work.

RECOMMENDATION:
Award a contract to Cody Ekker Construction Inc., in the amount of $111,335.15 and authorize the Public Works Department to spend up to $130,000 in potential change orders.

SUBMITTED BY:
Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO CODY EKKER CONSTRUCTION INC. FOR A STORM DRAIN INSTALLATION ON AND AROUND 7200 WEST.

WHEREAS, West Valley City requires that a storm drain and related infrastructure be installed immediately on and around 7200 West (the "Project"); and

WHEREAS, the City undertook best efforts to obtain the most competitive price to complete the Project according to City specifications on the required timeline; and

WHEREAS, Cody Ekker Construction Inc. (hereinafter, "Contractor") submitted a proposal to complete the Project within the required timeline at a competitive price; and

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

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

1. The contract to complete the Project is hereby awarded to Contractor in the amount of $111,335.15, with a total authorization not to exceed $130,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT
7200 WEST 2100 SOUTH STORM DRAIN PROJECT

THIS AGREEMENT is made this 18th day of August, 2023, 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 Cody Ekker Construction, Inc. (hereinafter, "Contractor"), a Utah corporation, 412 East 3200 North, Lehi, Utah 84043. 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 a storm drain connection and related infrastructure (the "Work"); and

WHEREAS, Contractor is a qualified provider willing and able 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 a storm drain connection at approximately 7200 West 2100 South as set forth herein.

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 one year warranty including labor and materials.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work unless otherwise set forth in Exhibit A. 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.

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 $111,335.15. Half of this amount shall be payable at the commencement of the

Work and half shall be payable upon the City's inspection and acceptance of the completed Work.

B. The City shall also provide certain materials as set forth in Exhibit A.

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 _____, 2023. 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:	Cody Ekker Construction, Inc. 412 East 3200 North Lehi, Utah 84043

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 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 $2,000,000, 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 $2,000,000.

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 $2,000,000.

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 8/17/2023
Brandon Hill

City Recorder

CONTRACTOR Cody Ekker Construction, Inc

By: President
Its:

State of Utah)
:ss
County of Utah)

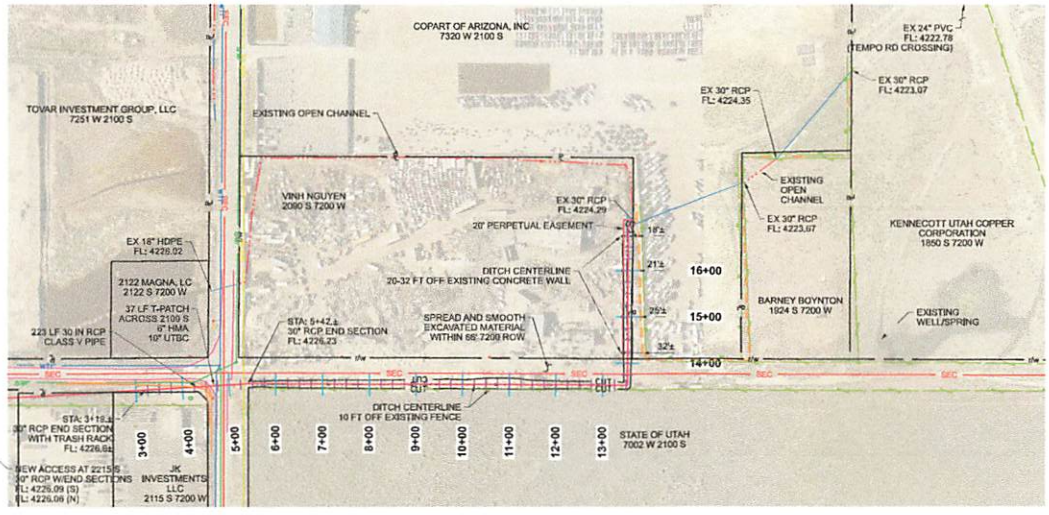
On this 18th day of August, 2023, personally appeared before me Cody Ekker *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the president *[title]*, of Cody Ekker Construction, Inc. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

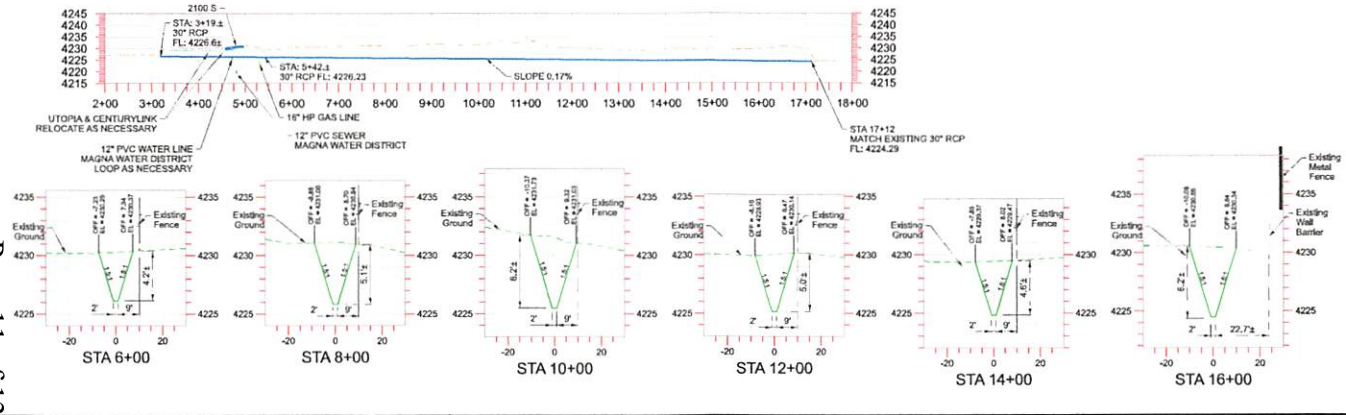
Ashley Bolt
Notary Public

ASHLEY BOLT
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 713863
COMM. EXP. 08-31-2024

EXHIBIT A

SCOPE OF WORK





WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN | DRAWN | CHECK | DATE | PROFESSIONAL ENGINEER

NO.	BY	DATE	REVISIONS

7200 W 2100 S
STORM DRAIN IMPROVEMENTS
PLAN AND PROFILE
PROJECT NUMBER WVC ENG SWU-483
SHEET NO. PP-1

Cody Ekker Construction, Inc.

412 E. 3200 N.
Lehi, UT 84043

Estimate

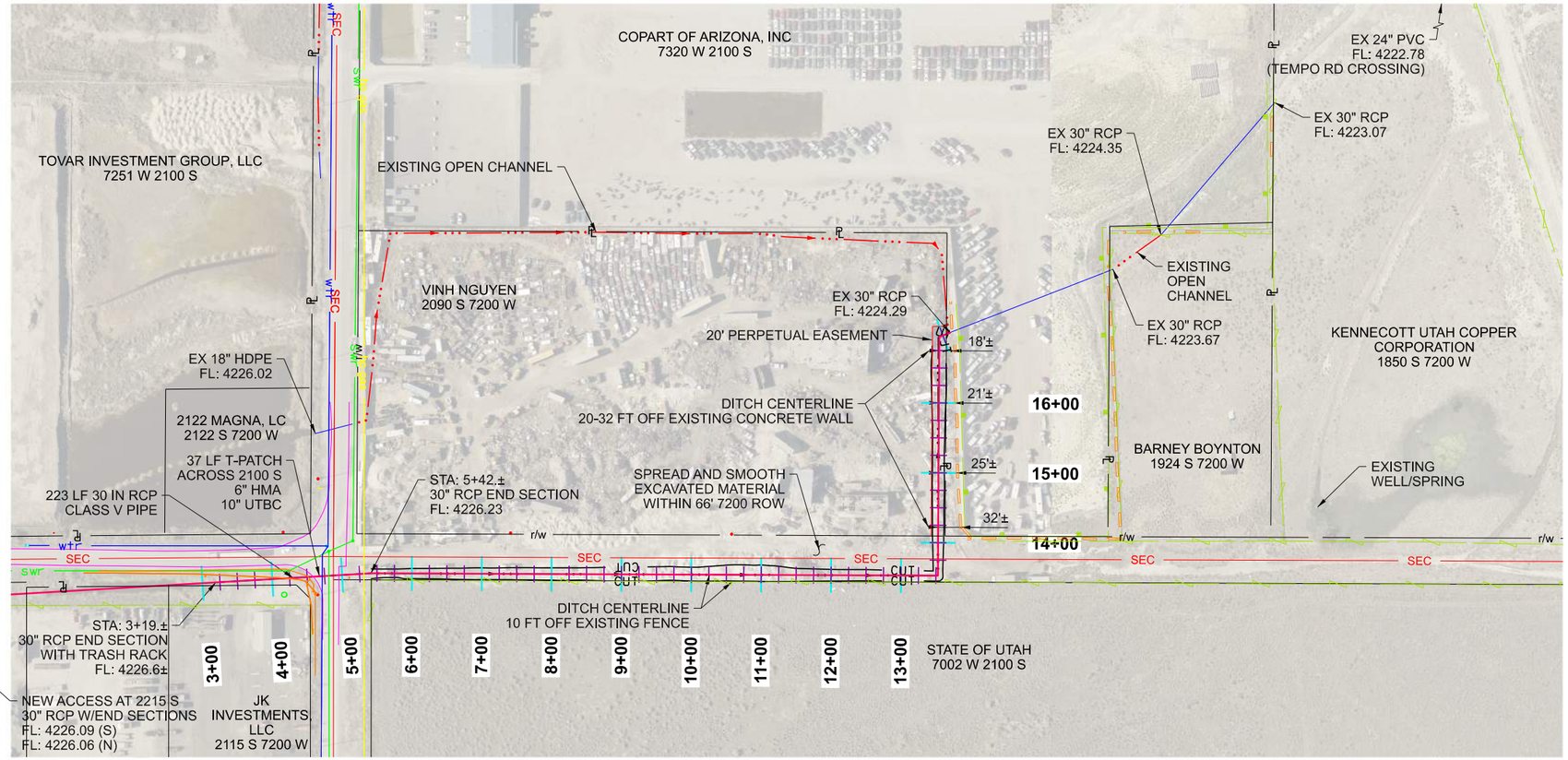
Date	Estimate #
6/9/2023	1460

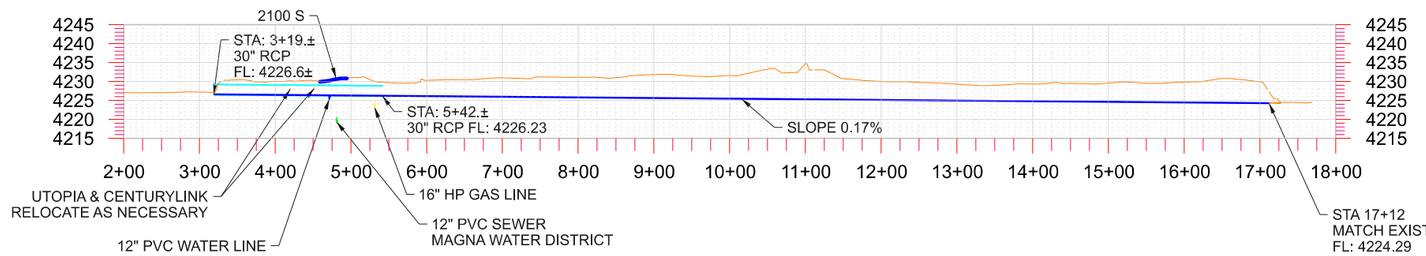
Name / Address
WEST VALLEY CITY

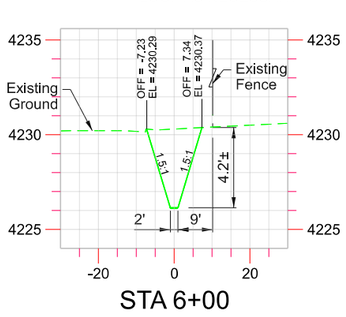
Project

Description	Qty	Rate	Unit	Total
7200 W STORM DRAIN PROJECT-				
1. MOB	1	10,000.00	LS	10,000.00
2. TRAFFIC CONTROL	1	7,000.00	LS	7,000.00
3. PERMIT COST PLUS 15%	1	0.15	LS	0.15
4. MOVE JUNK	1	1,500.00	LS	1,500.00
5. DITCH EXCAVATION	1	6,000.00	LS	6,000.00
6. 30" RCP	223	295.00	LF	65,785.00
7. 30" END SECTIONS	2	1,800.00	EA	3,600.00
8. 30" TRASH RACK	1	1,450.00	EA	1,450.00
9. R AND R ASPHALT	400	10.00	SF	4,000.00
10. 12" WATERLINE IF NEEDED	1	12,000.00	LS	12,000.00
* EXCLUDES: BONDS, SURVEY, ENGINEERING, LAYOUT, LANDSCAPING, CONCRETE OR STRIPING				
		Total		$111,335.15

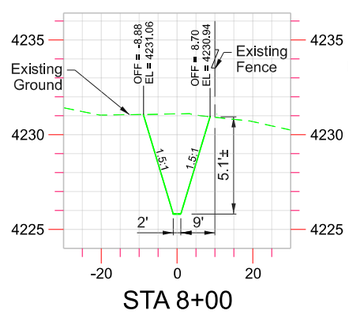
Phone # 801-768-0945 Fax # 801-768-0928 codyekkerconstruction@yahoo.com



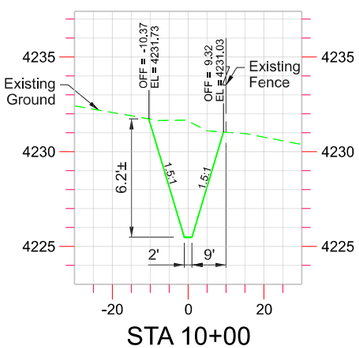




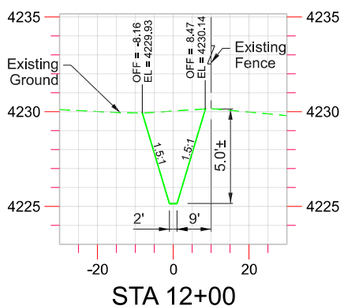
STA 6+00



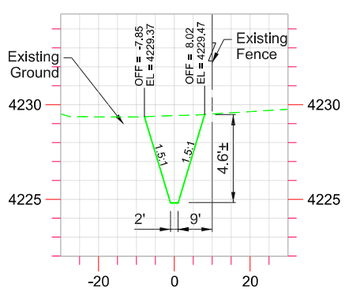
STA 8+00



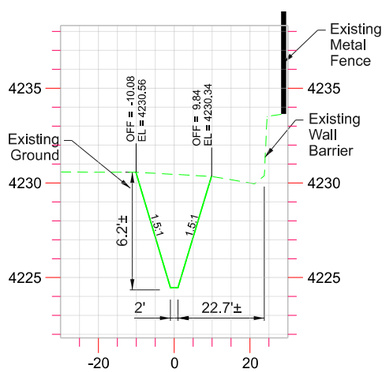
STA 10+00



STA 12+00



STA 14+00



STA 16+00

NO.	BY	DATE	REVISIONS	REMARKS	DESIGN	CHECK	DRAWN	CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN

PROFESSIONAL ENGINEER — DATE

7200 W 2100 S

STORM DRAIN IMPROVEMENTS

PLAN AND PROFILE

PROJECT NUMBER WVC ENG SWU-483

SHEET NO. PP-1

6/7/2023 5:12:00 PM H:\ENGDIV\PROJECTS\7200 W 2100 S Storm Drain Improvements\CAD\Drawings\PDF Exhibits\Option 1 Design Exhibit.dgn

Item#: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____
Neighborhood: **Sunnyvale Heights**

ISSUE:

SMI-1-2023 – Advanced RV Subdivision

SYNOPSIS:

Applicant:	Dave Lloret
Proposal:	Final Plat Approval
Location:	4581 West 3500 South
Zone:	C-2
Lots:	2
Acres:	4.8

BACKGROUND:

Dave Lloret is requesting final plat approval for the Advanced RV Subdivision. The subject property is located at 4581 West 3500 South and is bordered on the east by a small parcel zoned C-2, and the Lofts on 3500. Property to the south is zoned residential and property to the west is zoned C-2.

Mr. Lloret would like to divide the existing parcel to create an additional lot in the southwest corner of the property. He will retain ownership of the smaller .80 acre piece and has an interested buyer looking to purchase the balance of the property, approximately 4 acres, for a future commercial use.

Access to the new lot would be gained by an access easement recorded as part of the plat. The other access points from 3500 South will remain in effect as they are currently being used. The applicant has coordinated with UDOT and as no new or additional improvements are needed or required has received approval from UDOT.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

SMI-1-2023
Advanced RV Subdivision
4581 West 3500 South
C-2 Zone
2 Lots
4.81 Acres

BACKGROUND

Dave Lloret is requesting preliminary plat approval for the Advanced RV Subdivision. The subject property is located at 4581 West 3500 South and is bordered on the east by a small parcel zoned C-2, and the Lofts on 3500, a new planned residential community. Property to the south is zoned residential and property to the west is zoned C-2.

Mr. Lloret would like to divide the existing parcel to create an additional lot in the southwest corner of the property. He will retain ownership of the smaller .75 acre piece and has an interested buyer looking to purchase the balance of the property, approximately 4 acres, for a future commercial use.

Access to the new lot would be gained by an access easement recorded as part of the plat. The other access points from 3500 South will remain in effect as they are currently being used. The applicant has coordinated the subdivision with UDOT and as no new or additional improvements are needed, has received approval from UDOT.

As these properties further develop, conditional and/or permitted use applications will likely be required in the future. Owners of these properties will work with staff for those applications. Staff did inquire as to whether the existing buildings would remain on the .80 acre piece and that answer was yes.

Due to this application being a commercial subdivision, staff and agency comments will be better addressed during the conditional and/or permitted use applications. The subdivision plat will contain easements and other information applicable to the division of property, but does not address site design issues typically found in commercial developments.

STAFF ALTERNATIVES:

1. Approve the Advanced RV Subdivision subject to a resolution of staff and agency concerns.
2. Continue the application in order for the developer to address the Planning Commissions concerns.

Discussion:

Dave Lloret, the applicant, said he had operated his business from this location for approximately thirty years, and he would like to downsize. He would use the smaller lot, .80 acres, to run his business on a smaller scale. Mr. Lloret stated that the larger lot would be used for a car dealership, which is similar to his RV dealership that is currently operating there.

Commissioner Winters asked Mr. Lloret if an existing fence separated his property into the two proposed lots. Dave said there isn't a fence on his property, but there is one separating his property from the karate dojo next door. Commissioner Winters asked if the access would be the same. Mr. Lloret said yes, it would not change.

Motion: Commissioner Porter motioned to approve SMI-1-2023 the Advanced RV Subdivision subject to a resolution of staff and agency concerns.

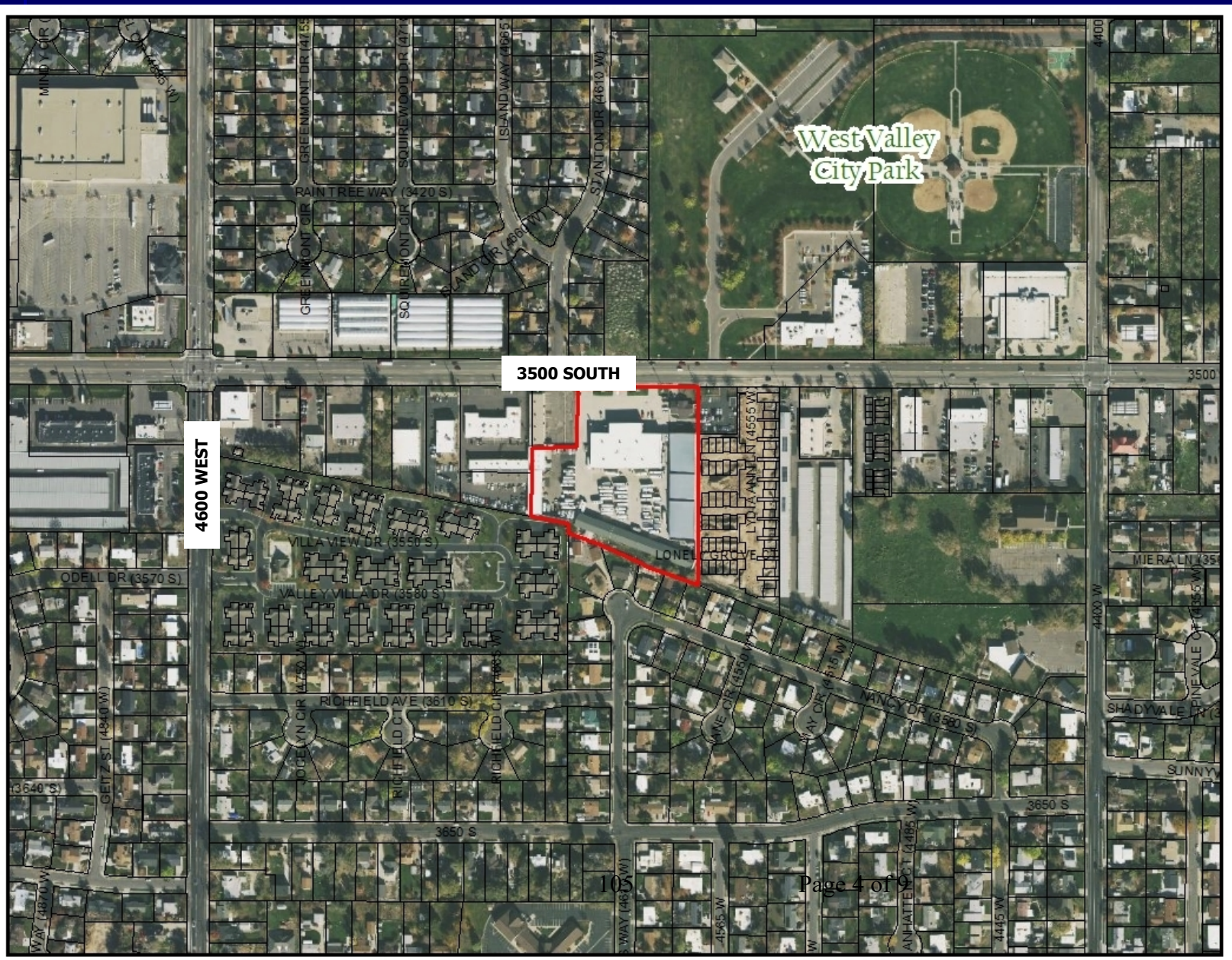
Commissioner McEwen seconded the motion.

Vote:	Commissioner Porter	Yes
	Chair Woodruff	Yes
	Commissioner Winters	Yes
	Chair McEwen	Yes

Unanimously – SMI-1-2023 – Approved

SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



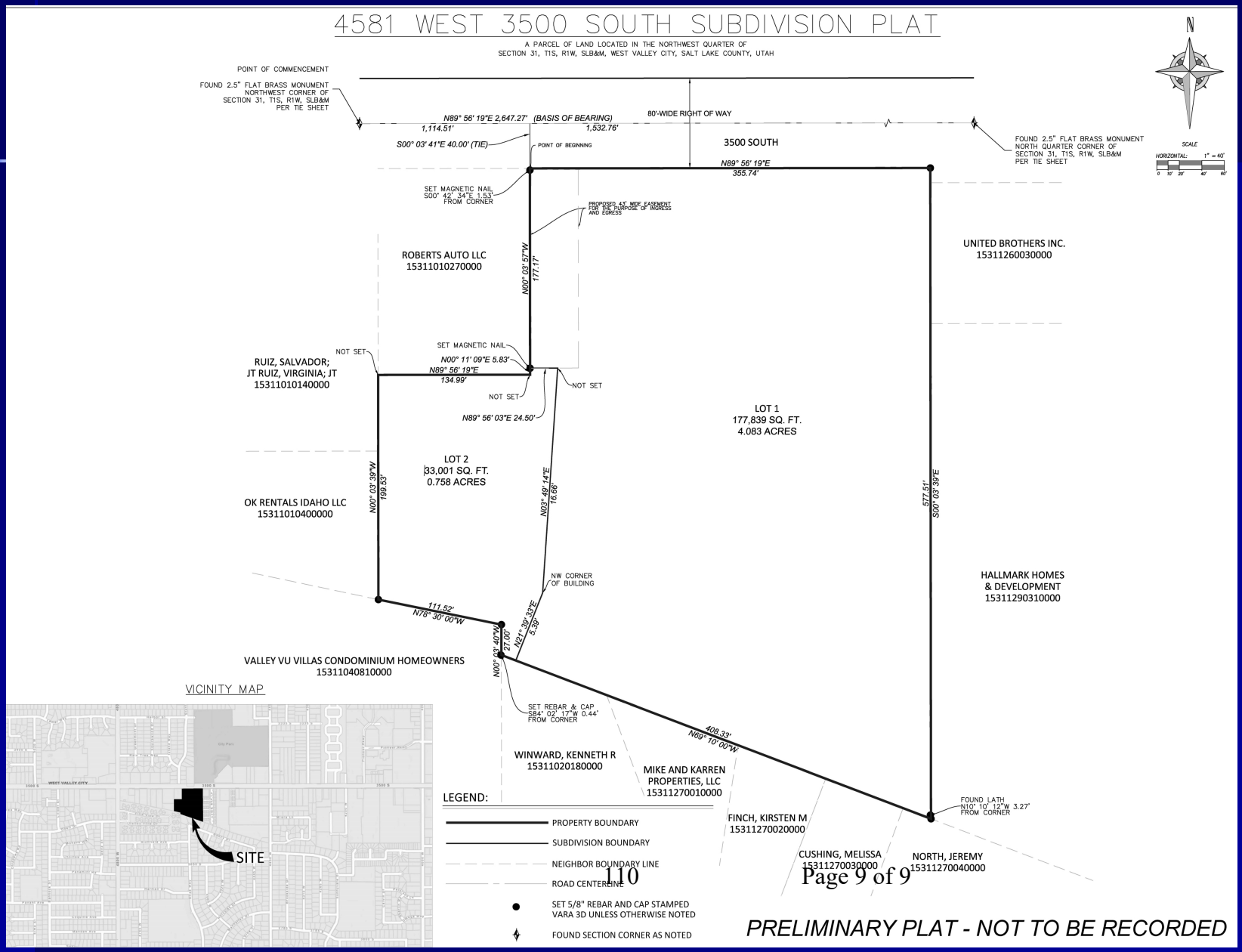
SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SMI-1-2023

Petition by DAVE LLORET is requesting preliminary approval for the Advanced RV Subdivision. The subdivision will consist of 2 lots on 4.81 acres. The subdivision is located at 4581 West 3500 South and is zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

ISSUE:

A resolution for the acceptance of a Warranty Deed.

SYNOPSIS:

Asahi Refining USA, Inc., a Delaware corporation has signed a Warranty Deed for property located at 4601 West 2100 South (15-19-100-018) which proposing an expansion of its site.

BACKGROUND:

Asahi Refining USA, Inc. is located on the south side of 2100 South (SR-201 South Frontage Road) at 4601 West. As a condition of approval of a building permit, conveyance of additional SR-201 South Frontage Road right-of-way was required.

RECOMMENDATION:

Accept Warranty Deed. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A WARRANTY DEED FROM ASAHI REFINING USA, INC. FOR PROPERTY LOCATED AT 4601 WEST 2100 SOUTH.

WHEREAS, Asahi Refining USA, Inc. ("Owner") is developing property located at 4601 West 2100 South (the "Project"); and

WHEREAS, a Warranty Deed (the "Deed") is required to convey right of way currently owned by Owner in order to construct the Project; and

WHEREAS, Owner has executed said Deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deed is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-19-100-018**

WARRANTY DEED

Asahi Refining USA, Inc., a Delaware corporation, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land for right-of-way purposes located at **4601 W. 2100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

SEE ATTACHED EXHIBIT "A"

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 16 day of August, 2023

GRANTOR
Asahi Refining USA, Inc., a Delaware corporation

BY: Deric Rust
TITLE: Director of Operations

State of Utah)
:ss
County of Salt Lake)

On this 16th day of August, 2023, personally appeared before me Deric L. Bust whose identity(s) is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Director of Operations, of the **Asahi Refining USA, Inc., a Delaware corporation**, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a corporate Resolution of its Board of Directors, and he/she acknowledged to me that said corporation.

SIERRA MERRYWEATHER
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 725865
COMM. EXP. 07/21/2026

Notary Public

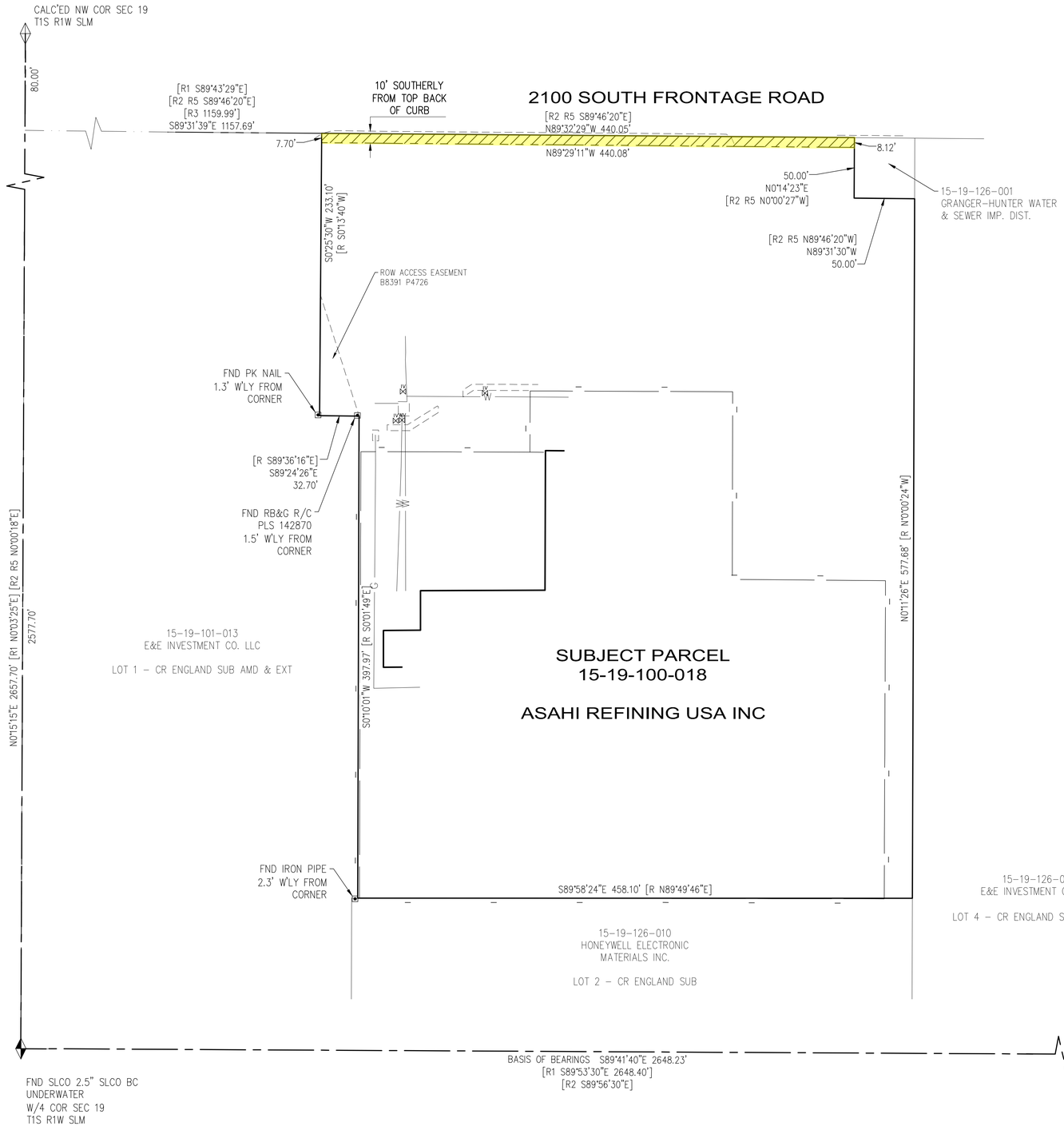
Exhibit 'A'

Dedication area

A portion of parcel 15-19-100-018 being 10' southerly from existing back of curb and described as follows:

Commencing at the West quarter corner of Section 19, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 00°15'15" East 2577.70 feet along section line to the southerly right of way line of 2100 South Frontage Road (being North 00°03'25" East per the CR England Subdivision, Lot 1A Amended and Extended plat recorded in Book 2016P Page 279 of official records; thence South 89°31'39" East 1157.69 feet (being South 89°43'29" East 1157.69 feet per said plat) along said right of way to the Northeast corner of Lot 1A of said plat and the POINT OF BEGINNING; thence South 89°32'29" East 440.05 feet along said right of way; thence South 00°14'23" West 8.12 feet; thence North 89°29'11" West 440.08 feet to a point on the easterly line of said Lot 1A; thence North 00°25'30" East 7.70 feet (North 00°13'40" East per said plat) to the POINT OF BEGINNING. Contains 3480 square feet or 0.080 acres, more or less.



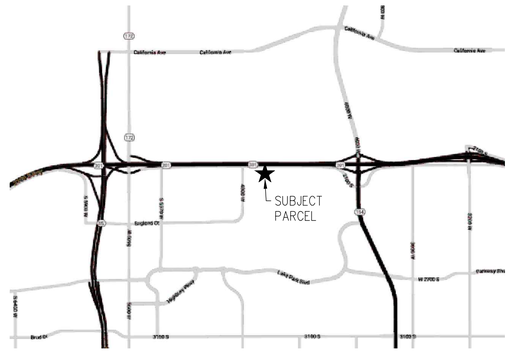


NORTH

SCALE
0 50' 100'
HORIZ: 1" = 50'

LEGEND

SET	FND	CALC	
◆	◆	◇	SECTION MONUMENT
◉	▣	○	PROPERTY CORNER
◉	◔	⊕	RIGHT OF WAY MONUMENT
◉	◓	○	INTERSECTION MONUMENT
◉	◗	○	WITNESS MONUMENT



VICINITY MAP – NO SCALE

SURVEYOR'S CERTIFICATE

I, DALE J. ROBINSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 189369 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECTION, AND THAT THIS PLAT CORRECTLY DEPICTS THE FINDINGS OF THAT SURVEY.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY OF THE SUBJECT PARCEL AND LOCATE KEY FEATURE FOR THE DESIGN OF IMPROVEMENTS.

THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD83 UTAH CENTRAL ZONE STATE PLANE COORDINATES AS NOTED AND MONUMENTED BETWEEN THE WEST QUARTER CORNER AND CENTER QUARTER CORNER OF SECTION 19, T1S, R1W, SLM.

15-19-100-018 RECORD DESCRIPTION (B11412 P728)

BEGINNING AT A POINT ON THE SOUTH LINE OF THE 2100 SOUTH FRONTAGE ROAD, SAID POINT BEING SOUTH 0° 00' 18" WEST 80.00 FEET ALONG THE SECTION LINE, AND SOUTH 89°46' 20" EAST 910.00 FEET ALONG THE SOUTH LINE OF SAID FRONTAGE ROAD FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89° 46' 20" EAST 690.00 FEET ALONG THE SOUTH LINE OF SAID 2100 SOUTH FRONTAGE ROAD; THENCE SOUTH 0° 00' 27" EAST 50.00 FEET; THENCE SOUTH 89°46' 20" EAST 50.00 FEET; THENCE SOUTH 0° 00' 24" EAST 1196.47 FEET; THENCE NORTH 89° 51' 20" WEST 740.00 FEET; THENCE NORTH 0° 00' 24" WEST 1247.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONTAINED WITHIN THE FOLLOWING DESCRIBED TRACT AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM JOHNSON MATTHEY INC., A PENNSYLVANIA CORPORATION TO ALTA GROUP, INC., A PENNSYLVANIA CORPORATION RECORDED SEPTEMBER 29, 2000, AS ENTRY NO. 7730041 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE 2100 SOUTH FRONTAGE ROAD, SAID POINT BEING SOUTH 0° 00' 18" WEST 80.00 FEET ALONG THE SECTION LINE, AND SOUTH 89° 46' 20" EAST 910.00 FEET ALONG THE SOUTH LINE OF SAID FRONTAGE ROAD FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE SOUTH 89° 46' 20" EAST 249.99 FEET ALONG THE SOUTH LINE OF SAID 2100 SOUTH FRONTAGE ROAD; THENCE SOUTH 0° 13' 40" WEST 233.10 FEET; THENCE SOUTH 89°36' 16" EAST 32.70 FEET; THENCE SOUTH 0° 01' 49" EAST 397.97 FEET; THENCE NORTH 89° 49' 46" EAST 458.10 FEET; THENCE SOUTH 0° 00' 24" EAST 618.48 FEET; THENCE NORTH 89° 51' 20" WEST 740.00 FEET; THENCE NORTH 0° 00' 24" WEST 1247.54 FEET TO THE POINT OF BEGINNING.

REFERENCES [R#]:
1. 2013P-261 CR ENGLAND SUBDIVISION
2. S2000-01-0087 ROS TITANIUM - ENSIGN
3. S2006-03-0263 ROS ENGLAND TRUCKING - ENSIGN
4. S2008-05-0502 ROS HONEYWELL ELECTRONIC MAT. - RB&G
5. B11412 P7328 AFF REGARDING NAME CHANGE

DEDICATION AREA

A portion of parcel 15-19-100-018 being 10' southerly from existing back of curb and described as follows:
Commencing at the West quarter corner of Section 19, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 00°15'15" East 2577.70 feet along section line to the southerly right of way line of 2100 South Frontage Road (being North 00°03'25" East per the CR England Subdivision, Lot 1A Amended and Extended plat recorded in Book 2016P Page 279 of official records; thence South 89°31'39" East 1157.69 feet (being South 89°43'29" East 1157.69 feet per said plat) along said right of way to the Northeast corner of Lot 1A of said plat and the POINT OF BEGINNING; thence South 89°32'29" East 440.05 feet along said right of way; thence South 00°14'23" West 8.12 feet; thence North 89°29'11" West 440.08 feet to a point on the easterly line of said Lot 1A; thence North 00°25'30" East 7.70 feet (North 00°13'40" East per said plat) to the POINT OF BEGINNING. Contains 3480 square feet or 0.080 acres, more or less.

REV NO.	COMMENT	DATE
0	final draft	06/29/23

PROFESSIONAL LAND SURVEYOR
08/10/23
No. 189369
DALE J.
ROBINSON
STATE OF UTAH

SUNRISE ENGINEERING
6875 SOUTH 900 EAST
SALT LAKE CITY, UTAH 84047
TEL 801.523.0100 | FAX 801.523.0990
www.sunrise-eng.com

BOUNDARY SURVEY

JOB INDUSTRIAL – ASAHI REFINING
4601 WEST 2100 SOUTH, WVC, UT
IN THE NW/4 OF SEC 19 T1S R1W SLM

SEI NO.	SURVEYED	DRAWN	CHECKED	SHEET NO.	
00000	LY	DJR	DJR	1 of 1	23-009

U:\JOB Industrial\08916 JIS Asahi Refining Bldg Addn\Dwg\JIS-AHAH-tractmap.dwg Aug 10, 2023 4:50pm drobinson

Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

ISSUE:

A resolution for the acceptance of a Warranty Deed.

SYNOPSIS:

KH Mountain Investments, LLC, a Utah limited liability company has signed a Warranty Deed for property located at 2630 South 3270 West (15-20-478-021) which proposing a building remodel.

BACKGROUND:

The KH Mountain Investments, LLC property is located on the west side of 3270 West at 2630 South. As a condition of approval of for a building permit, conveyance of additional right of way on 3270 West required.

RECOMMENDATION:

Accept Warranty Deed. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A WARRANTY DEED FROM KH MOUNTAIN INVESTMENTS, LLC FOR PROPERTY LOCATED AT 2630 SOUTH 3270 WEST.

WHEREAS, KH Mountain Investments, LLC ("Owner") is developing property located at 2630 South 3270 West (the "Project"); and

WHEREAS, a Warranty Deed (the "Deed") is required to convey right of way currently owned by Owner in order to construct the Project; and

WHEREAS, Owner has executed said Deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deed is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-20-478-021**

WARRANTY DEED

KH Mountain Investments, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a strip of land in fee for road purposes, located at **2630 South 3270 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

SEE ATTACHED EXHIBITS "A" and "B"

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 22 day of August, 2023.

GRANTOR
KH Mountain Investments, LLC, a Utah limited liability company

By:

Title:

State of Utah)
:ss
County of Salt Lake)

On this 22 day of August, 2023, personally appeared before me Desiree Pingree, 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 Kemp Kelly of **KH Mountain Investments, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

Notary Public - State of Utah
DESIREE PINGREE
Comm. #709413
My Commission Expires
November 26, 2023

EXHIBIT "A"

3270 West Road Dedication Parcel Description

A parcel of land being a part of a parcel described in that Warranty Deed Recorded July 10, 2008, as Entry No. 10475695 in Book 9625, at Page 7664-7665 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Said parcel of land is described as follows:

Beginning at a point on the westerly right-of-way line of 3270 West Street which is 1828.70 feet S. 00°04'25" E. along the East Section Line and 475.25 feet West from the East Quarter Corner of said Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence S.00°02'38"E. 165.94 feet along said westerly right-of-way line of 3270 West Street to the southerly boundary line of said parcel; thence S.89°54'34"W. 9.65 feet along said southerly boundary line; thence N.00°06'07"W. 165.94 feet to the northerly boundary line of said parcel; thence N.89°53'47"E. 9.81 feet along said northerly boundary line to the **Point of Beginning**.

The above-described parcel of land contains 1,615 sq. ft. in area or 0.037 acres, more or less.

EXHIBIT "B"	By this reference, made a part hereof.
BASIS OF BEARING	S. 00°04'25" E. along the Section Line between the East Quarter Corner of Section 20 and the Southeast Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

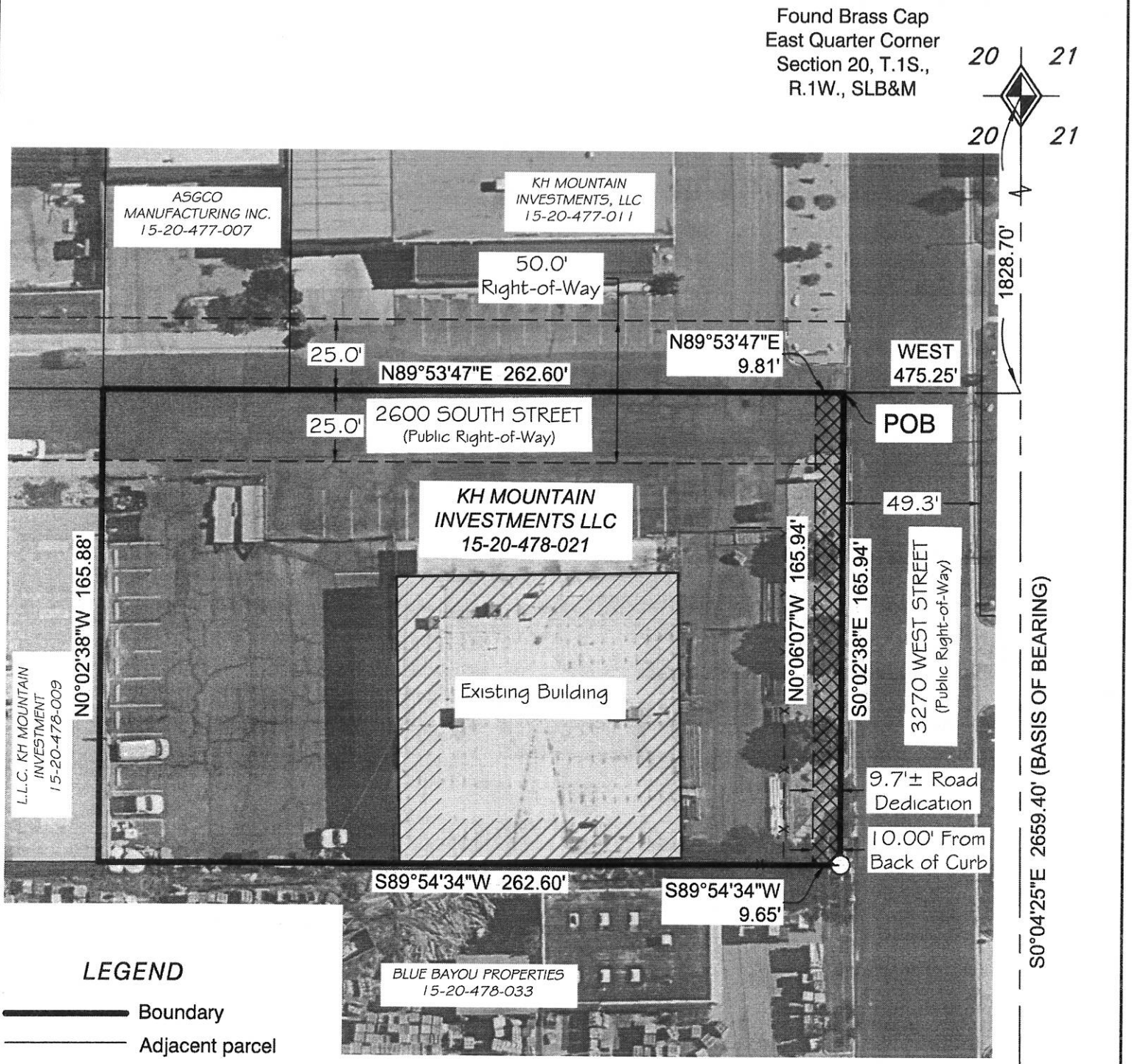


EXHIBIT "B"

KHI MECHANICAL Road Dedication	PREPARED BY:
Assessor Parcel No: 15-20-478-021	CIR | CIVIL ENGINEERING + SURVEYING
Part of the Southeast Quarter Sec. 20, T.1S., R.1W., S.L.B.&M.	10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095 Phone: 435-503-7641
August 7, 2023	Page 4 of 4

Item #:	
Fiscal Impact:	$176.02 (6.77% of actual cost)
Funding Source:	Transportation Alternatives Program (TAP)
Account #:	45-9610-40750-75268-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Paul Phillips has signed a Real Estate Purchase Contract along with a Warranty Deed and a Temporary Construction Easement for property located at 2635 S. Constitution Boulevard (15-21-452-002).

BACKGROUND:

The Paul Phillips parcel located at 2635 S. Constitution Boulevard is one of several parcels affected by the Cross Towne Trail; 2700 West to Bangerter Highway Project. This project will provide for bike lanes on Parkway Boulevard from 2700 West to Bangerter Highway. The project will also construct sidewalks on Parkway Boulevard where they do not currently exist and add new ADA ramps at street intersections on Parkway Boulevard. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $2,600.00 based upon the Administrative Compensation Estimate prepared by Meridian Engineering, Inc.

.

The project is being funded through the Transportation Alternatives Program (TAP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition $176.02. .

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Documents will be recorded after payment by UDOT.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM PAUL PHILLIPS FOR PROPERTY LOCATED AT 2635 SOUTH CONSTITUTION BOULEVARD.

WHEREAS, Paul Phillips (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2635 South Constitution Boulevard that is affected by the Cross Towne Trail Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and a Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 125:C, 125:E

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-21-452-002
Property Address: 2635 South Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: 2635 South Constitution Blvd,WEST VALLEY CITY,UT,84119
Primary Phone: 801-824-7502 Owner's Home Phone: (801)824-7502 Owner's Work Phone:
Owner / Grantor (s): Paul Phillips, an individual

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Paul Phillips, an individual ("Owner") agrees to sell to 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 125:C, 125:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $2,600 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): **Grantor(s) acknowledge receiving** $1,000 for Sod and Sprinkler Reconfiguration, which is included in the total purchase price. PP BB

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

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 125:C, 125:E

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-21-452-002
Property Address: 2635 South Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: 2635 South Constitution Blvd,WEST VALLEY CITY,UT,84119
Primary Phone: 801-824-7502 Owner's Home Phone: (801)824-7502 Owner's Work Phone:
Owner / Grantor (s): Paul Phillips, an individual

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):

Owner(s) acknowledges receiving payment for the following improvements acquired: $150 for 30 square feet of sod and sprinklers, which is included in the total purchase price.

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 125:C, 125:E

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-21-452-002
Property Address: 2635 South Constitution Blvd WEST VALLEY CITY UT, 84119
Owner's Address: 2635 South Constitution Blvd,WEST VALLEY CITY,UT,84119
Primary Phone: 801-824-7502 Owner's Home Phone: (801)824-7502 Owner's Work Phone:
Owner / Grantor (s): Paul Phillips, an individual

SIGNATURE PAGE TO
WEST VALLEY CITY
REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

100% Paul Phillips - OWNER(s) 8/25/23 Date _____ Date

WEST VALLEY CITY

_____ _____
Karen Lang, Mayor of West Valley City Date

Grantor's Initials

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2162(2)1 Parcel No.(s): 125:C, 125:E

Pin No: 17869 Job/Proj No: 55542 Project Location: Cross Towne Trail; 2700 West to Bangerter Hwy
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-21-452-002
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Owner's Address: 2635 South Constitution Blvd,WEST VALLEY CITY,UT,84119
Primary Phone: 801-824-7502 Owner's Home Phone: (801)824-7502 Owner's Work Phone:
Owner / Grantor (s): Paul Phillips, an individual

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

WITH A COPY TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-21-452-002
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:125:C

Paul Phillips, an individual, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 21, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract and the intersection of the existing northerly right of way line of Parkway Boulevard and the existing easterly right of way line of Constitution Boulevard, said corner is 419.71 feet N.00°05'10"W. along the quarter section line and 50.00 feet S.89°57'11"E. from the South Quarter Corner of said Section 29; and running thence N.00°05'10"W. 9.12 feet along said existing easterly right of way line to a point 49.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 77+28.72; thence S.45°31'20"E. 13.02 feet to said existing northerly right of way line at a point 39.86 feet perpendicularly distant northerly from said control line opposite engineer station 77+38.00; thence N.89°57'11"W. 9.28 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 42 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'42" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:125:C

STATE OF _____)
) ss.
)
COUNTY OF _____)

_____
Paul Phillips

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

_____
Notary Public

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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-21-452-002
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:125:E

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

A temporary easement, upon part of an entire tract of property, in the SW1/4 SE1/4 of Section 21, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1. 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 upon part of an entire tract of property are described as follows:

Beginning at a point in the existing northerly right of way line of Parkway Boulevard, said point is 419.71 feet N.00°05'10"W. along the quarter section line and 59.28 feet S.89°57'11"E. from the South Quarter Corner of said Section 29; and running thence N.45°31'20"W. 13.02 feet to the existing easterly right of way line of constitution Boulevard; thence N.00°05'10"W. 8.00 feet along said existing easterly right of way line; thence S.45°17'18"E. 24.35 feet to said existing northerly right of way line; thence N.89°57'11"W. 8.00 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement upon part of an entire tract of property contains 106 square feet in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'42" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:125:E

STATE OF _____)
) ss.
)
COUNTY OF _____)

_____
Paul Phillips

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

_____
Notary Public

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

WITH A COPY TO:
West Valley City
3600 South Constitution Boulevard
West Valley City, Utah 84119

Warranty Deed
(Individual)

Salt Lake County

Tax ID No.	15-21-452-002
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:125:C

Paul Phillips, an individual, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction and improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1, being part of an entire tract of property situate in the SW1/4 SE1/4 of Section 21, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract and the intersection of the existing northerly right of way line of Parkway Boulevard and the existing easterly right of way line of Constitution Boulevard, said corner is 419.71 feet N.00°05'10"W. along the quarter section line and 50.00 feet S.89°57'11"E. from the South Quarter Corner of said Section 29; and running thence N.00°05'10"W. 9.12 feet along said existing easterly right of way line to a point 49.00 feet perpendicularly distant northerly from the control line of said project opposite engineer station 77+28.72; thence S.45°31'20"E. 13.02 feet to said existing northerly right of way line at a point 39.86 feet perpendicularly distant northerly from said control line opposite engineer station 77+38.00; thence N.89°57'11"W. 9.28 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 42 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'42" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:125:C

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

Paul Phillips

On this 25 day of August, in the year 2023, before me personally appeared, Paul Phillips, an individual, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

NOTARY PUBLIC
TARA K STOBBE
COMM. # 723560
MY COMMISSION EXPIRES
APRIL 02, 2026
STATE OF UTAH

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

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-21-452-002
PIN No.	17869
Project No.	F-2162(2)1
Parcel No.	2162:125:E

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

A temporary easement, upon part of an entire tract of property, in the SW1/4 SE1/4 of Section 21, T.1S., R.1W., S.L.B.&M., in Salt Lake County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the improvements of the existing Parkway Boulevard known as Project No. F-2162(2)1. 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 upon part of an entire tract of property are described as follows:

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(Note: Rotate all bearings in the above description 00°14'42" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 17869
Project No. F-2162(2)1
Parcel No. 2162:125:E

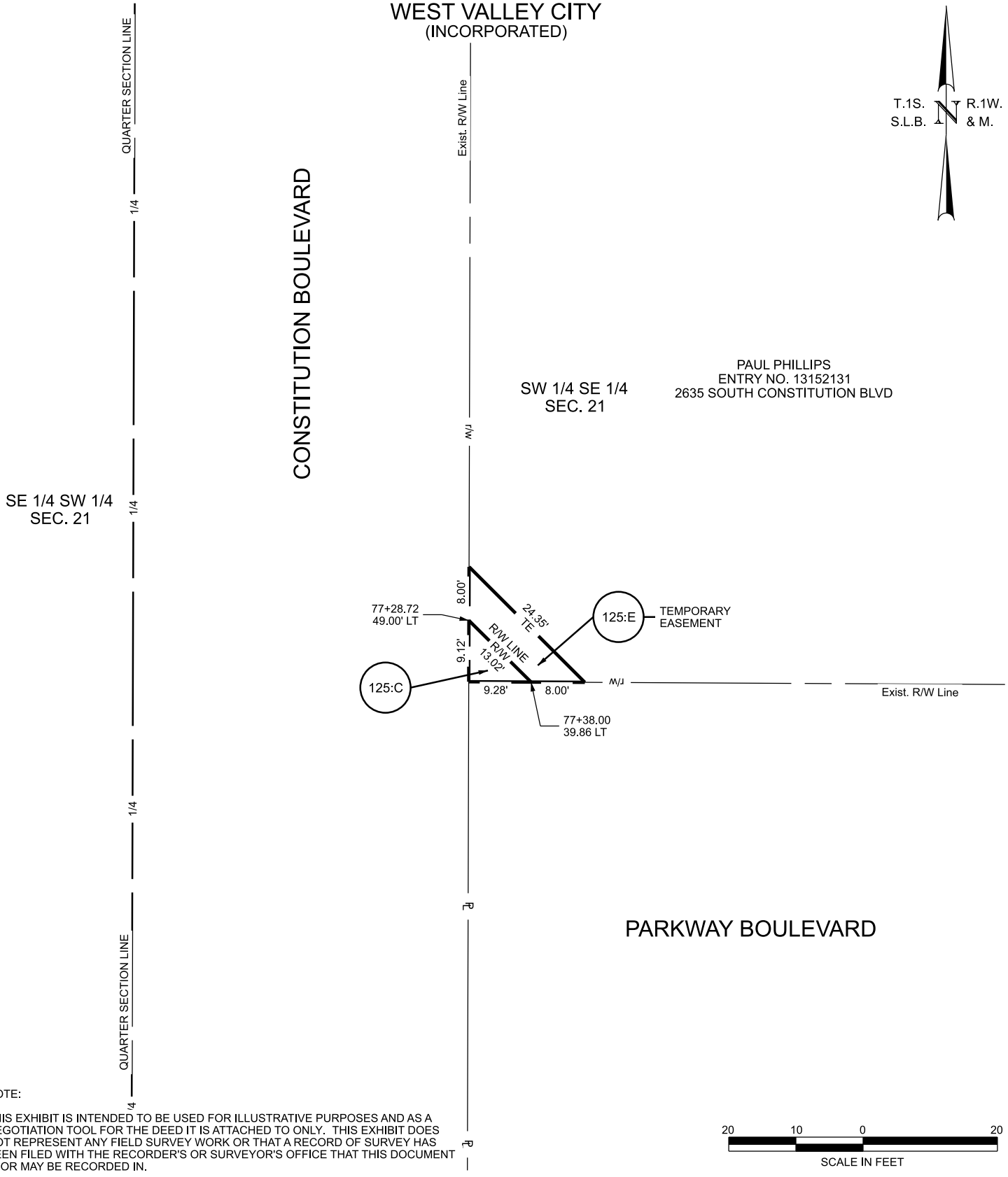
STATE OF Utah)
) ss.
)
COUNTY OF Salt Lake)

Paul Phillips

On this 25 day of August, in the year 2023, before me personally appeared, Paul Phillips, an individual, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

NOTARY PUBLIC
TARA K STOBBE
COMM. # 723560
MY COMMISSION EXPIRES
APRIL 02, 2026
STATE OF UTAH



NOTE:

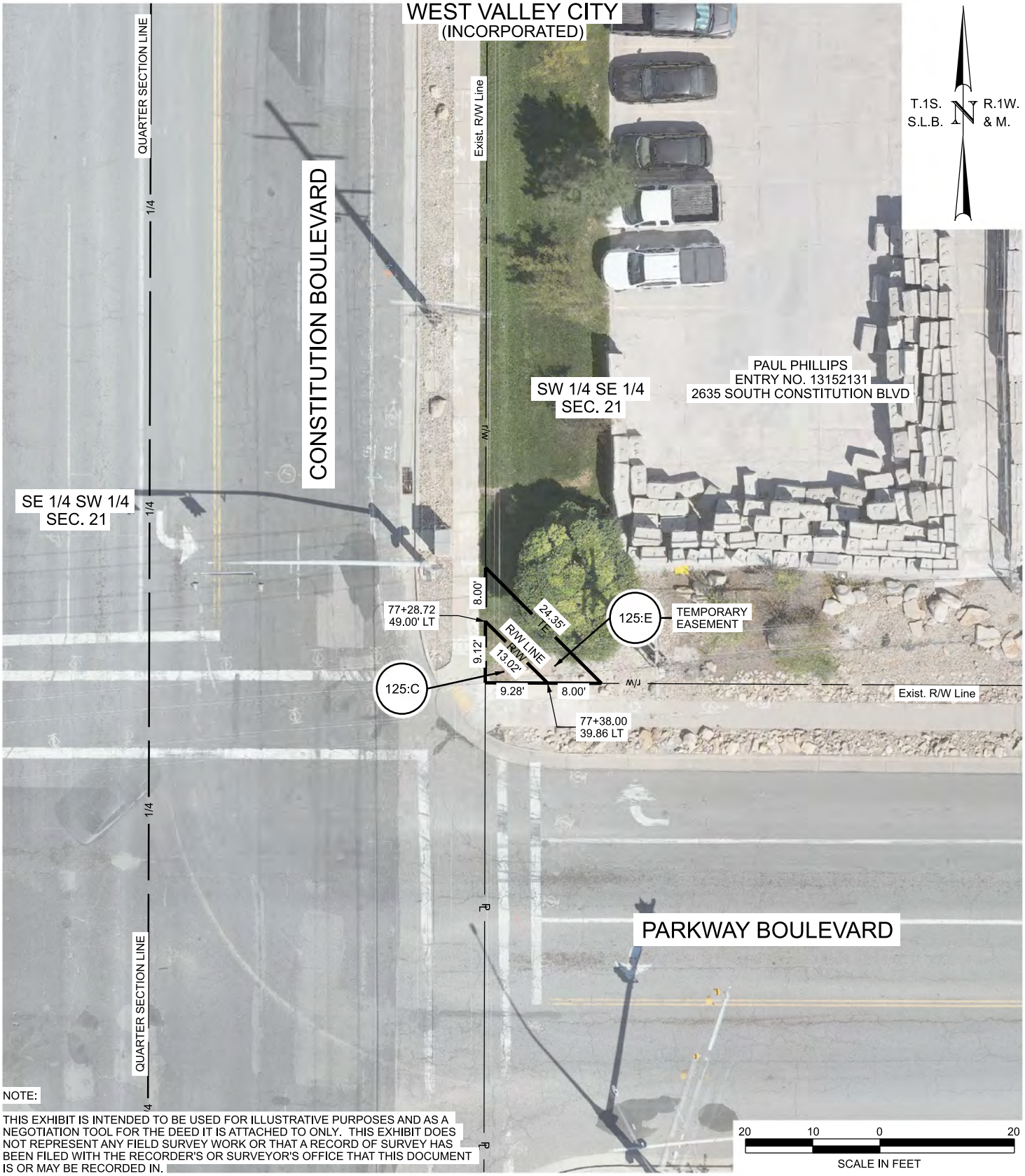
THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
125:C	PAUL PHILLIPS	0.001	42	NONE	3.556	3.555	NONE
125:E	PAUL PHILLIPS	0.002	106			TEMPORARY	

SHEET NO. 125-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	PAUL PHILLIPS
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2635 SOUTH CONSTITUTION BLVD
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\125\17869_F-2162(2)1_01P_125_Exhibit.dgn

21-APR-2023



NOTE:

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
125:C	PAUL PHILLIPS	0.001	42	NONE	3.556	3.555	NONE
125:E	PAUL PHILLIPS	0.002	106			TEMPORARY	

SHEET NO. 125-EXHIBIT	PARTIAL SUMMARY NO. 01P	PROPERTY OWNER:	PAUL PHILLIPS
PROJECT	CROSS TOWNE TRAIL; 2700 WEST	PROPERTY ADRESS:	2635 SOUTH CONSTITUTION BLVD
	TO BANGERTER HWY	UTAH DEPARTMENT OF TRANSPORTATION	
PROJECT NUMBER	F-2162(2)1 PIN 17869	MERIDIAN ENGINEERING, INC.	

DGN File: U:\Projects\2022\22240-MWN-UDOT-WVC-Cross Towne Trail\17869_Connect\Right of Way\Exhibits\125\17869_F-2162(2)1_01P_125_Exhibit-Aerial.dgn

21-APR-2023

WEST VALLEY CITY
(INCORPORATED)

74+00 | 75.00 | 76+00 | 77+00

SE 1/4 SW 1/4
SEC. 21

SW 1/4 SE 1/4
SEC. 21

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

CQC 53
FOUND CENTER
CORNER
OF SEC. 21
N 432141.694
E 513719.245

HRAIR BEZDJAN
ENTRY NO. 11930252
2652 SOUTH CONSTITUTION BOULEVARD

PAUL PHILLIPS
ENTRY NO. 13152131
2635 SOUTH CONSTITUTION BLVD

QUARTER SECTION LINE
S00°09'32"W 2650.87"

Exist. R/W Line

TEMPORARY EASEMENT 124:E
76+28.72
60.70' LT
6.70'
76+28.72
54.00' LT
76+05.48
40.00' LT
31.12'
TE
21.05
R/W
14.00'
15.72'
7.52'
76+13.00
40.00' LT
124:C

TEMPORARY EASEMENT 125:E
77+28.72
57.00 LT
77+28.72
49.00 LT
8.00'
9.12'
24.35'
TE
13.02'
R/W
9.28'
8.00'
77+46.00
39.84 LT
77+38.00
39.86 LT
125:C

PARKWAY BOULEVARD

CONTROL LINE
S89°50'34"E 2383.32'

76+78.72

90°00'06"

123:C
76+22.50
40.00' RT
7.20'
6.22'
6.00'
8.64'
TE
18.65'
6.95'
76+15.30
40.00' RT
76+28.72
46.00' RT
76+28.72
52.95' RT
TEMPORARY EASEMENT 123:E

2700 SOUTH LLC
ENTRY NO. 12466695
2720-36 CONSTITUTION BLVD

79+60.72
END PROJECT
F-2162(2)1
N 429869.768
E 513994.946

QC 56
FOUND NORTH
QUARTER
OF SEC. 28
N 429490.833
E 513711.889

SCALE IN FEET: 30 15 0 30

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

DRAWN BY: JMM | CHECKED BY: TJB | QC

APPROVED

DATE

PROFESSIONAL LAND SURVEYOR

PROJECT: CROSS TOWNE TRAIL; 2700 WEST TO BANGERTER HIGHWAY

PROJECT NUMBER: F-2162(2)1

PIN: 17869

RIGHT-OF-WAY PLAN

SALT LAKE COUNTY

TEMP 01P

SHEET NO. RW-14

DGN File:\\Projects\2022\22240-MVN-UDOT-WVC-Cross Towne Trail\17869_Connect\Rights of Way\17869_F-2162(2)1_Rw-14.dgn

27-APR-2023

WEST VALLEY CITY
(INCORPORATED)

74+00 | 75.00 | 76+00 | 77+00

CQC 53
FOUND CENTER
CORNER
OF SEC. 21
N 432141.694
E 513719.245

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

SE 1/4 SW 1/4
SEC. 21

SW 1/4 SE 1/4
SEC. 21

HRAIR BEZDJAN
ENTRY NO. 11930252
2652 SOUTH CONSTITUTION BOULEVARD

PAUL PHILLIPS
ENTRY NO. 13152131
2635 SOUTH CONSTITUTION BLVD

QUARTER SECTION LINE
S00°09'32"W 2650.87"

Exist. R/W Line

TEMPORARY EASEMENT 124:E

76+28.72
60.70' LT
6.70'
76+28.72
54.00' LT
76+05.48
40.00' LT
31.12'
TE
21.05'
R/W
14.00'
15.72'
7.52'
76+13.00
40.00' LT

124:C

TEMPORARY EASEMENT 125:E

77+28.72
57.00 LT
77+28.72
49.00 LT
8.00'
9.12'
24.35'
TE
13.02'
R/W
9.28'
8.00'
77+46.00
39.84 LT
77+38.00
39.86 LT

125:C

PARKWAY BOULEVARD

CONTROL LINE
S89°50'34"E 2383.32'

76+78.72

90°00'06"

76+22.50
40.00' RT
123:C
7.20'
6.22'
8.64'
TE
18.65'
6.00'
6.85'
76+15.30
40.00' RT
76+28.72
46.00' RT
TEMPORARY EASEMENT 123:E
76+28.72
52.95' RT

2700 SOUTH LLC
ENTRY NO. 12466695
2720-36 CONSTITUTION BLVD

79+60.72
END PROJECT
F-2162(2)1

N 429869.768
E 513994.946

SE 1/4 SW 1/4
SEC. 21

QC 56
FOUND NORTH
QUARTER
OF SEC. 28
N 429490.833
E 513711.889

30 15 0 30
SCALE IN FEET

NO.	DATE	APPROVED BY	REMARKS

REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

DRAWN BY: JMM
CHECKED BY: TJB
QC
DATE
APPROVED
PROFESSIONAL LAND SURVEYOR

PROJECT: CROSS TOWNE TRAIL; 2700 WEST TO BANGERTER HIGHWAY
PROJECT NUMBER: F-2162(2)1
PIN: 17869

RIGHT-OF-WAY PLAN

SALT LAKE COUNTY
TEMP 01P
SHEET NO. RW-14

DGN: File:\UtahProjects\2022\22248-MWH-UDOT-WVC-Cross Towns Trail\17869_Connects\Right of Way\17869_F-2162(2)1_RW14-Rem.dgn
27-APR-2023

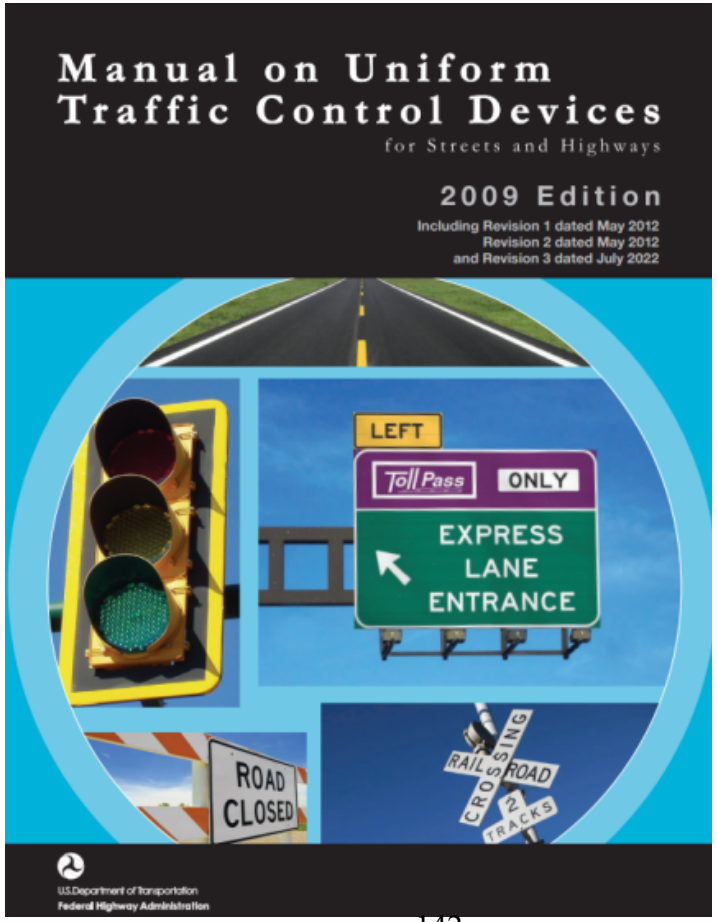
Traffic Signal Discussion

Cheryl St.-Costco Access

3800 South

MUTCD Traffic Signal Warrants

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- 5-School Crossing
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing



- Traffic signal should not be installed unless one or more of the warrants are met.
- The satisfaction of a traffic signal warrant shall not in itself require the installation of a traffic control signal.
- A traffic signal should not be installed unless an engineering study indicates that installing a traffic signal will improve the overall safety and/or operation of the intersection.

MUTCD Traffic Signal Warrants

- Volume Warrants (1-3)
- Used when traffic volume is the principal reason to consider installing a traffic signal.
  - Eight Hour
  - Four Hour
  - Peak Hour

- **1-Eight-Hour Vehicular Volume**
- **2-Four-Hour Vehicular Volume**
- **3-Peak Hour**
- 4-Pedestrian Volume
- 5-School Crossing
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing

MUTCD Traffic Signal Warrants

- The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- **4-Pedestrian Volume**
- 5-School Crossing
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing

MUTCD Traffic Signal Warrants

- The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal.

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- **5-School Crossing**
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing

MUTCD Traffic Signal Warrants

- Progressive movement in a **coordinated signal system** sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

- Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a **roadway network**.

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- 5-School Crossing
- **6-Coordinated Signal System**
- 7-Crash Experience
- **8-Roadway Network**
- 9-Intersection Near a Grade Crossing

MUTCD Traffic Signal Warrants

- The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- 5-School Crossing
- 6-Coordinated Signal System
- **7-Crash Experience**
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing

MUTCD Traffic Signal Warrants

- The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- 5-School Crossing
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- **9-Intersection Near a Grade Crossing**

Cheryl Street/Costco Access at 3800 South

- Unlikely to qualify for a traffic signal under any of the nine warrants.
- Proximity to 2700 West is unfavorable for a new traffic signal
- Other accesses in the area also create difficulties for a new traffic signal

- 1-Eight-Hour Vehicular Volume
- 2-Four-Hour Vehicular Volume
- 3-Peak Hour
- 4-Pedestrian Volume
- 5-School Crossing
- 6-Coordinated Signal System
- 7-Crash Experience
- 8-Roadway Network
- 9-Intersection Near a Grade Crossing

Accident summary – Cheryl Street 3800 South

- Ten crashes in four years
- Seven of the Ten crashes could be corrected with a traffic signal
- Crash warrant requires five correctible accidents in one year period

Crash Date	Year	Correctible with Signal?	Manner of Collision
2/8/19	2019	Correctible	Head On (front-to-front)
8/3/19	2019	Correctible	Sideswipe Same Direction
12/1/19	2019	Rear End Collision	Front to Rear
12/1/21	2021	Outlier incident	Angle
12/18/21	2021	Correctible	Angle
12/10/21	2021	Sideswipe into Costco	Angle
1/27/22	2022	Correctible	Angle
6/26/22	2022	Correctible	Angle
5/13/22	2022	Correctible	Angle
9/26/22	2022	Correctible	Angle

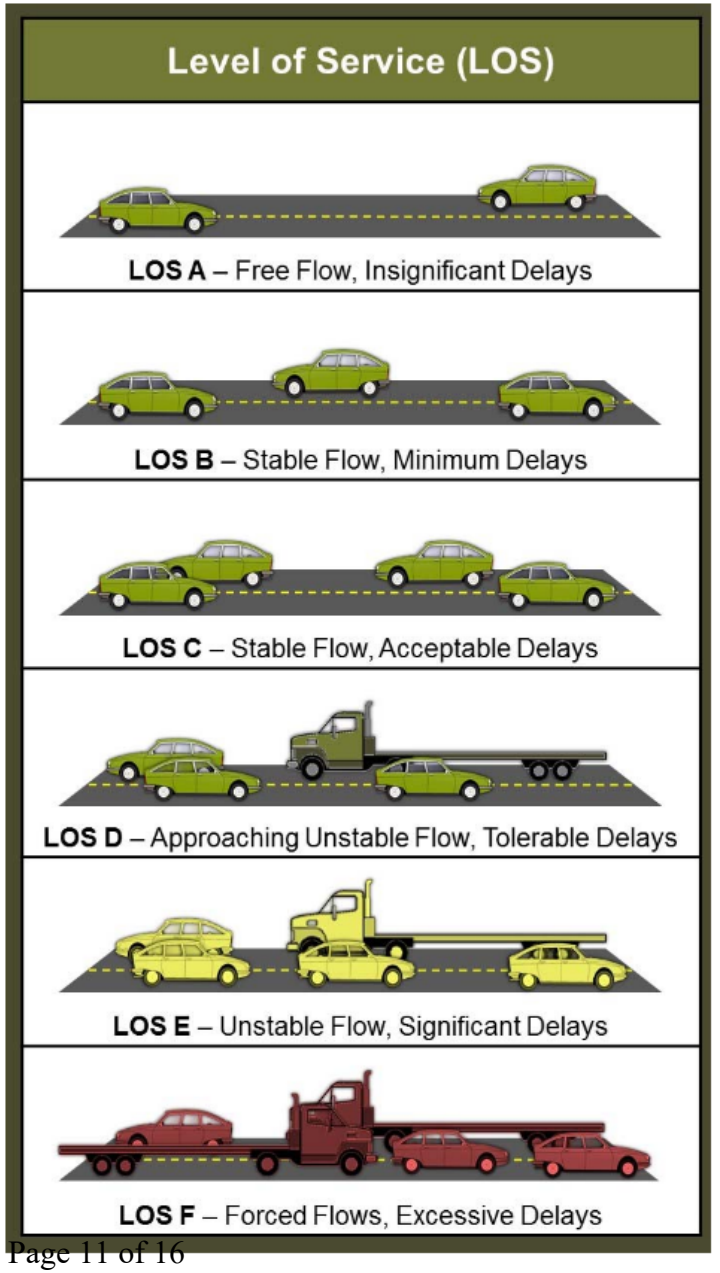
Apartment Traffic Study Overview

TABLE ES-1
LOS Analysis - Evening Peak Hour
West Valley - Valley Fair Apartments TS

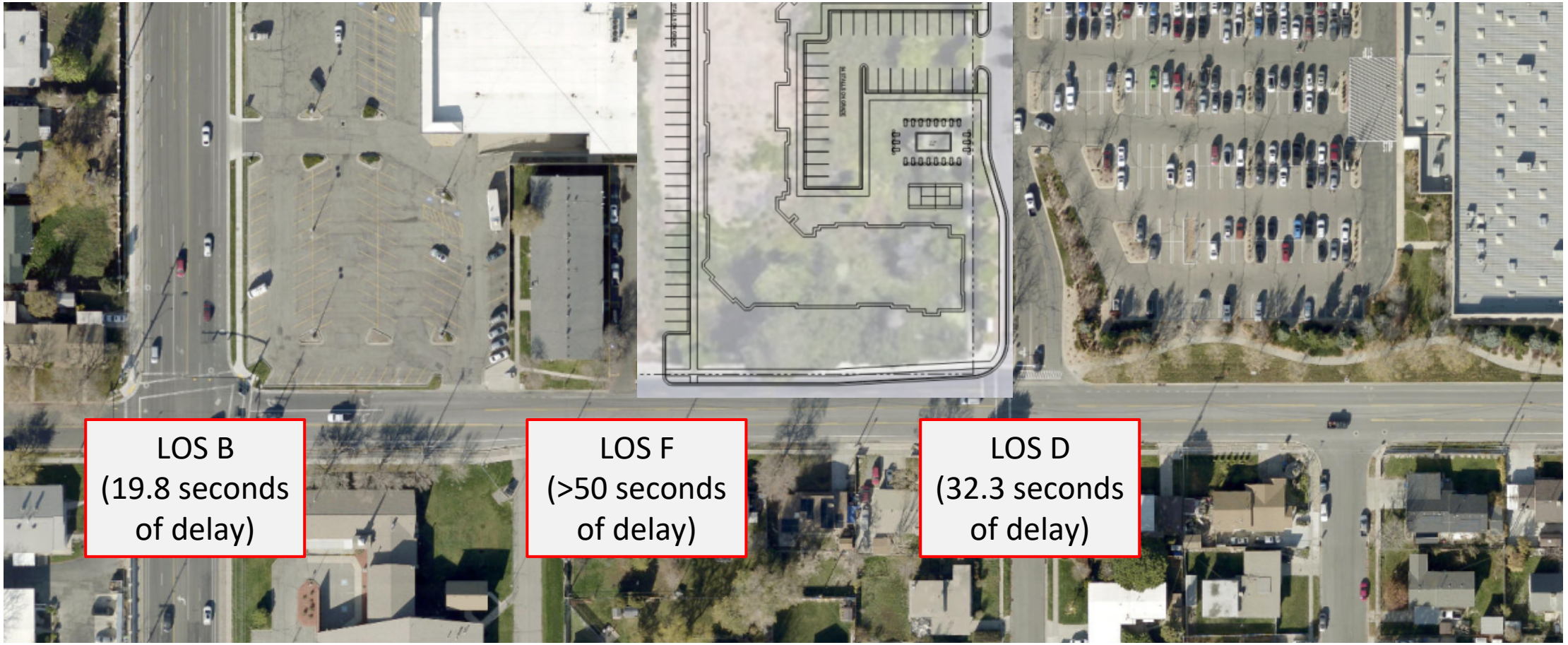
Intersection	Level of Service (Sec/Veh)[1]	
	Existing (2019) Plus Project	Mitigated Existing (2019) Plus Project
3800 South / 2700 West	B (19.8)	C (21.3)
Costco Access & Cheryl Street / 3800 South	D (32.3) / SB	C (24.3) / SB
South Access / 3800 South	F (>50) / SB	C (18.2) / SB

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections.

Source: Hales Engineering, May 2019

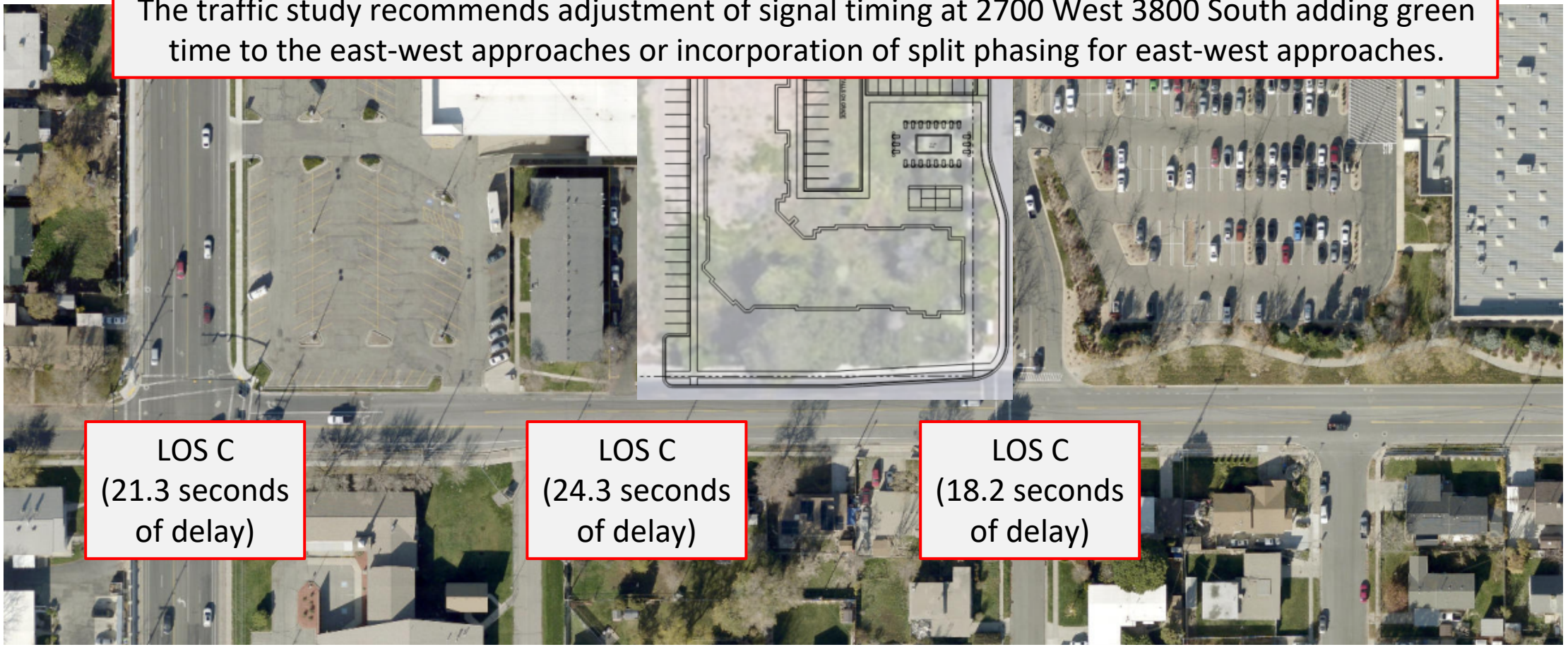


Traffic Study – Level of Service After Project



Traffic Study – Mitigation Recommendation

The traffic study recommends adjustment of signal timing at 2700 West 3800 South adding green time to the east-west approaches or incorporation of split phasing for east-west approaches.

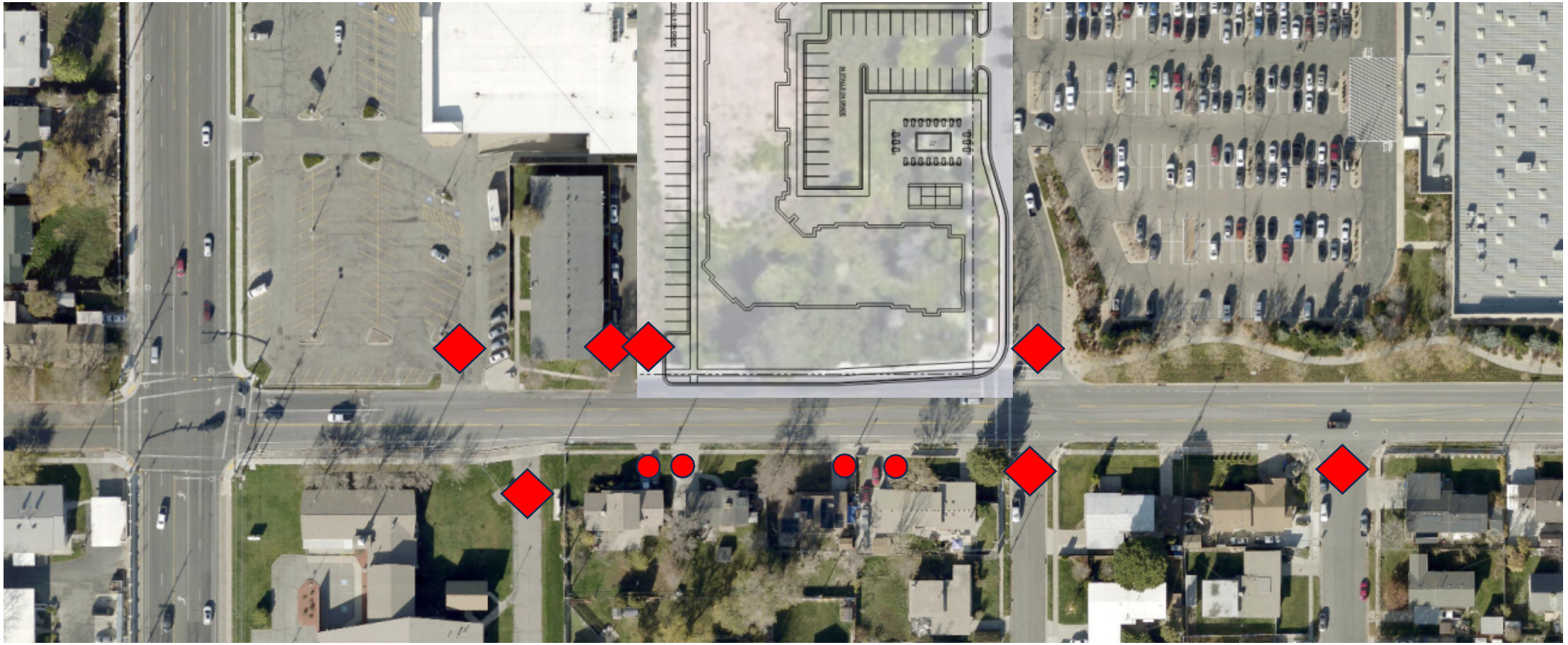


LOS C (21.3 seconds of delay)

LOS C (24.3 seconds of delay)

LOS C (18.2 seconds of delay)

Existing Driveways and Access Points on 3800 South



Median Curb Option

- Medians could be used to prevent certain movements
- Configurations could vary to restrict certain movements
- Every restriction has consequences (traffic rerouted/U-turns elsewhere)
- Homes on south side of 3800 South impacted by restrictions



Recommendations

- Traffic signal not recommended at Cheryl Street
- Implement signal timing changes recommended in traffic study
- Wait to see how the development impacts traffic in the area before building any physical turning movement restrictions.

August 31, 2023

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

September 2023

September 5, 2023 *Tuesday*	Primary Election Day
September 7, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 7, 2023 *Thursday*	Gallery Exhibit: Weavers Guild Opens, 6 PM; UCCC, 1355 W 3100 S
September 7, 2023 *Thursday*	Gallery Exhibit: Surface Design Group Opens, 6 PM; UCCC, 1355 W 3100 S
September 7, 2023 *Thursday*	The Offspring, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 9, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
September 12, 2023 *Tuesday*	Let There Be Lights, 8-9:30 PM; WVCFFC, 5415 W 3100 S

September 13, 2023 *Wednesday*	ARTrageous Greek Theater Performance, 10 AM; UCCC, 1355 W 3100 S
September 13, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
September 14, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 14, 2023 *Thursday*	Youth City Council reading of the Bills of Rights, 6:30 PM; West Valley City Hall, 3600 S Constitution Blvd.
September 16, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
September 16, 2023 *Saturday*	Hot Wheels Monster Truck Live Glow Party, 12:30 PM & 7:30 PM; Maverik Center 3200 Decker Lake Dr
September 17, 2023 *Sunday*	Hot Wheels Monster Truck Glow Party, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
September 19, 2023 *Tuesday*	Country Meadows Playground Ribbon Cutting, 3:30 PM; 4175 W 3980 S
September 20, 2023 *Wednesday*	Watch Wednesday – Community Preservation, 6:30-7:30 PM, Community Preservation Building, 4522 W 3500 S
September 21, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 22, 2023 *Friday*	Counting Crows, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023 *Saturday*	Limitless Arena, 8 AM; Maverik Center, 3200 Decker Lake Dr
September 23, 2023 *Saturday*	Sting, 8 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023	MyHometown Day of Service Granger, 8 AM – 12 PM;

Saturday	Various Location in Granger
September 25, 2023 *Monday*	The Children's Center Utah Ribbon Cutting Ceremony, 10 AM to Noon; 3725 W 4100 S
September 26, 2023 *Tuesday*	Bike Park Ribbon Cutting, 3:30 PM; 5405 W 3100 S
September 27, 2023 *Wednesday*	Herriman City Community Partners Luncheon (Invitation Only), 11 AM to 1:30 PM; Herriman City Hall, 5355 W Herriman Main Street
September 28, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 30, 2023 *Saturday*	Avenged Sevenfold, 6:30 PM; USANA, 5150 Upper Ridge Rd

October 2023

October 3, 2023 *Tuesday*	Godsmack, 7 PM; Maverik Center, 3200 Decker Lake Dr
October 5-30, 2023	Sleepy Hollow; West Valley City Performing Arts Center, 3333 Decker Lake Dr
October 5, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
October 7, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
October 7, 2023 *Saturday*	All Elite Wrestling, 5:30 PM; Maverik Center, 3200 Decker Lake Dr
October 10, 2023 *Tuesday*	Billy Strings, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
October 11, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice

October 11, 2023 *Wednesday*	Rumours of Fleetwood Mac, 8 PM; Maverik Center, 3200 Decker Lake Dr.
October 14, 2023 *Saturday*	Zac Brown Band, 7 PM; USANA, 5150 Upper Ridge Rd
October 14, 2023 *Saturday*	Ryan Adams w/ The Cardinals, 7:30 PM; Maverik Center, 3200 Decker Lake Dr.
October 17, 2023 *Tuesday*	Shinedown, 6:50 PM; USANA, 5150 Upper Ridge Rd
October 20, 2023 *Friday*	Hozier: Unreal Unearth Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 21, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
October 21, 2023 *Saturday*	MyHometown (ALL) Family Night at Grizzlies, 7:10 PM; Maverik Center, 3200 Decker Lake Dr
October 24, 2023 *Tuesday*	Nirto Circus 20th Anniversary Tour, 7 PM; Maverik Center, 3200 Decker Lake Dr
October 28, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
October 31, 2023 *Tuesday*	Skillet & Theory of a Deadman, 7 PM; Maverik Center, 3200 Decker Lake Dr

November 2023

November 3, 2023 *Friday*	Juan Luis Guerra, 8 PM; Maverik Center, 3200 Decker Lake Dr
November 4, 2023 *Saturday*	Jonas Brothers, 7 PM; Maverik Center, 3200 Decker Lake Dr
November 8, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice

November 14, 2023 *Tuesday*	My Hometown Central Granger Piano Recitals, Time TBD; Central Granger CRC, 2850 W 3835 S
November 15, 2023 *Wednesday*	Watch Wednesday – CPTED Holiday Safety Tips, 6:30-7:30 PM, Family Fitness Center, 5415 W 3100 S
November 18, 2023 *Saturday*	C&B Committee City Hall Lobby Decorating, 8 AM – 12 PM; 3600 S Constitution Blvd
November 18, 2023 *Saturday*	Survivors of Suicide Loss Event, 2-4 PM; UCCC, 1355 W 3100 S
November 19, 2023 *Sunday*	MyHometown (ALL) Adult Education Fair, 6-8 PM; LDS Building at 3901 West 2925 South
November 21, 2023 *Tuesday*	General Election Day
November 23, 2023 *Thursday*	Thanksgiving/City Office's Closed
November 30, 2023 *Thursday*	for King + Country, a Drummer Boy Christmas, 7 PM; Maverik Center, 3200 Decker Lake Dr

December 2023

December 17-21, 2023 *Sunday - Thursday*	Giving Tree Week
December 25, 2023 *Monday*	Christmas Day/City Office's Closed