

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, April 9, 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.

AGENDA

- 1. Call to Order
- 2. Roll Call
- 3. Opening Ceremony: Councilmember Scott Harmon
- 4. **Special Recognitions**
- 5. Awards, Ceremonies and Proclamations:
 - Administration of the Oath of Office to Ifo Pili, West Valley City Manager A.
- 6. Approval of Minutes:
 - A. April 2, 2024
- 7. **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

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.

3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

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

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments
- 8. Resolutions:
 - A. 24-53: Approve a Memorandum of Understanding to Support the Children's Justice Center
 - B. 24-54: Approve the Purchase of Garbage Cans from Wastequip
- 9. Consent Agenda:
 - A. Reso. 24-55: Authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Temporary Construction Easement With and From Rachelle Sierra for Property Located at 2765 West 3650 South
 - B. Reso. 24-56: Accept a Warranty Deed from the New Life Center United Pentecostal Church for Property Located at 3885 West 4100 South
- 10. Motion for Closed Session (if necessary)
- 11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, APRIL 2, 2024 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

John Flores, Interim Assistant City Manager Nichole Camac, City Recorder Eric Bunderson, City Attorney Brandon Christiansen, Acting 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 Jonathan Springmeyer, RDA Director Roxeanne Vainuku, Acting Strategic Communications Director *(electronically)* Ken Cushing, IT *(electronically)*

OPENING CEREMONY- COUNCILMEMBER TOM HUYNH

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 26, 2024

The Council considered the Minutes of the Regular Meeting held March 26, 2024. There were no changes, corrections or deletions.

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -2-

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held March 26, 2024. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

- A. **PUBLIC COMMENTS** N/A
- B. **CITY MANAGER COMMENTS** John Flores, Interim Assistant City Manager, had no comments.
- C. **CITY COUNCIL COMMENTS** Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-1-2024, FILED BY GUY WILLIAMS, REQUESTING A ZONE CHANGE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 2272 AND 2296 SOUTH 5600 WEST

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 2, 2024, in order for the City Council to hear and consider public comments regarding Application Z-1-2024, Filed by Guy Williams, requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 2272 and 2296 South 5600 West.

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

The applicant is proposing the zone change for three reasons. The first is to allow outside storage of new equipment/truck beds and upfitting parts. The LI zone prohibits outside storage while the M zone allows it. The second reason for the zone change is to allow additional auto service use which in this case is vehicle upfitting. The LI Zone includes the following provision: "Automobile Service shall only be allowed as a Use that is incidental to a Permitted or Conditional Use". In addition to adding outside storage, the applicant is proposing to expand and remodel the larger building on the south parcel to do more vehicle upfitting. The third reason for the zone change is the LI Zone prohibits overhead doors from facing 5600 West. The plans for the building on the south parcel include overhead doors on the east side of the building.

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -3-

If this rezone is approved, a conditional use permit will be required for the outside storage and because the property is located within 5600 West Overlay Zone. The ordinance requires outside storage uses to be screened from public view through fencing, landscaping, building placement, topography, berming, or other methods as determined by the Planning Commission. For high-image arterial streets like 5600 West, the ordinance was recently amended to require screening of outside storage by means of a building or a 6' tall, precast concrete wall meeting certain specifications.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-10, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2272 AND 2296 SOUTH 5600 WEST FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING)

The City Council previously held a public hearing regarding proposed Ordinance 24-10 that would amend the Zoning Map to Show a Change of Zone for Property Located at 2272 and 2296 South 5600 West from LI (Light Industrial) to M (Manufacturing).

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Christensen moved to approve Ordinance 24-10.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

ACTION: RESOLUTION NO. 24-49, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SIX BUGS HOLDINGS, LLC AND DCG GOAT CORRAL, LLC FOR APPROXIMATELY 3.65 ACRES OF

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -4-

PROPERTY LOCATED AT APPROXIMATELY 2272 AND 2296 SOUTH 5600 WEST

Mayor Lang discussed proposed Resolution 24-49 that would authorize the City to Enter Into a Development Agreement with Six Bugs Holdings, LLC and DCG Goat Corral, LLC for Approximately 3.65 Acres of Property Located at Approximately 2272 and 2296 South 5600 West

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

Guy Williams, the civil engineer, development consultant, and authorized agent for the property owners has submitted a zone change on 3.65 acres of property at parcel at 2272 and 2296 South 5600 West from LI (Light Industrial) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following topics: use limitations, buildings to be removed, remodeling and expansion of an existing building, required conditional use approval, screening of outside storage areas, required improvements, and fencing.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Resolution 24-49.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-2-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -5-

CHANGE TO AMEND SECTIONS 7-9-104 AND 7-9-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADD OR AMEND PARKING REQUIREMENTS FOR SEVERAL LAND USES

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 2, 2024, in order for the City Council to hear and consider public comments regarding Application ZT-2-2024, Filed by West Valley City, requesting a Zone Text Change to Amend Sections 7-9-104 and 7-9-105 of the West Valley City Municipal Code to Add or Amend Parking Requirements for Several Land Uses

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

The City has had minimum parking requirements since incorporation in 1980. These requirements are intended to offer residents, employees, and business patrons sufficient parking opportunities. Providing too little parking can reduce convenience, affect lifestyle, and impact adjoining uses and streets. Providing too much parking can be expensive, limit the economic potential of land, and simply be unnecessary.

The ordinance changes proposed in this application are based on two books. The first is the 6th edition of *Parking Generation* from ITE that was published in 2023. This latest edition provides newer survey data and additional land uses. The second book is the 3rd edition of *Shared Parking* that was published in 2020 by the International Council of Shopping Centers (ICSC), the National Parking Association, and Urban Land Institute (ULI). This book provides empirical data on parking demand by time of day.

In summary, the proposed changes:

- reduce the required parking ratios for medical and dental offices, veterinarians and veterinary hospitals, day care/preschool centers and nursery schools, bowling alleys, movie theaters, automobile parts and supply stores, fast food establishments, financial institutions, professional offices, retail intensive, and retail less intensive;
- add a required parking ratio for private schools (K-12);
- increase the required parking ratio for restaurants;
- expand the list of uses in the shared parking table;
- update the parking demand percentages in the shared parking table for existing uses and add them for new uses; and

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -6-

• divide the weekday and weekend time period in the shared parking table from 6 AM to 6 PM into two time periods – 6 AM to 12 PM (noon) and 12 PM (noon) to 6 PM.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-13, AMEND SECTIONS 7-9-104 AND 7-9-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADD OR CHANGE PARKING REQUIREMENTS FOR SEVERAL LAND USES

The City Council previously held a public hearing regarding proposed Ordinance 24-13 that would amend Sections 7-9-104 and 7-9-105 of the West Valley City Municipal Code to Add or Change Parking Requirements for Several Land Uses

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Ordinance 24-13.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

C. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-1-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO AMEND SECTIONS 7-1-109, 7-2-117, 7-10-103, 7-13-517, 7-14-102, AND 18-4-104 OF THE WEST VALLEY CITY MUNICIPAL CODE TO INCREASE THE CONSTRUCTION THRESHOLD THAT TRIGGERS CERTAIN IMPROVEMENTS AND TO ALLOW THE OPTION OF PAYMENT IN LIEU OF INSTALLATION OF OFF-SITE IMPROVEMENTS

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 2, 2024, in order for the City Council to hear and consider

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -7-

public comments regarding ZT-1-2024, Filed by West Valley City, Requesting a Zone Text Change to Amend Sections 7-1-109, 7-2-117, 7-10-103, 7-13-517, 7-14-102, and 18-4-104 of the West Valley City Municipal Code to Increase the Construction Threshold that Triggers Certain Improvements and to Allow the Option of Payment in Lieu of Installation of Off-Site Improvements.

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

In September of 1984, the City adopted an ordinance (Ordinance 84-38) that required 20 feet of landscaping along high-image arterials with "any substantial modification to an existing site or structure in which the estimated construction cost exceeds \$50,000". Later, in March of 1988, the City adopted an ordinance (Ordinance 88-08) that required curb, gutter, and sidewalk improvements when "estimated construction costs exceed \$50,000 for substantial modifications to an existing site or structure". While other improvements like streetlights and street paving have since been added to the ordinance, the \$50,000 construction threshold has remained in place since the adoption of these ordinances.

Using the CPI (Consumer Price Index) Inflation Calculator from the Bureau of Labor Statistics, \$50,000 in September of 1984 would be worth \$146,070 today. Using the same calculator, \$50,000 in March of 1988 would be worth \$131,651 today. Hence, staff is recommending an increase in this threshold from \$50,000 to \$150,000 to account for inflation.

Staff is also recommending adding the option of payment in lieu of installation of off-site improvements. Currently, whenever off-site improvements like streetlights, street paving, curb, gutter, and sidewalk are required, the ordinance allows: 1) the installation of the improvements, 2) a bond guaranteeing the completion of the improvements, or 3) at the discretion of the City, a delay agreement. The City Council has generally chosen not to approval delay agreements over the last few years. In addition, Public Works has found that exercising delay agreements has proven to be difficult. As such, staff is proposing the addition of a payment in lieu of the installation of off-site improvements as another alternative to installation, particularly where there are no improvements on adjoining properties to connect to. The use of this new option would be at the City Engineer's sole discretion.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -8-

ACTION: ORDINANCE NO. 24-14, AMEND SECTIONS 7-9-104 AND 7-9-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADD OR CHANGE PARKING REQUIREMENTS FOR SEVERAL LAND USES

The City Council previously held a public hearing regarding proposed Ordinance 24-14 that would amend Sections 7-1-109, 7-2-117, 7-10-103, 7-13-517, 7-14-102, and 18-4-104 of the West Valley City Municipal Code to Increase the Construction Threshold that Triggers Certain Improvements and to Allow the Option of Payment in Lieu of Installation of Off-Site Improvements.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve Ordinance 24-14.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman FitisemanuYesCouncilman WhetstoneYesCouncilman HarmonYesCouncilman HuynhYesCouncilman ChristensenYesCouncilman NordfeltYesMayor LangYes

Unanimous.

D. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2023-2024 BUDGET

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled April 2, 2024, in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2023-2024 Budget

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

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

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -9-

A Public Notice was posted March 21, 2024, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 2, 2024, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah

Mayor Lang opened the Public Hearing

Jim Vesock thanked Jim Welch and his team for the presentation of the budget.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-15, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 24-15 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Ordinance 24-15.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Yes
Yes

Unanimous.

RESOLUTION 24-51: APPROVE THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -10-

Mayor Lang presented proposed Resolution 24-51 that would approve the Purchase of Streetlights from Mountain States Lighting

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

The Street Light Utility needs to order street light assemblies for miscellaneous upcoming projects as well as stocked materials for routine maintenance of the street light system.

Mountain States Lighting has supplied street lights to the City since 2006. The City normally purchases lights directly from the Mountain States and supplies them to City contractors for installation because of a significant discount given to the City.

The budget opening is requested to order these materials now as there is a long lead time to procure these items.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Resolution 24-51.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 24-52: ACCEPT TWO CONVEYANCE AND QUIT CLAIM OF EASEMENT DOCUMENTS FROM BRIGHTON CANAL COMPANY, LLC

Mayor Lang discussed proposed Resolution 24-52 that would accept two Conveyance and Quit Claim of Easement Documents from Brighton Canal Company, LLC

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -11-

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

The Brighton Canal Company, LLC owns a parcel of land located at 2383 S. Decker Lake Boulevard (15-22-151-021), along with an easement crossing multiple parcels in the Decker Lake Business Park between Redwood Road and Interstate 215 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.

The Brighton Canal Storm Drain Project crosses portions of the Brighton Canal Company Property and also crosses portions of the Brighton Canal Easement. 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.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve the items on the Consent Agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

UNFINISHED BUSINESS

ORDINANCE 24-11: AMEND SECTION 1-2-107 OF THE WEST VALLEY CITY

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -12-

MUNICIPAL CODE TO UPDATE CERTAIN PARKS AND RECREATION FEES

Mayor Lang presented proposed Ordinance 24-11 that would amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees.

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

The cost of providing services has increased significantly over the past four years. While the Parks and Recreation Department provides community services, it must also align with current market and budgetary goals. Department staff work to efficiently monitor fees and determine when changes need to be made. The Parks and Recreation Department would like to modify and increase several fees within this section. These include:

- Family Fitness Center:
 - Annual Membership Passes
 - Drop-In Passes
 - Kidz Kamp Program Fees
 - Afterschool Kamp Fees
 - Remove Kindergarten Kamp Fees (no longer offered)
- Golf Courses:
 - o Green Fees
 - o Cart Fees
 - Club Rental Fees
 - Driving Range Ball Bucket Fees
 - o Tournament Fees
 - Player Pass Fees
 - Remove Power Cart Twilight Rate

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Ordinance 24-11 with staff recommended changes.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu Yes Councilman Whetstone Yes

MINUTES OF COUNCIL REGULAR MEETING APRIL 2, 2024 -13-

Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

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 REGULAR MEETING OF TUESDAY, APRIL 2, 2024 WAS ADJOURNED AT 6:45 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, April 2, 2024.

Nichole Camac, CMC City Recorder 24-53: Approve a Memorandum of Understanding to...

ITEM: <u>SLCO Children's Justice Center</u> FISCAL IMPACT: <u>NA</u> FUNDING SOURCE: <u>NA</u>

ISSUE:

A resolution ratifying the Memorandum of Understanding between West Valley City and Salt Lake County for maintaining best practices in using the multidisciplinary teamwork approach to physical and sexual child abuse investigations.

SYNOPSIS:

The Salt Lake County Children's Justice Center (CJC) is required to maintain a Memorandum of Understanding (MOU) with Allied Agencies to comply with Utah law and to meet the Accreditation Standards of the National Children's Alliance. Failure to maintain this agreement would negatively impact the funding awarded to the CJC from state and federal sources.

The first agreement was signed with 6 Allied Agencies in 2013. It was renewed again in 2016 due to changes in leadership. In 2019, updates were made to the MOU due to changes in agency leadership in the previous year. The current request to update the MOU is based on a 5-year commitment and merely makes minor adjustments to a few definitions within the MOU.

As an allied agency, West Valley City Police commit to continual use of the Children's Justice Center to coordinate child abuse investigations, conduct the child victim interviews at the CJC, and participate in team staffing to review the investigative and child protection process.

RECOMMENDATION:

It is recommended that the Council approve the agreement to continue in partnership with the Salt Lake County Children's Justice Center (CJC).

<u>SUBMITTED:</u> Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO.

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING ("MOU") TO SUPPORT THE CHILDREN'S JUSTICE CENTER.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act," provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, the City previously entered into a Memorandum of Understanding with Salt Lake County concerning their operation of the nonprofit Children's Justice Center ("CJC"); and

WHEREAS, the CJC has as a purpose to provide a comprehensive, multidisciplinary, nonprofit, intergovernmental response to sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or a critical witness in Salt Lake County; and

WHEREAS, a renewed Memorandum of Understanding (the "MOU") has been prepared by and between the City and various entities within Salt Lake County to support the mission of the Children's Justice Center; and

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

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

PASSED, APPROVED, AND MADE EFFECTIVE this _____ day

of_____, 2024.

WEST VALLEY CITY

ATTEST:

MAYOR

CITY RECORDER

In accordance with Utah Code Annotated, Title 67, Chapter 5b, the State of Utah has established a statewide program that provides a comprehensive, multidisciplinary, and intergovernmental response to child abuse victims in a facility known as a Children's Justice Center.

This Memorandum of Understanding for the Salt Lake County Children's Justice Center (hereinafter referred to as "Center") is executed by and among the following agencies:

Salt Lake County Government Salt Lake County District Attorney Office Salt Lake County Survivor and Victim Services Salt Lake County Children's Justice Center

Cottonwood Heights Police Department Draper City Police Department Granite School District Police Department Herriman City Police Department Murray City Police Department **Riverton City Police Department** Salt Lake City Police Department Sandy City Police Department Bluffdale City (Contracting with Saratoga Springs Police Department for law enforcement services) South Jordan Police Department South Salt Lake Police Department **Taylorsville Police Department** Unified Police Department West Jordan City Police Department West Valley City Police Department

Division of Child and Family Services Utah Attorney General's Office Utah Guardian ad Litem Primary Children's Hospital (IHC Health Services, Inc.) Multicultural Counseling Center

WHEREAS, in conjunction with the attorney general, the Center shall:

- a. Coordinate the activities of the public agencies involved in the investigation and prosecution of child abuse cases and the delivery of services to child abuse victims and child abuse victims' families;
- b. Provide a neutral, child-friendly program, where interviews are conducted and services are provided to facilitate the effective and appropriate disposition of child abuse cases in juvenile, civil, and criminal court proceedings;

- c. Facilitate a process for interviews of child abuse victims to be conducted in a professional and neutral manner;
- d. Obtain reliable and admissible information that can be used effectively in child abuse cases in the state;
- e. Maintain a multidisciplinary team that includes representatives of public agencies involved in the investigation and prosecution of child abuse cases and in the delivery of services to child abuse victims and child abuse victims' families;
- f. Hold regularly scheduled case reviews with the multidisciplinary team;
- g. Coordinate and track investigation of the alleged offense and preparation of prosecution;
- h. Maintain a working protocol that addresses the Center's procedures for conducting forensic interviews and case reviews, and for ensuring a child abuse victim's access to medical and mental health services;
- i. Maintain a system to track the status of cases and the provision of services to child abuse victims and child abuse victims' families;
- j. Provide training for professionals involved in the investigation and prosecution of child abuse cases and in the provision of related treatment and services;
- k. Enhance community understanding of child abuse cases; and
- 1. Provide as many services as possible that are required for the thorough and effective investigation of child abuse cases.

WHEREAS, the parties recognize that:

- 1. Child abuse is a community problem that causes devastating damage to individual children, their families, and the communities in which they live,
- 2. No single agency, individual, or discipline has all the knowledge, skills and resources to provide assistance needed by abused children and their families,
- 3. The combined wisdom, experience, professional knowledge and continued training of prosecutors, child protective services, law enforcement, medical and mental health professionals, and others will significantly enhance the effectiveness of the investigation, prosecution and treatment of victims of child abuse and their families.

THEREFORE, the parties agree to cooperate in:

- 1. Maintaining a comprehensive and collaborative multidisciplinary team response to victims of child abuse;
- 2. Reducing, to the greatest extent possible, the number of interviews required of a victim of child abuse to minimize the negative impact of the investigation of the child; and
- 3. Developing, maintaining, and supporting, through the center, an environment that emphasizes the best interest of children.

This agreement is not intended to create any additional liability to the parties not currently provided by law. This agreement does not create a separate entity.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding and is

effective for (5) five years as of:

Agency Name	Salt Lake County Government
Address	2001 South State Street
City State Zip	Salt Lake City, Utah 84190

Mayor Jenny Wilson or Designee Salt Lake County Government

Agency Name	Salt Lake County District Attorney Office
Address	35 East 500 South
City State Zip	Salt Lake City, Utah 84111

Sim Gill, District Attorney Salt Lake County District Attorney Office

Agency Name	Survivor and Victim Services
Address	35 East 500 South
City State Zip	Salt Lake City, Utah 84111

Asha Parekh, Division Director Survivor and Victim Services

Agency Name	Salt Lake County Children's Justice Centers
Address 1	CJC North – 35 East 500 South, Salt Lake City, Utah 84111
Address 2	CJC South – 8282 South 2200 West, West Jordan, Utah 84088

Dustin Schumacher, Manager Salt Lake County Children's Justice Center

Agency Name	Cottonwood Heights Police Department
Address	2277 Bengal Boulevard
City State Zip	Cottonwood Heights, Utah 84121

Mayor Mike Weichers or Designee Cottonwood Heights

Agency Name	Draper City Police Department
Address	1020 East Pioneer Road
City State Zip	Draper, Utah 84020

Mayor Troy Walker or Designee Draper City

Agency Name	Granite School District Police Department
Address	2500 South State Street
City State Zip	South Salt Lake City, Utah 84115

Superintendent Richard Nye or Designee Granite School District

Agency Name	Herriman City Police Department
Address	5355 West Herriman Main Street
City State Zip	Herriman, Utah 84096

Mayor Lorin Palmer or Designee Herriman City Police Department

Agency Name	Murray City Police Department
Address	5025 South State Street
City State Zip	Murray, Utah 84107

Mayor Brett Hales or Designee Murray City

Agency Name	Riverton City Police Department
Address	12810 South Redwood Road
City State Zip	Riverton, Utah 84065

Mayor Trent Staggs or designee Riverton City

Agency Name	Salt Lake City Police Department
Address	475 South 300 East
City State Zip	Salt Lake City, Utah 84114

Mayor Erin Mendenhall or designee Salt Lake City

Agency Name	Sandy City Police Department
Address	10000 Centennial Parkway, #111
City State Zip	Sandy, Utah 84070

Mayor Monica Zoltanski or Designee Sandy City

Agency Name	Bluffdale City - Contracting with Saratoga Springs Police Department to
	perform law enforcement services
Address	2222 West 14400 South
City State Zip	Bluffdale, Utah 84065-5248

Mayor Natalie Hall or designee Bluffdale City

Agency Name	South Jordan Police Department
Address	10655 South Redwood Road
City State Zip	South Jordan, Utah 84065

Mayor Dawn Ramsey or Designee South Jordan City

Agency Name	South Salt Lake Police Department
Address	2835 S. Main Street
City State Zip	Salt Lake City, Utah 84115

Mayor Cherie Wood or Designee South Salt Lake City

Agency Name	State Bureau of Investigation
Address	4501 South 2700 West, 2 nd Floor
City State Zip	Salt Lake City, Utah 84129

Commissioner Jess Anderson or designee State Bureau of Investigation Utah Department of Public Safety

Agency Name	Taylorsville Police Department
Address	2600 Taylorsville Boulevard
City State Zip	Taylorsville, Utah 84129

Visti S. Onexer

3/6/2024 Date

Mayor Kristie Overson or Designee Taylorsville City

ATTEST:

Jamie Brooks City Recorder



Agency Name	Unified Police Department
Address	3365 South 900 West
City State Zip	South Salt Lake, Utah 84119

Sheriff Rosie Rivera or designee Unified Police Department Date

ATTEST:

Jamie Brooks Cante ador

Agency Name	University of Utah Department of Public Safety
Address	1658 East 500 South
City State Zip	Salt Lake City, Utah 84112

Date

Keith Squires, Chief Public Safety Officer, Director of Public Safety Or Designee University of Utah

3 Page 23 of 30

Agency Name	West Jordan City Police Department
Address	8040 South Redwood Road
City State Zip	West Jordan, Utah 84088

Mayor Dirk Burton or Designee West Jordan City

Agency Name	West Valley City Police Department
Address	377 Market Street
City State Zip	West Valley City, Utah 84119

Mayor Karen Lang or Designee West Valley City Date

Approved as to form 3/20/2024 Brandon Hill

Agency Name	Division of Child and Family Services
Address	195 North 1950 West
City State Zip	Salt Lake City, Utah 84116

Tracy Gruber, Executive Director Division of Child and Family Services Department of Health and Human Services

Agency Name	Utah Attorney General's Office
Address	350 North State Street, Suite #230
City State Zip	Salt Lake City, Utah 84123

Carol Verdoia, Assistant Attorney General, Division Director Or designee Utah Attorney General's Office

Agency Name	Utah Guardian Ad Litem
Address	450 South State Street
City State Zip	Salt Lake City, Utah 84114

Stacy Snyder, Director or Designee Utah Guardian Ad Litem

Agency Name	Primary Children's Hospital
Address	100 Mario Capecchi Drive
City State Zip	Salt Lake City, Utah 84113

Katy Welkie, VP Children's Health/CEO PCH Primary Children's Hospital (IHC Health Services, Inc.)

Agency Name	Multicultural Counseling Center
Address	7625 South 3200 West, Suite 2
City State Zip	West Jordan, Utah 84084

Gina Toledo, Executive Director

Item #: Fiscal Impact: Funding Source: Account #: Budget Opening Required:

 Not to exceed: \$41,839.00

 Sanitation Fees

 27-7560-40480-00000-0000

 No

ISSUE:

Authorization to purchase garbage cans.

SYNOPSIS:

The purchase of garbage containers from Toter (Wastequip), through OMNIA Partners purchasing coop, for use in residential curbside waste collection.

BACKGROUND:

The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans and to replace damaged cans.

The pricing for the containers is based upon a bid award to other government entities and the containers are procured through OMNIA Partners, a national purchasing organization. The bids obtained through this organization enable the City to benefit from very competitively priced bids from another government agency, satisfying the City's procurement requirements.

This resolution authorizes the purchase of 624 garbage containers.

<u>RECOMMENDATION</u>:

Authorize the Public Works Department to spend \$41,839.00 to purchase garbage containers.

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO.

A RESOLUTION APPROVING THE PURCHASE OF GARBAGE CANS FROM WASTEQUIP.

WHEREAS, West Valley City wishes to purchase new garbage cans to replace aging and unusable cans; and

WHEREAS, Wastequip has been awarded a contract through an interlocal purchasing cooperative to supply said products; and

WHEREAS, the price awarded to Wastequip is within price parameters and meets the City's needs; 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 purchase said products.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase garbage cans from Wastequip for an amount not to exceed \$41,839.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Sell To:

1661 Frontera Rd, Del Rio, TX, 78840 PHONE: 800-424-0422 FAX: 833-930-1124 WQ-10307031

Contact Name Bill To Name Bill To Email Phone	Paul Love City of West Valley City 2855 S 3600 W West Valley City, UT 84119-1644 USA paul.love@wvc-ut.gov (801) 963-3379	Ship To Name Ship To Quick Ship	City of West Valley City 2805 S 3600 W West Valley City, UT 84119 USA			
Quote Information	on					
Salesperson	Steve Ortmayer	Created Date	3/25/2024			
Salesperson Emai	l sortmayer@wastequip.com	Expiration Date	4/9/2024			
Salesperson Phon	e 720-387-6696	Quote Number	WQ-10307031 Please Reference Quote Number on all Purchase Orders			

Product	Product Description	Description	Selected Optio	n	Quantity	Sales Price	Total Price
**Plastics - 79296 - OMNIA	Model 79296 - Toter 96 Gallon EVR Il Universal/Nestable Cart-OMNIA	Omnia Cart - \$59.85 BHS - \$0.50 Total - \$60.35 Cart stacks to be bagged at the factory	59.85(Existing) in WhiteHS - \$0.50Wheels - 10in Snap-onotal - \$60.35Customer Serial NumbStamped on Front of Carart stacks to beWhiteagged at the2/3 Assembled with Lice		624.00	\$60.35	\$37,658.40
Payment TermsNet 30 Days if credit has been estShipping TermsFOB Origin		stablished	Subtotal Shipping Tax Grand Total	\$37,658.40 \$4,180.60 \$0.00 \$41,839.00			

Special Instructions

Special Instructions Please ensure the cart stacks are bagged at warehouse for transit. Some past orders we have not done this.

Shipping Details	ils	
Shipping Instructions	Please ensure the cart stacks are bagged at warehouse for transit. Some past orders we have not done the	is.
Additional Inform	ormation 48 Page 3 of 4	

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is



1661 Frontera Rd, Del Rio, TX, 78840 PHONE: 800-424-0422 FAX: 833-930-1124 WQ-10307031

	expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms"") located at: <u>https://www.wastequip.com/terms-conditions-sale</u> , as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.			
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.			
Special Contract Information	Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 226024-2 as awarded by the City of Tucson on 06-15-2023. Per the terms of this contract, pricing and products are evaluated per this contract based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 6-15-2023 through 6-14-2024 (then current freight applied at time of each order). Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.			
Signatures				
Accepted By:				
Company Name:				
Date: _				
Purchase Order:				
Please Reference	Quote Number on all Purchase Orders			

Item #:	
Fiscal Impact:	\$270.80 (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 Temporary Construction Easement.

SYNOPSIS:

Rachelle L. Sierra has signed a Real Estate Purchase Contract and has agreed to sign a Temporary Construction Easement for property located at 2765 West 3650 South (15-33-179-002).

BACKGROUND:

The Rachelle L. Sierra parcel located at 2765 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 temporary construction easement is \$4000.00 and was based upon an administrative compensation estimate prepared by HDR Engineering, Inc.

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 \$270.80.

<u>RECOMMENDATION</u>:

Accept Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract. 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 TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RACHELLE SIERRA FOR PROPERTY LOCATED AT 2765 WEST 3650 SOUTH.

WHEREAS, Rachelle Sierra (herein "Owner") has entered into a Real Estate Purchase Contract for property located at 2765 West 3650 South that is affected by the Lancer Way Reconstruction Project (herein "Project"); and

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

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

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 130:E

Project Location: 3650 South; 2700 West to 3200 West Pin No: 18823 Job/Proj No: 55684 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-179-002 Property Address: 2765 West 3650 South WEST VALLEY CITY UT, 84119 Owner's Address: 2765 West 3650 South, WEST VALLEY CITY, UT, 84119 Primary Phone: 801-347-3344 Owner's Home Phone: (801)347-3344 Owner / Grantor (s): Rachelle L. Sierra, a married woman

Owner's Work Phone:

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority. Rachelle L. Sierra, a married woman ("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 130:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$4,000 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): Tree (1) in the amount of \$250.00 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.

ntor's Initials

^{1. &}quot;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): 130:E

Project Location: 3650 South; 2700 West to 3200 West Pin No: 18823 Job/Proj No: 55684 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 15-33-179-002 Property Address: 2765 West 3650 South WEST VALLEY CITY UT, 84119 Owner's Address: 2765 West 3650 South, WEST VALLEY CITY, UT, 84119 Primary Phone: 801-347-3344 Owner's Home Phone: (801)347-3344 Owner / Grantor (s): Rachelle L. Sierra, a married woman

Owner's Work Phone:

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.

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):

West Valley City's Contractor will widen the driveway approach (curb cut and park strip area only) an additional 8 feet to the east.

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

Grantor's Initials



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2215(1)0 Parcel No.(s): 130:E

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: 15-33-179-002 Property Address: 2765 West 3650 South WEST VALLEY CITY UT, 84119 Owner's Address: 2765 West 3650 South, WEST VALLEY CITY, UT, 84119 Owner's Home Phone: (801)347-3344 Primary Phone: 801-347-3344 Owner / Grantor (s): Rachelle L. Sierra, a married woman

Owner's Work Phone:

SIGNATURE PAGE TO WEST VALLEY CITY **REAL ESTATE PURCHASE CONTRACT**

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

services. uthorized gnature(s): OWNER(s) 100% Rael err

Date

WEST VALLEY CITY

Karen Lang, Mayor





West Valley City **REAL ESTATE PURCHASE CONTRACT**

Project No: F-2215(1)0 Parcel No.(s): 130:E

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: 15-33-179-002 Property Address: 2765 West 3650 South WEST VALLEY CITY UT, 84119 Owner's Address: 2765 West 3650 South, WEST VALLEY CITY, UT, 84119 Primary Phone: 801-347-3344 Owner's Home Phone: (801)347-3344 Owner / Grantor (s): Rachelle L. Sierra, a married woman

Owner's Work Phone:

Exhibit A (Attach conveyance documents)



EXHIBIT A

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	15-33-179-002
PIN No.	18823
Project No.	F-2215(1)0
Parcel No.	2215:130:E

<u>Rachelle L. Sierra, a married woman</u>, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the <u>UTAH DEPARTMENT OF TRANSPORTATION</u>, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of <u>TEN (\$10.00) Dollars</u>, 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 known as Lot 533 and the easterly 20 feet of Lot 534 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 of the Salt Lake County Recorder's Office, in the SE1/4 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 the northeast corner of said Lot 533 in the existing southerly right of way line of said Lancer Way (3650 South Street); and running thence South 6.00 feet along the easterly boundary line of said entire tract; thence S.89°53'30"W. 13.09 feet; thence S.00°06'30"E. 4.00 feet; thence S.89°53'30"W. 26.00 feet; thence N.00°06'30"W. 4.00 feet; thence S.89°53'30"W. 22.00 feet; thence S.89°53'30"W. 28.93 feet to the westerly boundary line of said entire tract; thence S.89°53'30"W. 28.93 feet to the westerly boundary line of said entire tract; thence N.01°06'30"E. 90.00 feet along said southerly right of way line to the point of beginning. The above described easement contains 832 square feet or 0.019 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

Continued on Page 2 INDIVIDUAL RW-09 (11-01-03)



On this _____ day of ______, in the year 20____, before me personally appeared, <u>Rachelle L. Sierra, a married woman</u>, 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

Salt Lake County

15-33-179-002
18823
F-2215(1)0
2215:130:E

<u>Rachelle L. Sierra, a married woman</u>, Grantor(s), of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the <u>UTAH DEPARTMENT OF TRANSPORTATION</u>, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of <u>TEN (\$10.00) Dollars</u>, 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 known as Lot 533 and the easterly 20 feet of Lot 534 of Wright Subdivision Addition No. 5 recorded as Entry No. 1455443 of the Salt Lake County **Recorder's Office**, in the SE1/4 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 the northeast corner of said Lot 533 in the existing southerly right of way line of said Lancer Way (3650 South Street); and running thence South 6.00 feet along the easterly boundary line of said entire tract; thence S.89°53'30"W. 13.09 feet; thence S.00°06'30"E. 4.00 feet; thence S.89°53'30"W. 26.00 feet; thence N.00°06'30"W. 4.00 feet; thence S.89°53'30"W. 22.00 feet; thence S.89°53'30"W. 26.00 feet; thence S.89°53'30"W. 28.93 feet to the westerly boundary line of said entire tract; thence North 12.50 feet along said westerly boundary line to the northwest corner of said entire tract; thence N.89°53'30"E. 90.00 feet along said southerly right of way line to the point of beginning. The above described easement contains 832 square feet or 0.019 acre in area, more or less.

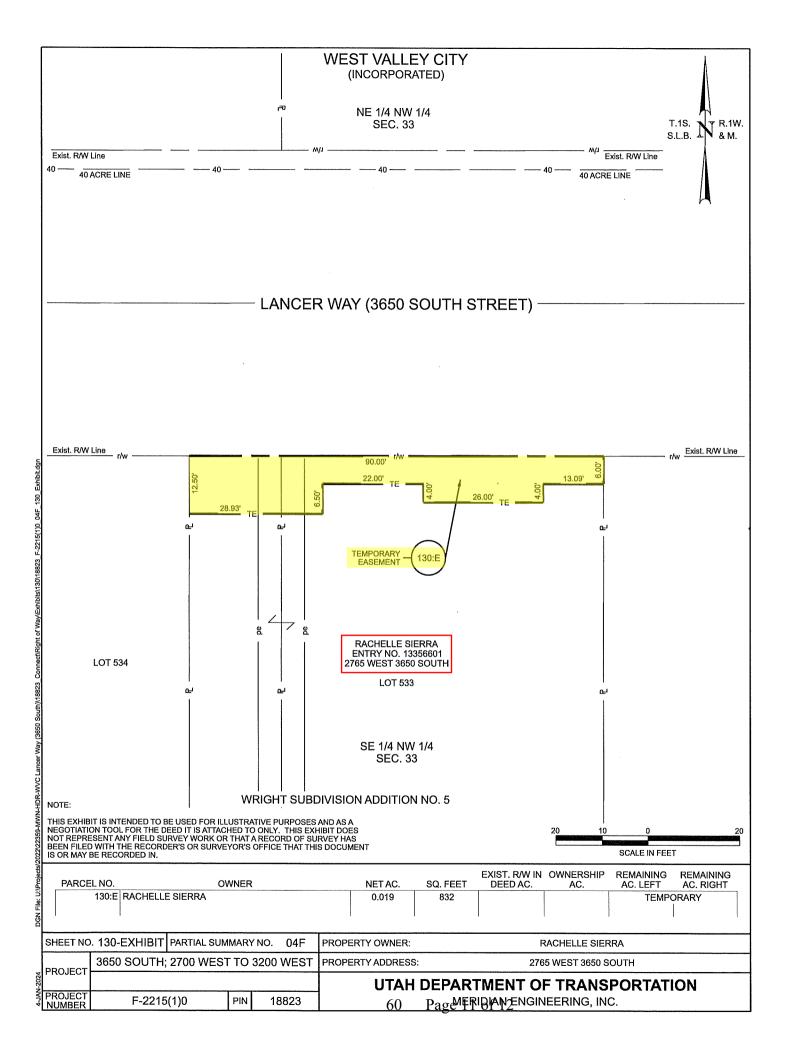
(Note: Rotate all bearings in the above description 00°02'23" clockwise to obtain highway bearings.)

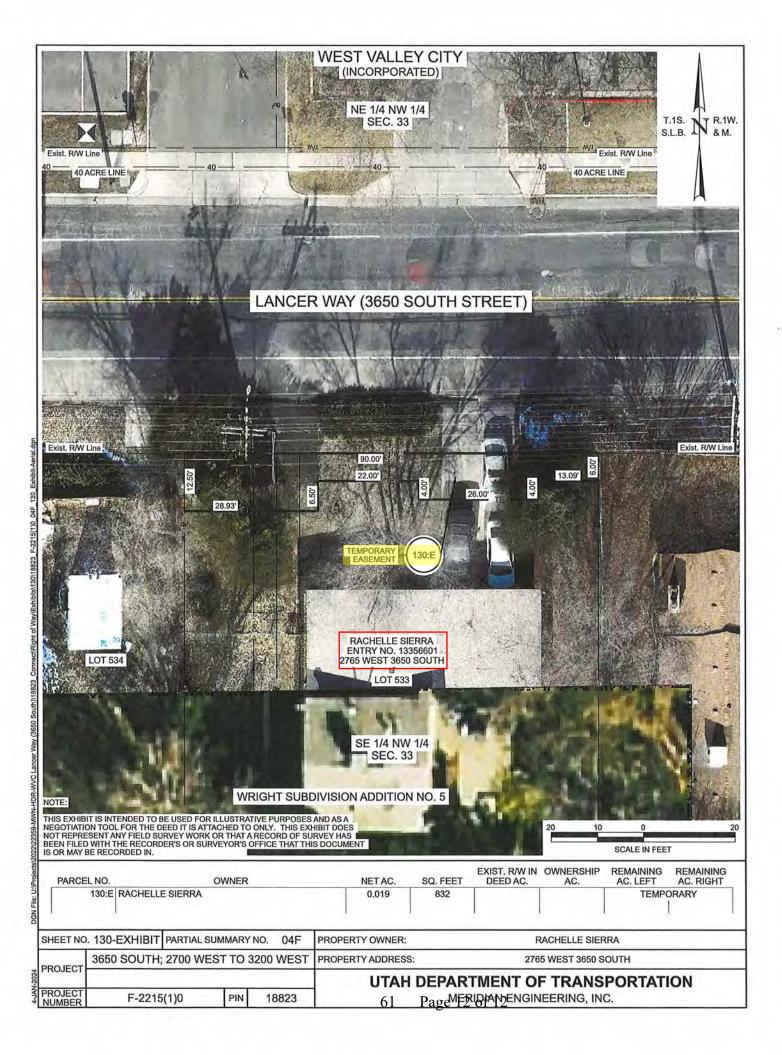
Page 2	PIN No. Project No. Parcel No.	18823 F-2215(1)0 2215:130:E

STATE OF _____) _____) ss. Rachelle L. Sierra) COUNTY OF _____)

On this ______ day of ______, in the year 20_____, before me personally appeared, <u>Rachelle L. Sierra, a married woman</u>, 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





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

ISSUE:

A resolution for the acceptance of a Warranty Deed.

SYNOPSIS:

The New Life Center United Pentecostal Church has signed a Warranty Deed for property located at 3885 West 4100 South (portion of 21-05-102-017) for additional 4100 South right-of-way.

BACKGROUND:

The New Life Center United Pentecostal Church property is located on the southeast corner of 4100 South and 3920 West. As a condition of approval for a building permit for an additional building on the property, conveyance of additional 4100 South right of way was required to accommodate an existing pedestrian ramp on the northwest corner of the property.

<u>RECOMMENDATION</u>:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO.

A RESOLUTION ACCEPTING A WARRANTY DEED FROM THE NEW LIFE CENTER UNITED PENTECOSTAL CHURCH FOR PROPERTY LOCATED AT 3885 WEST 4100 SOUTH.

WHEREAS, the New Life Center United Pentecostal Church ("Owner") is developing property located at 3885 West 4100 South (the "Project"); and

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

WHEREAS, Owner has executed said Deed; and

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

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

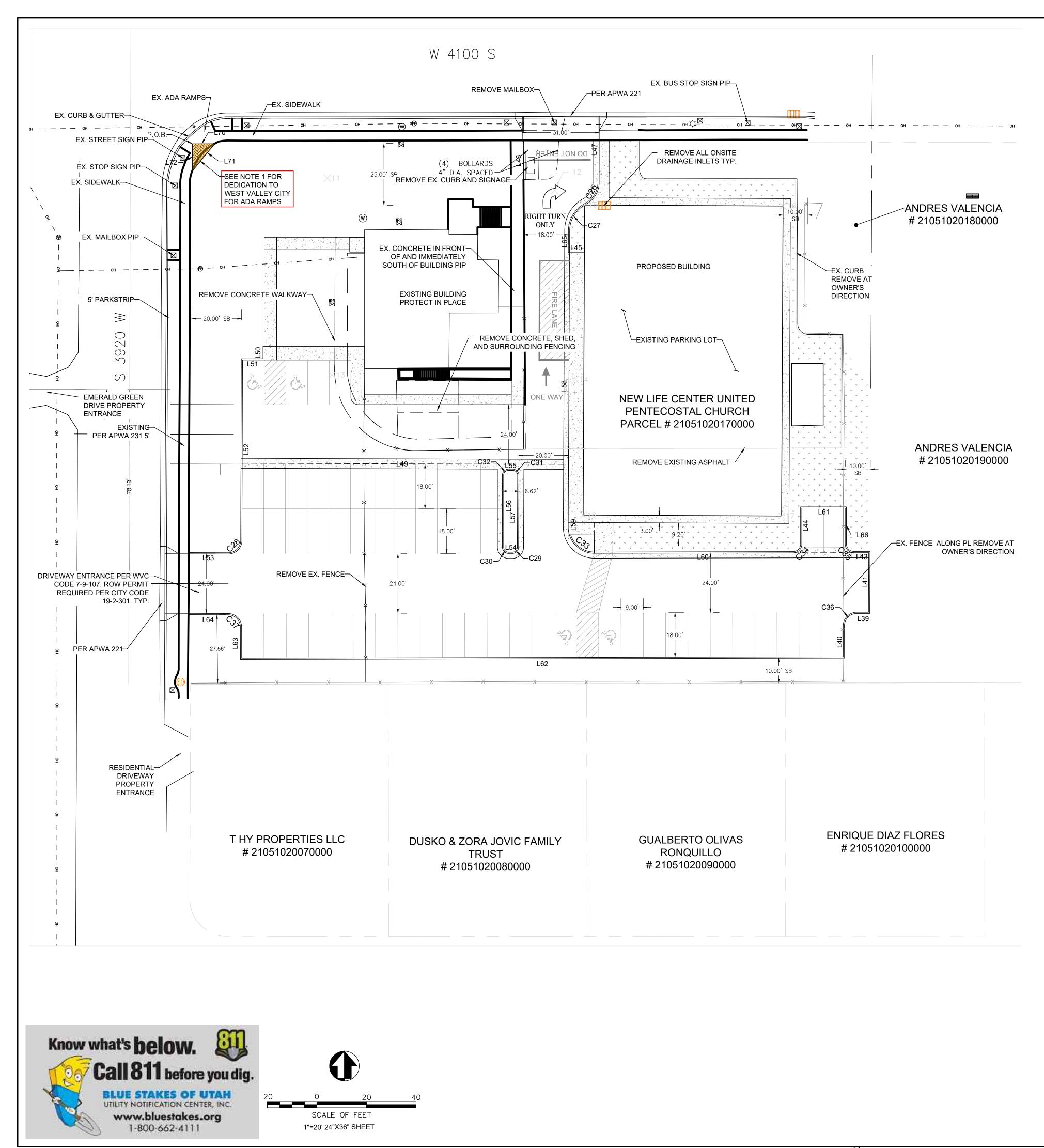
PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



ALL SITE CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK BEING PERFORMED. DO NOT BUILD ANY PART OF THE NEW BUILDING OR STRUCTURAL FILL UNDER NEW BUILDING PER THESE PLANS.

ALL REFERENCES ARE FROM BACK OF CURB UNLESS NOTED.

PARKING 50 PARKING STALLS 4 ACCESSIBLE STALLS 54 TOTAL STALLS

	LINE TABLE					
Ŀ	LENGTH	BEARING				
	11.00	S0° 06' 35"W				
	14.24	N39° 18' 40"E				
	8.86	S89° 53' 26"W				
	130.12	N89° 47' 58"W				
	1.66	N90° 00' 00"E				
	1.52	N90° 00' 00"E				
	16.33	N0° 07' 58"E				
	8.75	N90° 00' 00"W				
	5.00	N0° 00' 00"E				
	29.10	N0° 16' 32"E				
	6.50	N90° 00' 00"E				
	1.90	S0° 16' 32"W				
	8.80	N0° 16' 32"E				
	26.65	N0° 07' 58"E				
	29.17	S0° 00' 00"E				
	14.99	N0° 00' 00"E				
	72.71	S89° 52' 25"W				
	15.05	S0° 00' 00"E				
	18.50	N90° 00' 00"W				
	6.50	S89° 52' 25"W				

LINE # L41 L52 L62 L63 L64 L53 L39 L40 L58

NOTE 1:

A TRACT OF LAND BEING PART OF AN ENTIRE TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING NORTH 89°53'25" EAST 566.93 FEET AND SOUTH 00°06'35" EAST 53.00 FEET FROM THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'25" EAST 9.00 FEET ALONG THE NORTHERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE SOUTH 39°18'40" WEST 14.24 FEET TO THE WESTERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE NORTH 00°06'35" EAST 11.00 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING. CONTAINING 50 SQUARE FEET.





west jordan, utah 84088 www.altarchitecture-ut.com

ANDY TONGISH 801-865-0633

20

ò

Т

EST

Т

UTI

 \sim

8

 \geq

3885

 \square

<

				_				
				POINTS TABLE				
	LINE TA	BLE					1	
#	LENGTH	BEARING			Point #	Northing	Easting	Description
	25.00	N0° 16' 33"E			14	7417419.65	1506176.81	СР
	73.24	S0° 12' 02"W			12	7417495.82	1506168.53	СР
	243.60	S89° 52' 25"W			11	7417500.84	1506076.80	СР
	13.05	N0° 07' 35"W			13	7417421.48	1506078.71	СР
	15.95	N89° 47' 58"W			18	7417365.00	1506179.98	BLD
	15.95	N89° 47' 58"W			17	7417364.61	1506259.98	BLD
	5.22	S89° 52' 25"W			16	7417489.61	1506260.58	BLD
	13.00	N0° 07' 35"W			15	7417490.00	1506180.58	BLD
	108.80	N0° 16' 32"E						
				CURVE	TABLE			
		i		1	1			1

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C34	4.71	3.00	89.87	S44° 56' 12"W	4.24
C35	4.72	3.00	90.13	N45° 03' 47"W	4.25
C28	7.85	5.00	90.00	N45° 12' 02"E	7.07
C37	7.83	5.00	89.67	N44° 57' 47"W	7.05
C36	7.85	5.00	90.00	S44° 52' 25"W	7.07
C32	3.14	2.00	90.00	S45°00'00"W	2.83
C30	3.14	2.00	90.00	S45°00'00"E	2.83
C33	12.63	10.00	72.34	S53° 57' 20"E	11.80
C26	10.34	10.00	59.22	N29° 44' 40"E	9.88
C27	12.37	12.00	59.08	N29° 48' 57"E	11.83
C29	3.13	2.00	89.72	N45° 08' 16"E	2.82
C31	3.15	2.00	90.28	N44° 51' 44"W	2.84

TOTAL PROJECT DISTURBANCE AREA IS 0.95 ACRES.

NOTE 2:

NEW LIFE CENTER UPC **CIVIL SITE DRAWINGS** NEW LIFE CENTER PROJECT CLIENT TITLE REVISIONS NO. DATE DESCRIPTION

ISSUED:	01-26-2024
PROJECT #:	08723
DRAWN BY:	EP
CHECKED BY:	JDH

SHEET

