The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, December 10, 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 Jake Fitisemanu

4. Special Recognitions

5. Approval of Minutes:

   A. November 26, 2024

6. Awards, Ceremonies and Proclamations:

   A. Essential Piece Award Recognitions

7. Public Comment Period

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

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

8. Public Hearings:

A. Accept Public Input Regarding Application GPZ-5-2024, Filed by Grow Development, Requesting a General Plan Zone Change from Large Lot Residential (2-3 Units/Acre) and Low Density Residential (3-4 Units Acre) to Small Lot Residential (4-7 Units/Acre) and 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) with a Planned Unit Development (PUD) for Property Located at 3876 South 6000 West

Action: Consider Ordinance 24-42, Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2-3 Units/Acre) and Low Density Residential (3-4 Units Acre) to Small Lot Residential (4-7 Units/Acre) for Property Located at 3876 South 6000 West

Action: Consider Ordinance 24-43, Amend the Zoning Map to Show a Change of Zone For Property Located at 3814 and 3876 South 6000 West 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 24-145, Authorize the City to Enter Into a Development Agreement with Grow Development, LLC for Approximately 6.68 Acres of Property Located at Approximately 3814 South 6000 West

B. Accept Public Input Regarding a Proposed Appropriation of City Funds and Property to West Valley Arts to Operate a Community Theater and a Determination of Whether the West Valley Performing Arts Center Should be Declared Surplus and Appropriated to West Valley Arts

Action: Consider Resolution 24-167, Declare Certain Properties Surplus, Authorize an Appropriation to West Valley Arts, and Approve a Facility and Grant Agreement

9. Resolutions:

A. 24-168: Award a Contract to Life Is Good Investments, LLC for Replacement of Two Bridges at Stonebridge Golf Course

10. Consent Agenda:

A. Reso 24-169: Authorize the City to Execute a Right of Way Easement in Favor of Rocky Mountain Power

B. Reso 24-170: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Carlos and Ana Matamoros for Property Located at 3576 South 6800 West

C. Reso 24-171: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Danny Trujillo for Property Located at 3588 South 6800 West

D. Reso 24-172: Ratify the Appointment of Ifo Pili, Reappointment of Lars Nordfelt, Karen Lang, Dean Lundell, and Lyle Phelps as Members to the West Valley City Audit Review Committee and Reappointment of Lars Nordfelt as Chair of the Audit Review Committee

E. Reso 24-173: Ratify the City Manager's Appointment of Justin Turcsanski to the Professional Standards Review Board for a Term Commencing December 10, 2024 and Ending June 30, 2026

F. Reso 24-174: Authorize the City to Execute a Notice of Abandonment of Easement

11. Motion for Closed Session (if necessary)

12. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 26, 2024**
**-1-**

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, NOVEMBER 26, 2024 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

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
Sam Johnson, Strategic Communications Director
Travis Crosby, IT

**OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON**
Councilmember Harmon asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

**APPROVAL OF MINUTES OF REGULAR MEETING HELD NOVEMBER 12, 2024**

DRAFT

The Council considered the Minutes of the Regular Meeting held November 12, 2024. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Regular Meeting held November 12, 2024. Councilmember Huynh seconded the motion.

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

**AWARDS, CEREMONIES, AND PROCLAMATIONS**

Councilmember Whetstone read a proclamation declaring November 30, 2024 as Small Business Saturday in West Valley City. Andres Sanchez, owner of La Casa Del Tamal, accepted the proclamation.

Jackson Best received recognition for winning the Fall 2024 Design WVC contest.

**PUBLIC COMMENT PERIOD**

Jim Vesock shared several updates about recent events in West Valley City. In the past month, three new businesses opened: Cafe Rio, Marco's Pizza, and Jersey Mike's, all of which were involved in community events. Marco's Pizza donated pizza rolls for a local event, and Jersey Mike's contributed 20 sandwich cards for a Friendsgiving event. He also highlighted the success of a local youth recital, mentioning how a 14-year-old youth president ran the event efficiently. Additionally, Mr. Vesock attended a rental property tour, where he was impressed by the quality of new properties being developed in the area.

Mike Markham suggested two points. First, he proposed that the city invest in a front-end alignment rack for its shop, which would save money by allowing vehicle repairs to be done in-house rather than outsourcing them at a cost of $125 per hour. Second, he noted that the Westerner, a long-established business on Redwood Road, was missing from a list of local establishments and wondered if its omission was an oversight.

Choice Kinden, a social work intern at Valley Behavioral and a veteran, shared part of an op-ed he wrote, which was recently published. He reflected on his struggles with addiction, mental health, and homelessness after serving as an infantry team leader during the Iraq War. He described the harshness of Utah winters, recalling his experiences of surviving homelessness, including seeking warmth at bus stations and pretending to miss buses to stay indoors. Mr. Kinden emphasized the growing homeless crisis, urging the community to act before winter sets in. He recommended proactive solutions, such as utilizing vacant buildings, churches, or hotels as emergency shelters, and establishing warming centers similar to summer cooling stations. He also advocated for more frequent clothing drives

and increased community engagement to strengthen the support for the homeless population.

Jihad Al-Ali raised two main points during the meeting. First, he expressed frustration about his missing dog and accused animal services of not assisting in locating it, despite his efforts to get help. He stressed the emotional pain he felt over the loss, mentioning cultural differences in his attachment to his dog. Second, Al-Ali discussed his past experiences, including his involvement in the Middle East revolutions and his influence through technology. He stated that he had played a significant role in political movements and hinted at starting another revolution. He concluded with praise for Officer Navarro and his leadership.

**PUBLIC HEARINGS**

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-7-2024, FILED BY VANTRUST REAL ESTATE, REQUESTING A GENERAL PLAN CHANGE FROM MEDIUM DENSITY RESIDENTIAL AND LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A (AGRICULUTRE, MINIMUM LOT SIZE 1/2 ACRE) AND A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 5892 AND 5998 WEST PARKWAY BLVD**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 26, 2024, in order for the City Council to hear and consider public comments regarding application GPZ-7-2024, Filed by VanTrust Real Estate, Requesting a General Plan Change from Medium Density Residential and Large Lot Residential to Light Manufacturing and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) and A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing) for Property Located at 5892 and 5998 West Parkway Blvd.

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

> The intended development for this property is an industrial project with a total of 600,320 square feet of buildings as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.
>
> A General Plan/zone change application (GPZ-2-2023) was submitted on this property in 2023 with the same requested General Plan designation and zoning as those requested in this application. The Council denied the application in June of 2023 with four members voting to deny the

application and three voting not to deny. There are several noteworthy changes with the current application over the previous application. These changes are listed below:

- The prior concept plan was prepared as a speculative plan for the landowner who was planning to sell the property. The latest concept plan was prepared for an industrial developer, VanTrust.
- The prior concept plan did not relocate the Riter Canal, resulting in an inefficient layout with some smaller buildings. The latest concept relocates the Riter Canal, resulting in what staff believes is an improved layout that is more efficient and attractive for tenants.
- The prior concept plan terminated Stegner Way in a cul-de-sac. The latest concept plan continues Stegner Way along the south side of the subject property to provide a future connection to 5900 West once it is constructed to the east. The Public Works Department prefers this road design over the previous cul-de-sac.

Mayor Lang opened the Public Hearing.

Chris McClusky, applicant, expressed excitement about being part of the community. He emphasized VanTrust's commitment to being a strong development partner.

Mayor Lang closed the Public Hearing.

**ACTION: ORDINANCE NO. 24-45, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM MEDIUM DENSITY RESIDENTIAL AND LARGE LOT RESIDENTIAL TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5892 WEST AND 5998 W PARKWAY BLVD**

The City Council previously held a public hearing regarding proposed 24-45 that would amend the General Plan to Show a Change of Land Use from Medium Density Residential and Large Lot Residential to Light Manufacturing for Property Located at 5892 West and 5998 W Parkway Blvd.

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

Councilmember Huynh moved to approve Ordinance 24-45.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |
| Councilman Whetstone | No |
| Councilman Harmon | Yes |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |
| Councilman Nordfelt | Yes |
| Mayor Lang | Yes |

Majority.

**ACTION: ORDINANCE NO. 24-46, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5892 AND 5998 W PARKWAY BLVD FROM A (AGRICULUTRE, MINIMUM LOT SIZE 1/2 ACRE) AND A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO M (MANUFACTURING)**

The City Council previously held a public hearing regarding proposed 24-46 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5892 and 5998 W Parkway Blvd from A (Agriculture, Minimum Lot Size 1/2 Acre) and A-1 (Agriculture, Minimum Lot Size 1 acre) to M (Manufacturing).

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

Councilmember Harmon moved to approve Ordinance 24-46.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |
| Councilman Whetstone | No |
| Councilman Harmon | Yes |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |
| Councilman Nordfelt | Yes |
| Mayor Lang | Yes |

Majority.

**ACTION: RESOLUTION NO. 24-154, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH VANTRUST REAL ESTATE FOR APPROXIMATELY 37.53 ACRES OF PROPERTY LOCATED AT**

**APPROXIMATELY 5892 AND 5998 WEST PARKWAY BLVD**

Mayor Lang discussed proposed Resolution 24-154 that would authorize the City to Enter Into a Development Agreement With VanTrust Real Estate for Approximately 37.53 Acres of Property Located at Approximately 5892 and 5998 West Parkway Blvd.

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

> VanTrust Real Estate has submitted a General Plan/zone change application (GPZ-7-2024) on 37.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.
>
> The proposed development agreement addresses five topics: the extension of Stegner Way to the east, the prohibition of industrial traffic on Stegner Way, the installation of a parkstrip and trail along the south side of Beagley Road, the potential sale of a City parcel, and the installation of a box culvert and channel for the realigned Riter Canal.

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

Councilmember Huynh moved to approve Resolution 24-154.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

DRAFT

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-10-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO AMEND SECTIONS 7-6-301, ADD SECTIONS 7-10-400P THROUGH 7-10-402, AND REMOVE SECTIONS 7-14-100P THROUGH 7-14-104**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 26, 2024, in order for the City Council to hear and consider public comments regarding Application ZT-10-2024, Filed by West Valley City, Requesting a Zone Text Change to Amend Sections 7-6-301, Add Sections 7-10-400P through 7-10-402, and Remove Sections 7-14-100P through 7-14-104.

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

> The proposed changes would remove the Decker Lake Station Overlay Zone (DLSOZ) and add development standards for properties along Decker Lake Drive between 3100 South and 3500 South.
>
> In summary, staff is proposing to remove the DLSOZ for the following reasons:
>
> - When the DLSOZ was first adopted in 1996, the area was mostly developed. Today, the area is largely developed.
> - There are only five parcels where the DLSOZ still exists. As a result, staff is proposing to remove the DLSOZ from these parcels as submitted in application Z-8-2024.
> - As part of the same application mentioned above (Z-8-2024) four of the five parcels with the DLSOZ are proposed to be rezoned from M (Manufacturing) to C-2 (General Commercial). Doing so replaces many of the use restrictions of the DLSOZ.
> - As required by the State legislature. The City is currently working with a consultant team hired by Wasatch Front Regional Council to create station area plans for the River Trail, Redwood Junction, and Decker Lake light rail stations. Once the plans are adopted, the City will consider land use regulations to implement these plans as required by State code. In other words, any future land use regulations adopted to implement the station area plan for the Decker Lake light rail station area will take the place of the Decker Lake Station Overlay Zone.

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

**ACTION: ORDINANCE NO. 24-47, AMEND SECTION 7-6-301, ENACT PART 7-10-400P, AND REPEAL PART 7-14-100P TO REMOVE THE DECKER LAKE STATION OVERLAY ZONE AND ADD DEVELOPMENT STANDARDS FOR PROPERTIES ALONG DECKER LAKE DRIVE BETWEEN 3100 SOUTH AND 3500 SOUTH**

The City Council previously held a public hearing regarding proposed Ordinance 24-47 that would amend Section 7-6-301, Enact Part 7-10-400P, and Repeal Part 7-14-100P to Remove the Decker Lake Station Overlay Zone and Add Development Standards for Properties Along Decker Lake Drive Between 3100 South and 3500 South.

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

Councilmember Whetstone moved to approve Ordinance 24-47.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

C. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-8-2024, FILED BY WEST VALLEY CITY, REQUESTING REMOVAL OF THE DECKER LAKE STATION OVERLAY ZONE AND A ZONE CHANGE FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL) FOR PROPERTIES LOCATED AT 3022, 3038, AND 3074 SOUTH DECKER LAKE DRIVE AND 2964 SOUTH TUNDRA LANE, AND REMOVAL OF THE DECKER LAKE STATION OVERLAY ZONE FOR PROPERTY LOCATED AT 2212 WEST 3100 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 26, 2024, in order for the City Council to hear and consider public comments regarding Z-8-2024, Filed by West Valley City, Requesting Removal of the Decker Lake Station Overlay Zone and a Zone Change

from M (Manufacturing) to C-2 (General Commercial) for Properties Located at 3022, 3038, and 3074 South Decker Lake Drive and 2964 South Tundra Lane, and Removal of the Decker Lake Station Overlay Zone for Property Located at 2212 West 3100 South.

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

> City staff has submitted a zone change application for 5 parcels located at 3022, 3038, and 3074 S Decker Lake Dr; 2964 S Tundra Ln; and 2212 W 3100 S. City staff has also submitted application ZT-10-2024 to remove the DSLOZ from the zoning ordinance. If the City removes the DSLOZ from the zoning ordinance, it must also be removed from the zoning map.
>
> The DSLOZ includes many use restrictions that would no longer be in effect if this application and application ZT-10-2024 are approved. For this reason, staff is proposing to change the zoning on four of the five subject parcels from M (Manufacturing) to C-2 (General Commercial).
>
> While the current uses of lodging facilities and public utility installations are both allowed uses in the C-2 zone, other industrial uses allowed in the M zone are not. The fifth parcel, which is owned by Granger Hunter Improvement District, does not meet the minimum lot size required in the C-2 zone. Therefore, staff is recommending that the M zoning on this parcel remain.

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

**ACTION: ORDINANCE NO. 24-48, AMEND THE ZONING MAP TO REMOVE THE DECKER LAKE STATION OVERLAY ZONE AND CHANGE THE ZONING FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 3022, 3038, AND 3074 SOUTH DECKER LAKE DRIVE AND 2964 SOUTH TUNDRA LANE AND REMOVE THE DECKER LAKE STATION OVERLAY ZONE FROM THE PROPERTY AT 2212 WEST 3100 SOUTH**

The City Council previously held a public hearing regarding proposed Ordinance 24-48 that would amend the Zoning Map to Remove the Decker Lake Station Overlay Zone and Change the Zoning from M (Manufacturing) to C-2 (General Commercial) for Property Located at 3022, 3038, and 3074 South Decker Lake Drive and 2964 South Tundra Lane and Remove the Decker Lake Station Overlay Zone from the Property at 2212 West 3100 South

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

Councilmember Nordfelt moved to approve Ordinance 24-48.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

**ORDINANCE 24-49: AMEND SECTION 1-2-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE CERTAIN PARKS AND RECREATION FEES**

Mayor Lang presented proposed Resolution 24-49 that would amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees.

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

> The Player Passes have been in very high demand over the past several seasons. We propose to increase the opportunity for general public play. In order to do that we are proposing to decrease the number of the Player Passes that tend to fill up a large number of tee times and increase the fee to $299.

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

Councilmember Harmon moved to approve Ordinance 24-49.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |

| | |
|---|---|
| Councilman Whetstone | Yes |
| Councilman Harmon | Yes |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |
| Councilman Nordfelt | Yes |
| Mayor Lang | Yes |

Unanimous.

**RESOLUTION 24-155: AWARD A CONTRACT TO AMERICAN MECHANICAL SYSTEMS SERVICE FOR REPAIRS TO THE FAMILY FITNESS CENTER**

Mayor Lang presented proposed Resolution 24-155 that would award a Contract to American Mechanical Systems Service for Repairs to the Family Fitness Center.

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

> West Valley City Family Fitness Center had a centralized chiller installed to be more energy efficient. When installed, it was determined that glycol could make the unit less energy efficient so it was not originally included.
>
> To protect the cooling system from freezing, the cooling system will be separated to isolate the outdoor elements and filled with glycol. By separating the outdoor system, lesser amounts of glycol will be needed, thus reducing the cost and maintenance. This project includes plumbing, pumps and glycol.

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

Councilmember Fitisemanu moved to approve Resolution 24-155.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

**RESOLUTION 24-156: APPROVE AN EXECUTIVE ORDER TO AMEND THE PERSONNEL POLICIES AND PROCEDURES MANUAL**

Mayor Lang presented proposed Resolution 24-156 that would approve an Executive Order to Amend the Personnel Policies and Procedures Manual.

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

> The Human Resources Office recently conducted market research on these topics and collaborated with our City's Administration to propose policy updates that promote best practices and align with industry standards.
>
> Consent of the City Council is required to finalize and implement the revised manual as outlined in City Code 3-2-102 (1) "The City Manager is the Chief Executive Officer of the City and has the following powers and duties:" (2) d. "Prescribe such rules and regulations by executive order, with the advice and consent of the City Council, as the City Manager shall deem necessary or expedient for the conduct of all departments, divisions, and offices; and revoke, suspend, or amend any rule or regulation by whoever prescribed."

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

Councilmember Harmon moved to approve Resolutions 24-156.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

**RESOLUTION 24-157: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PONTIFEX CONSULTING GROUP, LLC**



DRAFT

Mayor Lang resented proposed Resolution 24-157 that would authorize the Execution of a Professional Services Agreement with Pontifex Consulting Group, LLC.

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

> This study will evaluate and update the City's pay structure through job classification, market analysis, and equity assessment, providing recommendations to align compensation practices with industry standards. Pontifex Consulting Group will take the time to understand our City's culture, needs, and objectives, ensuring that the project supports our goal of attracting and retaining skilled employees.
>
> West Valley City recently modified its pay structure, moving civilian employees to a pay range system while keeping sworn public safety employees on a step scale. To ensure a competitive and equitable pay structure moving forward, the City issued a Request for Proposals (RFP) for a comprehensive compensation study and analysis. The RFP generated responses from 15 qualified consulting firms, each offering expertise in public sector compensation analysis. After evaluating the proposals, Pontifex Consulting Group was identified as the firm best suited to meet the City's needs for this project. Their work will evaluate current classifications, benchmark against other municipalities, and address internal equity to recommend a fair and effective compensation system that supports recruitment, retention, and employee satisfaction.

Councilmember Whetstone stated that he would be voting "no" on the matter, expressing concern that the previous resolution with the policy change had studies conducted by staff. He suggested that the services in question could be handled by staff instead.

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

Councilmember Nordfelt moved to approve Resolutions 24-157.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |
| Councilman Whetstone | No |
| Councilman Harmon | Yes |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |



DRAFT

| | |
|---|---|
| Councilman Nordfelt | Yes |
| Mayor Lang | Yes |

Majority.

**RESOLUTION 24-158: APPROVE A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC**

Mayor Lang presented proposed Resolution 24-158 that would approve a Master Services and Purchasing Agreement with Axon Enterprise, Inc

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

> The West Valley City Police Department has equipped its police officers with body-worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency. In 2014, West Valley City selected Axon Enterprise, Inc. to fulfill these needs. The Department now wants to renew this contract and add a legally compliant AI system called "Draft One" to the agreement. This renewal will allow the Department to continue to meet our existing needs for cameras and other services provided by Axon. The annual cost of the contract is $600,110.81.
>
> Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Body-worn cameras can increase transparency and accountability by preserving an exact record of interactions occurring between the police and public.
>
> Axon has a goal to eliminate the need for deadly force by continued advancements in their Taser platform. The new Taser 10 platform provides accurate targeting from further distance, increasing the safety of the operator and the overall safety of all involved.
>
> AI report writing software (Draft One) creates a report from the audio transcription of the body worn camera. Draft One creates a report that is accurate, complete, professional, and grammatically correct while saving the officer time regurgitating what has already happened

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

Councilmember Christensen moved to approve Resolution 24-158.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

**RESOLUTION 24-159: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR A VETERAN'S PARK**

Mayor Lang presented proposed Resolution 24-159 that would authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for a Veteran's Park.

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

> This agreement provides for the City to receive TRCC funding from the County for the completion of Phases I and II of the Veteran's Park. The agreement provides for the City to receive $923,840 conditioned upon completion of the project in accordance with the project plans.

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

Councilmember Whetstone moved to approve Resolutions 24-159.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |
| Councilman Whetstone | Yes |
| Councilman Harmon | No |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |
| Councilman Nordfelt | No |



DRAFT

Mayor Lang Yes

Majority.

**RESOLUTION 24-160: AWARD A CONTRACT TO PRONGHORN CONSTRUCTION, INC FOR THE 2024-2025 SIDEWALK REPAIR PROJECT**

Mayor Lang discussed proposed Resolution 24-160 that would award a Contract to Pronghorn Construction, Inc for the 2024-2025 Sidewalk Repair Project.

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

> The City has a sidewalk repair program that focuses on repairing all damaged sidewalks within a neighborhood. There are many locations throughout the City that have very severe damage to the sidewalks that have largely been caused by tree roots. This project concentrates on those severely damaged sidewalk throughout the City.
>
> This project includes the repair of damaged sidewalk in approximately 50 locations, including the removal of over 70 trees, repairing approximately 1,400 feet of sidewalks.
>
> Locations can be viewed at the following link:
>
> 2024-25 Sidewalk Repair Map
>
> Bids were opened for the project on October 29, 2024. A total of six (6) bids were received. The lowest responsible bidder was Pronghorn Construction, Inc. in the amount of $172,225.00.

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

Councilmember Huynh moved to approve Resolutions 24-160.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

**RESOLUTION 24-161: APPROVE THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING**

Mayor Lang presented proposed Resolution 24-161 that would approve the Purchase of Streetlights from Mountain States Lighting.

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

> The City needs to order 99 street light assemblies for the 2025 Street Light Project. The project includes restoration of 45 lights on Lake Park Blvd. from Parkway Blvd. to Corporate Park Dr. and 54 new neighborhood street lights at 18 locations throughout the City.
>
> Mountain States Lighting has supplied street lights to the City since 2006. The City normally purchases lights directly from the Mountain States and supplies them to City contractors for installation because of a significant discount given to the City.
>
> The budget opening is requested to order these materials now as there is a long lead time to procure these items.

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

Councilmember Whetstone moved to approve Resolutions 24-161.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

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

Unanimous.

**RESOLUTION 24-162: APPROVE THE PURCHASE OF A WHEEL ALIGNMENT MACHINE FROM HUNTER ENGINEERING COMPANY**

Mayor Lang presented proposed Resolution 24-162 that would approve the Purchase of a Wheel Alignment Machine from Hunter Engineering Company.

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

> The City's Fleet Division sends out approximately 100–150 vehicles to outside venders for wheel alignments each year. Current service costs to the outside vendors are approximately $75 per vehicle. To shuttle vehicles back and forth it requires two employees 30 minutes each way, totaling two hours per vehicle.
>
> To improve service and efficiency, the Fleet Division recommends the purchase of a Hunter Wheel Alignment Machine and a four-post alignment rack (lift) to enable alignments to be performed in-house. This purchase will eliminate the need for two people to shuttle vehicles back and forth, making the shop personnel more efficient and reducing downtime for our city customers.
>
> Hunter Engineering Company has a State purchasing contract (PA4105) to sell this equipment.
>
> This purchase was presented to the City Council in the strategic planning process and was recommended to be funded from the CIP Fund.

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

Councilmember Huynh moved to approve Resolutions 24-162.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

DRAFT

Unanimous.

**RESOLUTION 24-163: APPROVE THE PURCHASE OF A MASTIC ROAD PATCHING MACHINE FROM DAWSON INFRASTRUCTURE SOLUTIONS**

Mayor Lang presented proposed Resolution 24-163 that would approve the Purchase of a Mastic Road Patching Machine from Dawson Infrastructure Solutions.

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

> For the past several years the Public Works Department has been using a mastic patching product to repair potholes. Prior to the use of mastic patching material to patch potholes the City used cold mix asphalt patches in the winter months, which frequently pop out after a short period of time especially during the freeze and thaw cycles that cause the potholes in the first place. The patching material is a heated mastic product designed for filling large cracks and potholes and is very effective in staying in place.
>
> The Public Works Department has been using a rented mastic machine to install mastic pothole patches. The City rents the machine for a period of four months each winter, and will break even with rental costs in under five years. The City will benefit from year-round availability to use the machine instead of just during the winter months. It is anticipated that this machine will be used for at least ten years.
>
> The machine is being purchased under a nationwide Omnia Partners cooperative purchasing contract.

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

Councilmember Nordfelt moved to approve Resolutions 24-163.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

| | |
|---|---|
| Councilman Fitisemanu | Yes |
| Councilman Whetstone | Yes |
| Councilman Harmon | Yes |
| Councilman Huynh | Yes |
| Councilman Christensen | Yes |

| | |
|---|---|
| Councilman Nordfelt | Yes |
| Mayor Lang | Yes |

Unanimous.

**CONSENT AGENDA**

A. **RESOLUTION 24-164: ACCEPT A PUBLIC UTILITY AND STREET LIGHTING EASEMENT FROM ASAHI REFINING USA, INC. FOR PROPERTY LOCATED AT 4601 WEST 2100 SOUTH**

Mayor Lang discussed proposed Resolution 24-164 that would accept a Public Utility and Street Lighting Easement from Asahi Refining USA, Inc. for Property Located at 4601 West 2100 South.

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

> The Asahi Refining USA, Inc. located at 4601 West 2100 South is currently working on an expansion. Installation of street lighting is required as part of the expansion. Streetlights are typically installed in the park strip between the curb and the sidewalk. It was discovered that due to the numerous utilities located in the park strip it was necessary to install the streetlights behind the sidewalk, outside of the public right-of-way. As the streetlights will be located outside the public right-of-way, a Public Utility and Street Lighting Easement was required.

B. **RESOLUTION 24-165: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM BLAKE HATHAWAY FOR PROPERTY LOCATED AT 3524 SOUTH 6800 WEST**

Mayor Lang discussed proposed Resolution 24-165 that would authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Blake Hathaway for Property Located at 3524 South 6800 West.

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

> The Blake Hathaway parcel located at 3524 South 6800 West is one of eight parcels affected by the 6800 West Street Improvements Project; 3750 South to 3500 South. This project will include the construction of curb, gutter,

sidewalk, patterned concrete, streetlights and widened asphalt on the west side of 6800 West Street. The project is necessary to match up to improvements being built on the east side of 6800 West by a development. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements of $7,500.00 was negotiated based upon the appraisal prepared by Integra Realty Resources, which indicated a value of $7,200.00. An affidavit signed by Blake Hathaway along with a Certified Copy of Death Certificate to remove Kathy Hathaway from the title is also included.

C. **RESOLUTION 24-166: AUTHORIZE THE CITY TO EXECUTE AN UNDERGROUND RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER**

Mayor Lang discussed proposed Resolution 24-166 that would authorize the City to Execute an Underground Right of Way Easement in Favor of Rocky Mountain Power

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

> EV Chargers are being installed at the Family Fitness Center. Rocky Mountain Power is requiring an Underground Right-of-way Easement in its favor at the West Valley City Family Fitness Center in order to install infrastructure to provide power for the approved EV Chargers.

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

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

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, NOVEMBER 26, 2024 WAS ADJOURNED AT 7:09 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 26, 2024.

_____
Nichole Camac, MMC
City Recorder

DRAFT

# Recognitions

## WVC ESSENTIAL PIECE AWARD

## WHAT IS THE ESSENTIAL PIECE AWARD

The Essential Piece recipients are residents in West Valley City who have made a significant effort to impact the quality of life and experience in our community. The Essential Piece award has been awarded once a month throughout the year to residents in many sectors including those who work to improve their neighborhood, improve the safety and health of our community, those who work to engage in the arts, and residents who work to create community and connection.

## WHY IS THIS IMPORTANT

It is essential as a community to celebrate and recognize those who make a true and concerted effort to improve the quality of life. We at the City know that without residents such as these, we would not be the city or community that we are today.

## RECIPIENTS

- Vinnetta Golphin-Wilkerson: Pastor V served at Granger Community Christian Church from 2011-2023. During her time, she hosted Project Cornucopia to provide resources in the community, weekly food distributions, and was an advocate for the community to support needed policy changes.
- Kevin Nguyen: Kevin is a long-time resident of West Valley City who, in partnership with City Council and many community partners began the Healthy West Valley Committee. A committee now formalized under the city to improve the health of those who live, play and work in WVC.
- Margaret Peterson: Margaret served on the WVC council from 1990-2008. During this tenure, she spearheaded the creation of the non-profit organization Community Education Partnership of West Valley City who has served the community for 24 years and over 15,000 students.
- ASEZ Star: ASEZ is a local community youth group engaged in improving environmental welfare. This group has coordinated several city planting projects with our city horticulturists to ensure the city is bolstered in greenery.

- Lynnette Nelson: Lynette has been the chairperson of the Blue Haven Neighborhood Watch for the past 6 years. During her time the neighborhood has seen an increase in connection, community preparedness and safety.
- WestFest Committee: WestFest has been a part of the City's history since before the City event existed! This festival is only successful because of the residents who sit on the organizing committee. This committee organizes all the performers, vendors, food, marketing, and fun activities attendees get to enjoy.
- Detective Mike Millet: Detective Millet supports the wellbeing and safety of our youth through the Safe Routes to School program. He oversees more than 60 crossing guards, over 80 safety posts at 25 WVC schools. He sits on the Safe Kids Coalition, the board of the Zero Fatalities Safety Summit, and a ensures the continued safety of children as a certified car seat technician and instructor.
- Noemi Hernandez-Balacazar: Noemi truly supports the arts in West Valley City. Her efforts include supporting the organization and coordination of the Day of the Dead ARTrageous educational programs which brought over 900 WVC students to the Utah Cultural Celebration Center in 2023. She has also donated her time to educate the community through art exhibits, online webinars, and most recently the Alebrije workshops at the Utah Cultural Celebration Center.
- Tiffine Dalton: Tiffine has sat on the Clean and Beautiful Committee for the past two years. She has dedicated her time to the committee's effort to beautify the city through cleanup projects, litter campaigns, and community events. She also participated as a member of the WestFest Committee in 2022 and 2023.
- Jim and Kayla Phillips: Jim and Kayla are longtime residents of West Valley City. There most recent contribution to the improvement of the city includes their dedicated work to the MyHometown program. Over the last five years, they have supported the creation and success of the Interfaith Council which aims to bring together local faith leaders and communities to uplift the community of West Valley City.
- Local Youth - still to be awarded. Details to come.

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

**ISSUE:**
Application: GPZ-5-2024
Applicant: Grow Development, LLC
Location: 3814 and 3876 South 6000 West
Size: 6.68 acres

**SYNOPSIS:**
General Plan change from Large Lot Residential (2 to 3 units/acre) and Low Density Residential (3 to 4 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) with a planned unit development (PUD).

**BACKGROUND:**
The north parcel includes 13 homes and 2 duplexes (4 units) and the south parcel includes 2 homes. All 17 units on the north parcel were built in the 1950s, are 624 square feet in area, have 2 bedrooms, and have a 1-car garage. On the south parcel, the house to the north is 1,296 square feet and was built in 1936 and the house to the south is 962 square feet and was built in 1928.

The applicant is proposing to demolish all the existing buildings and develop a planned unit development (PUD) of single unit dwellings. The applicant's proposal to the Council on October 22nd was for 41 lots. After receiving feedback from the Council, the applicant submitted a revised proposal for 39 lots for the meeting on November 12th. During this meeting, the Council continued the application to no date certain citing concerns about the width of lots along 6000 West as well as the overall density. The applicant's latest proposal increases the width of lots along 6000 West to a minimum of 80 feet, which is the minimum width established in the R-1-8 zone. There are now 8 lots fronting 6000 West. The applicant has also reduced the density to 5.7 units/acre by reducing the number of lots to 38.

**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: 09/11/2024
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) TO SMALL LOT RESIDENTIAL (4 TO 7 UNITS/ACRE) FOR PROPERTY LOCATED AT 3814 AND 3876 SOUTH 6000 WEST ON 6.68 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-5-2024, filed by Grow Development, LLC, and located at 3814 and 3876 South 6000 West within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential and Low Density Residential to Small Lot Residential. Said property is more particularly described as follows:

Parcel #s: 14-35-326-034 and 14-35-326-035

**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: 09/11/2024
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3814 AND 3876 SOUTH 6000 WEST FROM ZONE A (AGRICULTURAL, 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 that the General Plan be amended as follows:

**SECTION 1. ZONE CHANGE.**

The property described in Application #GPZ-5-2024, filed by Grow Development, LLC, and located at 3814 and 3876 South 6000 West within West Valley City, is hereby reclassified from zone A (Agricultural, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). Said property is more particularly described as follows:

Parcel #s: 14-35-326-034 and 14-35-326-035

**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: Powderwood Estates
Budget Opening Required: ☐

**ISSUE:**
A resolution authorizing the City to enter into a development agreement with Grow Development, LLC

**SYNOPSIS:**
This resolution authorizes a development agreement between the City and Grow Development, LLC to establish minimum standards for a residential development at 3814 and 3876 South 6000 West.

**BACKGROUND:**
Grow Development, LLC has submitted a General Plan/zone change application (GPZ-5-2024) on 6.68 acres to change the General Plan from General Commercial to Large Lot Residential (2 to 3 units/acre) and Low Density Residential (3 to 4 units/acre) to Small Lot Residential (4 to 7 units/acre) and the zoning from A (Agricultural, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) with a planned unit development (PUD). 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 total number of homes is capped at 38. No more than 8 lots will be along 6000 West. Lots fronting 6000 West will be a minimum of 80 feet wide.
- Minimum lot sizes, lot widths, and setbacks are established.
- The minimum, above grade square footage is set at 2,250 square feet and all homes will include a basement.
- Renderings of the homes are included along with allowed exterior materials.
- The amenities will include a minimum of 26,000 square feet of landscaped common area maintained by the HOA, a pavilion, a playground, and a multi-use sports court.
- Minimum required parking is described.
- Minimum standards for the HOA are set forth.

**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 GROW DEVELOPMENT, LLC FOR APPROXIMATELY 6.68 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3814 AND 3876 SOUTH 6000 WEST.**

**WHEREAS**, Grow Development, 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 _____, 20____, by and between Grow Development, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 3814 and 3876 South 6000 West 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 6.68 acres of real property located at approximately 3814 and 3876 South 6000 West 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 specific design conditions set forth in Exhibits "B" and "C". 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. 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: | Grow Development, LLC<br>Jake Hone<br>1265 E Fort Union Blvd., Suite 302<br>Cottonwood Heights, UT 84047 |
| TO CITY: | West Valley City<br>Ifo Pili, City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| WITH A COPY TO: | West Valley City Attorney's Office<br>Attn: Brandon Hill<br>3600 Constitution Blvd.<br>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**

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 Grow Development, 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.

_____
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 14-35-326-034
BEG S 89°57'04" W 361 FT FR CEN SEC 35, T 1S R 2W, S L M; S 0°06'33" E 431.73 FT; S 76°41'03" E 181.2 FT; S 76°09'39" E 70.61 FT; S 69°46'32" E 88.75 FT; N 0°06'33" W 521.31 FT; S 89°57'04" W 328 FT TO BEG. 3.56 ACRES M OR L.

Parcel #: 14-35-326-035
BEG S 89°57'04" W 33 FT & S 0°06'33" E 521.31 FT FR CEN SEC 35, T1S, R2W, SLM; S 0°06'33" E 367.56 FT; N 88°56'24" W 328.07 FT; N 0°06'33" W 451.9 FT; S 76°41'03" E 181.2 FT; S 76°09'39" E 70.61 FT; S 69°46'32" E 88.75 FT TO BEG. 3.12 ACRES M OR L.

## EXHIBIT B

## DEVELOPMENT STANDARDS

### Number of Units

1. The maximum number of single family detached homes shall be 38. No attached or multi-family housing shall be permitted.
2. Lots fronting 6000 West shall be limited to 8 total lots.
3. Lots fronting 6000 West shall have a minimum width of 80 feet.

### Lot Sizes and Widths

4. The minimum lot size shall be 4,000 square feet.
5. The minimum lot width for no more than 25% of the lots shall be 45 feet. The minimum width for at least 75% of the lots shall be 50 feet.

### Unit Sizes

6. The minimum square footage of finished, above-ground, habitable floor space for all homes shall be 2,250 square feet.
7. All homes shall include a basement that can be finished or unfinished.
8. All homes shall include a 2-car garage with a minimum area of 400 square feet.

### Setbacks

9. The minimum front yard setback shall be 20 feet. Unenclosed, covered porches may encroach into the front setback up to 5 feet.
10. For lots that are less than 50 feet wide, the minimum side yard setbacks shall be 5 feet on both sides of the home.
11. For lots that are 50 wide or wider, the minimum side yard setbacks shall be 10 feet on the garage side of the home and 5 feet on the other side.
12. For corner lots, the minimum side yard setbacks shall be 15 feet on the street side and 5 feet on the other side.
13. The minimum rear yard setback shall be 15 feet. Rear decks and covered patios with spot footings can protrude into the rear setback up to 5 feet.

### Architecture

14. All homes shall be constructed substantially like the renderings in Exhibit C or other similar plans that incorporate similar characteristics including trim around windows and doors, comparable roof pitches, comparable amount of windows, variation in materials, building relief, and roofline variation. The home plans, elevations, and designs shall comply with all applicable City ordinances unless otherwise specified in this Agreement.

15. Exterior materials shall be brick, stone, fiber cement siding, composite siding, or stucco. All front façades shall include at least 25% of the front material square footage as brick or stone, with the exception of homes which have 100% fiber cement / composite siding front facades (Farmhouse Elevations). Windows, doors, and garage doors shall not be included in the front material square footage when calculating the required 25% brick or stone.
16. All homes shall include a covered front porch with a minimum area of 50 square feet.
17. The minimum roof pitch shall be 4:12.
18. Homes with the same Architectural Style listed in Exhibit C or color pallet shall not be built next to each other or directly across the street to avoid a repeating pattern.
19. No basement entrances shall be allowed in the Project.

**Landscaped Common Area and Amenities**

20. The Project shall include a minimum of 26,000 square feet of landscaped common area which is hereby deemed to meet all applicable standards of the City Code relating to the amount of required open space.
21. The Developer shall landscape and improve all common areas, which shall be owned and maintained by the homeowner association (HOA). A minimum of twenty trees shall be installed within the common areas.
22. The Developer shall complete the landscaping and amenities within the common areas prior to the building permit of the last home is issued by the City.
23. The Developer shall install the following amenities within the landscaped common areas:
    a. one pavilion with a minimum size of 500 square feet of covered space,
    b. one playground,
    c. one multi-use sport court with basketball hoops and a net system for pickleball or tennis, and
    d. five sitting benches.

**Parking**

24. Each lot shall have a minimum of 4 parking spaces provided with 2 parking spaces in the garage and 2 parking spaces on the driveway.
25. 75% of the lots shall provide a 5$^{th}$ parking stall in the form of a concrete pad on the garage side of the home where a 10-foot side yard setback is utilized. The concrete pad in the 10-foot side yard setback shall be connected to and accessible from the driveway through concrete.

**Project Features**

26. The Developer shall either plant at least one tree in the parkstrip in front of each lot along 6000 West or provide the homeowner of each lot along 6000 West a voucher to a local nursery for at least one tree.
27. All roads constructed within the project shall be public rights-of-way that meet City standards for a 54-foot-wide right-of-way.

**Homeowner Association (HOA)**

28. The Developer warrants and provides assurances that all common areas, common area landscaping, and common area amenities, within the Project shall be maintained by a private HOA. The City shall have no maintenance responsibility in relation to the property owned by the HOA.
29. The HOA shall maintain Property Insurance covering the common areas and all buildings, fixtures, utilities and equipment therein and thereon that are the obligation of the HOA to maintain. Additionally, the HOA shall maintain Comprehensive General Liability Insurance, Director's and Officer's Insurance and Theft and Embezzlement Insurance.
30. A 3rd party Reserve Study shall be completed to determine adequate reserve funding. City public works staff shall have the opportunity to review and approve the Reserve Study, such approval to not be unreasonably withheld.
31. Before the HOA can transition away from Declarant control, the HOA reserve account must be funded at the level recommended by the Reserve Study.
32. After the period of Declarant control the HOA shall be managed by a 3rd party HOA Management Company, which must:
    a. Have been in business for a minimum of 5 years with their primary business being community management;
    b. Be current members of both the local and national chapters of the Community Association Institute (CAI);
    c. Have a minimum of 5 employees;
    d. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
    e. Be currently licensed, insured and in good standing with both the State of Utah and West Valley City; and
    f. Carry a minimum of 1 million dollars insurance for liability and fidelity.
33. No more than thirty percent (30%) of all homes in the Project may be used as rentals. At least seventy percent (70%) of the homes in the Project shall be owner-occupied. These rental restrictions shall be set forth clearly in the recorded covenants and shall be enforced by the HOA of the Project.
34. No more than four (4) unrelated persons can live in a single home. This limitation shall also be set forth clearly in the recorded covenants and shall be enforced by the HOA of the Project.

**Community Architectural Review Committee**

35. The Developer shall appoint an Architectural Review Committee ("ARC") to review and approve all homes to be built within the community. Each building permit submittal to West Valley City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this Agreement.

**EXHIBIT C**

Architectural Style: Farmhouse



Architectural Style: Cottage



Architectural Style: Scandinavian



Architectural Style: Contemporary



Date: 8.15.2024
To: West Valley City Staff
From: Grow Development
RE: General Plan Change, Rezone & PUD

Planning Staff,

Grow Development is a local private development company and we currently control approximately 6.68 acres of ground in West Valley City located at approximately 3850 S and 6000 West. Our desire is to request approval for a re-development of the property and achieve a General Plan Change, Zoning Approval and PUD approval for a new residential single-family neighborhood. Below are the specific requests for changes:

General Plan Change

Current General Plan Designation – Low Density Residential (3 to 4 Units per Acre)
Proposed General Plan Change – Small Lot Residential (4 to 7 Units per Acre)

Reason For Requested Change – Currently on the property there is non–conforming use with 18 different dated & rundown home structures ranging from multi-family duplex to small cottage units. The property is also overgrown with a substantial number of mature trees. Our request is to re-develop the property into a new small lot residential single-family neighborhood. The new homes would be at a density of less than 7 units per acre and would address West Valley City and the State of Utah's initiative to provide more attainable housing. With approval of the general plan change we will be able to transform the current underutilization of the property into a better use, with more homes, neighborhood amenities, and a complete improvement of that particular section of 6000 West.

Rezone

Current Zoning Designation – Agriculture
Proposed General Plan Change – R-1-8 with PUD

Reason For Requested Change – Currently the property is zoned Agriculture. Our request is to get zoning approval for R-1-8 which is congruent with the zone of the adjacent properties to the North and across 6000 West. We would then request approval for a PUD to allow for smaller single family lots with amenities programed for the neighborhood. A development agreement is also proposed to ensure the Developer and the City is in agreement with the planned improvements and amenities for the community.

Proposed Development Schedule

- General Plan Change & Zone Change = Fall 2024
- Preliminary Plat & Final Plat = Winter 2024 – Spring 2025
- Horizontal Road Improvements = Summer 2025
- Initial Home Construction = Winter 2025
- First Homeowners Moving in = Spring 2026

Our goal is to take the existing property and take full advantage of the potential to develop a beautiful new residential community. As implied in our company name, we hope to Grow the neighborhood by investing in a top tier redevelopment. We look forward to the review of our included submittal items:

1. Application
2. Concept Plan
3. Landscape & Amenity Plan
4. Draft Development Agreement

Thank you for your review and we look forward to working with West Valley City on this great development.

Jake Hone
Vice President – Grow Development

Date: 9.4.2024
To: West Valley City Staff
From: Grow Development
RE: Request for PUD and Smaller Lots

Planning Staff,

In regards to our current application for General Plan Change and Rezone to R-1-8 with a PUD for the property located at approximately 3850 South and 6000 West, we wanted to respond in writing to a few items discussed at the Planning Commission work session this afternoon on September 4, 2024.

**Lot Sizes & Density** - We are requesting the approval of an R-1-8 with a PUD to allow for smaller single family lots in the range of 4,000-5,000 SF lot sizes. This will allow the development to yield an estimated 41 lots at a density of 6.1 units per acre on the property. With this product and density we are able to work with the Land Owner on a purchase price which satisfies their needs for the value they want to achieve.

With the smaller single family lots we estimate that the finished home prices will range in value from the high $500's to the high $600's in prices. In today's housing market this house type and values will help fill the gap in Utah for move up homebuyers and even potentially first time homebuyer's (current FHA loan limit for Salt Lake County is $619,850).

If we were to convert the property to a true R-1-8 project and yield around 25 lots, the project would not be feasible. In order to meet the Land Owners needs on price and the project costs the home values would have to be in the $850k - $1.0m+ range. Unfortunately the market for million dollar homes in the area is just not there.

The utilization of smaller single family lots is best case scenario for all parties involved and creates smaller attainable single family homes which are desperately needed in the housing market right now.

**Open Space** - Our current layout has the open space programmed in two main areas. On one end we have a pavilion and tot lot area designed for a family gathering location. Then at the other end of the project we are proposing a multi-use sports court which can cater to all ages with basketball, pickleball, tennis, etc. While the amenities are on opposite ends of the community, it is only a short walk of about 700' between amenity spaces. We are also proposing an open space along the entrance of the community which will act as a welcoming area with an entry monument, sidewalk with a sitting bench, and the community mailboxes. These will be installed in a central location for when residents are coming and leaving the community.

Home Plan Designs & Architecture - We are proposing 4 different architecture types to be built throughout the community including: Farmhouse, Cottage, Scandinavian and Contemporary. We feel these design types will provide a diverse streetscape to breakup the monotony that takes place in smaller production communities similar to this. Also with the smaller home sizes, it's easy for the homes to look very similar due to the nature of having a smaller front loaded two-story homes, multiple architecture types will help to show more variation between the homes.

Lastly in regards to the contemporary home design, today's homebuyers steer towards the contemporary and modern designs. In our history with working with other Homebuilders we have found in some neighborhoods that the modern designs are sold at a rate of up to 3X more than other home types. Due to this we feel the contemporary will be a popular design and will be selected often as long as it complies with the repetition rules listed in the development agreement. This will likely become the majority, vs the minority and won't feel out of place along the street.

Thank you for your consideration of these items and responses and we look forward to the Planning Commission's recommendation for this project.

Jake Hone
Vice President – Grow Development

| | |
|---|---|
| Application #: | GPZ-5-2024 |
| Applicant: | Grow Development, LLC |
| Address: | 3814 and 3876 South 6000 West |
| Request: | General Plan change from Large Lot Residential and Low Density Residential to Small Lot Residential and a zone change from A to R-1-8 with a PUD designation |
| Property Size: | 6.68 acres |

Jake Hone with Grow Development, LLC has submitted a General Plan/zone change application for two parcels totaling 6.68 acres located at 3814 and 3876 South 6000 West. Both parcels are currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of Large Lot Residential (2 to 3 units/acre) on the south parcel and Low Density Residential (3 to 4 units/acre) on the south parcel. The proposed zone is R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) with a planned unit development (PUD) designation and the proposed General Plan designation is Small Lot Residential (4 to 7 units/acre).

Surrounding zones include A to the south, west, and a portion of the east and R-1-8 to the north and the remaining east portion. Surrounding land uses include a church to the south, Hunter Junior High School to the west, and single-family homes to the north and east. The north parcel includes 13 homes and 2 duplexes (4 units) and the south parcel includes 2 homes. All 17 units on the north parcel were built in the 1950s, are 624 square feet in area, have 2 bedrooms, and have a 1-car garage. On the south parcel, the house to the north is 1,296 square feet and was built in 1936 and the house to the south is 962 square feet and was built in 1928.

The County Assessor has an overall condition that is assigned to every structure. The condition options include poor, fair, average, good, very good, and excellent. In this case, all of the units on the north parcel are rated as fair, meaning maintenance, rehabilitation, and replacement are needed on many items. On the south parcel, the home to the north is rated fair and the home to the south is rated poor.

**Eligibility for R-1-8 Zoning**

Up until recently, a request for R-1-8 zoning could only be made on properties under 2 acres. However, in July of this year, the Council adopted Ordinance 24-28 which allowed zone change applications on properties 2 acres and larger that meet the following conditions:

1. The property is developed as residential with a density of at least two dwelling units per acre.
2. The property has access and frontage on a street with a planned right-of-way width of at least 66 feet as indicated on the Major Street Plan.
3. The property does not have the off-site improvements of curb, gutter, and sidewalk along the street frontage.

The two subject properties meet these conditions as described below:

1. The property is developed as residential with a density of 2.8 units/acre.
2. The property has access and frontage on 6000 West, which has a planned right-of-way

width of 66 feet on the Major Street Plan.
3. There is no curb, gutter and sidewalk on the property's street frontage along 6000 West or along the internal private street.

**Development Proposal**

The applicant is proposing to demolish all the existing buildings and develop a planned unit development (PUD) of single unit dwellings. The applicant's original proposal included 42 units, yielding a density of 6.3 units/acre. However, after incorporating feedback from staff, the proposal now has 41 units, resulting in a density of 6.1 units/acre. The streets would be public and utilize the typical 54' residential right-of-way. A total of just below one acre of open space is proposed in two different locations. Included with this report is a memo from the applicant that provides support for this application. Also included is a concept plan for the proposed improvements on the open space.

The applicant has also included a development agreement proposal covering a variety of topics. The latest version of the development agreement proposal includes revisions made at the request of staff. The following is a summary of items addressed in the proposal:

- The minimum lot size is 4,000 square feet and the minimum lot width is 45'.
- The minimum setbacks are 20' in the front, 15' in the rear, 5' for both sides on lots that are 45' wide (25% of lots), and 10' and 5' for sides on lots that are 50' wide (75% of lots).
- Amenities will include a pavilion, four picnic tables, one playground, a multi-use sport court, benches, and landscaped common area open space.
- The requirement for 4.75 parking stalls/unit will be met.
- Renderings of the proposed housing are included.
- The minimum area for homes is 2,250 square feet above grade and all homes will include a basement.
- All homes will include a front porch.
- The exterior materials will be brick, stone, stucco, fiber cement, or composite materials with at least 25% of the front being brick or stone.
- The minimum roof pitch is 4:12.
- Variation is required between homes on adjoining lots or homes directly across the street from each other.

**Questions from the Commission**

During the Commission's study session, questions were asked about the proposed lot size, project density, open space design, and home styles. In response to these questions, the applicant provided the attached document entitled "Request for PUD with Smaller Lots".

**Staff Alternatives:**

1. Approval. This application should be approved subject to a development agreement that includes the standards proposed by the applicant.

2. Continuance.

3. Denial.

**Discussion:** Steve Pastorik presented. Commissioner Wood asked if any of the existing homes are owner occupied. Steve replied said that it's his understanding that they are all rentals but he's not sure of the lease terms. Commissioner Porter asked if the new homes will be for sale or rentals. Steve said all of the homes would be for sale.

The applicant, Jake Hone with Grow Development, located at 1265 E. Ft. Union Blvd, Suite 302, Cottonwood Heights, was present. His company is excited to reinvigorate the tired property.

Commissioner Wood asked if Grow Development would be building the homes. Jake replied they will be working with builder partners. Commissioner Winters asked if homes will be built as spec homes and then sold, or will they be sold and then built to specification. Jake answered the homes will be a mixture of both.

Jake responded to Commissioner Wood's question that all the homes that are on the property right now are rentals. They are under a lease agreement, many of them are on a month-to-month agreement at this time, but all their terms would end prior to the development.

Commissioner Drozdek asked Jake if Grow Development has intentions to replace the vegetation and the trees that are already in place. Jake responded that they have done a heavy analysis on the site, on the six and a half acres. There are 470 trees right now and the majority of those will be going. Any trees that they can keep that are mature and a decent species they would try to keep and utilize, either in the open spaces or in yard spaces. Some of the yard spaces are small and tight, and so that may be tough if it imposes into the building envelope. As part of the plat approvals and plat submittals they will include the full landscape plan with proposed vegetation and minimum tree counts. They would include trees in the open space areas as well as in the front yards of every home. Their current plan is to make sure the PUD is a nice green space and water conscious.

Dawn Muphy, lives at 3881 South 6000 West, asked for clarity on the trees that will be planted. She also wanted to know if the City has a plan for the renters that are going to be displaced. She is concerned about traffic becoming worse with the addition of more residents. Jake Hone responded that they won't be able to replace all the trees that will be taken down, but the landscape plan will comply with Code requirements. As far as the residents that are there Jake said the new homes will be for sale. They won't be affordable housing types but would be a market rate for sale product. Unfortunately, the current residents would have to go find housing throughout the City, or they could purchase one of the homes if it's feasible for them. Steve Pastorik added that about 30% of housing units in West Valley City are rentals and should be able to meet the needs of the displaced renters.

Jake continued that the improvement of 6000 West will greatly circulate the traffic flow throughout that area where there's no shoulder, curb, or gutter. Traffic does naturally gravitate more towards the middle of the road and once those boundaries and barriers are in place it will

feel more well-spaced out. Steve Pastorik added that it just so happens this project aligns with Cilma Drive. That will help quite a bit, because anywhere else on 6000 West if you want to go east, one must drive to 3500 South or 4100 South. Whereas these new residents in this development can just get on Cilma to go east.

Commissioner Drozdek asked what the neighboring lot sizes are. Steve responded that they are R-1-8.

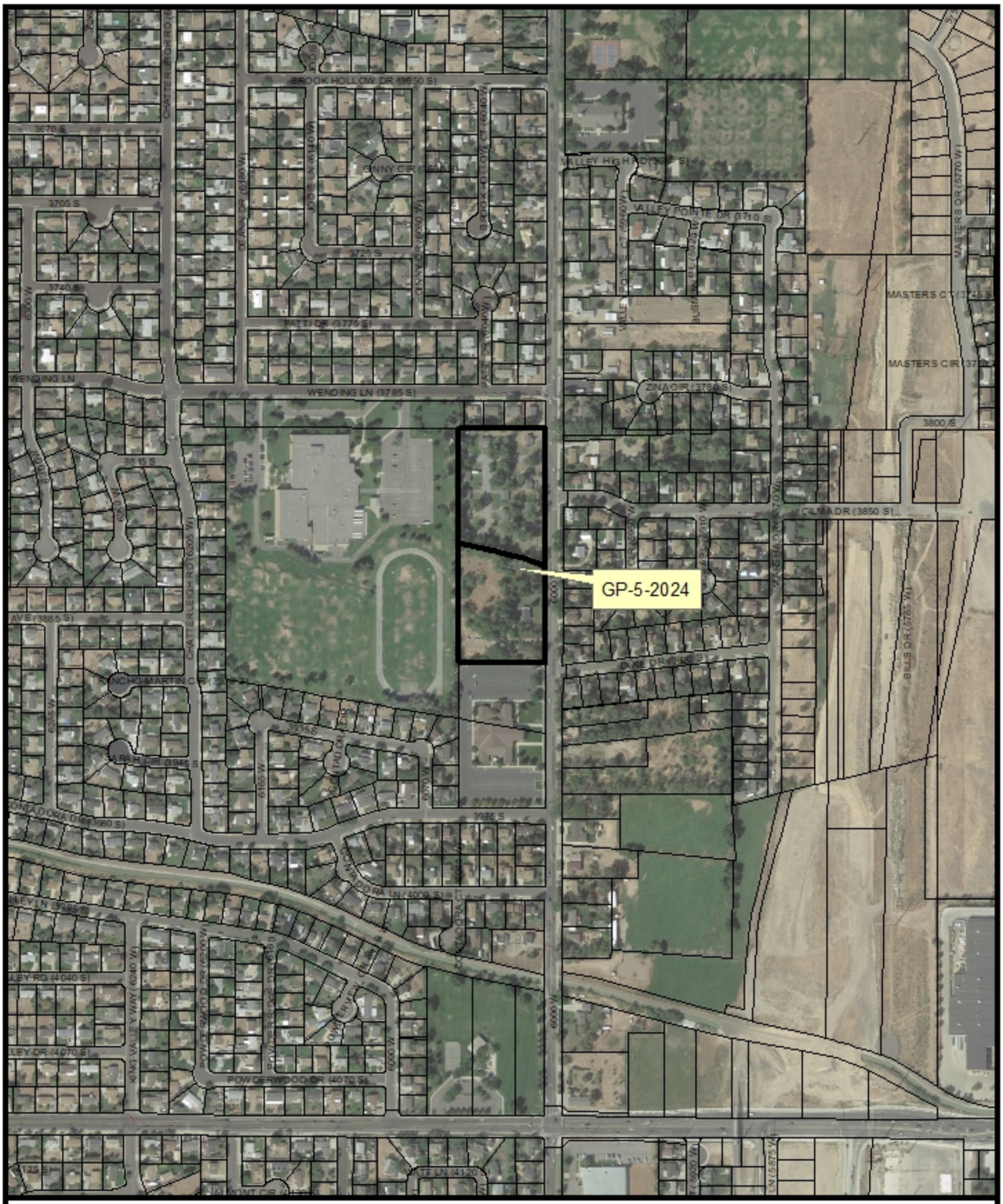
Commissioner Wood remarked that she is familiar with this area. All three of her children attended Hunter Junior High and it doesn't seem like there is any more traffic on 6000 West than the street just by her house. She has always thought that the property was underutilized, underdeveloped, and could be improved. She feels it's unfortunate that the current renters will be displaced, but knows adding curb, gutter and sidewalk along 6000 West, along with building 41 new homes, will be a great improvement.

Commissioner Winters commented that even though the City is wanting larger lot sizes, he thinks this PUD will provide for a need within the City for new homes.

Motion: Commissioner Winters motioned to approve GPZ-5-2024 subject to the development agreement. Commissioner Wood seconded.

| | | |
|---|---|---|
| Vote: | Commissioner Winters | Yes |
| | Commissioner Drozdek | Yes |
| | Commissioner Wood | Yes |
| | Commissioner Woodruff | Yes |
| | Commissioner Layton | Yes |
| | Commissioner Porter | Yes |
| | Chair Lovato | Yes |

UNANIMOUS----GPZ-5-2024---APPROVED




GPZ-5-2024
GROW DEVELOPMENT
3876 SOUTH 6000 WEST

GROW

DEVELOPMENT

# Wilkins Hollow – Rezone

Oct. 16, 2024

# WHO IS GROW?

Grow Development was founded in 2024 by Boyd Brown and Jake Hone as the founders. With over 40+ years of combined real estate experience including acquisitions, entitlements, development & brokerage all along the Wasatch Front, our team is some of the most qualified at making deals happen.

- Located in Cottonwood Heights, Utah
- Servicing Northern Utah
- Building a team and legacy for years to come

## Let's GROW Together!

As a part of our business services, we deliver lots & communities to our preferred Homebuilder Partners. Here is a list of some we've worked with recently:

Alpine HOMES

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

EDGEhomes
DESIGNED FOR LIFE

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

FieldStone HOMES

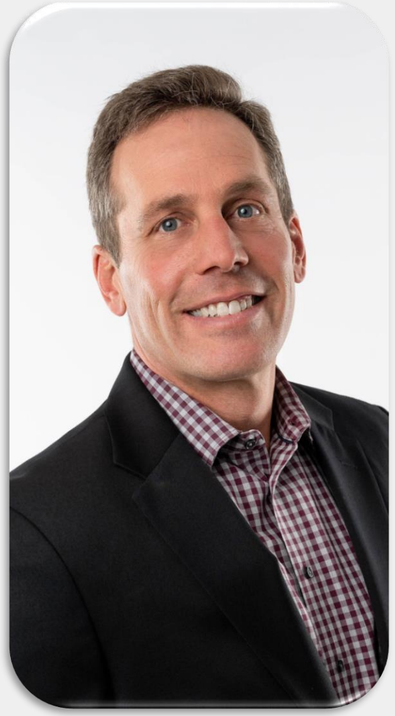
OAKWOOD HOMES

Meritage Homes
LIFE. BUILT. BETTER.



GROW DEVELOPMENT

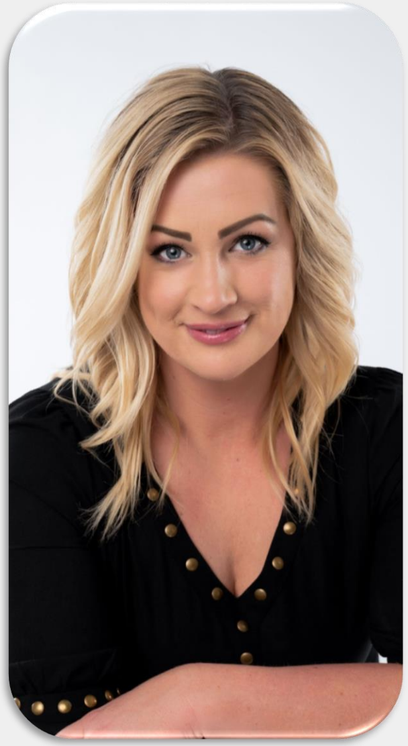
# MEET OUR TEAM



**BOYD BROWN**
President



**JAKE HONE**
Vice President



**BROOKE MOORE**
Project / Operations Manager



**MIA BARLOW**
Office / Database Manager



GROW DEVELOPMENT

# GROW FOOTPRINT

## ACTIVE PROJECTS

- New Salem Master Plan, Salem
- Exchange Business Center, Lehi
- Lot 5B Office/Warehouse
- Wilkins Hollow – West Vally City

## COMPLETED PROJECTS (last 3 years)

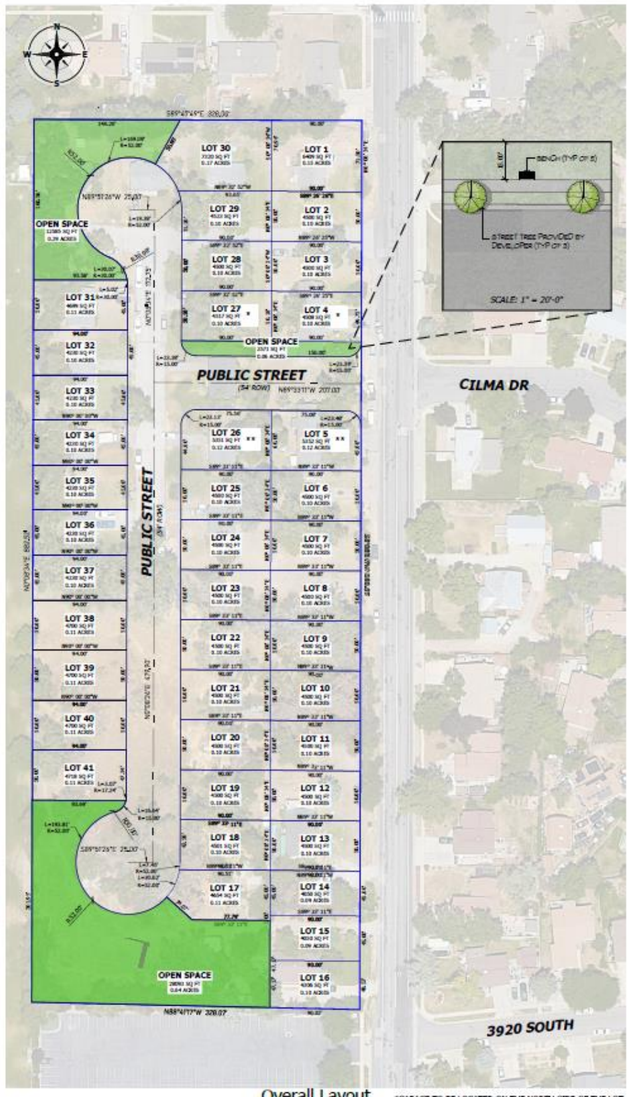
- GT Estates, Taylorsville
- Brinkerhoff Bluffs, West Jordan
- SoJo Business Park, South Jordan
- Store It, Lehi
- Keller Williams South Valley & Orem

## FUTURE PROJECTS

- Single Family Lots, Davis County
- Mixed Use Project, Saratoga Springs



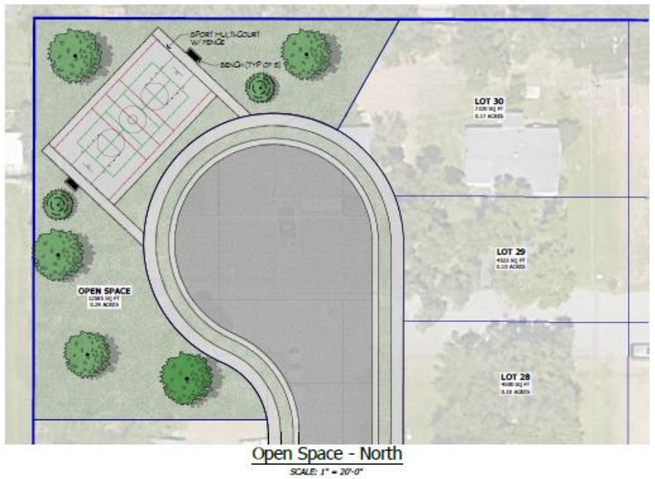
# Wilkins Hollow – 41 Single Family Lots




Overall Layout

SCALE: 1" = 50'-0"

*GARAGE TO BE LOCATED ON THE NORTH SIDE OF THE LOT
**GARAGE TO BE LOCATED ON THE SOUTH SIDE OF THE LOT




Open Space - North

SCALE: 1" = 20'-0"




Open Space - South

SCALE: 1" = 20'-0"

## Wilkins Hollow

- Located at 3850 South 6000 West
- **Re-development** of an existing / tired property consisting of 19 small post-WW2 built homes from the 50's & 60's.

## Our Request

- Requesting a General Plan Change, Rezone to R-1-8, Development Agreement and PUD approval to accommodate 41 Single Family Lots.
- Will provide attainable new single-family homes in the $500's to $600's.
- Amenities Community with open spaces, a playground, sport court, pavilion with tables, benches and walking trails. (Owned and maintained by HOA.

# Wilkins Hollow – Existing Project



Existing conditions on the site are not in the best of shape. Many of the homes need substantial repairs to be brought into better standards. The original Landowner is not in a position financially to over hall each of the homes and in turn has decided to sell the property for re-development. The new homes built will be a substantial upgrade for what currently exists and will contribute to West Valley City's inventory of attainable, infill, larger square footage homes.

# Builder Partner – Alpine Homes








## Alpine Homes

- Currently in Agreement with Grow Development to purchase and build Wilkins Hollow.
- Active, Successful Home Builder in Salt Lake City for over 30 Years (1994 Est.)
- Has built multiple projects in WVC & surrounding communities over the years and is an excellent partner in building quality homes in the community.
- Current Architecture and Elevations from Alpine Homes are utilized as the examples and standards in the Wilkins Hollow Development Agreement.

# Expressed Items from Council Session

Proposed Home Plan on 4,500 SF Lot

Priced from the $500's - $600k's



## Item #1 – Why Small Lots with PUD

- Developer and Builder Partner have the intent to build more Attainable single-family homes in the $500's - $600k's for new homes. To achieve those price points, due to land pricing, development costs & home construction costs; getting smaller lots and more units is the pathway forward.
- Traditional R-1-8, 8,000 SF Lots would be priced well above the market (in the $850k - $1.0m range) and be unattainable to the potential buyers looking to purchase in the area.

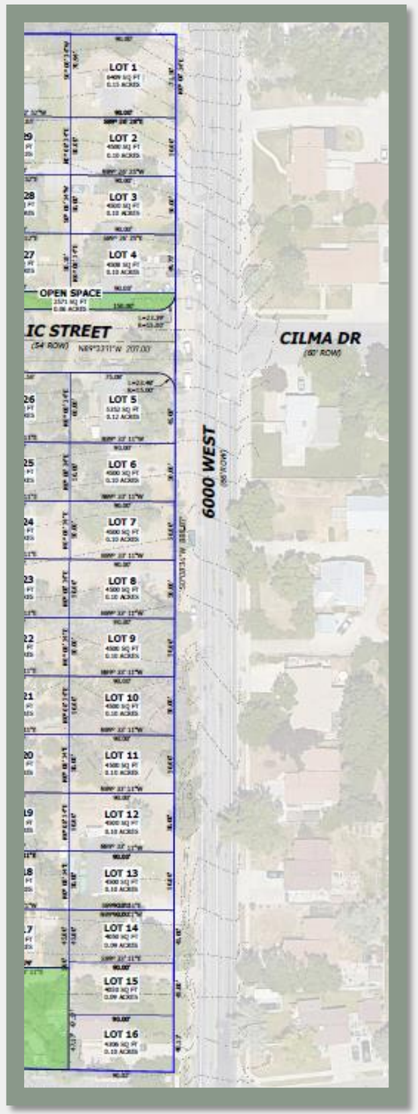
One additional perspective impacting the feasibility of regular 8,000 SF Lots being built is the amount of upfront work required to re-develop the site. The following items are substantial costs to re-develop the site.

| | |
|---|---|
| - Demolition of the 19 Homes & Structures (Asbestos) = $350k +/- | - Overgrown & Un-maintained Tree Removal (470+ Trees) = $150k +/- |
| - Demolition of the Private Lane & Utilities = $50k +/- | - 6000 West Road Improvements = $250k +/- |
| **Total Site Prep Estimate =** | **$800,000** |
| Cost per lot on 41 Small SF Lots = $19,512 | Cost per lot on 22 +/- 8,000 SF Lots = $36,363 |

Due to these site conditions, the impact on what the underlying Landowner could potentially yield is significantly reduced if underwritten on a traditional R-1-8 scenario. With that said the re-development only makes sense for the Landowner under the small lot scenario to help spread those costs over more homesites.

# Expressed Items from Council Session




## Item #2 – Impact on Traffic & 6,000 West

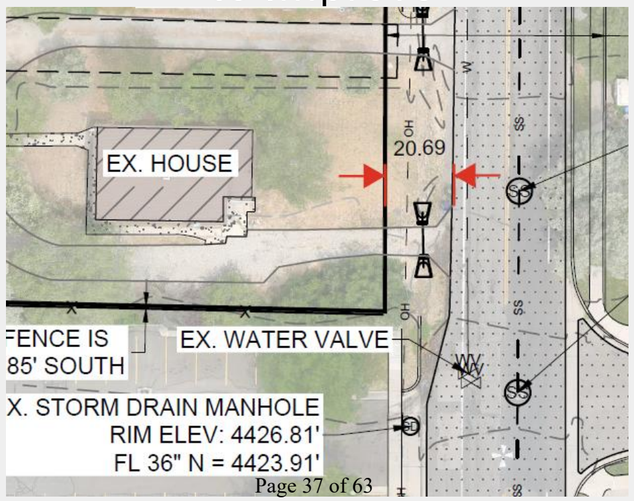
- What will the impact be on 6000 West for the New Homes fronting the main road?
  - Currently there are 9 access points on 6000 West from the existing connections. 8 Homes / Units & the private road connection. We propose having 16 Homes and a new Public Road aligned with Cilma Drive to be added. An increase of 8 new access points.

  - Additionally, the current 9 access points are on unimproved frontage of 6000 West, making it more difficult for drivers to back out. We will be adding an additional 20'+ of road width to 6000 west including Asphalt Shoulder, Curb & Gutter, Park Strip and Sidewalks, making the road a full improvement and safer for Pedestrians and Homeowners.

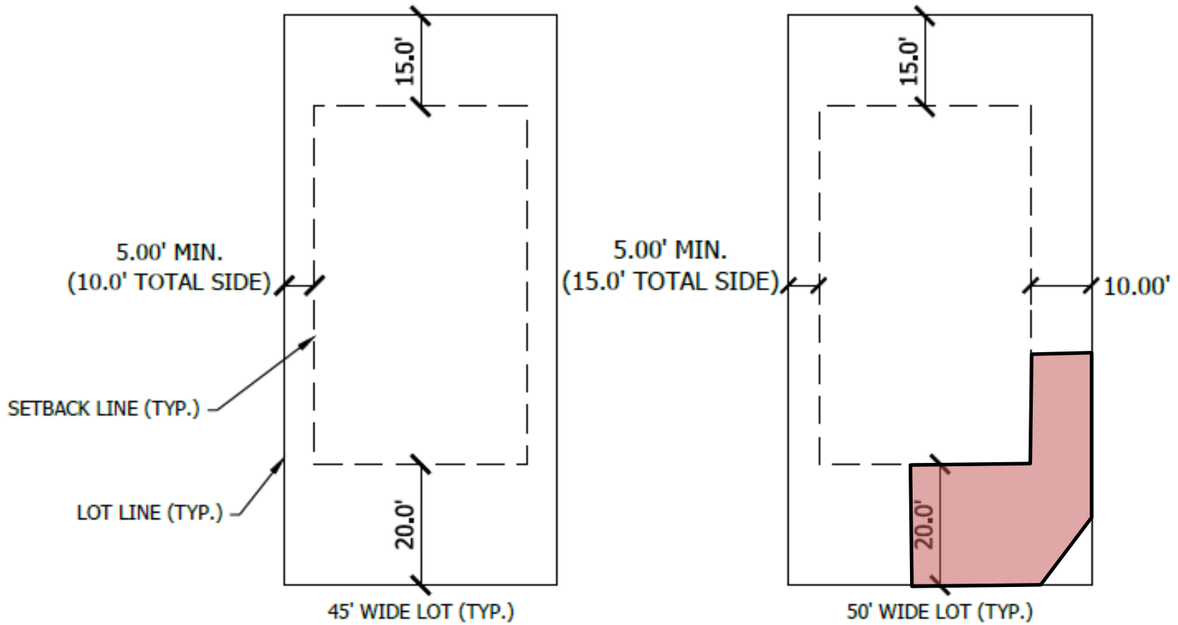
### Existing Road Frontage




### Added Road Frontage to Improve



# Expressed Items from Council Session




1 / C1.00 Typical Lot Setback
Scale: NTS

## Item #3 – Setbacks / Driveway Lengths

- With the Driveways being 20’ in length it will cause challenges for larger vehicles (large long bed trucks, vans, etc.) to fit in the driveways.
  - Currently we are proposing 20’ front setbacks to the garage door elevation. While this will limit crew cab and long bed trucks from fitting fully in the driveways without hanging over the sidewalk. This does accommodate all cars, SUV’s, small trucks and full-size short bed trucks to fit within the driveways.
  - 75% of the lots, including 13 of the proposed 16 lots along 6000 West will include a standard 5th parking stall along the side of the home (as shown in Red) this will accommodate the parking of longer than normal vehicles if necessary.

GROW

DEVELOPMENT

Thank you for your Support & Revies of Wilkins Hollow in West Valley City

JAKE HONE – 801-891-4110

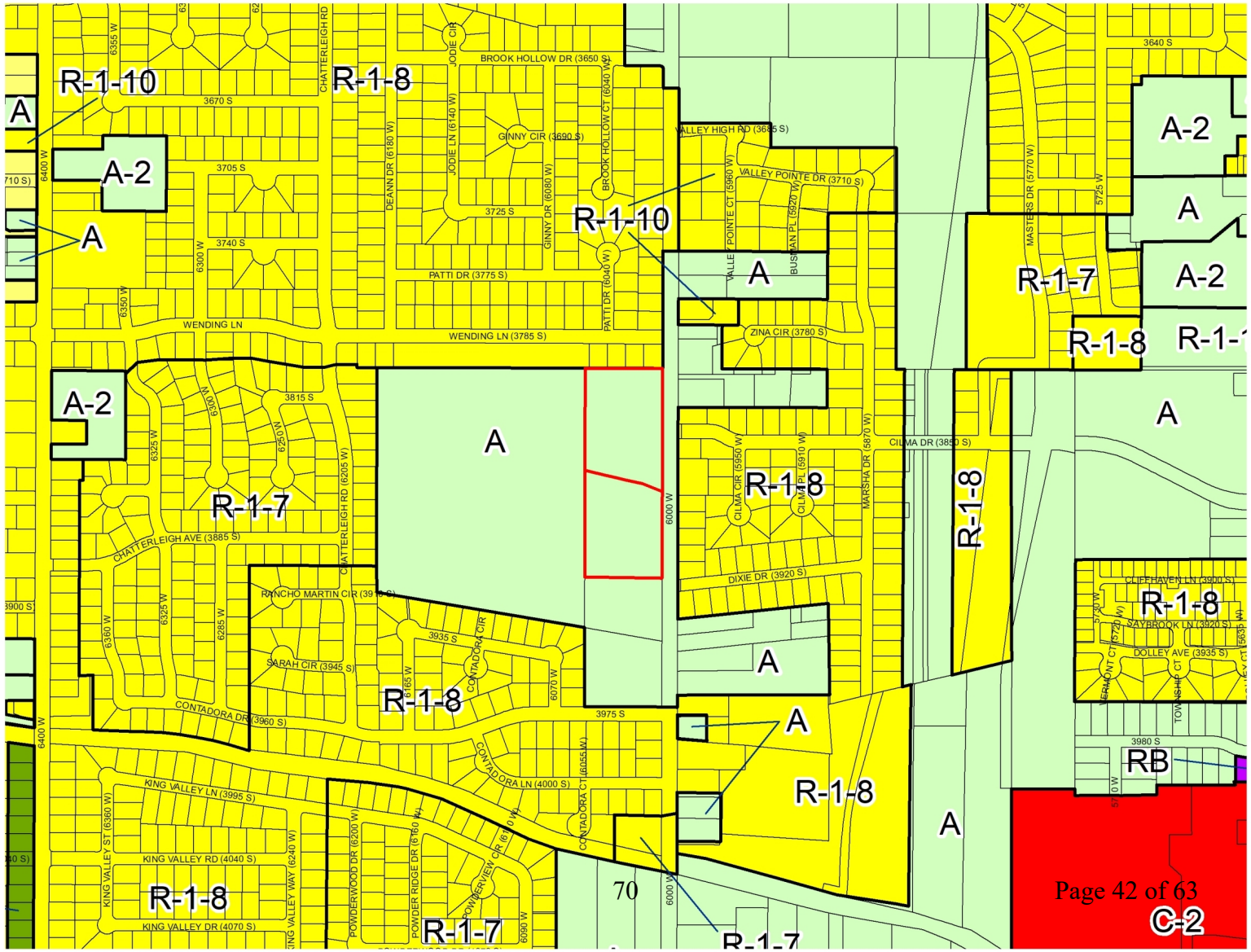
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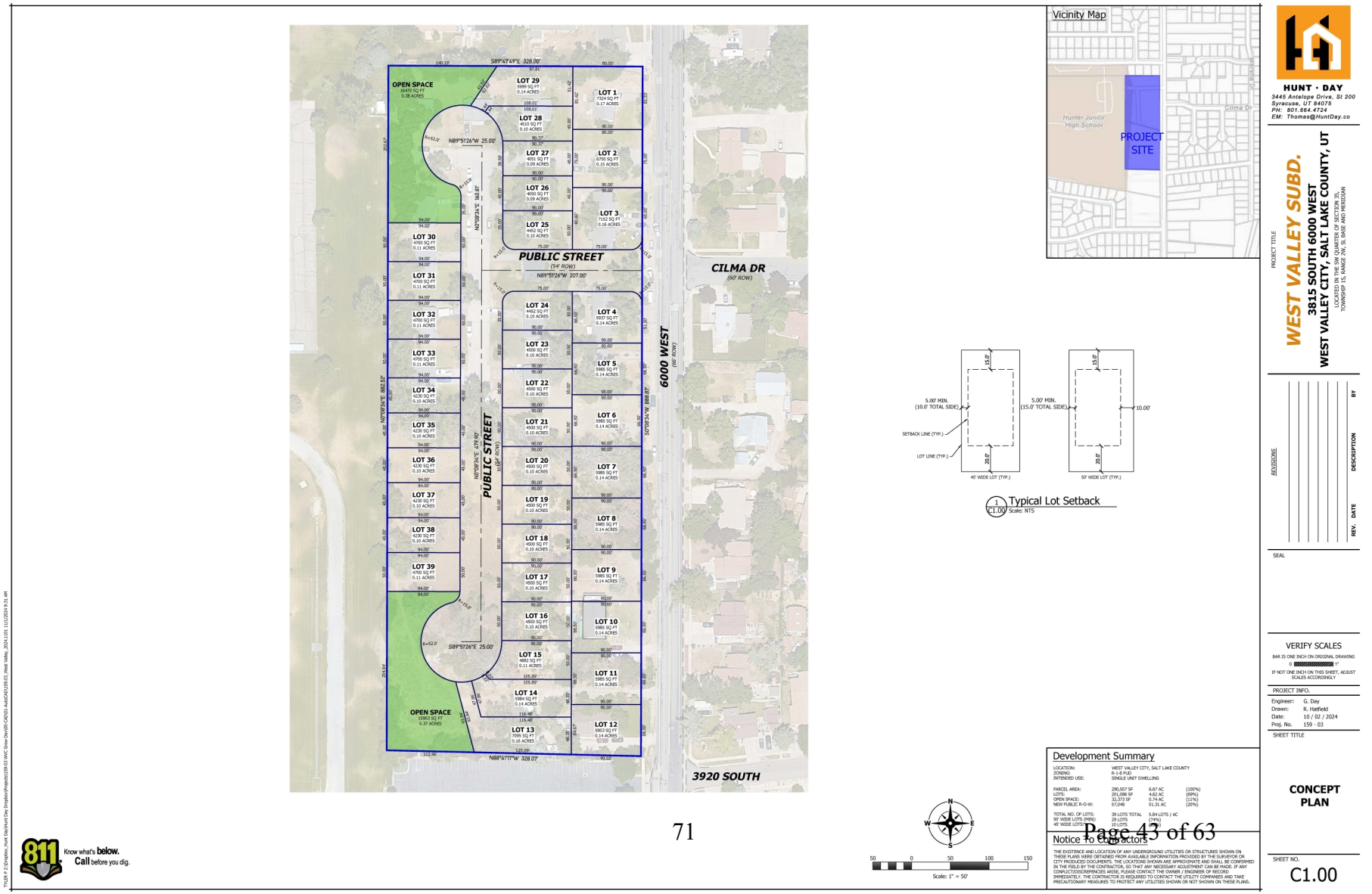
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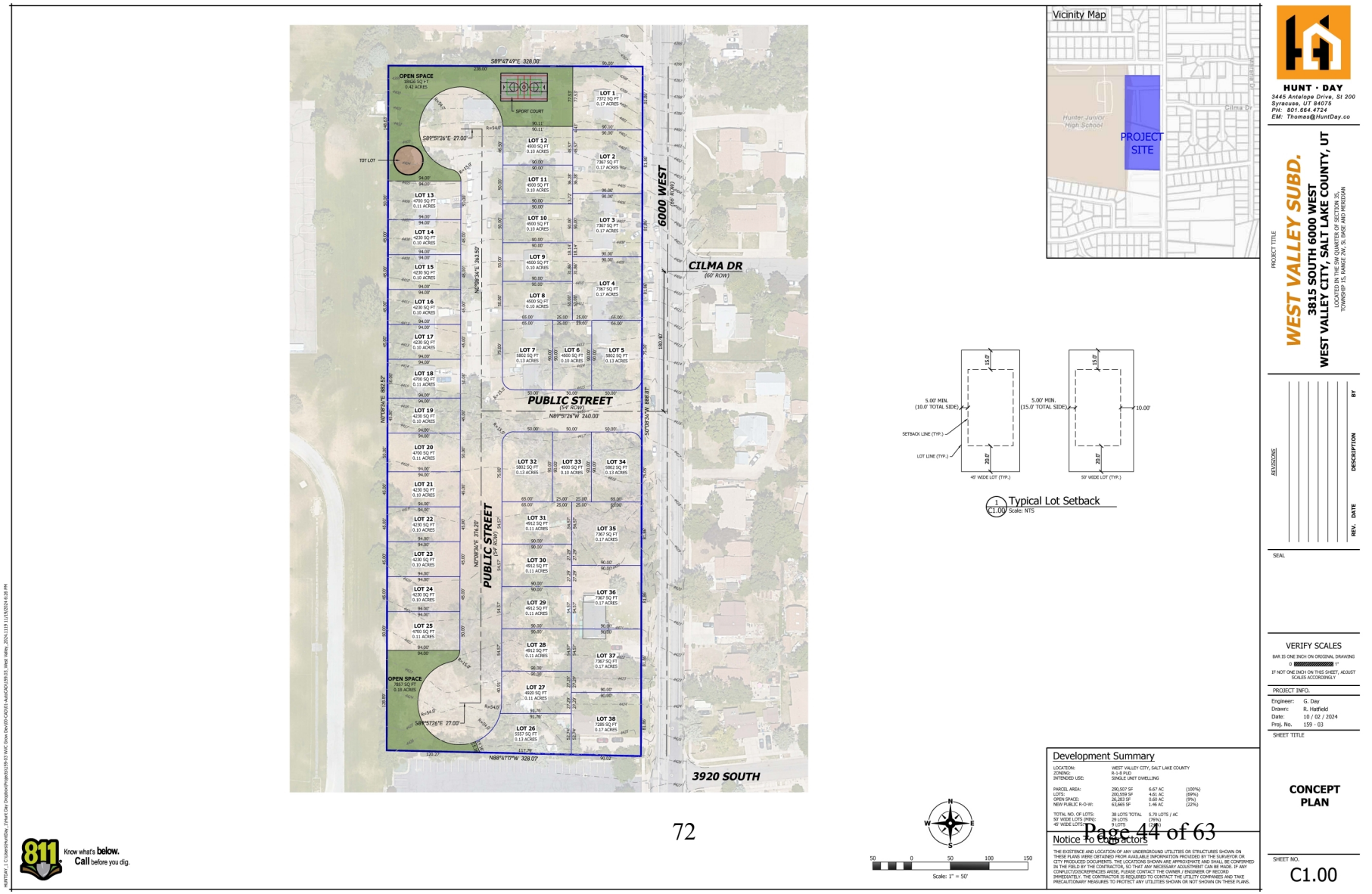
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Council Members,

As Grow Development, the applicant for the proposed Wilkins Hollow community at 3850 South and 6000 West, we thank you for your efforts and service in reviewing our proposal. We've approached this development from the very beginning as an opportunity to transform an under utilized and poorly maintained property into a revitalized residential destination within the City. We together have the opportunity to replace some of the worst conditioned rental homes in the city, into 38 new single-family homes existing and new West Valley City residents can call home. These will be extremely desirable homes as they will all be detached single family units, but at attainable price points ($500's - $600's) which are so desperately needed in today's market.

We'd ask that you approve the requested changes by following the WVC Staff and unanimous Planning Commission recommendations for this project. We've done our best to follow the conditions and requirements within the City Code for a PUD designation, as well as followed all feedback and direction given from the Council, Staff and Planning Commission. This latest proposal has been adapted and presents the following changes:

- **Exhibit B Section 1. = 38 Single Family Homes**
    - This is a reduction of 1 lot from the previous 39 homes.
    - This is also at a density of 5.69 homes per acre which considerably lower than the PUD limit of 6.5 units per acre.
- **Exhibit B Section 2. = Lots fronting 6000 West to be limited to 8 total lots**
- **Exhibit B Section 2.1 = Lots fronting 6000 west to have a minimum frontage of 80' wide.**
    - This is a significant improvement from what was previously proposed of 12. Reduction of 4.
    - In the current condition there are 9 existing homes fronting 6000 West. This would be a reduction of 1 unit from the current condition.
- **Exhibit B Section 19 = Minimum Open Space shall be 26,000 square feet.**
    - We are able to still provide all of the originally proposed amenity features as called out in section 22 of the development agreement.
    - Open space would be at 9.0% of the total project.

These changes will also make the following positive impacts on the project:

1. The reduction to 38 lots means with the rental restriction of 30% will equate to 11 of the new homes will be allowed as long-term rentals. Currently on the property there are 19 rentals. This would be a reduction of 8 units or a 42% drop in rentals on the property, promoting homeownership and owner occupancy.
2. After speaking with many of the neighbors following the city council meetings, they expressed concerns over the alignment of the new road with Cilma Drive. By moving the entrance road further south, we are able to address the concern and it will provide a better street frontage.
3. By reducing the number of lots fronting 6000 West to 8, we were able to make all 8 lots a minimum of 80' Wide. These lots meet the frontage requirement of the R-1-8 zone and are contiguous of the adjacent exiting homes.
4. With the new layout, no smaller lots will be adjacent to existing homes. Open space and the larger 80' wide lots will be the neighbors to the existing homes, creating a buffer and transition. All lots smaller in size will abut to the neighboring church to the south and school to the west. (please show the new concept for all to see)

We truly feel this is the best version of this project. We are near the end of what's possible at this time with the economic hurdles of the Landowner and the costs of re-developing the site. We hope you see this as a positive opportunity to transform something currently as a burden on the city and neighboring residents into a blessing for the neighborhood. Thank you for your review and consideration of this application. We look forward to building in West Valley City and doing more projects in the future.

Sincerely – Jake Hone, Vice President of Grow Development.

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $5,202,646 |
| Funding Source: | |
| Account #: | |
| Budget Opening Required | |

**ISSUE:**

Approve an appropriation to West Valley Arts.

**SYNOPSIS:**

This resolution declares the Performing Arts Center surplus, approves an appropriation to West Valley Arts in the amount of $5,202,646 in cash and property, and approves a Facility and Grant Agreement governing the terms of the appropriation.

**BACKGROUND:**

The attached appropriation study summarizes the City's determination that it is not feasible for the City to continue to operate the West Valley Performing Arts Center as a community theater. If the City Council determines that West Valley Arts will be able to operate independently until July 2028 with this appropriation without further assistance from the City, the City would realize sufficient value to legally support the appropriation.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS, AUTHORIZING AN APPROPRIATION TO WEST VALLEY ARTS, AND APPROVING A FACILITY AND GRANT AGREEMENT.**

**WHEREAS**, West Valley City and the West Valley City Council have a substantial and compelling interest in providing for a community theater in West Valley City; and

**WHEREAS,** the City has determined that it is not feasible to continue to operate the West Valley Performing Arts Center as a City facility; and

**WHEREAS**, the City provided notice as required by law and provided an opportunity for public comment to determine whether the West Valley Performing Arts Center should be declared surplus; and

**WHEREAS,** the City has prepared a study of a proposed appropriation to West Valley Arts, which is attached hereto as Exhibit A, and has made said study available to the public for fourteen days; and

**WHEREAS**, the City provided notice as required by law and held a public hearing to determine whether the appropriation of $640,000 and the conveyance of the West Valley Performing Arts Center to West Valley Arts is in the public interest; and

**WHEREAS,** the City Council has determined that said appropriation provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

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

1) The study and appropriations analysis attached hereto as Exhibit A is hereby approved and adopted, including but not limited to the criteria for a determination of value and public interest required by state law.

2) The City Council hereby finds and determines that the appropriation of money and property valued at $5,202,646.00 to West Valley Arts provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the City. The City Council further finds and determines that the West Valley Performing Arts Center is surplus to requirements and may be disposed of as provided herein.

3) The City Council hereby authorizes the Mayor to execute the Facility and Grant Agreement attached hereto as Exhibit B, conditioned upon final approval of the form of said Agreement by the City Manager and the City Attorney's Office.

4) The City Council hereby appropriates said money and property to West Valley Arts, conditioned upon the acceptance and execution of the Facility and Grant Agreement attached hereto as Exhibit B.

5) The appropriation made by this Resolution may be allocated from the General Fund or any other lawfully available source of funds in the discretion of the City Manager.

6) The City Council hereby authorizes the execution of all documents and the taking of all actions necessary to facilitate this appropriation by the Mayor, City Manager, and Finance Director, as appropriate.

**PASSED, APPROVED and MADE EFFECTIVE** this _____day of_____, 2024.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**EXHIBIT A**

**APPROPRIATIONS ANALYSIS AND STUDY**

**EXHIBIT B**

**FACILITY AND GRANT AGREEMENT**

Appropriation Study – West Valley Arts

Pursuant to the requirements of Section 10-8-2 of the Utah Code, this study analyzes and demonstrates the purpose for an appropriation of $5,202,646 to West Valley Arts, a Utah nonprofit corporation.[1] The proposed appropriation includes real property and fixtures valued at $4,562,646 and cash in the amount of $640,000.

## I. Introduction

The West Valley Performing Arts Center ("WVPAC") was initially constructed using bond proceeds and leased to the Hale Centre Theatre for operation during the repayment period. Upon repayment of the bond and expiration of the lease, Hale Centre Theatre moved to a new location in Sandy. The City made substantial efforts to find a new tenant to operate a theater at the WVPAC, but was unsuccessful. Ultimately, the City determined that the best option available was for the Division of Arts and Culture to operate the WVPAC as a community theater. At that time, City staff operated West Valley Arts as a nonprofit corporation to support the activities of the Division of Arts and Culture.[2]

The City's operation of the WVPAC kept an artistic use on the property, but the operation produced substantial negative operating income. As of March 2024, the WVPAC operation was projected to operate at a loss of approximately $1,668,000 for fiscal year 2023-24, which was the fourth consecutive year of increased operational losses.[3] In addition, substantial repairs were proposed.[4]

Due to the substantial repair costs and negative operating income of the WVPAC, it was determined that ongoing City operation of the WVPAC would not be feasible despite the City's desire to preserve the community theater use. In an effort to preserve the operation of the WVPAC as a community theater, employees of the Division of Arts and Culture proposed to assume control of the West Valley Arts nonprofit corporation and attempt to operate the facility as a private entity. The City agreed to transfer control of West Valley Arts to the employees and the City is no longer involved with West Valley Arts. All West Valley Arts employees have resigned their employment with the City effective December 20, 2024. At that time, the 2024 season will have concluded and the City will no longer operate the WVPAC.

Since the WVPAC is owned by the City, West Valley Arts has proposed that the City transfer the WVPAC to West Valley Arts, subject to its continued use as a community theater. West Valley Arts has also requested a cash appropriation of $640,000 to transition the WVPAC into private operation.

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[1] U.C.A. § 10-8-2(3).
[2] West Valley Arts was formerly the Utah Cultural Celebration Center Foundation. Over time, the mission and name of the organization changed as further detailed below.
[3] A summary of the revenues and expenses of the WVPAC for the previous four fiscal years is attached as Exhibit A.
[4] A summary of required repairs and estimated costs is attached as Exhibit B.

## II. Statutory Requirements

The Utah Code permits the City to appropriate money or property for any purpose that "provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience" of the residents of the City.[5] The City Council is required to establish criteria for the determination that the City will receive sufficient value for the appropriation, with the determination of value measured over the life of the project proposed.[6] Intangible benefits can be considered in the analysis.[7]

The City is required to consider the identified benefit the City will receive for the appropriation, the City's purpose for the appropriation, and whether the appropriation is necessary and appropriate to accomplish the purpose.[8]

## III. Appropriation Value

The proposed appropriation to West Valley Arts consists of the real property located at 3333 S. Decker Lake Drive (Parcel No. 15-27-351-025), certain fixtures and equipment located on the property, and $640,000 in cash. While the value of the cash is clear, further analysis is required to determine the value of the property.

In determining whether the City receives appropriate value in return for an appropriation, the City is required to find that the City is receiving an amount of value equal to the fair market value of the appropriation.[9] This requires the City to first determine the fair market value of the property being appropriated. The City's finance department currently lists the building, land, and fixtures to be appropriated to West Valley Arts as having a book value of $4,562,646 after taking into account depreciation. The current assessed value of the property, however, is $11,395,100. It is unknown what an arms-length bidder would offer the City for the property. For the purpose of this analysis, the City values the property appropriated at the book value of $4,562,646 for three reasons.

First, the assessed valuation of the property does not take into account the substantial repair costs that will be required. The County Assessor's valuation assumes a "new replacement cost" of $9,901,249, which is an estimate of the cost to obtain an equivalent functioning improvement to the assessed property. The City has determined that repairs will cost approximately $7,660,000, which is a large percentage of the replacement cost of the facility. This supports the lower book valuation.

Second, the assessed condition of the structure is "good", which is not consistent with the repair costs required to continue to provide service at the theater. Even if the repairs are performed, the building is difficult to use for a purpose other than artistic performance. This supports a lower

[5] U.C.A. § 10-8-2(3).
[6] U.C.A. § 10-8-2(3)(a).
[7] U.C.A. § 10-8-2(3)(c).
[8] U.C.A. § 10-8-2(3)(e).
[9] Price Dev. Co., L.P. v. Ogden City, 995 P.2d 1237, 1246-47 (Utah 2000).

valuation since the market for such a building is significantly restricted. By contrast, the County's assessment defines the tenant appeal as "above average" to reach its valuation. Third, the proposed appropriation would require the property to be used as a community theater and would require West Valley Arts to offer the property to the City for $1 before transferring it to any other party or converting it to any other use. This is a very substantial burden on the value of the property on the fair market. While the City cannot count on the return of the property in the future, the value of the interest conveyed to West Valley Arts is significantly lower than an unconditional sale. Any attempt by West Valley Arts to transfer the property or by the City to demand its return would involve substantial legal costs and an uncertain outcome, further burdening the value of the property on the fair market.

For these reasons, the value of the proposed appropriation to West Valley Arts is **$5,202,646**.

IV. Criteria for Value and Project Life

When the City bonded for the construction of the WVPAC, the City's intent was to create a community theater to offer artistic performances for residents, attract visitors to the City, and support surrounding land uses, such as the Maverik Center, hotels, and restaurants. During the Hale Centre Theatre's time at the WVPAC, this goal was met without incurring additional capital expense because the Hale Centre Theatre's lease payments matched the bond payments. Following the Hale Centre Theatre's departure, the City's goal remained unchanged. Accordingly, the City has continued to operate a community theatre at the WVPAC.

Due to the deferred maintenance costs and mounting operational losses, it is infeasible for the City to continue to operate the WVPAC. However, the City remains committed to the goal of having a community theater at the WVPAC site. State law permits the City to consider this intangible benefit as value received for the appropriation. State law also requires the City to establish a criterion for defining the value received. As set forth in Exhibit A, the average cost to the City to operate the theater over the last three fiscal years[10] is approximately **$1,437,000**. It is reasonable to set this cost as the value received for the appropriation each year from 2025 forward because the evidence indicates that this is what it would cost the City to operate a community theater and achieve the City's objectives at the time of construction. This is likely a conservative estimate as operating losses have increased with time.

The project life is potentially indefinite: the appropriation conveys title to the WVPAC to West Valley Arts and anticipates that West Valley Arts will operate a community theater on the site for the foreseeable future. In order for the project to return adequate value to support the appropriation of $5,202,646, the attributed value of the community theater ($1,437,000 per year) would need to be realized for 3.62 years, or approximately 43 months. **Therefore, if West Valley Arts can operate the community theater through July of 2028 without any assistance from the City, the City will receive adequate value for the appropriation.**

V. Statutory Factors

[10] Theater operations during FY 2020-2021 were severely impacted by the COVID-19 pandemic and are not representative of future costs.

In evaluating this appropriation, the City is required to consider the identified benefit the municipality will receive, the municipality's purpose for the appropriation, and whether the appropriation is necessary and appropriate to accomplish a public purpose.[11]

A. Identified Benefit for the Appropriation[12]

As stated above, the benefit the City will receive for the appropriation is the operation of a community theater to offer artistic performances for residents, attract visitors to the City, and support surrounding land uses. The value of that benefit is estimated at the City's recent cost to provide it, which is $1,437,000 per year. The City may receive other benefits as well, such as increased sales tax revenue, reputational benefits, or other consideration. However, those benefits are not included in the calculation of value because their value is uncertain and because other uses of the property may provide similar, greater, or lesser benefit to the City.

West Valley Arts has represented that the organization will be able to remain viable indefinitely with the support provided by this appropriation. The benefit received is sufficient to support the appropriation under state law if the City Council determines that West Valley Arts will be able to operate the theater without additional City support until at least July 2028.

B. The Purpose of the Appropriation[13]

The City has identified the operation of a community theater at the WVPAC as a public purpose that provides for the benefit and comfort of the residents of the City.[14] The provision of cultural facilities as an amenity for residents is a legitimate public purpose which may be accomplished through an appropriation of property or money.[15] If a community theater is to be operated on this property, the City will have to operate the community theater itself, contract with an operator, or license, lease, or transfer the property. Since the City cannot feasibly operate the community theater itself, the appropriation offers an alternative to accomplish this goal.

C. The Necessity and Appropriateness of the Appropriation[16]

As indicated above, for a community theater to operate at the WVPAC, the City would need to contract with an operator or license, lease, or transfer the property. If the City Council determines that the operation of a community theater at the WVPAC is desirable, one of these alternatives would be required. Previous attempts to contract with an operator have not been successful, which makes a license, lease, or sale arrangement the most viable means of achieving the goal. The proposed appropriation would offer a path for West Valley Arts to operate a community theater at the WVPAC and achieve this goal.

[11] U.C.A. § 10-8-2(3)(e)(3).
[12] U.C.A. § 10-8-2(3)(e)(3)(iii)(A).
[13] U.C.A. § 10-8-2(3)(e)(3)(iii)(B).
[14] U.C.A. § 10-8-2(3).
[15] *See* Thomas v. Daughters of Utah Pioneers, 197 P.2d 477 (Utah 1948).
[16] U.C.A. § 10-8-2(3)(e)(3)(iii)(B).

## Facility and Grant Agreement

**THIS FACILITY USE AND GRANT AGREEMENT** (the "Agreement") is made this 30 day of October, 2024, by and between West Valley City, a Utah municipal corporation, 3600 Constitution Boulevard (hereinafter the "City"), and West Valley Arts Foundation, a Utah nonprofit corporation, West Valley City, Utah (hereinafter "WVAF").

**RECITALS:**

**WHEREAS**, WVAF desires to use certain City property to operate a performing arts center; and

**WHEREAS**, WVAF also desires to receive certain grant funding from the City; and

**WHEREAS**, the City is willing to convey said property and funding on the terms set forth herein.

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

1. Conveyance. On or before January 1, 2025, the City shall convey the property located at 3333 South Decker Lake Drive (Parcel No. 15-27-351-025 (the "Property")) and its contents by quitclaim deed to WVAF. Said deed shall include a clause providing that WVAF shall not transfer ownership of any portion of the Property to any other party without first offering to sell the Property to the City for $1.00. Said deed shall also include a clause providing that WVAF shall not encumber the Property or pledge the Property as collateral or security for any debt or obligation without the express written consent of the City. Said deed shall also include a clause providing that if the Property is not used as a performing arts center, WVAF or any successor entity shall promptly convey the Property to the City.

2. Conditions of Conveyance. WVAF agrees to the following:

    a. WVAF shall use the Property for the purpose of operating a performing arts center and related ancillary purposes.
    b. WVAF shall comply with all applicable federal, state, and local laws, ordinances, and regulations.
    c. WVAF shall maintain the Property in compliance with the West Valley City Municipal Code.
    d. WVAF shall be responsible for any and all operating costs of the Property, including but not limited to utilities and regulatory fees.

3. No Warranty. The City makes no representation or warranty as to the condition or suitability of the Property for WVAF's use. WVAF acknowledges and agrees that the

Property may require substantial repairs and that the City conveys the Property on an "as is, where is" basis.

4. Risk of Loss. As set forth in Section 3 above, the City makes no warranty concerning the Property. If the Property becomes unusable by WVAF, the City is under no obligation to provide any replacement venue and shall not be responsible for any damages, including but not limited to monetary, actual, or consequential damages or costs incurred by WVAF.

5. Grant Funding. To assist WVAF, the City agrees to pay WVAF $320,000 on or before January 1, 2025 and $320,000 on or before April 1, 2025 (the "Payments").

    a. WVAF acknowledges and agrees that the Payments include advance ticket sales for performances during 2025 processed and received prior to the date of this Agreement, as well as any other grant or other funding received by the City to which WVAF makes any claim.
    b. WVAF acknowledges and agrees that the Payments shall be the City's sole financial obligation to WVAF and that all outstanding obligations to WVAF, if any, are fully and forever discharged. By executing this Agreement, WVAF and the City waive any claim or cause of action asserting that that either Party owes the other Party money.
    c. As a condition of accepting the Payments, WVAF agrees to comply in full with the conditions set forth in Section 2 above. If WVAF fails to comply in full with said conditions following notice as provided herein, WVAF shall immediately repay the Payments to the City.

6. Indemnification. WVAF agrees to indemnify and hold the City harmless from and against any lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, arising from or relating to WVAF's activities within or adjacent to the Property.

7. Meet and Confer. The Parties agree to cooperate in providing financial data and other information necessary to file tax returns and take other actions necessary to give effect to the terms of this Agreement.

8. Default. If either Party fails to perform as required herein, the non-defaulting Party shall send a notice as set forth in Section 9 below specifying the nature of the default and the curative actions required. The party alleged to be in default shall have the right to cure said default within 14 days of receiving notice. If the default is not cured, the non-defaulting Party shall have the right to immediately terminate this Agreement.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in

writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

| | |
|---|---|
| If to the CITY: | West Valley City<br>Attn: City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| With a copy to: | West Valley City<br>Attn: City Attorney<br>3600 Constitution Boulevard<br>West Valley City, Utah 84119 |
| If to WVAF: | West Valley Arts Foundation<br>3333 Decker Lake Drive<br>West Valley City, UT 84119 |

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

11. Assignment. This Agreement is not assignable by any Party.

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

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

14. Attorney's Fees. In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation,

reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

15. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Entire Agreement. This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

17. Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

18. Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

19. WVAF Obligations Survive Termination. All obligations undertaken by WVAF shall be binding upon WVAF after the conveyance of the Property and shall survive the termination of this Agreement.

20. Amendment. No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

21. Compliance with Laws/Laws to Apply. The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

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

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

WEST VALLEY CITY

_____
Mayor

_____
City Manager

ATTEST:

_____
City Recorder

WEST VALLEY ARTS FOUNDATION

By: _____
Its: CEO/Executive Director

State of Utah )
:ss
County of Salt Lake )

On this 30 day of October, 2024, personally appeared before me Jeff Olsen *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the CEO/Executive Director *[title]*, of West Valley Arts Foundation, and that this *Facility and Grant Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

Michael P Christensen
Notary Public, State of Utah
Commission # 737439
My Commission Expires on 05/28/2028

_____
Notary Public

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $347,548.59 |
| Funding Source: | CIP |
| Account #: | |
| Budget Opening Required: | Yes |

**ISSUE:**

Stonebridge Golf Club has 13 bridges which were installed in 1999. In addition to the bridges giving the only access to many parts of the golf course for play and maintenance, piping and wiring run through the bridges to irrigate the golf course.

**SYNOPSIS:**

Stonebridge Golf Club is a local jewel hosting over 60 golf tournaments and 20,000 rounds of golf annually. Failure of bridges would impact golf play and could eliminate access to areas of the course which would significantly impact revenue. Bridge replacement is a critical element of maintenance to continue to be a top golf course.

**BACKGROUND:**

An RFP was posted and bids were received from three contractors. The cost to replace the two most critical bridges, Sunrise 1 and Creekside 1, follows:

| | |
|---|---|
| Life is Good Investments | $347,548.59 |
| VanCon | $487,500 |
| Cinnamon Creek | $774,220.26 |

**RECOMMENDATION:**

Staff recommend approving an agreement to replace two bridges at Stonebridge Golf Club to Life is Good Investments, LLC.

**SUBMITTED BY:**

Jamie Young, Parks and Recreation Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AWARDING A CONTRACT TO LIFE IS GOOD INVESTMENTS, LLC FOR REPLACEMENT OF TWO BRIDGES AT STONEBRIDGE GOLF COURSE.**

**WHEREAS,** West Valley City solicited proposals in accordance with state law to replace bridges at Stonebridge Golf Course (the "Project"); and

**WHEREAS,** Life is Good Investments, 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 perform the Project.

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

1. The contract to perform the Project is hereby awarded to Contractor in the amount of $347,548.59.

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this day of November 14, 2024, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Life is Good Investments L.L.C. (hereinafter, "Contractor"), a Utah limited liability company, 7543 South 5200 West, West Jordan, Utah 84081. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City requires the replacement of two bridges at Stonebridge Golf Course (the "Work"); and

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

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

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

**AGREEMENT:**

1. **Project Description.** Contractor shall remove and replace the Sunrise 1 and Creekside 1 bridges at Stonebridge Golf Course.

2. **Contractor's Services.** Contractor shall provide and install the bridges listed in the Scope of Work attached hereto and incorporated herein as Exhibit "A."

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

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

5. **City's Responsibilities.** The City shall be responsible for the following:
   A. **Compensation.** The City shall pay the Contractor an amount not to exceed $347,548.59. Payment shall be made within 30 days of receipt of an invoice for

A. **Compensation.** The City shall pay the Contractor an amount not to exceed $347,548.59. Payment shall be made within 30 days of receipt of an invoice for work performed.

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

7. **Completion Date and Term.** The Work shall be completed no later than 03/24/2025. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.

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

If to the CITY: West Valley City
Attn: City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

With a copy to: West Valley City
Attn: City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to Contractor: Life is Good Investments L.L.C.
7543 South 5200 West
West Jordan, Utah 84081

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers

and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

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

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

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

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

    B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $2,000,000.

reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other

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

D. **Employer's Liability Insurance.** In an amount not less than $2,000,000.

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

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

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

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

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

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation,

counsel of record.

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

18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of

conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

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

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

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

*(Signatures follow)*

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 11/19/2024

Brandon Hill

City Recorder

CONTRACTOR

By: Jeramy Heinberger
Its: Contractor

State of Utah )
:ss
County of Salt Lake )

On this 15th day of November, 20 24, personally appeared before me Jeramy Heinberger *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Contractor *[title]*, of Life is Good Investments L.L.C. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or its members, and he/she acknowledged to me that said entity executed the same.

JOE'E MOON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 727410
COMM. EXP. 10/20/2026

Notary Public

# EXHIBIT A

## SCOPE OF WORK

# LIGI Estimate

| |
|---|
| To: West Valley City Parks & Recreation Department |
| Attn: Jamie |
| Address: 4415 Links Dr |
| City, State, Zip WVC, UT 84120 |
| Phone: 801-955-4011 |

| |
|---|
| Job Name/Number: Stonebridge Bridge Golf Course Replacement Bridges |
| Estimate Number: |

| LIG Investments would like to offer to complete the following work as described below: | Dollar Amount |
|---|---|
| Mobilization/Demobilization | $5,200.00 |
| Demo, haul off of two bridges | $12,865.25 |
| Temporary controls | $ 3,500.00 |
| Metal pipe replacement and installation 2-12". | $16,275.00 |
| HDPE 4"-12" install | $9,992.50 |
| 2- Roadrunner Bridges (1-56') (1-48') | $158,486.00 |
| Delivery of two bridges x 2 | $15,415.84 |
| Earthwork | $11,566.00 |
| Concrete | $26,832.50 |
| Labor | $62,875.50 |
| Equipment | $9,000.00 |
| Sod Install | $2,300.00 |
| Permit, bonds, fees. | $13,240.00 |
| **Total** | **$347,548.59** |

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $0.00 |
| Funding Source: | |
| Account #: | |
| Budget Opening Required: | No |

**ISSUE:**

A resolution approving an easement with Rocky Mountain Power at Wetland Park.

**SYNOPSIS:**

With the construction of the Wetland Park, power will need to be run from Parkway Blvd, north along the park access road, to the meter and electrical panel, which will need an easement.

**BACKGROUND:**

Wetland Park is located at 6645 West Parkway Blvd. As the park is being built, power will need to be brought in underground from Parkway Blvd, north along the access road, to the meter and panel. Rocky Mountain Power requires an easement in order to run the power lines to the meter in case they need to do any work on the line. This easement will allow them to do that along the park roadway.

**RECOMMENDATION:**

Approve the utility easement at Wetland Park.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER.**

**WHEREAS,** the City desires to connect the Wetland Park to electrical service; and

**WHEREAS**, in order to make said connection, Rocky Mountain Power requires an easement on the City's property; and

**WHEREAS**, a Right of Way Easement (the "Easement") has been prepared in favor of Rocky Mountain Power;

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Frankie Mansuetto
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: LPK11/Wetlands Park/General Service to Park
WO#: 7137666
RW#:

# RIGHT OF WAY EASEMENT

For value received, West Valley City**,** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 627 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "**A**" attached hereto and by this reference made a part hereof:

Beginning at a point being North 89°57'53" West 1,155.00 feet along the section line and North 70.35 feet from the Southeast corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 627.48 feet to the northerly right-of-way line of Parkway Boulevard; thence South 82°22'57" West 10.09 feet along said northerly right-of-way line; thence North 53.71 feet; thence North 04°34'26" West 18.60 feet; thence Northwesterly 7.94 feet along the arc of a 99.50 foot radius curve to the right (center bears North 85°25'34" East and the chord bears North 02°17'13" West 7.94 feet with a central angle of 04°34'26"); thence North 525.43 feet; thence Northeasterly 23.28 feet along the arc of a 169.50 foot radius curve to the right (center bears East and the chord bears North 03°56'03" East 23.26 feet with a central angle of 07°52'07"); thence East 10.20 feet to the point of beginning. Encompassing 7,284 Square Feet or 0.167 Acres.

Assessor Parcel No. 14-27-226-009 and 14-22-451-001

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement**.** Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 2024.

**GRANTOR**
**West Valley City**

_____
**Karen Lang, Mayor**

State of Utah )
:ss
County of Salt Lake )

On this _____ day of _____, 2024, personally appeared before me Karen Lang, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that this document was signed by her in behalf of said municipal corporation by authority of Resolution of the West Valley City Council.

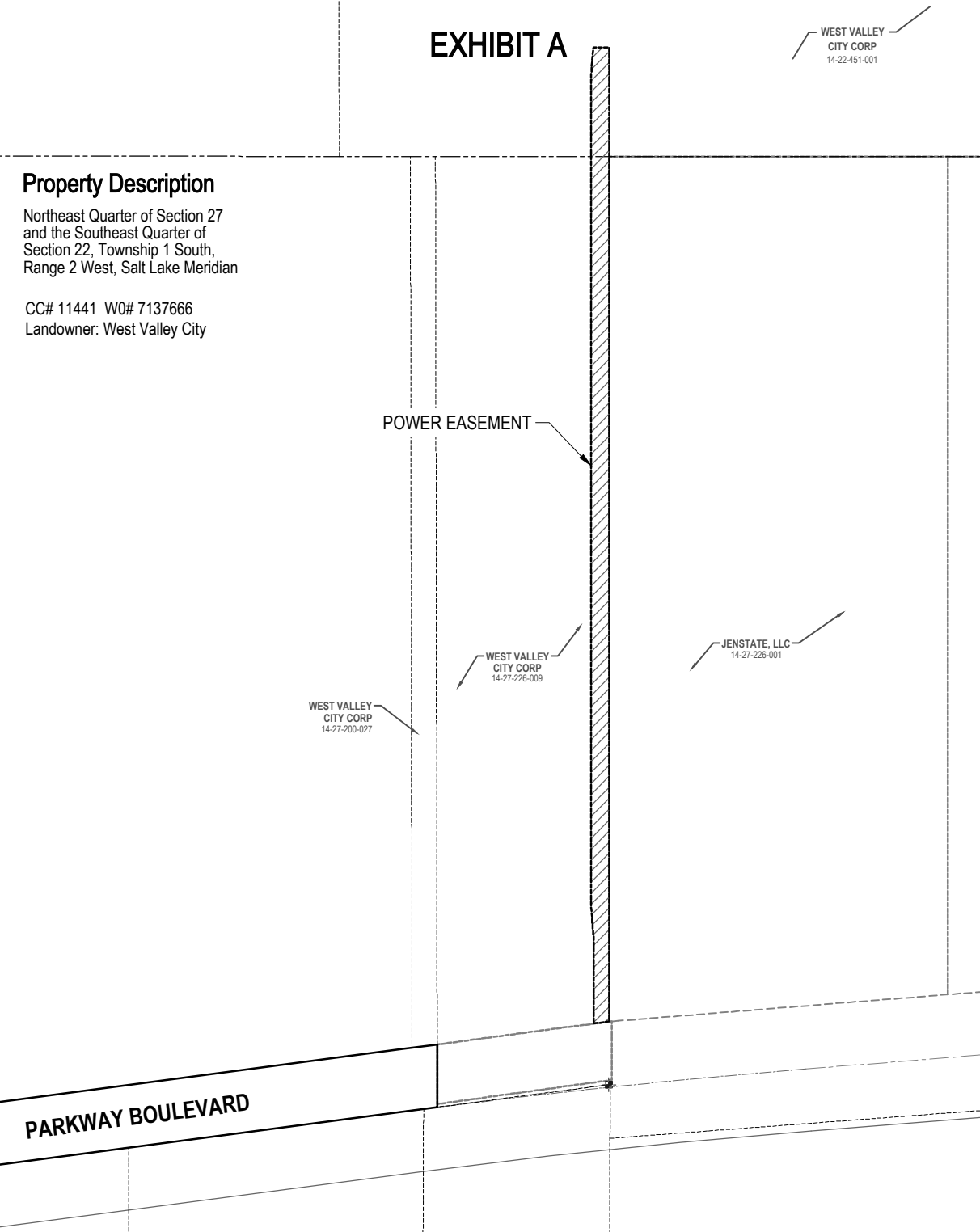
_____
Notary Public

# EXHIBIT A

## Property Description

Northeast Quarter of Section 27
and the Southeast Quarter of
Section 22, Township 1 South,
Range 2 West, Salt Lake Meridian

CC# 11441 W0# 7137666
Landowner: West Valley City



| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $4,400.00 |
| Funding Source: | Transportation Funds |
| Account #: | 45-9610-40750-75273-0200 |
| Budget Opening Required: | No |

**ISSUE:**

Authorization and execution of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

**SYNOPSIS:**

Carlos A. Matamoros and Ana E. Matamoros has signed an Easement Purchase Agreement and a Temporary Construction Easement for property located at 3576 South 6800 West (14-34-131-060).

**BACKGROUND:**

The Carlos A. Matamoros and Ana E. Matamoros parcel located at 3576 South 6800 West is one of eight parcels affected by the 6800 West Street Improvements Project; 3750 South to 3500 South. This project will include the construction of curb, gutter, sidewalk, patterned concrete, streetlights and widened asphalt on the west side of 6800 West Street. The project is necessary to match up to improvements being built on the east side of 6800 West by a development. Compensation for the purchase of the Temporary Construction Easement and improvements of $4,400.00 was based upon the appraisal prepared by the Fortis Group, LLC.

**RECOMMENDATION:**

Accept Temporary Construction Easement and authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM CARLOS AND ANA MATAMOROS FOR PROPERTY LOCATED AT 3576 SOUTH 6800 WEST.**

**WHEREAS,** Carlos and Ana Matamoros (herein "Owner") have entered into an Easement Purchase Agreement for property located at 3576 South 6800 West that is affected by the 6800 West Street Improvements Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**WEST VALLEY CITY**
**EASEMENT PURCHASE AGREEMENT**

On this _____ day of _____, 20___, Carlos and Ana Matamoros (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.

2. The City shall pay $4,400.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

*(signatures follow)*

**GRANTOR**
**CARLOS A. MATAMOROS**

State of UTAH )
:ss
County of SALT LAKE )

On this 12TH day of NOVEMBER, 2024, personally appeared before me Carlos A. Matamoros, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

**GRANTOR**
**ANA E. MATAMOROS**

State of UTAH )
:ss
County of SALT LAKE )

On this 12TH day of NOVEMBER, 2024, personally appeared before me Ana E. Matamoros, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

**GRANTEE**
**MAYOR**

_____

ATTEST:

_____
CITY RECORDER

## EXHIBIT A

## TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-131-060**

## TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Carlos A. Matamoros and Ana E. Matamoros**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3576 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at point a point being on the westerly line of 6800 West Street, a 66 foot wide right-of-way, said point being South 00°22'30" West 642.90 feet along the north-south center section line and West 33.00 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°22'30" West 86.33 feet; thence West 5.00 feet; thence North 00°22'30" East 13.09 feet; thence North 89°37'30" West 10.00 feet; thence North 00°22'30" East 30.00 feet; thence South 89°37'30" East 10.00 feet; thence North 00°22'30" East 43.24 feet; thence East 5.00 feet to the Point of Beginning. Encompassing 732 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2024.

GRANTOR

_____
**Carlos A. Matamoros**

GRANTOR

_____
**Ana E. Matamoros**

State of _____ )
:ss
County of _____ )

On this _____ day of _____, 2024, personally appeared before me **Carlos A. Matamoros and Ana E. Matamoros**, whose identities are 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 acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-131-060**

## TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Carlos A. Matamoros and Ana E. Matamoros**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3576 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

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>
> Beginning at point a point being on the westerly line of 6800 West Street, a 66 foot wide right-of-way, said point being South 00°22'30" West 642.90 feet along the north-south center section line and West 33.00 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°22'30" West 86.33 feet; thence West 5.00 feet; thence North 00°22'30" East 13.09 feet; thence North 89°37'30" West 10.00 feet; thence North 00°22'30" East 30.00 feet; thence South 89°37'30" East 10.00 feet; thence North 00°22'30" East 43.24 feet; thence East 5.00 feet to the Point of Beginning. Encompassing 732 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 12TH day of NOVEMBER, 2024.

GRANTOR

**Carlos A. Matamoros**

GRANTOR

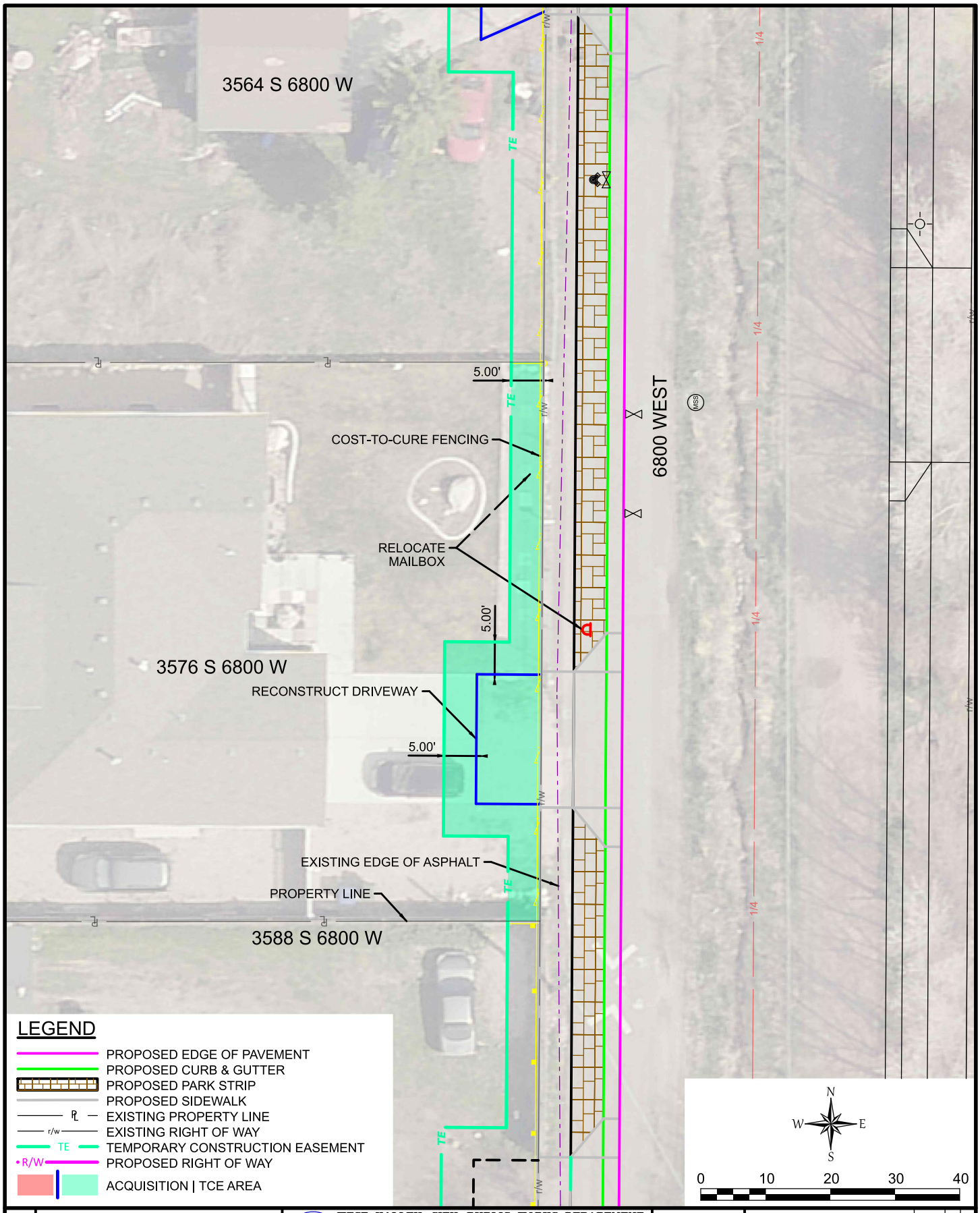
**Ana E. Matamoros**

State of UTAH )
:ss
County of SALT LAKE )

On this 12TH day of NOVEMBER, 2024, personally appeared before me **Carlos A. Matamoros and Ana E. Matamoros**, whose identities are 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 acknowledged that they executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

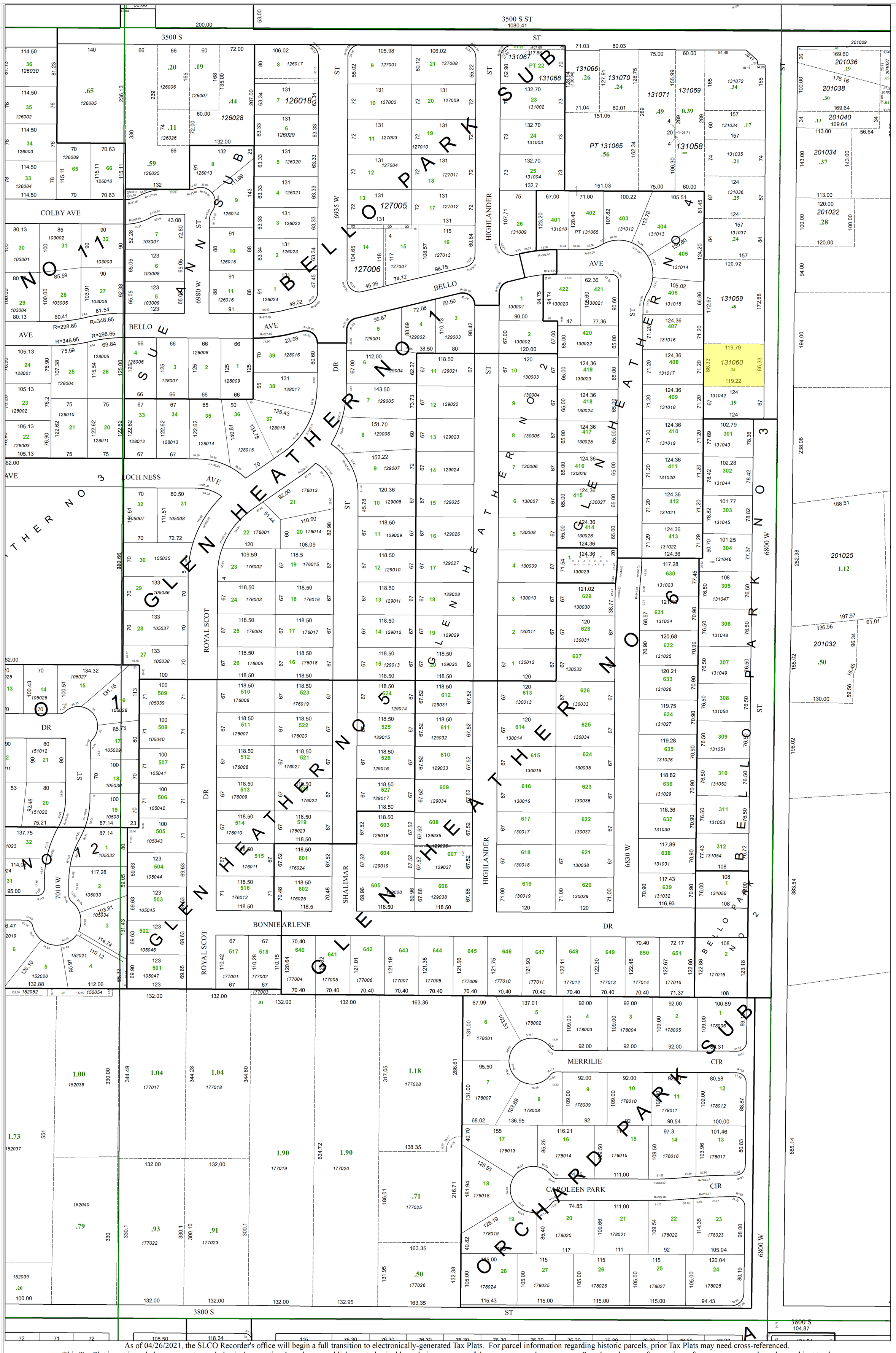
Notary Public




| | | | |
|---|---|---|---|
| SHEET NO. RW-060 | 6800 W 3750 S TO 3500 S | WEST VALLEY CITY PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>3600 CONSTITUTION BOULEVARD<br>WEST VALLEY CITY, UTAH 84119-3720 | DESIGN<br>CHECK |
| | ROADWAY IMPROVEMENTS | | DRAWN<br>CHECK |
| | 3576 S 6800 W | | REMARKS / DATE / NO. / BY — REVISIONS |
| | PROJECT NUMBER WVC ENG - PROJECT PW-472 | DESIGN _____ PROFESSIONAL ENGINEER DATE | |



6/29/2022 3:28:50 PM H:\ENGDIV\PROJECTS\6800 West - 3750 S to 3500 S\CAD\Drawings\PDF Exhibits\ROW Exhibits\131-060_MATAMOROS.dgn




As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.


Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org


# E 1/2 NW 1/4 Sec 34 T1S R2W

## SALT LAKE COUNTY, UTAH

5/16/2024

Scale 1"=100'

0 100' 200'

Feet

14-34-12

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $7,000.00 |
| Funding Source: | Transportation Funds |
| Account #: | 45-9610-40750-75273-0200 |
| Budget Opening Required: | No |

**ISSUE:**
Authorization and execution of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

**SYNOPSIS:**
Danny Trujillo has signed an Easement Purchase Agreement and a Temporary Construction Easement for property located at 3588 South 6800 West (14-34-131-042).

**BACKGROUND:**
The Danny Trujillo parcel located at 3588 South 6800 West is one of eight parcels affected by the 6800 West Street Improvements Project; 3750 South to 3500 South. This project will include the construction of curb, gutter, sidewalk, patterned concrete, streetlights and widened asphalt on the west side of 6800 West Street. The project is necessary to match up to improvements being built on the east side of 6800 West by a development. Compensation for the purchase of the Temporary Construction Easement and improvements of $7,000.00 was negotiated based upon the appraisal prepared by the Fortis Group, LLC, which indicated a value of $6,800.00.

**RECOMMENDATION:**
Accept Temporary Construction Easement and authorize the mayor to execute the Easement Purchase Agreement. Authorize City Recorder to record said Temporary Construction Easement for and on behalf of West Valley City.

**SUBMITTED BY:**
Steven J. Dale, P.L.S., Right-of-way and Survey Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DANNY TRUJILLO FOR PROPERTY LOCATED AT 3588 SOUTH 6800 WEST.**

**WHEREAS,** Danny Trujillo (herein "Owner") has entered into an Easement Purchase Agreement for property located at 3588 South 6800 West that is affected by the 6800 West Street Improvements Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

**WEST VALLEY CITY**
**EASEMENT PURCHASE AGREEMENT**

On this _____ day of _____, 20___, Danny Trujillo (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a certain easement for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a temporary construction easement in the form and for the property described in Exhibit A.

2. The City shall pay $7,000.00 for the easement described in Section 1. This amount constitutes fair market value and is the entire payment for the easement and any and all known or potential damages, costs, or value that may be related to the easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

*(signatures follow)*

**GRANTOR**
**DANNY TRUJILLO**

State of UTAH )
:ss
County of SALT LAKE )

On this 7th day of NOVEMBER, 2024, personally appeared before me Danny Trujillo, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public

**GRANTEE**
**MAYOR**

ATTEST:

CITY RECORDER

## EXHIBIT A

## TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-131-042**

## TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Danny Trujillo**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3588 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Commencing 2 rods West and 729 feet South from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 67.00 feet along the west line of 6800 West Street; thence West 5.00 feet along the northerly boundary of Bello Park No. 3, according to the official plat thereof as recorded in Book 808 at page 126 in the office of the Salt Lake County Recorder; thence North 6.09 feet; thence South 89°22'38" West 10.00 feet; thence North 29.00 feet; thence North 89°22'38" East 10.00 feet; thence North 31.91 feet to the northerly boundary of Grantor's property; thence East 5.00 feet to the POINT OF BEGINNING. Encompassing 625 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2024.

GRANTOR

_____
**Danny Trujillo**

State of _____ )
:ss
County of _____ )

On this _____ day of _____, 2024, personally appeared before me **Danny Trujillo**, 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 acknowledged that he executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**14-34-131-042**

## TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged **Danny Trujillo**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3588 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Commencing 2 rods West and 729 feet South from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 67.00 feet along the west line of 6800 West Street; thence West 5.00 feet along the northerly boundary of Bello Park No. 3, according to the official plat thereof as recorded in Book 808 at page 126 in the office of the Salt Lake County Recorder; thence North 6.09 feet; thence South 89°22'38" West 10.00 feet; thence North 29.00 feet; thence North 89°22'38" East 10.00 feet; thence North 31.91 feet to the northerly boundary of Grantor's property; thence East 5.00 feet to the POINT OF BEGINNING. Encompassing 625 square feet.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one (1) year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 7TH day of NOVEMBER, 2024.

GRANTOR

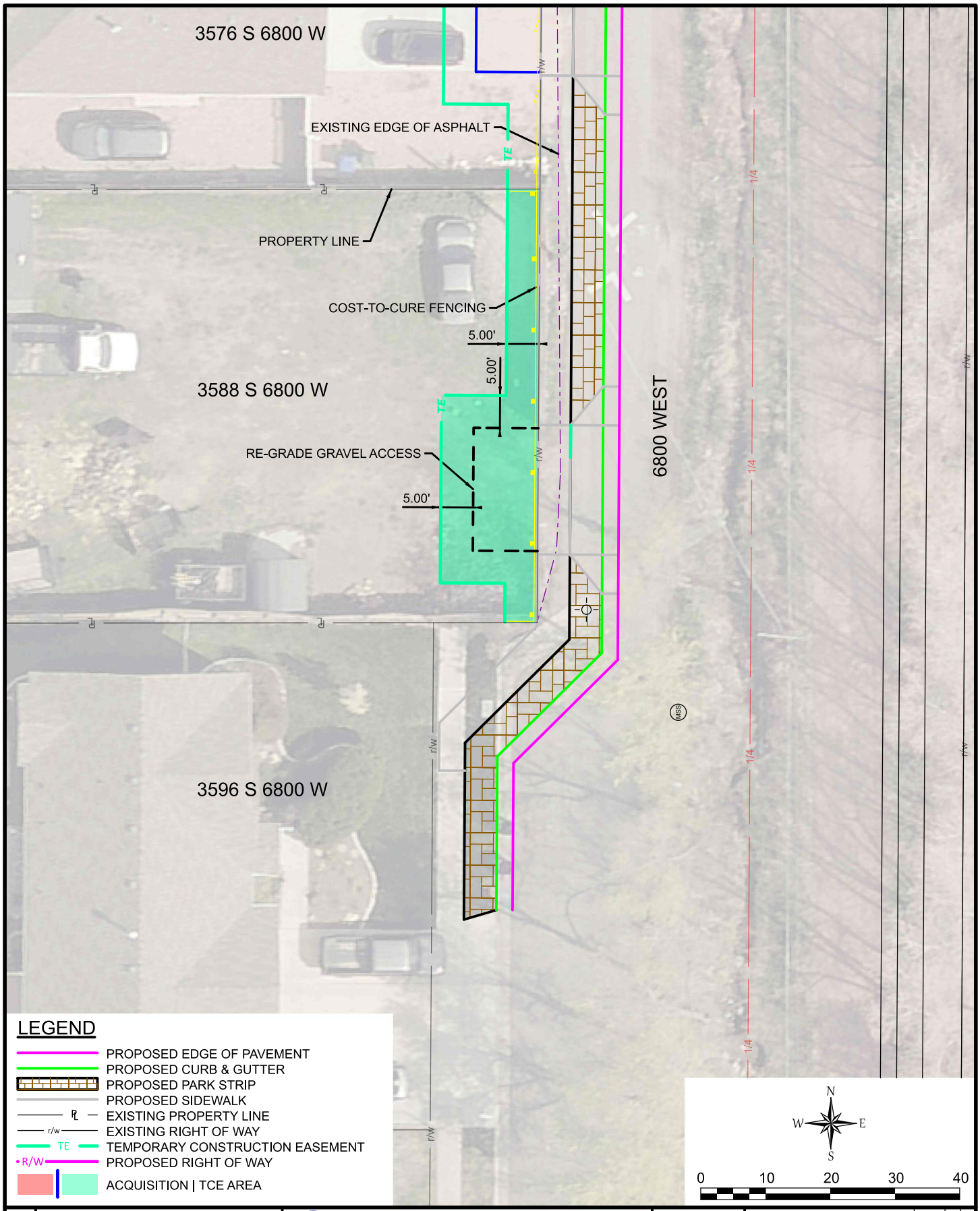
**Danny Trujillo**

State of UTAH )
:ss
County of SALT LAKE )

On this 7TH day of NOVEMBER, 2024, personally appeared before me **Danny Trujillo**, 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 acknowledged that he executed the same.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729306

Notary Public




| | | | | |
|---|---|---|---|---|
| SHEET NO. RW-042 | 6800 W 3750 S TO 3500 S | WEST VALLEY CITY PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>3600 CONSTITUTION BOULEVARD<br>WEST VALLEY CITY, UTAH 84119-3720 | DESIGN<br>CHECK | REMARKS / DATE / NO. / BY<br>REVISIONS |
| | ROADWAY IMPROVEMENTS | | | |
| | 3588 S 6800 W | | DRAWN<br>CHECK | |
| | PROJECT NUMBER WVC ENG - PROJECT PW-472 | DESIGN _____ PROFESSIONAL ENGINEER DATE | | |



6/29/2022 3:29:08 PM H:\ENGDIV\PROJECTS\6800 West - 3750 S to 3500 S\CAD\Drawings\PDF Exhibits\ROW Exhibits\131-042_TRUJILLO.dgn

As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

# E 1/2 NW 1/4 Sec 34 T1S R2W

## SALT LAKE COUNTY, UTAH

5/16/2024
142

Scale 1"=100'
0 100' 200'
Feet

14-34-12

Area | Section | Page

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | N/A |
| Funding Source: | N/A |
| Account #: | N/A |
| Budget Opening Required: | No |

**ISSUE:**

A resolution reappointing and appointing members to the Audit Review Committee and reappointing a chair.

**SYNOPSIS:**

This resolution appoints Ifo Pili and reappoints Lars Nordfelt, Karen Lang, Dean Lundell, and Lyle Phelps as members of the Audit Review Committee for terms commencing January 1, 2025 to December 31, 2028. This resolution also reappoints Lars Nordfelt as Chair for 2025.

**BACKGROUND:**

The Audit Review Committee consists of five members who serve for a term of three years. The Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community.

**RECOMMENDATION:**

Approval of this Resolution.

**SUBMITTED BY:**

James D. Welch, Finance Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. 24-XX**

**A RESOLUTION RATIFYING THE APPOINTMENT OF IFO PILI AND REAPPOINTMENT OF LARS NORDFELT, KAREN LANG, DEAN LUNDELL AND LYLE PHELPS AS MEMBERS OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE AND REAPPOINTMENT OF LARS NORDFELT AS CHAIR OF THE WEST VALLEY CITY AUDIT REVIEW COMMITTEE.**

**WHEREAS**, the West Valley City Audit Review Committee consists of members appointed for terms by the City Manager; and

**WHEREAS**, the Audit Review Committee is comprised of the City Manager, two members of the City Council, one appointed citizen and a finance director from another community. The City Manager has recommended that Ifo Pili be appointed and Lars Nordfelt, Karen Lang, Dean Lundell and Lyle Phelps be reappointed as members of this Committee, for a term commencing January 1, 2025 and ending December 31, 2028 and that Lars Nordfelt be reappointed as Chair of this Committee for 2025; and

**WHEREAS,** Ifo Pili, Lars Nordfelt, Karen Lang, Dean Lundell, and Lyle Phelps are willing to accept said appointments; and

**WHEREAS,** said appointments require the advice and consent of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the appointment of Ifo Pili and the reappointment of Lars Nordfelt, Karen Lang, Dean Lundell, and Lyle Phelps as members of the West Valley City Audit Review Committee and Lars Nordfelt as Chair of the West Valley City Audit Review Committee.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Dean Lundell, Finance Director, Lehi City

Dean Lundell began his career working for the Larry H Miller Sports and Entertainment Group. He served as the Controller for the Delta Center for three years and then for one year as the Controller for the Jordan Commons Megaplex Theatres in Sandy.

His career in government began with the City of South Jordan in 2001, where he worked for 9 years in the positions of Senior Accountant, City Treasurer, and Finance Director. Dean later served as the Finance Director for Pleasant Grove City and Cottonwood Heights. He is currently the Finance Director for Lehi City, where he has been since February 2018.

Dean has significant experience in accounting, budgeting, debt management, and capital planning. He graduated from Brigham Young University in 1996 with a master's degree in accounting. He is also a licensed CPA in the state of Utah.



Lyle Phelps, a resident of West Valley City Utah since 1996, grew up in Ogden Utah and moved to Salt Lake City to attend the University of Utah, where he earned a BS in Accounting in 1992 and a Masters of Professional Accounting in 1993.

His Accounting & Finance career started at Questar Corporation and affiliates as a Tax Intern during graduate school and went on to work for seven years as a Senior Internal Auditor and finishing his time there in 2011 after several years in the role of Director of Specialized Accounting. After Questar, he worked in General Accounting at Avalon Health Care briefly before becoming Payroll Manager, a role he held until moving to Micro Focus as Americas Payroll Manager in 2017, where he supervised a staff processing payrolls for the US, Canada, Mexico, Brazil, and Puerto Rico, before becoming the Global Payroll Manager at Ivanti Inc in 2020. At Ivanti, he supervises a staff processing payrolls in 29 countries.

Through the years, Lyle has volunteered for Volunteer Income Tax Assistance (VITA) as a Preparer and Site Coordinator, Scoutmaster, and Treasurer of Utah's largest and oldest Bicycling Club.

Lyle enjoys following the progress of his 4 children (who all graduated from Hunter High School), camping, paddle-boarding, and bicycling with his wife and his friends in the Bicycle Club.



ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

**ISSUE:**

A resolution appointing Justin Turcsanski to the Professional Standards Review Board.

**SYNOPSIS:**

This resolution appoints Justin Turcsanski as a member of the Professional Standards Review Board for a two-year term commencing on December 10, 2024 and ending on June 30, 2026.

**BACKGROUND:**

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

**RECOMMENDATION:**

Ratify the City Manager's appointment of Justin Turcsanski to the Professional Standards Review Board.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO 24-XX**

**A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF JUSTIN TURCSANSKI TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING DECEMBER 10, 2024 AND ENDING JUNE 30, 2026.**

**WHEREAS,** members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

**WHEREAS,** the City Manager desires to appoint Justin Turcsanski to serve on the Professional Standards Review Board for a term commencing July 2, 2024 and ending June 30, 2026; and

**WHEREAS,** Justin Turcsanski is willing to accept said appointment; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Justin Turcsanski to the Professional Standards Review Board for a term commencing July 2, 2024 and ending June 30, 2026.

**PASSED AND APPROVED** this XX day of December 2024.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

# JUSTIN TURCSANSKI



To make it easy on everyone my last name is pronounced

TUR-SHAWN-SKI

April 2001 - I started in the real estate industry as a licensed mortgage loan officer

June 2009, I became a licensed Realtor, simultaneously still licensed as a Loan officer

December 2009 – Present I work with Century 21

October 2010 – Present I work with Trillion Mortgage, as a Loan Officer.

Since 2009 I have held both licenses as a Mortgage Loan Officer and a Real Estate Agent. I have provided a full range of residential real estate services from helping first-time home buyers up to luxury home sales and purchases. I have dabbled a little in commercial real estate but residential is my focus.

I have lived in West Valley City for over 43 years. My greatest passion is my family, my wife Kim, our five kids, one son-in-law, and one grandson. In my spare time, I enjoy spending time with family and friends. I enjoy doing anything outdoors, camping, hiking, boating, skiing, traveling, working in my yard and helping in the community.

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

**ISSUE:**
Authorization and execution of a Notice of Abandonment Easement.

**SYNOPSIS:**
Arcadia SP, Inc. and Granger-Hunter Improvement District have signed a Notice of Abandonment of Easement document. Arcadia SP, Inc. is requesting that West Valley City also execute said Notice of Abandonment of Easement.

**BACKGROUND:**
Arcadia SP, Inc. is the developer of the proposed 4700 South Industrial Park – West Valley Phase 2. In order to convey storm water and sanitary sewer from the proposed Lot 201, private storm drain and sanitary sewer easements are needed to construct and maintain storm drain and sewer lines across the remaining Arcadia SP, Inc. property. Arcadia SP, Inc. erroneously recorded a Public Utility Easement in favor of West Valley City and Granger-Hunter Improvement District. Neither West Valley City nor Granger-Hunter Improvement District will maintain or otherwise be responsible for said lines. As a result the Public Utility Easement must be vacated.

**RECOMMENDATION:**
Authorize the mayor to execute the Notice of Abandonment of Easement. Authorize City Recorder to record said Notice of Abandonment of Easement for and on behalf of West Valley City.

**SUBMITTED BY:**
Steven J. Dale, P.L.S., Right-of-way and Survey Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A NOTICE OF ABANDONMENT OF EASEMENT.**

**WHEREAS,** a public utility easement was recorded as part of the proposed 4700 South Industrial Park – West Valley Phase 2 subdivision; and

**WHEREAS**, the City no longer requires said public utility easement; and

**WHEREAS,** a document entitled "Notice of Abandonment of Easement" (the "Notice") has been prepared for execution by the City; 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 Notice.

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

1. That the Notice hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute any other documents necessary to complete the release, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The City Recorder is authorized to record the Notice for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

When recorded return to:
Arcadia SP, Inc.
PO BOX 710
DRAPER, Utah 84020

Parcel No. 20-02-300-036

NOTICE OF ABANDONMENT OF EASEMENT

Notice is hereby given that Arcadia SP, Inc, Grantor, and West Valley City and the Granger-Hunter Improvement District Recipients of that certain 15 foot wide Non-Exclusive Public Utility Easement for the instillation, inspection and maintenance of sewer and storm lines recorded October 29, 2024 as Entry No. 14306552 in the office of the Salt Lake County Recorded and attached here to as Exhibit "B" ("Easement"), hereby declare that they are mutually TERMINATING, ABANDONING, VACATING, said Easement. The Easement is and shall be from this date forward null and void and of no further force or effect.

The Legal Descriptions of the affected parcels are attached hereto as Exhibit "A."

DATED this 21st Nov 2024

Arcadia SP, Inc.

By: KEN MILNE
Its: MANAGER

West Valley City

Karen Lang, Mayor

Granger Hunter Improvement District

By: Jason Helm
Its: General Manager

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 21st day of November, 2024, personally appeared Ken Milne, Manager of Arcadia SP, Inc., whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he is the Manager of Arcadia SP, Inc. and said document was signed by him on behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Corporation executed the same.

Witness my hand and official seal.

TSmith
Notary Public

TERA SMITH
Notary Public State of Utah
My Commission Expires on:
March 16, 2026
Comm. Number: 722836

State of Utah )
:ss
County of Salt Lake )

On this _____ day of _____, 20____, personally appeared before me **Karen Lang**, signer of the forgoing instrument, who being by me duly sworn did say that she is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that she signed the forgoing instrument on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor Lang acknowledged to me that said West Valley City executed the same.

_____
Notary Public

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 21 day of November, 2024, personally appeared Jason Helm _____, _____ of Granger Hunter Improvement District, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he is the General Manager of Granger Hunter Improvement District, and said document was signed by him on behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Corporation executed the same.

Witness my hand and official seal.

Notary Public

NOTARY PUBLIC
KRISTY JOHNSON
Commission No. 733632
Commission Expires
OCTOBER 11, 2027
STATE OF UTAH

# EXHIBIT A

## 4700 INDUSTRIAL PARK WEST VALLEY UTILITY EASEMENT LEGAL DESCRIPTION

A 15 foot wide easement over, across and through a tract of land located in the Southwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way line of 6000 West Street, located 33.76 feet South 89°50'20" West along the Section line and 318.06 feet North from the South Quarter Corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing being South 89°50'20" West 2659.42 feet between the South Quarter Corner and Southwest Corner of said Section 2), and running thence North 87°16'50" West 1048.98 feet to a point of curvature with a 7580.00 foot radius to the left; thence westerly 970.33 feet along the arc of said curve through a central angle of 07°20'04" (chord bears South 89°03'08" West 969.67 feet); thence North 04°36'55" West 15.00 feet to the southerly line of a 50.00 foot wide Denver & Rio Grande Railroad right-of-way as disclosed in that certain Quit Claim Deed recorded as Entry No. 1140871 in Book 467 at Page 382, being on a point on a 7595.00 foot radius non-tangent curve to the right; thence along said southerly line easterly 972.25 feet along the arc of said curve through a central angle of 07°20'04" (chord bears North 89°03'08" East 971.58 feet); thence along said railroad right-of-way South 87°16'50" East 1048.24 feet to the westerly right-of-way line of 6000 West Street; thence along said right-of-way South 00°07'11" East 15.02 feet to the POINT OF BEGINNING.

Contains 30,299 square feet, more or less

EXHIBIT B

**14306552 B: 11528 P: 6626 Total Pages: 3**
**10/29/2024 12:15 PM By: csummers Fees: $40.00**
**Rashelle Hobbs, Recorder, Salt Lake County, Utah**
**Return To: EAGLE GATE TITLE INSURANCE AGENCY, INC.**
**59 W UNIVERSITY PKWYOREM, UT 84058**

When Recorded, Mail to
Arcadia SP, Inc.
PO Box 710
Draper UT 84020

Space Above for Recording Only

**PUBLIC UTILITY EASEMENT**

Arcadia SP, Inc., hereby grant, convey, and establish a 15 Foot Wide non-exclusive Public Utility Easement for the instillation, inspection and maintenance of sewer and storm lines as provided as Utah Code Section 54-3-27 (the "PUE Statute").

A 15 foot wide easement over, across and through a tract of land located in the Southwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way line of 6000 West Street, located 33.76 feet South 89°50'20" West along the Section line and 318.06 feet North from the South Quarter Corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing being South 89°50'20" West 2659.42 feet between the South Quarter Corner and Southwest Corner of said Section 2), and running thence North 87°16'50" West 1048.98 feet to a point of curvature with a 7580.00 foot radius to the left; thence westerly 970.33 feet along the arc of said curve through a central angle of 07°20'04" (chord bears South 89°03'08" West 969.67 feet); thence North 04°36'55" West 15.00 feet to the southerly line of a 50.00 foot wide Denver & Rio Grande Railroad right-of-way as disclosed in that certain Quit Claim Deed recorded as Entry No. 1140871 in Book 467 at Page 382, being on a point on a 7595.00 foot radius non- tangent curve to the right; thence along said southerly line easterly 972.25 feet along the arc of said curve through a central angle of 07°20'04" (chord bears North 89°03'08" East 971.58 feet); thence along said railroad right-of-way South 87°16'50" East 1048.24 feet to the westerly right-of-way line of 6000 West Street; thence along said right-of-way South 00°07'11" East 15.02 feet to the POINT OF BEGINNING.

TAX ID# PART OF 20-02-300-036-000

ARCADIA SP, INC.

BY: JOHN WALKER
ITS: MANAGER

STATE OF UTAH)

:SS

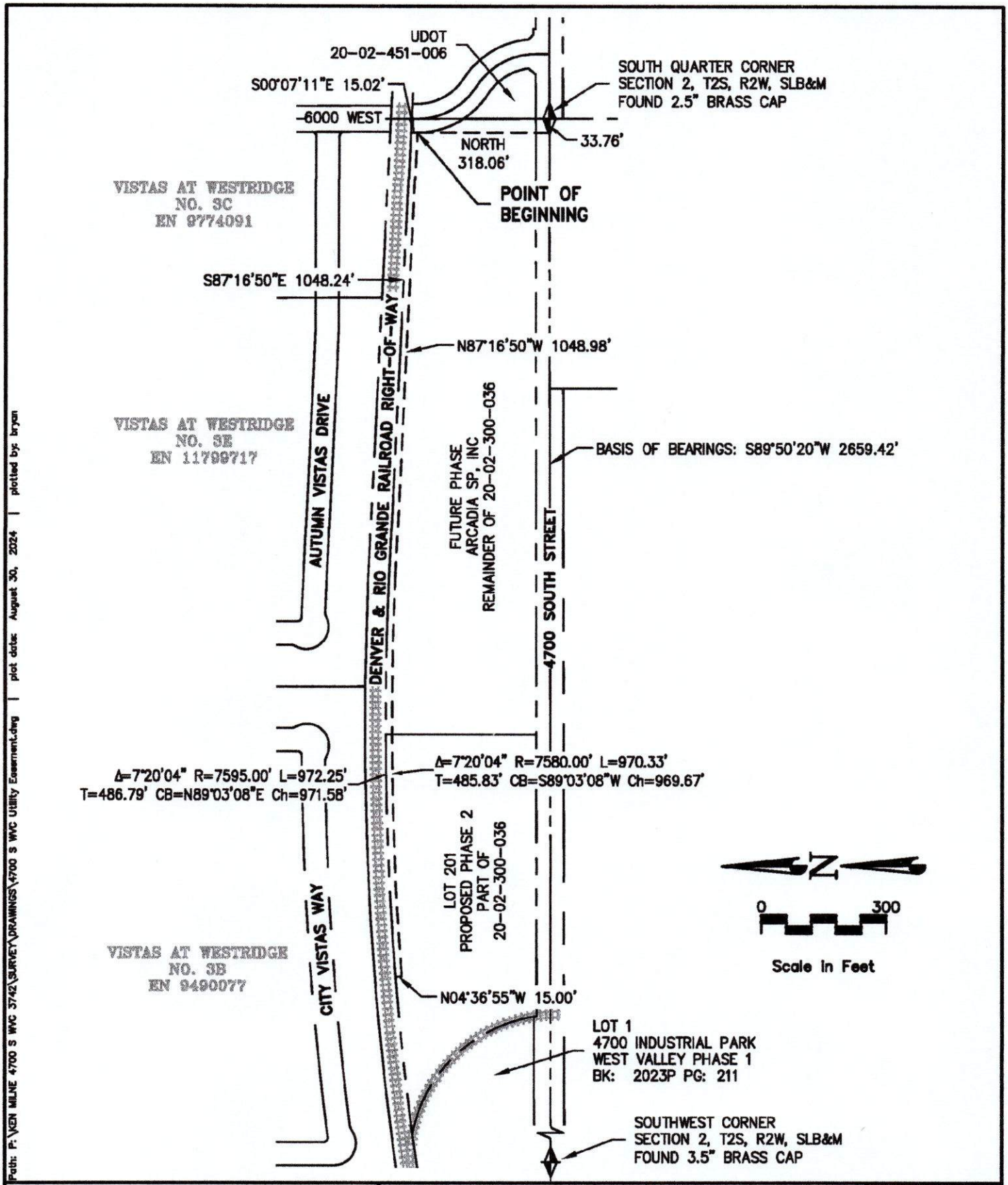
COUNTY OF SALT LAKE)

On this 29 day of October, 2024, personally appeared John Walker, Manager of Arcadia SP, Inc., whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he is the Manager of Arcadia SP, Inc. and said document was signed by him on behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me said Corporation executed the same.

Witness my hand and official seal.

Notary Public

CHRIS MADISON
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires August 18, 2027
COMMISSION NUMBER 732771




Path: P:\DEN MILNE 4700 S WVC 3742\SURVEY\DRAWINGS\4700 S WVC Utility Easement.dwg | plot date: August 30, 2024 | plotted by: bryan

**DOMINION**
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

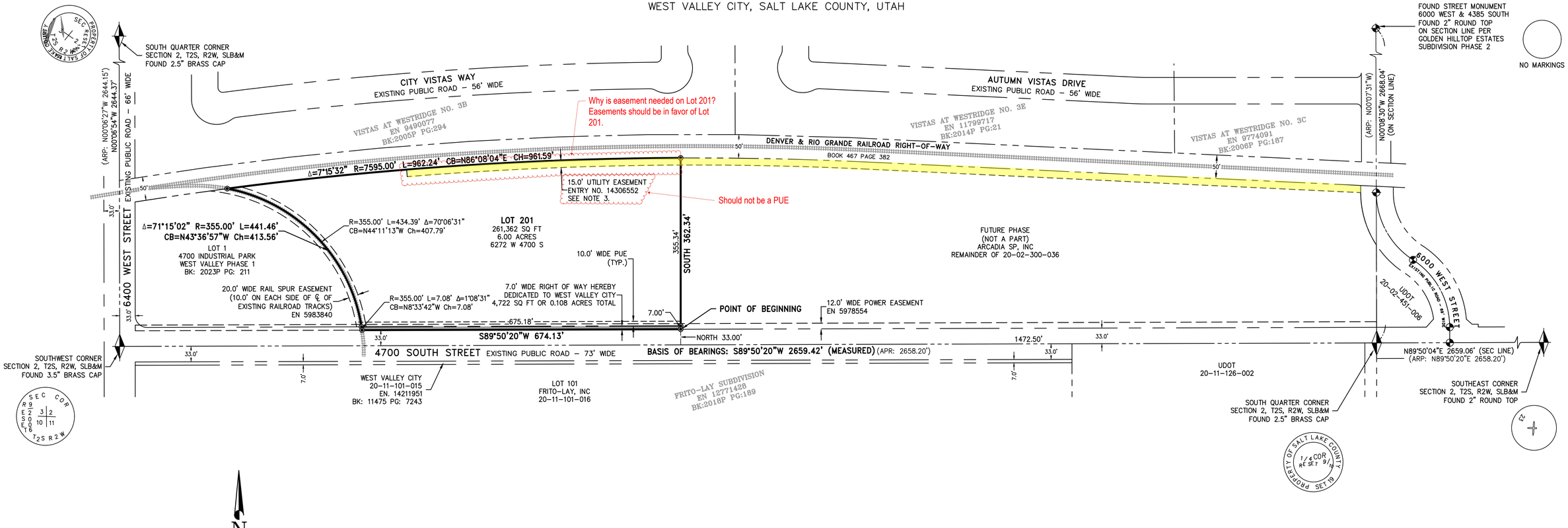
**15.00' WIDE UTILITY EASEMENT EXHIBIT**
**4700 SOUTH - WEST VALLEY CITY**
**WEST VALLEY CITY, SALT LAKE COUNTY, UTAH**
**IN THE SW 1/4 SECTION 2, T2S, R2W, SLB&M**

| PROJECT NO. | SHEET NO. | FILE NAME | SCALE |
|---|---|---|---|
| 3742 | 1 | UTIL EASE | 1"=300' |


4306552 B: 11528 P: 6628

# 4700 INDUSTRIAL PARK WEST VALLEY - PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH




## LEGEND

- SUBJECT PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- SECTION LINES
- RIGHT OF WAY LINES
- CENTER LINE
- EASEMENT LINE (LINETYPE VARIES)
- SET R&C MARKED "DOMINION ENG" (OR AS NOTED)
- FOUND STREET AND CORNER MONUMENTS (AS NOTED)
- SECTION CORNER MONUMENTS FOUND
- (S89°50'20"W 2658.20') RECORD BEARINGS AND DISTANCES
- EXISTING RAILROAD TRACKS

## WEST VALLEY CITY PLAT NOTES:

1. OFFSET PINS TO BE PLACED IN THE BACK OF THE CURB ON LINE AND 5/8" X 24" REBAR WITH CAP MARKED "DOMINION ENGINEERING" TO BE PLACED AT ALL OTHER CORNERS PRIOR TO ANY OCCUPANCY.
2. LOT 201 HEREBY GRANTS AND CONVEYS A PERPETUAL FIRE PROTECTION EASEMENT IN FAVOR OF THE EASTERLY ADJOINING PARCEL FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, INSPECTING, REPAIRING AND REPLACING UNDERGROUND WATER BASED FIRE PROTECTION FACILITIES OVER, ACROSS, AND THROUGH SAID LOT.
3. LOT 201 IS SUBJECT TO THE CONDITIONS OF THAT CERTAIN EASEMENT, RECORDED OCTOBER 29, 2024 AS ENTRY NO. 14306552 IN BOOK 11528 AT PAGE 6626.

This should not have been recorded as a "Public Utility Easement." West Valley City will not be responsible for maintenance of the storm drain line and Granger-Hunter Improvement District will likely not be responsible for maintenance of the sanitary sewer line. There should be a private storm drain easement across the remainder of the Arcadia property in favor of the proposed Lot 201. Most likely the same for Granger-Hunter Improvement District. Verify with GHID.

## BOUNDARY DESCRIPTION

A parcel of land being part of an entire tract described in that certain Warranty Deed recorded as Entry No. 14084475 in Book 11407 at Page 5955 in the Office of the Salt Lake County Recorder, located in the Southwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of 4700 South Street, located 1472.50 feet South 89°50'20" West along the Section line and 33.00 feet North from the South Quarter Corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing being South 89°50'20" West 2659.42 feet between the South Quarter Corner and Southwest Corner of said Section 2), and running thence along said northerly right-of-way line South 89°50'20" West 674.13 feet to the centerline of an existing rail spur disclosed in that certain Grant of Easement recorded as Entry No. 5983840 in Book 7069 at Page 2179 and the easterly boundary of 4700 Industrial Park West Valley Phase 1, recorded October 30, 2023 as Entry No. 14168971 in Book 2023P at Page 211, being a point on a 355.00 foot radius non-tangent curve to the left; thence along said existing rail spur centerline and plat northwesterly 441.46 feet along the arc of said curve through a central angle of 71°15'02" (chord bears North 43°36'57" West 413.56 feet) to the southerly line of a 50.00 foot wide Denver & Rio Grande Railroad right-of-way as disclosed in that certain Quit Claim Deed recorded as Entry No. 1140871 in Book 467 at Page 382, being on a point on a 7595.00 foot radius non-tangent curve to the right; thence along said southerly line easterly 962.24 feet along the arc of said curve through a central angle of 07°15'32" (chord bears North 86°08'04" East 961.59 feet); thence South 362.34 feet to the POINT OF BEGINNING.

Contains 6.108 acres, more or less.
1 Lot

REVIEWED
By Steven J. Dale, P.L.S. at 2:22 pm, Nov 05, 2024

PROFESSIONAL LAND SURVEYOR
No. 171546
JAMES DALE PITKIN
STATE OF UTAH
10/29/2024

PREPARED BY:

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

# 4700 INDUSTRIAL PARK WEST VALLEY PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2
TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER
RECORDED AS ENTRY No. _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ DEPUTY SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET 2
OF 2 SHEETS

Path: P:\KEN MILNE 4700 S WVC 3742\SURVEY\DRAWINGS\4700 S WVC PLAT Phase 2.dwg | plot date: October 29, 2024 | plotted by: bryan