



The Regular Meeting of the West Valley City Council will be held on Tuesday, February 17, 2015, 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.

Posted 02/12/2015, 10:00 a.m.

AGENDA

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Ron Bigelow
4. Special Recognitions
5. Approval of Minutes:
 - A. February 3, 2015 (Regular Meeting)
6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five 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.)

- A. Public Comments
- B. City Manager Comments

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 Sheri McKendrick.

- C. City Council Comments
7. Resolutions:
 - A. 15-28: Approve an Interlocal Agreement with the Salt Lake County Clerk Elections Division for the Purpose of Assisting the City Recorder's Office in Conducting the City's 2015 Primary and General Municipal Elections
 - B. 15-29: Accept a Public Sidewalk Easement from 3527 Associates, LLC, for Property Located at 2727 West 3500 South
 8. New Business:
 - A. Consider Application No. S-13-2014, filed by Ivory Homes, Requesting Final Plat Approval for Park Vista Subdivision - Phase 1, Located at 3995 South 7050 West
 - B. Consider Application No. S-22-2014, filed by Jeff Scott, Requesting Final Plat Approval for Scott Machinery Subdivision Located at 2245 South Technology Park Way
 9. Motion for Executive Session
 10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 3, 2015

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, FEBRUARY 3, 2015, 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 BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Corey Rushton, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

Paul Isaac, Acting City Manager
Sheri McKendrick, City Recorder

STAFF PRESENT:

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Layne Morris, CPD Director
John Evans, Fire Chief
Lee Russo, Police Chief
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

16890 **OPENING CEREMONY**

The Opening Ceremony was conducted by Corey Rushton who showed clips of a public service announcement regarding stopping pollution from the 1970's; after which he led the Pledge of Allegiance to the Flag.

16891 **SCOUTS**

Mayor Bigelow welcomed and recognized Scout Troop Nos. 96, 815, 672, 913, 863 and 844 in attendance to complete requirements for the Citizenship in the Community merit badge.

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16892

APPROVAL OF MINUTES OF REGULAR MEETING HELD JANUARY 20, 2015

The Council read and considered Minutes of the Regular Meeting held January 20, 2015. There were no changes, corrections or deletions.

After discussion, Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held January 20, 2015, as written. Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16893

COMMENT PERIOD

Upon inquiry by Mayor Bigelow, the following individuals addressed the City Council during the comment period:

A. PUBLIC COMMENTS

JoAnn Jacobs addressed the City Council and gave input regarding 4100 South Street. She advised she had attended the earlier study meeting of the Council and listened to the staff presentation and Council discussion. Ms. Jacobs expressed opposition to reducing lanes on 4100 South. She indicated she had also tried riding her bike in West Valley City, but found it to be very scary and dangerous.

Mike Markham addressed the City Council and discussed an accident on 2700 West and 4100 South caused by a driver who ran a red light and ended up getting killed. He also discussed another intersection with a four-way stop and stated police watched that location more than 2700 West 4100 South, which was one of the top three busiest intersections in the state. He stated police needed to set up and watch for people running red lights to decrease the number of accidents and fatalities at that location. Mr. Markham stated the city should not tolerate running red lights and do something about that problem; and traffic issues should be a

MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 3, 2015

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priority for the Police Department. He further discussed code violations regarding property located at 3340 West 3500 South.

Upon inquiry by Mayor Bigelow there was no one else desiring to address the City Council during the comment period.

16894

RESOLUTION NO. 15-21, APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY AND HOMELAND SECURITY INVESTIGATIONS, IMMIGRATION AND CUSTOMS ENFORCEMENT (HIS) FOR REIMBURSEMENT OF JOINT OPERATION EXPENSES FROM THE TREASURY FORFEITURE FUND

Mayor Bigelow presented proposed Resolution No. 15-21 that would approve a Memorandum of Understanding between West Valley City and Homeland Security Investigations, Immigration and Customs Enforcement (HIS) for reimbursement of joint operation expenses from the Treasury Forfeiture Fund.

The effort would be to coordinate and reimburse local law enforcement resources for costs incurred during joint investigations and task force operations through the provisions of 31 U.S. C. 9703, the Treasury Forfeiture Act of 1992, which provided for the reimbursement of certain expenses incurred by local, county and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

The West Valley City Police Department had been an active partner with the Department of Homeland Security Investigations, Immigration and Customs Enforcement and participated in joint investigations with the organization for the common purpose of thwarting criminal operations and homeland security threats. The subject agreement would allow for the organizations to work cooperatively and conduct investigations relevant to missions of both the Police Department and Department of Homeland Security, and share in forfeited proceeds seized during investigation of major related crimes, including DTO's (Drug Trafficking Organizations), money laundering, and cases that required personnel or financial resources above what a local agency could supply.

After discussion, Councilmember Buhler moved to approve Resolution No. 15-21, a Resolution Approving a Memorandum of Understanding between West Valley City and Homeland Security Investigations, Immigration and Customs Enforcement for Reimbursement of Joint Operation Expenses from the Treasury Forfeiture Fund. Councilmember Rushton seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes

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Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16895

RESOLUTION NO. 15-22, AUTHORIZE THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM HOLT PROPERTIES, LLC, FOR PROPERTY LOCATED AT 5201 WEST 2400 SOUTH

Mayor Bigelow presented proposed Resolution No. 15-22 that would authorize the City to accept a Grant of Temporary Construction Easement from Holt Properties, LLC, for property located at 5201 West 2400 South (Parcel 14-24-401-003).

Holt Properties, LLC had signed the Grant of Temporary Construction Easement for the above-referenced property (Parcel 14-24-401-003).

The subject parcel was one of the properties affected and benefitted by construction of the 2400 South 4800 West Roadway Extension Project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road.

After discussion, Councilmember Huynh moved to approve Resolution No. 15-22, a Resolution Authorizing the City to Accept a Grant of Temporary Construction Easement from Holt Properties, LLC, for Property Located at 5201 West 2400 South. Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

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16896

UNFINISHED BUSINESS:

A. **HEAR AND CONSIDER AN APPEAL OF THE CITY MANAGER'S DENIAL OF A GRAMA REQUEST FROM HOLLY ZIEGENHORN (CONTINUED FROM REGULAR MEETING HELD JANUARY 20, 2015)**

Mayor Bigelow informed time had been scheduled to hear and consider an appeal of the City Manager's denial of a GRAMA request from Holly Ziegenhorn, the matter having been continued from the Council's Regular Meeting held January 10, 2015. He advised Ms. Ziegenhorn had withdrawn the appeal; therefore, a hearing would not be necessary.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE REGULAR MEETING OF TUESDAY, FEBRUARY 3, 2015, WAS ADJOURNED AT 6:50 P.M., BY MAYOR BIGELOW.

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, February 3, 2015.

Sheri McKendrick, MMC
City Recorder

The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five 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.

Item: _____
Fiscal Impact: Not to exceed \$160,573.30
Funding Source: Election Budget
Account #: _____
Budget Opening Required:

ISSUE:

A resolution authorizing the City to enter into an Interlocal Cooperation Agreement with Salt Lake County Clerk’s Office, Elections Division, for the provision of election services for the 2015 primary and general municipal elections.

SYNOPSIS:

This agreement authorizes the Salt Lake County Clerk’s Office, Elections Division, to provide election services to the City Recorder’s Office. These services include ballot layout, design, ordering and printing; voting machine programming and testing; establishing polling places; recruiting, training and assignment of poll workers; provision and delivery of supplies and equipment; in-office absentee and early voting administration; updating State and County websites; tabulating and reporting election results; conducting recounts as needed; all notices and mailing required by law (except those required by Utah Code Ann. § 20A-9-203); direct payment of all costs associated with the election includes poll workers and polling places; and other services as required by the City to conduct the 2015 primary and general municipal elections.

The provision of these services will assist in conducting the elections in an efficient manner. The fee for these services is not to exceed \$160,573.30 and will be based on the City’s pro-rata share of actual costs of the elections which will not exceed the County Clerk’s estimate provided to the City for budgeting purposes.

BACKGROUND:

West Valley City is one of many cities that contract with the Salt Lake County Clerk’s Office, Elections Division, for their municipal elections. This has been a good partnership that has benefited the City, County and the voters by providing consolidated municipal elections, economies of scale and no-worry elections.

RECOMMENDATION:

Approve the Interlocal Cooperation Agreement with Salt Lake County Clerk’s Office, Elections Division, for the provision of election services for the 2015 primary and general municipal elections.

SUBMITTED BY:

Sheri McKendrick, MMC
City Recorder

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND THE SALT LAKE COUNTY CLERK ELECTION'S DIVISION FOR THE PURPOSE OF ASSISTING THE CITY RECORDER'S OFFICE IN CONDUCTING THE CITY'S 2015 PRIMARY AND GENERAL MUNICIPAL ELECTIONS.

WHEREAS, West Valley City desires to use the services of the Salt Lake County Clerk Election's Division ("the County") for the purpose of assisting the City in conducting the City's 2015 primary and general municipal elections; and

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

WHEREAS, an Agreement entitled "Salt Lake County Clerk Elections Division Interlocal Cooperation Agreement and Salt Lake County on behalf of the County Clerk Election's Division for Municipal Election" has been prepared for execution by and between West Valley City and the County. That Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Interlocal Agreement regarding the City's 2015 primary and general municipal elections is hereby approved, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**SALT LAKE COUNTY CLERK ELECTIONS DIVISION
INTERLOCAL COOPERATION AGREEMENT**

-AND-

**SALT LAKE COUNTY on behalf of the
COUNTY CLERK ELECTION'S DIVISION**

FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the _____ day of _____, 2015, by and between the _____ (“City”), and SALT LAKE COUNTY, a political subdivision of the State of Utah (“County”), on behalf of the Salt Lake County Clerk’s Office, Elections Division.

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2015 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the governing bodies of the Parties are public agencies and are, therefore, authorized by the Utah Interlocal Cooperation Act, §11-13-101, et seq., Utah Code Ann., 1953 as amended, to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers; and

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. **Term.** County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2015. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Salt Lake County Clerk’s Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County Clerk shall perform the listed election functions as set

forth in Exhibit “A” and as needed to ensure implementation of the City’s 2015 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2015 City primary and general municipal election is the City’s election. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit A. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City’s statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached as Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City’s election, the City shall pay the County’s cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, *et seq.*, 1953, as amended (“Act”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents and contractors. It is not the intent of the Parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901, 1953, as amended, and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of City or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been

received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor
2001 South State Street, N-2100
Salt Lake City, Utah 84190

and

Ms. Dahnelle Burton-Lee
Chief Deputy
Salt Lake County Clerk's Office
2001 South State, Suite S-2200
Salt Lake City, Utah 84190-1050
email: dburton-lee@slco.org

City

Mr/s. _____
Title: _____
_____ [City Name]
_____ [address]
_____ [address]
Fax:
Email:

14. **Required Insurance Policies.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on November 3, 2015, certain decisions by the County referenced in Exhibit A may not be subject to review by the City. It is therefore understood by the Parties that the County acts as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set out in Exhibit A.

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payments to City.

17. **Ethical Standards.** City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b)

retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each is a “party” and collectively the “parties”) agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
- (f) County and City Representatives
 - (1) County designates the County Clerk as the County’s representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.
 - (2) City designates the City’s _____ [title] as the City’s representative in its performance of this Agreement. The City’s Representative shall have

the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

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

CITY:

By: _____
Name: _____
Title: _____

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Agreed to:

By _____
Sherrie Swensen, County Clerk

Approved as to form:

Paula Smith
Deputy District Attorney

Exhibit "A"
2015 Municipal Elections
Scope of Work

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, U.C.A. (as amended). The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal elections and the County agrees to conduct a vote by mail/consolidated polls election for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election Vote Center/Early Vote Locations
- Absentee Ballot administration
- Updating state and county websites
- Tabulating, reporting, auditing and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include poll workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of primaries, the number of jurisdiction participating as well as any direct costs incurred. The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit “B”
2015 Election Estimate
West Valley City

Below is the good faith estimate for the upcoming **2015 Municipal Election** for the city of West Valley. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 12/5/2014): 38,806
- B. Permanent Vote by Mail voters (as of 12/5/2014): 13,809
- C. Worst case primary election.
- D. General election for the 2015 offices below.

2015 Offices	Estimate
Council At-Large (1 Seat)	
Council #1	
Council #3	
Vote By Mail Election	\$152,119.52
Consolidated Polls Election	\$160,573.30

Your estimate for traditional polls would have been \$170,746.40. However, we are not offering that option this year.

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account No: _____ N/A

Budget Opening Required:

Issue:

Public Sidewalk Easement.

Synopsis:

Acceptance of a Public Sidewalk Easement from 3527Associates, LLC, a Utah limited liability company at 2727 West 3500 South. This easement is to accommodate portions of wider sidewalks on 3500 South and 2700 West which will be located outside of the public right-of-way.

Background:

The 27th 35th Retail Center (Starbucks) was constructed in 2007. As a condition of approval, the City required wider sidewalks along the corner of 3500 South and 2700 West. As UDOT was in the process of widening 3500 South, 3527Associates, LLC was allowed to enter into a Delay Agreement with the City. The City has called the Delay Agreement due which now requires the sidewalk and other improvements to be completed. As portions of the required sidewalk will fall outside of the public right-of-way, a Public Sidewalk Easement was required as a condition of approval for this project.

Recommendation:

Accept and record Public Sidewalk Easement.

Submitted By:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A PUBLIC SIDEWALK EASEMENT FROM 3527 ASSOCIATES, LLC, FOR PROPERTY LOCATED AT 2727 WEST 3500 SOUTH (PARCEL 15-33-129-048).

WHEREAS, 3527 Associates, LLC, (herein “3527”) owns property located at 2727 West 3500 South (herein “the Property”); and

WHEREAS, 3527 has agreed to convey a Public Sidewalk Easement on the Property in order to accommodate portions of wider sidewalks on 3500 South and 2700 West; and

WHEREAS, a document entitled “Public Sidewalk Easement” has been prepared for execution by and between West Valley City and 3527; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Public Sidewalk Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Public Sidewalk Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use
PARCEL I.D. #15-33-129-048

PUBLIC SIDEWALK EASEMENT

3527 Associates, LLC, a Utah limited liability company, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk, on, over, and across real property located in Salt Lake County, State of Utah, described as follows:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF CONSTITUTION BOULEVARD (ALSO KNOWN AS 2700 WEST STREET), SAID POINT ALSO BEING SOUTH 00°15'25" WEST ALONG THE SECTION LINE A DISTANCE OF 93.11 FEET AND NORTH 89°44'35" WEST 65.69 FEET FROM THE NORTH QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°13'37" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 106.01 FEET; THENCE NORTH 89°32'50" WEST 2.95 FEET; THENCE NORTH 00°20'40" WEST 57.80 FEET; THENCE NORTH 01°50'59" EAST 16.15 FEET; THENCE NORTH 00°27'17" EAST 32.06 FEET; THENCE SOUTH 89°44'35" EAST 2.95 FEET TO THE POINT OF BEGINNING. CONTAINING 337 SQUARE FEET.

ALSO

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET, SAID POINT ALSO BEING SOUTH 00°15'25" WEST ALONG THE SECTION LINE A DISTANCE OF 67.65 FEET AND NORTH 89°44'35" WEST 91.19 FEET FROM THE NORTH QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°36'29" WEST 126.81 FEET TO THE WEST LINE OF GRANTOR'S PROPERTY; THENCE NORTH 00°15'25" ALONG SAID WEST LINE A DISTANCE OF 3.96 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH 75°04'16" EAST 1.83 FEET; 2) SOUTH 89°51'53" EAST 120.98 FEET, 3) SOUTH 44°50'14" EAST 5.74 FEET TO THE POINT OF BEGINNING. CONTAINING 471 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.

WITNESSED the hand of said GRANTOR this _ day of _____, 20__.

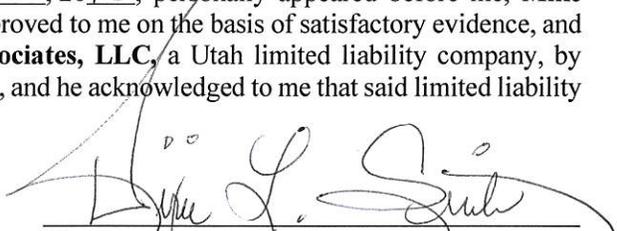
GRANTOR
3527 Associates, LLC, a Utah limited liability company



Mike Stangl, Manager

State of Utah)
County of Salt Lake) :SS

On this _ day of January 28, 2015, personally appeared before me, **Mike Stangl** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Manager** of **3527 Associates, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Notary



ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-13-2014 – Park Vista Subdivision – Phase 1

SYNOPSIS:

Applicant: Ivory Homes
Proposal: Final Plat Approval
Location: 3995 South 7050 West
Lots: 42
Acres: 16
Zoning: R-1-10

BACKGROUND:

Mr. Nick Mingo, representing Ivory Homes, is requesting final plat approval for the first phase of the Park Vista Subdivision. This phase of the subdivision will be located at approximately 3995 South 7050 West. It is bordered on the north, east and west by existing residential development. Property to the south will be developed as a future phase.

The first phase of the subdivision consists of 42 lots on 16 acres. This equates to an overall density of 2.6 units per acre. Lot sizes range from 10,000 square feet to 17,987 square feet. The average lot size has been calculated at 11,275 square feet.

The subdivision is being developed within the north half of the overall property due to connection options for storm water and access with existing street systems. The lot layout and street designs are planned to take advantage of existing stub streets from the north, south, east, and west.

Access to the subdivision will be gained from existing stub streets in the Chaparral Estates Subdivision to the north and east. Access will also be gained from the Falconcrest subdivision to the south and from the Brandon Place Subdivision to the west. As these streets were not constructed to the standards that are used today, there will be slight transitions to connect with the existing rights-of-way. These will be coordinated with the City's Engineering Division.

All new streets will be dedicated and improved to the City's standard 54-foot right-of-way. This cross section includes a 5-foot sidewalk and 5-foot parkstrip. Staff is concerned with construction access. The developer is proposing that this access be located at the northwest corner of the subdivision. Given the relatively short distance from 7200 West, this is the best location. The developer will coordinate best management practices for vehicles coming and going from the construction site.

The proposed subdivision slopes downward from the south to the north. It drops approximately 50 feet from 4100 South to the residential housing to the north. However, the drop is over a distance of approximately 1000 feet. Individual lot grading plans will be required at the time a building permit is submitted. While the slope is not severe, staff believes that this will help lessen the potential for grading problems between lots and to help mitigate surface water problems for new home owners.

The developer has submitted a soils report. This report was dated February 2014. The report indicated that ground water was not encountered to a depth of 11 feet.

Falcon Crest Park is located in the center of this subdivision. Lots within this phase of the subdivision wrap around the park with the west end being open to the street. Since there is limited access to the park from the east, an access has been provided by the developer. Ivory Homes agreed to provide a 15-foot space between lots 117 and 118. The access will be dedicated to the City and the City will install improvements that are deemed appropriate.

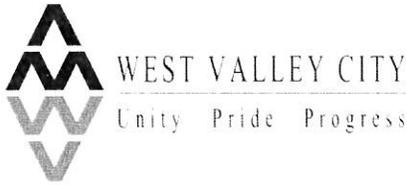
When the park was constructed, an area along the west side of the park was improved with asphalt. This area was paved to allow vehicular access to the park for maintenance and a turnaround. When Ivory Homes constructs Young Drive, this area will not be needed, nor will it be able to function as a parking lot. Resident parking will take place along the dedicated street. Ivory Homes has agreed to remove the existing improvements and will tie-in new improvements to the park including sidewalk connections and the installation of additional landscaping along the frontage of the park.

RECOMMENDATION:

The Planning Commission approved this application

SUBMITTED BY:

Steve Lehman
Current Planning Manager



COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

October 23, 2014

Ivory Development
Attn: Nick Mingo
978 E Woodoak Lane
Salt Lake City, UT 84117

Dear Mr. Mingo:

The West Valley City Planning Commission voted on October 22, 2014 to recommend to the City Council final plat approval for the first phase of the Park Vista Subdivision on application #S-13-2014. The property is located at 3995 S 7050 W.

The motion for approval is subject to the following conditions:

1. That the subdivision follow all provisions of the development agreement.
2. That the developer contact the Salt Lake County Auditor's Office regarding the subdivision name and all street names associated with the development.
3. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.
4. That the developer coordinate all matters associated with irrigation or open ditch systems with the City Engineering Division.
5. That all streets be dedicated and improved to a 54-foot half width and constructed in accordance with plans and profiles approved by the City Engineering Division. Where new streets connect with existing streets not built to current standards, the appropriate transition shall occur.
6. That the developer follow all recommendations outlined in the soils report.
7. That a note be placed on the final plat indicating that this subdivision is located near the Union Pacific Railroad and that noise, vibration and hours of operation will be potential impact to residents.
8. That the developer continue to coordinate grading and drainage for this project with the City Engineering Division. Said grading plan shall identify areas of concern with regards to existing slopes. The grading plan will need to illustrate how the site will be contoured and what retaining methods if any, will be used to ensure slope stability. Measures shall be taken early on to eliminate potential grading problems between lots. Recommendations noted by the City Engineering Division will be made part of the final plat.



WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,



Steve Lehman, AICP
Current Planning Manager

SL/nc

S-13-2014
Park Vista Subdivision – Phase 1
3995 South 7050 West
R-1-10 Zone
42 Lots
16 Acres
U/A 2.6

BACKGROUND:

Mr. Nick Mingo, representing Ivory Homes, is requesting final plat approval for the first phase of the Park Vista Subdivision. This phase of the subdivision will be located at approximately 3995 South 7050 West. It is bordered on the north, east and west by existing residential development. Property to the south will be developed as a future phase.

STAFF/AGENCY COMMENTS:

Public Works:

Authorization required of ditch/water users for any abandonment, relocation, piping or any other modification to existing ditches or irrigation systems.

Follow recommendations outlined in the soils report.

Evaluate concerns related to grading and drainage. Individual lot grading plans and retaining wall locations may be required prior to issuance of a building permit. Individual lot retention will be required along the northern boundary of the subdivision.

Contact Salt Lake County for approval regarding street names and subdivision name.

All streets shall meet City standards related to curb, gutter, sidewalk and asphalt. Connections to existing streets not meeting the City's current right-of-way width shall be modified to meet the 54-foot right-of-way.

Building Division:

Follow recommendations outlined in the soils report.

Utility Companies:

Standard Utility Easements required.

Granger Hunter Improvement District:

Developer will need to coordinate all matters regarding water and sewer services.

Fire Department:

Project to meet all fire codes relating to this type of development.
Hydrants to be shown on plat.

ISSUES:

The Planning Commission granted preliminary plat approval in June 2014. As noted during that meeting, there are a number of issues related to the development of this property. Staff would like to address those areas more specifically below:

Phase 1 design:

The first phase of the subdivision consists of 42 lots on 16 acres. This equates to an overall density of 2.6 units per acre. Lot sizes range from 10,000 square feet to 17,987 square feet. The average lot size has been calculated at 11,275 square feet.

The subdivision is being developed within the north half of the overall property due to storm water drainage and access with existing street systems. The lot layout and street designs are planned to take advantage of existing stub streets from the north, south, east and west. Due to the locations of these streets and the corresponding lot patterns, lot depths in some locations are rather shallow.

Development Agreement:

Due to the challenges of the existing street locations, there are a number of lots that will be challenging to meet area and setback requirements. During the preliminary approval process, Ivory Homes proposed a development agreement that would address these lots. Lot 101 would have a reduced area requirement and the front setbacks for lots 101-112 and lots 119-122 would be reduced by 5 feet. In consideration of this relief, Ivory Homes proposed an agreement that off-sets the City's consideration of those reductions. Some of these considerations include the following:

- * All homes to be built from the current Ivory Catalog
- * Elevations and building materials to comply with current ordinances
- * 15-foot dedicated access to City Park
- * Entry monument on 4100 South

Access:

Access to the subdivision will be gained from existing stub streets in the Chapparral Estates Subdivision to the north, east. Access will also be gained from the Falconcrest subdivision to the south and from the Brandon Place Subdivision to the west. As these streets were not constructed to the standards that are used today, there will be slight transitions to connect with the existing rights-of-way. These will be coordinated with the City's Engineering Division.

All new streets will be dedicated and improved to the City's standard 54-foot right-of-way. This cross section includes a 5-foot sidewalk and 5-foot parkstrip. Staff is concerned with construction access. The developer is proposing that this access be located at the northwest corner of the subdivision. Given the relatively short distance from 7200 West, this is the best location. The developer will coordinate best management practices for vehicles coming and going from the construction site.

Grading/Drainage:

The proposed subdivision slopes downward from the south to the north. It drops approximately 50 feet from 4100 South to the residential housing to the north. However, the drop is over a distance of approximately 1000 feet. Individual lot grading plans will be required at the time a building permit is submitted. While the slope is not severe, staff believes that this will help lessen the potential for grading problems between lots and to help mitigate surface water problems for new home owners.

There may also be locations within this phase that require retaining walls. These will be identified as the plat and plans are reviewed by the City Engineering Division. Individual lot retention will be required for all lots along the northern boundary of the subdivision.

Groundwater:

The developer has submitted a soils report. This report was dated February 2014. The report indicated that ground water was not encountered to a depth of 11 feet.

Railroad:

The Union Pacific Railroad is located at the southwest corner of the subdivision. While there no lots adjacent to the Railroad within this phase of the subdivision, the developer has coordinated the subdivision development with UDOT who oversees the rail crossing at 4100 South. There were no safety issues and the subdivision was approved by UDOT.

During the preliminary review process, staff noted that a letter was submitted to the City when this property was proposed for rezoning by another development group. This letter expresses concerns by Union Pacific related to new residential development. Primarily, the concerns are noise, vibration, trespassing along the railroad etc. Staff has conveyed this information to the developer.

Although Union Pacific's concerns are valid, there is nothing that would prohibit residential development from locating here. Staff will recommend that a note be placed on the plat similar to what the City requires for agricultural properties. This note will simply identify this area as being next to the Union Pacific Railroad and that there may be noises, vibrations etc., that may impact the subdivision.

City Park:

Falcon Crest Park is located in the center of this subdivision. Lots within this phase of the subdivision and in future phases, wrap around the park with the west end being open to the street. Since there is limited access to the park from the east, the Parks Department suggested that an access would be beneficial. Ivory Homes agreed to provide a 15-foot space between lots 117 and 118. The access will be dedicated to the City and the City will install improvements that are deemed appropriate.

When the park was constructed, an area along the west side of the park was improved with asphalt. This area was paved to allow vehicular access to the park. It also provided a turnaround area. When Ivory Homes constructs Young Drive, this area will not be needed, nor will it be able to function as a parking lot. Resident parking will take place along the dedicated street. We have recommended that Ivory Homes coordinate the improvements along the west boundary of the park with the Parks Department. These discussions should focus on the removal of the pavement, and the tie-in from the new sidewalk to the existing park sidewalks.

STAFF ALTERNATIVES:

- A. Grant final plat approval for the 1st phase of the Park Vista Subdivision subject to the following conditions:
1. That the subdivision follow all provisions of the development agreement.
 2. That the developer contact the Salt Lake County Auditor's Office regarding the subdivision name and all street names associated with the development.
 3. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.
 4. That the developer coordinate all matters associated with irrigation or open ditch systems with the City Engineering Division.
 5. That all streets be dedicated and improved to a 54-foot half width and constructed in accordance with plans and profiles approved by the City Engineering Division. Where new streets connect with existing streets not built to current standards, the appropriate transition shall occur.

6. That the developer follow all recommendations outlined in the soils report.
 7. That a note be placed on the final plat indicating that this subdivision is located near the Union Pacific Railroad and that noise, vibration and hours of operation will be potential impact to residents.
 8. That the developer continue to coordinate grading and drainage for this project with the City Engineering Division. Said grading plan shall identify areas of concern with regards to existing slopes. The grading plan will need to illustrate how the site will be contoured and what retaining methods if any, will be used to ensure slope stability. Measures shall be taken early on to eliminate potential grading problems between lots. Recommendations noted by the City Engineering Division will be made part of the final plat.
- B. Continue the application to address issues raised by the Planning Commission.

Applicant:

Nick Mingo
978 E Woodoak Lane

Discussion: Steve Lehman presented the application. Barbara Thomas asked if there will be parking on the west side of the street for the park. Steve replied yes. Terri Mills asked if it will be marked. Steve replied no. Commissioner Mills asked if maintenance trucks will park on the street as well. Steve replied yes. Barbara Thomas asked if someone could build their own home design on the lot. Nick Mingo, the applicant, replied yes but added that Ivory doesn't typically allow this since they are homebuilders and not just developers. Jack Matheson stated that he feels this will be a great subdivision with the lot sizes and homes meeting new City standards. Commissioner Thomas agreed and added that the walkway into the park is an added amenity.

Motion: Commissioner Matheson moved for approval subject to the 8 staff conditions.

Commissioner Tupou seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Mills	Yes
Commissioner Thomas	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Chairman Conder	Yes

Unanimous S-13-2014 Approved

S-13-2014 Petition by **IVORY HOMES** requesting **final plat approval** for the first phase of the Park Vista Subdivision. The subdivision consists of 42 lots on 16 acres, is zoned 'R-1-10' (single family residential, minimum lot size 10,000 square feet), and is located at 3995 S 7050 W. (Staff- **Steve Lehman** at 801-963-3311)

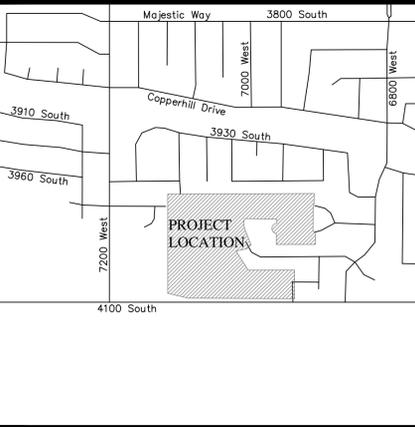
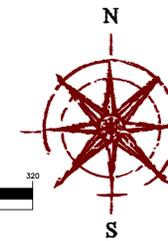


S-13-2014 Petition by **IVORY HOMES** requesting **final plat approval** for the first phase of the Park Vista Subdivision. The subdivision consists of 42 lots on 16 acres, is zoned 'R-1-10' (single family residential, minimum lot size 10,000 square feet), and is located at 3995 S 7050 W. (Staff- **Steve Lehman** at 801-963-3311)



PARK VISTA SUBDIVISION PHASE 1

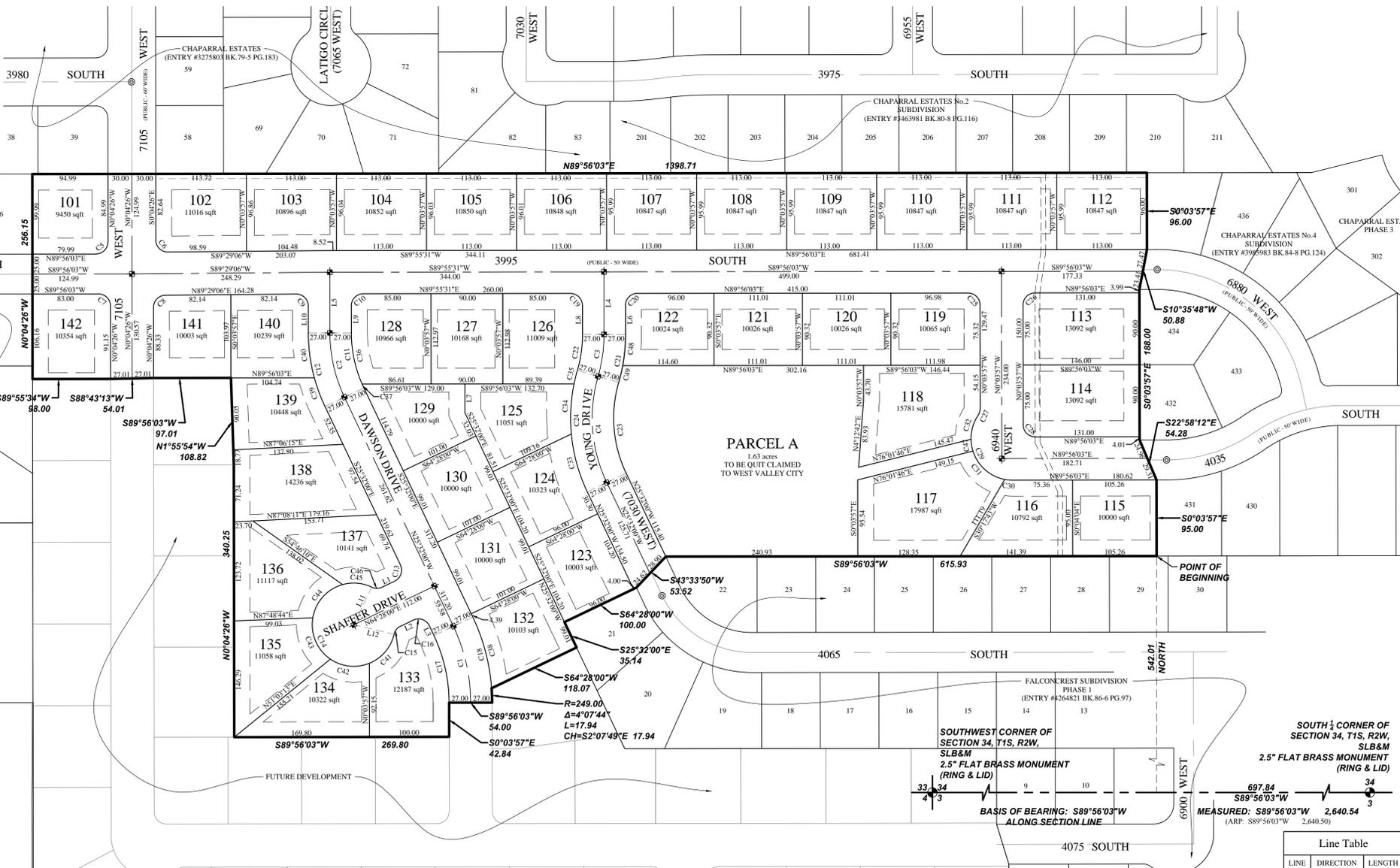
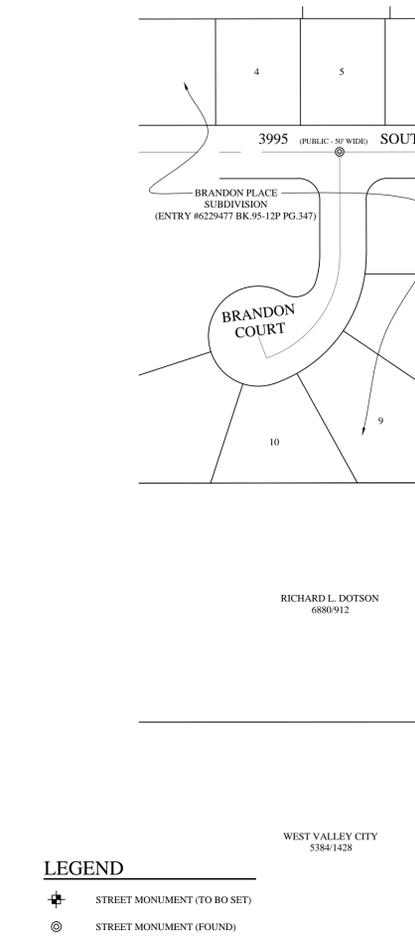
(INCLUDES THE AMENDMENT OF A PORTION OF FALCON CREST SUBDIVISION, PHASE 1)
LOCATED IN THE SW¹/₄ OF SECTION 34, T1S, R2W, SLB&M
WEST VALLEY CITY, UTAH



NOTES

- #5 rebar & cap (FOCUS ENG) to be set at all lot corners.
- Nailplug to be set in top back of curb at extension of side lot lines.

VICINITY MAP
N.T.S.



SURVEYOR'S CERTIFICATE
I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, hereafter to be known as:

**PARK VISTA SUBDIVISION
PHASE 1**

and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Dennis P. Carlisle
Professional Land Surveyor

Date _____

BOUNDARY DESCRIPTION

A portion of the SW¹/₄ of Section 34, Township 1 South, Range 2 West, Salt Lake Base & Meridian, located in West Valley City, Utah, more particularly described as follows:

Beginning at the southwest corner of Lot 431, CHAPARRAL ESTATES No. 4 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said corner being located S89°56'03"W along the Section line 697.84 feet and North 542.01 feet from the South 1/4 Corner of Section 34, T1S, R2W, S.L.B. & M.; thence S89°56'03"W 615.93 feet along the northerly line of Lots 22-29 of FALCONCREST Subdivision, Phase 1, to the northwest corner of Lot 22 of said Plat; thence S43°33'50"W along said Plat 53.52 feet to the northeast corner of Lot 21; thence S64°28'00"W along said Plat 100.00 feet to the northwest corner of said Lot 21; thence S25°32'00"E along said Plat 35.14 feet; thence S64°28'00"W 118.07 feet; thence Southeastly along the arc of a 249.00 foot radius non-tangent curve (radius bears: S85°48'19"W) 17.94 feet through a central angle of 4°07'44" (chord: S2°07'49"E 17.94 feet); thence S89°56'03"W 54.00 feet; thence S0°03'57"E 42.84 feet; thence S89°56'03"W 269.80 feet; thence N0°04'26"W 340.25 feet; thence N1°55'54"W 108.82 feet; thence S89°56'03"W 97.01 feet; thence S88°43'13"W 54.01 feet; thence S89°55'34"W 98.00 feet to the easterly line of BRANDON PLACE Subdivision, according to the Official Plat thereof; thence N0°04'26"W along said Plat 256.15 feet to the south line of CHAPARRAL ESTATES Subdivision, according to the Official Plat thereof; thence N89°56'03"E 1,398.71 feet along said Plat and along CHAPARRAL ESTATES No. 2 to the northwest corner of CHAPARRAL ESTATES Subdivision No. 4, according to the Official Plat thereof; thence along said Plat the following 5 (five) courses and distances: S0°03'57"E 96.00 feet; thence S10°35'48"W 50.88 feet; thence S0°03'57"E 188.00 feet; thence S22°58'12"E 54.28 feet; thence S0°03'57"E 95.00 feet to the point of beginning.

Contains: 16.13 +/- acres and 42 lots

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TO BE HEREAFTER KNOWN AS

**PARK VISTA SUBDIVISION
PHASE 1**

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET
HAND THIS _____ DAY OF _____ A.D. 2014

BY: _____ BY: _____

BY: _____ BY: _____

LIMITED LIABILITY ACKNOWLEDGMENT

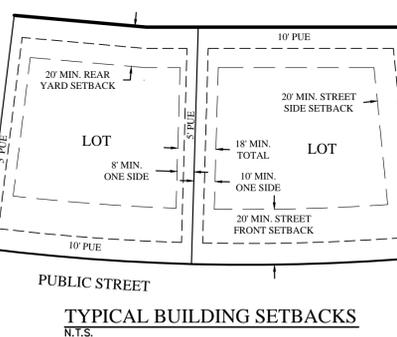
ON THE _____ DAY OF _____ A.D. 2014 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

LEGEND

⊕ STREET MONUMENT (TO BE SET)

⊙ STREET MONUMENT (FOUND)



Curve Table					Curve Table					Curve Table					Curve Table															
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH							
C1	222.00	25°28'03"	98.68	N12°47'59"W	97.87	C17	195.00	25°28'03"	86.68	N12°47'59"W	85.96	C33	214.00	20°12'11"	75.46	N15°25'54"W	75.07	C48	214.00	10°31'22"	39.30	S05°11'44"W	39.25							
C3	187.00	16°16'13"	53.10	N08°04'09"E	52.92	C18	249.00	25°28'03"	110.68	N12°47'59"W	109.77	C34	214.00	11°35'46"	43.31	N05°43'56"E	43.24	C49	214.00	5°44'51"	21.47	N13°19'51"E	21.46							
C4	187.00	41°54'16"	136.22	S04°39'52"E	133.23	C19	150.00	90°00'00"	23.56	N45°04'13"W	21.21	C35	214.00	4°40'27"	17.46	N13°52'02"E	17.45													
C5	15.00	90°00'29"	23.56	N44°55'48"E	21.21	C20	15.00	90°00'00"	23.56	S44°56'03"W	21.21	C36	160.00	23°36'38"	65.93	S11°52'16"E	65.47													
C6	15.00	90°26'28"	23.68	S45°17'40"E	21.29	C21	214.00	16°16'13"	60.77	N08°04'09"E	60.57	C37	160.00	1°51'25"	5.19	S24°36'18"E	5.19													
C7	15.00	89°59'31"	23.56	N45°04'11"W	21.29	C22	160.00	16°16'13"	45.44	N08°04'09"E	45.28	C38	249.00	21°20'19"	92.73	S14°51'51"E	92.20													
C8	15.00	89°33'32"	23.45	S44°42'20"W	21.13	C23	160.00	41°44'16"	116.55	N04°39'52"W	113.99	C39	214.00	10°16'28"	38.38	N20°23'46"W	38.32													
C9	15.00	90°26'57"	23.68	N45°17'26"W	21.30	C24	214.00	41°44'16"	155.89	S04°39'52"E	152.47	C40	214.00	15°11'35"	56.75	N07°39'44"W	56.58													
C10	15.00	89°48'44"	23.51	S45°01'10"W	21.18	C25	15.00	90°00'00"	23.56	N45°03'57"W	21.21	C41	52.00	54°31'18"	49.48	S40°32'48"W	47.64													
C11	160.00	25°28'03"	71.12	S12°47'59"E	70.53	C26	15.00	90°00'00"	23.56	S44°56'03"W	21.21	C42	52.00	56°32'58"	51.32	N83°55'04"W	49.26													
C12	214.00	25°28'03"	95.12	S12°47'59"E	94.34	C27	15.00	34°04'10"	8.92	S16°58'08"W	8.79	C43	52.00	65°08'31"	59.12	N23°04'20"W	55.99													
C13	15.00	90°00'00"	23.56	N19°28'00"E	21.21	C28	15.00	90°00'00"	23.56	S45°03'57"E	21.21	C44	52.00	64°53'15"	58.89	N41°56'33"E	55.79													
C14	52.00	282°21'41"	256.26	S25°32'00"E	65.19	C29	52.00	124°04'10"	112.60	S28°01'52"E	91.86	C45	52.00	41°15'40"	37.45	S84°58'59"E	36.64													
C15	15.00	51°10'51"	13.40	S38°52'35"W	12.96	C30	52.00	61°37'49"	55.93	N48°21'30"W	53.28	C46	15.00	51°10'51"	13.40	S89°56'03"E	12.96													
C16	15.00	90°00'00"	23.56	N70°32'00"W	21.21	C32	52.00	34°54'14"	31.68	S46°33'06"W	31.19	C47	52.00	16°38'35"	15.10	S09°13'18"E	15.05													

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

PREPARED FOR
IVORY DEVELOPMENT L.L.C.
978 WOODOAK LANE
MURRAY, UTAH

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE WEST VALLEY CITY PLANNING COMMISSION

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20__

DIRECTOR, S. L. VALLEY HEALTH DEPT.

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20__

MANAGER

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

DATE _____ WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__

WEST VALLEY CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D. 20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: WEST VALLEY CITY RECORDER CITY MANAGER, WEST VALLEY CITY

RECORDED #

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

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ SALT LAKE COUNTY RECORDER

ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

S-22-2014 – Scott Machinery Subdivision

SYNOPSIS:

Applicant: Jeff Scott
Proposal: Final Plat
Location: 2245 South Technology Park Way
Lots: 2
Acres: 4.1
Zoning: M

BACKGROUND:

Jeff Scott, representing Scott Machinery, is requesting final plat approval for the Scott Machinery Subdivision. The subject property is presently vacant and is located in the manufacturing zone.

The proposed subdivision is being requested in order to divide the existing parcel into 2 lots. It is anticipated that future uses here will be light manufacturing, office and storage uses. Access will be gained from Technology Park Way.

Lot 1 will consist of 3 acres, while lot 2 will consist of 1.1 acres. Sufficient frontage will exist for each of the newly created lots along Technology Park Way. Both lots will contain public utility easements along the front, sides and back of each lot for utility needs.

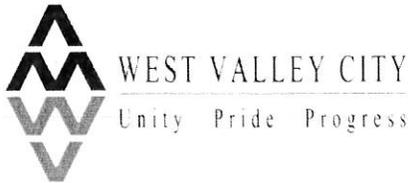
At the present time, sidewalk does not exist along Technology Park Way. While sidewalk will be required on the east side of this street, it will most likely be a requirement of the future development and not the subdivision.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager



COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

January 15, 2015

Scott Machinery Venture
3455 W 2100 S
West Valley City, UT 84119

Dear Mr. Scott,

The West Valley City Planning Commission voted on January 14, 2015 to recommend to the City Council minor subdivision approval for the Scott Machinery Subdivision on application #S-22-2014. The property is located at 2245 S Technology Parkway.

The motion for approval is subject to the resolution of staff and agency concerns.

Any conditions attached to this approval will need to be satisfied one week prior to the date set for hearing before the City Council. You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3311.

Sincerely,



Steve Lehman, AICP
Current Planning Manager

SL/nc

S-22-2014
Scott Machinery Subdivision
2245 South Technology Park Way
M Zone
2 Lots
4.1 Acres

BACKGROUND:

Jeff Scott, representing Scott Machinery, is requesting preliminary and final plat approval for the Scott Machinery Subdivision. The subject property is presently vacant and is located in the manufacturing zone.

ISSUES:

The proposed subdivision is being requested in order to divide the existing parcel into 2 lots. It is anticipated that future uses here will be light manufacturing, office and storage uses. Access will be gained from Technology Park Way.

Lot 1 will consist of 3 acres, while lot 2 will consist of 1.1 acres. Sufficient frontage will exist for each of the newly created lots along Technology Park Way. Both lots will contain public utility easements along the front, sides and back of each lot for utility needs.

At the present time, sidewalk does not exist along Technology Park Way. While sidewalk will be required on the east side of this street, it will most likely be a requirement of the development and not the subdivision.

At a future date, staff will review either conditional use and/or permitted use applications. At that time, staff and agency comments will be more thoroughly addressed as part of the site plan review process. The subdivision plat will contain easements and other information applicable to the division of property.

STAFF ALTERNATIVES:

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

Applicant:

Garhett Colton
900 N Redwood Road

Discussion: Steve Lehman presented the application. Barbara Thomas asked if the sidewalk will only be constructed on one portion of the property if that is all that is developed at this time. Steve replied yes. Garhett Colten, representing the applicant, stated that a building permit has been submitted on the north site for lot 2.

Motion: Commissioner Tupou moved for approval.

Commissioner Woodruff seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Vice- Chairman Thomas	Yes

S-22-2014 Petition by **JEFF SCOTT**, representing **SCOTT MACHINERY**, requesting **minor subdivision approval** for the Scott Machinery Subdivision. The property is located at approximately 2245 S Technology Parkway. The subdivision will consist of 2 lots on 4.1 acres and is zoned 'M' (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)



S-22-2014 Petition by **JEFF SCOTT**, representing **SCOTT MACHINERY**, requesting **minor subdivision approval** for the Scott Machinery Subdivision. The property is located at approximately 2245 S Technology Parkway. The subdivision will consist of 2 lots on 4.1 acres and is zoned 'M' (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)



SCOTT MACHINERY SUBDIVISION

LOCATED IN
NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

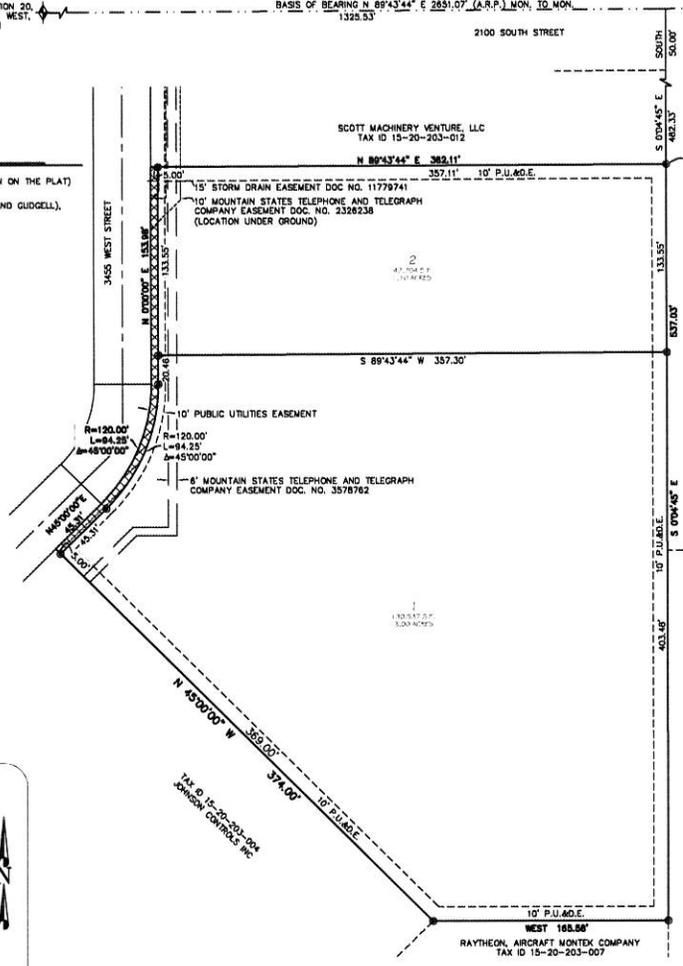
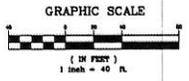
NORTH 1/4 CORNER OF SECTION 20,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
FND 2.5" BRASS CAP (R/L)
S.L.C. MON# 151W1702

BASS OF BEARING N 89°43'44" E 2651.07' (A.R.P.) MON. ID. MON.
1325.60

NORTHEAST CORNER OF SECTION 20,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
FND 2.5" BRASS CAP (R/L)
S.L.C. MON# 151W1701

LEGEND

- SECTIONAL MONUMENT (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- SET 5/8" REBAR AND PLASTIC CAP (STAMPED BUSH AND GUDGELL), UNLESS OTHERWISE NOTED ON THE PLAT.
- LESS AND EXCEPTING PARCEL.



SURVEYOR'S CERTIFICATE

I, ROBERT R. HERMANSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6362432 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE

SCOTT MACHINERY SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY IN SALT LAKE COUNTY, UTAH;

BEGINNING AT A POINT NORTH 89°43'44" EAST 1325.60 FEET ALONG THE SECTION LINE, SOUTH 50.00 FEET AND SOUTH 0°04'45" EAST 482.33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°04'45" EAST 537.03 FEET; THENCE WEST 165.58 FEET; THENCE NORTH 45°00'00" WEST 374.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TECHNOLOGY PARK WAY (3445 WEST STREET), THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE NORTH 45°00'00" EAST 45.31 FEET TO A POINT OF A 120.00 FOOT RADIUS CURVE TO THE LEFT; I THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 84.25 FEET THROUGH A CENTRAL ANGLE OF 45°00'00" TO A POINT OF TANGENCY; THENCE NORTH 153.88 FEET; THENCE NORTH 89°43'44" EAST 362.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO WEST VALLEY CITY, AS DISCLOSED BY WARRANTY DEED RECORDED FEBRUARY 28, 2012 AS ENTRY NO. 11341456 IN BOOK 9995 AT PAGE 3789 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY;

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF TECHNOLOGY PARK WAY (3455 WEST), ACCORDING TO THE OFFICIAL PLAT ENTITLED, "DEDICATION PLAT OF TECHNOLOGY DRIVE, 2400 SOUTH STREET & TECHNOLOGY PARK WAY" RECORDED IN BOOK 88-4 AT PAGE 45 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING 984.18 FEET NORTH 89°43'44" EAST ALONG THE SECTION LINE AND 80.34 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 20; AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A 30.48 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.71 FEET (CENTRAL ANGLE EQUALS 331°03'10") AND LONG CHORD BEARS NORTH 16°38'32" EAST 17.48 FEET) ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 16°22'21" FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 86.17 FEET (CENTRAL ANGLE EQUALS 45°00'00") AND LONG CHORD BEARS SOUTH 22°30'00" WEST 95.67 FEET; THENCE SOUTH 45°00'00" WEST 43.31 FEET TO THE SOUTHWESTERLY BOUNDARY OF ORANTOR'S PROPERTY; THENCE NORTH 45°00'00" WEST 5.00 FEET ALONG SAID SOUTHWESTERLY BOUNDARY TO THE EASTERLY RIGHT-OF-WAY OF TECHNOLOGY PARK WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 45°00'00" EAST 43.31 FEET TO A POINT OF CURVATURE, (2) NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 84.25 FEET (CENTRAL ANGLE EQUALS 45°00'00") AND LONG CHORD BEARS NORTH 22°30'00" EAST 91.84 FEET, AND NORTH 805.98 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 15-20-203-013
CONTAINS 179,916 SQ. FT. OR 4.12 ACRES



DATE: _____
BUSH AND GUDGELL, INC.

ROBERT R. HERMANSON
REGISTERED LAND SURVEYOR
UTAH LICENSE NUMBER 6362432

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREOF DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, AND A PORTION OF A PUBLIC STREETS TO HEREAFTER KNOWN AS:

SCOTT MACHINERY SUBDIVISION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO WEST VALLEY CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS LOTS AND EASEMENTS. ALL LOTS AND EASEMENTS ARE AS NOTED OR SHOWN, THE OWNERS DO HEREBY WARRANT TO WEST VALLEY CITY AND ITS SUCCESSORS AND ASSIGNS TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREON AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE AMENDED AND RESTATED RULES, REGULATIONS AND RESTRICTIVE COVENANTS OF TECHNOLOGY PARK, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON THIS 21st DAY OF DECEMBER, 1988, AT BOOK 808L PAGE 245, DOCUMENT NO. 6716745. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

SCOTT MACHINERY VENTURE, LLC
(A UTAH LIMITED LIABILITY COMPANY)

MANAGER/MEMBER: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COUNTY OF _____ } s.s.
ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY _____ WHO BEING BY ME DULY SWORN, DID SAY THAT "HE IS _____ OF SCOTT MACHINERY VENTURE, LLC, AND THAT "HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY, BEING AUTHORIZED AND EMPLOYED TO DO SO BY THE OPERATING AGREEMENT OF SCOTT MACHINERY VENTURE, LLC, DO DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER
UTAH CODE 46-1-16(4)

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. _____
BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPT.

APPROVED THIS _____ DAY
OF _____ A.D. _____

SALT LAKE VALLEY HEALTH DEPT.

GRANGER-HUNTER IMPRV. DIST.

APPROVED THIS _____ DAY
OF _____ A.D. _____

IMPROVEMENT DISTRICT COORDINATOR

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

WEST VALLEY CITY ENGINEER DATE _____

APPROVAL AS TO FORM

APPROVED THIS _____ DAY
OF _____ A.D. _____

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D. _____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTN: CITY RECORDER CITY MANAGER

RECORDED#

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FILE # _____ CHIEF DEPUTY, SALT LAKE COUNTY RECORDER

Subdivision Name: SCOTT MACHINERY SUBDIVISION
Section: 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian
Sheet: 1 of 1
File: 14-2-218

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
151 West 400 South, Suite 400
Salt Lake City, UT 84143
Phone: (801) 466-1100 / Fax: (801) 466-1101
www.bushandgudgell.com