The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, February 25, 2020, 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. February 18, 2020

4. Review Agendas for Regular City Council and Special Redevelopment Agency and Housing Authority Meetings of February 25, 2020

   A. Regular Meeting Agenda

   B. Special RDA Agenda

   C. Special HA Agenda

5. Public Hearings Scheduled For March 10, 2020

   A. Accept Public Input Regarding Application ZT-17-2019, Filed by West Valley City, Requesting a Zone Text Change to Amend the Criteria Used to Determine Whether a

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Property is Eligible to be Rezoned to the RM Zone, Parking Lot Lighting Standards, and the Multi-Unit Residential Design Standards

Action: Consider Ordinance 20-13, Amend Sections 7-5-101, 7-9-113, 7-11-404, 7-11-405, and 7-11-412 of the West Valley City Municipal Code to Amend Certain Requirements Applicable to Multi-Unit Residential Developments

6. Resolutions:

A. 20-24: Award a Contract to KGB Construction, LLC for the Construction of a Bridge on Anna Caroline Drive

B. 20-25: Award a Contract to Black & McDonald Limited for Certain LED Streetlight Improvements

7. New Business Scheduled for March 10, 2020

A. Consider Application S-3-2019, Filed by Daniel Herzog, Representing DAI, Requesting Final Plat Approval for the Sunset Hills Subdivision- Phases 3-5, Located at 6600 South Afterglow Lane

8. Consent Agenda Scheduled for March 10, 2020

A. 20-27: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Evan and Kim-Anh Roberts for Property Located at 2730 West 3800 South

9. Communications:

A. West Valley City's 40th Anniversary Update (5 min)

B. Food Trucks at Fairbourne Station (5 min)

C. Legislative Update (5 min)

D. Council Calendar

10. New Business:

A. Potential Future Agenda Items

A. Council Suggestions

B. Council Reports

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 18, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, FEBRUARY 18, 2020 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 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
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Layne Morris, CPD Director
Russ Willardson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
John Rock, Administration
Jody Knapp, CED
Steve Pastorik, CED
Steve Lehman, CED
Andrew Wallentine, Administration
Jeff Olson, Administration
Jamie Young, Parks and Recreation
John Springmeyer, CED
Mark Nord, CED
Jeff Jackson, CED

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APPROVAL OF MINUTES OF STUDY MEETING HELD FEBRUARY 11, 2020
The Council considered the Minutes of the Study Meeting held February 11, 2020. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held February 11, 2020. Councilmember Buhler seconded the motion.

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

REVIEW AGENDAS FOR REGULAR CITY COUNCIL AND SPECIAL REDEVELOPMENT AGENCY MEETINGS OF FEBRUARY 18, 2020
Mayor Bigelow indicated that he visited the property in proposed application GPZ-6-2019. Jody Knapp, CED, clarified the uses being requested by the applicant. Councilmember Nordfelt asked what other type of product could be stored outside. Jody replied inventory, pallets, equipment, etc. Mayor Bigelow expressed concern about future businesses and requested that outside storage be restricted to vehicles. Councilmember Lang agreed. Jody indicated that this would best be accomplished at the Conditional Use phase. Mayor Bigelow stated that he would also like to see some type of screening around the vehicles being worked on. Councilmember Lang indicated that a screen would restrict access. Mayor Bigelow displayed where a screen could be constructed on a map. Councilmember Lang stated that she feels the cars along Redwood Road that are for sale adequately obstruct the cars being worked on. Councilmember Fitisemanu agreed.

Jonathan Springmeyer indicated that two different CRA map proposals have been presented for RDA Resolution 20-02. He detailed the differences between Option 1 and Option 2. Mr. Springmeyer explained how a CRA study area functions. Councilmember Huynh expressed concern about the boundary lines and about a particular property that was not included in the proposal. Councilmember Buhler questioned whether this is a tool meant primarily for commercial use. Johnathan replied yes but noted CRA's can include and benefit residential properties as well. Councilmember Buhler suggested eliminating the properties on the east side of Redwood Road from the proposed CRA. Staff and the Council discussed properties, tax increment, value, increases, function of CRA's and the Redevelopment Agency, etc. Councilmember Nordfelt indicated that he prefers option 1 because there is more opportunity. Councilmember Huynh stated that he feels there is too much risk with option 1. Councilmember Buhler noted that he would be more comfortable with a third option that eliminates any property east of Redwood Road from the proposal. Mayor Bigelow stated that he doesn't feel how far the boundary lines go into neighborhoods is relevant but feels it's important the CRA Study Area should include both sides of Redwood Road. Councilmember Huynh expressed concern about properties included in the proposal.

Upon inquiry by Mayor Bigelow, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council and Special Redevelopment Agency Meetings scheduled later this night.

AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR FEBRUARY 25, 2020

A. **PGA PLAYER DEVELOPMENT AWARD- BRYANT BOSHARD, HEAD GOLF PROFESSIONAL AT THE RIDGE GOLF CLUB**

Bryant Boshard, Head Golf Professional at the Ridge Golf Club, has recieved the PGA Player Development Award. Mr. Boshard will not attend the Council meeting because he has accepted a job at a resort in another country. This award is described as follows:

> Golf often has a stereotype of being hard to begin because of price, location and intimidation. For The Ridge Golf Club Head Professional Bryant Boshard, winner of the 2019 PGA Player Development Award, it's exactly the opposite.
>
> "Everyone needs a chance to excel in something they enjoy doing," Boshard said. "Each person that walks through our doors is another opportunity for us to share the great game. Our program selection makes it easy to cater to every type of golfer, from young to old and beginner to advanced. We want you at The Ridge and we are here to help develop your game and enhance your experience on and off the course."
>
> Boshard has been in the golf business for 20 years, received his PGA Membership in 2014, has been at The Ridge for seven years and the head professional for two.
>
> Inclusion is a main focus for Boshard and his staff. Developing programs for juniors, seniors and veterans has shaped the day-to-day life at The Ridge.
>
> "I became a PGA professional because of my love and passion for the game," Boshard explained. "Over the past few years working with juniors, seniors and veterans has shown me the value and joy it brings to not only their lives, but my own as well. My new reason for being a PGA professional is to continue to spread the game to as many people as possible and share the joy and love it brings to my life."

Because of this inclusion-centered belief, The Ridge has won several awards, including the Utah Parks & Recreation Outstanding Adaptive Program in 2018 because of their focus on veterans, and the Utah Best of State Golf Program for 2019.

The Ridge offers leagues for men, women, juniors and veterans. Initially, The Ridge Veterans League was a three-month program. The following year, the program doubled and it has continued to grow.

"I'm grateful and humbled that I have been selected for this prestigious award," Boshard said. "This award would not have been possible without our amazing assistant golf professionals and the entire staff at The Ridge. Since we re-opened our doors in 2013, our goal has always been the same: Make the Ridge Golf Club a place where people of all ages and skill levels can call home, a place where they feel comfortable and a place where they know that our staff is always here to help."

PUBLIC HEARINGS SCHEDULED FOR FEBRUARY 25, 2020

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-8-2019, FILED BY WEST VALLEY CITY, REQUESTING FINAL PLAT APPROVAL FOR THE BEAGLEY ESTATES SUBDIVISION AMENDED FOR PROPERTY LOCATED AT 2590 SOUTH 7050 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled February 25, 2020, in order for the City Council to hear and consider public comments regarding application SA-8-2019, filed by West Valley City, requesting final plat approval for the Beagley Estates Subdivision Amended for property located at 2590 South 7050 West.

Proposed Ordinance 20-12 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 20-12, APPROVE THE AMENDENT OF LOTS 1, 6-9, 18 AND PARCEL B OF THE BEAGLEY ESTATES SUBDIVISION

Steve Lehman, CED, discussed proposed Ordinance 20-12 that would approve the amendment of Lots 1, 6-9, 18 and Parcel B of the Beagley Estates Subdivision.

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

The West Valley City Engineering Division is requesting consideration to

amend portions of the Beagley Estates Subdivision. More specifically, lots 1, 6-9, 18 and Parcel B. Portions of Beagley Lane will be vacated and renamed Beagley Road with a new alignment.

The Beagley Estates Subdivision was recorded with the Salt Lake County Recorder's Office in 2006. In 2015 the City began processing the first phase of the ARA Industrial Center Subdivision at approximately 6755 West SR-201 South Frontage Road. Phase 2 of the ARA Industrial Center was reviewed and approved in 2016. Phase 2 is located immediately to the east of the Beagley Estates Subdivision.

During the review process for phase 2 a recommendation was made that to provide for a more efficient access to the Industrial Park, a connection could be made with Beagley Lane. Beagley Lane intersects 7200 West at approximately 2590 South. The intersection of Beagley Lane and 7200 West is better situated than the intersection of the SR-201 South Frontage Road for the vehicles coming out of the ARA Industrial Center. The distance from SR-201 and the South Frontage Road is insufficient for stacking and maneuverability for larger vehicles.

Over the last few years, the City Engineering Division has been coordinating this effort. The home on lot 18 was purchased and demolished which allowed for the connection from ARA onto Beagley Lane. The Engineering Division redesigned the cross section of Beagley Lane by increasing the lot sizes of those properties directly accessing the street and increased the sidewalk width on the north side from 5 feet to 10 feet. With this new design, Parcel B will no longer be used for the cross-town trail.

Parcel C is a remnant of the original lot 18. At the present time, the plan for this parcel is that it be landscaped and maintained by the ARA Industrial Park. A post and panel masonry wall would be constructed between this parcel and the residential lot to the north. Matters related to this parcel are still being negotiated, so changes could occur in the future.

By virtue of the changes mentioned above, portions of the original Beagley Lane are going to be vacated and re-platted. The street will also have a new name which will be Beagley Road. The designation of "Road" better defines the type of street that this has become with a connection to the ARA Industrial Park.

In summary, the request before the City Council is to amend lots 1, 6-9, 18

and Parcel B of the Beagley Estates Subdivision. The subdivision plat will also vacate the original Beagley Lane and will re-plat the street with a new name of Beagley Road.

The City Council will consider Ordinance 20-12 at the Regular Council Meeting scheduled February 25, 2020 at 6:30 P.M.

RESOLUTION 20-21: APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR ACQUISITION OF THE SWIMMING POOL AT CENTENNIAL PARK

Nancy Day, Parks and Recreation Director, presented proposed Resolution 20-21 that would approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for acquisition of the swimming pool at Centennial Park.

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

The Centennial Outdoor Swimming Pool has been owned and operated by Salt Lake County. Discussion has been initiated by West Valley City staff in regard to what implications may incur by acquiring and operating this amenity. After careful consideration, staff feel that this acquisition would have positive effects on the West Valley City community for several reasons.

The Family Fitness Center, also located in Centennial Park, has full-time aquatics staff and a fully functioning division who could successfully operate and maintain this pool. The Family Fitness Center also has support staff to aid in the operation such as maintenance, concession and desk clerk staff. Adding this amenity to the operational structure of the Family Fitness Center would be a seamless endeavor. Acquiring this facility will assist with programming and management options that will be beneficial to West Valley City residents.

A financial plan, based off of records obtained from Salt Lake County along with West Valley City staff calculations, has been designed. This shows that revenue produced (including admission fees, memberships, programming and events) will offset the expenses needed to operate this facility.

Councilmember Buhler asked if this will be run as part of the Fitness Center where current membership will grant residents access. Nancy replied there will be an additional $5 a month fee for individuals, $8 a month fee for families, annual memberships for just the outdoor pool, and daily passes. Councilmember Lang asked how old the pool is and what condition it is in. Nancy replied it is 19 years old and is in fairly good condition.

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Councilmember Buhler asked if the County owns anything else at this location. Nancy replied the County still owns the Accord Ice Center. Councilmember Christensen asked what will happen to existing staff at the outdoor pool. Nancy replied most of the staff were temporary workers hired by the County with the exception of one full time employee who will likely be transferred to another location.

The City Council will consider Resolution 20-21 at the Regular Council Meeting scheduled February 25, 2020 at 6:30 P.M.

RESOLUTION 20-22: AUTHORIZE THE CITY TO PURCHASE FOUR OVERT ACTIVITY SUPPRESSION POLE CAMERA KITS

Nicole Cottle, Assistant City Manager, presented proposed Resolution 20-22 that would authorize the City to purchase four overt activity suppression pole camera kits.

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

> The West Valley City Police Department is requesting to purchase four Overt Activity Suppression Pole Camera Kits at a cost of $43,940.00. These four cameras will be placed in permanent locations along the parkway trail system with West Valley City. The cameras will be used to alert the police department to crimes in progress, obtain evidence, and identify offenders. It will allow us to monitor issues such as drinking and gambling on the trail systems, gang loitering, and narcotic usage. The cameras will have alert notifications for afterhours violations and enable officers to speak to the person in violation of the law directly and increase both the safety of the public and the efficiency of public safety personnel in the area.
>
> Specialty Vehicle Concepts, Inc is a sole source manufacturer.

Councilmember Lang asked if the cameras are mobile. Nicole replied these details are still being discussed but two of them may be ordered as mobile units. Councilmember Christensen asked how the City will protect the cameras from vandalism or theft. Nicole replied the cameras are placed very high up but there is a risk, as there is with anything. Mayor Bigelow asked if footage is recorded and stored. Nicole replied yes. Councilmember Buhler asked if someone will be monitoring the cameras every day. Nicole replied the cameras can be viewed in the Intel room of the Police Department or can be routed to a cell phone of a particular officer. She indicated that staff can determine the most effective way of utilizing the cameras, but they will be monitored frequently.

The City Council will consider Resolution 20-22 at the Regular Council Meeting scheduled

February 25, 2020 at 6:30 P.M.

CONSIDER APPLICATION SD-1-2019, FILED BY WEST VALLEY CITY, REQUESTING FINAL PLAT APPROVAL FOR THE BEAGLEY ROAD DEDICATION PLAT FOR PROPERTY LOCATED AT 2540 SOUTH 6755-7000 WEST

Steve Lehman, CED, presented application SD-1-2019, filed by West Valley City, requesting Final Plat Approval for the Beagley Road Dedication Plat for property located at 2540 South 6755-7000 West.

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

> The West Valley City Engineering Division is requesting final plat approval for the dedication of Beagley Road from 6755 West to approximately 7000 West.
>
> In 2015 the City began processing the first phases of the ARA Industrial Center Subdivision at approximately 6755 West SR-201 South Frontage Road. Phase 2 of the ARA Industrial Center was reviewed and approved in 2016. Phase 2 is located immediately to the east of the Beagley Estates Subdivision and north of the Riter Canal.
>
> During the review process for phase 2 a recommendation was made that to provide for a more efficient access to the Industrial Park, a connection could be made with Beagley Lane. Beagley Lane intersects 7200 West at approximately 2590 South. The intersection of Beagley Lane and 7200 West is better situated than the intersection at the SR-201 South Frontage Road, especially for the vehicles coming out of the ARA Industrial Center. The distance from SR-201 and the South Frontage Road is insufficient for stacking and maneuverability for larger vehicles.
>
> Over the last few years, the City Engineering Division has been coordinating this effort. This plat completes the efforts to make a connection from 6755 West out to 7200 West to better serve the ARA Industrial Park.
>
> The cross section of this right-of-way is 71 feet in width. Curb and gutter exist on both sides of the street, with a 10-foot sidewalk on the north side. The Cross-Town Trail was proposed to follow the north side of the Riter Canal. However, with the extension of Beagley Road out to 7200 West, a decision was made to locate the trail on the north side of this road, thus the 10-foot sidewalk. The wider sidewalk has been installed from 6755 West all the way to 7200 West.

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Mayor Bigelow asked if a crosswalk will identity the transition to the trail. Steve replied a ramp has been constructed and this will also be signed or lined.

The City Council will consider application SD-1-2019 at the Regular Council Meeting scheduled February 25, 2020 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR FEBRUARY 25, 2020

A. **RESOLUTION 20-23: AUTHORIZE THE CITY TO ACCEPT A SLOPE EASEMENT FROM MAC8, LLC AND GKM FAMILY, LLC**

Mayor Bigelow discussed proposed Resolution 20-23 that would authorize the City to accept a Slope Easement from Mac8, LLC and GKM Family, LLC.

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

> MAC8, LLC, a Utah limited liability company, and GKM, LLC, a Utah limited liability company, have sold the proposed Woodhollow Estates P.U.D. Phase 2 to Century Land Holdings of Utah, LLC. The Slope Easement is required at this location to protect the fill slope at the east end of Hightower Road (6310 South) and to protect the road from being undermined. The Slope Easement in favor of West Valley City will automatically be vacated and abandoned upon the future dedication and extension of Hightower Road (6310 South).

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

The City Council will consider Resolution 20-23 at the Regular Council Meeting scheduled February 25, 2020, at 6:30 P.M.

COMMUNICATIONS

A. LIGHTING/AUDIO UPDATE AT HARMAN THEATRE

Andrew Wallentine, Administration, presented a PowerPoint presentation summarized as follows:

- The problem
  - Several years of heavy use
  - No theatrical lighting
  - No theatrical audio
  - No special effects equipment
  - No rigging/fly systems (scenery/prop hanging system)
  - Stage is non-functioning
  - Theatre in general is outdated

- Goals and objectives
    - Professional production capabilities
        - Recruit professional theatre companies for partnerships(USF)
    - 5 show season (Inhouse production)
        - Generates sufficient activity to keep area vibrant and theatre full
        - Allows for USF expansion and partnerships for several years
    - 20-30 year facility
        - Modernized theatre
            - Reduce likelihood of major future improvements
                - Technical and Cosmetic
- Building a 20-30 year theatre
    - Inhouse staff (Andrew, Jeff, Trenton (Footloose TD)
        - Utah Shakespeare Festival
            - Frank Mack
            - Donn Jersey
            - Ben Hohman
            - Tanya Searle
            - Brian Vaughn
            - Danielle Davis
            - Scott Palfreyman
                - Initial Assessment
                - Response to TPI proposal
                - Expanded Questions to TPI
        - Technology Providers Inc.
            - Jeff Mills (TPI)
            - Danyelle Racine (TPI)
            - ProTech (Paco)
            - Oasis (Tim)
                - Bid fitted to USF Initial Assessment
                - Modified bid
                - Response to USF and Inhouse questions
                - Guarantees and documentation of products
                - Potential for sponsorships and digital signage
- Lighting Comparison
    - Utah Shakespeare Festival Recommendations ($800,000-$1,000,000)

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- ETC Fixtures
- LED and Incandescent Fixtures
  - Need to replace dimmers and add relays
    - Relocate dimmer location
  - Increased utility cost and HVAC load
- ETC control console
  - Adjusted control location
- Add more lighting positions
- New spotlight positions

- TPI Suggestions ($500,000)
  - Chauvet Fixtures(Ovation line)
    - Used in theatres and concert venues around the world
  - All LED fixtures
  - ChamSys MagicQ MQ500 control
    - "System is specifically designed for Theatrical and Studio market."
  - Don't feel there is need for more hang points or spotlight positions

- Audio Comparisons
  - Utah Shakespeare Festival Recommendations ($800,000-$1,000,000)
    - Dante based audio
    - Active speakers
    - Movable mixing location
    - Clearcomm headset/com system
    - Wireless mic system (32 mics system)
      - Shure ADX1 ($1,000 per mic)
      - 10 hr. battery life
    - Sound console
      - Yamaha RIO system
        - Similar in cost but less functionality
  - TPI Suggestions ($500,000)
    - Dante based audio (passive speakers)
    - No need/desire to move location
    - Clearcomm headset/com system
    - Wireless mic system (32 mic system)
      - Shure AD1 ($700 per mic)
      - 8 hr. battery life (Extra batteries w/charging station included in bid)

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- USF can bring their mics and system is compatible
- Sound console
  - Allen & Heath
    - System used by Shakespeare Center of Los Angeles
      - Notable performers such as Tom Hanks as Falstaff

- Potential Renovation Funding
  - Pathway Associates
    - Contracted in early 2019
      - Phased project
        - Phase 1: Clarifying Division's foundation is able to facilitate donations
        - Phase 2: Internal operating analysis & drafting case for support for renovations
        - Phase 3: Naming rights market analysis
        - Phase 4: Implementation of naming rights campaign
    - Currently prepping for Phase 4
      - Anticipated 27 month process
      - Financial goal to renovate the whole theatre
        - WVC "lead gift" of $2 million critical
          - Shows potential donors theatre has strong backing

Councilmember Buhler asked if Shakespeare will be comfortable with TPI's proposal. Andrew replied that they have a preference for their own specifications, but this technology is top of the line. Jeff Olson, Administration, noted that none of the specifications are deal breakers. He stated that Shakespeare can bring their own equipment if they find something to be unsatisfactory. Paul agreed and indicated that there is open communication between the City and Shakespeare and what is needed. He stated that Shakespeare is aware of the City's limitations, but the City will work with Shakespeare as well to ensure the theatre is a success. Councilmember Christensen stated that he knows a theatre specialist who reviewed the specifications and indicated everything was good quality.

B. LEGISLATIVE UPDATE

Nicole Cottle provided a brief update on events occurring at the State Legislative Session. She discussed bills regarding imminent domain for trails, land use law and criminal charges, and firearms.

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C. COUNCIL CALENDAR

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

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Council Suggestions

Nichole Camac, City Recorder, stated that there is a Proclamation request for a Sound the Alarm event with the American Red Cross. The Council agreed to support the Proclamation.

B. COUNCIL REPORTS

COUNCILMEMBER HUYNH- SISTER CITY

Councilmember Huynh stated that he is not involved in the Sister City efforts with the Taiwanese City due to conflict of interest. He explained his trip in 2012 and the things he learned during that time.

C. REVIEW AGENDAS FOR SPECIAL REDEVELOPMENT AGENCY AND SPECIAL HOUSING AUTHORITY MEETINGS SCHEDULED FEBRUARY 25, 2020

RDA MEETING

RDA RESOLUTION 20-03: APPROVE A REAL ESTATE PURCHASE AGREEMENT WITH DRH DEVELOPMENT, LLC, TO PURCHASE PROPERTY LOCATED AT 2574 SOUTH REDWOOD ROAD

Jeff Jackson, CED, presented proposed Resolution 20-03 that would approve a Real Estate Purchase Agreement with DRH Development, LLC, to purchase property located at 2574 South Redwood Road.

Written documentation previously provided to the Redevelopment Agency included information as follows:

> The RDA has been studying the Redwood corridor and the evolution that has occurred over the last decade. This area has long been in need of redevelopment. As with other redevelopment areas, the City and the Redevelopment Agency have monitored this area in order to assess the right

time for redevelopment. With the addition of the opportunity zone designation, this area has become an area of focus. As with other areas, when key pieces of property are put to market, the RDA will often purchase the pieces and assemble them for future redevelopment. This piece of property is vacant, located right on Redwood Road and backs onto the area known as the Lake Park Four Plex neighborhood. This property is a small but essential piece of the potential larger development. Therefore, the Redevelopment Agency desires to get this under contract in order to assemble for a larger development. In the event that the area is not redeveloped, this piece remains viable for resale and would not represent a loss the RDA.

The Redevelopment Agency will consider Resolution 20-03 at the Special Redevelopment Agency Meeting scheduled February 25, 2020 at 6:30 P.M.

HA MEETING

HA RESOLUTION 20-01: APPROVE A PURCHASE AND SALE AGREEMENT WITH THE HOUSING AUTHORITY OF SALT LAKE COUNTY FOR THE PURCHASE AND SALE OF CERTAIN REAL PROPERTY

Jeff Jackson, CED, presented proposed Resolution 20-01 that would approve a Purchase and Sale Agreement with the Housing Authority of Salt Lake County for the purchase and sale of certain real property.

Written documentation previously provided to the Redevelopment Agency included information as follows:

The Salt Lake County Housing Authority has made a determination that it must divest itself of properties all across the county. Two of the properties the City has been watching are these four plex properties in Lake Park. These properties are part of a larger area of four plex units. They are representative of an area of high usage of public services and they sit directly in the middle of the potential redevelopment area. When the County Housing Authority put them on the market the RDA sought to get them under contract for the purpose of controlling an important piece of any redevelopment project. These units are rentable, however, the RDA will make an assessment as to whether they should be rented or demolished if the RDA Board elects to move forward with the purchase. In addition to the potential redevelopment activity in the area, this property sits in an

opportunity zone. Opportunity zones require that any developer wishing to garner benefit from that program must invest in an area by the end of the year. As this process moves forward, the RDA is working to secure a potential development partner for the larger redevelopment effort. It is the RDA's belief that these properties would be purchased from it in short order.

Councilmember Huynh stated that he is concerned about the cost of this proposal. Jeff replied that this property is in the Opportunity Zone. He indicated that the City has one of the greatest projects in the State. He indicated that the Opportunity Zone in conjunction with the CRA will make this property very valuable and cost effective. Councilmember Buhler stated that the City has housing money that can only be purchased on housing and this is in a great location. Jeff replied that this is the first step toward a greater goal.

The Housing Authority will consider Resolution 20-01 at the Special Housing Authority Meeting scheduled February 25, 2020 at 6:30 P.M.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY FEBRUARY 18, 2020 WAS ADJOURNED AT 6:23 PM BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, February 18, 2020

_____
Nichole Camac, CMC
City Recorder

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The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, February 25, 2020, 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.

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. February 18, 2020

6. Awards, Ceremonies and Proclamations:

   A. PGA Player Development Award- Bryant Boshard, Head Golf Professional at The Ridge Golf Club

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

- 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.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

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 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 SA-8-2019, Filed by West Valley City, Requesting Final Plat Approval for the Beagley Estates Subdivision Amended for Property Located at 2590 South 7050 West

Action: Consider Ordinance 20-12, Approve the Amendment of Lots 1, 6-9, 18 and Parcel B of the Beagley Estates Subdivision

9. Resolutions:

A. 20-21: Approve an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for Acquisition of the Swimming Pool at Centennial Park

B. 20-22: Authorize the City to Purchase Four Overt Activity Suppression Pole Camera Kits

10. New Business:

A. Consider Application SD-1-2019, Filed by West Valley City, Requesting Final Plat

Approval for the Beagley Road Dedication Plat for Property Located at 2540 South 6755-7000 West

11. Consent Agenda:

    A. Reso. 20-23: Authorize the City to Accept a Slope Easement from Mac8, LLC and GKM Family, LLC

12. New Items:

    A. 20-24: Award a Contract to KGB Construction, LLC for the Construction of a Bridge on Anna Caroline Drive

13. Motion for Closed Session (if necessary)

14. Adjourn

WEST VALLEY CITY

A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 2/25/2020 at 6:30 PM, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

DON CHRISTENSEN, CHAIR
KAREN LANG, VICE CHAIR

A G E N D A

1. Call to Order- Chair Don Christensen

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes

   A. February 18, 2020

5. Resolutions:

   A. 20-03: Approve a Real Estate Purchase Agreement with DRH Development, LLC, to Purchase Property Located at 2574 South Redwood Road

6. Adjourn

- 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.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

WEST VALLEY CITY

A Special Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, February 25, 2020, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

STEVE BUHLER, CHAIR
TOM HUYNH, VICE CHAIR

A G E N D A

1. Call to Order- Chair Steve Buhler
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes
   A. January 7, 2020 (Annual Meeting)
5. Resolutions:
   A. 20-01: Approve a Purchase and Sale Agreement with the Housing Authority of Salt Lake County for the Purchase and Sale of Certain Real Property
6. Adjourn

- 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.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Item: ZT-17-2019
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:

An ordinance to amend the criteria used to determine whether a property is eligible to be rezoned to the RM zone, parking lot lighting standards, and the multi-unit residential design standards and to repeal Ordinance # 19-38

SYNOPSIS:

On 9/17/2019, the City Council adopted a 6-month temporary land use regulation or moratorium (Ordinance # 19-38) that prohibited rezone applications to the RM (multiple unit dwelling residential) zone as well as ordinance revisions pertaining to multi-family housing. Prior to the moratorium adoption the City had received several applications to change the criteria used to determine whether a property is eligible to be rezoned to the RM zone as well as several rezone requests to the RM zone. The moratorium was passed to allow time for the City to consider where additional multi-family housing should be allowed as well as the standards under which it should be allowed.

Following the adoption of the moratorium, the Council held two discussions during their study meetings on 11/12/2019 and 12/17/2019. During the later meeting a draft of several ordinance revisions was presented for discussion to the Council. The revisions incorporated standards used in recent development agreements for multi-family housing and changes to the RM zone eligibility criteria. The Council then directed staff to start the formal ordinance revision process.

After reviewing the ordinance revisions, the Planning Commission recommended some changes described below:

- Zone change requests to the RM zone should be allowed on properties with access and frontage on a street with a planned right-of-way width of at least 80 feet. The density of such properties should be limited to 7 units/acre.
- The three light rail stations that were added to the proposed ordinance should be removed.

Since the initial direction for this ordinance came from the Council, the proposed ordinance does not incorporate the Planning Commission's recommendations.

RECOMMENDATION:

The Planning Commission recommends approval of the zone text change.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 2/10/2020

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-5-101, 7-9-113, 7-11-404, 7-11-405, AND 7-11-412 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS APPLICABLE TO MULTI-UNIT RESIDENTIAL DEVELOPMENTS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, the City desires to amend certain regulations concerning application and design requirements applicable to multi-unit residential developments; 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 amend Sections 7-5-101, 7-9-113, 7-11-404, 7-11-405, and 7-11-412 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed. In addition, Ordinance No. 19-38 is hereby repealed.

Section 2. Amendment. Sections 7-5-101, 7-9-113, 7-11-404, 7-11-405, and 7-11-412 of the West Valley City Municipal Code are hereby amended as follows:

7-5-101. ZONING AMENDMENTS.

(1) The City Council may, from time to time, on its own motion or pursuant to an application, amend the number, shape, boundaries or area of any Zoning district, or any regulation of or within any Zoning district or any other provisions of the Zoning Ordinances. Any such proposed amendment shall first be submitted to the Planning Commission for a recommendation.

(2) Zoning amendments approved, receiving a recommendation other than denial by the Planning Commission, or appealed by the Applicant shall be considered by the City Council as provided in this Section. Before finally adopting any amendment recommended or approved by the Planning Commission, the City Council shall hold a public hearing.

(3) Except as provided in subsections (5) and (6) below, property within City limits may only be amended or rezoned to the following zones: A, A-1, A-2, RE, C-1, C-2, C-3, BRP, MXD, CC, LI, SH, and M.

(4) Property within City limits may only be amended or rezoned to the RM zone if all of the following conditions are met:

a. For properties without existing Structures which are proposed to be developed, the property must be a minimum of ~~two acres~~ one acre and the Density must not exceed 12 units per acre. For properties with existing Structures proposed to be redeveloped, ~~there is no minimum acreage requirement, but~~ the property must be a minimum of 20,000 square feet and the Density must not exceed 20 units per acre. For properties within one-half mile of a ~~the West Valley Central~~ light rail station, the Density may exceed 20 units per acre;

b. The property shall meet any one of the following three requirements: (i) have access and Frontage on a Street with a planned Right-of-way width of at least 80 feet (for properties under two acres) or 100 feet (for properties two acres or larger) as indicated on the Major Street Plan; (ii) be adjacent to existing multifamily residential development on two sides; or (iii) be located within one-half mile of a ~~the West Valley Central~~ light rail station; and

c. A Development Agreement must be proposed with the zone change application that addresses Dwelling Unit sizes, exterior materials, architecture, Landscaping, and project Amenities.

d. A traffic impact study prepared by a registered traffic engineer is required for projects with 100 or more Dwelling Units.

(5) Property within City limits may be amended or rezoned to the R-1-7, R-1-8, R-1-10, or R-1-12 zones if the property is less than two acres in area as of July 22, 2016. Properties under two acres created or subdivided after July 22, 2016, shall not be eligible to apply for the R-1-7, R-1-8, R-1-10, or R-1-12 zones.

(6) If the City Council denies an application to change the Zoning of a property, no application to change the Zoning of that property to the same zone as proposed in the denied application shall be submitted until at least one year has passed unless the Planning Commission finds that circumstances have changed in such a manner as to merit consideration of a new application.

7-9-113. LIGHTING.

(1) Lighting used to illuminate any off-Street Parking Spaces, vehicle maneuvering areas, or loading/unloading areas must conform to the following standards:

a. Illumination of driveway access to Streets shall at least match any local public lighting.

b. Light poles shall be permanently set on pillars or placed in landscaped areas to minimize direct contact with vehicles.

c. To reduce light pollution, lighting systems shall obscure the lamp image to direct light where needed.

d. Luminaire mounting height shall reasonably match the scale of the surrounding Buildings.

e. Noise created by electromagnetic ballasts shall be kept to a minimum and must not be noticeable above ambient background levels.

f. Illuminance levels shall be a minimum of 0.5 horizontal footcandles and 0.3 vertical footcandles. ~~conform to the standards outlined in the table below~~:

~~**Land Use**~~	~~**Minimum Horizontal Footcandles**~~	~~**Minimum Vertical Footcandles**~~
~~Commercial~~	~~0.5~~	~~0.25~~

~~Land Use~~	~~Minimum Horizontal Footcandles~~	~~Minimum Vertical Footcandles~~
~~Residential, Institutional and Industrial~~	~~0.2~~	~~0.1~~

g. Lighting shall be arranged or directed as to reflect the light away from adjacent properties and to prevent glare for Street traffic. The Intensity of light at adjoining residential properties shall not exceed 0.1 footcandles.

(2) Lighting plans submitted for review must include the location and height of all light poles and predicted illumination levels, which are based on maintained illumination levels just prior to lamp replacement and luminaire cleaning, within, at and beyond property lines.

(3) Designers of lighting plans shall consider and illustrate:

a. Shadow effects of trees, signs, Buildings, screen walls or other fixed objects; and

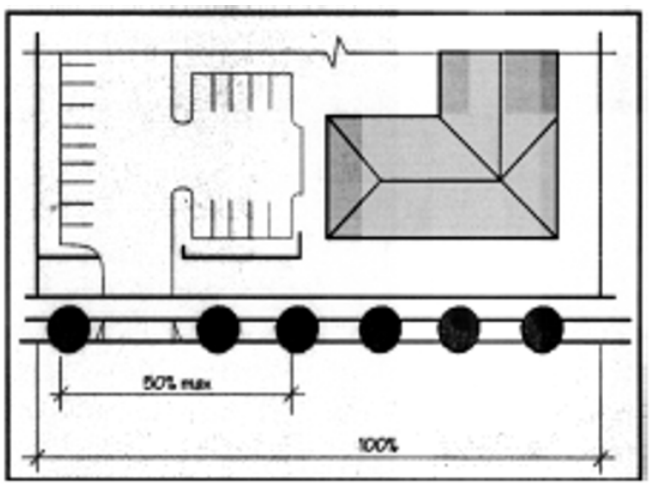
b. Illumination of the entire off-Street parking area sufficiently to allow pedestrians and motorists to see potential danger in their peripheral vision, to promote pedestrian and vehicle safety and to prevent assault, theft and vandalism.

7-11-404. GENERAL REQUIREMENTS.

All Developments with ~~M~~multi-unit residential Buildings shall meet the following standards:

(1) Except for stairways leading to the first level of a Building, ~~When~~ exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building. ~~are used, they shall be stylistically consistent with and architecturally integrated into the Buildings they serve. Exterior stairs which are not architecturally consistent with the Building design as determined by the Planning Commission are prohibited.~~

(2) Off-Street parking areas shall not comprise more than 50% of the elements along a Development's Street Frontage.



(3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.

(4) In residential Developments with more than 4 Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments from Sections 7-11-406, 7-11-407, 7-11-408, 7-11-409, 7-11-410, 7-11-411, and/or other Building variations as determined by the Planning Commission.

(5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20' from any adjacent residential property line and at least 20' from any Dwelling Unit.

(7) All multi-unit residential Developments shall include ~~either~~ washer and dryer hook-ups for each Dwelling Unit ~~or an on-site laundry~~.

(8) Each Dwelling Unit shall have its own kitchen and bathroom.

(9) ~~At least 50% of the~~All Dwelling Units that are stacked on top of each other shall have ~~a~~ at least one Parking Space in a garage per Dwelling Unit. All Dwelling Units that are attached to the side of each other shall have ~~at least one Parking Space in a garage or Carport~~ a two-car garage for each Dwelling Unit.

(10) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios

and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

(11) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are stacked on top of each other shall be as follows:

a. 400 square feet for a Studio unit;

b. ~~550~~600 square feet for a one-bedroom unit;

c. ~~800~~850 square feet for a two-bedroom unit;

d. ~~1,000~~1,100 square feet for a three-bedroom unit; and

e. ~~1,200~~1,300 square feet for a four-bedroom unit or larger.

(12) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are attached to the side of each other shall be as follows:

a. 800 square feet for a one-bedroom unit;

b. 1,100 square feet for a two-bedroom unit;

c. 1,400 square feet for a three-bedroom unit; and

d. 1,700 square feet for a four-bedroom unit or larger.

(13) All rental developments with 50 or more units shall provide on-site management.

(14) All rental Buildings shall have controlled access. For the purpose of this Section, controlled access means a system to limit Building access to tenants and their guests.

(15) All rental Buildings shall include security cameras at all Building entrances.

(16) All Buildings with four or more levels shall include an elevator(s).

(17) All Developments shall include an entry feature.

(18) All parking shall be made available free of charge.

7-11-405. BUILDING MATERIALS.

All multi-unit residential Building exteriors shall be brick, stucco, stone, tile, metal panels or fiber cement siding. ~~No more than 60% of a Building exterior shall be stucco. No more than 60% of a Building exterior shall be fiber cement siding.~~ With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60% of a Building's exterior. Where stucco, tile, metal panels or fiber cement siding are used, at least 20% of the Building's exterior shall be brick or stone. ~~Metal, w~~Wood and vinyl may be used as trim, soffits and/or accent materials only.

7-11-412. AMENITIES.

(1) The following standards apply to multi-unit residential Developments with Dwelling Units that are stacked on top of each other. All ~~multi-unit residential~~ Developments with less than 50 Dwelling Units shall include at least ~~two~~ one ~~Amenities~~ Amenity from the following list. All ~~multi-unit residential~~ Developments with 50 to 75 Dwelling Units shall include at least ~~three~~ two Amenities from the following list. At least one of the ~~three~~ two amenities shall be from the major Amenities list. All ~~multi-unit residential~~ Developments with 76 to 99 Dwelling Units shall include at least ~~four~~ three Amenities from the following list. At least ~~two~~ one of the ~~four~~ three Amenities shall be from the major Amenities list. All ~~multi-unit residential~~ Developments with 100 or more

Dwelling Units shall include at ~~six~~ five Amenities from the following list. At least three of the ~~six~~ five shall be from the major Amenities list.

Major Amenities	Minor Amenities
Outdoor ~~S~~swimming pool	Tot Lot/Playground
Indoor swimming pool	Outdoor sport court
Courtyard	~~Volleyball court~~ Outdoor fire pit/fireplace
Clubhouse/community room with kitchen (without fitness room)	Hot tub
~~Garages~~ Indoor sport court	Walking/exercise trail
~~On-site manager~~ Rooftop patio	~~Basketball court~~ Building lobby
Fitness room	~~Tennis court~~ Package locker system
~~Private patio or balcony of at least 60 square feet for each unit~~ Business center with WiFi and computers	Indoor ~~B~~bicycle ~~S~~storage
Community game room/recreation room	Electric vehicle charging stations
Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this	Outdoor covered pavilion with picnic table and grill

Major Amenities	Minor Amenities
Section.	
	Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this Section.

(2) The following standards apply to multi-unit residential Developments with Dwelling Units that are attached to the side of each other. All Developments with less than 50 Dwelling Units shall include at least one Amenity from the following list. All Developments with 50 to 75 Dwelling Units shall include at least two Amenities from the following list. All multi-unit residential Developments with 76 to 99 Dwelling Units shall include at least three Amenities from the following list. All multi-unit residential Developments with 100 or more Dwelling Units shall include at least five Amenities from the following list.

Amenities	
Swimming pool	Tot lot/playground
Courtyard	Sport court
Clubhouse/community room with kitchen (without fitness room)	Outdoor fire pit/fireplace
Rooftop patios	Hot tub
Fitness room	Walking/exercise trail
Community game	Outdoor covered pavilion

room/recreation room	with picnic table
	Any other Amenity that, at the discretion of the Planning Commission, meets the intent of this Section.

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

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

PASSED and APPROVED this _____ day of _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-17-2019 MINUTES
JANUARY 22, 2019 PLANNING COMMISSION PUIBLIC HERING

Application #: ZT-17-2019
Applicant: West Valley City

A zone text change to amend the criteria used to determine whether a property is eligible to be rezoned to the RM zone, parking lot lighting standards, and the multi-unit residential design standards

This application was continued by the Planning Commission during their meeting on January 8th. During this meeting, Randy Moore, a homebuilder, suggested several changes to the ordinance. These suggested changes are included with this report. The Commission continued this item to allow time to consider potential changes.

On 9/17/2019, the City Council adopted a 6-month temporary land use regulation or moratorium that prohibited rezone applications to the RM (multiple unit dwelling residential) zone as well as ordinance revisions pertaining to multi-family housing. Prior to the moratorium adoption the City had received several applications to change the criteria used to determine whether a property is eligible to be rezoned to the RM zone as well as several rezone requests to the RM zone. The moratorium was passed to allow time for the City to consider where additional multi-family housing should be allowed as well as the standards under which it should be allowed.

Following the adoption of the moratorium, the Council held two discussions during their study meetings on 11/12/2019 and 12/17/2019. During the later meeting a draft of several ordinance revisions was presented for discussion to the Council. The revisions incorporated standards used in recent development agreements for multi-family housing and changes to the RM zone eligibility criteria. The Council then directed staff to start the formal ordinance revision process.

Included with this report are several documents that were shared with the Council during their study meeting discussions. A brief description of these documents is provided below (the first document is this report):

- The second document outlines the proposed ordinance revisions. A summary of these revisions is provided below.
- The third document is a map of all attached housing developments that are existing, under construction or entitled.
- The fourth document is a map of all remaining vacant land within the City. This map highlights the ½ mile radius around light rail stations with black circles. Roads with 80’ of right-of-way in the Major Street Plan are identified with purple dashed lines and roads with 100’ or more are identified with black dashed lines.
- The fifth document is a map of potential attached housing locations based on General Plan designations as well as locations where developers have expressed interest.

- The sixth document is a spreadsheet that compares the properties highlighted in green on the Potential Attached Housing Map (document 5).
- The seventh document is an excerpt from a 3rd quarter 2019 multi-family report from the real estate company Berkadia that compares average rents and occupancy rates for apartments in various submarkets within Salt Lake County.
- The eighth document is a table that compares apartments within West Valley on the age of the project, number of units, whether or not there is a charge for parking, size of units and rent charged.
- The ninth document is a table that compares townhomes within West Valley on the age of the project, number of units, size of units and type of parking provided.
- The tenth document is the temporary land use regulation referenced above.
- The last document are the suggested changes from Randy Moore.

The proposed ordinance revisions are summarized as follows:

- Section 7-5-101 (4) a.: The minimum area for a vacant property to be rezoned to the RM zone is reduced to match the existing 1 acre minimum for planned unit developments (PUDs). A minimum area for a developed property to be rezoned to the RM zone is added to match the existing 20,000 sq. ft. minimum lot size for the RM zone. The density cap is removed for properties within ½ mile of a light rail station.
- Section 7-5-101 (4) b.: All properties that are within ½ mile of a light rail station and meet the minimum area requirements are made eligible for RM zoning.
- Section 7-5-101 (4) d.: A traffic impact study requirement is added for projects with 100 or more dwelling units.
- Section 7-9-113: Parking lot lighting requirements are updated to reflect standards from the Illuminating Engineering Society.
- Section 7-11-404 (1): A prohibition on exterior stairways is added with one exception.
- Section 7-11-404 (7): A requirement for all units to include washer and dryer hook-ups is added.
- Section 7-11-404 (9): The garage parking requirements are increased for units that are stacked on top of each other and units that are attached to the side of each other.
- Section 7-11-404 (10): A requirement for all units to include a patio or balcony is added.
- Section 7-11-404 (11): The minimum dwelling unit sizes are increased for units that are stacked on top of each other.
- Section 7-11-404 (12): The minimum dwelling unit sizes are increased for units that are attached to the side of each other.
- Section 7-11-404 (13): A requirement for on-site management is added for all rental developments with 50 or more units.
- Section 7-11-404 (14): A requirement for controlled access is included for all rental buildings.
- Section 7-11-404 (15): A requirement for security cameras is added for all rental buildings.
- Section 7-11-404 (16): A requirement for elevators is included all buildings with four or more levels.
- Section 7-11-404 (17): A requirement for an entry feature is included.

- Section 7-11-404 (18): A requirement that all parking is to be made free of charge is added.
- Section 7-11-405: The list of allowed building materials is expanded to include tile and metal panels.
- Section 7-11-412: The number of amenities required is reduced because certain amenities are now required for all projects. The list of amenities is amended to reflect newer developments. A separate amenities list is provided for projects with units that are stacked on top of each other as well as projects with units that are attached to the side of each other.

The changes described above are recommended for primarily two reasons. First, the changes to Section 7-5-101 will expand the eligibility for RM zoning. While eligibility for RM zoning would be expanded, the Planning Commission and City Council can still deny zone change requests to the RM zone even if a property meets the application eligibility standards. Second, the remaining changes mainly add design standards used in recent development agreements to the ordinance. These new standards will raise the bar on the quality of new developments.

As a reminder, the multi-unit residential design standards can still be superseded by a development agreement that is reviewed and approved by the Planning Commission and City Council.

While the Commission discussed a few potential revisions to the ordinance during the study session, staff is still recommending the ordinance as written.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.

2. Approval. The ordinance should be approved as proposed by staff with one change. Zone change requests to the RM zone should be allowed on properties with access and frontage on a street with a planned right-of-way width of at least 80 feet. The density of such properties should be limited to 6 units/acre.

3. Approval. The ordinance should be approved as proposed by staff with the following changes:
    a. Zone change requests to the RM zone should be allowed on properties with access and frontage on a street with a planned right-of-way width of at least 80 feet. The density of such properties should be limited to 6 units/acre.
    b. The three light rail stations that were added to the proposed ordinance should be removed.

4. Continuance.

5. Denial.

Discussion: Steve Lehman presented the application. Randy Moore then addressed the Planning Commission. He feels that the 80 ft. right of way is a large road but would not necessarily create that much more density based on available land in the City. He explained that the current market is trending toward townhome development and this ordinance increases the standards of new projects but does decrease the ability for townhome and/or 55+ development. He suggested for the Planning Commission to look at the existing townhomes in West Valley City to see the acres/unit. Randy feels that a 6 units/acre minimum is too limiting, and he recommended 7-8 units/acre. Randy then stated he would answer any questions of the Planning Commission.

Commissioner Woodruff then asked Steve Lehman if this ordinance has any relation to the current General Plan. Steve Lehman stated that having the higher-density developments along the larger right of way's does fit into the General Plan. Steve L. explained that higher density projects are not going to be put into a traditional residential setting but are primarily reserved for larger streets due to access and services. Commissioner Winters asked Commissioner Woodruff if he was proposing something different than what this proposal states. Commissioner Woodruff explained that he was just going over the ordinance out loud to make sure he fully understands. He also stated that he doesn't have a problem with the 80-foot right of way. Commissioner Winters agreed with Commissioner Woodruff and then addressed the recommendation of 6 units/acre. He asked Steve L. if the current 6 – 6.5 units/acre worked well for the City and if projects with that density worked. Steve L. stated that they have worked well and explained that senior communities are well managed, well taken care of and typically have a density of 6-6.5 units per acre. Steve L. stated that maybe the 6 units/acre would be on the low side, and a slight increase would better fit the density of the existing projects in the City.

Commissioner Fuller than asked Steve Lehman if there has been much townhome development recently in the City. Steve Lehman stated there has been a couple of developments, and mentioned the Brad Reynolds project, Cobalt Landing on Redwood Road and Erin Hills on 5600 West.

Commissioner Lovato asked the Planning Commissions feelings about opening this ordinance to all four train stations and if this would help balance the City. Commissioner Fuller explained that he feels this would not help the balance of the City. Commissioner Fuller then stated he drove through an area in Murray that had many apartment buildings located on a 60-foot right of way and they were all rented. He then explained that if the street right-of-way was an issue the apartments would most likely have vacancies. Commissioner Wood explained that she doesn't think there will be a balance between the east and west of the City due to the lack of development on the west side. She also stated that she doesn't feel anyone would purchase property that has a minimum allowance of 6 units/acre. Commissioner Wood stated that this would leave the property vacant and not add to the growth of West Valley City.

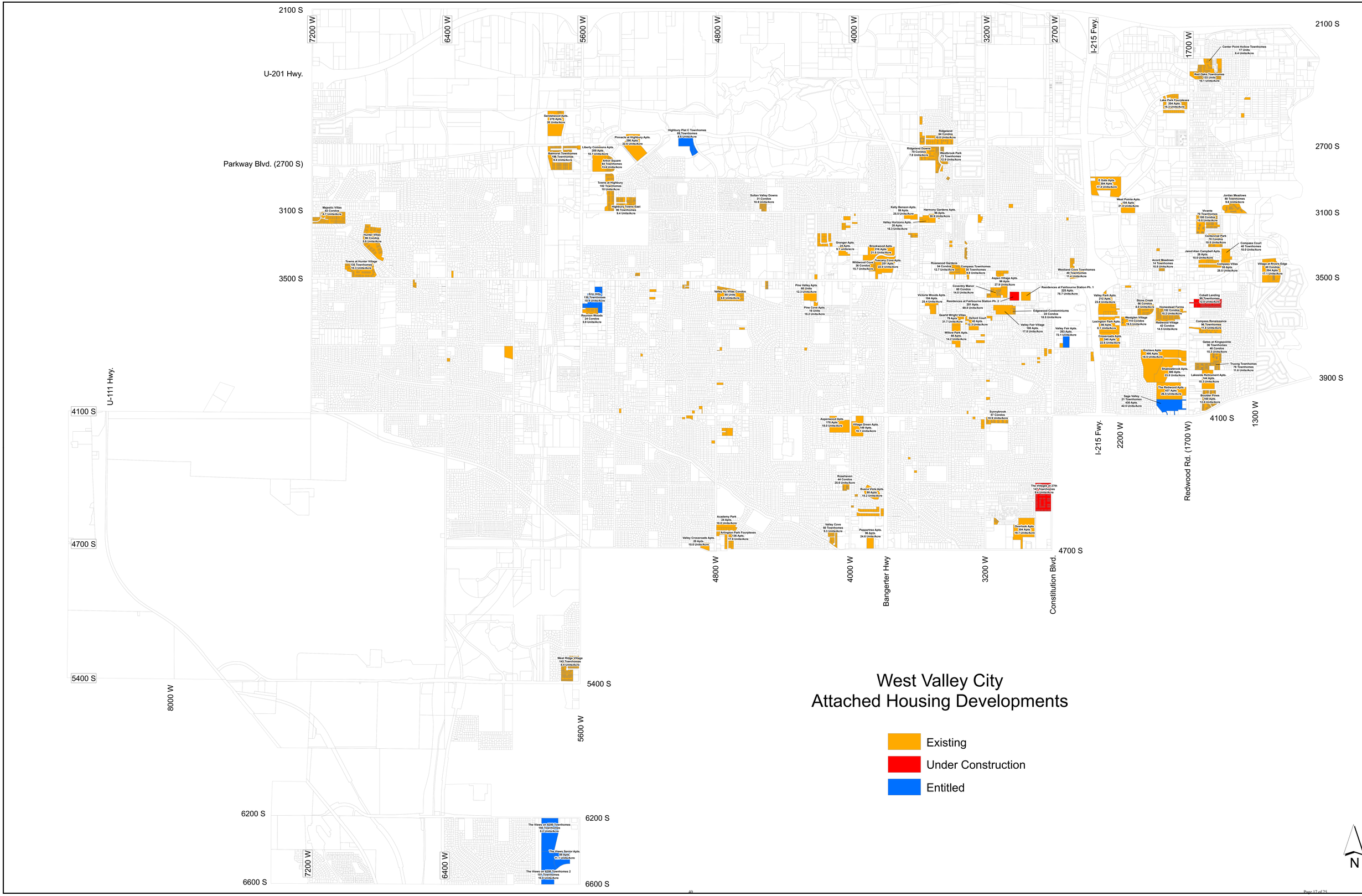
Commissioner Winters stated that his understanding of the ordinance is to improve the current build standards to match what is currently being built in the City. Steve Lehman confirmed and stated that many of the items outlined in the proposed ordinance are already being incorporated into new projects. This ordinance would lessen the need to negotiate those items.

Motion: Commissioner Winters moved to approve ZT-17-2019 alternative 3 with one exception. The density should be limited to 7 units/acre as opposed to the 6 units/acre as outlined in the ordinance. The motion was seconded by Commissioner McEwen.

Vote:

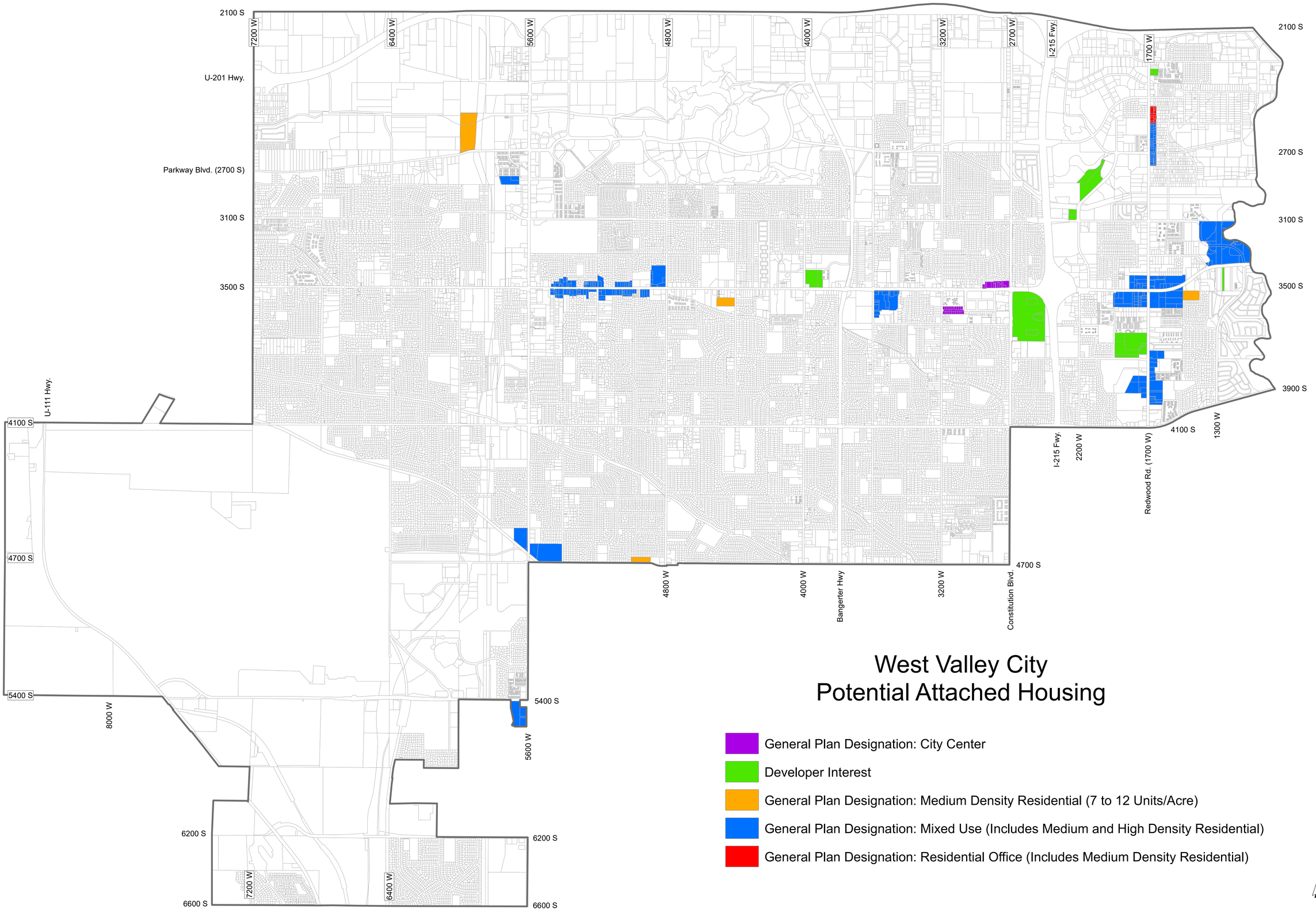
Chair Meaders	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Winters	Yes
Commissioner Wood	Yes
Commissioner Woodruff	No
Commissioner Fuller	Yes

Majority – ZT-17-2019 – Approved



West Valley City
Attached Housing Developments

- Existing
- Under Construction
- Entitled

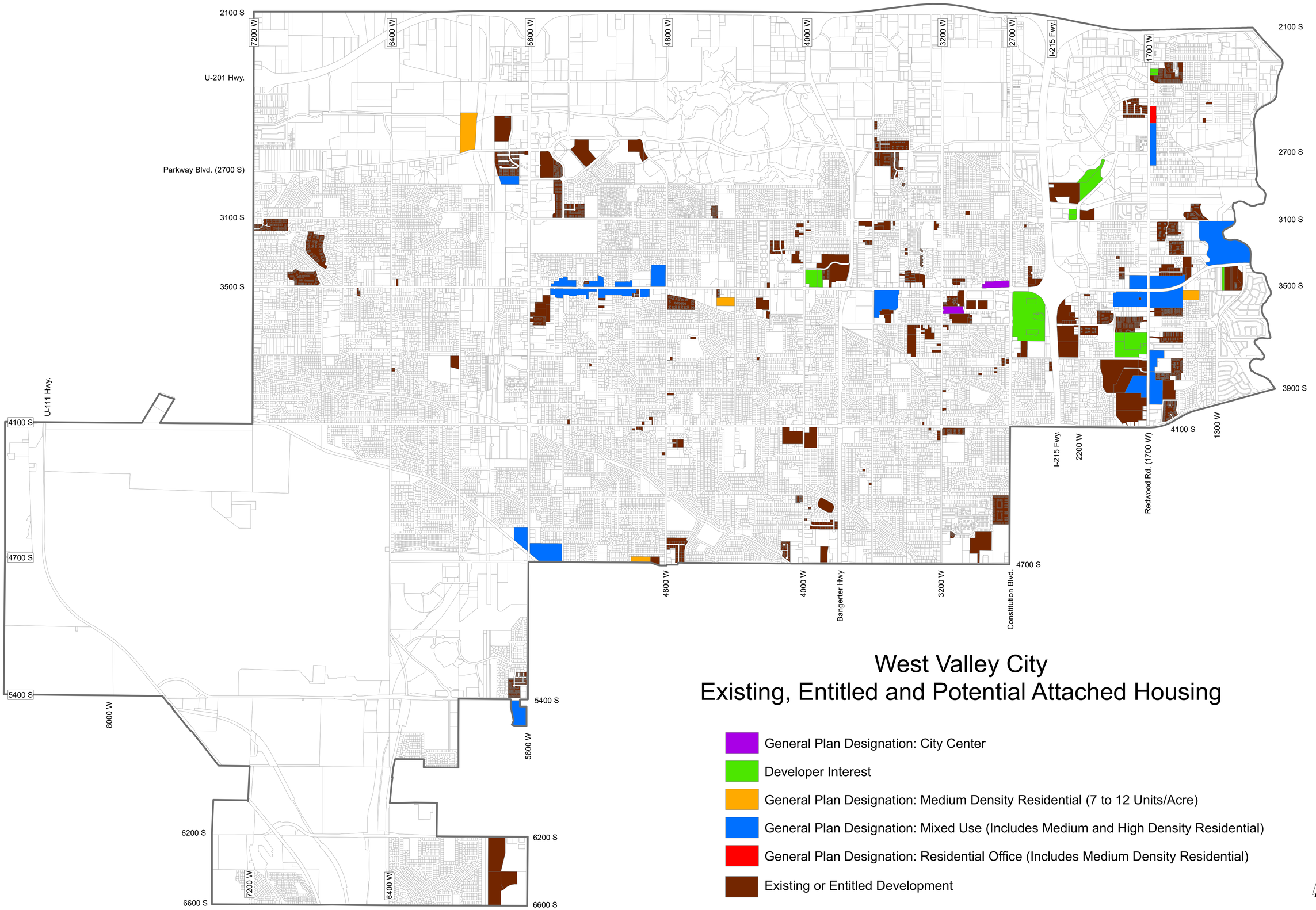


West Valley City
Potential Attached Housing

- General Plan Designation: City Center
- Developer Interest
- General Plan Designation: Medium Density Residential (7 to 12 Units/Acre)
- General Plan Designation: Mixed Use (Includes Medium and High Density Residential)
- General Plan Designation: Residential Office (Includes Medium Density Residential)

N

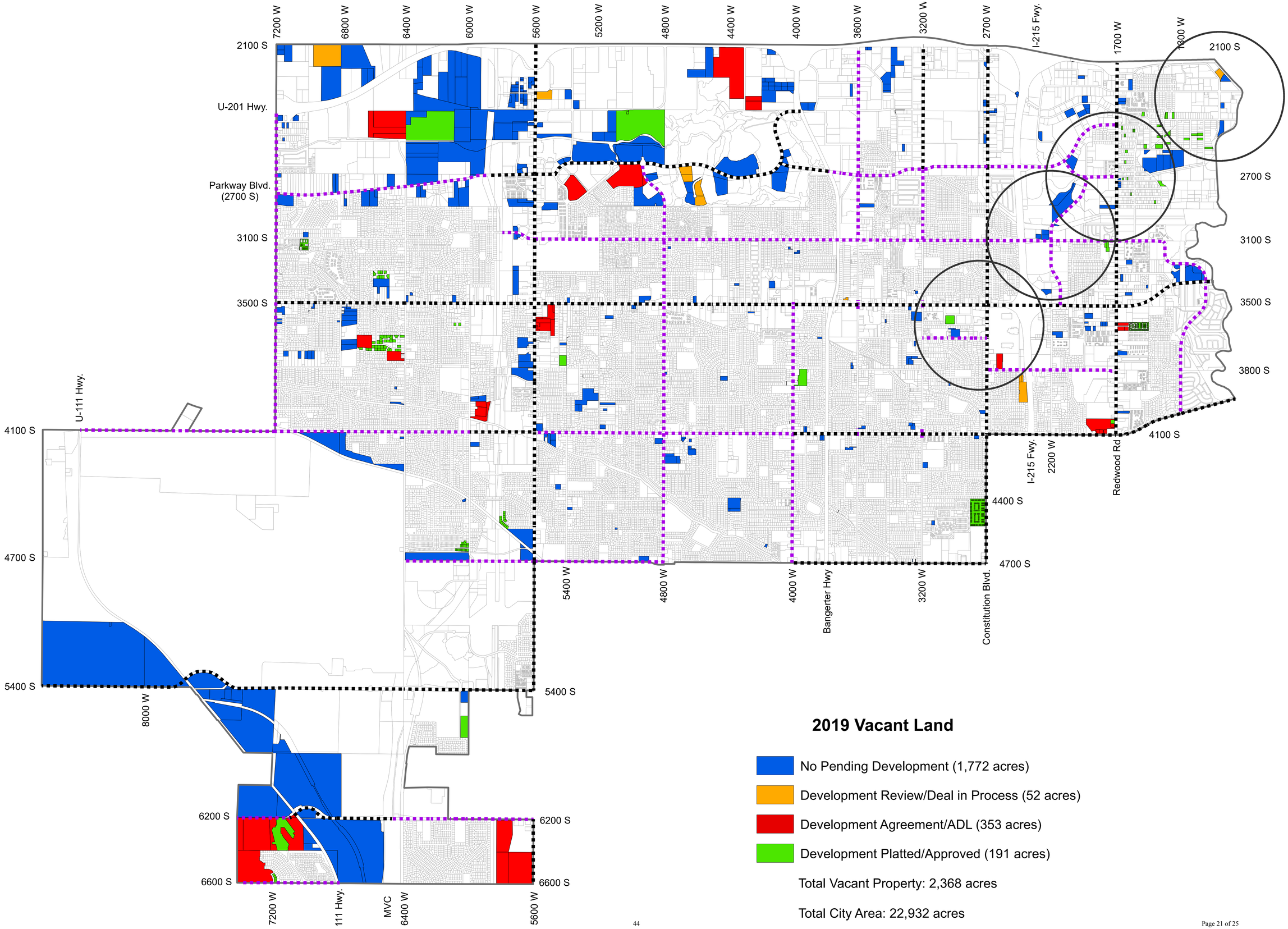
Location	Business Name/Use	Zoning	Acres	General Plan	ROW Width	1/2 Mile from TRAX	Served by Bus
1277 W 3300 S	Vacant building (formerly Hubcap Heaven)	C-2	1.65	General Commercial	128'	No	Yes
3601 S 2700 W	Valley Fair Mall	C-2	55.36	General Commercial	120'	Yes	Yes
3958 W 3500 S	Azteca Indoor Bazar	C-2	9.70	General Commercial	102'	No	Yes
2361 S Redwood Rd	Vacant property (formerly two homes)	C-2	1.77	General Commercial	108'	No	Yes
3700 S Redwood Rd	Redwood Drive-In Theater	C-2	26.12	General Commercial	102'	No	Yes
2882 S Decker Lake Dr	Vacant property	M & A	2.79	Commercial/Light Manufacturing	96'	Yes	No
3078 S Decker Lake Dr	Vacant property	A	16.05	Entertainment District	120'	Yes	No



West Valley City
Existing, Entitled and Potential Attached Housing

- General Plan Designation: City Center
- Developer Interest
- General Plan Designation: Medium Density Residential (7 to 12 Units/Acre)
- General Plan Designation: Mixed Use (Includes Medium and High Density Residential)
- General Plan Designation: Residential Office (Includes Medium Density Residential)
- Existing or Entitled Development

N

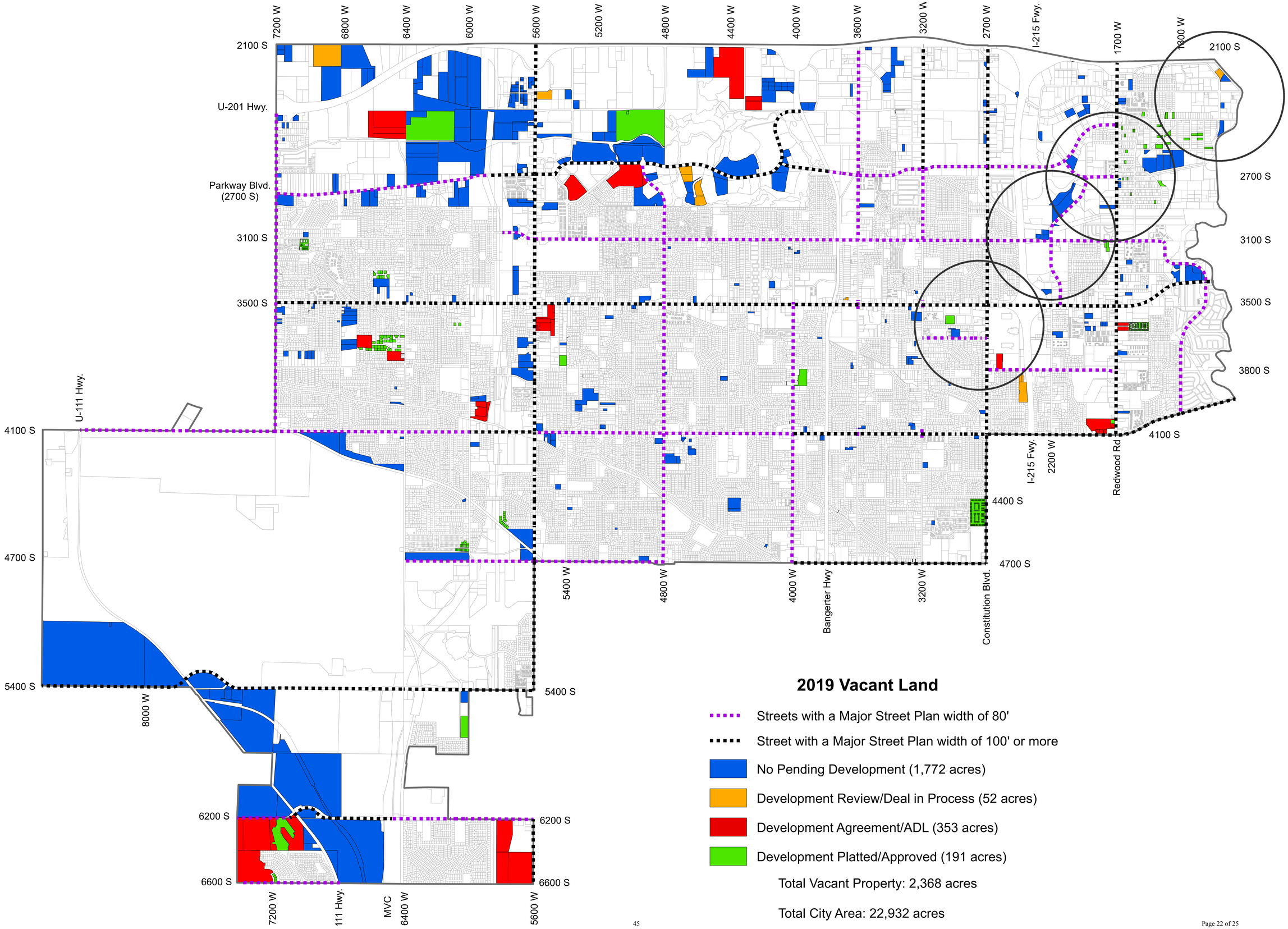


2019 Vacant Land

- No Pending Development (1,772 acres)
- Development Review/Deal in Process (52 acres)
- Development Agreement/ADL (353 acres)
- Development Platted/Approved (191 acres)

Total Vacant Property: 2,368 acres

Total City Area: 22,932 acres



2019 Vacant Land

- Streets with a Major Street Plan width of 80'
- Street with a Major Street Plan width of 100' or more
- No Pending Development (1,772 acres)
- Development Review/Deal in Process (52 acres)
- Development Agreement/ADL (353 acres)
- Development Platted/Approved (191 acres)

Total Vacant Property: 2,368 acres

Total City Area: 22,932 acres

Project Name	Address	Year Built	Total Units	Charge for Parking	Size and Rent* by Unit Type			
					Studio	1 Bedroom	2 Bedroom	3 Bedroom
Aspenwood	4140 S 4000 W	1963	178	Yes	-	675	918	1,109
					-	$875	$1,090	$1,329
Village Green	4151 S 4000 W	1965	149	No	-	-	944	1,300
					-	-	$845	$1,150
Boulder Pines	4040 S 1535 W	1972	160	No	-	-	850-946	-
					-	-	$664-$1,017	-
Hidden Pointe	3860 W Rockwood Way	1972	216	Yes	-	-	800	-
					-	-	$895-$1,095	-
Apartments at Decker Lake	2184 W 3100 S	1973	104	Yes	-	550	720-750	-
					-	$939	$1,059	-
Tuscany Cove	3856 W 3500 S	1980	251	No	-	620	1,100	-
					-	$779	$949	-
Overlook Point	2930 W 4700 S	1983	304	Yes	-	702	871-987	1,211
					-	$939-$1,199	$958-$1,563	$1,505-$2,040
Valley Park	3600 S Orion Way	1983	212	No	-	750	1,000	1,400
						$899-$949	$999-$1,049	$1,339-$1,359
Crossroads	3800 S 2200 W	1985	240	No	-	710	820-840	-
						$939-$1,167	$973-1,238	-
Enclave	3810 S Redwood Rd	1985	486	Yes	-	720	840-1,000	1,200-1,500
						$895-$1,207	$1,001-$1,571	$1,145-$1,966
Shadowbrook	3852 S 1845 W	1985	300	Yes	551	551-736	965-1,151	-
					$909	$909-$1,048	$1,129-$1,199	-
The Redwood	4000 S Redwood Rd	1985	437	Yes	327	418	1,175	-
					$729	$789	$1,194	-
Lakeside Retirement	1580 W 3940 S	1996	144	Yes	-	838	1,004	-
					-	$914-$934	$1,099-$1,152	-
Victoria Woods	3510 W 3650 S	1996	104	Yes	-	618	786	-
					-	$799-$859	$900-$1,026	-
Village at Rivers Edge	1225 W 3300 S	2004	204	No	-	798	920-1,012	1,117
						$899	$1,099	$1,249-$1,299
Liberty Commons	2783 High Commons Way	2007	209	No	-	700-735	920-1,092	1,260
						$865-$1,075	$1,023-$1,425	$1,179-$1,550
E-Gate	2982 S Decker Lake Dr	2009	304	No	-		894	1,014
							$1,260	$1,420
Residences at Fairbourne Ph 1	2902 W Lehman Ave	2013	225	Yes	-	653-868	891-998	1,161
						$1,059-$1,159	$1,099-$1,329	$1,599-$1,709
Pinnacle at Highbury	5236 W Highbury Parkway	2014	290	No	-	730	987	1,238
						$1,075-$2,345	$1,185-$1,977	$1,520-$2,794
Sandalwood	2606 S Anna Caroline Dr	2015	278	Yes	-	880-886	1,005-1,071	1,249-1,635
						$990-$1,035	$1,152-$1,277	$1,299-$2,413
Residences at Fairbourne Ph 2	2982 W Lehman Ave	-	201	-	-	679-767	1,026-1,034	1,312
					-	-	-	-
Sage Valley	1770 W 4100 S	-	430	-	-	675-714	937-1,193	1,158-1,176
					-	-	-	-
Valley Fair	2600 W 3800 S	-	263	-	-	673	951	1,266
					-	-	-	-

*Rents as of 11/26/2019

Project Name	Address	Year Built	Total Units	Size by Unit Type		Parking
				2 Bedroom	3 Bedroom	
Westbrook Park	3475 W Parkway Blvd	1979 & 1994	74	1,122 SF	1,294-1,566 SF	Carports
Balmoral	5715 W Parkway Blvd	1998	196	-	1,146-1,166 SF	Carports
Jordan Meadows	1430 W 3100 S	1999	80	-	1,170 SF	1 Car Garage
Vivante	1595 W 3100 S	2002	70	-	1,257-1,408 SF	1 and 2 Car Garages
Red Oaks	2391 S Redwood Rd	2003	133	-	1,236-1,628 SF	1 and 2 Car Garages
Towns at Hunter Village	6800 W 3500 S	2004	135	1,206 SF	1,508 SF	1 and 2 Car Garages
Arbor Square	5432 W Highbury Pkwy	2008	64	1,461-1,658 SF	1,280-1,658 SF	1 and 2 Car Garages
Towns at Highbury	2955 S Daybury Dr	2008	102	1,104-1,351 SF	1,409-1,861 SF	2 Car Garages
Highbury Towns East	3045 S Daybury Dr	2011	90	1,123 SF	1,208-1,985 SF	2 Car Garages
Truong	1581 W 3860 S	2013	76	-	1,599-1,664 SF	2 Car Garages
Villages at West Ridge	5610 W 5400 S	2015	143	-	1,511-2,162 SF	2 Car Garages
Cobalt Landing	3605 S Redwood Rd	2018	96	-	1,900 SF	2 Car Garages
Views on 6200	5777 W 6200 S	-	150	-	1,350-1,800 SF	2 Car Garages
Views on 27th	4530 S 2700 W	-	149	1,250 SF	1,450-1,540 SF	2 Car Garages
Minimum Size by Ordinance				800 SF	1,000 SF	

SUBMARKET BREAKDOWN

	OCCUPANCY		AVG RENT INCREASE		AVG RENT		NET ABSORPTION		DELIVERED UNITS	
SUBMARKET NAME	3Q18	3Q19	3Q18	3Q19	3Q18	3Q19	3Q19	ANNUAL	3Q19	ANNUAL
Downtown Salt Lake City/University	95.4%	95.3%	1.3%	0.4%	$1,328	$1,333	273	416	131	456
Midvale/Sandy/Draper	95.8%	96.2%	3.8%	4.0%	$1,194	$1,241	-31	123	0	76
South Salt Lake/Murray	96.4%	96.6%	4.9%	3.2%	$1,160	$1,197	200	742	235	723
Southwest Salt Lake City	96.3%	96.0%	4.9%	4.0%	$1,119	$1,164	174	589	324	674
West Valley City/Airport Area	95.8%	95.6%	6.2%	4.3%	$1,038	$1,082	-141	-108	0	0
TOTALS	**96.0%**	**96.0%**	**4.1%**	**3.0%**	**$1,175**	**$1,210**	**475**	**1,762**	**690**	**1,929**

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Document sources: Axiometrics; Berkadia Research; Federal Reserve Bank of St. Louis; Moody's

Item:
Fiscal Impact: $618,000
Funding Source: Development Agreement
Class C Road Fund/Transportation Sales Tax
Account No: 45-9610-40750-75188-0000

Budget Opening Required: Yes

ISSUE:

Award Contract for the Anna Caroline Drive Bridge Project

SYNOPSIS:

Lowest responsible bid was received by KGB Construction LLC in the amount of $561,416.76

BACKGROUND:

Bids were opened for the project on February 18, 2020. A total of three (3) bids were received. The lowest responsible bidder was KGB Construction, LLC.

Anna Caroline Drive connects 2400 South to Parkway Blvd at approximately 5700 West. The road has been built in segments and is currently constructed from Parkway Blvd to the Riter Canal, UDOT recently built a segment of the road as part of the construction of the new maintenance facility at 5600 West and 2400 South. This project will build the Anna Caroline Drive bridge and roadway improvements through the Riter Canal. The remaining segment of the roadway between the UDOT maintenance facility and the Riter Canal is the frontage of the Cabco Subdivision, and construction for these roadway improvements was postponed by a delay agreement. Upon completion of the bridge, the city will call the delay agreement to construct the improvements along the Cabco subdivision.

The bridge is partially funded by $250,000 in funds from a development agreement on the Sage Gate apartments. The remaining funds will be paid from Class C Road funds, and from the Transportation Sales Tax.

RECOMMENDATION:

Award the contract to KGB Construction in the amount of $561,416.76 and authorize the Public Works Department to spend no more than $618,000 on the project by change order.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO KGB CONSTRUCTION, LLC FOR THE CONSTRUCTION OF A BRIDGE ON ANNA CAROLINE DRIVE.

WHEREAS, West Valley City solicited bids to construct a bridge over the Riter Canal on Anna Caroline Drive (the "Project"); and

WHEREAS, KGB Construction, LLC (hereinafter, "KGB") was the lowest responsive and responsible bidder; 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 award a contract to KGB to construct the Project;

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

1. The contract to construct the Project is hereby awarded to KGB in the amount of $561,416.76 and the City is authorized to spend not more than $618,000.00 on the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
Anna Caroline Drive Bridge
Bid Opening Date: February 18, 2020

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	$ 443,240.00				
Response 1	$ 561,416.76	$0.00	$0.00	$0.00	***$561,416.76***
K.G.B. Construction, LLC		0%	0%		
Response 2	$ 583,505.00	$0.00	$0.00	$0.00	**$583,505.00**
England Construction		0%	0%		
Response 3	$ 1,277,373.00	$0.00	$0.00	$0.00	**$1,277,373.00**
Wollam Construction		0%	0%		


Mountain View Corridor
Segment of Anna Caroline Drive to be built under previously executed Delay Agreement
Parkway Blvd
Anna Caroline Drive
WVC Project to include bridge over Riter Canal and road construction to adjoining road segments.
Segment of Anna Caroline Drive built by UDOT as part of maintenance shed site development.
2400 South
5600 West
Anna Caroline Drive Bridge Project

Item #:	
Fiscal Impact:	$935,000
Funding Source:	Bond
Account #:	
Budget Opening Required:	Yes

ISSUE:

Approve the Professional Services Agreement with Black & McDonald for the LED Lighting Retrofit of existing street lights.

SYNOPSIS:

The project will change out 5,775 existing non-LED street light cobrahead fixtures, tear drop lamps and post top lamps to LED fixtures and lamps.

BACKGROUND:

The Public Works Department retrofits street lights to LED while performing maintenance on the street light system. This has resulted in slow progress in reducing the energy usage and costs of the system. Energy studies indicate that changing to LED street lights is one of the shortest returns on investment for energy savings.

The project will result in significant energy savings to the City, which will pay for the bond over a ten (10) year period.

RECOMMENDATION:

Approve the Professional Services Agreement with Black & McDonald for the LED Lighting Retrofit of existing street lights.

SUBMITTED BY:

Russ Willardson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO BLACK & MCDONALD LIMITED FOR CERTAIN LED STREETLIGHT IMPROVEMENTS.

WHEREAS, West Valley City solicited proposals to retrofit certain streetlights with LED lighting fixtures (the "Project"); and

WHEREAS, Black & McDonald Limited (hereinafter, "BML") was the lowest responsive and responsible bidder; 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 award a contract to BML to construct the Project;

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

1. The contract to construct the Project is hereby awarded to BML in the amount of $892,104.00 and the City is authorized to spend not more than $935,000.00 on the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Professional Services Agreement

THIS AGREEMENT is made this 12 day of February 2020, by and between West Valley City, a Utah municipal corporation (hereinafter the "City"), and Black & McDonald Limited, a Utah corporation (hereinafter "Contractor").

RECITALS:

WHEREAS, the City published a Request for Proposals (RFP) for LED Lighting Retrofit for existing street light fixtures (the "Work" as defined herein); and

WHEREAS, the City desires to contract with a qualified contractor to perform the Work; and

WHEREAS, Contractor is a qualified contractor who is submitted the most responsive, responsible proposal for the Work; and

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

AGREEMENT:

1. **Contractor's Obligations.**

   a. **The Work:** Contractor agrees to complete the Work, defined in Exhibit "A," "Scope of Work" and as set forth in the City's RFP and Contractor's Proposal attached hereto as Exhibit "B". Contractor will perform the aforementioned services in a professional manner using the degree of care and skill that is normally employed by contractors on similar projects of equal complexity, practicing in the same locality.

   b. **Compensation:** The total compensation for the Work shall not exceed Eight Hundred Ninety-Two Thousand One Hundred Four Dollars ($892,104.00).

   c. **Project Schedule:** Contractor shall complete the Work on or before August 1, 2020.

   d. **Performance and Payment Bonds:** Contractor shall post performance and payment bonds in a form acceptable to the City in the amount of $892,104.00 guaranteeing performance of the Work, which shall be released upon the City's inspection and acceptance of the Work.

   e. **Warranties.** Contractor shall warrant all labor and materials for the Work in accordance with Exhibit "C".

2. **City's Obligations.**

a. In consideration for the Work performed by Contractor, as set forth in Exhibit "A" and Exhibit "B", the City agrees to pay Contractor in accordance with Section 1(b) of this Agreement. Funds shall be paid to Contractor within thirty (30) days from receipt of invoice for Work completed. However, the City shall not be obligated to pay for any completed Work unless it has been inspected and accepted by the City.

b. The City will provide Contractor with all the information in the City's possession that may be necessary to complete the Work.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue to June 1, 2020 or until the following occurs:

a. Contractor completes the Work as set forth in this Agreement.

b. The City has paid Contractor the maximum compensation amount of Eight Hundred Ninety-Two Thousand One Hundred Four Dollars ($892,104.00).

c. Contractor's warranty, performance bond, payment bond, and indemnification obligations shall survive the termination of this Agreement. The City and Contractor understand that time is of the essence and expect the work to be completed as set forth in Section 1(c) of this Agreement. However, the expected completion time may be extended in writing by the City, at the mutual agreement of the parties.

4. **Termination.**

a. In the event Contractor fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the City may serve written notice thereof upon Contractor, and if Contractor fails within a period of three (3) days thereafter to correct failure , unless such default cannot be cured within such three (3) days, in which case the Contractor shall be deemed to have cured such default, within such time, if Contractor commences and continues to diligently cure such default), the City may terminate this Agreement upon written notice to Contractor. Upon such termination, Contractor shall immediately cease its performance of this Agreement and the City shall determine and pay to Contractor the amount due for such satisfactory completed Work up to the effective date of Termination and this Agreement shall terminate. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach by Contractor.

b. The City also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the purpose.

Such terminations shall be accomplished by written notice to that effect, delivered to Contractor. Upon receipt of such notice, Contractor shall immediately cease work. Payment to Contractor shall be made for completed Work performed prior to receipt by Contractor of such termination notice, together with Contractor's cost for closing down its work, and Contractor shall have no claim for loss of anticipated profits or any additional compensation because the Agreement shall be terminated.

b. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Contractor, Contractor may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, Contractor may terminate this Agreement upon written notice to the City. Contractor accepts no liability for damages or delays that result from its suspension of work due to a City failure to comply with the terms of this Agreement.

5. **City Representative.** The City hereby appoints Russ Willardson, or his designee, as the City's representative to assist in the administrative management of this Agreement.

6. **Independent Contractor.** It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

7. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

8. **Indemnification and Insurance.** Contractor agrees to indemnify, and hold the City harmless from and against lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from Contractor's negligent performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or claims, intellectual or otherwise, are attributable to the negligence of Contractor and/or Contractor's contractors, servants, agents, employees, and/or assigns.

Notwithstanding anything in this Agreement:

(a) Contractor's aggregate liability for any claims, damages, injuries, losses and other liabilities of any kind, whether in contract, tort or otherwise, arising by reason of or in connection with this Agreement, or performance or non-performance of the Work, shall in no event exceed $2,000,000.

The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. However, in no event shall the City act as Contractor under this Agreement. Contractor acknowledges and covenants that Contractor is solely responsible for the site of the Work, construction, labor and materials associated with the Work.

Contractor shall not commence services under this Agreement until all insurance required under this Section has been obtained. Contractor shall furnish to the City all evidence verifying that such insurance has been obtained and that the City has been named as Additionally Insured. The Contractor shall provide written notice to the City at least thirty (30) days prior to any cancellation, nonrenewal or material modifications of the insurance required under this Section. If the City is damaged in any way by failure of the Contractor or Contractor's subcontractors to purchase and maintain the insurance coverages and/or limits of liability required under this Section, the Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurances, coverages, and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act. All insurance required herein shall be issued by insurers of recognized responsibility, licensed or permitted to do business in the State of Utah. Insurance is to be placed with insurers with an AM Best rating of no less than an A Carrier, with a rating of VII or higher.

Contractor shall maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	$100,000
2)	Comprehensive General Liability	
	Bodily Injury and Property Damage	$3,000,000
	Aggregate	$4,000,000
3)	Automobile Liability	
	Combined Single Limit	$3,000,000
4)	Professional Liability	$3,000,000

9. **Notices.** A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, UPS, DHL or any other similar form of courier or delivery service, or electronic mail, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

(i) In the case of a notice or communication to the City:

City Manger
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

(ii) In the case of a notice or communication to Contractor:

Black & McDonald
General Manager
1106 South Legacy View Street
Salt Lake City, UT 84104

(iii) Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this Section.

10. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

11. **Confidentiality.** All matters set forth in this Agreement are subject to the Government Records Access and Management Act ("GRAMA") (UCA 63G-2-101 *et seq.*). In the event that the City or Agency receives a GRAMA request that relates to any matter set forth in this Agreement, the City or Agency shall apply Utah Code section 63G-2-305 to any such requested information.

12. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

13. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise or inducements made by any Party or agents for any Party that are not contained in this written Agreement shall be binding or valid. This Agreement shall supersede all prior and contemporaneous

negotiations, representations and agreements of the Parties with respect to the subject matter hereof.

14. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the Parties, and no single Party is the author or drafter hereof. All of the Parties assume joint responsibility for the form and position of each and all of the contents of this Agreement, and the Parties agree that this Agreement shall be interpreted as though each of the Parties participated in the composition of this Agreement and each and every part thereof.

15. **Laws to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

16. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

17. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party without prior written consent.

18. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than Contractor and the City.

19. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

20. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

21. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

22. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

23. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to include any other gender. Words used as a singular shall be held to include the plural, unless the context otherwise requires. The captions or headings used in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question of intent should arise.

24. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. **Further Assurances.** The Parties shall execute and deliver all other appropriate supplemental or corrective agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

26. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

27. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

28. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(Signatures follow on the next page.)

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

WEST VALLEY CITY

_____
City Manager

_____
Mayor

ATTEST:

APPROVED AS TO FORM
WVC Attorney's Office
By: _____
Date: _____

_____
City Recorder

BLACK & MCDONALD LIMITED

By: _____
Benjamin Clegg

Title: General Manager

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On this 12th day of February, 2020, personally appeared before me Benjamin Clegg, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the General Manager [title] of Black & McDonald, a corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

MISTEE DOUTIS
Notary Public
State of Utah
My Commission Expires 5/16/2022
Commission Number 700453

_____
Notary Public

ITEM#: _____
FISCAL IMPACT: _____
FUNDING SOURCE:_____
ACCOUNT #: _____
BUDGET OPENING REQ'D
NEIGHBORHOOD: **Sunset Hills**

ISSUE:

S-3-2019 – Sunset Hills Subdivision – Phases 3-5

SYNOPSIS:

Applicant: DAI – Daniel Herzog
Proposal: Final Plat Approval
Location: 6600 South Afterglow Lane
Zoning: R-1-10

BACKGROUND:

Daniel Herzog, representing DAI, is requesting final plat approval for the last phases of the Sunset Hills Subdivision. The subject property was rezoned in May 2006 from the A-1 zone to the R-1-10 zone. The overall project received preliminary approval in August 2006.

The final plat consists of 94 lots on 35 acres. This equates to an overall density of 2.6 units per acre. Lots range in size from 8,000 square feet to 18,000 square feet. The average lot size is approximately 9,800 square feet.

Access to the subdivision will be gained from 6600 South and from other stub streets platted as part of phase 2 to the east. An additional sub street will be platted within this phase to provide access to the west. All streets within these phases will be dedicated to a 54-foot width to include curb, gutter, sidewalk and asphalt.

As with previous phases in Sunset Hills, staff will recommend that the developer coordinate grading and drainage with the City Engineering Division. The grading and drainage plan will need to reflect methods of lot grading and retaining if necessary.

As part of the preliminary plat, a soils report was submitted. The report stated that no ground water was encountered to a depth of 15 feet. To staff's knowledge, no ground water has been encountered for any of the existing homes constructed to date.

The developer will be responsible to coordinate the availability of all utilities for the subdivision. With regards to water and sewer, the developer and KID are coordinating the construction of two new water tanks to service this subdivision. Sewer availability is not a problem for the new subdivision.

There are a few parcels within the boundary of the subdivision. Parcels A&B will be used for storm water purposes and maintained by the City. Parcel C will be used for water distribution and will be maintained by Kearns Improvement District. Parcel D will be deeded to the City. The expectation for this parcel is that it would be used to accommodate a natural trail leading to the top of the hillside. The future trail will be used in conjunction with improvements proposed for the Wood Hollow project to the north.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

ZONE TEXT CHANGE APPLICATION:

ZT-5-2006 Petition by **WEST VALLEY CITY** requesting a **zone text change** amending permitted and conditional uses in the MXD, B/RP, C-1, C-2 and C-3 Zones. (Staff - **Steve Pastorik** at 963-3545) *(Continued from July 26, 2006 Public Hearing)*

Application continued to August 23, 2006 Public Hearing

SUBDIVISION APPLICATIONS:

S-21-2006
Sunset Hills Subdivision - Preliminary Plat
6600 South U-111
R-1-10 Zone
360 Lots
116 Acres
3.1 U/A

Mr. Steve Lehman presented the application.

BACKGROUND:

Christian Gardner is requesting preliminary approval for the Sunset Hills Subdivision. The subject property was rezoned in May 2006 from the A-1 zone to the R-1-10 zone. During that process, it was determined that the subdivision would be processed as a planned unit development.

A development agreement was reviewed and approved by the Planning Commission and City Council which sets forth the development standards to be used in this subdivision. To assist the Planning Commission, staff has attached a copy of the design elements for this project.

STAFF/AGENCY COMMENTS:

Public Works:

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

X Soils report will be required.

X Grading and drainage concerns.

X UDOT approval required for access on to U-111.

X Concerns regarding certain right-of-way widths. Will coordinate with the developer.

X Revisions to plat required.

X Contact Salt Lake County for approval regarding street names and subdivision name.

Building Division:

X Soils report will be required prior to final plat review.

Utility Companies:

X Standard Utility Easements required.

X Coordinate Power Corridor issues.

Kearns Improvement District:

X Developer will need to coordinate all matters regarding water and sewer services.

Parks Department:

X Dedication of park property to be done by deed.

X Collection of park impact fees will be required.

Fire Department:

X Project to meet all fire codes relating to this type of development.

X Hydrants to be shown on plat.

X Private community will need fire sprinkler systems in residential units.

ISSUES:

The preliminary plat consists of 360 lots on 116 acres. This equates to an overall density of 3.1 units per acre. For the entire development, lots range in size from 5375 square feet to over a half acre in size. The average lot size in the traditional section has been calculated at 9,288 square feet. The average lot size in the private community is 6,321 square feet.

The subdivision is located in an area that has not generally been reviewed for residential development. The proposed subdivision will overlay an existing subdivision known as the Salt Lake View Addition Subdivision. Although residential development is presently occurring west of U-111 in West Jordan, this area has been relatively unexplored for residential housing. For that reason, staff would like to address a number of issues:

Subdivision Design:

The subdivision consists of two types of residential housing. The east community is intended to be a courtyard development with a private street system. The private community will be located east of the main 66-foot collector street. The more traditional section will be located west of the main collector street. The lot layout and street patterns have been planned to take advantage of valley views and undulating ravines from the unique topography in the subdivision. A trail system will be incorporated into the development as well as other open spaces.

Development Agreement:

As mentioned previously, the Planning Commission and City Council reviewed and approved a development agreement for this subdivision. Due to the many issues facing development at this location, the development agreement was rather extensive. In order to assist the Planning Commission regarding housing standards etc., staff will attach the design standards for your review.

Staff believes that these standards will provide for a solid community. The adopted standards to be used in this community will exceed those recently approved for the Wood Hollow Estates Subdivision to the north. During the rezone process, the developer suggested that housing in this development would substantially exceed the current housing requirements of the City.

Access:

Access to the subdivision will be gained from 6600 South at U-111, and from two stub streets in the Wood Hollow Estates Subdivision to the north. UDOT has informed the City that access to U-111 will only be available at 6200 South and 6600 South. For that reason, staff believes that connectivity should be provided between this project and the one immediately to the north. Both developers agree and have made the necessary provisions to accommodate these points of access.

UDOT will only approve access at the intersections of 6200 South and 6600 South. In order to facilitate vehicular and pedestrian movement between these two streets, the developer, as did the Wood Hollow Estates developer, is proposing a 66-foot collector which will act as somewhat of a frontage road with U-111.

Various right-of-way widths will be used in the subdivision. The developer will be dedicating and improving 6600 South as a 40-foot half width for an eventual 80-foot right-of-way. There will be a variety of street cross sections. The developer will coordinate all widths with the City Engineering Division.

Grading/Drainage:

The proposed subdivision has a general upward slope toward the base of the mountain as well as a depression from previous excavation and natural topography. Within the subdivision you will find various areas of undulation and a hill which will play a significant role in the development of this property.

The City Engineering Division is in the process of reviewing the grading plan. Should there be problems or concerns with regards to existing or proposed grades, staff will address these with the Planning Commission during the final review. The developer will need to illustrate how the site will be contoured and what retaining methods if any, will be used to ensure slope stability.

The City Engineering Department is concerned about the storm water generated from this subdivision. The developer is proposing a large retention basin in the private community to handle the majority of water generated by the development. Because this issue has not yet been addressed by the Engineering Division, staff is unprepared to state whether that proposal will work. Suffice it to say, that the developer will need to coordinate this matter with the Engineering Division.

Utilities:

Staff is unsure about the utility service in this area of the City. The developer will be responsible to coordinate the availability of all utilities for the subdivision. With regards to water and sewer, Kearns Improvement District has informed staff that water and sewer connections will be available. The district has been coordinating these services with the subdivision to the north and with both developers. At some point in the future, a pump house will need to be constructed. Kearns has suggested that this be positioned at the entrance feature off of 6600 South. Staff would suggest that the construction of this pump house be architecturally compatible with the residential housing for this area.

Fencing:

The developer is proposing to install a decorative pre-cast masonry wall along the entire perimeter of the private community. The same pre-cast wall will also be installed on the west side of the main collector road and along the entire length of 6600 South. A vinyl fence will be installed on the remaining residential lots as was recommended for the Wood Hollow Estates Subdivision. Staff will suggest that the developer's coordinate the installation of this fence.

Discussion has yet to take place regarding any fencing at the base of the hill. Staff would suggest that the developer be required to install a black vinyl coated chain link fence. This would be less visible and perhaps more aesthetically pleasing adjacent to the hillside.

Open Space:

The development site contains various areas of open space. There will be formal and informal open space areas as well as a connecting trail system. During the rezoning process the City Parks Department suggested that an area straddling the two developments be considered for a large park location. The developer has agreed to this suggestion and has modified the plat from what the Planning Commission had previously reviewed.

The developer will provide a deed to the City for all open spaces. The City will also collect park impact fees for all lots which will assist in the construction of the park improvements.
Specific details will need to be worked out as the subdivision process continues.

The developer has suggested that residents from the traditional subdivision will have access to the private park system. The developer is also suggesting that a private association will be established to maintain the open space and trail system along the main collector street and areas outside of the masonry wall. The establishment of such an

association and its role in regards to these matters will need to be more fully explored during the subdivision process.

Applicant:
Mr. Chris Drant
45 W. 10000 S., #301

Discussion: Commissioner Matheson asked if the required park impact fee go directly to this development's parks. Steve Lehman said no, they go into the City's General Fund. Commissioner Mills had questions about front yard setbacks. Steve indicated there would be an eight to ten foot walk, and setback will stay the same.

Mr. Chris Drant was representing the applicant, and assured he has viewed the staff's report and is in agreement with it. He said the landscaping will be mandatory before the homes are occupied, and automatic sprinklers will also be required. Mr. Drant assured they will exceed the City's point system by 33%. He indicated a soils percolation test was conducted, and it was determined basements should not be a problem. Mr. Drant noted a detention basin will be placed to handle the water that runs off this development. He stated CC&R's will maintain the open space and an overall home-owners association can be created to make sure the entire subdivision is taken care of. Commissioner Matheson asked how the power corridor would affect the homes. Mr. Drant replied they have designed the homes around the power corridor. Commissioner Mills asked about fencing in front yards. Mr. Drant answered that front fencing will not be allowed. Commissioner Mills asked if the pump house could be upgraded to look more attractive. Mr. Drant assured he wants the pump house to look nice, noting landscaping could also be placed around it. He indicated these issues could be included as part of the development agreement. Steve Lehman asked if landscaping will be placed on all lots. Mr. Drant answered yes, all lots will be landscaped in the front. He explained the back yards will be fenced, so the rear yards may not be landscaped. Steve inquired if all lots would be fenced and was told yes. Commissioner Mills was concerned about the park's parking lot being reduced. Steve informed that this park would be considered a city park, and a sentence could be added to the conditions stating the parking lot should be a sizeable lot. Mr. Drant replied he is alright with any size of parking lot.

There being no further discussion regarding this application, Chairman Woodruff called for a motion.

Motion: Commissioner Mills moved to grant preliminary approval for the Sunset Hills Subdivision subject to the following conditions:

1. That the subdivision be guided by the recorded development agreement.

2. That the developer contact the Salt Lake County Auditor's Office regarding the subdivision name and all street names associated with the development.

3. That compliance be made with the Kearns Improvement District i.e., water line extensions, connections, water rights and fire protection. The developer shall resolve all matters pertaining to these services prior to final plat review.

4. That the developer coordinate all matters associated with any irrigation or open ditch systems with the City Engineering Division. The developer shall coordinate with any water users and the City Public Works Department as part of this recommendation.

5. That 6600 South be dedicated to a 40-foot half width and constructed in accordance with plans and profiles approved by the City Engineering Division. All other interior streets shall be approved by the City Engineering Division.

6. That the developer install fencing as outlined in the development agreement. In addition, a 6-foot black vinyl-coated chain link fence shall be installed at the base of the west hill.

7. That the developer submit a soils report for the subdivision. Recommendations resulting from this report shall be presented to the Planning Commission during the final plat process.

8. That the developer provide a detailed grading and drainage plan. Said grading plan shall identify areas of concern with regards to existing slopes. The grading plan will need to illustrate how the site will be contoured and what retaining methods if any, will be used to ensure slope stability. Measures shall be taken early on to eliminate potential grading problems between lots. These plans will need to be reviewed and approved by the City Engineering Division prior to final plat review.

9. That the original plat and streets in the Salt Lake View Addition Subdivision be vacated by ordinance.

10. That the developer coordinate access from U-111 with UDOT. UDOT shall also approve the intersection design.

11. That the developer coordinate the open spaces with the Parks Department. Issues to be resolved include the amount of dedicated open space, trail cross sections, and parking area at the base of the west hill. All other areas of open space, including the private community and proposed improvements will be more fully explored at the final plat stage. The Planning Commission recommends that the parking lot at the base of the west hill remain the same size as illustrated on the preliminary plat.

12. That the developer address the home owner association issue prior to final plat review.

13. That no front yard fencing shall be allowed on any residential lot.

14. That the pump house shall have adequate architectural features to blend in satisfactorily with surrounding units.

15. That landscaping be installed prior to occupancy of any residential unit (weather permitting).

Commissioner Matheson seconded the motion.

Roll call vote:

Commissioner Cisneros	Absent
Commissioner Conder	Absent
Commissioner Fuller	Yes
Commissioner Lang	Absent
Commissioner Matheson	Yes
Commissioner Mills	Yes
Chairman Woodruff	Yes

Unanimous – S-21-2006 – approved

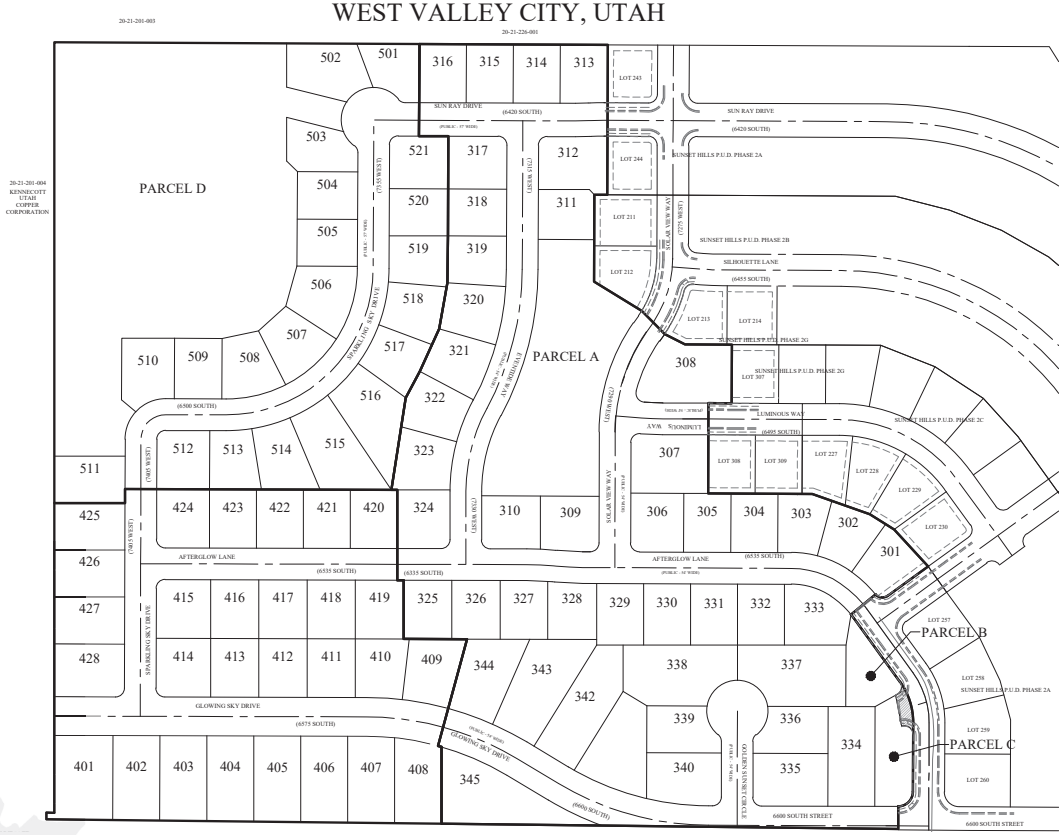
S-26-2006
The Shoppes at Lake Park – Phase 2
2911 South 5600 West
C-2 Zone
5 Lots


Oquirrh Mesa Drive
U-111
Phase 2
Phases 3-5
Phase 1
6600 South

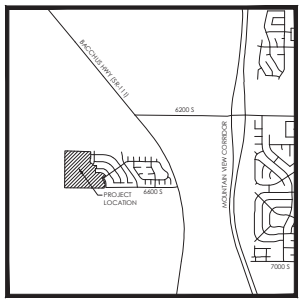
SUNSET HILLS P.U.D. PHASES 3, 4, 5

PREPARED FOR:
DAI
LOCATED IN:
WEST VALLEY CITY, UTAH

SHEET LIST INDEX	
Sheet Number	Sheet Title
C1	COVER SHEET
C2.0	Phase 3 FINAL PLAT
C2.1	Phase 3 FINAL PLAT
C2.2	Phase 4 FINAL PLAT
C2.3	Phase 5 FINAL PLAT
C3	SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	ROADWAY CROSS SECTIONS
C4	GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C4.3	GRADING PLAN
C4.4	GRADING PLAN
C4.5	GRADING PLAN
C4.6	GRADING PLAN
C4.7	GRADING PLAN
C4.8	GRADING PLAN
C4.9	GRADING PLAN
C5	DRAINAGE PLAN
C5.1	DRAINAGE PLAN
C5.2	DRAINAGE PLAN
C5.3	DRAINAGE CALCS
C6	SEWER PLAN
C6.1	SEWER PLAN
C6.2	SEWER PLAN
C6.3	SEWER TABLES
C7	WATER PLAN
C7.1	WATER PLAN
C7.2	WATER PLAN
C7.3	WATER TABLES
C8	EROSION CONTROL PLAN
C8.1	EROSION CONTROL PLAN
C8.2	EROSION CONTROL PLAN
C8.3	EROSION CONTROL PLAN DETAILS
PP1	SUN RAY DRIVE
PP2	SPARKLING SKY DRIVE
PP3	SPARKLING SKY DRIVE
PP4	EVENTIDE WAY
PP5	EVENTIDE WAY
PP6	GLOWING SKY DRIVE
PP7	GLOWING SKY DRIVE
PP8	GLOWING SKY DRIVE
PP9	AFTERGLOW LANE
PP10	AFTERGLOW LANE
PP11	SOLAR VIEW WAY
PP12	GOLDEN SUNSET CIRCLE
PP13	LUMINOUS WAY
D1	DETAILS
D2	DETAILS



SITE MAP



VICINITY MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO WEST VALLEY CITY AND KEARNS IMPROVEMENT DISTRICT STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING,LLC
6949 SOUTH HIGHTECH DRIVE #200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: DUSTIN PAULSEN
SURVEY MANAGER: EVAN WOOD

OWNER/DEVELOPER
DAI
14034 SOUTH 145 EAST SUITE 204
DRAPER, UTAH 84020
(801) 495-3414
CONTACT: DANIEL HERZOG

BENCHMARK

NE CORNER OF SECTION 21, T. 2 S., R. 2 W., S.L.B.&M.
PROJECT ELEVATION: 5102.50' PER KEARNS IMPROVEMENT DISTRICT ZONE "D" TANK DATUM
NOTE: NAVD88 ELEVATION = 5106.01' PER SALT LAKE COUNTY SURVEYOR TIE SHEET #2S2W1601. ADD 3.49' TO SUNSET HILLS PROJECT ELEVATIONS TO CONVERT TO NAVD88 ELEVATION DATUM

GRAPHIC SCALE
(IN FEET)
1 inch = 100ft.

811 Know what's below. Call 811 before you dig.

FOCUS®
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
No. 8028592/2202
THOMAS M. ROMNEY
11/13/19
STATE OF UTAH

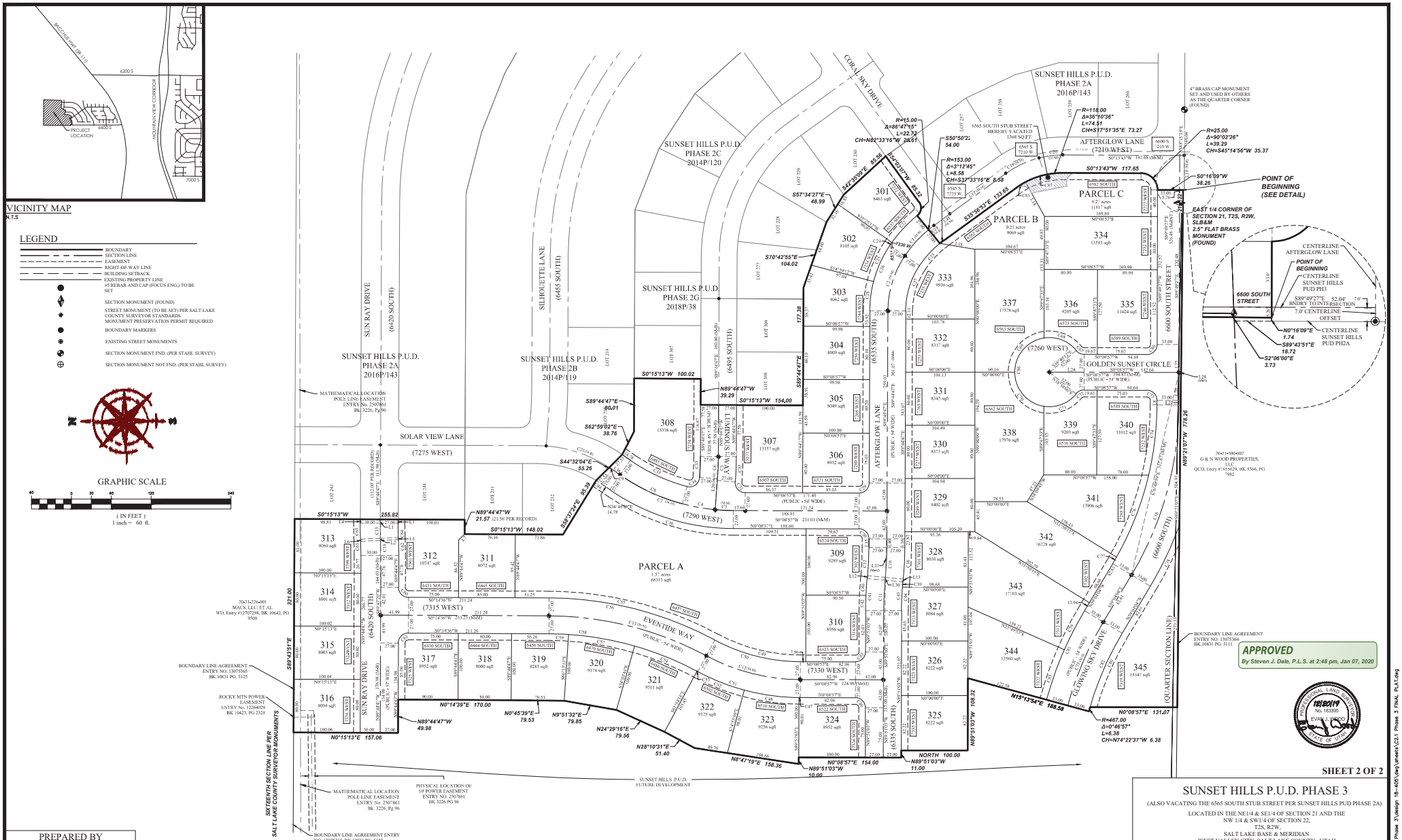
SUNSET HILLS P.U.D. PHASES 3, 4, 5
WEST VALLEY CITY, UTAH
COVER SHEET

REVISION BLOCK:							
#	DATE	DESCRIPTION:					
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COVER SHEET

Scale: 1"=100' | Drawn: DRP
Date: 11/13/19 | Job #: 18-405
Sheet: C1

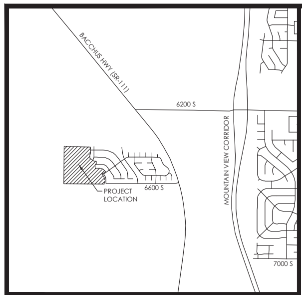
E:\2018\18-405 Sunset Hills Phase 3\dwg\18-405sht\Sheet\C1 COVER SHEET.dwg


VICINITY MAP
N.T.S
LEGEND
BOUNDARY
SECTION LINE
EASEMENT
RIGHT-OF-WAY LINE
BUILDING SETBACK
EXISTING PROPERTY LINE
#5 REBAR AND CAP (FOCUS ENG.) TO BE SET
SECTION MONUMENT (FOUND)
STREET MONUMENT (TO BE SET) PER SALT LAKE COUNTY SURVEYOR STANDARDS
MONUMENT PRESERVATION PERMIT REQUIRED
BOUNDARY MARKERS
EXISTING STREET MONUMENTS
SECTION MONUMENT FND. (PER STAHL SURVEY)
SECTION MONUMENT NOT FND. (PER STAHL SURVEY)
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SUNSET HILLS P.U.D. PHASE 2A 2016P/143
SUNSET HILLS P.U.D. PHASE 2C 2014P/120
SUNSET HILLS P.U.D. PHASE 2G 2018P/38
SUNSET HILLS P.U.D. PHASE 2B 2014P/119
SUN RAY DRIVE
SILHOUETTE LANE
SOLAR VIEW LANE
AFTERGLOW LANE
LUMINOUS WAY
EVENTIDE WAY
GLOWING SKY DRIVE
GOLDEN SUNSET CIRCLE
6600 SOUTH STREET
PARCEL A
PARCEL B
PARCEL C
POINT OF BEGINNING (SEE DETAIL)
EAST 1/4 CORNER OF SECTION 21, T2S, R2W, SLB&M
2.5" FLAT BRASS MONUMENT (FOUND)
APPROVED
By Steven J. Dale, P.L.S. at 2:48 pm, Jan 07, 2020
SHEET 2 OF 2
SUNSET HILLS P.U.D. PHASE 3
(ALSO VACATING THE 6565 SOUTH STUB STREET PER SUNSET HILLS PUD PHASE 2A)
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21 AND THE NW 1/4 & SW1/4 OF SECTION 22, T2S, R2W, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH
RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:
DATE: TIME: BOOK: PAGE:
$ FEE
SALT LAKE COUNTY RECORDER
PREPARED BY
FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SUNSET HILLS P.U.D.

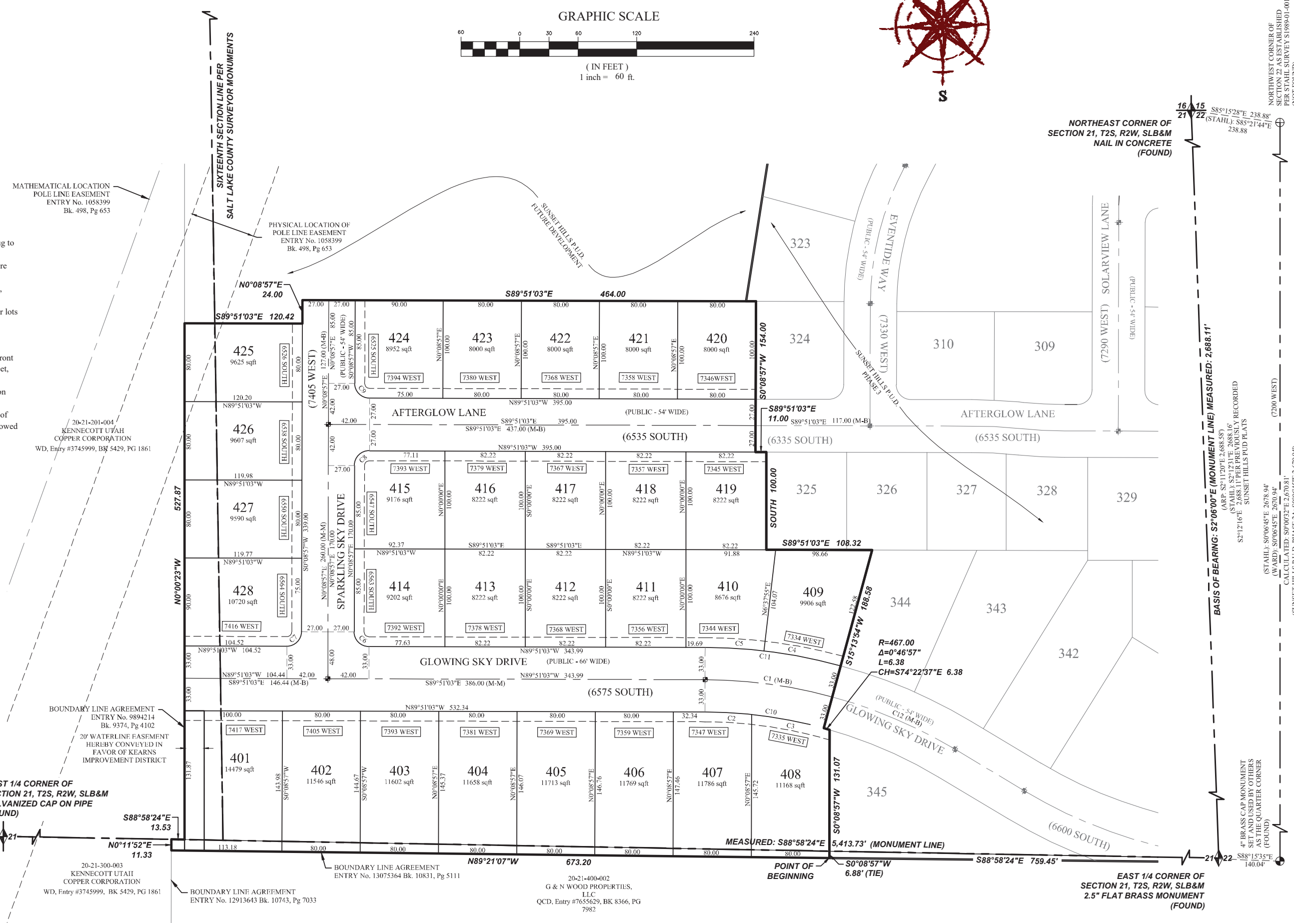
PHASE 4

LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21, T2S, R2W,
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP
N.T.S

APPROVED
By Steven J. Dale, P.L.S. at 2:48 pm, Jan 07, 2020



NOTES:

1. 5/8"x24" rebar & cap (FOCUS ENG) to be set at all lot corners unless noted otherwise. Nail/plug to be set in top back of curb at extension of side lot lines.
2. Building permits will not be issued for any structure until 1) asphalt paving is installed; and 2) fire hydrants are installed, approved & charged.
3. This area is adjacent to Agriculturally Zoned property and is subject to normal, everyday sounds, odors, and all other aspects associated with an agricultural lifestyle.
4. PUE's (PUBLIC UTILITY EASEMENTS) are as follows: 10' along the front of each lot. Corner lots will have 10' along all street frontage.
5. Street monuments to be set per Salt Lake County Surveyor's standards. Monument permit and approval letter required.
6. Setbacks according to the Master Development agreement for Sunset Hills P.U.D. as follows: Front setback - 23' feet to House and Garage, Garage side setback - 10' feet, House side setback - 6' feet, Rear setback - 20' feet, Corner side setback - 20' feet
7. Storm Water that cannot be directed directly to the public streets must be retained underground on individual lots (See West Valley City Engineering Standards). Lots 409-414 shall be graded to retain all storm water in the boundaries of each lot. Retention will only be required for portions of the lots that cannot drain to the public street. No Storm water from any lot will be directed or allowed to flow onto an adjoining lot. Individual lot grading plans are required to be submitted with the building permit applications.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- #5 REBAR AND CAP (FOCUS ENG,) TO BE SET
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET) PER SALT LAKE COUNTY SURVEYOR STANDARDS MONUMENT PRESERVATION PERMIT REQUIRED
- BOUNDARY MARKERS
- EXISTING STREET MONUMENTS
- SECTION MONUMENT FND. (PER STAHL SURVEY)
- SECTION MONUMENT NOT FND. (PER STAHL SURVEY)

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	500.00	15°04'57"	131.62	N82°18'34"W	131.24
C2	467.00	5°51'29"	47.75	N86°55'18"W	47.73
C3	467.00	10°00'25"	81.56	N78°59'21"W	81.46
C4	533.00	8°35'59"	80.00	S79°04'05"E	79.92
C5	533.00	6°28'58"	60.31	S86°36'34"E	60.28
C6	15.00	90°00'00"	23.56	S44°51'03"E	21.21
C7	15.00	90°00'00"	23.56	N45°08'57"E	21.21
C8	15.00	90°00'00"	23.56	S45°08'57"W	21.21
C9	15.00	90°00'00"	23.56	S44°51'03"E	21.21
C10	467.00	15°04'57"	122.93	N82°18'34"W	122.58
C11	533.00	15°04'57"	140.31	N82°18'34"W	139.90
C12	500.00	15°42'02"	137.01	S66°55'05"E	136.58

SURVEYOR'S CERTIFICATE

I, EVAN J. WOOD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND STREETS TOGETHER WITH EASMENTS, HEREAFTER TO BE KNOWN AS:

SUNSET HILLS P.U.D.
PHASE 4

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR 12/20/19 No. 183395 EVAN J. WOOD STATE OF UTAH

Evan J. Wood
Professional Land Surveyor
Certificate No. 183395

12/20/2019
Date

BOUNDARY DESCRIPTION

The property is located in the NE1/4 and the SE1/4 of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, The Basis of Bearing for Description is N02°06'W between the East Quarter Corner and the Northeast Corner of said Section 21 as established by the existing monuments currently accepted by the Salt Lake County Surveyor, said boundary line being more particularly described as follows:

Beginning at the southwest corner of SUNSET HILLS P.U.D. PHASE 3 as recorded in the Office of the Salt Lake County Recorder, being a point on the southerly boundary as established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No. 13075364, Book 10831, Page 5111, between "Alma E. and Ethel B. Rushton Family Partnership" and G & N Wood Properties, L.L.C, said point being N88°58'24"W 759.45 feet along a monument line as established between existing Salt Lake County Surveyor monuments located at the East Quarter Corner and West Quarter Corner, and S00°08'57"W 6.88 feet, from the Salt Lake County brass cap monument at the East Quarter Corner of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, running thence along said Boundary Line Agreement between Alma E. and Ethel B. Rushton Family Partnership and G & N Wood Properties, L.L.C., N89°21'07"W 673.20 feet, to a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12913643, Book 10743, Page 7033, between G & N Wood Properties, L.L.C. and Kennecott Utah Copper LLC thence along said Boundary Line Agreement N00°11'52"E 11.33 feet to a monument line as established between existing Salt Lake County Surveyor monuments located at the East Quarter Corner and West Quarter Corner of said Section 21; thence S88°58'24"E 13.53 feet along said monument line to a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.9894214, Book 9374, Page 4102, between Alma E. and Ethel B. Rushton Family Partnership and Kennecott Utah Copper Corporation; thence along said Boundary Line Agreement N00°00'23"W 527.87 feet; thence S89°51'03"E 120.42 feet; thence N00°08'57"E 24.00 feet; thence S89°51'03"E 464.00 feet to the westerly line of said SUNSET HILLS P.U.D. PHASE 3; thence along said SUNSET HILLS P.U.D. PHASE 3 the following seven (7) courses, (1) S00°08'57"W 154.00 feet; thence (2) S89°51'03"E 11.00 feet; thence (3) South 100.00 feet; thence (4) S89°51'03"E 108.32 feet; thence (5) S15°13'54"W 188.58 feet; thence (6) Easterly along the arc of a non-tangent curve to the right having a radius of 467.00 feet (radius bears: S15°13'54"W) a distance of 6.38 feet through a central angle of 00°46'57" Chord: S74°22'37"E 6.38 feet; thence (7) S00°08'57"W 131.07 feet to the point of beginning.

Contains: 8.17 acres+/-
28 lots

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

SUNSET HILLS P.U.D. PHASE 4

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT 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 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 SHOWN OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF,WE HAVE HEREUNTO SET OUR HAND(S) THIS ______DAY OF ______________________ A.D. 20___

BY: ____________________ BY: ____________________

BY: ____________________ BY: ____________________

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF __________

ON THE ____ DAY OF __________________ A.D. 20____ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _________________, IN SAID STATE OF UTAH, ______________________________, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____________________ OF _____________________ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_______________

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN ___________ COUNTY

MY COMMISSION No.____________________

PRINTED FULL NAME OF NOTARY

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

PREPARED FOR

OWNER/DEVELOPER
DAI
14034 SOUTH 145 EAST SUITE 204
DRAPER, UTAH 84020
(801) 495-3414
CONTACT: DANIEL HERZOG

SUNSET HILLS P.U.D.
PHASE 4
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21, T2S, R2W,
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

PLANNING COMMISSION

APPROVED THIS ______ DAY OF __________________________

A.D. 20______ BY THE WEST VALLEY CITY PLANNING COMMISSION

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS ______ DAY OF____________________

A.D. 20______

DIRECTOR, S.L. COUNTY HEALTH DEPT.

KEARNS IMPROVEMENT DISTRICT

APPROVED THIS ______ DAY OF ___________________

A.D. 20______

MANAGER

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

DATE WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _________

DAY OF ______________ A.D. 20______

WEST VALLEY CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF ________________ A.D. 20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: WEST VALLEY CITY RECORDER   CITY MANAGER, WEST VALLEY CITY

RECORDED # ________________________________
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:

DATE:____________ TIME:______________ BOOK:______________ PAGE:______________

$ ____________
FEE

SALT LAKE COUNTY RECORDER

Z:_2018\18-405 Sunset Hills Phase 3\design 18-405\dwg\sheets\C2.2 Phase 4 FINAL PLAT.dwg

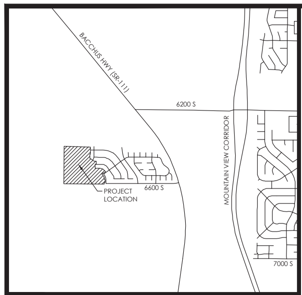
SUNSET HILLS P.U.D.

PHASE 5

LOCATED IN THE NE1/4 OF SECTION 21, T2S, R2W,
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



VICINITY MAP
N.T.S

NOTES:

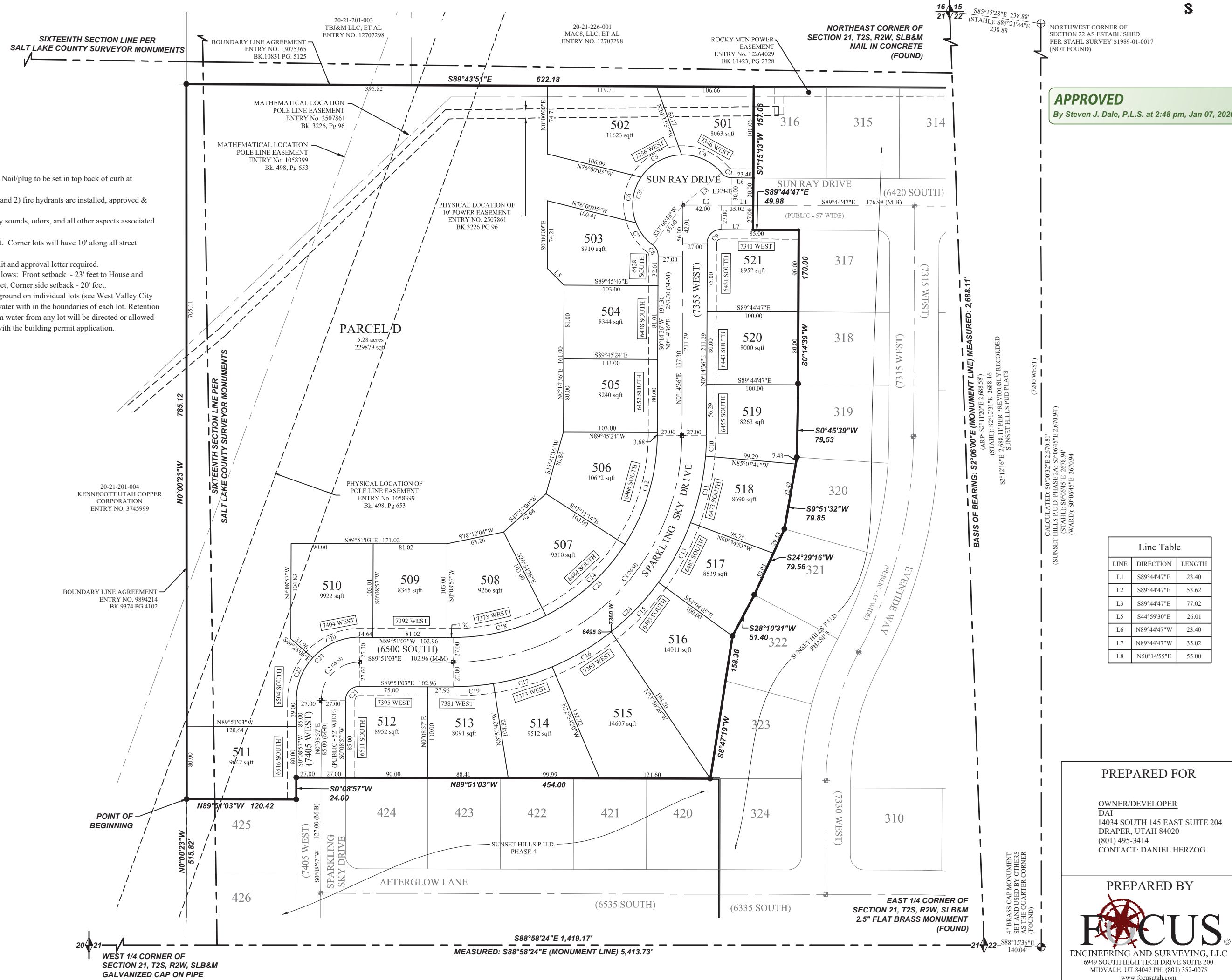
1. 5/8"x24" rebar & cap (FOCUS ENG) to be set at all lot corners unless noted otherwise. Nail/plug to be set in top back of curb at extension of side lot lines.
2. Building permits will not be issued for any structure until 1) asphalt paving is installed; and 2) fire hydrants are installed, approved & charged.
3. This area is adjacent to Agriculturally Zoned property and is subject to normal, everyday sounds, odors, and all other aspects associated with an agricultural lifestyle.
4. PUE's (PUBLIC UTILITY EASEMENTS) are as follows: 10' along the front of each lot. Corner lots will have 10' along all street frontage.
5. Street monuments to be set per Salt Lake County Surveyor's standards. Monument permit and approval letter required.
6. Setbacks according to the Master Development agreement for Sunset Hills P.U.D. as follows: Front setback - 23' feet to House and Garage, Garage side setback - 10' feet, House side setback - 6' feet, Rear setback - 20' feet, Corner side setback - 20' feet.
7. Storm water that cannot be directed directly to the public streets must be retained underground on individual lots (see West Valley City Engineering Standards). Lots 501-502, and 512-520 shall be graded to retain all storm water with in the boundaries of each lot. Retention will only be required for portions of the lots that can't drain to the public street. No storm water from any lot will be directed or allowed to flow onto an adjoining lot. Individual lot grading plans are required to be submitted with the building permit application.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- #5 REBAR AND CAP (FOCUS ENG,) TO BE SET
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET) PER SALT LAKE COUNTY SURVEYOR STANDARDS MONUMENT PRESERVATION PERMIT REQUIRED
- BOUNDARY MARKERS
- EXISTING STREET MONUMENTS
- SECTION MONUMENT FND. (PER STAHL SURVEY)
- SECTION MONUMENT NOT FND. (PER STAHL SURVEY)

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	250.00	89°54'21"	392.29	N45°11'47"E	353.26
C2	42.00	89°59'59"	65.97	N45°08'57"E	59.40
C3	15.00	49°59'41"	13.09	S64°44'56"E	12.68
C4	55.00	51°41'35"	49.62	S65°35'53"E	47.96
C5	55.00	54°59'16"	52.78	N61°03'42"E	50.78
C6	55.00	54°36'32"	52.42	N06°15'48"E	50.46
C7	55.00	31°50'44"	30.57	N36°57'50"W	30.18
C8	15.00	53°07'48"	13.91	N26°19'18"W	13.42
C9	15.00	90°00'37"	23.56	S45°14'55"W	21.22
C10	277.00	4°39'43"	22.54	N02°34'28"E	22.53
C11	277.00	15°30'48"	75.00	S12°39'43"W	74.77
C12	223.00	32°34'10"	126.76	N16°31'41"E	125.06
C13	277.00	15°30'48"	75.00	S28°10'31"W	74.77
C14	223.00	30°16'44"	117.85	N47°57'08"E	116.48
C15	277.00	15°30'48"	75.00	S43°41'19"W	74.77
C16	277.00	15°38'57"	75.66	S59°16'11"W	75.42
C17	277.00	13°56'39"	67.41	S74°03'59"W	67.25
C18	223.00	27°03'27"	105.31	N76°37'14"E	104.33
C19	277.00	9°06'39"	44.05	S85°35'38"W	44.00
C20	69.00	47°41'14"	57.43	N66°18'20"E	55.78
C21	15.00	90°00'00"	23.56	S45°08'57"W	21.21
C22	69.00	42°18'46"	50.96	N21°18'20"E	49.81
C23	69.00	90°00'03"	108.39	S45°08'57"W	97.58
C24	277.00	89°54'21"	434.66	N45°11'47"E	391.41
C25	223.00	89°54'21"	349.92	N45°11'47"E	315.11
C26	55.00	193°08'07"	185.40	S43°40'51"W	109.28



Line Table

LINE	DIRECTION	LENGTH
L1	S89°44'47"E	23.40
L2	S89°44'47"E	53.62
L3	S89°44'47"E	77.02
L5	S44°59'30"E	26.01
L6	N89°44'47"W	23.40
L7	N89°44'47"W	35.02
L8	N50°14'55"E	55.00

APPROVED
By Steven J. Dale, P.L.S. at 2:48 pm, Jan 07, 2020

SURVEYOR'S CERTIFICATE

I, EVAN J. WOOD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, A PARCEL AND STREETS TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

SUNSET HILLS P.U.D.
PHASE 5

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR 12/20/19 No. 183395 EVAN J. WOOD STATE OF UTAH

Evan J. Wood
Professional Land Surveyor
Certificate No. 183395

12/20/2019
Date

BOUNDARY DESCRIPTION

The property is located in the NE1/4 of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, The Basis of Bearing for Description is N02º06'W between the East Quarter Corner and the Northeast Corner of said Section 21 as established by the existing monuments currently accepted by the Salt Lake County Surveyor, said boundary line being more particularly described as follows:

Beginning at the northwest corner of Lot 425, SUNSET HILLS P.U.D. PHASE 4 as recorded in the Office of the Salt Lake County Recorder, also being on the westerly boundary as established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.9894214, Book 9374, Page 4102, between Alma E. and Ethel B. Rushton Family Partnership and Kennecott Utah Copper Corporation, said point being N88°58'24"W 1419.17 feet along a monument line as established between existing Salt Lake County Surveyor monuments located at the East Quarter Corner and West Quarter Corner of said Section 21, and along said Boundary Line Agreement, N00°00'23"W 527.87 feet, from the Salt Lake County brass cap monument at the East Quarter Corner of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, running thence along said Boundary Line Agreement N00°00'23"W 785.12 feet to a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.13075365, Book 10831, Page 5125, between "Alma E. and Ethel B. Rushton Family Partnership" and TBJ&M L.L.C.; ET.AL.; thence along said Boundary Line Agreement S89°43'50"E 622.18 feet to the northwest corner of SUNSET HILLS P.U.D. PHASE 3 as recorded in the Office of the Salt Lake County Recorder; thence along the line of said SUNSET HILLS P.U.D. PHASE 3 the following eight (8) courses, (1) S00°15'13"W 157.06 feet; thence (2) S89°44'47"E 49.98 feet; thence (3) S00°14'39"W 170.00 feet; thence (4) S00°45'39"W 79.53 feet; thence (5) S09°51'32"W 79.85 feet; thence (6) S24°29'16"W 79.56 feet; thence (7) S28°10'31"W 51.40 feet; thence (8) S08°47'19"W 158.36 feet to the northerly line of said SUNSET HILLS P.U.D. PHASE 4; thence along said SUNSET HILLS P.U.D. PHASE 4 the following three (3) courses, (1) N89°51'03"W 454.00 feet; thence (2) S00°08'57"W 24.00 feet; thence (3) N89°51'03"W 120.42 feet to the point of beginning.

Contains: 11.17 acres+/-
21 LOTS & 1 PARCEL

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, A PARCEL, AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

SUNSET HILLS P.U.D. PHASE 5

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT 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 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 SHOWN OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF,WE HAVE HEREUNTO SET OUR HAND(S) THIS _____DAY OF ______________________ A.D. 20___

BY: ____________________ BY: ____________________

BY: ____________________ BY: ____________________

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF __________

ON THE ____ DAY OF __________________ A.D. 20____ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _________________, IN SAID STATE OF UTAH, ______________________________, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _________________________ OF ____________________ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_______________

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN ___________ COUNTY

MY COMMISSION No.____________________

PRINTED FULL NAME OF NOTARY

PREPARED FOR

OWNER/DEVELOPER
DAI
14034 SOUTH 145 EAST SUITE 204
DRAPER, UTAH 84020
(801) 495-3414
CONTACT: DANIEL HERZOG

PREPARED BY

FOCUS ©
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

SUNSET HILLS P.U.D.
PHASE 5
LOCATED IN THE NE1/4 OF SECTION 21, T2S, R2W,
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

PLANNING COMMISSION

APPROVED THIS ______ DAY OF ____________________________

A.D. 20______ BY THE WEST VALLEY CITY PLANNING COMMISSION

CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS ______ DAY OF____________________

A.D. 20______

DIRECTOR, S.L. COUNTY HEALTH DEPT.

KEARNS IMPROVEMENT DISTRICT

APPROVED THIS ______ DAY OF ____________________

A.D. 20______

MANAGER

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

DATE WEST VALLEY CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS __________

DAY OF _______________ A.D. 20______

WEST VALLEY CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF __________________ A.D. 20__ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: WEST VALLEY CITY RECORDER CITY MANAGER, WEST VALLEY CITY

RECORDED # ____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:

DATE:____________ TIME:______________ BOOK:______________ PAGE:______________

$ ____________________ SALT LAKE COUNTY RECORDER
FEE

Z:_2018\18-405 Sunset Hills Phase 3\design 18-405\dwg\sheets\C2.3 Phase 5 FINAL PLAT.dwg

Item #:	
Fiscal Impact:	$650.00
Funding Source:	State Funds
Account #:	45-9610-40750-75217-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement, and acceptance of a Grant of Temporary Construction Easement.

SYNOPSIS:

Evan Horace Roberts and Kim-Anh Roberts have signed an Easement Purchase Agreement and a Grant of Temporary Construction Easements for property located at 2730 West 3800 South (15-33-182-017).

BACKGROUND:

A Grant of Temporary Construction Easement was required over a portion of the Evan Horace Roberts and Kim-Anh Roberts parcel located at 2730 West 3800 South to allow for construction of the 2700 West Improvement Project, which is currently under construction. This project will include construction of sidewalk, textured colored concrete parkstrip, landscaping, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 3671 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from Evan Horace Roberts and Kim-Anh Roberts includes a Grant of Temporary Construction Easement. Compensation in the amount of $650.00 is based upon Compensation Estimates of neighboring properties prepared by the DH Group, LLC.

RECOMMENDATION:

Accept Grant of Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City Recorder to record said Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM EVAN AND KIM-ANH ROBERTS FOR PROPERTY LOCATED AT 2730 WEST 3800 SOUTH.

WHEREAS, Evan and Kim-Anh Roberts (herein "Owners") have entered into an Easement Purchase Agreement for property located at 2730 West 3800 South that is affected by the 2700 West Improvements Project (herein "Project"); and

WHEREAS, Owners have also signed a Temporary Construction Easement (the "Easement"), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Easement Purchase Agreement with Owners, and to accept the Easement;

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

1. That the above-referenced document entitled "West Valley City Easement Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT

On this 14 day of Feb, 2020 Evan Horace Roberts and Kim-Anh Roberts, GRANTORS, hereby agree to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a Grant of Temporary Construction Easement for right-of-way purposes.

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

1. GRANTORS shall deliver a Grant of Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit A.

2. The City shall pay Six Hundred and Fifty Dollars ($650.00) for the Easement. This amount constitutes fair market value and is the entire payment for all value that may be related to the Easement. Payment shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Easements. The performance of this Agreement constitutes the entire consideration for the grant of the Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The City shall repair and restore any landscaping, sprinklers, and fencing to their condition prior to the commencement of the City's work within the Easement.

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

(Signatures follow)

GRANTOR
EVAN HORACE ROBERTS

State of UTAH)
:ss
County of DAVIS)

On this 14TH day of FEBRUARY, 2020, personally appeared before me Evan Horace Roberts, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and the foregoing instrument was signed by him or her.

Notary Public

JACOB DAVENPORT
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 707547
COMM. EXP. 08/02/2023

GRANTOR
KIM-ANH ROBERTS

State of UTAH)
:ss
County of DAVIS)

On this 14TH day of FEBRUARY, 2020, personally appeared before me Kim-Anh Roberts, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and the foregoing instrument was signed by her.

Notary Public

JACOB DAVENPORT
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 707547
COMM. EXP. 08/02/2023

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

EXHIBIT A

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

Space above for County Recorder's use

PARCEL ID NO: **15-33-182-017**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Evan Horace Roberts and Kim-Anh Roberts**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a municipal corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, temporary construction easements on, over, across and through GRANTORS' land located at **2730 West 3800 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land, being part of an entire tract of property located in the Southeast Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said tract of land are more particularly described as follows:
>
> The East 10.00 feet of Lot 517 of Wright Subdivision Addition No. 5, according to the official plat thereof as recorded in Book Q at Page 4 in the office of the Salt Lake County Recorder. Encompassing 787 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTORS this ____ day of _____, 20 ____.

GRANTORS

_____ _____

Evan Roberts **Kim-Anh Roberts**

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me **Evan Horace Roberts and Kim-Anh Roberts,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **15-33-182-017**

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This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 14 day of Feb., 20 20.

GRANTOR

Evan Horace Roberts

State of UTAH)
:ss
County of DAVIS)

On this 14TH day of FEBRUARY, 2020, personally appeared before me **Evan Horace Roberts,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

JACOB DAVENPORT
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 707547
COMM. EXP. 08/02/2023

Notary Public

WITNESSED the hand of said GRANTOR this 14 day of Feb, 2020

GRANTOR

Kim-Anh Roberts

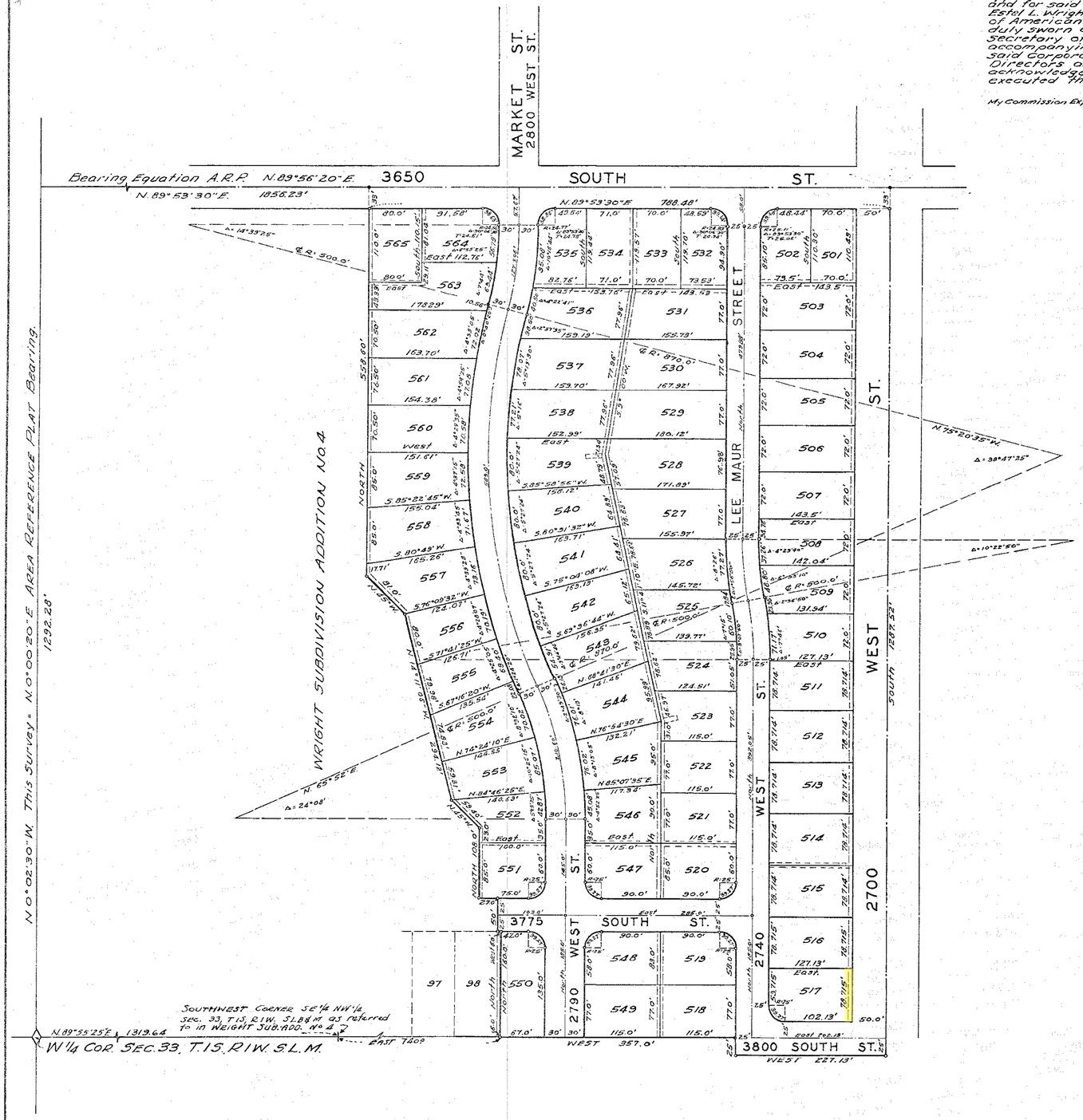
State of UTAH)
:ss
County of DAVIS)

On this 14TH day of FEBRUARY, 2020, personally appeared before me **Kim-Anh Roberts,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

JACOB DAVENPORT
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 707547
COMM. EXP. 08/02/2023

Notary Public

$ 39.50



ACKNOWLEDGEMENT

STATE OF UTAH :
COUNTY OF SALT LAKE :
On this 14th day of October A.D. 1955 personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, Estel L. Wright President and H. J. Cassity, Secretary of American Housing Incorporated, who being first duly sworn did say that they are President and Secretary of said corporation and that the accompanying instrument was signed in behalf of said Corporation by authority of its Board of Directors and Estel L. Wright and H. J. Cassity acknowledged to me that said corporation executed the same.

My Commission Expires June 22 1957 — Arthur R Truman
NOTARY PUBLIC
Residing in Salt Lake County.

SURVEYOR'S CERTIFICATE

I, REED P HOOVER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 304, 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 WRIGHT SUBDIVISION ADDITION No. 5 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
Beginning at a point 60 feet East from the Southeast Corner of Lot 98 WRIGHT SUBDIVISION ADDITION No. 4 which point is 740.0 feet East of the S.W. Cor of the SE 1/4 of the N.W 1/4 of Section 33 T.1S. R.1W. S.L.Mer. and running thence.		
North	160.00	feet, thence
West	6.00	feet, thence
North	50.00	feet, thence
West	27.00	feet, thence
North	108.00	feet, thence
N.45°W.	59.40	feet, thence
N.14°11'06"W.	294.12	feet, thence
N.45°W.	81.00	feet, thence
North	558.60'	feet to the South line of 3650 SOUTH STREET thence along the South line of said Street
N.89°53'30E	788.48	feet, thence
South	1287.52	feet, thence
West	227.13	feet, thence
North	25.00	feet, thence
West	357.00	feet to the point of beginning.

Oct 27, 1955
DATE

Reed P. Hoover

OWNER'S DEDICATION

Know all men by these presents that WE, the 5 undersigned owner (S) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

WRIGHT SUBDIVISION ADDITION NO. 5

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 12TH day of oct A.D., 1955

Ostyn U Bennion — AMERICAN HOUSING, INC.
Thelma B. Bennion — Estel L. Wright
Estel L. Wright — Estel L. Wright - President
Jean M. Wright — H.J. Cassity - Secretary

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 12 day of October, 19 A.D. 55, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(S) of the above Owner's dedication, 5 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: June 22 1957 — Arthur R Truman
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

WRIGHT SUBDIVISION ADDITION NO. 5

A SUBDIVISION OF PART OF THE N.W. 1/4 OF SEC. 33, T.1S, R1W
SALT LAKE BASE & MERIDIAN

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 24th DAY OF May A.D., 1955 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

G.R. Mickelsen
CHAIRMAN, SALT LAKE COUNTY PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

Oct 28-1955
DATE

John L. Mackay
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 31st DAY OF October A.D., 1955

Wallace T. Thurman
Chief Dep.
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9TH DAY OF November A.D., 1955, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Kenneth Washington
SALT LAKE COUNTY CLERK
Lynn Greenwood
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1455443

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
SECURITY TITLE COMPANY.
DATE NOV. 10, 55 TIME 3:43 PM BOOK "Q" PAGE 4
$ 39.50 FEE $
Page 10 of 11
Karl Swarner Chase
SALT LAKE COUNTY RECORDER

Q-4

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1953

"SALT LAKE BLUE" IMPERIAL

NOTES:

1. FIELD ADJUST LIGHT POLE WITH WRITTEN PERMISSION OF ENGINEER TO AVOID UTILITY CONFLICTS.
2. BURIED UTILITY LOCATIONS SHOWN ON PLANS ARE ONLY APPROXIMATE. FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR ASSUMES RESPONSIBILITY FOR DAMAGES TO UTILITIES CAUSED BY CONSTRUCTION ACTIVITIES.
3. ALL LIGHTING CONDUITS AND JUNCTION BOXES ARE SHOWN SCHEMATICALLY IN APPROXIMATE LOCATIONS. ACTUAL LOCATIONS ARE TO BE DETERMINED IN THE FIELD.
4. REMOVE ALL FENCING AND WALLS ADJACENT TO PROPOSED WALL AND PROVIDE TEMPORARY SECURITY FENCE AS NEEDED UNTIL PROPERTY IS PERMANENTLY SECURED.
5. TAPER SIDEWALK AS NECESSARY AROUND POWER POLES TO MAINTAIN A MINIMUM 4' CLEAR PATH. SEE SIDEWALK LAYOUT DETAIL SHEET DT-2.

LEGEND

- PATTERNED CONCRETE PARKSTRIP PER APWA PLAN NO. 232 (REMOVE EXISTING)
- LANDSCAPING (SOD & IRRIGATION)
- ASPHALT PATCH (3" HMA, 6" UTBC)

LIGHTING WIRE SCHEDULE	
NO.	DESCRIPTION
1	INSTALL 2 - #6 AWG TYPE RHH/USE-2/RHW-2 COPPER CONDUCTORS AND 1 - #6 BARE COPPER GROUND WIRE IN BURIED 2 INCH CONDUIT.

2718 W
3835 S

3819 S
LEE MAUR ST

3809 S
LEE MAUR ST

3800 SOUTH

2730 W
3800 S

3781 S
LEE MAUR ST

Evan Horace Roberts and Kim-Anh Roberts

CONSTRUCT PATTERNED CONCRETE PARKSTRIP BETWEEN PEDESTRIAN ACCESS RAMP AND DRIVE APPROACH

SIDEWALK EX BOW: 4262.9± MATCH EXISTING

BOW TO MATCH PROPOSED PEDESTRIAN RAMP

RECONSTRUCT PEDESTRIAN RAMP PER APWA PLAN NO. 235 & 238

RECONSTRUCT ASPHALT TO MATCH NEW SIDEWALK AND PEDESTRIAN RAMP. LIMITS TO BE DETERMINED IN FIELD (APPROX. 20 SY)

EXTEND EXISTING FENCE TO PROPOSED WALL (6' VINYL)

PRECAST CONCRETE WALL (SEE NOTE 4)

CIRCUIT A

3806 2700 A

PROTECT EXISTING STRUCTURES

PROTECT EXISTING UTILITIES

PROTECT EXISTING SIGNAL POLE

PROTECT EXISTING SIGN

RECONSTRUCT PEDESTRIAN RAMP PER APWA PLAN NO. 235 & 238
36+04.0± LT 39.0±
36+60.5± LT 40.0±

INSTALL CITY - FURNISHED STREET LIGHT
35+85.00 LT 35.00'

TREE - 2" CALIPER (SEE SHEET DT-2)
34+05.00 LT 35.00 (TYPE 2)
34+35.00 LT 35.00 (TYPE 2)
34+65.00 LT 35.00 (TYPE 2)
34+95.00 LT 35.00 (TYPE 3)
35+25.00 LT 35.00 (TYPE 3)
35+55.00 LT 35.00 (TYPE 3)
36+92.50 LT 35.00 (TYPE 4)
37+50.00 LT 35.00 (TYPE 4)
37+80.00 LT 35.00 (TYPE 4)

ADJUST UTILITY TO GRADE (SEE NOTE 2)
34+26.0± LT 36.0± (UTOPIA)
35+83.0± LT 37.0± (UTOPIA)
35+95.5± LT 42.5± (ELECTRICAL)
36+10.0± LT 48.0± (ELECTRICAL)
36+80.0± LT 34.0± (ELECTRICAL)

PATTERNED CONCRETE PARKSTRIP PER APWA PLAN NO. 232
35+94.00 LT 36.50' TO 36+00.5± LT 36.5±
36+08.1± LT 61.4± TO 36+08.4± LT 43.3±
36+65.3± LT 36.5± TO 37+12.0± LT 36.5±
37+25.0± LT 36.5±TO 37+42.00 LT 36.5±

CONCRETE SIDEWALK PER APWA PLAN NO. 231
36+04.1± LT 51.0± TO 36+04.1± LT 61.4±

TREE PRUNING PER APWA 32 01 93

EXTEND EXISTING FENCE TO PROPOSED WALL (6' WOOD)

RECONSTRUCT PEDESTRIAN RAMP PER APWA PLAN NO. 235 & 238

RELOCATE UTILITY BY OTHERS

10' TEMPORARY CONSTRUCTION EASEMENT

PROTECT EXISTING UTILITIES

SEE SHEET PP-6
STA 34+00.00 MATCH LINE

STA 38+00.00 MATCH LINE
SEE SHEET PP-8

N 0°15'07" E

N 0°15'24" E

CP-102

PI 36+38.21

CONSTITUTION BLVD
(2700 WEST)

34+00 35+00 36+00 37+00 38+00

0 20 40 60

ESTIMATED BACK OF SIDEWALK AT FACE OF WALL (LT 41.00')

EXISTING GROUND AT PROPOSED WALL (LT 41.00')

ESTIMATED FILL LINE AT FACE OF WALL (LT 50.00')

EXISTING GROUND AT PROPOSED WALL (LT 50.00')

4266 4264 4262 4260 4258 4256

STA 34+00.00 MATCH LINE - SEE SHEET PP-6

STA 38+00.00 MATCH LINE - SEE SHEET PP-8

NO.	DESCRIPTION	DATE	BY
	REVISIONS		
	REMARKS		

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN

PROFESSIONAL ENGINEER

DATE

2700 WEST IMPROVEMENTS
LANCER WAY (3650 S) TO 4100 S
PLAN AND PROFILE

PROJECT NUMBER WVC ENG CCR-432

SHEET NO. PP-7

7/9/2018 3:13:56 PM I:\ENGDIV\PROJECTS\2700 W Improvements(4100Sto3650S)CCR-432\CAD\Drawings\Plan Set\PP-7 CCR-432.dgn


WEST VALLEY CITY, UTAH
1980 - 2020
40 YEARS of PROGRESS

February 19, 2020

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

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

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

February 2020

February 26- March 2, 2020	Presidential Primary, West Valley City Hall- Early Voting Polling Location
February 28, 2020 *Friday*	West Valley City Police Department Annual Banquet; 6:30 PM; UCCC
February 28, 2020 *Friday*	Kicker Arenacross, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
February 29, 2020 *Saturday*	Kicker Arenacross, 7:30 PM; Maverik Center, 3200 Decker Lake Drive

March 2020

March 3, 2020 *Tuesday*	Presidential Primary, West Valley City Hall- Polling Location
March 3, 2020 *Tuesday*	Presidential Primary- CITY COUNCIL MEETINGS CANCELED

March 5, 2020 *Thursday*	Utah Shakespeare Festival Make-a-Scene Gala, 6 PM; Harmon Theatre, 3333 Decker Lake Drive
March 11, 2020 *Wednesday*	All Elite Wrestling presents Dynamite 5:30 PM; Maverik Center, 3200 Decker Lake Drive
March 11, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
March 12, 2020 *Thursday*	*Footloose* the Musical (3/12-14, 19-21, 26-28); Harman Theatre, 3333 Decker Lake Drive
March 16, 2020 *Monday*	Tool, 7:30 PM; Maverik Center 3200 Decker Lake Dr
March 17, 2020 *Tuesday*	WVCFFC Members St. Patrick's Day Event, 6 PM; WVCFFC, 5415 W 3100 S
March 19, 2020 *Thursday*	Revelations Exhibit (3/19-4/29); UCCC, 1355 W 3100 S
March 21, 2020 *Saturday*	2020 PAC-12 Women's Gymnastics Championship, 1 PM; Maverik Center, 3200 Decker Lake Drive
March 24, 2020 *Tuesday*	CITY COUNCIL MEETINGS CANCELED- PARTY CAUCUSES
March 26, 2020 *Thursday*	Needle Play Exhibit (3/26-5/20); UCCC, 1355 W 3100 S
March 26, 2020 *Thursday*	Zac Brown Band – The Owl Tour w/ Amos Lee, Poo Bear & Sasha Sirota
March 31, 2020 *Tuesday*	No Council Meetings- 5th Tuesday

April 2020

April 4, 2020 *Saturday*	Census Festival, 12-7PM; UCCC
April 8, 2020	Shakespeare-in-the-Schools – Romeo & Juliet (4/8, 9, &

Wednesday	13); Harman Theatre, 3333 Decker Lake Drive
April 8, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
April 9, 2020 *Thursday*	Kirk Hendrichsen Exhibit (4/9 – 6/24); UCCC, 1355 W 3100 S
April 10, 2020 *Friday*	WVCFFC Flashlight Hunt for ages 13-17, 9 PM; WVCFFC, 5415 West 3100 S
April 10, 2020 *Friday*	WVCFFC Flashlight Hunt for ages 18+, 9 PM; WVCFFC, 5415 West 3100 S
April 11, 2020 *Saturday*	WVC Easter Egg Hunts for ages 12 & Under, 8:30 AM; WVCFFC, 5415 W 3100 S
April 11, 2020 *Saturday*	WVC Breakfast with the Bunny; WVCFFC, 5415 W 3100 S
April 12, 2020 *Sunday*	WVCFFC is Closed
April 14, 2020 *Tuesday*	Lauren Daigle – 2020 World Tour w/ Johnnyswim, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
April 16, 2020 *Thursday*	Cops for Kids, 4-8 PM; Sizzler- 3429 S Redwood Road
April 26, 2020 *Sunday*	Jeff Dunham, 3 PM; Maverik Center, 3200 Decker Lake Drive
August 27, 2020 *Thursday*	Tim McGraw, 7 PM; USANA, 5150 Upper Ridge Road
April 28, 2020 *Tuesday*	Sturgill Simpson: A Good Look'n Tour with very special guest Tyler Childers, 7:30 PM; Maverik Center, 3200 Decker Lake Drive

May 2020

May 4-5, 2020	Utah State 6A Girls High School Championship; The Ridge,

Monday	5055 Westridge Blvd
May 8, 2020 *Friday*	American Association of University Women Exhibit (5/8 – 6/24); UCCC, 1355 W 3100 S
May 9, 2020 *Saturday*	Car Show, 10 AM; West Valley City Animal Services, 4522 W 3500 S
May 13, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
May 21, 2020 *Thursday*	Journey with Pretenders, 7 PM; USANA, 5150 Upper Ridge Road
May 21, 2020 *Thursday*	James Taylor, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
May 25, 2020 *Monday*	Memorial Day – City Offices Closed
May 27, 2020 *Wednesday*	Utah State Amateur Qualifying; The Ridge, 5055 Westridge Blvd
May 30, 2020 *Saturday*	Brad Paisley, 7 PM; USANA, 5150 Upper Ridge Road

June 2020

June 7, 2020 *Friday*	Alanis Morissette w/ Garbage & Liz Phair, 7:00 PM; USANA, 5150 Upper Ridge Road
June 10, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
June 10, 2020 *Wednesday*	Chris Young, 7:00 PM; USANA, 5150 Upper Ridge Road
June 11, 2020 *Thursday*	Hillsong Worship, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
June 16, 2020	Chicago w/ Rick Springfield, 7:00 PM; USNAN, 5150 Upper

Tuesday	Ridge Road
June 20, 2020 *Saturday*	WVCFFC West Fest 5K & 10 K Run and Skate Competition; WVCFFC, 5415 W 3100 S
June 24- 29, 2020	Primary Election, West Valley City Hall- Early Polling Location
June 25, 2020 *Thursday*	Chris Stapleton, 7 PM; USANA, 5150 Upper Ridge Road
June 30, 2020 *Tuesday*	Primary Election, West Valley City Hall- Polling Location

July 2020

July 1, 2020 *Wednesday*	The Sky is Falling Exhibit (7/1-9/30); UCCC, 1355 W 3100 S
July 1, 2020 *Wednesday*	What's on your Plate? Exhibit (7/1-9/30); UCCC 1355 W 3100 S
July 4, 2020 *Saturday*	Independence Day – City Offices Closed
July 4, 2020 *Saturday*	WVCFFC Hours are 7AM – 12PM (Pools close at 11 AM)
July 6, 2020 *Monday*	Summer Concert Series – Utah Symphony; UCCC Amphitheater, 1355 W 3100 S
July 8, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
July 10, 2020 *Friday*	WVCFFC Skate Jam, 6-8 PM; West Valley Skate Park, 3189 South 5600 West
July 13, 2020 *Monday*	Summer Concert Series – Soulistics; UCCC Amphitheater, 1355 W 3100 S
July 16, 2020	Face of Utah Sculpture Exhibit (7/16-8/26); UCCC, 1355 W

Thursday	3100 S
July 17, 2020 *Friday*	WVCFFC Member Cardboard Boat Race, 7 PM; WVCFFC, 5415 W 3100 S
July 20, 2020 *Monday*	Summer Concert Series – West Valley Symphony of Utah; UCCC Amphitheater, 1355 W 3100 S
July 21, 2020 *Tuesday*	Foreigner w/ Special Guests Kansas and Europe, 7 PM; USANA, 5150 Upper Ridge Road
July 23, 2020 *Thursday*	Thomas Rhett w/ Cole Swindell & Hardy, 7 PM; USANA, 5150 Upper Ridge Road
July 24, 2020 *Friday*	Pioneer Day Holiday – City Offices Closed
July 24, 2020 *Friday*	WVCFFC Hours are 7 AM – 12 PM (Pools close at 11 AM)
July 24, 2020 *Friday*	Incubus w/ 311, 6:45 PM; USANA, 5150 Upper Ridge Road
July 27, 2020 Monday	Summer Concert Series – Night Star Jazz; UCCC Amphitheater, 1355 W 3100 S
July 28, 2020 *Tuesday*	Goo Goo Dolls, 7 PM; USANA, 5150 Upper Ridge Road
July 30, 2020 *Thursday*	Halsey, 7 PM; USANA, 5150 Upper Ridge Road

August 2020

August 1, 2020 *Saturday*	Alice & Robert Burch Exhibition (8/1-9/30); UCCC, 1355 W 3100 S
August 3, 2020 *Monday*	Summer Concert Series – Imagine; UCCC Amphitheater, 1355 W 3100 S
August 6, 2020 *Thursday*	Kenny Chesney, 7 PM; USANA, 5150 Upper Ridge Road

August 8, 2020 *Saturday*	Wasatch International Food Festival; UCCC, 1355 W 3100 S
August 12, 2020 *Wednesday*	The Lumineers, 7 PM; Maverik Center, 3200 Decker Lake Drive
August 12, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
August 24, 2020 *Monday*	Maroon 5, 7 PM; USANA, 5150 Upper Ridge Road

September 2020

September 1, 2020 *Tuesday*	The Black Crowes, 8 PM; USANA, 5150 Upper Ridge Road
September 2, 2020 *Wednesday*	The Doobie Brothers – 50th Anniversary Tour, 7:30 PM; USANA, 5150 Upper Ridge Road
September 3, 2020 *Thursday*	Utah Travels Exhibit (9/3-10/7); UCCC, 1355 W 3100 S
September 6, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
September 7, 2020 *Monday*	Labor Day – City Offices Closed
September 9, 2020 *Wednesday*	Disturbed, 7 PM; USANA, 5150 Upper Ridge Road
September 10, 2020 *Thursday*	Sammy Hagar, 7 PM; USANA, 5150 Upper Ridge Road
September 12, 2020 *Saturday*	WVCFFC Triathlon; WVCFFC, 5415 W 3100 S
September 13, 2020 *Sunday*	Matchbox Twenty, 7:30 PM; USANA, 5150 Upper Ridge Road

September 19, 2020 *Saturday*	Nickelback, 6:30 PM; USANA, 5150 Upper Ridge Road
September 24, 2020 *Thursday*	KISS – End of the Road Tour, 7:30 PM; USANA, 5150 Upper Ridge Road

October 2020

October 2, 2020 *Friday*	WVCFFC Member VIP Night (Free for members), 6-9 PM; WVCFFC, 5415 W 3100 S
October 14, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
October 22, 2020 *Thursday*	Day of the Dead Alter Exhibit (10/22-11/2); UCCC, 1355 W 3100 S
October 22, 2020 *Thursday*	Day of the Dead Photography Exhibit (10/22-11/2); UCCC Celebration Gallery, 1355 W 3100 S
October 22, 2020 *Thursday*	Day of the Dead in Utah Exhibit (10/22-11/2); UCCC Plaza Gallery
October 22, 2020 *Thursday*	Day of the Dead Market Exhibition (10/22-11/2); UCCC Crescent Gallery
October 23, 2020 *Friday*	WVCFFC Nightmare Alley, 7-10 PM; WVCFFC, 5415 W 3100 S
October 24, 2020 *Saturday*	Day of the Dead Celebration; UCCC, 1355 W 3100 S
October 24, 2020 *Saturday*	Free Halloween Safety Festival, 11 AM – 12 PM; WVCFFC, 5415 W 3100 S
October 24, 2020 *Saturday*	WVCFFC Nightmare Alley, 7-9 PM; WVCFFC, 5415 W 3100 S
Oct 28- Nov 2, 2020	General Election, West Valley City Hall- Early Polling Location

October 29, 2020 *Thursday*	WVCFFC Member Pumpkin Painting Event, 6 PM; WVCFFC, 5415 W 3100 S
October 31, 2020 *Saturday*	WVCFFC Hours are 5:30 AM – 6 PM (Pools close at 5 PM)

November 2020

November 3, 2020 *Tuesday*	General Election, West Valley City Hall- Polling Location
November 11, 2020 *Wednesday*	Veteran's Day – City Offices Closed
November 11, 2020 *Wednesday*	WVC Veteran's Day Event, 6 PM; UCCC, 1355 W 3100 S
November 12, 2020 *Thursday*	Utah Division of Arts & Museums Exhibit (11/12-12/31); UCCC, 1355 W 3100 S
November 12, 2020 *Thursday*	Winter Market Exhibition (11/12-1/4); UCCC, 1355 W 3100 S
November 21, 2020 *Saturday*	WVCFFC Ugly Sweater 5K Fun Run, 9 AM; WVCFFC, 5415 W 3100 S
November 26, 2020 *Thursday*	Thanksgiving – City Offices Closed
November 26, 2020 *Thursday*	WVCFFC Hours are 7 AM – 12 PM (Pools close at 11 AM)
November 30, 2020 *Monday*	Trees of Diversity Exhibit (11/30-1/4); UCCC, 1355 W 3100 S
November 30, 2020 *Monday*	Winter Scenes and Holiday Dreams (11/30-1/4); UCCC, 1355 W 3100 S

December 2020

December 7, 2020	Winter Concert Series – TBD; UCCC, 1355 W 3100 S

Monday

December 7, 2020 *Monday*	WVCFFC Christmas Tree Lighting and Walk with Santa, 6:30 PM; WVCFFC, 5415 W 3100 S
December 9, 2020 *Wednesday*	Chat with the Chief, 6 PM; Police Department Community Room, 3577 South Market Street
December 12, 2020 *Saturday*	Breakfast with Santa; WVCFFC, 5415 W 3100 S
December 14, 2020 *Monday*	Winter Concert Series – TBD; UCCC, 1355 W 3100 S
December 21, 2020 *Monday*	Winter Concert Series – TBD; UCCC, 1355 W 3100 S
December 24, 2020 *Thursday*	Christmas Eve – City Offices Closed
December 25, 2020 *Friday*	Christmas Day – City Offices Closed