



The Study Meeting of the West Valley City Council will be held on Tuesday, April 14, 2015, at 4:00 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 04/08/2015, 3:30 p.m.

### **A G E N D A**

1. Call to Order
2. Roll Call
3. Field Trip Scheduled at 4:00 P.M.:
  - A. Idea House, 3888 South 2520 West
  - B. The Pinnacle at Highbury Apartments, 5236 W. Highbury Way
4. Upon return to City Hall, resume Study Session at 5:00 P.M. (or as soon as possible)
5. Review Agenda for Regular Meeting of April 14, 2015
6. Awards, Ceremonies and Proclamations Scheduled for April 21, 2015:
  - A. Recognition of Janice Fisher for 30 Years of Service on the West Valley City Tree Committee
7. Public Hearings Scheduled for April 21, 2015:
  - A. Accept Public Input Regarding Application No. ZT-1-2015, filed by West Valley City, Requesting an to Amend Section 7-6-1605 of the West Valley City Municipal Code Regarding Height Requirements in the City Center Zone

Action: Consider Ordinance No. 15-14, Amending Section 7-6-1605 of the West Valley City Municipal Code to Clarify Height Requirements in the City Center

*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.*

Zone

8. Resolutions:
  - A. 15-68: Authorize the City to Renew a Policy with EMI to Provide Dental Benefits for City Employees for Fiscal Year 2014-2015
  - B. 15-69: Approve a Franchise Agreement with XO Communications Services, LLC, for a Telecommunications Network in the City
  - C. 15-70: Authorize the City to Accept a Quit Claim Deed and a Public Utility and Street Lighting Easement from Devil's Castle, LLC, for a Portion of Property Located at 6519 West SR-201 South Frontage Road
9. Communications:
  - A. Council Update
  - B. Potential Future Agenda Items
10. New Business:
  - A. Council Reports
11. Motion for Executive Session
12. Adjourn

Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A \_\_\_\_\_  
Funding Source: \_\_\_\_\_ N/A \_\_\_\_\_  
Account #: \_\_\_\_\_ N/A \_\_\_\_\_  
Budget Opening Required:

**ISSUE:**

An ordinance text amendment to amend Section 7-6-1605 of the City Center Zone.

**SYNOPSIS:**

Staff is proposing some clarifying amendments to paragraph 7 of Section 7-6-1605 of the City Center (CC) Zone. This paragraph addresses height requirements in the Zone. The proposed amendment, which is attached to this report, does not change any of the height standards but simply clarifies how they are applied.

To create a transition between tall buildings in the middle of the City Center Zone and single family homes just outside the Zone, the existing ordinance includes lower height standards for those areas within 100' of existing single family homes. The proposed revision clarifies that if a building is partially within the 100' and partially outside the 100', both the lower and higher standards apply to the respective portions of the building.

**RECOMMENDATION:**

City staff and the Planning Commission recommend approval of the Ordinance.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director/ Planning Director

1 WEST VALLEY CITY, UTAH

2  
3 ORDINANCE NO. \_\_\_\_\_

4  
5 Draft Date: 03/17/2015 \_\_\_\_\_

6 Date Adopted: \_\_\_\_\_

7 Date Effective: \_\_\_\_\_

8  
9 AN ORDINANCE AMENDING SECTION 7-6-1605 OF THE  
10 WEST VALLEY CITY MUNICIPAL CODE TO CLARIFY  
11 HEIGHT REQUIREMENTS IN THE CITY CENTER ZONE.  
12

13 WHEREAS, the City Center Zone is intended to serve as a vibrant, mixed use downtown  
14 area for the City; and

15  
16 WHEREAS, there is also a mix of single family homes just outside the Zone; and

17  
18 WHEREAS, the City desires to clarify how height standards are applied in the City  
19 Center Zone to create a transition between tall buildings in the middle of the City Center Zone  
20 and single family homes just outside the Zone; and

21  
22 WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is  
23 in the best interest of the health, safety, and welfare of the citizens of West Valley City to amend  
24 Section 7-6-1605 of the West Valley City Municipal Code.

25  
26 NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City,  
27 Utah, as follows:

28  
29 Section 1. Repealer. Any provision of the West Valley City Code found to be in  
30 conflict with this Ordinance is hereby repealed.

31  
32 Section 2. Amendment. Section 7-6-1605 of the West Valley City Municipal Code  
33 is hereby amended to read as follows:

34  
35 7-6-1605. STANDARDS FOR ALL PROPERTIES.

36  
37 ~~(7) Building Height. All buildings shall meet the following standards:~~

- 38  
39 a. ~~The maximum building height for all buildings within 100' of 3650 South shall be 3~~  
40 ~~stories. The maximum building height for all buildings on the north side of 3500~~  
41 ~~South that are within 100' of an existing single family residential zone shall be 24'.~~  
42 ~~Such buildings shall maintain a 10' setback from the property line of adjoining~~  
43 ~~property within an existing single family residential zone. The maximum building~~  
44 ~~height for all buildings on the north side of 3500 South that are over 100' from an~~  
45 ~~existing single family residential zone shall be 5 stories.~~

- 46  
47 b. ~~The minimum building height for all buildings within 100' of 3650 South shall be 2~~  
48 ~~stories or 24'. The minimum building height for all buildings on the north side of~~  
49 ~~3500 South that are within 100' of an existing single family residential zone shall be~~  
50 ~~2 stories or 24'. The minimum building height for all buildings on the north side of~~  
51 ~~3500 South that are over 100' from an existing single family residential zone shall be~~  
52 ~~3 stories or 36'. For all other buildings, the minimum building height shall be 5~~  
53 ~~stories or 60'.~~  
54  
55 e. ~~The minimum building height for accessory buildings shall be 1 story.~~  
56

57 (7) Building Height. All buildings shall meet the following height requirements:  
58

59 In order to create the downtown area intended for City Center, the building height  
60 requirements shall be applicable for all buildings such that a single building may be subject to  
61 more than one height requirement. In such cases, each portion of the single building shall  
62 comply with the height requirement where it is located.  
63

- 64 a. Buildings located in between 3650 South and 3500 South shall be a minimum of 5 stories  
65 or 60', except for buildings, or portions thereof, located within the first 100' north of  
66 3650 South. Buildings, or portions thereof, located within the first 100' north of 3650  
67 South shall be a minimum of 2 stories or 24' and a maximum of 3 stories. All buildings,  
68 or portions thereof, located outside the 100' feet north of 3650 South shall meet the 5  
69 story or 60' minimum.  
70  
71 b. Buildings located north of 3500 South shall be a minimum of 3 stories or 36' and a  
72 maximum of 5 stories, except for buildings, or portions thereof, located within 100' of a  
73 residential zone. Buildings, or portions thereof, located within 100' of a residential zone  
74 shall be 2 stories and not exceed 24'. Such buildings shall maintain a 10' setback from  
75 the property line of adjoining property within an existing single family residential zone.  
76 All buildings, or portions thereof, located outside the 100' of a residential zone shall meet  
77 the minimum 3 story or 36' minimum, maximum 5 story requirements.  
78  
79 c. For all locations in the City Center zone, the minimum building height for accessory  
80 buildings shall be 1 story.  
81

82  
83 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid  
84 by a court of competent jurisdiction, the remainder shall not be affected thereby.  
85

86 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon  
87 posting in the manner required by law.  
88  
89

90 **PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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WEST VALLEY CITY

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MAYOR

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ATTEST:

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\_\_\_\_\_  
CITY RECORDER

**ZT-1-2015**  
**West Valley City**  
**Amending Section 7-6-1605 of the City Center Zone**

Staff is proposing some clarifying amendments to paragraph 7 of Section 7-6-1605 of the City Center (CC) Zone. This paragraph addresses height requirements in the Zone. The proposed amendment, which is attached to this report, does not change any of the height standards but simply clarifies how they are applied.

To create a transition between tall buildings in the middle of the City Center Zone and single family homes just outside the Zone, the existing ordinance includes lower height standards for those areas within 100' of existing single family homes. The proposed revision clarifies that if a building is partially within the 100' and partially outside the 100', both the lower and higher standards apply to the respective portions of the building.

**Staff Alternatives**

1. Approval of the application as proposed to amend the City Center Zone.
2. Continuance for reasons determined during the public hearing.

**Applicant:**

West Valley City

**Discussion:** Steve Pastorik presented the application. The Planning Commission had no further questions or concerns.

**Motion:** Commissioner Matheson moved for approval.

Commissioner Mills seconded the motion.

**Roll call vote:**

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Mills	Yes
Commissioner Winters	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

**Unanimous-ZT-1-2015- Approved**

**Item:** \_\_\_\_\_

**Fiscal Impact:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:**

**ISSUE:**

Renew a contract with EMI to provide dental benefits to the City's employees.

**SYNOPSIS:**

Renew the contract for Fiscal Year 2014-2015.

**BACKGROUND:**

EMI is the current provider for dental benefits for City employees. The dental premiums will not increase for fiscal year 2014-2015.

**RECOMMENDATION:**

Approve the resolution.

**SUBMITTED BY:**

Paul Isaac, Assistant City Manager/HR Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO RENEW  
A POLICY WITH EMI TO PROVIDE DENTAL BENEFITS  
FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015.**

**WHEREAS**, West Valley City currently offers dental benefits to its employees through a Policy with EMI; and

**WHEREAS**, the City desires to continue to provide said benefits to its employees; and

**WHEREAS**, an acknowledgement of continued service (the "Acknowledgement") has been prepared by EMI for execution by the City. This Acknowledgment, a copy of which is attached hereto, describes the rights, duties, and obligations of each of the parties with respect to the provision of dental benefits for City employees; 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 employees and citizens of West Valley City to renew the policy with EMI for employee dental benefits;

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

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



emihealth.com

852 EAST ARROWHEAD LANE  
MURRAY, UTAH 84107-5298  
TOLL FREE 800 662 5850  
CORPORATE 801 262 7476  
FAX 801 270 3016

February 10, 2015

West Valley City  
Attn: Aimee Tyecitchley  
3600 S Constitution Blvd  
Salt Lake City, UT 84119

RE: Dental Renewal

Dear EMI Health Customer:

Thank you for choosing EMI Health as your Dental carrier. As the anniversary date for West Valley City approaches, we have completed our annual review and would like to propose renewal rates for the upcoming year.

Your Dental renewal rates, effective July 1, 2015 are listed below:

<u>Choice PPO</u>	<u>Current Rates</u>	<u>Renewal Rates</u>
Single:	\$54.90	\$54.90
Two-Party:	\$69.60	\$69.60
Family:	\$102.20	\$102.20

If you have questions regarding your benefits or would like to discuss other benefit options please contact your broker/consultant or your EMI Health account manager, Kathy Robinson. We appreciate your business with EMI Health and look forward to providing your organization with affordable Dental coverage for the upcoming year.

Please sign below to acknowledge your acceptance of the terms, conditions and obligations of the renewal rates including any benefit or language changes (if applicable) for the 2015 plan year. Please return this signed signature page to EMI Health by May 31, 2015. If this signature page is not received by the previously mentioned date your first payment under the new rates will be deemed an acceptance of the new rates, benefits, and agreements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sincerely,

Underwriting Department  
EMI Health

cc: Susan Scaletta

*Plans are underwritten or provided by: Educators Mutual Insurance Association of Utah • Educators Health Plans Life, Accident, and Health, Inc.*

APPROVED AS TO FORM  
West Valley City Attorney's Office  
By:   
Date: 4.7.15



EDUCATORS MUTUAL INSURANCE ASSOCIATION OF UTAH  
EDUCATORS HEALTH CARE  
EDUCATORS HEALTH PLANS HEALTH  
EDUCATORS HEALTH PLANS LIFE, ACCIDENT, AND HEALTH

**NOTICE OF PRIVACY POLICIES AND PRACTICES WITH REGARD TO NON-PUBLIC PERSONAL FINANCIAL INFORMATION**

**PURPOSE OF THE NOTICE OF PRIVACY POLICIES AND PRACTICES ("NOTICE")**

Educators Mutual Insurance Association of Utah and its affiliates ("EMI Health") are dedicated to keeping the personal financial information of the individuals that participate in the group health plans of its customers confidential and secure. This Notice explains how we protect the confidentiality of non-public personal financial information ("NPF") of those individuals enrolled in the group health plans that we serve. NPF is information that identifies an individual (such as a name or address) and relates to an individual's finances (such as insurance claim history). In addition to the information set forth in this Notice, Educators observes certain restrictions with regard to protected health information ("PHI") protected under the federal Privacy Rule with respect to PHI that EMI Health receives in its capacity as a health plan (see EMI Health Notice of Privacy Practices With Regard to PHI).

**TYPES OF NPF WE COLLECT**

In order to process claims and conduct other activities associated with administering your group health plan, we collect and use several different types of information. To begin, we collect information that individuals provide directly to us. For example, we may collect information that an individual supplies on an application form, including name, address, social security number, and information about dependents. We also collect information about an individual's transactions with us and our affiliates, as well as information from non-affiliated third parties (such as payment history). We collect information about individuals in the course of conducting insurance transactions, including information provided by health care providers and other insurers with whom we may coordinate benefits. We may also receive information from a consumer reporting agency.

We may retain this information after an individual's participation in the group health plan ends.

**TYPES OF NPF WE DISCLOSE**

We do not disclose any NPF about an individual that we collect to any non-affiliated third parties, except as authorized by the individual or as permitted by law. In other words, we disclose NPF that we collect to affiliate and non-affiliated entities, as permitted by law. We do not disclose NPF to non-affiliated third parties for the purpose of marketing products or services. We may disclose the following NPF:

- ✓ An individual's name, address, and social security number that we collect from the individual;

- ✓ Information that we collect in the course of processing health care claims and administering the account of the individual's group health plan;
- ✓ Information that we collect when adjudicating and paying claims of individuals, including claims for short and long-term disability benefits, workers compensation benefits, or other insured or self-insured benefits administered by EMI Health;
- ✓ Information that we are required to disclose when responding to requests for information from the Utah Department of Insurance in accordance with applicable laws and regulations;
- ✓ Information that we collect from a consumer reporting agency.

**HOW WE PROTECT INFORMATION**

EMI Health maintains physical, electronic, and procedural safeguards to protect all NPF. We limit access to NPF about an individual to those employees who need to know the information in order to service the policy or claim.

**WHAT TO DO**

You do not need to call us or do anything because of this Notice. This Notice simply informs you of how EMI Health protects NPF.

**OBTAINING ADDITIONAL INFORMATION**

If you have any questions with regard to this Notice or with regard to the steps we take to protect NPF, please contact

Privacy Officer  
EMI Health  
852 East Arrowhead Lane  
Murray, UT 84107-5298

Telephone:  
Salt Lake City 801-262-7476  
Outside Salt Lake City 800-662-5850  
Outside Utah 800-548-5264

**EDUCATORS MUTUAL AND ITS AFFILIATES**

Educators Mutual Insurance Association of Utah  
Educators Health Care, Inc.  
Educators Health Plans Health, Inc.  
Educators Health Plans Life, Accident, and Health, Inc.

**EFFECTIVE DATE**

11/17/2010

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

**ISSUE:**

A Resolution approving a franchise agreement with XO Communications Services, LLC to construct and maintain a telecommunications network in the City.

**SYNOPSIS:**

This Franchise Agreement will allow XO Communications to establish a telecommunications network in, under, along, over and across present and future rights-of-ways of the City.

**BACKGROUND:**

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging XO Communications duty to secure permits from Public Works for any excavation or construction.

**RECOMMENDATION:**

It is recommended that the City Council approve this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FRANCHISE AGREEMENT BETWEEN XO COMMUNICATIONS SERVICES, LLC, AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY.**

**WHEREAS**, XO Communications Services, LLC (herein “XO Communications”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide XO Communications a nonexclusive franchise to operate a telecommunications network in the City; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and XO Communications. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” 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 interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with XO Communications;

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and XO Communications Services, LLC (hereinafter "Provider"), a limited liability company organized under the laws of the State of Delaware with its principal offices at 13465 Sunrise Valley Dr, Herndon, VA 20171, (hereinafter "Party" individually and "Parties" collectively).

### WITNESSETH:

**WHEREAS**, the Provider desires to provide voice, data or video transmission services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

### **ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

1.2 **Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges that it has had an opportunity to read and become familiar with the

Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

1.3 **Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE

2.1 **Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider's activities in the right-of-way.

### **ARTICLE 3. TERM AND RENEWAL**

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City's representative designated herein written notice of the Provider's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

### **ARTICLE 4. PUBLIC USE RIGHTS**

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments.

## **ARTICLE 5. POLICE POWERS**

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## **ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY**

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

## **ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

7.1 **Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

7.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 **Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have

whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

## **ARTICLE 10. GENERAL PROVISIONS.**

10.1 **Binding Agreement.** The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.



**Item:** \_\_\_\_\_  
**Fiscal Impact:** \_\_\_\_\_ None \_\_\_\_\_  
**Funding Source:** \_\_\_\_\_ N/A \_\_\_\_\_  
**Account No:** \_\_\_\_\_ N/A \_\_\_\_\_

**Budget Opening Required:**

**Issue:**

Quit Claim Deed and a Public Utility and Street Lighting Easement.

**Synopsis:**

Acceptance of a Quit Claim Deed and a Public Utility and Street Lighting Easement from Devils Castle, LLC for a portions of property located at 6519 W. SR-201 South Frontage Road (parcel 14-22-200-005).

**Background:**

Devils Castle, LLC has signed a Quit Claim Deed for right-of-way on the SR-201 South Frontage Road. Devils Castle, LLC is the owner of the property for the proposed Great Western Leasing site. The description for the subject property currently includes a portion of the SR-201 South Frontage Road. As the right-of-way had not been previously dedicated or conveyed to the City, conveyance of right-of-way for the frontage road was required as a condition of approval.

**Recommendation:**

Accept Quit Claim Deed, and authorize City Recorder to record said Quit Claim Deed.

**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 QUIT CLAIM DEED AND A PUBLIC UTILITY AND STREET LIGHTING EASEMENT FROM DEVIL’S CASTLE, LLC, FOR A PORTION OF PROPERTY LOCATED AT 6519 WEST SR-201 SOUTH FRONTAGE ROAD (PARCEL NO. 14-22-200-005).**

**WHEREAS**, Devil’s Castle, LLC (“Devil’s Castle”) owns a portion of property located at 6519 West SR-201 South Frontage Road (the “Property”); and

**WHEREAS**, as a condition of approval for a building permit, Devil’s Castle is required to convey a portion of the Property to the City for right-of-way on the Frontage Road; and

**WHEREAS**, Devil’s Castle has executed a Quit Claim Deed conveying said right-of-way to the City; and

**WHEREAS**, Devil’s Castle has executed a Public Utility and Street Lighting Easement on the Property; 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 Quit Claim Deed and said Public Utility and Street Lighting Easement;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City that the Mayor is hereby authorized to accept and the City Recorder is authorized to record said Quit Claim Deed and said Public Utility and Street Lighting Easement for and on behalf of West Valley City.

**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. **Portion of 14-22-200-005**

### QUIT-CLAIM DEED

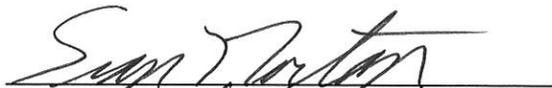
**Devils Castle, LLC, a Utah limited liability company**, having an address of **9 Executive Circle, Suite 200, Irvine, California 92614**, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

Beginning at a point on the old South line of State Highway 860.14 feet, more or less South 0°13'46" East along the section line from the Northwest corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point also being North 0° 13'46" West 1792.39 feet from the East Quarter corner of said Section 22; and running thence South 0°13'46" East 76.35 feet to a point being 1 foot southeasterly and perpendicular to the Southerly side of a 4 foot waterway/rolled curb on the Southerly side of 2100 South Street; Thence Southwesterly along a 5606.58 foot radius curve to the left for 101.76 feet with a chord of S 58°04'31" W 101.76 feet; thence S 57°33'19" W 109.37 feet; thence S 63°58'15" W 17.90 feet; thence S 57°33'19" W 69.56 feet; thence N 00°13'46" W 74.29 feet; thence N 57°31'14" E 164.00 feet to a 5679.65 foot radius curve to the right; thence along said curve 135.57 feet with a chord of N 58°05'46" E 135.57 feet to the point of beginning. Containing 0.44 acres, or 19,320 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 6 day of April, 2015.

GRANTOR  
**Devils Castle, a Utah limited liability company**

  
By: Sean Norton  
Title: Member



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

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Space above for County Recorder's use  
PARCEL I.D. #14-22-200-005

### **PUBLIC UTILITY AND STREET LIGHTING EASEMENT**

**Devils Castle, LLC, a Utah limited liability company**, having an address of **9 Executive Circle, Suite 200, Irvine, California 92614**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, and to any and all public utility companies, GRANTEES for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, maintenance, repair, alteration, and replacement of public utilities and street lighting, on, over, under and across real property located in Salt Lake County, State of Utah, described as follows:

Beginning at a point 936.49 feet, S 0°13'46" E along the section line from the Northeast corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian to a point being 1 foot southeasterly and perpendicular to the Southerly side of a 4 foot waterway/rolled curb on the Southerly side of 2100 South Street, said point also being North 0° 13'46" West 1716.04 feet from the East Quarter corner of said Section 22; Thence Southwesterly along a 5606.58 foot radius curve to the left for 101.76 feet with a chord of S 58°04'31" W 101.76 feet; thence S 57°33'19" W 109.37 feet; thence S 63°58'15" W 17.90 feet; thence S 57°33'19" W 69.56 feet; thence S 00°13'46" E 4.73 feet; thence N 57°33'19" E 71.85 feet; thence N 63°58'15" E 17.90 feet; thence N 57°33'19" E 109.59 feet to a 5602.58 foot radius curve to the right; thence along said curve 99.27 feet with a chord of N 58°03'46" E 99.26 feet to the section line; thence N 00°13'46" W 4.68 feet to the point of beginning. Containing 0.03 acres, 1194 SQ. FT.

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.



April 9, 2015

**MEMORANDUM**

TO: CITY COUNCIL  
FROM: WAYNE T. PYLE, CITY MANAGER  
RE: UPCOMING MEETINGS AND EVENTS

March 12 –  
May 6, 2015

Intermountain Society of Artists presents: *Spring into Fantasy* Exhibit, UCCC (Opening Reception on March 12<sup>th</sup> from 6:00 P.M. – 8:00 P.M.)  
[www.culturalcelebration.org](http://www.culturalcelebration.org)

April 1-30, 2015

April Eggstravaganza, UCCC

- April 14, 2015  
*time*  
Council Study Meeting, 4:00 P.M. (*earlier start for field trip that is listed on agenda*); Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
- April 16, 2015  
(Tips  
Cops for Kids: Police Officers serve tables, Sizzler, 3429 S. Redwood Road, 4:30 P.M. – 8:00 P.M. benefit the Children’s Justice Center)
- April 20, 2015  
Barry Manilow “One Last Time” Concert, Maverik Center, 7:30 P.M.
- April 21, 2015  
Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Tom Huynh
- April 22, 2015  
Safety Merit Badge Class, Fire Station 74, 5545 West 3100 South, 6:00 P.M. – 8:00 P.M.  
(Registration required – call 801-963-3336 for more information)

- April 22, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.
- April 23, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.
- April 24, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.
- April 25, 2015 Cirque de Soleil – Varekai, Maverik Center, 4:00 P.M. & 7:30 P.M.
- April 26, 2015 Cirque de Soleil – Varekai, Maverik Center, 1:30 P.M. & 5:00 P.M.
- April 27, 2015 Fire Department Awards Banquet, UCCC, Doors open at 5:00 P.M. and Dinner/Presentation at 6:00 P.M.
- April 28, 2015 Book Fair sponsored by EAC, City Hall Lobby (Details to follow)
- April 28, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
- April 30, 2015 UDOT’s Annual Meeting with Salt Lake County & Municipalities, Calvin Rampton Complex, 1<sup>st</sup> Floor Njord Conference Room 4501 South 2700 West, 9:00 A.M. – 11:00 A.M.
- May 5, 2015 Council, P.M. – Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Karen Lang
- May 6, 2015 Meet with Mayor Bigelow, City Hall, 4:30 P.M. – 6:00 P.M.
- May 12, 2015 Summer at the Station 3<sup>rd</sup> Annual Youth Arts Festival, Fairbourne Station Plaza, 5:00 P.M. – 6:30 P.M.

- May 12, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Vincent
- May 13 –  
July 8, 2015 Lokahi II Art & Artifact Exhibition, UCCC
  - May 13, 2015  
8:00 WVC Watch Wednesday, City Hall, 6:00 P.M. – P.M.
  - May 13, 2015 Community Meeting with Chief Russo, City Hall, 7:00 P.M. – 8:00 P.M.
- May 19, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Corey Rushton
- May 20, 2015 Crossing Guard Banquet, The Ridge Golf Course, 5055 Westridge Blvd., 7:00 P.M. – 8:00 P.M.
- May 25, 2015 Memorial Day Holiday – City Hall closed
- May 26, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
- June 1 – 8, 2015 Filing Period for 2015 Municipal Election (Monday – Thursday 7:00 A.M. to 6:00 P.M. and on Friday 8:00 A.M. to 5:00 P.M.)
- June 2, 2015 Council, P.M. – Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Ron Bigelow
- June 9, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Tom Huynh
- June 10, 2015 Employee Barbecue sponsored by EAC, Fairbourne Station, 12:00 P.M. – 2:00 P.M. (Cost is \$5.00 prepaid / details to follow)

June 10, 2015	Celtic Woman – 10 <sup>th</sup> Anniversary World Tour, Maverik Center, 7:00 P.M.
June 12, 2015	Brit Floyd – The World’s Greatest Pink Floyd Show, Maverik Center, 8:00 P.M.
June 16, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
June 20, 2015	Temple Dharma Worship Hall Inauguration, 3325 West 3800 South, 11:00 A.M. – 2:00 P.M.
June 23, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
June 30, 2015	No Council Meetings Scheduled (5 <sup>th</sup> Tuesday)
July 7, 2015 Council, P.M. –	Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Steve Vincent
July 13, 2015	Rush: R40 Live Tour, Maverik Center, 7:30 P.M.
July 14, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Corey Rushton
July 21, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
July 28, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
July 31, 2015	Move Live on Tour, Maverik Center, 8:00 P.M.

August 3, 2015	Police Honorary Colonels Golf Tournament, Stonebridge Golf Club, 4415 Links Drive, 7:00 A.M. – 3:00 P.M. (Details to Follow)
August 4, 2015	No Council Meeting Scheduled (National Night Out)
August 5, 2015	Sam Smith, Maverik Center, 8:00 P.M.
August 7, 2015 Maverik	Hello Kitty’s Supercute Friendship Festival, Center, 7:00 P.M.
August 8, 2015 Maverik	Hello Kitty’s Supercute Friendship Festival, Center, 2:00 P.M. & 7:30 P.M.
August 9, 2015 Maverik	Hello Kitty’s Supercute Friendship Festival, Center, 12:00 P.M.
August 11, 2015	Municipal Primary Election
August 11, 2015 Council, P.M. –	Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 Opening Ceremony: Tom Huynh
August 18, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
August 25, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
November 3, 2015	Municipal General Election

**City Manager’s Voice Mail Messages**