The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, August 13, 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. July 23, 2024

4. Review Agenda for Regular Meeting of August 13, 2024

   A. Regular Meeting Agenda

5. Public Hearings Scheduled For August 20, 2024

   A. Accept Public Input Regarding Application GPZ-3-2024, Filed by Home By C.W. Urban, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and a General Plan Change from Large Lot Residential to Small Lot Residential for Property Located at 5990 West 3500 South on 3.08 Acres

   Action: Consider Ordinance 24-32, Amend the General Plan to Show a Change of Land Use from Large Lot Residential to Small Lot Residential for Property Located at

- 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.

5990 West 3500 South

Action: Consider Ordinance 24-33, Amend the Zoning Map to Show a Change of Zone for Property Located at 5990 West 3500 South from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet)

Action: Consider Resolution 24-124, Authorize the City to Enter Into a Development Agreement with CW Urban, LLC for Approximately 3.08 Acres of Property Located at Approximately 5990 West 3500 South

6. Resolutions:

A. 24-125: Authorize the City to Enter Into a Memorandum of Understanding with the Utah Attorney General

B. 24-126: Approve a Subrecipient Agreement to Participate in a Consortium to Receive Home Investment Partnership Funds

C. 24-127: Authorize the Execution of an Interlocal Cooperation Agreement With Salt Lake County for Access to Aerial Imagery

D. 24-128: Award a Contract to Alta Excavation LLC For the Kiowa Way Storm Drain Project

E. 24-129: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation

7. Authorize Consent Agenda for Regular Meeting of August 20, 2024

8. Communications:

   A. Station Area Plan Project Introduction (15 min)

   B. Council Calendar

9. New Business:

   A. Potential Future Agenda Items

   B. Council Reports

   C. Review Agenda for Special Redevelopment Agency Meeting Scheduled August 20, 2024

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL STUDY MEETING – JULY 23, 2024
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JUNE 25, 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 *(electronically)*
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

ABSENT:

Scott Harmon, Councilmember District 2

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Ken Cushing, IT *(electronically)*
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 16, 2024
The Council considered the Minutes of the Study Meeting held July 16, 2024. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Study Meeting held July 16, 2024. Councilmember Fitisemanu seconded the motion.

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF JULY 23, 2024

Nichole Camac, City Recorder, noted that the language specifying "non-controversial" has been stricken from the ordinance change as requested by Councilmember Harmon.

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 AUGUST 13, 2024

A. **ACCEPT PUBLIC INPUT REGARDING THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR 2024-2025**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 13, 2024, in order for the City Council to hear and consider public comments regarding the Budget of West Valley City for the Fiscal Year 2024-2025

Proposed Resolution 24-123 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: RESOLUTION NO. 24-123, ADOPT A FINAL BUDGET; MAKE APPROPRIATIONS FOR THE SUPPORT OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025; AND DETERMINE THE RATE OF TAX AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN WEST VALLEY CITY, UTAH, TAXABLE BY LAW FOR THE YEAR 2024

Jim Welch, Finance Director, discussed proposed Resolution 24-123 that would adopt a Final Budget; Make Appropriations for the Support of West Valley City for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025; and Determine the Rate of Tax and Levying Taxes Upon All Real and Personal Property Within West Valley City, Utah, Taxable By Law for the Year 2024.

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

> This resolution adopts the final budget for West Valley City for the 2024-2025 fiscal year and sets a date for public comment at a hearing to be held on August 13, 2024.

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West Valley City will adopt a final budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment before the final adoption of this tentative budget for FY 2024-2025.

Councilmember Fitisemanu asked how the amount of this levy compares to previous years. Jim replied that the amount can fluctuate significantly but this is a fairly average amount. Councilmember Fitisemanu asked if private property owners have the same ability to appeal. Jim replied yes but noted that they may not have the same benefit.

The City Council will consider Resolution 24-123 at the Regular Council Meeting scheduled August 13, 2024 at 6:30 P.M.

PUBLIC HEARINGS SCHEDULED FOR AUGUST 20, 2024

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-3-2024, FILED BY HOME BY C.W. URBAN, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) AND A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL TO SMALL LOT RESIDENTIAL FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH ON 3.08 ACRES**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled August 20, 2024, in order for the City Council to hear and consider public comments regarding Application GPZ-3-2024, Filed by Home By C.W. Urban, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) and a General Plan Change from Large Lot Residential to Small Lot Residential for Property Located at 5990 West 3500 South on 3.08 Acres.

Proposed Ordinances 24-32, 24-33, and Resolution 24-124 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 24-32, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO SMALL LOT RESIDENTIAL FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH

Steve Pastorik, CED, discussed proposed Ordinance 24-32 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential to Small Lot Residential for Property Located at 5990 West 3500 South.

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

> Home by C.W. Urban has submitted a General Plan/zone change application for all of one parcel and a portion of two parcels totaling 3.08 acres located at 5990 West 3500 South. The western most parcel is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and the other two parcels are zoned A (Agriculture, minimum lot size ½ acre). The General Plan designation on all of the subject property is Large Lot Residential (2 to 3 units/acre). The proposed zone for the 1.59-acre property currently zoned A is R-1-8. The proposed General Plan designation is Small Lot Residential (4 to 7 units/acre).
>
> The applicant is proposing to develop a 15-lot planned unit development (PUD) of single unit dwellings. The proposed density is 4.9 units/acre. The concept plan shows lots that are at least 50 feet wide and range in size from 4,743 square feet to 11,129 square feet with the average being 5,985 square feet. The concept also shows two common area parcels totaling 9,111 square feet. All streets are public as required by the City's ordinance. Included with this issue paper is a letter from the applicant that describes and provides support for this application.

ACTION: ORDINANCE NO. 24-33, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

Steve Pastorik, CED, discussed proposed Ordinance 24-33 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5990 West 3500 South from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet).

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

> Home by C.W. Urban has submitted a General Plan/zone change application for all of one parcel and a portion of two parcels totaling 3.08 acres located at 5990 West 3500 South. The western most parcel is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and the other two parcels are zoned A (Agriculture, minimum lot size ½ acre). The General Plan designation on all of the subject property is

DRAFT

Large Lot Residential (2 to 3 units/acre). The proposed zone for the 1.59-acre property currently zoned A is R-1-8. The proposed General Plan designation is Small Lot Residential (4 to 7 units/acre).

The applicant is proposing to develop a 15-lot planned unit development (PUD) of single unit dwellings. The proposed density is 4.9 units/acre. The concept plan shows lots that are at least 50 feet wide and range in size from 4,743 square feet to 11,129 square feet with the average being 5,985 square feet. The concept also shows two common area parcels totaling 9,111 square feet. All streets are public as required by the City's ordinance. Included with this issue paper is a letter from the applicant that describes and provides support for this application.

ACTION: RESOLUTION NO. 24-124, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CW URBAN, LLC FOR APPROXIMATELY 3.08 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5990 WEST 3500 SOUTH

Steve Pastorik, CED, discussed proposed Resolution 24-124 that would authorize the City to Enter Into a Development Agreement with CW Urban, LLC for Approximately 3.08 Acres of Property Located at Approximately 5990 West 3500 South

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

Chase Freebairn with CW Urban has submitted a General Plan/zone change application (GPZ-4-2024) on 3.08 acres (1.59 acres for the zone change and 3.08 acres for the General Plan change) to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) and to change the General Plan from Large Lot Residential (2 to 3 units per acre) to Small Lot Residential (4 to 7 units per acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

Below is a summary of the standards in the development agreement:

- The number of homes is capped at 15.
- The minimum square footage of finished, above-ground, habitable floor space for homes is 1,968 square feet and all homes shall

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include an unfinished basement.
- A two-car garage is required.
- Homes must be built like the renderings and elevations submitted or alternatives approved by the Planning Commission.
- A list of energy and water efficiency features is included.
- The developer will install the front yard landscaping that will include street trees.
- The developer will install landscaping and a tot lot in the common area.

Mayor Lang expressed concern regarding the small size of some of the proposed lots. She asked what the frontage requirement of a normal lot in the R-1-8 zone is. Steve replied 80 square feet. Mayor Lang asked what the City would be getting as a benefit in replace of larger lots. Steve replied that there are open common areas proposed. Mayor Lang stated that there is a park in the area and noted she would prefer at least a minimum of 8,000 square feet per lot. Councilmember Fitisemanu agreed. Councilmember Whetstone asked if this property was included in recent General Plan amendments. Steve replied that the amendments haven't been formally adopted but noted that this property was not included. Councilmember Nordfelt stated that he agrees with Mayor Lang's comments. He indicated that affordable housing is important but the City already offers more than its fair share. Councilmember Nordfelt stated that larger lots are needed in the City. Councilmember Huynh verified that surrounding properties are primarily zoned 8,000 square feet. Steve replied yes. Councilmember Huynh indicated that the proposed lots are too small.

The City Council will consider Ordinance 24-32, 24-33 and Resolution 24-124 at the Regular Council Meeting scheduled August 20 at 6:30 P.M.

COMMUNICATIONS

A. COUNCIL CALENDAR

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

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

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Councilmember Christensen stated that he spoke with Councilmember Harmon and they would like to discuss reducing the number of Council Meetings per month.

B. COUNCIL REPORTS
COUNCILMEMBER CHRISTENSEN- FARMERS MARKET
Councilmember Christensen stated he attended Farmers Markert which was a good event.

MOTION FOR CLOSED SESSION
Councilmember Fitisemanu moved to adjourn and reconvene in a Closed Session for discussion of disposition of real property. Councilmember Whetstone seconded the motion.

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

Councilmember Fitisemanu	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Absent
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JULY 23, 2024 WAS ADJOURNED AT 4:58 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, July 23, 2024.

_____
Nichole Camac, CMC
City Recorder

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THE WEST VALLEY CITY COUNCIL RECONVENED IN CLOSED SESSION ON TUESDAY, JULY 23, 2024, AT 5:04 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

ABSENT:

Scott Harmon, Councilmember District 2

STAFF PRESENT:

Ifo Pili, City Manager
John Flores, Assistant City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Jonathan Springmeyer, ED Director
Jim Welch, Finance Director

The City Council met in Closed Session and discussed disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE CLOSED SESSION OF JULY 23, 2024 WAS ADJOURNED AT 5:34 P.M. BY MAYOR LANG.

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_____
Nichole Camac – City Recorder

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The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, August 13, 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. July 23, 2024

6. Public Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor,

City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.

7. Public Hearings:

   A. Accept Public Input Regarding the Budget of West Valley City for the Fiscal Year 2024-2025

      Action: Consider Resolution 24-123, Adopt a Final Budget; Make Appropriations for the Support of West Valley City for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025; and Determine the Rate of Tax and Levying Taxes Upon All Real and Personal Property Within West Valley City, Utah, Taxable By Law for the Year 2024

8. Motion for Closed Session (if necessary)

9. Adjourn

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Meadowlands
Budget Opening Required: ☐

ISSUE:

Application: #GPZ-3-2024
Applicant: Home by C.W. Urban
Location: 5990 West 3500 South
Size: 3.08 acres

SYNOPSIS:

Zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and a General Plan change from Large Lot Residential to Small Lot Residential (3.08 acres).

BACKGROUND:

Home by C.W. Urban has submitted a General Plan/zone change application for all of one parcel and a portion of two parcels totaling 3.08 acres located at 5990 West 3500 South. The western most parcel is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and the other two parcels are zoned A (Agriculture, minimum lot size ½ acre). The General Plan designation on all of the subject property is Large Lot Residential (2 to 3 units/acre). The proposed zone for the 1.59-acre property currently zoned A is R-1-8. The proposed General Plan designation is Small Lot Residential (4 to 7 units/acre).

The applicant is proposing to develop a 15-lot planned unit development (PUD) of single unit dwellings. The proposed density is 4.9 units/acre. The concept plan shows lots that are at least 50 feet wide and range in size from 4,743 square feet to 11,129 square feet with the average being 5,985 square feet. The concept also shows two common area parcels totaling 9,111 square feet. All streets are public as required by the City's ordinance. Included with this issue paper is a letter from the applicant that describes and provides support for this application.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 06/17/2024
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO SMALL LOT RESIDENTIAL FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH ON 3.08 ACRES.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed General Plan amendment pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the General Plan be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-3-2024, filed by Home by CW Urban, and located at 5990 West 3500 South within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential to Small Lot Residential. Said property is more particularly described as follows:

Parcel # 14-26-382-034, the north 330’ of parcel 14-26-451-036, and the north 440’ of parcel # 14-26-382-040

SECTION 2. GENERAL PLAN MAP AMENDMENT.

The West Valley City General Plan Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 06/18/2024
Date Adopted:_____
Effective Date:_____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5990 WEST 3500 SOUTH ON 1.59 ACRES FROM ZONE A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

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

SECTION 1. ZONING CHANGE.

The property described in application #GPZ-3-2024, filed by Home by C.W. Urban and located at 5990 West 3500 South is hereby reclassified from zone A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet), said property being more particularly described as follows:

The north 330’ of parcel # 14-26-451-036 and the south 614.5’ of parcel # 14-26-382-040

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:
A resolution authorizing the City to enter into a development agreement with CW Urban, LLC

SYNOPSIS:
This resolution authorizes a development agreement between the City and CW Urban, LLC to establish minimum standards for a PUD at 5990 West 3500 South.

BACKGROUND:
Chase Freebairn with CW Urban has submitted a General Plan/zone change application (GPZ-4-2024) on 3.08 acres (1.59 acres for the zone change and 3.08 acres for the General Plan change) to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) and to change the General Plan from Large Lot Residential (2 to 3 units per acre) to Small Lot Residential (4 to 7 units per acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

Below is a summary of the standards in the development agreement:

- The number of homes is capped at 15.
- The minimum square footage of finished, above-ground, habitable floor space for homes is 1,968 square feet and all homes shall include an unfinished basement.
- A two-car garage is required.
- Homes must be built like the renderings and elevations submitted or alternatives approved by the Planning Commission.
- A list of energy and water efficiency features is included.
- The developer will install the front yard landscaping that will include street trees.
- The developer will install landscaping and a tot lot in the common area.

RECOMMENDATION:
The Planning Commission recommends approval to the City Council.

SUBMITTED BY:
Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CW URBAN, LLC FOR APPROXIMATELY 3.08 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5990 WEST 3500 SOUTH.

WHEREAS, CW Urban, LLC (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 2024, by and between CW Urban, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 5990 West 3500 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 3.08 acres of real property located at approximately 5990 West 3500 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the design conditions set forth in Exhibits "B" and "C", including the right of Developer to develop alternative elevations under paragraphs 5 and 6 of Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. Notwithstanding the foregoing, Developer shall have the right to assign this Development Agreement to (i) a parent, subsidiary or affiliate of Developer, (ii) a successor entity by way of merger or acquisition, or (iii) any entity resulting from (a) a transaction or series of related transactions in which an individual or entity, or group of related individuals or entities (other than an affiliate of Developer), directly or indirectly acquires more than fifty percent (50%) of the outstanding ownership interests in Developer, or (b) a sale, lease or other disposition of (1) all or substantially all of the assets of Developer and/or (2) at least fifty percent (50%) of the direct and indirect subsidiaries of Developer, provided that Developer provides the City with written notice of such assignment, the name and address of the applicable parent, subsidiary or affiliate of Developer, and a copy of the assignment. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	CW Urban, LLC Chase Freebairn 610 North 800 West Centerville, UT 84014
TO CITY:	West Valley City Ifo Pili, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER
CW Urban, LLC,
a Utah limited liability company

By _____:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of CW Urban, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-26-382-034
BEG 1 RD W & 350 FT N FR S 1/4 COR SEC 26 T 1S R 2W SL MER N 416.33 FT W 148.5 FT S 416.33 FT E 148.5 FT TO BEG 1.42 AC M OR L

Portion of Parcel #: 14-26-382-040
The north 440' of parcel # 14-26-382-040.

Portion of Parcel #: 14-26-451-036
The north 330' of parcel # 14-26-451-036.

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of dwellings units shall be 15.

Unit Sizes

2. The minimum square footage of finished, above-ground, habitable floor space for homes shall be at least 1,968 square feet.
3. All homes shall include an unfinished basement.
4. A two-car garage shall be required for all new homes.

Architecture

5. All homes shall be constructed substantially like the renderings and elevations in Exhibit "C" or the alternative elevations described below with the following exception. The exception is that the width of the front of the house excluding the garage shall be at least 15 feet.
6. The Developer may submit alternative elevations for the home plans. The alternative elevations shall be reviewed and approved by the Planning Commission before a building permit is issued for a home with an alternative elevation.
7. Side elevations of homes adjacent to a street shall meet the standards in Table 2 of Subsection of 3b of Section 7-11-211 of the City's Zoning Ordinance.
8. At least 20% of the front façade of each home shall be brick or stone.
9. For all homes with a side or rear façade that faces a street, a masonry wainscot shall be provided on the street facing façade.
10. All homes shall include the following features: low flow plumbing fixtures, LED light bulbs and fixtures, 2 x 6 exterior framing, and 96% efficient furnaces.

Project Amenities/Features

11. The project shall be built in a single phase.
12. The minimum lot width shall be 50 feet.
13. The Developer shall install landscaping in the front yard of all lots. In addition, the Developer shall install landscaping on corner lots in all areas between the sidewalk and the side of the house between the front property line and the rear property line which are visible from the public right-of-way. The standards in Section 7-11-205 and Subsection 2h of Section 7-6-210.5 of the City's Zoning Ordinance shall apply to all Developer installed yard landscaping. Developer installed landscaping shall be installed on each lot within 6 months of closing of that lot.

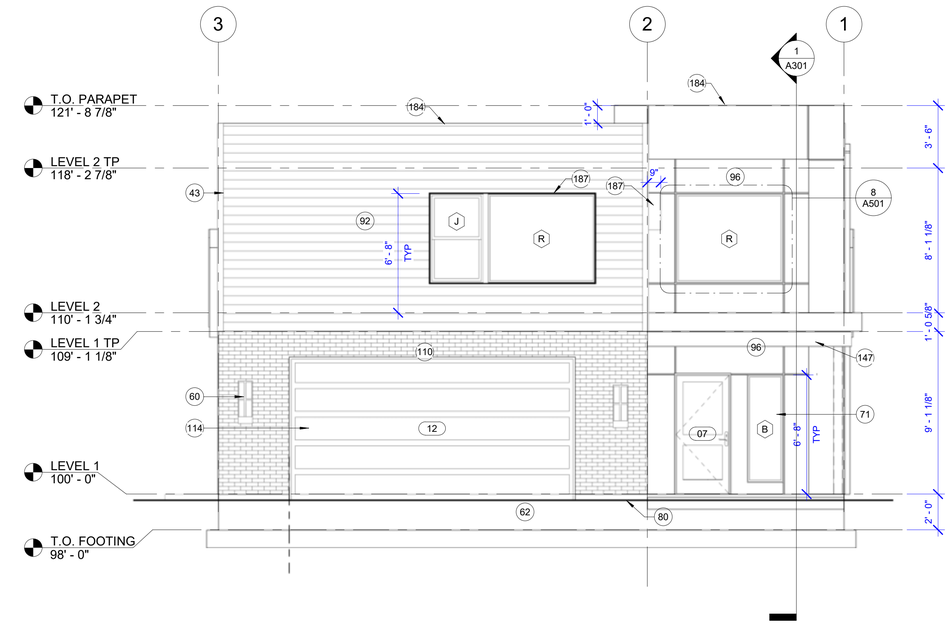
14. The Developer shall provide a detailed street tree plan as part of the subdivision application. Street trees approved as part of the subdivision application shall be included in the Developer installed landscaping.
15. An entry feature shall be included. The details of the entry feature shall be determined during the subdivision review process.
16. The Developer shall provide at least 11 paved parking spaces by installing a 10 foot x 18 foot concrete pad in the 10 foot side yard adjacent to the garage of at least 11 lots. The concrete pad in the 10 foot side yard shall be connected to and accessible from the driveway through concrete.
17. The front yard setbacks shall be 25 feet and the rear yard setbacks shall be 20 feet.
18. Side yard setbacks shall be 10 feet on the garage side and 5 feet on the opposite side. For corner lots, the side yard setback adjacent to the street shall be 20 feet.
19. The Developer shall provide at least 9,100 square feet of common area. The common area shall be landscaped by the Developer, include a tot lot installed by the Developer, and be maintained by the homeowners association.
20. All roads constructed within the project shall be public rights-of-way that meet City standards for a 54-foot-wide right-of-way.
21. The City shall hold the building permit for the last home until the landscaping and amenities in the common area are installed.
22. The Developer shall install a 6-foot-tall vinyl privacy fence along the south and east Property boundaries.

EXHIBIT C

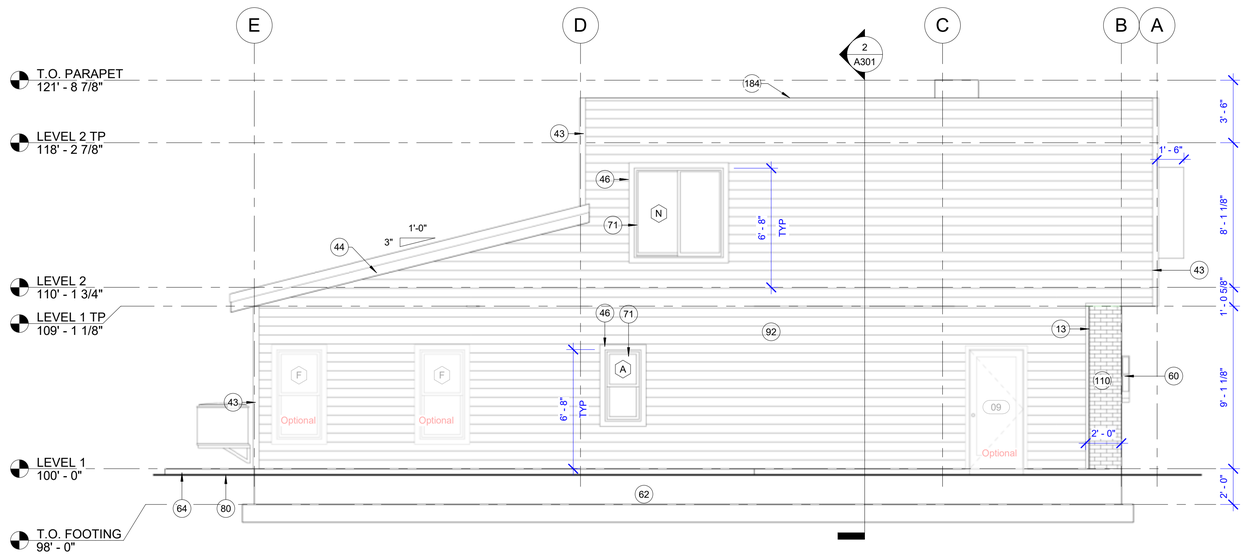








1 Front Elevation
1/4" = 1'-0"



2 Left Elevation
1/4" = 1'-0"

KEYNOTES

13	1.5" TRIM
43	4" CORNER TRIM
44	4" FRIEZE BOARD
46	4" WINDOW / DOOR TRIM
60	COACH LIGHT PER SPEC SHEET
62	CONCRETE FOUNDATION BELOW GRADE
64	CONCRETE PATIO
71	DOUBLE-INSULATED LOW-E WINDOWS
80	FINISH GRADE
92	HARDIE LAP SIDING (7" EXPOSURE)
96	HARDIE SMOOTH FIBER CEMENT SIDING W/REVEALS SHOWN.
110	MASONRY
114	O.H. GARAGE DOOR PER SPEC SHEET
147	STEEL BEAM
184	2" METAL CAP FLASHING
187	LIGHTWEIGHT ALUMINUM WINDOW SHROUD. SEE DETAIL FOR ADDITIONAL INFORMATION.

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C.W. URBAN

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PROJECT
Century I
Farmington, Utah 84025

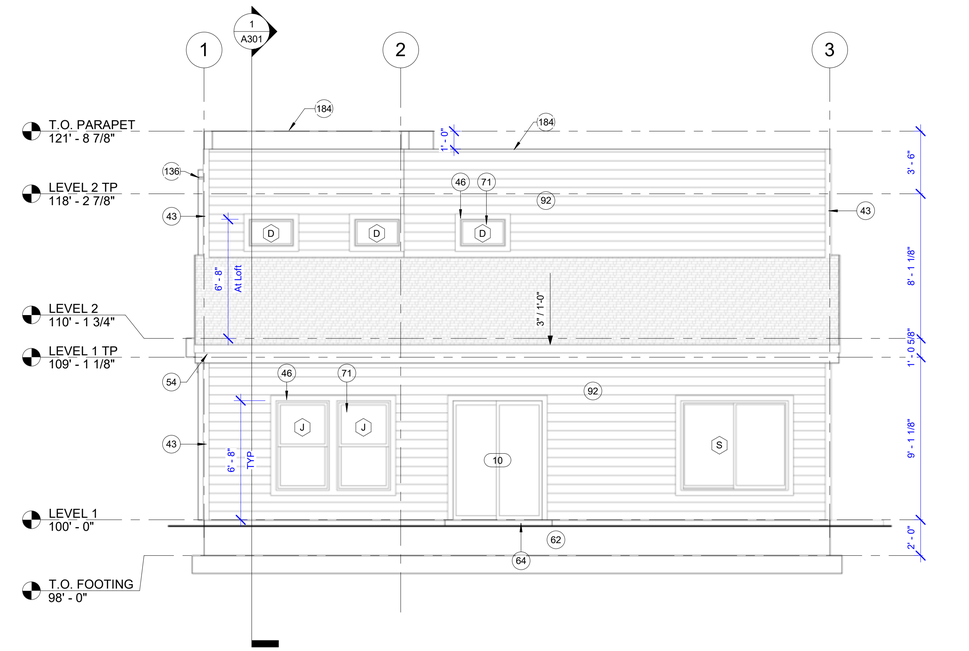
REVISIONS:

TITLE:
Exterior Elevations

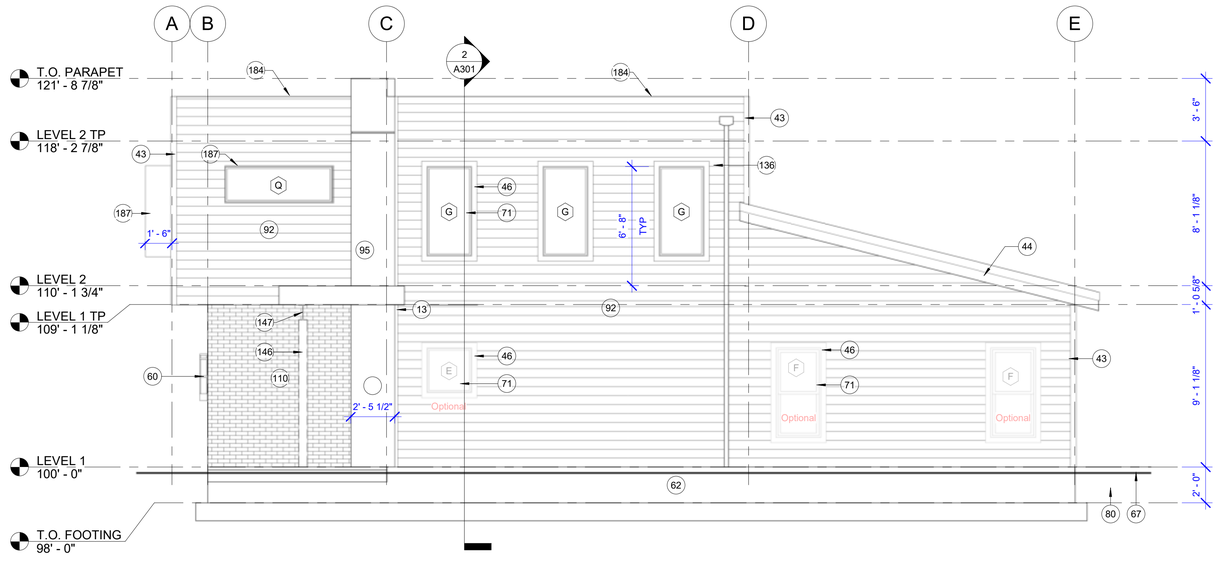
SHEET:
A201

ISSUE DATE : 06/10/2021

Bid



1 Rear Elevation
1/4" = 1'-0"



2 Right Elevation
1/4" = 1'-0"

KEYNOTES

13	1.5" TRIM
43	4" CORNER TRIM
44	4" FRIEZE BOARD
46	4" WINDOW / DOOR TRIM
54	ALUMINUM SOFFIT & 6" FASCIA W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
60	COACH LIGHT PER SPEC SHEET
62	CONCRETE FOUNDATION BELOW GRADE
64	CONCRETE PATIO
67	DECK
71	DOUBLE-INSULATED LOW-E WINDOWS
80	FINISH GRADE
92	HARDIE LAP SIDING (7" EXPOSURE)
95	HARDIE SIDING MATERIAL WHERE OCCURS, PER MFG. SPECS. SEE ELEVATIONS.
110	MASONRY
136	SCUPPER & DOWNSPOUT
146	STEEL COLUMN; SEE STRUCTURAL DRAWINGS
147	STEEL BEAM
184	2" METAL CAP FLASHING
187	LIGHTWEIGHT ALUMINUM WINDOW SHROUD. SEE DETAIL FOR ADDITIONAL INFORMATION.

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Farmington, Utah 84025

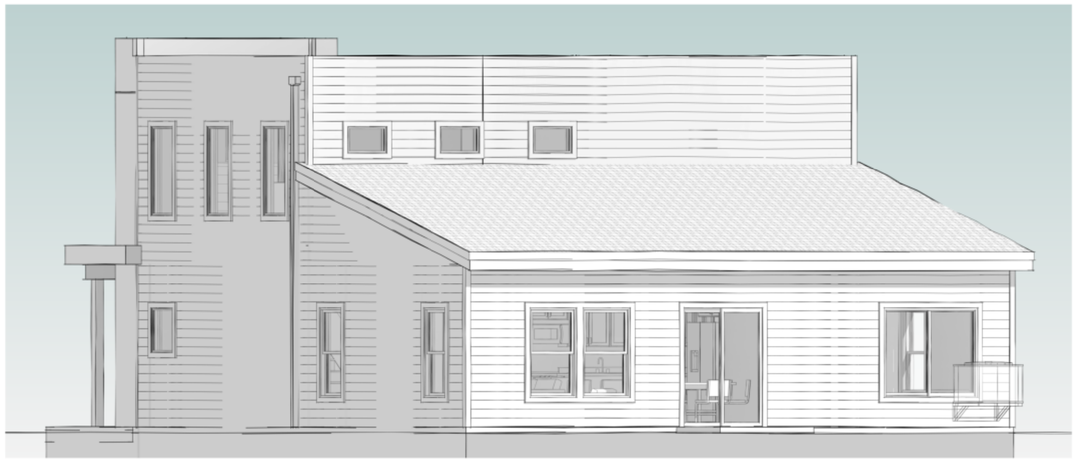
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TITLE:
Exterior Elevations

SHEET:
A202

ISSUE DATE : 06/10/2021

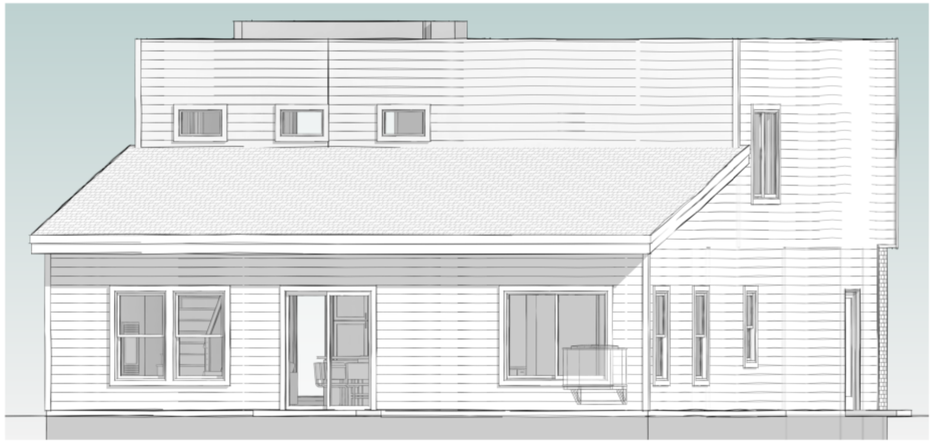
Bid



1 Rear / Right



2 Front / Right



3 Rear / Left



4 Front / Left

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Farmington, Utah 84025

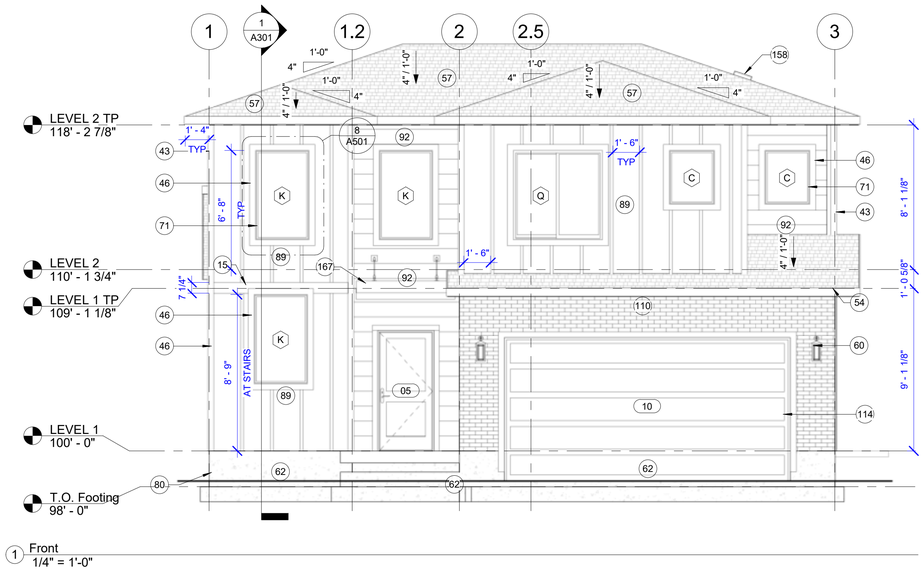
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Perspectives

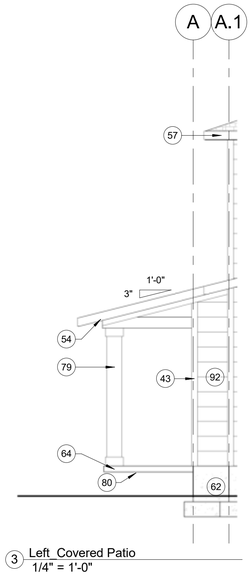
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ISSUE DATE : 06/10/2021

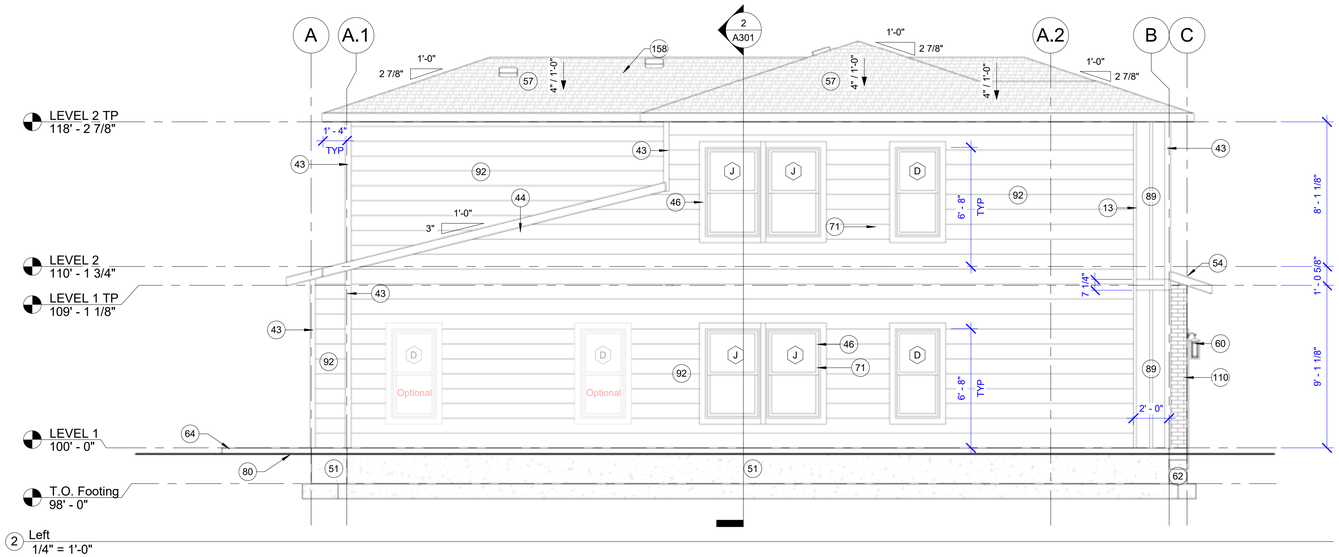
Bid



1 Front
1/4" = 1'-0"



3 Left_Covered Patio
1/4" = 1'-0"



2 Left
1/4" = 1'-0"

KEYNOTES

13	1.5" TRIM
15	8" TRIM BAND
43	4" CORNER TRIM
44	4" FRIEZE BOARD
46	4" WINDOW / DOOR TRIM
51	8" CONCRETE FOUNDATION WALL (SEE STRUCTURAL DRAWINGS AND SPECIFICATIONS)
54	ALUMINUM SOFFIT & 6" FASCIA W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
57	ASPHALT SHINGLE ROOFING
60	COACH LIGHT PER SPEC SHEET
62	CONCRETE FOUNDATION BELOW GRADE
64	CONCRETE PATIO
71	DOUBLE-INSULATED LOW-E WINDOWS
79	FIBER CEMENT WRAPPED COLUMN - TYPICAL. SEE DETAIL 8/A501
80	FINISH GRADE
89	HARDIE BOARD & BATTEN SIDING
92	HARDIE LAP SIDING (7" EXPOSURE)
110	MASONRY
114	O.H. GARAGE DOOR PER SPEC SHEET
158	TURTLE VENTS AS REQUIRED (1/300th ATTIC AREA)
167	PRE-MANUFACTURED METAL CANOPY

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Century II
Farmington, Utah 84025

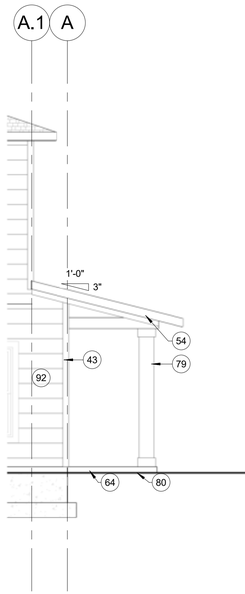
REVISIONS:

TITLE:
Exterior Elevations

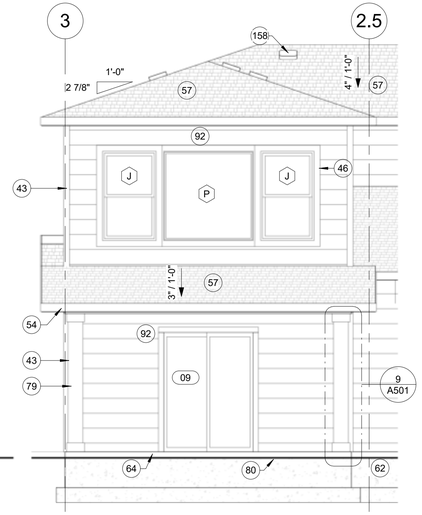
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ISSUE DATE : 5/27/2021

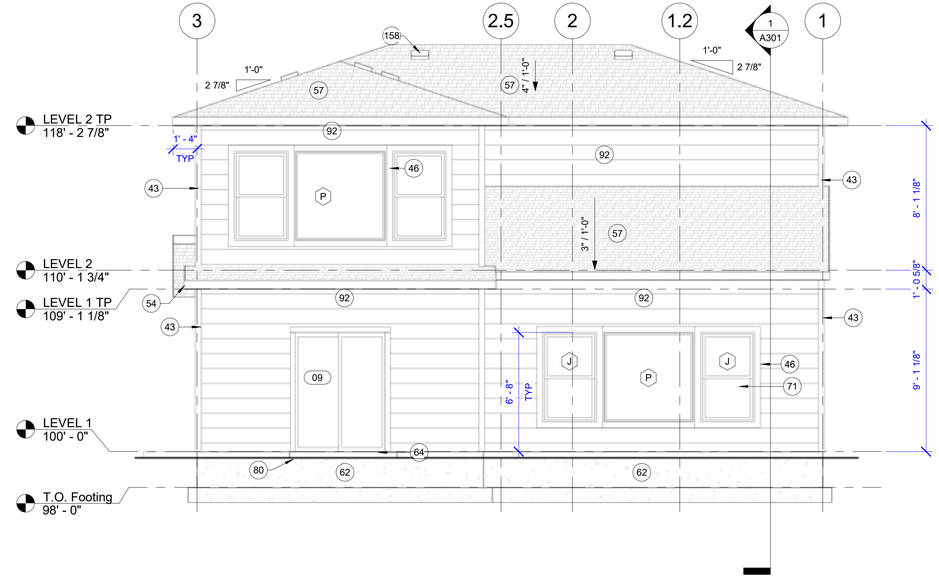
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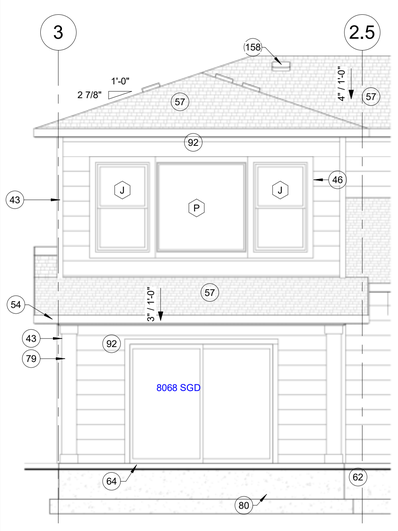
4 Right_Covered Deck
1/4" = 1'-0"



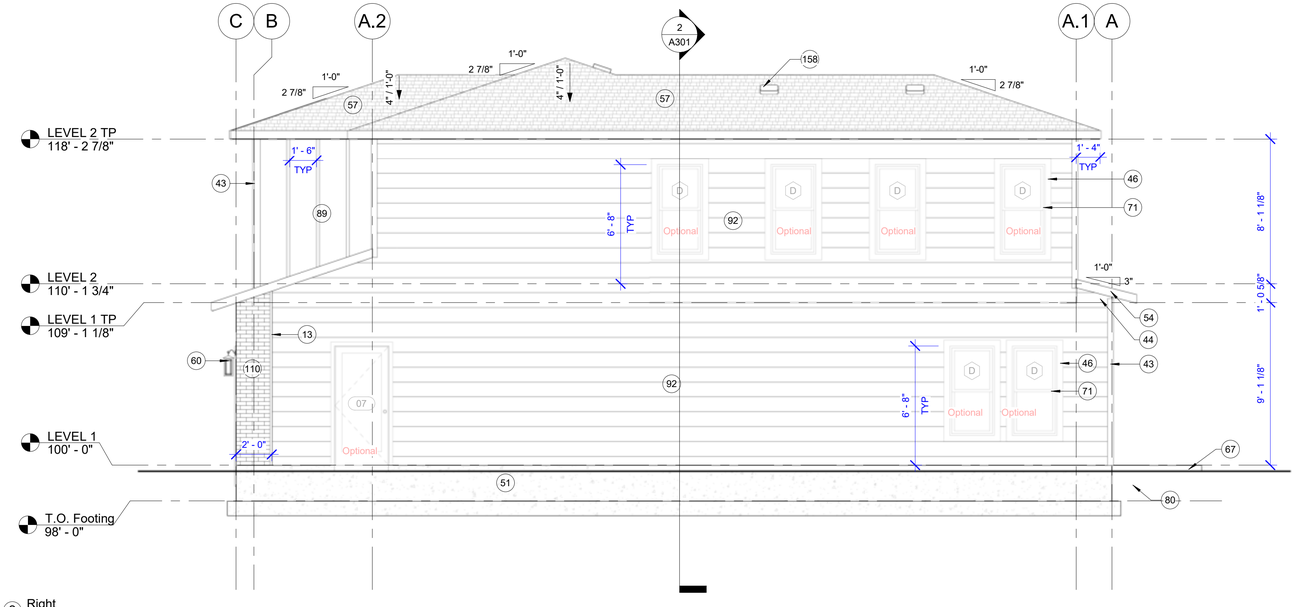
3 Rear_Covered Deck
1/4" = 1'-0"



1 Rear
1/4" = 1'-0"



5 Rear_Covered Deck with 8' SGD
1/4" = 1'-0"



2 Right
1/4" = 1'-0"

KEYNOTES

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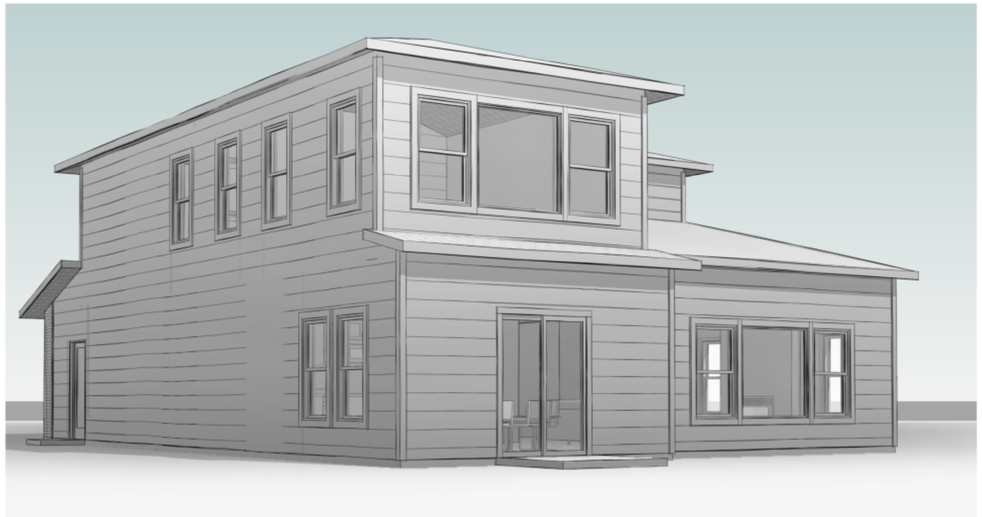
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TITLE:
Exterior Elevations

SHEET:
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ISSUE DATE : 5/27/2021

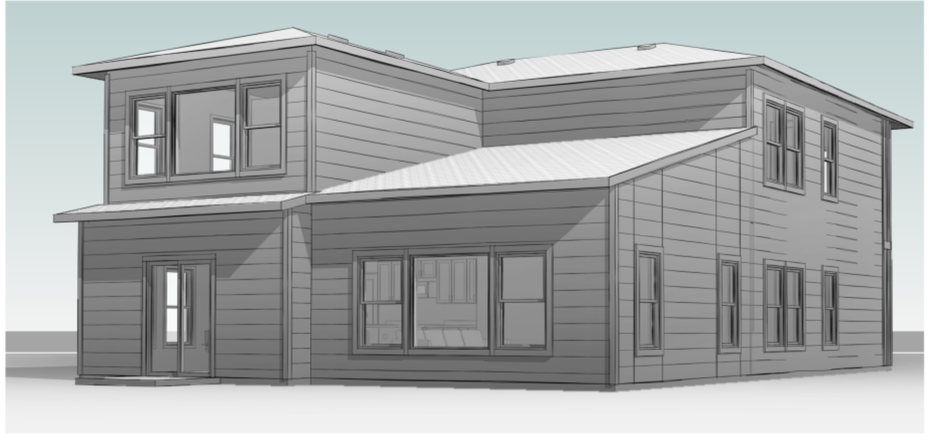
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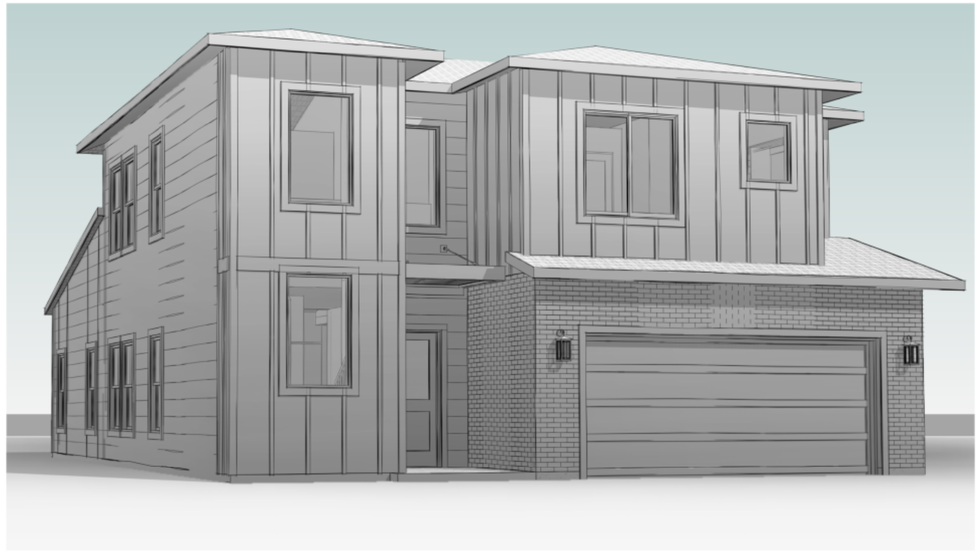
1 Rear/Right



2 Front/Right



3 Rear/Left



4 Front/Left

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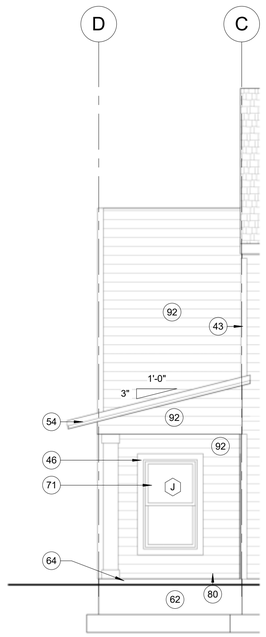
REVISIONS:

TITLE:
Perspectives

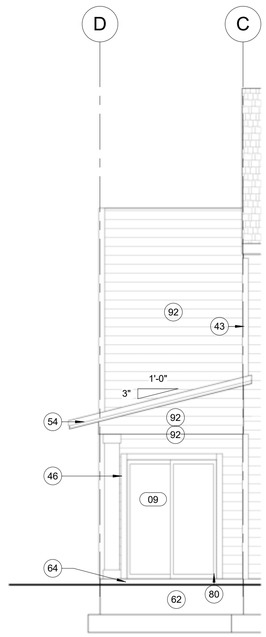
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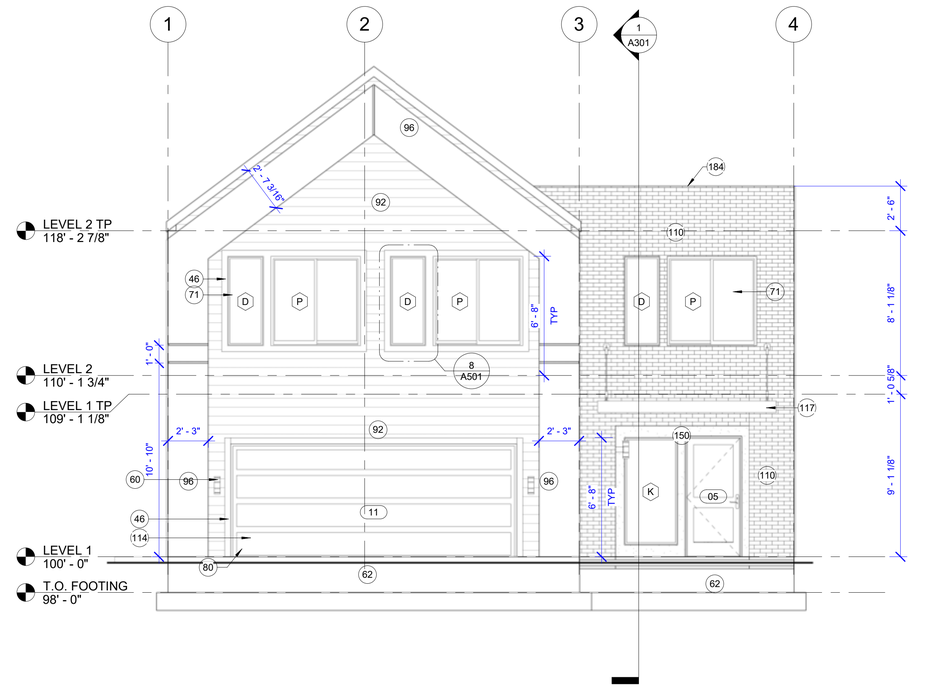
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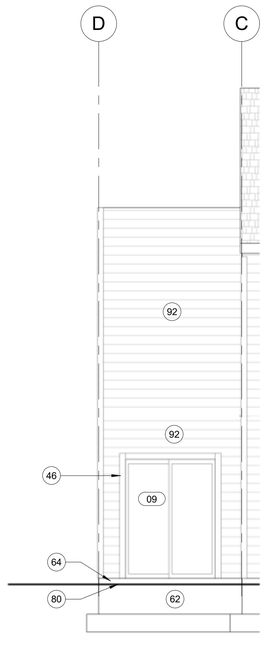
4 Left - Covered Patio with 8' SGD
1/4" = 1'-0"



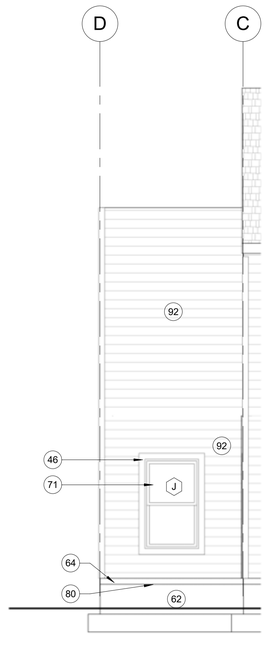
3 Left - Covered Patio
1/4" = 1'-0"



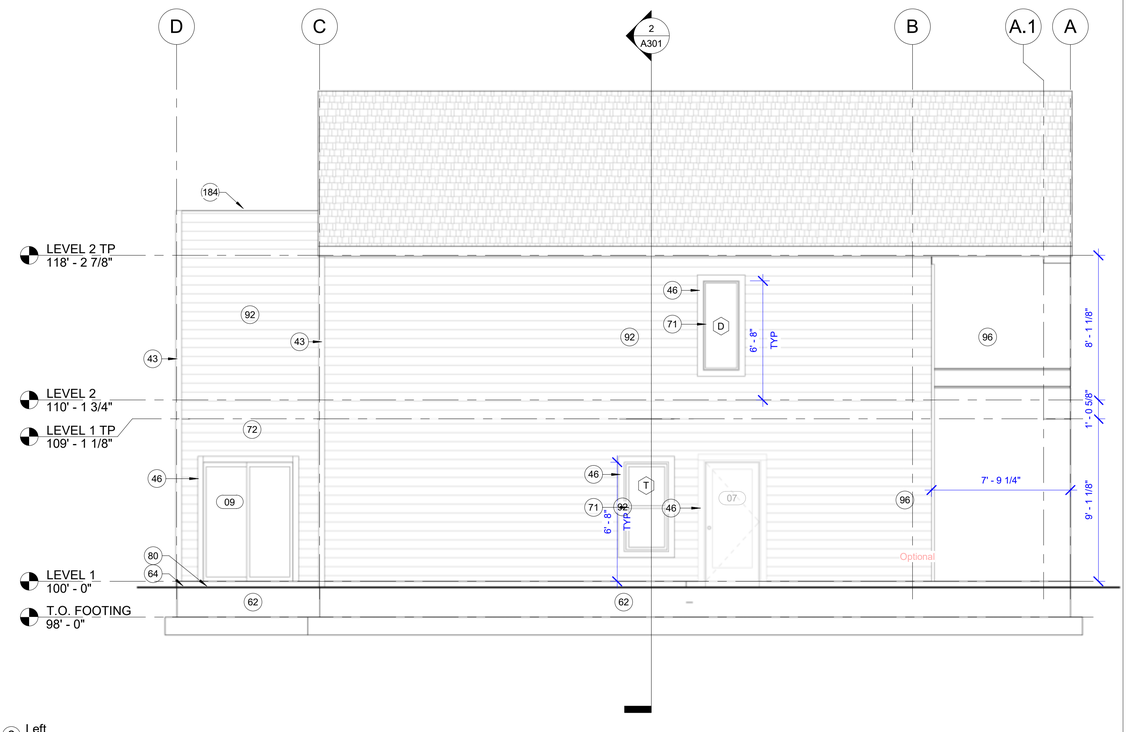
1 Front
1/4" = 1'-0"



5 Left - Large Patio
1/4" = 1'-0"



6 Left - Large Patio with 8' SGD
1/4" = 1'-0"



2 Left
1/4" = 1'-0"

KEYNOTES

43	4" CORNER TRIM
46	4" WINDOW / DOOR TRIM
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62	CONCRETE FOUNDATION BELOW GRADE
64	CONCRETE PATIO
71	DOUBLE-INSULATED LOW-E WINDOWS
72	DOUBLE ROD & SHELF
80	FINISH GRADE
92	HARDIE LAP SIDING (7" EXPOSURE)
96	HARDIE SMOOTH FIBER CEMENT SIDING W/REVEALS SHOWN.
110	MASONRY
114	O.H. GARAGE DOOR PER SPEC SHEET
117	PRE-MANUFACTURED TRUSSES OR RAFTERS AT 24" O.C. (SEE STRUCTURAL DRAWINGS AND SPECIFICATIONS)
150	STUCCO FINISH SYSTEM
184	2" METAL CAP FLASHING

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C.W. URBAN

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PROJECT
Century III
Farmington, Utah 84025

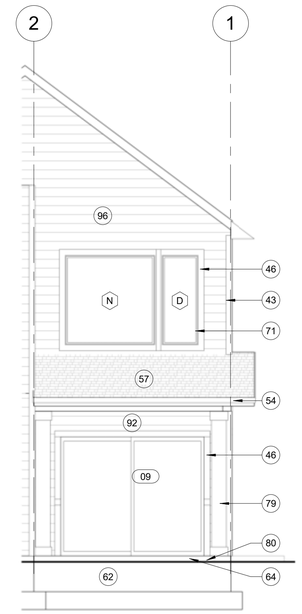
REVISIONS:

TITLE:
Exterior Elevations

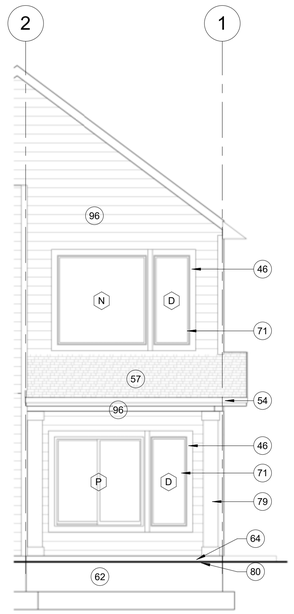
SHEET:
A201

ISSUE DATE : 06/01/2021

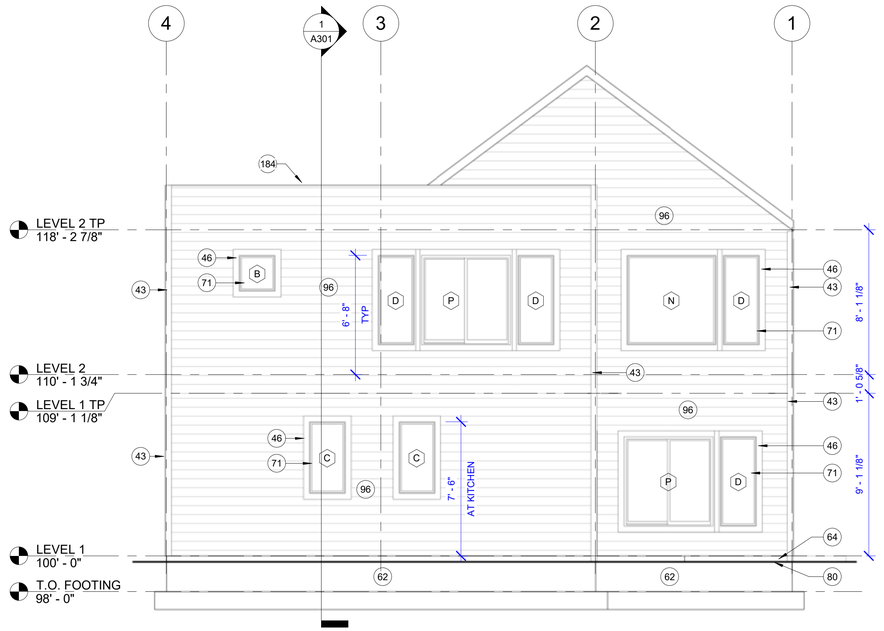
Bid



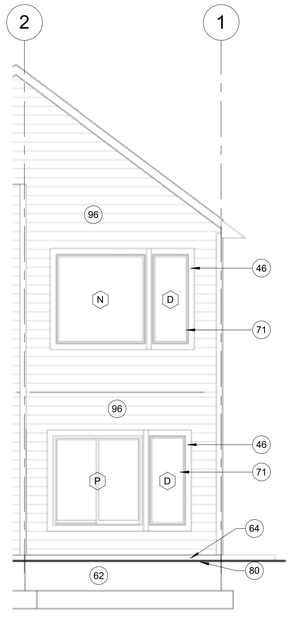
4 Rear - Covered Patio with 8' SGD
1/4" = 1'-0"



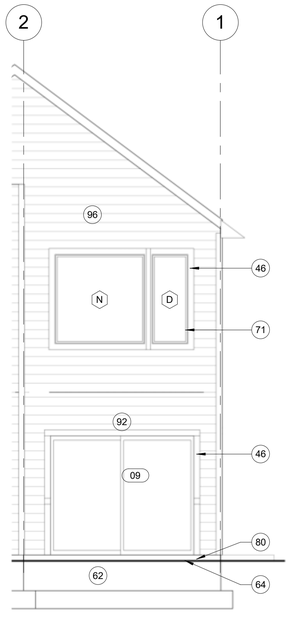
3 Rear - Covered Patio
1/4" = 1'-0"



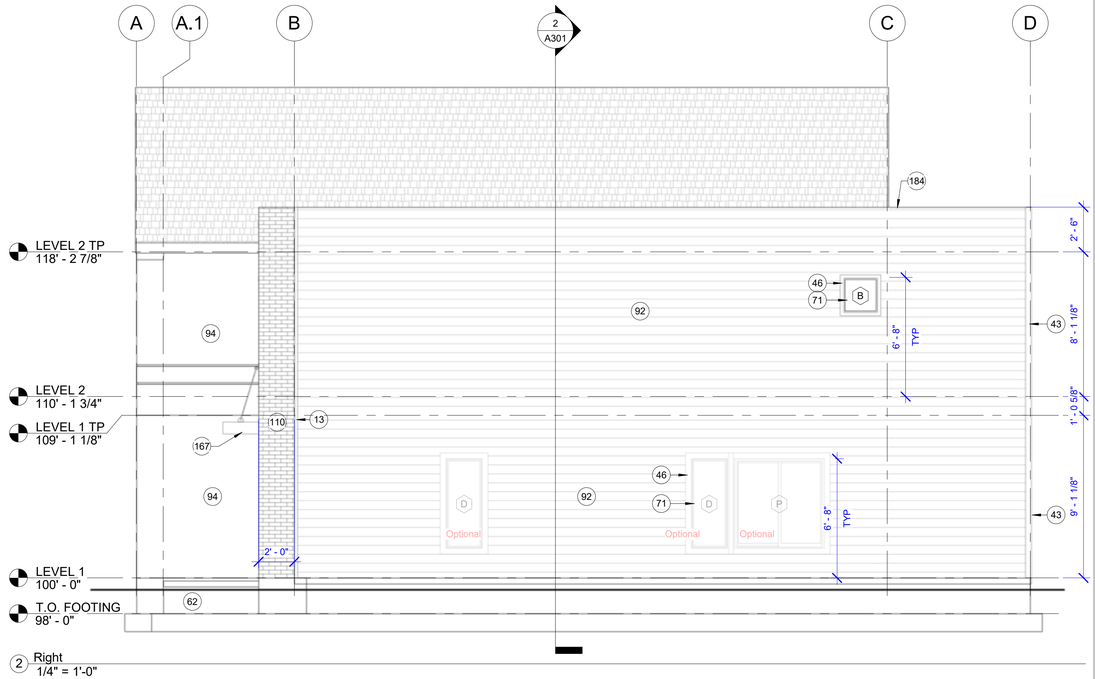
1 Rear
1/4" = 1'-0"



5 Rear - Large Patio
1/4" = 1'-0"



6 Rear - Large Patio with 8' SGD
1/4" = 1'-0"



2 Right
1/4" = 1'-0"

KEYNOTES

13	1.5" TRIM
43	4" CORNER TRIM
46	4" WINDOW / DOOR TRIM
54	ALUMINUM SOFFIT & 6" FASCIA W/ VENTS AS REQUIRED (1/300th ATTIC AREA)
57	ASPHALT SHINGLE ROOFING
62	CONCRETE FOUNDATION BELOW GRADE
64	CONCRETE PATIO
71	DOUBLE-INSULATED LOW-E WINDOWS
79	FIBER CEMENT WRAPPED COLUMN - TYPICAL. SEE DETAIL 8/A501
80	FINISH GRADE
92	HARDIE LAP SIDING (7" EXPOSURE)
94	HARDIE LAP FIBER CEMENT SIDING. 4" EXPOSURE
96	HARDIE SMOOTH FIBER CEMENT SIDING W/REVEALS SHOWN.
110	MASONRY
167	PRE-MANUFACTURED METAL CANOPY
184	2" METAL CAP FLASHING

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C.W. URBAN

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PROJECT
Century III
Farmington, Utah 84025

REVISIONS:

TITLE:
Exterior Elevations

SHEET:
A202

ISSUE DATE : 06/01/2021

Bid



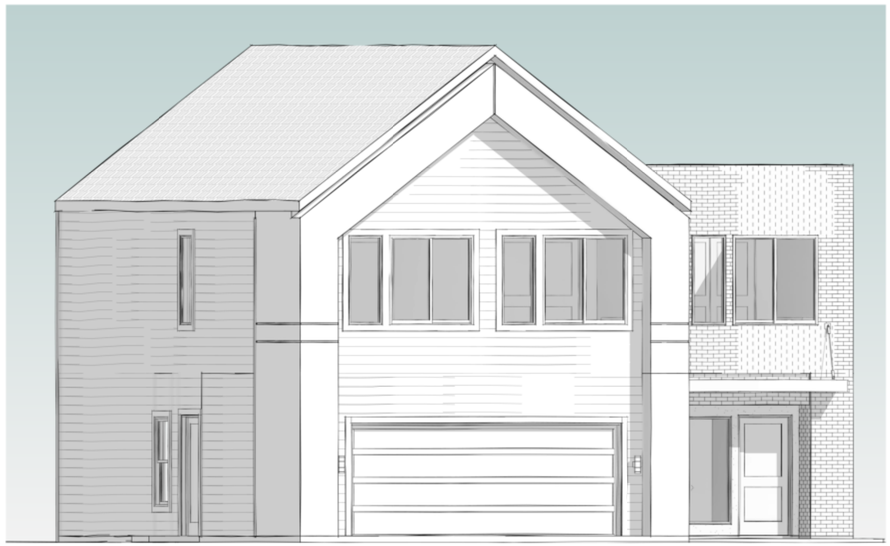
1 Rear / Right



2 Front / Right



3 Rear / Left



4 Front / Left

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PROJECT
Century III
Farmington, Utah 84025

REVISIONS:

TITLE:
Perspectives

SHEET:
A203

ISSUE DATE : 06/01/2021

Bid

HOME
BY C.W. URBAN

610 N 800 W
Centerville, UT 84014

May 22, 2024

VIA EMAIL ONLY

ATTN: Steve Pastorik
Community & Economic Development Director
3600 S Constitution Boulevard
West Valley City, UT 84119

Dear Mr. Pastorik,

HOME by C.W. Urban is pleased to present the attached General Plan and Zoning Amendment Application for the Anne T. Brown property located at 5990 West 3500 South West Valley City, UT.

The total proposed project area is approximately 3.08 acres +/-. Approximately 1.42 acres +/- of the Brown property is already zoned R-1-8. HOME by C.W. Urban is proposing to rezone an additional 1.59 acres +/- of the adjacent Brown and city owned parcels. Mrs. Brown will retain ownership of the existing home on the remaining property consisting of approximately 0.78 acres +/- and will maintain existing frontage to 3500 S. The exact acreage amounts will be determined by survey at a later date. Please see the attached 'Exhibit A' for a list of parcels affected by the proposed development.

As a local, Utah based premier homebuilder, our mission is to create micro-communities that enhance, strengthen, and contribute to the greater fabric of existing neighborhoods. We see opportunity in every type of space. Through thoughtful land planning, we create neighborhoods that encourage exploration and discovery. We believe in intentional design and development that brings a positive impact, growth, and progress to enhance existing communities.

We believe the Brown property is a natural fit for creation of a new for-sale single-family home community that can offer attainable purchase prices for current and future city residents. With proximity to 3500 South, Hunter Park, Mountain View Corridor, Lake Park and the West Valley

City Family Fitness Center, the R-1-8 zoning with a PUD is the highest and best possible use for this site.

The current General Plan calls out Large Residential for most of this property, but one parcel is currently already zoned R-1-8 and the other is currently zoned Agricultural. HOME by C.W. Urban requests that the General Plan be amended for this property to Small Lot Residential (4 to 7 units/acres). We also plan to rezone the property as outlined in the attached 'Exhibit B' to R-1-8 which matches the existing zoning in the subdivisions to the north and west. We plan to build 16 single-family detached for-sale lots as part of an R-1-8 PUD plat. We also plan to be the exclusive builder for this project. We plan to work with West Valley City in good faith to negotiate a development agreement detailing specific site plan and housing standards to ensure an attractive neighborhood. Please see the attached 'Exhibit C' for an example of proposed home elevations, exterior housing materials and square footage.

The excerpts and references below from both the General Plan and Moderate-Income Housing plan support the rezone of this property and fit the city's vision for this area.

General Plan (Adopted in 2015):

3500 S

- Proximity to the Hunter Town Center
- 3500 S "High Impact Corridor" (pg. 151)
- *3500 South from 7200 West to the Mountain View Corridor – will be widened from 2 lanes to 4 lanes with a center turn lane by 2034. No bike route is planned. (pg. 156)*
- 3.17.2 Action: Focus low density residential uses on properties west of the Mountain View Corridor, except for areas directly next to the Mountain View Corridor that will be significantly impacted by the new road improvements. (pg. 56)
- 3.17.3 Action: Consider a new form-based zoning district for 3500 South with specific site design and architectural standards to address redevelopment potential. (pg. 56)

5600 W

- *5600 W: (pg. 56)*
    - *Land Use The overall land use pattern includes a diverse mix of residential (single family homes, townhomes, and apartments), vacant land, commercial, and public uses. The current land uses align relatively closely with the zoning map:*

- *SR-201 to 3500 South: Mostly commercial, with pockets of multifamily residential, vacant land, and public/non-profit.*

Moderate-Income Housing Plan (Adopted in 2022)

- Strategy A: Rezone for densities necessary to facilitate the production of moderate-income housing. (pg. 13)

- Strategy F: Zone or rezone for higher density or moderate income residential development in commercial zones near major transit investment corridors, commercial centers, or employment centers. (pg. 16)

We strongly believe that our rezone application is consistent with the city's General and Moderate-Income Housing Plans. This proposed project will help add much needed moderate-income housing stock to the community at more attainable prices. While at the same time, this proposed project will also feature aesthetically pleasing architecture to compliment the surrounding neighborhood.

We look forward to working with nearby residents, city staff, planning commission and city council members.

Sincerely,

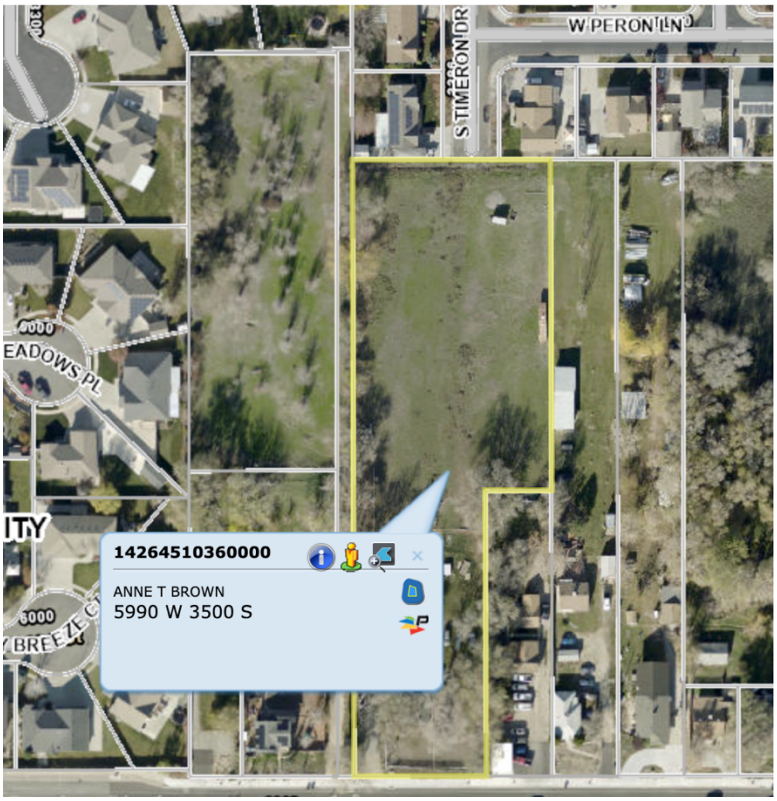
Chase Freebairn

HOME
BY C.W. URBAN

Chase Freebairn
Director of Land
C. 801.386.6708
www.builtbycw.com

‘Exhibit A’

Salt Lake County Parcel Identification Numbers for Affected Properties



Parcel

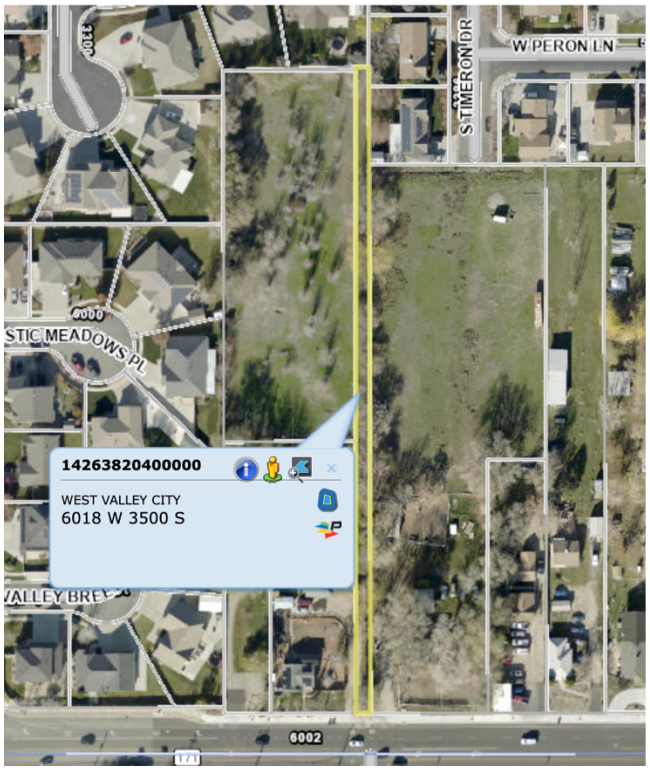
Parcel Record	**14264510360000**
Owner	BROWN, ANNE T
Address	5990 W 3500 S
Total Acreage	2.36
Tax Class Id	
Property Type	111
Tax District	29
% Exempt	
Exempt Type	
Municipal Zone	A
MLS Number	

Valuation / Tax Year	**2023**
Land Value	$ 493,690
Building Value	$ 100,400
Final Value:	$ 594,090

Legal Description:
BEG N 0^04'45" W 45.50 FT FR S 1/4 COR SEC 26, T1S, R2W, SLM; E 132.06 FT; N 284.50 FT; E 66 FT; N 330 FT; W 198 FT; S 614.50 FT TO BEG. 8403-2013

‘Exhibit A’ (Contd.)

Salt Lake County Parcel Identification Numbers for Affected Properties



Parcel

Parcel Record	**14263820400000**
Owner	WEST VALLEY CITY
Address	6018 W 3500 S
Total Acreage	0.28
Tax Class Id	512
Property Type	951
Tax District	29
% Exempt	100
Exempt Type	T
Municipal Zone	A
MLS Number	

Valuation / Tax Year **2023**

Land Value	$ 52,400
Building Value	$ 0
Final Value:	$ 52,400

Legal Description:
BEG SE COR OF SW 1/4 SEC 26, T1S, R2W, SLM; W 16.5 FT; N 769.85 FT; N 88^38'33" E 15.32 FT; S 770.21 FT TO BEG. LESS & EXCEPT BEG SD SE COR SW 1/4 SEC 26; W 16.50 FT; N 0^03'56"W 45.50 FT; S 89^59'11" E 16.50 FT; S 0^03'56" E 45.50 FT TOBEG.



Parcel

Parcel Record	**14263820340000**
Owner	BROWN, ANNE T
Address	5990 W 3500 S
Total Acreage	1.42
Tax Class Id	
Property Type	957
Tax District	29
% Exempt	
Exempt Type	
Municipal Zone	R-1-8
MLS Number	594637

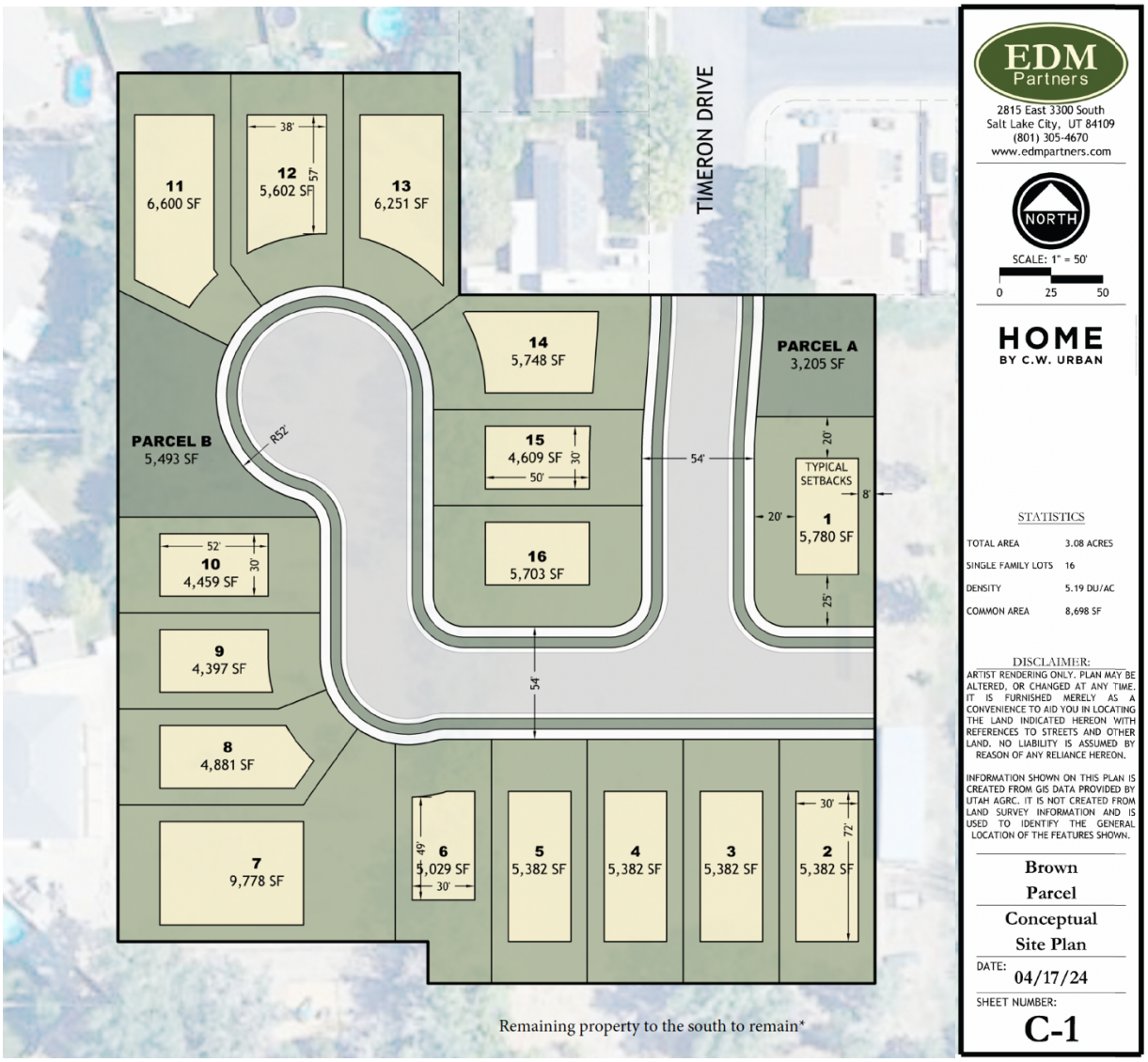
Valuation / Tax Year **2023**

Land Value	$ 133,500
Building Value	$ 0
Final Value:	$ 133,500

Legal Description:
BEG 1 RD W & 350 FT N FR S 1/4 COR SEC 26 T 1S R 2W SL MER N416.33 FT W 148.5 FT S 416.33 FT E 148.5 FT TO BEG 1.42 AC MOR L 9261-3225 9372-4516 9506-1369 9854-2669

‘Exhibit B’

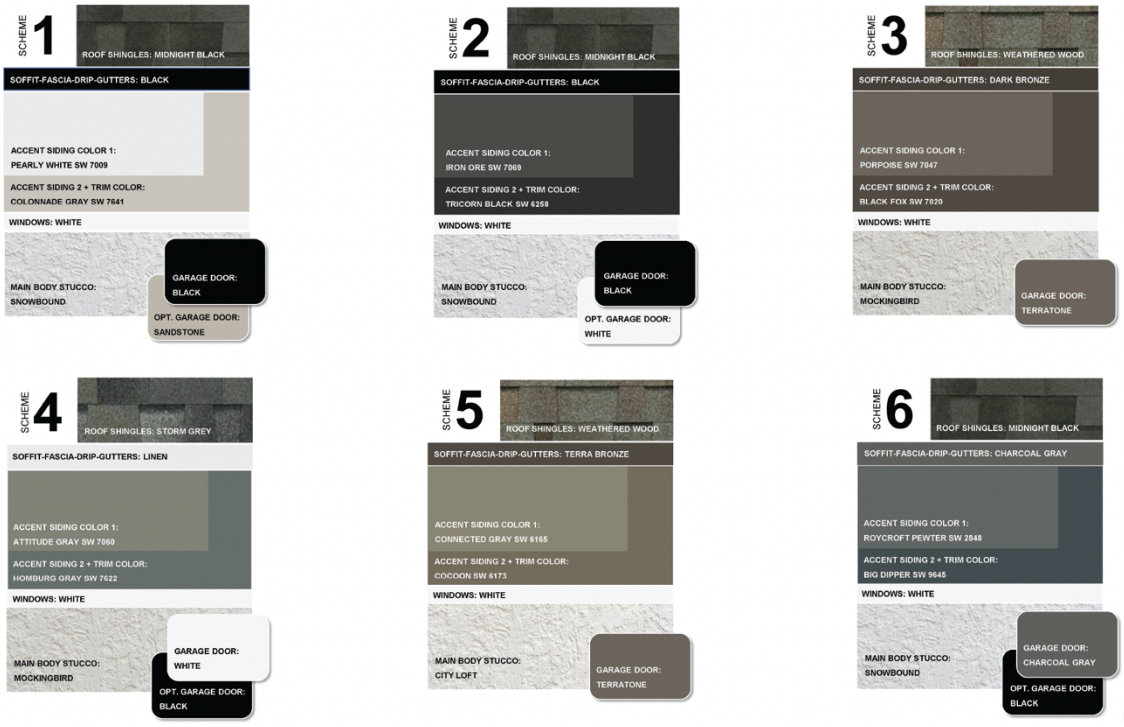
Preliminary Conceptual Site Plan



‘Exhibit C’

Preliminary Conceptual Architectural Renderings & Plan Information





EXTERIOR FINISHES EXHIBIT

C.W. URBAN – 610 N 800 W, CENTERVILLE, UT 84014













Product Summary

Floor Plan Name	Square Footage	Bed / Bath	Construction Type
ELM	1,784 SF	3-4 Bed / 2.5 Bath	Slab on Grade
OAK	2,079 SF	3-4 Bed / 2.5 Bath	Slab on Grade
PINE	2,347 SF	3-4 Bed / 2.5 Bath	Slab on Grade

GPZ-3-2024 MINUTES
JUNE 12, 2024 PLANNING COMMISSION PUBLIC HEARING

GPZ-3-2024
Home by CW Urban
5990 West 3500 South
General Plan change from Large Lot Residential to Small Lot Residential and a zone change from A to R-1-8

Home by C.W. Urban has submitted a General Plan/zone change application for all of one parcel and a portion of two parcels totaling 3.08 acres located at 5990 West 3500 South. The western most parcel is zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) and the other two parcels are zoned A (Agriculture, minimum lot size ½ acre). The General Plan designation on all of the subject property is Large Lot Residential (2 to 3 units/acre). The proposed zone for the 1.59-acre property currently zoned A is R-1-8. The proposed General Plan designation is Small Lot Residential (4 to 7 units/acre).

Surrounding zones include R-1-8 and R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) to the north, R-1-8 to the west, R-1-8 and A to the south, and R-1-10 and A to the east. Except for a dog grooming business to the south, the property is surrounded by single unit dwellings.

Staff received an email from a nearby resident with concerns about construction traffic and parking. This email, along with the staff's response, is included with this report.

The narrow parcel in the middle of the subject property is owned by the City. The parcel serves a storm water function which can be relocated within the project. If this application is approved, the City would need to surplus this property and sell it to the developer for the project to move forward.

Development Proposal
As shown in the attached concept plan, the applicant is proposing to develop a 15-lot (the original concept included 16 lots) planned unit development (PUD) of single unit dwellings. The proposed density is 4.9 units/acre. The concept plan shows lots that are at least 50 feet wide and range in size from 4,743 square feet to 11,129 square feet with the average being 5,985 square feet. The concept also shows two common area parcels totaling 9,111 square feet. All streets are public as required by the City's ordinance. Included with this report is a letter from the applicant that describes and provides support for this application.

All the homes would be two-story plans that are 35-feet wide with finished floor area above grade ranging between 1,968 to 2,542 square feet. All homes would include unfinished basements. Side setbacks would be 10 feet on the garage side, allowing for additional parking to the side of the house, and 5 feet on the opposite side.
Other project features proposed include developer installed, water-wise landscaping, an entry feature, and a tot lot for the common area.

Development Agreement
Section 7-11-213 states: "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." The applicant submitted a development agreement proposal that was based on the original concept submittal. However, after working with staff on revisions to the proposal, staff recommends the following development agreement revisions and additions if the Commission is supportive of this application.

- The maximum number of lots shall be 15.
- Side yard setbacks shall be 10 feet on the garage side and 5 feet on the opposite side.
- The developer shall provide at least 11 paved parking spaces by installing a 10' x 18' concrete pad in the 10' side yard adjacent to the garage of at least 11 lots. The concrete pad in the 10' side yard shall be connected to and accessible from the driveway through concrete.
- All homes shall be constructed substantially like the renderings and elevations for the Century I, II, and III plans or the alternative elevations described below with the following exception. The exception is that the width of the front of the house excluding the garage shall be at least 15 feet.
- Side elevations of homes adjacent to a street shall meet the standards in Table 2 of Subsection 3b of Section 7-11-211 of the City's Zoning Ordinance.
- The developer may submit alternative elevations for the three home plans. The alternative elevations shall be reviewed and approved by the Planning Commission before a building permit is issued for a home with an alternative elevation.
- The minimum square footage of finished, above-ground, habitable floor space for all homes shall be 1,968 square feet.
- All homes shall include an unfinished basement.
- At least 20% of the front façade of each home shall be brick or stone.
- All homes shall include the following features: low flow plumbing fixtures, LED light bulbs and fixtures, 2 x 6 exterior framing, and 96% efficient furnaces.
- The minimum width of all lots shall be 50 feet.
- The developer shall install landscaping in the front yard of all lots. In addition, the developer shall install landscaping on corner lots in all areas between the sidewalk and the side of the house between the front property line and the rear property line which are visible from the public right-of-way. The standards in Section 7-11-205 and Subsection 2h of Section 7-6-210.5 of the City's Zoning Ordinance shall apply to all developer installed yard landscaping.
- An entry feature shall be included. The details of the entry feature shall be determined during the subdivision review process.
- The City shall hold the building permit for the last home until the landscaping and amenities in the common area parcels are installed.
- A tot lot shall be included on one of the common area parcels.

STAFF ALTERNATIVES:
1. Approval. This application should be approved subject to a development agreement that includes the standards proposed by the applicant along with the additions and revisions

recommended by staff in this report.
2. Continuance.
3. Denial. Given the Large Lot Residential designation in the General Plan, the RE zone is more appropriate for the property at this location.

DISCUSSION: Steve P. presented.
Chase Freebairn, representing Home by CW. Urban, 3451 N. Redhill Way, Layton, Utah. He plans on providing nice front yard landscaping to make up for the smaller lots.

Commissioner Woodruff asks Chase whom he sees as their target audience for this development.

Chase says they sell homes to anybody but thinks it will be young families and older people looking to downsize and stay in their community.

Commissioner Winters asks if Chase (Edge Homes) is good with the additional information Steve read through. Chase says they are and wants to build nice traditional homes.

Cael Crosby, 3221 Beavers St., Salt Lake City, appreciates that they're using the waterwise landscape program that was launched last year to save us all water and help protect our natural environment as well as keep Utah sustainable.

Jeffrey Taylor, 5968 W 3500 S. His property is directly east of the development property. His concern is what is going to be done with the irrigation ditch that runs through the middle and also the tiny little narrow strip of land. There's an attaching system in the back of the property on the north end that handles overflow from the irrigation water that comes down from the canal up near 4100 South. He had an overflow event about a week ago and wants to know whether the irrigation will be buried or stay above ground. His second concern is his old barn at the back of his lot is close to the property line.

James Longstaff, 2285 East 10095 South, Sandy, points out that the median home price is $500,000 and requires an income of $130,000 a year, which is way above the median income in Utah. Why don't we have more denser housing?

Jorge Jimenez, 3616 W. Larry Circle, West Valley City, asks if there are plans for affordable housing with this development, or other developments moving forward in West Valley City? Steve responds that West Valley City, as well as every city in Utah, is required by the State to have a moderate-income housing plan. There are several strategies the City is required to use to implement those developments. Jorge asks how many homes the State requires and if West Valley City goes above that standard. Steve says he doesn’t know the exact number but knows the City exceeds the number required. Jorge asks how the City decides which developments are part of the modern or low-income developments. Steve responds that the City doesn’t build

housing but responds to applications from developers that want to build housing. Jorge feels his question wasn't answered and asks for clarification on how many State-required, low-income homes are approved by the City. Steve says the question is not relevant to this application, and Vice Chairperson Lovato agrees.

Public comments are closed.

Chase comes to the podium to answer questions. They have every intention of trying to resolve the irrigation ditch. They may have to reroute it to a storm drain line, or to the City storm drain easement and/or any irrigation line. The Engineers will account and solve for that. To address James' concerns about housing costs and needs, Chase feels that they are building to the needs of the market and don't have control over higher costs of building.

MOTION: Commissioner Woodruff motioned to approve GPZ-3-2024 subject to the conditions in the staff report. Commissioner McEwen seconded.

Commissioner McEwen	**Yes**
Commissioner Wood	**Yes**
Commissioner Woodruff	**Yes**
Commissioner Winters	**Yes**
Vice Chairperson Lovato	**Yes**

VOTE: **GPZ-3-2024 Unanimously Approved**



0 250 500 Feet

GPZ-3-2024
C.W. Urban
5990 W 3500 S

N

GPZ-3-2024

Petition by HOME BY C.W. URBAN requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Small Lot Residential (4 to 7 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The property is located at 5990 West 3500 South on 1.59 acres for the zone change and 3.08 acres for the General Plan change. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



GPZ-3-2024

Petition by HOME BY C.W. URBAN requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Small Lot Residential (4 to 7 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The property is located at 5990 West 3500 South on 1.59 acres for the zone change and 3.08 acres for the General Plan change. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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GPZ-3-2024

Petition by HOME BY C.W. URBAN requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) to Small Lot Residential (4 to 7 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The property is located at 5990 West 3500 South on 1.59 acres for the zone change and 3.08 acres for the General Plan change. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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Item: FY 2025 ICAC State Grant
Fiscal Impact: $15,000
Funding Source: Office of the Utah Attorney General
Account #:
Budget Opening Required: Yes

ISSUE:

Authorize the Police Department to enter into an MOU and accept a state grant from the Office of the Utah Attorney General to assist in funding the West Valley City Police Department's participation on the ICAC Task Force (Internet Crimes Against Children). The grant amount is $15,000.

SYNOPSIS:

The Office of the Utah Attorney General oversees the Utah ICAC task force, a cooperative group of law enforcement agencies that participate in the identification of perpetrators of crimes against children and related investigations, arrests, and prosecutions of said perpetrators. The Office of the Utah Attorney General awards state grants to participating law enforcement agencies to assist in covering the expenses incurred by the various agencies in the course of their participation on the Task Force. Such expenses include overtime, training, and the purchase of equipment.

BACKGROUND:

The West Valley City Police Department supports continuing our partnership with the ICAC Task Force in our mutual efforts to protect children and bring offenders to justice. This cooperative arrangement has been in place for many years and has been an effective means of increasing the West Valley City Police Department's ability to properly investigate and prosecute offenders who sexually exploit children through various technological mediums, provide training and equipment to department personnel involved in such investigations and prosecutions, and provide community education regarding the prevention of such crimes.

RECOMMENDATION:

Approve the MOU between the West Valley City Police Department and the Utah ICAC Task Force and accept the associated $15,000 state grant in effect from July 1, 2024 through June 30, 2025.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERAL.

WHEREAS, the City and the Utah Attorney General's Internet Crimes Against Children task force cooperate to prevent exploitation of children through use of the Internet; and

WHEREAS, a Memorandum of Understanding (the "Agreement") has been prepared by and between the City and the Attorney General's office to establish the terms of said cooperation; 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.

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

2025

Memorandum of Understanding



West Valley City Police Department

Table of Contents (Funds)

THE ICAC TASK FORCE PROGRAM 2

MEMORANDUM OF UNDERSTANDING 3

MISSION STATEMENT 4

AFFILIATE REQUIREMENTS 5

ICAC AWARD 6

SUPERVISION 7

LIABILITY 7

REPORTING STATISTICS 7

TRAINING 8

CONFIDENTIALITY 9

OFFICER WELLNESS 9

EFFECTIVE DATE 10

THE ICAC TASK FORCE PROGRAM

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The Utah Attorney General's Office (AGO) ICAC Task Force was created in 2000 and is one of 61 ICAC task forces in the country. Because so many internet crimes against children cross state lines, the ICAC task forces work closely together (very unique compared to other police task forces). The 61 task forces are a coordinated national network, representing over 5,400 federal, state, and local law enforcement, dedicated to investigating, prosecuting, and developing effective responses to internet crimes against children.

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) exists between the Utah Attorney General's ICAC Task Force and each of the law enforcement affiliate agencies, regardless of whether the agency receives a state affiliate award. The Utah ICAC Task Force provides funding received from various sources to law enforcement agencies to act as affiliates to the Utah ICAC Task Force. This MOU is between the Utah Attorney General's ICAC Task Force and the **West Valley City Police Department**, hereafter referred to as the "**Affiliate Agency**".

The purpose of the MOU is to formalize the working relationship between the **Affiliate Agency** and the Utah ICAC Task Force, and to delineate responsibilities and expectations of the relevant parties. By signing the MOU, an agreement is made between the **Affiliate Agency** and the Utah ICAC Task Force to vigorously and properly investigate crimes against children that occur by using the internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the **Affiliate Agency** will benefit from funding resources available to the AGO (MUST have applied), joint operations, forensic resources, officer wellness, and training opportunities. By entering into this MOU, the Utah ICAC Task Force will benefit from the investigative support from the **Affiliate Agency**.

MISSION STATEMENT

The mission of the Utah ICAC Task Force is to protect children from those who use the internet to abuse or exploit children. The task force fights for children, rescues victims, educates everyone, and empowers survivors – #FREE.

The Utah ICAC Task Force:

1. Properly and aggressively investigates and prosecutes those who sexually exploit children using the internet.
2. Provides training and equipment to those involved in investigating and prosecuting ICAC cases.
3. Provides community education and awareness regarding the prevention of internet crimes against children.

OFFICIAL USE ONLY LAW ENFORCEMENT SENSITIVE DO NOT DISSEMINATE

AFFILIATE REQUIREMENTS

Due in large part to the technological aspects of ICAC cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. In addition, ICAC investigations shall also be governed by the National ICAC program's Operational and Investigative Standards. The **Affiliate Agency** agrees to abide by the standards and protocols of the Utah ICAC Task Force and that investigators will attend and follow national and local ICAC training(s). Violation of the ICAC Operational and Investigative Standards and/or Utah ICAC Task Force Best Practices and Protocols is cause for termination of the signed MOU. The MOU is not intended to infringe on the ongoing investigation(s) of any other agency.

The **Affiliate Agency** agrees that only sworn peace officers, assigned as ICAC investigators, will conduct undercover ICAC investigations. Each investigator(s) involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC nationally approved trainings and/or training programs through the Utah ICAC Task Force.

Every ICAC investigator must have access to the ICAC Share drive. The share drive contains search warrant templates, ICAC forms, best practice and protocol manual, and other items that are necessary for ICAC investigations.

ICAC AWARD

Every police agency in Utah is responsible for enforcement and crime prevention activities relating to the sexual abuse and/or exploitation of children and should cooperate one with another in this mission, regardless of task force or other affiliations, or whether augmented funding is available to them.

ICAC funding is meant to augment individual agency budgets in their efforts to prevent and investigate internet crimes against children. ICAC funding is not meant to comprehensively cover the costs associated with traditional enforcement activities. Rather, the funds are intended to provide additional financial resources to help cover costs associated with overtime, training, outreach, and forensic tools, as examples.

The following are guidelines that task force members should use to determine how they will apply for awarded ICAC funding:

The awarded funding is only to be used for the following purposes:

- Over-time of ICAC investigator(s) who are actively working cases as defined in the ICAC National Standards and Utah ICAC Best Practices to accomplish the Mission Statement of the Utah ICAC Task Force.
- Training and travel costs associated with approved ICAC Training.
- Equipment and office supplies as they relate to ICAC case work.
- Software and internet lines as they relate to ICAC case work.
- Travel costs associated with ICAC case work.
- Public education presentations and applicable materials to aid in these presentations.

The Utah Attorney General's Office has awarded the **Affiliate Agency** a state contract of **$15,000** ***for the fiscal year of July 1, 2024, through June 30, 2025.***

SUPERVISION

The **Affiliate Agency** will be responsible for the operational supervision, administrative control, and the personal and professional conduct of their ICAC investigator(s). ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by the Utah ICAC Best Practices and Protocol Manual and National Operational and Investigative Standards.

LIABILITY

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

REPORTING STATISTICS

The assigned **Affiliate Agency** ICAC investigator(s) shall submit monthly statistics on all ICAC investigations and/or other investigative work pertaining to the sexual exploitation of a minor, possession/distribution/manufacture of child sexual abuse material (CSAM), criminal solicitation of a minor (enticement/traveler) and other related crimes as defined in the ICAC National Standards and Utah ICAC Best Practices and Protocols manual. These statistics shall be submitted into the ICAC Data System (IDS) by the 10th of each month. Failure to report agency statistics monthly is a violation of the Utah ICAC best practices, DOJ agreement and Utah ICAC MOU. Three (3) failures to report during a fiscal year will result in termination of the MOU and affiliate membership.

TRAINING

The **Affiliate Agency** shall make their ICAC investigator(s), available for applicable specialized training provided through the National ICAC program, the Utah ICAC Task Force, and/or other approved training programs. If a training request is approved, the **Affiliate Agency** will pay the normal salary of its staff member(s) while they are attending the training. The **Affiliate Agency** shall ensure that its assigned ICAC investigator(s) complete the following training as designated by the Utah ICAC Task Force.

❖ **Recommended self-paced training courses:**

- **ICAC Program Overview:**
  https://www.icactaskforce.org/training/TRI0495109/an-icac-program-overview
- **ICAC Standards:**
  https://www.icactaskforce.org/training/TRI0495107/icac-standards-1
- **ICAC CyberTip Overview:**
  https://www.icactaskforce.org/training/TRI0495063/icac-cybertip-overview
- **Legal Considerations in ICAC Investigations:.**
  https://www.icactaskforce.org/training/TRI0495110/legal-considerations-in-icac-investigations

❖ **Utah ICAC Bootstrap Academy:**

Every ICAC investigator shall attend and complete the three-day Bootstrap Academy. This training is designed to orient all investigators with ICAC cases. In the Bootstrap Academy, ICAC members will investigate real CyberTipline cases. This is a hands-on, interactive class where every investigator will draft and author electronic service provider (ESP) and/or internet service provider (ISP) search warrant(s). Investigators will leave the class with the tools needed to aggressively and efficiently investigate criminals who exploit children via the internet.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members, ICAC affiliates and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

OFFICER WELLNESS

Research shows that Officer Wellness Programs increase officer retention and recruitment, performance, empathy, and internal relationships, as well as decrease sick days, uses of force, citizen complaints, and officer suicide. Therefore, it is **mandated** that all members assigned to the Utah ICAC Task Force participate in a wellness program. Members assigned to full-time ICAC work are mandated, at minimum, to meet with a Mental Health Professional (MHP) monthly. Members assigned to part-time ICAC work are mandated, at minimum, to meet with a MHP quarterly. All members are required to complete an initial assessment and can meet with the MHP more than the minimum, if needed.

The member(s) assigned to the Utah ICAC Task Force can participate in an agency provided program. If an agency does not have a wellness program, members can participate in the Utah ICAC Task Force Wellness Program.

EFFECTIVE DATE

This agreement shall be effective on the signing date and continue until the end of the state fiscal year or the agreement is canceled by either party upon written notice delivered to both the Utah Attorney General's Office and the **Affiliate Agency** within 30 days.

In the event of noncompliance with any of the terms of this agreement as outlined above or if either party terminates this agreement, state funds awarded (if any) to the **Affiliate Agency** that have not been spent will be suspended.

Entered this ____ day of _____, 20___.

Karen Lang, Mayor, West Valley City

Leo S. Lucey

Chief Leo Lucey, Investigations Division, Utah Attorney General's Office

Sete Aulai

Sete Aulai, Section Chief, Utah ICAC Task Force Commander

Approved as to form 8/7/2024

Brandon Hill

Item: SALT LAKE COUNTY HOME PROGRAM
Fiscal Impact: $195,981
Funding Source: HOME FUNDS
Account #: 60-6082-40794-00000-2024

Budget Opening Required: YES

ISSUE:

Receive approval to enter into a Sub-Grant Agreement, for contract #HCD23104HM with Salt Lake County for the FY 2024-2025 HOME Investment Partnership Program.

SYNOPSIS:

As the lead agency in the local HOME consortium, Salt Lake County has notified West Valley City of their annual allocation of HOME funds. West Valley City will administer a Rehabilitation Program using these funds.

- Housing Rehabilitation Programs (HCD24060HM)
  a. Total Rehabilitation Budget: $ 195,981.00

BACKGROUND:

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to , Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in September 2023. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction and home rehabilitation.

RECOMMENDATION:

It is recommended that the Subrecipient Agreement be approved.

SUBMITTED BY: Peggy Daniel, WVC Grants Administrator

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS.

WHEREAS, the City desires to receive federal funding under the HOME Investment Partnerships Act for use in maintaining and preserving certain affordable housing within the City; and

WHEREAS, Salt Lake County is the designated lead agency in the HOME funding consortium and administers subgrants from the federal government; and

WHEREAS, in order to receive said subgrants, the City and other recipient entities are required to participate in the HOME funding consortium; and

WHEREAS, a subrecipient agreement (the "Agreement") has been prepared by and between Salt Lake County and the City that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item:
Fiscal Impact: $4,660.50
Funding Source: Existing Budget
Account #: Account #10-4123-40310-0000-0000
Budget Opening Required: No

ISSUE:

A resolution authorizing an agreement with Salt Lake County Surveyor's Office and Assessor's Office to purchase digital orthorectified aerial photography contracted with the vendor Pictometery flown in Fall 2023 - Winter 2024.

SYNOPSIS:

This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography and oblique imagery of West Valley City. Under this agreement, the West Valley City agrees to participate in the acquisition of a commercial aerial photography license of high-resolution Imagery data. The County agrees to give the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

BACKGROUND:

Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

RECOMMENDATION:

City staff recommends the approval of this resolution.

SUBMITTED BY:

Submitted by Ken Cushing/Jeni Erkkila, IT Division

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY.

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, West Valley City desires to access aerial imagery through services provided by the County; and

WHEREAS, Salt Lake County (hereinafter, the "County") is willing to grant access, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled "Interlocal Cooperation Agreement" (hereinafter, the "Agreement"), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
WEST VALLEY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into this ___ day of _____ 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"), and the city of WEST VALLEY CITY, a municipal corporation of the State of Utah (the "City"). The County and the City are sometimes referred to as the "Parties".

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery ("Oblique Imagery") and high-resolution orthogonal ("Orthorectified Imagery") aerial photographs of certain areas of Salt Lake County (the "Pictometry Agreement"); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in the County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor's Office ("Surveyor") and the Salt Lake County Assessor's Office ("Assessor"), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (the "Interlocal Act") to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City agree as follows:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on August 15, 2024, or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the $130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 35.85 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is $4660.50. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination,

A. This Agreement shall take effect upon its full execution and delivery and shall terminate on June 30, 2025 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this Agreement for convenience at any time by giving at least thirty (30)-days prior written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving at least seven (7)-days prior written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. No Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the "Immunity Act"). Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2-100
PO Box 144575
Salt Lake City, Utah 84114-4575

And Salt Lake County Surveyor
2001 South State Street, N1-400
PO Box 144575
Salt Lake City, Utah 84114-4575

City: West Valley City
3600 S Constitution Blvd
West Valley City, UT 84119

8. Termination. The County may terminate this Agreement for an "Event of Default" as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term "Event of Default" means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between the Parties that:

A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other.

B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that 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, and signed by the Parties.

C. As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of a designee of the County and a designee of the City. The County designates Erik Neemann its as representative to such joint board to assist in the management of this Agreement. The City designates _____ as its representative to such joint board to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this Agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

10. Additional Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By_____
Reid J. Demman
County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney

WEST VALLEY CITY

By _____
Karen Lang, Mayor

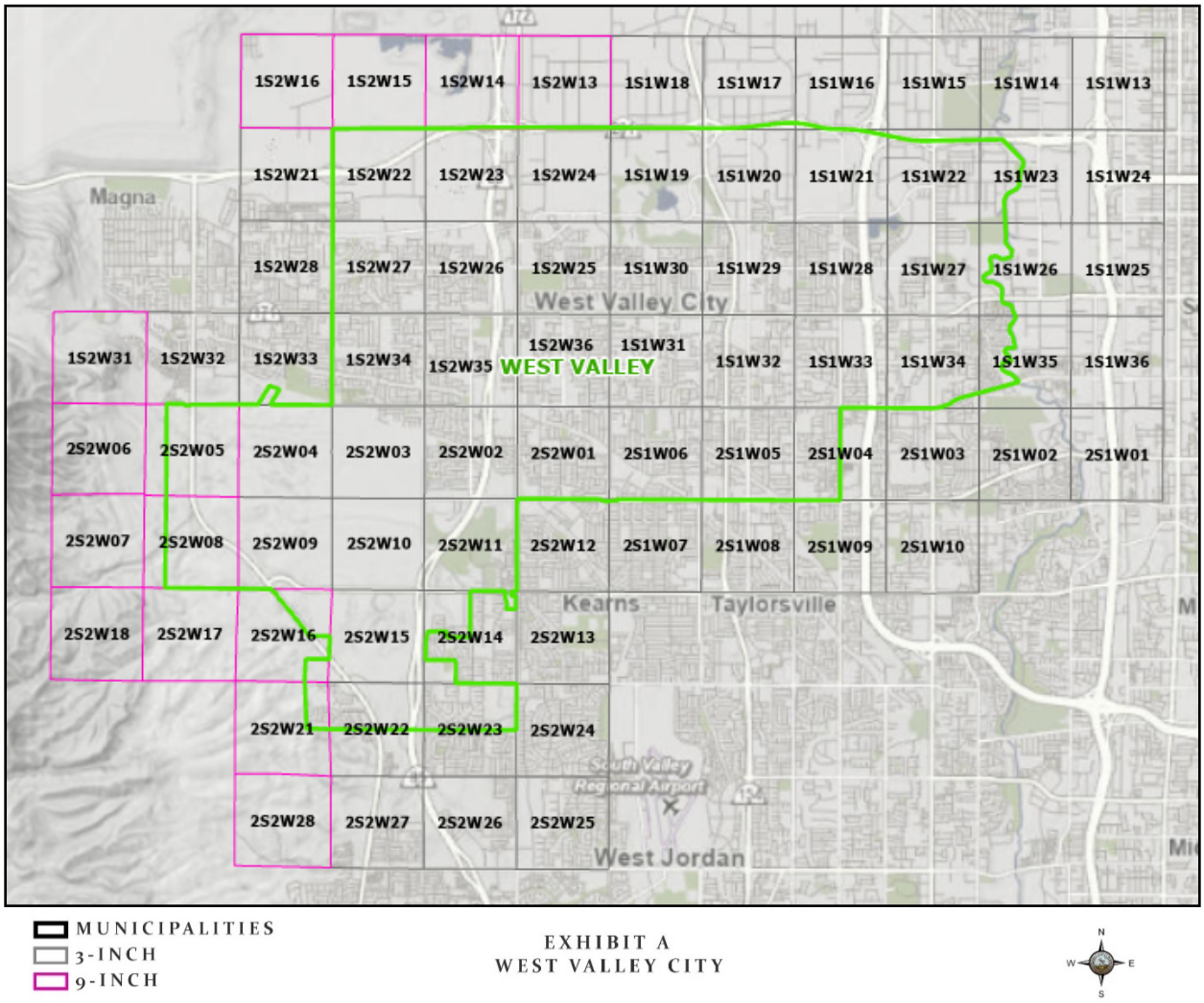
ATTEST:

_____
City Recorder

Approved as to Form and Legality:

_____
City Attorney

Exhibit A
Geographical Boundaries



Item:
Fiscal Impact: $530,000
Funding Source: Storm Water Utility
Account No: 36-7532-40750-75302-0000

Budget Opening Required: No

ISSUE:

A resolution authorizing the City to award a construction contract for the Kiowa Way Storm Drain Project

SYNOPSIS:

The lowest responsible bid was received by Alta Excavation LLC in the amount of $495,000.00.

BACKGROUND:

The purpose of this project is to eliminate periodic flooding to properties along the north side of Kiowa Way and to reroute storm water flows from a failing drainage system on private property to a new drainage system in public right of way.

Currently, there is a storm water/irrigation tailwater ditch that lacks capacity to adequately convey flows from Cree Drive (3655 South) to 3500 South. This project will pipe the portion of the ditch that lacks capacity and will construct a new storm drain line in the existing Kiowa Way (3540 South) to enable the rerouting of the storm water.

Bids were opened for the Kiowa Way Storm Drain project on July 9, 2024. A total of three (3) bids were received. The lowest responsible bidder was Alta Excavation LLC in the amount of $495,000.

RECOMMENDATION:

Award the contract to Alta Excavation LLC in the amount of $495,000 and authorize the Public Works Department to spend up to $530,000 on potential change orders.

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO ALTA EXCAVATION LLC FOR THE KIOWA WAY STORM DRAIN PROJECT.

WHEREAS, West Valley City solicited bids in accordance with state law to construct the Kiowa Way Storm Drain Project (the "Project"); and

WHEREAS, Alta Excavation LLC (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 construct the Project.

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

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $495,000.00, with a total authorization not to exceed $530,000.00 for the Project, inclusive of change orders.

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

Project Name Kiowa Way Storm Drain

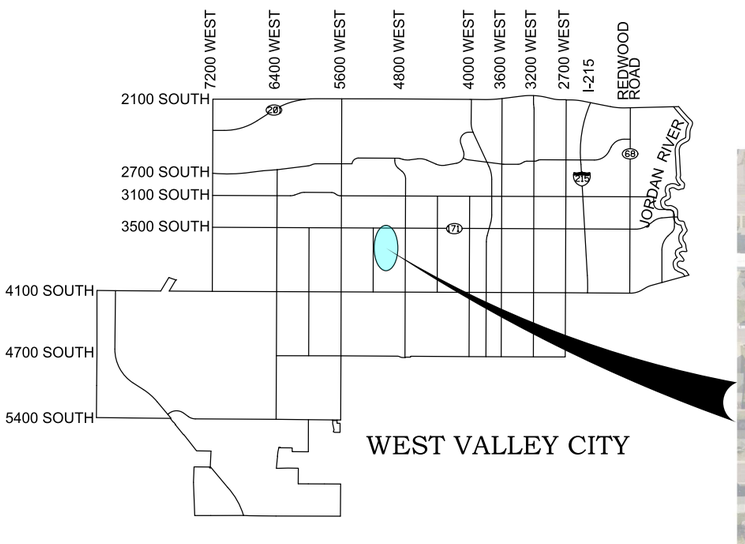
Opening Date: 9-Jul-24

	Bid Totals	**City Provider Preference** (1%)	**Other Prefs.** (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	**Total Bid Evaluation Preference Reduction**	**Bid Evaluation Total with Preference Reduction** (Used Only for Determination of Low Bidder)
Engineer's Estimate	$ 500,050.80				
Response 1	$ 495,000.00	$0.00	$0.00	$0.00	***$495,000.00***
Alta Excavation LLC		0%	0%		
Response 2	$ 527,557.74	$0.00	($5,275.58)	($5,275.58)	**$522,282.16**
MC CONTRACTORS INC.		0%	-1%		
Response 3	$ 550,212.60	$0.00	($5,502.13)	($5,502.13)	**$544,710.47**
Lyndon Jones Construction, Inc.		0%	-1%		

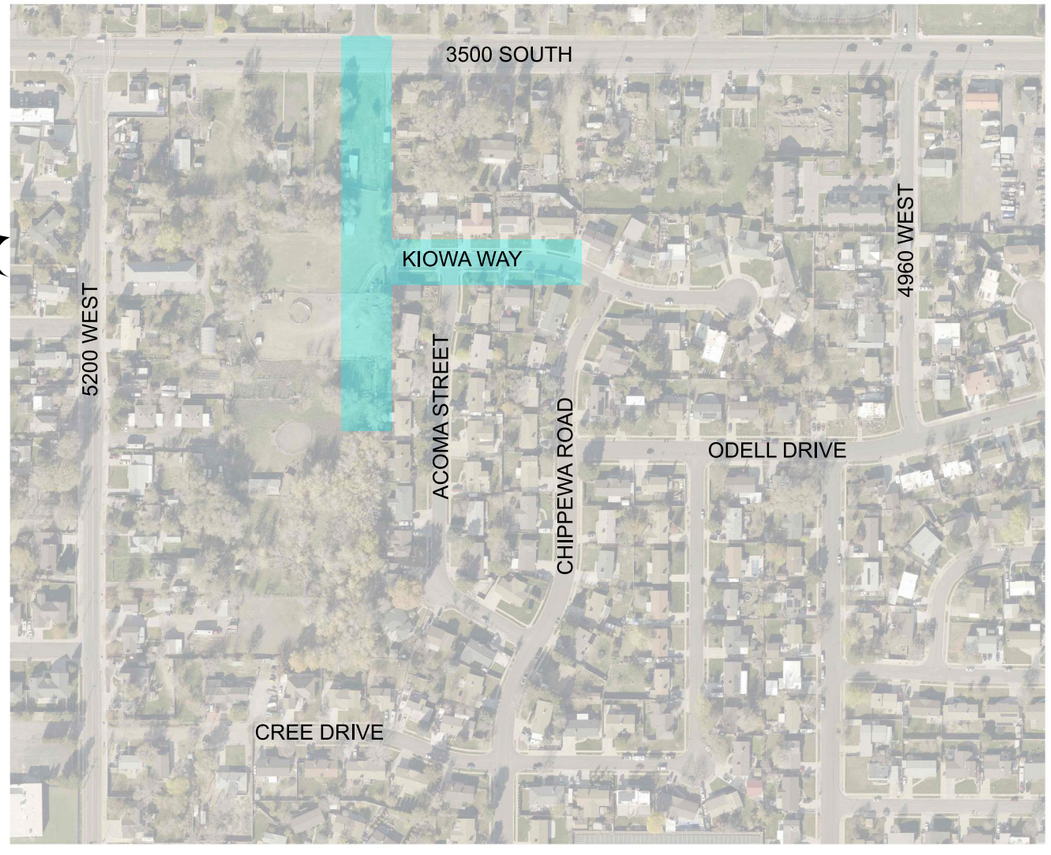
WEST VALLEY CITY

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

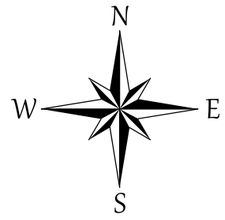
KIOWA WAY STORM DRAIN
CHIPPEWA ROAD TO 3500 SOUTH
WVC ENG SWU-479



DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
SC-1	SURVEY CONTROL & ALIGNMENT PLAN
DR-1 TO DR-3	DRAINAGE PLAN AND PROFILE
WVC 232.1	PATTERNED CONCRETE PARK STRIP
WVC 255	ASPHALT CONCRETE T-PATCH
WVC 316	MODIFIED COMBO BOX
WVC 331	CLEANOUT BOX



PROJECT LOCATION





Timothy E. Bleazard
PROJECT ENGINEER



APPROVED

WEST VALLEY CITY ENGINEER

Item: _____
Fiscal Impact: $56,334
Funding Source: CCR/TST
Account #: 45-9610-40750-75303-0000

Budget Opening Required: Yes

ISSUE:

Cooperative Agreement between UDOT and West Valley City for a Safe Sidewalk project on 3500 South

SYNOPSIS:

An agreement to receive state Safe Sidewalk Program funds to construct sidewalks along 3500 South near 5430 West.

BACKGROUND:

The Safe Sidewalk Program provides a legislative funding source for construction of new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned in the immediate future. The program is administered by UDOT and requires a 25% local government match with a maximum State participation of $100,000.

West Valley City submitted a Safe Sidewalk application earlier this year to construct missing segments of sidewalk along the north side of 3500 South between Sunshade Drive (5450 West) and approximately 5350 West. The estimate submitted with the application to construct the entire length of the missing sidewalk, along with the associated right-of-way and improvements, was $500,000.

UDOT recently informed the city that the State would participate up to $169,000 on this project, which requires a minimum local government match of $56,334. Realizing that $225,334 is not enough to construct the entire project limits identified in the application, UDOT is allowing flexibility to adjust the limits of the project as necessary to maximize the use of the available funds. It is anticipated that the project will be constructed in 2025.

RECOMMENDATION:

Execute the agreement between UDOT and West Valley City

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") has made funding available for certain sidewalk improvements along 3500 South as part of the Safe Sidewalk Program, conditioned upon a City match and execution of an appropriate cooperative agreement; and

WHEREAS, the City desires to contribute certain funding to participate in said program; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Cooperative Agreement") (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Cooperative Agreement UDOT Safe Sidewalk Funds for Local Agency	Project Description: NEW SIDEWALK CONSTRUCTION (SAFE SIDEWALK PROGRAM) Local Agency: West Valley City	Charge ID No. 74881
Pin: 22056 Job/ Project: S 0171 (79) 4	Tracking # Agreement #	Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**," and **West Valley City**, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Pedestrian safety project described as a sidewalk located at ***SR-171, MP 3.59 to MP 3.61***, and

WHEREAS, funds for the construction of the Safe Sidewalk Program (SSW) have been made available by **UDOT** and

WHEREAS, it is the intent of **UDOT** that participation in SSW projects be on a 25% Local,75% State match basis with a maximum State participation of $169,000.00 and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. **The Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. **The Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The Local Agency will determine, as part of the project's design, those utility companies with facilities that will require relocation and the cost thereof and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies before

advertising the project for bids. Contact the Region 2 Utility and Railroad Leader, Justin Head, 801-726-4563 Or Jhead@utah.govv for assistance in preparing the Reimbursement Agreement.

III. **The Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. For assistance with any environmental compliance requirements, contact the Region 2 Environmental Manager, Dan Bolin, at 801-505-8214 or dbolin@utah.gov.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, **the Local Agency** shall submit plans to UDOT for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier-free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. **The Local Agency** will participate at a minimum of 25% of the total project. **Local Agencies' participation can be through financial contributions**, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project, including the **Local Agency's** participation, is as follows:

UDOT Funds (Allocated Amount)	$169,000.00
Local Agency's Funds (Participation Amount)	$56,334.00
Total Project	$225,334.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of $169,000.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by [12/31/2025]. If, for any reason, the Local Agency cannot complete construction by12/31/2025, the Local Agency must request, in writing before [10/30/2025, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strikes, natural disasters, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved, the Local Agency will relinquish the grant allocation for the project, and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. **UDOT** and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees, and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture, or partnership between the parties.

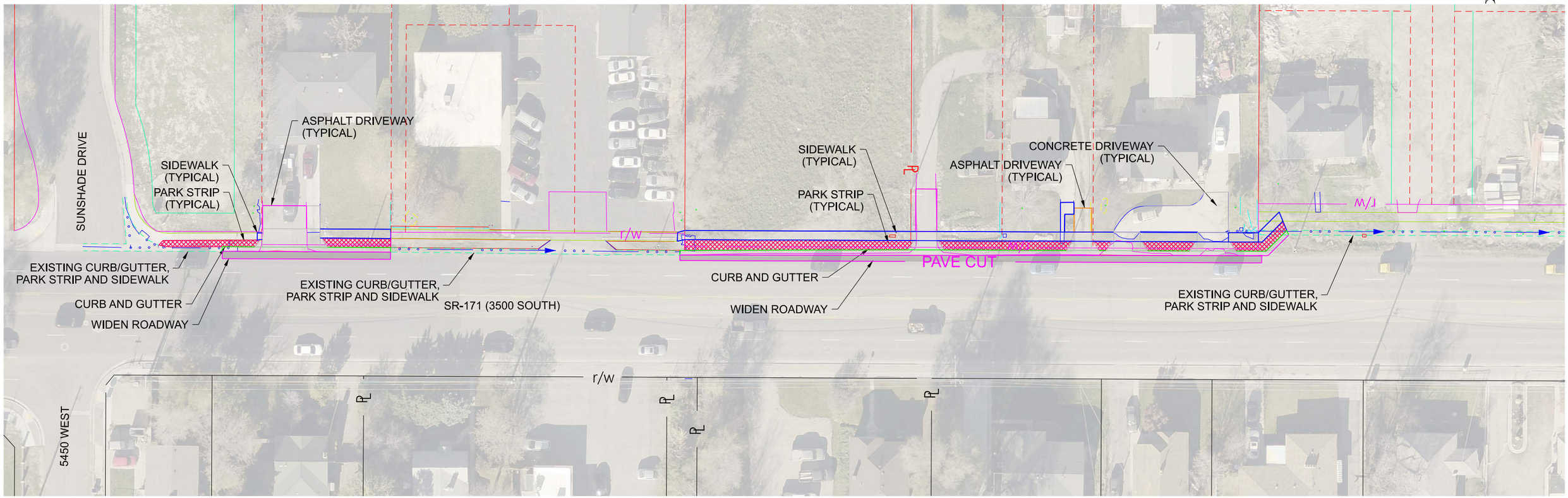
XVIII. Each party represents that is has the authority to enter into this Agreement.

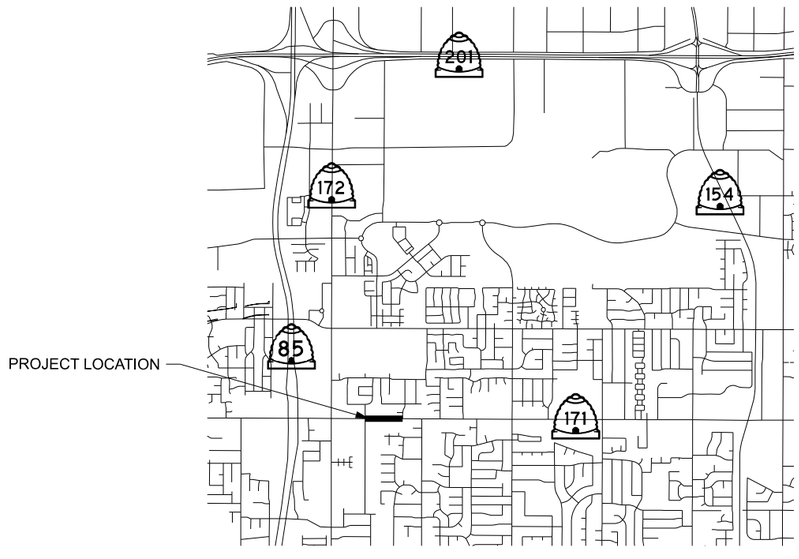
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

West Valley City .				**Utah Department of Transportation**			
By		Date		By		Date	
Mayor				Kevon Ogden, PM]			
By		Date		By		Date	
City Recorder				Robert Stewart, Region Two Director			
By	Brandon Hill	Date	8/7/2024	By		Date	
Approved to form by City Attorney's Office				Comptroller Office			

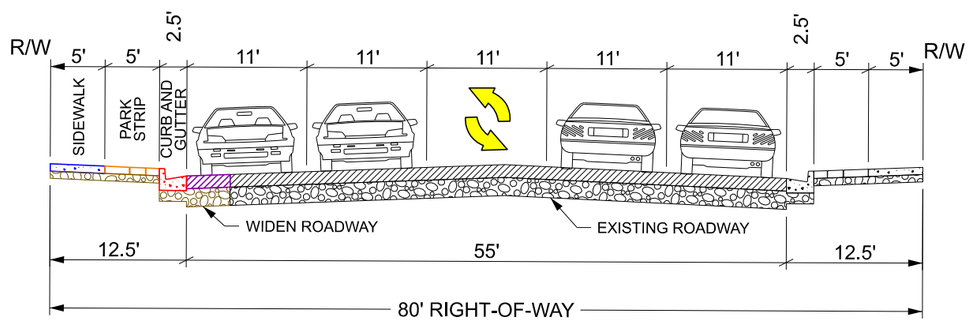
SR-171 (3500 SOUTH) SIDEWALK IMPROVEMENTS

MP 3.6 to MP 3.8 (5450 WEST TO 5300 WEST)





LOCATION MAP



TYPICAL SECTION

August 7, 2024

MEMORANDUM

TO: CITY COUNCIL

FROM: IFO PILI, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

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

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

August 2024

August 13, 2024 *Tuesday*	Harmons Ribbon Cutting, 10:30 AM; Harmons West Valley, 3955 W 3500 S
August 14, 2024 *Wednesday*	Peak JCB Grand Opening/Ribbon Cutting, 10 AM; 4527 W 2100 S
August 15, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 15, 2024 *Thursday*	Dirty Heads & Slightly Stoopid w/ Common Kings, The Elovaters, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 16, 2024 *Friday*	National Night Out Block Parties, Times Vary; Locations Vary
August 16, 2024 *Friday*	Jhene Aiko, 7 PM; Maverik Center, 3200 Decker Lake Dr
August 16, 2024 *Friday*	The Australian Pink Floyd Show, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

August 17, 2024 *Saturday*	MyHometown North East Granger Day of Service, 8-12; Locations Vary
August 17, 2024 *Saturday*	Megadeth, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
August 18, 2024 *Sunday*	Loserville 2024, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 19, 2024 *Monday*	National Night Out Senior Safety Fair, 9-11 AM; Family Fitness Center, 5415 West 3100 South
August 19, 2024 *Monday*	National Night Out Family Safety Fair, 4:30-6:30 PM; Family Fitness Center, 5415 West 3100 South
August 20, 2024 *Tuesday*	Tyler Childers – Mule Pull '24 Tour, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 21, 2024 *Wednesday*	West Valley Wednesday: Wellness Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
August 21, 2024 *Wednesday*	Santana, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 22, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 22, 2024 *Thursday*	Rob Zombie, 6PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 24, 2024 *Saturday*	MyHometown North East Granger CRC Fall Event, TBD; 2835 South 2855 West
August 24, 2024 *Saturday*	Blue October / Switchfoot / Matt Nathanson, 6:30 PM, Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 25, 2024 *Sunday*	Falling In Reverse, 5:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

August 26, 2024 *Monday*	National Night Out Block Parties, Times Vary; Locations Vary
August 28, 2024 *Wednesday*	SummerFest (NNO), 5-8 PM; Fairbourne Station Promenade, 2905 West Lehman Avenue
August 28, 2024 *Wednesday*	Chamberwest Awards Gala, 5-8:30PM, Viridian Event Center, 8030 S 1825 W
August 29, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 29, 2024 *Thursday*	Train and REO Speedwagon, 6:25 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 30, 2024 *Friday*	The Doobie Brothers 2024 – Presented by 103.5 The Arrow, 7 PM; Utah First Credit Union Amphitheatre - 5150 Upper Ridge Road, 5150 Upper Ridge Rd
August 31, 2024 *Saturday*	Hozier – Unreal Unearth Tour 2024, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 2024

September 2, 2024 *Monday*	Labor Day/City Offices Closed
September 4-5, 2024 *Wednesday/Thursday*	ULCT Annual Convention; TBD
September 5, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 5, 2024 *Thursday*	Human Musical Group Sensations GLASS ANIMALS: TOUR OF EARTH, 7:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 6, 2024 *Friday*	Bare Knuckle Fighting Championship, 6 PM; Maverik Center, 3200 Decker Lake Dr

September 6, 2024 *Friday*	Creed – Summer of ’99 Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 7, 2024 *Saturday*	MyHometown West Granger Day of Service, 8-12; Locations Vary
September 7, 2024 *Saturday*	MyHometown Central Granger CRC Fall Event, TBD; 2850 West 3835 South
September 7, 2024 *Saturday*	Jason Aldean: Highway Desperado Tour 2024, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 8, 2024 *Sunday*	Post Malone, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 9, 2024 *Monday*	Post Malone, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 10, 2024 *Tuesday*	Def Leppard, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 12, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 13, 2024 *Friday*	Lainey Wilson: Country’s Cool Again Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 13, 2024 *Friday*	Grupo Frontera, 8 PM; Maverik Center, 3200 Decker Lake Dr
September 14, 2024 *Saturday*	MyHometown Central Granger Day of Service, 8-12; Locations Vary
September 17, 2024 *Tuesday*	Sturgill Simpson, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 18, 2024 *Wednesday*	West Valley Wednesday: Weed Out Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
September 19, 2024	West Valley City Farmers Market, 5-9 PM; Centennial

Thursday	Park, 5415 W 3100 S
September 20, 2024 *Friday*	Dan + Shay, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 21, 2024 *Saturday*	MyHometown North East Granger Day of Service, 8-12; Locations Vary
September 21, 2024 *Saturday*	Los Tigres del Norte, 8:30 PM; Maverik Center, 3200 Decker Lake Dr
September 23, 2024 *Monday*	Gold Over America Tour Starring Simone Biles, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
September 25, 2024 *Wednesday*	Pitbull, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 26, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 26, 2024 *Thursday*	ZZ Top & Lynyrd Skynyrd, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

October 2024

October 3, 2024 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
October 5, 2024 *Saturday*	NHL Preseason, 5 PM; Maverik Center, 3200 Decker Lake Dr
October 5, 2024 *Saturday*	Breaking Benjamin & Staind with Special Guest Daughtry, 5:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 11, 2024 *Friday*	Imagine Dragons, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 12, 2024	MyHometown Central Granger Day of Service, 8-12;

Saturday	Locations Vary
October 12, 2024 *Saturday*	Imagine Dragons, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 15, 2024 *Tuesday*	Imagine Dragons, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 16, 2024 *Wednesday*	West Valley Wednesday: Watch Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
October 17, 2024 *Thursday*	Zach Williams Feat. Cain, Matt Maher, and Ben Fuller, 7 PM; Maverik Center, 3200 Decker Lake Dr
October 18, 2024 *Friday*	Gabriel Iglesias, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 18, 2024 *Friday*	Porter Robinson, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 19, 2024 *Saturday*	MyHometown West Granger Day of Service, 8-12; Locations Vary
October 19, 2024 *Saturday*	MyHometown North East Granger Day of Service, 8-12; Locations Vary
October 19, 2024 *Saturday*	FallFest, 12-2 PM; Roots Charter High School Garden, 1301 Cesar Chavez Drive (2320 S)

November 2024

November 5, 2024 *Tuesday*	Regular General Election, 7 AM to 8 PM; West Valley City Hall Lobby, 3600 S Constitution Blvd
November 8, 2024 *Friday*	USA vs Canada, 2024-2025 Women's Hockey Rivalry Series, Maverik Center, 3200 Decker Lake Dr
November 11, 2024 *Monday*	Veteran's Day/City Offices Closed

November 15, 2024 *Friday*	Winter Market, 2 – 8 PM; WVCFFC, 5415 W 3100 S
November 16, 2024 *Saturday*	Winter Market 10 AM – 6 PM; WVCFFC, 5415 W 3100 S
November 20, 2024 *Wednesday*	West Valley Wednesday: Wellness Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
November 23, 2024 *Saturday*	City Hall Lobby Decorating, 8-Noon; West Valley City Hall, 3600 South Constitution Blvd
November 23, 2024 *Saturday*	Survivor's of Suicide Loss, 2-4 PM; West Valley City Hall, 3600 South Constitution Blvd
November 23, 2024 *Saturday*	MyHometown Youth Council Friendsgiving, TBD; Utah Cultural Celebration Center, 1355 W 3100 S
November 28, 2024 *Thursday*	Thanksgiving/City Offices Closed

December 2024

December 18, 2024 *Wednesday*	Giving Tree, Wrapping, 8-11 AM; Utah Cultural Celebration Center, 1355 West 3100 South
December 18, 2024 *Wednesday*	West Valley Wednesday: Weed Out Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
December 19, 2024 *Thursday*	Giving Tree, Family Event, TBD; Utah Cultural Celebration Center, 1355 West 3100 South
December 25, 2023 *Wednesday*	Christmas Day/City Offices Closed

A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, August 20, 2024, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

LARS NORDFELT, CHAIR
JAKE FITISEMANU, VICE CHAIR

A G E N D A

1. Call to Order- Chairman Lars Nordfelt

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. June 4, 2024

5. Resolutions:

   A. 24-09: Authorize the Redevelopment Agency of West Valley City to Renew the Hometown Scholars Contribution Agreement with the University of Utah

6. Adjourn

- 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.

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – JUNE 4, 2024
-1-

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 4, 2024, AT 7:43 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN NORDFELT.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt, Chair
Tom Huynh *(electronically)*
William Whetstone
Scott Harmon
Don Christensen
Karen Lang
Jake Fitisemanu

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Kent Stokes, Acting Police Chief
John Evans, 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
Sam Johnson, Strategic Communications Director
Ken Cushing, IT (*electronically)*
Travis Crosby, IT

APPROVAL OF MINUTES OF SPECIAL MEETING HELD MAY 14, 2024
The Board considered Minutes of the Special Meeting held May 14, 2024. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Special Meeting held May 14, 2024. Mr. Fitisemanu seconded the motion.

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Page 1 of 4

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

A. **ACCEPT PUBLIC INPUT REGARDING THE FY 2024-2025 BUDGET**
Chairman Nordfelt informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 4, 2024, in order for the Board to hear and consider public comments regarding the FY 2024-2025 Budget.

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

> This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2024-2025 fiscal year after receiving public comment at a hearing on June 4, 2024.
>
> The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2024-2025.

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

ACTION: CONSIDER RESOLUTION 23-08, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025
The Redevelopment Agency previously held a public hearing regarding proposed Resolution 23-08 that would adopt the annual budget of the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

Upon inquiry by Chairman Nordfelt there were no further questions from members of the Authority, and he called for a motion.

Mr. Whetstone moved to approve Resolution 24-08.

Mr. Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes

Page 2 of 4

Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Chair Nordfelt	Yes

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 4, 2024, WAS ADJOURNED AT 7:45 PM. BY CHAIRMAN NORDFELT.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Redevelopment Agency of West Valley City held Tuesday, June 4, 2024.

_____
Nichole Camac
Secretary

DRAFT

Item: _____
Fiscal Impact: $180,000
Funding Source: RDA 17C-1-411 Housing Funds
Account #: 22-6071-40310-0000-00000

ISSUE:

A Resolution authorizing the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah School of Business Opportunity Scholars program for the My Hometown Scholarship for the benefit of West Valley City students in a program to promote higher education as part of the strategic goals set forth by the Council for Economic Development.

SYNOPSIS:

As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the seventh year of the Opportunity Scholars - RDA partnership.

This year the My Hometown Scholarship program assisted 24 West Valley City University Students. There were 16 students who graduated from the program this year. This scholarship program is widely advertised and promoted at all of the city's high schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies, they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well.

BACKGROUND:

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2024. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

RECOMMENDATION:

Approval of the Resolution and Contribution Agreement.

SUBMITTED BY:

Jonathan Springmeyer, Economic Development Director

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY TO RENEW THE HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF UTAH.

WHEREAS, the Redevelopment Agency of West Valley City (the "Agency") undertakes a variety of initiatives to promote economic development in the City; and

WHEREAS, one of the strategic long-term goals of the Agency is to promote the successful completion of higher education for West Valley City students as this provides for a strong capable workforce and a more stable economy in the City; and

WHEREAS, the University of Utah's David Eccles Business School (the "University") operates an Opportunity Scholars Program (the "Program") that offers mentoring, scholarships, and academic support to first generation immigrant students at the University; and

WHEREAS, the Program has achieved a 93% graduation rate for program participants, all of whom qualify for need based financial aid and who face substantial barriers to educational attainment prior to Program participation; and

WHEREAS, the Agency and West Valley City share a commitment to promoting an educated workforce in the City and supporting the continued vitality of West Valley City's immigrant community; and

WHEREAS, the Agency and the University have established the Hometown Scholars partnership that has produced excellent results for West Valley City residents; and

WHEREAS, the partnership between the Agency and the University has offered a unique opportunity to promote shared goals of supporting affordable housing options and investing in the future leaders of our City; and

WHEREAS, the Agency has prepared a Contribution Agreement (the "Agreement") between the Agency and the University to offer support to the Program and to continue a partnership between the Agency and the University; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City finds that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to

execute said Agreement for and on behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is entered into as of _____ _____ (the "Effective Date"), by and between the Redevelopment Agency of West Valley City, a Utah political subdivision ("AGENCY") and the University of Utah ("University"), a body politic and corporate of the State of Utah, on behalf of its David Eccles School of Business (the "Business School").

RECITALS

A. The Business School operates the Opportunity Scholars Program the ("Program"), which provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance and anytime access to Latu Kinikini (the "Program Director");

B. The Business School's Opportunity Scholars Program offers first generation students who qualify for need-based financial aid a combination of scholarships and mentoring services that has proven extremely effective in increasing graduation rates and preparing students to maximize their opportunities following graduation; and

C. The AGENCY seeks to contribute funds to the Business School in support of a pilot program to facilitate academic success and offer support for the partial or full cost of attendance, including housing expenditures.

For the consideration set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Engagement; Services and Work Product. In exchange for the Contribution (as defined below), the AGENCY hereby engages the Business School as an independent contractor, and the Business School hereby accepts such engagement, upon the terms and subject to the conditions set forth in this Agreement.

1.1 Services. During the term of this Agreement, the Business School, through the Program, will use the Contribution for scholarships as set forth in Exhibit A.

1.2 Program Director. The Program Director responsible for supervising students engaged in the Program shall be Latu Kinikini, unless the parties agree otherwise. In the event the Program Director is unwilling or otherwise unable to continue performing services as the Program Director (for example, the Program Director terminates his or her employment with the University of Utah for any reason), the parties will in good faith select a replacement Program Director acceptable to both parties. If the parties are unable, for any reason, to identify a Program Director acceptable to both parties, either the AGENCY or the Business School may terminate this Agreement upon thirty (30) calendar days notice to the other party.

2. Contribution.

2.1 Contribution. In support of the Program, AGENCY shall contribute Seventy-Six Thousand Dollars ($76,000.00) (the "Contribution") to the Business School.

2.2 Cash Payment. The AGENCY shall pay the Contribution to the Business School within thirty days of execution of this Agreement.

2.3 Housing Units. The AGENCY shall secure, and be responsible for all payments associated with, four two bedroom housing units for use by Program participants selected by the Business School ("Units"). No portion of the Contribution made to the Business School is intended to be used to pay for, and shall not be used to pay for the Units. The Agency shall make these Units available to the Program participants free of charge. Program participants, and not the Business School, shall be responsible for any damage to the Units. The University and the Business School each hereby disclaim any liability with respect to the housing Units procured by the Agency for use by the students in the Program, including without limitation, the payment of any rent, down payments, security deposits, insurance and/or damages to any of the Units.

3. Changes to the Agreement. The Business School shall not change the use of the Contribution as set forth in Exhibit A without a written amendment signed by the AGENCY and the Business School.

4. Relationship of the Parties.

4.1 Status as an Independent Contractor. The Business School shall at all times during the term of this Agreement and in the performance of the Services be an independent contractor. Neither the Business School nor any employee or student of the Business School shall be considered an employee of the AGENCY for any purpose.

4.2 No Benefits. The Business School acknowledges and agrees that, as an independent contractor, neither the Business School nor any of its students, employees or subcontractors shall be entitled to participate in any employee fringe benefit, medical or life insurance, pension or other similar plan sponsored by the AGENCY.

4.3 Selection of Recipients. The Business School shall determine the method, details, and means of awarding scholarships as set forth in Exhibit A.

5. Term; Termination.

5.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will automatically expire on July 31, 2025 (the "Expiration Date").

5.2 Termination for Cause. Either party may terminate this Agreement, at such party's discretion, thirty (30) days after serving notice upon the other party to this Agreement of the occurrence of any event of default as set forth below on the part of the other party, unless such other party shall have cured such event of default within such thirty (30) day period.

5.3 Effect of Termination. Within thirty (30) days following the effective date of expiration or earlier termination of this Agreement, the Business School shall deliver to the AGENCY all funds from the Contribution that have not been awarded to students at the time of termination.

5.4 Survival. Sections 4.1, 4.2, and 5 through 10, inclusive, of this Agreement shall survive any expiration or earlier termination of this Agreement and shall continue in effect.

6. Confidentiality.

6.1 Confidentiality. The Business School shall maintain in strict confidence, and shall use and disclose only as authorized by the AGENCY, all Confidential Information (as defined below) that the Business School receives in connection with the performance of Services and development of the Work Product under this Agreement. Notwithstanding the foregoing restrictions, the AGENCY acknowledges that the Business School is a governmental entity and subject to the Utah Government Records Access and Management Act, Sec. 63G-2-101 *et seq.*, Utah Code Ann. ("GRAMA") and Sec. 53B-16-301 *et seq.*, Utah Code Ann., and that the Business School's confidentiality obligations shall in all cases be subject to its obligations under GRAMA, or to an order of any court or other governmental authority, but only after the AGENCY has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Pursuant to Section 63G-2-309 of GRAMA, the AGENCY hereby claims that all properly identified Confidential Information provided to Business School in connection with the Services are "protected records" under Section 63G-2-305 of GRAMA and contain proprietary business information (including without limitation, trade secrets and commercial information). The Confidential Information is not publicly available, is critical to the AGENCY's operations, and would not be disclosed without assurance that the Confidential Information will remain confidential to the extent permitted by law.

6.2 Confidential Information. For purposes of this Agreement, "Confidential Information" means a properly identified trade secret or commercial information (as defined at Section 63G-2-305) provided to the Business School by the AGENCY, which may include (a) the name or address of any customer or supplier of the AGENCY, or of any other person or entity with which the AGENCY does business or any information concerning the transactions of any customer, supplier or other person or entity with the AGENCY; (b) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of the AGENCY, to the extent such information has not been made available to the public by the AGENCY; and (c) any other trade secret or commercial information marked or noted to be confidential by the AGENCY at the time of disclosure. Confidential Information shall not include any information (x) that is or becomes generally known to the public through sources independent of the AGENCY and through no fault of the Business School; or (y) that is available or becomes available to the Business School from a third party who has a right to disclose it to the Business School other than in the Business School's capacity under this Agreement; or (z) that is independently developed or acquired by the Business School or the Business School's personnel other than in the course of performing Services under this Agreement and without reliance in any way upon Confidential Information.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflict of laws.

7.2 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

7.3 Assignment. The benefit of this Agreement may not be assigned or in any manner transferred and the obligations may not be delegated by either party, except with the prior written consent of the other party hereto. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and permitted assigns.

7.4 No Waiver. The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.

7.5 Captions. The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

7.6 Notices. Any notice, request, consent and other communications hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by courier service, or (c) by fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth below. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if delivered by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

If to the Business School: University of Utah

_____

_____

Tel _____

Fax _____

and to the address of the Faculty Supervisor.

If to the AGENCY: Redevelopment Agency of West Valley City
Attn: Wayne Pyle
3600 Constitution Blvd.
West Valley City, UT 84119

7.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to the subject matter hereof. No representation, oral or written, modifying or contradicting the terms of this Agreement have been made by any part except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

7.8 Uncontrollable Forces. Neither the AGENCY nor the Business School shall be considered to be in default of this Agreement if delays in or failure of performance hereunder shall be due to uncontrollable forces the effect of which the nonperforming party could not avoid by exercise or reasonable diligence.

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

University of Utah, a body politic and corporate of the state of Utah	Redevelopment Agency of West Valley City
"BUSINESS SCHOOL"	"AGENCY"
_____	_____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
	ATTEST:
	_____
	Secretary

EXHIBIT A

CONTRIBUTION TERMS

The Business School shall use the Contribution, as follows:

1) The Business School shall fund scholarships only for students with a connection to West Valley City. A connection to West Valley City can be established by permanent residency in West Valley City, graduation from or attendance at a high school located in West Valley City, or other educational, vocational, or social connection to West Valley City sufficient to merit consideration for a scholarship in the discretion of the Business School.
2) The Business School shall offer mentoring services, academic support, and other assistance as required by and through the Opportunity Scholars Program.
3) The Business School shall provide sufficient information to the AGENCY to permit the AGENCY to evaluate the success of the Program, the contribution of the Program to student success, and the viability of a continued partnership between the AGENCY and the Business School. Such information shall be determined solely by the Business School and in no event shall the Business School provide, or be required to provide, any information that would violation any applicable laws, including without limitation, the Family Educational Rights and Privacy Act (**FERPA**).
4) For avoidance of doubt, the Contribution does not include any obligation with respect to the Units.