



The Study Meeting of the West Valley City Council will be held on Tuesday, May 24, 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 May 19, 2016, 3:00 PM

AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. May 10, 2016
4. Review Agenda for Regular Meeting of May 24, 2016
5. New Business Scheduled for May 24, 2016 Regular Meeting:
 - A. Reso. 16-92: Authorize the City to Accept a Quit Claim Deed from PacifiCorp (Rocky Mountain Power) and Approval of an Easement in Favor of PacifiCorp at Approximately 4200 South 5800 West
 - B. Advisory Review of City Council Decision on Application Z-1-2016
6. Awards, Ceremonies and Proclamations Scheduled For June 7, 2016

- 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.

- A. Employee of the Month Award, June 2016- Rachelle Hill, Legal Department

7. Public Hearings Scheduled For June 7, 2016

- A. Accept Public Input Regarding Re-Opening the FY 2015-2016 Budget

Action: Consider Ordinance 16-27, Amending the Budget of West Valley City for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- B. Accept Public Input Regarding Application ZT-6-2016, Filed by West Valley City, Requesting a Zone Text Amendment to Section 7-2-116 of the West Valley City Municipal Code Regarding Firework Storage Containers

Action: Consider Ordinance 16-28, Amending Section 7-2-116 of the West Valley City Municipal Code to Clarify Provisions Governing the Storage of Fireworks

8. Resolutions:

- A. 16-93: Approve a Memorandum of Understanding Between West Valley City and the Federal Bureau of Investigation ("FBI") Child Exploitation Task Force ("CETF")

9. New Business Scheduled For June 7, 2016

- A. Consider Application S-2-2016, Filed by Fred Albert, Requesting Final Plat Approval for the Albert Acres Subdivision Located at 3681 South 5600 West
- B. Consider Application S-6-2016, Filed by Roger Chase, Requesting Final Plat Approval for the Chase Meadows Subdivision Located at 3380 West 3100 South

10. Communications:
 - A. Skate Park Update (15 Min)
 - B. West Valley Fiber Update (15 Min)
 - C. Council Update
 - D. Potential Future Agenda Items
11. New Business:
 - A. Council Reports
12. Motion for Executive Session
13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – MAY 10, 2016

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, MAY 10, 2016, AT 6:38 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
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

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
Craig Thomas, Administration
Leslie Hudson, Administration

OPENING CEREMONY

Councilmember Tom Huynh conducted the Opening Ceremony and asked members of the City Council, City staff and the audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITION, YOUTH CITY COUNCIL

Mayor Bigelow recognized members of the Youth City Council in attendance at the meeting.

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APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 26, 2016

The Council read and considered Minutes of the Regular Meeting held April 26, 2016. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held April 26, 2016. Councilmember Lang 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 individual(s) made remarks during the comment period.

A. PUBLIC COMMENTS

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

B. CITY COUNCIL COMMENTS

Councilmember Christensen stated he attended an out of state high school graduation ceremony and read in their newspaper that in 1869, on this date, the east and west sides of the country were connected by a golden spike that was hammered into the railroad.

ORDINANCE NO. 16-17, AMEND SECTIONS 16-1-101, 16-2-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101, AND 16-14-101 AND ENACTING SECTION 16-15-101 OF TITLE 16 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT THE 2014 AND 2015 EDITIONS OF THE INTERNATIONAL CODES

Mayor Bigelow presented proposed Ordinance No. 16-17 that would amend Sections 16-1-101, 16-2-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101 and 16-14-101, and enact Section 16-15-101 of Title 16 of the West Valley City Municipal Code to adopt the 2014 and 2015 editions of the International Codes.

Written documentation previously provided to the City Council included information as follows:

In the 2015 session the Utah Legislature passed H.B. 316 that adopted the newest International Code updates. The updated codes were the newest editions of the International Codes and part of a comprehensive multi-year, ongoing review process to ensure that building standards would be in accordance with the highest safety standards. The updated codes would take effect on July 1, 2016, requiring the City to update its ordinance accordingly.

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

Councilmember Vincent moved to approve Ordinance No. 16-17, an Ordinance Amending Sections 16-1-101, 16-2-101, 16-4-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101, and 16-14-101 and Enacting Section 16-15-101 of Title 16 of the West Valley City Municipal Code to Adopt the 2014 and 2015 Editions of the International Codes. Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION NO. 16-72, SUPPORTING THE EFFORTS OF THE WEST VALLEY CITY YOUTH CITY COUNCIL TO EDUCATE THE CITY'S YOUTH CONCERNING THE HAZARDS OF ELECTRONIC CIGARETTES

Mayor Bigelow presented proposed Resolution No. 16-72 that would support the efforts of the West Valley City Youth City Council to educate the City's youth concerning the hazards of electronic cigarettes.

Written documentation previously provided to the City Council included information as follows:

The proposed Resolution would declare the City Council's support of the Youth City Council's efforts and commends their work to promote the health, safety and welfare of the citizens of West Valley City.

The Youth City Council had observed a dramatic increase in usage of electronic cigarettes by fellow students and youth citizens in the City. Electronic cigarette usage represented a significant health hazard to students who often faced significant pressure to use the products. The Youth City Council desired to educate fellow students to ensure the hazards of the electronic cigarette usage was well known and encourage students to avoid those products.

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Councilmember Vincent moved to modify the agenda to allow comments from the Youth City Council. Councilmember Lang seconded the motion.

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

Youth City Council Deputy Mayor Nelson Locks addressed the City Council and discussed issues related to e-cigarettes, including the Youth City Council's goals in that regard.

Councilmember Buhler read the Resolution and noted that recent news indicated the FDA would regulate this issue moving forward.

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

Councilmember Christensen moved to approve Resolution No. 16-72, a Resolution Supporting the Efforts of the West Valley City Youth City Council to Educate the City's Youth Concerning the Hazards of Electronic Cigarettes. Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION NO. 16-73, AUTHORIZING THE CITY TO ENTER INTO A FIRST AMENDMENT TO THE THEATRE SUBLEASE AGREEMENT WITH HALE CENTRE THEATRE FOR USE OF THE HALE CENTRE THEATRE FACILITY

Mayor Bigelow presented proposed Resolution No. 16-73 that would authorize the City to enter into a First Amendment to the Theatre Sublease Agreement with Hale Centre Theatre for use of the Hale Centre Theatre facility.

Written documentation previously provided to the City Council included information as follows:

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The City and Hale Centre Theatre entered into a Sublease Agreement as of March 1, 2007, that would expire on December 31, 2016. Hale Centre Theatre would be moving to Sandy City where a new theatre was underway for their operations. However, the new theater would not be completed prior to December 31, 2016, and Hale would lose a year of operations unless the Sublease Agreement was amended and the term extended for a period of one year.

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

Councilmember Vincent moved to approve Resolution No. 16-73, a Resolution Authorizing the City to Enter Into a First Amendment to the Theatre Sublease Agreement with Hale Centre Theatre for Use of the Hale Centre Theatre Facility. Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION NO. 16-74, AWARDING A CONTRACT TO LAYTON CONSTRUCTION TO COMPLETE THE BASEMENT OF THE UTAH CULTURAL CELEBRATION CENTER

Mayor Bigelow presented proposed Resolution No. 16-74 that would award a contract to Layton Construction in an amount not to exceed \$3,733,931.80, with authorization to spend an amount not to exceed \$3,920,700.00 through change orders, to complete the basement of the Utah Cultural Celebration Center.

Written documentation previously provided to the City Council included information as follows:

Completion of the basement construction of the Utah Cultural Celebration Center (UCCC) would expand the operational capacity of the Center. When the UCCC was originally built the basement had not been completely developed and constructed. This project would complete the basement and provide the additional conference rooms, multipurpose use rooms, gallery storage rooms, classrooms and many amenities needed

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to expand the UCCC operations. The existing gallery storage space did not provide adequate archiving space or a self-contained environmental vault for traveling exhibits. This project would allow adequate space for archiving and the special vault. The basement completion would provide additional space and opportunities to further the art and culture needs of the City and the entire Wasatch Front. Salt Lake County had pledged to support the expansion and completion of the basement in the amount of \$2,500,000.00 matching funds.

The project had been advertised for general contractor pre-qualification, with five general contractors having been pre-qualified to bid the project. Four contractors had responded with bids: Cameron Construction, Layton Construction, R&R Construction and Paulsen Construction. Paulsen Construction's bid had been withdrawn. Results of the sealed bids was as follows:

Layton Construction:	\$3,733,931.80
R&O Construction:	\$4,162,900.00
Cameron Construction:	\$4,680,982.00

City staff advised that Layton Construction had submitted the lowest responsible bid.

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

Councilmember Huynh moved to approve Resolution No. 16-74, a Resolution Awarding a Contract to Layton Construction to Complete the Basement of the Utah Cultural Celebration Center. Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Majority.

RESOLUTION NO. 16-75, APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY AND THE UTAH TRANSIT AUTHORITY FOR THE REROUTING OF BUS RAPID TRANSIT SERVICE IN FAIRBOURNE STATION

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Mayor Bigelow presented proposed Resolution No. 16-75 that would approve an Agreement between West Valley City and the Utah Transit Authority (UTA) for the rerouting of bus rapid transit service in Fairbourne Station.

Written documentation previously provided to the City Council included information as follows:

The proposed Agreement would facilitate a change in 3500 South BRT lanes and routes for construction of a new road and traffic signal at 3030 West.

The next phase of the Fairbourne Station roadways would necessitate construction of a new road at 3030 West between Lehman Avenue and 3500 South Street. The 3030 West Street would be signalized at 3500 South with left turn lanes from westbound 3500 South to southbound 3030 West. Currently the lanes needed for the turn lanes were occupied by UTA's Bus Rapid Transit (BRT) lines. UTA agreed to give up the use of the BRT lanes between 3030 West and Market Street in exchange for construction of two new BRT stations on 3030 West and the relocation of an existing station from Lehman Avenue to Market Street.

UTA also desired to increase the length of the canopy on the two new BRT stations on 3030 West and agreed to pay the City the additional cost for the increased length of that canopy. The cost of the betterment would be known after the City bid the Fairbourne Station Phase II Roadway Project this spring.

A permit for the work on 3500 South had been received from UDOT.

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

Councilmember Buhler moved to approve Resolution No. 16-75, a Resolution Approving an Agreement Between West Valley City and the Utah Transit Authority for the Rerouting of Bus Rapid Transit Service in Fairbourne Station. Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

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Unanimous.

RESOLUTION NO. 16-76, A RESOLUTION OF THE CITY COUNCIL OF WEST VALLEY CITY, UTAH, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, UTAH (THE “AUTHORITY”), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$36,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST AND A FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

Mayor Bigelow presented proposed Resolution No. 16-76, that would authorize and approve the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of West Valley City, Utah, and a Ground Lease Agreement; authorize the issuance and sale by the Authority of its Lease Revenue and Refunding Bonds Series 2016 in the aggregate principal amount of not more than \$36,000,000; authorize and approve the execution and delivery by the Authority of a General Indenture of Trust and a First Supplemental Indenture of Trust, Bond Purchase Agreement, certain security documents, an Official Statement, and other documents required in connection therewith; authorize the taking of all other actions necessary to the consummation of the transaction contemplated by the Resolution; and related matters.

City Manager, Wayne Pyle, clarified several points and discussed the bonding options in further detail.

Councilmember Lang stated she did not feel comfortable with this item yet and requested additional review time to gather additional information.

Upon inquiry by Councilmember Vincent, the City Manager advised a continuance of one week would not create any significant challenge in moving forward with the bond.

Hearing no further discussion, Mayor Bigelow called for a motion.

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Councilmember Lang moved to continue proposed Resolution No. 16-75 to the Regular Council Meeting scheduled May 17, 2016. Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION NO. 16-77, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2016, AND ENDING JUNE 30, 2017; AND SETTING AUGUST 9, 2016, AS THE DATE FOR PUBLIC HEARING

Mayor Bigelow presented proposed Resolution No. 16-77 that would adopt a Tentative Budget for the fiscal year commencing July 1, 2016, and ending June 30, 2017; and setting August 9, 2016, as the date for public hearing.

Written documentation previously provided to the City Council included information as follows:

West Valley City would adopt a Tentative Budget that would be made available for public inspection during regular office hours in the City Recorder's Office and give notice of a hearing to receive public comment before the final adoption of the Tentative Budget for fiscal year 2016-2017.

Councilmember Christensen stated the Tentative Budget should include the additional line items that the Council received via email from the City Manager the previous week.

Councilmember Vincent indicated this was a tentative budget therefor those items would not need to be included at this time.

Councilmember Buhler stated many issues were in the future but added that property tax was included in the Tentative Budget.

Upon recognition, the City Manager discussed options and added that budget conversations would be ongoing over the next three months until adoption of the Final Budget in August.

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The City Council discussed various options for consideration.

Hearing no further discussion, Mayor Bigelow called for a motion.

Councilmember Christensen moved to adopt the Proposed Budget with the addition of the list emailed by the City Manager, Wayne Pyle, after last week's Council Meeting that addressed possible needs for the upcoming fiscal year. Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Motion Failed; Lack of Majority.

Upon recognition, Councilmember Vincent moved to approve the proposed budget as is and adopt Resolution No. 16-77, a Resolution Adopting a Tentative Budget for the Fiscal Year Commencing July 1, 2016, and Ending June 30, 2017; and Setting August 9, 2016, as the Date for Public Hearing. Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Majority.

MOTION TO ADJOURN

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

MINUTES OF COUNCIL REGULAR MEETING – MAY 10, 2016

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THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MAY 10, 2016, WAS ADJOURNED AT 7:22 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, May 10, 2016.

Nichole Camac
City Recorder



The Regular Meeting of the West Valley City Council will be held on Tuesday, May 24, 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 May 19, 2016 at 3:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Karen Lang
4. Special Recognitions
5. Approval of Minutes:
 - A. May 10, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Presentation of Mayor's Star of Excellence Awards to Students of Granger, Hunter, Cyprus, and Taylorsville High Schools
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. Public Hearings:
- A. Accept Public Input Regarding Application No. Z-3-2016, Filed by Hughes General Contractors, Requesting a Zone Change from Zone 'A' (Agriculture) to 'M' (Manufacturing) on Property Located at 7114 West SR-201 North Frontage Road

Action: Consider Ordinance No. 16-23, Amending the Zoning Map to Show a Change of Zone for Property Located at 7114 West SR-201 North Frontage Road from Zone 'A' (Agriculture) to Zone 'M' (Manufacturing)

 - B. Accept Public Input Regarding Application No. Z-5-2016, Filed by Adam Nash, Requesting a Zone Change From Zone 'A' (Agricultural) to 'RE' (Residential Estate) on Property Located at 3320 South 6400 West

Action: Consider Ordinance No. 16-24, Amending the Zoning Map to Show a Change of Zone for Property Located at 3320 South 6400 West from Zone 'A' (Agriculture) to Zone "RE' (Residential Estate)

Action: Consider Resolution No. 16-83, Authorizing the City to Enter into a Development Agreement with Mountain Vista Development Inc. for Approximately 5.0 Acres of Property Located at 3320 South 6400 West

- C. Accept Public Input Regarding Application ZT-4-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-14-105 of the West Valley City Municipal Code to Require Basements in Single Family Dwellings Where Soil Conditions Allow and to Increase the Minimum Size for Single Family Dwellings Where Soil Conditions Do Not Allow Basements

Action: Consider Ordinance 16-25, Amend Section 7-14-105 of the West Valley City Municipal Code to Amend Provisions Governing the Construction of Certain Single Family Dwellings

- D. Accept Public Input Regarding Application ZT-5-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-14-105 of the West Valley City Municipal Code to Exempt Properties Under Certain Instances from the Latest Single Family Dwelling Standards

Action: Consider Ordinance 16-26, Amending Section 7-14-105 of the West Valley City Municipal Code to Amend Provisions Governing the Construction of Certain Single Family Dwellings

9. Resolutions:

- A. 16-84: Approve the Purchase of a Replacement Ambulance Cab and Chassis for Use by the Fire Department
- B. 16-85: Approve the Purchase of a Vermeer BC1500 Wood Chipper from Vermeer Rocky Mountain Inc. For Use by the Public Works Department
- C. 16-86: Award a Contract to Stapp Construction for the Fairbourne Station Phase II Roadway and Utility Project
- D. 16-87: Approve the Purchase of Traffic Signal Equipment from Utah Department of Transportation for the Fairbourne Station Phase II Roadway Project at 3030 West 3500 South

- E. Reso. 16-90: Authorize the Execution and Recording of a Delay Agreement Between West Valley City and HD Magna, LLC for Property Located at 3420 South 5600 West
10. Consent Agenda:
- A. Reso. 16-88: Authorize the City to Grant a Temporary Construction Easement to Ralph L. Wadsworth/Staker Parsons (RLW/SPC) Joint Venture on Property Located at 5168 South Upper Ridge Road (20-11-302-003)
 - B. Reso. 16-89: Authorize West Valley City to Grant a Right of Way Easement in Favor of Rocky Mountain Power for the West Valley Skate Park Located at 3201 South 5600 West in Centennial Park
 - C. Reso. 16-91: Authorize the Execution and Recording of a Delay Agreement Between West Valley City and Willow Wood L.L.C. for Property Located at 3515 West 3500 South
11. New Business:
- A. Reso. 16-92: Authorize the City to Accept a Quit Claim Deed from PacifiCorp (Rocky Mountain Power) and Approval of an Easement in Favor of PacifiCorp at Approximately 4200 South 5800 West
 - B. Advisory Review of City Council Decision on Application ZT-1-2016
12. Motion for Executive Session
13. Adjourn

Item #:	_____
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	_____

ISSUE:

Approval and acceptance of Quit Claim Deed from PacifiCorp. Approval and Execution of Easement in favor of PacifiCorp.

SYNOPSIS:

As part of the Mountain View Corridor project the Utah Department of Transportation and PacifiCorp are requesting an easements in favor of PacifiCorp (Rocky Mountain Power) over a portion of the future Wolverine Way.

BACKGROUND:

As part of the next phase of the Mountain View Corridor Project, UDOT will construct a new road crossing under the Mountain View Corridor at approximately 4200 South to provide access to Hunter High School. The portion of this future road lying on the east side of Mountain View Corridor is located on properties owned by Utah Power & Light (PacifiCorp). UDOT will acquire property for the road from PacifiCorp on behalf of West Valley City. In exchange for the conveyance of property from PacifiCorp to West Valley City, PacifiCorp needs an easement from West Valley City for its existing transmission lines.

RECOMMENDATION:

Approve and accept Quit Claim Deed from PacifiCorp. Approve and authorize the Mayor to execute Easement in favor of PacifiCorp.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
ACCEPT A QUIT CLAIM DEED FROM PACIFICORP
(ROCKY MOUNTAIN POWER) AND APPROVAL OF
AN EASEMENT IN FAVOR OF PACIFICORP.**

WHEREAS, as part of the Mountain View Corridor project the Utah Department of Transportation (“UDOT”) will construct a new road crossing under the Mountain View Corridor at approximately 4200 South to provide access to Hunter High School; and

WHEREAS, the portion of this future road on the east side of Mountain View Corridor is located on properties owned by Utah Power & Light (PacifiCorp); and

WHEREAS, UDOT will acquire property for the road from PacifiCorp on behalf of West Valley City; and

WHEREAS, in exchange for the conveyance of property from PacifiCorp to West Valley City, PacifiCorp needs an easement from West Valley City for its existing transmission lines; and

WHEREAS, PacifiCorp has executed a Quit Claim Deed conveying said property 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 Quit Claim Deed from PacifiCorp, and to grant said Easement to PacifiCorp;

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Boulevard
West Valley City, Utah 84119

WITH A COPY TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

UDOT PIN No. 8314
UDOT Project No. S-0085(5)0
UDOT Parcel No. 0085:296D:C
Affecting Tax ID No. 20-02-200-010
& 20-02-200-047

QUITCLAIM DEED

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, GRANTOR, successor in interest to Utah Power & Light Company, hereby QUITCLAIMS, without warranty of any kind, to West Valley City, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for a highway known as Project No. S-0085(5)0, being part of an entire tract of property situate in NW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, which point is 1,114.90 feet S.89°57'13"W. along the section line and 456.27 feet S.00°07'41"E. and 302.26 feet West and 280.20 feet S.00°01'00"E. from the Northeast corner of said Section 2, said point is also 46.52 feet perpendicularly distant northerly from the Wolverine Way Control Line opposite approximate engineer station 18+07.07; and running thence S.00°01'00"E. 102.18 feet along said easterly boundary line of said entire tract to a point in a 57.00-foot radius non-tangent curve to the right; thence northwesterly 33.05 feet along the arc of said curve (Note: Chord to said curve bears N.61°12'49"W. for a distance of 32.59 feet) to the beginning of a 36.00-foot radius reverse curve to the left; thence northwesterly 28.69 feet along the arc of said curve (Note: Chord to said curve bears N.67°26'05"W. for a distance of 27.94 feet); thence S.89°44'09"W. 18.07 feet; thence N.01°46'59"E. 52.03 feet to a point 23.00 feet perpendicularly distant northerly from said control line opposite engineer station 17+36.19; thence N.89°44'09"E. 37.43 feet to the beginning of a 44.00-foot radius non-tangent curve to the left; thence northeasterly 11.53 feet along the arc of said curve (Note: Chord to said curve bears N.47°07'55"E. for a distance of 11.50 feet) to the beginning of a 48.00-foot radius reverse curve

to the right; thence northeasterly 30.02 feet along the arc of said curve (Note: Chord to said curve bears N.57°32'26"E. for a distance of 29.53 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 4,863 square feet in area or 0.112 acre, more or less.

(Note: Rotate all bearings in the above description 00°15'51" clockwise to match the above said Right of Way Control Line.)

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this ____ day of _____, A.D., 20__

PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, Successor in Interest t Utah Power & Light Company

By: A. Richard Walje
Its: President

STATE OF UTAH)
)ss.
County of Salt Lake)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Rocky Mountain Power d/b/a PacifiCorp, Successor in Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Prepared by: (JDF) Meridian Engineering, Inc. 11P 4/30/2015
Revised by: (TJB) Meridian Engineering, Inc. 9/08/2015

When recorded return to:

Rocky Mountain Power
Lisa Louder/blm
1407 West North Temple Ste. 110
Salt Lake City, UT 84114

EASMENT
Salt Lake County

UDOT Parcel No: 0085:296D:C
UDOT Project No.:S-0085(5)0
Affecting Tax ID No. 20-02-200-010
& 20-02-200-047

West Valley City, a municipal corporation of the State of Utah, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS TO PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 (“Grantee”) a perpetual easement (“Easement”) upon the following described tract of land in Salt Lake County, State of Utah, for the purpose to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area as more particularly described and shown on Exhibit “A”, attached hereto and by this reference made a part hereof.

Access. Grantee shall have a right of access to the described Easement Area. Grantor may not fence the Easement Area to preclude access in a manner that will prevent longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor’s Land unless expressly released in writing by Grantee.

Grantor’s Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50’) from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee’s access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds twelve feet (12’) in height; e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials; or g) otherwise use the Easement Area in any manner that violates the National Electrical Safety Code, OSHA, High Voltage Overhead Line Safety Act, and all other applicable federal, state and local laws, rules, regulations and ordinances.

Grantor reserves the right to use the easement for cut and/or fill slope features for the maintenance of adjoining highway so long as said cut and/or fill slope features do not interfere with the restrictions on Grantor's Use as defined and described above.

Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'). Grantee shall have the right to prune or remove all vegetation within the Easement Area that violates the foregoing or, in its reasonable opinion, interferes with or is causing or may cause a threat of harm to Grantee's facilities or improvements.

Miscellaneous Provisions.

Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein

Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

Jury Waiver. To the fullest extent permitted by law, Grantor and Grantee each waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Grantor and Grantee further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this ____ day of _____, 2016.

Grantor:
West Valley City, a municipal corporation
of the State of Utah

Ron Bigelow, Mayor

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Ron Bigelow, known or identified to me to be the Mayor , the signer of this Easement Agreement for West Valley City, a municipal corporation of the State of Utah who duly acknowledged to me that said West Valley City executed the same.

Notary Public

DATED this _____ day of _____, 2016.

Grantee:
PacifiCorp, an Oregon corporation, d/b/a
Rocky Mountain Power

By: _____

Its: _____

STATE OF UTAH)
 : ss.
County of Salt Lake)

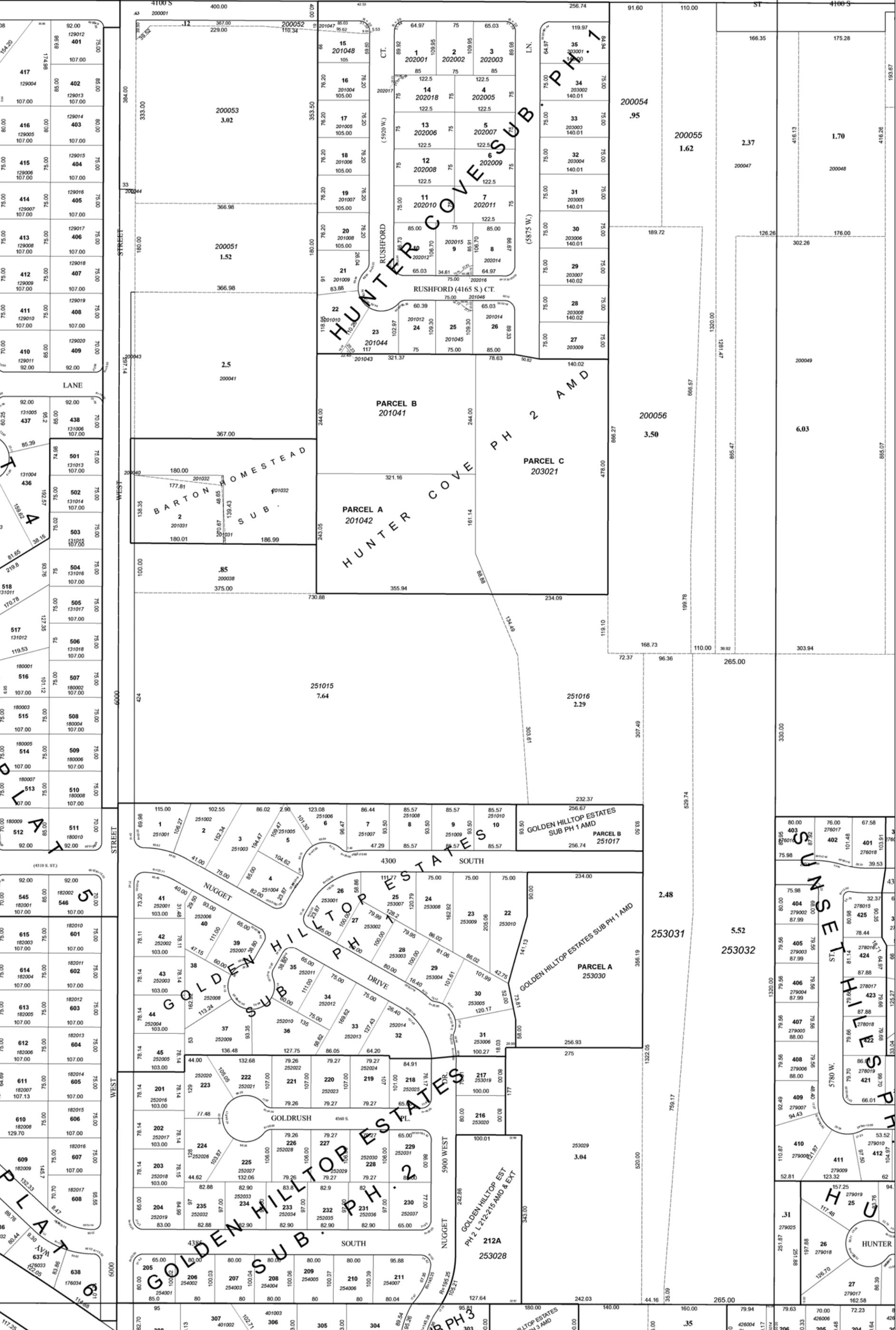
On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

Exhibit A
(Legal Description of Easement Area)

Beginning at a point in the easterly boundary line of said entire tract, which point is 1, 114.90 feet S.89°57'13"W. along the section line and 456.27 feet S.00°07'41 "E. and 302.26 feet West and 280.20 feet S.00°01 '00"E. from the Northeast corner of said Section 2, said point is also 46.52 feet perpendicularly distant northerly from the Wolverine Way Control Line opposite approximate engineer station 18+07.07; and running thence S.00°01 '00"E. 102.18 feet along said easterly boundary line of said entire tract to a point in a 57.00-foot radius non-tangent curve to the right; thence northwesterly 33.05 feet along the arc of said curve (Note: Chord to said curve bears N.61°12'49"W. for a distance of 32.59 feet) to the beginning of a 36.00-foot radius reverse curve to the left; thence northwesterly 28.69 feet along the arc of said curve (Note: Chord to said curve bears N.67°26'05"W. for a distance of 27.94 feet); thence S.89°44'09"W. 18.07 feet; thence N.01°46'59"E. 52.03 feet to a point 23.00 feet perpendicularly distant northerly from said control line opposite engineer station 17+36.19; thence N.89°44'09"E. 37.43 feet to the beginning of a 44.00-foot radius non-tangent curve to the left; thence northeasterly 11.53 feet along the arc of said curve (Note: Chord to said curve bears N.47°07'55"E. for a distance of 11.50 feet) to the beginning of a 48.00-foot radius reverse curve to the right; thence northeasterly 30.02 feet along the arc of said curve (Note: Chord to said curve bears N.57°32'26"E. for a distance of 29.53 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 4,863 square feet in area or 0.112 acre, more or less. (Note: Rotate all bearings in the above description 00°15'51" clockwise to match the above said Right of Way Control Line.)



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

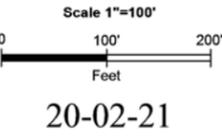


Prepared and published by
Salt Lake County Recorder
Gary Ott
2001 S. State Street #N1600
Salt Lake City, Utah 84190
801-468-3391
http://slcrecorder.siredocs.com/



W 1/2 NE 1/4 Sec 02 T2S R2W SALT LAKE COUNTY, UTAH

11/19/2015

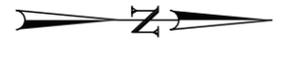
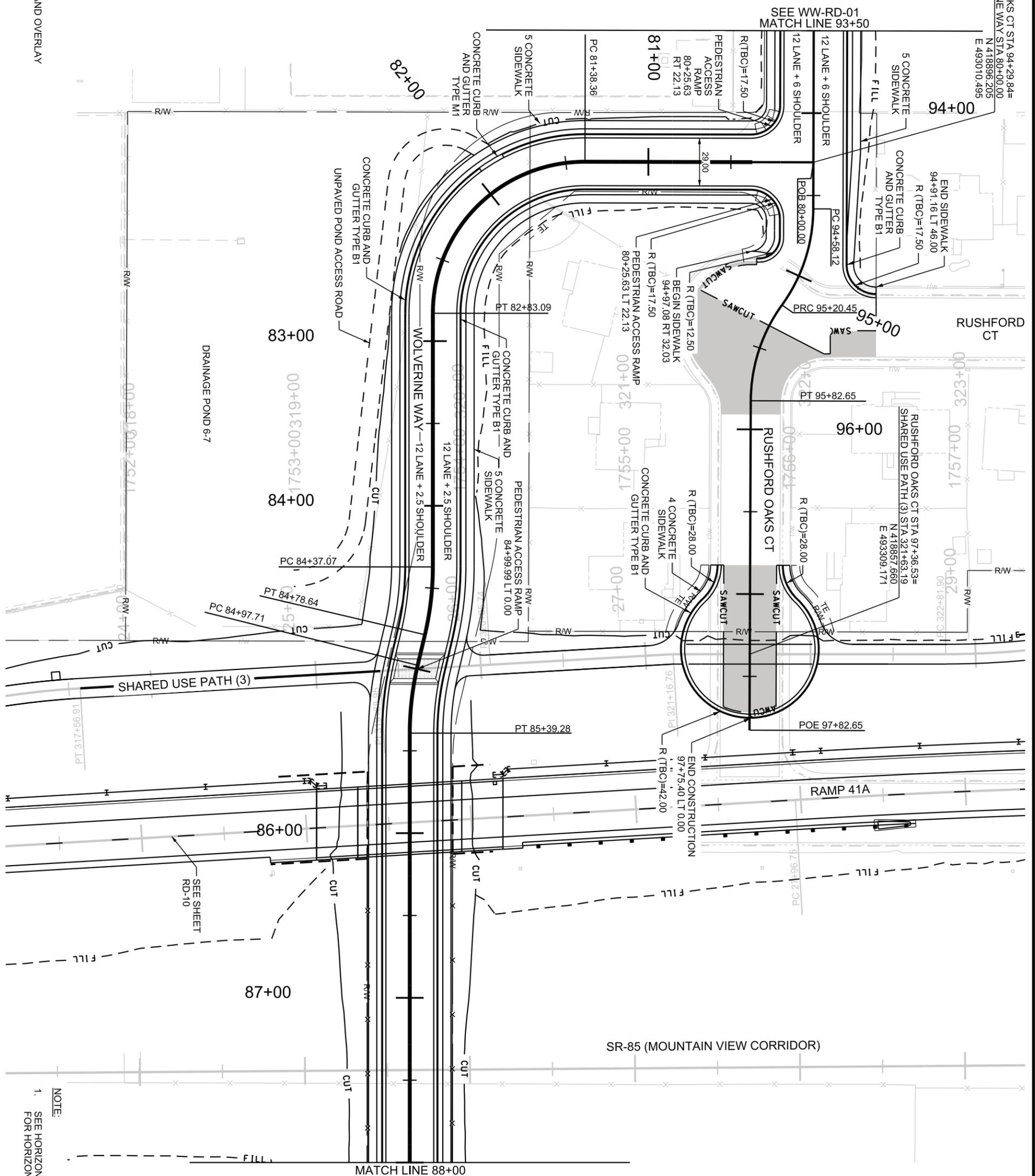


20-02-21

11	12	22
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Area Section Page

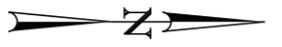
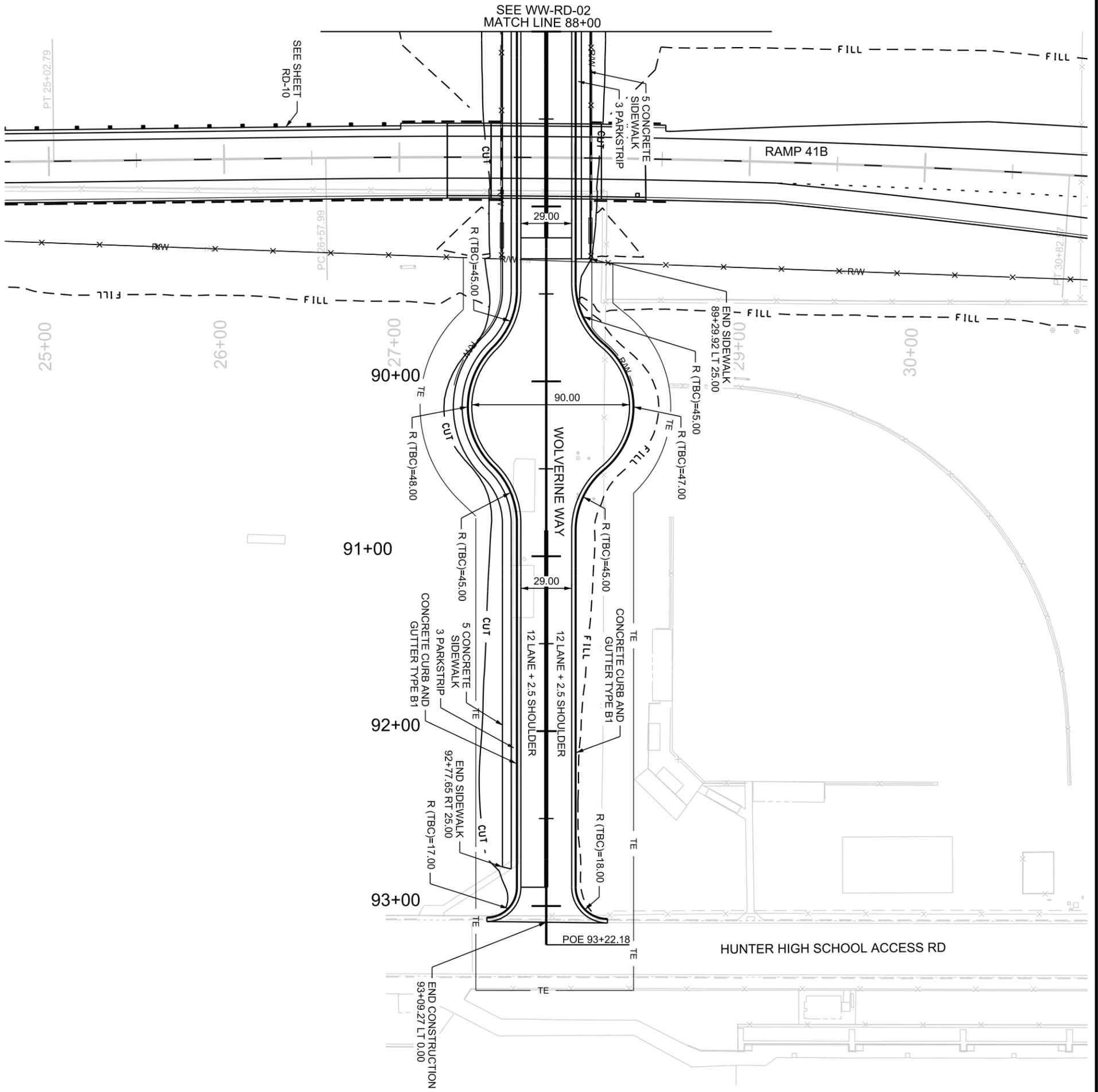
LEGEND
MILL AND OVERLAY



NOTE:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA

PROJECT	MVC; 5400 SOUTH TO 4100 SOUTH		UTAH DEPARTMENT OF TRANSPORTATION REGION DESIGN		DRAWN BY SD	QC CHECKED BY JDB	<h1 style="margin: 0;">30% REVIEW</h1> <h2 style="margin: 0;">NOT FOR CONSTRUCTION</h2>
	SEGMENT 6						
PROJECT NUMBER	S-0085(5)0	PIN	8314	APPROVED	DATE	2/1/2016	
ROADWAY				PROFESSIONAL ENGINEER			

SHEET NO. WW-RD-02



NOTE:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA

PROJECT	MVC; 5400 SOUTH TO 4100 SOUTH		UTAH DEPARTMENT OF TRANSPORTATION REGION DESIGN		DRAWN BY SD	QC CHECKED BY JDB	<h1 style="margin: 0;">30% REVIEW</h1> <h2 style="margin: 0;">NOT FOR CONSTRUCTION</h2>
	SEGMENT 6						
PROJECT NUMBER	S-0085(5)0	PIN	8314	APPROVED	DATE	2/1/2016	
ROADWAY				PROFESSIONAL ENGINEER			

SHEET NO. WW-RD-03

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

ISSUE:

An advisory review of City Council decision Z-1-2016.

SYNOPSIS:

An advisory decision to determine whether or not zone change Z-1-2016 constitutes a constitutional taking under West Valley City Municipal Code §2-5-104.

BACKGROUND:

The City Council changed zoning on Parcel No. 1424376006 from M (Manufacturing) to A-2 (Agricultural) on April 19, 2016. Granite School District was notified by direct letter via United States mail, notice posted on Utah’s public notice website, as well as the City’s website, and the agenda for both Planning Commission and City Council were emailed to Granite School District addresses bhorsley@graniteschools.org and kieth.bradshaw@granite.k12.ut.us.

ANALYSIS:

The action taken by the City Council on April 19, 2016, was in no way a constitutional taking or exaction. When reviewing this decision, West Valley City ordinance 2-5-105 requires the Council to consider the following:

- (1) Whether there is a physical taking or exaction;
- (2) Whether the physical taking or exaction of the private real property bears an essential nexus to a legitimate governmental interest;
- (3) Whether a legitimate governmental interest exists for the action taken by the City; and
- (4) If the property and exaction taken is roughly proportionate or reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.

Granite School District fails to articulate any physical taking or exaction of their real property through the zone change, thus not reaching the threshold issue of whether there even was a physical taking or exaction. A zone change of this type does not constitute a “physical taking or exaction of ...private real property” under well-established case law. As the threshold question indicates there is no physical taking or exaction, the three considerations should be answered as follows:

1. Whether the physical taking or exaction of private real property bears an essential nexus to a legitimate governmental interest – there was no physical taking or exaction.
2. Whether a legitimate governmental interest exists for the action taken by the City – there was no physical taking or exaction.
3. Was the property an exaction taken roughly proportionate or reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed – there was no physical taking or exaction.

RECOMMENDATION:

City staff recommends the City Council direct staff to prepare an opinion reflecting the decision that the action of the City Council did not constitute a constitutional taking or exaction.

May 17, 2016

VIA EMAIL AND HAND DELIVERY

Nichole Camac (nichole.camac@wvc-ut.gov)
City Recorder
West Valley City
City Hall
3600 South Constitution Blvd.
West Valley City, UT 84119

Re: Granite WVC Rezone; Request for Review of Decision (WVC Code § 2-5-104)

Dear Ms. Camac:

Please consider this formal notice that Granite School District requests that West Valley City review and reconsider the City's unilateral rezoning of the District's property located at 5200 West Lake Park Boulevard, West Valley City (the "Property") from M to A-2, which occurred on April 19, 2016. The City's rezoning should be reviewed and reconsidered because the City violated statutory notice requirements in approving the rezoning, and the rezoning itself is a taking, a violation of due process, and an inappropriate and illegal use of control of one governmental entity over another.

To exhaust all administrative remedies and pursuant to WVC Code § 2-5-104(4), the following is submitted as part of this request for review:

- a. The name of the applicant requesting review: *GRANITE SCHOOL DISTRICT*
- b. The name and business address of the current owner of the property; the form of ownership, whether sole proprietorship, for-profit, or not-for-profit corporation, partnership, joint venture, or other; and if owned by a corporation, partnership, or joint venture, the name and address of all principal shareholders or partners;

*GRANITE SCHOOL DISTRICT
2500 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84115-3110*

GOVERNMENTAL ENTITY

ATTORNEYS AT LAW

Nichole Camac
West Valley City
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May 17, 2016

c. A detailed description of the grounds for the claim that there has been a constitutional taking;

The rezoning has resulted in a constitutional taking, as discussed below.

The District purchased the Property from the prior owner (the Suburban Land Reserve, "SLR") in January, 2011. At the time, the Property was zoned M (Manufacturing). The land surrounding the Property to the north, west and south is also zoned M. Also to the south, some parcels are zoned RM and C-2 and to the east there is some land zoned as agricultural. Knight Transportation is adjacent to the Property. In surrounding areas, there are similar uses, business parks, and some residential zones. While the District originally intended to build a secondary school on the Property, it became apparent that the local population would not support a secondary school and that the District would need to sell the Property.

When the City became aware that the Property would no longer be used as a school, the City unilaterally rezoned the Property (and only the Property, the "Rezoning") to A-2. The Rezoning occurred without notice to the District, in violation of statutory notice requirements. (See Utah Code Ann. § 10-9a-205.) While the City maintains that notice was sent, there is no proof that the notice was ever sent and, certainly, no one from the District ever received any notice.

In addition to the lack of formal notice, the District is surprised that no one from the City informally communicated its intentions to rezone the District's Property. Based on its relationship with the City, the District would have expected the City to discuss the District's Property prior to the City's unilateral Rezoning. Absent such courtesy, the District should have at least been contacted when it was clear that the District would have no input. Surely, the City should have been concerned that the District was unaware of the Rezoning when the District did not appear at the public hearing before the Planning Commission and then again before the City Council.

The A-2 Zone is simply not appropriate for the Property and has resulted in a significant devaluation of the Property. The A-2 Rezoning is not in line with surrounding uses, it prevents many higher and better uses for the Property, and decimates the value of the Property by more than 50%. Absent reconsideration of the Rezoning, the District is left with the Property that is simply not marketable and a resulting loss of millions in potential sale proceeds that would have otherwise been devoted to the education of the City's youth.

Nichole Camac
West Valley City
Page 3
May 17, 2016

As recently as December, 2015, the General Plan had suggested that Property was best suited for "Mixed Use." In December the General Plan was amended, changing the suggested use to "Community Use." In its own rezone application, the City acknowledges that this A-2 Rezoning is not a viable zone. Indeed, the City's spot zoning is being used to leverage municipal powers over the District's Property and extort the District's compliance with the City's own plans for the Property. This was done without sufficient consideration of loss of public investment, without reasonable notice, and without discussion prior to the City's unilateral action.

The District intends to sell the Property for the highest and best use. It purchased the Property with the M zone, and it therefore has a vested right in such zoning. As it is, only agricultural uses are allowed, which dramatically reduces the value of the Property. It is worth noting that the Property is also currently restricted from residential use by SLR. Even such a residential use, however, is now precluded by the A-2 Rezoning. Regardless, the Rezoning constitutes a taking, a violation of due process, and an inappropriate and illegal use of control of one governmental entity over another.

d. A detailed description of the property taken;

*5200 WEST LAKE PARK BLVD
WEST VALLEY CITY, UTAH*

See legal description set forth in the Title Report attached hereto as Exhibit 1.

e. Evidence and documentation as to the value of the property taken, including the date and cost at the date the property was acquired. This should include any evidence of the value of that same property before and after the alleged constitutional taking, the name of the party from whom purchased, including the relationship, if any, between the person requesting a review and the party from whom the property was acquired;

See Broker's Opinion of Value ("BOV"), attached hereto as Exhibit 2.

f. The nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership and leasehold interest;

FEE SIMPLE

g. The terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three years prior to the date of application;

The District purchased the Property from SLR for approximately \$7,275,043.75. See a copy of the Purchase Agreement attached hereto as Exhibit 3.

h. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within three years prior to the date of application;

NONE, see BOV attached hereto as Exhibit 2.

i. The assessed value of and ad valorem taxes on the property for the previous three years;

See Assessor's Data attached hereto as Exhibit 4 and note that the District is a tax-exempt entity.

j. All information concerning current mortgages or other loans secured by the property, including the name of the mortgagee or lender, the current interest rate, the remaining loan balance and term of the loan, and other significant provisions, including but not limited to, right of purchasers to assume the loan;

NOT APPLICABLE

k. All listing of the property for sale or rent, price asked, and offers received, if any, within the previous three years;

NOT APPLICABLE, see BOV attached hereto as Exhibit 2.

l. All studies commissioned by the petitioner or agents of the petitioner within the previous three years concerning feasibility of development or utilization of the property;

NONE, other than the District's own reports, studies and designs that the Property is developable with a large multi-story school with adequate access and utilities (which will be produced if requested).

m. For income producing property, the itemized income and expense statements from the property for the previous three years;

NOT APPLICABLE

Nichole Camac
West Valley City
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May 17, 2016

n. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and

See the Title Report attached hereto as Exhibit 1.

Based on the foregoing, the City should review and reconsider the Rezoning and restore the previous zone or otherwise remedy the unilateral and unwarranted taking. We look forward to your prompt hearing and decision of this review. Please contact me if you have any questions.

Regards,



Matthew L. Anderson

MLA/mab

Enclosures

cc: Brandon Hill, Esq. (Brandon.hill@wvc-ut.gov)
Attorney, West Valley City

Exhibit 1

POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
(a) A defect in the Title caused by
(i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
(ii) failure of any person or Entity to have authorized a transfer or conveyance;
(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
(iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
(v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
(vii) a defective judicial or administrative proceeding.
(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(a) the occupancy, use, or enjoyment of the Land;
(b) the character, dimensions, or location of any improvement erected on the Land;
(c) the subdivision of land; or
(d) environmental protection
if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Handwritten signature of Mark C. Day

Title West Title Company
2735 E. Parley's Way, Ste 207
Salt Lake City, UT 84109
Agent ID: 440064



Handwritten signature of Senior Chairman of the Board

Senior Chairman of the Board

Handwritten signature of Malcolm Shonier

Chairman of the Board

Handwritten signature of Michael Scallia

President



If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.stewart.com.



COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does

not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 56722

Policy No.: O-9301-001931853

Address Reference: App 5300 West Lake Park Boulevard, West Valley, UT
(For Company Reference Purposes Only)

Amount of Insurance: \$7,275,043.75

Premium: \$8,436.00

Date of Policy: January 13, 2011 at 1:49pm

1. Name of Insured:

Board of Education of Granite School District, a body corporate and politic of the State of Utah

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Board of Education of Granite School District, a body corporate and politic of the State of Utah

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

LEGAL DESCRIPTION

The property referred to in this Commitment is situated in the County of Salt Lake, in the State of Utah.

A parcel of land situate in the S1/2 of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian in Salt Lake County, Utah. The boundaries of said parcel are more particularly described as follows:

Beginning at the intersection of northerly right of way line of Lake Park Boulevard as described in the Lake Park Boulevard Extension and Lake Parcel Subdivision according to the official plat of record at the office of the Salt Lake County Recorder in Book 2008P at Page 34 and the proposed easterly right of way line of the proposed 5370 West Street, said intersection is 1523.59 feet N.89°48'42"E. along the southerly section line and 522.46 feet N.00°06'42"E. from the Southwest Corner of said Section 24 (Note: The Basis of Bearing is N.89°48'42"E. along the southerly section line between the found monuments representing the Southwest Corner and the South Quarter Corner of said Section 24), and running thence along said proposed easterly right of way line of the proposed 5370 West Street the following five (5) courses: 1) N.00°06'42"E. 307.26 feet to the beginning of a 500.00-foot radius curve to the right, 2) northerly along the arc of said curve 79.30 feet through a delta of 09°05'15" (Note: chord to said curve bears N.04°39'20"E. for a distance of 79.22 feet), 3) N.09°11'57"E. 123.17 feet to the beginning of a 500.00-foot radius curve to the left, 4) northerly along the arc of said curve 79.30 feet through a delta of 09°05'15" (Note: chord to said curve bears N.04°39'20"E. for a distance of 79.22 feet), and 5) N.00°06'42"E. 104.77 feet to the southwest corner of the Granger Hunter Improvement District Parcel described in that certain Quit Claim Deed recorded in Book 7922 at Page 113 in the office of the Salt Lake County Recorder; thence East 150.00 feet along the south boundary line of said Granger Hunter Improvement District Parcel to the southeast corner of said parcel; thence N.00°06'42"E. 150.00 feet along the easterly boundary line of said Granger Hunter Improvement District Parcel to the southerly line of the Riter Canal described in that certain Quit Claim Deed recorded in Book 7322 at Page 866 in the office of the Salt Lake County Recorder; thence along said southerly line the following two (2) courses: 1) S.79°56'11"E. 89.61 feet and 2) S.78°48'11"E. 65.24 feet; thence N.11°11'49"E. 4.42 feet to a point on the back of an existing concrete wall; thence along the back of said wall the following forty-three (43) courses: 1) S.80°49'45"E. 51.71 feet, 2) S.82°46'36"E. 64.11 feet to the beginning of a 1520.00-foot radius curve to the left, 3) easterly along the arc of said curve 113.07 feet through a delta of 04°15'43" (Note: chord to said curve bears S.84°54'28"E. for a distance of 113.04 feet), 4) S.87°02'19"E. 160.86 feet, 5) S.86°29'57"E. 162.80 feet, 6) S.82°04'43"E. 45.24 feet, 7) S.83°16'34"E. 52.78 feet to the beginning of a 470.17-foot radius non-tangent curve to the left (Note: center bears N.07°37'24"E.), 8) easterly along the arc of said curve 29.78 feet through a delta of 03°37'45" (Note: chord to said curve bears S.84°11'29"E. for a distance of 29.78 feet) to a point of compound curvature to the left having a radius of 3589.24 feet, 9) easterly along the arc of said curve 37.12 feet through a delta of 00°35'33" (Note: chord to said curve bears S.86°18'08"E. for a distance of 37.12 feet), 10) S.86°35'54"E. 19.12 feet to the beginning of a 1149.00-foot radius curve to the left, 11) easterly along the arc of said curve 61.96 feet through a delta of 03°05'22" (Note: chord to said curve bears S.88°08'35"E. for a distance of 61.95 feet) to a point of compound curvature to the left having a radius of 2566.99 feet, 12) easterly along the arc of said curve 54.93 feet through a delta of 01°13'34" (Note: chord to said curve bears N.89°41'57"E. for a distance of 54.93 feet) to a point of reverse curvature to the right having a radius of 3653.00 feet, 13) easterly along the arc of said curve 6.15 feet through a delta of 00°05'47" (Note: chord to said curve bears N.89°08'04"E. for a distance of 6.15 feet) to a point of reverse curvature to the left having a radius of 1835.97 feet, 14) easterly along the arc of said curve 18.77 feet through a delta of 00°35'09" (Note: chord to said curve bears N.88°53'23"E. for a distance of 18.77 feet) to a point of compound curvature to the left having a radius of 359.00 feet, 15) easterly along the arc of said curve 10.52 feet through a delta of 01°40'45" (Note: chord to said curve bears N.87°45'26"E. for a distance of 10.52 feet) to a point of reverse curvature to the right having a radius of 1119.00 feet, 16) easterly along the arc of said curve 95.16 feet through a delta of 04°

52'21" (Note: chord to said curve bears N.89°21'14"E. for a distance of 95.13 feet), 17) S.88°12'36"E. 39.28 feet, 18) S.86°58'59" E. 70.46 feet to the beginning of a 87.00-foot radius curve to the right, 19) southeasterly along the arc of said curve 113.44 feet through a delta of 74°42'28" (Note: chord to said curve bears S.49°37'45"E. for a distance of 105.57 feet) 20) S.12°16'31"E. 20.67 feet to the beginning of a 293.50-foot radius curve to the left, 21) southerly along the arc of said curve 30.04 feet through a delta of 05°51'54" (Note: chord to said curve bears S.15°12'28"E. for a distance of 30.03 feet), 22) S.18°08'25"E. 26.70 feet to the beginning of a 100.00-foot radius curve to the left, 23) southerly along the arc of said curve 9.36 feet through a delta of 05°21'44" (Note: chord to said curve bears S.20°49'17"E. for a distance of 9.36 feet) 24) S.23°30'09"E. 18.73 feet to the beginning of a 247.00-foot radius curve to the left, 25) southeasterly along the arc of said curve 21.68 feet through a delta of 05°01'46" (Note: chord to said curve bears S.26°01'02"E. for a distance of 21.67 feet) to a point of reverse curvature to the right having a radius of 5814.00 feet, 26) southeasterly along the arc of said curve 27.31 feet through a delta of 00°16'09" (Note: chord to said curve bears S.28°23'51"E. for a distance of 27.31 feet) to a point of reverse curvature to the left having a radius of 113.00 feet, 27) southeasterly along the arc of said curve 5.00 feet through a delta of 02°32'09" (Note: chord to said curve bears S.29°31'51"E. for a distance of 5.00 feet) to a point of compound curvature to the left having a radius of 465.64 feet, 28) southeasterly along the arc of said curve 197.97 feet through a delta of 24°21'34" (Note: chord to said curve bears S.42°58'42"E. for a distance of 196.48 feet) to a point of compound curvature to the left having a radius of 15.00 feet, 29) southeasterly along the arc of said curve 1.13 feet through a delta of 04°18'29" (Note: chord to said curve bears S.57°18'44"E. for a distance of 1.13 feet), 30) S.59°27'58"E. 33.39 feet, 31) S.39°48'05"E. 90.69 feet; thence S.35°18'35"E. 19.52 feet to the beginning of a 67.65-foot radius non-tangent curve to the right (Note: center bears S.51°20'28"W.), 32) southeasterly along the arc of said curve 20.23 feet through a delta of 17°07'56" (Note: chord to said curve bears S.30°05'34"E. for a distance of 20.15 feet) to a point of compound curvature to the right having a radius of 34.00 feet, 33) southerly along the arc of said curve 18.62 feet through a delta of 31°22'28" (Note: chord to said curve bears S.05°50'22"E. for a distance of 18.39 feet) to a point of reverse curvature to the left having a radius of 154.00 feet, 34) southerly along the arc of said curve 14.42 feet through a delta of 05°21'57" (Note: chord to said curve bears S.07°09'54"W. for a distance of 14.42 feet) to a point of reverse curvature to the right having a radius of 27.50 feet, 35) southerly along the arc of said curve 15.07 feet through a delta of 31°23'40" (Note: chord to said curve bears S.20°10'45"W. for a distance of 14.88 feet) to a point of reverse curvature to the left having a radius of 210.77 feet, 36) southwesterly along the arc of said curve 39.64 feet through a delta of 10°46'33" (Note: chord to said curve bears S.30°29'19"W. for a distance of 39.58 feet) to a point of compound curvature to the left having a radius of 57.00 feet, 37) southerly along the arc of said curve 56.61 feet through a delta of 56°54'10" (Note: chord to said curve bears S.03°21'03"E. for a distance of 54.31 feet) to a point of compound curvature to the left having a radius of 110.00 feet, 38) southeasterly along the arc of said curve 35.69 feet through a delta of 18°35'29" (Note: chord to said curve bears S.41°05'53"E. for a distance of 35.54 feet) to a point of reverse curvature to the right having a radius of 140.00 feet, 39) southeasterly along the arc of said curve 73.70 feet through a delta of 30°09'46" (Note: chord to said curve bears S.35°18'44"E. for a distance of 72.85 feet), 40) S.20°13'51"E. 20.43 feet, 41) S.14°49'14"E. 27.09 feet, 42) S.29°48'34"E. 6.50 feet, and 43) S.10°26'31"E. 8.23 feet to said northerly right of way line of Lake Park Boulevard; thence along said northerly right of way line the following seven (7) courses: 1) S.76°12'51"W. 64.98 feet to the beginning of 41.50-foot radius curve to the right, 2) westerly along the arc of said curve 41.84 feet through a delta of 57°46'04" (Note: chord to said curve bears N.74°54'07"W. for a distance of 40.09 feet), 3) N.46°01'05"W. 69.22 feet to the beginning of a 125.00-foot radius curve to the left, 4) westerly along the arc of said curve 120.47 feet through a delta of 55°13'17" (Note: chord to said curve bears N.73°37'44"W. for a distance of 115.87 feet), 5) S.78°45'38"W. 309.43 feet to the beginning of a 176.50-foot radius curve to the right, 6) westerly along the arc of said curve 34.62 feet through a delta of 11°14'22" (Note: chord to said curve bears S.84°22'49"W. for a distance of 34.57 feet), and 7) West 1268.51 feet to the point of beginning.

he following is shown for information purposes only: part of 14-24-351-013 part of 14-24-376-004

SCHEDULE B

File No.: 56722

Policy No.: O-9301-001931853

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes for the year 2011, now accruing but not yet due and payable. Tax ID / Parcel No. part of 14-24-351-013. (2010 taxes were paid \$16.25)
8. Taxes for the year 2011, now accruing but not yet due and payable. Tax ID / Parcel No. part of 14-24-376-004. (2010 taxes were paid \$1.40)
9. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated January 30, 2009 , and recorded April 27, 2009, as Entry No. 10683624, in Book 9714, at Page 1479, of Official Records, which, in part, provides for the right of Salt Lake Salt Lake County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
10. Said property is included within the boundaries of West Valley City, and is subject to the charges and assessments thereof. Said property is included within the boundaries of Granger-Hunter Improvement District, and is subject to the charges and assessments thereof. Paid Current.
11. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
Recorded: December 14, 1979
Entry No.: 3377924
Book/Page: 5006/709

SCHEDULE B

12. Easement and conditions contained therein:
Grantor: Kennecott Corporation, a corporation
Grantee: The Mountain States Telephone and Telegraph Company, a Colorado corporation
Dated: December 19, 1985
Recorded: January 14, 1986
Entry No.: 4188550
Book/Page: 5727/537
(Exact location not disclosed)

13. Excepting and reserving to grantor all water rights and oil, gas and mineral rights in that certain Special Warranty Deed between Property Reserve, Inc., a Utah non-profit corporation and Zions Securities Corporation, a Utah corporation and the terms, conditions and limitations contained therein:
Recorded: October 16, 2008
Entry No.: 10543053
Book/Page: 9651/8243

14. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in instrument:
Recorded: October 6, 2006
Entry No: 9868362
Book/Page: 9362/804

Amendment to said Covenants:
Recorded: September 21, 2007
Entry No.: 10229748
Book/Page: 9518/149

Assignment of Declarant's Rights to said Covenants:
Recorded: December 29, 2009
Entry No.: 10869040
Book/Page: 9792/7969

Amendment to said Covenants:
Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115952
Book/Page: 9898/2381

15. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
Recorded: January 10, 2011
Entry No.: 11113732
Book/Page: 9897/3988

16. Declaration of Storm Drain Easement and the terms and conditions contained therein:
Grantor: Suburban Land Reserve, Inc., a Utah corporation

SCHEDULE B

Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115951
Book/Page: 9898/2375

17. Declaration of Restrictive Covenant and the terms and conditions contained therein:
Declarant: Suburban Land Reserve, Inc. a Utah corporation
Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115953
Book/Page: 9898/2390
18. Declaration of Easements and the terms and conditions contained therein:
Grantor: Suburban Land Reserve, Inc. a Utah corporation
Dated: January 12, 2011
Recorded: January 13, 2011
Entry No.: 11115954
Book/Page: 9898/2397
19. Reservations contained in that certain Special Warranty Deed and the terms, conditions and limitations contained therein:
Recorded: January 13, 2011
Entry No.: 11115955
Book/Page: 9898/2409

ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-001931853
ISSUED BY



File No.: 56722

Charge: \$50.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Meridian Engineering, Inc. dated December 16, 2010, and designated Job No. 10057.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: January 13, 2011

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:



Title West Title Company
2735 E. Parley's Way, Ste 207
Salt Lake City, UT 84109
Agent ID: 440064



Senior Chairman of the Board

Chairman of the Board

President

Endorsement
Serial No.

E-9388-001931853

ENDORSEMENT
ATTACHED TO AND MADE A PART OF POLICY OF TITLE INSURANCE
SERIAL NUMBER O-9301-001931853
Stewart Title Guaranty Company
HEREIN CALLED THE COMPANY

Order Number: 56722

Charge: \$1,356.00

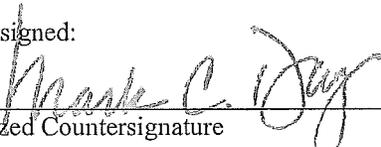
The Company hereby insures the insured against loss of title by reason of a final decree of a court of competent jurisdiction which compel the removal of any portion of the improvements on the Land which encroach upon said easements shown as Exception No. 12 on Schedule B Part I.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Stewart Title Guaranty Company

Countersigned:



Authorized Countersignature

Title West Title Company
2735 E. Parleys Way, #201
Salt Lake City, UT 84109
(801) 485-1600

Exhibit 2

Date: 5-16-16

CBRE Inc.
 222 South Main Street
 4th Floor
 Salt Lake City, Utah 84101
 (801) 869-8000

Broker Opinion of Value

Asset Name:	Granite School District	Asset ID:	Lake Park 28.95 Acres
Address	5200 W Lake Park Blvd.	Property Type:	M to A-2 Zone
	West Valley City, Utah	Tax Assessed Value 2015	
		Land In Acres:	28.95 Acres
BOV M-Zone	\$283,000/Acre	BOV A-2 Zone	\$137,000/Acre

Broker Section:

1. Physical and Geographical attributes of property:

Excellent property located within Lake Park Development with a historic M zoning within West Valley City. This BOV will show through the sale of comparable properties, that downzoning the property from manufacturing to agricultural has decreased the value of the property. Downzoning this property also affects the length and ease of entitling and developing the property, which ultimately affects the price a developer will pay.

2. Market conditions for this property:

The market conditions are strong for developable Business Park and Light Industrial properties in Salt Lake County, and specifically within the Lake Park Development. By changing the zoning to A-2 Zone the potential development uses will decrease significantly and the property will not compete well in a sale scenario with the other properties within Lake Park that have the M-Zone.

3. Summary:

As you can see in the two sets of comparable properties - there is a significant drop in value in the property by taking away the commercial and manufacturing zoning. Also Granite School District paid a commercial/manufacturing price when they purchased the property, and now that they are ready to sell the property it has been downzoned to agricultural. Over the past year of marketing the property we have shown the property to a number of commercial developers such as assisted living developers and a car dealership, all of these uses are now excluded in the A-2 zone. There have been no agricultural sale comparable properties due to the reality that any agricultural land owner would never

sell their property as or at agricultural prices, they would entitle it to its highest and best use and then sell or they would allow a developer to entitle it and benefit from a higher sales price.

Under a city-initiated rezone, it is reasonable that a city would change zoning according to their general plan. In the case of the subject property, it is designated as a “community use”. There is no corresponding zone for a community use. And as such, the General Plan severely reduces marketability of the site. The City chose a zone with the least chance for development as their “holding zone”. The holding zone does have a material impact upon value and marketability, especially as the city revised their general plan and zoning in such an expeditious manner with little or no input from property owners. The market may view these actions as hostile and uninviting.

4. Comparable Sales For Commercial/Manufacturing

	Property	Acres	Sale Date	Sold Price	Price/Acre
1	4041 West Parkway Blvd West Valley City	6 Acres	11/2015	\$2.6M	\$261,361/acre
2	4455 W Lake Park Blvd West Valley City	6.75 Acres	1/2015	\$3.0M	\$294,033/acre
3	4688 W Lake Park Blvd West Valley City	10.19 Acres	11/2015	\$3.0M	\$294,000/acre
	Average				\$283,000/acre

5. Comparable Sales For Agricultural/Residential

	Property	Acres	Sale Date	Sold Price	Price/Acre
1	3318 South 6536 West, West Valley City	5 Acres	3/2016	\$650,000	\$130,000/acre
2	3135 South 6400 West, West Valley City	2.24 Acres	1/2016	\$315,000	\$140,000/acre
3	2355 North Rose Park Lane, SLC	4.93 Acres	3/2016	\$700,000	\$141,000/acre
	Average				\$137,000/acre

Prepared by:	Patrick Juhlin
Title:	Senior Associate Land Services Group
CB Office:	Salt Lake City
Phone:	801.869.8040
Signature of Preparer:	

This is an opinion of value or a comparative market analysis and should not be considered an appraisal. In making any decision that relies upon the broker opinion of value by CB Richard Ellis, you should know that the guidelines for development of an appraisal or analysis contained in the uniform standards of professional appraisal practice of the appraisal foundation have not been followed.

This Broker Opinion of Value is based upon the limited information obtained from the client and is for their use. While we do not doubt its accuracy, we have not verified the information and make no guarantee, warranty or representation about it. It is the responsibility of the recipient of this information to independently confirm its accuracy and completeness. This information should not be ruled upon without a careful and independent investigation.

Exhibit 3

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN

SUBURBAN LAND RESERVE, INC.,
a Utah corporation
(SELLER)

AND

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT,
a body corporate and politic of the State of Utah
(BUYER)

Dated: December 22, 2010

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EXHIBITS

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this ___ day of December, 2010, by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Seller"), and the **BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT**, a body corporate and politic of the State of Utah ("Buyer"), in contemplation of the following facts and circumstances:

A. Seller is the owner/contract buyer of real property covering approximately 330 acres in West Valley City, Utah (the "City"), which Seller is developing as Highbury Commons at Lake Park, a mixed-use development (the "Development").

B. The Development is or will be subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, dated September 26, 2006, and recorded with the Salt Lake County Recorder, State of Utah (the "Official Records"), on October 6, 2006, as Entry No. 9868362 in Book 9362 beginning at Page 804, as such declaration may have been amended and supplemented as evidenced in the Official Records (collectively as supplemented and amended, the "Declaration").

C. The Development includes approximately 29.045 acres located north of Lake Park Boulevard at approximately 5300 West, West Valley City, Utah (the "Land") which is generally shown as the "School Parcel Overall" on the diagram attached hereto as Exhibit "A", which Buyer intends to develop as a public school that will complement and integrate with Seller's development of the remainder of the Development.

D. Buyer desires to acquire the Land, upon the terms and conditions set forth in this Agreement.

E. Seller requires that the development of the Land complement and integrate well with the Development and be consistent with the standards of development set by Seller.

F. Seller and Buyer desire to set forth in writing the conditions and terms upon which the Land will be acquired and the procedures whereby a plan for the development of the Land, including the construction of buildings, parking, landscaping and other improvements (collectively, the "Project Improvements"), can be prepared and approved by both parties.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as part of the agreement of the parties, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

Note: A term appearing initially in quotation marks which is not there defined denotes that it is a defined term, but that its definition will appear later in the text.

1. Purchase and Sale. Upon all the terms and conditions contained herein, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer all of the Land. The legal description for the Land shall be approved by the parties prior to the "Closing" based upon the "Survey" of the Land to be prepared as required by Section 8.1.1 below. The Land shall be conveyed to Buyer together with all rights, privileges, easements, rights of way and other appurtenances thereto, excluding, however, all water rights, minerals and mineral rights. The Land and all easement and other rights to be sold and purchased shall be collectively referred to herein as the "Property."

1.1. Subdivision Approval. The Land shall be conveyed to Buyer as a legal parcel using a metes and bounds description shown on a metes and bounds subdivision map approved by the City and filed with the Salt Lake County Surveyor in accordance with applicable ordinances of the City.

1.2. Special Warranty Deed. The conveyance of the Property from Seller to Buyer shall be by special warranty deed in form and content reasonably acceptable to Seller and Buyer (the "Deed").

2. Development of the Property. The development of the Property and the construction of the Project Improvements shall proceed in accordance with the provisions of this section.

2.1. Development Plan. Prior to the commencement of construction of any Project Improvements on or affecting the Property, Buyer shall, at its sole cost and expense, cause to be prepared and submitted to Seller, specific plans for the proposed development of the Property and the construction of its Project Improvements. The proposed plans shall show the overall development of the Property with the location of all Project Improvements, including the buildings, utilities, landscaping, parking and open space areas, and the plans for the exterior design of buildings, exterior elevations, designation of proposed construction materials and colors, and general landscaping plans. No Project Improvements of any kind shall be constructed without Seller's approval of the proposed plans.

2.1.1. Seller's Review. Within ten (10) business days of the submission of proposed development plans, Seller shall provide notice of its approval or disapproval. In the event that Seller shall not approve of the proposed plans as submitted, Seller's notice of disapproval shall specifically set forth Seller's objections to the proposed plans. Seller and Buyer shall cooperate in the preparation and review of proposed plans on a priority basis until both parties approve a plan for the overall development of the Property and the construction of the Project Improvements. In the event that Seller shall fail to respond within said ten (10) business days, Buyer shall have the right to resubmit the applicable proposed plan(s). Such resubmission shall be hand delivered personally to the person that is then the President of Seller and include a written notice in all capital letters (minimum 14 point font) stating that failure of Seller to respond within five (5) business days of Seller's actual receipt of the resubmission shall be deemed to be Seller's approval of the proposed plan(s) enclosed. In the event that Seller shall fail to respond to such resubmission within said five (5) business days, the resubmitted plan(s) shall be deemed approved. Seller and Buyer shall work cooperatively until development plans are acceptable to both parties. The approved plans, which shall include a final site plan, shall be referred to herein as the "Development Plans."

2.1.2. Approval Standards. It is understood that should Buyer elect to obtain approval of the Development Plans from the City, further review by Seller shall only occur if there are material changes caused by reason of the City's review. Buyer acknowledges that Seller's standards are more stringent than City standards and standards that Buyer may have applied to other school facilities owned or constructed by Buyer in other locations. Buyer agrees that the Property is being sold to Buyer in reliance upon Buyer's agreement that the Project Improvements shall be designed and constructed in accordance with standards consistent with standards being applied throughout the Development even

though less stringent standards may be legally acceptable. Seller agrees to work with Buyer in the approval of development plans in recognition that improvements constructed for school purposes must meet certain requirements that may not be applicable to other improvements constructed in the Development. Seller and Buyer shall work cooperatively so that the standards of the Development are maintained while permitting Buyer to construct its Project Improvements as required to meet design and safety requirements applicable to its school facilities, as such facilities are upgraded for construction in the Development.

2.2. Allocation of Costs. Buyer shall pay the costs and expenses which shall be incurred in the preparation of the Development Plans. Seller shall pay costs and expenses incurred by Seller in review of same.

3. Specific Development Issues. Certain specific requirements are connected with the acquisition and development of the Property, including specific issues set forth in this section. This section sets forth selected issues and should not be construed to constitute a comprehensive list of all issues that must be addressed in the course of the development of the Property.

3.1. Declaration. All property within the Development, including the Property, shall be subject to the terms and conditions of the Declaration. A copy of the Declaration shall be included in documents delivered by the "Title Company." In the event Buyer has not approved the Declaration prior to the Property Approval Deadline, Buyer may elect to terminate this Agreement in accordance with the procedures and provisions of Section 8.3.

3.2. No Assessments. The Declaration provides for the payment of costs and expenses which shall be incurred for the maintenance of common areas and amenities to be included within the Development and procedures for architectural approval of improvements to be constructed on the Land. At Closing, the Declaration shall be applicable to the Property; provided, however, that the Declaration shall provide that so long as the Property shall be used as either (i) a public school, funded by generally assessed taxes, or (ii) a stand-alone educational facility used to provide religious education to students attending public education facilities which are part of the Project Improvements, no assessments shall be levied against the Land under the provisions of the Declaration. Other provisions of the Declaration shall be applicable to the Property. A provision which provides for the waiver of assessments upon satisfaction of such terms and conditions which is acceptable in form to Seller and Buyer and which shall be included in an amendment/supplement to the Declaration to be recorded at Closing, is attached hereto as Exhibit "B."

3.3. Walkway Easement. The easterly and northerly boundaries of the Land shall be subject to a non-exclusive easement for the existence and maintenance of a walkway and landscaping within the easement. The exact dimensions of the easement shall be determined prior to the Closing and shall be set forth on the Survey to be prepared pursuant to this Agreement. The easement shall extend from the interior edge of the existing sidewalk (on the westerly or southerly edge, as applicable) to the boundary of the Land. In the northwest corner of the Land where no sidewalk presently exists, the easement shall be of similar width to other locations along the northerly boundary of the Land. The easement described in this section shall be located as generally depicted on Exhibit "C" attached hereto and shall be referred to herein as the "Walkway Easement." The Walkway Easement shall be reserved and granted for the same use as other walkways within the Development as set forth in the Declaration.

3.4. Storm Drainage Easement. The northwesterly corner of the Land shall be subject to an easement for the construction and maintenance of an underground pipeline for storm water drainage. The exact dimensions of the easement shall be determined prior to the Closing. The easement shall be

generally located as generally depicted on Exhibit "D" attached hereto. Said easement shall provide for a fifteen (15) foot wide permanent easement and a temporary thirty (30) foot construction easement.

3.5. Maintenance of Property. In addition to Buyer's obligation to maintain the Property, at Closing, Buyer shall maintain, at Buyer's sole cost and expense, all real property, improvements, including the sidewalk, and landscaping that is (i) within the Walkway Easement, and (ii) on real property which is contiguous with the Property as described in the next sentence without regard to whether such property may be owned by Seller, the City or the association of owners at Highbury Commons (the "Maintained Property"). The Maintained Property along Lake Park Boulevard is generally depicted on Exhibit "A" attached hereto and shall be to the back of the curb where the Property abuts either Lake Park Boulevard or the "Boundary Road," as herein defined. The Maintained Property along the waterways is the same area as the Walkway Easement generally depicted on Exhibit "B" attached hereto and shall be to the edge of real property owned by the City (or Granger Hunter Improvement District, where applicable) where the Property abuts a waterway or canal. Buyer's obligation to maintain the Maintained Property shall include the maintenance and replacement of sidewalks and walkways, landscaping already located on either the Maintained Property (which is the Maintained Property contiguous with Lake Park Boulevard), sprinkling or other irrigations systems required for watering of landscaping, replacement of plants and other landscaping to maintain landscaping standards in the Development, the installation of sprinkling systems and landscaping on portions of the Maintained Property not landscaped as of the date of Closing (which includes Walkway Easement north of Lake Park Boulevard and land which will be contiguous with the Boundary Road) and snow removal on all sidewalks and walkways located on the Maintained Property.

3.6. Plan Approval Under Declaration. Any and all Project Improvements constructed upon the Property shall be subject to the review and approval of the Design Review Board in accordance with procedures set forth in the Declaration. Subsequent improvements to the Property, including changes to the exterior appearance of the building located on the Property, shall be subject to the Declaration. Architectural review procedures set forth in the Declaration are not applicable to the interior of any Project Improvements.

3.7. Signs. The actual location and design of any signs on the Property shall be subject to the review and approval of various parties, including, without limitation, the Highbury at Lake Park Owners Company and the Design Review Board and may further be subject to applicable ordinances of the City, subject to the rights of Buyer as a public school district.

3.8. Use of Development Name. Seller acknowledges that the name of the public school to be located on the Property shall be determined by the members of the Board of Education of Buyer. To the extent acceptable to such board, in its discretion, the phrase "Highbury Commons at Lake Park" or other similar words, may be incorporated into materials which identify the public school to be constructed upon the Property. Such incorporation shall not require the formal inclusion of such phrase in any legal names for the public school, but the parties agree that the linkage of the public school and Highbury Commons at Lake Park shall be mutually beneficial.

3.9. Utilities. Prior to the Property Approval Deadline, Buyer shall determine the location, availability and capacity of existing utility services required for the development of Buyer's proposed improvements, which shall include telephone, electrical, natural gas, culinary water, sanitary sewer, and facilities to collect and distribute storm water runoff, and the conditions upon which applicable service providers, including Qwest, Rocky Mountain Power, Questar, Granger-Hunter Improvement District, and the City, shall provide service to the Property. Buyer shall be responsible to pay all costs and expenses incurred to connect to any and all such facilities, including any boring and/or trenching required to access utility lines at the location installed within the right-of-way or easements adjacent to

said right-of-way lines, and any transformers, switches, power lines, or junction boxes required to provide electrical service to the Property. Seller shall have no responsibility for the actual construction or installation of any utility services to service the Property, and shall have no duty to incur any costs or expenses by reason of any installation policies of service providers which may exist on or after the date of this Agreement.

3.10. Approved Use. Buyer agrees that the Property shall be developed and used only as a public school, which may include such facilities as are traditionally associated with a public school, such as parking facilities and recreation areas (the "Approved Use"). Without limiting the restrictions imposed by the Approved Use, the Approved Use shall not include facilities that are not directly related to the day to day operation of the educational/teaching elements of a public school, such as a warehouse, garage, transportation, maintenance, kitchen or other facilities intended to service schools other than the school located on the Property. Buyer acknowledges and agrees that a restrictive covenant, in the form attached hereto as Exhibit "D" (the "Restrictive Covenant"), shall be recorded against the Property at Closing. The Restrictive Covenant shall be enforceable by Seller and its successors in interest and other owners of real property within the Development, and shall provide that the Property shall be used only for the Approved Use. No other use of the Property shall be permitted without the express prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. The Restrictive Covenant shall be a covenant running with the land, and so long as the Restrictive Covenant shall remain in effect, Buyer shall not be permitted to sell the Property to any other party for any use other than the Approved Use.

3.11. West Boundary Road for Property. The western boundary of the Property shall be along a proposed road designated on Exhibit A as the "Boundary Road." Any reference to the Boundary Road as used in this Agreement shall refer to that portion of such road which is contiguous with the west boundary of the Land beginning at Lake Park Boulevard and ending at the northern terminus of the bridge which shall cross the Riter Canal and road improvements required to be constructed to connect the Boundary Road to the existing southern end of 5370 West. The actual location and design of the North Boundary Road shall be approved by Seller and Buyer as part of the Development Plans. Seller's obligations set forth in this Section 3.11 shall run with the land located immediately west of the location of the Boundary Road (the "West Property"). Therefore, in the event that Seller shall convey title to the West Property or a portion thereof, Seller shall have the right to assign to the purchaser of the West Property, Seller's obligations under this Section 3.11 regarding the design, construction and payment of costs related to the construction of the Boundary Road. In the event that (i) Seller shall convey title to the West Property or a portion thereof to a third party (the "West Property Owner"), (ii) Seller shall have assigned to the owner of the West Property, in writing, all rights and duties of Seller under this Section 3.11 and its subsections, (iii) the West Property Owner shall have assumed, in writing, all of Seller's rights and duties under this Section 3.11. (iv) such assignment shall specifically state that Buyer is an intended beneficiary of the provisions of such assignment, and (v) Buyer shall be delivered a fully executed original of such assignment and assumption, then from and after the date of such assignment and assumption, Seller shall have no further obligations under this Section 3.11.

3.11.1. Design and Engineering. Seller shall cause the Boundary Road to be designed and engineered and to have construction drawings prepared and approved by the City and the Buyer (the "Road Plans"). The design shall include access from the Boundary Road to the Property to facilitate access by school buses and private cars to the school grounds and building. In order to permit Seller time to complete the engineering of and obtain approval for construction of the Boundary Road, Buyer shall provide Seller with not less than one (1) year's notice of Buyer's intent to begin construction of either (i) the Boundary Road, or (ii) the Project Improvements. Within the applicable "Approval Period," as defined below, Buyer shall provide notice of its approval or disapproval. In the event that Buyer shall not approve of the proposed Road Plans as submitted, Buyer's notice of disapproval shall

specifically set forth Buyer's objections to the proposed plans. Seller and Buyer shall cooperate in the preparation and review of proposed Road Plans on a priority basis until both parties approve the Road Plans. In the event that Buyer shall fail to respond within the applicable Approval Period, Seller shall have the right to resubmit the applicable proposed plan(s). Such resubmission shall be hand delivered personally to the person that is then the Business Administrator for Buyer and include a written notice in all capital letters (minimum 14 point font) stating that failure of Buyer to respond within five (5) business days of Buyer's actual receipt of the resubmission shall be deemed to be Buyer's approval of the enclosed proposed Road Plans. In the event that Buyer shall fail to respond to such resubmission within said five (5) business days, the resubmitted plan(s) shall be deemed approved. Seller and Buyer shall work cooperatively until Road Plans are acceptable to both parties. For the initial submittal of proposed Road Plans, the "Approval Period" shall be fifteen (15) business days from the date of the initial submission to Buyer. Thereafter, the "Approval Period" shall be seven (7) business days from the date of submission of revised plans to Buyer.

3.11.2. Payment of Design Costs. Upon completion of (i) the design and engineering of the Boundary Road, (ii) the preparation of the Road Plans sufficient for construction, and (iii) the approval of the Road Plans by the City, Buyer shall reimburse Seller for (50%) of the actual costs and expenses incurred by Seller to complete such requirements. Such reimbursement shall be paid within thirty (30) days of Buyer's receipt of a written statement requesting payment of same. Upon its request, Buyer shall be entitled to receive a copy of any and all documents which shall evidence amounts requested to be paid pursuant to such statement. Amounts not paid within said thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum from the date due until paid.

3.11.3. Construction. The party which shall first need the Boundary Road to be completed and available for use (the "Constructing Party") shall be responsible to cause the Boundary Road to be constructed, subject to partial reimbursement as set forth below. Once commenced, the Constructing Party shall diligently prosecute the construction of the Boundary Road to completion.

3.11.4. Construction Costs. The Constructing Party shall pay any and all costs and expenses which are incurred for such construction as same shall become due such that the land upon which the Boundary Road shall be located shall remain free of any mechanics lien or any other lien for non-payment of construction costs. In the event that the Constructing Party is not the owner of the land upon which the Boundary Road shall be located, the Constructing Party shall indemnify and hold such owner harmless from any and all claims, including attorneys fees and costs, which may be incurred by such owner by reason of the construction of the Boundary Road. Prior to the start of the construction of the Boundary Road, the Constructing Party shall deliver to the other party a copy of the engineer's estimate of the total cost of the construction of the Boundary Road and a copy of the final approved construction contract. Any and all costs and expenses which shall be incurred in the construction of the Boundary Road, including specifically, but without limitation, costs of permits, bonds, or other amounts required to be paid to or deposited with the City as a condition of such construction, shall be included as "Construction Costs;" provided, however, that neither party shall be entitled to include any overhead or supervisory costs as part of the Construction Costs. Upon completion of construction and acceptance of such construction of the Boundary Road by the City, the Constructing Party shall deliver to the other party, a copy of documents which evidence the actual Construction Costs for the Boundary Road and a statement summarizing the total Construction Costs for the Boundary Road. The other party shall approve or disapprove of such Construction Costs within ten (15) business days of its receipt of such documents. Upon approval and not later than thirty (30) days after its receipt of such documents, the party which is not the Constructing Party shall pay to the Constructing Party fifty percent (50%) of the Construction Costs. Amounts not paid within said thirty (30) days shall accrue interest at the rate of ten percent (10%) per annum from the date due until paid.

3.11.5. Dedication of Boundary Road. Seller and Buyer shall cooperate to dedicate the Boundary Road to the City. In the event such dedication is not required, Buyer shall be granted and there shall be recorded in favor of Buyer, a non-exclusive easement for ingress and egress over the Boundary Road. Such easement shall provide that Buyer shall pay its proportionate share of the cost of maintaining such road.

3.11.6. Warranty Obligations. The Constructing Party shall be responsible for any warranty obligations imposed by the City with respect to the construction of the Boundary Road and its dedication as a public street. To the extent that the Constructing Party shall be required to pay any costs or expenses in repairing the Boundary Road by reason of such warranty obligations, such costs and expenses shall be paid by the Constructing Party and subject to partial reimbursement as provided in Section 3.11.4 above.

3.11.7. Survival. As set forth in Section 22 below, the provisions of Section 3.11 and its subsections shall survive Closing and the delivery of the Deed.

4. Purchase Price. The total "Purchase Price" for the Property shall be calculated by multiplying Five and 75/100 Dollars (\$5.75) (the "Square Foot Price") times the total number of gross square feet located within the perimeter description of the Property as determined by the "Survey." An estimated Purchase Price, based on 1,265,225 square feet (which is approximately 29.045 gross acres), would be Seven Million Two Hundred Seventy-five Thousand Forty-three and 75/100s Dollars (\$7,275,043.75) ($1,265,225 \times \$5.75 = \$7,275,043.75$). The actual Purchase Price for Closing shall be calculated using the legal description set forth on the Survey.

5. Escrow Instructions. This Agreement shall also constitute instructions to Title West Title Company, Attn: Mark C. Day, through its office located at 2735 East Parleys Way, Suite 201, Salt Lake City, Utah 84109, or another Escrow Agent designated by Seller in its sole discretion (the "Escrow Agent"). In addition, the parties agree to execute and deliver to Escrow Agent such other reasonable or customary supplemental escrow instructions or other instruments as may be reasonably required by Escrow Agent or by the parties in order to consummate the sale described herein. No provision of any supplemental escrow instructions shall amend or supersede any portion of this Agreement unless such supplemental instructions are executed by both Seller and Buyer. To the extent of any inconsistency between the provisions of such supplemental escrow instructions and the provisions of this Agreement, unless specifically otherwise stated, the provisions of this Agreement shall control. By opening escrow, Escrow Agent certifies that Escrow Agent is licensed to perform the services contemplated by this Agreement in the manner required by applicable law.

5.1. Opening of Escrow. Within three (3) business days after Seller's receipt of three (3) fully executed, counterpart originals of this Agreement, Seller shall cause an executed original of this Agreement to be delivered to Escrow Agent and Buyer, and Escrow Agent shall open an escrow account ("Escrow") for the transaction contemplated by this Agreement.

5.2. Deposit. Within three (3) business days of the opening of Escrow, Buyer shall deposit with Escrow Agent the sum of Fifty Thousand Dollars (\$50,000.00) (the "Deposit"). Escrow Agent shall deposit the Deposit in an FDIC-insured, interest-bearing account selected by Escrow Agent, with all interest accruing thereon to be paid to Buyer on demand, or at Buyer's election, credited to the Purchase Price at Closing. The term "Deposit" shall include the Deposit and any and all interest which may accrue thereon in accordance with the agreement of account governing the deposit of such funds. The Deposit shall be credited in full to the Purchase Price at the Closing, subject, however, to being disbursed to Seller or returned to Buyer, as specifically provided herein. The Deposit shall be held, applied or refunded only as set forth in this Agreement.

5.3. Tax Reporting Person. In order to comply with applicable provisions of the Internal Revenue Code, Escrow Agent is hereby designated as the "person responsible for closing the transaction" and also as the "reporting person" for purposes of filing any required information returns with the Internal Revenue Service concerning this transaction.

6. Closing of Escrow. "Closing" shall be deemed to have occurred upon the recording of the Deed. The date upon which Closing shall occur shall be referred to herein as the "Closing Date."

6.1. Closing Deadline. The Closing Date shall be not later than Wednesday, January 12, 2011.

6.2. Cash at Closing. At Closing, Buyer shall deposit with Escrow Agent an amount which, when added to the Deposit, shall equal the Purchase Price of the Property, plus any other closing costs and prorations chargeable to Buyer in accordance with the provisions of this Agreement. Such deposit shall be made in cash, by wire transfer or another method which will provide that Escrow Agent shall have in its possession on the Closing Date funds available for immediate disbursement in accordance with applicable laws and regulations. At Closing, the Purchase Price shall be disbursed to Seller, except that Escrow Agent is instructed to deduct from Seller's proceeds, prior to disbursement to Seller, the closing costs and prorations chargeable to Seller in accordance with the terms of this Agreement.

7. Costs and Prorations. Escrow Agent is hereby instructed to allocate costs and expenses which shall be incurred at Closing and to make prorations as set forth in this section.

7.1. Escrow and Closing Fees. The parties agree that Buyer and Seller shall each shall pay one-half (1/2) of the escrow and closing fees charged by Escrow Agent.

7.2. Seller Title Fees. Seller shall bear the cost of the premium for a standard coverage ALTA owner's policy of title insurance in the amount of the Purchase Price. In the event Buyer shall elect to obtain an extended coverage ALTA owner's or any other title insurance coverage other than the standard owner's policy to be provided by Seller, Buyer shall pay the additional cost thereof, together with any and all costs and expenses, including costs of any survey requirements that may be required in order to provide such coverage and which requirements are not included in the Survey in accordance with the provisions of Section 8.1.1. Buyer shall also pay the cost of all endorsements desired by Buyer. The title policy to be provided to Buyer pursuant to this section, including, if Buyer so elects, any additional extended coverage ALTA owner's or other title policy or endorsement, shall hereinafter be referred to as the "Title Policy."

7.3. Miscellaneous Costs. Seller shall pay costs and expenses incurred to release any and all monetary liens or encumbrances, except non-delinquent real property taxes and assessments against the Land. Buyer shall pay the cost of recording the Deed. Except as noted, the parties agree that Buyer and Seller shall each pay one-half (1/2) of any other escrow, recording and filing fees charged in connection with the transaction covered by this Agreement. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All other costs or expenses not otherwise provided for in this Agreement shall be allocated to or apportioned between Buyer and Seller by Escrow Agent in accordance with customary escrow practices in Salt Lake County, Utah.

7.4. Taxes and Assessments. Subject to the requirements of this section, Seller shall be responsible to pay any and all property taxes and all general and special bonds and assessments which shall accrue through the Closing Date. Municipal assessments shall be brought current, but shall not be paid in full. Nothing contained herein shall be construed to require Seller to pay any connection, impact

or other fees, deposits or assessments which may be imposed upon Buyer as a requirement for the construction or occupancy of the Project Improvements or the connection to or utilization of any utilities or other services provided to the Property by third parties. The Land is currently assessed under the Farmland Assessment Act ("Greenbelt") and is subject to the payment of rollback taxes upon conveyance. Tax prorations charged to Seller at Closing shall be computed based upon real property taxes assessed as Greenbelt without regarding to any rollback taxes. Within thirty (30) days after the Closing Date, Buyer shall execute any and all documents required by Salt Lake County to cause the Land to remain under the Greenbelt and to not commence construction of any Project Improvements for a minimum of twelve (12) months following the Closing Date. Seller and Buyer shall cooperate in the execution of any documents required to permit the Land after Closing to qualify for Greenbelt status, including a partial assignment of the lessor's interest in the agricultural lease which is now applicable to the Land. Only in the event that Salt Lake County shall reject the Land for Greenbelt status after its receipt of all documents required for approval shall Seller be responsible for the payment of any rollback taxes, which Seller shall then pay promptly. In all other circumstances, Buyer shall pay any rollback taxes, if any, assessed by Salt Lake County.

8. Property Approval Deadline. Buyer's obligation to purchase the Property shall be subject to Buyer's determination that conditions related to the Property are acceptable ("Site Contingencies"). Such contingencies, however, may be waived by Buyer as a condition precedent to Buyer's obligation to purchase the Property. Buyer's Site Contingencies shall include (i) acceptance of the status of title to and a survey of the Property ("Title Approval"), and (ii) approval of the physical condition of the Property ("Site Approval"). The Site Contingencies must be satisfied or waived, in Buyer's sole discretion, not later than the close of business on the "Property Approval Deadline," which shall be 5:00 p.m., Salt Lake City time, on January 7, 2011 (the "Property Approval Deadline").

8.1. Status of Title and Survey. Buyer shall have the sole and absolute responsibility, at its sole expense, to review any and all conditions that shall exist with respect to the title to the Property and any exceptions to such title, easements, liens or other encumbrances upon such title and any discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the Land would disclose, whether or not such matters are shown on the public record. Buyer's review of same and right to object to such conditions shall be conducted in accordance with this section.

8.1.1. Survey. Buyer shall obtain an ALTA boundary survey of Land (the "Survey") prepared by a surveyor licensed by the State of Utah which is certified to Seller, Buyer, the Title Company and such other parties as Buyer shall designate.

8.1.2. Title. Within seven (7) days of the execution of this Agreement, Seller will cause to be delivered to Buyer, a preliminary title report or commitment for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (the "Title Report"), from Title West Title Company, or such other title company as may be selected by Seller (the "Title Company"), covering all of the Land. Buyer may disapprove of any title matter shown in the Title Report in Buyer's sole and exclusive judgment. Buyer shall take title to the Property subject to the "Permitted Exceptions," which shall include: (i) matters described in this Agreement; and (ii) matters disclosed on the Survey and/or Title Report, except any such matters as Buyer expressly disapproves in writing to Seller as provided in Section 8.1.3. Buyer shall not be obligated to close the purchase of the Property unless and until the Title Company shall be unconditionally committed to deliver to Buyer, the Title Policy described in Section 7.2; provided Buyer has complied with any reasonable and customary requirements for the issuance of same.

8.1.3. Approval of Title and Survey Matters. Prior to the Property Approval Deadline, Buyer shall be responsible to determine if Buyer objects to any matters shown in the Title Report or on the Survey. In the event that Buyer shall elect to object to any matters shown in the Title Report or on the Survey, Buyer shall do so by delivering written notice of its "Title Objections" not later than five (5) days prior to the Property Approval Deadline. Failure to deliver such notice shall be deemed approval of all matters disclosed on the Title Report and Survey. Seller shall have two (2) business days following its receipt of the Title Objections to correct the Title Objections or to provide written notice to Buyer that either (i) such Title Objections will be corrected by Seller prior to Closing; or (ii) that Seller does not intend to correct such Title Objection(s). If Seller notifies Buyer it cannot or will not correct any Title Objection(s), Buyer shall have the option to either terminate this Agreement or waive the Title Objection(s) that will not be cured. Said option shall be exercised within two (2) business days after receipt of Seller's notice that Seller cannot or will not correct the Title Objections. If Buyer's Title Objections are not resolved in a manner acceptable to Buyer and Buyer is not willing to waive such objections and proceed with the Closing, Buyer shall have the right to terminate this Agreement in accordance with the provisions of Section 8.3. The matters which shall as of Closing be permitted to constitute an exception to title to the Property after the implementation of the provisions of this Section 8.1 shall be "Permitted Exceptions." Notwithstanding any other provision of this Agreement, Seller shall be required to cause any and all monetary liens or encumbrances (except non-delinquent real property taxes and municipal assessments levied in connection with Buyer's development of the Property) to be paid in full on or before the Closing Date and released as a lien or encumbrance against the Property.

8.2. Approval of Site Conditions. Seller has extensive historical documents related to the Highbury development and such documents are outdated, do not reflect current circumstances with respect to the Property, and generally do not readily provide specific information regarding the Property. Seller shall make a good faith effort to identify and deliver to Buyer documents that identify conditions that currently exist with respect to the Property, but Seller shall have no obligation to deliver to Seller any documents related to the Property or the Highbury development. Any document delivered shall be delivered without warranty or representation, express or implied as to its content, completeness or accuracy. Buyer shall have the sole and absolute responsibility, at its sole expense, to conduct such studies, evaluations, assessments, inquiries and other investigations (collectively "Investigations") of the physical condition of the Property as Buyer shall determine to be prudent and necessary prior to its acquisition of the Property. All such Investigations shall be conducted at the sole cost and expense of Buyer and shall be completed prior to the Property Approval Deadline, as same may be extended. So long as this Agreement shall remain in effect, Buyer shall have the right to enter at reasonable times upon the Property and conduct, at its sole expense, such Investigations as Buyer deems necessary or desirable to evaluate any and all conditions related to the Property, including without limitation the following: (i) surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, (ii) the existence of any contaminants or hazardous materials on or in the soil or ground water, (iii) the existence of any special environmental, archaeological, botanical, or other condition on or affecting the Property, (iv) storm water detention, right of way, road construction, and construction schedules, (v) site analysis for setbacks and other building constraints based on Buyer's preliminary development plans, (vi) availability of required utilities, including power, water, sewer, etc., (vii) traffic analysis to determine site access for emergency vehicles and projected traffic loads for intended use of the Property, and/or (viii) zoning, restrictive covenants, required permits or other municipal restrictions or requirements applicable to the Property which might impair Buyer's contemplated use thereof. Buyer shall indemnify, defend and hold Seller harmless from all damage, loss or liability, including without limitation reasonable attorneys' fees and costs of court, mechanics' and materialmen's liens or claims, or claims or assertions thereof which shall be actually incurred by Seller by reason of the Investigations, and such indemnification obligations shall survive any termination or cancellation of this Agreement.

8.3. Disapproval of Buyer's Site Contingencies. If Buyer determines, in its sole and absolute discretion, that any condition related to the Property and/or Buyer's intended development or use thereof, including the Site Contingencies, is unacceptable to Buyer, Buyer may terminate this Agreement by giving written notice to Seller and Escrow Agent prior to the Property Approval Deadline. If Buyer provides Seller with a written notice of termination in accordance with the provisions of this section, then effective as of the date of Seller's receipt of notice of termination, this Agreement shall be deemed canceled, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder, except Buyer's indemnification obligations set forth in Section 8.2. In the event of such termination, Buyer shall pay any and all cancellation charges levied by Escrow Agent or the Title Company. In the event Buyer shall fail to provide such written notice of termination, Buyer shall be deemed to have accepted all conditions related to the Property and Buyer shall have no further right to terminate this Agreement except as set forth in Section 13.5.

9. Delivery of Reports to Seller. As part of the consideration for Seller entering into this Agreement, upon any termination of this Agreement at the election of Buyer except a termination caused by the default of Seller, Buyer shall deliver to Seller, at no cost or expense to Seller, a copy of all reports generated or received by Buyer regarding the Property, including without limitation, topographical maps, engineering drawings, soils or geotechnical reports, environmental assessments, third-party economic feasibility studies which are not deemed proprietary by Buyer, site plans, master plans and appraisals. Such delivery shall include an assignment of Buyer's rights in such agreements sufficient to permit Seller to rely upon same.

10. Maintenance Obligations. During the term of the Escrow, Seller shall maintain the Property in its present condition and repair, and will not create or permit the creation of any title exceptions such as easements or liens not already of record to encumber the Property without Buyer's prior written approval, which approval shall not be unreasonably withheld. Buyer shall assume responsibility to maintain the Property after Closing. Such maintenance shall include a weed abatement program to insure weeds are less than 6" in height.

11. Property Purchase "As Is". Except for Seller's express representations, warranties and covenants specifically set forth in this Agreement, Buyer specifically acknowledges and agrees that Buyer is purchasing the Property "AS IS, WHERE IS, AND WITH ALL ITS FAULTS," in its present state and condition, and in reliance solely upon Buyer's own investigations of the Property. Buyer is specifically advised that the Land is subject to an avigation easement, including building restrictions or requirements as contemplated under West Valley City's Land Use Development and Management Act and the effect of the proximity of the Land to the Salt Lake International Airport. Neither Seller nor any agent, employee, or affiliate of Seller has made any representation, warranty or covenant, expressed or implied, which concerns the Property or which has induced Buyer to enter into or to consummate this Agreement, except as expressly set forth in this Agreement. Neither Seller nor any agent, employee, officer, director, broker, contractor or representative of Seller has made, and Seller specifically disclaims, any representation or warranty of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property or the Development, including, without limitation, any representation or warranty of condition, suitability, income potential, merchantability or fitness for a particular purpose. All representations and warranties, other than those expressly contained in this Agreement, are hereby disclaimed by Seller and waived by Buyer.

12. Specific Use; Project Improvements. As set forth in Section 3.10 above, the Land shall be used only for the construction and development of a public school and certain other related improvements. Any and all uses and Project Improvements must comply with the requirements of the 5600 West overlay zone which presently affects the Land; provided, however, that the Seller takes no position as to whether Buyer, as a public entity, is subject to such zone. The Property shall be used for

the purposes outlined above and for no other use without the express prior written consent of Seller as set forth in Section 3.10 above. Any and all Project Improvements shall be architecturally compatible with other projects planned or under construction within the Development, and such Project Improvements shall at all times be subject to architectural approval from Seller as set forth in Section 2 and any approval procedures set forth in the Declaration.

13. Conditions to Closing. The respective obligations of Seller and Buyer to complete the purchase of the Property are subject to the satisfaction or waiver of the conditions set forth below for its or their benefit at or prior to Closing.

13.1. Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property shall be subject to satisfaction or waiver of the following conditions:

13.1.1. Seller's Breach. Seller shall not be in default of any material obligation, representation or warranty under this Agreement and no event shall have occurred which would constitute a material breach of Seller's obligations, representations or warranties contained in this Agreement.

13.1.2. Deed and Other Documents. Seller shall have delivered an executed and recordable Deed sufficient to convey title to the Property and all other documents, including the Restrictive Covenant, required pursuant to this Agreement or reasonably required by Escrow Agent.

13.1.3. Title Insurance. The Title Company shall be unconditionally committed to deliver to Buyer the Title Policy, provided Buyer has complied with any reasonable and customary requirements for the issuance of same.

13.1.4. Subdivision Approval. The City shall have approved the sale of the Property under applicable subdivision ordinances of the City.

13.1.5. No Material Change. Buyer shall have satisfied itself by a final inspection of the Property that there has been no material change in the condition of the Property or any circumstance that has occurred since the Property Approval Deadline which shall materially affect the Property.

13.1.6. Transfer to Public Entity. Buyer shall have satisfied itself that Seller can transfer and convey the Property to a public entity, without conditions, restrictions, limitations, or approvals, other than those set forth herein.

13.2. Conditions to Seller's Obligations. Seller's obligation to sell the Property shall be subject to satisfaction or waiver of the following conditions:

13.2.1. Buyer's Breach. Buyer shall not be in default of any material obligation, representation or warranty under this Agreement and no event shall have occurred which would constitute a material breach of Buyer's obligations, representations or warranties contained in this Agreement.

13.2.2. Cash to Close. Buyer shall have delivered into Escrow on or before the Closing Date all cash or immediately available funds necessary to complete the Closing.

13.2.3. Subdivision Approval. The City shall have approved the sale of the applicable portion of the Property under applicable subdivision ordinances of the City.

13.3. Escrow Cancellation. Upon any cancellation or termination of this Agreement and the cancellation of Escrow by reason thereof, allocation of costs and expenses incurred in such cancellation and the refund of the Deposit shall be governed by the provisions of the section pursuant to which such cancellation or termination shall be authorized. Upon any termination, Buyer's obligation to restore the Property and to indemnify Seller, as set forth in Section 8.2 hereof, shall survive any termination or cancellation of this Agreement. In the event that this Agreement shall be canceled in accordance with any provision of this Agreement where an allocation of payment of cancellation charges has not been specifically set forth, then Seller and Buyer shall each pay one-half (1/2) of any and all title and escrow cancellation charges due to Escrow Agent or the Title Company.

13.4. Buyer's Default. IN THE EVENT ESCROW FAILS TO CLOSE BY REASON OF BUYER'S DEFAULT, THEN SELLER AGREES TO TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING WRITTEN NOTICE TO BUYER AND ESCROW AGENT, WHEREUPON ESCROW SHALL BE CANCELED AND, UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL DOCUMENTS SHALL BE RETURNED TO THE RESPECTIVE PARTIES WHO DEPOSITED THE SAME, AND BUYER SHALL PAY ALL TITLE AND ESCROW CANCELLATION CHARGES. IN ADDITION, SELLER AND BUYER AGREE THAT, BASED ON THE CIRCUMSTANCES NOW EXISTING, KNOWN OR UNKNOWN, IT WOULD BE EXCESSIVELY COSTLY AND IMPRACTICABLE TO ESTABLISH SELLER'S DAMAGES BY REASON OF BUYER'S DEFAULT RESULTING IN A FAILURE OF THE ESCROW TO CLOSE, AND, THEREFORE, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE TO AWARD SELLER LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE DEPOSIT IS REASONABLE AS LIQUIDATED DAMAGES FOR A DEFAULT OF BUYER THAT RESULTS IN A FAILURE OF THE ESCROW TO CLOSE AND SHALL BE IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT THAT RESULTS IN THE FAILURE OF THE ESCROW TO CLOSE. NOTHING CONTAINED HEREIN SHALL LIMIT SELLER'S RIGHTS AND REMEDIES TO ENFORCE BUYER'S INDEMNIFICATION OBLIGATIONS CONTAINED HEREIN. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BECAUSE OF BUYER'S DEFAULT, ESCROW AGENT SHALL DELIVER THE DEPOSIT TO SELLER IN ACCORDANCE WITH THIS SECTION.

13.5. Seller's Default. In the event of a default by Seller of its obligations under this Agreement, Buyer shall have the right to elect, as Buyer's sole and exclusive remedy, to either (i) terminate and receive a refund of the Deposit, or (ii) commence and prosecute to completion an action for specific performance of this Agreement, provided that said action shall be commenced not later than six (6) months after the date of Seller's Default. In any event, Buyer hereby waives and relinquishes all claims for damages, including but not limited to lost profits, consequential damages, costs or attorneys' fees (except costs and attorneys' fees in connection with an action for specific performance) arising by reason of Seller's default.

14. Seller Representations and Obligations. Seller represents and warrants to Buyer as set forth in this section, which representations and warranties shall survive the Closing, and Seller acknowledges that but for such representations and warranties, Buyer would not execute this Agreement. As used in this section, the term "to the best of Seller's knowledge" means the actual knowledge (as contrasted with implied, imputed, or constructive knowledge) of G. Scott Dean, but without any investigation. It is expressly provided that the representations and warranties contained in this Agreement, including specifically but without limitation, this Section 14, shall be applicable only to the Property and notwithstanding Seller's involvement in the ownership and development of the remainder of

the real property which comprises the Development, nothing contained herein shall be construed to be applicable to any real property except the Property.

14.1. Authority to Execute Agreement. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required corporate action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

14.2. Pending Claims. There are no claims, causes of action or other litigation or proceedings initiated by or pending against Seller (other than those necessary to obtain governmental approvals for development of the Property) or, to the best of Seller's knowledge, threatened against Seller in respect to Seller's ownership, operation or environmental condition of the Property.

14.3. Environmental Conditions. To the best of Seller's knowledge (i) there is not, nor has there been, any violation of "Environmental Laws" related to the Property or the presence or release of "Hazardous Materials" on or from the Property, (ii) neither Seller nor any prior or other occupant has manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), (iii) neither Seller nor any prior or other occupant has used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws, (iv) there are no underground storage tanks located on the Property, nor have there been such tanks located on the Property, (v) there have been no claims made or threatened by any third party against Seller or the Property relating to damage, cost recovery compensation, contribution loss or injury resulting from any Hazardous Materials, and (vi) there are and have been no enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws relating to any Hazardous Materials and affecting the Property. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement, together with their implementing regulations, guidelines, rules or orders as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations, ordinances, rules or orders that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

14.4. Bankruptcy Issues. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

14.5. Non-Foreign Status. In accordance with Section 1445 of the Internal Revenue Code, Seller is not now, and at Closing will not be, a "foreign person" (being a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and income tax regulations). Seller's tax identification number is 87-00687704. Seller shall also

sign and deliver at Closing a separate affidavit in form and content reasonably satisfactory to Buyer and Escrow Agent confirming the foregoing information.

14.6. No Transfers. Seller has not sold, conveyed, assigned, leased or otherwise transferred, and shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, including any easement or development rights.

14.7. No Adverse Claims. To the best of Seller's knowledge, there exists no adverse claim by any person or persons (including but not limited to adjoining property owners) and no encroachments with respect to the Property.

14.8. No Material Defects. To the best of Seller's knowledge, there exists no violation of any law or regulation relating to the Property that would materially limit or in any manner materially interfere with the development and use of the Property in accordance with Buyer's contemplated development or use of the Property identified in this Agreement.

14.9. Taxes. To the best of Seller's knowledge, all transaction privilege taxes, sales taxes, personal property taxes and similar taxes owed by Seller in connection with the Property, if any, have been or will at Closing be paid. Seller's sale of the Property is not subject to any federal, state or local withholding obligation of Buyer under applicable tax laws.

14.10. ERISA. Seller is not, nor is Seller acting on behalf of, an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets," within the meaning of 29 C.F.R. § 2510.3-101, of any such employee benefit plan or plans.

14.11. No Encumbrances. At Closing, the Property shall be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions and restrictions of any kind or character other than the Permitted Exceptions, which include the Declaration, and those liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions and restrictions contemplated by this Agreement or caused by the acts of Buyer.

14.12. No Conflict. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents referenced herein, conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Seller is a party or affecting the Property.

14.13. No Other Purchase Agreements. Seller has not entered into any other current contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.

14.14. Indemnification by Seller. Seller hereby indemnifies and agrees to defend and hold Buyer harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) Buyer may suffer, sustain or incur as a result of any breach by Seller of the representations and warranties specifically set forth in this Agreement.

Seller's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of Closing with the same force and effect as if remade by Seller in a separate certificate at that time. The truth and accuracy of Seller's representations and warranties made herein shall constitute a condition to Buyer's obligation to continue to Closing and shall survive and shall not merge into the recording of the Deed and Closing.

15. Buyer's Representations and Obligations. Buyer represents and warrants to Seller as follows, which representations and warranties shall survive Closing, and Buyer acknowledges that but for such representations and warranties, Seller would not execute this Agreement.

15.1. Authority to Execute Agreement. Buyer has full authority and power to execute this Agreement; provided, however, that this agreement must be ratified and accepted by the Board of Education of Granite School District. Only upon such ratification and acceptance shall this Agreement be binding upon Buyer. Such ratification by the Board of Education shall constitute confirmation that the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same in Buyer's behalf and to bind Buyer thereto.

15.2. Indemnification by Buyer. Buyer hereby indemnifies and agrees to defend and hold Seller harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) Seller may suffer, sustain or incur as a result of any breach by Buyer of the representations and warranties specifically set forth in this Agreement.

16. Mutual Representations and Warranties. In addition to all other representations and warranties made in this Agreement, each party represents and warrants to the other as set forth in this section.

16.1. Organization. For any party which is not a natural person, such party is at the time of the execution of this Agreement and will be at Closing, duly organized and existing, qualified to do business in Utah and in good standing under and by virtue of the laws of the State in which it was formed, and it has full right, power and authority to carry on its business and to execute, deliver and perform, comply with and consummate this Agreement and the Closing contemplated herein.

16.2. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transaction contemplated under this Agreement.

17. Option to Repurchase the Property. Seller hereby reserves to itself and Buyer hereby grants to Seller, an option to repurchase the Property (the "Option") which may be exercised only upon the occurrence of either of two specific conditions set forth in this Section 17 and which shall be subject to the terms and conditions of this Section 17. The Option may be exercised by Seller if, and only if, either (i) Buyer has not commenced construction of a public school on the Property within four (4) years of the Closing Date (the "Construction Commencement Deadline"), or (ii) Buyer, in its sole discretion, formally elects to not construct a public school upon the Property, has declared the Property to be surplus and has determined to sell the Property. In any event, the Option shall expire upon commencement of construction provided, however, that the construction of the public school shall be diligently prosecuted to completion. Seller may exercise the Option only pursuant to Section 17.1 or 17.2 below by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property.

17.1. Construction Option. For purposes of this Section 17, "commenced construction" shall mean the completion of substantial grading of the Property and the completion of the pouring of the footings, foundations and/or floor slab for the public school. In the event the Buyer has not commenced construction by the Construction Commencement Deadline, Seller may exercise the Option at any time within six (6) months after the Construction Commencement Deadline, by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property; provided, however, that the Option may no longer be exercised if the Buyer has commenced construction even if such construction shall have commenced after the Construction Commencement Deadline, but prior to the date Seller exercises the Option. Notwithstanding the foregoing, even if Buyer shall not have commenced construction as required, Seller may not exercise the Option if (i) Buyer has delivered Seller prior to the Construction Commencement Deadline, written notice of Buyer's intent to construct a "Park," as defined below, upon the Property, and (ii) construction of the Park is completed within one (1) year of the date of Buyer's notice of its intent to construct such Park. Once the Park is completed, so long as the Park is maintained by Buyer and open for use by the general public in the same manner as any school grounds otherwise owned by Buyer, the Option shall remain in effect, but Seller may not exercise the Option pursuant to this Subsection 17.1. A "Park" shall mean that the entire Property shall be graded and planted in grass typical of a lawns planted for public schools owned by Buyer, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. Buyer shall have no duty to install playground or other recreational equipment or other improvements in the Park. In the event that Seller reasonably determines that the Park is not being maintained, Seller may provide written notice of such determination to Buyer. In the event that the stated maintenance deficiencies are not cured within thirty (30) days of the date of such notice, Seller may thereafter exercise the Option at such time as Seller may elect so long as the Option is exercised prior to the commencement of construction or the cure of the maintenance deficiencies in the Park. In the event that Seller exercises the Option pursuant to this subsection, then Seller and Buyer shall proceed with the repurchase of the Property by Seller in accordance with the applicable provisions of this Section 17.

17.2. Resale Option. Seller's right to exercise the Option pursuant to this Subsection 17.2 shall be effective even if Seller shall have had the right to exercise the Option pursuant to Subsection 17.1, but did not in fact exercise the Option. Buyer shall have the right, in the exercise of its sole and absolute discretion, to determine that it shall not construct a public school upon the Property and that Buyer shall sell the Property as surplus. Such determination shall be made by a formal action of the governing board of Buyer. Buyer shall provide Seller written notice of any such decision (a "Notice of Sale"). In such event, Seller may exercise the Option at any time within ninety (90) days after Seller's receipt of a Notice of Sale, by giving written notice to Buyer and Escrow Agent of Seller's election to repurchase the Property. In the event that Seller shall fail to exercise the Option by delivery of a notice to repurchase, then Buyer may proceed with the sale of the Property to any party upon such terms and conditions as Seller may wish. In the event of a sale to a third party pursuant to this subsection, the Property shall remain subject to all matters of record, but the use restriction set forth in Section 3.10 shall no longer be applicable. In the event that Buyer has not closed the sale of the Property to a third party within fifteen (15) months of the date of the Notice of Sale, then the right to exercise the Option pursuant to this Subsection 17.2 shall then again be applicable and Buyer shall be required to provide a subsequent Notice of Sale if it intends to pursue the sale of the Property and, upon receipt of such Notice of Sale, Seller shall again have the right to exercise the Option. In the event that Seller exercises the Option pursuant to this subsection, then Seller and Buyer shall proceed with the repurchase of the Property by Seller in accordance with the applicable provisions of this Section 17. The commencement of construction of the public school, as defined in Subsection 17.1 above, shall automatically terminate the Option described in this Subsection 17.2.

17.3. Repurchase. At the time of Seller's repurchase of the Property from Buyer, Buyer shall convey title to the Property to Seller subject only to (i) current taxes not yet delinquent; (ii)

the Permitted Exceptions existing as of the Closing of the sale of the Property from Seller to Buyer; and (iii) matters affecting title which are created, made, assumed, consented to or requested in writing by Seller. Upon any exercise of the Option by Seller, Buyer shall convey the Property to Seller in substantially the same physical condition as existed on the Closing Date, subject, however, to any work done on the Property which Seller has agreed in writing to accept. Buyer shall be responsible, at its sole cost and expense, to deliver to Seller the Property in substantially the same physical condition or status of title as existed at Closing. Buyer shall convey the Property to Seller under this Option by special warranty deed (the "Option Deed").

17.4. Repurchase Price. The purchase price for the Property which Seller shall pay Buyer under the Option as consideration for repurchase of the Property (the "Option Price"), shall be equal to the Purchase Price which Buyer shall pay Seller for the Property calculated pursuant to Section 4 above; provided, however, that such Purchase Price shall be adjusted by multiplying the Purchase Price by a fraction, the denominator of which is the average index figure for the twelve months preceding the date of this Agreement, as published in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – All items or any replacement or comparable index measuring consumer purchasing power reasonably selected by Landlord (hereinafter referred to as the "CPI"), and the numerator of which is the average CPI index figure for the number of whole months between the date hereof and the date of Seller's exercise of the Option. The Option Price shall not be less than the Purchase Price paid by Buyer at the Closing.

17.5. Option Escrow. Within five (5) days after Seller's exercise of the Option, Escrow Agent shall open an escrow account (the "Option Escrow") for the transaction contemplated by the Option. The Option Escrow shall be subject only to approval by Seller of a then current preliminary title report on the Property. Any exceptions shown thereon created on or after Closing, and disapproved by written notice to Buyer, shall be removed by Buyer, at its sole expense, at or prior to the "Option Closing." In the event that the Property is encumbered by a mortgage or deed of trust, Seller may unilaterally instruct Escrow Agent to satisfy the indebtedness secured thereby out of the proceeds payable to Buyer through Escrow. Any additional amount necessary to satisfy such indebtedness shall be paid by Buyer at or before the Option Closing.

17.6. Option Closing. The closing of the repurchase of the Property pursuant to the Option (the "Option Closing") shall occur not later than thirty (30) days following Seller's exercise of the Option. Seller shall pay the Option Price in cash, by wire transfer or another method which will provide that Escrow Agent shall have in its possession at the Option Closing, funds available for the immediate disbursement in accordance with applicable laws and regulations. Buyer and Seller shall each pay one-half (1/2) of any escrow fees. Buyer shall pay for recording the Option Deed, and for a standard form owner's coverage policy of title insurance from the Title Company in favor of Seller as the insured therein and in the amount of the Option Price, showing title to the Property vested in Seller or its assigns free and clear of all liens, encumbrances, or other title exceptions other than those set forth in this Section 17. Any other costs or expenses shall be allocated between the parties in the manner customary in Salt Lake County, Utah.

17.7. Expiration of Option. Even if Seller has exercised the Option pursuant to Section 17.1 above, so long as the Option Closing has not occurred, the Option shall expire and Seller shall have no further or continuing right to exercise the option or proceed to the Option Closing upon Buyer's commencement of construction on the Property and delivery of written notice of the same to Seller and Escrow Agent. In the event that Seller has exercised the Option and the Option expires as a result of Buyer's commencement of construction on the Property, Buyer shall be responsible to pay any and all cancellation charges levied by Escrow Agent or the Title Company and shall reimburse Seller for

attorneys' fees incurred in the exercise of the Option and all matters related to Seller's preparations to repurchase the Property; provided that such amount shall not exceed Five Thousand Dollars (\$5,000).

17.8. Memorandum of Option. At Closing, Seller and Buyer shall execute and cause to be recorded a memorandum which shall provide notice on the records of Salt Lake County, State of Utah of the existence of the Option. Such memorandum shall be in form and content reasonably acceptable to Seller and Buyer. Upon any termination of the Option, at the request of Buyer, Seller shall execute and deliver to Buyer, a notice of the termination of the Option.

18. No Recordation. Neither Buyer nor Seller shall, without the prior written consent of the other, record or cause to be recorded against the Property any notice or memorandum of this Agreement or any option or other claim to any interest in the Property. Prior to Closing, Buyer shall not record or cause to be recorded against the Property any document which would purport any interest in the Property or which would create any lien, restriction, encumbrance, right of way or other exception to title to the Property.

19. Assignment or Transfer. Buyer shall not assign its rights and interest under this Agreement to any person or entity without Seller's express prior written consent, which consent may be withheld by Seller in its sole discretion.

20. Eminent Domain Proceedings. If at any time during the term of Escrow all or any portion of the Property or an interest therein is threatened with condemnation by any party other than Buyer, or legal proceedings are commenced by a party other than Buyer under the power of eminent domain, or any notice of intended condemnation or proceedings in the nature of eminent domain are filed by a party other than Buyer, then Seller shall notify Buyer of same in writing, and Buyer shall, within ten (10) days of the date of such notice, elect to either (i) proceed to Closing, in which event Seller shall assign to Buyer all rights to receive condemnation proceeds and awards, or (ii) terminate this Agreement and cancel Escrow by giving written notice to Escrow Agent and the other party. In the event that Buyer shall not have made such election within said ten (10) days, then this Agreement shall be deemed terminated. In the event Buyer elects to terminate this Agreement and cancel Escrow, all documents held by Escrow Agent shall be returned to the respective parties who deposited the same, Seller and Buyer shall each pay one-half (1/2) of all title and escrow cancellation charges, the Deposit shall be returned to Buyer, and each party shall be excused from any further obligations hereunder or liability to the other party except as to Buyer's obligations to Seller under Section 8.2.

21. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element. However, if Escrow is not in a condition to close by the required Closing Date, Escrow Agent shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Upon receipt thereof, Escrow Agent shall notify the other party of any such demand and shall immediately cancel Escrow without any further instruction from any party.

22. Survivability. All covenants of Buyer or Seller which are expressly intended hereunder to be performed in whole or in part after the Closing, including specifically but without limitation Buyer's obligations under Sections, 3.11 and all representations, warranties and indemnities by either party to the other, shall survive Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns. Any agreements, understandings, warranties or representations not expressly contained herein shall in no way bind either Seller or Buyer. Seller and Buyer waive any right of rescission and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement. Notwithstanding anything herein to the contrary, all representations and warranties contained herein shall

expire one (1) year after the date of this Agreement and no claim related to any breach thereof, whether for indemnification or otherwise, may be filed or commenced after such date. Every provision intended to performed and applicable after the closing of the purchase of the Property shall survive the delivery and recording of a deed to the Property.

23. Broker's Commission. Seller and Buyer acknowledge and agree that no agents or brokers were used in the transactions covered by this Agreement. Each of Seller and Buyer represents to the other that to the best of its knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend, save, and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying party in connection with the transactions covered by this Agreement.

24. Licensed Brokers or Agents. Seller does hereby disclose that some employees of Seller are licensed real estate brokers or agents in the State of Utah. All such persons are acting as employees of Seller and no person is acting as a broker, agent or in any other representative capacity, express or implied, for Buyer or any other party.

25. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified in this Agreement, (i) all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other, and (ii) either party may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

26. Attorneys' Fees. If either party is required to engage the services of counsel by reason of the default of the other party, the non-defaulting party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

27. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Seller: Suburban Land Reserve, Inc.
5 Triad Center, Suite 325
Salt Lake City, UT 84180
Attention: G. Scott Dean
Fax No. (801) 320-4676

With a copy to: Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111
Attn: Read R. Hellewell, Esq.
Fax No. (801) 321-4893

If to Buyer: Board of Education of Granite School District
2500 South State Street
Salt Lake City, UT 84115
Attn: David F. Garrett
Fax No. (801) 646-4578

With a copy to: Fabian & Clendenin
215 S. State Street, 12th Floor
Salt Lake City, UT 84151-0210
Attn: John E. S. Robson
Fax No. (801) 596-2814

Notice may also be given by facsimile transmission ("Fax") to any party at the respective facsimile number given above and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or fax number listed above.

28. Gender and Number. In this Agreement, unless the context requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

29. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, including specifically, but without limitation, the letter of intent between the parties dated April 9, 2008, are hereby superseded and merged herein.

30. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

31. Governing Law. This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Salt Lake County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

32. Invalidity of Provision. If any provision of this Agreement as applied to either art or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

33. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by both Buyer and Seller.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

35. Exhibits. All exhibits to this Agreement are incorporated herein by this reference.

36. Date of Performance. If the date on which any performance required hereunder is other than a business day in the State of Utah, then such performance shall be required as of the next following business day.

37. No Offer. Submission of this Agreement by Seller to Buyer shall not be deemed an offer to Buyer to sell the Property. Seller shall not be bound hereby in any manner until its delivery to Buyer of an executed copy hereof signed by Seller, already having been signed by Buyer.

38. Threat of Condemnation. Buyer is a public entity which under the laws of the State of Utah has the power of eminent domain. Seller is entering into this Agreement under threat that Buyer will invoke such power of condemnation to acquire the Property.

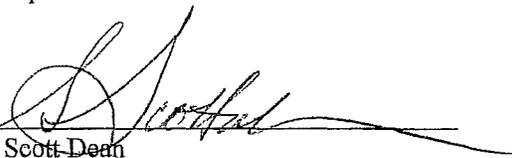
[SIGNATURE PAGES FOLLOW]

Signature Page
To
Purchase Agreement and Escrow Instructions

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: 

G. Scott Dean
Its: President

Signature Page
To
Purchase Agreement and Escrow Instructions

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Buyer:

BOARD OF EDUCATION OF GRANITE SCHOOL
DISTRICT,
a body corporate and politic of the State of Utah

By: _____

Sarah R. Meier
Name: Sarah R. Meier

Its: Chair of Board of Education

By: _____

David Garrett
Name: David Garrett

Its: Business Administrator

Exhibit "A"
to
Purchase Agreement and Escrow Instructions

[Property Diagram]

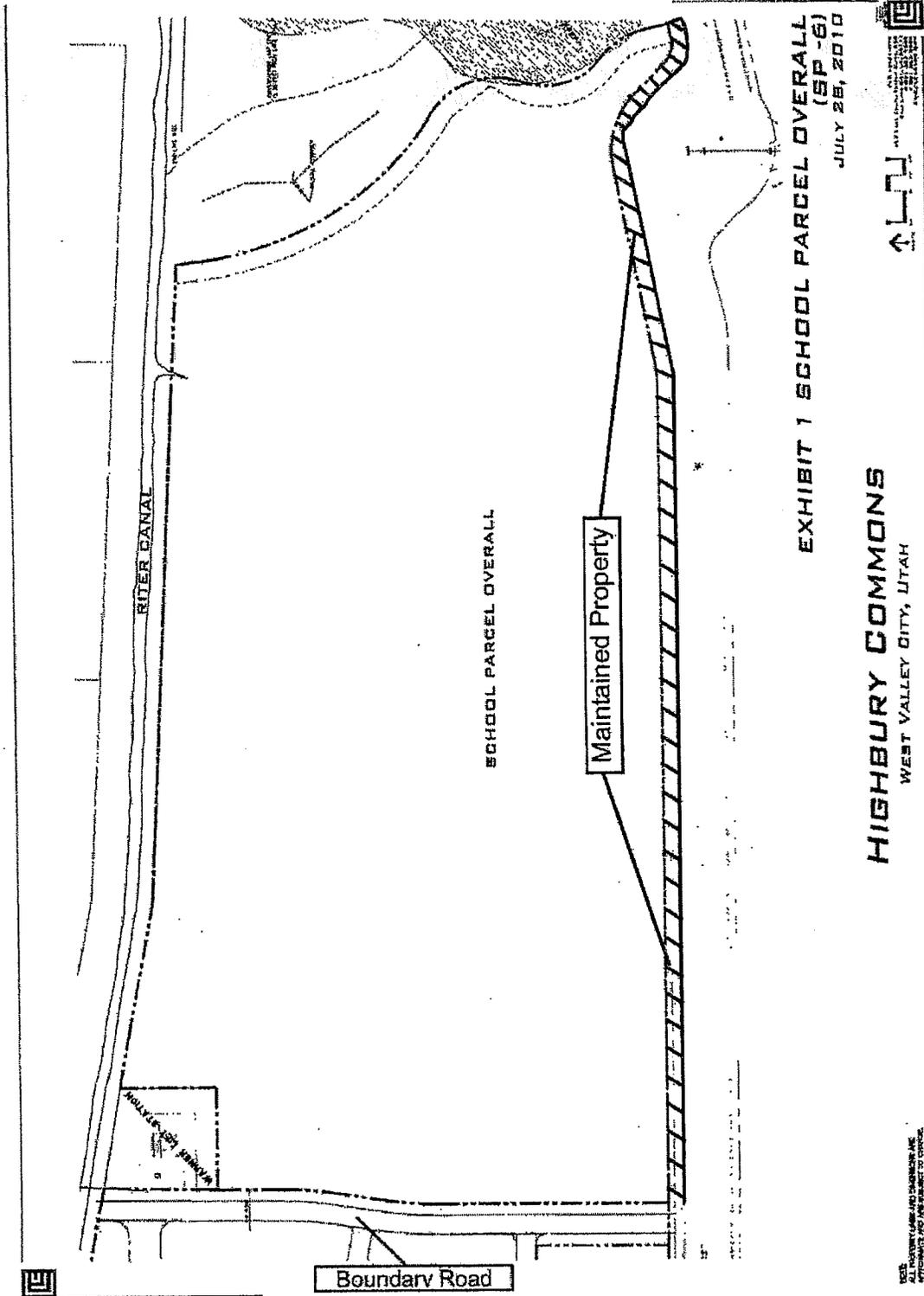


Exhibit "B"
to
Purchase Agreement and Escrow Instructions

[Assessment Waiver Clause]

Conditional Waiver of Assessments. The Declaration provides that all real property that shall be subject to the provisions of the Declaration shall be responsible for the payment of certain "Assessments," as that term is defined in the Declaration, as same shall be levied, assessed and collected in accordance with the provisions of the Declaration. Notwithstanding such provisions in the Declaration, so long as the Supplemental Property shall be used as a public school, funded by generally assessed taxes, no Assessments shall be levied against the Supplemental Property under the provisions of the Declaration and the Owner of the Supplemental Property shall not be responsible for the payment of any Assessment levied against other Owners of real property subject to the Declaration. In connection therewith, the acreage or square footage contained within the Supplemental Property shall not be included in any computation made for the purpose of apportioning Assessments among owners of real property otherwise duly levied in accordance with the provisions of the Declaration. Other provisions of the Declaration shall be applicable to the Property. So long as Granite School District (the "District") shall be the owner of the Supplemental Property, this provision shall be effective for a period of four (4) years from the date of the recording of this document even if no improvements have been constructed. Thereafter, this provision shall be effective if either (i) improvements are being or have been constructed that are being used as a public school, or (ii) a "Park" has been constructed upon the Supplemental Property and the District remains the owner of the Supplemental Property. A "Park" shall mean that the entire Supplemental Property shall be graded and planted in grass typical of lawns planted for public schools owned by the District, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. The District shall have no duty to install playground or other recreational equipment or other improvements on the Supplemental Property.

Exhibit "C"
to
Purchase Agreement and Escrow Instructions
[Walkway Easement]

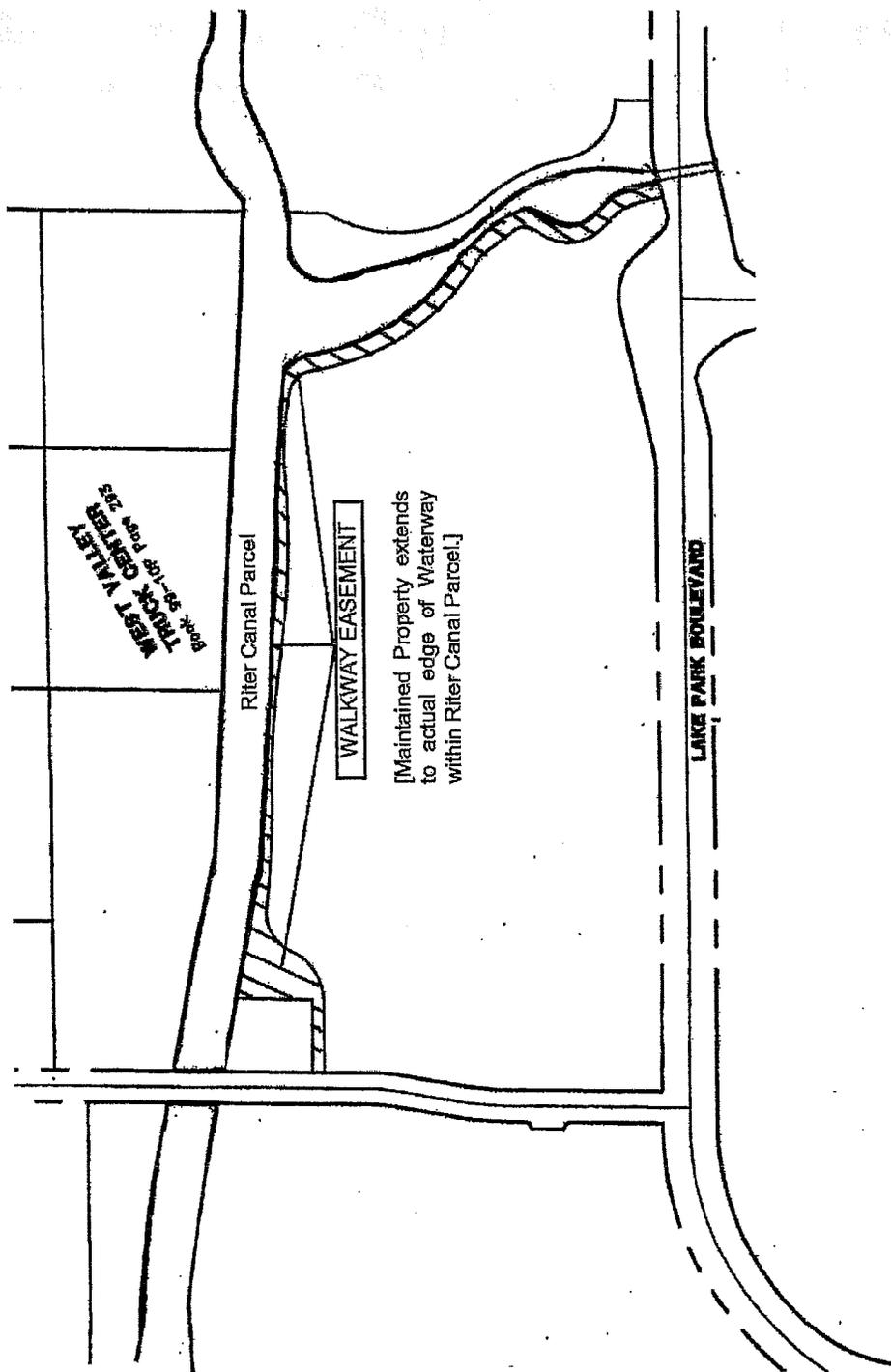


Exhibit "D"
to
Purchase Agreement and Escrow Instructions
[Storm Drainage Easement]

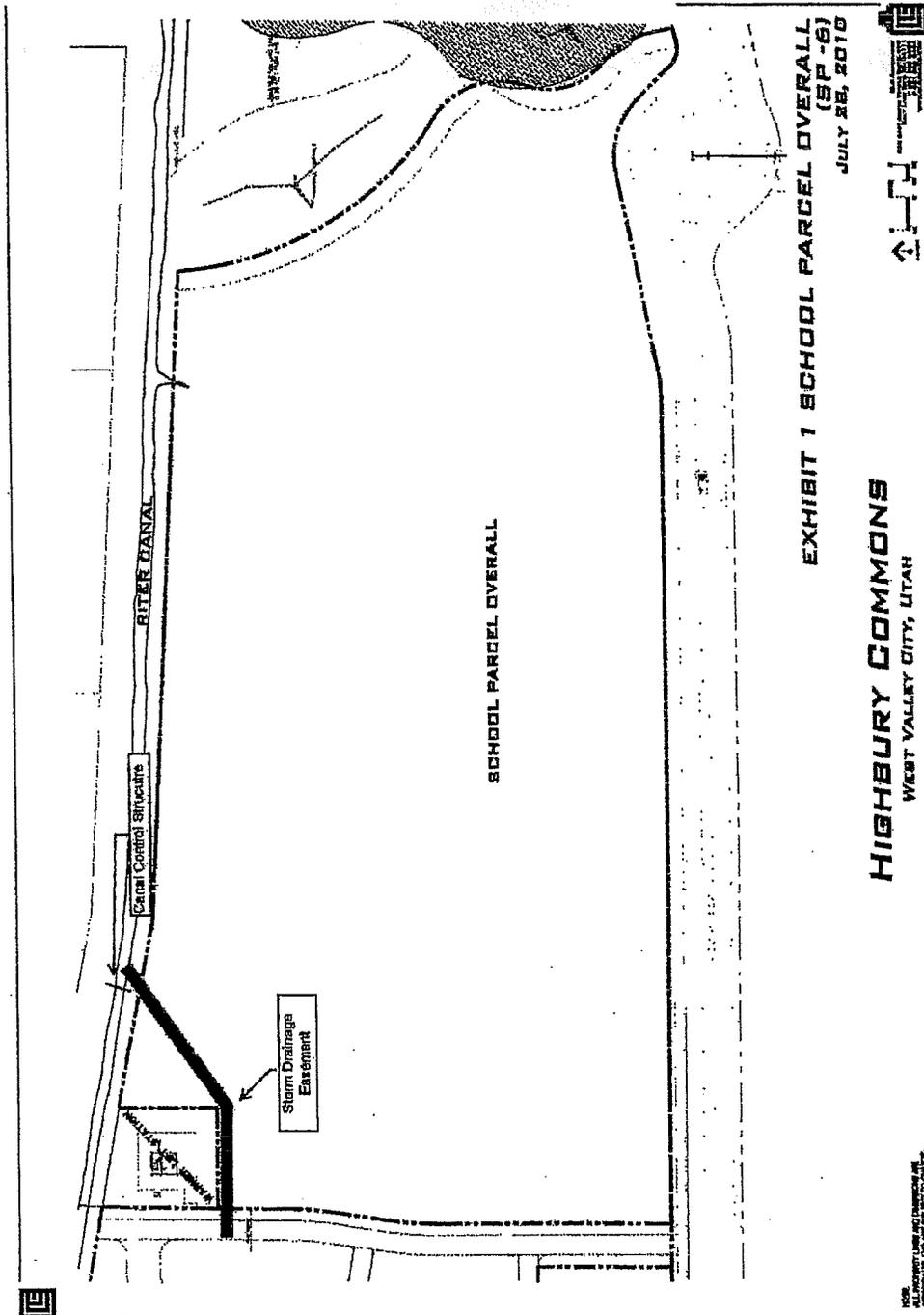


EXHIBIT 1 SCHOOL PARCEL OVERALL
(SP-6)
JULY 26, 2019

HIGHBURY COMMONS
WEST VALLEY CITY, UTAH

THIS DOCUMENT IS UNRECORDED AND NOT SUBJECT TO NOTICE

Exhibit "E"
to
Purchase Agreement and Escrow Instructions

[Form of Restrictive Covenant]

When recorded mail to:
Read R. Hellewell
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111-1004

Tax Parcel Nos. (for information purposes only):

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made this ____ day of January, 2011 by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Declarant"), in contemplation of the following facts and circumstances:

G. Declarant is the owner of real property covering approximately 330 acres in West Valley City, Utah (the "City"), which Declarant is developing as Highbury Commons at Lake Park, a commercial, residential and mixed-use development (the "Development").

H. The Development is or will be subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Highbury Commons at Lake Park, dated September 26, 2006, and recorded with the Salt Lake County Recorder, State of Utah, on October 6, 2006, as Entry No. 9868362 in Book 9362 beginning at Page 804, as same may be amended from time to time in accordance with the provisions thereof (the "Declaration").

I. The Development includes approximately 29.05 acres located at approximately 5300 West and Highbury Parkway, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), which Declarant intends to be developed and used as a public school, which will complement and integrate well with Declarant's intended development of the remainder of the Development.

J. In addition to the easements, covenants and restrictions imposed on the Property by the Declaration, Declarant desires to restrict the use of the Property, as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. Restrictive Covenant. The Property shall be used for the sole purposes of the development, construction, occupation, and operation of a public school and related facilities as are traditionally associated with a public school, such as parking facilities and recreation areas (the "Restrictive Covenant"). In no event shall the Restrictive Covenant be deemed to permit the use of the

Property for purposes other than the operation as a public school, even if such uses, such administrative offices other those related specifically to administration of the school on the Property, transportation, kitchen or warehousing facilities, are owned by a public school district. So long as Granite School District (the "District") shall be the owner of the Property, the Property may also be used as a "Park." A "Park" shall mean that the entire Property shall be graded and planted in grass typical of a lawns planted for public schools owned by the District, with installed sprinkling systems and such other improvements as may be required to permit public access to and use of the Property. The District shall have no duty to install playground or other recreational equipment or other improvements in the Park.

2. Enforcement of Restrictive Covenants. Declarant, or any party to whom Declarant may assign the rights granted under this Declaration, shall have the authority to enforce the Restrictive Covenant against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenant and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenant may result in immediate irreparable harm for which monetary damages alone are not adequate.

3. Duration. The Restrictive Covenant shall automatically expire on the date which shall be twenty (20) years from the date of recordation of this Declaration in the official records of the Salt Lake County Recorder.

4. Covenants Run with the Land. The Restrictive Covenant created hereby shall run with the land and shall be binding upon any owner or occupant of the Property or any part thereof.

5. Amendment. This Declaration may be amended only by recorded written instrument signed by Declarant and the owner of the Property as of the date of the recording of this Amendment. Any such amendment shall take effect upon such recording.

6. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant, its successors or assigns, and any subsequent owner of the Property. No other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant, its successors or assigns, or the then current owner of the Property shall, therefore, have the right to enforce any provision hereof.

7. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

9. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

10. Governing Law. This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah.

[Signature Page Follows]

EXECUTED to be effective as of the date of recording in the Office of the Recorder of Deeds of Clay County, Missouri.

DECLARANT: SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: _____
Name: G. Scott Dean
Title: President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by G. Scott Dean, the President of Suburban Land Reserve, Inc., a Utah corporation.

NOTARY PUBLIC

EXHIBIT "A"
to
Declaration of Restrictive Covenant
[Legal Description of the Property]

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Wells Fargo Bank Northwest N.A.
 3300 South State Office
 Salt Lake City, Utah 84115

GRANITE SCHOOL DISTRICT

2500 SOUTH STATE, SALT LAKE CITY, UTAH 84115-3110

00862020

ISSUED DATE: 12/21/2010

THIS CHECK IS VOID AFTER SIX MONTHS

11-24
1210(B)

PAY **FIFTY THOUSAND AND 00/100 DOLLARS**

PAY THIS AMOUNT
\$50000.00**

TO THE ORDER OF
 TITLE WEST
 2735 E PARLEY'S WAY
 SUITE 201
 SALT LAKE CITY UT 84109

Sarah R. Meier
 President
Ronald J. Smith
 Business Administrator/Treasurer

⑈00862020⑈ ⑆121000248⑆ 0630005205⑈

Check Issue Date: 12/21/2010	Batch ID: PW	Check Number: 00862020
------------------------------	--------------	------------------------

GRANITE SCHOOL DISTRICT
 ACCOUNTS PAYABLE DEPARTMENT
 2500 SOUTH STATE STREET
 SALT LAKE CITY, UTAH 84115-3110
 (385)646-4300

Payee: TITLE WEST
 2735 E PARLEY'S WAY
 SUITE 201
 SALT LAKE CITY UT 84109
 GSD VENDOR NO.144385

Account Number	Reference	Invoice Number / Description	Gross Payment	Discount	Net Payment
32-017-11-0971-4202-0717	PV-466636	LAND PURCHASE/5370 LAKE PK B	18,080.00	0.00	18,080.00
32-017-11-0973-4202-0717	PV-466636	LAND PURCHASE/5370 LAKE PK B	31,920.00	0.00	31,920.00
Page Total			50,000.00	0.00	50,000.00
Check Total			50,000.00	0.00	50,000.00

MAINTAIN THIS STUB AS YOUR DETAIL RECORD OF PAYMENT

Page Total 50,000.00 0.00 50,000.00
 Check Total 50,000.00 0.00 50,000.00

Exhibit 4

Parcel	14-24-376-006-0000
BOARD OF EDUCATION OF GRANITE SCHOOL DI	
Owner	
Address	2701 S DAYBURY DR
Total Acreage	28.95
Above Ground sqft.	
Property Type	811 - BEE HIVES
Tax District	29

Value History					
Record	Land Value	Building Value	Market Value	Tax Rate	
2015	\$ 5,754,200	\$ 0	\$ 5,754,200	not set	
2014	\$ 5,274,700	\$ 0	\$ 5,274,700	.0165290	
1	\$ 5,274,718	\$ 0	\$ 0		
2	\$ 0	\$ 0	\$ 0		
3	\$ 0	\$ 0	\$ 0		
2013	\$ 5,164,000	\$ 0	\$ 5,164,000	.0172640	
1	\$ 5,164,049	\$ 0	\$ 0		
2	\$ 0	\$ 0	\$ 0		
3	\$ 0	\$ 0	\$ 0		
2012	\$ 5,164,000	\$ 0	\$ 5,164,000	.0171660	
1	\$ 5,164,049	\$ 0	\$ 0		
2	\$ 0	\$ 0	\$ 0		
3	\$ 0	\$ 0	\$ 0		



40.713537740,-112.016387100

Land Record **14-24-376-006-0000**

Record ID	1	Influence Effect	Lot Shape	IRREGULAR	Traffic	LIGHT
Lot Use	INDUSTRIAL	Assmt. Class	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	PRIMARY-ACRE	Lot Depth	Neighborhood	6460	Street type	TWO-WAY
Land Class		Acres	Nbhd Type	DEVELOPING	Street Finish	PAVED
Income Flag		Zone	Nbhd Effect	TYPICAL	Curb Gutter	N
Seasonal use		Sewer	Topography	LEVEL	Sidewalk	N
Influence Type		Number Lots				
Record ID	2	Influence Effect	Lot Shape	IRREGULAR	Traffic	LIGHT
Lot Use	AGRICULTURAL	Assmt. Class	Lot Location	INTERIOR	Traffic Influence	TYPICAL
Lot Type	AGRICLT-ACRE	Lot Depth	Neighborhood	6460	Street type	TWO-WAY
Land Class	GRAZE-3	Acres	Nbhd Type	DEVELOPING	Street Finish	PAVED
Income Flag		Zone	Nbhd Effect	TYPICAL	Curb Gutter	N
Seasonal use		Sewer	Topography	LEVEL	Sidewalk	N
Influence Type		Number Lots				

[Click here for Classic Parcel Details Page](#) [Search Again?](#)

This page shows the assessor's CAMA data, as it was, on May 22, 2015.

May 24, 2016

Granite School District Request for Review

Granite School District Request for Review

- GSD received extensive notice concerning the rezone
- GSD does not allege a physical taking or an exaction meriting review under City ordinances
- City zoning decisions are not takings

GSD Received Extensive Notice

- Letter to GSD on March 2 informing GSD of time and date of PC hearing, explaining implications of the rezone, and describing property owner rights as required by state law
- Newspaper publication on March 5 informing public of time and date of PC hearing
- Letter to GSD on March 9 reminding GSD of time and date of PC hearing
- Letter to neighboring property owners on March 9 concerning PC hearing
- Planning Commission agendas posted at City Hall, Utah Cultural Celebration Center, Family Fitness Center, and on Utah Public Notice Website
- Letter to GSD on April 6 informing GSD of time and date of City Council hearing
- Letter to neighboring property owners on April 6 concerning City Council hearing
- Newspaper publication on April 6 informing public of time and date of City Council hearing
- City Council agendas posted at City Hall, Utah Cultural Celebration Center, Family Fitness Center, and on Utah Public Notice Website
- Planning Commission agenda emailed to GSD Property Director prior to PC hearing
- City Council agenda emailed three times to GSD Communications Director prior to City Council hearing

No Physical Taking or Exaction

- Chapter 2-5 of the City Code permits review by the City Council of physical takings and exactions
- Physical takings are exactly that – a physical taking of someone else's property
- Exactions are like a physical taking – for example, requiring an applicant to give the City half of their land for a permit
- GSD does not allege either of these things. GSD alleges that the City has made a zoning decision with which they disagree
- Accordingly, there is no taking and no review under Chapter 2-5

Zoning Is Not a Taking

- Utah has always recognized the essential nature of zoning in providing for effective, sustainable development
- The zoning process maximizes long term property values by creating strong, well planned communities and ensuring that uses are appropriate and complementary
- The City Council makes long term land use decisions and does not simply seek to maximize short term profits for particular private actors

Zoning Is Not a Taking

- Property owners sometimes feel aggrieved when any law restricts them from using their property without regulation
- Recent experience shows that predictions of total loss of value are without merit
- Even when a zoning change leads to a loss of value, federal and state courts have unanimously held that this is not a taking
- If you can still use your property, it isn't a taking



WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT
DEPARTMENT

March 2, 2016

Board of Education of Granite School District
2500 South State Street
South Salt Lake, UT 84115

To Whom It May Concern:

As you may be aware, the West Valley City Planning Commission will be holding a public hearing at West Valley City Hall located at 3600 South Constitution Boulevard on March 23, 2016 at 4:00 pm to consider a proposed amendment to the City zoning map. If approved, this amendment would change the zoning on your property at 5200 West Lake Park Blvd. from 'M' (Manufacturing) to 'A-2' (Agriculture).

Regulations, prohibitions, and permitted uses for 'M' (Manufacturing) are set forth in the West Valley City Municipal Code in Sections 7-6-1100P – 7-6-1109. The regulations, prohibitions, and permitted uses for 'A-2' (Agriculture) are set forth in the West Valley City Municipal Code in Sections 7-6-200P – 7-6-215. The City also recommends that you review Title 7 of the City Code for additional information regarding City land use regulations. The City Code may be accessed at <http://www.wvc-ut.gov/DocumentCenter/Home/View/1182> or by visiting City Hall during normal business hours.

You have the right to file objections to the proposed change in zoning. If an objection is received prior to the date of the hearing described above, that objection shall be considered by the Planning Commission in making its recommendation. All objections received shall be forwarded to the City Council when a final decision is made. You also have the right to appear at the public hearing to voice any concerns you may have.

Please feel free to contact the West Valley City Department of Planning and Zoning at 3600 South Constitution Boulevard or at (801) 963-3312 with any questions or concerns.

Sincerely,

Steve Pastorik, AICP
Planning Director/ Assistant CED Director

**WEST VALLEY CITY
PLANNING COMMISSION**

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a study meeting to be held in the CED Conference Room on March 16, 2016, at 3:30 p.m. and a public hearing to be held in the Council Chambers, on March 23, 2016, at 4:00 p.m., or as soon as business permits, before the West Valley Planning Commission, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

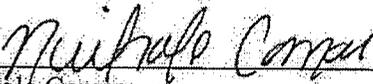
Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 5th day of March 2016.



Nichole Camac
City Recorder



Order Confirmation for Ad #0001079668-01

Client	WEST VALLEY CITY	Payor Customer	WEST VALLEY CITY
Client Phone	801-963-3203	Payor Phone	801-963-3203
Account#	9001357001	Payor Account	9001357001
Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119 USA	Payor Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119
Fax		Ordered By	Acct. Exec
EEmail	nichole.camac@wvc-ut.gov.	Nichole	mfultz

Total Amount	\$112.52			
Payment Amt	\$0.00			
Amount Due	\$112.52	Tear Sheets	Proofs	Affidavits
		0	0	1
Payment Method		PO Number	App. Z-1-2016	

Confirmation Notes:
Text: Nichole

Ad Type	Ad Size	Color
Legal Liner	2.0 X 32 Li	<NONE>

Product	Placement	Position
Salt Lake Tribune::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	3/5/2016	
Product	Placement	Position
Deseret News::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	3/5/2016	
Product	Placement	Position
utahlegals.com::	utahlegals.com	utahlegals.com
Scheduled Date(s):	3/5/2016	

Ad Content Proof Actual Size

WEST VALLEY CITY PLANNING COMMISSION
NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a study meeting to be held in the CED Conference Room on March 16, 2016, at 3:30 p.m. and a public hearing to be held in the Council Chambers, on March 23, 2016, at 4:00 p.m., or as soon as business permits, before the West Valley Planning Commission, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 5th day of March 2016.

Nichole Camac
City Recorder
1079668 UPAKLP

**WEST VALLEY CITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UT 84119
PHONE: 801-963-3312**

Date: March 9, 2016

Re: Z-1-2016

Dear Property Owner:

The application noted above has been filed with the West Valley City Planning Commission and initiated by West Valley City for a zone change from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. Should you desire additional information, please contact the Planning and Zoning Office at 3600 Constitution Boulevard, Phone 801-963-3312. Preliminary application information will be available on the West Valley City website (www.wvc-ut.gov) by 6:00 pm on Thursday, March 10, 2016. The staff analysis of this application as well as any final application materials will be available on the West Valley City website by 6:00 pm on Monday, March 21, 2016.

Since it is very difficult for us to inform all interested parties about this request, we would appreciate you discussing this matter with your neighbors and informing them of the meeting. Testimonies for or against the proposed use should be filed in writing to the Planning Commission before the date of the public hearing or presented in person at the time of the public hearing. If upon receipt of this notice you wish to submit written comments, please be advised that this should be provided to the Community and Economic Development Department at least seven (7) days prior to the meeting to enable the Planning Commission to properly consider the comments.

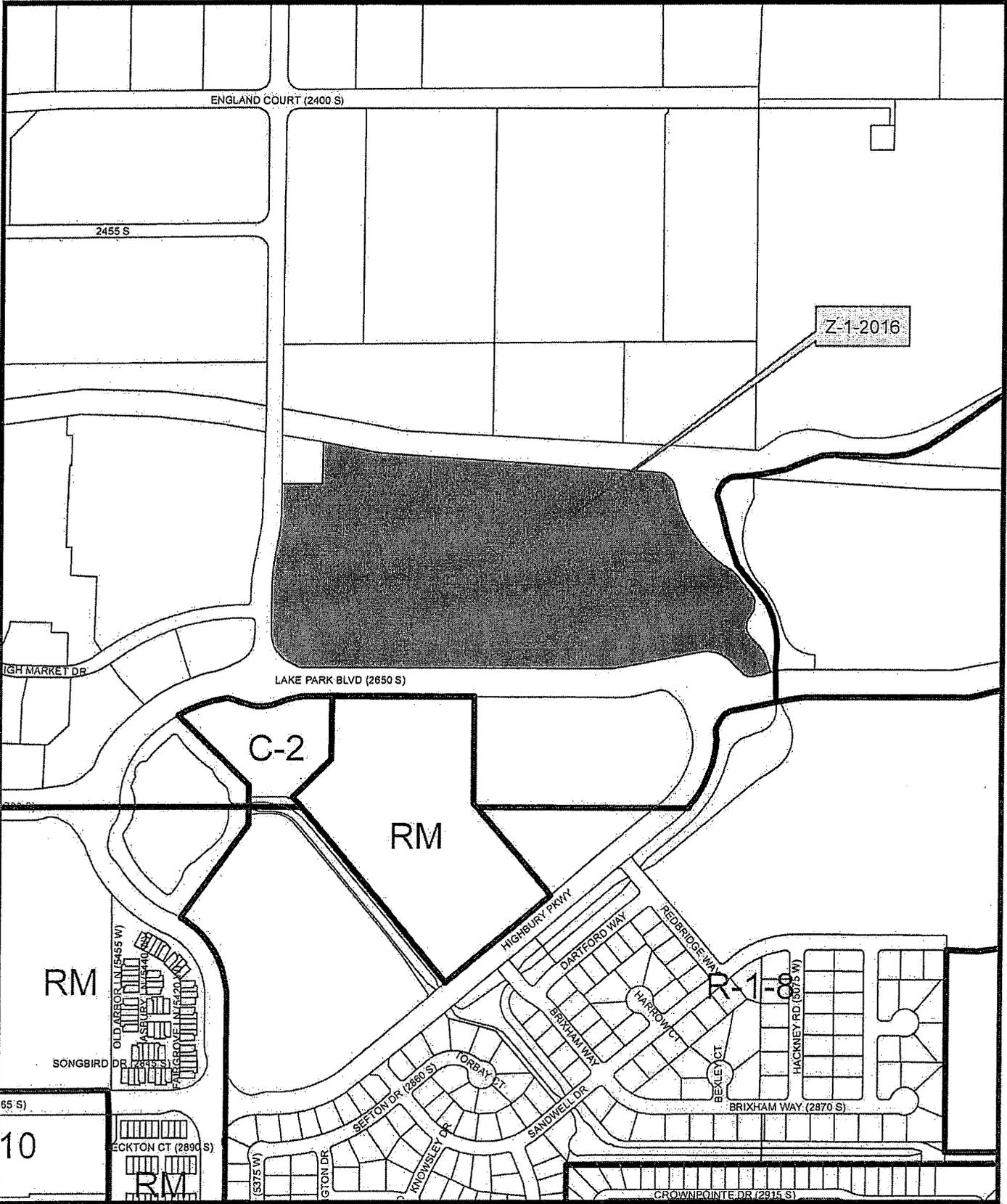
The Planning Commission will hear this matter at its regular public meeting to be held at **4:00 p.m., Wednesday, March 23, 2016**, in the West Valley City Office Building at 3600 Constitution Boulevard and may render a decision at that time.

Sincerely,

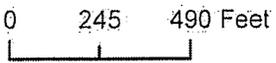


Steve Pastorik, AICP
Assistant CED Director/Planning Director

West Valley City does not discriminate on the basis of color, national origin, sex, 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 Brenda Turnblom, 801-963-3282.



Z-1-2016
 West Valley City
 5200 West Lake Park Boulevard



2-1-2016

BOARD OF EDUCATION OF GRANITE
SCHOOL DISTRICT
2500 S STATE ST
SOUTH SALT LAKE, UT 84115-3110

COUNTRY MANOR INVESTMENTS, LTD
13456 S FORT ST
DRAPER, UT 84020-9531

GRANGER HUNTER IMPROVEMENT
DISTRICT
PO BOX 701110
WEST VALLEY, UT 84170-1110

HIGHBURY AT LAKE PARK OWNERS
COMPANY
PO BOX 5555
DRAPER, UT 84020-2055

IHC HEALTH SERVICES, INC
4766 S HOLLADAY BLVD
HOLLADAY, UT 84117-5444

KNIGHT TRANSPORTATION INC
20002 N 19TH AVE
PHOENIX, AZ 85027-4250

PINNACLE HIGHBURY APARTMENTS,
LLC
1798 W 5150 S
ROY, UT 84067

SJTC.NAMPA-LC
90 S 400 W
SALT LAKE CITY, UT 84101-1284

SUBURBAN LAND RESERVE INC
PO BOX 511196
SALT LAKE CITY, UT 84151-1196

WEST VALLEY CITY
3600 S CONSTITUTION BLVD
WEST VALLEY, UT 84119-3700

Welcome to the Utah Public Notice Website: Your central source for all public notice information in Utah

West Valley City: Planning Commission

Search again

Entity: West Valley City

Body: [Planning Commission](#)

Subject: Public Meetings

Notice Title: March 23, 2016

Notice Type: Meeting

Event Start Date & Time: March 23, 2016 4:00 PM

Description/Agenda:

WEST VALLEY CITY PLANNING COMMISSION AGENDA
Wednesday, March 23, 2016

Planning Commission Technical Committee March 15, 2016 @ 8:00 a.m.

Planning Commission Study Session March 16, 2016 @ 3:30 p.m.

Planning Commission Pre-Meeting March 23, 2016 @ 3:30 p.m.

Planning Commission Meeting March 23, 2016 @ 4:00 p.m.

The Public Hearing is held in the City Council Chambers at West Valley City Hall.
3600 Constitution Boulevard, West Valley City, UT 84119

Fuller Lovato Matheson McEwen __Meaders __Tupou __Winters __Woodruff

GENERAL PLAN/ZONE CHANGE APPLICATION

GPZ-3-2015 Petition by JOE COLOSIMO requesting an amendment to the General Plan of West Valley City by reclassifying the following described property from Non-Retail Commercial to Medium Density Residential and a zone change from A (Agriculture) to RM (Residential Multi-Family). The property is located at 4500 South Constitution Blvd (2700 W) on 15.6 acres. (Staff - Steve Pastorik at 801-963-3545)

ZONE CHANGE APPLICATIONS

Z-1-2016 Petition by WEST VALLEY CITY requesting a zone change from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. (Staff - Steve Pastorik at 801-963-3545)

ZONE TEXT CHANGE APPLICATIONS

ZT-1-2016 Petition by WEST VALLEY CITY requesting a zone text change to Section 7-6-305 to allow patio covers to encroach into the rear yard setback. (Staff - Brock Anderson at 801-963-3361)

ZT-2-2016 Petition by WEST VALLEY CITY requesting a zone text change to add Section 7-2-133 to limit the number of tenants within anchor buildings. (Staff - Steve

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

[Map this!](#)

Contact Information:

NA

NA

N/A

Audio File Address

Subscription options

Subscription options will send you alerts regarding future notices posted by this Body.

[RSS](#)

[E-mail](#)

Options

[Add this notice to calendar](#)

[Printer Friendly](#)

[Email this to a Friend](#)

Connect

Tweet

Like Be the first of your friends to like this.

Pastorik at 801-963-3545)

ZT-3-2016 Petition by WEST VALLEY CITY requesting a zone text change to add Sections 7-33-101 through 7-33-103 to define and establish regulations for Tobacco Oriented Businesses. (Staff - Steve Pastorik at 801-963-3545)

CONDITIONAL USE APPLICATIONS

C-6-2016 Petition by CALIFORNIA SEAFOOD, LLC requesting conditional use approval for an office/warehouse. The property is located at 1808 West 3500 South on 1.16 acres and is zoned C-2 (General Commercial). (Staff - Ryan Harris at 801-965-7991)

C-7-2016 Petition by K.L. WEST VALLEY, LLC requesting a conditional use amendment for a retail building. The property is located at 2788 South 5600 West on .24 acres and is zoned C-2 (General Commercial). (Staff - Lee Logston at 801-963-3531)

C-8-2016 Petition by THE USED CAR FACTORY requesting conditional use approval for auto sales. The property is located at 2351 South 2700 West on .68 acres and is zoned M (Manufacturing). (Staff - Ryan Harris at 801-965-7991)

C-9-2016 Petition by MIGUELS AUTO REPAIR and GANDI AUTO SALES requesting a conditional use amendment for an auto repair expansion and the addition of car sales. The property is located at 3675 West 2150 South on .49 acres and is zoned M (Manufacturing) (Staff - Jody Knapp at 801-963-3497)

C-10-2016 Petition by CERTIFIED DIESEL AND AUTMOTIVE REPAIR requesting conditional use approval for automobile service and repair. The property is located at 2181 West 2200 South on 1.21 acres and is zoned M (Manufacturing). (Staff - Brock Anderson at 801-963-3361)

PLANNING COMMISSION BUSINESS

Approval of Minutes from March 9, 2016 (Regular Meeting)

Approval of Minutes from March 16, 2016 (Study Session)

Notice of Special Accommodations:

NA

Notice of Electronic or telephone participation:

NA

Other information:

This notice was posted on: March 10, 2016 03:43 PM

This notice was last edited on: March 10, 2016 03:43 PM

[Please give us feedback](#)

WEST VALLEY CITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UT 84119

DATE: April 6, 2016
SUBJECT: Proposed Zone Change
APPLICATION NUMBER: #Z-1-2016
APPLICANT: West Valley City
LOCATION: 5200 West Lake Park Boulevard
CHANGE ZONE FROM: 'M' (Manufacturing)
CHANGE ZONE TO: 'A-2' (Agriculture)

Dear Property Owner,

The City Council will consider this matter at its regular public meeting at **6:30 p.m., Tuesday, April 19, 2016** in the Council Chambers, West Valley City Hall, 3600 South Constitution Boulevard (2700 West).

Testimonies for or against the proposed change should be presented in person at the time of the public hearing or filed in writing prior to the public hearing.

Should you desire additional information, please contact the Planning and Zoning Office at 963-3312.

Sincerely,



Nichole Camac
City Recorder

West Valley City does not discriminate on the basis of race, color, national origin, sex, 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 at 801-963-3203.

BOARD OF EDUCATION OF GRANITE
SCHOOL DISTRICT
2500 S STATE ST
SOUTH SALT LAKE, UT 84115-3110

COUNTRY MANOR INVESTMENTS, LTD
13456 S FORT ST
DRAPER, UT 84020-9531

GRANGER HUNTER IMPROVEMENT
DISTRICT
PO BOX 701110
WEST VALLEY, UT 84170-1110

HIGHBURY AT LAKE PARK OWNERS
COMPANY
PO BOX 5555
DRAPER, UT 84020-2055

IHC HEALTH SERVICES, INC
4766 S HOLLADAY BLVD
HOLLADAY, UT 84117-5444

KNIGHT TRANSPORTATION INC
20002 N 19TH AVE
PHOENIX, AZ 85027-4250

PINNACLE HIGHBURY APARTMENTS,
LLC
1798 W 5150 S
ROY, UT 84067

SJTC NAMPA LC
90 S 400 W
SALT LAKE CITY, UT 84101-1284

SUBURBAN LAND RESERVE INC
PO BOX 511196
SALT LAKE CITY, UT 84151-1196

WEST VALLEY CITY
3600 S CONSTITUTION BLVD
WEST VALLEY, UT 84119-3700

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West Valley City: City Council

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Entity: West Valley City

Body: [City Council](#)

Subject: Public Meetings

Notice Title: April 12, 2016 Study Meeting

Notice Type: Meeting

Event Start Date & Time: April 12, 2016 4:30 PM

Description/Agenda:

**** AMENDED AGENDA ****

The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 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 April 11, 2016, 10:00 AM

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. March 15, 2016
4. Review Agenda for Regular Meeting of April 12, 2016
5. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016
 - A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City
6. Public Hearings Scheduled For April 19, 2016
 - A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

[Map this!](#)

Contact Information:

Nichole Camac
(801)963-3203
Nichole.Camac@wvc-ut.gov

Download Attachments:

[SM 04.12.2016.pdf Meeting Minutes](#)
Added: 2016/04/27 08:26 AM

[SM 04.12.2016.pdf Other](#)
Added: 2016/04/11 10:01 AM

Audio File Address

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B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

7. Resolutions:

A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

8. Communications:

A. Legislative Session Wrap-Up (5 min)

B. Council Update

C. Potential Future Agenda Items

9. New Business:

A. Council Reports

10. Motion for Executive Session

11. Adjourn

Notice of Special Accommodations:

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.

Notice of Electronic or telephone participation:

NA

Other information:

This notice was posted on: April 07, 2016 09:18 AM

This notice was last edited on: April 11, 2016 10:01 AM

[Please give us feedback](#)

**WEST VALLEY CITY
CITY COUNCIL**

NOTICE OF ZONE CHANGE HEARING

NOTICE IS HEREBY GIVEN OF a Study Meeting to be held in the Multi-Purpose Room on April 12, 2016 at 4:30 p.m. and a Public Hearing to be held in the Council Chambers on April 19, 2016, at 6:30 p.m. or as soon as business permits, before the West Valley City Council, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting rezoning of the following described property in West Valley City, Utah:

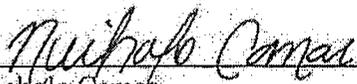
Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 6th day of April 2016.



Nichole Camar
City Recorder



Order Confirmation for Ad #0001084898-01

Client	WEST VALLEY CITY	Payor Customer	WEST VALLEY CITY
Client Phone	801-963-3203	Payor Phone	801-963-3203
Account#	9001357001	Payor Account	9001357001
Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119 USA	Payor Address	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84119
Fax		Ordered By	Acct. Exec
E-Mail	nichole.camac@wvc-ut.gov	Nichole	kstowe

Total Amount	\$90.68			
Payment Amt	\$0.00			
Amount Due	\$90.68	Tear Sheets	Proofs	Affidavits
		0	0	1
Payment Method		PO Number	#Z-1-2016	

Confirmation Notes:
Text: Nichole

Ad Type	Ad Size	Color
Legal Liner	1.0 X 51 Li	<NONE>

Product	Placement	Position
Salt Lake Tribune::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/6/2016	
Product	Placement	Position
Deseret News::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/6/2016	
Product	Placement	Position
utahlegals.com::	utahlegals.com	utahlegals.com
Scheduled Date(s):	4/6/2016	

Ad Content Proof Actual Size

WEST VALLEY CITY
CITY COUNCIL
NOTICE OF ZONE CHANGE
HEARING

NOTICE IS HEREBY GIVEN OF a Study Meeting to be held in the Multi-Purpose Room on April 12, 2016 at 4:30 p.m. and a Public Hearing to be held in the Council Chambers on April 19, 2016, at 6:30 p.m. or as soon as business permits, before the West Valley City Council, both at West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah, on the following application requesting re-zoning of the following described property in West Valley City, Utah:

Application #Z-1-2016, filed by West Valley City

To amend the zoning map of West Valley City by reclassifying the following described property from zone M (Manufacturing) to zone A-2 (Agriculture, minimum lot size 2 acres).

The property is located at 5200 West Lake Park Boulevard on 28.95 acres.

The public is invited to attend the public hearing and give written or oral comments.

DATED this 6th day of April 2016,
Nichole Camac
City Recorder
1084898 UPAXLP

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West Valley City: City Council

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Entity: West Valley City

Body: [City Council](#)

Subject: Public Meetings

Notice Title: April 19, 2016 Regular Meeting

Notice Type: Meeting

Event Start Date & Time: April 19, 2016 6:30 PM

Description/Agenda:

The Regular Meeting of the West Valley City Council will be held on Tuesday, April 19, 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 April 14, 2016 at 12:30 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Don Christensen
4. Special Recognitions
5. Approval of Minutes:
 - A. April 5, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City
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. 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

Meeting Location:

3600 S Constitution Blvd
West Valley City ,

[Map this!](#)

Contact Information:

Nichole Camac
(801)963-3203
Nichole.Camac@wvc-ut.gov

Download Attachments:

[RM 04.19.2016.pdf Meeting Minutes](#)
Added: 2016/05/04 02:27 PM

[RM 04.19.2016.pdf Other](#)
Added: 2016/04/14 12:12 PM

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Council or City Staff may respond within the 30-minute period.)

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

8. Public Hearings:

- A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

- B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

- C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

- D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

9. Resolutions:

- A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West
- B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

10. Motion for Executive Session

11. Adjourn

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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.

Notice of Electronic or telephone participation:

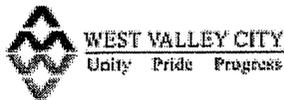
NA

Other information:

This notice was posted on: April 14, 2016 12:12 PM

This notice was last edited on: April 14, 2016 12:13 PM

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Brandon Hill <brandon.hill@wvc-ut.gov>

March 23, 2016 Public Hearing Agenda

1 message

Brenda Turnblom <brenda.turnblom@wvc-ut.gov>

Mon, Mar 21, 2016 at 2:57 PM

To: Allen.McCandless@slcgov.com, allianceintel@outlook.com, alrimaples@msn.com, Andrew.Mai@wvc-ut.gov, Angel Pezely <angel.pezely@wvc-ut.gov>, Bob.Fitzgerald@wvc-ut.gov, bobm@ascentconstruction.com, bprows@morrisonhershfield.com, Brandon Hill <brandon.hill@wvc-ut.gov>, Brock Anderson <brock.anderson@wvc-ut.gov>, Carl.Andreasen@wvc-ut.gov, Cathie.Alberico@wvc-ut.gov, Claire.Gillmor@wvc-ut.gov, Craig.Thomas@wvc-ut.gov, Daniel.Johnson@wvc-ut.gov, david@charterland.net, DeAnn Varney <deann.varney@wvc-ut.gov>, deeljp@q.com, Ed.Domian@wvc-ut.gov, ed.duff@yahoo.com, gkennard5889@msn.com, Jason Erekson <jason.erekson@wvc-ut.gov>, Jeff Jackson <jeff.jackson@wvc-ut.gov>, Jeff Smith <jefferymarksmith@gmail.com>, Jody.Knapp@wvc-ut.gov, jodyporter72@hotmail.com, Joe White <joe.white@wvc-ut.gov>, justinb@brashers.com, Kevin.Astill@wvc-ut.gov, kieth.bradshaw@granite.k12.ut.us, larrywiley@hotmail.com, Lee Logston <lee.logston@wvc-ut.gov>, leona@lei-eng.com, Lisa Romney <lisa.romney@rockymountainpower-pacificpower.net>, lisarene@icw.com, littlebrii@yahoo.com, Margo Hoyt <margo.hoyt@wvc-ut.gov>, Mark Nord <mark.nord@wvc-ut.gov>, mathewlovato@hotmail.com, Nichole.Camac@wvc-ut.gov, Nicole.Cottle@wvc-ut.gov, paul@slhba.com, Pauline Davies <pauline.davies@wvc-ut.gov>, Robert.Zito@wvc-ut.gov, russ@westechtile.com, ruthaling@gmail.com, Ryan Harris <ryan.harris@wvc-ut.gov>, scottwarr3600@gmail.com, Steve.Dale@wvc-ut.gov, Steve.Lehman@wvc-ut.gov, Steve.Pastorik@wvc-ut.gov, stewart.lamb@kilgorecontracting.com, superautoss@yahoo.com, ted@mtnstatesltg.com, treymackay@hotmail.com, Brent Fuller <bleefull@yahoo.com>, Clover Meaders <Clover299@yahoo.com>, David McEwen <dmcewen79@gmail.com>, Harold Woodruff <woodarch@qwestoffice.net>, Jack Matheson <JackBMatheson@gmail.com>, Latai Tupou <ltupou@me.com>, Martel Winters <mwinters@nelsonlabs.com>

Good afternoon,

Attached is the agenda for the March 23 Planning Commission Public Hearing. Here also is a link to the agenda and supporting materials on the website: <https://files.wvc-ut.gov/sirepub/pubmtgframe.aspx?meetid=2291&doctype=AGENDA>

Brenda Turnblom

Administrative Assistant

West Valley City Planning and Zoning

3600 South Constitution Blvd, West Valley City UT 84119

Phone 801-963-3282

brenda.turnblom@wvc-ut.gov



WEST VALLEY CITY PLANNING COMMISSION AGENDA
Wednesday, March 23, 2016

Planning Commission Technical Committee	March 15, 2016 @ 8:00 a.m.
Planning Commission Study Session	March 16, 2016 @ 3:30 p.m.
Planning Commission Pre-Meeting	March 23, 2016 @ 3:30 p.m.
Planning Commission Meeting	March 23, 2016 @ 4:00 p.m.

The Public Hearing is held in the City Council Chambers at West Valley City Hall.
3600 Constitution Boulevard, West Valley City, UT 84119

__Fuller __Lovato __Matheson __McEwen __Meaders __Tupou __Winters __Woodruff

GENERAL PLAN/ZONE CHANGE APPLICATION

GPZ-3-2015 Petition by **JOE COLOSIMO** requesting an **amendment to the General Plan** of West Valley City by reclassifying the following described property from Non-Retail Commercial to Medium Density Residential and a **zone change** from A (Agriculture) to RM (Residential Multi-Family). The property is located at 4500 South Constitution Blvd (2700 W) on 15.6 acres. (Staff – **Steve Pastorik** at 801-963-3545)

ZONE CHANGE APPLICATIONS

Z-1-2016 Petition by **WEST VALLEY CITY** requesting a **zone change** from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres). The property is located at 5200 West Lake Park Boulevard on 28.95 acres. (Staff - **Steve Pastorik** at 801-963-3545)

ZONE TEXT CHANGE APPLICATIONS

ZT-1-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to Section 7-6-305 to allow patio covers to encroach into the rear yard setback. (Staff - **Brock Anderson** at 801-963-3361)

ZT-2-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to add Section 7-2-133 to limit the number of tenants within anchor buildings. (Staff - **Steve Pastorik** at 801-963-3545)

ZT-3-2016 Petition by **WEST VALLEY CITY** requesting a **zone text change** to add Sections 7-33-101 through 7-33-103 to define and establish regulations for Tobacco Oriented Businesses. (Staff - **Steve Pastorik** at 801-963-3545)

CONDITIONAL USE APPLICATIONS

C-6-2016 Petition by **CALIFORNIA SEAFOOD, LLC** requesting **conditional use approval** for an office/warehouse. The property is located at 1808 West 3500 South on 1.16 acres and is zoned C-2 (General Commercial). (Staff - **Ryan Harris** at 801-965-7991)

C-7-2016 Petition by **K.L. WEST VALLEY, LLC** requesting a **conditional use amendment** for a retail building. The property is located at 2788 South 5600 West on .24 acres and is zoned C-2 (General Commercial). (Staff - **Lee Logston** at 801-963-3531)

- C-8-2016** Petition by **THE USED CAR FACTORY** requesting **conditional use approval** for auto sales. The property is located at 2351 South 2700 West on .68 acres and is zoned M (Manufacturing). (Staff - **Ryan Harris** at 801-965-7991)
- C-9-2016** Petition by **MIGUELS AUTO REPAIR** and **GANDI AUTO SALES** requesting a **conditional use amendment** for an auto repair expansion and the addition of car sales. The property is located at 3675 West 2150 South on .49 acres and is zoned M (Manufacturing) (Staff - **Jody Knapp** at 801-963-3497)
- C-10-2016** Petition by **CERTIFIED DIESEL AND AUTMOTIVE REPAIR** requesting **conditional use approval** for automobile service and repair. The property is located at 2181 West 2200 South on 1.21 acres and is zoned M (Manufacturing). (Staff - **Brock Anderson** at 801-963-3361)

PLANNING COMMISSION BUSINESS

Approval of Minutes from March 9, 2016 (Regular Meeting)

Approval of Minutes from March 16, 2016 (Study Session)

West Valley City does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation 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. We will try to provide whatever assistance may be required. The person to contact for assistance is Brenda Turnblom, 963-3282.

From: Nichole Camac
To: Everyone
Bcc: bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorsvilleut.gov; cedqueen@hotmail.com; cmilner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertg@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slcgov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KQwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slco.ut.us; mandsmarkham@msn.com; max.calise@abc4.com; melanieb@wJordan.com; mgrobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahq.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; vl.jaquier@comcast.net
Subject: City Council Agenda's for 4/12/2016
Date: Thursday, April 07, 2016 9:13:34 AM
Attachments: SM 04.12.2016.doc
RM 04.12.2016.doc

Good Morning,

Attached are the City Council Agendas for the April 12, 2016 Study and Regular Meetings.

Please note that the Study Meeting will begin at 4:00 PM due to a Field Trip and will reconvene at City Hall at approximately 5:30 PM. (or as soon as possible).

Thank you and have a great day!

Nichole Camac

City Recorder | West Valley City
3600 South Constitution Blvd., West Valley City, UT 84119
Phone 801.963.3203 | **Cell** 801.232.0203 | **Fax** 801.963.3206
Nichole.Camac@wvc-ut.gov



The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 2016, at 4:00 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 7, 2016, 9:30 AM

A G E N D A

1. Call to Order
2. Roll Call
3. Field Trip scheduled to leave City Hall at 4:00 P.M.:
 - A. Travel to Rocky Mountain Recycling (located at 3110 South 900 West, South Salt Lake City) and arrive at approximately 4:10 PM
4. Upon Return to City Hall, resume Study Session at approximately 5:30 PM (or as soon as possible)
5. Approval of Minutes:
 - A. March 15, 2016
6. Review Agenda for Regular Meeting of April 12, 2016

• 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.

3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

TDD: 801-963-3418 | www.wvc-ut.gov

7. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016
 - A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City

8. Public Hearings Scheduled For April 19, 2016

- A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

- B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

- C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

- D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

9. Resolutions:

- A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

- B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

10. Communications:

- A. Legislative Session Wrap-Up (5 min)

- B. Council Update

- C. Potential Future Agenda Items

11. New Business:

- A. Council Reports

12. Motion for Executive Session

13. Adjourn

From: Nichole Camac
To: Everyone
Bcc: bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorstvilleut.gov; cedqueen@hotmail.com; cmliner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertg@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slco.gov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KOwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slc.ut.us; mandsmarkham@msn.com; max.calise@abc4.com; melanieh@wjordan.com; morobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahq.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; vl.jaquier@comcast.net
Subject: Amended Study Meeting Agenda for 4/12/2016 City Council
Date: Monday, April 11, 2016 9:49:07 AM
Attachments: SM_04.12.2016.doc

Good Morning,

A field trip was scheduled to Rocky Mountain Recycling during the West Valley City Council Study Meeting scheduled for April 12, 2016. This has been CANCELED. The meeting was scheduled to begin at 4:00 PM and will now begin at the regular time of 4:30 PM. Please see the updated agenda. Thank you!

Nichole Camac

City Recorder | West Valley City

3600 South Constitution Blvd., West Valley City, UT 84119

Phone 801.963.3203 | **Cell** 801.232.0203 | **Fax** 801.963.3206

Nichole.Camac@wvc-ut.gov



The Study Meeting of the West Valley City Council will be held on Tuesday, April 12, 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 April 11, 2016, 10:00 AM

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. March 15, 2016
4. Review Agenda for Regular Meeting of April 12, 2016
5. Awards, Ceremonies and Proclamations Scheduled For April 19, 2016
 - A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City
6. Public Hearings Scheduled For April 19, 2016
 - A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

• 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.

3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

TDD: 801-963-3418 | www.wvc-ut.gov

Action: Consider Ordinance 16-12, Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone 'M' (Manufacturing) to Zone 'A-2' (Agriculture, Minimum Lot Size 2 Acres)

- B. Accept Public Input Regarding Application ZT-1-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-305 of the West Valley City Municipal Code to Allow Patio Covers to Encroach into the Rear Yard Setback

Action: Consider Ordinance 16-13, Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones

- C. Accept Public Input Regarding Application ZT-2-2016, Filed by West Valley City, Requesting a Zone Text Change to Section 7-2-133 of the West Valley City Municipal Code to Limit the Number of Tenants Within Anchor Buildings

Action: Consider Ordinance 16-14, Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings

- D. Accept Public Input Regarding Application ZT-3-2016, Filed by West Valley City, Requesting a Zone Text Change to Add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to Define and Establish Regulations for Tobacco Oriented Businesses

Action: Consider Ordinance 16-15, Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses

7. Resolutions:

- A. 16-62: Approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for Improvements to 2400 South between 5600 West and 7200 West

B. 16-63: Authorize the City to Accept a Public Utility Easement and Water Line Easement and A Grant of Temporary Construction Easement for Property Located at 3027-3029 West Lehman Avenue (15-33-105-011)

8. Communications:

A. Legislative Session Wrap-Up (5 min)

B. Council Update

C. Potential Future Agenda Items

9. New Business:

A. Council Reports

10. Motion for Executive Session

11. Adjourn

From: Nichole Camac
To: Everyone
Bcc: bhorsley@graniteschools.org; Brucehastings@comcast.net; cburton@southsaltlakecity.com; ccottle@taylorsvilleut.gov; cedqueen@hotmail.com; cmilner@slco.org; curt@slhba.com; dianewileyturner@gmail.com; edb72@hotmail.com; emily@saltlakeboard.com; fred@fredcox4utah.com; gkennard5889@msn.com; Greginslc@yahoo.com; hardman6475@comcast.net; horselovertq@yahoo.com; jandmbessette@yahoo.com; janyce.fowles@slcgov.com; jasona@arnell-west.com; JoAnnJacobsEquity@yahoo.com; jscheuerman@mac.com; KOwens@pblutah.com; larrywiley@hotmail.com; ldtrump@msn.com; Lehua.weaver@ci.slco.ut.us; mandsmarkham@msn.com; max.callise@abc4.com; melanieb@wjordan.com; mgrobecker@slco.org; ncamac@wvc-ut.gov; ndunn@slco.org; newsdesk@kutv2.com; Nichole.Camac@wvc-ut.gov; paul@uaahq.org; pmanson@sltrib.com; ruthaling@gmail.com; RValentine@slco.org; scottshamo@yahoo.com; scottwarr3600@gmail.com; Teddieuhi.801@gmail.com; travis.leatham@utah.edu; TSory@slco.org; yl.jaquier@comcast.net
Subject: City Council Agenda's for 04/19/2016
Date: Thursday, April 14, 2016 12:18:52 PM
Attachments: SM 04.19.2016.doc
RM 04.19.2016.doc

Good Afternoon,

Attached are the City Council agenda's for April 19, 2016. Thanks and have a great day!

Nichole Camac

City Recorder | West Valley City

3600 South Constitution Blvd., West Valley City, UT 84119

Phone 801.963.3203 | **Cell** 801.232.0203 | **Fax** 801.963.3206

Nichole.Camac@wvc-ut.gov



The Regular Meeting of the West Valley City Council will be held on Tuesday, April 19, 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 April 14, 2016 at 12:30 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Don Christensen
4. Special Recognitions
5. Approval of Minutes:
 - A. April 5, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Recognizing April 2016 as Child Abuse Prevention Month in West Valley City
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.
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3600 South Constitution Boulevard, West Valley City, Utah, 84119 | Phone: 801-963-3203 | Fax: 801-963-3206

TDD: 801-963-3418 | www.wvc-ut.gov

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. Public Hearings:

- A. Accept Public Input Regarding Application Z-1-2016, Filed By West Valley City, Requesting a Zone Change from 'M' (Manufacturing) to 'A-2' (Agriculture, Minimum Lot Size 2 Acres) on Property Located at 5200 West Lake Park Boulevard

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10. Motion for Executive Session

11. Adjourn

Rachelle Hill -Victim Advocate
Nominated by Amy Jones – Prosecutor

Rachelle is the calm in the storm of domestic violence. She Provides victims a steady hand for support and is very knowledgeable in services available to help victims in their time of need. Not only does she do this for cooperative victims, but she also does this for uncooperative victims. She lets them know that West Valley Victim Advocates are in the background ready and willing to help whenever they want and need it. She is not judgmental and always starts by believing. She supports the attorneys as well. She lets us know how a victim should be approached and what their worries are. She researches past issues the victim has faced and alerts the attorneys to other open, closed, or unfiled matters. She helps us resolve and protect victims. She reminds us to remember the human in the case and to carefully evaluate their position and safety concerns. Rachelle should be employee of the month every month because of her un-wavering support to all those involved in criminal cases, but especially the victims for which she advocates.

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____

ISSUE:

Approve an ordinance to re-open the fiscal year 2015-2016 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds four such public hearings on budget amendments quarterly.

BACKGROUND:

A Public Notice was posted May 19, 2016 in (the Salt Lake Tribune and the Deseret Morning News) general circulation to the general public. Notice was given that a public hearing is to be held June 7, 2016 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2015 and ending June 30, 2016, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

1 WEST VALLEY CITY, UTAH

2 ORDINANCE NO. _____

3 Draft Date: 5/5/2016 _____

4 Date Adopted: _____

5 Effective Date: _____

6
7 AN ORDINANCE AMENDING THE BUDGET OF WEST
8 VALLEY CITY FOR THE FISCAL YEAR BEGINNING
9 JULY 1, 2015 AND ENDING JUNE 30, 2016 TO REFLECT
10 CHANGES IN THE BUDGET FROM INCREASED
11 REVENUES AND AUTHORIZE THE DISBURSEMENT OF
12 FUNDS.
13

14 WHEREAS, on August 11, 2015 the West Valley City Council adopted by ordinance the
15 budget of West Valley City Corporation for the fiscal year beginning July 1, 2015 and ending
16 June 30, 2016, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated
17 1953, as amended; and

18
19 WHEREAS, the Finance Director, as the Budget Officer of West Valley City, has
20 prepared and filed with the City Manager and City Recorder proposed amendments to said duly-
21 adopted budget for consideration by the City Council and inspection by the public; and

22
23 WHEREAS, said proposed amendments reflect changes in the budget from increased
24 revenues and transfers as reflected; and

25
26 WHEREAS, notice was duly given of a public hearing to be held on June 7, 2016, to
27 consider the proposed amendments; and

28
29 WHEREAS, a public hearing to consider the proposed amendments was held on June 7,
30 2016 in accordance with said notice, at which hearing all interested parties were afforded an
31 opportunity to be heard for or against said proposed amendments; and

32
33 WHEREAS, all conditions precedent to the amendment of the budget have been
34 accomplished;

35
36 NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City,
37 Utah, as follows:

38
39 Section 1. The budget amendments attached hereto and made a part of this Ordinance
40 are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal
41 year beginning July 1, 2015 and ending June 30, 2016, in accordance with the requirements of
42 Title 10, Chapter 6, Utah Code Annotated 1953, as amended.

43
44 Section 2. The City Recorder is hereby directed to have this Ordinance certified by
45 the Budget Officer and filed with the State Auditor, as required by law.

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

48
49 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon
50 posting in the manner required by law.
51

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**GENERAL FUND - FUND 10
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
PROPERTY TAX:							
Current Year	21,329,811	21,855,421	21,953,357	21,953,357	21,953,357	21,953,357	21,953,357
Prior Year	518,434	647,807	657,383	657,383	657,383	657,383	657,383
Street Lights	444,411	453,288	453,288	453,288	453,288	453,288	453,288
Fitness Center	2,055,915	2,097,033	2,097,033	2,097,033	2,097,033	2,097,033	2,097,033
Vehicle Tax	1,664,638	1,742,947	1,635,384	1,635,384	1,635,384	1,635,384	1,635,384
Total Property Tax	26,013,209	26,796,496	26,796,445	26,796,445	26,796,445	26,796,445	26,796,445
SALES TAX:							
General Sales Tax	21,532,447	21,947,951	23,753,933	23,753,933	23,753,933	23,753,933	23,753,933
Total Sales Tax	21,532,447	21,947,951	23,753,933	23,753,933	23,753,933	23,753,933	23,753,933
UTILITY TAX:							
Cable TV/Bch Adv	660,064	684,595	670,924	670,924	670,924	670,924	670,924
Telecommunications	1,613,611	1,528,440	1,569,439	1,569,439	1,569,439	1,569,439	1,569,439
Electricity	5,307,959	5,627,949	5,992,132	5,992,132	5,992,132	5,992,132	5,992,132
Gas	2,397,290	2,438,227	2,725,269	2,725,269	2,725,269	2,725,269	2,725,269
Total Utility Tax	9,978,924	10,279,211	10,957,764	10,957,764	10,957,764	10,957,764	10,957,764
WEST RIDGE AMPHITHEATER:							
Amp. Ticket Revenues	188,417	165,000	188,000	188,000	188,000	188,000	188,000
Total Westridge Amphitheater	188,417	165,000	188,000	188,000	188,000	188,000	188,000
SPECIAL IMPROVEMENT DISTRICTS:							
5600 West SID 2003-1	218,159	188,092	154,000	154,000	154,000	154,000	154,000
Total Special Imp Dist	218,159	188,092	154,000	154,000	154,000	154,000	154,000
LICENSES AND PERMITS:							
Business & Econ. Services	1,159,000	1,150,000	1,160,000	1,160,000	1,160,000	1,160,000	1,160,000
Animal Licenses	100,041	82,000	100,000	100,000	100,000	100,000	100,000
Building Permits	1,610,234	1,450,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Subdivision Fees	223,903	200,000	191,500	191,500	191,500	191,500	191,500
Disporportionate Service	528,973	515,000	520,000	520,000	520,000	520,000	520,000
Total Licenses & Permits	3,622,151	3,397,000	3,471,500	3,471,500	3,471,500	3,471,500	3,471,500

**GENERAL FUND - FUND 10
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
MISCELLANEOUS:							
Taylorsville DS Reimb.	0	137,000	137,000	137,000	137,000	137,000	137,000
Taylorsville Contract Services	286,360	305,000	320,000	320,000	320,000	320,000	320,000
Animal Shelter Vaccinations	45,659	40,000	35,000	35,000	35,000	35,000	35,000
Animal Shelter Misc. Fees	36,297	37,000	40,000	40,000	40,000	40,000	40,000
Animal Sterilization	39,983	31,000	35,000	35,000	35,000	35,000	35,000
Animal Shelter Donations	0	0	0	0	0	0	5,000 4
Police Reports	96,524	50,000	75,000	75,000	75,000	75,000	75,000
Police Reimbursement	186,895	250,000	250,000	250,000	250,000	250,000	250,000
Fingerprinting/Work Orders	15,953	15,000	15,000	15,000	15,000	15,000	15,000
Miscellaneous	191,958	100,000	155,000	156,500	158,800	159,800	179,700 1,6
Fire Prevention/Haz Mat	177,237	175,000	175,000	175,000	175,000	175,000	175,000
Harman Home Maint., etc.	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Harman Home SL CO.	14,419	15,954	15,954	15,954	15,954	15,954	15,954
Transportation Programs	0	0	0	0	0	0	0
Indigent Defense	39,983	35,000	39,000	39,000	39,000	39,000	39,000
Excavation Perm-Prop Bond	52,236	50,000	75,000	75,000	75,000	75,000	75,000
Rent-Housing Authority	42,000	42,000	42,000	42,000	42,000	42,000	42,000
Rental Properties	16,800	15,000	15,000	15,000	15,000	15,000	15,000
Tower Lease	85,170	69,586	85,725	85,725	85,725	85,725	85,725
Park Reservations/Activities	18,459	5,000	5,000	6,958	6,958	6,958	10,067 11
Maverik Center Equip. Lease	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Hale Center Theatre Maintenance	5,000	15,836	15,836	15,836	15,836	15,836	15,836
Court Maintenance	19,118	14,000	20,000	20,000	20,000	20,000	20,000
Professional Shop Services	110,793	100,000	100,000	100,000	100,000	100,000	100,000
STP Engineering Fees	0	0	100,000	100,000	100,000	100,000	100,000
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Total Miscellaneous	1,665,844	1,687,376	1,935,515	1,938,973	1,941,273	1,942,273	1,970,282
JUSTICE COURT:							
Small Claims Fees	149,780	145,000	145,000	145,000	145,000	145,000	145,000
Traffic Fines	2,744,853	3,354,874	3,675,000	3,675,000	3,675,000	3,675,000	3,675,000
Sub-Total Courts	2,894,633	3,499,874	3,820,000	3,820,000	3,820,000	3,820,000	3,820,000
Civil Fines and Penalties							
ACE Program	51,926	100,000	100,000	100,000	100,000	100,000	100,000
Bail Fines & Forfeitures	0	10,000	2,000	2,000	2,000	2,000	2,000
Parking Ticket Fines	15,821	15,000	15,000	15,000	15,000	15,000	15,000
Civil Penalties	370,217	400,000	400,000	400,000	400,000	400,000	400,000
Sub-Total Civil	437,964	525,000	517,000	517,000	517,000	517,000	517,000
Total Justice Court	3,332,597	4,024,874	4,337,000	4,337,000	4,337,000	4,337,000	4,337,000

**GENERAL FUND - FUND 10
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
INTEREST:							
Investment Interest	132,586	180,000	180,000	180,000	180,000	180,000	180,000
RDA Interest	248,640	248,649	248,640	248,640	248,640	248,640	248,640
Total Interest	381,226	428,649	428,640	428,640	428,640	428,640	428,640
OTHER:							
Revenue Other Source	0	0	2,198,650	2,301,435	2,400,435	2,476,328	2,476,328
Reserves	0	172,975	742,000	742,000	742,000	742,000	742,000
Sale of Assets	0	0	0	7,500	7,500	7,500	7,500
Sale of Land (Other)	0	0	0	0	0	0	108,000 ²
Total Other	0	172,975	2,940,650	3,050,935	3,149,935	3,225,828	3,333,828
Subtotal	66,932,975	69,087,624	74,963,447	75,077,189	75,178,489	75,255,382	75,391,391
RESTRICTED FUNDS:							
Forfeited Assets	64,996	0	0	0	0	0	0
Bond Proceeds	475,533	0	0	525,500	525,500	845,500	953,188 ¹⁰
Bond Interest	25,720	0	0	0	0	0	0
Total Restricted Funds	566,249	0	0	525,500	525,500	845,500	953,188
Grand Total	67,499,223	69,087,624	74,963,447	75,602,689	75,703,989	76,100,882	76,344,579

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
LEGISLATIVE:								
City Council	711,651	709,170	762,647	762,647	762,647	762,647	762,263	12
Elections	156,715	237,789	237,789	237,789	237,789	237,789	237,789	
Total Legislative	868,366	946,959	1,000,436	1,000,436	1,000,436	1,000,436	1,000,052	
ADMINISTRATIVE:								
City Manager	687,519	735,939	746,489	746,489	746,489	754,195	754,195	
Justice Court	1,785,445	1,962,821	1,916,039	1,916,039	1,916,039	1,931,468	1,931,468	
Information Technology	1,700,249	1,637,997	1,700,277	1,700,277	1,700,277	1,711,372	1,709,521	12
Central Services	2,493,249	2,297,661	2,557,449	2,982,449	2,982,449	3,302,449	3,302,449	
Communications	109,809	108,202	111,244	111,244	111,244	112,340	112,340	
Human Resources	532,767	585,816	681,763	681,763	733,741	736,987	736,987	
Events/Promotion	0	0	0	0	0	0	0	
Community & Media Relations	438,563	609,172	617,064	619,112	621,112	627,069	628,569	6
Recorder	610,473	618,173	624,251	624,251	624,251	625,670	625,670	
Total Administrative	8,358,074	8,555,781	8,954,576	9,381,624	9,435,602	9,801,550	9,801,199	
NON-DEPARTMENTAL								
SID Sales Tax Rebate	133,012	80,000	80,000	80,000	80,000	80,000	80,000	
C-Pace Bond Series 2015	0	0	0	100,500	100,500	100,500	100,500	
UTOPIA	4,078,518	4,279,572	4,354,337	4,354,337	4,354,337	4,354,337	4,354,337	
Capital Projects/Fleet Xfer to CIP	675,000	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Rental Home Expense	6,596	15,000	15,000	15,000	15,000	15,000	15,000	
Council Contingency Misc	(267,885)	0	0	0	0	0	0	
Retirement Incentives	48,611	0	0	0	0	0	0	
Wage Under Runs	0	(600,000)	(600,000)	(600,000)	(600,000)	(443,083)	0	12
Storm Water (Prof. Service)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	
Sanitation (Prof. Service)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	
Transfers In	(32,660)	0	0	0	0	0	0	
Benefits Accrual	1,345,366	1,271,000	1,422,000	1,422,000	1,521,000	999,000	999,000	
Professional/Technical	0	0	0	0	0	32,113	32,113	
Fitness Center / PT	2,431,343	2,484,424	2,343,745	2,343,745	2,343,745	2,343,745	2,343,745	
Hale Center Theatre	69,188	69,188	69,188	69,188	69,188	69,188	69,188	
Maverik Center (Arena Fund)	506,283	844,671	850,000	850,000	850,000	850,000	850,000	
Cultural Center	795,903	1,012,550	909,425	909,425	909,425	909,425	909,425	
Stonebridge Golf Course	1,360,291	350,000	1,540,955	1,540,955	1,540,955	1,540,955	1,540,955	
Transfer Out	443,122	0	0	0	0	38,945	146,945	2
Transfer In	0	0	0	(16,313)	(16,313)	(16,313)	(134,038)	13
Westfest	0	25,000	25,000	25,000	25,000	25,000	25,000	
Rolling Stock	0	0	0	0	0	0	0	
Special Projects	0	0	100,000	183,000	183,000	183,000	183,000	
Utilities	547,607	500,320	500,320	500,320	500,320	500,320	500,320	
Bond Fees	0	0	0	0	0	0	0	
Total Non-Departmental	11,282,820	9,474,250	11,752,495	11,919,682	12,018,682	11,724,657	12,158,015	

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
DEBT SERVICE:							
Animal Shelter/CPD Facility	621,892	145,550	204,950	204,950	204,950	204,950	204,950
Public Safety/Stonebridge	612,548	1,744,475	1,764,663	1,764,663	1,764,663	1,764,663	1,764,663
Fitness Center Refinance	1,598,550	1,601,950	1,601,550	1,601,550	1,601,550	1,601,550	1,601,550
Maverik Center Equipment Lease	166,249	169,332	661,434	661,434	661,434	661,434	661,434
City Portion Equipment Lease	33,258	33,875	132,319	132,319	132,319	132,319	132,319
Cultural Arts	0	0	0	0	0	0	0
SID 2003-1	246,874	246,874	246,875	246,875	246,875	246,875	246,875
Vehicle Lease S'09	272,619	0	0	0	0	0	0
Vehicle Lease S'12	0	0	0	0	0	0	0
Bond Fees	14,015	37,110	37,110	37,110	37,110	37,110	37,110
Fire Truck Lease	0	0	0	0	0	0	0
Fire Truck Lease S2012	69,218	69,218	69,218	69,218	69,218	69,218	69,218
Ladder Truck Equip Lease CIP Trans	111,047	110,081	0	0	0	0	0
Vehicle Lease S'07 CIP transfer	0	0	0	0	0	0	0
Vehicle Lease S'09 CIP transfer	272,619	0	0	0	0	0	0
Vehicle Lease S'10 CIP transfer	65,453	65,453	65,453	65,453	65,453	65,453	65,453
Vehicle Lease S'12 CIP transfer	94,935	94,935	94,935	94,935	94,935	94,935	94,935
Vehicle Lease S'13 CIP transfer	0	68,591	68,591	68,591	68,591	68,591	68,591
Fire Truck Refurbish CIP Transfer	23,346	23,346	23,346	23,346	23,346	23,346	23,346
Fire Truck Lease 2014 CIP Transfer	0	130,000	139,950	139,950	139,950	139,950	139,950
Fire Station #75/ PW (Transfer BA)	441,360	440,860	441,460	441,460	441,460	441,460	441,460
Fire Station #74 (Transfer to BA)	218,731	222,682	225,400	225,400	225,400	225,400	225,400
Bond Defeasance	0	0	0	0	0	0	0
Subtotal	4,862,713	5,204,332	5,777,253	5,777,253	5,777,253	5,777,253	5,777,253
Transfers In:							
Fire Station Impact Fees	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)
RDA (UCCC)	0	0	0	0	0	0	0
Fitness Center Refinance	(1,603,750)	(1,607,150)	(1,606,750)	(1,606,750)	(1,606,750)	(1,606,750)	(1,606,750)
Stonebridge	0	(1,136,412)	(1,149,533)	(1,149,533)	(1,149,533)	(1,149,533)	(1,149,533)
Maverik Center Equip. (City portion)	(33,258)	(33,875)	(132,319)	(132,319)	(132,319)	(132,319)	(132,319)
Sanitation	(6,500)	(6,500)	0	0	0	0	0
Subtotal	(1,683,508)	(2,823,937)	(2,928,602)	(2,928,602)	(2,928,602)	(2,928,602)	(2,928,602)
Total Debt Service	3,179,204	2,380,395	2,848,651	2,848,651	2,848,651	2,848,651	2,848,651

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
COMMUNITY & ECONOMIC DEVELOPMENT:							
Administration	250,234	281,246	267,997	267,997	267,997	271,435	271,435
Planning Commission	9,455	10,276	10,276	10,276	10,276	10,276	10,276
Board of Adjustment	736	4,364	4,364	4,364	4,364	4,364	4,364
Building Inspection	721,889	732,317	845,329	845,329	845,329	875,060	875,060
Planning & Zoning	535,715	618,025	631,115	631,115	631,115	636,139	636,139
Total Comm. & Econ. Dev.	1,518,029	1,646,228	1,759,081	1,759,081	1,759,081	1,797,274	1,797,274
FINANCE:							
Administration	379,279	461,760	476,983	476,983	476,983	479,821	479,821
Purchasing	89,584	92,112	94,263	110,576	110,576	111,684	111,684
Business Licenses	200,835	208,356	213,849	213,849	213,849	214,667	214,667
Treasury	259,474	267,788	272,804	272,804	272,804	275,385	270,998 12
Accounting	387,589	441,033	442,330	442,330	442,330	446,690	446,690
Budget & Disbursements	235,214	252,318	258,712	258,712	258,712	260,671	260,671
Total Finance	1,551,975	1,723,367	1,758,941	1,775,254	1,775,254	1,788,918	1,784,531
FIRE:							
Administration	540,688	758,850	758,751	758,751	758,751	762,186	762,186
Emergency Operations	7,059,811	7,438,929	7,701,832	7,701,832	7,702,132	7,787,795	7,759,443 11,12
Fire Prevention	271,795	267,212	333,325	333,325	333,325	334,598	334,598
Logistics	341,349	382,381	379,981	379,981	379,981	379,981	379,981
Special Operations	37,721	35,801	35,801	35,801	35,801	35,801	35,801
Development Services	146,125	153,768	153,861	153,861	153,861	153,861	172,261 1
Medical Services	281,413	317,760	328,298	328,298	328,298	329,101	329,101
Total Fire	8,678,902	9,354,701	9,691,849	9,691,849	9,692,149	9,783,322	9,773,370
LAW:							
Civil/Prosecutor/Risk	1,963,206	2,162,060	2,369,081	2,371,733	2,319,755	2,337,434	2,326,821 12
Risk Financing	695,467	841,946	1,105,365	1,105,365	1,105,365	1,105,365	1,105,365
Victim Assistance	112,896	266,771	267,558	267,558	267,558	270,519	270,519
Total Law	2,771,569	3,270,777	3,742,004	3,744,656	3,692,678	3,713,318	3,702,705
PARKS & RECREATION:							
Parks & Rec. Administration	366,679	392,757	407,589	408,089	408,089	410,365	405,667 12
Park Maintenance	1,315,223	1,410,187	1,407,787	1,407,787	1,407,787	1,414,959	1,414,959
Recreation	11,939	40,219	38,993	38,993	38,993	38,993	38,993
Harman Home Operations	153,266	163,115	164,924	175,174	175,174	176,489	176,489
Events	0	0	0	0	0	0	0
Total Parks & Recreation	1,847,107	2,006,278	2,019,293	2,030,043	2,030,043	2,040,806	2,036,108

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
POLICE:								
Administration	21,033,180	21,989,585	23,439,010	23,440,968	23,440,968	23,496,425	23,221,315	10,11,12
Records	27,666	45,200	45,200	45,200	45,200	45,200	45,200	
Training	191,363	161,083	231,083	231,083	231,083	231,083	231,083	
Crossing Guards	336,625	501,277	509,745	509,745	509,745	509,745	509,745	
Evidence	20,151	20,000	20,000	20,000	20,000	20,000	20,000	
Forensics	27,140	19,750	19,750	19,750	19,750	19,750	19,750	
Community Policing	17,162	22,710	22,710	22,710	22,710	23,710	23,710	
Investigation	47,389	25,641	25,641	25,641	25,641	25,641	25,641	
Uniform Patrol	81,393	84,410	84,410	84,410	84,410	84,410	84,410	
S.W.A.T. Unit	35,476	55,560	55,560	55,560	55,560	76,540	76,540	
Special Operations	27,980	30,800	30,800	30,800	30,800	30,800	30,800	
Police Grants	(231,863)	0	156,641	156,641	156,641	156,641	156,641	6
Total Police	21,613,662	22,956,016	24,640,550	24,642,508	24,642,508	24,719,945	24,444,835	
PUBLIC WORKS:								
Administration	350,320	404,205	327,812	327,812	327,812	333,451	385,752	9,13
Streets	889,808	1,042,849	1,074,551	1,074,551	1,074,551	1,094,895	1,139,035	13
Transportation	248,904	275,218	276,725	276,725	276,725	278,885	278,885	
Engineering	613,052	689,781	641,905	641,905	641,905	655,317	676,601	13
Street Lights	505,173	609,233	581,012	581,012	581,012	581,875	581,875	
Public Facilities	1,023,010	1,044,905	1,071,111	1,071,111	1,071,111	1,075,806	1,075,806	
Fleet Maintenance	740,627	786,642	821,444	828,944	828,944	836,529	836,529	
Total Public Works	4,370,894	4,852,833	4,794,560	4,802,060	4,802,060	4,856,758	4,974,483	
COMMUNITY PRESERVATION								
Administration	305,589	296,538	243,348	243,348	243,348	245,780	245,780	
Animal Control	1,005,787	1,012,368	1,119,914	1,125,749	1,125,749	1,135,264	1,133,372	4,12
Ordinance Enforcement	570,335	611,133	637,749	637,749	637,749	644,204	644,204	
Total Community Preservation	1,881,711	1,920,039	2,001,011	2,006,846	2,006,846	2,025,248	2,023,356	
Total Operating Expenses	67,922,313	69,087,624	74,963,447	75,602,689	75,703,989	76,100,882	76,344,579	
RESTRICTED FUNDS:								
Forfeited Assets	0	0	0	0	0	0	0	
Total Restricted Funds	0	0	0	0	0	0	0	
Grand Total	67,922,313	69,087,624	74,963,447	75,602,689	75,703,989	76,100,882	76,344,579	

**WEST VALLEY CITY "C" ROADS - FUND 11
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
"C" Roads							
"C" Road Fund	3,735,090	3,800,000	3,850,000	3,850,000	3,850,000	3,850,000	3,850,000
Misc. Revenue	0	0	0	0	0	0	0
Interest Revenue	10,174	0	0	0	0	0	0
Gain on Sale of Assets	9,740	0	0	0	0	0	0
Funding Other Sources	0	357,564	397,004	1,247,144	1,447,144	1,797,144	1,481,644
Subtotal	3,755,004	4,157,564	4,247,004	5,097,144	5,297,144	5,647,144	5,331,644

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**WEST VALLEY CITY "C" ROADS - FUND 11
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATIONS:							
Equipment	25,093	28,000	28,000	28,000	28,000	28,000	28,000
Gasoline, Diesel	220	3,000	3,000	3,000	3,000	3,000	3,000
Professional Svcs. (Intern)	446,564	446,564	460,004	460,004	460,004	460,004	460,004
Professional Svcs. (Ext.)	45,408	35,000	135,000	135,000	35,000	35,000	35,000
Special Supplies	159,147	272,000	157,000	157,000	157,000	157,000	157,000
Crack Seal	442,120	500,000	515,000	515,000	515,000	515,000	515,000
Concrete & Salt	233,177	210,000	210,000	210,000	210,000	210,000	210,000
Capital Building	0	0	30,000	30,000	30,000	30,000	30,000
Capital Equipment	456,017	217,500	197,500	197,500	197,500	197,500	197,500
Debt Service Fleet	0	0	0	0	0	0	0
Special Projects	4,734	1,700,000	1,706,000	1,964,609	1,964,609	1,964,609	1,964,609
Transfer Out	0	0	0	0	100,000	450,000	515,424
Subtotal Streets	1,812,480	3,412,064	3,441,504	3,700,113	3,700,113	4,050,113	4,115,537
ENGINEERING:							
Professional Svcs. (Intern)	110,000	110,000	170,000	170,000	170,000	170,000	170,000
Special Projects	1,386,440	300,000	300,000	891,531	1,091,531	1,091,531	710,607
Subtotal Engineering	1,496,440	410,000	470,000	1,061,531	1,261,531	1,261,531	880,607
TRANSPORTATION:							
Equipment	569	2,000	1,000	1,000	1,000	1,000	1,000
Utilities	13,189	12,000	13,000	13,000	13,000	13,000	13,000
Professional Svcs. (Int.)	20,000	11,500	11,500	11,500	11,500	11,500	11,500
Professional Svcs. (Ext.)	178,114	200,000	200,000	200,000	200,000	200,000	200,000
Signs	26,631	25,000	25,000	25,000	25,000	25,000	25,000
Traffic Controls	27,135	35,000	35,000	35,000	35,000	35,000	35,000
Special Projects	65,611	50,000	50,000	50,000	50,000	50,000	50,000
Subtotal Transportation	331,249	335,500	335,500	335,500	335,500	335,500	335,500
Total Expenditures	3,640,169	4,157,564	4,247,004	5,097,144	5,297,144	5,647,144	5,331,644

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**WEST VALLEY CITY FITNESS CENTER - FUND 21
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
FITNESS CENTER:							
Facility Drop-In Fees	260,476	275,000	260,000	260,000	260,000	260,000	260,000
Annual Passes	1,163,484	1,268,000	1,268,000	1,268,000	1,268,000	1,268,000	1,268,000
Activity Area	72,807	72,000	125,000	132,800	132,800	132,800	132,800
Community Rooms	(3,637)	5,000	25,000	25,000	25,000	25,000	25,000
Children's Area	294,296	275,000	345,000	345,000	345,000	345,000	345,000
Aquatics	82,236	85,000	92,000	92,000	92,000	92,000	92,000
Pro Shop	4,099	12,000	8,000	8,000	8,000	8,000	8,000
Snack Bar	92,046	95,000	95,000	95,000	95,000	95,000	95,000
Sports Programs	119,727	125,000	125,000	125,000	125,000	125,000	125,000
Catering	3,759	7,500	5,000	5,000	5,000	5,000	5,000
Miscellaneous Rev.	45,782	57,000	30,000	30,000	30,000	30,000	30,000
Funding Other Sources	0	0	0	0	0	0	30,000
Total Fitness Center	2,135,075	2,276,500	2,378,000	2,385,800	2,385,800	2,385,800	2,415,800

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**WEST VALLEY CITY FITNESS CENTER - FUND 21
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
FITNESS CENTER:							
Transfers In GF/ Property Tax	(2,431,343)	(2,097,033)	(2,097,033)	(2,097,033)	(2,097,033)	(2,097,033)	(2,097,033)
Added Operating Infusion	(39,362)	(387,391)	(246,712)	(246,712)	(246,712)	(257,685)	(257,685)
Permanent Employees	737,464	777,644	757,151	762,351	762,351	771,420	771,420
O.T. Employees	5,117	7,500	7,500	7,500	7,500	7,500	7,500
Temporary Employees	712,347	826,984	822,349	822,349	822,349	822,349	822,349
Additional Pay	9,833	21,000	21,000	21,000	21,000	21,000	21,000
Employee Benefits	355,618	402,438	374,371	376,971	376,971	378,875	378,875
Uniform Allowance	135	500	500	500	500	500	500
Books & Dues	598	1,300	1,300	1,300	1,300	1,300	1,300
Advertising	14,859	30,000	30,000	30,000	30,000	30,000	30,000
Travel & Training	8,567	13,000	16,000	16,000	16,000	16,000	16,000
Office Supplies	41,343	45,000	44,016	44,016	44,016	44,016	44,016
Snack Bar	71,613	72,000	72,000	72,000	72,000	72,000	72,000
Equipment Maint.	225,737	175,000	175,000	175,000	175,000	175,000	175,000
Gasoline & Diesel	3,875	4,600	4,600	4,600	4,600	4,600	4,600
Software	4,999	5,000	5,000	5,000	5,000	5,000	5,000
Building/Grounds	45,760	66,000	66,000	66,000	66,000	66,000	66,000
Utilities	332,655	321,000	321,000	321,000	321,000	321,000	321,000
Telephone	11,010	10,508	10,508	10,508	10,508	10,508	10,508
Professional Services	80,911	94,800	95,300	95,300	95,300	95,300	95,300
General Health	3,729	3,000	3,000	3,000	3,000	3,000	3,000
Special Supplies	22,159	18,000	25,000	25,000	25,000	25,000	25,000
Children's Programs	54,076	61,000	67,000	67,000	67,000	67,000	67,000
Adult Programs	30,084	40,000	38,500	38,500	38,500	38,500	38,500
Aquatics	10,463	26,000	26,000	26,000	26,000	26,000	26,000
Insurance	46,487	46,500	46,900	46,900	46,900	46,900	46,900
Capital Equipment	66,098	85,000	85,000	85,000	85,000	85,000	85,000
Trustee Fees (Transfer to GL)	5,200	5,200	5,200	5,200	5,200	5,200	5,200
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000	30,000	30,000	60,000
Debt Service (Transfer to GL)	1,599,537	1,601,950	1,601,550	1,601,550	1,601,550	1,601,550	1,601,550
Transfer for Police Substation	(25,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
Total Fitness Center	2,034,569	2,276,500	2,378,000	2,385,800	2,385,800	2,385,800	2,415,800

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WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23

REVENUE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
HALE CENTRE THEATRE:							
Rent	499,144	504,918	550,700	550,700	550,700	550,700	550,700
Capitalized Interest	1,566	0	0	0	0	0	0
Total Hale Centre Theatre	500,710	504,918	550,700	550,700	550,700	550,700	550,700

WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23

EXPENDITURE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
HALE CENTRE THEATRE:							
Building & Grounds	18,221	19,188	19,188	19,188	19,188	19,188	19,188
Debt Serv (BA)	508,369	504,918	550,700	550,700	550,700	550,700	550,700
Cap Res (BA)	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Gen.Fund Transfer In	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)
Total Hale Centre Theatre	507,402	504,918	550,700	550,700	550,700	550,700	550,700

WEST VALLEY CITY ARENA - FUND 25

REVENUE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
ARENA REVENUES	2,881,893	3,289,200	3,490,698	3,490,698	3,490,698	3,490,698	3,490,698

WEST VALLEY CITY ARENA - FUND 25

EXPENDITURE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
ARENA:							
Operations	3,419,397	3,755,325	4,005,879	4,005,879	4,005,879	4,005,879	4,005,879
Transfers Out	2,889,605	2,839,596	2,983,915	2,983,915	2,983,915	2,983,915	2,983,915
Transfers In	(2,885,308)	(3,305,721)	(3,499,096)	(3,499,096)	(3,499,096)	(3,499,096)	(3,499,096)
Total Arena	3,423,694	3,289,200	3,490,698	3,490,698	3,490,698	3,490,698	3,490,698

**SANITATION - FUND 27
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
SANITATION:							
Garbage Fees	4,547,453	4,600,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000
Interest	23,505	0	0	0	0	0	0
Funding Other Source	0	514,922	0	0	32,573	32,573	40,823
Total	<u>4,570,958</u>	<u>5,114,922</u>	<u>5,100,000</u>	<u>5,100,000</u>	<u>5,132,573</u>	<u>5,132,573</u>	<u>5,140,823</u>

**SANITATION - FUND 27
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
SANITATION:							
Permanent Employees	128,766	130,603	78,882	78,882	111,455	112,024	112,024
O.T. Employees	853	2,000	2,000	2,000	2,000	2,000	2,000
Temporary Employees	6,555	6,000	6,000	6,000	6,000	6,000	6,000
Employee Benefits	54,488	58,283	37,954	37,954	37,954	38,073	38,073
Books/Subscriptions	0	200	250	250	250	250	250
Advertising	109	1,000	1,000	1,000	1,000	1,000	1,000
Travel & Training	1,453	2,000	2,000	2,000	2,000	2,000	2,000
Office Supplies	5,227	4,000	6,000	6,000	6,000	6,000	6,000
Gasoline & Diesel	9,185	10,000	9,000	9,000	9,000	9,000	9,000
Auto Parts	0	3,000	3,000	3,000	3,000	3,000	3,000
Prof. Services Internal	625,081	602,681	732,487	732,487	732,487	732,487	740,737
Prof. Services External	2,517,561	2,669,979	2,728,346	2,728,346	2,678,346	2,678,346	2,678,346
Landfill Fees	1,168,362	1,316,250	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000
Special Supplies	159,463	125,000	150,000	150,000	150,000	150,000	150,000
Capital Building	0	0	15,000	15,000	15,000	15,000	15,000
Capital Allocation	0	0	39,931	39,931	39,931	39,931	13,781
Transfer Out-General Fund	6,500	6,500	0	0	50,000	50,000	76,151
Transfer In-General Fund	0	0	0	0	0	(688)	(688)
Debt Service	168,282	169,276	0	0	0	0	0
Clean & Beautiful Expenses	8,140	8,150	13,150	13,150	13,150	13,150	13,150
Total	<u>4,860,025</u>	<u>5,114,922</u>	<u>5,100,000</u>	<u>5,100,000</u>	<u>5,132,573</u>	<u>5,132,573</u>	<u>5,140,823</u>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Road Impact Fees	906,115	400,000	270,000	270,000	270,000	270,000	270,000
Interest	0	0	0	0	0	0	0
Funding Other Sources	0	0	1,387,000	1,452,039	1,452,039	1,602,039	1,602,039
Total	906,115	400,000	1,657,000	1,722,039	1,722,039	1,872,039	1,872,039

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Professional Services	45,000	45,000	60,000	60,000	60,000	60,000	60,000
Road Projects	4,854	258,000	1,500,000	1,565,039	1,565,039	1,715,039	1,715,039
5370 W Roundabout	97,000	97,000	97,000	97,000	97,000	97,000	97,000
Total Expenditures	146,854	400,000	1,657,000	1,722,039	1,722,039	1,872,039	1,872,039

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Park Impact Fees	1,076,525	100,000	300,000	300,000	300,000	300,000	300,000
Funding Other Sources	0	0	0	0	0	0	567,000
Total Revenue	1,076,525	100,000	300,000	300,000	300,000	300,000	867,000

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Park Impact Expenses	517,192	100,000	300,000	300,000	300,000	300,000	300,000
Transfers Out	0	0	0	0	0	0	567,000
Transfers In	0	0	0	0	0	0	0
Total Expenditures	517,192	100,000	300,000	300,000	300,000	300,000	867,000

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Fire Impact Fees	107,678	40,000	40,000	40,000	40,000	40,000	40,000
Interest	0	0	0	0	0	0	0
Total Revenue	107,678	40,000	40,000	40,000	40,000	40,000	40,000

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Fire Station 74 Debt Transfer (GF)	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Total Expenditures	40,000	40,000	40,000	40,000	40,000	40,000	40,000

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Police Impact Fees	77,949	30,000	30,000	30,000	30,000	30,000	30,000
Interest	0	0	0	0	0	0	0
Total Revenue	77,949	30,000	30,000	30,000	30,000	30,000	30,000

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Special Projects	0	0	0	0	0	0	0
Police Subs. Debt Transfer to FFC	25,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Expenditures	25,000	30,000	30,000	30,000	30,000	30,000	30,000

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
FLOOD IMPACT FEES:							
Redwood District	0	0	0	0	0	0	0
Decker District	9,470	0	0	0	0	0	0
Jordan District	971	0	0	0	0	0	0
Riter District	79,590	100,000	70,000	70,000	70,000	70,000	70,000
Oquirrh Shadows	8,778	0	0	0	0	0	0
Lake Park	10,794	0	0	0	0	0	0
Canal District	486	0	0	0	0	0	0
West Ridge Distict	0	0	0	0	0	0	0
Funding Other Sources	0	0	144,000	216,300	216,300	216,300	216,300
Total Revenue	110,088	100,000	214,000	286,300	286,300	286,300	286,300

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Special Projects	0	0	0	0	0	0	0
Redwood	4,121	0	0	0	0	0	0
Decker	14,490	0	0	0	0	0	0
Lee Creek	0	0	0	0	0	0	0
Riter District	125,000	100,000	214,000	286,300	286,300	286,300	286,300
Oquirrh Shadows	0	0	0	0	0	0	0
West Ridge District	42,277	0	0	0	0	0	0
Transfer In	(117,628)	0	0	0	0	0	0
Total Expenditure	68,260	100,000	214,000	286,300	286,300	286,300	286,300

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
STORM WATER UTILITY:								
Storm Water Utility Fees	4,004,798	3,700,000	3,750,000	3,750,000	3,750,000	3,750,000	3,750,000	
Interest Income	187,602	0	0	0	0	0	0	
Gain on Sale of Assets	287,498	0	0	0	0	0	0	
Miscellaneous Revenue	0	0	0	0	0	0	0	
Revenue Other Sources (Fund Bal.)	0	670,863	1,512,403	1,724,955	1,752,450	2,272,450	2,726,851	6,9,13
Total Revenue	4,479,898	4,370,863	5,262,403	5,474,955	5,502,450	6,022,450	6,476,851	

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
OPERATIONS:								
Books/Dues	161	161	170	170	170	170	170	
Travel & Training	1,612	3,000	5,000	5,000	5,000	5,000	5,000	
Office Supplies	1,374	2,400	2,400	2,400	2,400	2,400	2,400	
Equip Maintenance	54,483	50,000	50,000	50,000	50,000	50,000	50,000	
Fuel	62,459	70,000	60,000	60,000	60,000	60,000	60,000	
Auto Maintenance	65,000	65,000	65,000	65,000	65,000	65,000	65,000	
Vehicle Parts	73,228	75,000	75,000	75,000	75,000	75,000	75,000	
Utilities	18,258	20,000	20,000	20,000	20,000	20,000	20,000	
Prof./Tech (internal)	541,164	545,000	554,604	554,604	554,604	554,604	554,604	
Prof./Tech. (external)	60,455	58,000	158,320	158,320	58,320	58,320	58,320	
Gen. Health	0	700	0	0	0	0	0	
Special Supplies	75,169	75,000	70,000	70,000	70,000	70,000	70,000	
Insurance	8,691	20,000	10,000	10,000	10,000	10,000	10,000	
Capital Building	0	0	30,000	30,000	30,000	30,000	30,000	
Capital Equipment	2,125	165,000	165,000	165,000	165,000	165,000	165,000	
Depreciation	1,271,117	0	1,470,000	1,470,000	1,470,000	1,470,000	1,470,000	
Subtotal	2,235,295	1,149,261	2,735,494	2,735,494	2,635,494	2,635,494	2,635,494	
ENGINEERING:								
Books/Dues	161	200	200	200	200	200	200	
Travel & Training	704	3,500	2,000	2,000	2,000	2,000	2,000	
Office Supplies	13,820	4,200	3,000	3,000	3,000	3,000	3,000	
Equip. Maintenance	6,344	6,500	6,500	6,500	6,500	6,500	6,500	
Fuel	4,304	7,000	5,000	5,000	5,000	5,000	5,000	
Software	15,202	6,600	6,600	6,600	6,600	6,600	6,600	
Building/Grounds	6,335	0	0	0	0	0	0	
Prof/Tech (internal)	508,000	508,000	508,000	508,000	508,000	508,000	508,000	
Prof./Tech. (external)	9,647	32,100	10,000	10,000	10,000	10,000	10,000	
Special Supplies	5,314	5,000	3,000	3,000	3,000	3,000	3,000	
Special Projects	4,106,330	1,610,000	810,000	973,418	1,000,913	1,000,913	1,000,913	
Capitalized Spec Proj	(4,106,330)	0	0	0	0	0	0	
Debt Service	16,888	300,000	313,232	313,232	313,232	313,232	313,232	
Subtotal	586,718	2,483,100	1,667,532	1,830,950	1,858,445	1,858,445	1,858,445	
ADMINISTRATION:								
Permanent Employees	0	0	0	0	0	0	0	
Employee Benefits	0	0	0	0	0	0	0	
Public Notices	14,673	24,180	12,000	12,000	12,000	12,000	12,000	
Travel & Training	1,442	1,500	1,500	1,500	1,500	1,500	1,500	
Office Supplies	2,931	6,000	6,000	6,000	6,000	6,000	6,000	
Fuel	0	750	0	0	0	0	0	
Prof/Tech (internal)	524,094	501,694	572,499	572,499	572,499	572,499	580,749	9
Prof./Tech. (external)	196,518	204,378	252,378	301,513	301,513	301,513	301,513	
Capital Building	0	0	15,000	15,000	15,000	15,000	15,000	
Transfer Out	117,628	0	0	0	100,000	620,000	1,066,151	6,13
Subtotal	857,285	738,502	859,377	908,512	1,008,512	1,528,512	1,982,912	
Total Expenditure	3,679,298	4,370,863	5,262,403	5,474,955	5,502,450	6,022,450	6,476,851	

**THE DIVISION OF ARTS AND CULTURE - FUND 37
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Cultural Center:							
Miscellaneous	25	0	0	0	0	0	0
Cultural Center Revenue	167,266	150,000	150,000	150,000	150,000	150,000	150,000
Amphitheater	0	0	0	0	0	0	0
Concessions Revenue	8,349	0	0	0	0	0	0
Donations/Endow/Grants	155,068	150,000	250,000	250,000	261,490	261,490	261,490
Membership/Season Tickets	7,831	0	0	0	0	0	0
Funding Other Sources	0	0	0	39,286	0	0	0
Total Revenue	338,540	300,000	400,000	439,286	411,490	411,490	411,490

**THE DIVISION OF ARTS AND CULTURE - FUND 37
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Operations:							
Permanent Employees	581,287	621,423	635,507	619,194	619,194	624,797	624,797
Overtime	0	5,000	5,000	5,000	5,000	5,000	5,000
Temporary Employees	30,543	34,994	30,163	30,163	30,163	30,163	30,163
Employee Benefits	178,096	211,643	204,760	204,760	204,760	205,937	205,937
Books & Dues	74	2,500	3,000	3,000	3,000	3,000	3,000
Advertising	0	2,500	2,500	2,500	2,500	2,500	2,500
Travel & Training	76	2,500	3,000	3,000	3,000	3,000	3,000
Office Supplies	10,197	12,654	25,454	25,454	25,454	25,454	25,454
Equip. Maintenance	11,804	15,000	15,000	15,000	15,000	15,000	15,000
Gasoline	896	2,200	2,700	2,700	2,700	2,700	2,700
Auto Maintenance	0	1,800	2,300	2,300	2,300	2,300	2,300
Auto Parts	2,800	1,800	1,800	1,800	1,800	1,800	1,800
Software	0	500	5,500	5,500	5,500	5,500	5,500
Building & Grounds	13,638	26,781	26,781	26,781	26,781	26,781	26,781
Utilities	122,763	133,000	133,000	133,000	133,000	133,000	133,000
Telephone	12,232	9,220	9,520	9,520	9,520	9,520	9,520
Contingency	42,088	50,000	50,000	50,000	50,000	50,000	50,000
Professional Services	2,616	3,000	5,800	5,800	5,800	5,800	5,800
General Health	105	250	250	250	250	250	250
Special Supplies	63,711	74,037	72,942	72,942	147,718	189,518	189,518
Signs	0	2,500	2,500	2,500	2,500	2,500	2,500
Insurance	0	1,200	1,900	1,900	1,900	1,900	1,900
Sold Services	(63,179)	0	(697,000)	(697,000)	(760,286)	(802,086)	(802,086)
Special Projects	6,552	0	550,000	550,000	550,000	550,000	550,000
ZAP Activities	47,007	0	(3,000)	36,286	(3,000)	(3,000)	(3,000)
Grant/Donation Funded Activities	0	0	122,000	122,000	122,000	122,000	122,000
Cultural Arts Board (CAB)	25,021	44,398	44,398	44,398	44,398	44,398	44,398
Historical Society	0	0	0	0	0	0	0
Sister City	0	0	0	0	0	0	0
WorldStage Concerts	600	0	0	0	0	0	0
Events	8,324	10,000	10,000	10,000	10,000	10,000	10,000
Transfer Out	0	0	0	16,313	16,313	16,313	16,313
Transfer In From GF	(800,507)	(1,012,550)	(909,425)	(909,425)	(909,425)	(916,205)	(916,205)
Subtotal Operations	296,741	256,350	356,350	395,636	367,840	367,840	367,840
Maintenance:							
Equipment Maintenance	18,902	16,450	16,450	16,450	16,450	16,450	16,450
Gasoline	466	1,200	1,200	1,200	1,200	1,200	1,200
Building & Grounds	25,990	26,000	26,000	26,000	26,000	26,000	26,000
Subtotal Maintenance	45,358	43,650	43,650	43,650	43,650	43,650	43,650
Total Expenditures	342,099	300,000	400,000	439,286	411,490	411,490	411,490

**ARTS FOUNDATION - FUND 38
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Arts Foundation:							
Grants	0	0	30,000	30,000	30,000	30,000	30,000
Donations/Contributions	0	0	16,000	16,000	16,000	16,000	16,000
In-Kind Contributions	0	0	108,000	108,000	108,000	108,000	108,000
Capital Projects Grants/Contributions	0	0	500,000	500,000	500,000	500,000	500,000
Event Income	0	0	50,000	50,000	50,000	50,000	50,000
Interest Income	0	0	1,000	1,000	1,000	1,000	1,000
Total Revenue	0	0	705,000	705,000	705,000	705,000	705,000

**ARTS FOUNDATION - FUND 38
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Operations:							
Memberships/Dues/Subscriptions	0	0	500	500	500	500	500
Travel/Training	0	0	500	500	500	500	500
Supplies	0	0	12,800	12,800	12,800	12,800	12,800
Vehicle Gasoline	0	0	500	500	500	500	500
Vehicle Maintenance	0	0	500	500	500	500	500
Software	0	0	5,000	5,000	5,000	5,000	5,000
Office Space Rent	0	0	8,000	8,000	8,000	8,000	8,000
Telephone	0	0	300	300	300	300	300
Professional/Technical	0	0	2,800	2,800	2,800	2,800	2,800
Special Supplies	0	0	1,400	1,400	1,400	1,400	1,400
Insurance	0	0	700	700	700	700	700
Special Projects	0	0	550,000	550,000	550,000	550,000	550,000
UCCC Events	0	0	122,000	122,000	122,000	122,000	122,000
Total Expenditures	0	0	705,000	705,000	705,000	705,000	705,000

CAPITAL IMPROVEMENTS FUND - FUND 45

REVENUE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
REVENUES:								
Miscellaneous	80,190	0	0	0	0	0	125,000	3
Fed/State Capital Projects	4,435,561	0	0	0	0	0	0	
Rolling Stock Interest	140	0	0	0	0	0	0	
Interest - Restricted Projects	13,893	0	0	0	0	0	0	
Gain on Sale of Asset	115,785	0	0	0	0	55,000	55,000	
Total Revenues	4,645,569	0	0	0	0	55,000	180,000	
Other Sources	1,430,639	2,150,307	1,003,000	3,415,374	3,908,860	3,908,860	4,008,860	6
Total Revenue and Other Sources	6,076,208	2,150,307	1,003,000	3,415,374	3,908,860	3,963,860	4,188,860	

CAPITAL IMPROVEMENTS FUND - FUND 45

EXPENDITURE STATEMENT

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings	
EXPENDITURES:								
Rolling Stock Lease Payments	413,906	492,406	392,275	392,275	392,275	392,275	392,275	
Sold Services	(26,706)	0	0	(805,160)	(805,160)	(805,160)	(805,160)	
Special Projects	77,462	0	320,000	2,466,871	1,986,097	2,506,097	3,826,097	2,3,6
Facilities Projects	41,304	0	343,000	343,000	343,000	343,000	343,000	
Maverik Center Parking Lot	327,942	0	0	0	0	0	0	
City Hall Roof Repairs	29,566	0	0	0	0	0	0	
Remodel Fire Station #73	280,319	0	0	0	0	0	0	
City Hall Lobby 2nd Floor	22,501	0	0	0	0	0	0	
City Center Plaza	25,150	0	0	0	0	0	0	
Faribourne Station	525,287	0	0	0	0	0	0	
6400 W Extention	1,083,652	0	0	0	0	0	0	
6200 S Extention	4,501	0	0	0	0	0	0	
SR-201 Frontage Rd at Bangeter	1,068,702	0	0	0	0	0	0	
SR-201 Frontage Rd at 7200 W	913,021	0	0	0	0	0	0	
Jordan River Pedestrian Bridge	588,655	0	0	0	0	0	0	
2400 S 4800 W Extention	351,440	0	0	0	943,144	2,656,553	2,656,553	
Faiorbourne Station Parking Plaza	0	0	0	419,723	419,723	419,723	419,723	
City Hall Renovations	0	0	0	409,874	409,874	409,874	409,874	
Historic Granary Relocation	11,900	0	0	0	0	0	0	
UCCC Basement Buildout	0	250,000	0	241,065	241,065	241,065	241,065	
Admin Special Projects	118,875	0	75,000	75,000	75,000	75,000	75,000	
Finance Special Projects	0	0	150,000	150,000	150,000	150,000	150,000	
CED Special Projects	0	8,000	0	0	0	0	0	
Police Special Projects	0	44,213	35,000	35,000	66,115	66,115	66,115	
Fire Spceial Porjects	0	309,244	80,000	80,000	80,000	80,000	80,000	
Public Works Special Projects	0	593,000	0	0	0	0	0	
Parks Special Projects	189,940	45,850	0	0	0	0	0	
Rolling Stock	1,981,574	900,000	1,000,000	1,000,000	1,000,000	1,055,000	1,055,000	
Transfers Out	26,500	0	0	0	0	0	0	
Transfers In	(1,542,400)	(492,406)	(1,392,275)	(1,392,275)	(1,392,275)	(3,625,684)	(4,720,684)	2,6
Total Expenditures	6,513,091	2,150,307	1,003,000	3,415,374	3,908,860	3,963,860	4,188,860	

**THE RIDGE GOLF CLUB FUND - FUND 55
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING REVENUE:							
Green Fees	726,482	480,200	460,000	460,000	460,000	460,000	460,000
Member Programs	0	65,000	80,000	80,000	80,000	80,000	80,000
Carts	313,818	285,000	285,000	285,000	285,000	285,000	285,000
Driving Range	27,598	35,000	30,000	30,000	30,000	30,000	30,000
Grill/Catering	323,201	354,982	340,000	340,000	340,000	340,000	340,000
Pro Shop	87,065	115,000	115,000	115,000	115,000	115,000	115,000
Pull Carts	369	500	500	500	500	500	500
Rental Clubs	1,614	4,500	2,500	2,500	2,500	2,500	2,500
Used Balls	0	6,000	2,000	2,000	2,000	2,000	2,000
Facility Rental	0	32,000	40,000	40,000	40,000	40,000	40,000
Group Tournament	0	190,000	225,000	225,000	225,000	225,000	225,000
Gratuities	0	45,000	45,000	45,000	45,000	45,000	45,000
Miscellaneous	0	10,000	5,000	5,000	5,000	5,000	5,000
Research & Demonstration	3,300	0	0	0	0	0	0
Interest Income	8,957	0	0	0	0	0	0
Gain on Sale of Assets	1,604	0	0	0	0	0	0
Funding Other Sources	0	560,191	398,630	398,630	398,630	398,630	398,630
Total Revenue	1,494,008	2,183,373	2,028,630	2,028,630	2,028,630	2,028,630	2,028,630

**THE RIDGE GOLF CLUB FUND - FUND 55
EXPENSE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING EXPENSES							
OPERATIONS:							
Personnel	314,235	290,875	301,455	301,455	301,455	303,439	303,439
Operations	71,605	79,050	76,850	76,850	76,850	76,850	76,850
Professional Services	36,445	29,405	29,405	29,405	29,405	29,405	29,405
Utilities	31,516	36,000	36,000	36,000	36,000	36,000	36,000
Operations Subtotal	453,801	435,330	443,710	443,710	443,710	445,694	445,694
MAINTENANCE:							
Personnel	309,925	346,670	347,637	347,637	347,637	350,574	350,574
Operating Supplies	219,988	168,441	168,441	168,441	168,441	168,441	168,441
Utilities	116,378	178,885	178,885	178,885	178,885	178,885	178,885
Maintenance Subtotal	646,291	693,996	694,963	694,963	694,963	697,900	697,900
GRILL/CATERING							
Personnel	188,863	242,107	250,117	250,117	250,117	251,982	251,982
Operating Supplies	25,787	36,940	32,840	32,840	32,840	32,840	32,840
Snack Bar Subtotal	214,650	279,047	282,957	282,957	282,957	284,822	284,822
COST OF SALES:							
Cost of Goods Sold	57,779	75,000	75,000	75,000	75,000	75,000	75,000
Grill/Snack Bar	123,464	135,000	135,000	135,000	135,000	135,000	135,000
Depreciation	435,427	565,000	397,000	397,000	397,000	397,000	397,000
Cost of Sales Subtotal	616,670	775,000	607,000	607,000	607,000	607,000	607,000
Total Operating Expenses	1,931,412	2,183,373	2,028,630	2,028,630	2,028,630	2,035,416	2,035,416
NON-OPERATING EXPENSES:							
Transfer In (Gen.Fund)	(38,388)	0	0	0	0	(6,786)	(6,786)
Transfer Out	1,647	0	0	0	0	0	0
Debt-Retirement (Gen. Fund)	0	0	0	0	0	0	0
Total Non-Operating Expenses	(36,741)	0	0	0	0	(6,786)	(6,786)
Total Expenses	1,894,671	2,183,373	2,028,630	2,028,630	2,028,630	2,028,630	2,028,630

**STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING REVENUE:							
Green Fees	763,886	489,000	489,000	489,000	489,000	489,000	489,000
Member Programs	0	90,000	90,000	90,000	90,000	90,000	90,000
Carts	289,803	228,500	228,500	228,500	228,500	228,500	228,500
Driving Range	17,589	17,400	17,400	17,400	17,400	17,400	17,400
Grill/Catering	515,371	440,000	440,000	440,000	440,000	440,000	440,000
Pro Shop	190,050	168,000	168,000	168,000	168,000	168,000	168,000
Pull Carts	661	500	500	500	500	500	500
Rental Clubs	7,180	6,700	6,700	6,700	6,700	6,700	6,700
Used Balls	0	5,000	5,000	5,000	5,000	5,000	5,000
Facility Rental	0	40,000	40,000	40,000	40,000	40,000	40,000
Group Tournament	0	285,000	285,000	285,000	285,000	285,000	285,000
Gratuities	0	55,000	55,000	55,000	55,000	55,000	55,000
Misc.	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Total Op. Revenue	1,789,540	1,830,100	1,830,100	1,830,100	1,830,100	1,830,100	1,830,100
NON-OPERATING REVENUE:							
Int. Earnings (Res. Fund)	0	0	0	0	0	0	0
Gain on Sale of Assets	18,095	0	0	0	0	43,600	43,600
Funding Other Sources	0	1,193,207	0	0	0	0	0
Total Non-Operating Rev	18,095	1,193,207	0	0	0	43,600	43,600
Total Revenue	1,807,635	3,023,307	1,830,100	1,830,100	1,830,100	1,873,700	1,873,700

**STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING EXPENSES							
OPERATIONS:							
Personnel	308,683	335,981	343,538	343,538	343,538	346,448	346,448
Operations	74,971	102,060	102,060	102,060	102,060	145,660	145,660
Professional Services	45,190	34,000	34,000	34,000	34,000	34,000	34,000
Utilities	42,798	37,000	37,000	37,000	37,000	37,000	37,000
Operations Subtotal	471,642	509,041	516,598	516,598	516,598	563,108	563,108
MAINTENANCE:							
Personnel	354,635	382,418	382,463	382,463	382,463	385,449	385,449
Operating Supplies	194,227	209,336	208,676	208,676	208,676	208,676	208,676
Utilities	126,099	178,215	178,215	178,215	178,215	178,215	178,215
Maintenance Subtotal	674,961	769,969	769,354	769,354	769,354	772,340	772,340
GRILL/CATERING:							
Personnel	242,305	263,407	262,092	262,092	262,092	262,764	262,764
Operating Supplies	37,235	44,400	39,400	39,400	39,400	39,400	39,400
Snack Bar Subtotal	279,540	307,807	301,492	301,492	301,492	302,164	302,164
COST OF SALES:							
Cost of Goods Sold	127,741	120,000	120,000	120,000	120,000	120,000	120,000
Grill/Snack Bar	162,225	180,000	180,000	180,000	180,000	180,000	180,000
Depreciation	133,830	243,000	227,000	227,000	227,000	227,000	227,000
Cost of Sales Subtotal	423,796	543,000	527,000	527,000	527,000	527,000	527,000
Total Oper Expenses	1,849,939	2,129,817	2,114,444	2,114,444	2,114,444	2,164,612	2,164,612
NON-OPERATING EXPENSES:							
Equipment Lease	0	107,078	107,078	107,078	107,078	107,078	107,078
Fund Transfer (GF)	(1,395,439)	(350,000)	(1,540,955)	(1,540,955)	(1,540,955)	(1,547,523)	(1,547,523)
Debt-Retire Bond	380,382	1,136,412	1,149,533	1,149,533	1,149,533	1,149,533	1,149,533
Total Non-Operating Expenses	(1,015,057)	893,490	(284,344)	(284,344)	(284,344)	(290,912)	(290,912)
Total Expenses	834,882	3,023,307	1,830,100	1,830,100	1,830,100	1,873,700	1,873,700

**GRANTS - FUND 60
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
CDBG Projects	868,118	986,000	1,100,000	1,100,000	1,100,000	1,134,815	1,134,815
HOME & Federal Grants	679,598	0	300,000	463,684	1,961,053	2,014,098	2,021,448
PSN Grants	154,787	0	0	0	3,463	3,463	3,463
State Grants	159,641	0	0	656,183	717,778	768,929	768,929
Other Governmental Agencies	63,179	0	0	365,000	404,286	443,286	443,286
Subtotal	1,925,323	986,000	1,400,000	2,584,868	4,186,580	4,364,589	4,371,939

**GRANTS - FUND 60
EXPENDITURE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
Personnel	248,487	262,478	157,985	157,985	157,985	159,139	159,139
General Operations	(37,763)	14,640	14,640	14,640	14,640	14,640	14,640
CDBG Projects	660,923	708,882	927,375	927,375	927,375	962,190	962,190
HOME & Federal Grants	679,598	0	300,000	463,684	1,961,053	2,014,098	2,021,448
PSN Grants	154,787	0	0	0	3,463	3,463	3,463
State Grants	159,641	0	0	656,183	717,778	768,929	768,929
Other Governmental Agencies	63,179	0	0	365,000	404,286	443,286	443,286
Transfer Out	360	0	0	0	0	0	0
Transfer In	(3,887)	0	0	0	0	(1,154)	(1,154)
Subtotal	1,925,325	986,000	1,400,000	2,584,868	4,186,580	4,364,590	4,371,940
Net Change (Loss) in Fund Balance	(2)	0	(0)	(0)	(0)	(0)	(0)

**AMBULANCE FUND - FUND 66
REVENUE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING REVENUE:							
Ambulance Fees	1,511,428	1,560,000	1,700,310	1,700,310	1,700,310	1,700,310	1,700,310
Miscellaneous	166,220	0	200,000	200,000	200,000	200,000	200,000
Funding Other Sources	0	548,046	0	0	0	0	41,263
Total Operating Revenue	<u>1,677,648</u>	<u>2,108,046</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,941,573</u>

**AMBULANCE FUND - FUND 66
EXPENSE STATEMENT**

	Actual 2013-2014	Adopted 2014-2015	Adopted 2015-2016	Oct 2015 Openings	Jan 2016 Openings	Mar 2016 Openings	June 2016 Openings
OPERATING EXPENSES							
OPERATIONS							
Permanent Employees	871,293	966,406	894,703	894,703	894,703	894,703	894,703
Overtime	13,938	46,970	46,970	46,970	46,970	46,970	46,970
Additional Pay	0	0	0	0	0	0	0
Employee Benefits	384,160	444,969	399,301	399,301	399,301	399,301	399,301
Uniform Allowance	14,775	20,400	20,400	20,400	20,400	20,400	20,400
Travel/Training	0	5,825	5,825	5,825	5,825	5,825	5,825
Office Supplies	0	2,390	2,390	2,390	2,390	2,390	2,390
Equipment Maint.	0	2,987	2,987	2,987	2,987	2,987	2,987
Gas/Diesel	32,040	30,588	30,588	30,588	30,588	30,588	30,588
Auto Maintenance	22,144	5,974	52,974	52,974	52,974	52,974	52,974
Auto Parts	26,645	90,000	43,000	43,000	43,000	43,000	43,000
Billing Services	98,579	165,000	165,000	165,000	165,000	165,000	165,000
General Health	0	7,650	7,650	7,650	7,650	7,650	7,650
Insurance	0	0	0	0	0	0	0
Public Safety Supplies	38,128	97,770	93,450	93,450	93,450	93,450	93,450
Capital Equipment	0	0	0	0	0	0	41,263
Depreciation	193,735	184,470	106,248	106,248	106,248	106,248	106,248
Total Operating Expenses	<u>1,695,437</u>	<u>2,071,399</u>	<u>1,871,486</u>	<u>1,871,486</u>	<u>1,871,486</u>	<u>1,871,486</u>	<u>1,912,749</u>
NON-OPERATING EXPENSES:							
Lease Agreement	738	36,647	28,824	28,824	28,824	28,824	28,824
Transfer In	(15,874)	0	0	0	0	0	0
Total Non-Operating Expenses	<u>(15,136)</u>	<u>36,647</u>	<u>28,824</u>	<u>28,824</u>	<u>28,824</u>	<u>28,824</u>	<u>28,824</u>
Total Expenses	<u>1,680,301</u>	<u>2,108,046</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,900,310</u>	<u>1,941,574</u>

BUDGET OPENING
 APRIL 2016 - JUNE 2016
 WEST VALLEY CITY CORP.
 FISCAL YEAR 2015-2016

No.	Amount	Description	Source	To Account	From Account
ROLLOVERS					
GRANTS					
8	\$ 7,350.00	2014 SHSP GRANT - POLICE DEPT	HOMELAND SECURITY	60-6082-42329-82329-2015	60-0000-33329-82329-2015
8		2014 SHSP GRANT - POLICE DEPT	HOMELAND SECURITY	10-6546-40480-00000-1506	10-6546-40620-00000-1506
OTHER					
1	\$ 18,400.00	EXTINGUISHER TRAINING PROP	WEST VALLEY FIRE ACADEMY	10-6660-40450-00000-0000	10-0000-34900-00000-0000
2*	\$ 108,000.00	MAVERIK CENTER PARKING LOT	SALE OF LAND	45-9610-40750-00000-7500	45-9610-40920-00000-0000
2*		MAVERIK CENTER PARKING LOT		10-4151-40910-00000-0000	10-0000-36300-00000-0000
3	\$ 125,000.00	ANNA CAROLINE DR BRIDGE	MILLER SAGE GATE ASSOCIATES	45-9610-40750-75188-0000	45-0000-34900-00000-0000
4	\$ 5,000.00	ANIMAL SHELTER DONATIONS	VARIOUS DONORS	10-6152-40480-61220-0000	10-0000-32605-00000-0000
5	\$ 30,000.00	FFC R&R TRANSFER TO BA	FFC FUND BALANCE	21-7640-40910-00000-0000	21-0000-39990-00000-0000
6*	\$ 420,000.00	SKATE PARK CONSTRUCTION	STORM WATER FUND BALANCE	36-7533-40910-00000-0000	36-0000-39990-00000-0000
6*		SKATE PARK CONSTRUCTION	TRANSFER TO CIP	45-9610-40750-76004-0000	45-9610-40920-00000-0000
6*	\$ 567,000.00	SKATE PARK CONSTRUCTION	PARK IMPACT FEE FUND BALANCE	32-7680-40910-00000-0000	32-0000-39990-00000-0000
6*		SKATE PARK CONSTRUCTION	TRANSFER TO CIP	45-9610-40750-76004-0000	45-9610-40920-00000-0000
6*	\$ 100,000.00	SKATE PARK CONSTRUCTION	CIP FUND BALANCE	45-9610-40750-76004-0000	45-0000-39990-00000-0000
7	\$ 1,500.00	NATIONAL NIGHT OUT DONATIONS	WALMART	10-4133-40382-00000-0000	10-0000-34925-00000-0000
9	\$ 8,250.00	PERSONNEL ADJUSTMENTS	STORM WATER FUND BALANCE	36-7533-40301-00000-0000	36-0000-39990-00000-0000
9	\$ 8,250.00	PERSONNEL ADJUSTMENTS	SANITATION FUND BALANCE	27-7560-40301-00000-0000	27-0000-39990-00000-0000
9	\$ 16,500.00	PERSONNEL ADJUSTMENTS	SOLD SERVICE FROM SW & SANIT	10-7510-40110,40130-0000	10-7510-40620-00000-0000
10*	\$ 107,687.55	POLICE COMPUTERS US BANK LEASE #5	LEASE PROCEEDS	10-6511-40240-00000-0000	10-0000-38901-00000-0000
11	\$ 3,109.00	2016 CINCO DE MAYO FESTIVAL	PARKS & REC EVENT FEES	10-6511,6620-40115	10-0000-34426-00000-0000
12**	\$ 443,083.00	SALARY SAVINGS	EXISTING BUDGET	10-4151-40201-00000-0000	MOST DEPTS
13	\$ 26,150.50	PUBLIC WORKS PERSONNEL ADJUSTMENTS	STORM WATER FUND BALANCE	10-7510-40110-00000-0000	36-0000-39990-00000-0000
13	\$ 26,150.50	PUBLIC WORKS PERSONNEL ADJUSTMENTS	SANITATION EXISTING BUDGET	10-7510-40110-00000-0000	27-0000-49990-00000-0000
13	\$ 44,140.00	PUBLIC WORKS PERSONNEL ADJUSTMENTS	C ROADS FUND BALANCE	10-7520-40110-00000-0000	11-0000-39990-00000-0000
13	\$ 21,284.00	PUBLIC WORKS PERSONNEL ADJUSTMENTS	C ROADS FUND BALANCE	10-7540-40110-00000-0000	11-0000-39990-00000-0000
14*	\$ 41,263.22	AMBULANCE CAB & CHASSIS	AMBULANCE FUND BALANCE	66-6625-40740-00000-0000	66-0000-39990-00000-0000

* Considered and approved in previous Council Meetings.

** Operational transfers no change in overall budget.

Item: _____

Fiscal Impact: _____ N/A _____

Funding Source: _____ N/A _____

Account #: _____ N/A _____

Budget Opening Required:

ISSUE:

A zone text change to Section 7-2-116(2)(b) of the West Valley City Municipal Code regarding the size of fireworks storage containers for temporary uses.

SYNOPSIS:

West Valley City staff is recommending an amendment to Section 7-2-116(2)(b) of the Zoning Ordinance. Currently, the code allows for one temporary fireworks storage container per site and the container must be under 120 square feet. Staff has recently been contacted by several fireworks companies who have indicated that the Code is too restrictive due to the volume of sales and size of fireworks that can be sold.

Most companies in the fireworks industry store their merchandise in Conex containers. These containers are made of metal and are a safe and secure method of storage. The Fire Department has indicated these are the preferred method of storage as well.

The standard sizes of the Conex containers are 8' x 20' (160 sqft) and 8' x 40' (320 sqft). Firework stands that have a higher volume of customers usually have two containers that are 8' x 40' for a total of 640 sqft of storage space.

Staff feels that increasing the size of the containers will bring the City Code in line with current standards in the fireworks industry. Staff is proposing to allow up to two containers per site and the combined square footage of the containers shall be no greater than 640 square feet.

RECOMMENDATION:

City staff and the Planning Commission recommend approval of the zone text change.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

1 WEST VALLEY CITY, UTAH
2 ORDINANCE NO. _____

3 Draft Date: 5/10/2016

4 Date Adopted: _____

5 Date Effective: _____

6 AN ORDINANCE AMENDING SECTION 7-2-116 OF THE
7 WEST VALLEY CITY MUNICIPAL CODE TO CLARIFY
8 PROVISIONS GOVERNING THE STORAGE OF
9 FIREWORKS.

10 WHEREAS, Title 7 of the West Valley City Municipal Code governs land use and
11 development within West Valley City; and

12 WHEREAS, fireworks sales are a temporary use permitted under certain circumstances
13 within the City; and

14 WHEREAS, storage of fireworks is appropriate in connection with temporary fireworks
15 sales uses, provided that such storage is limited and safe; and

16 WHEREAS, the City wishes to provide for such storage of fireworks in a manner
17 consistent with proper fire safety principles and industry standards; and

18 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is
19 in the best interests of the health, safety, and welfare of the citizens of West Valley City to
20 amend Section 7-2-116 of the West Valley City Municipal Code;

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

23 Section 1. Repealer. Any provision of the West Valley City Municipal Code found to
24 be in conflict with this Ordinance is hereby repealed.

25 Section 2. Amendment. Section 7-2-116 is hereby amended as follows:

26 7-2-116. TEMPORARY LAND USES.

- 27 (1) Subject to the provisions of this Section, the Zoning Administrator may issue a
28 Temporary Use Permit provided that the use does not conflict with the uses in the
29 neighborhood of the subject property and that the uses are located in commercial,
30 manufacturing, MXD, RB or B/RP zones, or will be accessory to a community use in a

31 residential or agricultural zone. Request for permit shall be submitted in writing on the
32 appropriate form within the appropriate time frame indicated on the application. A
33 separate permit is required for each use and is allowed for the duration of time as
34 indicated below. The number of permits allowed annually is based off of the entire
35 commercial complex, site, parcel or subject property.

36 (2) Temporary uses may be allowed only after review and evaluation of the following
37 information:

- 38 a. A site plan must be submitted indicating location of any existing structures on the
39 lot; existing improvements, including but not limited to, parking areas, curb,
40 gutter, sidewalk and curb cuts, and the location of any outside storage. Parking
41 areas for the proposed use shall be surfaced with asphalt, concrete, gravel or other
42 surface acceptable to the Zoning Administrator;
- 43 b. The temporary use must conform to all area and setback requirements for the zone
44 in which it is located. ~~in;~~ Storage containers may not be used in conjunction with
45 a temporary use, except for fireworks sales. ~~Fireworks sales shall have no more~~
46 ~~than one storage container that is equal to or less than 120 square feet.~~ Temporary
47 fireworks sales uses may have no more than two storage containers on site. The
48 combined square footage of the containers must be under 640 square feet.
49 Storage containers used for fireworks sales must be made of a non-flammable
50 material approved by the Fire Department. Storage containers for fireworks sales
51 are permitted from three weeks prior to the actual fireworks sale, to three weeks
52 after the sale has passed. Fireworks sales shall only occur during Utah State
53 mandated durations.
- 54 c. Written approval from the property owner to place temporary buildings on the lot
55 and/or allow the use on the lot;
- 56 d. Hours of operation of the proposed use; and
- 57 e. The minimum required parking shall be two (2) spaces except that a reasonable
58 number of additional parking spaces may be required depending on the type of
59 temporary use. Such parking, including those space occupied by the use itself,
60 shall be in addition to the minimum number of spaces required for any other use
61 on the site.

- 62 f. The Zoning Administrator, or designee, may apply other conditions necessary to
63 ensure that the temporary use does not have a detrimental impact upon the subject
64 or neighboring properties.
- 65 g. Other items shall be included on the site plan, if requested by the Zoning
66 Administrator.

67 (3) Temporary uses are limited to the following:

- 68 a. Seasonal Uses, which include: flower sales, Christmas tree sales, shaved ice,
69 fireworks sales, and produce sales. A seasonal use permit shall be required.
70 Seasonal use permits shall be limited to one (1) permit annually with a term of six
71 (6) consecutive months. Hours of operation for seasonal uses shall be 8:00 a.m.
72 to 9:00 p.m.
- 73 b. Event Uses, which include:
- 74 i. Circus, Community Fairs, Carnivals, Festivals, or other amusement
75 enterprises.
- 76 1. A four (4) day permit shall be required for each of these types of
77 events. These events shall be limited to 4 permits annually.
- 78 ii. Sale of Motor Vehicles.
- 79 1. A four (4) day permit shall be required for each of these types of
80 events. These events shall be limited to 4 permits annually.
- 81 2. Sale of motorized vehicles are subject to the following
82 requirements:
- 83 a. The temporary sale must be located in a commercial zone.
- 84 b. The temporary sale must be located on a property that has
85 at least 2,000 existing parking stalls meeting the standards
86 of Chapter 7-9 of this Title.
- 87 c. The location of the sale must have adequate parking stalls
88 to accommodate both the temporary sale and the regular
89 use of the property. Parking for the temporary use shall
90 require one on-site parking stall for each motorized vehicle
91 being offered for sale. Stalls needed to meet the minimum
92 parking requirements of the regular use of the property

93 shall not be counted toward the number of stalls necessary
94 to accommodate the temporary sale.

95 d. The location of the sale must have hard surfacing for both
96 the sales and parking areas.

97 iii. Outdoor Dances, Concerts and Promotional Activities

98 1. A twenty four (24) hour permit shall be required for each of these
99 types of events. These events shall be limited to 2 permits
100 annually.

101 iv. Haunted Houses

102 1. A thirty (30) day permit shall be required for each of these types of
103 events. These events shall be limited to 1 permit annually.

104 v. Case Lot, Parking Lot or Tent Sales in conjunction with an existing
105 business

106 1. A four (4) day permit shall be required for each of these types of
107 events. These events shall be limited to 4 permits annually.

108 2. Independent sales from outside vendors are not allowed.

109 vi. Special Events, Community Events, Parades, Fund-Raising Events,
110 Marathons, Bicycle Events, or Tournaments.

111 1. A twenty four (24) hour permit shall be required for each of these
112 types of events. These events shall be limited to 4 permits
113 annually.

114 vii. Food vending vehicles

115 1. A 24 hour Temporary Use Permit shall be required for food
116 vending vehicle events. These events shall be limited to two
117 permits per site per year.

118 c. Temporary Structures, which include:

119 i. Mobile Medical Units.

120 1. A thirty (30) day permit shall be required for each unit. This use
121 shall be limited to two (2) permits annually.

122 ii. Modular or Mobile Structures that are not permanently affixed and used
123 in conjunction with a construction or excavation site.

124 1. A permit shall be required for each modular or mobile structure,
125 which shall be active for a term of up to one (1) year. The permit
126 shall be renewable annually upon approval of the Zoning
127 Administrator.

128 iii. Trailers or temporary buildings to serve as a construction, sales,
129 employment, leasing office or construction storage while a permanent
130 building is under construction.

131 1. A permit shall be required for each trailer or temporary building,
132 which shall be active for a term of up to one (1) year. The permit
133 shall be renewable annually upon approval of the Zoning
134 Administrator.

135 (4) The site must be restored to its original condition upon expiration of the temporary use
136 permit. The site may not be used for storage of any temporary use structures.

137 (5) Any decision of the Zoning Administrator made pursuant to this section may be appealed
138 to the Board of Adjustment by filing a written appeal with the Board of Adjustment
139 within 10 days of the decision, setting forth the reasons why the Zoning Administrator's
140 decision should be overturned or modified. Decisions of the Board of Adjustment may
141 be appealed as outlined in Section 7-18-105 of this Title.

142

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

145 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting
146 in the manner required by law.

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155 **PASSED and APPROVED** this _____ day of _____, 2016.

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WEST VALLEY CITY

158

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MAYOR

160

161

162 ATTEST:

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165

CITY RECORDER

167

ZT-6-2016 MINUTES
MARCH 23, 2016 PLANNING COMMISSION PUBLIC HEARING

ZONE TEXT CHANGE APPLICATION

ZT-6-2016
Firework Containers
West Valley City

This is a proposed amendment to Section 7-2-116(2)(b) of the West Valley City Municipal Code regarding the size of fireworks storage containers.

Currently, the code allows for one fireworks storage container per site and the container must be under 120 square feet.

7-2-16(2)(b)The temporary use must conform to all area and setback requirements for the zone which it is located in; Storage containers may not be used in conjunction with a temporary use, except for fireworks sales. Fireworks sales shall have no more than one storage container that is equal to or less than 120 square feet. Storage containers used for fireworks sales must be made of a non-flammable material approved by the Fire Department. Storage containers for fireworks sales are permitted from three weeks prior to the actual fireworks sale, to three weeks after the sale has passed. Fireworks sales shall only occur during Utah State mandated durations.

Staff is proposing to allow up to two containers per site and the combined square footage of the containers to be under 640 square feet.

7-2-16(2)(b)The temporary use must conform to all area and setback requirements for the zone which it is located in; Storage containers may not be used in conjunction with a temporary use, except for fireworks sales. ~~Fireworks sales shall have no more than one storage container that is equal to or less than 120 square feet.~~ Temporary fireworks sales uses may have no more than two storage containers on site. The combined square footage of the containers must be under 640 square feet. Storage containers used for fireworks sales must be made of a non-flammable material approved by the Fire Department. Storage containers for fireworks sales are permitted from three weeks prior to the actual fireworks sale, to three weeks after the sale has passed. Fireworks sales shall only occur during Utah State mandated durations.

Staff feels that increasing the size of the containers will bring the City Code in line with current standards in the fireworks industry. Many in the fireworks industry store their merchandise in Conex containers. These containers are made of metal and are preferred by the Fire Department. The standard sizes of the Conex containers are 8' x 20' and 8' x 40'. The fireworks industry is using these larger containers because they are allowed to sell larger fireworks than in the past and need more room for storage. They are also using them because they are safe containers to store fireworks in. Firework stands that have a higher volume of customers usually have two containers that are 8' x 40' which would meet the proposed standard of 640 square feet.

Staff Alternatives

1. Approval of the ordinance amendment as written.
2. Approval of the ordinance amendment with revisions as recommended by the Planning Commission.
3. Continuance, for reasons determined during the public hearing.

Motion: Commissioner McEwen moved for approval of ZT-6-2016.

Commissioner Fuller seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

Unanimous – ZT-6-2016 – Approved

ZT-6-2016 Petition by **WEST VALLEY CITY** requesting a **zone text amendment** to section 7-2-116 regarding firework storage containers. (Staff - **Jody Knapp** at 801-963-3497)



ITEM #: _____
FISCAL IMPACT: 0
FUNDING SOURCE: Dept. of Justice, FBI
ACCOUNT NO: N/A
BUDGET OPENING REQUIRED: No

ISSUE:

The West Valley City Police Department seeks authorization to enter into a memorandum of understanding to participate in the Federal Bureau of Investigation (FBI) Child Exploitation Task Force (CETF).

SYNOPSIS:

The FBI CETF provides rapid, proactive, and intelligence-drive investigative response to the sexual victimization of children, and other crimes against children within the FBI's jurisdiction. The FBI will reimburse the West Valley City Police Department and other participating law enforcement agencies for overtime payments made to the officers assigned to the task force, incurred during CETF-related investigations.

BACKGROUND:

The West Valley City Police Department has been asked by the FBI to participate in the CETF, based upon having personnel who are already trained in techniques and skills necessary for these types of investigations. Participation will be a part-time collateral assignment, determined by operational needs of the CETF. The police department will benefit from additional specialized training and resources provided by participation in the CETF.

RECOMMENDATION:

Approve the participation in the FBI CETF by the West Valley City Police Department.

SUBMITTED BY:

Matt Elson, Deputy Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WEST VALLEY CITY AND THE FEDERAL BUREAU OF INVESTIGATION (“FBI”), CHILD EXPLOITATION TASK FORCE (“CETF”).

WHEREAS, the FBI CETF provides rapid, proactive and intelligence-driven investigative response to the sexual victimization of children, and other crimes against children within the FBI’s jurisdiction; and

WHEREAS, the West Valley City Police Department has been asked by the FBI to participate in the CETF based upon having personnel who are already trained in techniques and skills necessary for these types of investigations; and

WHEREAS, the FBI will reimburse the West Valley City Police Department for overtime payments made to officers assigned to the task force, incurred during CETF-related investigations; and

WHEREAS, the City and the FBI desire to enter into a Memorandum of Understanding (“Agreement”); and

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

WHEREAS, an Agreement has been prepared for execution by and between the City and the FBI. This Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City approve the Agreement between the City and the FBI for participation in the FBI CETF by the West Valley City Police Department; and

NOW, THEREFORE, BE IS RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the 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

**FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
Memorandum of Understanding (MOU)**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

a. **Federal Bureau of Investigation (FBI)**

b. _____

c. _____

d. _____

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of _____ Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the _____ Division of the FBI and/or their designee.

6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.

7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis. On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.

Official Law Enforcement Use Only

**Child Exploitation Task Force
Memorandum Of Understanding (2012)**

This document contains neither recommendations nor conclusions of the FBI. This document is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor
 - d. **Trafficking of Child Pornography**
 - Mass Distribution of Child Pornography
 - Possession of Child Pornography
 - e. **International Parental Kidnapping**
 - International Parental Kidnapping
 - f. **Other Crimes Against Children**
 - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

RESOURCE CONTROL

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a

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**Child Exploitation Task Force
Memorandum Of Understanding (2012)**

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withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation.

MODIFICATIONS

- 24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
- 25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
- 26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES (to be signed by individual field office SAC)

Print Name:
Title: **SAC**
Organization: **FBI**
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title: **Program Manager**
Organization: **FBI/CID**
Date:

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**Child Exploitation Task Force
Memorandum Of Understanding (2012)**

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COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND

West Valley City Police Department

TASK FORCE FILE # _____

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **Child Exploitation Task Force** as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the **West Valley City Police Department** located at **3600 S. Constitution Blvd. West Valley City, UT 84119**; Taxpayer Identification Number: _____, Phone Number: (801)963-3300 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2016 must be received by the FBI by December 31, 2016. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

FOR THE FBI:

Chief Lee W. Russo Date

Special Agent in Charge Date

Contracting Officer Date
FBI Headquarters

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

ISSUE:

S-2-2016 – Albert Acres Subdivision

SYNOPSIS:

Applicant: Fred Albert
Proposal: Final Plat Approval
Location: 3681 South 5600 West
Zoning: R-1-8

BACKGROUND:

Mr. Albert is proposing a 4 lot subdivision on 1.8 acres in the R-1-8 zone. At the present time, there is an existing dwelling on what will be known as lot 1. It is anticipated that this dwelling will remain in place with three new dwellings planned for lots 2, 3 and 4. The accessory building currently located on the east end of the property will be removed.

The City's Subdivision Ordinance requires that all flag lots have a minimum square footage of 12,000 square feet. The square footage of the flag lot excludes the stem portion that serves as an access to the lot. In this case, the proposed flag lots are in excess of the minimum requirement.

Due to the location of the existing dwelling and out-building to the north, setback and frontage variances were granted by the Board of Adjustment in May 2015. The granting of these variances allows Mr. Albert to subdivide the property as proposed. The new driveway will be positioned in accordance with the setback variance from the existing dwelling and out-building as granted by the Board of Adjustment.

As 5600 West is under the jurisdiction of UDOT, any improvements to the right-of-way will need to be coordinated through them. It is staff's understanding that the existing circular drive will be removed in favor of a single point of access. All lots within the subdivision will utilize the private driveway for access. As with other similar situations, staff will require that cross access and maintenance agreements be recorded with the plat.

Property to the east is zoned agriculture. As such, the applicant will need to install a 6-foot chain link fence. A different fence material can be used but would need to be coordinated with the adjacent land owner and staff.

The subject property is slightly higher in elevation than the property to the north. With development of three new lots, the elevation could increase in height. The City Engineering Division has recommended that on site retention be part of the grading and drainage plan approvals.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

S-2-2016
Albert Acres Subdivision
3681 South 5600 West
R-1-8 Zone
4 Lots
1.8 Acres

BACKGROUND

Mr. Fred Albert is requesting preliminary and final plat approval for a 4-lot subdivision in the R-1-8 zone. The subject property is located at 3681 South 5600 West. The property is currently occupied by one single family dwelling and some outbuildings that are currently being used by the applicant. Mr. Albert would like to subdivide the property in order to create three additional building lots.

STAFF/AGENCY COMMENTS:

Fire Department:

- Fire hydrant needs to be located within 250 feet of the farthest lot, and shall be installed prior to construction of the new single family dwellings.
- 24-foot clear width needs to be provided for the flag lots.
- An approved turnaround shall be installed between lots 3 and 4.

Granger Hunter Improvement District:

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

Utility Agencies:

- Subject to all standard easement locations.

Public Works:

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

- Will need to coordinate review of new private driveway with UDOT.
- A soils report will be required if basements are planned.
- Building Inspections:
- Will need to review soils report if basements are planned.

ISSUES:

Mr. Albert is proposing a 4 lot subdivision on 1.8 acres. At the present time, there is an existing dwelling on what will be known as lot 1. It is anticipated that this dwelling will remain in place, with new dwellings planned for lots 2, 3 and 4. The accessory building currently located on the east end of the property will be removed.

The City's Subdivision Ordinance requires that all flag lots have a minimum square footage of 12,000 square feet. The square footage of the flag lot excludes the stem portion that serves as an access to the lot. In this case, the proposed flag lots are in excess of the minimum requirement.

Due to the location of the existing dwelling and out-building to the north, setback and frontage variances were granted by the Board of Adjustment in May 2015. The granting of these variances allows Mr. Albert to subdivide the property as proposed. The new driveway will be positioned in accordance with the setback variance from the existing dwelling and out-building as granted by the Board of Adjustment.

As 5600 West is under the jurisdiction of UDOT, any improvements to the right-of-way will need to be coordinated through them. It is staff's understanding that the existing circular drive will be removed in favor of a single point of access. All lots within the subdivision will utilize the private driveway for access. As with other similar situations, staff will require that cross access and maintenance agreements be recorded with the plat.

Property to the east is zoned agriculture. As such, the applicant will need to install a 6-foot chain link fence. A different fence material can be used but would need to be coordinated with the adjacent land owner and staff.

The subject property is slightly higher in elevation than the property to the north. With development of three new lots, the elevation could increase in height. The City Engineering Division will require that on site retention be part of the grading and drainage plan approvals.

STAFF ALTERNATIVES:

- A. Approval of the Albert Acres Subdivision subject to the following conditions:
1. That compliance be made with Granger Hunter Improvement District regarding water line extensions, sewer connections and fire protection.
 2. That the subdivision name be approved by Salt Lake County.
 3. That the new access along 5600 West be coordinated with the Utah Department of Transportation.
 4. That the developer resolve all staff and agency concerns.
 5. That a soils report be submitted to determine basement depths.
 6. That all conditions of the Fire Department be satisfied. Said conditions are that a fire hydrant be located a minimum of 250 feet from the back dwelling, and that an appropriate turnaround be provided between lots 3 and 4.
 7. That measures be taken to retain all water on the subject property.
- B. Continuation to address issues raised during the Planning Commission meeting.

Applicant:

Fred Albert
3681 South 5600 West

Discussion: Fred Albert stated he originally purchased this property to sell for retirement. Instead, he is giving his two children the property to build homes on. Mr. Albert has taken down approximately 37 trees to make room for the proposed road and homes. He thanked City staff for their help.

Commissioner Matheson asked Fred Albert if basements will be included in the new homes. Fred Albert responded that basements are planned. Fred Albert stated that he has brought in enough fill to raise his property 2-1/2 feet in elevation. A berm has been installed on his property to keep water run-off from reaching adjoining properties. Fred Albert reported he has been in contact with the neighboring senior citizens complex, and they are appreciative of his efforts. Steve Lehman noted that the City requires a soils report. The lowest floor elevation must be three feet above the highest water table.

Motion: Commissioner Matheson motioned to approve S-2-2016 subject to the seven requirements listed in the staff report.

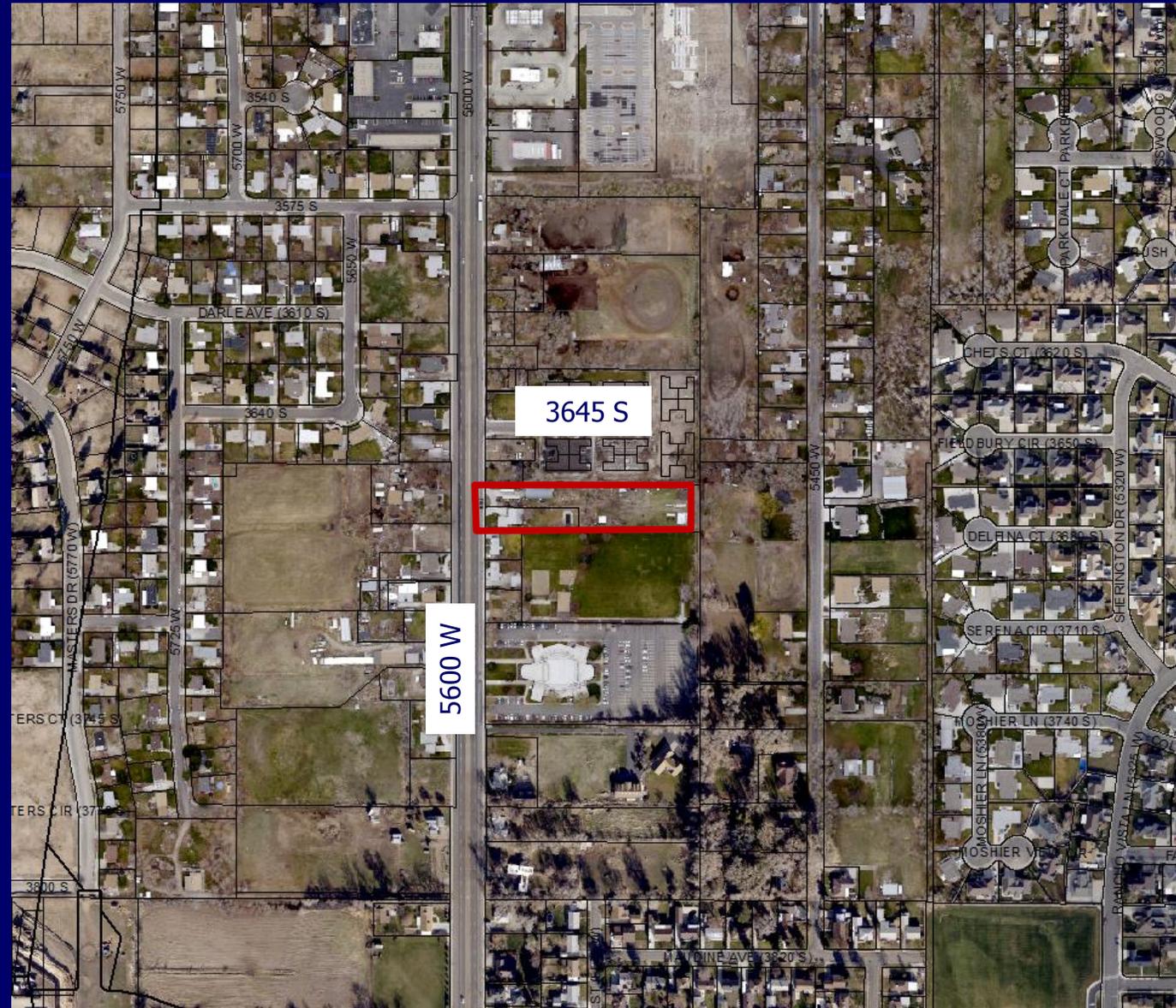
Commissioner Winters seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Commissioner Meaders	Yes
Commissioner Winters	Yes
Commissioner Woodruff	Yes

Unanimous – S-2-2016 – Approved

S-2-2016 Petition by **FRED ALBERT** requesting **preliminary and final plat approval** for the Albert Acres Subdivision. The subdivision will consist of four lots on 1.8 acres. The proposed subdivision is located at 3681 South 5600 West and is zoned R-1-8. (Staff - **Steve Lehman** at 801-963-3311)



S-2-2016 Petition by **FRED ALBERT** requesting **preliminary and final plat approval** for the Albert Acres Subdivision. The subdivision will consist of four lots on 1.8 acres. The proposed subdivision is located at 3681 South 5600 West and is zoned R-1-8. (Staff - **Steve Lehman** at 801-963-3311)



ALBERT ACRES SUBDIVISION

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WEST VALLEY CITY, UTAH

SURVEYOR'S CERTIFICATE

I, BRYAN YATES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 8589857 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

ALBERT ACRES SUBDIVISION

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



AS SURVEYED LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF REUNION WOODS P.U.D. AS RECORDED AT BOOK 2009, PAGE 170 OF THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 00°12'15" EAST 1452.00 FEET ALONG THE SECTION LINE AND EAST 49.74 FEET FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 612.83 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID REUNION WOODS P.U.D. TO THE 10 ACRE LINE AS DETERMINED BY SURVEY; THENCE SOUTH 00°12'08" EAST 129.52 FEET ALONG SAID 10 ACRE LINE TO THE EXTENDED NORTHERLY LINE OF THE LDS CHURCH PARCEL RECORDED AT BOOK 4491, PAGE 981 OF SAID COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°47'10" WEST 612.79 FEET TO AND ALONG SAID LDS CHURCH PARCEL TO THE EASTERLY RIGHT OF WAY OF 5600 WEST STREET; THENCE NORTH 00°12'50" WEST 131.81 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED CONTAINS 1.838 ACRES

BASIS OF BEARING

NORTH 00° 12' 50" WEST, BEING THE BEARING OF THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

KNOW THAT ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS:

ALBERT ACRES SUBDIVISION

DO HEREBY GRANT AND CONVEY UNTO ANY AND ALL PUBLIC UTILITY COMPANY A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT; THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES; THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

OWNER'S:

FREDRICK WILLIAM ALBERT
PATRICIA D. ALBERT

BY:
NAME: FREDRICK WILLIAM ALBERT

BY:
NAME: PATRICIA D. ALBERT

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ A.D., 2016, BY FREDRICK WILLIAM ALBERT AND PATRICIA D. ALBERT, HUSBAND AND WIFE, AS JOINT TENANTS.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

LEGEND

- MAP BOUNDARY LINE
- LOT LINE
- TIE LINE
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY
- SECTION LINE
- EASEMENT LINE
- ⊕ FOUND SECTION MONUMENT AS SHOWN AND DESCRIBED
- ⊕ FOUND PROPERTY CORNER

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ 2016,
BY THE IMPROVEMENT DISTRICT.

GENERAL MANAGER

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ 2016,
BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.

SALT LAKE COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ 2016,
BY THE CITY PLANNING COMMISSION.

CHAIRMAN, CITY PLANNING COMMISSION

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ 2016.

CITY ATTORNEY

CITY ENGINEER CERTIFICATE

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

CITY ENGINEER DATE

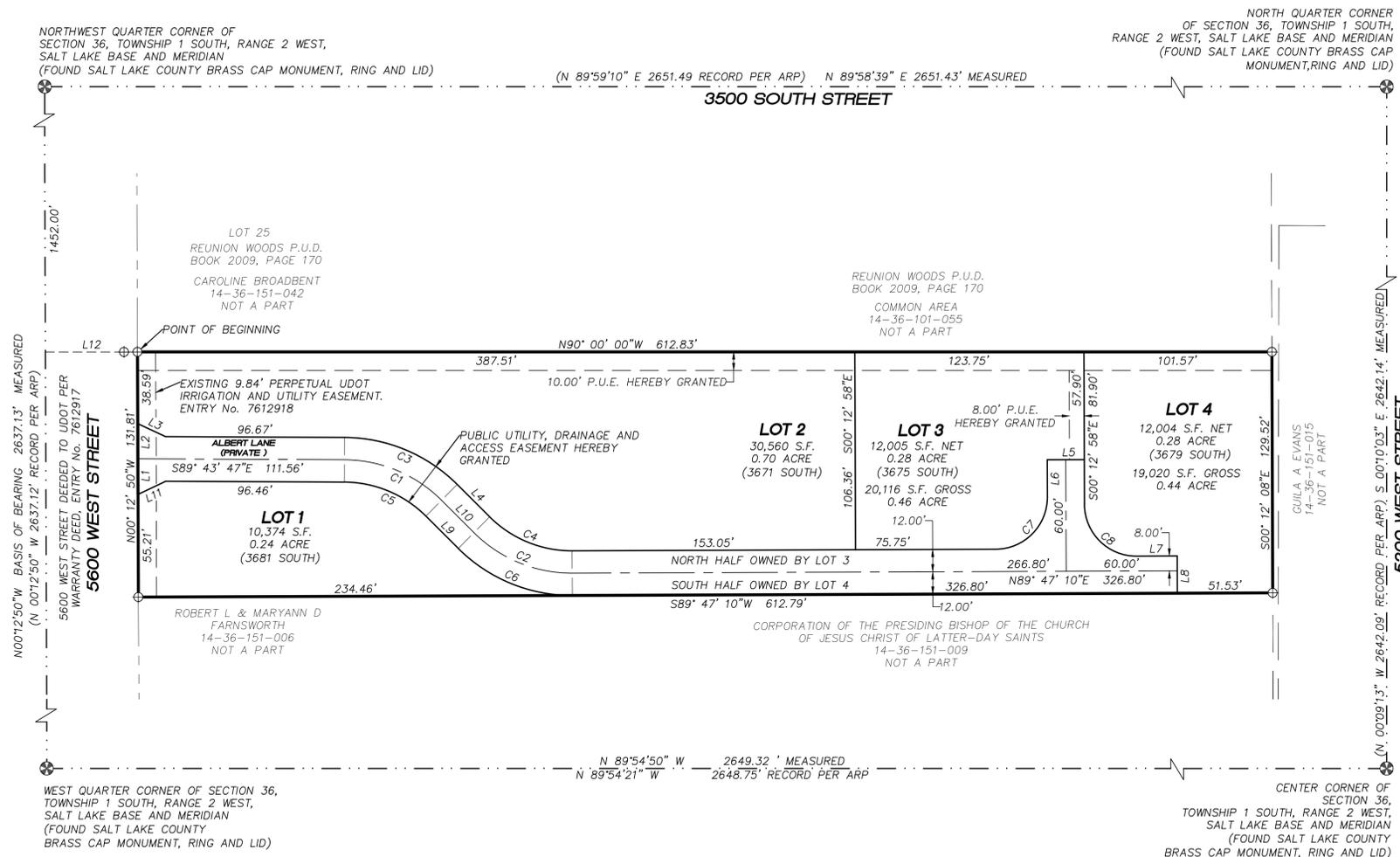
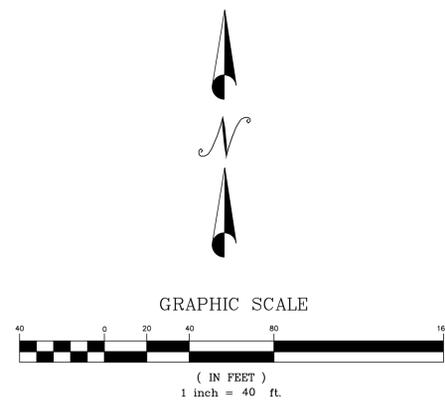
CITY COUNCIL APPROVAL

PRESENTED TO THE CITY COUNCIL THIS _____ DAY OF _____ 2016, AT WHICH TIME THIS SUBDIVISION PLAT WAS APPROVED AND ACCEPTED.

ATTEST: CITY RECORDER CITY MANAGER

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.13'	N00°12'50"W
L2	18.87'	N00°12'50"W
L3	16.55'	N65°11'49"W
L4	24.70'	N45°12'50"W
L5	20.00'	N89°47'10"E
L6	20.00'	S00°12'58"E
L7	22.00'	N89°47'10"E
L8	20.00'	S00°12'58"E
L9	24.70'	N45°12'50"W
L10	24.70'	N45°12'50"W
L11	16.55'	S64°46'09"W
L12	49.74'	N90°00'00"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD LENGTH
C1	58.27'	75.00	44°30'57"	N67°28'19"W	56.82'
C2	58.90'	75.00	45°00'00"	S67°42'50"E	57.40'
C3	67.59'	87.00	44°30'57"	N67°28'19"W	65.91'
C4	49.48'	63.00	45°00'00"	S67°42'50"E	48.22'
C5	48.95'	63.00	44°30'57"	N67°28'19"W	47.73'
C6	68.33'	87.00	45°00'00"	S67°42'50"E	66.59'
C7	43.98'	28.00	90°00'08"	N44°47'06"E	39.60'
C8	43.98'	28.00	89°59'52"	S45°12'54"E	39.60'



REDCON, INC.
LAND SURVEYORS
150 NORTH MAIN STREET, SUITE 101
BOUNTIFUL, UTAH 84010
(801) 298-2401 FAX (801) 298-2024
REDCON.COM

JOB NUMBER
416000-06

DWG: 416000-06 PLAT
DATE: 3/1/2016

SHEET 1 OF 1

ALBERT ACRES SUBDIVISION
LYING WITHIN THE (NW 1/4) OF SECTION 36
TOWNSHIP 1 SOUTH, RANGE 2 WEST, S.L.B.M.

SCALE (H): 1" = 40'
DRAWN BY: B. YATES
CHECKED BY:
TAX ID NO: 14-96-151-003
14-96-151-000

WEST VALLEY CITY SALT LAKE COUNTY UTAH

RECORDED NO: _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES: _____ SALT LAKE COUNTY RECORDER

Item #: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____

ISSUE:

S-6-2016

SYNOPSIS:

Applicant: Roger Chase
Proposal: Final Plat Approval
Location: 3380 West 3100 South
Lots: 7
Acres: 2.26

BACKGROUND:

Roger Chase is requesting subdivision approval for the Chase Meadows Subdivision. This is a residential subdivision consisting of 2.26 acres in the R-1-8 zone located at 3380 West 3100 South.

The proposed subdivision consists of 7 lots. There is an existing home on the property that will remain on Lot 101 of the subdivision, leaving six developable lots for new single family homes. Lot sizes range from 9,222 to 15,580 square feet. The average lot size in the subdivision has been calculated at 10,479 square feet.

Access to the subdivision will be gained from 3100 South. The road will meet our typical 54-foot right-of-way. This will allow for the City's standard improvements of 29 feet of asphalt, 5 feet for curb and gutter, along with a 5-foot parkstrip and 5-foot sidewalk.

All new homes will need to meet the single-family development requirements as outlined in 7-14-105 of the West Valley City Code.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Brock Anderson, Planner I

SUBDIVISION APPLICATIONS

S-6-2016

Chase Meadows Subdivision

3380 W 3100 S

R-1-8 Zone

BACKGROUND

Roger Chase is requesting preliminary and final plat approval for the Chase Meadows Subdivision. The subject property is located at 3380 West 3100 South and is zoned R-1-8.

STAFF/AGENCY CONCERNS:

Fire Department:

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

Granger Hunter Improvement District:

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

Utility Agencies:

Subject to all standard easement locations.

Public Works:

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

Coordinate storm water drainage with Public Works.

Will need to obtain a soils report prior to plat recordation.

Building Inspections:

Follow recommendations outlined in the soils report.

ISSUES:

The proposed subdivision consists of 7 lots on 2.26 acres. This equates to an overall density of about 3 units per acre. Lot sizes range from 9,222 to 15,580 square feet. The average lot size in the subdivision has been calculated at 10,479 square feet.

There is an existing home on the property that will remain on Lot 101 of the subdivision, leaving six lots available for new single family homes. The existing outbuildings on the other lots will be removed. All new homes will need to meet the single-family development requirements as outlined in 7-14-105 of the West Valley City Code.

Access to the subdivision will be gained from 3100 South. The road will meet our typical 54-foot right-of-way. This will allow for the City's standard improvements of 29 feet of asphalt, 5 feet for curb and gutter, along with a 5-foot parkstrip and 5-foot sidewalk. The developer will need to coordinate the access with the owners of property adjacent to 3100 South as additional right-of-way is required for the new roadway to be built.

There is an existing duplex that is adjacent to the south-west corner of the new subdivision. Since the rear yard of the property will be next to the new road, the developer will be required to put stamped concrete in the parkstrip behind this lot.

As with all new subdivision development, there is a concern with the potential of ground water impacts. The developer has not submitted a soils report yet, but one will need to be obtained before the subdivision plat is recorded. All of the recommendations outlined in the report will need to be followed, along with any additional recommendations from the City Engineer and the Building Official.

Lots 104 – 107 will be adjacent to property zoned A. City ordinance requires that a 6-foot chain link fence be installed on the east side of these lots. Depending on the use of the adjacent property, fencing may or may not be necessary. Staff will recommend that the applicant coordinate this matter with the land owner to determine if fencing is needed.

1. STAFF ALTERNATIVES:

A. Grant preliminary and final plat approval for the Chase Meadows subdivision subject to the following conditions:

1. That compliance be made with Granger Hunter Improvement District regarding water line extensions, sewer connections and fire protection.
2. That the subdivision name and interior street name be approved by Salt Lake County.
3. That a soils report be obtained and that recommendations outlined in the report be followed along with any other recommendations from the City Engineer and Building Official prior to plat recordation.
4. That interior street widths and cross sections be reviewed and approved by the Public Works Department.
5. That all matters pertaining to any existing irrigation systems be addressed with the Public Works Department and water users.
6. That stamped concrete shall be installed in the parkstrip behind the property located at 3388 W 3100 S.
7. That the developer coordinate fencing on the east side of lots 104 – 107 with the adjacent land owner. If the property owner anticipates agricultural uses, a 6-foot chain link fence will need to be installed. Also, that a note be placed on the plat regarding the agricultural uses and their potential impacts to the subdivision.
8. That the developer resolve all staff and agency concerns.

B. Continuance to allow for more discussion regarding the application.

Applicant:

Mike Harden, representing Roger Chase
1424 Thoroughbred Drive
Kaysville, UT

Motion: Commissioner Tupou moved to approve S-6-2016 subject to the eight conditions listed in the staff report.

Commissioner Woodruff seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

Unanimous – S-6-2016 - Approved

S-6-2016 Petition by **ROGER CHASE** requesting **preliminary and final plat approval** for the Chase Meadows Subdivision. The subdivision will consist of seven lots on 2.26 acres. The subdivision is located at approximately 3380 West 3100 South and is zoned R-1-8. (Staff - **Steve Lehman** at 801-963-3311)



S-6-2016 Petition by **ROGER CHASE** requesting **preliminary and final plat approval** for the Chase Meadows Subdivision. The subdivision will consist of seven lots on 2.26 acres. The subdivision is located at approximately 3380 West 3100 South and is zoned R-1-8. (Staff - **Steve Lehman** at 801-963-3311)



CHASE MEADO S

A RESIDENTIAL S DIVISION
SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH

15-29-254-014
THORUP BROTHERS CONSTRUCTION
ENT.: 10084964

FOUND AND ACCEPTED
REBAR & CAP
STAMPED 'EWP ENG'

LOT 35

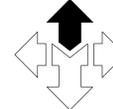
SUNRISE POINT PHASE 1
BK. 98, PG. 303

LOT 36

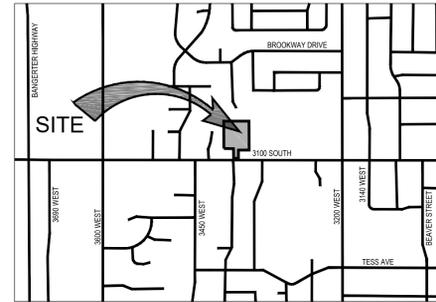
LOT 37

S 89°59'23" E 289.09'

NORTH



SCALE: 1" = 30'



VICINITY MAP

SCALE: N.T.S.

LINE #	DIRECTION	LENGTH
C1		15.00'
C2		52.00'
C3		52.00'
C4		52.00'
C5		52.00'
C6		15.00'
C7		52.00'

CURVE #	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	13.40'	51°10'51"	N25°42'00"W	12.96
C2	52.00'	28.07'	30°55'51"	N35°49'27"W	27.73
C3	52.00'	100.06'	110°14'54"	N34°45'58"E	85.32
C4	52.00'	92.06'	101°26'13"	S39°23'29"E	80.50
C5	52.00'	36.07'	39°44'38"	S31°11'57"W	35.35
C6	15.00'	13.40'	51°10'51"	S25°28'50"W	12.96
C7	52.00'	256.26'	282°21'41"	S89°53'25"W	65.19

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE
- LOT LINE
- RIGHT OF WAY LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISTING EASEMENT LINE
- STREET MONUMENT TO BE SET PER SALT LAKE COUNTY STANDARDS

SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6135190, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS HEREAFTER TO BE KNOWN AS:

CHASE MEADO S
A RESIDENTIAL SUBDIVISION

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 03, 2001, AS ENTRY NO. 8019415, IN BOOK 8507, AT PAGE 4185-4187 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 0°06'35" WEST, 148.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID FIFTH CORNER BEING NORTH 89°55'45" WEST, ALONG THE SECTION LINE, A DISTANCE OF 1324.19 FEET, FROM THE SALT LAKE COUNTY BRASS CAP MONUMENT MARKING THE CENTER QUARTER CORNER OF SAID SECTION 29; AND RUNNING THENCE FROM THE POINT OF BEGINNING NORTH 0°06'35" WEST, ALONG THE EAST LINE OF THORUP ESTATES SUBDIVISION, RECORDED IN BOOK 98, AT PAGE 26, OF PLATS ON FILE WITH THE SALT LAKE COUNTY RECORDERS OFFICE, A DISTANCE OF 312.32 FEET TO THE EXTENSION OF THE SOUTHERLY LINE OF SUNRISE POINT PHASE 1, RECORDED IN BOOK 98, AT PAGE 303 OF PLATS; THENCE SOUTH 89°59'22" EAST, ALONG SAID SOUTHERLY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 289.09 FEET, TO THE NORTHEAST CORNER OF SAID ENTIRE TRACT AND THE SOUTH SOUTHEAST CORNER OF AFORESAID SUNRISE POINT PHASE 1; THENCE SOUTH 0°06'35" EAST, ALONG THE EAST LINE OF SAID ENTIRE TRACT, A DISTANCE OF 289.09 FEET, TO THE NORTH LINE OF PARCEL CONVEYED TO PEARCE INVESTMENTS LLC, PER QUIT-CLAIM DEED RECORDED AS ENTRY NO. 11976551; THENCE NORTH 89°55'45" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 122.03 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0°06'35" EAST, ALONG THE WEST LINE OF SAID PEARCE INVESTMENTS PARCEL, A DISTANCE OF 89.00 FEET; THENCE SOUTH 45°11'10" EAST 8.50 FEET, TO THE NORTH LINE OF 3100 SOUTH STREET, AS WIDENED IN CONNECTION WITH THE WEST VALLEY CITY PROJECT NO. WVC23298, PER WARRANTY DEED RECORDED JANUARY 04, 1999, AS ENTRY NO. 729534, IN BOOK 8919, AT PAGE 306 OF OFFICIAL RECORDS; THENCE NORTH 89°55'45" WEST, ALONG SAID NORTH LINE OF 3100 SOUTH STREET, A DISTANCE OF 74.00 FEET; THENCE NORTH 41°15'01" EAST 21.18 FEET, TO A POINT 2.06 FEET EAST, OF THE EAST LINE OF PARCEL CONVEYED TO LAURA MONTRONE, BY WARRANTY DEED, RECORDED AS ENTRY NO. 12196240, OF OFFICIAL RECORDS; THENCE NORTH 0°06'35" WEST, PARALLEL WITH SAID LINE, A DISTANCE OF 95.06 FEET, TO THE NORTH LINE THEREOF; THENCE NORTH 89°55'45" WEST, ALONG THE NORTH LINE OF SAID MONTRONE PARCEL, A DISTANCE OF 113.06 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 98,409 SQ. FT., OR 2.29 ACRES, IN SEVEN (7) RESIDENTIAL LOTS.

DENNIS K WITHERS
P.L.S. LICENSE NO. 6135190

OWNER'S DEDICATION

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

CHASE MEADO S
A RESIDENTIAL SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC USE; THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAN, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES. IN WITNESS WHEREBY _____ HAVE HEREUNTO SET _____ THIS _____ DAY OF _____ A.D. 20____.

INDIVIDUAL ACKNOWLEDGMENT

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } S.S.
ON THE _____ DAY OF _____ A.D. 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT _____ A UTAH CORPORATION, AND THAT _____ SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

NOTES

- THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°55'45" WEST ALONG THE EAST-WEST CENTER SECTION LINE, BETWEEN MONUMENTS FOUND AT THE EAST QUARTER CORNER AND THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
- OFFSET PINS TO BE PLACED IN THE BACK OF CURB AND 5/8"x24" REBAR WITH RED NYLON CAP STAMPED 'MCNEIL ENG.' TO BE PLACED AT ALL REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMIT WILL NOT BE ISSUED FOR AN STRUCTURE UNTIL 1) ASPHALT AND PAVING IS INSTALLED; AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.
- A SOLS REPORT IN ACCORDANCE WITH SECTION 7-19-604 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED BY: _____
- STORM WATER THAT CANNOT BE DIRECTED TO THE PUBLIC STREETS MUST BE RETAINED ON THE INDIVIDUAL LOTS. LOTS 2 THRU 7 SHALL BE GRADED TO RETAIN ALL STORM WATER WITHIN THE BOUNDARIES OF EACH LOT. LOT RETENTION SWALES/ PONDS ON LOTS 2 THRU 7 ARE TO BE PERMANENT FEATURES AND ARE TO BE MAINTAINED FREE OF ANYTHING THAT WOULD HINDER THE COLLECTION AND STORAGE OF WATER. NO STORM WATER FROM ANY LOT WILL BE DIRECTED OR ALLOWED TO FLOW OUT AN ADJOINING LOT. INDIVIDUAL LOT GRADING PLANS ARE REQUIRED TO BE SUBMITTED WITH BUILDING PERMIT APPLICATIONS.
- ELEVATION OF LOWEST FLOOR SLAB TO BE A MINIMUM OF 3.0 FEET ABOVE HIGH WATER TABLE. HIGH WATER TABLE EL. = _____

CHASE MEADO S

A RESIDENTIAL S DIVISION
SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
LOCATED IN WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH

SHEET

1 OF 1

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____
BY MOUNTAIN FUEL SUPPLY CO.

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE VALLEY HEALTH DEPARTMENT

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

SALT LAKE VALLEY HEALTH DEPARTMENT

PREPARED BY:



8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

CITY ENGINEER'S CERTIFICATE

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

DISTRICT ENGINEER

ENGINEER'S CERTIFICATE

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

DATE _____ CITY ENGINEER _____

APPROVAL AS TO FORM

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

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

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

ATTEND: CITY RECORDER _____

WEST VALLEY CITY MANAGER _____

SALT LAKE COUNTY RECORDER

RECORD NO. _____

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE \$ _____

SALT LAKE COUNTY RECORDER _____





GENEVA PIPE
AND PRECAST









May 19, 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.

May

May 26, 2016 <i>Thursday</i>	Summer at the Station Concert
May 30, 2016 <i>Monday</i>	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5 th Tuesday

June

June 3, 2016 <i>Friday</i>	Free Movies in the Park (<i>Movie: Bee Movie</i>), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
June 7, 2016 <i>Tuesday</i>	RDA, HA, and BA Meetings Scheduled
June 9, 2016 <i>Thursday</i>	Summer at the Station Concert

June 9, 2016 <i>Thursday</i>	Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 11, 2016 <i>Saturday</i>	Westshire Annual Breakfast, 8:00 AM- 10:30 AM- 4000 South 2600 West
June 13, 2016- June 24, 2016 <i>Thursday- Sunday</i>	WestFest- Centennial Park, 5405 West 3100 South
June 14, 2016 <i>Tuesday</i>	Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
June 15, 2016 <i>Wednesday</i>	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 <i>Friday</i>	Free Movies in the Park (<i>Movie: TBD</i>), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
June 23, 2016 <i>Thursday</i>	Summer at the Station Concert
June 24, 2016 <i>Friday</i>	Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 25, 2016 <i>Saturday</i>	Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West
June 30, 2016 PM <i>Thursday</i>	Healing Wall Opening Ceremony, 5:00 PM- 6:00 Centennial Park, 5415 West 3100 South
June 30, 2016 – July 4, 2016	Traveling Vietnam Memorial Replica “The Healing Wall”- Centennial Park, 5415 West 3100 South

July

July 4, 2016 <i>Monday</i>	Independence Day Holiday- City Hall Closed
July 7, 2016 <i>Thursday</i>	Summer at the Station Concert

July 8, 2016 <i>Friday</i>	Free Movies in the Park (<i>Movie: Madagascar 3</i>), Starts at Dusk (Approx 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
July 9, 2016 <i>Saturday</i>	Bret Michaels, 4:00 PM- USANA Amphitheatre, 5125 South 6400 west
July 10, 2016 <i>Sunday</i>	G-Eazy "Endless Summer Tour", 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 12, 2016 South <i>Tuesday</i>	Pitbull, 7:30 PM- USANA Amphitheatre, 5125 6400 West
July 16, 2016 <i>Saturday</i>	The Piano Guys, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 20, 2016 <i>Wednesday</i>	Korn & Rob Zombie, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 <i>Thursday</i>	Keith Urban feat. Brett Eldredge, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 <i>Thursday</i>	Summer at the Station Concert
July 25, 2016 <i>Monday</i>	Pioneer Day Holiday- City Hall Closed
July 26, 2016 <i>Tuesday</i>	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 <i>Friday</i>	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Dusk <i>Friday</i> West	Free Movies in the Park (<i>Movie: Rio</i>), Starts at (Approx. 9:30 PM)- Centennial Park, 5415 3100 South

August

August 2, 2016
Tuesday

National Night Out/ No City Council Meetings

August 4, 2016
Thursday

Summer at the Station Concert

August 12, 2016
Friday

Free Movies in the Park (*Movie: Kung Fu Panda 3*), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

August 18, 2016
Thursday

Summer at the Station Concert

August 20, 2016
Saturday

Josh Groban with Special Guest Sarah McLachlan, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West

August 21, 2016
USANA
Sunday

Journey and The Doobie Brothers, 7:00 PM- Amphitheatre, 5125 South 6400 West

August 26, 2016
Friday

5 Seconds of Summer, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West

August 27, 2016
Saturday

Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre, 5125 South 6400 West

August 29, 2016
USANA
Monday

Heart, Cheap Trick, and Joan Jett, 6:30 PM- Amphitheatre, 5125 South 6400 West

August 30, 2016

No Council Meetings- 5th Tuesday

September

September 2, 2016
Friday

The Dixie Chicks, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West

September 5, 2016
Monday

Labor Day Holiday- City Hall Closed

September 11, 2016
Sunday

Black Sabbath, 7:30 PM- USANA Amphitheatre,
5125 South 6400 West

September 16, 2016
Friday

Def Leppard with REO Speed Wagon and Tesla,
7:00 PM- USANA Amphitheatre, 5125 South 6400
West

September 17, 2016
Saturday

Dirks Bentley, TBD- USANA Amphitheatre, 5125
South 6400 West

September 21, 2016
Wednesday

Lake Park Golf Social, 8 AM- 2 PM- Stonebridge,
4415 Links Drive

September 22, 2016
Thursday

Blink 182, 7:00 PM- USANA Amphitheatre, 5125
South 6400 West

September 30, 2016
Friday

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125
South 6400 West

October

October 1, 2016
Saturday

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125
South 6400 West

October 4, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

October 13, 2016
Thursday

Brantley Gilbert, TBD- USANA Amphitheatre, 5125
South 6400 West

November

November 11, 2016
Friday

Veteran's Day Holiday

November 24, 2016
Thursday

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5th Tuesday

December

December 27, 2016

No Council Meetings- Christmas