



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, February 27, 2024, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. February 20, 2024
4. Review Agenda for Regular Meeting of February 27, 2024
 - A. Regular Meeting Agenda
5. Resolutions:
 - A. 24-37: Appoint Ifo Pili as City Manager
 - B. 24-38: Approve an Urban and Community Forestry Subaward Agreement With the Utah Division of Forestry, Fire, and State Lands

• 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.

C. 24-39: Award a Contract to Horticultural Group, Inc for Tree Removal Services

6. Consent Agenda Scheduled for March 5, 2024

A. Reso 24-40: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Michael Chamberlain and Reed Sequoia Debus-Villasenor for Property Located at 3069 West 3650 South

B. Reso 24-41: Accept Two Storm Drainage Easements from JFRG CCI LLC for Property Located at 2345 South CCI Way

7. Communications:

A. USU Well-Being Survey (10 min)

B. Legislative Update (5 min)

C. Community Development Fee Schedule (10 min)

D. Development Agreement Discussion (10 min)

E. General Plan Update- 3500 South- West (15 min)

F. Council Calendar

8. New Business:

A. Potential Future Agenda Items

B. Council Reports

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 20, 2024

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THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, FEBRUARY 20, 2024 AT 4:31 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

John Flores, Interim Assistant City Manager / HR Director
Nichole Camac, City Recorder
Eric Bunderson, City Attorney (*electronically*)
Colleen Jacobs, Police Chief
John Evans, Interim City Manager/ Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Mark Nord, RDA Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD FEBRUARY 6, 2024

The Council considered the Minutes of the Study Meeting held February 6, 2024. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Study Meeting held February 6, 2024. Councilmember Harmon seconded the motion.

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

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REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF FEBRUARY 20, 2024

John Flores, Interim Assistant City Manager, noted that a map for the Wetland Park was added to Resolution 24-24 as requested by the Council.

John Flores, Interim Assistant City Manager, explained that the Council had mentioned additional questions related to SV-1-2023. Councilmember Harmon asked how much it would cost to remove existing infrastructure. Dan Johnson, Public Works, replied approximately \$40,000 to \$50,000. Councilmember Harmon asked if a chain link fence would be installed. Steve replied yes. Councilmember Fitisemanu asked if the City could vacate the road but not remove the improvements. Steve Lehman, CED, replied that there are many reasons this would not be recommended, particularly the burden of snow removal/maintenance. Councilmember Whetstone asked if the school would want an access point into the neighborhood. Steve replied initially that this was their request, but they are far enough along in the infrastructure process that it is unlikely to change anything now.

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

PUBLIC HEARINGS SCHEDULED FOR FEBRUARY 27, 2024

- A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-8-2023, FILED BY LIEU TRAN, REQUESTING A GENERAL PLAN CHANGE FROM PARKS AND OPEN SPACE EXISTING TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 20, 2024, in order for the City Council to hear and consider public comments regarding application GPZ-8-2023, Filed by Lieu Tran, Requesting a General Plan Change from Parks and Open Space Existing to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 7007 West Apaloosa Drive.

Proposed Ordinance 23-35 and 23-36 and Resolution 24-31 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-35, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM PARKS AND OPEN SPACE

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EXISTING TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE

Steve Pastorik, CED Director, discussed proposed Ordinance 23-35 that would amend the General Plan to Show a Change of Land Use from Parks and Open Space Existing to Light Manufacturing for Property Located at 7007 West Apaloosa Drive

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

The intended development for this property is 83,000 square feet of warehouse space and 4,000 square feet of office. The applicant's original proposal included self-storage and industrial flex space. However, after Magna Water expressed concerns about these uses, the applicant modified the proposal. Access would be gained primarily from Beagley Road by crossing the Riter Canal. Apaloosa Drive would provide secondary access.

The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- The Magna Water property to the south and east includes wells and a water treatment facility. These uses will likely remain in perpetuity with no chance of having connecting roads to the subject parcel.
- The Western Mobile Estates mobile home park to the west has only one access, Apaloosa Drive, to 7200 West. Given that there are already 144 mobile homes with only one access, additional homes on the subject parcel would not be allowed without another access.
- There are large, distribution warehouses that are part of the ARA Industrial Park on the north side of Beagley Road.

ACTION: ORDINANCE NO. 23-36, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7007 WEST APALOOSA DRIVE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)

Steve Pastorik, CED Director, discussed proposed Ordinance 23-36 that would amend the Zoning Map to Show a Change of Zone for Property Located at 7007 West Apaloosa Drive from A-1 (Agriculture, Minimum Lot Size 1 acre) to M

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(Manufacturing).

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

The intended development for this property is 83,000 square feet of warehouse space and 4,000 square feet of office. The applicant's original proposal included self-storage and industrial flex space. However, after Magna Water expressed concerns about these uses, the applicant modified the proposal. Access would be gained primarily from Beagley Road by crossing the Riter Canal. Apaloosa Drive would provide secondary access.

The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- The Magna Water property to the south and east includes wells and a water treatment facility. These uses will likely remain in perpetuity with no chance of having connecting roads to the subject parcel.
- The Western Mobile Estates mobile home park to the west has only one access, Apaloosa Drive, to 7200 West. Given that there are already 144 mobile homes with only one access, additional homes on the subject parcel would not be allowed without another access.
- There are large, distribution warehouses that are part of the ARA Industrial Park on the north side of Beagley Road.

ACTION: RESOLUTION NO. 24-31, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 7007 SERIES OF CHINITA, LLC FOR APPROXIMATELY 5.91 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7007 WEST APALOOSA DRIVE

Steve Pastorik, CED Director, discussed proposed Resolution 24-31 that would authorize the City to Enter Into a Development Agreement With 7007 Series of Chinita, LLC for Approximately 5.91 Acres of Property Located at Approximately 7007 West Apaloosa Drive

Written documentation previously provided to the City Council included

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information as follows:

Lieu Tran has submitted a General Plan/zone change application (GPZ-8-2023) on 5.91 acres to change the General Plan from Parks and Open Space Existing to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) to M (Manufacturing).

Magna Water District expressed concerns about the proposal given its proximity to their wells and water treatment plant. In response to Magna Water's concerns, the applicant submitted a modified proposal for warehousing with a development agreement proposal to limit the allowed uses on the property. After reviewing the applicant's modified proposal, Trevor Andra with Magna Water provided a letter to the applicant, which is attached, wherein he states: "While we still do have concerns over the potential contaminants and site security, they have been reduced. MWD supports the proposed exclusions and the potential future development of the property."

The proposed development agreement incorporates the prohibited uses that the applicant proposed and Magna Water reviewed.

Mayor Lang asked if auto repair of any type is precluded. Steve replied no.

The City Council will consider Ordinance 23-35, Ordinance 23-36, and Resolution 24-31 at the Regular Council Meeting scheduled February 27, 2024 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR FEBRUARY 27, 2024

A. RESOLUTION 24-32: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM FANNY LUZMILA CHAVEZ FOR PROPERTY LOCATED AT 3132 WEST LANCER WAY

John Flores, Interim Assistant City Manager, discussed proposed Resolution 24-32 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Fanny Luzmila Chavez for Property Located at 3132 West Lancer Way.

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

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The Fanny Luzmila Chavez parcel located at 3132 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$45,200.00 and based upon an appraisal report estimate prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$3,060.04.

B. RESOLUTION 24-33: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ANDRES CONDOR, CARMEN GAMARRA, AND IRMA CARHAUS FOR PROPERTY LOCATED AT 3141 WEST LANCER WAY

John Flores, Interim Assistant City Manager, discussed proposed Resolution 24-33 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Andres Condor, Carmen Gamarra, and Irma Carhaus for Property Located at 3141 West Lancer Way

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

The Andres A. Condor, Carmen M. Gamarra and Irma Carhaus parcel located at 3141 W. Lancer Way is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$12,200.00 and was based upon an appraisal report estimate prepared by Integra Realty Resources.

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The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$825.94.

C. RESOLUTION 24-34: AUTHORIZE THE CITY TO ACCEPT A WARRANTY DEED AND A STORM DRAIN EASEMENT FROM WEST VALLEY SCHOOL DEVELOPMENT II, LLC FOR PROPERTY LOCATED AT 4590 SOUTH 5600 WEST

John Flores, Interim Assistant City Manager, discussed proposed Resolution 24-34 that would authorize the City to Accept a Warranty Deed and a Storm Drain Easement from West Valley School Development II, LLC for Property Located at 4590 South 5600 West.

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

The West Valley School Development II, LLC property located at 4590 South 5600 West is the site of the proposed Wallace Stegner Academy – South Campus. As a condition of approval, UDOT is requiring an additional one foot of right-of-way width be conveyed to West Valley City in order to have one foot of right-of-way behind the new sidewalk on 5600 West. In addition, an existing storm drain line and easement crosses the property from the UDOT property southwest of the railroad tracks to 5600 West and needs to be relocated for the construction of the charter school.

D. RESOLUTION 24-35: ACCEPT A STORM DRAIN EASEMENT FROM LLORET LEASING, LLC FOR PROPERTY LOCATED AT 4629 WEST 3500 SOUTH

John Flores, Interim Assistant City Manager, discussed proposed Resolution 24-35 that would accept a Storm Drain Easement from Lloret Leasing, LLC for Property Located at 4629 West 3500 South

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

The Lloret Leasing, LLC property located at 4629 West 3500 South is Lot 2 of the recently recorded Lloret Leasing LLC Subdivision. After approval of the subdivision plat, it was discovered that an existing West Valley City Storm Drain runs through Lot 2. The owner of Lot 2 agreed to convey a Storm Drain Easement to the city to allow for continued maintenance of the storm drain line.

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E. **RESOLUTION 24-36: ACCEPT A STORM WATER EASEMENT FROM FASTENAL COMPANY FOR PROPERTY LOCATED AT 7930 WEST 4100 SOUTH**

John Flores, Interim Assistant City Manager, discussed proposed Resolution 24-36 that would Accept a Storm Water Easement from Fastenal Company for Property Located at 7930 West 4100 South

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

The West Valley School Development II, LLC property located at 7930 West 4100 South is the site of the proposed Fastenal building site in Magna Metro Township. The boundary between West Valley City and Magna Metro Township is located 33 feet north of the section line/centerline of 4100 South. The required 4100 South curb and gutter will be located in West Valley City, while the required sidewalk will be located in Magna Metro Township. Due to the absence of a storm drain system in the area, storm water from the north half of 4100 South will need to be retained on the Fastenal site. A Storm Water Easement was required to take West Valley City storm water.

The City Council will consider Resolutions 24-32 through 24-36 on the Consent Agenda at the Regular Council Meeting scheduled February 20, 2024 at 6:30 P.M

COMMUNICATIONS

A. **LEGISLATIVE UPDATE**

Mayor Lang noted that Lincoln Shurtz was unavailable to attend but the legislative tracker has been updated.

The Mayor and Council had no further questions or concerns.

B. **OLYMPIC CAULDRON UPDATE**

Andy Carroll, RDA, stated that the Council had requested information on cost related to the City obtaining the Olympic Hero Cauldron. Mr. Carroll stated that the approximate cost would be around \$300,000 and staff would need to put together a presentation to the Utah Legacy Foundation that would outline the City's plan for its acquisition and use. He noted that a proposal wouldn't be entertained until after the 2034 Olympic Games had been decided. Andy also indicated that the City would need explicit permission on when the cauldron could be lit. Mayor Lang asked if it would be built on the ground. Andy replied on a concrete foundation with a gas line. Councilmember Fitisemanu asked if there is any cost sharing

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options available. Andy replied no. The Council agreed to discuss further during the Strategic Planning Meeting.

The Mayor and Council had no further questions or concerns.

C. UTILITIES/TEXT TO PAY

John Flores, Interim Assistant City Manager, stated that Mayor Lang had inquired about the new text to pay program offered to residents for utility payments. He noted that payments could be made from either a bank account or credit card.

The Mayor and Council had no further questions or concerns.

D. STRATEGIC PLAN PRESENTATION- POLICE DEPARTMENT

Colleen Jacobs, Police Chief, provided a presentation summarized as follows:

- **218 Sworn**
- **49 Civilian**
- **Total 267 Employees**
-
- Approximately **110,478** calls for service 2023
-
- **\$38.8 Budget**
- \$35.7 million is Salary and Benefits
- \$3.1 million Operating Budget
-

Top 3 Budget Expenses

- 1) \$1.5 million Overtime
- 2) Over \$600,000 Software
- 3) \$500,000 Fuel

Top 4 Budgetary Needs

- 1) Market, Merit and Promotional Increases
- 2) Overtime Budget
- 3) Software
- 4) Handguns

5 Year Budget Needs

- 1) Market, Merit and Promotional Increases
- 2) Software/Technology

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- 3) Increase Staffing
- 4) Ongoing Safety Equipment

Planning for Future Changes

- 1) Increase Staffing
- 2) Firearms Training Center
- 3) Emerging Technology
- 4) Succession Planning

Councilmember Christensen asked if there is a national standard of police officer employee based on population. Chief Jacobs replied that the number depends largely on the community and its particular need but there is a “suggested” standard that she could provide. Mayor Lang asked how many employees would be needed to bring the Police Department into an ideal standard for the time being. Chief Jacobs replied 8-12.

The Mayor and Council had no further questions or concerns.

E. STRATEGIC PLAN PRESENTATION- FIRE DEPARTMENT AND EMERGENCY SERVICES

John Evans, Fire Chief, presented PowerPoint presentations summarized as follows:

- Fire Department
 - o Immediate Needs
 - Pay increases as outlined by human resources. Allow to keep staffing we have.
 - Hiring 3 additional firefighters to cover vacation and sick leave. We need to keep minimum staffing or shut down units.
 - Hire an additional Fire Inspector. We have not replaced this position since we had budget cuts in 2015.
 - Increase in operational equipment and protective gear.
 - o Future planning needs
 - Staffing two companies out of Station 72. This was the original design and concept. 15 FTE to staff.
 - Fleet replacement program for large fire apparatus.
 - Replacement of Station 75 (1950 W. 3650 S.)
 - Construct a new training facility for the classrooms and live burning.

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○ Plans and Goals

- Keep up with the continual changes in the medical field and be on cutting edge.
- Maintain the current minimum staffing levels.
- Work towards improving the minimum response standards which will reduce our ISO rating to a class 1.

Mayor Lang asked if there is a plan for emergency service access at 4700 South and Bangerter Highway during construction. Chief Evans replied that the City is actively working with Unified Fire to ensure the quickest response. Councilmember Whetstone asked if company 75 could join with 72. Chief Evans replied that they are too far apart for adequate coverage. Councilmember Fitisemanu asked if the department needs any additional resources to reduce the ISO level to 1. Chief Evans replied staffing and training is the most important tool in achieving this level.

Eric Bunderson, City Attorney, presented PowerPoint presentations summarized as follows:

- Emergency Management

○ Immediate Needs

- Provide a yearly budget for the department.
- Full time employee for administration of Emergency Management and CERT planning and training.
- Emergency Management storage facility for all equipment.
- Funding for our portion of the federal grant for the mobile EOC.

○ Future Needs

- Continual yearly funding.
- Participation at all levels in Emergency Planning.

○ Plans and Goals

- Will need to update all plans and annexes during the year.
- Provide by-monthly exercises for all staff.
- Increase Public Education in disaster response.

Mayor Lang asked if a new firefighter would be hired in place of the Legal employee overseeing CERT. Eric replied yes.

The Mayor and Council had no further comments or questions.

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F. GENERAL PLAN UPDATE- COUNCIL REQUESTED INFORMATION

Steve Pastorik, CED Director, provided information requested by the Council including a summary of 2022 Police calls for service for apartment complexes and housing types as well as grocery store locations within the City.

Councilmember Fitisemanu asked what ability the City has to mitigate poor property management for multifamily projects. Steve replied that the City now includes management standards in development agreements. what kind of ability do we have to mitigate poor management.

G. GENERAL PLAN UPDATE- REDWOOD ROAD- NORTH

Steve Pastorik, CED Director, provided a presentation summarized as follows:

- Redevelopment Findings: Area 2
 - o Townhomes were seen as the most viable option for many of Area 2's smaller or narrow sites. Multifamily was seen as an option only for one of the larger six-acre sites near the Redwood Junction light rail station. Alternately, this site represents one of the few industrial infill opportunities envisioned throughout the study areas (as seen in Option A)- which would be in line with this areas's more industrial character, particularly towards 2100 South
 - Map of Option A
 - Map of Option B
- 3360 S Redwood Road- 3.5 acres
 - o Zoning: C-3
 - o Option A: 9,252 SF of commercial, 34 townhomes
 - o Option B: 42 townhomes
 - o Current uses: dance hall and restaurant

Mayor Lang clarified that these are not current proposals but goals for the future. Steve replied yes. Councilmember Huynh indicated that he would prefer Option A due to traffic in this vicinity. Councilmember Nordfelt stated that commercial doesn't necessarily mean less traffic. Mayor Lang stated that she likes the idea of Option A so there is a buffer from Redwood Road. Councilmember Nordfelt agreed. Councilmember Harmon stated that he believes there needs to be more of a buffer than what is proposed in Option A.

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- 3521 S Redwood Road- 4.8 Acres
 - o Zoning: C-2, R-1-10, R-1-12
 - o Option A: 20,613 SF of commercial, 38 townhomes
 - o Option B: 57 townhomes
 - o Current uses: fast food restaurant, auto repair, homes, vacant

Councilmember Harmon stated he would be concerned with residential right on Redwood Road. He indicated he would prefer Option A. Mayor Lang agreed but noted she would like to see single family homes on Lester instead of townhomes. Councilmember Huynh agreed.

- 3210 S Redwood Road- 5.9 acres
 - o Zoning: C-2
 - o Option A: 76,578 SF of commercial
 - o Option B: 70 townhomes
 - o Current uses: manufactured home sales, safety equipment provider

Mayor Lang stated she would prefer Option A. Councilmember Huynh agreed. Councilmember Harmon stated he wouldn't be opposed to some residential on the south of the property.

- 2296 S Redwood Road- 2.5 acres
 - o Zoning: A
 - o Option A: 5,793 SF of commercial, 26 townhomes
 - o Option B: 32 townhomes
 - o Current uses: home

Councilmember Nordfelt verified the location of TRAX line. Councilmember Huynh expressed concern about residential being next to powerlines. After discussion, the Council was okay with either option.

- 2942 S Redwood Road- 2.1 acres
 - o Zoning: C-2
 - o Option A: 4,661 SF of commercial, 21 townhomes
 - o Option B: 26 townhomes
 - o Current uses: vacant

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Mayor Lang stated that she would like to see an industrial/commercial type development as recommended by the Planning Commission.

- 2789 S Redwood Road- 1.2 acres
 - o Zoning: C-2, R-1-6
 - o Option A: 7,710 SF of commercial, 3 single family homes
 - o Option B: 3 single family homes, 8 townhomes
 - o Current uses: vacant

After brief discussion, the Council agreed with commercial.

- 2770 S Redwood Road- 6.0 acres
 - o Zoning: M
 - o Option A: 15,655 SF of commercial, 104,340 SF of industrial
 - o Option B: 7,828 SF of commercial, 29 townhomes, 120 apts./condos
 - o Current uses: industrial condos and office condos

The Council agreed with more of an industrial use.

- 2521 S Redwood Road- 1.5 acres
 - o Zoning: C-2, R-1-6
 - o Option A: 15,791 SF of commercial
 - o Option B: 8,930 SF of commercial, 8 townhomes
 - o Current uses: homes

Mayor Lang and Councilmember Christensen indicated that they would prefer Option A.

- 2331 S Redwood Road- 1.5 acres
 - o Zoning: A
 - o Option A: 4,084 SF of commercial, 14 townhomes
 - o Option B: 18 townhomes
 - o Current uses: homes
- Map of Redwood Road- North Commercial Land Uses
- Map of Redwood Road- North Parks and Open Space

After discussion, the Council was comfortable with either option.

H. COUNCIL CALENDAR

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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

N/A

B. COUNCIL REPORTS

COUNCILMEMBER NORDFELT- AUDIT REVIEW COMMITTEE

Councilmember Nordfelt stated that the Audit Committee met. He indicated that the City received flying colors and obtained a very clean audit with no findings. He encouraged the Council to review the document in his box in the Council office. Councilmember Nordfelt commended staff on their efforts and careful controls.

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 FEBRUARY 20, 2024 WAS ADJOURNED AT 6:13 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, February 20, 2024.

Nichole Camac, CMC
City Recorder



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, February 27, 2024, 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 Will Whetstone
4. Special Recognitions
5. Approval of Minutes:

A. February 20, 2024

6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once 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

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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

7. Public Hearings:

- A. Application GPZ-8-2023, Filed by Lieu Tran, Requesting a General Plan Change from Parks and Open Space Existing to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 7007 West Apaloosa Drive

Action: Consider Ordinance 23-35, Amend the General Plan to Show a Change of Land Use from Parks and Open Space Existing to Light Manufacturing for Property Located at 7007 West Apaloosa Drive

Action: Consider Ordinance 23-36, Amend the Zoning Map to Show a Change of Zone for Property Located at 7007 West Apaloosa Drive from A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing)

Action: Consider Resolution 24-31. Authorize the City to Enter Into a Development Agreement With 7007 Series of Chinita, LLC for Approximately 5.91 Acres of Property Located at Approximately 7007 West Apaloosa Drive

8. Consent Agenda:

- A. Reso 24-32: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Fanny Luzmila Chavez for Property Located at 3132 West Lancer Way

- B. Reso 24-33: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From Andres Condor, Carmen Gamarra, and Irma Carhaus for Property Located at 3141 West Lancer Way

- C. Reso 24-34: Authorize the City to Accept a Warranty Deed and a Storm Drain Easement from West Valley School Development II, LLC for Property Located at 4590 South 5600 West

- D. Reso 24-35: Accept a Storm Drain Easement from Lloret Leasing, LLC for Property Located at 4629 West 3500 South

- E. Reso 24-36: Accept a Storm Water Easement from Fastenal Company for Property Located at 7930 West 4100 South

- 9. Motion for Closed Session (if necessary)

- 10. Adjourn

Item: _____

Fiscal Impact: ___ N/A ___

Funding Source ___ N/A ___

Account#: ___ N/A ___

Budget Opening Required: ___ No ___

ISSUE:

Fill our City Manager vacancy with review and approval from City Council.

SYNOPSIS:

The interactive process to hire a new City Manager began in July 2023. After evaluating several highly professional public sector executive search firms, Affion Public was selected to support the recruitment effort in finding the best candidate for the position. City Council has interviewed multiple finalists and come to the decision to offer the job to and approve the appointment of Ifo Pili to the position of City Manager.

BACKGROUND:

Previous City Manager, Wayne Pyle, retired in January 2024. During his last six months, City Council participated in the interactive recruitment process to identify qualified candidates and fill his vacancy.

RECOMMENDATION: Approve the resolution.

SUBMITTED BY:

John Flores, Human Resource Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPOINTING IFO PILI AS CITY
MANAGER.**

WHEREAS, West Valley City operates under the council-manager form of government in accordance with Utah Code Section 10-3b-103; and

WHEREAS, following the retirement of the former City Manager, the City has conducted a search to identify a new City Manager; and

WHEREAS, following said search, the City Council has determined that Ifo Pili has the ability, integrity, and experience to merit appointment to the position of City Manager; and

WHEREAS, said appointment requires and has received a vote of two thirds of the members of the City Council, with all members present.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby appoints Ifo Pili as City Manager, effective April 8, 2024, and that the Mayor is authorized to execute the attached Employment Agreement for and on behalf of the City Council, conditioned on approval of the final form of said Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2024, 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 Ifo Pili (hereinafter referred to as "Pili").

WITNESSETH:

WHEREAS, pursuant to Utah Code Section 10-3b-103, the City operates under the council-manager form of government; and

WHEREAS, the City has appointed Pili to serve as City Manager; and

WHEREAS, the City and Pili desire to set forth the terms on which Pili shall be employed.

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

1. Compensation. Unless the City and Pili mutually agree to a different salary, Pili’s salary shall be \$305,000 per year.
2. Other Benefits.
 - a. Upon execution of this Agreement, Pili shall receive a one-time relocation incentive of \$40,000.
 - b. While employed as City Manager, Pili shall receive a monthly vehicle allowance of \$500.
 - c. While employed as City Manager, Pili shall be entitled to benefits available to other full-time employees.
3. Severance. If Pili is dismissed from employment and would be eligible for the six months’ severance pay provided by the former Section 10-3-1225, Pili shall receive an additional six months’ severance pay for a total of twelve months’ salary.
4. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

24-38: Subgrant Award

Item #:	
Fiscal Impact:	\$85,593.00
Funding Source:	Urban & Community Forestry Subaward
Account #:	
Budget Opening Required:	Yes

ISSUE:

Acceptance of grant award. Award amount = \$85,593.00.

SYNOPSIS:

West Valley Parks and Recreation applied for and received a grant for the removal of trees and the purchase of replacement trees on five different properties in West Valley City.

BACKGROUND:

The Park Maintenance Division of Parks and Recreation applied for and received a grant that is being administered by the Utah Division of Forestry, Fire and State Lands, in the amount of \$85,593.00. This money will be used to remove a number of diseased and unsafe trees located on five different properties: I-215 interchange at 3500 South, Hillsdale Park, Jordan River Trailhead Park, Peachwood Park, and West Valley City Park. The grant award also covers the purchase of replacement trees for the areas where the old trees will be removed.

RECOMMENDATION:

Staff recommends approving the award of the 2023 Urban and Community Forestry Subaward in the amount of \$85,593.00.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director
Jason Erikson, Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN URBAN AND COMMUNITY
FORESTRY SUBAWARD AGREEMENT WITH THE UTAH
DIVISION OF FORESTRY, FIRE, AND STATE LANDS.**

WHEREAS, the City wishes to remove and replace certain trees on City property; and

WHEREAS, the Utah Division of Forestry, Fire, and State Lands (“FFSL”) is willing to award a grant to the City to complete said project, conditioned upon the execution of an appropriate agreement; and

WHEREAS, the City and FFSL have prepared an Urban and Community Forestry Subaward Agreement (the “Agreement”), setting forth the terms upon which said grant shall be awarded; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

2023 Urban and Community Forestry Subaward Agreement West Valley City - West Valley Tree Hazard Reduction Project

This Subaward Agreement is accepted by West Valley City, hereinafter referred to as the 'Subrecipient', SAMS #QKQ9KAMFDS31, CAGE# 1X653 and represented by Darin Nerdin, Forestry Supervisor, 2729 S. 6750 W., West Valley City, UT 84128, telephone 801-509-1939, according to the following terms and conditions.

This Subaward, awarded and administered by the Utah Division of Forestry, Fire & State Lands (FFSL), Federal ID No. 87-6000545, SAMS# CCFZCKJ64E69, and is consistent with the policies, procedures and objectives of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. This Subaward is awarded under federal grant #23-DG-11046013-625, awarded on June 29, 2023, Inflation Reduction Act Grant from the United States Department of Agriculture – Forest Service (USFS) and Catalog of Federal Domestic Assistance (CFDA) number 10.664, "Cooperative Forestry Assistance." The funds provided by this award are not for R&D and an indirect rate is not applied to this funding.

SECTION 1, PURPOSE. The purpose of this Subaward is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Subrecipient for a Community Forestry Partnership Grant Project. Basis for this subaward is the UCF Program, which is administered through a partnership with the United States Department of Agriculture, Forest Service (USFS) and FFSL. The project proposal for this Subaward to the Subrecipient is attached hereto as Appendix A, and is incorporated herein by reference.

SECTION 2, TERM. This Subaward is effective on the date of last signature. The Subrecipient shall have until 5/21/2024, to complete the project and work described in Section 4, Project Scope. FFSL may, pursuant to Section 19, Agreement Extension, grant an extension for completion upon request and showing of good cause by the Subrecipient. Good cause is defined as external factors preventing the Subrecipient from completing the work, including but not limited to, inadequate staff, construction, hazard trees or other barriers on project site(s) and extensive and prolonged inoperable weather conditions. A request for extension must be submitted in writing no less than thirty (30) days prior to the termination date if an extension is to be considered by FFSL.

SECTION 3, FFSL's ROLE. FFSL is administering grant funds awarded by the USFS to ensure that the funds are used according to the intent and procedures of the Community Forestry Partnership Grant program. FFSL will monitor project expenditures to assure payment eligibility. FFSL assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities required by this Subaward. The Subrecipient may contact FFSL's liaison, Jeran Farley, at (801) 330-7976, jlfarley@utah.gov, 1594 W. North Temple, Suite 3520, PO Box 145703, Salt Lake City, Utah 84114 for guidance related to administration of the terms of this Subaward. All requests for information and assistance shall be submitted to the FFSL liaison or his designee.

SECTION 4, PROJECT SCOPE. The Subrecipient must use the proceeds provided pursuant to this Subaward to perform allowable activities under the Program. The key outcomes of the project are tree plantings, removals, maintenance, or community forestry development. The Project Proposal submitted by the Subrecipient, attached hereto as Appendix A, describes the project and activities to be performed by the Subrecipient.

SECTION 5, PROJECT BUDGET. This Subaward does not require a match, as it is for project work in a federally designated disadvantaged area.

Total payment for all purposes under this Subaward shall not exceed \$85593.

Subrecipient shall follow all applicable procurement procedures as required in Section 12, Compliance with Applicable Laws, and the applicable OMB Circular 2 CFR 20C 200.317 – 200.326.

SECTION 6, AVAILABILITY OF SUBAWARD FUNDS. The Subrecipient acknowledges and understands that Subaward funds become available based on federal awards to FFSL.

The commitment by FFSL to expend money is contingent upon FFSL receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability shall accrue to FFSL or its officials in the event such funds are not appropriated or allotted as authorized under this legislation. FFSL may, at its sole discretion, terminate or reduce the scope of this Subaward if available funding is reduced for any reason. FFSL will provide Subrecipient at least 30 days' notice if termination of this Subaward is determined to be necessary due to unavailability of funds. Until FFSL notifies

Subrecipient that obligated funds are unavailable, FFSL will continue to comply with the terms of this Subaward, including the disbursement of funds for eligible expenses incurred by Subrecipient up to the specified date and time of termination.

SECTION 7, BIDDING REQUIREMENTS. Upon acquiring products and/or services with funds awarded pursuant to this Subaward, Subrecipient must submit verification that a minimum of two (2) bids have been solicited for every contract or purchase issued by the Subrecipient over \$1,000 for which subaward funds will be disbursed. A telephone quote sheet, attached as Appendix B, may be used or any other form of bid verification designated by Subrecipient.

SECTION 8, DISBURSEMENTS. The Subrecipient shall submit claims for disbursement of Subaward funds to the FFSL liaison. Documentation of reimbursable costs incurred must be submitted with the disbursement requests. Documentation may include but is not limited to itemized receipts, vendor invoices, inspections certificates, financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, or other forms of proof of payment. FFSL will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. FFSL will verify the claims and check them against the Report required in Section 9 and the Project Budget guidelines provided in Section 5. FFSL will disburse Subaward funds to the Subrecipient only upon FFSL's review and approval of the documentation submitted by the Subrecipient. FFSL may withhold reimbursement for costs that are not allowed under this Subaward and may require Subrecipient to provide adequate documentation to substantiate the expenditures as allowable costs.

SECTION 9, REPORT. A Final Report that details the project status, results, accomplishments and financial status will be submitted to the FFSL liaison by the Subrecipient for approval upon project completion. Final disbursement of Subaward funds is contingent upon FFSL's receipt and approval of the report, final budget, and required receipts and expenditure documentation, however, partial reimbursement may be issued at appropriate intervals, with proper documentation (receipts, invoices, etc.)

The deadline for submitting the Project Report is 5/21/2024. Subrecipient understands that if the Project Report is not provided to FFSL by the deadline, that FFSL may elect to not make payment under the terms of this Subaward. Furthermore, failure by Subrecipient to provide the Project Report to the FFSL liaison as required herein may cause FFSL to terminate this Subaward.

FFSL shall, if necessary, provide the Subrecipient with further instructions regarding the required reporting format and other specific reporting requirements when such requirements are mandated by the Federal and/or State government(s). Any new reporting requirements will be provided in writing to Subrecipient and will be added to the terms of this Subaward via an amendment should Subrecipient and FFSL agree to those terms. The foregoing notwithstanding, Subrecipient must comply with the terms of any future reporting requirements that do not differ materially from those required by this Subaward.

SECTION 10, RECORDS AND AUDITS. The Subrecipient must maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to this Subaward for three (3) years after the later of either the final Subaward payment or the termination or expiration of this Subaward. DNR, FFSL, the Utah Legislative Auditors, or the Utah State Auditor's Office may, at any reasonable time, audit all records, reports, and other documents that the Subrecipient maintains under or during the course of this Subaward to ensure compliance with its terms and conditions.

SECTION 11, PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. FFSL or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Subaward, including the adequacy of records and accounts. The Subrecipient shall accommodate requests for FFSL access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 12, EMPLOYMENT STATUS AND WORKER'S COMPENSATION. FFSL is not an owner or general contractor for the project. FFSL does not control the work activities or worksite of the Subrecipient or any contractors that might be engaged by the Subrecipient for completion of the project. The Subrecipient is independent from and is not an employee, officer, or agent of FFSL. The Subrecipient, its employees and contractors, are not covered by FFSL's Workers' Compensation Insurance. The Subrecipient is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

SECTION 13, COMPLIANCE WITH APPLICABLE LAWS. The Subrecipient must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of Circular 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards* as adopted and supplemented by the USDA in 2 CFR part 400. These regulations are available online at the following website: www.ecfr.gov.

Subrecipient certifies that it will abide by all certifications and assurances set forth in Federal Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tier Covered Transactions," this form having been signed, attached hereto as Appendix G, and incorporated herein by reference. Per the terms of the federal award, the Subrecipient shall also require all second-tier subrecipients and contractors who will be paid with subaward funds to sign form AD-1048, and subrecipient shall keep completed forms on file.

All work performed under this Subaward must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Utah Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Subrecipient subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Subrecipient agrees that the hiring of persons to perform this Subaward will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Subaward. It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes. FFSL's signature on this Subaward does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which Subrecipient must apply with FFSL or any other government entity and submit to FFSL to fulfill the terms of this Subaward.

TRAFFICKING IN PERSONS. Subrecipients under this award and the Subrecipient's employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect: (2) Procure a commercial sex act during the period of time that the award is in effect: or (3) Use forced labor in performance of the award or subawards under the award.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISIOAL MATERIAL. The Subrecipient shall include the following statement, in full, in any printed audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

SECTION 14, AGENCY RECOGNITION REQUIREMENTS.

Use of Agency Insignia. Subrecipient shall request in writing permission from the USFS and receive written permission from the USFS before using the USFS insignia on any published media, such as a webpage, printed publication, or audiovisual production. Subrecipient shall request in writing and receive written permission from FFSL before using the FFSL insignia on any published media, such as a webpage, printed publication, or audiovisual production.

Public Notices. Subrecipient is encouraged to give public notice of the receipt of this subaward of federal grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The funding for this project is derived in full or in part from a federal award of the U.S. Forest Service, Department of Agriculture, subawarded by the Utah Division of Forestry, Fire and State Lands."

Acknowledgement in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge USFS and FFSL support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this subaward of USFS grant funds. Follow direction in USDA Supplemental 2 CFR 415.2.

Acknowledgement Signage. Subrecipient will be required to provide signage, detailing the use of Federal Inflation Reduction Act Funds for this grant project, use the official description and logo provided by the USFS, and meet its approval.

SECTION 15, COPYRIGHTING AND GOVERNMENT RIGHT TO USE. Subrecipient is granted sole and exclusive right to copyright any publications developed as a result of this award. The State of Utah and the USFS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. This provision includes any right of copyright to which Subrecipient purchases ownership with any federal contributions. No original text or graphics produced by the State of Utah or the USFS shall be copyrighted.

SECTION 16, FAILURE TO COMPLY. If the Subrecipient fails to comply with the terms and conditions of this Subaward, FFSL may terminate this Subaward and refuse additional disbursements of subaward funds and take legal action to recover disbursed subaward funds. Such termination will become a consideration in FFSL's evaluation of future applications for subawards.

SECTION 17, ASSIGNMENT AND AMENDMENT. The Subrecipient may not assign or transfer any portion of this Subaward without FFSL's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Subaward. This Subaward may be terminated by the mutual written consent of both parties. If this Subaward is terminated, the Subrecipient may not submit claims for reimbursement for costs incurred beyond the mutually agreed to termination date.

SECTION 18, AGREEMENT EXTENSION. This Subaward may, upon mutual written agreement between the parties and according to its terms, be extended.

SECTION 19, INDEMNITY AND LIABILITY (HOLD HARMLESS/INDEMNIFICATION). Subrecipient agrees to be financially responsible for any audit exception or other financial loss to FFSL and the State of Utah which occurs due to the negligence, intentional acts, or failure by Subrecipient and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Subaward.

Subrecipient hereby agrees to defend, indemnify and hold harmless FFSL and the State of Utah and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Subaward or the results of this Subaward, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Subrecipient or any of its employees. This Subaward is not intended to relieve a liable party of financial or legal responsibility.

SECTION 20, INSURANCE REQUIREMENTS. **General Requirements:** The Subrecipient shall maintain for the duration of this Subaward, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Subrecipient, agents, employees, representatives, assigns, or contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

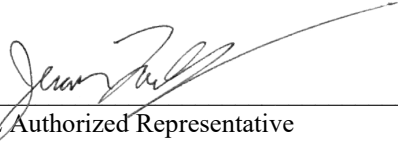
Specific Requirements for Commercial General Liability: The Subrecipient shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Subrecipient or its officers, agents, representatives, assigns or contractors.

This Subaward consists of pages 1 – 5, plus the following appendices:

- Appendix A (Community Forestry Partnership Grant Project Proposal)
- Appendix B (Telephone Quote Sheet)
- Appendix C (Final Report Form)
- Appendix D (Volunteer Log Sheet)
- Appendix E (Budget Calculation Form)
- Appendix F (W9 Form)
- Appendix G (Federal Form AD-1048)

The Subrecipient hereby accepts this Subaward according to the above terms and conditions.

12/06/2023
Date

By: 
FFSL Authorized Representative

Jeran Farley
Printed Name

Date

By:
Subrecipient or Subrecipient's Authorized Representative

Printed Name

Item #:	
Fiscal Impact:	\$59,625.18
Funding Source:	Urban and Community Forestry Subaward Grant
Account #:	
Budget Opening Required:	Yes

ISSUE:

Cut down and remove trees at various properties. Cost = \$59,625.18

SYNOPSIS:

Numerous trees on various properties are old and diseased and need to be removed.

BACKGROUND:

As parks and other properties age, it sometimes becomes necessary to remove trees. This can be for numerous reasons such as diseases which cause them to decline, safety issues, and to open up the canopy for other trees and plants to be able to thrive.

This project will include removal and hauling off the existing trees and grinding the stumps. It also includes the repair of any damage to the landscape that may occur during the process. The properties where the trees will be removed are Jordan River Trailhead Park, Hillsdale Park, Peachwood Park, City Park, and the I-215 Interchange at 3500 South. This project will be paid for by the Urban and Community Forestry Subaward Grant, administered by the Utah Division of Forestry Fire and State Lands.

Bids were solicited through a formal bid process and seven contractors applied:

Horticultural Group Inc.	\$59,625.18
All Wood’s Tree Service	\$119,325.00
D’s Tree Service	\$82,285.00
Rent-A-Monkey	\$107,074.00
Valley Power	\$98,550.00
Perez Co	\$90,270.00
Rivendell Tree Experts	\$76,365.00

The lowest responsible bidder was Horticultural Group Inc. whose bid came in at \$59,625.18

RECOMMENDATION:

Staff recommends approving the removal of numerous trees at various properties using Horticultural Group Inc. at a cost of \$59,625.18.

SUBMITTED BY:

Jamie Young – Parks and Recreation Director
Jason Erekson - Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
HORTICULTURAL GROUP, INC. FOR TREE REMOVAL
SERVICES.**

WHEREAS, West Valley City solicited bids in accordance with state law to remove certain trees on City property (the “Project”); and

WHEREAS, Horticultural Group, Inc. (hereinafter, “Contractor”) submitted the lowest responsive and responsible bid; 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 perform the Project.

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

1. The contract to perform the Project is hereby awarded to Contractor in the amount of \$59,625.18.
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 _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$1,354.00 (6.77% of actual cost)
Funding Source:	Federal STP Funds
Account #:	45-9610-40750-75276-0200
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:

Michael Chamberlain and Reed Sequoia Debus-Villasenor have signed a Real Estate Purchase Contract and have agreed to sign a Warranty Deed and a Temporary Construction Easement for property located at 3069 West 3650 South (15-33-151-039).

BACKGROUND:

The Michael Chamberlain and Reed Sequoia Debus-Villasenor parcel located at 3069 West 3650 South is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$20,000.00 and was negotiated based upon an administrative compensation estimate prepared by HDR, Inc. which indicated a value of \$16,600.00.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$1,354.00.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. Warranty Deed and Temporary Construction Easement 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 REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR FOR PROPERTY LOCATED AT 3069 WEST 3650 SOUTH.

WHEREAS, Michael Chamberlain and Reed Sequoia Debus-Villasenor (herein and collectively “Owner”) have entered into a Real Estate Purchase Contract for property located at 3069 West 3650 South that is affected by the Lancer Way Reconstruction 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 Agreement with Owner, and to accept the Documents.

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 114:C, 114:E, 114:P

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-151-039
Property Address: 3069 West 3650 South WEST VALLEY CITY UT, 84119
Owner's Address: 3069 West 3650 South, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-623-0744 Owner's Home Phone: (801)623-0744 Owner's Work Phone:
Owner / Grantor (s): Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants ("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 114:C, 114:E, 114:P, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$20,000 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): **Within the easement 114:E, Deciduous Tree 17.0 " Diameter (1), Plant Ground Cover (1) Bushes-small (5), Pine-small (3), Labor (1), Temporary Drip Irrigation (1) in the amount of \$2,038.00, which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

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

West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 114:C, 114:E, 114:P

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-151-039
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Owner's Address: 3069 West 3650 South, WEST VALLEY CITY, UT, 84119
Primary Phone: 801-623-0744 Owner's Home Phone: (801)623-0744 Owner's Work Phone:
Owner / Grantor (s): Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants

4.2 Fees/Costs.

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

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

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

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

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

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

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

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

11. ADDITIONAL TERMS (IF APPLICABLE):

11(a): In order to expedite the signing of the contract, an administrative settlement in the amount of \$3,400.00 was negotiated. The administrative settlement is included in the Total Purchase Price. This amount was determined to be less than the anticipated cost of a 2nd appraisal and litigation, and represents a final global settlement of all outstanding just compensation issues related to this transaction with the Owner, including any claim for severance damages.

11(b) The contractor will repair/replace any impacted sod and sprinkler lines within the temporary construction easement as part of the project.

11(c) Owner acknowledges receiving payment for the following improvements acquired: Gravel (400 SF), 4' Chain-Link Fence (4 LF), Weed Block (150 SF), Gravel Ground Cover (150 SF), Drip Irrigation (150 SF) in the amount of \$758.00 which is included in the Total Purchase Price.



West Valley City

REAL ESTATE PURCHASE CONTRACT

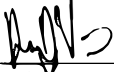
Project No: F-2215(1)0 Parcel No.(s): 114:C, 114:E, 114:P

Pin No: 18823 Job/Proj No: 55684 Project Location: 3650 South; 2700 West to 3200 West
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Owner / Grantor (s): Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONSULTANT DISCLOSURE. Owner acknowledges that Brendy Carrington, through HDR Inc., is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):


100% Michael Chamberlain and Reed Sequoia Debus-
Villase - OWNER(s)

2/6/24
Date


2/6/24
Date

WEST VALLEY CITY

Date
Karen Lang, Mayor



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 114:C, 114:E, 114:P

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Owner / Grantor (s): Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants

Exhibit A

(Attach conveyance documents)

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

West Valley City
City Recorder
3600 South Constitution BLVD
West Valley City, Utah 84119

EXHIBIT A

Warranty Deed (Individual)

Salt Lake County

Tax ID No.	15-33-151-039
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:114:C

Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, Grantee, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing Lancer Way (3650 South Street) known as Project No. F-2215(1)0, being part of an entire tract of property situate in the SW1/4 NW1/4 of Section 33, T.1S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract in the existing southerly right of way line of Lancer Way (3650 South Street) which corner is 1,377.70 feet South along the section line and 660.00 feet East from the Northwest Corner of said Section 33; and running thence East 80.00 feet along said southerly right of way line to the northeast corner of said entire tract; thence South 5.57 feet along the easterly boundary line of said entire tract to a line parallel with and 33.00 feet perpendicularly distant southerly from the project control line; thence S.89°55'29"W. 80.00 feet along said parallel line to a point in the westerly boundary line of said entire tract; thence North 5.67 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 450 square feet or 0.010 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" clockwise to obtain highway bearings.)

As per Utah State Code 72-5-103 title of the underlying fee to the center of the existing right of way is relinquished as part of this conveyance and transferred to the Grantee of this instrument.

Continued on Page 2
INDIVIDUAL RW-01 (11-01-03)

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

Michael Chamberlain

Reed Sequoia Debus-Villasenor

On this ____ day of _____, in the year 20____, before me personally appeared, Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

Temporary Construction Easement (Individual)

Salt Lake County

Tax ID No.	15-33-151-039
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:114:E

Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, 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 NW1/4 of Section 33, 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 Lancer Way (3650 South Street) known as Project No. F-2215(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract which is 1,377.70 feet South along the section line and 660.00 feet East and 5.67 feet South from the Northwest Corner of said Section 33; and running thence N.89°55'29"E. 80.00 feet to a point in the easterly boundary line of said entire tract; thence South 17.00 feet along said easterly boundary line; thence S.89°55'29"W. 21.89 feet; thence N.00°04'31"W. 5.00 feet; thence S.89°55'29"W. 54.50 feet; thence S.00°04'31"E. 14.00 feet; thence S.89°55'29"W. 3.62 feet to a point in said westerly boundary line; thence North 26.00 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 1,120 square feet or 0.026 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" clockwise to obtain highway bearings.)

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

Michael Chamberlain

Reed Sequoia Debus-Villasenor

On this ____ day of _____, in the year 20____, before me personally appeared, Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

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

West Valley City
City Recorder
3600 South Constitution BLVD
West Valley City, Utah 84119

Warranty Deed

(Individual)

Salt Lake County

Tax ID No.	15-33-151-039
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:114:C

Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to West Valley City, Grantee, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

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COUNTY OF _____)

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Notary Public

Temporary Construction Easement (Individual)

Salt Lake County

Tax ID No.	15-33-151-039
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:114:E

Michael Chamberlain and Reed Sequoia Debus-Villasenor, as joint tenants, 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:

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Beginning at a point in the westerly boundary line of said entire tract which is 1,377.70 feet South along the section line and 660.00 feet East and 5.67 feet South from the Northwest Corner of said Section 33; and running thence N.89°55'29"E. 80.00 feet to a point in the easterly boundary line of said entire tract; thence South 17.00 feet along said easterly boundary line; thence S.89°55'29"W. 21.89 feet; thence N.00°04'31"W. 5.00 feet; thence S.89°55'29"W. 54.50 feet; thence S.00°04'31"E. 14.00 feet; thence S.89°55'29"W. 3.62 feet to a point in said westerly boundary line; thence North 26.00 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 1,120 square feet or 0.026 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°00'24" clockwise to obtain highway bearings.)

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

Michael Chamberlain

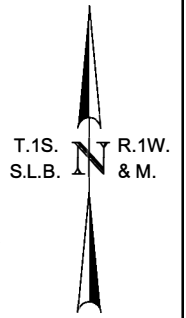
Reed Sequoia Debus-Villasenor

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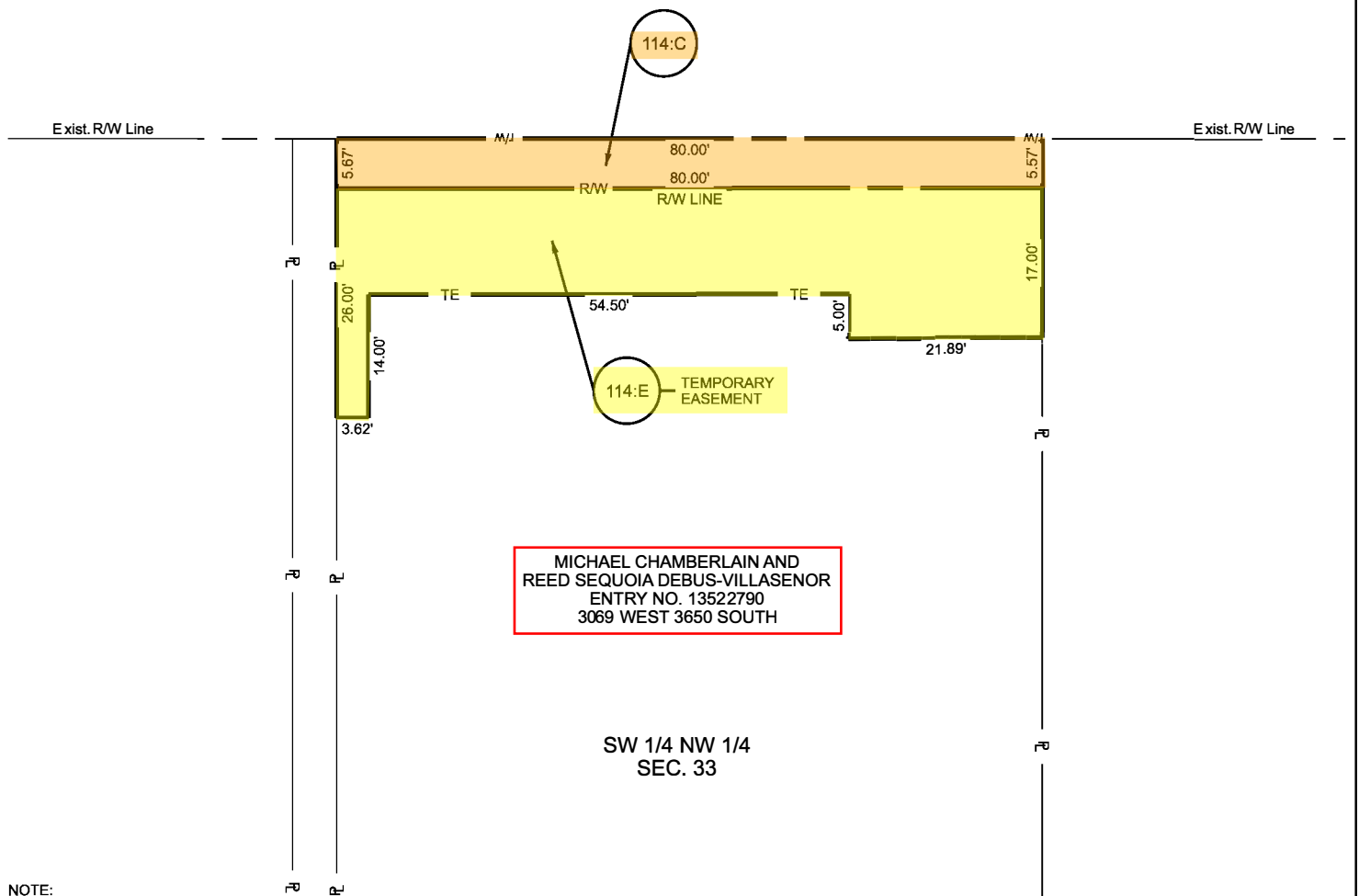
WEST VALLEY CITY
(INCORPORATED)

NW 1/4 NW 1/4
SEC. 33



40 40 ACRE LINE 40 40 40 40 40 ACRE LINE
Exist. R/W Line M/J Exist. R/W Line

LANCER WAY (3650 SOUTH STREET)



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
114:C	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR	0.010	450	NONE	0.348	NONE	0.338
114:E	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR	0.026	1,120			TEMPORARY	

SHEET NO. 114-EXHIBIT	PARTIAL SUMMARY NO. 03P	PROPERTY OWNER:	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3069 WEST 3650 SOUTH
PROJECT NUMBER	F-2215(1)0	PIN	18823

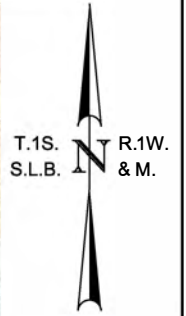
UTAH DEPARTMENT OF TRANSPORTATION
MERIDIAN ENGINEERING, INC.

DGN File: U:\Projects\2022\2215-MWN-HDR-WVC Lancer Way (3650 South)\18823_ConnectRight of Way\Exhibits\114\18823_F-2215(1)0_03P_114_Exhibit.dgn

5-SEP-2023

WEST VALLEY CITY
(INCORPORATED)

NW 1/4 NW 1/4
SEC. 33



40 ACRE LINE

40 ACRE LINE

Exist. R/W Line

Exist. R/W Line

LANCER WAY (3650 SOUTH STREET)

114:C

Exist. R/W Line

Exist. R/W Line

80.00'

80.00'

R/W LINE

TE

54.50'

TE

5.00'

21.89'

17.00'

5.67'

26.00'

14.00'

3.62'

114:E

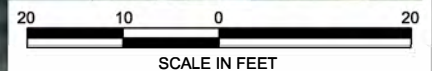
TEMPORARY
EASEMENT

MICHAEL CHAMBERLAIN AND
REED SEQUOIA DEBUS-VILLASENOR
ENTRY NO. 13522790
3069 WEST 3650 SOUTH

SW 1/4 NW 1/4
SEC. 33

NOTE:

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NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS
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PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W IN DEED AC.	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
114:C	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR	0.010	450	NONE	0.348	NONE	0.338
114:E	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR	0.026	1,120			TEMPORARY	

SHEET NO. 114-EXHIBIT	PARTIAL SUMMARY NO. 03P	PROPERTY OWNER:	MICHAEL CHAMBERLAIN AND REED SEQUOIA DEBUS-VILLASENOR
PROJECT	3650 SOUTH; 2700 WEST TO 3200 WEST	PROPERTY ADDRESS:	3069 WEST 3650 SOUTH
PROJECT NUMBER	F-2215(1)0	PIN	18823
UTAH DEPARTMENT OF TRANSPORTATION MERIDIAN ENGINEERING, INC.			

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

ISSUE:

Acceptance of two Storm Drainage Easements.

SYNOPSIS:

JFRG CCI LLC, a Utah limited liability company has signed two Storm Drainage Easements for properties located at 2345 S. CCI Way (15-21-255-007 and 15-21-256-001).

BACKGROUND:

The JFRG CCI LLC parcel located at 2345 S. CCI Way is one of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area.

Storm water from Decker Lake Business Park on the east side of Interstate 215 (I-215) flows through a pipe under I-215 to an open ditch on the north side of the JFRG CCI LLC on the west side of I-215. This project will pipe and fill the existing ditch on the north side of the JFRG CCI LLC. Although the city has existing easements across most of the area, there are two areas where construction extends outside the existing easements. Storm Drainage Easements are required across the two small areas.

RECOMMENDATION:

Accept Storm Drainage Easements and authorize City Recorder to record said Storm Drainage Easements 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 TWO STORM DRAINAGE
EASEMENTS FROM JFRG CCI LLC FOR PROPERTY LOCATED
AT 2345 SOUTH CCI WAY.**

WHEREAS, JFRG CCI LLC (“Owner”) is developing property located at approximately 2345 South CCI Way (the “Project”); and

WHEREAS, two Storm Drain Easements (the “Easements”) are required in order to construct the Project; and

WHEREAS, Owner has executed said Easements; 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 Easements.

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

Portion of parcel #15-21-255-007

STORM DRAINAGE EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **JFRG CCI LLC, a Utah limited liability company**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive Storm Drain Easement for the installation, operation, maintenance, enlargement, inspection and replacement of storm drain piping and related facilities, on, over, under, and across real property located in West Valley City, Salt Lake County, State of Utah, said easement being more particularly described as follows:

Commencing at a monument marking the Center of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°04'22" West 674.44 feet along the Quarter Section line; thence South 89°53'21" East 452.12 feet; thence North 89°55'38" East 20.00 feet along a southerly boundary of Grantor's property; thence North 00°04'22" West 415.45 feet to the intersection of a 20 foot wide Drainage Easement and a 30 foot wide Drainage Easement in favor of West Valley City, recorded as Entry No. 5462222 in the office of the Salt Lake County Recorder, said point being the POINT OF BEGINNING; thence South 57°52'00" East 66.23 feet along the southerly boundary of the existing 30 foot wide Drainage Easement; thence South 68°32'34" West 60.24 feet to the easterly boundary of the existing 20 foot wide Drainage Easement; thence North 00°04'22" West 13.19 feet along said easement to the POINT OF BEGINNING. Encompassing 370 square feet, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 14 day of February,
2024.

GRANTOR
JFRG CCI LLC,
a Utah limited liability company

Kent B. England
By: KENT B. ENGLAND
Title: AUTHORIZED SIGNATORY

State of Utah)
County of Salt Lake) :SS

On the 14 day of February, 2024, personally appeared
before me Kent England 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 authorized Signatory of **JFRG CCI LLC, a Utah limited
liability company**, by authority of its members or its articles of organization, and that he/she
acknowledged to me that said limited liability company executed the same.

Rebecca Elliott
Notary Public



WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

Portion of parcel #15-21-256-001

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AN EASEMENT ACROSS A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID EASEMENT ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE OF PROJECT NO. 215-9, AT A POINT 176.38 FEET RADIALLY DISTANT WESTERLY FROM THE CENTER LINE OF SAID PROJECT AT ENGINEER STATION 459+03.87, SAID POINT OF BEGINNING IS APPROXIMATELY 1423 FEET WEST AND 553 FEET NORTH FROM THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 58°40'00" WEST 21.43 FEET ALONG THE SOUTHERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE NORTH 10°17'23" EAST 52.09 FEET; THENCE NORTH 58°40'00" WEST 59.83 FEET TO A WESTERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE NORTH 00°17'21" WEST 25.11 FEET TO A CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 58°40'00" EAST 69.20 FEET; THENCE NORTH 31°20'00" EAST 20.00 FEET TO THE NORTHERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE SOUTH 58°40'00" EAST 9.30 FEET TO SAID HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE; THENCE SOUTH 10°17'23" WEST 96.43 FEET, MORE OR LESS ALONG SAID HIGHWAY RIGHT OF WAY AND NO ACCESS LINE TO THE POINT OF BEGINNING. ENCOMPASSING 3,095 SQUARE FEET, MORE OR LESS..

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 14 day of February, 2024.

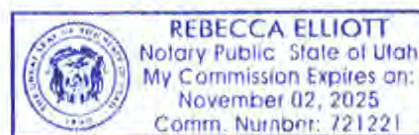
GRANTOR
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Rebecca Elliott
Notary Public





Utah Wellbeing Project

West Valley City Survey



Wellbeing Survey Project Goals

To provide cities with information on wellbeing of residents to inform planning processes and decisions

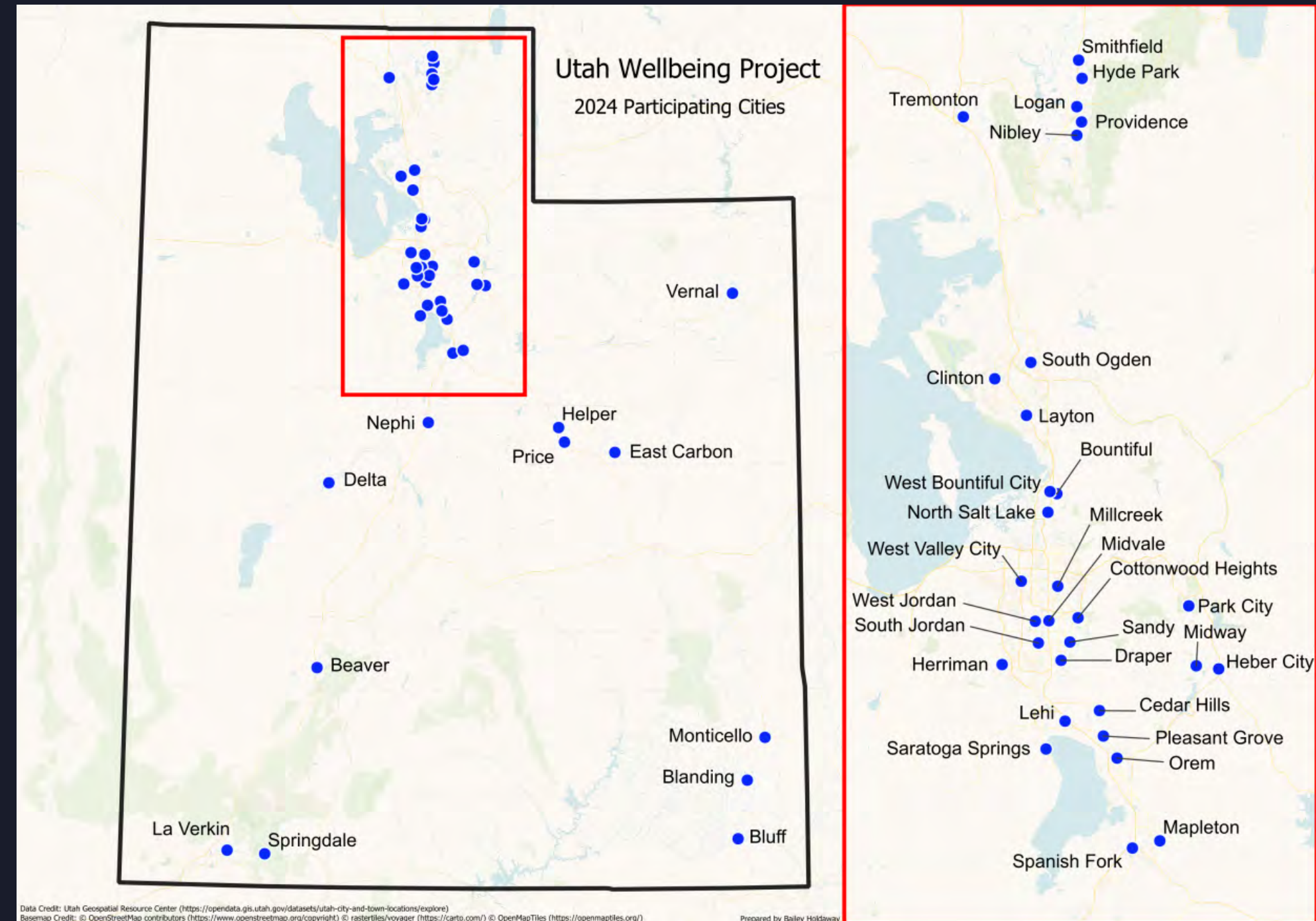
To support comparative research on community wellbeing and local concerns

To support statewide initiatives related to community & environmental wellbeing

Utah Wellbeing Surveys in Utah Cities & Towns

43 city partners ready to launch surveys in March-April 2024

Over 25,000 surveys collected since 2019 across 48 cities



Data Credit: Utah Geospatial Resource Center (<https://opendata.gis.utah.gov/datasets/utah-city-and-town-locations/explore>)
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Prepared by Bailey Holdaway

West Valley
City's 2024
Survey
Launches
Soon!!

How is life in West Valley City?

Please take the Utah Wellbeing Survey!



How Does The Wellbeing Survey Work?



Online Survey
(+Spanish)

USU handles
survey

City handles
advertising



Reports within a
few Months

Presentations to
City Council



No Cost
Partnership for
Cities

Funding
Contributions
Welcome But
Not Required

www.usu.edu/utah-wellbeing-project

Planned Advertising

Posters in
City &
Community
Buildings!

Next Door!

Social Media!

Please Help
to Spread the
Word!

City Website!

Wellbeing Survey Question Areas

Overall Personal Wellbeing
Community Wellbeing
Community Connectedness & Connections
Recreation/Activity Participation
Perspectives on Population and Economic Growth
Transportation
Concerns for Future of City
Open Comments

- What is Valued Most About City
- Additional Comments About Wellbeing in City

Demographics
City Specific Questions & Geography

Wellbeing Categories:

Living Standards
Mental Health
Physical Health
Safety & Security
Connections with Nature
Local Environmental Quality
Leisure Time
Social Connections
Cultural Opportunities
Educational Opportunities
Family Life
Transportation

We provide
online &
Extension
resources to help
address key
wellbeing areas!

Wellbeing and Other Resources

Wellbeing involves different factors that influence the economic, social, and environmental aspects of people's daily lives. The Utah Wellbeing Project survey efforts provided valuable information about what aspects of wellbeing are most important to Utahs' residents. Based on these findings, we have compiled recommendations and resources that have been shown to improve various aspects of wellbeing or community life to help local leaders and individual residents create happier and healthier communities. Below, you will find specifically tailored resources that can help improve different areas related to wellbeing, city exemplars that illustrate initiatives taken in different Utah communities, and a "One Stop Shop" which details single actions that can positively influence multiple aspects of wellbeing.

Resource Categories

Select a category below to learn more about what it is and to see specific resources that may be used to improve wellbeing in your community. Please note that solutions implemented to target one aspect of wellbeing will often result in improvements in other areas as well.



Community Connection



Connection With Nature



Environmental Quality



Safety and Security



Mental Health



Physical Health



Living Standards



Substance Misuse



Page 8 of 9
Communications

THANK YOU!

Funding Acknowledgements:

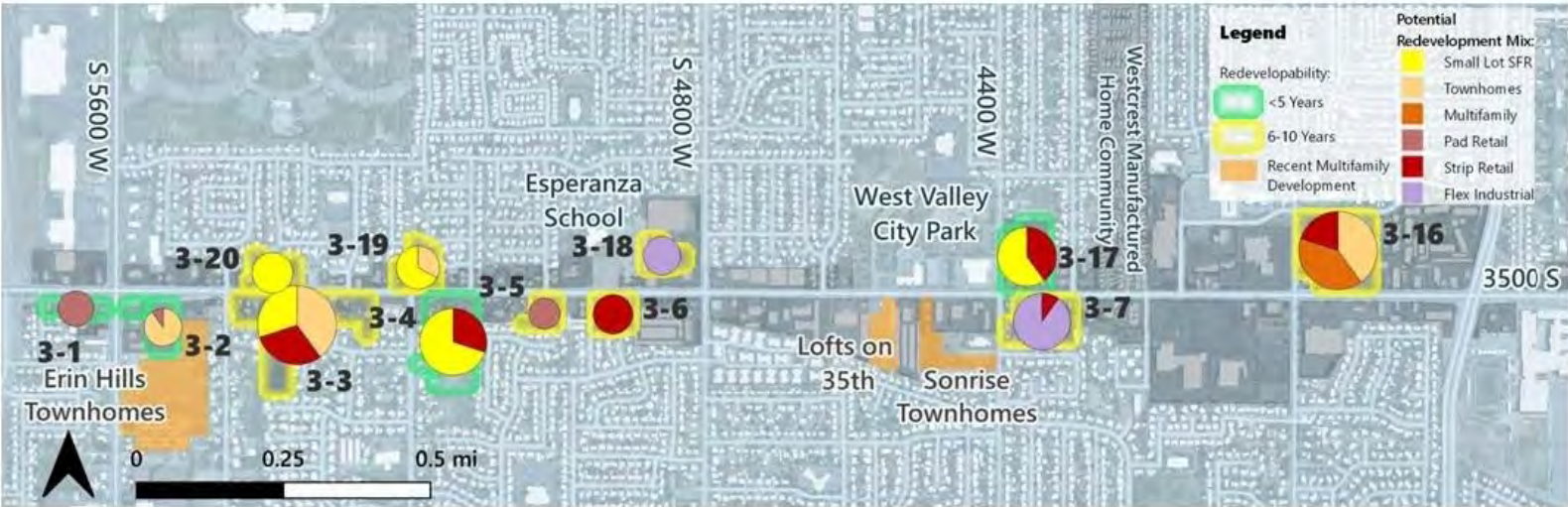


www.usu.edu/utah-wellbeing-project

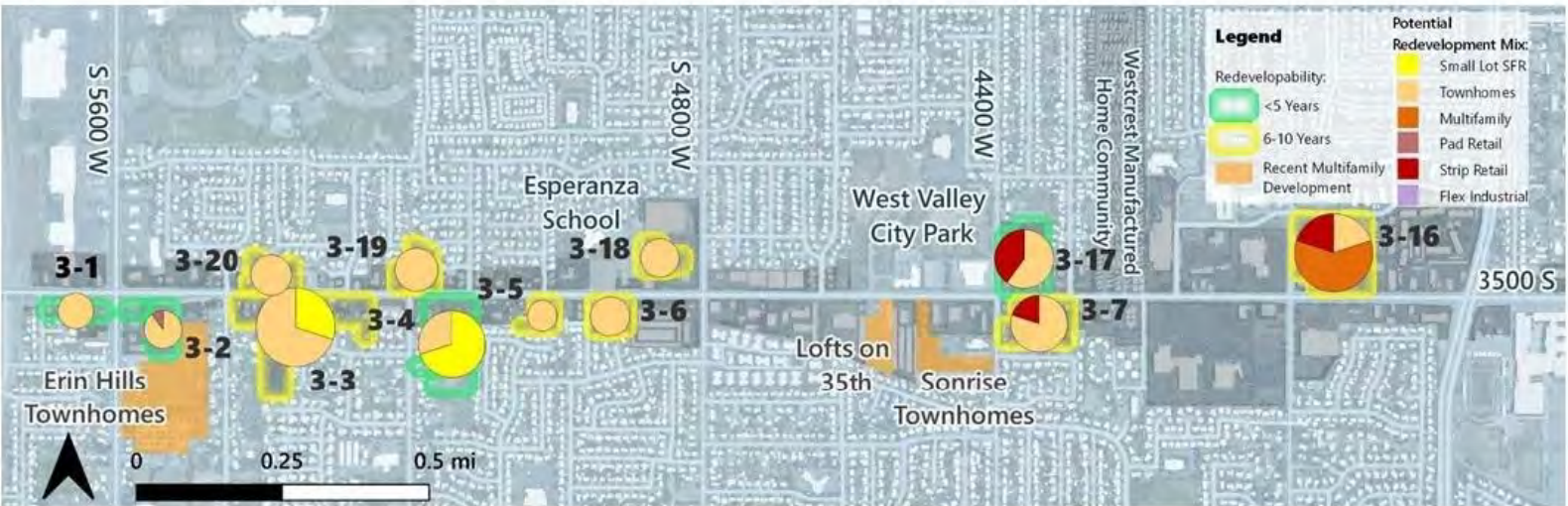
Dr. Courtney Flint – courtney.flint@usu.edu

Redevelopment Alternative Findings: Area 3 (West of Bangarter Hwy)

Option A



Option B



5619 W 3500 S – 2.0 acres



- Zoning: C-2, R-1-8
- Option A: 22,107 SF of commercial
- Option B: 24 townhomes
- Current uses: vacant

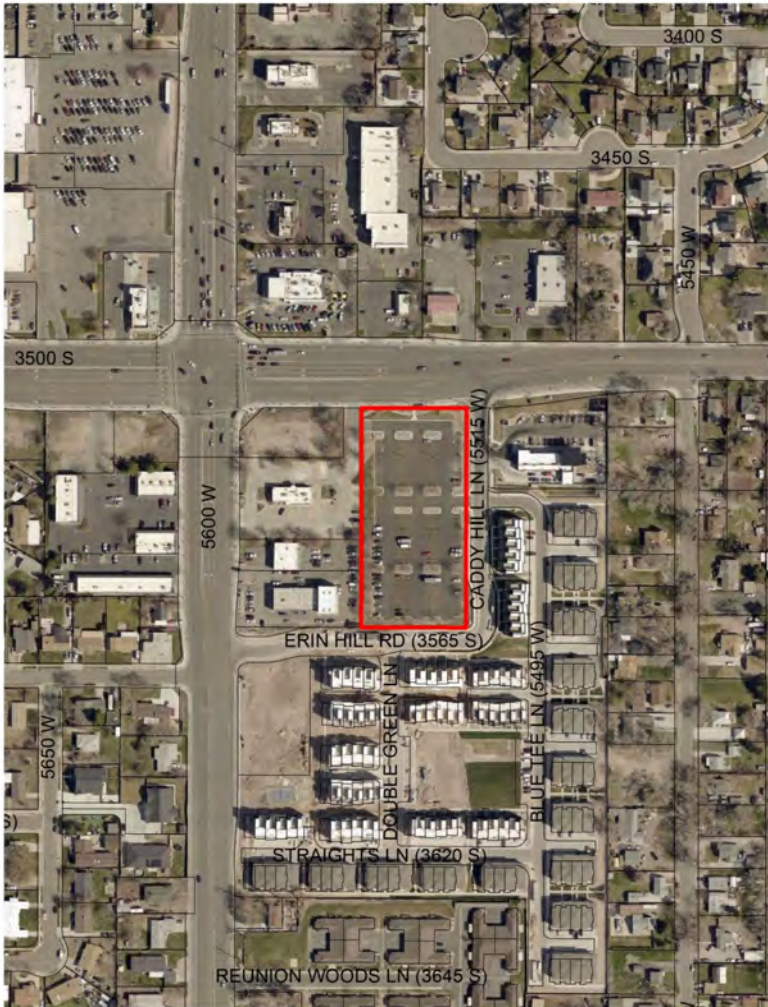
5619 W 3500 S – 2.0 acres



5619 W 3500 S – 2.0 acres



5551 W 3500 S – 2.3 acres



- Zoning: C-2
- Option A: 2,494 SF of commercial, 25 townhomes
- Option B: 2,494 SF of commercial, 25 townhomes
- Current uses: UTA park and ride lot

5551 W 3500 S – 2.3 acres



5380 W 3500 S – 2.6 acres



- Zoning: A, C-2
- Option A: 15 single family homes
- Option B: 32 townhomes
- Current uses: homes, fitness center, used car sales

5380 W 3500 S – 2.6 acres



5331 W 3500 S – 9.9 acres



- Zoning: R-1-8, C-1, R-2-8, C-2, A
- Option A: 38,851 SF of commercial, 17 single family homes, 48 townhomes
- Option B: 17 single family homes, 83 townhomes
- Current uses: homes, retail, restaurant, vacant

5331 W 3500 S – 9.9 acres



5331 W 3500 S – 9.9 acres



5190 W 3500 S – 3.0 acres



- Zoning: A, R-1-8, RB
- Option A: 11 single family homes, 12 townhomes
- Option B: 36 townhomes
- Current uses: homes

5190 W 3500 S – 3.0 acres



5134 W 3500 S – 7.1 acres



- Zoning: RM, A
- Option A: 27,796 SF of commercial, 28 single family homes
- Option B: 28 single family homes, 26 townhomes
- Current uses: homes, vacant

5134 W 3500 S – 7.1 acres



5134 W 3500 S – 7.1 acres



5019 W 3500 S – 1.6 acres



- Zoning: A
- Option A: 16,923 SF of commercial
- Option B: 19 townhomes
- Current uses: homes, duplex

5019 W 3500 S – 1.6 acres



4923 W 3500 S – 2.5 acres



- Zoning: R-1-8
- Option A: 32,409 SF of commercial
- Option B: 30 townhomes
- Current uses: homes

4923 W 3500 S – 2.5 acres



4860 W 3500 S – 2.4 acres



- Zoning: C-2
- Option A: 51,619 SF of industrial
- Option B: 28 townhomes
- Current uses: parking lot

4860 W 3500 S – 2.4 acres



4360 W 3500 S – 5.5 acres



- Zoning: C-2, A
- Option A: 28,854 SF of commercial, 19 single family homes
- Option B: 28,854 SF of commercial, 40 townhomes
- Current uses: auto repair, restaurant, home, duplex, vacant

4360 W 3500 S – 5.5 acres



4360 W 3500 S – 5.5 acres



4345 W 3500 S – 5.1 acres



- Zoning: C-2, R-1-8
- Option A: 6,717 SF of commercial, 100,754 SF of industrial
- Option B: 13,434 SF of commercial, 49 townhomes
- Current uses: auto repair, used car sales, homes, retail, office

4345 W 3500 S – 5.1 acres



3958 W 3500 S – 9.7 acres



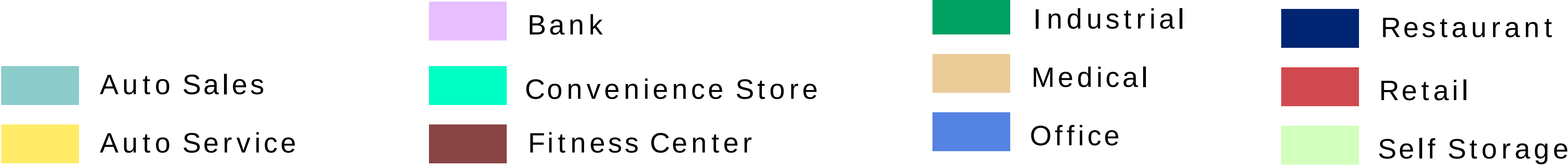
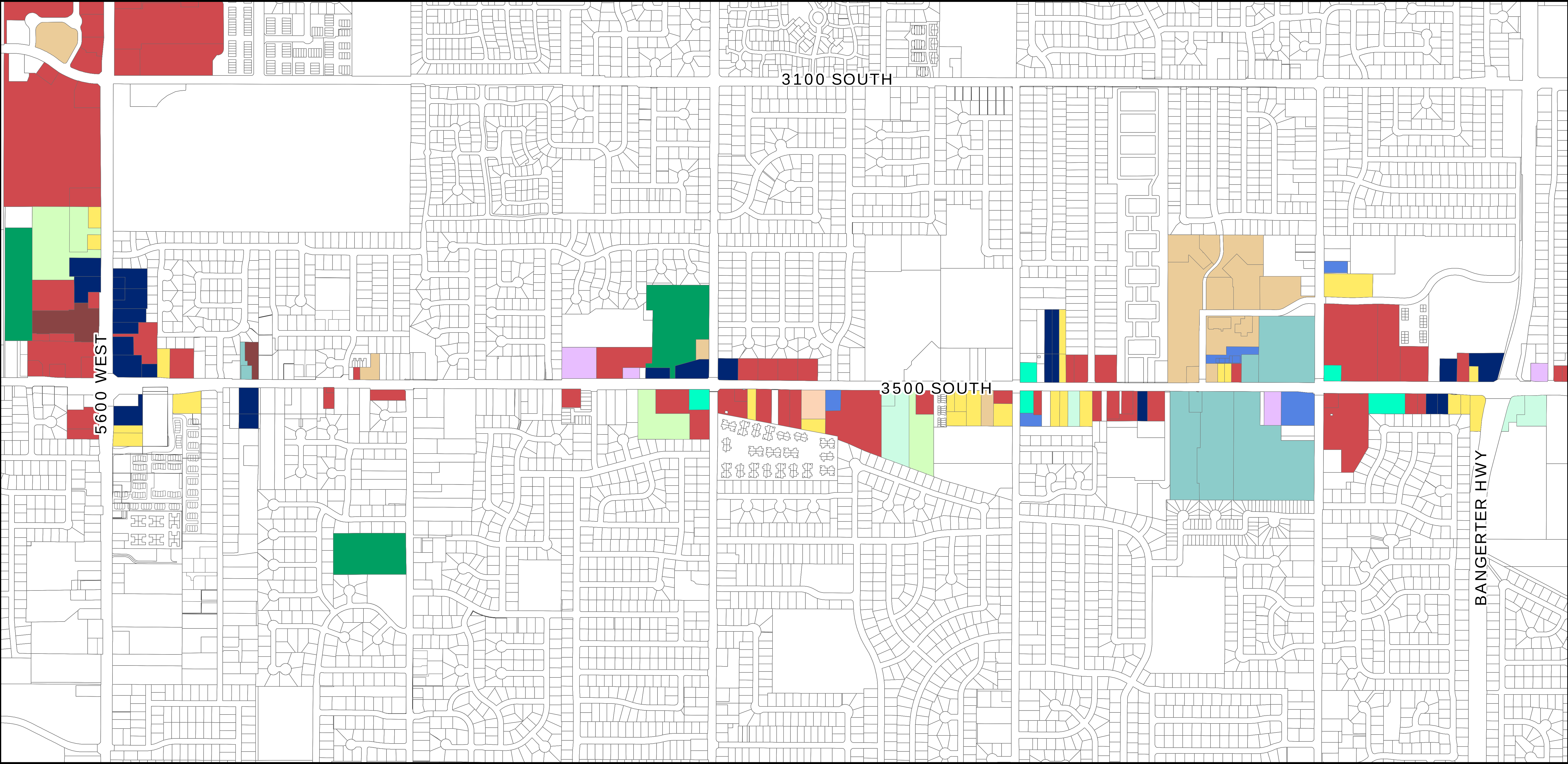
- Zoning: C-2
- Option A: 25,430 SF of commercial, 47 townhomes, 234 apts./condos
- Option B: 25,430 SF of commercial, 23 townhomes, 350 apts./condos
- Current uses: indoor swap meet

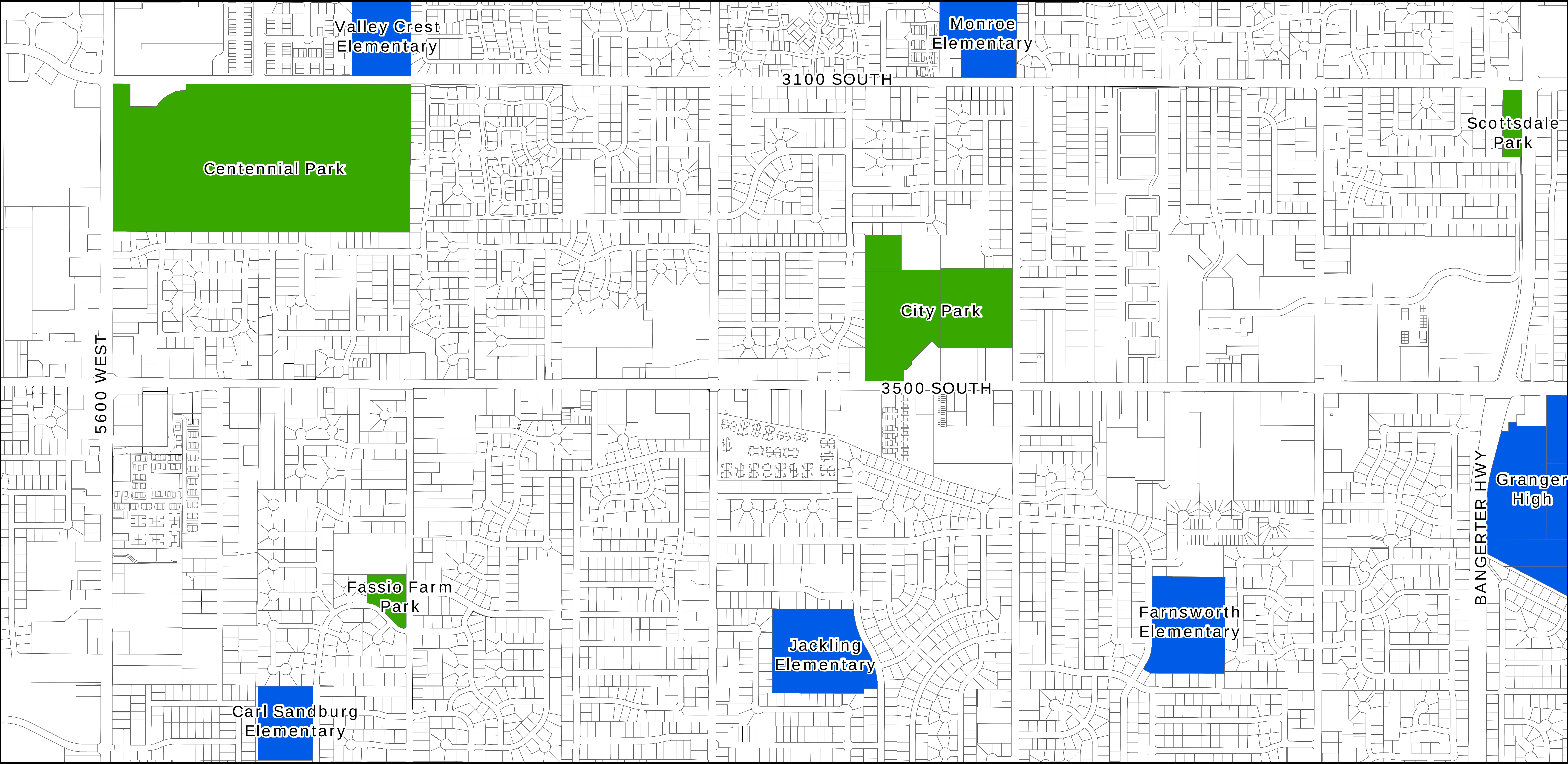
3958 W 3500 S – 9.7 acres



3958 W 3500 S – 9.7 acres







Parks & Open Space



Schools

