



The Study Meeting of the West Valley City Council will be held on Tuesday, August 11, 2015, at 4:30 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 8/06/2015 , 11:30 AM

## A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
  - A. July 21, 2015 (Study Meeting)
  - B. July 28, 2015 (Study Meeting)
4. Review Agendas for Council Regular, Redevelopment Agency, Housing Authority and Building Authority Meetings of August 11, 2015
5. Public Hearings Scheduled for August 18, 2015:
  - A. Accept Public Input Regarding Application No. S-11-2015, Filed by Fred Cox, Requesting the Amendment of Lot 31A in the West Valley Truck Center Subdivision.  
  
Action: Consider Ordinance No. 15-30, Approving the Amendment of Lot 31A of the West Valley Truck Center Lots 16, 17, and 31 Amended Subdivision Located in West Valley City, Utah.
6. Resolutions:
  - A. 15-136: Approve an Interlocal Cooperative Agreement Between West Valley City, Taylorsville City, the Utah Department of Transportation and TEA Group

*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.*

Transportation Engineering for Construction Management of Traffic Signal Improvements at Three Intersections on 4100 South - 1300 West, 2700 West and 4000 West

- B. 15-137: Award a Contract to Bowen Construction for the 3500 South Sidewalk Project - 6770 West to 6800 West
  - C. 15-138: Award a Contract to England Construction for the 7200 West Pipe Replacement Project
7. New Business Scheduled for August 18, 2015:
- A. Convene as Board of Canvassers for the Municipal Primary Election held August 11, 2015  
  
Consider Resolution No. 15-139, Accepting and Approving the Results of the Municipal Primary Election held August 11, 2015, as Shown on the Canvass Report
  - B. Consider Application No. S-9-2015, Filed by Ivory Homes, Requesting Final Plat Approval for Park Vista Subdivision Phase 2 Located at 7100 West 4100 South.
  - C. Consider Application No. S-12-2015, Filed by Don Francis, Requesting Final Plat Approval for the Iris Garden Subdivision Located at 3777 South 3200 West.
  - D. Consider Application No. S-13-2015, Filed by Anderson Wahlen & Associates, Requesting Final Plat Approval for the America First Federal Credit Union 4100 South Subdivision Located at 5600 West 4100 South
  - E. Consider Application No. SD-1-2015, Filed by West Valley City Public Works Department Requesting Consideration to Dedicate 6400 West, Portions of Parkway Boulevard, and Portions of 2540 South
8. Consent Agenda Scheduled for August 18, 2015:
- A. Reso. 15-140: Approve a Right of Way Agreement with Judy F. Pearce and J. Thomas Pearce, as Trustees of the Judy F. Pearce Trust, Dated February 23, 2009, for Property Located at 3525 South 6800 West and Accept a Warranty Deed and a Grant of Temporary Construction Easement.
  - B. Reso: 15-141: Approve a Right of Way Agreement with Vaughn R. Feulner and Kathleen C. Feulner for Property Located at 3515 South 6800 West and to Accept a Warranty Deed, Storm Drain Easement and a Grant of Temporary Construction Easement.
9. Communications:
- A. Police Officer 1st Class Discussion (30 minutes / rescheduled from 7/21/15 Study Session)

- B. Council Update
  - C. Potential Future Agenda Items
10. New Business:
    - A. Council Reports
  11. Motion for Executive Session
  12. Adjourn

## MINUTES OF COUNCIL STUDY MEETING – JULY 21, 2015

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, JULY 21, 2015, AT 4:30 P.M., IN THE MULTI-PURPOSE ROOM, 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

Wayne Pyle, City Manager  
Sheri McKendrick, City Recorder

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director  
Nicole Cottle, Assistant City Manager/CED Director  
Eric Bunderson, City Attorney  
Lee Russo, Police Chief  
Jim Welch, Finance Director  
Sam Johnson, Strategic Communications Director  
Layne Morris, CPD Director  
John Evans, Fire Chief  
Nancy Day, Acting Parks and Recreation Director  
Dan Johnson, Acting Public Works Director  
Stan Varney, Fire Department  
Steve Lehman, CED Department  
Steve Pastorik, CED Department  
Mark Nord, CED Department  
Lee Logston, CED Department  
Jake Arslanian, Public Works Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 7, 2015**

The Council read and considered Minutes of the Study Meeting held July 7, 2015. There were no changes, corrections or deletions.

After discussion, Councilmember Lang moved to approve the Minutes of the Study Meeting held July 7, 2015 as written. Councilmember Buhler seconded the motion.

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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.

2. **REVIEW AGENDA FOR COUNCIL REGULAR AND SPECIAL REDEVELOPMENT AGENCY MEETINGS SCHEDULED JULY 21, 2015**

Mayor Bigelow advised one new item had been added to the Agenda for the Regular Council Meeting scheduled later this night. The item was reviewed as follows:

**Item No. 9.F. – RESOLUTION NO. 15-131 – ENCOURAGING THE SALT LAKE COUNTY COUNCIL TO SUBMIT THE LOCAL OPTION SALES TAX AUTHORIZED BY HOUSE BILL 362 TO THE VOTERS OF SALT LAKE COUNTY IN NOVEMBER 2015 (ADDED TO THE AGENDA AFTER 7/14/15 STUDY MEETING)**

City Manager, Wayne Pyle, discussed proposed Resolution No. 15-131 that would encourage the Salt Lake County Council to submit the local option sales tax authorized by House Bill 362 to the voters of Salt Lake County in November 2015.

He advised this matter had been placed on the Regular Meeting Agenda for later this night, as it was a timing issue.

He indicated the transportation issue was on the County Council agenda today; but he did not know if it had been approved.

The City Manager answered questions from members of the City Council and advised if the Council desired a recommendation from staff it would be to proceed and adopt the proposed resolution that would then allow for further discussion with the County regarding actually placing the issue on the November ballot.

Upon discussion, Councilmember Rushton stated this was an on-going strategy conversation that had gone back and forth among cities and counties. He suggested it would be beneficial to allow voters the opportunity to “weigh in.” He also encouraged the City Manager to have continued conversations with Salt Lake County regarding equitable distribution of transportation funding in the County.

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Mr. Pyle advised that word had just been received the County Council rescheduled this issue to their meeting scheduled August 4, 2015.

Mayor Bigelow stated clearly legislation had been passed and after lobbying for the responsibility it was placed on the County. He indicated West Valley City could not vote on the matter unless the County Council took action to place it on the November ballot.

The City Manager advised County Councilmember Jensen was out of town and desired to participate in the vote; therefore, the meeting had been rescheduled.

An item scheduled on the Redevelopment Agency Agenda for the meeting scheduled later this night was discussed as follows:

### **Item No. 3. A. – RESOLUTION NO. 15-13, AUTHORIZE WEST VALLEY CITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH GRANGER REAL ESTATE INVESTORS, LLC, FOR COMMERCIAL DEVELOPMENT IN THE CITY CENTER REDEVELOPMENT AREA**

Mark Nord, CED Department, discussed proposed Resolution No. 15-13 that would authorize the West Valley City Redevelopment Agency to enter into an agreement with Granger Real Estate Investors, LLC, for commercial development in the City Center Redevelopment Area.

He used PowerPoint and discussed information summarized as follows:

- Details regarding “Project Hercules”
- Highlights regarding terms of ADL and exhibits
- Timeline
- Photographs and renderings
- If approved, announcement and groundbreaking scheduled August 5, 2015

During the above presentation of information, Mr. Nord answered questions from members of the City Council.

Upon discussion, a suggestion was made to not use parking stalls from Embassy Suites Hotel as it might cause issues if the hotel was ever sold. Also, inquiry was made regarding future expansion of the building if needed. Parking requirements were further discussed and suggestion made for an exception or providing additional stalls in a future parking garage.

Mr. Nord expressed excitement about the project and indicated August 5<sup>th</sup> would be a great day for West Valley City and Fairbourne Station.

City Manager, Wayne Pyle, complimented Mr. Nord and staff for their efforts on this project and stated this was an awesome accomplishment to have come this far in

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development of the City Center Redevelopment Project Area.

**3. AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED JULY 28, 2015:**

**A. PROCLAMATION DECLARING AUGUST 2015 AS “NEIGHBORHOOD NIGHTS” MONTH AND AUGUST 4, 2015, AS “NATIONAL NIGHT OUT 2015” IN WEST VALLEY CITY**

Upon inquiry by Mayor Bigelow, a Proclamation declaring August 2015 as “neighborhood Nights” Month and August 4, 2015 as “National Night Out 2015” in West Valley City, would be read by Councilmember Buhler at the Regular Meeting scheduled July 28, 2015.

**4. PUBLIC HEARINGS SCHEDULED JULY 28, 2015:**

**A. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING THE WEST VALLEY CITY POLICE DEPARTMENT’S APPLICATION FOR A JUSTICE ASSISTANCE GRANT (JAG) THROUGH THE U.S. DEPARTMENT OF JUSTICE PROGRAMS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 28, 2015, in order for the City Council to hear and consider public comments regarding the West Valley City Police Department’s application for a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs.

Proposed Resolution No. 15-125 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**RESOLUTION NO. 15-125, AUTHORIZING THE WEST VALLEY CITY POLICE DEPARTMENT TO APPLY FOR A JUSTICE ASSISTANCE GRANT (JAG) THROUGH THE U.S. DEPARTMENT OF JUSTICE PROGRAMS**

Lee Russo, Police Chief, discussed proposed Resolution No. 15-125 that would authorize the West Valley City Police Department to apply for a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs.

Chief Russo advised the grant amount was in the sum of \$90,892.00 and would be utilized to pay for a portion of the annual fees associated with the Department’s 190 body worn cameras. The Police Department would not be required to match funds, as this was a non-marching grant. The 2015 JAG Program was a three-year grant with additional funding possibly being awarded in future years to continue the program.

The U.S. Department of Justice Programs allowed the Police Department to apply for a Justice Assistance Grant in order to purchase equipment, fund training, fund approved programs, and pay salaries for approved programs. The procedure for

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allocating JAG funds was a formula based on population and crime statistics in combination with a minimum allocation to ensure each state and territory received an appropriate share. The Edward Byrne Memorial Justice Assistance Grant Program allowed states and local governments to support a broad range of activities to improve the criminal justice system.

Earlier in the year, the Police Department purchased 190 body worn cameras with one-time assistance from State funds. The costs associated with maintaining the body worn camera program was \$197,748.00 annually. The Police Department was exploring several different avenues through both State and Federal grants in order to fund these costs for the 2015 fiscal year.

Chief Russo further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will hold a public hearing and consider proposed Resolution No. 15-125 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

- B. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. Z-2-2015, FILED BY ANDERSON WAHLEN AND ASSOCIATES, REQUESTING A ZONE CHANGE FROM ZONE 'RB' (RESIDENTIAL BUSINESS) TO ZONE 'C-1' (NEIGHBORHOOD COMMERCIAL) FOR PROPERTY LOCATED AT 5576 WEST 4100 SOUTH AND 4049 SOUTH, 4061 SOUTH AND 4095 SOUTH 5600 WEST**
- Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 28, 2015, in order for the City Council to hear and consider public comments regarding Application No. Z-2-2015, filed by Anderson Wahlen and Associates, requesting a zone change from zone 'RB' (Residential Business) to zone 'C-1' (Neighborhood Commercial) for property located at 5576 West 4100 South and 4049 South, 4061 South and 4095 South 5600 West.

Proposed Ordinance No. 15-26 related to the application to be considered by the City Council after the public hearing, was discussed as follows:

**ORDINANCE NO. 15-26, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5576 WEST 4100 SOUTH AND 4049 SOUTH, 4061 SOUTH AND 4095 SOUTH 5600 WEST FROM ZONE 'RB' (RESIDENTIAL BUSINESS) TO ZONE 'C-1' (NEIGHBORHOOD COMMERCIAL)**

Steve Pastorik, CED Department, discussed proposed Ordinance No. 15-26 that would amend the Zoning Map to show a change of zone for property located at 5576 West 4100 South and 4049 South, 4061 South and 4195 South 5600 West from zone 'RB' (Residential Business) to zone 'C-1' (Neighborhood

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Commercial).

He stated the applicant, Anderson Wahlen & Associates, had requested the zone change for five parcels totaling 3.1 acres on the northeast corner of 5600 West 4100 South from 'RB' (Residential Business) to 'C-1' (Neighborhood Commercial). Surrounding zones included 'C-2' (General Commercial) to the west, 'RB' to the north and east, and 'C-1' to the south. Surrounding uses included the Smiths and Lowes and Legacy Shopping Center to the west, a church to the north, a largely vacant property to the east, and two homes and a vacant parcel to the south. Property to the south had recently been re-zoned from 'A' (Agriculture) to 'C-1' where a CVS Pharmacy was proposed. The property was designated as non-retail commercial in the General Plan.

The applicant had submitted a concept plan (copy provided to the City Council), showing the proposed use for this corner as an America First Credit Union branch and retail building. The Council had also been given a letter from the applicant supporting the application. The existing 'RB' zone allowed for financial institutions like America First Credit Union but did not allow a retail building.

The concept plan showed the development setback well over the required 20 feet to accommodate future road widening planned along 5600 West and 4100 South. As part of the extension of the Mountain View Corridor from 5400 South to 4100 South, the Utah Department of Transportation (UDOT) would be widening the intersection of 4100 South and 5600 West to accommodate double left turns. The project had been scheduled to begin in 2016 and completed in 2017. The next section of the Mountain View Corridor from 4100 South to SR-201 had recently been funded and would be under construction in the year 2018.

Additional information was reviewed, summarized as follows:

- The other three corners of this intersection were zoned 'C-1' and 'C-2'
- This property was not directly adjacent to 'R-1' zoning
- Traffic volumes at this intersection were anticipated to increase once the Mountain View Corridor extension to 4100 South was completed in 2017

Mr. Pastorik further reviewed and discussed the Application and proposed Ordinance, displayed a map, and answered questions from members of the City Council.

The City Council will hold a public hearing regarding Application No. Z-2-2015 and consider proposed Ordinance No. 15-26 at the Regular Council Meeting scheduled July 28, 2015.

The following Item Nos. C. and D. were discussed together by the City Council as

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they both related to undeveloped large parcels in the City:

C. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-3-2015, FILED BY WEST VALLEY CITY, REQUESTING AMENDMENTS TO THE ZONING ORDINANCE TO CREATE THE NEW ‘A-2’ AND ‘RE’ ZONES**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 28, 2015, in order for the City Council to hear and consider public comments regarding Application No. ZT-3-2015, filed by West Valley City, requesting amendments to the Zoning Ordinance to create the new ‘A-2’ and ‘RE’ zones.

Proposed Ordinance No. 15-27 related to the application to be considered by the City Council after the public hearing, was discussed as follows:

**ORDINANCE NO. 15-27, ENACTING PART 7-6-600P AND SECTION 7-6-216 AND AMENDING SECTIONS 7-5-101, 7-6-101, 7-14-105 AND 7-23-210 OF THE WEST VALLEY CITY MUNICIPAL CODE TO CREATE THE RESIDENTIAL ESTATE AND ‘A-2’ ZONES, DEFINE REGULATIONS CONCERNING THESE ZONES, AND AMEND PROVISIONS GOVERNING THE REZONING OF PROPERTY WITHIN THE CITY**

Steve Pastorik, CED Department, discussed proposed Ordinance No. 15-27 that would enact Part 7-6-600P and Section 7-6-216 and Amend Sections 7-5-101, 7-6-101, 7-14-105 and 7-23-210 of the West Valley City Municipal Code to Create the Residential Estate and ‘A-2’ zones, define regulations concerning these zones, and amend provisions governing the re-zoning of property within the City.

He stated the new ‘A-2’ zone would be identical to the ‘A’ and ‘A-1’ zones in all respects and requirements except for the minimum lot size that was proposed at two acres. A property zoned ‘A-2’ could be developed under the two acre format or the property owner could submit an application for a zone change to the ‘RE’ zone if smaller lots were preferred.

The new ‘RE’ (Residential Estate) zone addressed permitted and conditional uses, minimum lot size, frontage and setback requirements, minimum housing standards, height restrictions, landscaping standards, parking restrictions, subdivision standards and PUD standards for the zone. This zone would establish a minimum lot size of 15,000 square feet and housing standards to provide areas in the City for larger lots than were currently found in the City for single-family residential development. The housing standards in the ‘RE’ zone superseded the housing design standards or point system found in Section 7-14-105.

The proposed ordinance amendment also included the following regulation: “Property within City limits may only be amended or re-zoned to the following

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zones: 'A-2,' 'RE,' 'C-1,' 'C-2,' 'C-3,' 'BRP,' 'MXD,' 'CC' and 'M.' If adopted, this provision would prohibit zone changes to any of the following zones: 'A,' 'A-1,' 'R-1-4,' 'R-1-6,' 'R-1-8,' 'R-1-10,' 'R-1-12,' 'R-1-15,' 'R-1-20,' 'R-2.6.5,' 'R-2-8,' 'RM,' 'RMH,' and 'RB.' All new residential only developments within the City that had not already received entitlements would be developed either in one of the 'A' zones or in the 'RE' zone if such re-zone request was approved.

After holding two public hearings, the Planning Commission recommended approval subject to three changes. The first recommended change was to add the following zones to the list of allowed future zone changes: 'RM,' 'RB,' 'R-1-8,' 'R-1-10,' 'R-1-12,' 'R-1-15,' 'R-1-20,' 'A' and 'A-1.' The second recommended change was to make the masonry wall requirement (Item 3 from Section 7-6-605) applicable to all new single-family developments. The third recommended change was to discard all remaining housing standards from Section 7-6-605.

The City Council will hold a public hearing regarding Application No. ZT-3-2015 and consider proposed Ordinance No. 15-27 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

**D. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. GPZ-1-2015, FILED BY WEST VALLEY CITY, REQUESTING AMENDMENTS TO THE GENERAL PLAN AND RE-ZONING OF CERTAIN PROPERTIES IN WEST VALLEY CITY**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 28, 2015, in order for the City Council to hear and consider public comments regarding Application No. GPZ-1-2015, filed by West Valley City, requesting amendments to the General Plan and re-zoning of certain properties in West Valley City.

Proposed Ordinance Nos. 15-28 and 15-29 related to the application to be considered by the City Council after the public hearing, was discussed as follows:

**ORDINANCE NO. 15-28, AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM VARIOUS LAND USE DESIGNATIONS TO LARGE LOT RESIDENTIAL OR NON-RETAIL COMMERCIAL FOR PROPERTY LOCATED AT VARIOUS LOCATIONS**

Steve Pastorik, CED Department, discussed proposed Ordinance No. 15-28 that would amend the General Plan to show a change of land use from various land use designations to large lot residential or non-retail commercial for property located at various locations.

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He stated at the direction of the City Council, a General Plan/Zone change application had been submitted for 741 acres in various locations throughout the City. The proposed General Plan changes were from low density residential (three to four units/acre), residential office, mixed use, heavy manufacturing, light manufacturing and commercial light manufacturing to either large lot residential (two to three units/acre) or, in one situation, non-retail commercial. The proposed zone changes were from 'A,' 'A-1,' 'M,' 'R-1-6,' 'R-1-8,' 'R-1-10' and 'R-4-8.5' to either 'A' or 'A-2.' Included with information provided to the Council was a map highlighting the proposed zone changes and a list that identified all of the properties affected by the proposed General Plan changes and zone changes. Also, documentation included letters from residents as well as housing information shared with the Planning Commission in support of the subject application.

When compiling the list of properties to include in the Application, staff had used the following criteria:

- The property was vacant or only partially developed
- The property individually was at least two acres, or the property together with other adjoining property was at least two acres
- Residential development was anticipated on the property

Properties that had already been entitled for residential development were excluded.

After holding two public hearings the Planning Commission recommended denial of the application. The Planning Commission also recommended staff initiate several General Plan/zone change applications to consider the same properties in smaller increments instead of all of them at once.

### **ORDINANCE NO. 15-29, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT VARIOUS LOCATIONS FROM VARIOUS ZONES TO ZONE 'A' OR 'A-2'**

Steve Pastorik, CED Department, discussed proposed Ordinance No. 15-29 that would amend the Zoning Map to show a change of zone for property located at various locations from various zones to zone 'A' or 'A-2.'

He stated at the direction of the City Council, a General Plan/Zone change application had been submitted for 741 acres in various locations throughout the City. The proposed General Plan changes were from low density residential (three to four units/acre), residential office, mixed use, heavy manufacturing, light manufacturing and commercial light manufacturing to either large lot residential (two to three units/acre) or, in one situation, non-retail commercial. The proposed zone changes were from 'A,' 'A-1,' 'M,' 'R-1-6,' 'R-1-8,' 'R-1-10' and 'R-4-8.5'

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to either 'A' or 'A-2.' Included with information provided to the Council was a map highlighting the proposed zone changes and a list that identified all of the properties affected by the proposed General Plan changes and zone changes. Also, documentation included letters from residents as well as housing information shared with the Planning Commission in support of the subject application.

When compiling the list of properties to include in the Application, staff had used the following criteria:

- The property was vacant or only partially developed
- The property individually was at least two acres, or the property together with other adjoining property was at least two acres
- Residential development was anticipated on the property

Properties that had already been entitled for residential development were excluded.

After holding two public hearings the Planning Commission recommended denial of the application. The Planning Commission also recommended staff initiate several General Plan/Zone change applications to consider the same properties in smaller increments instead of all of them at once.

Mr. Pastorik further reviewed and discussed the subject Application and proposed Ordinances, displayed a map, and answered questions from members of the City Council.

The City Council will hold a public hearing regarding Application No. GPZ-1-2015 and consider proposed Ordinance Nos. 15-28 and 15-29 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

5. **RESOLUTION NO. 15-126, AUTHORIZE CITY TO PURCHASE RADIO COMMUNICATIONS EQUIPMENT FROM MOTOROLA SOLUTIONS, INC. FOR USE BY THE POLICE AND FIRE DEPARTMENT**

Finance Director, Jim Welch, discussed proposed Resolution No. 15-126 that would authorize the City to purchase radio communications equipment from Motorola Solutions, Inc., for use by the Police and Fire Department.

He stated the City had need to replace a significant amount of Police and Fire radio communications equipment. Hand held portable radios and mobile radios were recommended to be purchased from Motorola Solutions, Inc., with the vendor and equipment being on the Utah State Purchasing Contract. Favorable terms had been negotiated with US BANCORP Government Leasing and Finance, in order to initiate a lease purchase transaction. Terms of the lease would expire in advance of the 15-year

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useful life of the assets acquired. The City had obtained a rate of 2.07% for seven years.

Payments for the equipment purchase would be 28 quarterly payments in advance at \$16,249.19 starting July 30, 2015, totaling \$454,977.32. The principal would be \$425,000.00 and interest costs would be \$29,977.32.

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Mr. Welch further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-126 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

6. **RESOLUTION NO. 15-127, AUTHORIZE THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 2 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF POLICE AND FIRE RADIO EQUIPMENT**

Jim Welch, Finance Director, discussed proposed Resolution No. 15-127 that would authorize the City to enter into Property Schedule No. 2 of the Master Tax-Exempt Lease/Purchase Agreement with US BANCORP Government Leasing and Financing, Inc., in the amount of \$454,977.32, regarding a lease for the purchase and replacement of Police and Fire radio equipment.

He stated the City had need to replace a significant amount of police and fire radio communications equipment. Hand held portable radios and mobile radios would be purchased from Motorola Solutions Inc. Vendor and equipment were on the Utah State Purchasing Contract. Favorable terms had been negotiated with US BANCORP Government Leasing and Finance, Inc. to initiate a lease purchase transaction. Terms of the lease would expire in advance of the 15 year useful life of the assets acquired. The City had obtained a rate of 2.05% for seven years.

Payments for the subject equipment would be 28 quarterly payments in advance at \$16,249.19 starting July 29, 2015, totaling \$454,977.32. The principal would be \$425,000.00 and interest costs would be \$29,977.32.

Mr. Welch further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-127 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

7. **RESOLUTION NO. 15-128, APPROVE A FEDERAL AID AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE COUNTY FOR THE 4700 SOUTH IMPROVEMENT PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 15-128 that would approve a Federal Aid Agreement with the Utah Department of Transportation and Salt Lake County, in the amount of \$281,000.00, for the 4700 South Improvement Project.

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He stated an environmental study had been approved by the Utah Department of Transportation (UDOT) and the Federal Highway Administration to evaluate the reconstruction of 4700 South from 4000 West to 5600 West. The exact scope of work to be performed would be defined during the design process.

The Federal Aid Agreement would enable the project to access Federal funds to begin the project. The total project cost for the project was anticipated to be \$8,302,135.00; that included a local match of 6.77% to be paid by West Valley City and Salt Lake County in the amount of \$562,055.00. Total Federal participation in the project would be in the amount of \$7,740,080.00. Under the agreement the City would be responsible for 50% of the matching funds, but the proportionate share of matching funds were defined in an Interlocal Cooperation Agreement between the City and Salt Lake County being executed concurrently to the subject Agreement.

Upon execution of the Federal Aid Agreement, the City and County could select a consultant engineering firm to design the project.

The subject Federal Aid Agreement would authorize the expenditure of funds through the entire project process, including design, right-of-way acquisition and construction. The matching funds would be paid during different phases of the project. Funds for design and early action items were included in the 2015-2016 Tentative Budget and funds would be budgeted in future budget years to cover right-of-way and construction costs.

Mr. Johnson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-128 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

8. **RESOLUTION NO. 15-129, APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR THE 4700 SOUTH IMPROVEMENT PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 15-129 that would approve an Interlocal Cooperation Agreement with Salt Lake County, in the amount of \$350,000.00, for the 4700 South Improvement Project.

He stated West Valley City and Salt Lake County received federal funds under the Surface Transportation Program (STP) to reconstruct a portion of 4700 South, a roadway shared between the two agencies. A Federal Aid Agreement was being executed by the City and County concurrently to the subject agreement. The Interlocal Cooperation Agreement addressed cost sharing between the City and County under the Federal Aid Agreement. West Valley City would be responsible for payment of matching funds and any overrun costs on improvements within its jurisdictional limits. It was anticipated that

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roughly one quarter of the project costs would be paid by the City. The maximum amount authorized by the subject agreement was in the amount of \$350,000.00, that would include payment of the City's share of matching funds and some potential project overruns above the federally programmed funds. The County would take the lead on the project but the City would participate during all phases of design and construction.

The matching funds would be paid during different phases of the project. Funds for design and early action items had been included in the 2015-2016 Tentative Budget and would be budgeted in future budget years to cover right-of-way and construction costs.

Mr. Johnson further discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-129 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

**9. RESOLUTION NO. 15-130, AWARD A CONTRACT TO RIDGE ROCK, INC. FOR THE 2015 ASPHALT POLYMER TREATMENT PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 15-130 that would award a contract to Ridge Rock, Inc., in an amount not to exceed \$249,134.36 with authorization to spend an amount not to exceed \$261,000.00 through change orders, for the 2015 Asphalt Polymer Treatment Project.

He stated bids were solicited for the 2015 Asphalt Polymer Treatment Project, and a total of five bids received, as follows:

Ridge Rock:	\$249,134.36
Top Job:	\$273,765.72
Eccles Paving:	\$285,041.39
Precision Asphalt:	\$293,806.73
Morgan Pavement Maintenance:	\$307,122.53

The lowest responsible bid had been submitted by Ridge Rock.

The project consisted of the application of a polymer mastic seal as a high-density roadway surface preservation treatment on several roads within the City. It was designed to seal the surface on newer pavements to prevent oxidation of the asphalt oil from water infiltration and ultraviolet exposure.

Areas of work included the following:

3145 South  
4760 West  
4355 West

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4140 West  
Pioneer Parkway  
Lemar Way  
Hawkeye Drive  
Eagle Glen Way  
Hawkeye Street  
Eagle Heights Drive  
Barton Crest Circle  
Various roads in the Highbury area  
Various roads in the Vistas neighborhood  
Various roads in the Westridge area

Mr. Johnson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-130 at the Regular Council Meeting scheduled July 28, 2015, at 6:30 P.M.

**10. COMMUNICATIONS:**

**A. POLICE DEPARTMENT OFFICER FIRST CLASS PROGRAM UPDATE**

City Manager, Wayne Pyle, advised due to time constraints the update regarding the Police Department Officer First Class Program would be rescheduled to the Study Meeting on August 11, 2015.

**B. COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events as follows:

July 16 –  
August 26, 2015                      Face of Utah Sculpture 11 Exhibit, UCCC Gallery

July 23, 2015                              Summer at the Station Free Concert Series – The  
Otter Creek Duo, Fairbourne Station, 6:30 P.M. –  
8:30 P.M.

July 27, 2015                              WorldStage! Free Summer Concert Series –  
Crescent Super Band, UCCC, 8:00 P.M. (Doors  
Open at 7:00 P.M.)

July 28, 2015                              Council Study Meeting, 4:30 P.M. and Regular  
Council Meeting, 6:30 P.M.

July 28 –  
August 7, 2015                              Early Voting Period for Municipal Primary

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- Election, City Hall Lobby, 10:00 A.M. – 3:00 P.M.  
(weekdays only)
- July 31, 2015 Move Live on Tour, Maverik Center, 8:00 P.M.
- July 31, 2015 Free Movies in the Park – *Princess Bride*,  
Centennial Park (Start at dusk – approx. 9:00 –  
9:30 P.M.)
- August 1, 2015 WVC Neighborhood Nights – Annual Police  
Department Safety Fair, Valley Fair Mall, 3601  
South 2700 West, 10:00 A.M. – 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.
- August 3, 2015 WorldStage! Free Summer Concert Series – World  
Travelers, UCCC, 8:00 P.M.
- August 4, 2015 Ribbon Cutting – Popeye’s, 5658 Parkway Blvd.  
8:30 A.M. – 9:00 A.M.
- August 4, 2015 National Night Out (Neighborhood block parties at  
various locations with 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 6, 2015 Summer at the Station Free Concert Series –  
Endless Summer, Fairbourne Station, 6:30 P.M. –  
8:30 P.M.
- August 10, 2015 WVC Neighborhood Nights – Senior Safety &  
Health Fair, Family Fitness Center, 9:00 A.M. –  
11:00 A.M.
- August 10, 2015 WorldStage! Free Summer Concert Series – Juana  
Ghani, UCCC, 8:00 P.M.
- August 11, 2015 Municipal Primary Election

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- August 11, 2015 Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
- August 11, 2015 R5 – Sometime Last Night Tour, Maverik Center, 7:00 P.M.
- August 12, 2015 WVC Neighborhood Nights – WVC Watch Wednesday, 6:00 P.M. – 7:00 P.M. and Chat with Police Chief, 7:00 P.M. – 8:00 P.M. at City Hall
- August 14, 2015 Free Movies in the Park – *Home*, Centennial Park (Start at dusk – approximately 9:00 – 9:30 P.M.)
- August 15, 2015 Arena Lacrosse Showcase Tour, Maverik Center, 7:00 P.M.
- August 17, 2015 WorldStage! Free Summer Concert Series – Legacy Series Ensemble, UCCC, 8:00 P.M.
- August 18, 2015 Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
- August 19, 2015 Harman Home Heritage Series – Utah’s Pioneer Band, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
- August 20, 2015 WVC Neighborhood Nights – Neighborhood Block Parties (Various locations in the City with details to follow)
- August 20, 2015 Summer at the Station Free Concert Series – The BD Howes Band, Fairbourne Station, 6:30 P.M. – 8:30 P.M.
- August 22, 2015 WVC Neighborhood Nights – Annual Dog Days of Summer Event and Dog Walker Watch Program, Family Fitness Center, 1:00 P.M. – 2:00 P.M.
- August 24, 2015 WorldStage! Free Summer Concert Series – Lahjit, UCCC, 8:00 P.M. (Doors open at 7:00 P.M.)
- August 25, 2015 Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.

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August 31, 2015	WVC Neighborhood Nights – Wrap-up Celebration, UCCC, 5:30 P.M. – 8:00 P.M.
September 1, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 7, 2015	Labor Day Holiday – City Hall closed
September 8, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 9, 2015	Lake Park Golf Social, Stonebridge Golf Course, 4415 Links Drive, 8:00 A.M. – 1:00 P.M.
September 15, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 16, 2015	Harman Home Heritage Series – Fiddle N Harp Sisters, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
September 20, 2015	Five Finger Death Punch & Papa Roach, Maverik Center, 6:30 P.M.
September 22, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 29, 2015	No Council Meetings Scheduled (5 <sup>th</sup> Tuesday)
October 6, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 13, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 20, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 20-30, 2015	Early Voting Period for Municipal General Election (Details to follow)
October 21, 2015	Harman Home Heritage Series – Sam Payne, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.

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October 27, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 3, 2015	Municipal General Election
November 3, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 10, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 11, 2015	Veterans Day Holiday – City Hall closed
November 17, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 18, 2015	Harman Home Heritage Series – Inspirational Art Association, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
November 24, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 26, 2015:	Thanksgiving Holiday – City Hall closed
December 1, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
December 8, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
December 15, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
December 16, 2015	Harman Home Heritage Series – Malcolm Judd (Filmmaker), 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
December 24, 2015	Christmas Holiday – City Hall closed

### C. **POTENTIAL FUTURE AGENDA ITEMS**

Upon inquiry regarding potential future agenda items, Councilmember Rushton expressed a desire to schedule an update regarding water conservancy at a Study

**MINUTES OF COUNCIL STUDY MEETING – JULY 21, 2015**

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Meeting in September 2015.

**11. COUNCIL REPORTS**

**A. COUNCILMEMBER COREY RUSHTON – FEDERAL AGENDA ITEMS**

Councilmember Rushton informed that he, City Manager Wayne Pyle, and Nicole Cottle, Assistant City Manager/CED Director, had spoken with Ron Hamm, the City's lobbyist in Washington, D.C., regarding Federal agenda items.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE STUDY MEETING OF TUESDAY, JULY 21, 2015, WAS ADJOURNED AT 6:25 P.M., BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, July 21, 2015.

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Sheri McKendrick, MMC  
City Recorder

## MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, JULY 28, 2015, AT 4:30 P.M., IN THE MULTI-PURPOSE ROOM, 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

Wayne Pyle, City Manager  
Sheri McKendrick, City Recorder

STAFF PRESENT:

Paul Isaac, Assistant City Manager, HR Director  
Nicole Cottle, Assistant City Manager/CED Director  
Eric Bunderson, City Attorney  
Jim Welch, Finance Director  
Kevin Astill, Parks and Recreation Director  
Russell Willardson, Public Works Director  
Lee Russo, Police Chief  
Sam Johnson, Strategic Communications Director  
Layne Morris, CPD Director  
Bob Fitzgerald, Acting Fire Chief  
Jake Arslanian, Public Works Department  
Steve Pastorik, CED Department  
Erik Brondum, Public Works Department  
Jason Erekson, Parks and Recreation Department  
Andrew Wallentine, Administration

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 14, 2015**

The Council read and considered Minutes of the Study Meeting held July 14, 2015. There were no changes, corrections or deletions.

After discussion, Councilmember Vincent moved to approve the Minutes of the Study Meeting held July 14, 2015, as written. Councilmember Lang seconded the motion.

A roll call vote was taken:

## MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015

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

Unanimous.

### 2. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED JULY 28, 2015**

Mayor Bigelow informed no new items had been added to the Agenda for the Regular Council Meeting scheduled later this night.

He informed two documents had been amended and replaced in the information provided to the Council, as follows: Item 8.C. – Ordinance No. 15-27 included changes from Council discussion the previous week; and Item No. 9.A. – issue paper was corrected to reflect the right dollar amount.

Upon inquiry, City Manager, Wayne Pyle, informed that Steve Pastorik, CED Department would give an overview of Applications ZT-3-2015 and GPZ-1-2015 (Item Nos. 8.C. and 8.D.) prior to opening the public hearings associated with those items.

Upon discussion, Councilmember Rushton stated parcels under two acres were in “zoning purgatory” as they were not included in the proposal. He indicated in the future those property owners would not have very many options by not being able to do a PUD as two 15,000 square foot lots did not fit and also accommodate a road. He explored if a motion should exclude those or have that be a separate “fix” at a later time.

City Council members discussed matters as follows: considering allowing ‘R-1-8’ for under two acres at the Council’s discretion; the need to look at contiguous land in infill areas; could be persuaded to go as small as ‘R-1-10’ but not ‘R-1-8’ for under two acres not contiguous with a larger parcel nor on list of properties related to these two applications; keeping ‘RM’ zone so that could also be an option for parcels under two acres; recommendation to not carve out specific exceptions tonight, but rather address those as they came up in the future; desire to be ahead of the game with ‘RM’ and infill pieces to be considered in the near future.

Upon inquiry, Steve Pastorik, CED Department, discussed issues related to ‘RM’ zoning and the City Council’s direction the previous week to review this zoning designation in the near future.

**MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015**

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Councilmember Vincent stated he desired to accommodate active senior 55+ housing developments. He indicated that would give some of these property owners surety that there would be some options for developing their properties.

Councilmember Buhler stated the 'RM' zoning issue, infill parcels, and redevelopment issues should be brought back to the City Council for further study and discussion.

Upon inquiry, there were no further questions or discussion by members of the City Council.

**3. AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED AUGUST 11, 2015:**

**A. EMPLOYEE OF THE MONTH, AUGUST 2015 – CANDACE MAYWEATHER-WHITAKER, PARKS AND RECREATION DEPARTMENT**

Upon inquiry, Councilmember Vincent stated he would read the nomination of Candace Mayweather-Whitaker, Parks and Recreation Department, to receive the Employee of the Month award for August of 2015, at the Regular Council Meeting scheduled August 11, 2015, at 6:30 P.M. Ms. Mayweather-Whitaker had been nominated for going above and beyond in her dedication to the youth and families of the West Valley City community.

**4. PUBLIC HEARINGS SCHEDULED AUGUST 11, 2015:**

**A. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING THE TENTATIVE BUDGET OF WEST VALLEY CITY FOR FISCAL YEAR 2015-2016**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled August 11, 2015, in order for the City Council to hear public input regarding the Tentative Budget of West Valley City for fiscal year 2015-2016.

Proposed Resolution No. 15-132 to be considered by the City Council after the public hearing, was discussed as follows:

**RESOLUTION NO. 15-132, ADOPTING A FINAL BUDGET; MAKING APPROPRIATIONS FOR THE SUPPORT OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016; AND DETERMINING THE RATE OF TAX AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN WEST VALLEY CITY, UTAH, TAXABLE BY LAW FOR THE YEAR 2015**

City Manager, Wayne Pyle, discussed proposed Resolution No. 15-132 that would adopt a Final Budget; make appropriations for the support of West Valley City for the fiscal year beginning July 1, 2015 and ending June 30, 2016; and

## MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015

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determine the rate of tax and levy taxes upon all real and personal property within West Valley City, Utah, taxable by law for the year 2015.

The City Manager advised changes to the budget had been incorporated as directed from the Council's previous discussion. He also informed that the Finance Director, Jim Welch, would make a presentation prior to the public hearing for benefit of those in attendance at the meeting.

Mr. Pyle answered questions from members of the City Council.

The City Council will hold a public hearing and consider proposed Resolution No. 15-132 at the Regular Council Meeting scheduled August 11, 2015, at 6:30 P.M.

5. **RESOLUTION NO. 15-133, APPROVE MOD NO. 1A TO THE FEDERAL AID SUPPLEMENTAL AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS AT 4100 SOUTH 1300 WEST, 4100 SOUTH 2700 WEST, AND 4100 SOUTH 4000 WEST**

Erik Brondum, Public Works Department, discussed proposed Resolution No. 15-33 that would approve Mod No. 1A to the Federal Aid Supplemental Agreement with the Utah Department of Transportation for traffic signal improvements at 4100 South 1300 West, 4100 South 2700 West, and 4100 South 4000 West.

He stated additional Federal funds had been requested in the amount of \$400,000 to cover estimated costs associated with the improvements at the intersection of 4100 South and 4000 West. The supplemental agreement covered the additional local matching funds of \$27,080.00.

The Utah Department of Transportation (UDOT) had allocated \$1,500,000 for traffic signal improvements at the intersections of 4100 South at 1300 West, 2700 West and 4000 West from the Federal Highway Safety Improvement Program (HSIP).

The Federal Aid Agreement for the project had been approved under Resolution No. 14-185 in November of 2014, with local matching funds of \$76,162.50. A modification to the Agreement for an additional \$500,000 added \$33,850 to the required match, approved under Resolution No. 15-65 in April 2015.

Mr. Brondum further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-133 at the Regular Council Meeting scheduled August 11, 2015, at 6:30 P.M.

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**6. CONSENT AGENDA SCHEDULED AUGUST 11, 2015:**

**A. RESOLUTION NO. 15-134, RATIFY THE CITY MANAGER'S APPOINTMENT OF DEANN VARNEY AS A DEPUTY CITY RECORDER**

Mayor Bigelow discussed proposed Resolution No. 15-134 that would ratify the City Manager's appointment of DeAnn Varney as a Deputy City Recorder.

The City Recorder's Office required a Deputy City Recorder to act as the City Recorder when assigned to do so.

**B. RESOLUTION NO. 15-135, RATIFY THE CITY MANAGER'S APPOINTMENT OF ANGEL PEZELY AS A DEPUTY CITY RECORDER**

Mayor Bigelow discussed proposed Resolution No. 15-135 that would ratify the City Manager's appointment of Angel Pezely as a Deputy City Recorder.

The City Recorder's Office required a Deputy City Recorder to act as the City Recorder when assigned to do so.

Upon inquiry, there were no questions regarding items scheduled on the Consent Agenda.

The City Council will consider proposed Resolution Nos. 15-134 and 15-135 as listed on the Consent Agenda at the Regular Council Meeting scheduled August 11, 2015, at 6:30 P.M.

**7. COMMUNICATIONS:**

**A. SKATEPARK UPDATE**

Parks and Recreation Director, Kevin Astill, discussed background information regarding the skatepark project. He introduced Jason Ereksen, Assistant Parks and Recreation Director, and Aaron Allred from Think Architecture. He advised that the architect was working on the plans with additional scope of work recently approved by the City Council.

Mr. Ereksen reviewed a drawing of the skatepark and explained planning and construction was right in the middle of the schedule. He discussed the original contract that included certain items in the skatepark and an addendum adding landscaping and parking. The tentative construction schedule was also discussed.

Aaron Allred, Think Architecture, further reviewed the drawing and gave details regarding the design features of the skatepark by area.

Mr. Ereksen and Mr. Allred also answered questions from members of the City Council.

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**B. REVIEW DRAFT AGENDAS FOR REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND BUILDING AUTHORITY MEETINGS SCHEDULED AUGUST 11, 2015**

City Manager, Wayne Pyle, reviewed the following items on drafted Agendas for the Redevelopment Agency, Housing Authority, and Building Authority Meetings scheduled August 11, 2015: Redevelopment Agency Agenda included consideration of minutes and three proposed resolutions; Housing Authority Agenda included consideration of minutes and two proposed resolution; and the Building Authority Agenda included consideration of minutes and two proposed resolutions.

Upon inquiry, there were no questions regarding items scheduled on the above-referenced Agendas.

**C. COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager outlining and informing of upcoming events as follows:

- |                              |  |
|------------------------------|--|
| July 16 –<br>August 26, 2015 | Face of Utah Sculpture 11 Exhibit, UCCC Gallery  |
| July 28 –<br>August 7, 2015  | Early Voting Period for Municipal Primary Election, City Hall Lobby, 11:00 A.M. – 3:00 P.M. (weekdays only)                    |
| July 31, 2015                | Move Live on Tour, Maverik Center, 8:00 P.M.   |
| July 31, 2015                | Free Movies in the Park – Princess Bride, Centennial Park (Start at dusk – approx. 9:00 - 9:30 P.M.)                           |
| August 1, 2015               | WVC Neighborhood Nights – Annual Police Department Safety Fair, Valley Fair Mall, 3601 South 2700 West, 10:00 A.M. – 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.                       |
| August 3, 2015               | WorldStage! Free Summer Concert Series – World Travelers, UCCC, 8:00 P.M.  |
| August 4, 2015               | Ribbon Cutting – Popeye’s, 5658 Parkway Blvd. 8:30 A.M. – 9:00 A.M.  |

## MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015

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August 4, 2015	National Night Out (Neighborhood block parties at various locations / 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 6, 2015	Summer at the Station Free Concert Series – Endless Summer, Fairbourne Station, 6:30 P.M. – 8:30 P.M.
August 10, 2015	WVC Neighborhood Nights - Senior Safety & Health Fair, Family Fitness Center, 9:00 A.M. – 11:00 A.M.
August 10, 2015	WorldStage! Free Summer Concert Series – Juana Ghani, UCCC, 8:00 P.M. (Doors open at 7:00 P.M.)
August 11, 2015	Municipal Primary Election
August 11, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
August 11, 2015	R5 – Sometime Last Night Tour, Maverik Center, 7:00 P.M.
August 12, 2015	WVC Neighborhood Nights – WVC Watch Wednesday, 6:00 P.M. – 7:00 P.M. and Chat with Police Chief, 7:00 P.M. – 8:00 P.M. at City Hall
August 14, 2015	Free Movies in the Park – <i>Home</i> , Centennial Park (Start at dusk – approx. 9:00 - 9:30 P.M.)
August 15, 2015	Grand Opening/Ribbon Cutting – Salt Lake Community College West Valley Center, 3500 South 5600 West, 10:00 A.M. – 2:00 P.M.
August 15, 2015	Arena Lacrosse Showcase Tour, Maverik Center, 7:00 P.M.
August 17, 2015	WorldStage! Free Summer Concert Series – Legacy Series Folk Ensemble, UCCC, 8:00 P.M.
August 18, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.

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August 19, 2015	Harman Home Heritage Series – Utah’s Pioneer Band, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
August 20, 2015	WVC Neighborhood Nights – Neighborhood Block Parties (Various locations / details to follow)
August 20, 2015	Summer at the Station Free Concert Series – The BD Howes Band, Fairbourne Station, 6:30 P.M. – 8:30 P.M.
August 22, 2015	WVC Neighborhood Nights – Annual Dog Days of Summer Pooch Plunge Event, 12 Noon and Launch of Dog Walker Watch Program, Family Fitness Center, 1:00 P.M. – 2:00 P.M.
August 24, 2015	WorldStage! Free Summer Concert Series – Lahjit, UCCC, 8:00 P.M.
August 25, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
August 31, 2015	WVC Neighborhood Nights – Wrap-up Celebration, UCCC, 5:30 P.M. – 8:00 P.M.
September 1, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 7, 2015	Labor Day Holiday – City Hall closed
September 8, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 9, 2015	Lake Park Golf Social, Stonebridge Golf Course, 4415 Links Drive, 8:00 A.M. – 1:00 P.M.
September 15, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 16, 2015	Harman Home Heritage Series – Fiddle N Harp Sisters, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
September 20, 2015	Five Finger Death Punch & Papa Roach, Maverik Center, 6:30 P.M.

## MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015

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September 22, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
September 29, 2015	No Council Meetings Scheduled (5 <sup>th</sup> Tuesday)
October 6, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 13, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 20, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
October 20-30, 2015	Early Voting Period for Municipal General Election (Details to follow)
October 21, 2015	Harman Home Heritage Series – Sam Payne, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
October 27, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 3, 2015	Municipal General Election
November 3, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 10, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 11, 2015	Veterans Day Holiday – City Hall closed
November 17, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 18, 2015	Harman Home Heritage Series – Inspirational Art Association, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
November 24, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
November 26, 2015	Thanksgiving Holiday – City Hall closed
December 1, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.

**MINUTES OF COUNCIL STUDY MEETING – JULY 28, 2015**

**-10-**

December 8, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
December 15, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
December 16, 2015	Harman Home Heritage Series – Malcolm Judd (Filmmaker), 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
December 24, 2015	Christmas Holiday – City Hall closed

8. **POTENTIAL FUTURE AGENDA ITEMS**

Upon inquiry by Mayor Bigelow, there were no future agenda items to be discussed.

9. **COUNCIL REPORTS**

A. **COUNCILMEMBER LARS NORDFELT – FOOD TRUCK THURSDAY EVENT AND CONCERT AT UCCC**

Councilmember Nordfelt advised he attended the weekly Food Truck Thursday event the previous week and it had been a great event and well attended.

He stated the concert held at the Utah Cultural Celebration Center (UCCC) the previous night had also been a good event.

B. **COUNCILMEMBER STEVE BUHLER – BANDS AT FOOD TRUCK THURSDAY EVENT**

Councilmember Buhler suggested the volume for bands at the Food Truck Thursday event be turned up, as the food trucks were noisy making it hard to hear the music.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE STUDY MEETING OF TUESDAY, JULY 28, 2015, WAS ADJOURNED AT 5:25 P.M., BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, July 28, 2015.

---

Sheri McKendrick, MMC  
City Recorder

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

**ISSUE:**

S-11-2015 – JG Subdivision – Amending Lot 31A West Valley Truck Center Subdivision

**SYNOPSIS:**

Applicant: Fred Cox  
Proposal: Final Plat Approval  
Location: 5557 West 2400 South  
Zoning: M

**BACKGROUND:**

The original West Valley Truck Center Subdivision was recorded in 1998. The subdivision has been a great asset to the City and to businesses in the trucking industry. Lots platted in the original subdivision were to accommodate a variety of uses associated with the trucking industry. Although many of the original lots remain as platted, a few modifications have taken place over the years to accommodate changes within the subdivision.

The City Council may recall that a few weeks ago, an amendment to lots 16, 17 and 31 of the original subdivision was reviewed and approved. That particular plat was submitted as a result of the extension of 2400 South out to 5600 West. The extension of that road eliminated the existing cul-de-sac and re-defined what is known today as lot 31A.

The proposed subdivision will take the existing lot and divide it into three unique lots. All lots are over 1 acre in size and meet development requirements of the M zone. Access will be gained from 2400 South and from 2455 South. Although three lots are being proposed, it is anticipated that one large development will occur. Should that be the case, the property owner would need to provide documents related to cross access and parking easements. While each lot has frontage on a dedicated right-of-way, staff would also recommend that drainage easements be provided as well.

As mentioned earlier, 2400 South will be extended to the west. Due to this location becoming a major intersection, the traffic signal from 2455 South will be relocated to this site. The intersection at 2400 South will provide a west connection for a future road system that will serve properties to the west of 5600 West.

**RECOMMENDATION:**

The Planning Commission approved this application.

**SUBMITTED BY:**

Steve Lehman, Current Planning Manager

**WEST VALLEY CITY, UTAH**

**ORDINANCE NO. \_\_\_\_\_**

Draft Date: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**AN ORDINANCE APPROVING THE AMENDMENT OF LOT 31A  
OF THE WEST VALLEY TRUCK CENTER LOTS 16, 17 AND 31  
AMENDED SUBDIVISION LOCATED IN WEST VALLEY CITY  
UTAH.**

**WHEREAS**, the City is in receipt of petition S-11-2015, proposing an amendment to lot 31A of the West Valley Truck Center Lots 16, 17 and 31 Amended Subdivision located at approximately 2400 South 5600 West; and

**WHEREAS**, the purpose for the application is to create additional lots within said lot 31A; and

**WHEREAS**, proper notice was given and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

**WHEREAS**, the City Council finds that after the public hearing, that there is good cause for the plat amendment, and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

**Section 1.** The amendment to lot 31A of the West Valley Truck Center Lots 16, 17 and 31 Amended Subdivision located at approximately 2400 South 5600 West and as shown in Petition No. S-11-2015, is hereby approved.

**Section 2.** This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

**Section 3.** The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

**Section 4.** This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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



WEST VALLEY CITY  
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT  
DEPARTMENT

July 9, 2015

Fred Cox  
4466 Early Duke Street  
West Valley City, UT 84120

Dear Mr. Cox:

The West Valley City Planning Commission voted on July 8, 2015 to recommend to the City Council a plat amendment to lot 31 of the West Valley Truck Center Subdivision on application #S-11-2015. This amendment will create 3 lots to be known as the JG Subdivision. The property is located at 5557 W 2400 S.

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-11-2015**

**JG Subdivision – Amending lot 31A West Valley Truck Center Lots 16, 17 and 31 Amended.**  
**2400 South 5600 West**  
**M Zone**

**BACKGROUND**

Fred Cox, representing the land owner is requesting a plat amendment for lot 31A of the West Valley Truck Center Subdivision. This subdivision was reviewed and approved by the Planning Commission on June 24, 2015.

**STAFF/AGENCY CONCERNS:**

There are no staff or agency concerns with this application.

**ISSUES:**

The original West Valley Truck Center Subdivision was recorded in 1998. The subdivision has been a great asset to the City and to businesses in the trucking industry. Lots platted in the original subdivision were to accommodate a variety of uses associated with the trucking industry. Although many of the original lots remain as platted, a few modifications have taken place over the years to accommodate changes within the subdivision.

The Planning Commission may recall that a few weeks ago, an amendment to lots 16, 17 and 31 of the original subdivision was reviewed and approved. That particular plat was submitted as a result of the extension of 2400 South out to 5600 West. The extension of that road eliminated the existing cul-de-sac and defined what is known today as lot 31A.

The proposed subdivision will take the existing lot and divide it into three unique lots. All lots are over 1 acre in size and meet development requirements of the M zone. Access will be gained from 2400 South and from 2455 South. Although three lots are being proposed, it is anticipated that one large development will occur. Should that be the case, the property owner would need to provide documents related to cross access and parking easements. While each lot has frontage on a dedicated right-of-way, staff would also recommend that drainage easements be provided as well.

**STAFF ALTERNATIVES:**

- A. Approval of the plat amendment.
- B. Continuance to allow for more discussion regarding the application.

**Applicant:**

Fred Cox  
4466 Early Duke Street

**Discussion:** Steve Lehman presented the application. Fred Cox, the applicant, stated that there are a total of three lots proposed with each lot being over an acre in size. He indicated that the northwest corner was specifically requested to be 1.5 acres. Mr. Cox stated that the three lots will likely share access agreements, parking agreements, and storm drain connections. He indicated that due to the location of the northwest corner in relation to the intersection of 2400 S and 5600 W, there will likely be no direct access onto this parcel. He stated that the overall layout can be easily designed to coordinate with one another. Mr. Cox indicated that this property is not part of a CCR as other properties in the area are. He stated that the southwest corner lot will likely be a good location for retail since it faces 5600 W and can even be used to access the other two properties. He indicated that a drive aisle will likely be added between 2 of the parcels to reach the rear one.

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

Commissioner Fuller seconded the motion.

**Roll call vote:**

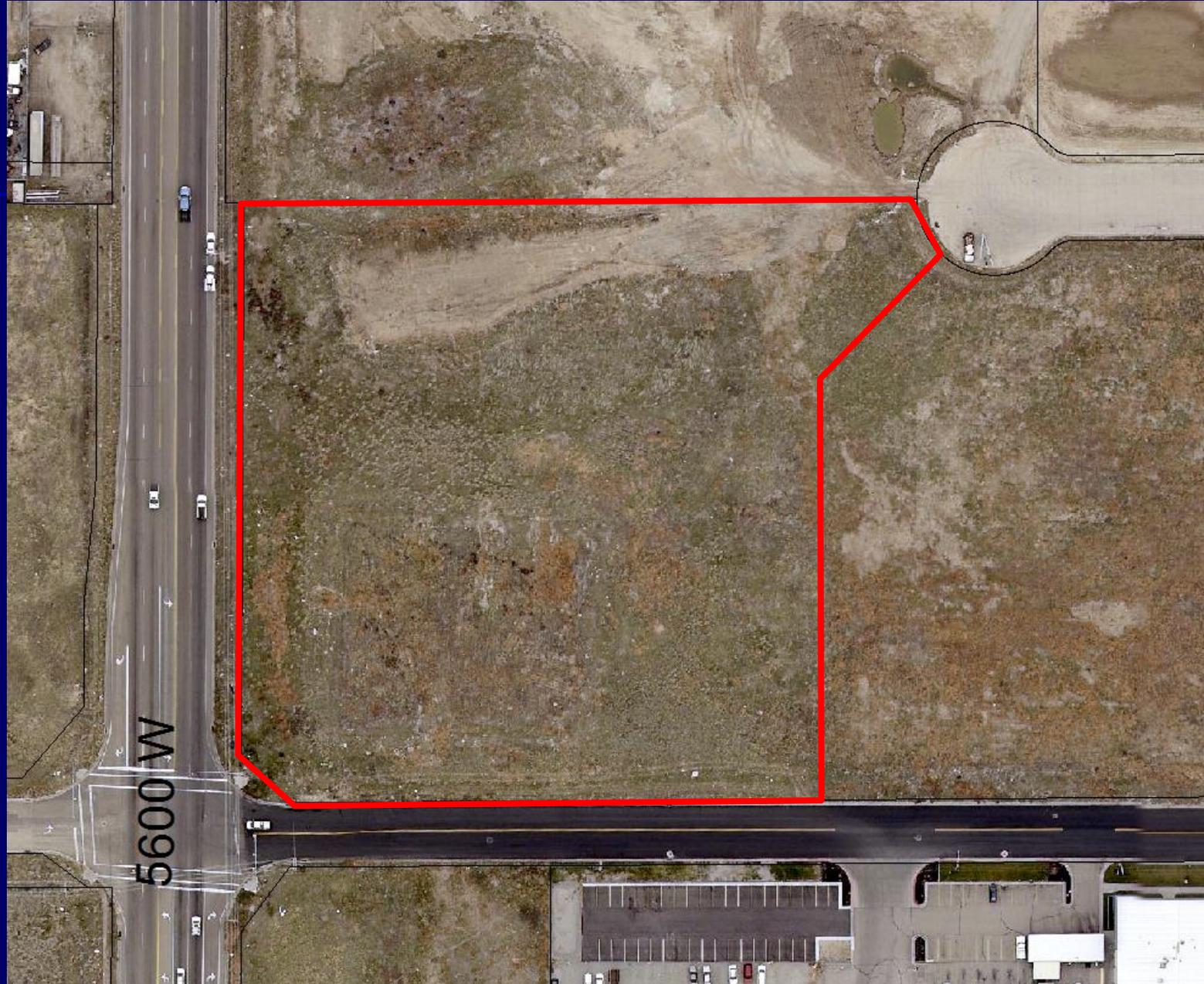
Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Winters	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

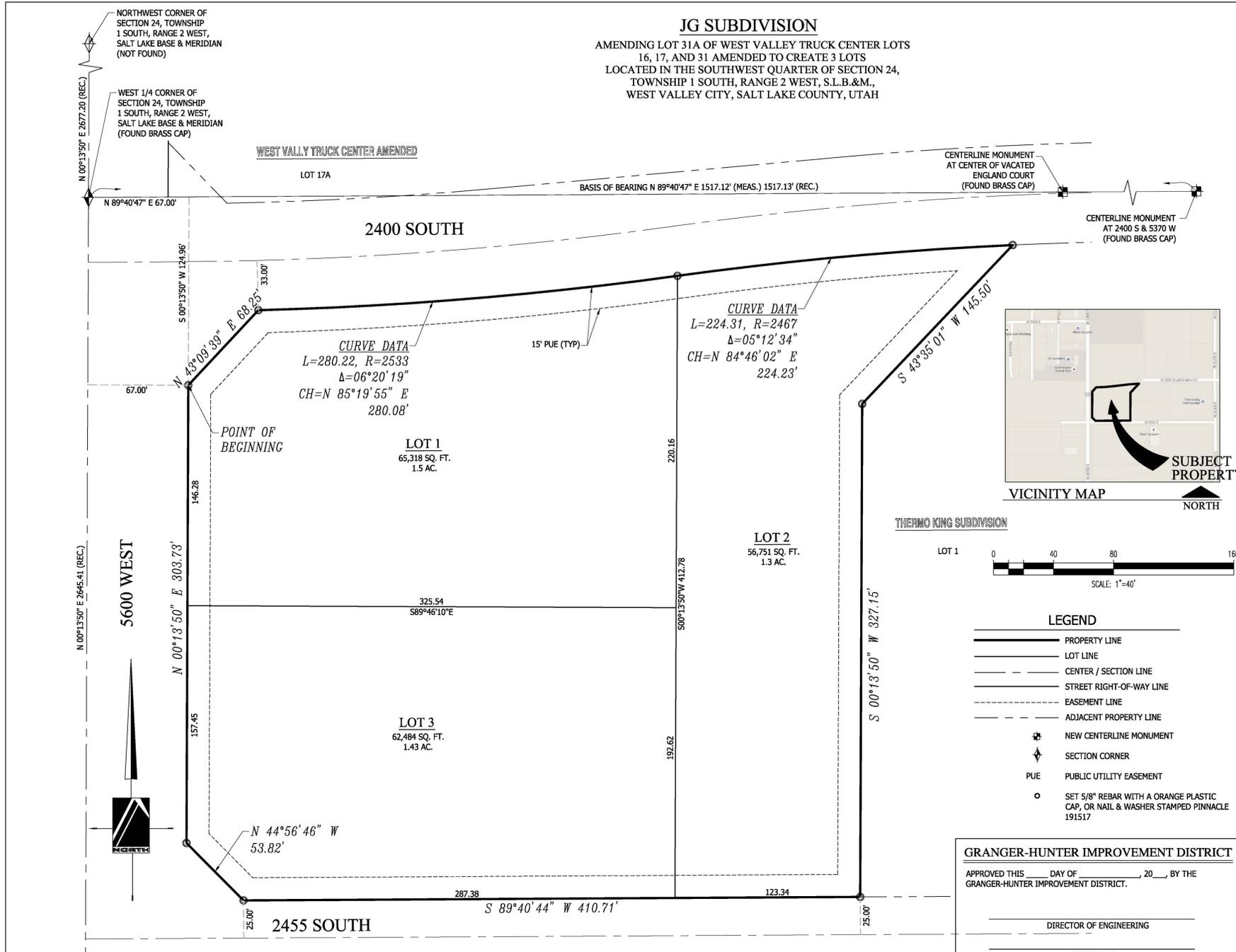
**Unanimous-S-11-2015- Approved**

**S-11-2015** Petition by **FRED COX**, representing the property owner, requesting a **plat amendment** to lot 31 of the West Valley Truck Center Subdivision. The amendment of this lot will create 3 lots to be known as the JG subdivision. The property consists of 3 lots on 4.24 acres, is located at 5557 W 2400 S, and is zoned 'M' (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)



**S-11-2015** Petition by **FRED COX**, representing the property owner, requesting a **plat amendment** to lot 31 of the West Valley Truck Center Subdivision. The amendment of this lot will create 3 lots to be known as the JG subdivision. The property consists of 3 lots on 4.24 acres, is located at 5557 W 2400 S, and is zoned 'M' (manufacturing). (Staff- **Steve Lehman** at 801-963-3311)





#### SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, 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: JG SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

#### BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 31A OF JG SUBDIVISION, SAID POINT BEING LOCATED NORTH 89°40'47" EAST 67.00 FEET AND SOUTH 00°13'50" WEST 124.96 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 43°09'39" EAST 68.25 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 280.22 FEET ALONG THE ARC OF A 2533 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°20'19" (CHORD BEARS NORTH 85°19'55" EAST 280.08 FEET) TO A POINT OF REVERSE CURVATURE; THENCE 224.31 FEET ALONG THE ARC OF A 2467 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°12'34" (CHORD BEARS NORTH 84°46'02" EAST 224.23 FEET); THENCE SOUTH 43°35'01" WEST 145.50 FEET; THENCE SOUTH 00°13'50" WEST 327.15 FEET; THENCE SOUTH 89°40'41" WEST 410.71 FEET; THENCE NORTH 44°56'46" WEST 53.82 FEET; THENCE NORTH 00°13'50" EAST 303.73 FEET TO THE POINT OF BEGINNING.

CONTAINS: 184,572 SQ. FT. / 4.24 AC. - 3 LOTS

DATE \_\_\_\_\_ STEPHEN J. FACKRELL  
LICENSE NO. 191517

#### OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREOF DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, HEREAFTER KNOWN AS JG SUBDIVISION, DO HEREBY DEDICATE, GRANT AND CONVEY FOR PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY EASEMENTS AS SHOWN HEREON TO WEST VALLEY CITY.

IN WITNESS WHEREOF \_\_\_\_\_ HAVE HEREUNTO SET \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_.

#### ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER ( ) OF THE ABOVE OWNER'S DEDICATION, \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

#### JG SUBDIVISION

AMENDING LOT 31A OF WEST VALLEY TRUCK CENTER LOTS  
16, 17, AND 31 AMENDED TO CREATE 3 LOTS  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, S.L.B.&M.,  
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

**PINNACLE**  
Engineering & Land Surveying, Inc.  
2720 North 350 West, Suite #108 Phone: (801) 773-1910  
LAYTON, UT 84041 Fax: (801) 773-1925

#### GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE  
GRANGER-HUNTER IMPROVEMENT DISTRICT.

\_\_\_\_\_  
DIRECTOR OF ENGINEERING  
PRINT NAME

**SALT LAKE VALLEY HEALTH DEPARTMENT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE  
SALT LAKE VALLEY HEALTH DEPARTMENT.  
\_\_\_\_\_  
PRINT NAME

**CITY ATTORNEY**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE  
WEST VALLEY CITY ATTORNEY.  
\_\_\_\_\_  
CITY ATTORNEY  
\_\_\_\_\_  
PRINT NAME

**WEST VALLEY CITY PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST  
VALLEY CITY PLANNING COMMISSION.  
\_\_\_\_\_  
COMMISSION CHAIR  
\_\_\_\_\_  
PRINT NAME

**WEST VALLEY CITY ENGINEER'S CERTIFICATE**  
I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS  
OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION  
ON FILE AND IS HEREBY APPROVED.  
\_\_\_\_\_  
CITY ENGINEER DATE  
\_\_\_\_\_  
PRINT NAME

**WEST VALLEY CITY COUNCIL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE WEST  
VALLEY CITY COUNCIL.  
\_\_\_\_\_  
RECORDER PRINT NAME  
\_\_\_\_\_  
CITY MANAGER PRINT NAME

**SALT LAKE COUNTY RECORDER**  
RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_  
RECORDED AS ENTRY NUMBER \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE \$ \_\_\_\_\_ SALT LAKE COUNTY RECORDER

Item #:	_____
Fiscal Impact:	None
Funding Source:	_____
Account #:	_____
Budget Opening Required:	No

**ISSUE:**

Approval of a Local Government Contract for construction management with Taylorsville and TEA Group Transportation Engineering Alliance through UDOT for construction management of traffic signal improvements at three intersections on 4100 South; 1300 West, 2700 West and 4000 West.

**SYNOPSIS:**

This is the consultant contract that goes along with the Federal Aid Agreement that was approved by the City Council in November 2014. No additional funds are being requested. TEA Group was selected for construction management for the project.

**BACKGROUND:**

In November 2014 the City Council approved the Federal Aid Agreement with UDOT for the City's portion of the matching funds for this project.

**RECOMMENDATION:**

Approve Local Government Contract for construction management with Taylorsville and TEA Group Transportation Engineering Alliance through UDOT.

**SUBMITTED BY:**

Erik W. Brondum, P.E., Transportation Engineer

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN WEST VALLEY CITY, TAYLORSVILLE CITY, THE UTAH DEPARTMENT OF TRANSPORTATION AND TEA GROUP TRANSPORTATION ENGINEERING FOR CONSTRUCTION MANAGEMENT OF TRAFFIC SIGNAL IMPROVEMENTS AT THREE INTERSECTIONS ON 4100 SOUTH – 1300 WEST, 2700 WEST AND 4000 WEST.**

**WHEREAS**, West Valley City (the “City”), Taylorsville City (“Taylorsville”) and the Utah Department of Transportation (“UDOT”) previously entered into a Federal Aid Agreement for funding of traffic signal improvements at three intersections on 4100 South – 1300 West, 2700 West and 4000 West (the “Project”); and

**WHEREAS**, TEA Group Transportation Engineering (“TEA”) has been selected for construction management for the Project; 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 “Local Government Contract” (hereinafter the “Agreement”) has been prepared for execution by and between the City, UDOT, Taylorsville and TEA, a copy of which is attached hereto, and which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement between the City, UDOT, Taylorsville and TEA;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement between West Valley City, UDOT, Taylorsville and TEA is hereby approved in substantially the form attached, 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



# LOCAL GOVERNMENT CONTRACT

STATE OF UTAH  
LOCAL GOVERNMENT  
ENGINEERING SERVICES  
2013-2016 LG POOL (DIRECT SELECT)  
COST PLUS FIXED FEE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

Project No.: F-LC35(248)  
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps  
FINET Prog No.: 5433513C  
PIN No.: 12225  
Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between West Valley City, City of Taylorsville, referred to as LOCAL AUTHORITY and

T E A Group Transportation Engineering Alliance  
9025 South 1300 East  
Sandy, UT 84094

**Legal Status of Consultant:** Limited Liability Corp  
**Fed ID No.:** 75-3158363

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Construction Engineering Management services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate August 31, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$119,557.15 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees
- Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT - T E A Group Transportation Engineering Alliance**

By: [Signature] Date: 7/30/15  
Title: \_\_\_\_\_  
Printed Name: President, Darnen Roseston

**LOCAL AUTHORITY - West Valley City**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

By: [Signature] Date: 7-27-15  
Title: Engineer for Reconstruction

**LOCAL AUTHORITY - City of Taylorsville**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

APPROVED AS TO FORM  
West Valley City Attorney's Office

By: [Signature]  
Date: 8.6.15

**DEPARTMENT Comptroller's Office**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Contract Administrator

## CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of T E A Group Transportation Engineering Alliance and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

## CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of West Valley City, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

## CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of City of Taylorsville, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (c) employ or retain, or agree to employ or retain, any firm or person, or
- (d) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
- (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.
- The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
- (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

- 12. REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
- 13. NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

**14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**

**MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

**15. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

- 16. CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
- 17. CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
- 18. OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

- 19. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

- 20. PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
- 21. DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
- 22. CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
- 23. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
- 24. CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

- 25. TERMINATION:** This contract may be terminated as follows:
- (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
  - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
  - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

- 26. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
- 27. ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

- 28. REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 29. COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
- 30. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website [www.udot.utah.gov/go/rowprojectwiseguide](http://www.udot.utah.gov/go/rowprojectwiseguide). (*Provision revised September 30, 2013.*)
- 31. GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
- 32. WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

- 33. GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
- 34. IF THIS CONTRACT IS FOR DESIGN:**
- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
  - (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website [www.udot.utah.gov/go/pdnpdn](http://www.udot.utah.gov/go/pdnpdn), which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)
- 35. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**
- (a) **Construction Administration**  
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
  - (b) **Materials Testing and Inspection**  
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
  - (c) **Acceptance Testing/Inspection**  
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
  - (d) **Independent Assurance Testing**  
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**  
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**  
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

**36. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL**

**CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

**40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

This is a local govt project for WVC & Taylorsville. Represent the Department (UDOT) in providing Construction Engineering Services for this 3 intersection improvement project. Interpret plans, specs, and UDOT standards. Process payment estimates; coordinate contractor work schedule and sequencing; coordinate progress meetings; provide project issue resolution; negotiate and prepare change orders; document federal worker and material compliance; perform inspections and material testing to standards; and other duties required to act on behalf of UDOT to oversee the contractor in building this project to federal requirements and documentation. Oversee a safe working environment in conjunction with a safe travel corridor. Coordinate with local govts to disseminate public information. Coordinate with stakeholders, other projects, third party utilities, UDOT personnel, and federal entities to accomplish tasks. Provide adequate, qualified, experienced, and available personnel.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages 2 through 12:

(a) Approval Memo

(b) Executive Summary

(c) Detailed Work Plan

(d) Personnel/Staffing Plan

(e) Schedule

(1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by August 31, 2016.

(2) Project/Contract Period: The project/contract will terminate August 31, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.



# Contract Approval Memo

Memo Printed on: July 13, 2015 10:57 AM



**PM Approval Date:** July 8, 2015

**UDOT PM:** Oanh Amber Le-Spradlin

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

## PROJECT INFORMATION

**PIN:** 12225  
**Project No.:** F-LC35(248)  
**Job/Proj:**  
**PIN Description:** 4100 S; 4000 W, 2700 W & 1300 W Signal Imps

## CONTRACT INFORMATION

**CS Admin:** Devon Tonks  
**Contract No.:** New Construction Engineering Management Services  
**Mod No.:**  
**Expiration Date:** August 31, 2016  
**Contract/Mod Amount:** \$119,557.15  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** POOL - GE / LG (DIRECT SELECT)  
**Period:** 2013-2016 GE / LG  
**Phase:** CONSTRUCTION ENGINEERING  
**Disciplines:** CONSTRUCTION ENGINEERING MANAGEMENT

## CONTACTS

Consultant	Local Government	Local Government #2
T E A GROUP TRANSPORTATION ENGINEERING	West Valley City	City of Taylorsville
Darren Rosenstein	Erik Brondum	John Taylor
9025 SOUTH 1300 EAST SANDY, UT 84094	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84	2600 W TAYLORSVILLE BL TAYLORSVILLE, UT 84118
	(801) 963-3406	(801) 558-2465
	ERIK.BRONDUM@WVC-UT	JTAYLOR@TAYLORSVILLE



# UDOT Consultant Services Local Government Approval Memo

Memo Printed on: July 13, 2015 10:57 AM



## PROJECT INFORMATION

**PIN:** 12225  
**Project No.:** F-LC35(248)  
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**Phase:** CONSTRUCTION ENGINEERING  
**Discipline:** CONSTRUCTION ENGINEERING MANAGEMENT

## CONTACTS

Consultant	Local Government
T E A GROUP TRANSPORTATION ENGINEERING	West Valley City
Darren Rosenstein	Erik Brondum
9025 SOUTH 1300 EAST	3600 CONSTITUTION BLVD
SANDY, UT 84094	WEST VALLEY CITY, UT 84119-2057
(801)733-5000	(801) 963-3406
darren@teagroup.net	ERIK.BRONDUM@WVC-UT.GOV

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Oanh Amber Le-Spradlin. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$150,000.00 for the life of the contract, including any and all future modifications.

 7/21/15  
 Local Government Signature Date



# UDOT Consultant Services Local Government Approval Memo

Memo Printed on: July 13, 2015 10:57 AM



## PROJECT INFORMATION

**PIN:** 12225  
**Project No.:** F-LC35(248)  
**Job/Proj:**  
**PIN Description:** 4100 S; 4000 W, 2700 W & 1300 W Signal Imps

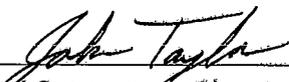
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**Phase:** CONSTRUCTION ENGINEERING  
**Discipline:** CONSTRUCTION ENGINEERING MANAGEMENT

## CONTACTS

Consultant	Local Government
T E A GROUP TRANSPORTATION ENGINEERING	City of Taylorsville
Darren Rosenstein	John Taylor
9025 SOUTH 1300 EAST	2600 W TAYLORSVILLE BLVD
SANDY, UT 84094	TAYLORSVILLE, UT 84118-2208
(801)733-5000	(801) 558-2465
darren@teagroup.net	JTAYLOR@TAYLORSVILLEUT.GOV

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Oanh Amber Le-Spradlin. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$150,000.00 for the life of the contract, including any and all future modifications.

  
 Local Government Signature

  
 Date

# TEA GROUP TRANSPORTATION ENGINEERING ALLIANCE

Prime

## UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

### Brief Description

#### - BRIEF DESCRIPTION

- o Transportation Engineering Alliance (TEA Group) will provide full CEM services for all aspects of the **4100 South; 40<sup>th</sup> West, 27<sup>th</sup> West, & 13<sup>th</sup> West & Signal Improvements Project.** The services will include staffing the project with a Resident Engineer, Field Engineer, Administrative Staff, Field Inspection & Testing Staff, Materials Lab, QC/QA, and Materials Testing Technicians.
- o Prior to construction, key members of our Engineering staff will participate in the PS&E team meeting and aid in the preparation of the final advertising package. Upon selection of a prime contractor, we will plan and conduct a preconstruction meeting & informal partnering meeting with all project stakeholders and the prime contractor.
- o During construction, we will plan and conduct all weekly construction coordination meetings and perform Construction Management, Field Engineering, Field Inspection, Project Administration, Materials Testing, and QC/QA in accordance with UDOT's Standard Specifications, MS&TR, MOI, and FHWA guidelines.
- o Upon completion of construction, our CEM team will coordinate a final project walkthrough and generate a punchlist of work for the contractor to perform prior to achieving the Physical Completion Milestone. Upon Physical Completion, TEA Group will prepare the project file for Contract Completion/Final Acceptance and submit it to UDOT Central for Final Closeout.

### Project Team

- o TEA Group is the only consultant that will perform work on this contract

## Assumptions

### - ASSUMPTIONS

- o The project has not been awarded to a prime contractor so construction & shift durations may vary based on the Prime Contractor's CPM Schedule and phasing of construction activities. We have based our quote on a 6 week construction duration where the contractor works five days a week and only works one (10 hour) shift per day.
- o We are anticipating daily inspection shift durations to be 11 hours long. This estimate was based off of a Monday to Friday work schedule starting at 7:00 am and ending at 5:00 PM. We are also accounting for a 30 minute round trip commute and 30 minutes of documentation daily.
- o We estimate it will take 1 full time inspector and one part time field engineer for the estimated (6) week duration to properly staff the project with adequate field inspection, engineering, & testing support.
- o Please note that the hours estimated do not account for the contractor working double shifts or weekends during construction.

## Phasing

### - PHASING

- o PS&E will start at TEA Group's NTP and continue through December 2015.
- o The project will advertise in early January 2016.
- o The Preconstruction meeting will be held in early March 2016.
- o Construction will start approximately March 15<sup>th</sup>, 2016
- o Construction duration is anticipated to be **42 Calendar Days**
- o Substantial Completion is anticipated for April 25<sup>th</sup>, 2015
- o Physical Completion / Contract Completion will be recorded < 30 days after Substantial
- o Final Acceptance will be recorded < 30 days after Physical
- o UDOT Complex will receive project file < 30 days after Final Acceptance

## Fee Type

- o Cost + Fixed Fee

# TEA GROUP TRANSPORTATION ENGINEERING ALLIANCE

Prime

## UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

### Activity: 85C

#### 85C - PRECONSTRUCTION

- Consists of all activities up to and including Preconstruction Meeting.
- Review Plans - TEA Group's CEM team will perform an internal review of the project plans, Special Provisions, and applicable UDOT Standard specifications prior to construction. We will also review and become knowledgeable with:
  - o Project specific bid items
  - o Measurement & Payment
  - o Acceptance & Documentation criteria
  - o State Furnished Materials
- Coordinate Utility/Railroad - TEA Group will assist in coordinating 3<sup>rd</sup> party Utility work.
  - o Facilitate Advertising activities - During the bid process, TEA Group's CEM team will be available to promptly respond to inquiries from bidding contractors and will take field calls during advertising.

### Activity: 87C

#### 87C - CONSTRUCTION MANAGEMENT

- Process Change Orders - (Budgeted 20 hrs for Change Order negotiations and drafting)
- Complete Requests for Information (RFIs)
- Hold Coordination / Weekly Meetings - TEA Group will organize and conduct weekly construction coordination meetings with the project team and key project stakeholders.
- Facilitate Partnering - TEA Group will work with the contractor, WVC, and UDOT to promote a positive partnering atmosphere throughout the duration of construction.
- Complete Maintenance Of Traffic (MOT) Reviews.
- Complete Consultant RE & FE activities
- Manage 3<sup>rd</sup> party utility coordination
- Complete submittal reviews
- Complete Critical Path Method (CPM) Schedule Review
- Review shop drawings
- Obtain & Review as-built drawings

- Facilitate Final Inspection / Walk-Through / Punch list
- Complete Claims Review

**Activity: 89C**

89C - PROJECT ADMINISTRATION

- Set up and maintain Project Files & Documentation
  - o Maintain files in accordance with UDOT's ProjectWise naming convention & filing systems.
- Complete Project Accounting (PDBS)
  - o Complete Partial Pay Estimates & Track quantities placed daily
  - o Prepare & Submit final estimates
  - o Complete Monthly Status of Contract Time (Progress Reports) monthly
- Process Document Control
  - o Certifications
  - o Pay Item Documentation
- Coordinate Civil Rights Activities
  - o Employee Interviews
  - o EEO / Labor Compliance
  - o DBE / WBE
  - o Complete Reimbursements
  - o Coordinate Sub-contracts

**Activity: 91C**

91C -FIELD INSPECTION - *The project has not been awarded to a prime contractor. This quote is based on a 6 week construction duration where the contractor works 5 days a week and only works 1 - 10 hour shift per day. The total hours of inspection do not account for the contractor working double shifts for any extended duration during construction. The anticipated inspection shift durations are (MON - FRI = 10 hr shift + 0.5 hr round trip commute + 0.5 hr per shift for documentation = 11 hr shift). We anticipate it will take 1 full time inspector and 1 part time Field Engineer to properly staff the project.*

- Complete at grade inspection
- Verify Punch List
- Verify Survey
- Monitor MOT
- Complete field testing for small projects
- Ensure environmental compliance is met
- Complete field documentation
  - o Utility / Railroad daily reports
  - o Construction daily reports
  - o Complete materials reports
    - Weekly embankment reports (348)

- Base & Surface Reports (138)

- o Visual Inspection Reports
- o Collect & assemble weight tickets
- Complete specialty inspection
- Ensure safety compliance
  - o Accident prevention

**Activity: 93C**

93C - MATERIALS TESTING

- Complete acceptance testing
- Complete field sampling & testing
- Complete lab testing
- Complete off-site sampling & testing
  - o Batch Plant
  - o Casting Yards
  - o Material Source
- Complete lab management activities
  - o Documentation
  - o Lab Results
  - o Internal QC
  - o Coordination with RE

**Activity: 97C**

97C - PROCESS QC/OA

- Complete internal & external reviews & audits
- Complete Local Government Agency (LG) Federal-Aid Oversight activities
  - o UDOT staff augmentation
  - o Federal compliance
- Complete process reviews, as needed

**Activity: 99C**

99C - CONTRACT CLOSEOUT

- Complete final forms
- Complete project documentation / organization
- Process closeout checklists
- Complete construction closeout to Region Contract Specialist (RCS)
- Review project documentation & make recommendations to finalize project
- Complete independent audit
- Hold post construction conference / project walkthrough

T E A GROUP TRANSPORTATION ENGINEERING ALLIANCE

Prime

UDOT CMS Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(248)	<b>PIN:</b>	12225
<b>PIN Description:</b>	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
	UDOT Primary Contact: Oanh Amber Le-Spradlin		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
ROSENSTEIN, DARREN	RESIDENT ENGINEER	B.S CIVIL ENG.; CEMT;	UT-296978-2203	104	\$75.00	\$75.00	NTP
MORGAN, TOMMY	OFFICE MGMT / PROJECT CONTROLS	B.S. ECON; CEMT; PART 1,2,&3		159	\$42.00	\$42.00	NTP
EVANS, GUY	FEILD ENGINEER	IQP; PARTNERING; CEMT		181	\$40.00	\$40.00	NTP
BRACKENBURY, WESLEY	SR. MATERIALS TECHNICIAN	AGTT,ASTT,CSTT,DTT,EBTT ,SMD,LB		68	\$34.00	\$34.00	NTP
HALLING, CALLIE	OFFICE MANAGER	CEMT; PARTNERING		150	\$30.00	\$30.00	NTP
ESKELSEN, DAVID QUINN	FIELD/LAB TECHNICIAN	WAQTC-161583; IQP; PARTNERING		48	\$25.00	\$22.50	NTP
HARVEY, SALLY	ADMIN. ASSISTANT - BILLING	AD - SLCC		66	\$22.00	\$22.00	NTP
BETTINSON, JON	FIELD INSPECTOR - LEVEL IV	161921; IQP; PARTNERING		378	\$25.00	\$22.00	NTP
CHRISTIANSON, HANGLER	ADMINISTRATIVE SUPPORT	BS PSHYCOLOGY (2015)		138	\$18.00	\$18.00	NTP
DEDE, AUSTIN	TRANS TECH / SAMPLE RUNNER			24	\$20.00	\$16.00	NTP
Total Hours for T E A GROUP TRANSPORTATION ENGINEERING ALLIANCE:				1,316			

Pay Rate Variance Explanation

Lower rate was quoted to WVC and UDOT PM so we are reverting all inspectors to lesser rate.

10 of 12

**UDOT CMS Staffing Plan**

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(248)	<b>PIN:</b>	12225
<b>PIN Description:</b>	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
		<b>UDOT Primary Contact:</b>	Oanh Amber Le-Spradlin

Alternate Staff							
Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
WATKINS, FLOYD	FIELD INSPECTOR - LEVEL IV	CTT, CSTT, SRD TT, PART 1,2,&3		0	\$30.00	\$30.00	NTP
CRIDDLE, JARIN	FIELD INSPECTOR - LEVEL IV	A.D. WAQTC #162028, IQP, PART		0	\$25.00	\$24.00	NTP
OLSEN, PARKER	FIELD INSPECTOR - LEVEL IV	IQP; SRDT; CTT;		0	\$25.00	\$20.00	NTP
STEWART, LARRY	INSPECTION SUPPORT - LEVEL III	IQP, CTT, SRD TT, PART		0	\$25.00	\$20.00	NTP
PURDIE, CHARLES	FIELD INSPECTOR - LEVEL III	IQP, CTT, SRD TT		0	\$25.00	\$20.00	NTP

# SR-36; 3 Oclock Drive to 2000 North

PROJECT #: F-LC35(248)  
 PROJECT LOCATION: 4100 S.; 400 W., 2700 W. & 1300 W. Signal Improvements  
 UDOT PROJECT MANAGER: Oanh Le-Spradlin, P.E.

ACTIVITY	DURATION	October-15	November-15	December-15	January-16	February-16	March-16	April-16	May-16	June-16	July-16
PRECONSTRUCTION	134 DAYS										
CONSTRUCTION/ MGMT.	42 DAYS										
PROJECT ADMINISTRATION	12 DAYS										
FIELD INSPECTION	42 DAYS										
MAINTENANCE	42 DAYS										
QUALITY CONTROL	42 DAYS										
CONSTRUCTION CLOSEOUT	90 DAYS										
TOTAL DAYS IN MONTH		31	30	31	31	29	31	30	31	30	31
RUNNING TOTAL DAYS		31	61	92	123	152	183	213	244	274	305

## FEES

**COST PLUS A FIXED FEE  
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing, by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 143.56% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$10,803.91. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$119,557.15 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 5.

### UDOT CMS Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>			
<b>Project Number:</b>	F-LC35(248)	<b>PIN:</b>	12225	<b>UDOT Primary Contact:</b>	Oanh Amber Le-Spradlin
<b>PIN Description:</b>	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				
Labor Costs					
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost	
BEEDE, AUSTIN	TRANS TECH / SAMPLE RUNNER	24	\$16.00	\$384.00	
BETTINSON, JON	FIELD INSPECTOR - LEVEL IV	378	\$22.00	\$8,316.00	
BRACKENBURY, WESLEY	SR. MATERIALS TECHNICIAN	68	\$34.00	\$2,312.00	
CHRISTIANSON, CHANDLER	ADMINISTRATIVE SUPPORT	138	\$18.00	\$2,484.00	
ESKELSEN, DAVID QUINN	FIELD/LAB TECHNICIAN	48	\$22.50	\$1,080.00	
EVANS, GUY	FEILD ENGINEER	181	\$40.00	\$7,240.00	
HALLING, CALLIE	OFFICE MANAGER	150	\$30.00	\$4,500.00	
HARVEY, SALLY	ADMIN. ASSISTANT - BILLING	66	\$22.00	\$1,452.00	
MORGAN, TOMMY	OFFICE MGMT / PROJECT CONTROLS	159	\$42.00	\$6,678.00	
ROSENSTEIN, DARREN	RESIDENT ENGINEER	104	\$75.00	\$7,800.00	
Total Hours:		1,316			
Total Direct Labor:				\$42,246.00	
Overhead:			143.56%	\$60,648.37	
Total Direct Labor plus Overhead:				\$102,894.37	
Fixed Fee:			10.50%	\$10,803.91	
Burdened Labor Cost:				\$113,698.28	
Other Direct Charges					
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost	
CONCRETE GRADATION T-27 T-11	EACH	6.0	\$130.000	\$780.00	
CYLINDER TESTING - (3) 4" X 8"	EACH	10.0	\$140.000	\$1,400.00	
GRAD - IGN - GYRATORY - RICE	EACH	1.0	\$1,700.000	\$1,700.00	
T-180 - MODIFIED PROCTOR	EACH	1.0	\$135.000	\$135.00	
2015 COMPANY VEHICLE MILEAGE	MILE	1,485.0	\$.575	\$853.88	
JON BETTINSON - 2015 OT RATE	HOUR	90.0	\$11.000	\$990.00	
Total Other Direct Charges:				\$5,858.88	
<b>Total Contract Cost:</b>				<b>\$119,557.15</b>	

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC35(248)	PIN:	12225
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps		
	Oanh Amber Le-Spradlin		

Employee Name	85C	87C	89C	91C	93C	97C	99C				Total
ROSENSTEIN, DARREN	20	60	0	0	0	0	24				104
MORGAN, TOMMY	15	36	60	0	0	0	48				159
EVANS, GUY	15	60	0	90	0	0	16				181
BRACKENBURY, WESLEY	0	0	0	0	0	48	20				68
HALLING, CALLIE	0	0	90	0	0	0	60				150
ESKELSEN, DAVID QUINN	0	0	0	0	48	0	0				48
HARVEY, SALLY	0	0	30	0	0	0	36				66
BETTINSON, JON	0	0	0	330	0	0	48				378
CHRISTIANSON, CHANDLER	0	0	90	0	0	0	48				138
BEEDE, AUSTIN	0	0	0	0	24	0	0				24

**UDOT CMS Hours Derivation**

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC35(248)	<b>PIN:</b>	12225
<b>PIN Description:</b>	4100 S; 4000 W; 2700 W & 1300 W Signal Imps		
		<b>UDOT Primary Contact:</b>	Oanh Amber Le-Spradlin

	85C	87C	89C	91C	93C	97C	99C	Total
Firm Activity Totals:	50	156	270	420	72	48	300	1,316
Transaction Activity Totals:	50	156	270	420	72	48	300	1,316

## Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	6/1/2016	PROGRESSIVE	03749102-0	\$1,000,000	\$0	N
EXCESS/UMBRELLA LIABILITY	N	8/19/2015	HARTFORD CASUALTY INSURANCE CO	72SBANX1799	\$3,000,000	\$3,000,000	N
GENERAL LIABILITY	N	8/19/2015	HARTFORD CASUALTY INSURANCE CO	72SBANX1799	\$2,000,000	\$4,000,000	Y
PROFESSIONAL LIABILITY	N	4/7/2016	UNDERWRITERS AT LLOYDS LONDON	14LFSP10134	\$1,000,000	\$2,000,000	N
WORKERS COMPENSATION	N	1/5/2016	SENTINEL INSURANCE LTD	72WECGAA539	\$1,000,000	\$0	N

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$48,850 (CCR) \$63,375 (State) \_\_\_\_\_  
**Funding Source:** Class C Road Fund & State Funds \_\_\_\_\_  
**Account #:** 11-7582-40750-75192-0000 \_\_\_\_\_

**Budget Opening Required: Yes**

**ISSUE:**

Award Contract for the 3500 South Sidewalk – 6770 West to 6800 West

**SYNOPSIS:**

Lowest responsible bid was received by Bowen Construction, in the amount of \$102,023.30.

**BACKGROUND:**

Bids were opened for the project on July 28, 2015. A total of six (6) bids were received. The lowest responsible bidder was Bowen Construction.

The project requires the widening of a portion of 3500 South in order to build a new sidewalk on the south side of the road from the existing sidewalk to 6800 West. This project is located on a school walking route, and will provide the pedestrians with a place to walk outside of the roadway.

The project was previously awarded \$63,375 in State Funds under the Safe Sidewalks Program. The remainder of the project cost will be paid for with Class C Road funds.

**RECOMMENDATION:**

Award the contract to Bowen Construction in the amount of \$102,023.30, and authorize the Public Works Department to spend no more than \$112,225.00 on the project.

**SUBMITTED BY:**

Daniel Johnson, City Engineer

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AWARDING A CONTRACT TO BOWEN  
CONSTRUCTION FOR THE 3500 SOUTH SIDEWALK  
PROJECT - 6770 WEST TO 6800 WEST.**

**WHEREAS**, proposals were solicited from qualified contractors for the 3500 South Sidewalk Project – 6770 West to 6800 West; and

**WHEREAS**, Bowen Construction (“Bowen”) submitted the lowest responsible bid for said work; and

**WHEREAS**, Bowen meets all other requirements of the proposal specifications; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 3500 South Sidewalk Project – 6770 West to 6800 West to Bowen;

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

1. Bowen is hereby awarded the contract to perform the 3500 South Sidewalk Project – 6770 West to 6800 West.
2. Said contract shall be in an amount not to exceed \$102,023.30, with authorization to spend an amount not to exceed \$112,225.00 through change orders on the Project.
3. The Mayor is hereby authorized to execute a contract with Bowen to perform the 3500 South Sidewalk Project – 6770 West to 6800 West, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

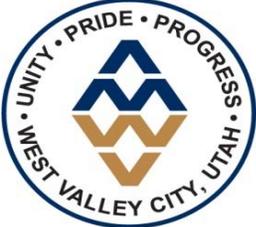
ATTEST:

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

West Valley City, Utah - Bid Tabulation Summary

3500 S Sidewalk - 6770 W to 6800 W

Opening Date: July 28, 2015 @ 10:00am

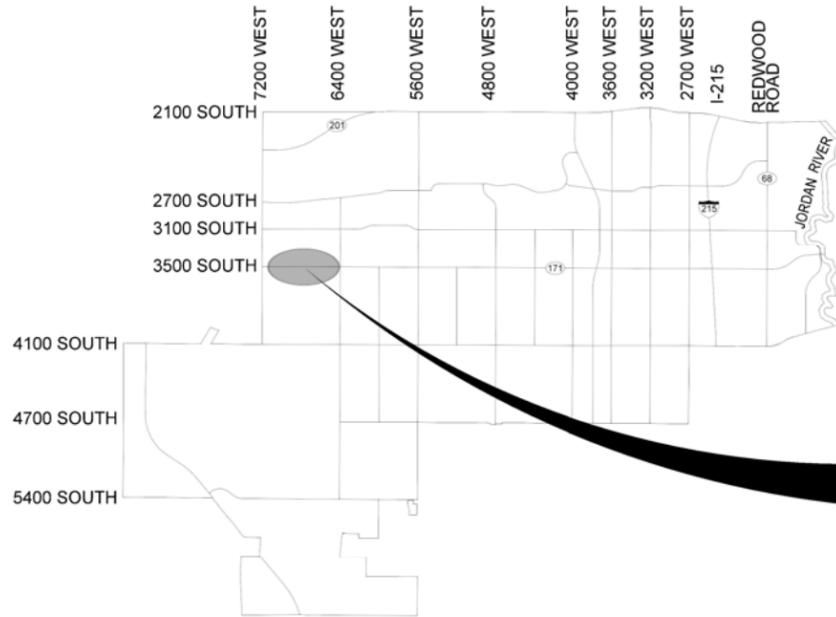
	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 89,515.00				
Response 1		\$0.00	(\$1,020.23)		
Bowen Construction	\$ 102,023.30	0%	-1%	(\$1,020.23)	<b>\$101,003.07</b>
Response 2		\$0.00	\$0.00	\$0.00	
EECCO, LLC	\$ 106,749.30	0%	0%	\$0.00	<b>\$106,749.30</b>
Response 3		\$0.00	\$0.00	\$0.00	
England Construction	\$ 113,051.00	0%	0%	\$0.00	<b>\$113,051.00</b>
Response 4		\$0.00	\$0.00	\$0.00	
Miller Paving	\$ 118,345.50	0%	0%	\$0.00	<b>\$118,345.50</b>
Response 5		\$0.00	(\$1,187.70)		
Acme Construction	\$ 118,769.75	0%	-1%	(\$1,187.70)	<b>\$117,582.05</b>
Response 6		\$0.00	(\$1,330.05)		
Beck Construction	\$ 133,005.00	0%	-1%	(\$1,330.05)	<b>\$131,674.95</b>



# WEST VALLEY CITY

## PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

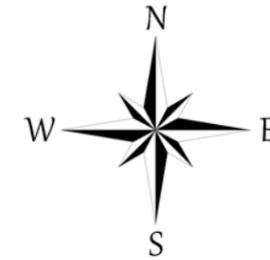
### 3500 SOUTH SIDEWALK 6770 WEST - 6800 WEST WVC ENG SP-52



WEST VALLEY CITY



PROJECT LOCATION



*Rogel Rappaport*  
PROJECT ENGINEER

APPROVED  
  
WEST VALLEY CITY ENGINEER

DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
TS-1	TYPICAL SECTION
PP-1	PLAN AND PROFILE

UDOT STANDARD DRAWINGS	
SHEET No.	DESCRIPTION
CB 4	OPEN CURB SHALLOW CATCH BASIN
DB 3A - 3B	STANDARD DIVERSION BOX WITH MANHOLE COVER
GF 2	MANHOLE FRAME AND SOLID COVER
GF 13	OPEN CURB INLET GRATE AND FRAME
GW 2	CONCRETE CURB AND GUTTER TYPES
GW 4A	CONCRETE DRIVEWAYS AND SIDEWALKS
GW 5A - 5C	PEDESTRIAN ACCESS
GW 11	SIDEWALKS AND SHOULDERS ON URBAN ROADWAYS

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$197,160 \_\_\_\_\_  
**Funding Source:** Storm Water Utility \_\_\_\_\_  
**Account #:** 36-7532-40750-75193-0000 \_\_\_\_\_

**Budget Opening Required: Yes**

**ISSUE:**

Award Contract for the 7200 West Pipe Replacement Project

**SYNOPSIS:**

Lowest responsible bid was received by England Construction, in the amount of \$179,239.00.

**BACKGROUND:**

Bids were opened for the project on July 28, 2015. A total of eight (8) bids were received. The lowest responsible bidder was England Construction.

The existing corrugated metal storm drain pipe on the east side of 7200 West between 3500 South and 3357 South is corroded, and has failed in several locations, causing the creation of sink holes along the pipe alignment. This project will remove the existing pipe, and replace it with a new 24-inch reinforced concrete pipe.

**RECOMMENDATION:**

Award the contract to England Construction in the amount of \$179,239.00, and authorize the Public Works Department to spend no more than \$197,160.00 on the project.

**SUBMITTED BY:**

Daniel Johnson, City Engineer

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AWARDING A CONTRACT TO ENGLAND CONSTRUCTION FOR THE 7200 WEST PIPE REPLACEMENT PROJECT.**

**WHEREAS**, proposals were solicited from qualified contractors for the 7200 West Pipe Replacement Project; and

**WHEREAS**, England Construction (“England”) submitted the lowest responsible bid for said work; and

**WHEREAS**, England meets all other requirements of the proposal specifications; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 7200 West Pipe Replacement Project to England;

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

1. England is hereby awarded the contract to perform the 7200 West Pipe Replacement Project.
2. Said contract shall be in an amount not to exceed \$179,239.00, with authorization to spend an amount not to exceed \$197,160.00 through change orders on the Project.
3. The Mayor is hereby authorized to execute a contract with England to perform the 7200 West Pipe Replacement Project, subject to the final approval of the contract 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

West Valley City, Utah - Bid Tabulation Summary

7200 West Pipe Replacement Project

Opening Date: July 28, 2015 @ 10:00am

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 182,599.50				
Response 1 England Construction	\$ 179,239.00	\$0.00 0%	\$0.00 0%	\$0.00	<b>\$179,239.00</b>
Response 2 KK&L Administration	\$ 187,776.40	\$0.00 0%	\$0.00 0%	\$0.00	<b>\$187,776.40</b>
Response 3 Newman Construction	\$ 191,325.00	\$0.00 0%	(\$1,913.25) -1%	(\$1,913.25)	<b>\$189,411.75</b>
Response 4 Beck Construction	\$ 199,942.00	\$0.00 0%	(\$1,999.42) -1%	(\$1,999.42)	<b>\$197,942.58</b>
Response 5 B. Jackson Construction	\$ 217,900.00	\$0.00 0%	(\$2,179.00) -1%	(\$2,179.00)	<b>\$215,721.00</b>
Response 6 Counterpoint Construction	\$ 249,500.00	\$0.00 0%	(\$2,495.00) -1%	(\$2,495.00)	<b>\$247,005.00</b>
Response 7 Fusion Pipeline	\$ 260,640.00	\$0.00 0%	\$0.00 0%	\$0.00	<b>\$260,640.00</b>
Response 8 Vancon	\$ 278,275.00	\$0.00 0%	(\$2,606.40) -1%	(\$2,606.40)	<b>\$275,668.60</b>



# WEST VALLEY CITY

## PUBLIC WORKS DEPARTMENT

### ENGINEERING DIVISION

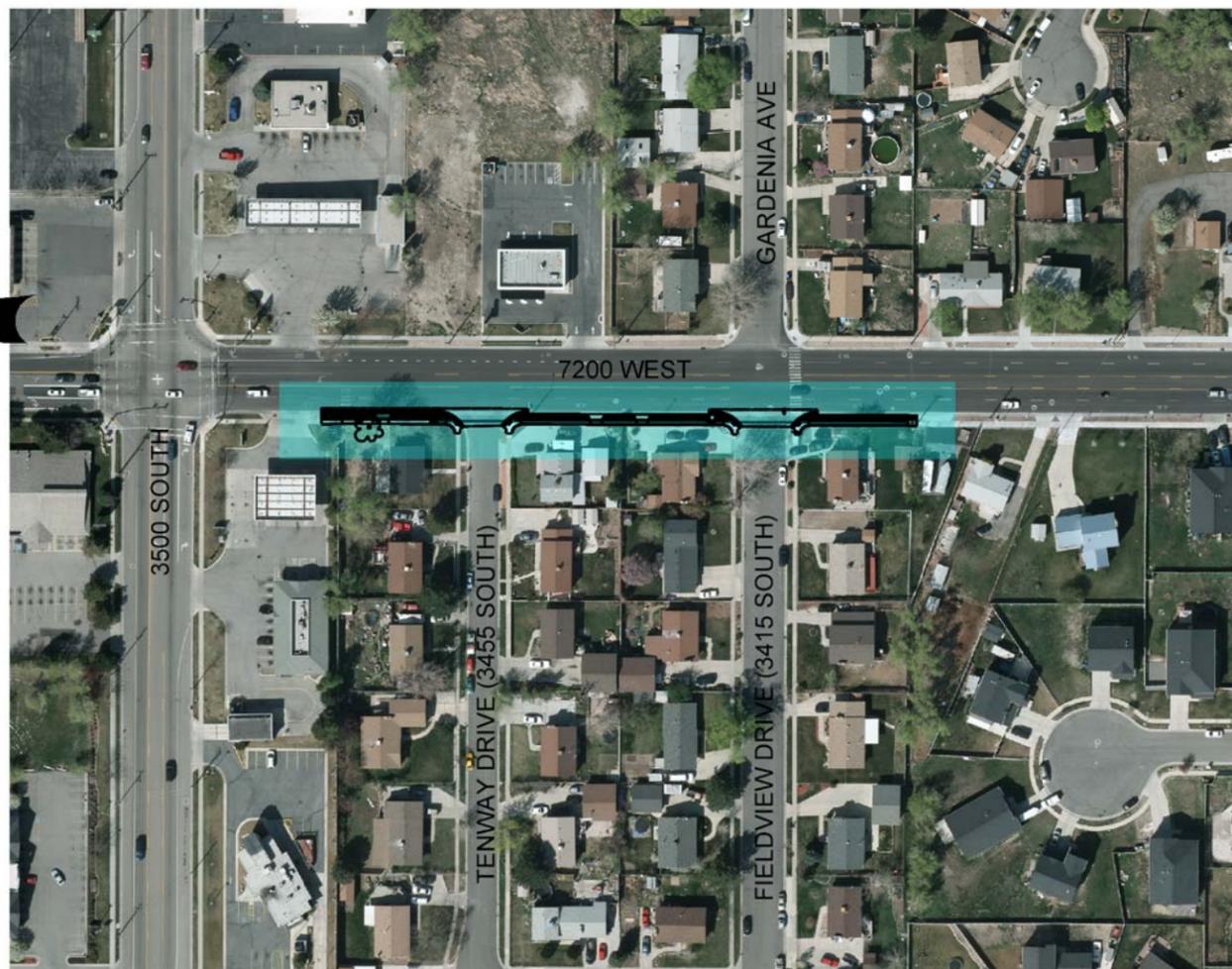
# 7200 WEST PIPE REPLACEMENT PROJECT

## (3500 SOUTH TO 3357 SOUTH)

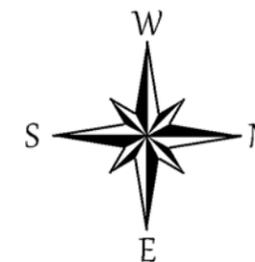
### WVC ENG SWU-418



WEST VALLEY CITY



PROJECT LOCATION



*Benjamin Hunt*  
PROJECT ENGINEER

APPROVED  
  
WEST VALLEY CITY ENGINEER

DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
SC-1	SURVEY CONTROL AND INDEX SHEET
DR-1	PLAN AND PROFILE
DT-1 TO DT-2	DETAILS

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

**ISSUE:**

Canvass returns of the 2015 Municipal Primary Election held August 11, 2015; and accept and approve the results of the election.

**SYNOPSIS:**

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal Primary Election no sooner than seven days and no later than 14 days after the election.

**RECOMMENDATION:**

Accept and approve the results of the 2015 Municipal Primary Election upon completion of the canvass.

**SUBMITTED BY:**

Sheri McKendrick, MMC  
City Recorder

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL PRIMARY ELECTION HELD AUGUST 11, 2015, AS SHOWN ON THE CANVASS REPORT.**

**WHEREAS**, on August 11, 2015, the West Valley City Municipal Primary Election was held; and

**WHEREAS**, the Mayor and City Council are the Municipal Legislative Body for West Valley City and comprise the Board of Municipal Canvassers per Utah Code Annotated 20A-4-301(2)(a); and

**WHEREAS**, the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal Primary Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than 14 days after the election per Utah Code Annotated 20A-4-301(2)(b)(ii); and

**WHEREAS**, on August 18, 2015, the Board of Municipal Canvassers canvassed the returns of the Municipal Primary Election; and

**WHEREAS**, during the canvass the Board of Municipal Canvassers inspected the ballot results by precinct; and

**WHEREAS**, the Board of Municipal Canvassers have determined that the election and voting were conducted in compliance with Utah State law.

**NOW, THEREFORE, BE IT RESOLVED** by the West Valley City Board of Municipal Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2015 West Valley City Municipal Primary Election held August 11, 2015.

Section 2. The following candidates are declared to have received the number of votes indicated:

**Councilmember District 1 (4-Year Term)**

Larry Wiley	_____
Tom Huynh	_____
Joe Garcia	_____

Section 3. The following candidates have qualified by number of votes to be listed on the ballot for the Municipal General Election to be held November 3, 2015:

**Councilmember District 1 (4-Year Term)**

\_\_\_\_\_  
\_\_\_\_\_

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this Resolution and a certified copy of the Election Results Report to the Lieutenant Governor's Office.

Section 5. This Resolution shall take effect immediately.

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

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

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

**ISSUE:**

S-9-2015 – Park Vista Subdivision – Phase 2

**SYNOPSIS:**

Applicant: Ivory Homes  
Proposal: Final Plat Approval  
Location: 7100 West 4100 South  
Lots: 33  
Acres: 11  
Zoning: R-1-10

**BACKGROUND:**

Mr. Nick Mingo, representing Ivory Homes, is requesting final plat approval for the second phase of the Park Vista Subdivision. This phase of the subdivision will be located at approximately 7100 West 4100 South. It is bordered on the north by phase 1 of the Park Vista Subdivision and the east and west by existing residential development.

The second phase of the subdivision consists of 33 lots on 11.3 acres. This equates to an overall density of 2.9 units per acre. Lot sizes range from 10,000 square feet to 13,339 square feet. The average lot size has been calculated at 10,375 square feet.

Access to the subdivision will be gained from existing stub streets in the Falconcrest Subdivision to the east and from stub streets in phase 1 to the north. As streets in Falconcrest were not constructed to the standards that are used today, there will be a slight transition to connect with the existing rights-of-way. These will be coordinated with the City's Engineering Division.

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.

The Union Pacific Railroad is located at the southwest corner 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.

**RECOMMENDATION:**

The Planning Commission approved this application

**SUBMITTED BY:**

Steve Lehman  
Current Planning Manager



COMMUNITY & ECONOMIC DEVELOPMENT  
DEPARTMENT

July 9, 2015

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 July 8, 2015 to recommend to the City Council final plat approval for the 2<sup>nd</sup> phase of the Park Vista Subdivision on application #S-9-2015. The property is located at 7000 W 4100 S.

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-9-2015**  
**Park Vista Subdivision – Phase 2**  
**7050 West 4100 South**  
**R-1-10 Zone**  
**33 Lots**  
**11.3 Acres**

**BACKGROUND:**

Mr. Nick Mingo, representing Ivory Homes, is requesting final plat approval for the second phase of the Park Vista Subdivision. This phase of the subdivision will be located at approximately 7050 West 4100 South. It is bordered on the north by phase 1 of the Park Vista Subdivision and the east and west by existing residential development.

**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.

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 2 design:**

The second phase of the subdivision consists of 33 lots on 11.3 acres. This equates to an overall density of 2.9 units per acre. Lot sizes range from 10,000 square feet to 13,339 square feet. The average lot size has been calculated at 10,375 square feet.

The subdivision is being developed on the southern portion of the overall site. The lot layout and street designs are planned to take advantage of existing stub streets from the north and east. 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. In consideration of the setback reduction, Ivory Homes proposed an agreement that offsets 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

A solid masonry wall will also be constructed along 4100 South. In addition to the wall, an entry monument will be installed. Staff is working with the applicant to provide illustrations of the wall and entry feature and will provide those during the meeting.

**Access:**

Access to the subdivision will be gained from existing stub streets in the Falconcrest Subdivision to the east and from stub streets in phase 1 to the north. As streets in Falconcrest were not constructed to the standards that are used today, there will be slight transition 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. During construction of phase 1, construction access came off of 3995 South. It is anticipated that for the second phase, construction access will come off of 4100 South.

**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.

**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. 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, a letter was submitted to the City expressing 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.

**STAFF ALTERNATIVES:**

- A. Grant final plat approval for the 2nd 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. Jack Matheson asked if drainage from phase 2 will drain into phase 1. Steve replied there are some detention areas in phase 1 but there are also other outlets in different areas to take water off site. He indicated that there will likely be a drainage and grading plan provided for every lot to ensure there are no problems between properties or throughout the subdivision as a whole. Latai Tupou asked if there will be a park-strip along 4100 S. Steve replied it is currently proposed as stamped color concrete. He indicated that the Parks Department is working with Ivory to potentially provide a landscaped park-strip with trees to be maintained by the City. Steve stated that this hasn't been determined yet so plans will go forward with the stamped color concrete until a decision is made. Martell Winters asked how ground water depth is accounted for when water levels fluctuate. Steve replied that many test pits are dug throughout the site and the ground level of new homes must be constructed 3 feet above areas where water is found.

Commissioner Matheson asked how well lots are selling in phase 1. Mr. Mingo replied that there have been quite a few sales and Ivory is now speeding up the construction and building process. He stated that phase 2 should be ready for construction by next spring. Barbara Thomas asked if all homes built in the subdivision have to come from the Ivory catalog. Mr. Mingo replied that there can be different homes built, they just have to meet the City requirements. Mr. Mingo stated that no ground water was found at 11 feet so the water table shouldn't be an issue in the area. Commissioner Matheson agreed and added that the elevation of this phase is higher.

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

Commissioner Meaders seconded the motion.

West Valley City Planning Commission

July 8, 2015

Page 9

**Roll call vote:**

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

**Unanimous-S-9-2015- Approved**

**S-9-2015** Petition by **NICK MINGO**, representing **IVORY HOMES**, requesting **final plat approval** for the 2nd phase of the Park Vista Subdivision. The subdivision will consist of 33 lots on 11.4 acres. The subdivision is located at approximately 7000 W 4100 S and is zoned 'R-1-10' (single family residential, minimum lot size 10,000 square feet). (Staff- **Steve Lehman** at 801-963-3311)

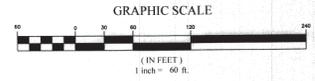


# PARK VISTA SUBDIVISION PHASE 2

LOCATED IN THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 34, T1S, R2W, SLB&M  
WEST VALLEY CITY, UTAH

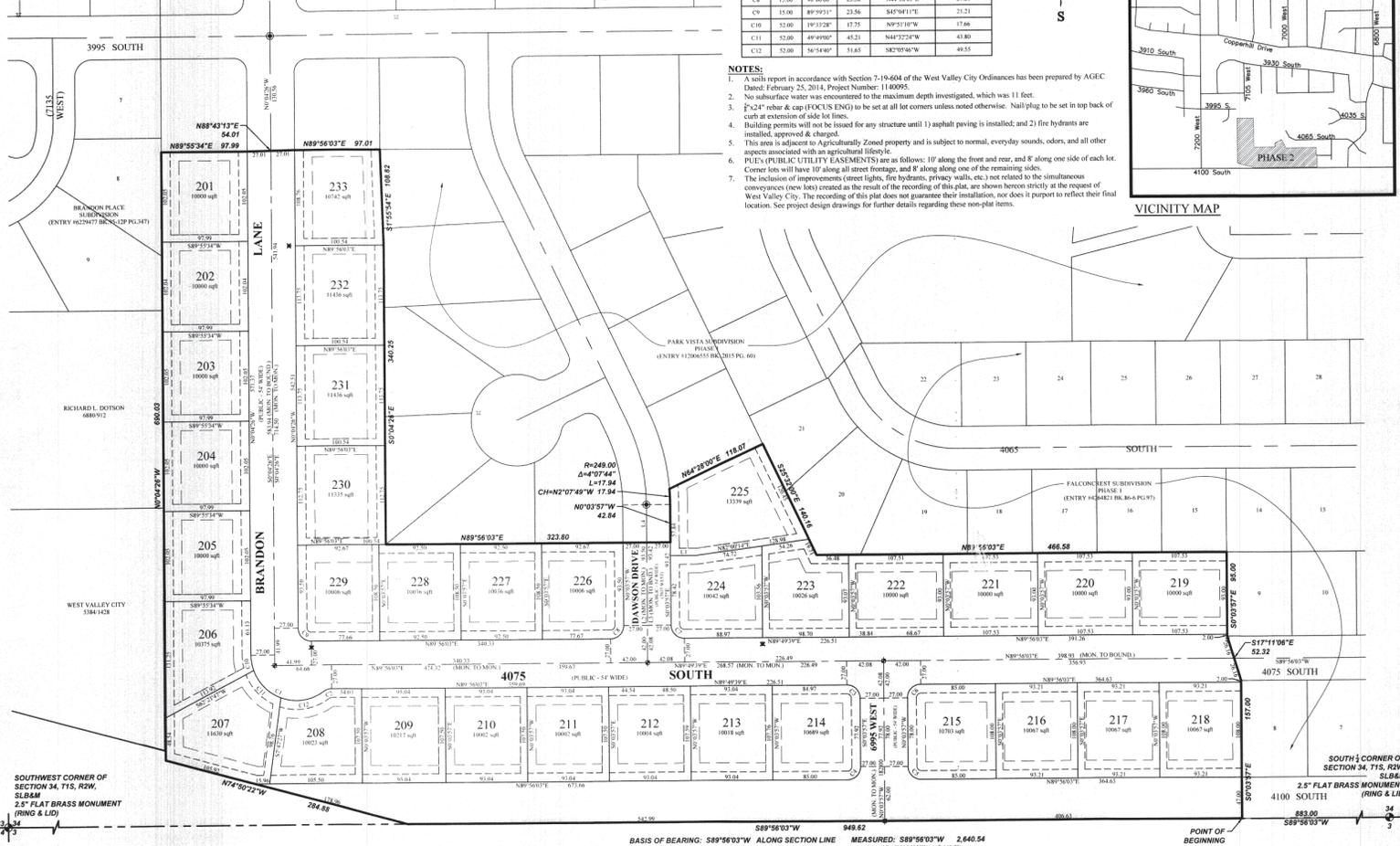
LINE	DIRECTION	LENGTH
L1	N89°50'37"E	30.00
L2	N0°03'57"W	178.24
L3	N0°03'57"W	125.50
L4	N0°03'57"W	42.84

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	52.00	120°17'08"	114.61	S67°13'06"E	92.78
C2	15.00	50°17'37"	8.50	S71°47'14"W	9.34
C3	15.00	80°30'24"	23.59	N45°07'09"W	21.23
C4	15.00	90°30'00"	23.56	N44°56'03"E	21.21
C5	15.00	90°30'00"	23.56	S45°03'57"E	21.21
C6	15.00	90°30'00"	23.56	S44°56'03"E	21.21
C7	15.00	90°30'24"	23.59	S45°07'09"E	21.23
C8	15.00	90°30'00"	23.56	N44°56'03"E	21.21
C9	15.00	89°59'31"	23.56	S45°04'11"E	21.21
C10	32.00	10°13'28"	17.75	N89°51'10"W	17.66
C11	32.00	49°49'00"	45.21	N44°32'24"W	43.80
C12	32.00	50°54'40"	51.65	S82°09'46"W	49.55



**NOTES:**

- A soils report in accordance with Section 7-19-606 of the West Valley City Ordinances has been prepared by AGEC dated February 25, 2014. Project Number: 118095.
- No subsurface water was encountered to the maximum depth investigated, which was 11 feet.
- 1/2" x 24" rebar & cap (FOCUS ENG) to be set at all lot corners unless noted otherwise. Nailflag to be set in top back of curb at extension of side lot lines.
- Building permits will not be issued for any structure until 1) asphalt paving is installed; and 2) fire hydrants are installed, approved & changed.
- This area is adjacent to Agriculturally Zoned property and is subject to normal, everyday sounds, odors, and all other aspects associated with an agricultural lifestyle.
- P.U.T.S. (PUBLIC UTILITY EASEMENTS) are as follows: 10' along the front and rear, and 5' along one side of each lot. Corner lots will have 10' along all street frontage, and 5' along one side of the remaining sides.
- The inclusion of improvements (street lights, fire hydrants, private walls, etc.) not related to the simultaneous conveyances (new lots) created as the result of the recording of this plat, are shown hereon strictly at the request of West Valley City. The recording of this plat does not guarantee their installation, nor does it purport to reflect their final location. See project design drawings for further details regarding these non-lot items.



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

**ISSUE:**

S-12-2015 – Iris Garden Subdivision

**SYNOPSIS:**

Applicant: Don Francis  
Proposal: Final Plat Approval  
Location: 3777 South 3200 West  
Zoning: R-1-8

**BACKGROUND:**

Mr. Don Francis, is requesting final plat approval for the Iris Garden Subdivision. The subject property is located at 3780 South 3200 West. It is bordered on the north, east and south by existing residential development. The property has an existing dwelling on what will become lot 1 of the subdivision. It is anticipated that this dwelling will remain. The remainder of the property has been vacant for many years.

The developer is proposing a final plat for a new subdivision consisting of 4 lots. An existing single-family dwelling is located adjacent to 3200 West on what will be lot 1. Lot sizes range from 8,467 to 9,975 square feet. Although zoned R-1-8, the average lot size in the subdivision has been calculated at 9,216 square feet.

Access to the subdivision will be gained from 3780 South, 3140 West and 3200 West. Streets on all sides of the proposed subdivision already exist with standard improvements. The developer and/or builder will need to coordinate utility installation and new drive approaches with the City Engineering Division.

**RECOMMENDATION:**

The Planning Commission approved this application.

**SUBMITTED BY:**

Steve Lehman, Current Planning Manager



WEST VALLEY CITY

Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT  
DEPARTMENT

July 23, 2015

Don Francis  
5785 S 650 W  
Farmington, UT 84025

Dear Mr. Francis:

The West Valley City Planning Commission voted on July 22, 2015 to recommend to the City Council minor subdivision approval for the Iris Garden Subdivision on application #S-12-2015. The property is located at 3777 S 3200 W.

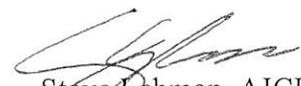
The motion for approval is subject to the resolution of staff and agency concerns and the following condition:

1. A soils report shall be provided.

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-12-2015**  
**Iris Garden Subdivision**  
**3780 South 3200 West**  
**R-1-8 Zone**  
**4 Lots**

**BACKGROUND**

Mr. Don Francis, is requesting preliminary and final plat approval for the Iris Garden Subdivision. The subject property is located at 3780 South 3200 West. It is bordered on the north, east and south by existing residential development. The property has an existing dwelling on what will become lot 1 of the subdivision. It is anticipated that this dwelling will remain. The remainder of the property has been vacant for many years.

**STAFF/AGENCY CONCERNS:**

Fire Department:

Fire hydrants to be installed in accordance with the Uniform Fire Code.

Granger Hunter Improvement District:

Project will need to run availability for water, sewer and fire protection.  
Subject to design and review inspections.

Utility Agencies:

Subject to all standard easement locations.

Public Works:

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

Revisions to plat are required.

Follow recommendations outlined in the soils report.

Coordinate new drive approaches with the Engineering Division.

Building Inspections:

A soils report will be required regarding potential groundwater impacts.

**ISSUES:**

The developer is proposing a preliminary and final plat for a new subdivision consisting of 4 lots. An existing single-family dwelling is located adjacent to 3200 West on what will be lot 1. Lot sizes range from 8,467 to 9,975 square feet. Although zoned R-1-8, the average lot size in the subdivision has been calculated at 9,216 square feet.

Access to the subdivision will be gained from 3780 South, 3140 West and 3200 West. Streets on all sides of the proposed subdivision already exist with standard improvements. The developer and/or builder will need to coordinate utility installation and new drive approaches with the City Engineering Division.

As with all new subdivision development, there is a concern with the potential of ground water impacts. The applicant will need to provide a soils report in accordance with City Ordinances. Any evidence of ground water will require that the lowest floor slab be 3 feet above that elevation.

The subdivision is located on property zoned R-1-8. Therefore, the City's current ordinances governing housing standards will apply.

**STAFF ALTERNATIVES:**

1. Approval of the Iris Garden Subdivision subject to a resolution of staff and agency concerns.
2. Continuation to address issues raised during the public hearing.

**Applicant:**

Don Francis  
578 S 650 W  
Farmington, UT

**Discussion:** Steve Lehman presented the application. Jack Matheson stated that the plat indicates a large portion of property that was dedicated to 3200 W and asked if this is typical. Steve replied the City did a street project on 3200 W several years ago and indicated that the plat may simply show this. Don Francis, the applicant, stated that this is a family owned property and subdividing it will make it more marketable. He stated that the property has been owned by his family since the 1930's and the plat likely shows property that was acquired by the City throughout the years. Barbara Thomas asked if the detached sheds will be removed.

Mr. Francis replied yes. Steve stated that after looking more closely at the plat, it likely indicates right of way that has been used by the public but was never officially dedicated.

**Motion:** Commissioner Meaders moved for approval, adding a conditional that a soils report will be required.

Commissioner Fuller seconded the motion.

**Roll call vote:**

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

**Unanimous-S-12-2015- Approved**



**S-12-2015** Petition by **DON FRANCIS** requesting **minor subdivision approval** for the Iris Garden Subdivision. The subdivision consists of 4 lots on .86 acres. The property is located at 3777 South 3200 West and is zoned R-1-8. (Staff- **Steve Lehman** at 801-963-3311)



# IRIS GARDEN SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER  
OF SECTION 33  
TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST VALLEY CITY, UTAH

NORTHWEST CORNER SECTION 33  
TOWNSHIP 1 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
(FND STD. S.L.C. BRASS CAP)

3500 SOUTH STREET

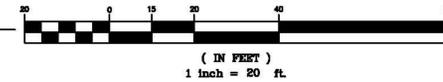
3760 SOUTH STREET

3200 WEST STREET

3140 WEST STREET

3780 SOUTH STREET

GRAPHIC SCALE



**LEGEND**

- SECTION CORNER
- FIRE HYDRANT
- STREET MONUMENT FOUND
- FOUND REBAR AND CAP
- SET RIVET
- SET REBAR AND CAP
- BOUNDARY LINE
- DEED AND ADJACENT SUBDIVISIONS

**NOTES**

1. OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB AND 3/8" X 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL OTHER CORNERS, UNLESS OTHERWISE INDICATED.
2. BASED UPON A SOILS REPORT PREPARED FOR THE ADJACENT SUBDIVISIONS, NO GROUND WATER WAS EVIDENT. ELEVATION OF LOWEST FLOOR SLAB FOR LOT 2, 3 & 4 IS TO BE A MINIMUM OF 3.0 FEET ABOVE HIGH WATER TABLE, IF ENCOUNTERED.

**VICINITY MAP** NOT TO SCALE



**SURVEYOR'S CERTIFICATE**

I, EVAN J. WOOD DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREET TOGETHER WITH EASEMENTS TO BE KNOWN AS IRIS GARDEN SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

EVAN J. WOOD  
LICENSE No. 183395

DATE

**BOUNDARY DESCRIPTION**

AN ENTIRE PARCEL OF PROPERTY, BEING COMPRISED OF THREE ADJOINING PARCELS IDENTIFIED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS PARCELS 15-33-153-006, 15-33-153-031 & 15-33-153-035, FOR THE PURPOSE OF CREATING A FOUR (4) LOT SUBDIVISION, SAID ENTIRE PARCEL SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE PARCEL SAID POINT BEING 162.00 FEET NORTH 00°00'20" EAST ALONG SAID SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 33; AND RUNNING THENCE NORTH 00°00'20" EAST 140.00 FEET ALONG SAID SECTION LINE TO THE NORTHWEST CORNER OF SAID ENTIRE PARCEL; THENCE SOUTH 89°59'40" EAST 297.00 FEET TO THE NORTHEAST CORNER OF SAID ENTIRE PARCEL WHICH IS ON THE WESTERLY RIGHT OF WAY LINE OF 3140 WEST STREET AS ESTABLISHED BY CANDLESTICK PARK SUBDIVISION, RECORDED AT BOOK "Y", PAGE 19 IN THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE SOUTH 00°00'20" WEST 140.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF SAID ENTIRE PARCEL WHICH IS AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 3780 SOUTH STREET AS ESTABLISHED BY SAID CANDLESTICK PARK SUBDIVISION; THENCE NORTH 89°59'40" WEST 297.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 41,580 SQ. FT. OR 0.95 ACRE AND FOUR (4) LOTS.

**OWNER'S DEDICATION**

Known all men by these presents that \_\_\_\_\_ the \_\_\_\_\_ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and street, together with easements to be hereafter known as the

**IRIS GARDEN SUBDIVISION**

do dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also do 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 \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
COUNTY OF SALT LAKE }  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer ( ) of the above Owner's dedication \_\_\_\_\_ in number, who duly acknowledged to me that \_\_\_\_\_ signed it freely and voluntarily and for the uses and purposes therein mentioned. MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
COUNTY OF SALT LAKE }  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer ( ) of the above Owner's dedication \_\_\_\_\_ in number, who duly acknowledged to me that \_\_\_\_\_ signed it freely and voluntarily and for the uses and purposes therein mentioned. MY COMMISSION EXPIRES: \_\_\_\_\_

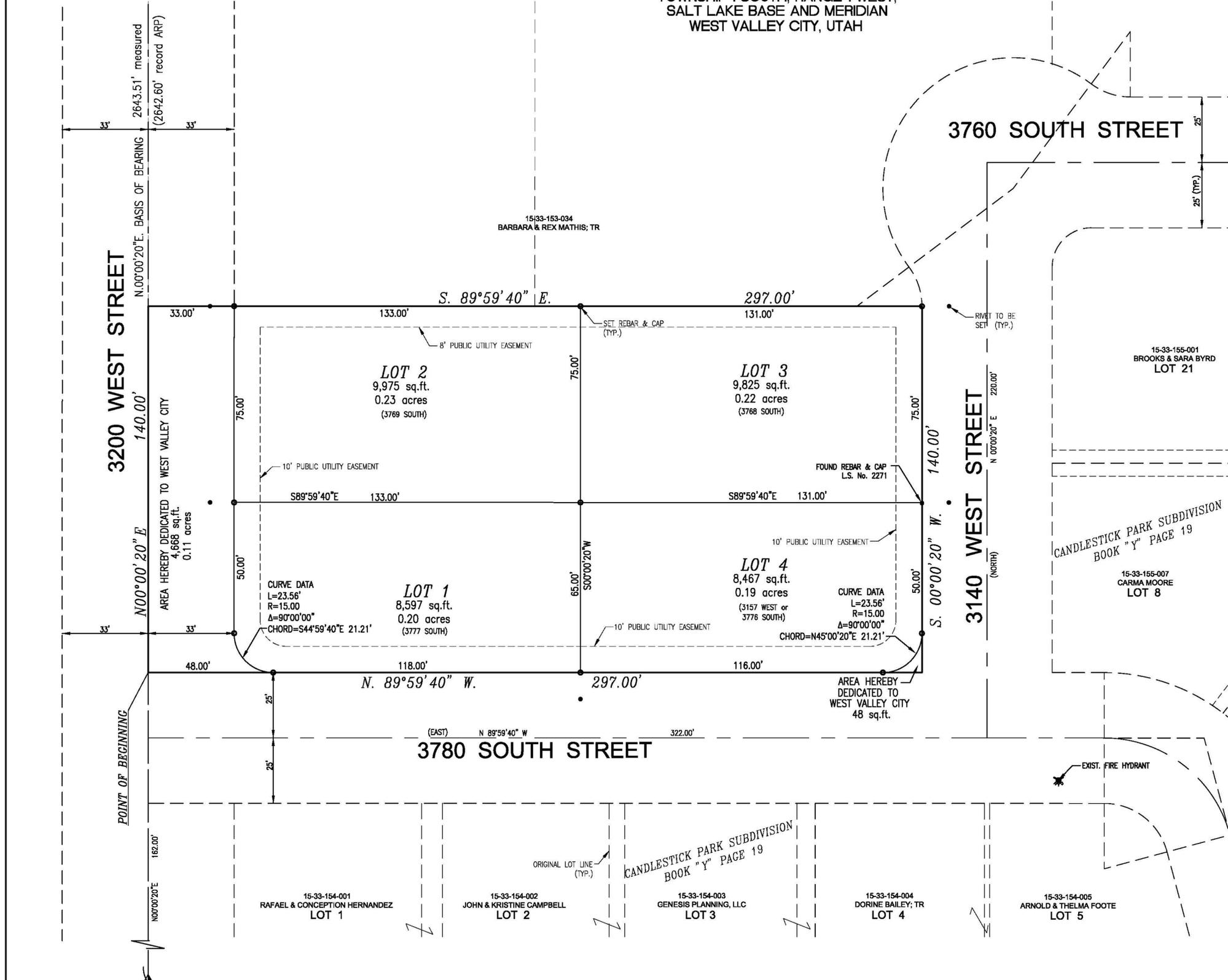
NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

**IRIS GARDEN SUBDIVISION**

LOCATED IN THE NORTHWEST QUARTER  
OF SECTION 33  
TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST VALLEY CITY, UTAH

150612

**PIONEER LAND SURVEYING**  
BROADBENT BUSINESS PARK  
3613 WEST 1987 SOUTH  
SALT LAKE CITY, UTAH 84104  
PHONE (801) 975-1017



**PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY THE CITY PLANNING COMMISSION  
CHAIRMAN, CITY PLANNING COMMISSION

**GRANGER-HUNTER IMPROVEMENT DISTRICT**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY THE IMPROVEMENT DISTRICT  
GENERAL MANAGER

**BOARD OF HEALTH**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
BY \_\_\_\_\_  
DIRECTOR

**CITY ENGINEER'S CERTIFICATE**  
APPROVED AS TO COMPLIANCE WITH CITY ORDINANCE  
DATE \_\_\_\_\_ CITY ENGINEER

**APPROVAL AS TO FORM**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_  
CITY ATTORNEY

**CITY COUNCIL APPROVAL**  
PRESENTED TO THE CITY COUNCIL APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
ATTEST: CITY RECORDER CITY MANAGER

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FEE \$ \_\_\_\_\_ CLERK \_\_\_\_\_ SALT LAKE COUNTY RECORDER

ITEM#: \_\_\_\_\_  
FISCAL IMPACT: \_\_\_\_\_  
FUNDING SOURCE: \_\_\_\_\_  
ACCOUNT #: \_\_\_\_\_

**BUDGET OPENING REQ'D**

**ISSUE:**

S-13-2015 – America First Federal Credit Union 4100 South Subdivision

**SYNOPSIS:**

Applicant: Anderson Wahlen & Associates  
Proposal: Final Plat Approval  
Location: 5600 West 4100 South  
Zoning: RB

**BACKGROUND:**

Anderson Wahlen & Associates, representing America First Credit Union, is requesting final subdivision approval for a commercial subdivision in the RB Zone. The subject property is located on the northeast corner of 4100 South and 5600 West.

The commercial subdivision is being proposed to consolidate 5 individual parcels into 2 commercial lots. The newly formed lots would then be used for an America First Credit Union and an Auto Zone.

Lot 1 consists of 1.8 acres and is located at the corner of 4100 South 5600 West. Lot 2 consists of 1.05 acres and is located to the north of lot 1. As part of the subdivision plat, the right-of-way along 5600 West and 4100 South has been illustrated at the full width necessary for a future interchange resulting from the future Mountain View Corridor.

Access will be gained from both 4100 South and 5600 West. The 4100 South access will be located as far to the east of the intersection as possible. It will be a right-in/right-out access due to the configuration of the intersection. The access along 5600 West will be a shared access between the two properties.

**RECOMMENDATION:**

The Planning Commission approved this application.

**SUBMITTED BY:**

Steve Lehman, Current Planning Manager



WEST VALLEY CITY  
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT  
DEPARTMENT

July 23, 2015

Anderson Wahlen & Associates  
Attn: Jeff Randall  
2010 N Redwood Road  
Salt Lake City, UT 84405

Dear Mr. Randall:

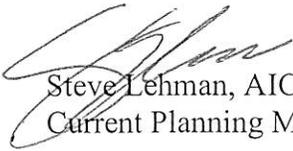
The West Valley City Planning Commission voted on July 22, 2015 to recommend to the City Council a minor subdivision for the AFFCU 4100 South Subdivision on application #S-13-2015. The property is located at 4100 S 5600 W.

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-13-2015**  
**America First Federal Credit Union 4100 South Subdivision**  
**4100 South 5600 West**  
**RB Zone**  
**2 Lots**  
**2.85 Acres**

**BACKGROUND**

Jeff Randle, representing America First Credit Union, is requesting preliminary and final subdivision approval for a commercial subdivision in the RB Zone. The subject property is located on the northeast corner of 4100 South and 5600 West.

**ISSUES:**

The commercial subdivision is being proposed to consolidate 5 individual parcels into 2 commercial lots. The newly formed lots would then be used for an America First Credit Union and an Auto Zone.

Lot 1 consists of 1.8 acres and is located at the corner of 4100 South 5600 West. Lot 2 consists of 1.05 acres and is located to the north of lot 1. As part of the subdivision plat, the right-of-way along 5600 West and 4100 South has been illustrated at the full width necessary for a future interchange resulting from the future Mountain View Corridor.

Access will be gained from both 4100 South and 5600 West. The 4100 South access will be located as far to the east of the intersection as possible. It will be a right-in/right-out access due to the configuration of the intersection. The access along 5600 West will be a shared access between the two properties. The Planning Commission will review these issues during the conditional use application.

Because this application is a commercial subdivision, staff and agency comments will be better addressed through the conditional use process. This application is simply to divide the multiple parcels into developable lots.

**STAFF ALTERNATIVES:**

1. Approve the America First Credit Union 4100 South Subdivision subject to a resolution of staff and agency comments.
2. Continue the application to address concerns raised during the Planning Commission hearing.

**Applicant:**

Jake Tate  
2010 N Redwood Road

**Discussion:** Steve Lehman presented the application. Barbara Thomas stated that allowing vehicles to turn left onto 5600 W from the property seems unsafe. Steve replied that he will discuss this concern with the City's traffic engineer. Jack Matheson asked if the layout of the subdivision will allow access to the east if that property ever develops. Steve replied that the proposed layout will allow a potential connection to the east in the future. Harold Woodruff asked what the property to the east is zoned. Steve replied residential business. Jake Tate, representing the applicant, stated that the property only allows right in and right out onto 5600 W currently. He indicated that a median will also be installed in the future so left hand turns will be restricted.

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

Commissioner Tupou seconded the motion.

**Roll call vote:**

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

**Unanimous-S-13-2015- Approved**

**S-13-2015** Petition by **ANDERSON WAHLEN & ASSOCIATES** requesting a **minor subdivision** for the **AFFCU 4100 South** Subdivision. The subdivision consists of 2 lots on 2.8 acres. The property is located at 4100 South 5600 West and is zoned RB. (Staff- **Steve Lehman** at 801-963-3311)

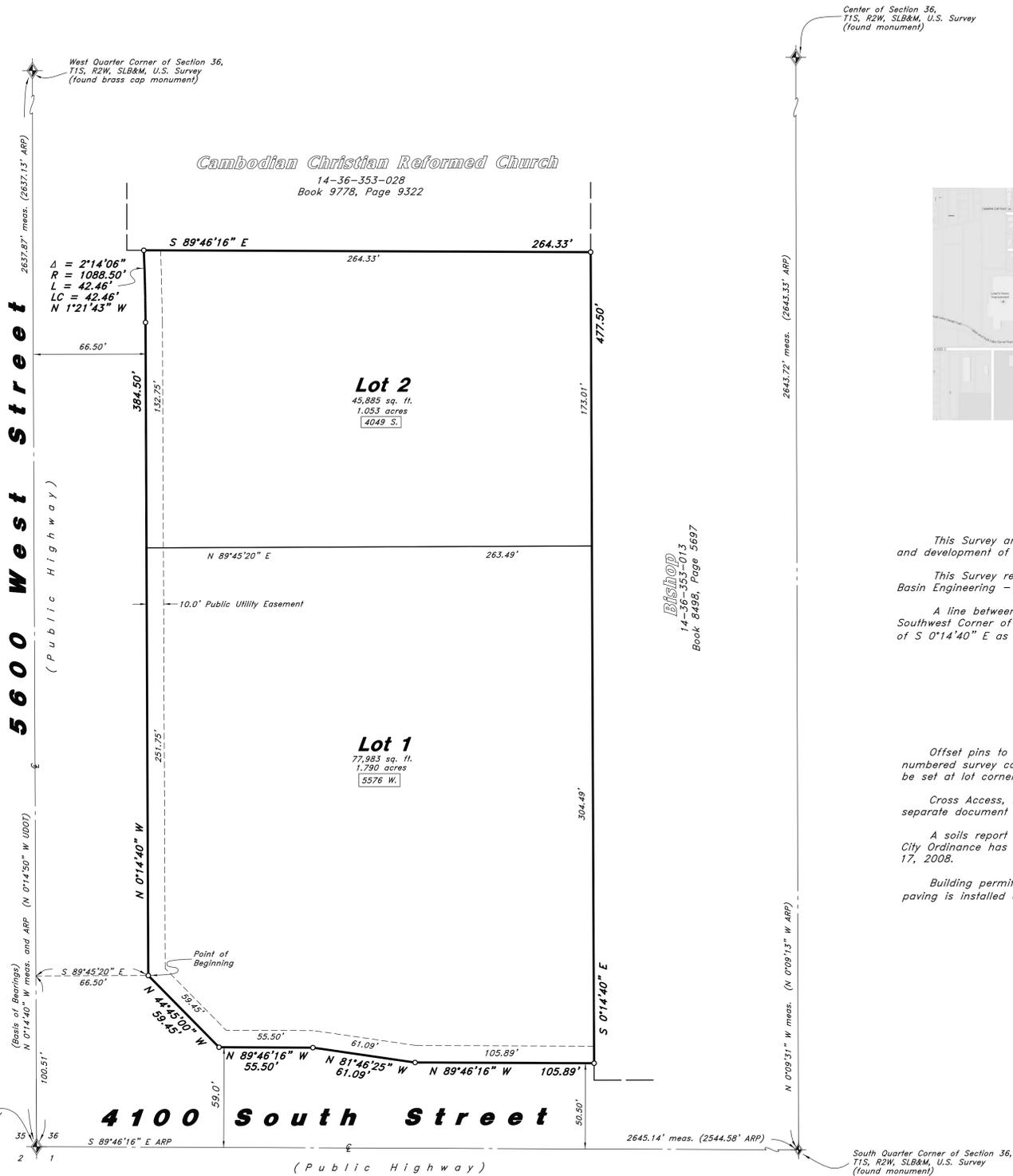
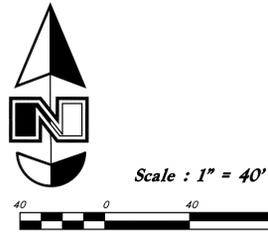


**S-13-2015** Petition by **ANDERSON WAHLEN & ASSOCIATES** requesting a **minor subdivision** for the **AFFCU 4100 South** Subdivision. The subdivision consists of 2 lots on 2.8 acres. The property is located at 4100 South 5600 West and is zoned RB. (Staff- **Steve Lehman** at 801-963-3311)



# AFFCU 4100 South Subdivision

A Part of the Southwest Quarter of Section 36,  
Township 1 South, Range 2 West, SLB&M, U.S. Survey  
West Valley City, Salt Lake County, Utah



Vicinity Map  
no scale

### Legend

- (RAD) Radial Line
- (NR) Non-Radial Line
- Boundary Line
- Lot Line
- - - Easement Line
- Centerline
- Section Corner Monument as noted
- Existing Street Monument
- Existing Fire Hydrant
- 5576 W. Address

### Narrative

This Survey and Subdivision was requested prerequisite to the , sale and development of 2 commercial lots.

This Survey retraces and honors a previous 2008 Survey by Great Basin Engineering - South.

A line between monuments found for West Quarter Corner and the Southwest Corner of Section 36 was assigned the Salt Lake County bearing of S 0°14'40" E as the Basis of Bearings.

### Notes

Offset pins to be set in the back of curb and 5/8" x 24" rebar with numbered survey cap to be placed at all lot corners. Nail and brass tag to be set at lot corners located in paved areas.

Cross Access, Drainage, and Parking easements will be recorded by separate document simultaneous with the the recording of this plat.

A soils report in accordance with section 7-19-604 of the West Valley City Ordinance has been prepared by GSH, Job No. 0107-026-08 dated April 17, 2008.

Building permits will not be issued for any structure until 1) asphalt paving is installed and 2) fire hydrants are installed, approved and charged.

### Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 362256 as prescribed under the Laws of the State of Utah. I further certify that by the authority of the Owners, 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 together with easements, hereafter to be known as

AFFCU 4100 South Subdivision

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet the area, frontage, and width requirements as shown on this plat.

### Boundary Description

A part of the Southwest Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 5600 West Street as widened to 66.50 foot half-width located 100.51 feet North 0°14'40" West along the Section Line; and 66.50 feet South 89°45'20" East from the Southwest Corner of said Section 36; and running thence along said East Line as widened the following two courses: North 0°14'40" West 384.50 feet to a point of tangency; and Northwesterly along the arc of a 1088.50 foot radius curve to the left a distance of 42.46 feet (Central Angle equals 2°14'06" and Long Chord bears North 1°21'43" West 42.46 feet); thence South 89°46'16" East 264.33 feet; thence South 0°14'40" East 477.50 feet to the North Line of 4100 South Street as widened to 50.50 foot half-width; thence along said North Line of 4100 South Street as widened the following three courses: North 89°46'16" West 105.89 feet; North 81°46'25" West 61.09 feet; and North 89°46'16" West 55.50 feet; thence North 44°45'00" West 59.45 feet to the East Line of 5600 West Street and the point of beginning.

Contains 123,868 sq. ft.  
or 2.844 acres



16 June, 2015.

Date

Bruce D. Pimper  
Utah PLS No. 362256

### Owner's Dedication

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots together with easements as shown on this plat, and name said tract

AFFCU 4100 South Subdivision

and hereby grant and 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 \_\_\_\_\_ This Day \_\_\_\_\_ AD, 20\_\_\_\_.

America First Federal Credit Union

by: Jil Morby  
Its: Senior Vice President of Operations

### Acknowledgment

State of \_\_\_\_\_ } ss  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me, Jil Morby the signer of the foregoing Instrument, who duly acknowledged to me that (s)he is SR, Vice President of Operations of America First Federal Credit Union, and is authorized to execute the foregoing Dedication in its behalf and that he or she executed it in such capacity.

Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Print Name \_\_\_\_\_ A Notary Public



**AFFCU 4100 South Subdivision**  
A Part of the Southwest Quarter of Section 36,  
Township 1 South, Range 2 West, SLB&M, U.S. Survey  
West Valley City, Salt Lake County, Utah

West Valley Planning Commission  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_  
A.D., 20\_\_\_\_ by the West Valley  
City Planning Commission.

Salt Lake Valley Health Department  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_  
A.D., 20\_\_\_\_.

Granger Hunter Improvement District  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_  
A.D., 20\_\_\_\_.

West Valley City Engineer  
Approved this \_\_\_\_\_ Day of \_\_\_\_\_  
A.D., 20\_\_\_\_.

Approval as to Form  
Approved as to Form this \_\_\_\_\_  
Day of \_\_\_\_\_ A.D., 20\_\_\_\_.

West Valley City Council  
Presented to the West Valley City Council this \_\_\_\_\_  
Day of \_\_\_\_\_ A.D., 20\_\_\_\_. At which time  
this subdivision was approved and accepted.

Recorded #  
State of Utah, County of Salt Lake, Recorded and Filed at the Request of  
Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Chairman - West Valley City Planning Commission

Salt Lake Valley Health Department

District Manager

West Valley City Engineer

West Valley City Attorney

Affest: City Recorder

West Valley City Manager

Fee \$ \_\_\_\_\_ Salt Lake County Recorder

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

**ISSUE:**

SD-1-2015 – 6400 West, Parkway Blvd., & 2540 South Dedication Plat

**SYNOPSIS:**

Applicant: West Valley City Public Works  
Proposal: Final Plat Approval  
Location: 6400 West Parkway Blvd.

**BACKGROUND:**

The West Valley City Engineering Division is requesting consideration to dedicate 6400 West, portions of Parkway Boulevard, and portions of 2540 South. The proposed dedication will extend 6400 West to the north just beyond the Riter Canal.

This segment of 6400 West has been on the City's Master Street Plan since 2009. The purpose for the dedication plat is to provide access from Parkway Boulevard to 2540 South. The extension of 6400 West will cross the Riter Canal. A box culvert has been installed allowing for the connection of these two streets. This road will provide a connection with 6755 West to the west and will stub at the A. Lawrence & Elva J. Rushton Family Partnership and Donald R. Rushton property to the east. From there, an eventual connection to 2400 South at 5600 West will be made.

The Right-of-Way will be 66 feet and will consist of curb, gutter and asphalt. For the present time, sidewalk will not be installed. However, sidewalk could be installed on the east and west sides of this road should future development warrant such.

Small portions of Parkway Boulevard will be dedicated as part of this application. Parkway Boulevard is an 80-foot Right-of-Way. However, many of the original properties fronting this road extend into what would be the finished right-of-way width. The Engineering Division has worked with the property owners along this road to secure the necessary property to meet the 40-foot half width.

**RECOMMENDATION:**

The Planning Commission approved this application.

**SUBMITTED BY:**

Steve Lehman, Current Planning Manager

**SD-1-2015**  
**6400 West, Parkway Boulevard & 2540 South Dedication Plat**  
**6400 West Parkway Boulevard**

**BACKGROUND:**

The West Valley City Engineering Division is requesting consideration to dedicate 6400 West, portions of Parkway Boulevard, and portions of 2540 South. The proposed dedication will extend 6400 West to the north just beyond the Riter Canal.

**ISSUES:**

The proposed street dedication is being initiated by the City Engineering Division. This segment of 6400 West has been on the City's Master Street Plan since 2009. The purpose for the dedication plat is to provide access from Parkway Boulevard to 2540 South. The extension of 6400 West will cross the Riter Canal. A box culvert has been installed for this purpose. This road will connect with 6755 West to the west and will stub at the A. Lawrence & Elva J. Rushton Family Partnership and Donald R. Rushton property. From there an eventual connection to 2400 South at 5600 West will be made.

The Right-of-Way will be 66 feet and will consist of curb, gutter and asphalt. For the present time, sidewalk will not be installed. However, sidewalk could be installed on the east and west sides of this road should future development warrant such.

Small portions of Parkway Boulevard will be dedicated as part of this application. Parkway Boulevard is an 80-foot Right-of-Way. However, many of the original properties fronting this road extend into what would be the finished right-of-way width. The Engineering Division has worked with the property owners along this road to secure the necessary property to meet the 40-foot half width.

**STAFF ALTERNATIVES:**

1. Approval of the dedication plat, subject to a resolution of staff and agency recommendations.
2. Continuation, to address issues raised during the public hearing.

**Applicant:**

West Valley City

**Discussion:** Steve Lehman presented the application. Barbara Thomas asked if a sidewalk will be installed when a property owner develops. Steve replied yes but indicated that it will depend on the type of development. He indicated that manufacturing zones typically have less pedestrian activity and often only one side of the street will have a sidewalk. Chairman Thomas asked if a continuous sidewalk will be installed along the length of the street if it is determined that one is needed. Steve replied yes and stated this will be discussed when the first property develops.

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

Commissioner Woodruff seconded the motion.

**Roll call vote:**

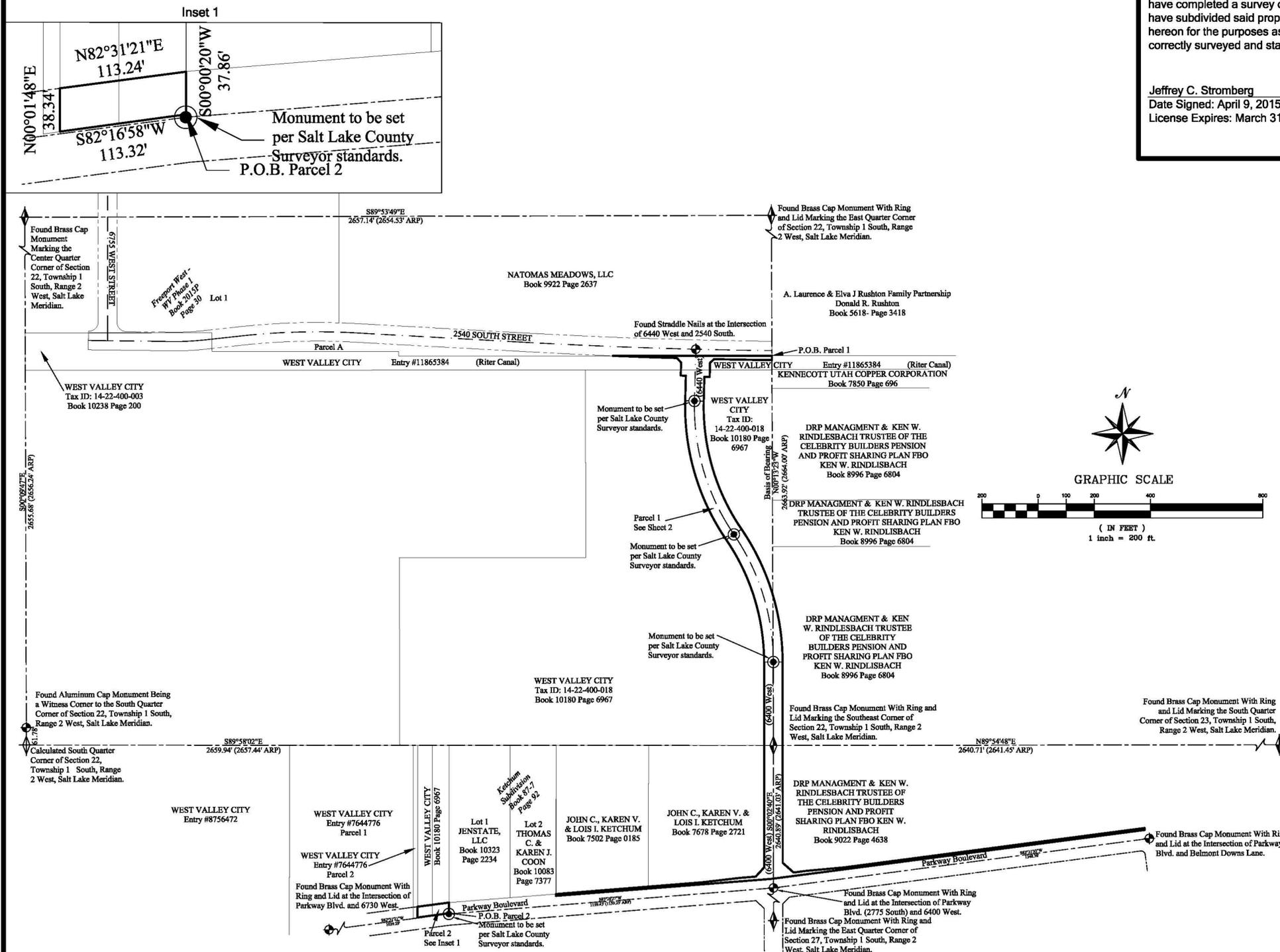
Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Winters	Yes
Commissioner Woodruff	Yes
Chairman Thomas	Yes

**Unanimous-SD-1-2015- Approved**



# 6400 West, Parkway Boulevard, and 2540 South Road Dedication Plat

Located in the Southeast Quarter of Section 22, and the Northeast Quarter of Section 27, and the Northwest Quarter of Section 26, and the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, State of Utah.



### Legal Descriptions:

**Parcel 2:**  
A parcel of land located in the Northeast Quarter of Section 27, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, Utah, described as follows:

Beginning at a point, said point being 593.63 feet South 00°02'40" East along the East Section line and 1155.81 feet South 89°57'20" West from the Northeast corner of said Section 27 and running thence South 82°16'58" West 113.32 feet; thence North 00°01'48" East 38.34 feet; thence North 82°31'21" East 113.24 feet; thence South 00°00'20" West 37.86 feet to the point of beginning. Containing 4,277 square feet or 0.10 acre more or less.

### Surveyor's Certificate:

I, Jeffrey C. Stromberg, do hereby certify that I am a Professional Land Surveyor, holding Certificate Number 7027191, as prescribed by the laws of the State of Utah. I further certify that by the authority of the owner(s), I have completed a survey of the parcel(s) of land shown on this plat and have subdivided said property into a public road and have described hereon for the purposes as indicated hereon, and that the same has been correctly surveyed and staked on the ground as shown hereon.

Jeffrey C. Stromberg  
Date Signed: April 9, 2015  
License Expires: March 31, 2017



### Legal Descriptions:

**Parcel 1:**  
A parcel of land located in the Southeast Quarter of Section 22 and the Northeast Quarter of Section 27 and the Northwest Quarter of Section 26 and the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, Utah, described as follows:

Beginning at the Southeast corner of the Freeport West - WV Phase 1 Subdivision as recorded in the official records of the Salt Lake County Recorder's Office point, said point being 1282.25 feet South 00°13'23" East along the East Section line from the East Quarter corner of said Section 22 and running thence along said East Section line South 00°13'23" East 15.66 feet to a point on a 20018.00 foot radius non-tangent curve to the right; thence along the arc of said curve 206.18 feet, chord bears North 89°02'36" West 206.17 feet; thence South 46°20'40" West 19.54 feet; thence South 01°26'30" West 49.37 feet; thence North 88°33'30" West 19.00 feet; thence South 01°26'30" West 87.37 feet to a point on a 767.00 foot radius curve to the left; thence along the arc of said curve 480.23 feet, chord bears South 16°32'25" East 472.42 feet to a point on a 833.00 foot radius reverse curve to the right; thence along the arc of said curve 500.60 feet, chord bears South 17°15'38" East 493.10 feet; thence South 00°02'40" East 712.26 feet; thence South 48°44'23" East 51.53 feet; thence North 82°33'54" East 45.45 feet; thence North 84°42'07" East 134.13 feet; thence North 82°33'54" East 1079.05 feet; thence South 00°04'02" East 7.06 feet; thence South 82°33'54" West 1331.50 feet; thence South 00°02'39" East 0.43 feet; thence South 85°30'29" West 446.85 feet; thence South 85°30'12" West 330.27 feet; thence North 00°04'05" East 6.52 feet; thence North 85°26'27" East 522.18 feet; thence North 83°18'45" East 136.35 feet; thence North 85°26'58" East 55.67 feet; thence North 42°42'09" East 44.61 feet; thence North 00°02'40" West 727.86 feet to a point on a 767.00 foot radius curve to the left; thence along the arc of said curve 460.94 feet, chord bears North 17°15'38" West 454.03 feet to a point on a 833.00 foot radius reverse curve to the right; thence along the arc of said curve 521.55 feet, chord bears North 16°32'25" West 513.07 feet; thence North 01°26'30" East 89.42 feet; thence North 88°33'30" West 18.00 feet; thence North 01°26'30" East 46.37 feet; thence North 43°27'40" West 21.78 feet to a point on a 20018.00 foot radius non-tangent curve to the right; thence along the arc of said curve 228.46 feet, chord bears North 89°02'35" West 228.46 feet to a point on the South line of said Freeport West - WV Phase 1 Subdivision; thence along said South line North 89°56'58" East 566.53 feet to the point of beginning. Containing 150,086 square feet or 3.45 acre more or less.

### Owner's Dedication and Consent to Record:

Know all men by these presents that the undersigned owners of the above described property for the purpose of dedicating the same as a public road and have caused the same to be dedicated to West Valley City pursuant to the laws and applicable ordinances of West Valley City and the laws of the State of Utah, in witness whereof we have hereunto set our hands

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015.

Ron Bigelow, Mayor, West Valley City

### Acknowledgment:

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015, personally appeared before me Ron Bigelow signer of the hereon Owner's Dedication, who being duly sworn did say that he is the Mayor of West Valley City, a municipal corporation of the State of Utah and that he signed this plat entitled "6400 West, Parkway Boulevard, and 2540 South Road Dedication Plat" on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor Bigelow acknowledged to me that said West Valley City executed the same.

My Commission Expires \_\_\_\_\_ Notary Public

### 6400 West, Parkway Boulevard, and 2540 South Road Dedication Plat

Public Right of Way located in the Southeast Quarter of Section 22 and the Northeast Quarter of Section 27 and the Northwest Quarter of Section 26 and the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, Utah.

Sheet 1 of 2

Prepared By:

**PEC**  
PROJECT ENGINEERING CONSULTANTS

986 West 9000 South  
West Jordan, Utah 84088  
www.pec.us.com  
Tel. (801) 495-4240  
Fax. (801) 495-4244

West Valley City Planning Commission

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2015  
by the West Valley City Planning Commission.

Chairman, West Valley City Planning Commission Date \_\_\_\_\_

Kearns Improvement District

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2015

Kearns Improvement District Manager

West Valley City Engineering Division

I hereby Certify that I have had this plat examined by this office and have found it to be correct in accordance with information on file and is hereby approved.

West Valley City Engineer Date \_\_\_\_\_

City Attorney

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2015

West Valley City Attorney

West Valley City Council

Presented to the West Valley City Council this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2015 and is hereby approved.

West Valley City Manager \_\_\_\_\_

Attest West Valley City Recorder \_\_\_\_\_

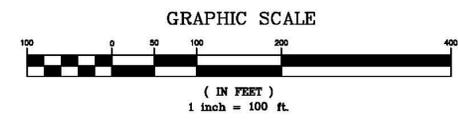
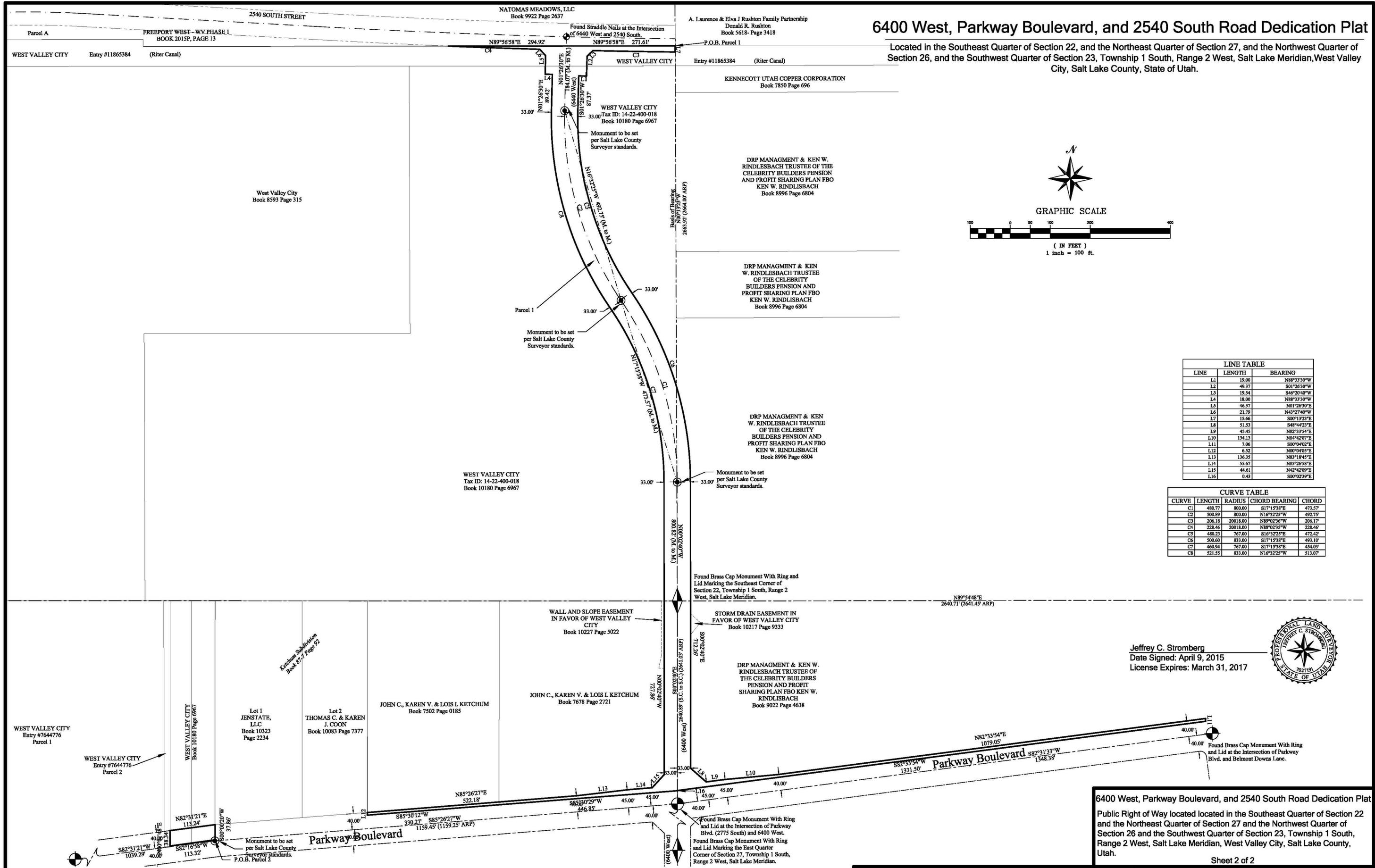
Salt Lake County Recorder Entry No. \_\_\_\_\_  
State of Utah, County of Salt Lake, Recorded and filed at the request of: \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Fee \_\_\_\_\_ Salt Lake County Recorder

# 6400 West, Parkway Boulevard, and 2540 South Road Dedication Plat

Located in the Southeast Quarter of Section 22, and the Northeast Quarter of Section 27, and the Northwest Quarter of Section 26, and the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, State of Utah.



LINE TABLE		
LINE	LENGTH	BEARING
L1	19.00	N88°33'30"W
L2	46.37	S01°26'30"W
L3	19.54	S46°29'40"W
L4	18.00	N88°33'30"W
L5	46.37	N01°26'30"E
L6	21.79	N43°27'40"W
L7	15.66	S00°13'23"E
L8	51.53	S48°44'23"E
L9	45.45	N82°33'54"E
L10	134.13	N84°42'07"E
L11	7.06	S00°04'02"E
L12	6.52	N00°04'05"E
L13	136.35	N83°18'45"E
L14	55.67	N85°26'58"E
L15	44.61	N42°42'09"E
L16	0.43	S00°02'39"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	480.77	800.00	S17°15'38"E	473.57
C2	500.89	800.00	N16°32'25"W	492.75
C3	206.18	20018.00	N89°02'36"W	206.17
C4	228.46	20018.00	N88°02'35"W	228.46
C5	480.23	767.00	S16°32'25"E	472.42
C6	500.60	833.00	S17°15'38"E	493.10
C7	460.94	767.00	S17°15'38"E	454.09
C8	521.55	833.00	N16°32'25"W	513.07

Jeffrey C. Stromberg  
Date Signed: April 9, 2015  
License Expires: March 31, 2017



6400 West, Parkway Boulevard, and 2540 South Road Dedication Plat  
Public Right of Way located in the Southeast Quarter of Section 22 and the Northeast Quarter of Section 27 and the Northwest Quarter of Section 26 and the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian, West Valley City, Salt Lake County, Utah.  
Sheet 2 of 2

Prepared By:  
  
 PROJECT ENGINEERING CONSULTANTS  
 986 West 9000 South  
 West Jordan, Utah 84088  
 www.pec.us.com  
 Tel. (801) 495-4240  
 Fax. (801) 495-4244

Salt Lake County Recorder Entry No. \_\_\_\_\_  
 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:	\$600.00
Funding Source:	Class C Road funds
Account #:	11-7582-40750-00000-0000
Budget Opening Required:	_____

**ISSUE:**

Right-of-way Agreement, Warranty Deed, and a Grant of Temporary Construction Easement from Judy F. Pearce and J. Thomas Pearce, as trustees of the Judy F. Pearce Trust, dated February 23, 2009.

**SYNOPSIS:**

Authorization and execution of a Right-of-way Agreement and acceptance of a Warranty Deed, Storm Drain Easement and a Grant of Temporary Easement from the Judy F. Pearce Trust, dated February 23, 2009. Judy F. Pearce and J. Thomas Pearce, as trustees of the Judy F. Pearce Trust, dated February 23, 2009 have signed a Right-of-way Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3525 South 6800 West (parcel 14-34-201-017).

**BACKGROUND:**

This parcel located at 3525 South 6800 West is one of the properties affected and benefitted by the construction of the 3500 South 6800 West Safe Sidewalks Project which will include the construction of curb, gutter, sidewalk, textured colored concrete, road widening and storm drain improvements on the south side of 3500 South. The project will extend from the intersection of 3500 South and 6800 West eastward approximately 225 feet to existing improvements. Compensation for the purchase of 168 square feet of property and the Grant of Temporary Easement is \$600.00 based upon the appraisal report prepared by the Integra Realty Resources.

**RECOMMENDATION:**

Authorize Mayor to execute Right-of-way Agreement, and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf West Valley City.

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY AGREEMENT WITH JUDY F. PEARCE AND J. THOMAS PEARCE, AS TRUSTEES OF THE JUDY F. PEARCE TRUST, DATED FEBRUARY 23, 2009, FOR PROPERTY LOCATED AT 3525 SOUTH 6800 WEST AND TO ACCEPT A WARRANTY DEED AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT.**

**WHEREAS**, Judy F. Pearce and J. Thomas Pearce, as Trustees of the Judy F. Pearce Trust, dated February 23, 2009, (herein “Pearce”), owns property located at approximately 3525 South 6800 West, in West Valley City (herein the “Property”); and

**WHEREAS**, the Property is affected by the construction of the 3500 South 6800 West Safe Sidewalks Project; and

**WHEREAS**, the City desires to purchase a right-of-way on the Property to facilitate construction of the Project; and

**WHEREAS**, Pearce has agreed to convey said right-of-way to the City; and

**WHEREAS**, an agreement has been prepared for execution by and between Pearce and West Valley City, a copy of which is attached hereto and entitled “West Valley City Right-of-Way Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, Pearce has executed a Warranty Deed conveying said right-of-way to the City, as well as a Grant of Temporary Construction Easement; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Warranty Deed and Grant of Temporary Construction Easement;

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

1. That the “West Valley City Right-of-Way Agreement” is hereby approved in substantially the form attached, and 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.

2. The Mayor is hereby authorized to accept a Warranty Deed conveying the right-of-way to the City, as well as a Grant of Temporary Construction Easement from Pearce.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

**WEST VALLEY CITY  
RIGHT-OF-WAY AGREEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Judy F. Pearce and J. Thomas Pearce, trustees of the Judy F. Pearce Trust, dated February 23, 2009, of 3525 South 6800 West**, GRANTORS, hereby agree to sell to **West Valley City, a municipal corporation of the State of Utah**, having an address of 3600 Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, its successors and assigns, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows:

A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning North 89°58'01" East 233 feet and South 0°22'30" West 33 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 89°58'01" East 24 feet to the northeast corner of Grantors' property; thence South 0°22'30" West 7.00 feet along said easterly boundary; thence South 89°58'01" West 24.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 7.00 feet along said westerly boundary to Point of Beginning. Contains 168 square feet.

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

1. Said tract of land is granted free and clear of all liens and encumbrances, and partial releases for said tract of land shall be furnished to West Valley City prior to payment. The total amount in cash settlement shall be paid to GRANTORS, except such portion thereof as GRANTORS, may assign to lien-holders in obtaining the partial releases.

2. West Valley City shall pay **\$600.00**, in cash, for the above-described property. This amount constitutes the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to said property. Payment shall be made within 60 days of approval of this agreement by the West Valley City Council.

3. Construction shall be in accordance with project plans and specifications. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this agreement.

4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve West Valley City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

5. It is understood by the parties that none of the intended improvements shall have any effect upon the existing zoning of GRANTORS' remaining property, nor has West Valley City made any representations or promises whatsoever regarding present or future zoning. This shall not be construed to mean that the zoning cannot be changed in the future as provided in West Valley City ordinances as they currently exist or as amended in the future.

6. GRANTORS agree to pay all taxes assessed against the property, as well as all levied or pending assessments affecting the property up to the closing date. However, if for any reason the Salt Lake

County Treasurer determines there are rollback taxes due on the property, it shall be the responsibility of GRANTEE to pay said taxes.

7. This agreement is contingent on the approval of the West Valley City Council.

WITNESSED the hands of said GRANTOR this 27<sup>TH</sup> day of JULY, 2015.

GRANTOR

Judy F. Pearce, Trustee  
Judy F. Pearce, Trustee

GRANTOR

J. Thomas Pearce, Trustee  
J. Thomas Pearce, Trustee

State of UTAH )  
County of SALT LAKE ) :ss

On this 27<sup>TH</sup> day of JULY, 2015, personally appeared before me Judy F. Pearce, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Trustee, of the Judy F. Pearce Trust, dated February 23, 2009, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.



Steven J. Dale  
Notary Public

State of UTAH )  
County of SALT LAKE ) :ss

On this 27<sup>TH</sup> day of JULY, 2015, personally appeared before me J. Thomas Pearce, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Trustee, of the Judy F. Pearce Trust, dated February 23, 2009, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.



Steven J. Dale  
Notary Public

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

Space above for County Recorder's use  
Portion of PARCEL I.D. #14-34-201-017

### WARRANTY DEED

**Judy F. Pearce and J. Thomas Pearce, trustees of the Judy F. Pearce Trust, dated February 23, 2009**, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, 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, located at **3525 South 6800 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

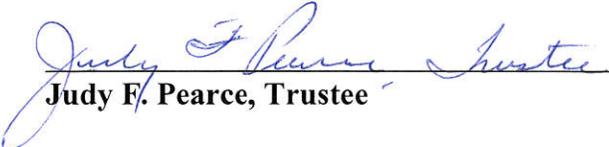
A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

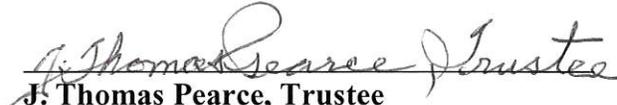
Beginning North 89°58'01" East 233 feet and South 0°22'30" West 33 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 89°58'01" East 24 feet to the northeast corner of Grantors' property; thence South 0°22'30" West 7.00 feet along said easterly boundary; thence South 89°58'01" West 24.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 7.00 feet along said westerly boundary to Point of Beginning. Contains 168 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 hands of said GRANTORS this 27<sup>th</sup> day of JULY,  
20 13.

GRANTORS

  
Judy F. Pearce, Trustee

  
J. Thomas Pearce, Trustee



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 ID NO: 14-34-201-017

**WEST VALLEY CITY  
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Judy F. Pearce and J. Thomas Pearce, trustees of the Judy F. Pearce Trust, dated February 23, 2009**, of 3525 South 6800 West, West Valley City, Utah 84128, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTORS' land located at **3525 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning North 89°58'01" East 233 feet and South 0°22'30" West 40.00 feet from the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 89°58'01" East 24 feet to the easterly boundary of Grantors' property; thence South 0°22'30" West 10.00 feet along said easterly boundary; thence South 89°58'01" West 24.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 10.00 feet along said westerly boundary to Point of Beginning. Encompassing 240 square feet.

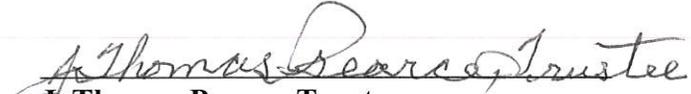
Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTORS.

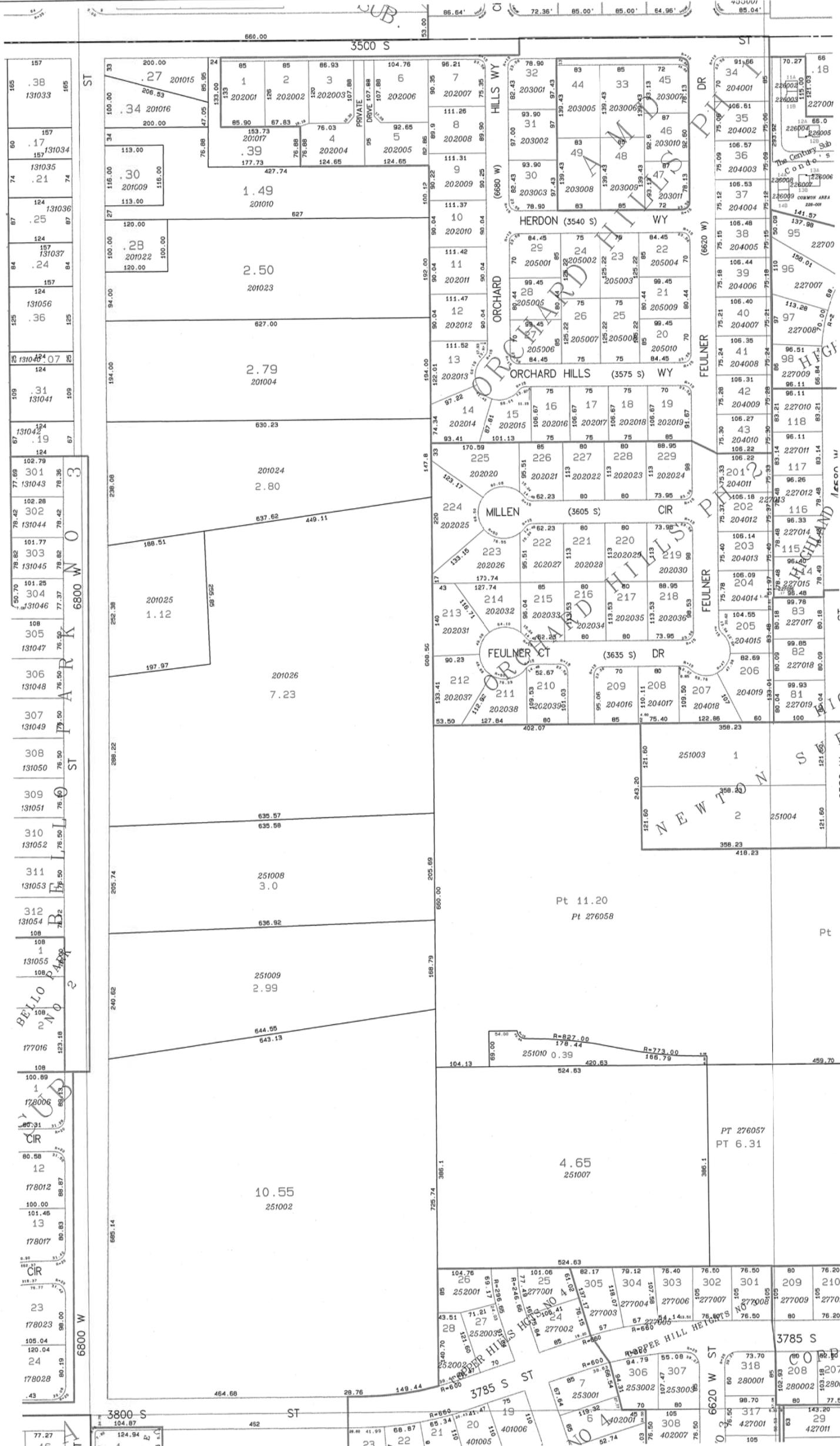
WITNESSED the hands of said GRANTORS this 27<sup>TH</sup> day of JULY, 2015.

GRANTORS

  
**Judy F. Pearce, Trustee**

  
**J. Thomas Pearce, Trustee**

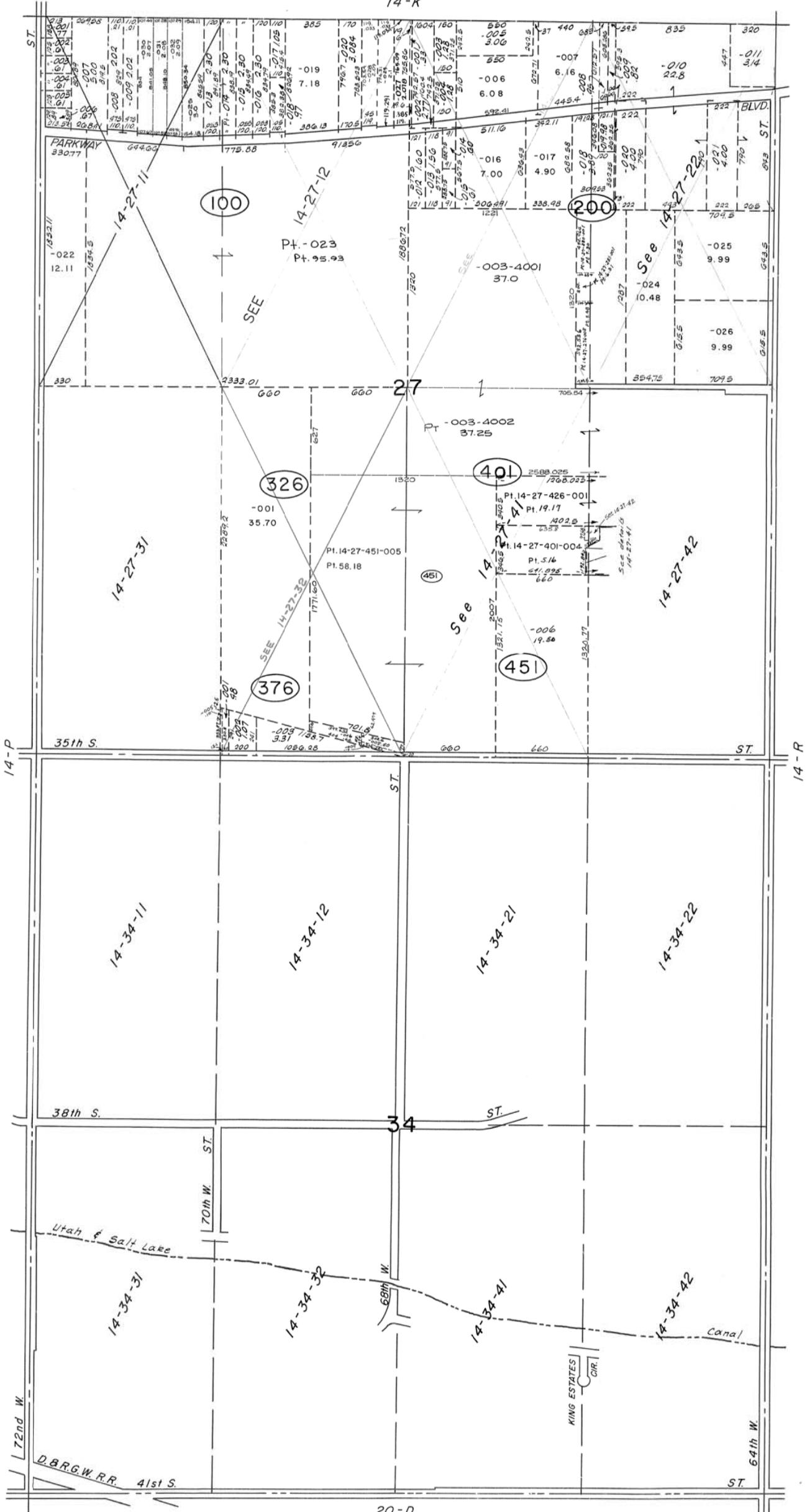




W. 1/2 N.E. 1/4 SEC.34 T.1S. R.2W.

PREPARED BY SALT LAKE COUNTY RECORDER - GARY OTT  
Copyright 1998

This map is not intended to represent actual physical property lines. In order to establish exact physical boundaries a survey of the property may be necessary



SALT LAKE CO.  
SECS. 27 & 34 T.1S. R.2W.

PREPARED BY SALT LAKE COUNTY RECORDER  
 THE MAP IS NOT INTENDED TO REPRESENT ACTUAL PHYSICAL PROPERTY BOUNDARIES. IN ORDER TO ESTABLISH EXACT PHYSICAL BOUNDARIES A SURVEY OF THE PROPERTY MAY BE NECESSARY.



Item #:	
Fiscal Impact:	\$5,000.00
Funding Source:	Class C Road funds
Account #:	11-7582-40750-00000-0000
Budget Opening Required:	

**ISSUE:**

Right-of-way Agreement, Warranty Deed, Storm Drain Easement and a Grant of Temporary Construction Easement from Vaughn R. Feulner and Kathleen C. Feulner.

**SYNOPSIS:**

Authorization and execution of a Right-of-way Agreement and acceptance of a Warranty Deed, Storm Drain Easement and a Grant of Temporary Easement from Vaughn R. Feulner and Kathleen C. Feulner. Vaughn R. Feulner and Kathleen C. Feulner have signed a Right-of-way Agreement, Warranty Deed, Storm Drain Easement and a Grant of Temporary Construction Easement for property located at 3515 South 6800 West (parcel 14-34-201-015).

**BACKGROUND:**

This parcel located at 3515 South 6800 West is one of the properties affected and benefitted by the construction of the 3500 South 6800 West Safe Sidewalks Project which will include the construction of curb, gutter, sidewalk, textured colored concrete, road widening and storm drain improvements on the south side of 3500 South. The project will extend from the intersection of 3500 South and 6800 West eastward approximately 225 feet to existing improvements. Compensation for the purchase of 1,700 square feet of property and associated easements is \$5,000.00. Compensation was negotiated based upon the appraisal report prepared by the Integra Realty Resources which indicated a value of \$4,600.00.

**RECOMMENDATION:**

Authorize Mayor to execute Right-of-way Agreement, and accept Special Warranty Deed, Storm Drainage Easement and a Grant of Temporary Construction Easement. Recording of documents and the distribution of funds will be handled through a title company.

**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 ENTER INTO A RIGHT OF WAY AGREEMENT WITH VAUGHN R. FEULNER AND KATHLEEN C. FEULNER FOR PROPERTY LOCATED AT 3515 SOUTH 6800 WEST AND TO ACCEPT A WARRANTY DEED, STORM DRAIN EASEMENT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT.**

**WHEREAS**, Vaughn R. Feulner and Kathleen C. Feulner, (herein “Feulner”), own property located at approximately 3515 South 6800 West, in West Valley City (herein the “Property”); and

**WHEREAS**, the Property is affected by the construction of the 3500 South 6800 West Safe Sidewalks Project; and

**WHEREAS**, the City desires to purchase a right-of-way on the Property to facilitate construction of the Project; and

**WHEREAS**, Feulner has agreed to convey said right-of-way to the City; and

**WHEREAS**, an agreement has been prepared for execution by and between Feulner and West Valley City, a copy of which is attached hereto and entitled “West Valley City Right-of-Way Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, Feulner has executed a Warranty Deed conveying said right-of-way to the City, as well as a Storm Drain Easement and a Grant of Temporary Construction Easement; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Warranty Deed, Storm Drain Easement and a Grant of Temporary Construction Easement;

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

1. That the “West Valley City Right-of-Way Agreement” is hereby approved in substantially the form attached, and 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.

2. The Mayor is hereby authorized to accept a Warranty Deed conveying the right-of-way to the City, as well as a Storm Drain Easement and a Grant of Temporary Construction Easement from Feulner.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

**WEST VALLEY CITY  
RIGHT-OF-WAY AGREEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Vaughn R. Feulner and Kathleen C. Feulner**, of **3515 South 6800 West**, GRANTORS, hereby agree to sell to **West Valley City, a municipal corporation of the State of Utah**, having an address of 3600 Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, its successors and assigns, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows:

A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point 33.00 feet North 89°58'01" East and 33.00 feet South 0°22'30" West of the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; running thence North 89°58'01" East 200.00 feet to the northeast corner of Grantors' property; thence South 0°22'30" West 7.00 feet along the easterly boundary of Grantors' property; thence South 89°58'01" West 200.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 7.00 feet along said westerly boundary to the Point of Beginning. Containing 1,400 square feet.

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

1. Said tract of land is granted free and clear of all liens and encumbrances, and partial releases for said tract of land shall be furnished to West Valley City prior to payment. The total amount in cash settlement shall be paid to GRANTORS, except such portion thereof as GRANTORS, may assign to lien-holders in obtaining the partial releases.

2. West Valley City shall pay ~~\$4,600.00~~ <sup>5,000.00</sup> in cash, for the above-described property. This amount constitutes the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to said property. Payment shall be made within 60 days of approval of this agreement by the West Valley City Council.

3. Construction shall be in accordance with project plans and specifications. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this agreement.

4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve West Valley City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

5. It is understood by the parties that none of the intended improvements shall have any effect upon the existing zoning of GRANTORS' remaining property, nor has West Valley City made any representations or promises whatsoever regarding present or future zoning. This shall not be construed to mean that the zoning cannot be changed in the future as provided in West Valley City ordinances as they currently exist or as amended in the future.

6. GRANTORS agree to pay all taxes assessed against the property, as well as all levied or pending assessments affecting the property up to the closing date. However, if for any reason the Salt Lake County Treasurer determines there are rollback taxes due on the property, it shall be the responsibility of GRANTEE to pay said taxes.

7. This agreement is contingent on the approval of the West Valley City Council.

WITNESSED the hands of said GRANTOR this 21<sup>ST</sup> day of JULY, 2015.

GRANTOR

Vaughn R Feulner  
Vaughn R. Feulner

GRANTOR

Kathleen C. Feulner  
Kathleen C. Feulner

State of UTAH )  
 ) :ss  
County of SALT LAKE )

On this 21<sup>ST</sup> day of JULY, 2015, personally appeared before me Vaughn R. Feulner, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Steven J. Dale  
Notary Public

State of UTAH )  
 ) :ss  
County of SALT LAKE )

On this 21<sup>ST</sup> day of JULY, 2015, personally appeared before me Kathleen C. Feulner, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Steven J. Dale  
Notary Public

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

Space above for County Recorder's use  
Portion of PARCEL I.D. #14-34-201-015

### WARRANTY DEED

**Vaughn R. Feulner and Kathleen C. Feulner**, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, 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, located at **3515 South 6800 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point 33.00 feet North 89°58'01" East and 33.00 feet South 0°22'30" West of the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; running thence North 89°58'01" East 200.00 feet to the northeast corner of Grantors' property; thence South 0°22'30" West 7.00 feet along the easterly boundary of Grantors' property; thence South 89°58'01" West 200.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 7.00 feet along said westerly boundary to the Point of Beginning. Containing 1,400 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 hands of said GRANTORS this 21<sup>st</sup> day of JULY,  
20 15.

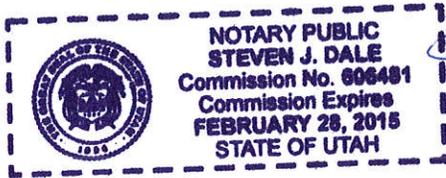
GRANTORS

  
\_\_\_\_\_  
Vaughn R. Feulner

  
\_\_\_\_\_  
Kathleen C. Feulner

State of UTAH )  
County of SALT LAKE ) :SS

On this 21<sup>st</sup> day of JULY, 2015, personally appeared before me **Vaughn R. Feulner** and **Kathleen C. Feulner**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.



  
Notary Public

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. # 14-34-201-015

### STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Vaughn R. Feulner and Kathleen C. Feulner**, of 3515 South 6800 West, West Valley City, Utah 84128, 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, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drain and flood control facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

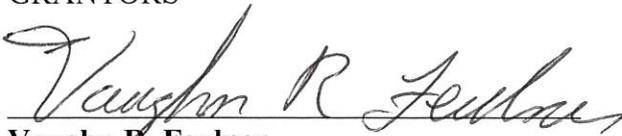
A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point 33.00 feet North 89°58'01" East and 40.00 feet South 0°22'30" West of the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian; running thence North 89°58'01" East 10.00 feet; thence South 0°22'30" West 18.00 feet; thence South 89°58'01" West 10.00 feet to the westerly boundary of Grantors' property; thence North 0°22'30" East 18.00 feet along said westerly boundary to the Point of Beginning. Encompassing 180 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 hands of said GRANTORS this 21<sup>ST</sup> day of JULY, 2015.

GRANTORS

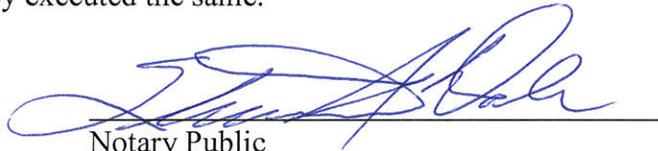
  
Vaughn R. Feulner

  
Kathleen C. Feulner

State of UTAH )  
County of SALT LAKE ) :SS

On this 21<sup>ST</sup> day of JULY, 2015, personally appeared before me **Vaughn R. Feulner** and **Kathleen C. Feulner**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.



  
Notary Public

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 ID NO: **14-34-201-015**

**WEST VALLEY CITY  
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Vaughn R. Feulner and Kathleen C. Feulner**, of 3515 South 6800 West, West Valley City, Utah 84128, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3515 South 6800 West**, for construction and replacement of improvements, said easement being described as follows:

A parcel of land located in the Northeast Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point 33.00 feet North 89°58'01" East and 40.00 feet South 0°22'30" West and 200.00 feet North 89°58'01" East of the North Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being the northeast corner of Grantors' property; thence South 0°22'30" West 15.00 feet along the easterly boundary of Grantors' property; thence South 89°58'01" West 40.00 feet; thence North 0°22'30" East 15.00 feet thence North 89°58'01" East 40.00 feet to the Point of Beginning. Encompassing 600 square feet.

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

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTORS.

WITNESSED the hands of said GRANTORS this 21<sup>st</sup> day of JULY, 2015.

GRANTORS

  
\_\_\_\_\_  
Vaughn R. Feulner

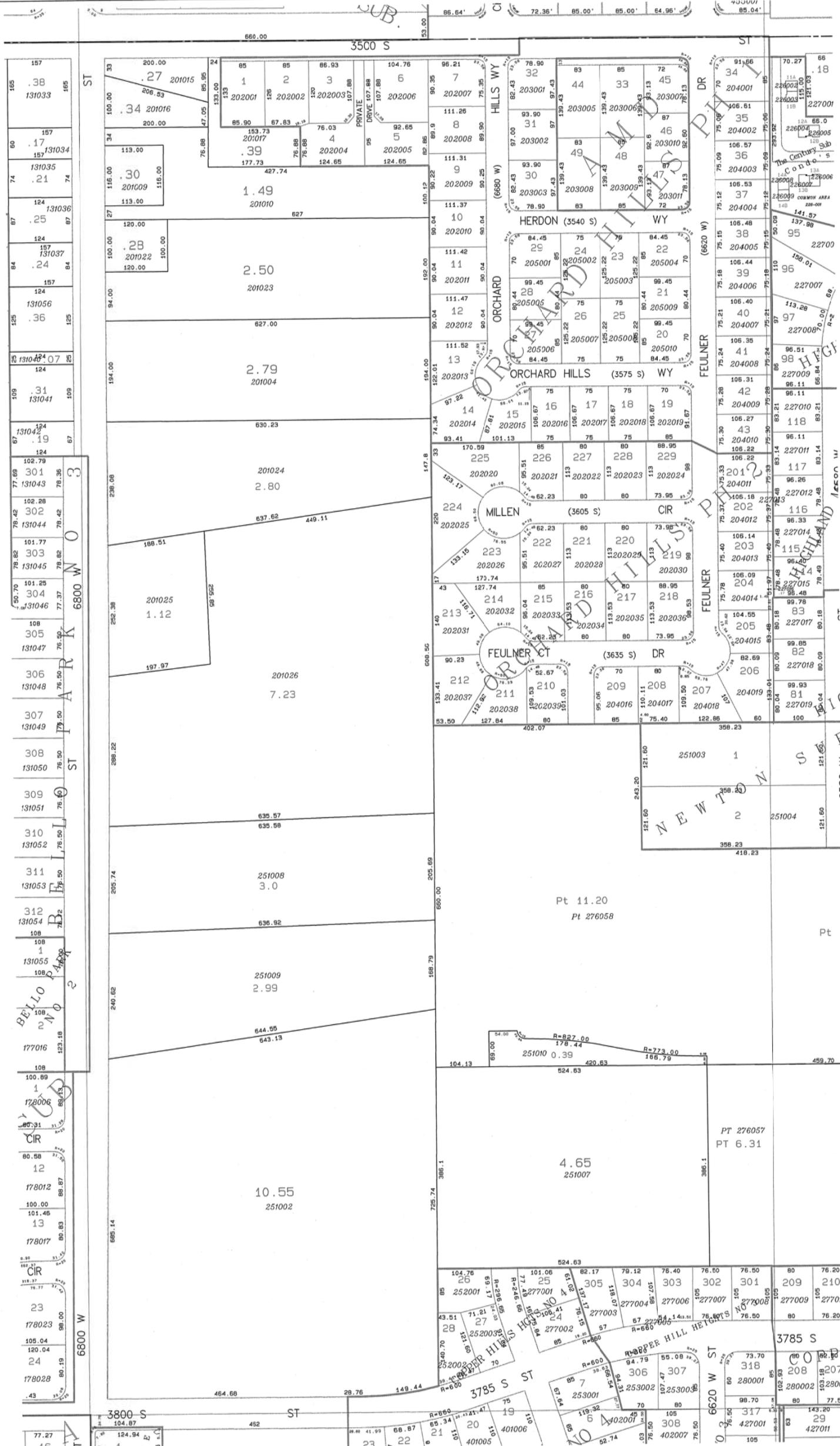
  
\_\_\_\_\_  
Kathleen C. Feulner

State of UTAH )  
County of SALT LAKE ) :SS

On this 21<sup>ST</sup> day of JULY, 2015,  
personally appeared before me **Vaughn R. Feulner** and **Kathleen C. Feulner**, whose identities  
are personally known to me or proved to me on the basis of satisfactory evidence to be the persons  
whose names are subscribed to this instrument, and acknowledged that they executed the same.



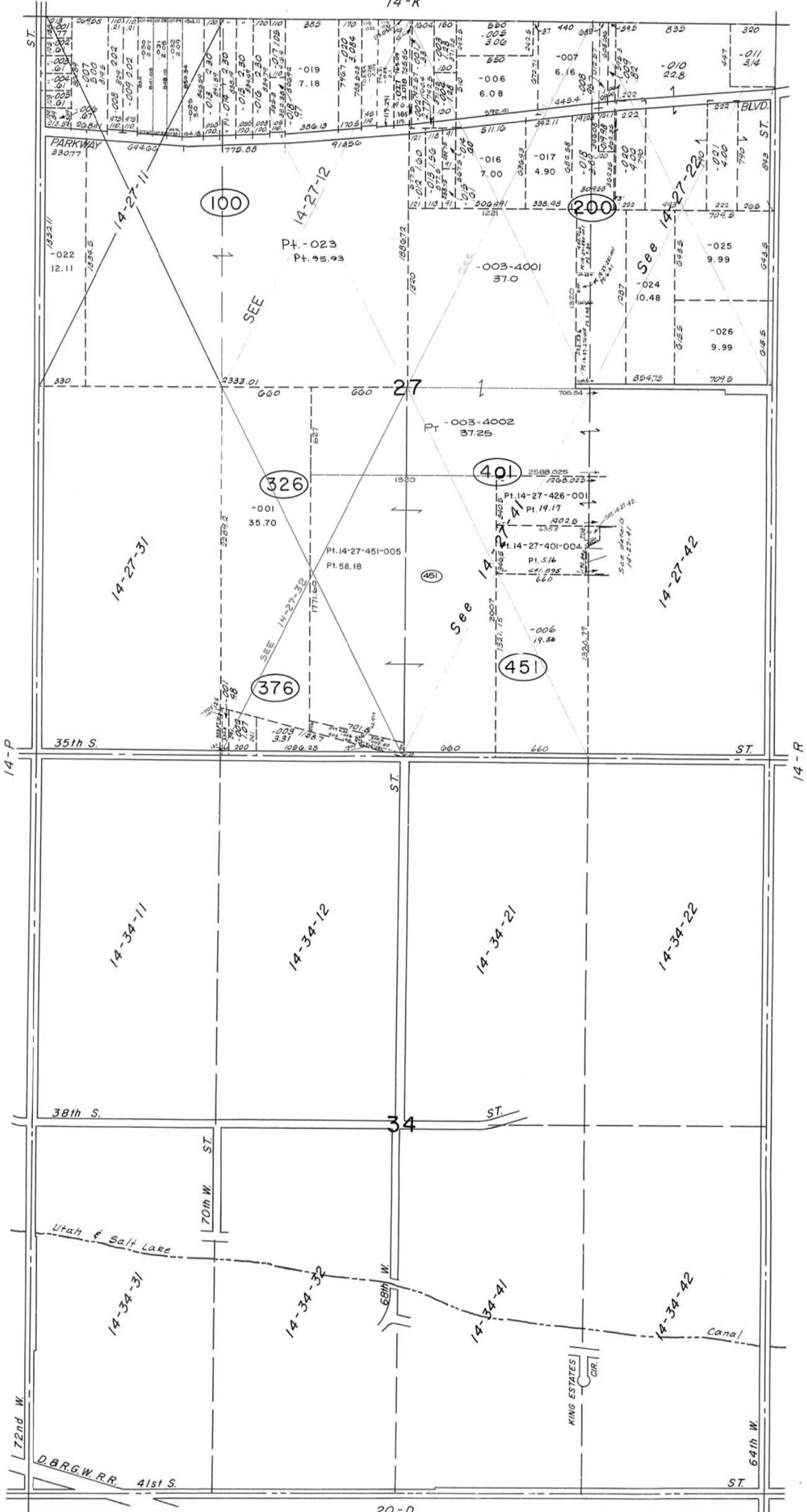
  
Notary Public



W. 1/2 N.E. 1/4 SEC.34 T.1S. R.2W.

PREPARED BY SALT LAKE COUNTY RECORDER - GARY OTT  
Copyright 1998

This map is not intended to represent actual physical property lines. In order to establish exact physical boundaries a survey of the property may be necessary



SALT LAKE CO.  
SECS. 27 & 34 T.1S. R.2W.

PREPARED BY SALT LAKE COUNTY RECORDER  
 THE MAP IS NOT INTENDED TO REPRESENT ACTUAL PHYSICAL PROPERTY BOUNDARIES. IN ORDER TO ESTABLISH EXACT PHYSICAL BOUNDARIES A SURVEY OF THE PROPERTY MAY BE NECESSARY.





# Officer 1<sup>st</sup> Class

Council Discussion

July 21, 2015

# Purpose

---

- Career Development
- Performance Accountability
- Retention
- Recruiting
- Added value for line personnel
- Horizontal career track vs. Traditional Vertical
- Pay incentive
- Morale



# Requirements

---

- Time & Education (must meet one criteria below):
  - 8 years police experience with a Bachelor's Degree.
  - 10 years police experience with an Associate's Degree (or 60 semester hours).
  - 12 years police experience.
    - Any education must be from a regionally accredited university/college approved through the US Department of Education:  
<http://ope.ed.gov/accreditation/>
- Combination of Specialty/Secondary Assignments as defined in the application.
- Must receive a Meets Expectations or Exceeds Expectations performance evaluation review for the previous 3 years.
- Disciplinary Review (must meet all criteria below):
  - No discipline exceeding 20 cumulative hours of unpaid time off within the past 3 years.
  - No discipline exceeding 30 cumulative hours of unpaid time off within the past 4 years.
  - No discipline exceeding 40 cumulative hours of unpaid time off within the past 5 years.
  - No demotion within the past 5 years.
  - No more than 2 at-fault accidents within the past 3 years.



# Competencies

- Combination of specialty/secondary assignments
  - Required
    - a. CPR
    - b. All department mandatory training (Firearms, EVO, Asp, OC, Taser if assigned)
- Specialty/Secondary Assignments (6 years collective service)

- K-9	- FTO	- Hostage Negotiator
- Detectives	- Radar/Lidar	- Dive Team
- COP	- Task Force Officer	- Peer Support
- DARE	- SWAT	- Department Instructor
- Motors	- Bomb Squad	- CVSA Examiner
- DRE	- CIT	- CJC/FIT Certified
- Motor School	- Blood Tech	- Armorer
- Intoxilyzer	- Accident Investigator/Reconstructionist	



# Written Examination

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- Criminal Evidence – Constitutional Principles for Searches, Seizures, Interrogation and Identification. Rutledge, D., J.D. LawTech Custom Publishing (2012).
- The Ethics Challenge in Public Service – A Problem Solving Guide. Lewis, Carol W., Gilman, Stuart C. 3<sup>rd</sup> Edition (2012)
- National Incident Management System (NIMS), U.S. Department of Homeland Security (2008)
- USDOJ Problem Oriented Policing Guides: A Guide to Reducing Crime and Disorder Through Problem-Solving Partnerships; Researching a Problem; Using Analysis for Problem Solving
- Techniques of Crime Scene Investigation. Fisher, B.A.J., CRC Press, 8<sup>th</sup> Edition, 2012
- West Valley City Police Department Policies and Procedures



# Pay Scales

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## Area Police Pay (100+ Officers)

- *Salt Lake City PD*
  - Entry: \$18/hr.
  - @ 8 yrs.: \$31.43 to \$33.00/hr.
- *Unified Police Department*
  - Entry: \$18.64/hr.
  - @ 8yrs.: \$25.89 (max @ \$28/hr.)
- *West Jordan PD*
  - Entry: \$19.32/hr.
  - @8yrs.: \$27.19 (max @ \$31.53/hr.)

## West Valley City PD (208 Ofc.)

- Entry: \$18.63
- @ 8yrs.: \$25.35
- Max: \$27.69
- Ofc. 1<sup>st</sup> Class: \$28.79 to \$30.84
  - Max attained @ Step 3 (12 to 15 years of service)



# Costs

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- Officer 1<sup>st</sup> Class Program
  - All eligible @ 8 yrs.: \$144,000
  - All eligible @ 10 yrs.: \$95,000
  - All eligible @ 12 yrs.: \$67,000
  
- Estimated actual cost for FY 15/16  $\approx$  \$67K to \$95K

August 6, 2015

**MEMORANDUM**

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

July 16 –  
August 26, 2015 Face of Utah Sculpture 11 Exhibit, UCCC Gallery

July 28 –  
August 7, 2015 Early Voting Period for Municipal Primary Election, City Hall Lobby, 11:00 A.M. – 3:00 P.M. (weekdays only)

- August 6, 2015 Police Department Retirement Reception, Stonebridge Golf Course Clubhouse, 4415 Links Drive, 6:00 P.M. – 8:00 P.M.

August 6, 2015 Summer at the Station Free Concert Series – Endless Summer, Fairbourne Station, 6:30 P.M. – 8:30 P.M.

August 10, 2015  
Health WVC Neighborhood Nights - Senior Safety & Fair, Family Fitness Center, 9:00 A.M. – 11:00 A.M.

- August 10, 2015  
6:00 WVC Neighborhood Nights – Family Safety & Health Fair, Family Fitness Center, 4:00 P.M. – P.M.

August 10, 2015 WorldStage! Free Summer Concert Series – Juana Ghani, UCCC, 8:00 P.M. (Doors open at 7:00 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 11, 2015

R5 – Sometime Last Night Tour, Maverik Center,  
7:00 P.M.
- August 12, 2015

WVC Neighborhood Nights – WVC Watch  
Wednesday, 6:00 P.M. – 7:00 P.M. and Chat with  
Police Chief, 7:00 P.M. – 8:00 P.M. at City Hall
- August 14, 2015

Free Movies in the Park – *Home*, Centennial Park  
(Start at dusk – approx. 9:00 - 9:30 P.M.)
- August 15, 2015

Grand Opening/Ribbon Cutting – Salt Lake  
Community College West Valley Center, 3500  
South 5600 West, 10:00 A.M. – 2:00 P.M.
- August 15, 2015

Arena Lacrosse Showcase Tour, Maverik Center,  
7:00 P.M.
- August 17, 2015  
open

WorldStage! Free Summer Concert Series – Legacy  
Series Folk Ensemble, UCCC, 8:00 P.M. (Doors  
at 7:00 P.M.)
- August 18, 2015

Council Study Meeting, 4:30 P.M.; Regular Council  
Meeting, 6:30 P.M. – Opening Ceremony: Karen  
Lang
- August 19, 2015  
1:00

Harman Home Heritage Series – The Valley of the  
Trails – Sevier County, 4090 South 3600 West,  
P.M. – 3:00 P.M.
- August 20, 2015

IHC Groundbreaking Event, 5373 West Lake Park  
Boulevard, 9:00 A.M. – 11:00 A.M.
- August 20, 2015

WVC Neighborhood Nights – Neighborhood Block  
Parties (Various locations / details to follow)

- August 20, 2015

Summer at the Station Free Concert Series – The BD Howes Band, Fairbourne Station, 6:30 P.M. – 8:30 P.M.
- August 22, 2015  
10:30

Dog Days of Summer K9 2K, Centennial Park, A.M.
  - August 22, 2015

WVC Neighborhood Nights – Annual Dog Days of Summer Pooch Plunge Event at 12 Noon and Launch of Dog Walker Watch Program, Family Fitness Center, 1:00 P.M. – 2:00 P.M.
  - August 24, 2015

Honorary Colonels Golf Tournament, Stonebridge Golf Club, 4415 Links Drive, 7:00 A.M. – 3:00 P.M.
  - August 24, 2015  
LAHJIT,

WorldStage! Free Summer Concert Series – UCCC, 8:00 P.M. (Doors open at 7:00 P.M.)
  - August 25, 2015

Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
  - August 31, 2015  
Celebration,

WVC Neighborhood Nights – Wrap-up UCCC, 5:30 P.M. – 8:00 P.M.
  - August 31, 2015

WorldStage! Free Summer Concert Series, Jason Hewlett, UCCC, 8:00 P.M. (Doors open at 7:00 P.M.)
- September 1, 2015  
Council,  
P.M. –

Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Steve Vincent
- September 7, 2015

Labor Day Holiday – City Hall closed
- September 8, 2015

Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Corey Rushton
- September 9, 2015

Lake Park Golf Social, Stonebridge Golf Course, 4415 Links Drive, 8:00 A.M. – 1:00 P.M.

- September 15, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
- September 16, 2015 Harman Home Heritage Series – Fiddle N Harp Sisters, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
- September 16-18, 2015 ULCT Annual Convention, Salt Lake City Sheraton Hotel (Details to follow)
- September 20, 2015 Five Finger Death Punch & Papa Roach, Maverik Center, 6:30 P.M.
- September 22, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
- September 29, 2015 No Council Meetings Scheduled (5<sup>th</sup> Tuesday)
- October 6, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Tom Huynh  
 RDA & Housing Authority Meetings, 6:30 P.M. –
- October 13, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
- October 20, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
- October 20-30, 2015 Early Voting Period for Municipal General Election (Details to follow)
- October 21, 2015 Harman Home Heritage Series – Sam Payne, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
- October 27, 2015 Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Vincent

November 3, 2015	Municipal General Election
November 3, 2015 Council, P.M. –	Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 Opening Ceremony: Corey Rushton
November 10, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
November 11, 2015	Veterans Day Holiday – City Hall closed
November 17, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
November 18, 2015	Harman Home Heritage Series – Inspirational Art Association, 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.
November 24, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Tom Huynh
November 26, 2015	Thanksgiving Holiday – City Hall closed
December 1, 2015 Council, P.M. –	Council Study Meeting, 4:30 P.M.; Regular RDA & Housing Authority Meetings, 6:30 Opening Ceremony: Steve Buhler
December 8, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
December 15, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Vincent
December 16, 2015	Harman Home Heritage Series – Malcolm Judd (Filmmaker), 4090 South 3600 West, 1:00 P.M. – 3:00 P.M.

December 24, 2015

Christmas Holiday – City Hall closed