



The Study Meeting of the West Valley City Council will be held on Tuesday, February 9, 2016, 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 February 4, 2016, 10:00 AM

## A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
  - A. January 26, 2016
4. Review Agenda for Regular Meeting of February 9, 2016
5. Public Hearings Scheduled For February 16, 2016
  - A. Accept Public Input Regarding Application No. GPZ-2-2015, Filed by Eugene Han, Requesting a General Plan Change from Large Lot Residential to Medium Density Residential and a Zone Change from 'A' (Agricultural) to 'RM' (Residential Multifamily) for Property Located at 3732 and 3736 South 3200 West

Action: Consider Ordinance No. 16-07, Amending the General Plan to Show a Change of Land Use from Large Lot Residential to Medium Density Residential

Action: Consider Ordinance No. 16-08, Amending the Zoning Map to Show a Change of Zone for Property Located at 3732 and 3736 South 3200 West from Zone 'A' (Agricultural) to Zone 'RM' (Residential Multifamily)

Action: Consider Resolution No. 16-35, Authorize the City to Enter into A

*West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.*

*If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.*

Development Agreement with Eugene Han for Approximately 3.15 Acres of Property Located at 3732 and 3736 South 3200 West

- B. Accept Public Input Regarding Application No. Z-4-2015, filed by Raul Rivera, Requesting a Zone Change from 'A' (Agriculture) to 'M' (Manufacturing) for Property Located at 2327 South 7200 West

Action: Consider Ordinance 16-09, Amending the Zoning Map to Show a Change of Zone for Property Located at 2327 South 7200 West from Zone 'A' (Agriculture) to Zone 'M' (Manufacturing)

Action: Consider Resolution 16-36, Authorize the City to Enter Into A Development Agreement with Raul Rivera for Approximately 0.73 Acres of Property Located at 2327 South 7200 West

6. Resolutions:

- A. 16-37: Approve an Agreement between West Valley City and the International City Management Association Retirement Corporation for Administrative Services Related to the City's 457 Retirement Plan

7. Consent Agenda Scheduled For February 16, 2016

- A. Reso. 16-38: Authorize the City to Accept and Record a Warranty Deed from RAR Investments, LLC for Property Located at 2283 South 7200 West (parcel 14-22-151-001 and 14-22-151-025)
- B. Reso. 16-39: Authorize the Acceptance of a Storm Drain Easement from RAR Investments, LLC, for Property Located at 7094 West SR-201 North Frontage Road (14-22-151-025)
- C. Reso. 16-40: Authorize the City to Execute an Abandonment of Storm Drain Easement on Property Owned by RAR Investments, LLC on Property Located at 7114 West SR-201 North Frontage Road (14-22-151-025)

8. Communications:

- A. Strategic Plan Presentation- Parks & Recreation Department (20 minutes)
- B. Strategic Plan Presentation- Fire Department (20 minutes)
- C. Legislative Update (5 minutes)
- D. Council Update
- E. Potential Future Agenda Items

9. New Business:

- A. Council Reports

10. Motion for Executive Session

11. Adjourn

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-1-**

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, JANUARY 26, 2016, AT 4:33 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  
Don Christensen, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Steve Buhler, Councilmember District 2  
Karen Lang, Councilmember District 3

ABSENT: Steve Vincent, Councilmember District 4 (Excused)

STAFF PRESENT:

Paul Isaac, Acting City Manager  
Nichole Camac, City Recorder  
  
Nicole Cottle, Assistant City Manager/CED Director  
Eric Bunderson, City Attorney  
Jim Welch, Finance Director  
John Evans, Fire Chief  
Russell Willardson, Public Works Director  
Kevin Astill, Parks and Recreation Director  
Sam Johnson, Strategic Communications Director  
Chris Curtis, Acting CPD Director  
Mike Powell, Acting Police Chief  
Jake Arslanian, Public Works Department  
Jeni Harward, Administration  
Aaron Crim, Administration  
Leslie Hudson, Administration  
Craig Thomas, Administration  
Cathie Alberico, Administration  
Dan Johnson, Public Works Department  
Bob Fitzgerald, Fire Department  
Chris Beichner, Fire Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD JANUARY 12, 2016**

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

-2-

The Council read and considered Minutes of the Study Meeting held January 12, 2016. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Study Meeting held January 12, 2016. Councilmember Christensen seconded the motion.

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

2. **REVIEW AGENDA FOR REGULAR MEETING AND SPECIAL REDEVELOPMENT AGENCY MEETING SCHEDULED JANUARY 26, 2016**

Upon inquiry by Mayor Bigelow there were no further questions or concerns regarding the Council Regular Meeting scheduled later this night.

Upon request by Mayor Bigelow, an item on the Agenda for a Special Meeting of the Redevelopment Agency scheduled January 26, 2016, was discussed as follows:

**RDA RESOLUTION NO. 16-03, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY AND ICO CONSTRUCTION, LLC, FOR REIMBURSEMENT OF CERTAIN IMPROVEMENTS IN THE FAIRBOURNE STATION DEVELOPMENT**

Nicole Cottle, Assistant City Manager/CED Director, discussed proposed Resolution No. 16-03 that would authorize execution of a Reimbursement Agreement between the Redevelopment Agency of West Valley City and ICO Construction, LLC, for reimbursement of certain improvements in the Fairbourne Station development.

The Board had previously received written information as follows:

The Agency and ICO had entered into an Agreement for Disposition of Land for Private Development (ADL) in which ICO agreed to construct Class A apartments and the Agency agreed to sell ICO a developed parcel upon which to build. Due to the condition of the property at the time of conveyance to ICO, certain improvements, sidewalks, street lights, and irrigation systems would have been susceptible to damage during project construction had those improvements been installed as contemplated at the execution of the ADL. Therefore, the Agency and ICO agreed that ICO would install the improvements and the Agency would reimburse ICO after the project had been completed.

The project was now complete and improvements had been installed by ICO and accepted by the Agency and the City.

Ms. Cottle stated the City was the primary developer of the City Center area. The City had agreed to install improvements for the property now owned by ICO. She clarified the

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-3-**

final portion of the improvements had not been installed to prevent damage by construction so they were installed by ICO according to the City's specifications, with the RDA now reimbursing for those costs.

The Redevelopment Agency Board will consider proposed Resolution No. 16-03 at a Special Regular Meeting scheduled January 26, 2016.

**3. AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED FEBRUARY 2, 2016**

**A. EMPLOYEE OF THE MONTH AWARD, FEBRUARY 2016 – MEGAN CLARK, POLICE DEPARTMENT**

Upon inquiry, Councilmember Christensen volunteered to read and present the Employee of the Month Award for February 2016, to Megan Clark, Police Department, at the Regular Council Meeting scheduled February 2, 2016, at 6:30 P.M.

**4. RESOLUTION NO. 16-16, APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY TO PROVIDE MEALS AND TRANSPORTATION TO THE HARMAN SENIOR RECREATION CENTER**

Kevin Astill, Parks and Recreation Director, discussed proposed Resolution No. 16-16 that would approve a First Amendment to Interlocal Cooperation Agreement between Salt Lake County and West Valley City to provide meals and transportation to the Harman Senior Recreation Center.

Written information previously provided to the City Council included the following:

The proposed contract amendment would increase the reimbursement to the City for the two meals program employees at the Harman Senior Recreation Center. The City would be reimbursed for both employees for 20 hours per week rather than 20 hours for one employee, and 15 hours for the other as under the current interlocal agreement.

Salt Lake County and West Valley City had an interlocal agreement for the County to reimburse the City for the cost of two part-time workers at the Harman Home. The workers were employees of West Valley City and worked in the meals program funded by the Federal government through the County. One of the employee positions was allowed 20 hours per week, and the other only 15 hours per week. The subject amendment would allow for the cost of both employees to be reimbursed up to 20 hours per week.

Mayor Bigelow inquired if the Harman Home was funded the same as other senior centers.

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-4-**

Mr. Astill advised some centers were staffed and managed differently but there were the same type of employees that held similar titles, pay rates and hours.

Upon further inquiry regarding if attendance had increased at the facility, Mr. Astill advised the requested increase for employee hours was to provide the opportunity for the employee to complete reports that had increased in size and numbers and had become more time consuming.

The City Council will consider proposed Resolution No. 16-16 at the Regular Council Meeting scheduled February 2, 2016, at 6:30 P.M.

5. **RESOLUTION NO. 16-17, APPROVING THE PURCHASE OF TWO LUCAS CPR UNITS FOR USE BY THE WEST VALLEY CITY FIRE DEPARTMENT**

Fire Chief, John Evans, discussed proposed Resolution No. 16-17 that would approve the purchase of two Lucas CPR units in an amount not to exceed \$31,232.00, for use by the West Valley City Fire Department.

Written information previously provided to the City Council included the following:

The need for cardiac compressions in the field was a vital role in the outcome of some patients. These machines replaced the manual CPR and delivered the exact chest compressions and the exact rate that was almost impossible for humans to complete. The units, when used, freed up personnel on the medical incident to provide other advance care that all of the cardiac patients needed. The unit would also provide correct CPR while transporting patients to medical facilities that was very difficult with manual CPR. Currently, the Fire Department had one of the units and the other two units would be placed on two other ambulances.

Chris Beichner, Fire Department, displayed the unit and indicated the City currently owned one. He informed that the machine provided CPR that would allow a paramedic to do other potentially lifesaving things for a patient.

Upon inquiry, Mr. Beichner advised the new units would be the same as the one currently owned by the City.

Councilmember Buhler observed the unit appeared small and questioned if it would fit around most patients.

Mr. Beichner advised the fit could be difficult on some patients but it typically worked for 90% of people. He also advised the unit typically only would be used on children ages 10 years and older.

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-5-**

Upon further inquiry regarding if there were other units that worked in a similar manner, Mr. Beichner advised he felt the proposed unit would be the safest and most effective unit delivering results desired by the City's paramedics.

Chief John Evans advised more units were not being requested at the present time as this was all that could currently be provided for in the budget.

Chris Beichner conducted a brief demonstration of the unit.

The City Council discussed how the unit functioned alone and with other equipment.

Councilmember Lang inquired if the pressure applied by the machine was based on weight or other variables.

Mr. Beichner advised pressure was not applied based on weight but rather it measured the depth of the chest to provide compressions.

Upon inquiry by Mayor Bigelow regarding if other fire departments utilized the units, Chief Evans advised the units were becoming more widely used by other cities.

**6. RESOLUTION NO. 16-18, AUTHORIZING WEST VALLEY CITY TO PURCHASE IMAGE TREND REPORTING SYSTEM FOR USE BY THE FIRE DEPARTMENT**

John Evans, Fire Chief, discussed proposed Resolution No. 16-18 that would authorize West Valley City to purchase an Image Trend Reporting System in an amount not to exceed \$37,500.00, for use by the Fire Department.

Written information previously provided to the City Council included the following:

The current medical and fire reporting system used by the Fire Department needed to be replaced. The present software system did not allow for statistical data and other reporting functions that would allow for better use of resources. The subject Image Trend System was an all in one reporting system that would allow the Fire Department to not only update the current system but also have the ability for fire prevention reports, apparatus reports and staffing, thus taking the place of three other systems in use today.

The new system would also prepare the way for a new proposed CAD dispatching system to be online in the near future. The proposed software would also allow for more seamless reporting to the State of Utah as required by law.

Pursuant to inquiry by Mayor Bigelow regarding if this would be a one-time purchase, the Fire Chief informed the only recurring cost would be annual maintenance that would be provided for as part of the regular budget.

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-6-**

The City Council will consider proposed Resolution No. 16-18 at the Regular Council Meeting scheduled February 2, 2016, at 6:30 P.M.

**7. CONSENT AGENDA SCHEDULED FEBRUARY 2, 2016**

**A. RESOLUTION NO. 16-19, RATIFYING THE CITY MANAGER’S APPOINTMENT OF EUNICE LANE AS A MEMBER OF THE UTAH CULTURAL CELEBRATION CENTER FOUNDATION COMMITTEE**

Mayor Bigelow discussed proposed Resolution No. 16-19 that would ratify the City Manager’s appointment of Eunice Lane as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 2, 2016 and ending September 30, 2016.

**B. RESOLUTION NO. 16-20, RATIFYING THE CITY MANAGER’S APPOINTMENT OF MICHELLE ANDERSON-WEST AS A MEMBER OF THE UTAH CULTURAL CELEBRATION CENTER FOUNDATION COMMITTEE**

Mayor Bigelow discussed proposed Resolution No. 16-20 that would ratify the City Manager’s appointment of Michelle Anderson-West as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 2, 2016 and ending September 30, 2016.

**C. RESOLUTION NO. 16-21, RATIFYING THE CITY MANAGER’S APPOINTMENT OF PATRICIA DARK AS A MEMBER OF THE UTAH CULTURAL CELEBRATION CENTER FOUNDATION COMMITTEE**

Mayor Bigelow discussed proposed Resolution No. 16-21 that would ratify the City Manager’s appointment of Patricia Dark as a member of the Utah Cultural Celebration Center Foundation Committee for a term commencing February 2, 2016 and ending September 30, 2016.

Councilmember Buhler stated he liked having written information on each individual member and requested this be done for all appointments.

The City Council will consider proposed Resolution Nos. 16-19, 16-20 and 16-21 as listed on the Consent Agenda, at the Regular Council Meeting scheduled February 2, 2016, at 6:30 P.M.

**8. COMMUNICATIONS**

**A. STRATEGIC PLAN PRESENTATION - PUBLIC RELATIONS AND NEIGHBORHOOD SERVICES**

Sam Johnson, Strategic Communications Director, made a PowerPoint presentation regarding the Strategic Plan and Public Relations and Neighborhood Services, and discussed information summarized as follows:

## MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016

-7-

- Communications Department 2015 Review
  - Public Relations
  - Neighborhood Services
- Review: Digital Media
  - 21 Social Media Accounts
    - 11 Facebook
    - 7 Twitter
    - 2 Instagram
    - 1 YouTube
  - Website
    - Redesigned site launched December 2014; Redesign planned for 2017-2018
- Review: Social Media
  - West Valley City
    - Facebook – Increased post reach 88%; increased users 26%
    - Twitter – Increased daily impressions 36%; Average 4 new followers per day
    - Instagram – 296 followers; 700 posts
    - YouTube – 58 videos uploaded; 4,420 views; 10,264 minutes watched
  - WVC Police Department
    - Facebook – Increased post reach 688%; Increased users 355%
    - Twitter – Increased daily impressions 106%; Average 2 new followers per day
  - WVC Fire Department
    - Facebook – Increased post reach 142%; Increased users 63%
    - Twitter – Increased daily impressions 131%; Average 10 new followers per month
- Review: Website
  - New site launched December 2014
    - 913 pages
    - 3,042 links
  - Performance
    - 427,007 site visits – 24% increase from 2014
    - 631-381 unique page views
    - 20,522 unique searches
    - 202,808 downloads
  - Redesign planned for 2017-2018
- Review: Neighborhood Organizations
  - Neighborhood Registry
    - 36 registered, 2 finalizing paperwork; 7 contacted with

## MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016

-8-

- materials, several others contacted who have expressed interest
  - Online Map launched December 2015
- Review: Community Events
  - National Night Out
    - Nationally recognized for 12<sup>th</sup> consecutive year
    - Estimated 10,000+ residents participated at 59 neighborhood block parties, and 4 community safety and resource fairs
  - Community Events
    - City Department events
    - Power of prevention
    - Safe Kids Fair
    - Church meetings, emergency preparedness and safety fairs (multiple)
    - Discover Card Safety Fairs (multiple)
    - Kenworth Trucking – Rods, Hogs and Rigs
    - Jordan Medical Center
    - Lights On Event
    - Embassy Suites Halloween events
- Review: Youth Engagement
  - Youth City Council
    - 9<sup>th</sup> Grade: 5
    - 10<sup>th</sup> Grade: 0
    - 11<sup>th</sup> Grade: 7
    - 12<sup>th</sup> Grade: 4
    - Granger High School: 11
    - Hunter High School: 3
    - Skyline High School: 2
  - City Hall Tours
    - 12 scout groups, 80 youth, 31 adults
    - 7 school groups, 596 youth, 56 adults
  - School Visits
    - Three 2<sup>nd</sup> grades, 210 youth, 15 adults
    - One 3<sup>rd</sup> grade, 81 youth, 5 adults
- Communications Department 2015 Promotion Pieces
  - Promotion Pieces: Print (Flyers & brochures, paper pads, posters & banners, buttons, handbooks & activity books, magnets, handouts & miscellaneous pieces
  - Promotion Pieces: Video
  - Internal projects
- Communications Department 2016 Top Five Priorities
  - Priority #1: \$5,000 for ShowMobile
    - Large public relations piece: Fix any safety issues/Future funding – replace wrap around on it, paint, etc.

## MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016

-9-

- Priority #2: \$15,000 for Neighborhood Events
  - National Night Out: Huge outreach to City/Over 10,000 residents participate/media coverage/yearly award
- Priority #3: \$9,000 for WVC Magazine
  - \$25,000 copies of magazines distributed/residences, hotels, other locations
- Priority #4: \$5,000 for Street Banners
  - Clean and Beautiful Committee/Banners displayed throughout City/allows Committee to replace damages banners, add more

Upon inquiry by Councilmember Lang regarding how the City's annual magazine was funded outside of City contributions, Mr. Johnson informed funding was provided by advertising.

Also in response to inquiry Mr. Johnson informed corporate sponsorship had been discussed regarding the City's Showmobile, however the City had always been careful of putting too much advertising on a City-owned unit.

Mayor Bigelow pointed out many local companies were contributing to the City in other ways.

Councilmember Huynh suggested increasing the price of a building permit by a few dollars for those companies who would like to contribute and be a sponsor.

The City Council discussed social media and the City's success with public outreach using those accounts.

In response to inquiry by Councilmember Lang regarding if the priorities listed were yearly commitments or one-time expenses, Mr. Johnson advised those would be annual.

### **B. ANNUAL TRAINING REGARDING ETHICS, OPEN MEETINGS AND SEXUAL HARASSMENT**

City Attorney, Eric Bunderson, stated time had been scheduled for the required annual training regarding ethics, open meetings and sexual harassment. He used PowerPoint and discussed information summarized as follows:

- Council Legal Training 2016
- Open meetings checklist
  - Is there a quorum?
  - Are you talking about, hearing about, or acting on a matter you have control over?
- Closed meetings checklist
  - Professional competence

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-10-**

- Litigation
- Real Property
- Security deployment
- Criminal conduct
- Ethics checklist
  - Using position for personal benefit
  - Gifts
  - Private business
- Harassment and retaliation
- Quid pro quo
- Physical touching
- Hostile work environment
- Responsibilities and duties of government officials:
  - Mayor: Preside over Council meetings; execute written obligations for City; Chief ceremonial officer; represent City in its external relationships; no other implied powers
  - City Manager: Carry out police; hire, organize, direct and fire staff and various commission members; report City activities to Council; Non-voting member of Council; Other duties as assigned
  - City Council: Attend meetings and vote; request staff changes in writing; task staff through City Manager; request information
- Attorney/Client relationship
  - Confidentiality; Representation
  - Governmental immunity

In response to question regarding if the City was doing good regarding these policies, the City Attorney advised in the affirmative.

**C. COUNCIL UPDATE**

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

January

January 26, 2016  
Tuesday

Ethics Presentation/ Strategic Plan

January 27, 2016  
Wednesday

Local Officials Day Lunch with Legislators, Salt Palace Convention Center located at 100 West Temple – 12:00 P.M.- 2:00 P.M.

February

February 4, 2016

District 5 Town Hall Meeting with Senator Karen

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-11-**

Thursday	Mayne, West Valley City Hall Council Chambers, 3600 S Constitution Blvd- 6:00 PM- 8:00 PM
February 9, 2016 Tuesday	Parks and Fire Presentations/ Strategic Plan
February 15, 2016 Monday	President's Day Holiday- City Hall Closed
February 16, 2016 Tuesday	Police Department Presentation
February 17, 2016 Wednesday	Harman Heritage Series- A Canyon Peoples' Portrait with Filmmaker Isaac Goeckeritz, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
February 17, 2016 Wednesday	31 <sup>st</sup> Annual Police Awards Banquet, 6:30 PM- 8:30 PM- Utah Cultural Celebration Center, 1355 W 3100 S
February 19, 2016 Friday	City Council Meeting, Strategic Plan Retreat Maverik Center, 3200 Decker Lake Drive
February 20, 2016 Friday	City Council Meeting, Strategic Plan Retreat- Maverik Center, 3200 Decker Lake Drive
<u>March</u>	
March 7-9 Mon- Wed	National League of Cities Conference in Washington D.C.
March 16, 2016 Wednesday	Harman Heritage Series- Family Stories with Teresa Clark, 1:00 P.M. – 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
March 29, 2016	<b>No City Council Meetings- 5<sup>th</sup> Tuesday</b>
<u>April</u>	
April 5, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
April 20, 2016 Wednesday	Harman Heritage Series- Garfield County Stories and Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-12-**

April 26, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

May

May 3, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

May 18, 2016  
Wednesday

Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

May 30, 2016  
Monday

Memorial Day Holiday- City Hall Closed

May 31, 2016

No City Council Meetings- 5<sup>th</sup> Tuesday

June

June 7, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

June 15, 2016  
Wednesday

Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

July

July 4, 2016  
Monday

Independence Day Holiday- City Hall Closed

July 21, 2016  
USANA Thursday

Keith Urban feat. Brett Eldredge, time TBD  
Amphitheatre, 5125 South 6400 West

July 25, 2016  
Monday

Pioneer Day Holiday- City Hall Closed

July 26, 2016  
Tuesday

Weezer/ Panic at the Disco, time TBD  
USANA Amphitheatre, 5125 South 6400 West

August

August 2, 2016

National Night Out/ No City Council Meetings

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-13-**

August 30, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

September

September 5, 2016  
Monday

Labor Day Holiday- City Hall Closed

September 30, 2016  
Friday

Luke Bryan, time TBD- USANA  
Amphitheatre, 5125 South 6400 West

October 1, 2016  
Saturday

Luke Bryan, time TBD- USANA  
Amphitheatre, 5125 South 6400 West

October

October 4, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

November

November 11, 2016  
Friday

Veteran's Day Holiday

November 24, 2016  
Thursday

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

December

December 27, 2016

No Council Meetings- Christmas

Upon inquiry, the City Council had no further questions or concerns.

**D. POTENTIAL FUTURE AGENDA ITEMS**

Mayor Bigelow informed regarding a letter recently received from a resident commending a snowplow operator who had gone “above and beyond” to help remove snow from around his vehicle. The Mayor indicated he would provide the letter to the Public Works Director to pass on the appreciation of the resident and the City Council. He further stated he had been both surprised and impressed with the City’s efforts in removing snow from streets during this winter season.

**9. COUNCIL REPORTS**

**A. DON CHRISTENSEN – FUNERAL FOR OFFICER DOUG BARNEY**

**MINUTES OF COUNCIL STUDY MEETING – JANUARY 26, 2016**

**-14-**

Councilmember Christensen stated he was thankful for the City's participation and efforts regarding the funeral of Officer Doug Barney.

Councilmember Lang concurred and added the Maverik Center had been set up nicely as well.

Mayor Bigelow stated there had been a strong showing of support for police officers in general, as well as Officer Barney.

**B. RON BIGELOW – TAGS THRIFT STORE RIBBON CUTTING**

Mayor Bigelow stated he had recently attended the Tags Thrift Store ribbon cutting ceremony and explained how the company operated.

**C. OPENING OF LEGISLATIVE SESSION**

The City Council briefly discussed the opening of the legislative session.

**10. MOTION TO ADJOURN**

Upon motion by Councilmember Christensen all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY, JANUARY 26, 2016, WAS ADJOURNED AT 6:01 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, January 26, 2016.

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Nichole Camac  
City Recorder

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

**ISSUE:**

Application: #GPZ-2-2015  
Applicant: Eugene Han  
Location: 3732 and 3736 S 3200 W  
Size: 3.15 acres

**SYNOPSIS:**

Reclassify the described property from Large Lot Residential to Medium Density Residential in the General Plan and a zone change from 'A' (Agricultural) to 'RM' (Residential Multifamily).

**BACKGROUND:**

Eugene Han has submitted a General Plan/zone change application for three parcels totaling 3.15 acres located at 3732 and 3736 S 3200 W. The property is currently zoned A (agriculture, minimum lot size ½ acre) with a General Plan designation of large lot residential (2 to 3 units/acre). The proposed zone is RM (residential, multi-family) and the proposed General Plan designation is medium density residential (7 to 12 units/acre).

Surrounding zones include R-1-8 (single family residential, minimum lot size 8,000 square feet) to the west and south, A to the north and R-1-8 and A to the east. Surrounding land uses include single family homes to the north and south; duplexes and single family homes to the west and a fourplex, duplexes and single family homes to the east. The north parcel includes a home that was built in 1920. The other two parcels are vacant.

The applicant is proposing to demolish the existing home and develop a 29 unit townhome project. Two concept plans are included with this issue paper along with information from the applicant to support and further describe this application. The colored version of the concept plan includes just the subject properties. The black and white version shows how adjoining properties could be incorporated into the development.

By way of background, the zoning and General Plan designations on these three parcels, some adjoining parcels and other properties throughout the City were changed by the City in July of last year to encourage larger lots and higher value housing. The subject properties were changed from R-1-8 to A.

**RECOMMENDATION:**

The Planning Commission recommends approval subject to a development agreement.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director

**WEST VALLEY CITY, UTAH**

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

Draft Date: \_\_\_\_\_

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

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

**AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 3732 AND 3736 S 3200 W ON 3.15 ACRES.**

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

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

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

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

**SECTION 1. GENERAL PLAN AMENDMENT.**

The properties described in Application #GPZ-2-2015, filed by Eugene Han and located at 3732 and 3726 S 3200 W within West Valley City, are hereby amended by reclassifying the following described properties from Large Lot Residential to Medium Density Residential. Said properties more particularly described as follows:

Parcel #: 15-32-278-035

BEG 540.5 FT N FR SE COR OF SE 1/4 OF NE 1/4 SEC 32, T 1S, R1W, S L M; W 660 FT; N 80 FT; E 660 FT; S 80 FT TO BEG. LESS STREET. 1.15 ACRES.

Parcel #: 15-32-278-050

BEG W 570 FT & N 200 FT FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT; E 128 FT; N 95 FT; W 218 FT; S 340 FT; E 90 FT TO BEG. 0.98 ACRES.

Parcel #: 15-32-278-052

BEG 570 FT W & 200 FT N FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT; E 128 FT; S 70 FT; E 73 FT; S 175.5 FT; W 201 FT TO BEG. 1.02 ACRES.

**SECTION 2. GENERAL PLAN MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

**WEST VALLEY CITY, UTAH**

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

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

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3732 AND 3736 S 3200 W FROM ZONE ‘A’ (AGRICULTURAL) TO ‘RM’ (RESIDENTIAL MULTIFAMILY).**

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

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

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

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

**SECTION 1. ZONING CHANGE.**

The properties described in Application #GPZ-2-2015, filed by Eugene Han and located at 3732 and 3726 S 3200 W within West Valley City, are hereby classified from zone ‘A’ (Agriculture) to zone ‘RM’ (Residential Multifamily), said properties more particularly described as follows:

Parcel #: 15-32-278-035

BEG 540.5 FT N FR SE COR OF SE 1/4 OF NE 1/4 SEC 32, T 1S, R1W, S L M; W 660 FT; N 80 FT; E 660 FT; S 80 FT TO BEG. LESS STREET. 1.15 ACRES.

Parcel #: 15-32-278-050

BEG W 570 FT & N 200 FT FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT; E 128 FT; N 95 FT; W 218 FT; S 340 FT; E 90 FT TO BEG. 0.98 ACRES.

Parcel #: 15-32-278-052

BEG 570 FT W & 200 FT N FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT;  
E 128 FT; S 70 FT; E 73 FT; S 175.5 FT; W 201 FT TO BEG. 1.02 ACRES.

**SECTION 2. ZONING MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

**GPZ-2-2015 MINUTES**  
**JANUARY 13, 2015 PLANNING COMMISSION PUBLIC HEARING**

**GPZ-2-2015**

**Eugene Han**

**3732 and 3736 S 3200 W**

**General Plan change from large lot residential to medium density residential**

**Zone Change from A to RM**

**3.15 acres**

Eugene Han has submitted a General Plan/zone change application for three parcels totaling 3.15 acres located at 3732 and 3736 S 3200 W. The property is currently zoned A (agriculture, minimum lot size ½ acre) with a General Plan designation of large lot residential (2 to 3 units/acre). The proposed zone is RM (residential, multi-family) and the proposed General Plan designation is medium density residential (7 to 12 units/acre).

Surrounding zones include R-1-8 (single family residential, minimum lot size 8,000 square feet) to the west and south, A to the north and R-1-8 and A to the east. Surrounding land uses include single family homes to the north and south; duplexes and single family homes to the west and a fourplex, duplexes and single family homes to the east. The north parcel includes a home that was built in 1920. The other two parcels are vacant.

The applicant is proposing to demolish the existing home and develop a 29 unit townhome project. Two concept plans are included with this report along with information from the applicant to support and further describe this application. The colored version of the concept plan includes just the subject properties. The black and white version shows how adjoining properties could be incorporated into the development. Also included is a rendering of the proposed townhome buildings. More details about the proposal are covered below under the development agreement discussion.

By way of background, the zoning and General Plan designations on these three parcels, some adjoining parcels and other properties throughout the City were changed by the City in July of last year to encourage larger lots and higher value housing. The subject properties were changed from R-1-8 to A.

In addition to the changes to the zoning map and General Plan map, the City's Zoning Ordinance was changed relative to zone change applications. Under the new ordinance, zone changes to the RM Zone can only be considered by the City if the following three conditions are met:

1. For properties without existing structures which are proposed to be developed, the property must be a minimum of two acres and the density must not exceed twelve units per acre. For properties with existing structures proposed to be redeveloped, there is no minimum acreage requirement, but the density must not exceed twenty units per acre.
2. The property shall either i) have access and frontage on a street with a planned right-of-

way width of at least 80' (for properties under two acres) or 100' (for properties two acres or larger) as indicated on the Major Street Plan or ii) be adjacent to existing multi-family residential development on two sides.

3. A development agreement must be proposed with the zone change application that addresses dwelling unit sizes, exterior materials, architecture, landscaping and project amenities.

This application meets the first condition in that the property is over two acres and the proposed density is below 12 units/acre. For the second condition, the subject property is adjacent to duplexes and a fourplex on at least two sides. On the third condition, the following was proposed by the applicant:

- Dwelling unit sizes: The townhomes will be 1,900 square feet in area above grade and will include basements assuming the water table allows.
- Exterior materials: Exterior materials will be fiber cement siding with a cultured stone wainscot on all four sides and architectural shingles for roofing.
- Architecture: The proposed architecture is portrayed in the attached rendering. The townhomes are two stories with alley loaded garages. Interior finishes will include high density carpet in all bedrooms, wood-like ceramic tile in all bathrooms, wood composite floors in all other areas, quartz countertops in the kitchen and bathroom vanities and shaker style cabinets (solid maple doors) in the kitchen and vanities. There will be color variations between buildings.
- Landscaping: Landscaped areas, which amount to 50% of the site, are illustrated on the concept plan. 98 trees are proposed to be planted.
- Project amenities: Project amenities include 2 car garages, a tot lot, a picnic area, courtyards, street and courtyard lighting, and entry feature and a 6' vinyl fence around the perimeter.

As the Commission evaluates this application, there are essentially two questions to consider. The first question is are townhomes an appropriate use for this property. The second question is a follow up question to the first. If townhomes are an appropriate use, is the proposed quality sufficient to meet the goals of the City?

The points below may help the Commission answer the first question.

- Given the narrow frontage and awkward shape of the property, staff estimates that the property would yield 5 lots with the new RE Zone. As a reminder, the RE Zone requires 15,000 square foot lots.
- The Salt Lake County Assessor shows home values immediately around the subject property in the low to mid \$100s.
- There are three duplexes to the west, five duplexes and a fourplex to the east and the Oxford Court duplexes one lot removed to the north.
- The Western Flats infill subdivision on the east side of 3200 W at 3695 S includes 6 completed homes that have an average assessed value near \$240,000.
- 3200 W is a 66' right-of-way, three lane collector street that is serviced by UTA bus

route 232.

If the Commission believes that townhomes are appropriate here, the quality of the proposal should then be considered. While the layout, amenities and interior features of the proposed townhomes are similar to other projects recently approved, the architecture is, in staff's opinion, lacking. Following the Planning Commission's study session, staff met with the applicant's architect and contractor to discuss architectural enhancements in three areas – the fronts of all buildings, the street facing sides, and the street facing backs. They agreed to make revisions to the architectural rendering and have it ready before the public hearing on the 13<sup>th</sup>.

**Staff Alternatives:**

1. Approval of General Plan/zone change subject to a development agreement that requires:
  - a. All of the commitments made by the applicant
  - b. Architectural enhancements as determined during the public hearing
2. Continuance, for reasons determined during the public hearing.
3. Denial, the property should be developed as single family detached homes.

**Applicant:**

Anna Han  
11131 S Palisade Rim Circle  
South Jordan, UT 84095

**Discussion:** Commissioner Meaders asked what the surrounding properties are currently zoned. Steve Pastorik answered they are zoned 'A' (Agriculture). Commissioner Meaders asked if the surrounding properties fit the criteria to request a change to the 'RM' zone. Steve Pastorik answered that each property must be looked at on a case by case basis. Commissioner Matheson asked if a traffic study has been done in the area. Steve Pastorik answered the City does not require traffic studies for zone changes. Assuming the zoning is approved, if a study is needed as part of the subdivision process, it would be requested at that time.

Anna Han said she thinks this subdivision will be a beautiful addition to the neighborhood and the City. Anna Han has seen the staff report and does not have any issues with the terms of the development agreement.

Chris Gamvroulas owns the fourplex immediately south of the property (3750 S). As the most immediate neighbor to the property, he is in favor of the rezone application. He feels it is the right kind of use, and will be a catalyst for some improved development in the area. He thinks local infill pieces such as this can be developed without straining infrastructure (schools, parks, power lines, and water lines already exist). Chris Gamvroulas perceives it is highly improbable that a traffic study is necessary on this property. He is of the opinion that 3200 West can handle twice as much traffic as is already there.

Commissioner Matheson asked Chris Gamvroulas if he plans to develop his property to multi-family. Chris Gamvroulas responded he purchased the property with the intention of redeveloping it. Due to “the unfortunate rezoning saga of 2015”, his .9 acres does not meet the criteria for that rezone. He says if the City wants to catalyze new development, it must be done through small infill pieces like his. The City must utilize under-utilized properties. Chris Gamvroulas said his property and the properties around it can and should be redeveloped.

Steve Pastorik clarified, in the case of a redevelopment, there is actually no minimum lot size requirement to request RM zoning. Steve Pastorik said the requirement is that there must be multifamily on two sides. Steve Pastorik’s interpretation is that if this zone change goes through and the townhome development is in place, Chris Gamvroulas’ piece of property would meet the criteria for RM zoning. Commissioner Meaders asked if this application should be continued so adjoining properties can get in on the same application. Steve Pastorik reported the applicant did approach the neighboring owners and they weren’t ready to take action at this time.

Commissioner Lovato asked Steve Pastorik how this rezone will impact General Plan changes in the future. Steve Pastorik explained that the City looks at General Plan changes on a case by case basis. The facts in this location won’t apply to different locations because there are different uses and circumstances on each property.

Commissioner Woodruff asked if the ordinance specifies whether the property must be owner-occupied or a rental. Steve Pastorik confirmed it does not.

Tom Huynh, 1423 W 2400 S, owns a rental property on 3800 S. He is very supportive of this project.

Commissioner Meaders asked the Commission if they see the townhomes as an appropriate use. Commissioners Matheson and Woodruff voiced their approval. Commissioner Meaders asked if the quality of the townhomes is appropriate, referring to the latest rendering and development agreement. Commissioner Matheson feels it is. Commissioner Meaders mentioned the interior plan for the townhomes has always looked good and the exterior looks better in the second rendering.

**Motion:** Commissioner Woodruff motioned to approve GPZ-2-2015 subject to the development agreement and the architectural enhancements as reflected in the second rendering.

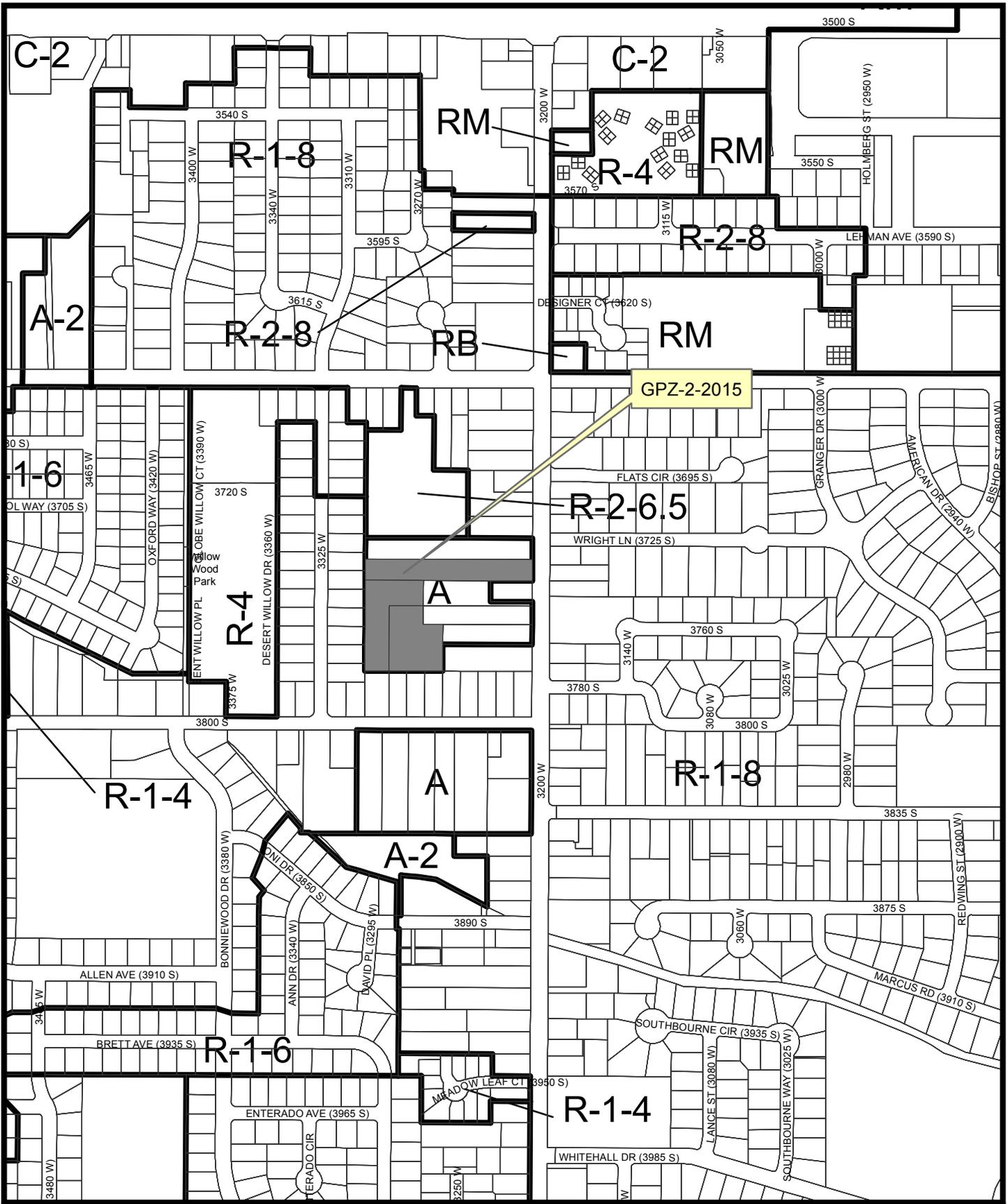
Commissioner Matheson seconded the motion.

**Roll call vote:**

Commissioner Fuller	No
Commissioner Lovato	Yes
Commissioner Matheson	Yes

Commissioner Meaders	Yes
Commissioner Woodruff	Yes

**Majority – GPZ-2-2015 - Approved**



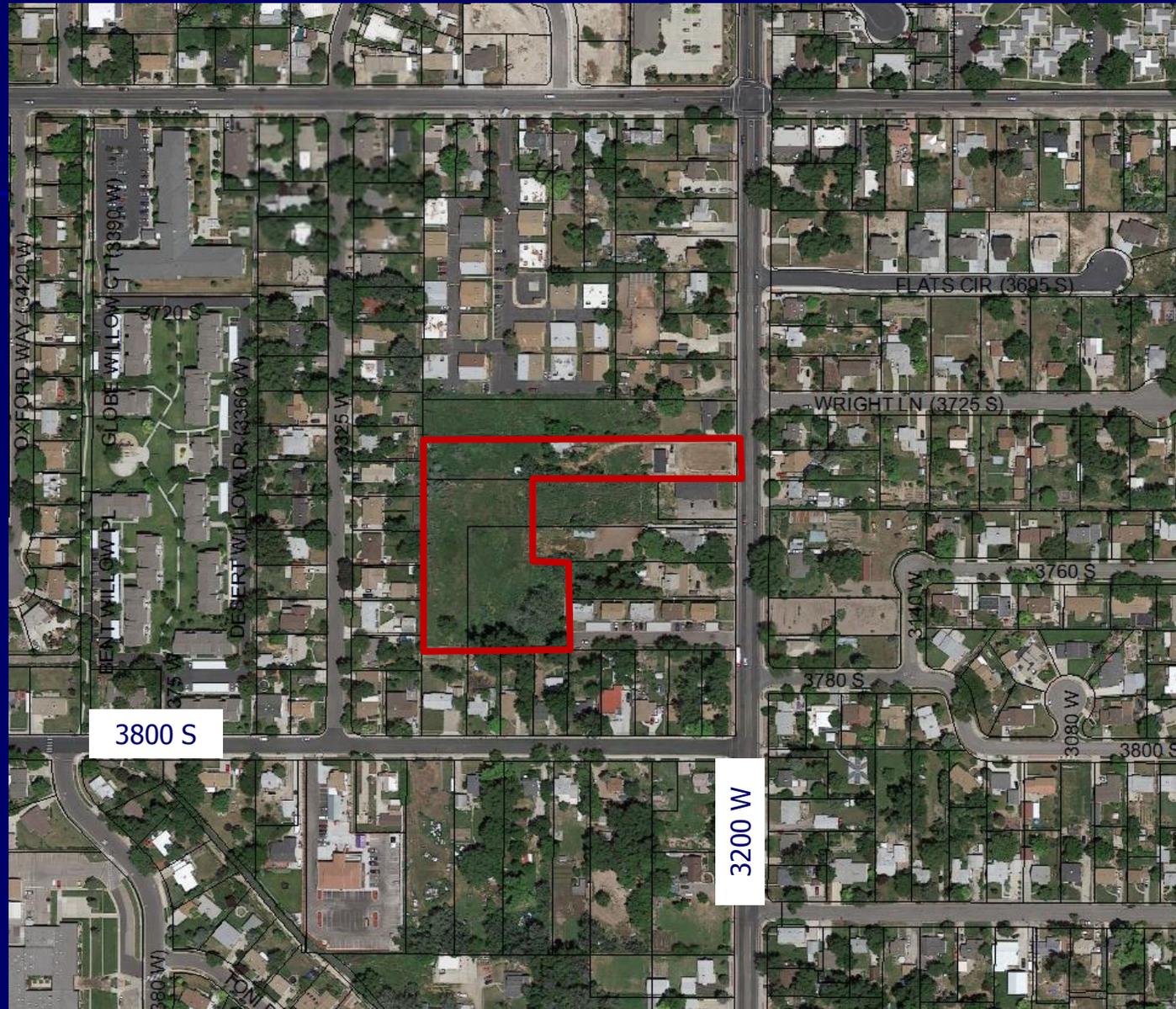
GPZ-2-2015

0 245 490 Feet

GPZ-2-2015



**GPZ-2-2015** Petition by **EUGENE HAN** requesting a **zone change** from A (Agricultural) to RM (Residential Multifamily). The property is located at 3732 and 3736 S 3200 W on 3.15 acres. (Staff - **Steve Pastorik** at 801-963-3545)



**GPZ-2-2015** Petition by **EUGENE HAN** requesting a **zone change** from A (Agricultural) to RM (Residential Multifamily). The property is located at 3732 and 3736 S 3200 W on 3.15 acres. (Staff - **Steve Pastorik** at 801-963-3545)



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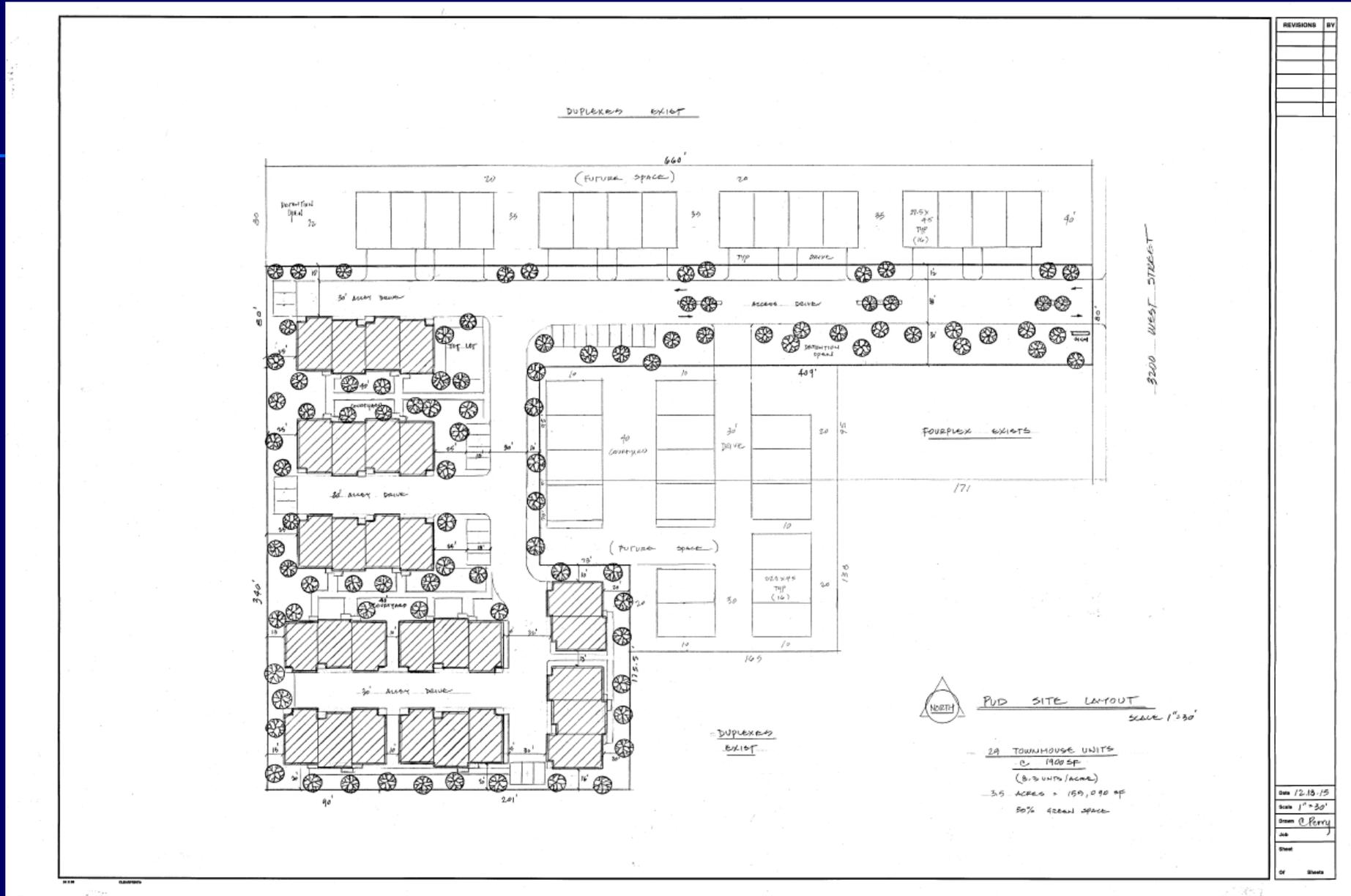


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Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A \_\_\_\_\_  
Funding Source: \_\_\_\_\_ N/A \_\_\_\_\_  
Account #: \_\_\_\_\_ N/A \_\_\_\_\_  
Budget Opening Required:

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Eugene Han.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Eugene Han to establish minimum standards for a townhome development at 3732 and 3736 South 3200 West.

**BACKGROUND:**

Eugene Han has submitted an application (GPZ-2-2015) on 3.15 acres to change the zoning from A (agriculture, minimum lot size ½ acre) to RM (residential, multi-family) and to change the General Plan from large lot residential (2 to 3 units/acre) to medium density residential (7 to 12 units/acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.

Below is a list of some of the main points from the development agreement.

1. No more than 29 townhomes will be built.
2. The townhomes will be 1,900 sq. ft. and include basements (assuming the water table allows) and 2 car garages.
3. The exteriors will be built as shown in the rendering.
4. Exterior materials will be 100% masonry – fiber cement and cultured stone.
5. Interior materials will include quartz countertops; high density carpet, tile and wood composite flooring and shaker style cabinets with solid maple doors.
6. A 6’ vinyl fence will be installed around the perimeter.
7. Amenities will include a tot lot, picnic area, courtyards, street and courtyard lighting and an entrance feature.

**RECOMMENDATION:**

The Planning Commission recommends approval to the City Council.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH EUGENE HAN FOR APPROXIMATELY 3.15 ACRES OF PROPERTY LOCATED AT 3732-3736 SOUTH 3200 WEST.**

**WHEREAS**, Eugene Han (herein “Developer”) owns real property within the limits of West Valley City, Utah, on which he proposes to build new townhomes (herein the “Project”); and

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

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

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

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Eugene Han, an individual, (herein “Developer”) for the land to be included in or affected by the project located at approximately 3732-3736 South 3200 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

### RECITALS

**WHEREAS**, Developer owns approximately 3.15 acres of real property located at 3732-3736 South 3200 West in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new housing development (the “Project”); and

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

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

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

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

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

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

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

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

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B" and "C". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

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

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

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

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

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

TO DEVELOPER:	Eugene Han 1653 West 9000 South West Jordan, Utah 84088
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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



## EXHIBIT A

### Legal Descriptions

Parcel #: 15-32-278-035

BEG 540.5 FT N FR SE COR OF SE 1/4 OF NE 1/4 SEC 32, T 1S, R1W, S L M; W 660 FT; N 80 FT; E 660 FT; S 80 FT TO BEG. LESS STREET. 1.15 ACRES.

Parcel #: 15-32-278-050

BEG W 570 FT & N 200 FT FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT; E 128 FT; N 95 FT; W 218 FT; S 340 FT; E 90 FT TO BEG. 0.98 ACRES.

Parcel #: 15-32-278-052

BEG 570 FT W & 200 FT N FR THE E 1/4 COR OF SEC 32, T 1S, R 1W, SLM; N 245.5 FT; E 128 FT; S 70 FT; E 73 FT; S 175.5 FT; W 201 FT TO BEG. 1.02 ACRES.

## **Exhibit B**

### **Development Standards**

1. The maximum number of townhomes on the property shall be 29.
2. The minimum size for all townhome units shall be 1,900 square feet above grade.
3. Basements will be included in all townhome units if the water table allows as indicated in a soils report.
4. Exterior materials for all townhome units shall be fiber cement siding and cultured stone. The stone wainscot shall be included on all four sides of each building. Laminated architectural shingles shall be the roofing material.
5. All townhome units shall have a 2 car garage.
6. All townhome units shall be built substantially like the rendering in Exhibit C. All of the requirements in Chapter 7-14 Part 3 of the zoning ordinance (multi-family design ordinance) shall apply. This means that the townhome rendering in Exhibit C may need to be revised as part of the subdivision review to meet the ordinance standards.
7. At least 50% of the site shall be landscaped. At least 98 trees shall be planted on site as part of the landscaping.
8. At least two different exterior color schemes shall be used to provide variety between buildings.
9. A 6' tall, vinyl fence shall be installed around the perimeter of the property except for the frontage and required setback along 3200 West.
10. Interior materials shall include quartz countertops in the kitchen and bathroom vanities, shaker style cabinets with solid maple doors in the kitchen and bathroom vanities, wood-like ceramic tile for all bathroom floors, high density carpet (190 grams/square foot) in all bedroom floors and wood composite floors in all other areas.
11. A 6' tall, vinyl fence with brick pillars shall be installed along the entire length of the north side of the property.
12. Project amenities shall include a tot lot, picnic area, courtyards between the fronts of units, street and courtyard lighting and an entrance feature. The details of these amenities shall be determined during the subdivision review process.

Exhibit C: Townhome Rendering



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

**Budget Opening Required:**

**ISSUE:**

Application: #Z-4-2015  
Applicant: Raul Rivera  
Location: 2327 S 7200 W  
Size: .73 acres

**SYNOPSIS:**

Change zone from 'A' (Agriculture) to 'M' (Manufacturing).

**BACKGROUND:**

Matt Chadwick has requested a zone change for a 0.73 acre parcel located at 2327 S 7200 W from A (agriculture, minimum lot size ½ acre) to M (manufacturing). Surrounding zones include M to the north, east and south and A-20 (agriculture, minimum lot size 20 acres) to the west in Magna. Surrounding land uses include vacant land to the north and west, the north frontage road and SR-201 to the south and what was used as a small trucking property to the east. The Mountain West Truck Center project was recently approved on the property to the north and east. The subject property is designated as light manufacturing in the West Valley City General Plan.

The subject property includes a home built in 1977, a large shed and a pole barn. If the rezone application is approved, the applicant intends to:

- Convert the home into an office (entire house will be used as office) and repair the roof
- Convert the shed into a mechanic shop and replace any missing siding or windows
- Pave the area east of the shed and south of the pole barn for parking
- Enhance the site landscaping
- Repair the existing fence
- Reserve at least 8 parking spaces for auto sales

Automobile sales and service is a conditional use in the M Zone. If the rezone application is approved, a conditional use permit, building permit and business license will be required to make the necessary improvements and to convert the use from residential to auto sales and service. Some of the improvements required as part of the conditional use and building permits will include at least 20' of landscaping along 7200 W and the frontage road; hardsurfaced parking designed by an engineer for the office, mechanic shop and cars sales area and interior upgrades to the home and shed to meet building code requirements.

**RECOMMENDATION:**

The Planning Commission recommends approval subject to a development agreement.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

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

Draft Date: \_\_\_\_\_

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

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

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2327 S 7200 W FROM ZONE 'A' (AGRICULTURE) TO 'M' (MANUFACTURING).**

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

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

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

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

**SECTION 1. ZONING CHANGE.**

The property described in application #Z-4-2015, filed by Raul Rivera located at 2327 S 7200 W is hereby reclassified from zone 'A' (Agriculture) to 'M' (Manufacturing), said property being more particularly described as follows:

BEG N 0°10'20" W 594 FT FR W 1/4 COR SEC 22, T 1S, R 2W, SLM; S 89°57' E 150 FT; E'LY ALG CURVE TO R 151 FT M OR L; N 169 FT M OR L; W 298 FT; S 146 FT TO BEG. LESS STREET. 0.73 AC

**SECTION 2. ZONING MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**WEST VALLEY CITY**

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**MAYOR**

**ATTEST:**

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**CITY RECORDER**

**Z-4-2015 MINUTES  
WEST VALLEY CITY PLANNING COMMISSION MEETING  
JANUARY 13, 2016**

**Z-4-2015**

**Matt Chadwick**

**2327 S 7200 W**

**A to M**

**0.73 acres**

Matt Chadwick has requested a zone change for a 0.73 acre parcel located at 2327 S 7200 W from A (agriculture, minimum lot size ½ acre) to M (manufacturing). Surrounding zones include M to the north, east and south and A-20 (agriculture, minimum lot size 20 acres) to the west in Magna. Surrounding land uses include vacant land to the north and west, the north frontage road and SR-201 to the south and what was used as a small trucking property to the east. The Mountain West Truck Center project was recently approved on the property to the north and east. The subject property is designated as light manufacturing in the West Valley City General Plan.

The subject property includes a home built in 1977, a large shed and a pole barn. If the rezone application is approved, the applicant intends to:

- Convert the home into an office (the entire house will be used as an office)
- Convert the shed into a mechanic shop
- Pave the area east of the shed and south of the pole barn for parking
- Reserve at least 8 parking spaces for auto sales

Automobile sales and service is a conditional use in the M Zone. If the rezone application is approved, a conditional use permit, building permit and business license will be required to make the necessary improvements and to convert the use from residential to auto sales and service. Some of the improvements required as part of the conditional use and building permits will include at least 20' of landscaping along 7200 W and the frontage road; hardsurfaced parking designed by an engineer for the office, mechanic shop and cars sales area and interior upgrades to the home and shed to meet building code requirements.

Given the General Plan designation, neighboring uses and zoning and proximity to SR-201, the M Zone seems appropriate for this property. However, staff is concerned about the upkeep of the property now and into the future with the change of use especially since this property is in such a prominent location. The house is in need of repairs, the fence between the house and shed is missing slats and the shed is missing siding. After discussing these concerns with the applicant, he provided the following description of improvements to be made:

“Improvements to the property once zone change approved are in the plans for new shingles on roof. The fence will be repaired or replaced. Any missing siding will be repaired. Yard will be cleaned up, spruced with new rock, bark, wood chips, etc. Trim trees, bushes and show good curb appeal. Missing window to be installed. We will do whatever improvements per your instruction.”

During the study session, the Commission discussed potential upgrades to the buildings that would go beyond maintenance and repair given the proposed change of use. If the Commission decides that such upgrades should be required, it may be necessary to continue this application to allow time to establish what the upgrades should be.

**Staff Alternatives:**

- Approval of the zone change to the M Zone subject to a development agreement addressing the improvements mentioned by the applicant.
- Approval of the zone change to the M Zone subject to a development agreement addressing the improvements mentioned by the applicant as well as additional improvements as determined during the public hearing.
- Continuance, for reasons determined at the public hearing.
- Denial of the zone change to the M Zone.

**Applicant:**

Matt Chadwick  
5952 W Fox River  
West Valley, UT 84118

**Discussion:** Matt Chadwick is a licensed general contractor representing the owners of the property, the Riveras. Matt Chadwick said Steve Pastorik covered the staff report accurately and the Riveras are willing to comply with any changes and repairs that need to be done. Matt Chadwick reported the Riveras recently purchased the property and intend to make improvements so the property looks nice.

Commissioner Meaders asked Commissioners if they think the improvements are sufficient or if they want to request additional improvements. Commissioner Woodruff said fifteen years ago the City called this area “the triangle” and didn’t have much hope for it at all. However, it is turning out to be a nice area. He thinks someday this will be a prime corner. Commissioner Fuller noted this property is designated to be zoned M in the General Plan. Commissioner Woodruff voiced concern that “this poor house and shed” may look out of place in the future. Commissioner Meaders feels the first staff alternative is best, and doesn’t require a lot of money be put into the project now. She has a hard time denying a change to the M zone, it seems to be fitting for the area. Commissioner Lovato noted that if the property stays the way it is, no improvement will be made at all. He thinks M zoning makes sense.

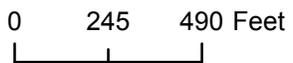
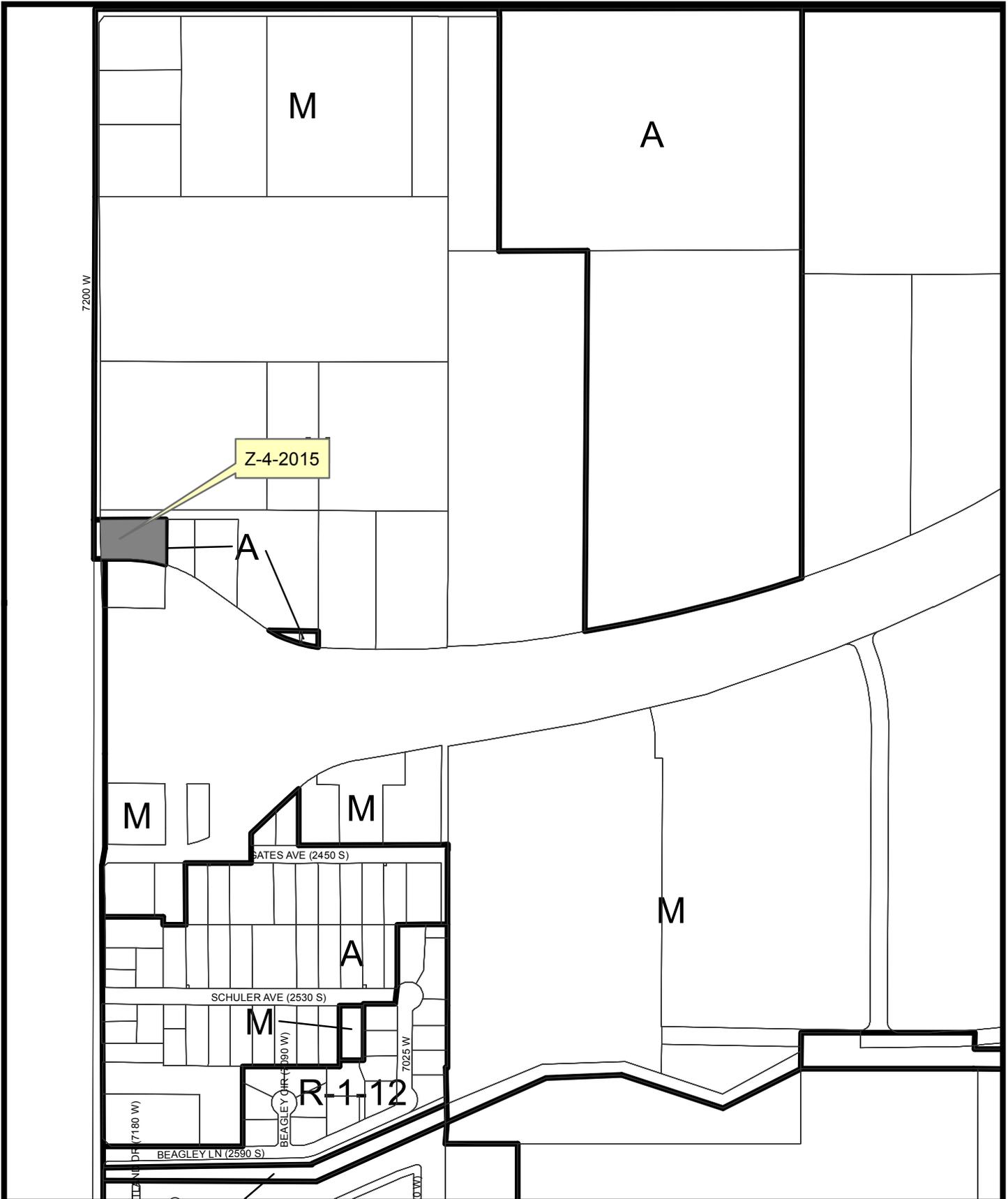
**Motion:** Commissioner Fuller moved for approval subject to the development agreement and stressing the improvements as stated by the applicant.

Commissioner Lovato seconded the motion.

**Roll call vote:**

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes

**Unanimous – Z-4-2015 - Approved**



Z-4-2015  
 Raul Rivera  
 2327 S 7200 W



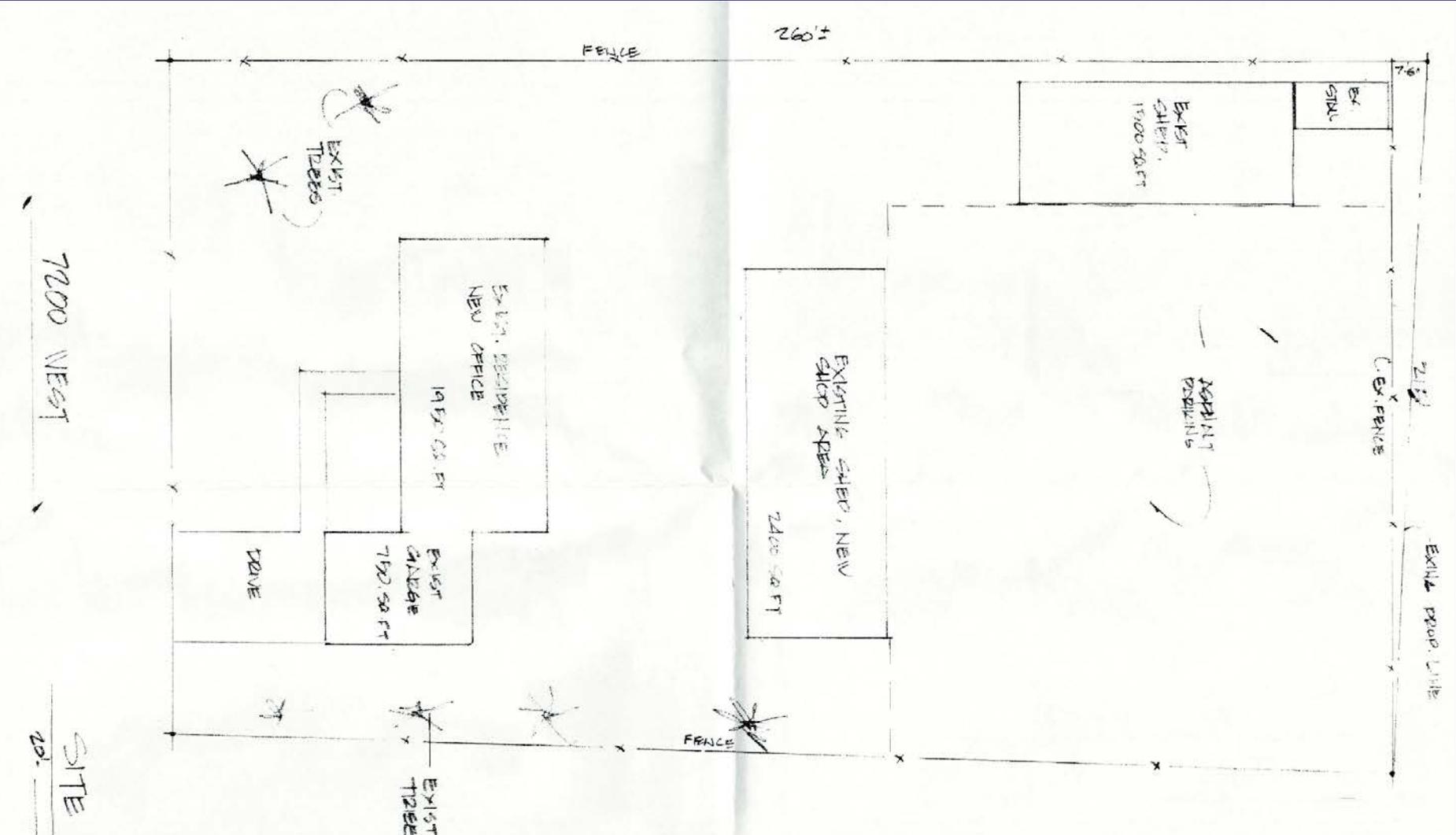
Z-4-2015 Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)



**Z-4-2015** Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)



**Z-4-2015** Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)





**Z-4-2015** Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)



**Z-4-2015** Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)



**Z-4-2015** Petition by **RAUL RIVERA** requesting a **zone change** from A (Agriculture) to M (Manufacturing). The property is located at 2327 S 7200 W on .73 acres. (Staff - **Steve Pastorik** at 801-963-3545)



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

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Raul Rivera.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Raul Rivera to establish minimum standards for the conversion of a residential property into a commercial property 2327 South 7200 West.

**BACKGROUND:**

Matt Chadwick, the agent for Raul Rivera, has submitted an application (Z-4-2015) on 0.73 acres to change the zoning from A (agriculture, minimum lot size ½ acre) to M (manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

The development agreement addresses needed maintenance on the property as well as planned improvements.

**RECOMMENDATION:**

The Planning Commission recommends approval to the City Council.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RAUL RIVERA FOR APPROXIMATELY 0.73 ACRES OF PROPERTY LOCATED AT 2327 SOUTH 7200 WEST.**

**WHEREAS**, Raul Rivera (herein “Developer”) owns real property within the limits of West Valley City, Utah, on which he proposes to build a commercial development (herein the “Project”); and

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

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

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

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Raul Rivera, an individual, (herein “Developer”) for the land to be included in or affected by the project located at approximately 2327 South 7200 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

### RECITALS

**WHEREAS**, Developer owns approximately 0.73 acres of real property located at 2327 South 7200 West in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a commercial development (the “Project”); and

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

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

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

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

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

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

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

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

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

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

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

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

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

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

TO DEVELOPER: Raul Rivera  
2327 South 7200 West  
West Valley City, Utah 84044

TO CITY: West Valley City  
Wayne Pyle, City Manager  
3600 Constitution Blvd.  
West Valley City, Utah 84119

WITH A COPY TO: West Valley City Attorney's Office  
Attn: Brandon Hill  
3600 Constitution Blvd.  
West Valley City, Utah 84119

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

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

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

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



## EXHIBIT A

### Legal Descriptions

Parcel #: 15-32-278-035

BEG N 0°10'20" W 594 FT FR W 1/4 COR SEC 22, T 1S, R 2W, S LM; S 89°57' E 150 FT;  
E'LY ALG CURVE TO R 151 FT M OR L; N 169 FT M OR L; W 298 FT; S 146 FT TO BEG.  
LESS STREET. 0.73 ACRES.

## **EXHIBIT B**

### **Development Standards**

1. New shingles shall be installed on the roof of the house.
2. The fence between the house and shed shall be repaired or replaced.
3. The house shall be converted into an office.
4. The shed between the house and pole barn shall be converted into a mechanics shop.
5. The missing siding and window on the shed shall be replaced.
6. A paved parking area shall be installed in the area east of the shed and south of the pole barn in accordance with a site plan approved as part of the conditional use permit referenced in item 8 below.
7. Landscaping on the site shall be enhanced. Landscaping details shall be determined during the conditional use review.
8. A conditional use permit and building permit shall be obtained prior to any work performed on items 3 through 7 above.
9. No residential uses are permitted on the Property except as explicitly permitted by West Valley City ordinance. All residential uses on the Property must cease prior to the operation of commercial or manufacturing activities on the Property and prior to the obtaining of a West Valley City business license.
10. All conditions set forth in this Exhibit B must be fulfilled prior to the operation of any commercial or manufacturing activity on the Property.

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

**ISSUE:**

A resolution approving an agreement with ICMA Retirement Corporation to administer West Valley City's 457 retirement plan for eligible employees.

**SYNOPSIS:**

This resolution approves an agreement entitled "Administrative Services Agreement" with ICMA Retirement Corporation to act as administrator of West Valley City's 457 retirement plan. ICMA will pay the City an administrative fee of \$28,000 annually during the 5 year term of the agreement, which reflects ICMA Retirement Corporation's assumptions about the revenue it will receive from City funds that are part of its investment plans.

**BACKGROUND:**

The City maintains two retirement plans with ICMA-Retirement Corporation. The 457 Deferred Compensation Plan is funded by employee contributions, and the 401a Money Purchase Plan was funded by City contributions. ICMA Retirement Corporation is a non-profit corporation that offers retirement investment options that are available only to public employers.

**RECOMMENDATION:**

City staff recommends approval of the resolution.

**SUBMITTED BY:**

Paul D. Isaac, Assistant City Manager

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY AND THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION FOR ADMINISTRATIVE SERVICES RELATED TO THE CITY'S 457 RETIREMENT PLAN.**

**WHEREAS**, West Valley City has established a program for eligible employees entitled the 457 Retirement Plan (hereinafter "457 Plan"), which offers a vehicle for reasonable retirement security for public employees; and

**WHEREAS**, as a public plan sponsor of a 457 Plan, the City has a need for administrative services and investment alternatives for the 457 Plan's assets; and

**WHEREAS**, the City wishes to contract with the International City Management Association Retirement Corporation (hereinafter "ICMA-RC"), a non-profit corporation that exists to provide services to public employers related to the operation of employee retirement plans, to act as administrator of the 457 Plan; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and ICMA-RC entitled "Administrative Services Agreement Between ICMA Retirement Corporation and West Valley City" (hereinafter the "Agreement"), a copy of which is attached hereto, 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 with ICMA-RC;

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

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

# **ADMINISTRATIVE SERVICES AGREEMENT**

Between

**ICMA Retirement Corporation**

and

West Valley City

Type: 457

Account #: 303425

Type: 401

Account #: 109078

[Type text]

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement (“Agreement”), made as of the      day of      , 2015 (herein referred to as the “Inception Date”), between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the West Valley City (“Employer”), a City organized and existing under the laws of the State of Utah with an office at 3600 Constitution Boulevard, West Valley, Utah 84119.

### **RECITALS**

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure document, “Making Sound Investment Decisions: A Retirement Investment Guide” and the accompanying VantageTrust Fund Fees and Expenses document (“Retirement Investment Guide”);

The Funds are available only to public employers and only through VantageTrust and ICMA-RC; and

In addition to serving as investment adviser to VantageTrust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

## AGREEMENTS

### 1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

### 2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

### 3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be

responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.
- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

- (a) ICMA-RC's compensation under this Agreement shall be as set forth in subsection (c) below.
- (b) **Administrative Allowance.** ICMA-RC shall provide an annual administrative allowance of \$28,000, which shall be distributed in quarterly installments to the Employer or to the Plan. Such distributions reflect ICMA-RC's assumptions regarding the aggregate level of recordkeeping revenue received from funds offered by the Plan at the initiation of this Agreement. In the event that the Employer chooses to replace investment options during the term of this Agreement, the revenue assumptions with respect to the new investment options will be re-evaluated and the administrative allowance will be adjusted commensurately. Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to participant accounts under the Plan at the instruction of the Employer.
- (c) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished

to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the Retirement Investment Guide and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.
  
- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 6 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in R5 shares of VantageTrust.

The compensation and payment in this Section 6 will take effect in the calendar quarter following receipt of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October

- Agreement received by December 20 – Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer chooses to implement additional funds not on ICMA-RC's mutual fund platform.

7. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend five (5) years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**ICMA-RC:** Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240  
**Facsimile:** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

WEST VALLEY CITY

By \_\_\_\_\_  
Signature/Date

By \_\_\_\_\_  
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION

By  \_\_\_\_\_  
Erica McFarquhar  
Assistant Secretary

Please return fully executed contract to:      New Business Services  
ICMA-RC  
777 North Capitol Street NE  
Suite 600  
Washington DC 20002-4240

## **Exhibit A**

### **Administrative Services**

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site as appropriate. Employer will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other and documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any

time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>

- (j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.
- (l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.
- (m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

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

**Budget Opening Required:**

**Issue:**

Warranty Deed.

**Synopsis:**

Acceptance of a Warranty Deed from RAR Investments, LLC for a portion of property located at 2283 South 7200 West (parcel 14-22-151-001 and 14-22-151-025).

**Background:**

RAR Investments, LLC has signed a Warranty Deed for additional right-of-way on 7200 West at 2283 South. RAR Investments, LLC is the owner of the properties for the proposed Mountain West Truck Center site. As a condition of approval for the proposed project, conveyance of right-of-way was required in accordance the West Valley City Major Street Plan. The existing right-of-way width on the east side of 7200 West is a 33 foot half width and is being widened to a 40 foot half width right-of-way.

**Recommendation:**

Accept Warranty Deed, and authorize City Recorder to record said Warranty Deed for and in behalf of West Valley City.

**Submitted By:**

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

WEST VALLEY CITY, UTAH

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

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT AND RECORD A WARRANTY DEED FROM RAR INVESTMENTS, LLC FOR PROPERTY LOCATED AT 2283 SOUTH 7200 WEST (parcel 14-22-151-001 and 14-22-151-025).**

**WHEREAS**, RAR Investments, LLC (herein “RAR”) owns property located at 2283 South 7200 West (herein “the Property”); and

**WHEREAS**, as a condition of approval for site additions and modifications to the Property, RAR is required to convey right-of-way to the City in accordance with the West Valley City Major Street Plan; and

**WHEREAS**, RAR has signed a Warranty Deed conveying said right-of-way to the City; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Warranty Deed.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City that the Mayor is authorized to accept and the City Recorder is authorized to record said Warranty Deed for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

Space above for County Recorder's use

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PARCEL I.D. #Portions of 14-22-151-001 & 14-22-151-025

**WARRANTY DEED**

**RAR Investments, L.L.C.**, a Utah limited liability company, GRANTOR, hereby conveys and warrants 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 **2283 South 7200 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:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 7200 WEST STREET, SAID POINT BEING NORTH 00°08'06" WEST 741.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 40.00 FEET (HALF WIDTH RIGHT-OF WAY REQUIRED) FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE NORTH 00°08'06" WEST 580.76 FEET ALONG SAID EAST RIGHT OF WAY LINE OF 7200 WEST STREET; THENCE SOUTH 89°49'00" WEST 7.00 FEET TO THE OLD 33 FEET HALFWIDTH RIGHT OF WAY LINE OF SAID 7200 WEST STREET; THENCE SOUTH 00°08'06" EAST 580.77 FEET ALONG SAID ORIGINAL EAST RIGHT OF WAY LINE; THENCE NORTH 89°43'54" EAST 7.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,065 SQUARE FEET.

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

WITNESSED the hand of said GRANTOR this 6 day of January, 2016.

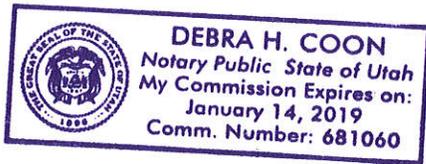
GRANTOR  
**RAR Investments, L.L.C., a Utah limited liability company**

  
By: Ron Johnson  
Title: managing member

State of Utah )  
County of San Juan ) :ss

On this 6 day of Jan, 2015, personally appeared before me Tom Johnson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Member of **RAR Investments, L.L.C.**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

[Signature]  
Notary



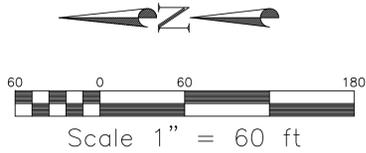
# RECORD OF SURVEY

## (MOUNTAIN WEST TRUCK CENTER)

### NW 1/4 SEC 22, T1S, R2W, SLB&M

**LEGEND:**

- M/L - MONUMENT LINE
- R/L - RIGHT OF WAY LINE
- P/L - PROPERTY LINE
- (M) - MEASURED
- (R) - RECORD
- (A) - ATLAS
- (C) - CALCULATED
- — — — — EXIST. FENCE
- ◆ — SECTION CORNER



**NEW BOUNDARY DESCRIPTION CONTAINING PARCELS**

- (1) 14-22-151-016, (2) 14-22-151-015, (3) 14-22-151-001, (4) 14-22-151-028,  
 (5) 14-22-151-025, (6) 14-22-151-026, (7) 14-22-151-008, (8) 14-22-151-007

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 7200 WEST STREET, WHICH IS NORTH 00°08'06" WEST 741.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 40.00 FEET (HALF WIDTH RIGHT-OF WAY REQUIRED) FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE NORTH 00°08'06" WEST 580.76 FEET ALONG SAID WEST RIGHT OF WAY LINE OF 7200 WEST STREET; THENCE NORTH 89°49'00" EAST 808.98 FEET; THENCE SOUTH 00°08'06" EAST 1048.29 FEET TO A POINT OF A CURVE AT THE NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE WITH A CHORD LINE BEARING AND DISTANCE NORTH 68°17'45" WEST 223.50 FEET AND 225.89 FEET ALONG A 447.46 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE N 53°50'00" W 231.30 FEET TO A POINT OF A CURVE ALONG THE NORTH RIGHT OF WAY LINE OF SAID FRONTAGE ROAD; THENCE WITH A CHORD LINE BEARING AND DISTANCE NORTH 63°35'08" WEST 175.63 FEET AND 176.36 FEET ALONG A 560.96 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTH 00°08'06" WEST 168.87 FEET; THENCE SOUTH 89°43'54" WEST 258.00 FEET TO THE POINT OF BEGINNING. CONTAINS 14.9431 ACRES.

THE 7 FOOT ADDITIONAL RIGHT OF WAY FOR THE 40 FEET HALF WIDTH RIGHT-OF WAY REQUIRED DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 7200 WEST STREET, SAID POINT BEING NORTH 00°08'06" WEST 741.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 40.00 FEET (HALF WIDTH RIGHT-OF WAY REQUIRED) FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE NORTH 00°08'06" WEST 580.76 FEET ALONG SAID EAST RIGHT OF WAY LINE OF 7200 WEST STREET; THENCE SOUTH 89°49'00" WEST 7.00 FEET TO THE OLD 33 FEET HALF WIDTH RIGHT OF WAY LINE OF SAID 7200 WEST STREET; THENCE SOUTH 00°08'06" EAST 580.77 FEET ALONG SAID ORIGINAL EAST RIGHT OF WAY LINE; THENCE NORTH 89°43'54" EAST 7.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,065 SQUARE FEET.

A 20 FOOT STORM DRAIN EASEMENT TO BE CONVEYED TO WEST VALLEY CITY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SR-201 NORTH FRONTAGE ROAD, SAID POINT BEING NORTH 00°08'06" WEST 409.61 FEET ALONG THE SECTION LINE AND EAST 572.32 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE GOING NORTH 79°58'18" EAST 260.53 FEET; THENCE NORTH 00°08'06" WEST 849.53 FEET; THENCE SOUTH 89°49'00" WEST 259.02 FEET; THENCE NORTH 20.00 FEET TO THE SOUTH LINE OF OMAN PROPERTIES, LLC; THENCE NORTH 89°49'00" EAST 278.97 FEET ALONG SAID SOUTH PROPERTY LINE OF OMAN PROPERTIES, LLC TO THE NORTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE GOING SOUTH 00°08'06" EAST 886.36 FEET ALONG SAID PROPERTY LINE WHICH IS ADJACENT WITH THE WEST PROPERTY LINE OF FIRST CHOICE SELF STORAGE, LLC, ENTRY 12021838; THENCE SOUTH 79°58'18" WEST 258.17 FEET; TO THE NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE NORTH 53°50'00" WEST 27.71 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 27,926 SQUARE FEET.

THAT ABANDONMENT OF A 20 FOOT STORM DRAIN EASEMENT IN FAVOR OF WEST VALLEY CITY, ENTRY 9102227 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 00°08'06" WEST 781.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 573.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°43'54" EAST 275.00 FEET TO THE NORTHWEST CORNER OF THE BRAD TREGEMBA PARCEL AS RECORDED IN BOOK 8908 AT PAGES 2488-2489 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 00°08'06" EAST 20.00 FEET ALONG THE WEST LINE OF SAID TREGEMBA PARCEL; THENCE SOUTH 89°43'54" WEST 275.00 FEET; THENCE NORTH 00°08'06" WEST 20.00 FEET TO THE POINT OF BEGINNING.

**SURVEYORS CERTIFICATE:**

I, Manfred W. Gulla, do hereby certify that I am a Professional Land Surveyor licensed to practice in the State of Utah and that I hold License No. 172901. I further certify that I have made a survey of the parcel of land shown and described on this map. I further certify that the survey was conducted using generally accepted surveying practices.

Manfred W. Gulla  
 Utah Professional Land Surveyor  
 License No. 172901



DATE: 12-23-2015

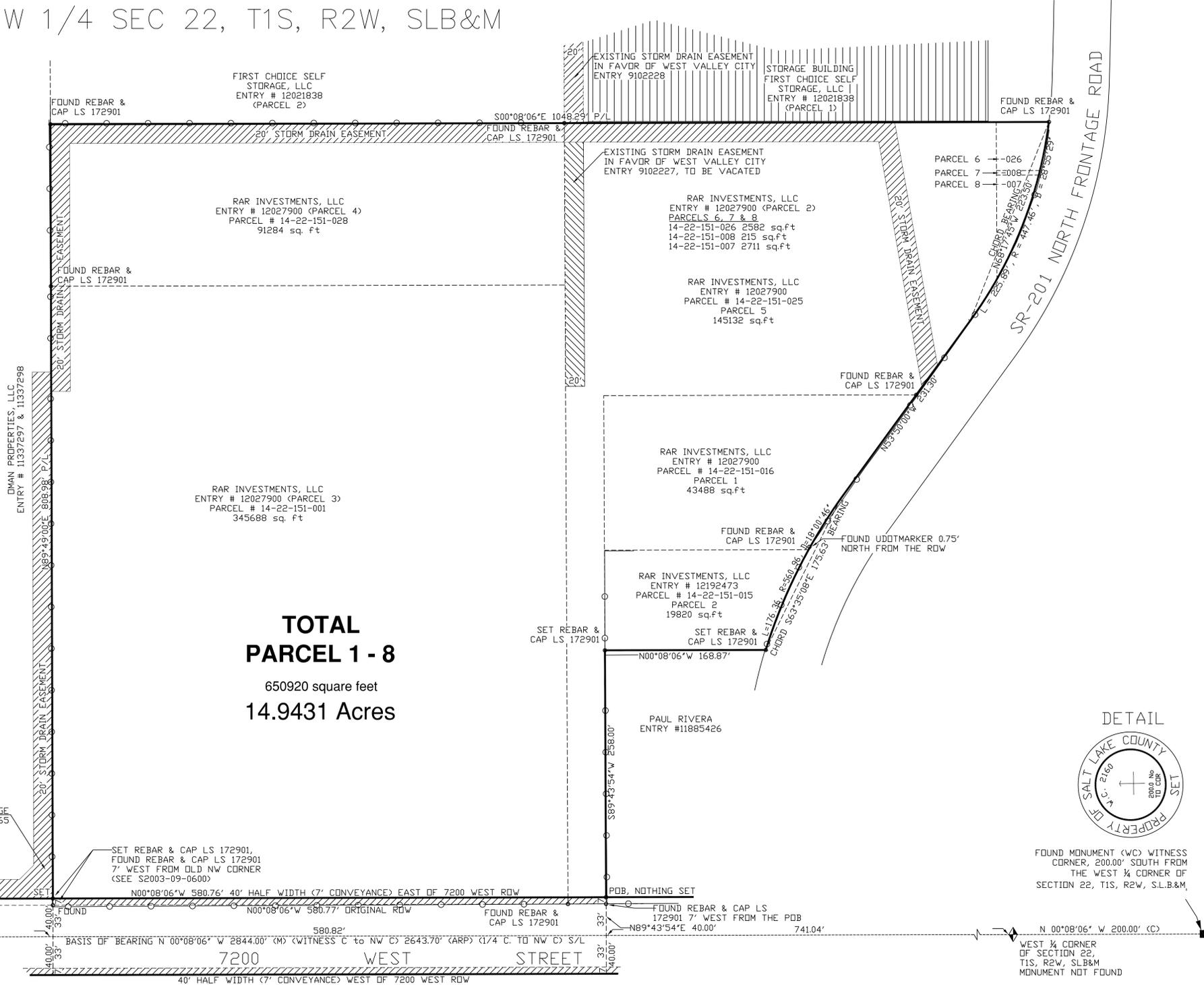
SIGNED:

**NARRATIVE:**

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE A RECORD OF SURVEY FOR 8 PARCELS FOR CONSOLIDATION INTO 1 PARCEL. DESCRIPTION, SET MARKERS AND LOCATE EXISTING MARKERS AND FENCES AS INDICATED ON THIS DRAWING AT THE REQUEST OF MY CLIENT TRAVIS DAVIS, PROJECT EXECUTIVE, HUGHES GENERAL CONTRACTORS. BASIS OF BEARING IS N00°08'06"W 2844.00' (M) BETWEEN NW CORNER OF SECTION 22 AND THE WITNESS CORNER BEING 200 FEET SOUTH ALONG SECTION LINE AS SHOWN ON THIS PLAT.

SURVEY REFERENCES USED FOR ESTABLISHING THE BOUNDARY LINES:

- ROS S2003-09-0600, ROS S2004-08-0511 UDOT SR-201 NORTH FRONTAGE ROAD STATE PROJECT No. F-018-1 (5), ENTRY 12027900 FOR PARCELS 1,3,4 TO 8, WARRANTY DEED FOR PARCEL 2 ENTRY 12192473.

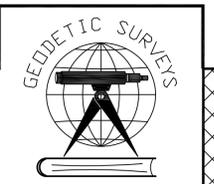


**TOTAL  
 PARCEL 1 - 8**  
 650920 square feet  
 14.9431 Acres

**DETAIL**



FOUND MONUMENT (WC) WITNESS CORNER, 200.00' SOUTH FROM THE WEST 1/4 CORNER OF SECTION 22, T1S, R2W, SLB&M, MONUMENT NOT FOUND



**GEODETIC SURVEYS**  
 394 NORTH MAIN STREET  
 SALT LAKE CITY, UTAH 84103  
 PHONE 801-521-2150

DRAWN BY: MANFRED GULLA	SURVEYED FOR: HUGHES GENERAL CONTRACTORS	SURVEY LOCATION: 2283 SOUTH 7200 WEST, WEST VALLEY CITY, UTAH 84044	PARC. 1 (SIDW. # 14-22-151-016) 43488 sq-ft	PARC. 5 (SIDW. # 14-22-151-016) 145132 sq-ft
DATE: 12. 14. 2015	ATTN: TRAVIS DAVIS, Project Executive, Design/Build	LOCATED IN THE NORTHWEST QUARTER OF SECTION 22	PARC. 2 (SIDW. # 14-22-151-015) 19820 sq-ft	PARC. 6 (SIDW. # 14-22-151-015) 2582 sq-ft
DWG. NO.: 10692	900 N. REDWOOD RD SALT LAKE CITY, UTAH 84054	TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN	PARC. 3 (SIDW. # 14-22-151-001) 345688 sq-ft	PARC. 7 (SIDW. # 14-22-151-001) 215 sq-ft
			PARC. 4 (SIDW. # 14-22-151-028) 91284 sq-ft	PARC. 8 (SIDW. # 14-22-151-028) 2711 sq-ft

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \_\_\_\_\_ N/A  
**Funding Source:** \_\_\_\_\_ N/A  
**Account No:** \_\_\_\_\_ N/A

**Budget Opening Required:**

**Issue:**

Storm Drain Easement.

**Synopsis:**

Acceptance of a Storm Drain Easement from RAR Investments, LLC has signed a Storm Drain Easement in favor of West Valley City across property located at 7094 West SR-201 North Frontage Road (14-22-151-025). This easement will allow for the realignment and piping of an existing storm drainage ditch across the RAR Investments, LLC.

**Background:**

RAR Investments, LLC has signed a Storm Drain Easement in favor of West Valley City. This easement will allow for the realignment and piping of an existing storm drainage ditch across the RAR Investments, LLC property to allow for the construction of the proposed Mountain West Truck Center site.

**Recommendation:**

Acceptance of a Storm Drain Easement. Authorize City Recorder to record said easement for and in behalf of West Valley City.

**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 ACCEPTANCE OF A STORM DRAIN EASEMENT FROM RAR INVESTMENTS, LLC, FOR PROPERTY LOCATED AT 7094 WEST SR-201 NORTH FRONTAGE ROAD (14-22-151-025).**

**WHEREAS**, RAR Investments, LLC (herein “RAR”) owns property located at 7094 West SR-201 North Frontage Road (the “Property”); and

**WHEREAS**, the easement will allow for the realignment and piping of an existing storm drainage ditch across the Property; and

**WHEREAS**, a document entitled “Storm Drain Easement” has been signed by RAR Investments, LLC; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Storm Drain Easement from RAR Investments, LLC;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City that the document entitled “Storm Drain Easement” from RAR Investments, LLC is hereby approved, and that the Mayor is authorized to accept and the City Recorder is authorized to record said document for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

Space above for County Recorder's use

PARCEL I.D. #14-22-151-025

### STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **RAR Investments, L.L.C.**, a Utah limited liability company, having an address of **1475 West 2100 South, West Valley City, Utah 84119**, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drainage 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 20 foot wide Storm Drain Easement located in the Northwest Quarter of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said easement being more particularly described as follows:

Beginning at a point on the north right-of-way line of the SR-201 North Frontage Road, said point being North 00°08'06" West 409.61 feet along the Section Line and East 572.32 feet from the West Quarter Corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said West Quarter Corner location being North 00°08'06" West 200.00 feet from a found Salt Lake County Witness Monument; thence going North 79°58'18" East 260.53 feet; thence North 00°08'06" West 849.53 feet; thence South 89°49'00" West 259.02 feet; thence North 20.00 feet to the south line of Oman Properties, LLC; thence North 89°49'00" East 278.97 feet along said south property line of Oman Properties, LLC to the Northeast Corner of Grantor's property; thence Going South 00°08'06" East 886.36 feet long said property line which is adjacent with the west property line of First Choice Self Storage, LLC, Entry 12021838; thence South 79°58'18" West 258.17 feet; to the north right of way line of frontage road; thence North 53°50'00" West 27.71 feet along said north right-of-way line to the Point of Beginning. Containing 27,926 square feet.

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

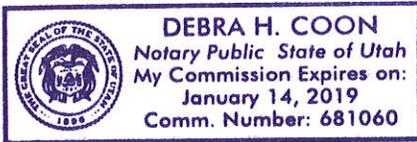
WITNESSED the hand of said GRANTOR this 6 day of January,  
2016.

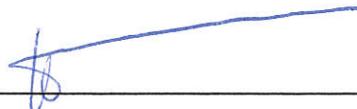
GRANTOR  
RAR Investments, L.L.C., a Utah limited liability company

  
By: Ron Johnson  
Title: Managing Member

State of Utah )  
County of Salt Lake )  
:ss

On this 6 day of Jan, 2015, personally appeared before me Ron Johnson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Member of **RAR Investments, L.L.C.**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



  
Notary

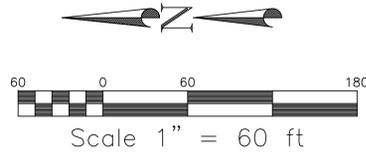
# RECORD OF SURVEY

## (MOUNTAIN WEST TRUCK CENTER)

### NW 1/4 SEC 22, T1S, R2W, SLB&M

**LEGEND:**

- M/L - MONUMENT LINE
- R/L - RIGHT OF WAY LINE
- P/L - PROPERTY LINE
- (M) - MEASURED
- (R) - RECORD
- (A) - ATLAS
- (C) - CALCULATED
- — — — — EXIST. FENCE
- ◆ — SECTION CORNER



**NEW BOUNDARY DESCRIPTION CONTAINING PARCELS**

- (1) 14-22-151-016, (2) 14-22-151-015, (3) 14-22-151-001, (4) 14-22-151-028,  
 (5) 14-22-151-025, (6) 14-22-151-026, (7) 14-22-151-008, (8) 14-22-151-007

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 7200 WEST STREET, WHICH IS NORTH 00°08'06" WEST 741.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 40.00 FEET (HALF WIDTH RIGHT-OF WAY REQUIRED) FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE NORTH 00°08'06" WEST 580.76 FEET ALONG SAID WEST RIGHT OF WAY LINE OF 7200 WEST STREET; THENCE NORTH 89°49'00" EAST 808.98 FEET; THENCE SOUTH 00°08'06" EAST 1048.29 FEET TO A POINT OF A CURVE AT THE NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE WITH A CHORD LINE BEARING AND DISTANCE NORTH 68°17'45" WEST 223.50 FEET AND 225.89 FEET ALONG A 447.46 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE N 53°50'00" W 231.30 FEET TO A POINT OF A CURVE ALONG THE NORTH RIGHT OF WAY LINE OF SAID FRONTAGE ROAD; THENCE WITH A CHORD LINE BEARING AND DISTANCE NORTH 63°35'08" WEST 175.63 FEET AND 176.36 FEET ALONG A 560.96 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTH 00°08'06" WEST 168.87 FEET; THENCE SOUTH 89°43'54" WEST 258.00 FEET TO THE POINT OF BEGINNING. CONTAINS 14.9431 ACRES.

THE 7 FOOT ADDITIONAL RIGHT OF WAY FOR THE 40 FEET HALF WIDTH RIGHT-OF WAY REQUIRED DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 7200 WEST STREET, SAID POINT BEING NORTH 00°08'06" WEST 741.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 40.00 FEET (HALF WIDTH RIGHT-OF WAY REQUIRED) FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE NORTH 00°08'06" WEST 580.76 FEET ALONG SAID EAST RIGHT OF WAY LINE OF 7200 WEST STREET; THENCE SOUTH 89°49'00" WEST 7.00 FEET TO THE OLD 33 FEET HALF WIDTH RIGHT OF WAY LINE OF SAID 7200 WEST STREET; THENCE SOUTH 00°08'06" EAST 580.77 FEET ALONG SAID ORIGINAL EAST RIGHT OF WAY LINE; THENCE NORTH 89°43'54" EAST 7.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,065 SQUARE FEET.

A 20 FOOT STORM DRAIN EASEMENT TO BE CONVEYED TO WEST VALLEY CITY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SR-201 NORTH FRONTAGE ROAD, SAID POINT BEING NORTH 00°08'06" WEST 409.61 FEET ALONG THE SECTION LINE AND EAST 572.32 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN SAID WEST QUARTER CORNER LOCATION BEING NORTH 00°08'06" WEST 200.00 FEET FROM A FOUND SALT LAKE COUNTY WITNESS MONUMENT; THENCE GOING NORTH 79°58'18" EAST 260.53 FEET; THENCE NORTH 00°08'06" WEST 849.53 FEET; THENCE SOUTH 89°49'00" WEST 259.02 FEET; THENCE NORTH 20.00 FEET TO THE SOUTH LINE OF OMAN PROPERTIES, LLC; THENCE NORTH 89°49'00" EAST 278.97 FEET ALONG SAID SOUTH PROPERTY LINE OF OMAN PROPERTIES, LLC TO THE NORTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE GOING SOUTH 00°08'06" EAST 886.36 FEET ALONG SAID PROPERTY LINE WHICH IS ADJACENT WITH THE WEST PROPERTY LINE OF FIRST CHOICE SELF STORAGE, LLC, ENTRY 12021838; THENCE SOUTH 79°58'18" WEST 258.17 FEET; TO THE NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE NORTH 53°50'00" WEST 27.71 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINING 27,926 SQUARE FEET.

THAT ABANDONMENT OF A 20 FOOT STORM DRAIN EASEMENT IN FAVOR OF WEST VALLEY CITY, ENTRY 9102227 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 00°08'06" WEST 781.04 FEET ALONG THE SECTION LINE AND NORTH 89°43'54" EAST 573.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°43'54" EAST 275.00 FEET TO THE NORTHWEST CORNER OF THE BRAD TREGEMBA PARCEL AS RECORDED IN BOOK 8908 AT PAGES 2488-2489 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 00°08'06" EAST 20.00 FEET ALONG THE WEST LINE OF SAID TREGEMBA PARCEL; THENCE SOUTH 89°43'54" WEST 275.00 FEET; THENCE NORTH 00°08'06" WEST 20.00 FEET TO THE POINT OF BEGINNING.

**SURVEYORS CERTIFICATE:**

I, Manfred W. Gulla, do hereby certify that I am a Professional Land Surveyor licensed to practice in the State of Utah and that I hold License No. 172901. I further certify that I have made a survey of the parcel of land shown and described on this map. I further certify that the survey was conducted using generally accepted surveying practices.

Manfred W. Gulla  
 Utah Professional Land Surveyor  
 License No. 172901



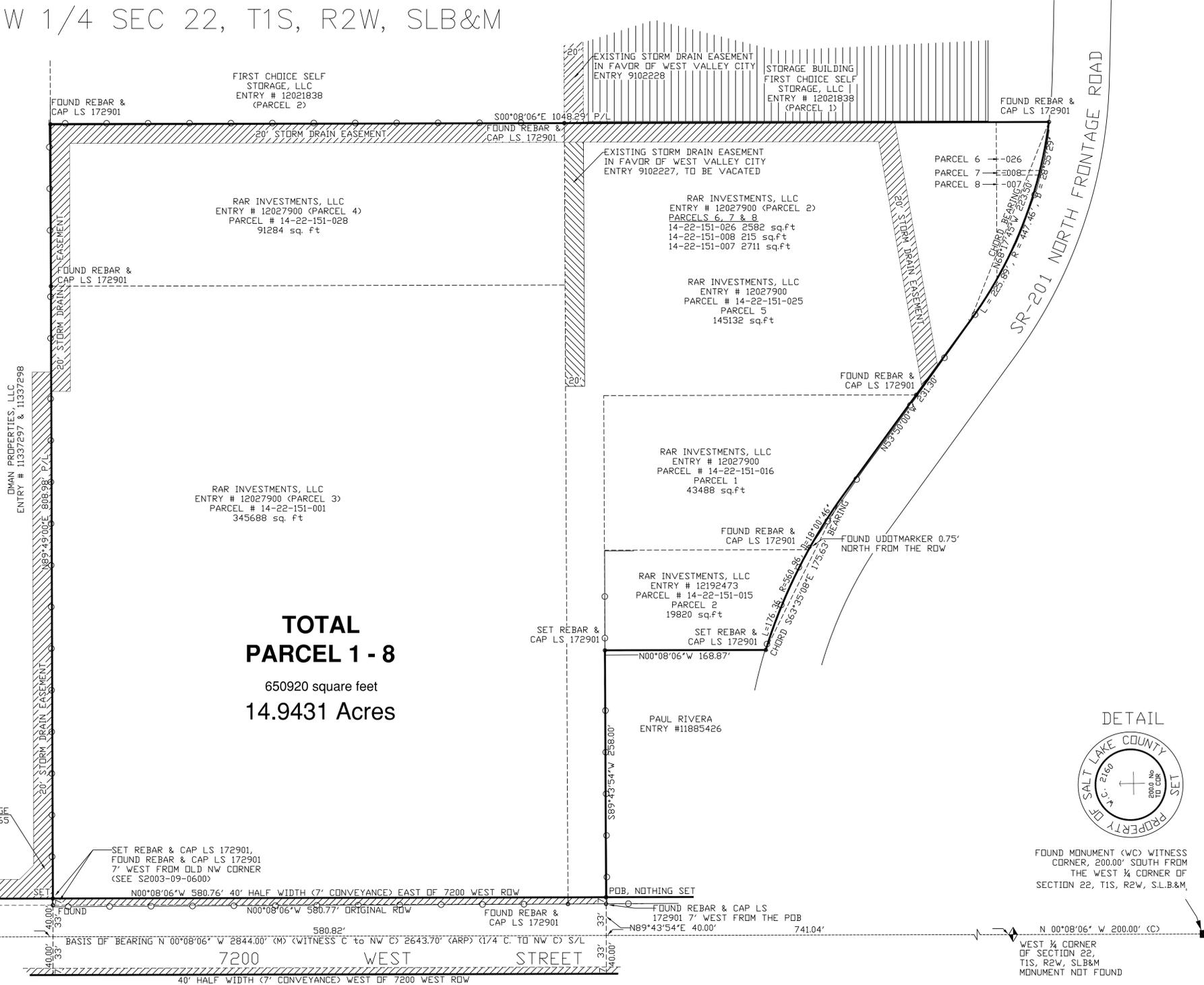
DATE: 12-23-2015

SIGNED:

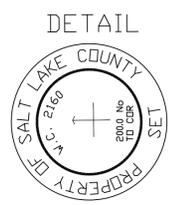
**NARRATIVE:**

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE A RECORD OF SURVEY FOR 8 PARCELS FOR CONSOLIDATION INTO 1 PARCEL. DESCRIPTION, SET MARKERS AND LOCATE EXISTING MARKERS AND FENCES AS INDICATED ON THIS DRAWING AT THE REQUEST OF MY CLIENT TRAVIS DAVIS, PROJECT EXECUTIVE, HUGHES GENERAL CONTRACTORS. BASIS OF BEARING IS N00°08'06"W 2844.00' (M) BETWEEN NW CORNER OF SECTION 22 AND THE WITNESS CORNER BEING 200 FEET SOUTH ALONG SECTION LINE AS SHOWN ON THIS PLAT.

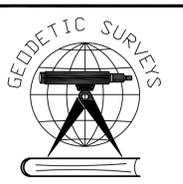
SURVEY REFERENCES USED FOR ESTABLISHING THE BOUNDARY LINES:  
 ROS S2003-09-0600, ROS S2004-08-0511 UDOT SR-201 NORTH FRONTAGE ROAD STATE PROJECT No. F-018-1 (5),  
 ENTRY 12027900 FOR PARCELS 1,3,4 TO 8, WARRANTY DEED FOR PARCEL 2 ENTRY 12192473.



**TOTAL**  
**PARCEL 1 - 8**  
 650920 square feet  
**14.9431 Acres**



FOUND MONUMENT (WC) WITNESS CORNER, 200.00' SOUTH FROM THE WEST 1/4 CORNER OF SECTION 22, T1S, R2W, SLB&M, MONUMENT NOT FOUND



**GEODETIC SURVEYS**  
 394 NORTH MAIN STREET  
 SALT LAKE CITY, UTAH 84103  
 PHONE 801-521-2150

DRAWN BY: MANFRED GULLA	SURVEYED FOR: HUGHES GENERAL CONTRACTORS	SURVEY LOCATION: 2283 SOUTH 7200 WEST, WEST VALLEY CITY, UTAH 84044	PARC. 1 (SIDW. # 14-22-151-016) 43488 sq-ft	PARC. 5 (SIDW. # 14-22-151-016) 145132 sq-ft
DATE: 12. 14. 2015	ATTN: TRAVIS DAVIS, Project Executive, Design/Build	LOCATED IN THE NORTHWEST QUARTER OF SECTION 22	PARC. 2 (SIDW. # 14-22-151-015) 19820 sq-ft	PARC. 6 (SIDW. # 14-22-151-015) 2582 sq-ft
DWG. NO.: 10692	900 N. REDWOOD RD SALT LAKE CITY, UTAH 84054	TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN	PARC. 3 (SIDW. # 14-22-151-001) 345688 sq-ft	PARC. 7 (SIDW. # 14-22-151-001) 215 sq-ft
			PARC. 4 (SIDW. # 14-22-151-028) 91284 sq-ft	PARC. 8 (SIDW. # 14-22-151-028) 2711 sq-ft

Item #:	
Fiscal Impact:	\$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

**ISSUE:**

Abandonment of Storm Drain Easement.

**SYNOPSIS:**

West Valley City has an existing Storm Drain Easement on property currently owned by RAR Investments, LLC (14-22-151-025). As RAR Investments, LLC has granted a new Storm Drain Easement and will be realigning and installing new storm drain piping, the existing easement will no longer be necessary.

**BACKGROUND:**

In 2004 a Storm Drain Easement was conveyed to West Valley City across property currently owned by RAR Investments, LLC. A storm drain pipe was constructed within this easement by the developer of the First Choice Storage site which is located on property adjacent to the east boundary of the RAR Investments, LLC property. The existing storm drain takes storm water from the First Choice Storage site and other properties to an existing drainage ditch on the RAR Investments, LLC property. As part of the Mountain West Truck Center project on its property, RAR Investments, LLC has granted a new Storm Drain Easement to the City and will be piping the drainage ditch and realigning the existing storm drain. As a result of the proposed construction and the new Storm Drain Easement, the existing Storm Drain Easement will no longer be necessary.

**RECOMMENDATION:**

Approve Abandonment of Storm Drain Easement and authorize the Mayor to execute said Abandonment of Storm Drain Easement for and in behalf of West Valley City. Authorize City Recorder to record said Abandonment of Storm Drain Easement.

**SUBMITTED BY:**

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

**WEST VALLEY CITY**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AN ABANDONMENT OF STORM DRAIN EASEMENT ON PROPERTY OWNED BY RAR INVESTMENTS, LLC (PARCEL NO. 14-22-151-025).**

**WHEREAS**, the City has an existing Storm Drain Easement on property owned by RAR Investments, LLC (14-22-151-025); and

**WHEREAS**, RAR Investments, LLC has granted a new Storm Drain Easement and will be aligning and installing new storm drain piping,; and

**WHEREAS**, the existing easement will no longer be necessary; and

**WHEREAS**, the City desires to abandon the 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 execute an Abandonment of Storm Drain Easement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City that the Mayor is authorized to execute said Abandonment of Storm Drain Easement, and the City Recorder is authorized to record said Abandonment of Storm Drain Easement for and on behalf of West Valley City upon final approval of the document by the City Manager and the City Attorney's Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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



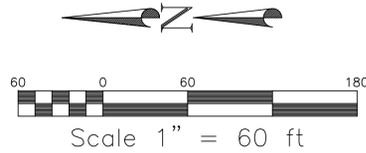
# RECORD OF SURVEY

## (MOUNTAIN WEST TRUCK CENTER)

### NW 1/4 SEC 22, T1S, R2W, SLB&M

**LEGEND:**

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- P/L - PROPERTY LINE
- (M) - MEASURED
- (R) - RECORD
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- — — — — EXIST. FENCE
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**NEW BOUNDARY DESCRIPTION CONTAINING PARCELS**

- (1) 14-22-151-016, (2) 14-22-151-015, (3) 14-22-151-001, (4) 14-22-151-028,  
 (5) 14-22-151-025, (6) 14-22-151-026, (7) 14-22-151-008, (8) 14-22-151-007

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**SURVEYORS CERTIFICATE:**

I, Manfred W. Gulla, do hereby certify that I am a Professional Land Surveyor licensed to practice in the State of Utah and that I hold License No. 172901. I further certify that I have made a survey of the parcel of land shown and described on this map. I further certify that the survey was conducted using generally accepted surveying practices.

Manfred W. Gulla  
 Utah Professional Land Surveyor  
 License No. 172901



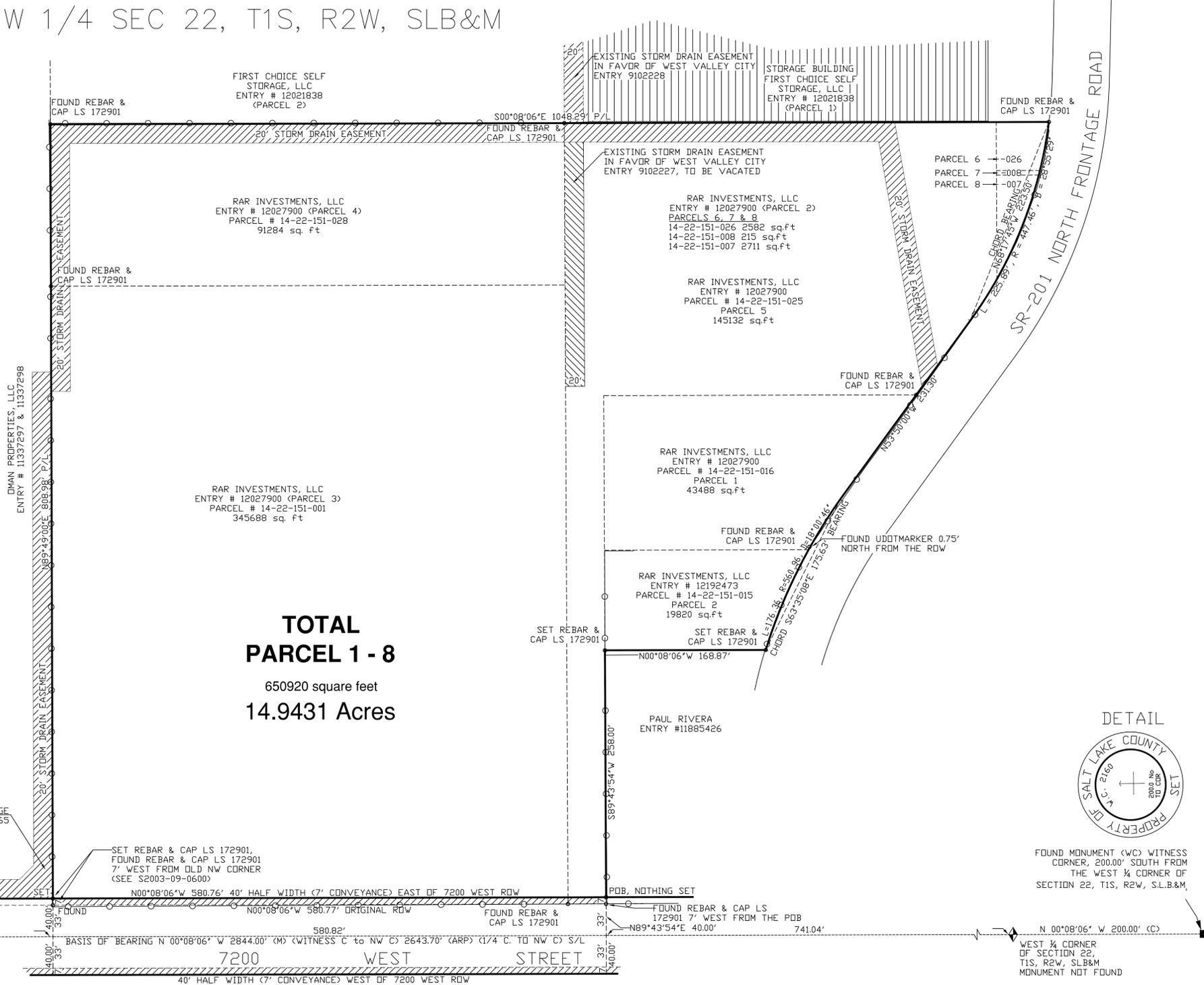
DATE: 12-23-2015

SIGNED:

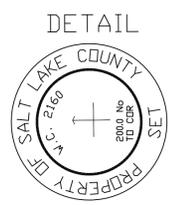
**NARRATIVE:**

THE PURPOSE OF THIS SURVEY WAS TO PROVIDE A RECORD OF SURVEY FOR 8 PARCELS FOR CONSOLIDATION INTO 1 PARCEL. DESCRIPTION, SET MARKERS AND LOCATE EXISTING MARKERS AND FENCES AS INDICATED ON THIS DRAWING AT THE REQUEST OF MY CLIENT TRAVIS DAVIS, PROJECT EXECUTIVE, HUGHES GENERAL CONTRACTORS. BASIS OF BEARING IS N00°08'06"W 2844.00' (M) BETWEEN NW CORNER OF SECTION 22 AND THE WITNESS CORNER BEING 200 FEET SOUTH ALONG SECTION LINE AS SHOWN ON THIS PLAT.

SURVEY REFERENCES USED FOR ESTABLISHING THE BOUNDARY LINES:  
 ROS S2003-09-0600, ROS S2004-08-0511 UDOT SR-201 NORTH FRONTAGE ROAD STATE PROJECT No. F-018-1 (5),  
 ENTRY 12027900 FOR PARCELS 1,3,4 TO 8, WARRANTY DEED FOR PARCEL 2 ENTRY 12192473.



**TOTAL**  
**PARCEL 1 - 8**  
 650920 square feet  
 14.9431 Acres



FOUND MONUMENT (WC) WITNESS CORNER, 200.00' SOUTH FROM THE WEST 1/4 CORNER OF SECTION 22, T1S, R2W, SLB&M, MONUMENT NOT FOUND



**GEODETIC SURVEYS**  
 394 NORTH MAIN STREET  
 SALT LAKE CITY, UTAH 84103  
 PHONE 801-521-2150

DRAWN BY: MANFRED GULLA	SURVEYED FOR: HUGHES GENERAL CONTRACTORS	SURVEY LOCATION: 2283 SOUTH 7200 WEST, WEST VALLEY CITY, UTAH 84044	PARC. 1 (SIDW. # 14-22-151-016) 43488 sq-ft	PARC. 5 (SIDW. # 14-22-151-016) 145132 sq-ft
DATE: 12. 14. 2015	ATTN: TRAVIS DAVIS, Project Executive, Design/Build	LOCATED IN THE NORTHWEST QUARTER OF SECTION 22	PARC. 2 (SIDW. # 14-22-151-015) 19820 sq-ft	PARC. 6 (SIDW. # 14-22-151-015) 2582 sq-ft
DWG. NO.: 10692	900 N. REDWOOD RD SALT LAKE CITY, UTAH 84054	TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN	PARC. 3 (SIDW. # 14-22-151-001) 345688 sq-ft	PARC. 7 (SIDW. # 14-22-151-001) 215 sq-ft
			PARC. 4 (SIDW. # 14-22-151-028) 91284 sq-ft	PARC. 8 (SIDW. # 14-22-151-028) 2711 sq-ft

# PARKS AND RECREATION

FEBRUARY 9, 2016

West Valley Strategic Plan



# Parks and Recreation

- Glenn Weaver Memorial Park at the Vistas



# Parks and Recreation Promenade / Plaza

- Third Annual Youth Arts Festival
- Concerts
- Food Truck Thursday
- Movies in the Park
- Stories and S'mories

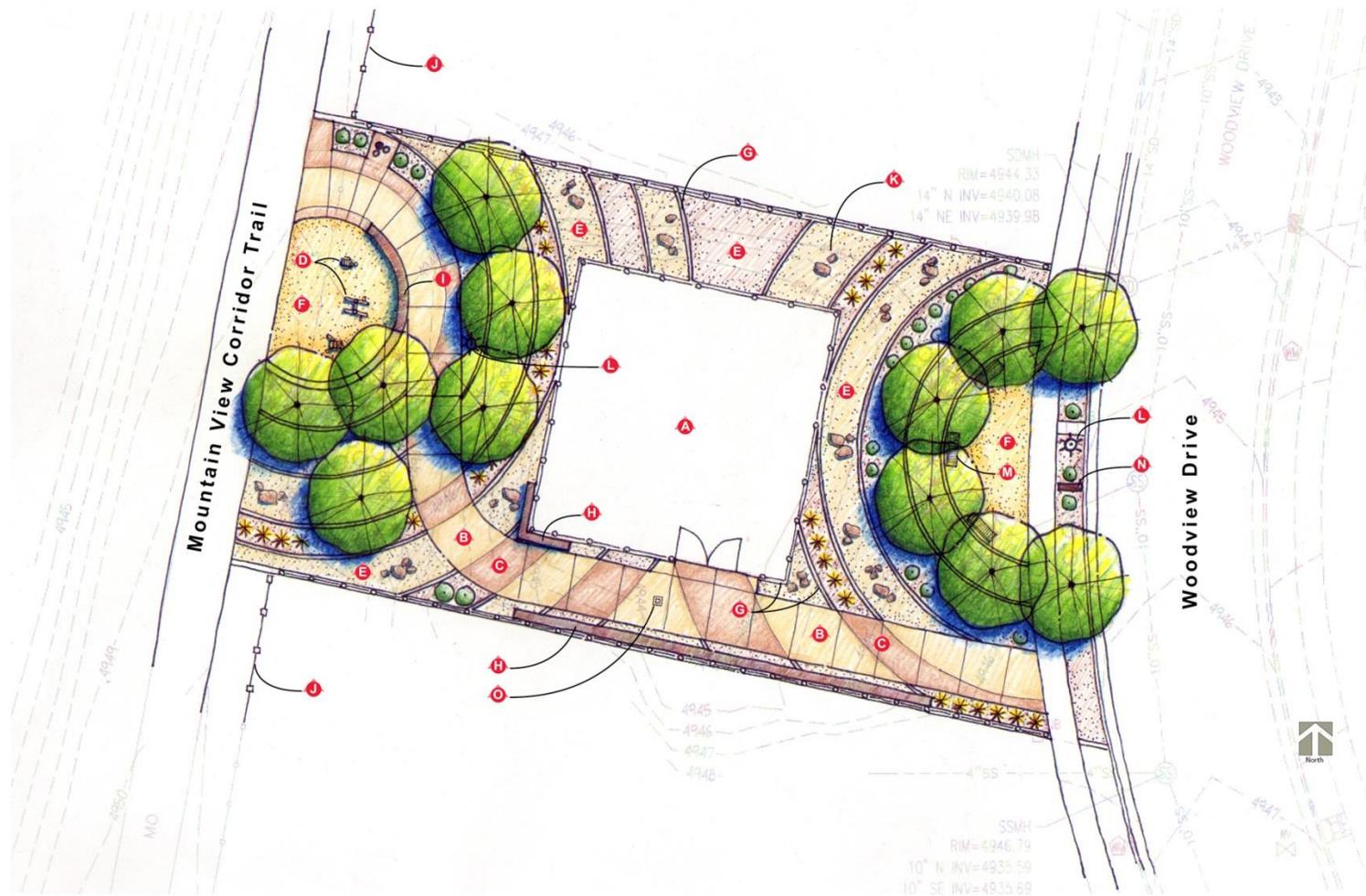


# Parks and Recreation Current Project

## MVC Trail Head, Greater South Ridge

### 5706 S Woodview Dr. (6300 W)





- LEGEND**
- A** existing utility yard (cell phone tower)
  - B** 10ft wide concrete paving - standard color
  - C** 10ft wide concrete paving - color added
  - D** outdoor fitness equipment
  - E** rock mulch
  - F** stone dust paving
  - G** concrete mow curb
  - H** concrete block retaining wall
  - I** concrete seat-wall
  - J** existing vinyl fencing
  - K** landscape boulders
  - L** light pole
  - M** bench
  - N** park signage
  - O** collapsible bollard

**Greater Southridge Trailhead**  
schematic design

West Valley City, Utah

09.08.2015



# Parks and Recreation Current Project

## MVC Trail Head, Diamond Summit

### 6482 S Mount Adams Dr. (6380 W)

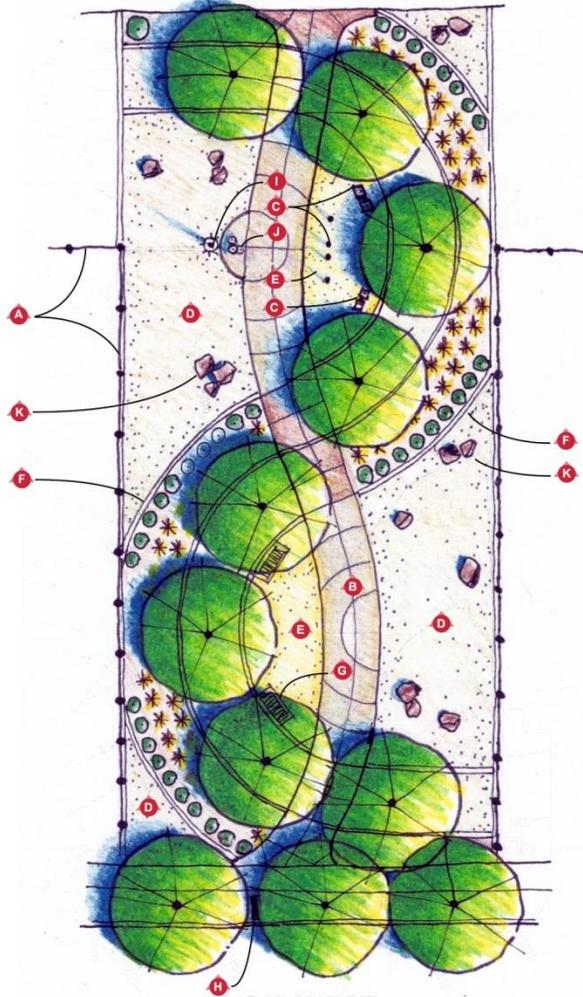


2/2/2016



WEST VALLEY CITY

Mountain View Corridor Trail



LEGEND

- |                                    |                            |                                |
|------------------------------------|----------------------------|--------------------------------|
| <b>A</b> fencing                   | <b>E</b> stone dust paving | <b>I</b> light pole (proposed) |
| <b>B</b> 10ft wide concrete paving | <b>F</b> concrete mow curb | <b>J</b> drinking fountain     |
| <b>C</b> outdoor fitness equipment | <b>G</b> bench             | <b>K</b> accent boulder        |
| <b>D</b> rock mulch                | <b>H</b> signage           |                                |

Diamond Summit Trailhead  
schematic design concept - C

12.31.2018

West Valley City, Utah



# Parks and Recreation, Current Project

## Centennial Skate Park



# Parks and Recreation, Current Project

Frontage: Thomasville Manor Subdivision



# Parks and Recreation

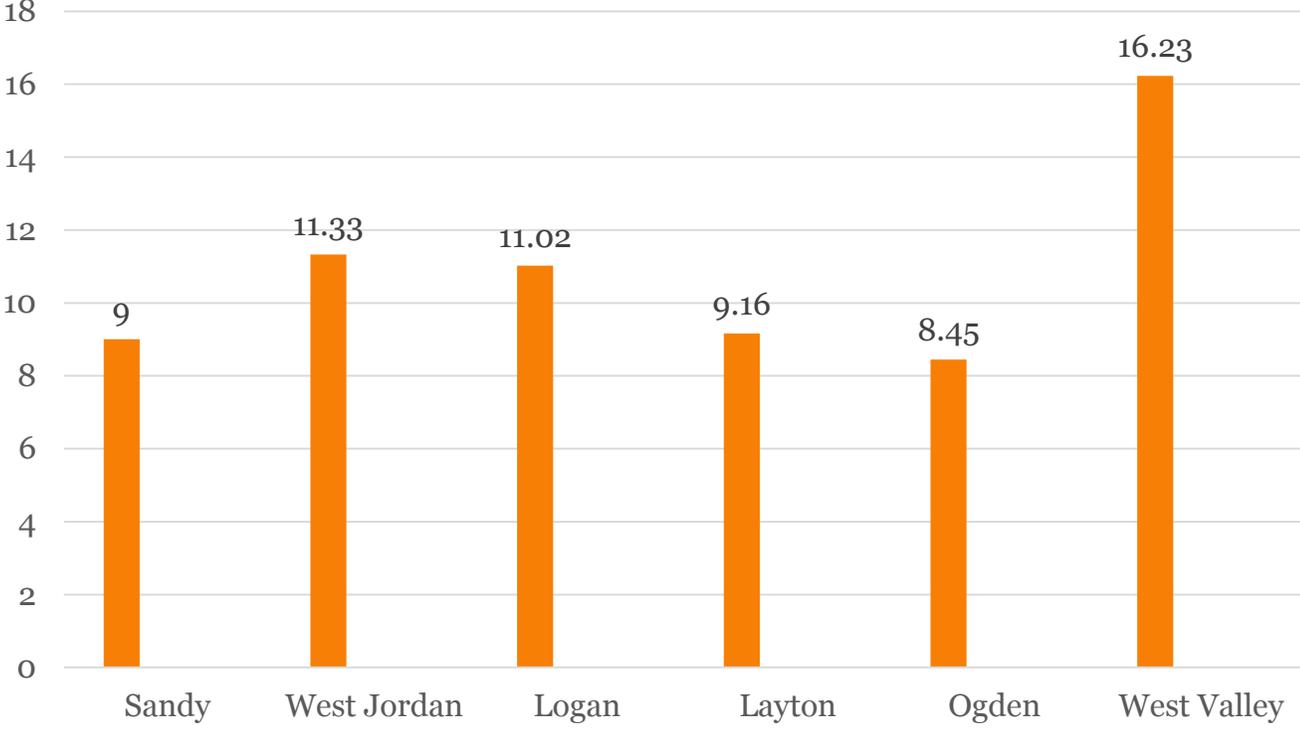
## Partnership Projects

- Trail-Head Park near WinCo. Crosstowne Trail
- Lodestone Park
- ZAP application for Pioneer Crossing Park
- Trail development along Utah & Salt Lake Canal

# Parks and Recreation

- 26 Parks (167.4 acres)
- 305.1 acres maintained (284.3 landscaped)
- 16 Street Landscapes (45.2 acres)
- 12 City properties (48 acres)
- 11 acres of flower and shrub beds
- 3,748 trees (up 181 from last year). Valued at \$2.6 million
- Snow removal on 25.8 miles of sidewalk and trails, and 5,934 parking stalls
- Spent \$35,247 and 672 hours removing graffiti

# Parks and Recreation Manpower Comparison



# Parks and Recreation Eagle & volunteer Projects

- Arbor Day – Tree Planting at Stonebridge
- Conservation Day at the River – Clean-up
- Community Service – Centennial Park
- 6200 S Grading of Sod Area – Eagle Project
- Animal Shelter – Tree Planting Gravel Installation
- Sugar Plum Park – Tree Planting

More than **526 volunteer hours donated**



# Parks and Recreation Arbor Day Tree Planting



2/2/2016



WEST VALLEY CITY

# Parks and Recreation Clean & Beautiful Committee Project



2/2/2016



WEST VALLEY CITY

# Parks and Recreation Harman Home



2/2/2016



WEST VALLEY CITY

# Parks and Recreation Harman Home/Active Aging

- Patron Satisfaction Levels
  - 98% for 2015

## Number of Participations

- 2014/2015 = 25,612
- 2013/2014 = 20,137
- 2012/2013 = 17, 879



# Parks and Recreation

## Harman Home/Active Aging

- Harman Home Heritage Series
  - Utah History Stories in song and stories
  - A Canyon Peoples' Portrait Film Screening
  - Family Stories
  - Garfield County songs, movies, stories
  - Drops In A Bucket and other songs
  - Art Alive! Stories behind the Art



# Parks and Recreation Harman Home/Active Aging



UTAH FOUNDATION  
RESEARCH • ANALYZE • INFORM

Research  
Report

*Report Number 733, October 2015*

## Taking Care of Our Seniors

An Assessment of Utah's Aging Services



# Parks and Recreation

## Harman Home/Active Aging

Utah Foundation Research Report Oct 2015

- 69% to 103% Increase in Senior Population by 2030 (Just 15 Years)
- Most Needed Services cited by the Report
  - Nutrition
  - Transportation
  - Companionship
  - Services in-the-Home (least expensive)

# Parks and Recreation Fitness Center



# Parks & Recreation

## Family Fitness Center

- Over 1,000 visits per day
- 74% Self-sufficient
- Over \$250,000 annual net revenue from programs
- Current Awards from URPA & Utah Family Magazine

# Parks & Recreation Family Fitness Center

- Customer Comments

This is the first time I've been here. It is an amazing facility – very family oriented. I love that West Valley promotes good health for individuals and families. Very good job – your city should be applauded for building this facility.

Love the daycare!!!! They are so good with my little ones! Could use Wi-Fi on the cardio deck. Nothing worse than cardio, could use some extra diversions.

The ZUMBA Classes are awesome!!!!

Great, clean, kid friendly, and the cute lifeguard who “rescued” me as I made a “crazy old lady” exit from the water slide was very nice!

We have had a family membership for several years. We love it! Our kids love it! The staff is great and helpful.

People at the front desk are great. I like the classes they offer and my family loves the pool. And if you didn't know, the pool is one of the best in the Salt Lake Valley because they keep it clean and free of infectious bacteria's!

# Parks & Recreation

## Family Fitness Center

- Wellness Programs
  - Project Zero
    - Free Holiday Weight Maintenance/Weight Loss Challenge
  - LINKS Class (Partnership)
    - Healthy Relationships
    - Free 3-day Course with Dinner Included
  - Love & Logic Class (Partnership)
    - Parenting Techniques
    - Free 3-day Course with Snacks Included
  - Free Seminars to Encourage Overall Wellness



# Parks & Recreation

## Family Fitness Center

- Adaptive Recreation Programs
  - Mental/Physical Disability
    - Splash Class (Water Aerobics)
    - Music & Movement Class (Land Aerobics – Drums Alive, etc.)
    - Basketball Levels 1 & 2
    - Exploration Class (Sport & Fitness)
  - Behavioral/Youth at Risk
    - Sport & Fitness Classes
    - Participating Groups: Juvenile Justice Services, Early Intervention Group, Valley Behavioral Health, ARTEC
  - Service Member/Veteran
    - Veteran & Family Climb Nights (Rock Climbing)



# Parks and Recreation

## The Wall That Heals

June 30-July 4 2016



# Parks and Recreation

## The Ridge Golf Club



2/2/2016



WEST VALLEY CITY

# The Ridge Rounds and Revenue

<b>YEAR</b>	<b>ROUNDS</b>	<b>REVENUE</b>	
2010-11	56,429	\$1,014,893	
2011-12	26,466	\$440,153	<b>Closed end of Oct</b>
2012-13	Closed	\$25,091	<b>Closed all Year</b>
2013-14	74,702	\$1,451,595	<b>Opened last wk June</b>
2014-15	72,187	\$1,429,421	



# The Ridge Tournament Data

<b>YEAR</b>	<b>TOURNAMENT ROUNDS</b>	<b>TOURNAMENT REVENUE</b>
2010	6,724	\$175,559
2011	6,242	\$167,687
2012	Closed	\$0
2013	Closed	\$0
2014	6,505	\$205,893
2015	6,680	\$205,583



# Parks and Recreation Stonebridge



# Stonebridge Rounds and Revenue

<b>YEAR</b>	<b>ROUNDS</b>	<b>REVENUE</b>
2009-10	71,360	\$1,504,768
2010-11	72,742	\$1,589,556
2011-12	83,573	\$1,805,271
2012-13	86,981	\$1,950,868
2013-14	78,763	\$1,805,212
2014-15	84,612	\$1,923,548



# Stonebridge Tournament Data

YEAR	TOURNAMENT ROUNDS	TOURNAMENT REVENUE
2010	7,284	\$449,241
2011	7,612	\$491,016
2012	9,522	\$597,801
2013	8,935	\$551,717
2014	8,786	\$571,624
2015	8,967	\$570,972



# Parks and Recreation Golf Food & Beverage



2/2/2016



WEST VALLEY CITY

# Parks and Recreation Food & Beverage

- The Ridge Events
  - Golf Related 32
  - Non-Golf Related 61
  
- Stonebridge Events
  - Golf Related 90
  - Non-Golf Related 86



# Top Five Priorities

## Annual, On-Going, Allocations

- Priority #1 Parks R&R \$334,000
- Priority #2 Fitness Center R&R \$100,000
- Priority #3 Golf Courses R&R \$75,000
- Priority #4 Harman Home R&R \$15,000
- Priority #5 4F,2P Park Workers \$393,501

# Priority #1 \$334,000



# Priority #2 Fitness Center \$100,000

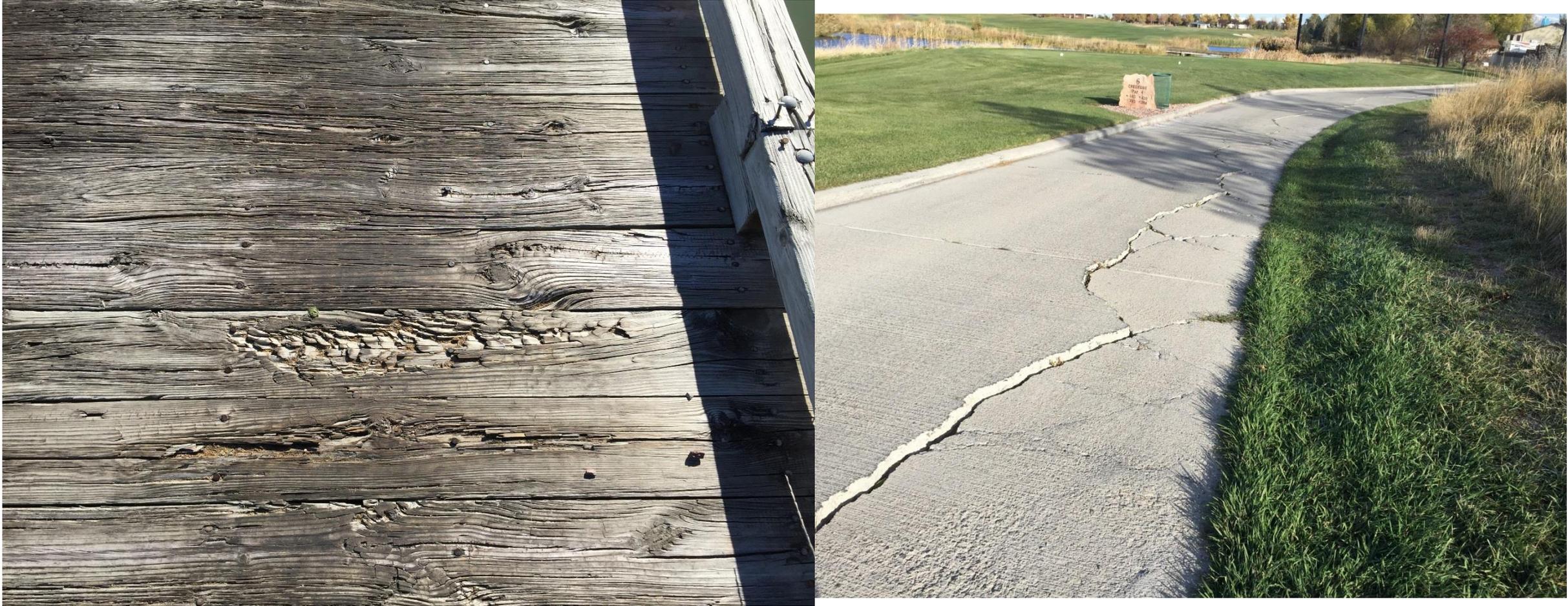


2/2/2016



WEST VALLEY CITY

# Priority #3 Golf Courses \$75,000



# Priority #4 Harman Home \$15,000



2/2/20

# Priority #5 Full Time Workers

## 4 FT and 2 PT; \$393,501

- 2010 added 3500 S trees and Hunter Village Park 5.57 acres
- 2011 added all the Trax Islands; 1.5 acres
- 2012 added Falcon Crest Park; 1.5 acres
- 2013 added West side of I-215 at 3500 S; 6.4 acres
- 2013 added Mountain View Corridor Trail; 7.27 acres
- 2015 added Glenn Weaver Memorial Park; 3.02 acres
- 2016 will add Skate Park, two Trail-Head Parks and subdivision frontage

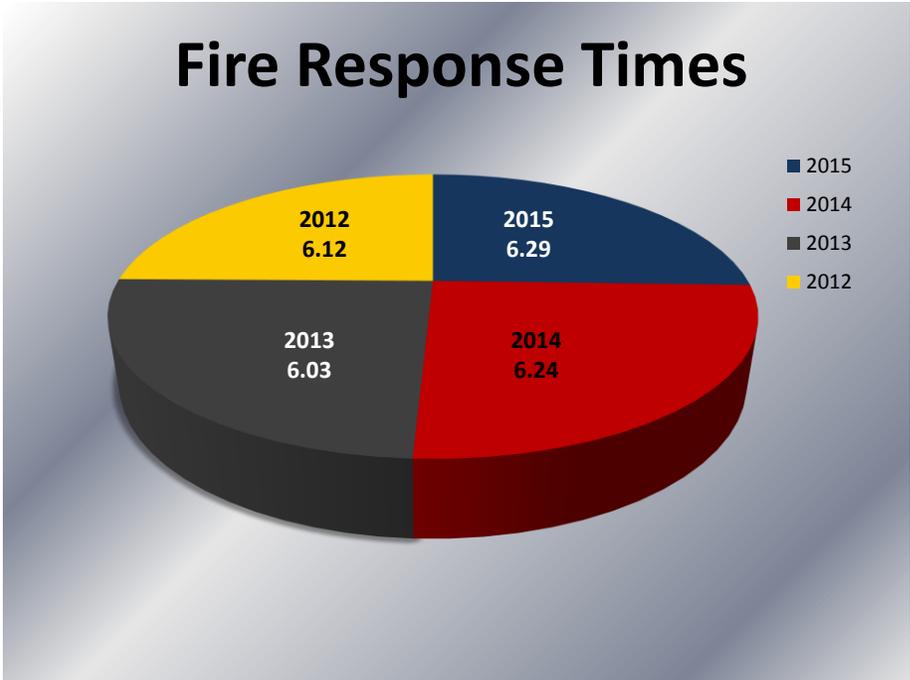
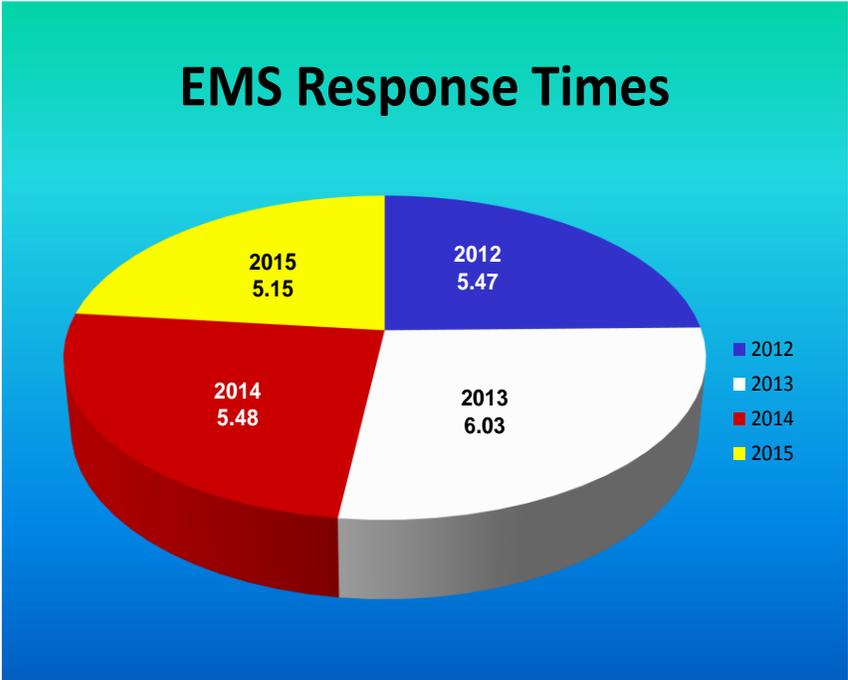
# West Valley City Fire Department



West Valley Strategic Plan



# Average Response Times



**Response Time Average to Critical Calls - 5.15**

**Overall Average Response Time – 5.52**



# Community Involvement

- Our crews made contact with 15,000 elementary aged children with our monthly school visits.
- Taught 21 Merit Badge classes to 600 Boy Scouts.
- Our CERT program trained 137 new students, 42 refresher students – which included 2 disaster drills, and 12 safety fairs.



# Apparatus

- Purchased a new 100' Tower
- Remount Ambulance
- Purchased new SCBA's
- New Mobile Emergency Coordination Center



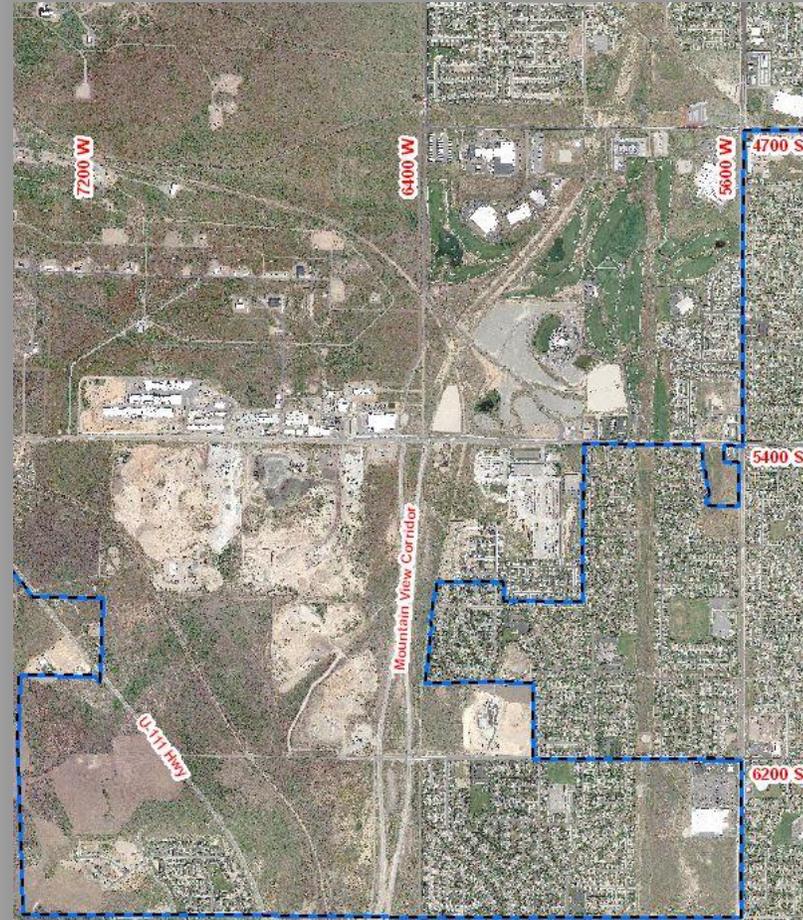
# Training

- New Target Solutions Program
  - Training of Certification Training Hours
  - On Line Courses
  - Streamline of Operating Procedures



# Insurance Service Office Audit (ISO)

- Inspection and Rating
  - Currently Class 3
  - Waiting for new score



# West Valley City Fire Department Top Five Priorities

- Rebuild of Station 72
- Critical Care Paramedic Program
- Rebuild of Station 71
- Breathing Air Filling Station
- Heavy Rescue



# Priority #1

## Rebuild of Station 72

- Station 72 is the busiest station in the city and also centrally located for response.
- Current station does not have ability to house our apparatus.
- Station is too small to house additional personnel.
- Current facilities do not meet current day work force (i.e. bedrooms, bathrooms)
- Station designed to hold two companies in the future with the central location.
- Cost - \$4,100,000



# Priority #2

## Critical Care Paramedic Program



- Inter-facility Ambulance Transfers
  - Higher level of service for WVC residents
  - Further improve relations with JVHWV
  - Positive economic implications
- Keep pace with the National Standard of Care
  - RSI (Rapid Sequence Intubation)
  - King Vision (Video - Laryngoscopy)
  - Advanced medication - Medication Pumps - Ventilators
- Training
  - They will initiate and maintain a more comprehensive Quality Assurance Program.
  - Higher level of training for Paramedics.
  - Paramedic preceptors, proctoring, and mentoring
- Cost - \$175,000



# Priority #3

## Rebuild of Station 71

- Current station does not have ability to house our apparatus.
- Station is too small to house additional personnel.
- Current facilities do not meet current day work force (i.e. bedrooms, bathrooms)
- Cost - \$2,000,000



# Priority #4

## Breathing Air Filling Station

- Purchase a mobile breathing air filling station
- Currently we have no ability to fill large quantities of air bottles at incident scenes.
- The mobile unit will replace a compressor unit that is no longer working or serviceable.
- Cost - \$105,000



# Priority #5

## Heavy Rescue Replacement

- Current unit is 16 years old. Maintenance costs are growing and reliability of unit for resale is a concern.
- Current unit was never designed as a Heavy Rescue, and various equipment we have will not fit.
- With involvement in the Urban Search and Rescue Team, we need to have room and dependability.
- Cost - \$975,000



February 4, 2016

**MEMORANDUM**

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

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

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

**February**

February 9, 2016 <i>Tuesday</i>	Parks and Fire Presentations/ Strategic Plan
February 15, 2016 <i>Monday</i>	President's Day Holiday- City Hall Closed
February 16, 2016 <i>Tuesday</i>	Police Department Presentation
February 17, 2016 <i>Wednesday</i>	Harman Heritage Series- A Canyon Peoples' Portrait with Filmmaker Isaac Goeckeritz, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
February 17, 2016 <i>Wednesday</i>	31 <sup>st</sup> Annual Police Awards Banquet, 6:30 PM- 8:30 PM- Utah Cultural Celebration Center, 1355 W 3100 S
February 18, 2016 <i>Thursday</i>	Parks WiFi Groundbreaking with UTOPIA, 10:00 AM- 10:30 AM- West Valley Family Fitness Center,

5415 West 3100 South

February 19, 2016  
*Friday*

City Council Meeting, Strategic Plan Retreat  
Maverik Center, 3200 Decker Lake Drive

February 20, 2016  
*Friday*

City Council Meeting, Strategic Plan Retreat-  
Maverik Center, 3200 Decker Lake Drive

## **March**

March 7-9  
*Mon- Wed*

National League of Cities Conference in  
Washington D.C.

March 16, 2016  
Teresa  
*Wednesday*

Harman Heritage Series- Family Stories with  
Clark, 1:00 P.M. – 3:00 P.M. - Harman Senior  
Recreation Center, 4090 South 3600 West

March 29, 2016

No City Council Meetings- 5<sup>th</sup> Tuesday

## **April**

April 5, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

April 20, 2016  
*Wednesday*

Harman Heritage Series- Garfield County Stories  
and Songs, 1:00 P.M.- 3:00 P.M. - Harman Senior  
Recreation Center, 4090 South 3600 West

April 26, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

## **May**

May 3, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

May 18, 2016  
Other *Wednesday*

Harman Heritage Series- Drops in a Bucket &  
Songs, 1:00 P.M.- 3:00 P.M. - Harman

Senior

Recreation Center, 4090 South 3600 West

May 30, 2016  
*Monday*

Memorial Day Holiday- City Hall Closed

May 31, 2016

No City Council Meetings- 5<sup>th</sup> Tuesday

## **June**

June 7, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

June 15, 2016  
*Wednesday*

Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 3:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

## **July**

July 4, 2016  
*Monday*

Independence Day Holiday- City Hall Closed

July 21, 2016  
*USANA Thursday*

Keith Urban feat. Brett Eldredge, time TBD- Amphitheatre, 5125 South 6400 West

July 25, 2016  
*Monday*

Pioneer Day Holiday- City Hall Closed

July 26, 2016  
*Tuesday*

Weezer/ Panic at the Disco, time TBD- USANA Amphitheatre, 5125 South 6400 West

## **August**

August 2, 2016

National Night Out/ No City Council Meetings

August 30, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

## **September**

September 5, 2016

Labor Day Holiday- City Hall Closed

*Monday*

September 30, 2016  
*Friday*

Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West

October 1, 2016  
*Saturday*

Luke Bryan, time TBD- USANA Amphitheatre, 5125 South 6400 West

## **October**

October 4, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

## **November**

November 11, 2016  
*Friday*

Veteran's Day Holiday

November 24, 2016  
*Thursday*

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

## **December**

December 27, 2016

No Council Meetings- Christmas