



The Regular Meeting of the West Valley City Council will be held on Tuesday, March 1, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted February 25, 2016 at 12:30 PM

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:
  - A. February 16, 2016
6. Awards, Ceremonies and Proclamations:
  - A. Employee of the Month Award, March 2016- Trudy Cropper and Scott Folkers, Police Department
7. Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.)*

- 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.

*All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)*

- A. Public Comments
  
  - B. City Manager Comments
  
  - C. City Council Comments
8. Resolutions:
- A. 16-48: Approve an Interlocal Cooperation Agreement Between West Valley City and Weber State University for Clinical Training of Paramedic Students
  
  - B. 16-49: Authorize the City to Enter Into A Right-of-Way Contract with Maritza P. Lee and to Accept a Warranty Deed, Perpetual Utility Easement, and a Perpetual Easement (Wall and Slope Easement) for Property Located at 4084 South Dublin Circle (15-33-456-008)
9. Motion for Executive Session
10. Adjourn



**MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 16, 2016**

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, FEBRUARY 16, 2016, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor  
Don Christensen, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Karen Lang, Councilmember District 3

ABSENT: Steve Buhler, Councilmember District 2 (Excused)  
Steve Vincent, Councilmember District 4 (Excused)

STAFF PRESENT:

Wayne Pyle, City Manager  
Nichole Camac, City Recorder

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

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**OPENING CEREMONY**

In the excused absence of Councilmember Vincent, the Opening Ceremony was conducted by Karen Lang. Councilmember Lang asked members of the audience to rise and recite the Pledge of Allegiance.

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**APPROVAL OF MINUTES OF REGULAR MEETING HELD FEBRUARY 2, 2016**

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The Council read and considered Minutes of the Regular Meeting held February 2, 2016. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held February 2, 2016. Councilmember Christensen seconded the motion.

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

### COMMENT PERIOD

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

#### A. PUBLIC COMMENTS

Randy Northrup, 3405 S Beaver Street, addressed the City Council. Mr. Northrup stated he had several code violation complaints against his property and he felt all of them were unfair and inaccurate and he would like the Council to reconsider. He further stated he maintained his property and was unsure why he was being cited.

#### B. CITY MANAGER COMMENTS

City Manager, Wayne Pyle, advised Mr. Northrup that the City Council did not know the specifics of his property at this time but appropriate City staff would look into the complaint and contact him.

### **PUBLIC HEARING, 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**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled February 16, 2016, in order for the City Council to hear and consider public comments 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.

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

Eugene Han had submitted a General Plan/zone change application for three parcels totaling 3.15 acres located at 3732 and 3736 South 3200 West on 3.15 acres. The property was 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 was RM

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(Residential Multifamily) and the proposed General Plan designation was Medium Density Residential (7 to 12 units/acre).

Surrounding zones included 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 included 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 built in 1920. The other two parcels were vacant.

The applicant proposed to demolish the existing home and develop a 29-unit townhome project. Two concept plans were 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 included just the subject properties. The black and white version showed how adjoining properties could be incorporated into the development.

Zoning and General Plan designations on these three parcels, some adjoining parcels and other properties throughout the City, had been 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.

Mayor Bigelow opened the public hearing.

Anna Han, 11131 S Palisade Rim, addressed the City Council. Ms. Han presented the proposed concept plan and indicated property to the north was owned by an elderly woman who did not want to sell at this time, but the woman's children might sell in the future. She expressed her desire to incorporate that property into the proposed community eventually. She explained that property owners to the south were interested in selling soon and she hoped to also incorporate those properties to prevent any landlocked property. Ms. Han stated she purchased the subject property two years ago and was informed at that time a multi-family development could be constructed. She indicated there had been sudden regulation changes last year but the property was still able to meet requirements regarding the exception provided for in the City Code. She also stated the quality of the materials being provided for the townhome units would be far above average and her goal was to help improve and beautify the City.

There being no one else to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

**ACTION: ORDINANCE NO. 16-07, 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 SOUTH 3200 WEST ON 3.15 ACRES**

The City Council previously held a public hearing regarding Application No. GPZ-2-

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2015 filed by Eugene Han and proposed Ordinance No. 16-07 that would amend 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 South 3200 West on 3.15 acres.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Application No. GPZ-2-2015 filed by Eugene Han, and Ordinance No. 16-07, 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. Councilmember Christensen seconded the motion.

Upon discussion, Councilmember Lang stated if properties in the subject area were assembled it would be ideal for larger lot single-family homes.

Councilmember Huynh stated single-family homes would not make sense in the subject area particularly because the property was surrounded by various multi-family uses. He further stated he owned a duplex in the surrounding neighborhood and there were issues with vacant property including trespassing, wild animals, and other problems. He stated neighbors there wanted to see development in the area and there were not enough single-family homes that could be built for the applicant to make a profit.

Mayor Bigelow stated when the ordinance was approved by the Council he had assumed that for a property to qualify for the exception it would need to be fully surrounded on two sides by multi-family and not just touching one or two parcels.

Responding to inquiry, Steve Pastorik, CED Department, read the ordinance and advised that City staff had determined the applicant met the ordinance requirements in order to make application.

Upon further inquiry regarding actions that could be considered by the City Council, Mr. Pastorik advised the Council did have the option of denying an application if they felt the proposal did not meet the goal of the City.

After further discussion and recognition by Mayor Bigelow, a substitute motion was made by Councilmember Christensen to reopen the public hearing. Councilmember Nordfelt seconded the motion.

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

Mayor Bigelow reopened the public hearing.

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Anna Han, applicant, addressed the City Council. Ms. Han stated the price of a new single-family home would far exceed the cost of other homes in the area. She indicated the cost of the proposed townhomes would be significantly more expensive as it was. She explained the amount of money to bring utilities to a few single-family homes from the street would be very expensive and was not feasible. She further stated it would be very difficult to make a profit under those conditions.

Mayor Bigelow closed the public hearing.

Councilmember Lang stated there were single-family infill properties throughout the City that worked very well. She indicated the City wanted nicer, larger homes on the property that was left to be developed.

Councilmember Huynh stated that not enough homes could be built with the new requirements for property size and the cost would be too expensive for the applicant.

Councilmember Nordfelt stated he understood this was a difficult issue and expressed concern for the individual interests of the applicant as well as for the entire City. He indicated he did not feel comfortable approving this because it was important to look to the future for the entire neighborhood and townhomes would not be best in the long run for the area.

Mayor Bigelow commented this was the first project to be reviewed by the City Council under the new guidelines approved last year. He indicated the Code read that two complete sides of a property must be multi-family to qualify for an exception and not just a few parcels.

Hearing no further discussion, Mayor Bigelow called for a vote on the motion previously made by Councilmember Huynh and seconded by Councilmember Christensen.

A roll call vote was taken:

Ms. Lang	No
Mr. Huynh	Yes
Mr. Christensen	No
Mr. Nordfelt	No
Mayor Bigelow	No

Motion Failed, Lack of Majority; Application No. GPZ-2-2015 and proposed Ordinance No. 16-07 not approved.

**ACTION: ORDINANCE NO. 16-08, AMENDING THE ZONING MAP TO**

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**SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3732 AND 3736 SOUTH 3200 WEST FROM ZONE A (AGRICULTURAL) TO RM (RESIDENTIAL MULTIFAMILY)**

The City Council previously held a public hearing regarding Application No. GPZ-2-2015 filed by Eugene Han, and proposed Ordinance No. 16-08 that would amend the Zoning Map to show a change of zone for property located at 3732 and 3736 South 3200 West from zone A (Agricultural) to RM (Residential Multifamily).

The City Council previously considered and did not approve Application No. GPZ-2-2015 filed by Eugene Han and did not approve proposed Ordinance No. 16-07 related to the application.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Christensen moved to deny proposed Ordinance No. 16-08, 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). Councilmember Lang seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	No
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Majority; Proposed Ordinance No. 16-08 denied.

**ACTION: RESOLUTION NO. 16-35, 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**

Mayor Bigelow presented proposed Resolution No. 16-35 related to Application No. GPZ-3-2015 filed by Eugene Han, said Application having not been previously approved by the City Council.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Christensen moved to deny proposed Resolution No. 16-35, Authorizing the City to Enter Into a Development Agreement with Eugene Han for Approximately

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3.15 Acres of Property Located at 3732-3736 South 3200 West. Councilmember Lang seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	No
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Majority; Proposed Resolution No. 16-35 denied.

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**PUBLIC HEARING, 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**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled February 16, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-4-2015 filed by Raul Rivera requesting a zone change fro A (Agriculture) to M (Manufacturing) for property located at 2327 South 7200 West.

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

Matt Chadwick had requested a zone change for a 0.73 acre parcel located at 2327 South 7200 West from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). Surrounding zones included M to the north, east and south and A-20 (Agriculture, minimum lot size 20 acres) to the west in the Magna area. Surrounding land uses included vacant land to the north and west, the north frontage road and SR-201 to the south and what was used as a small rucking property to the east. The Mountain West Truck Center project had recently been approved on the property to the north and east. The subject property was designated as light manufacturing in the City’s General Plan.

The subject property included a home built in 1977, a large shed and a pole barn. If the rezone application was approved, the applicant intended 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

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- Repair the existing fence
- Reserve at least 8 parking spaces for auto sales

Automobile sales and service was a conditional use in the M zone. If the rezone application was approved, a conditional use permit, building permit and business license would be required to make the necessary improvements and convert the use from residential to auto sales and service. Some of the improvements required as part of the conditional use and building permits would include at least 20' of landscaping along 7200 West and the frontage road; hard surfaced parking designated 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.

Mayor Bigelow opened the public hearing.

Mathew Chadwick, 5952 Fox River Drive, addressed the City Council. Mr. Chadwick stated he desired to do auto sales and service on the subject property. He indicated everything would be constructed per the City's Code.

Upon inquiry by Councilmember Christensen, the applicant advised the home would be modified into an office.

There being no one else to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

**ACTION: ORDINANCE NO. 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 M (MANUFACTURING)**

The City Council previously held a public hearing regarding Application No. Z-4-2015 filed by Raul Rivera, and proposed Ordinance No. 16-09 that would amend the Zoning Map to show a change of zone for property located at 2327 South 7200 West from zone A (Agriculture) to M (Manufacturing).

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Application No. Z-4-2015 filed by Raul Rivera and Ordinance No. 16-09, 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). Councilmember Lang seconded the motion

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	Yes

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Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**ACTION: RESOLUTION NO. 16-36, 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**

The Council considered proposed Resolution No. 16-36 related to Application No. Z-4-2015 previously considered and approved.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Resolution No. 16-36, 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. Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

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**RESOLUTION NO. 16-37, 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**

Mayor Bigelow presented proposed Resolution No. 16-37 that would approve an Administrative Services Agreement between West Valley City and International City Management Association (ICMA) Retirement Corporation for administrative services related to the City's 457 Retirement Plan.

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

ICMA would pay the City an administrative fee of \$28,000 annually during the 5 year

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term of the subject agreement, that reflected ICMA Retirement Corporation's assumptions about the revenue it would receive from City funds that were part of its investment plans.

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

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Resolution No. 16-37, 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. Councilmember Christensen seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**CONSENT AGENDA**

**A. RESOLUTION NO. 16-38, 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 AND 14-22-151-025)**

Mayor Bigelow presented proposed Resolution No. 16-38 that would 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 and 14-22-151-025).

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

RAR Investments, LLC had signed a Warranty Deed for additional right-of-way on 7200 West at 2283 South. RAR Investments, LLC was the owner of the properties for the proposed Mountain West Truck Center site. As a condition of

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approval for the proposed project, conveyance of right-of-way had been required in accordance with the West Valley City Major Street Plan. The existing right-of-way width on the east side of 7200 West was a 33-foot half width and being widened to a 40-foot half width right-of-way.

**B. RESOLUTION NO. 16-39, 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)**

Mayor Bigelow presented proposed Resolution No. 16-39 that would 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).

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

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

**C. RESOLUTION NO. 16-40, AUTHORIZING THE CITY TO EXECUTE AN ABANDONMENT OF STORM DRAIN EASEMENT ON PROPERTY OWNED BY RAR INVESTMENTS, LLC (PARCEL NO. 14-22-151-025)**

Mayor Bigelow presented proposed Resolution No. 16-40 that would authorize the City to execute an Abandonment of Storm Drain Easement on property owned by RAR Investments, LLC (Parcel No. 14-22-151-025).

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

West Valley City had an existing Storm Drain Easement on property currently owned by RAR Investments. As RAR Investments had granted a new Storm Drain Easement and would be realigning and installing new storm drain piping, the existing easement would no longer be necessary.

In 2004, a Storm Drain Easement had been 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 located on property adjacent to the east boundary of the RAR Investments property. The existing storm drain took storm water from the First Choice Storage site and other properties to an existing drainage ditch on the RAR property. As part of the Mountain West Truck Center project on its property,

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RAR Investments had granted a new Storm Drain Easement to the City and would pipe the drainage ditch and realign the existing storm drain. As a result of the proposed construction and the new Storm Drain Easement, the existing Storm Drain Easement would no longer be necessary.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Resolution Nos. 16-38, 16-39 and 16-40 as listed on the Consent Agenda. Councilmember Lang seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**MOTION TO ADJOURN**

Upon motion by Councilmember Huynh all members voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, FEBRUARY 16, 2016, WAS ADJOURNED AT 7:26 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, February 16, 2016.

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Nichole Camac  
City Recorder

Employee of the Month for March

Nominated by Lieutenant Blair Barfuss

Sergant Trudy Cropper & Officer Scott Folkers

RE: Letter of Commendation

January 25, 2016, you were providing patrol coverage in Kearns Township so that fellow Unified Police Department officers could attend the funeral of fallen Officer Barney. You volunteered for this assignment without hesitation. Unified Police Department Officer Sulich was on his way to the funeral, and reported to dispatch he believed a house was on fire in the area of 4380 West 5250 South. He did not know if anybody was inside the residence. Sergeant Trudy Cropper and Officer Folkers arrived shortly after being dispatched, and entered the residence with Unified Police Department Officer Sulich. The home had smoke pouring from its windows and roof. It is estimated the home was at least 40% engulfed in smoke and flame as you entered the residence by the responding fire department's Battalion Chief. You and assisting officers located an elderly male and female in the basement of the residence. You were able to get the elderly couple out of the residence as fire fighters worked on containing the blaze. The elderly couple was not aware of the fire, and would not have been able to escape the blaze under their own power. Your quick and decisive action and teamwork with assisting officers saved the lives of an elderly couple. Your actions fulfill the mission statement and core values of the West Valley City Police Department. Please accept my appreciation for a job well done. Respectfully,  
Blair Barfuss Lieutenant

Item #:	_____
Fiscal Impact:	\$0.00
Funding Source:	_____
Account #:	_____
Budget Opening Required:	No

**ISSUE:**

A resolution approving an interlocal agreement with Weber State University for the paramedic training program.

**SYNOPSIS:**

The ride-along program is designed to give students an opportunity to practice their new skills in a real-life setting under the supervision of experienced paramedics.

**BACKGROUND:**

Weber State University, through its Emergency Care & Rescue Department, has established a program for the training of paramedic students. The University requires outside training to provide students with practical learning experience in the field. As part of its mission to promote the health of the community, the West Valley City Fire Department is willing to provide students with opportunities for clinical education.

West Valley City Fire Department sent the departments first paramedics to the Weber State University Paramedic Program back in 1998. Paramedic Programs highly desire sending students to WVCFD due the call volume and due to the experience of the paramedics employed by West Valley City. By allowing Weber State University students to ride with WVCFD, we help graduate a student with a greater level experience and we also maintain good relations with the University which will benefit the department if we decide to send our students through their program again. This program also helps the department because we have an opportunity to possibly see future candidates for employment.

**RECOMMENDATION:**

City staff recommends approval of the resolution.

**SUBMITTED BY:**

Chris Beichner, Battalion Chief  
Nick Dodge, Captain / Hazmat / Paramedic

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND WEBER STATE UNIVERSITY FOR CLINICAL TRAINING OF PARAMEDIC STUDENTS.**

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

**WHEREAS**, Weber State University (hereinafter “WSU”) through its Emergency Care & Rescue Department has established a program for the training of paramedic students; and

**WHEREAS**, WSU requires placement of its students with paramedics practicing in the field in order for students to gain important clinical experience; and

**WHEREAS**, West Valley City’s Fire Department, as part of its mission to promote the health of the community, is willing to provide WSU paramedic students with opportunities for clinical education; and

**WHEREAS**, an agreement entitled “Interlocal Cooperation Agreement for Paramedic Clinical Experience” (hereinafter the “Agreement”) has been prepared for execution by and between the City and WSU, a copy of which is attached hereto, that 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;

**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 said 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

**INTERLOCAL COOPERATION AGREEMENT  
FOR PARAMEDIC CLINICAL EXPERIENCE**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter this "Agreement") is made this 1<sup>st</sup> day of December, 2015, by and between **West Valley City**, a municipal corporation of the State of Utah (hereinafter the "City"), located at 3600 South Constitution Boulevard, West Valley City, Utah, and Weber State University, a political subdivision of the State of Utah (hereinafter the "University"), located at 3848 Harrison Boulevard, Ogden, Utah, 84408; collectively West Valley City and Weber State University may be referred to as the "Parties."

**RECITALS:**

WHEREAS, Weber State University, through its Emergency Care & Rescue Department, has established a program for the training of paramedic students; and

WHEREAS, as part of the above-referenced program, the University requires outside training to provide students with practical learning experience in the field, as required by the curriculum; and

WHEREAS, West Valley City operates a municipal fire department that possesses the equipment and capability for practical instruction of the University's students and, as part of its mission to promote the health of the community, is willing to provide students with opportunities for clinical education (hereinafter the "Training Program"); and

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

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

**AGREEMENT:**

1. **University Obligations.**
  - a. The University shall designate a faculty member to coordinate the Training Program with a designated supervisor at the City. The University agrees to select only students who have successfully completed all the pre-requisite courses and/or previous clinical education experiences as requested or approved by the City for participation in the Training Program.
  - b. The University shall ensure that students selected for the Training Program meet health standards established by the City that are necessary for participation.

- c. The University and the City shall work collaboratively to select students for admission to the Training Program and to set educational objectives.
- d. The University will inform students selected for participation in the Training Program of the rules, regulations, and schedules of the City, including professional standards of practice, and will require students to sign any forms, waivers, or statements that are necessary to conduct the Training Program.
- e. The University agrees to provide and maintain the records and reports necessary for the Training Program, including student education records and student grade reports.
- f. The University agrees that students participating in the Training Program shall be subject to the authority, policies, and regulations of the City. The University shall comply immediately with the City's request to withdraw any student, temporarily or permanently, from the Training Program whose conduct, status, or progress may have a detrimental effect on City employees, patients, or the Training Program. Wherever possible, such withdrawal shall be planned cooperatively by the University and the City, and the City shall discuss any grievance against a student with the student and the University's designated faculty member. The City may take unilateral action to exclude any student from the Training Program if the student presents an immediate threat to health or safety.

2. **City Obligations.**

- a. The City shall designate a supervisor to coordinate the Training Program with a designated faculty member at the University in order to implement educational objectives, design learning activities, identify student responsibilities, detail the nature of supervision provided by the City, and other such information as may be necessary to outline the content of the student clinical experience.
- b. The City shall make available facilities and related services for student clinical education experiences, as agreed to by the Parties.
- c. The City shall provide orientation to students assigned to the Training Program, including instruction on relevant policies and procedures of the City. The City agrees to keep the University's designated faculty member informed of policy changes which may affect the University and students. The City will also notify the University as soon as practical in advance of any changes in staffing or in its ability to accept students into the Training Program.
- d. The City agrees to inform both the University and the student concerning the student's level of clinical practice growth and competence. The City further

agrees to maintain other such records as may be requested by the University to evaluate the student's performance in the Training Program.

- e. The City agrees to provide immediate emergency medical care or treatment to the University's faculty and students in the event of accident or illness that occurs while they are participating in clinical education at the City. In the event of an OSHA-defined occupational blood-borne pathogen exposure to a University faculty member or student in the course of clinical experience or other University involvement with the Training Program, the City agrees to ensure that initial follow-up medical and counseling services are made available to students as quickly as possible and as far as practicable in accordance with recommendations by the U.S. Centers for Disease Control and Prevention (CDC). The City also agrees to notify the University's Health and Safety Office by telephone at (801) 626-7233 in the event of an exposure. The University agrees to reimburse the City for reasonable costs accrued for follow-up testing.

3. **Term/Termination of Agreement.** This Agreement shall become effective as of the date of execution, and shall terminate on June 30, 2020; provided, however, that this Agreement shall automatically renew for an additional five (5) year term unless written notice of non-renewal is given by any Party to the other Party no later than 30 days prior to the termination date set forth above. This Agreement may be terminated by either Party for any reason upon 30 days' written notice to the other Party, sent by certified mail to the addresses listed in Section 6 of this Agreement.

4. **City Representative.** West Valley hereby appoints the West Valley City Fire Chief, or the Fire Chief's designee, as West Valley's representative in the administrative management of this Agreement.

5. **University Representative.** Weber State University hereby appoints the Department Chairperson of the Emergency Care & Rescue Department, or the Department Chairperson's designee, as their representative in the administrative management of this Agreement.

6. **Notices.** Any notice required by this Agreement may be served by mailing such notice or payment to the following addresses:

If to West Valley: Chief John Evans  
West Valley City  
3575 S. Market Street  
West Valley City, Utah 84119

With a copy to: J. Eric Bunderson, City Attorney  
3600 Constitution Boulevard  
West Valley City, Utah 84119

If to the University: Jeffrey R. Grunow, Chairperson

Emergency Care & Rescue Department  
Weber State University  
3848 Harrison Boulevard  
Ogden, Utah 84408

7. **Insurance.**

- A. **Proof of Insurance.** Each Party agrees to maintain reasonable insurance coverage for liability and the protection of personal property at all times during the term of this Agreement, either through commercial insurance or self-insurance, proof of which will be provided to the other Party.
- B. **Workers Compensation.** The University and the City agree that the City is not responsible for any workers compensation or disability claim filed by a University student or faculty member. For purposes of this Agreement, both the faculty and students of the University are covered under the University's Workers Compensation Program.

8. **Indemnifications.** The parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Annotated §63G-7-101, *et seq.* Pursuant to said Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No Party waives any defenses otherwise available under said Act, nor does any Party waive any limits of liability currently provided by said Act. To the extent permitted by law, each Party agrees to indemnify and defend the other Party, including the officers, agents, and employees of the other Party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims. Notwithstanding anything contained herein, this indemnity paragraph shall not require a Party to indemnify another Party for other Party's sole negligence.

9. **Laws, Rules and Regulations, Non-Discrimination.** The University and the City agree to abide by all applicable executive orders, federal, state, and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.

- A. **Non-Discrimination.** The University and the City will not subject any person to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status, or disability in connection with participation in the Training Program.
- B. **HIPAA.** No University faculty, staff, or student shall be considered an employee of the City for any purpose under this Agreement, except to the extent that activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996

("HIPAA"). For the purposes of HIPAA only, University students shall be considered members of the City's workforce while performing duties and activities as part of participation in the Training Program. The University's staff and students shall not act as the City's agents or representatives in any capacity, and shall not make any commitments on behalf of the City. The Parties hereto are not partners, agents, or principals of one another, and shall be treated for all purposes as independent contractors. The Parties are not business associates under HIPAA.

**C. Student Records / FERPA.** The Parties acknowledge that many students' education records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the City will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. Student education records will only be used for the purposes of carrying out this Agreement. Student permission must be obtained before releasing specific data to anyone other than University and City employees who have a legitimate educational purpose. The University agrees to provide guidance to the City with respect to complying with FERPA.

10. **No entity created.** This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate governmental entity is established by this Agreement.

11. **Utah law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

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 waiver 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.

13. **Non-Assignment.** Neither Party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other Party.

14. **Entire agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

15. **Default.** If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

16. **Nonfunding Clause.** If the University's performance under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the City and cancel this Agreement without further obligation of the University.

17. **Interlocal Co-operation Act Requirements.** In satisfaction of the requirements of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be authorized by resolution of the governing body of each Party, pursuant to Section 11-13-219 of the Act;
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Act;
- d. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of West Valley City and the President of Weber State University. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

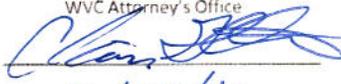
*(Signatures follow on the next page.)*

WEST VALLEY CITY

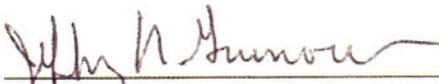
\_\_\_\_\_  
Mayor

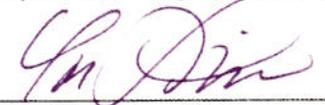
ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM WVC Attorney's Office	
By:	
Date:	2/17/16

WEBER STATE UNIVERSITY

  
\_\_\_\_\_  
Jeffrey R. Grunow,  
Chairperson, Emergency Care and Rescue

  
\_\_\_\_\_  
Yasmien Simonian, Dean  
Dumke College of Health Professions

Item #:	
Fiscal Impact:	<u>\$86.32 (6.77% of actual cost)</u>
Funding Source:	<u>HSIP Funds/Class C Roads</u>
Account #:	<u>11-7582-40750-75194-0000</u>
Budget Opening Required:	<u>No</u>

**ISSUE:**

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement).

**SYNOPSIS:**

Maritza P. Lee has signed a signed a Right-of-way Contract, Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement) for property located at 4084 S. Dublin Circle (15-33-456-008).

**BACKGROUND:**

The Maritza P. Lee parcel located at 4084 S. Dublin Circle is one of the properties affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project. This project will widen intersections and improve signals on 4100 South at 4000 West, 2700 West and 1300 West. The acquisition from Maritza P. Lee includes 21 square feet of right-of-way. Compensation for the purchase of the Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement) and improvements is \$1,275.00 based upon the compensation estimate prepared by the DH Group, LLC.

The project is being funded under the Highway Safety Improvement Program (HSIP) with federal funds. Under a previously executed federal aid agreement, West Valley City is responsible for 6.77% of all project costs, including right of way. With the total value of the Warranty Deed and easements for this acquisition being \$1,275.00, the West Valley City share will be \$86.32.

**RECOMMENDATION:**

Accept Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement) and authorize Mayor to execute Right-of-way Contract. Authorize City Recorder to record Warranty Deed, Perpetual Utility Easement and Perpetual Easement (wall and slope easement).

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH MARITZA P. LEE, AND TO ACCEPT A WARRANTY DEED, PERPETUAL UTILITY EASEMENT AND A PERPETUAL EASEMENT (WALL AND SLOPE EASEMENT) FOR PROPERTY LOCATED AT 4084 SOUTH DUBLIN CIRCLE (15-33-456-008)**

**WHEREAS**, Maritza P. Lee, (hereinafter “Lee”) has entered into a right of way contract for property located at 4084 South Dublin Circle (15-33-456-008) (hereinafter the “Property”) that is affected by the 4100 South; 4000 West, 2700 West and 1300 West Signal Improvements Project; and

**WHEREAS**, Lee has also signed a Warranty Deed, Perpetual Utility Easement and a Perpetual Easement (wall and slope easement), as required for the road improvement project; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the right-of-way contract with Lee, and to accept the warranty deed, perpetual utility easement and perpetual easement (wall and slope easement);

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

1. That the above-referenced document entitled “West Valley City Right-of-Way Contract” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Warranty Deed and Perpetual Utility Easement temporary construction easement for and on behalf of West Valley City.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY RECORDER



# West Valley City, a municipal corporation

## Right of Way Contract

*Fee Simple Acquisition - Strip Take*

Project No: F-LC35(248)	Parcel No.(s): 110:C, 110:E, 110:EC
Job/Proj / Auth No: 54335	Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements	
County of Property: SALT LAKE	Tax ID / Sidwell No: 15-33-456-008
Property Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119	
Owner's Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119	
Primary Phone:	Owner's Home Phone:                      Owner's Work Phone:
Owner / Grantor: Maritza P. Lee	

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

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

**Additional Terms:**

**Total Selling Price**                      \$1,275.00



# West Valley City, a municipal corporation

## Right of Way Contract

*Fee Simple Acquisition - Strip Take*

Project No: F-LC35(248)	Parcel No.(s): 110:C, 110:E, 110:EC
Job/Proj / Auth No: 54335	Pin No: 12225
Project Location: 4100 S; 4000 W, 2700 W & 1300 W Signal Improvements	
County of Property: SALT LAKE	Tax ID / Sidwell No: 15-33-456-008
Property Address: 4084 South Dublin Circle WEST VALLEY UT, 84119	
Owner's Address: 4084 South Dublin Circle, WEST VALLEY CITY, UT 84119	
Primary Phone:	Owner's Home Phone:
	Owner's Work Phone:
Owner / Grantor: Maritza P. Lee	

### Grantor's Initials

\_\_\_\_\_ **Grantor understands this agreement is an option until approved by the West Valley City Council.**

\_\_\_\_\_ Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

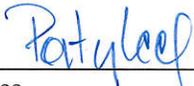
\_\_\_\_\_ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

\_\_\_\_\_ **Percent**

\_\_\_\_\_ 100%

**GRANTOR:**

**Date**

  
 \_\_\_\_\_  
 Maritza Lee

2-10-16

**GRANTEE:**

**Date**

Right of Way Agents

  
 \_\_\_\_\_  
 Steven J. Dale/Acquisition Agent

2/10/16

\_\_\_\_\_  
 Michael C. Timothy/Team Leader

\_\_\_\_\_  
 Approved by Mayor Ron Bigelow

\_\_\_\_\_  
 Attest: City Recorder

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

## Warranty Deed

(Individual)

Salt Lake County	Tax ID No.	15-33-456-008
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:110:C

Maritza P. Lee, an unmarried woman, Grantor, of West Valley City,  
County of Salt Lake, State of Utah, hereby CONVEYS AND  
WARRANTS to West Valley City, a municipal corporation of the State of Utah, at 3600  
Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00),  
Dollars, and other good and valuable considerations, the following described parcel of  
land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee incident to the construction of signal upgrades at the intersection of 4100 South Street and 2700 West Street known as Project No. F-LC35(248), being part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7 subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing easterly right of way line of 2700 West Street, said point is 21.36 feet N.00°00'44"E. and 1.25 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said Lot 705, said point is also 74.86 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 193+88.83; thence northerly 8.15 feet along the arc of a 30.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N.07°48'02"W. for a distance of 8.13 feet) and said existing easterly right of way line at a point 82.91 feet perpendicularly distant northerly from said control line opposite engineer station 193+95.35; thence S.44°54'06"E. 7.99 feet to the southeasterly boundary line of said entire tract at a point 77.27 feet perpendicularly distant northerly from said control line opposite engineer station 193+93.36; thence S.62°10'14"W. (S.62°09'02"W. by record)

PAGE 2

PIN No.	12225
Project No.	F-LC35(248)
Parcel No.	LC35:110:C

5.13 feet along the southeasterly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of West Valley City. The above described parcel of land contains 21 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)



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

## Perpetual Utility Easement (Individual)

Salt Lake County

Tax ID No. 15-33-456-008

PIN No. 12225

Project No. F-LC35(248)

Parcel No. LC35:110:E

Maritza P. Lee, an unmarried woman, Grantor,  
of West Valley City, County of Salt Lake,  
State of Utah, hereby DEDICATES a Public Utility Easement (the  
"Easement") described below for the use and installation of public utility facilities as provided in  
Utah Code Section 54-3-27 (the "PUE Statute"). The Easement is non-exclusive and may be used  
by all public utilities according to the terms of the PUE Statute.

The Easement, upon part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7  
subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a  
subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah.

The boundaries of said easement are described as follows:

Beginning at a point in the southeasterly boundary line of said entire tract, said point is 21.27 feet  
N.00°00'44"E. and 7.92 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said  
Lot 705, said point is also 77.99 feet perpendicularly distant northerly from the 4100 South Street Control  
Line opposite approximate engineer station 193+94.72; and running thence N.00°00'44"E. 7.83 feet;  
thence S.44°54'06"E. 7.24 feet to said southeasterly boundary line of said entire tract; thence  
S.62°10'14"W. (S.62°09'02"W. by record) 5.78 feet along said southeasterly boundary line to the point of  
beginning. The above described easement contains 20 square feet in area or  
0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)



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

## Easement (Individual)

Salt Lake County	Tax ID No.	15-33-456-008
	PIN No.	12225
	Project No.	F-LC35(248)
	Parcel No.	LC35:110:EC

Maritza P. Lee, an unmarried woman, Grantor,  
of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS  
AND CONVEYS to West Valley City, a municipal corporation of the State of Utah, at 3600  
Constitution Boulevard, West Valley, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars,  
and other good and valuable considerations, the following described easement  
in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property situate in Lot 705 of the Bennion Plaza No. 7 subdivision, recorded as Entry No. 2346934, Book II, Page 4, in the Salt Lake County Recorder's Office, a subdivision in the SW1/4SE1/4 of Section 33, T.1S., R.1W., S.L.B. & M., Salt Lake County, Utah, for the purpose of constructing and maintaining thereon highway appurtenances including, but not limited to a retaining wall, cut and/or fill slopes, incident to the intersection improvements of 4100 South Street and 2700 West Street related to Project No. F-LC35(248). The easement includes the right to maintain and continue the existence of said retaining wall and cut and/or fill slopes in the same grade and slope ratio as constructed by West Valley City. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said easement are described as follows:

Beginning at a point 21.36 feet N.00°00'44"E. and 6.38 feet N.62°10'14"E. (N.62°09'02"E. by record) from the southwest corner of said Lot 705, said point is also 77.27 feet perpendicularly distant northerly from the 4100 South Street Control Line opposite approximate engineer station 193+93.36; and running thence

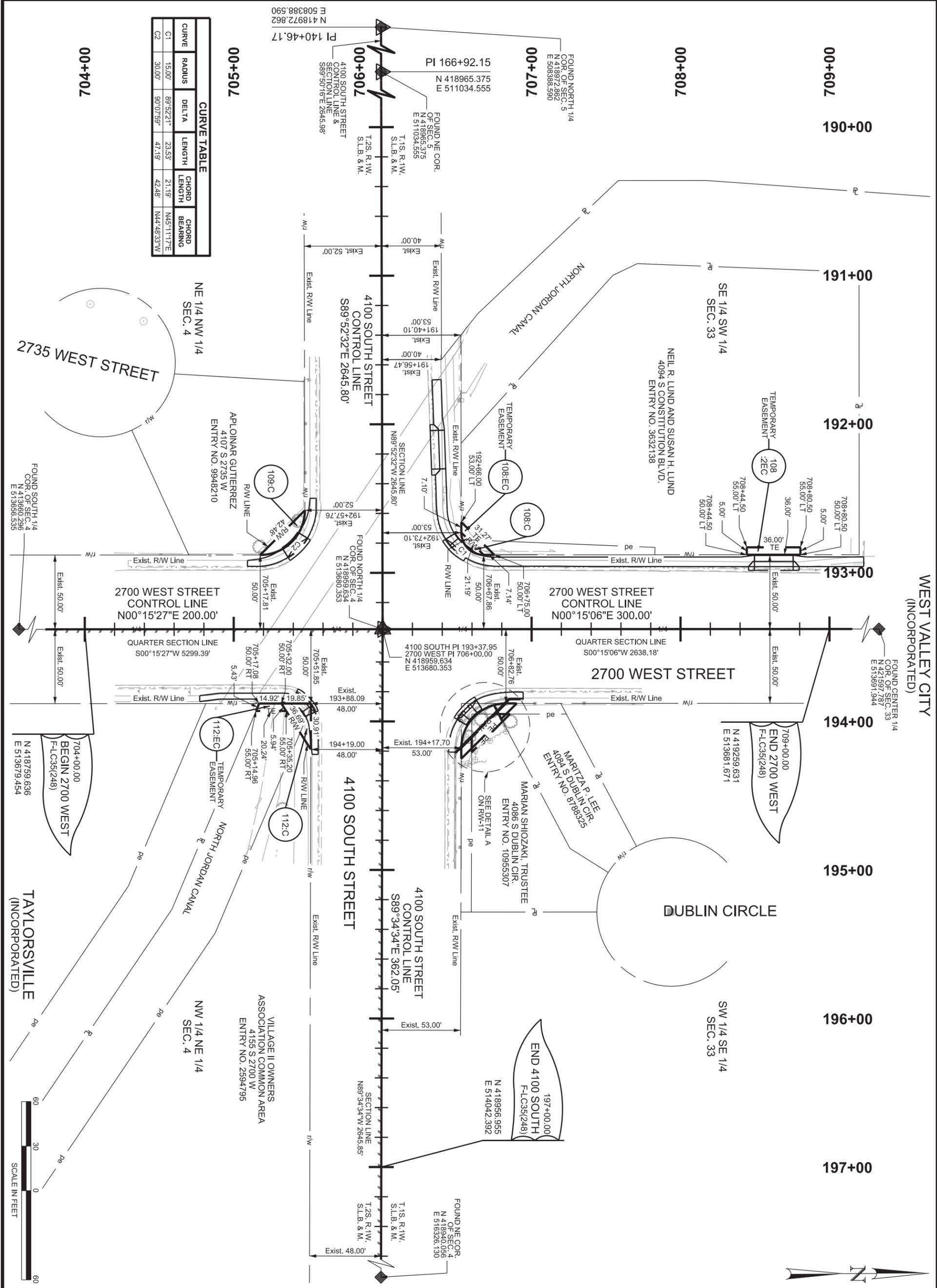
PAGE 2

PIN No. 12225  
Project No. F-LC35(248)  
Parcel No. LC35:110:EC

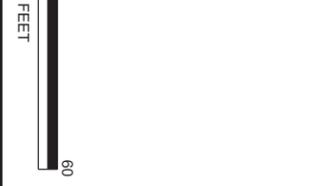
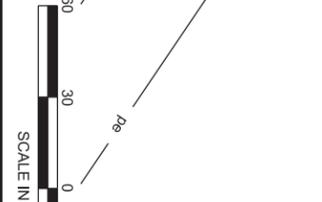
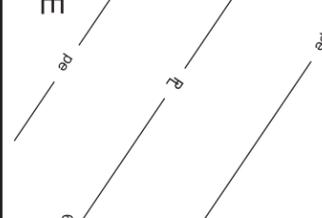
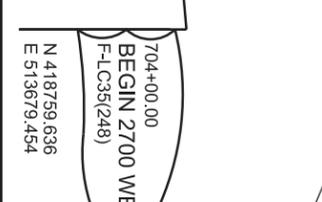
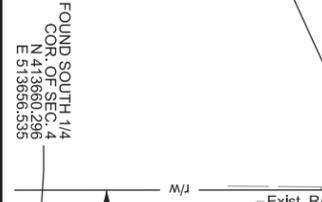
N.44°54'06"W. 7.99 feet to a point in the existing easterly right of way line of 2700 West Street; thence N.00°00'44"E. 7.24 feet along said existing easterly right of way line; thence S.44°56'46"E. 14.69 feet to the southeasterly boundary line of said entire tract; thence S.62°10'14"W. (S.62°09'02"W. by record) 5.36 feet along said southeasterly boundary line to the point of beginning. The above described easement contains 58 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'22" clockwise to obtain highway bearings.)





CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00'	89°52'21"	23.53'	21.19'	N45°11'17"E
C2	30.00'	90°07'59"	47.19'	42.48'	N44°48'33"W



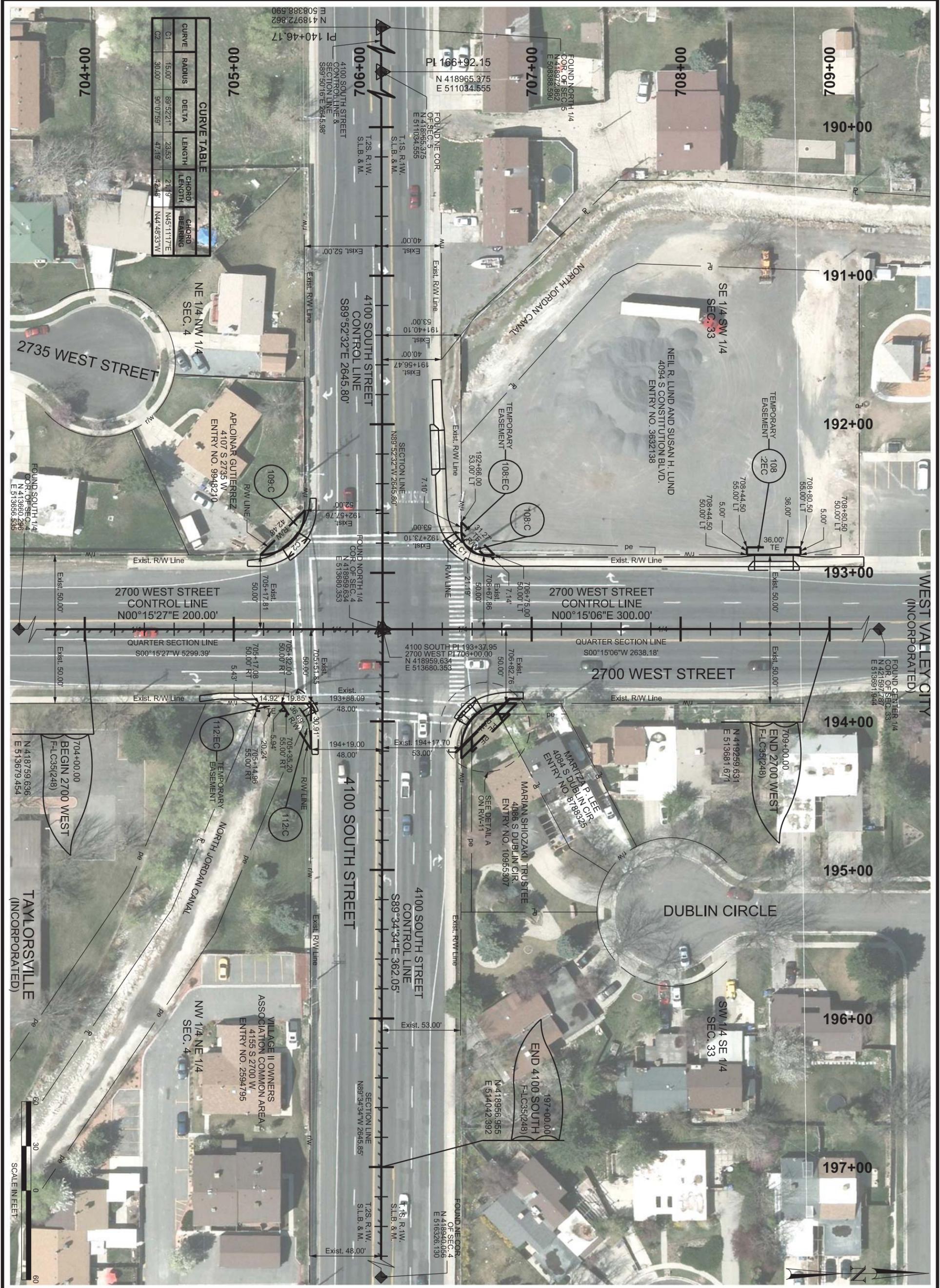
PROJECT	4100 S; 4000 W. 2700 W & 1300 W SIGNAL IMPS		
PROJECT NUMBER	F-LC35(248)	PIN	12225
RIGHT-OF-WAY PLAN			
COUNTY	SALT LAKE		
ZONE	ZF		
SHEET NO.	RW-06		

**UTAH DEPARTMENT OF TRANSPORTATION**  
REGION 2 - MERIDIAN ENGINEERING, INC.

APPROVED: *Tyler D. Bawn* 06/18/2015  
PROFESSIONAL LAND SURVEYOR DATE

DRAWN BY: GKD  
QC CHECKED BY: TJB

REVISIONS			
NO.	DATE	APPROVED BY	REMARKS



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
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PROJECT	4100 S; 4000 W. 2700 W & 1300 W SIGNAL IMPS	
PROJECT NUMBER	F-LC35(248)	PIN 12225
COUNTY	SALT LAKE	
SHEET NO.	RW-06	

**UTAH DEPARTMENT OF TRANSPORTATION**  
REGION 2 - MERIDIAN ENGINEERING, INC.

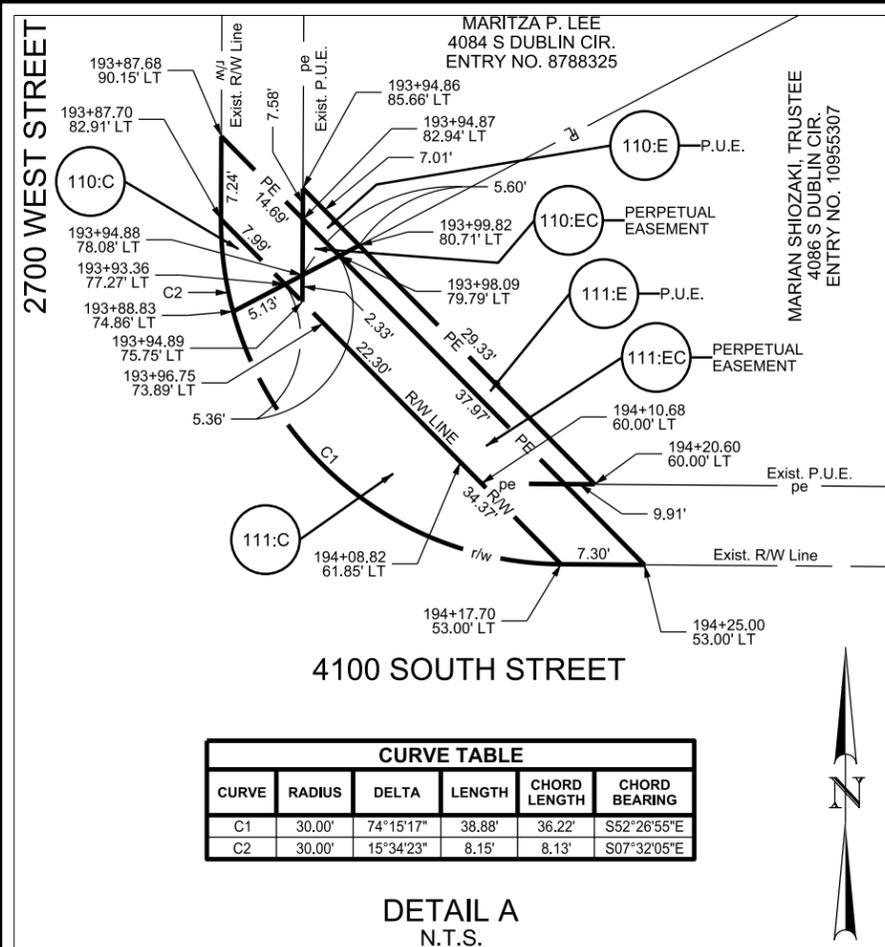
APPROVED \_\_\_\_\_ DATE 06/18/2015

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_

DRAWN BY GKD  
QC CHECKED BY TJB

REVISIONS			
NO.	DATE	APPROVED BY	REMARKS

14-JUL-2015 10:51 AM D:\Projects\12225\_4100\_S\_4000\_W\_2700\_W\_AND\_1300\_W\_SIGNAL\_IMPS\right\_of\_way\12225\_F-LC35(248)\_RW-11.dgn



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	30.00'	74°15'17"	38.88'	36.22'	S52°26'55"E
C2	30.00'	15°34'23"	8.15'	8.13'	S07°32'05"E

UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING, INC.		APPROVED	DATE 06/18/2015
PROJECT 4100 S; 4000 W; 2700 W & 1300 W SIGNAL IMPS	DRAWN BY GKD	CHECKED BY TJB	DATE
PROJECT NUMBER F-LC35(248)	PIN 12225	PROFESSIONAL LAND SURVEYOR	DATE
<b>RIGHT-OF-WAY PLAN</b>			
SALT LAKE COUNTY			
SHEET NO. RW-11		REVISIONS	
NO.		DATE	
APPROVED BY		REMARKS	