The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, March 10, 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. Presentations:

   A. Introduction of New Employees

4. Approval of Minutes:

   A. February 25, 2020

5. Review Agenda for Regular Meeting of March 10, 2020

   A. Regular Meeting Agenda

6. Public Hearings Scheduled For March 17, 2020

   A. Consider Application ZT-1-2020, Filed by West Valley City, Requesting a Zone Text Change to Section 7-6-203 to Add Height and Area Limitations for Attached Private Garages

- 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.

Action: Consider Ordinance 20-14, Amend Section 7-6-203 of the West Valley City Municipal Code to Amend Certain Requirements Applicable to Garages

B. Accept Public Input Regarding Application GPZ-1-2020, Filed by Fetzers' Inc., Requesting a General Plan Change from Mixed Use to Light Manufacturing and a Zone Change from 'C-2' (General Commercial) to 'M' (Manufacturing)

Action: Consider Ordinance 20-15, Amend the General Plan to Show a Change of Land Use From Mixed Use to Light Manufacturing for Property Located at 4850 West 3500 South on 3.89 Acres

Action: Consider Ordinance 20-16, Amend the Zoning Map to Show a Change of Zone For Property Located at 4850 West 3500 South on 3.89 Acres from 'C-2' (General Commercial) to 'M' (Manufacturing)

Action: Consider Resultion 20-28, Authorize the City to Enter into a Development Agreement with Fetzers' Inc. for Approximately 3.89 Acres of Property Located at Approximately 4850 West 3500 South

7. Resolutions:

A. 20-29: Authorize the City to Enter into a Development Agreement with Mountain America Federal Credit Union for Approximately 1.05 Acres of Property Located at Approximately 2850 West 3500 South

B. 20-30: Approve a First Amended Agreement of the Utah Municipal Risk Management Association

C. 20-31: Approve the Purchase of Glass and Installation Services from Valley Glass Salt Lake, LLC

D. 20-32: Approve a Drainage Agreement Between the City and the Utah Department of Transportation for the Drainage of the Public Safety Headquarters

8. Communications:

A. Budget/Program Mod Update (10 min)

B. Legislative Update (5 min)

C. Council Calendar

9. New Business:

A. Potential Future Agenda Items

A. Council Suggestions

B. Council Reports

10. Motion for Closed Session (if necessary)

11. Adjourn

Employees Hired
December 18, 2019 - March 17, 2019

ADMINISTRATION

PRESTON DAVIS	PAYROLL ADMINISTRATOR
CHAD LAWRENCE	BUILDING CUSTODIAN I
THOMAS SCOBLE	SYSTEMS ADMINISTRATOR

COMMUNITY PRESERVATION

JULIO ANAYA	ANIMAL CONTROL OFFICER
LETTICIA DAVILA	ANIMAL CONTROL OFFICER
MARLIN LYNCH	CODE ENFORCEMENT OFFICER
DOUG OLSEN	ANIMAL CONTROL OFFICER
SIERRA OSTERGAARD	ANIMAL SHELTER TECHNICIAN

LEGAL

ALEX BUTTERFIELD	VICTIM ADVOCATE
JESSICA VAN NATTER	VICTIM ADVOCATE

PARKS & RECREATION

CHAD JENKS	PARK WORKER I
SOUSA MOEAI	SPORTS FIELD WORKER

POLICE

BAILEY ARTHUR	POLICE OFFICER
JEFFREY BAER	POLICE OFFICER
TERRON BOWEN	POLICE OFFICER
JACOB LOCHER	POLICE OFFICER
JASMINE MALDONADO	POLICE OFFICER
SHANE PRITCHETT	POLICE OFFICER
ROBERT WILKES	POLICE OFFICER

PUBLIC WORKS

ALEXANDER GHIAIE	OPERATOR I
BRIAN MATERN	OPERATOR I
RICHARD VIGIL	TRANSPORTATION TECH I

MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 25, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, FEBRUARY 25, 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

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager
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
Steve Lehman, CED
Steve Pastorik, CED
Erik Brondum, Public Works
Daniel Johnson, Public Works
Mark Nord, CED
Jeff Jackson, CED

DRAFT

APPROVAL OF MINUTES OF STUDY MEETING HELD FEBRUARY 18, 2020
The Council considered the Minutes of the Study Meeting held February 18, 2020. There were no changes, corrections or deletions.

Councilmember Buhler moved to approve the Minutes of the Study Meeting held February 18, 2020. Councilmember Christensen seconded the motion.

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

REVIEW AGENDAS FOR REGULAR CITY COUNCIL, SPECIAL REDEVELOPMENT AGENCY, AND SPECIAL HOUSING AUTHORITY MEETINGS OF FEBRUARY 25, 2020
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, Special Redevelopment Agency, and Special Housing Authority Meetings scheduled later this night.

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 PROPERTY IS ELIGIBLE TO BE REZONED TO THE RM ZONE, PARKING LOT LIGHTING STANDARDS, AND THE MULTI-UNIT RESIDENTIAL DESIGN STANDARDS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled March 10, 2020, in order for the City Council to hear and consider public comments regarding application ZT-17-2019, filed by West Valley City, requesting 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 Standard.

Proposed Ordinance 20-13 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 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
Steve Pastorik, CED, discussed proposed Ordinance 20-13 that would 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.

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

> 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.

Councilmember Buhler clarified the changes suggested by the Planning Commission. He asked if the Council decided to adopt the increased standards whether they would impact any potential or pending developments. Steve replied that there are interested parties in properties around TRAX stations as provided for

in the proposed ordinance. He added that there is one developer who has expressed interest in a property that would only qualify if the ordinance were modified with the Planning Commission's suggestion of incorporating properties within an 80-foot right of way. Councilmember Lang stated that she is concerned about not placing a cap on the allowable density. Mayor Bigelow indicated that there are conversations at the Legislature regarding density but noted that this likely wouldn't impact this Ordinance. Steve noted that Development Agreements would be able to address density when applications come forward. Councilmember Lang stated that she isn't comfortable keeping the ordinance open-ended for developers.

Steve stated that this Ordinance would end the Moratorium but added that if the Council does not take action by March 17th, the Moratorium will end and the current ordinance will resume as it is currently written.

Steve detailed proposed changes to design standards. Councilmember Lang clarified proposed stairway façade requirements and garage standards. She expressed concern about on-street parking and suggested prohibiting it for apartment complexes. Councilmember Buhler stated that he wouldn't be comfortable with this because on-street parking is allowed for all other residential types. Mayor Bigelow stated there are more people living in apartment complexes and there is an increased likelihood of residents and visitors parking on the street. Steve and the Council discussed parking trends. Mayor Bigelow stated that he would like to revisit parking standards in parking complexes. Mayor Bigelow asked why on-site management is required at 50 or more units. Steve replied that research indicates 50 is a sufficient number of units that would warrant on-site management. Mayor Bigelow asked why elevators are required at 4 levels and not 3. Steve replied that research indicates that this appears to be a general standard. Mayor Bigelow suggested that an elevator be required for 3 story apartment complexes with over 50 units. Councilmember Lang agreed. Councilmember Lang asked if all metal buildings are allowed in commercial zones. Steve replied no and indicated masonry is required. Councilmember Lang stated that she feels there needs to be a 60% masonry requirement for multi-family zones. Councilmember Buhler disagreed and stated that he feels there needs to be flexibility in the RM zone to allow for a more open design. Councilmember Lang stated that she doesn't like the idea of having two separate standards for single family homes and multi-family units. Councilmember Nordfelt stated that he doesn't feel the standards need to be exact and agreed with Councilmember Buhler that being more open might have a design benefit. Mayor Bigelow agreed and indicated that maintaining variety for RM dwellings is important. He indicated that he does feel that the City needs to be more specific about amenities and what they mean. Councilmember Lang agreed. The Council discussed the size of "sport courts". Mayor Bigelow requested that staff

look at options to better define amenities in the ordinance. Councilmember Buhler stated that this ordinance is a baseline and when developers come to the Council with proposals, the Council can be stricter or more open in proposed Development Agreements. He added that proposals can also be denied.

Councilmember Huynh expressed frustration that all TRAX stations are proposed as potential RM zones in the ordinance. He indicated that the Planning Commission suggested only City Center and questioned why staff did not include that proposal to the Council. Wayne stated that the City Council as a majority wanted all four TRAX stations so that is how staff proceeded in drafting the ordinance. Councilmember Huynh stated that this is not how he recalled previous conversations. Mayor Bigelow disagreed and indicated that the Council, as a majority, wanted to include all TRAX stations as potential RM zones. Councilmember Buhler agreed and added that this ordinance does not change any zoning or obligate property owners or the City to property modifications. He stated that the ordinance only allows for potential zone changes to RM to occur in these areas. Councilmember Christensen noted that the Council reviews zone changes and has the ability to approve, deny, or modify Development Agreements. Councilmember Huynh stated he doesn't like the idea of adding density to the Chesterfield area and indicated that it doesn't make sense. Councilmember Lang agreed and indicated that she feels the TRAX stations should be modified in some way.

The City Council will consider Ordinance 20-13 at the Regular Council Meeting scheduled March 10, 2020 at 6:30 P.M.

RESOLUTION 20-24: AWARD A CONTRACT TO KGB CONSTRUCTION, LLC FOR THE CONSTRUCTION OF A BRIDGE ON ANNA CAROLINE DRIVE

Dan Johnson, Public Works, presented proposed Resolution 20-24 that would award a contract to KGB Construction, LLC for the construction of a bridge on Anna Caroline Drive.

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

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.

Councilmember Buhler stated that the bid is 25% over the engineers estimate but half than the top bid that came in and questioned why there is such a variance. Dan explained some of the cost differentials, including the cost of pumping water. Councilmember Lang asked if 2400 South will connect to this road. Dan replied yes.

The City Council will consider Resolution 20-24 at the Regular Council Meeting scheduled February 25, 2020 at 6:30 P.M.

RESOLUTION 20-25: AWARD A CONTRACT TO BLACK & MCDONALD LIMITED FOR CERTAIN LED STREETLIGHT IMPROVEMENTS

Erik Brondum, Public Works, presented proposed Resolution 20-25 that would award a contract to Black & McDonald Limited for certain LED streetlight improvements.

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

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.

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.

Councilmember Lang asked if the City will be working with Rocky Mountain Power. Erik replied yes and noted that the City will be receiving a $100,000 automatic rebate from this project. Mayor Bigelow asked what the approximate return in savings timeframe will be.

Erik replied approximately 10 years. Councilmember Buhler asked how long it will take to install the lights. Erik replied that he would estimate completion in August of this year. Mayor Bigelow asked how much the City gets back from Rocky Mountain Power annually. Wayne replied that he would ask staff to provide a report.

The City Council will consider Resolution 20-25 at the Regular Council Meeting scheduled March 10, 2020 at 6:30 P.M.

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

Steve Lehman, CED, presented proposed 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.

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

> 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.

The City Council will consider application S-3-2019 at the Regular Council Meeting scheduled March 10, 2020 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR MARCH 10, 2020

A. **RESOLUTION 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**
Mayor Bigelow discussed proposed Resolution 20-27 that would 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.

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

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.

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

The City Council will consider Resolution 20-27 at the Regular Council Meeting scheduled March 10, 2020, at 6:30 P.M.

COMMUNICATIONS

A. WEST VALLEY CITY'S 40th ANNIVERSARY UPDATE

Sam Johnson, Public Relations Director, stated that West Valley City will be celebrating its 40th anniversary as an incorporated City this July. He displayed the proposed logo for the celebration and detailed planned events. These include a photo contest including historical and current pictures and swag handouts. Sam stated that the City is planning on having a "birthday" party at WestFest with cakes/ cupcakes, singing, etc. He also detailed an 80's celebration with various contests on July 1st. Sam discussed an event on July 7th that would include previous Councilmembers and Mayors.

Councilmember Lang stated that residents were not a fan of the "4" in the "40" logo. Mayor Bigelow indicated he was confused by the "0" with the West Valley City logo. Sam replied he would work on improving this. Mayor Bigelow suggested detailing events the City has done, historical displays, etc. as part of the celebration. The Mayor and Council discussed permanent displays throughout the year for City Hall commemorating the City's 40th anniversary. Councilmember Lang suggested spending $25,000 for a 24th of July float. The Mayor and Council agreed.

B. FOOD TRUCKS AT FAIRBOURNE STATION

Nancy Day, Parks and Recreation, stated that the Food Trucks will be returning to Fairbourne Station this summer. She indicated that the theme will be "Hump Day Buffet". Nancy indicated that the Food Trucks will be present every Wednesday and will be open from 5 PM to dusk. She indicated the event will kick off in April and there will be fun family-oriented activities. Nancy stated that there will be a variety of trucks and the event will be well marketed. Councilmember Buhler asked if there will be a summer concert series. Nancy replied not every week but there sill be a variety of events occurring throughout the summer.

C. LEGISLATIVE UPDATE

Nicole Cottle provided a brief update on events occurring at the State Legislative Session. She discussed bills regarding opportunity zones, inland port, TOD, land use laws, and building inspections.

D. 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

None

B. COUNCIL REPORTS

None

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY FEBRUARY 25, 2020 WAS ADJOURNED AT 6:21 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 25, 2020.

_____

Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 10, 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 Lars Nordfelt

4. Special Recognitions

5. Approval of Minutes:

   A. February 25, 2020

6. Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- 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.

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

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 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

8. Resolutions:

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

9. New Business:

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

10. Consent Agenda:

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

11. Motion for Closed Session (if necessary)

12. Adjourn

Item: ZT-1-2020
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:

A zone text change to amend Section 7-6-203 to add height and area limitations for attached private garages.

SYNOPSIS:

City staff is proposing an ordinance amendment to add height and area limitations for attached private garages. This application was initiated after several complaints were received by the City Council concerning a large garage currently under construction. The proposed revisions are intended to keep the garage proportional to the home.

The table below summarizes the current height and area requirements for detached and attached garages as well as the proposed height and area requirements for attached garages.

	Detached Garage	Attached Garage (Current Standards)	Attached Garage (Proposed Standards)
Maximum height of garage when home is less than or equal to 14' in height	14'	30'	14'
Maximum height of garage when home is between 14' and 20' in height	Height of home	30'	Height of home
Maximum height of garage when home is over 20' in height	20'	30'	20' if no living space above the garage. 30' with living space above the garage
Maximum area of the garage	No larger than the home footprint and no more than 25% of the backyard	No standard	No more than the total above grade area of the home

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: 2/26/2020____

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-6-203 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS APPLICABLE TO GARAGES.

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 the height, area, and design of garages; 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 Section 7-6-203 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.

Section 2. Amendment. Section 7-6-203 of the West Valley City Municipal Code is hereby amended as follows:

7-6-203. GENERALLY APPLICABLE REQUIREMENTS – AGRICULTURAL AND RESIDENTIAL ZONES.

The following requirements are applicable within all Agricultural and Residential Zones within the City:

(1) Sites must be developed in accordance with all requirements set forth in this Title.

(2) Landscaping shall be maintained in accordance with this Title. In addition, the following Landscaping standards apply to multi-unit housing, Community Uses, and all other nonresidential Uses in all Agricultural and Residential Zones:

a. Minimum required setbacks adjacent to a Street shall be permanently landscaped except for approved access drives.

b. All landscaped areas shall include a perpetually maintained underground irrigation system capable of complete coverage of the landscaped area that is designed to promote water efficiency.

c. All landscaped areas shall be landscaped with a mixture of ground cover, shrubs, and trees. Landscaped areas may include sculptures, patios, or fountains. Where trees are required, four shrubs per tree shall also be required.

d. Required deciduous trees shall be one-and-one-half-inch caliper at installation unless a higher caliper requirement is imposed elsewhere in this Title. Required evergreen trees shall be six feet tall at installation. Required shrubs shall be a minimum of one gallon at installation.

e. Landscaping shall include 50 percent coverage of live plant material, not including tree canopies.

f. One tree per 300 square feet of minimum required setback shall be required in addition to other applicable tree requirements.

g. All Landscaping shall be maintained in a healthy, neat, and orderly condition, free of weeds and litter.

h. All areas of a developed Lot or parcel not occupied by a Building or required parking shall be landscaped in accordance with City ordinances and the approved landscape plan.

(3) Parking required by this Title shall not be located within required Front Yard or Side Yard setbacks adjacent to public or private Streets.

(4) Outside storage of materials, equipment, household items, garbage, Junk, refuse, rubbish, residential solid waste, construction or demolition waste, any item stored or accumulated for the purpose of discarding, or any item not used for its original intended purpose is prohibited. All such materials must be stored in a completely enclosed Structure, such as a garage or shed. Agriculture equipment used on the property is excluded.

(5) Where a developed Lot does not conform to all Landscaping requirements except those

in Chapter 7-10, such Lot shall be brought into compliance upon the occurrence of any one of the following:

a. Any action which increases the floor area of the premises by more than 30 percent.

b. Any action which, when combined with one or more previous expansions, causes the aggregate area of expansion to exceed 30 percent of the original floor area of the premises.

(6) The area of Attached Private Garages shall be limited to the total above grade area of the associated Dwelling Unit.

(7) In addition to the height limitations included in Sections 7-6-202 and 7-6-204, the height of Attached Private Garages shall be limited to 14', except as provided below. For Dwelling Units with a height greater than 14', the height of Attached Private Garages shall be limited to the height of the associated Dwelling Unit or 20', whichever is less. Attached Private Garages with living space above the Private Garage may exceed the height of the associated Dwelling Unit if the living space above the Private Garage is accessible to the rest of the living space within the associated Dwelling Unit without going through the Private Garage or outside.

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-1-2020 MINUTES
FEBRUARY 12, 2020 PLANNING COMMISSION PUBLIC HEARING

Application #: ZT-1-2020
Applicant: West Valley City
Request: A zone text change to amend Section 7-6-203 to add height and area limitations for attached private garages

City staff is proposing an ordinance amendment to add height and area limitations for attached private garages. This application was initiated after several complaints were received by the City Council concerning a large garage currently under construction. The proposed revisions, which are attached, are intended to keep the garage proportional to the home.

The table below summarizes the current height and area requirements for detached and attached garages as well as the proposed height and area requirements for attached garages.

	Detached Garage	Attached Garage (Current Standards)	Attached Garage (Proposed Standards)
Maximum height of garage when home is less than or equal to 14' in height	14'	30'	14'
Maximum height of garage when home is between 14' and 20' in height	Height of home	30'	Height of home
Maximum height of garage when home is over 20' in height	20'	30'	20' if no living space above the garage. 30' with living space above the garage
Maximum area of the garage	No larger than the home footprint and no more than 25% of the backyard	No standard	No more than the total above grade area of the home

For background, the definitions for accessory building, building height and private garage are included below. Detached garages are considered accessory buildings.

- "Accessory Building" means a detached Building incidental to and located on the same Lot occupied by a Primary Building and subordinate in height and area to the Primary Building but can be up to 14 feet in height.

- "Building Height" means the vertical distance from the Grade to the highest point of the coping of a flat roof or to a point midway between the lowest part of the eaves or Cornice and ridge of a hip or Gable Roof.

- "Garage, Private" means a Structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging to the residents of that dwelling. A Private Garage may be Attached or detached and is considered "Attached" if the garage and dwelling share a roof or wall.

Staff Alternatives:

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

2. Continuance.

3. Denial.

Discussion:

This application did not have a discussion.

Motion: Commissioner Fuller moved for approval of ZT-1-2020 subject to the two staff conditions.

Commissioner McEwen seconded the motion.

Vote:

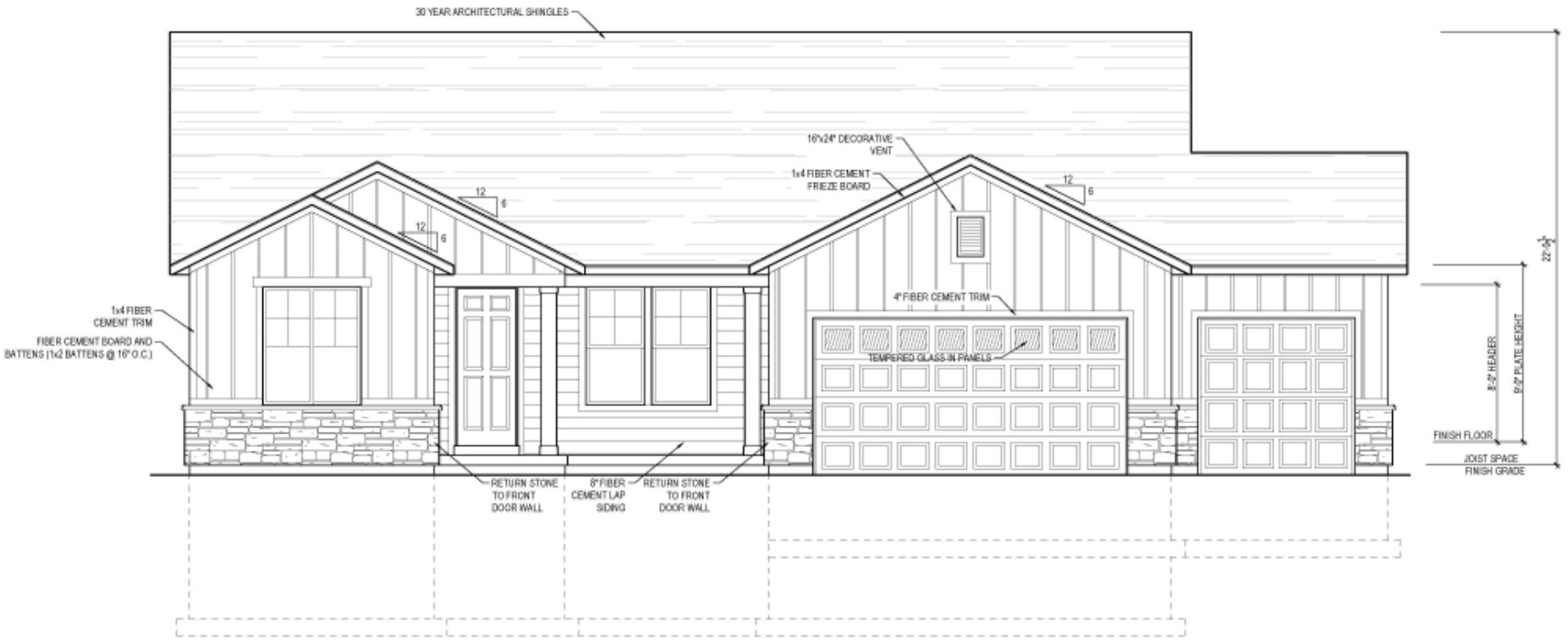
Commissioner Fuller	Yes
Commissioner Lovato	Yes
Chair Meaders	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	Yes

Unanimous– ZT-1-2020– Approved

ZT-1-2020

Petition by **WEST VALLEY CITY**, requesting an **ordinance change** to Section 7-6-203 to add height and area limitations for attached private garages.

(Staff - **Steve Pastorik** at 801-963-3545)



- House height: 16’
- Third car garage height: 14’ (garage door is 8’ tall)

ZT-1-2020

Petition by **WEST VALLEY CITY**, requesting an **ordinance change** to Section 7-6-203 to add height and area limitations for attached private garages.

(Staff - **Steve Pastorik** at 801-963-3545)

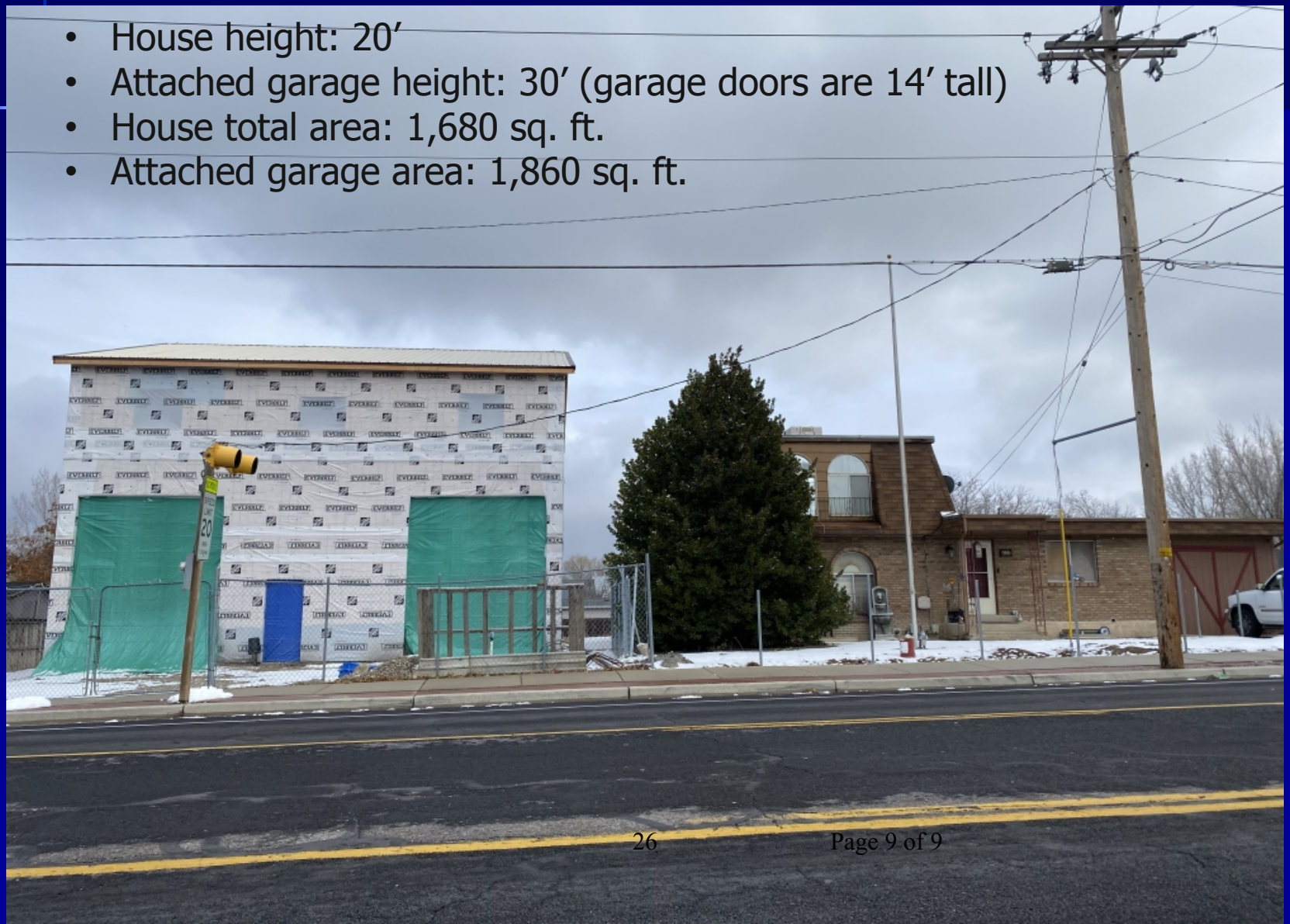


- House height: 26’
- Third car garage height: 17’ (garage door is 10’ tall)

ZT-1-2020

Petition by **WEST VALLEY CITY**, requesting an **ordinance change** to Section 7-6-203 to add height and area limitations for attached private garages.

(Staff - **Steve Pastorik** at 801-963-3545)



Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Stonegate

Budget Opening Required: ☐

ISSUE:

Application #: GPZ-1-2020
Applicant: Fetzers' Inc.
Location: 4850 West 3500 South
Size: 3.89 acres

SYNOPSIS:

A General Plan change from Mixed Use to Light Manufacturing and a zone change from C-2 (General Commercial) to M (Manufacturing).

BACKGROUND:

The applicant is proposing to utilize the existing building, which was previously used as a Shopko, as primarily a warehouse with the secondary use being assembly and disassembly of furniture. Since the C-2 zone only allows up to 50% of a building to be utilized as a warehouse, the M zone is needed to facilitate the applicant's proposal. Included with this report is a letter from the applicant describing the proposed use as well as reasons to support this application.

In the applicant's letter he mentions that the current owner, Mike Kehoe, has tried unsuccessfully to secure retail tenants to fill the building. Included with this report are two emails from the owner that provide a list of tenants that were contacted.

The applicant's original proposal was to change the General Plan and zoning on the entire 7.73 acre parcel. However, given input from the Planning Commission, the applicant agreed to reduce the scope of the application to the north 3.89 acres. To further reduce the impact of the change, the Planning Commission recommended a development agreement that addresses use limitations, hours limitations and a few required improvements.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

FETZER
ARCHITECTURAL WOODWORK

6223 Double Eagle Circle
Salt Lake City, Utah 84118
Ph. 801.484.6103
Fx. 801.484.6122
www.fetzerwood.com

January 7, 2020

West Valley City
Zoning and Planning
3600 South Constitution Boulevard,
Suite 220
West Valley City, UT 84119

To Whom It May Concern:

We are pursuing the purchase of the commercial building formerly occupied by Shopko at the intersection of 3500 South and 4800 West for use in our business operations.

We have operated in West Valley City since 2004 and we employee over 200 skilled individuals. Many of which live in West Valley City. Our growth has created a need for space to safely and securely store our completed product for distribution across the globe to our various clients. We also sell directly to consumers and plan on establishing that operation base in the same facility. There will be a showroom that can be visited by appointment.

In researching this building as an option, we have been made aware that our use will require a zone change. Below is the required information regarding the property and our request. We hope that you will recognize the value we bring to this great City, State and our Employees.

1. The current West Valley City General Plan classification is currently **Mixed Use**
2. The current West Valley City Zoning classification is **C-2 General Commercial**
3. We are requesting the General Plan Classification be changed to **Light Manufacturing**
4. We are requesting the Zoning Classification be changed to **Manufacturing.** Our reasoning for requesting a Manufacturing zoning classification rather than a Light Industrial zoning classification is one of our long term goals is to eventually establish a retail sales channel for our manufactured products. When this time comes we would be restricted from doing so in the Light Manufacturing zoning classification. We are willing to eliminate less desirable uses in the development agreement as listed below in bulled point 5f.
5. The property we wish to be included in the zone change currently consists of a vacant retail building with an approximately 95,000 sf. Footprint and a parking lot. Our proposed use will greatly reduce the traffic in the parking lot and provide opportunities for future more desirable development for the neighborhood. The building will be remaining relatively the same with minor adjustments to the dock and former nursery area to accommodate deliveries and employees better. Considering the current state and trend of retail development across the country we feel our occupancy and use will prevent further blight, and restore value to the property.
    a. We believe our plan just like our core business brings value to West Valley City and further enhances its general plan. The building's owner has made great efforts to secure a retail tenant to replace Shopko. The retail climate for big box stores is difficult at best and we are all aware this is nationwide and not unique to West Valley City. Our

plan allows for a building to return to operation in a non-intrusive use that will promote job growth and further development for this area of the city.

b. The adjacent land uses include residential to the north and east, commercial to the south and a school to the west. Our intended use will be less intrusive by to each of these uses by dramatically reducing traffic and limiting operations to traditional business hours Monday – Friday. Our presence and operations from the building will also clean up and prevent the illegal dumping and crime that has been an issue since the building was vacated.
c. The population served by our operations will be not be the general public. We are an at-risk subcontractor who manufactures fine wood products. We however plan to employ as many as 50 people at this location when operations are at their peak. We assume the employee patterns that occur at our existing operations will also apply meaning the majority of the employees will be residents of West Valley City.
d. We believe our use for the building will reduce transportation impacts from the previous occupant.
e. Our plan and use do not require any changes to the public facilities already established for this development.
f. Our primary reason for application on this property is its convenient location to our current operations on Double Eagle Circle. We have grown substantially since we moved our operations to West Valley City. Our requested uses for the building all fit within the Manufacturing Zone's approved uses, however we do not intend to use the building for the following approved uses:
    i. Alternative Financial Service Provider (Payday/Title Loans)
    ii. Bail Bonds Dealer
    iii. Cannabis Production Establishment
    iv. Commercial Raising, Grazing of Animals
    v. Detention Facility/Jail
    vi. Social Club/Night Club
    vii. Animal Kennel
    viii. Lingerie Store
    ix. Manufacturer of Alcoholic Products
    x. Massage Establishment
    xi. Medical Cannabis Pharmacy
    xii. Retail Tobacco Specialty Business
    xiii. Sexually Oriented Business
    xiv. Tobacco Oriented Business
    xv. Tattoo Establishment
    xvi. Taxicab Business

6. Our estimated development schedule is to complete the minimal building improvements and occupy by August/September of 2020.

Thank you for your consideration,

Joe Wixom
CEO/President
Fetzers' Inc.

From: mikekehoe@aol.com
To: Steve Pastorik
Subject: Re: Retail tenant list
Date: Thursday, February 6, 2020 12:49:23 PM

Steve,

This list was from Scott Brady and was about 9 months ago. I will also try to obtain a list from the new brokers working on the project over the last six months.

One property we might also want to reference is the West Point Center at 5400 S Bangerter Hwy in Taylorsville. Kmart (86k sf) and Albertsons (45k sf) both shut down there and they have sat vacant for over 10 years because the city has been unwilling to approve a rezone to adjust with the changing times. (this was based on review 9 months ago, so perhaps something has changed in the interim).

Here is a list of retailers contacted about the property:

WinCo
Macey's
Harmon's
Smith's Marketplace
Harmon's
Lucky's Market
Sprouts
Whole Foods
Trader Joe's
Walmart (Neighborhood Market)
Target
Rancho Markets
Asian City Supermarket
Harvest Fresh / Shun Fat Supermarket
The Liquidation Store
NPS
Costco
Big Lots
At Home
Floor & Decor
Dick's Sporting Goods
Ross
TJ Max
Sierra Trading Post
Hobby Lobby
Planet Fitness
VASA Fitness
Crunch Fitness
Xcel Fitness

Lifetime Fitness
Kid's Empire
Ken Garff Auto Dealership
Car Max
Larry H Miller Car Dealership
Standard Plumbing Supply
Lowe's
Home Depot
Harbor Freight Tools
Ace Hardware
Sutherlands
True Value
Savers
Goodwill
Desert Industries
RC Willey
Plasma & Dialysis Centers
Jump Around Utah
Wairhouse Trampoline Park
Get Air Trampoline Park
IFA
Cal Ranch
American Freight Furniture
Living Spaces
Ashley Furniture
The Warehouse Furniture Outlet
Bill's Mattress & Furniture
Discount Furniture Outlet
La Gatita

****

Mike Kehoe
c:503-706-8365

-----Original Message-----
From: Steve Pastorik <Steve.Pastorik@wvc-ut.gov>
To: mikekehoe@aol.com <mikekehoe@aol.com>
Sent: Thu, Feb 6, 2020 10:49 am
Subject: Retail tenant list

Hello Mike-

Sometime ago I recall seeing a list of potential retail tenants your broker contacted to try to fill the old Shopko building. If you still have this list could you please forward it to me so I can share it with the Planning Commission?

Steve Pastorik, AICP
Assistant CED Director/Planning Director
West Valley City
3600 Constitution Blvd.
West Valley City, UT 84119
801-963-3545

From: mikekehoe@aol.com
To: Steve Pastorik
Subject: Re: Retail tenant list
Date: Thursday, February 6, 2020 12:58:39 PM

Steve,

Some of these might be duplicates but this is another list from Scott Brady:

Azteca Indoor Bazaar
RueCo
NPS
Uhaul
Wasatch Storage
Tom Cook Multi Family Group
Moses Sanchez Flea Market
Hans Kuhlmann
Bach Homes
Ken Garff Dealership
Jason Wang – NewQuest Properties
CoPart – John Taylor
Spencer Wright – Wright Development
Chad Bessinger – J Fisher Companies
Rancho Markets – Eli Madrigal
Asian City/Ocean Mart
Liquidation Team
The Way Church
Standard Plumbing Supply
Brian Lang – Oak Ridge Greenhouse
Moses Sanchez – Undisclosed Grocer
Michelle Doong
Baker Morphy – Greenlaw Partners
Jason Larveger

In addition, I worked with a large group of memory care and assisted living developers to try and find a way to put together a successful project. All of them, which I believe was 9 or 10 companies turned down the project including Brad Miles at Western States.

Mike

****

Mike Kehoe
c:503-706-8365

-----Original Message-----

From: Steve Pastorik <Steve.Pastorik@wvc-ut.gov>
To: mikekehoe@aol.com <mikekehoe@aol.com>
Sent: Thu, Feb 6, 2020 10:49 am
Subject: Retail tenant list

Hello Mike-

Sometime ago I recall seeing a list of potential retail tenants your broker contacted to try to fill the old Shopko building. If you still have this list could you please forward it to me so I can share it with the Planning Commission?

Steve Pastorik, AICP
Assistant CED Director/Planning Director
West Valley City
3600 Constitution Blvd.
West Valley City, UT 84119
801-963-3545

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM MIXED USE TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4850 WEST 3500 SOUTH ON 3.89 ACRES.

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

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

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

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-1-2020, filed by Fetzers' Inc., and located at 4850 West 3500 South within West Valley City, is hereby amended by reclassifying the following described property from Mixed Use to Light Manufacturing. Said property is more particularly described as follows:

A portion of parcel #: 14-25-476-014:

A portion of Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof on file and of record in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at a point on the East line of said Lot 1 located N00°02'08"W along the Section line 551.35 feet and West 40.00 feet from the Southeast Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence S89°59'53"W 487.93 feet; thence N00°07'53"W 103.23 feet; thence S89°59'23"W 60.00 feet; thence N00°00'38"W

216.85 feet; thence N89°59'22"E 548.01 feet; thence S00°02'08"E 320.15 feet to the point of beginning.

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4850 WEST 3500 SOUTH ON 3.89 ACRES FROM C-2 (GENERAL COMMERCIAL) TO M (MANUFACTURING)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-1-2020, filed by Fetzers' Inc., and located at 4850 West 3500 South within West Valley City, is hereby classified from zone C-2 (General Commercial) to M (Manufacturing), said property more particularly described as follows:

A portion of parcel #: 14-25-476-014:

A portion of Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof on file and of record in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at a point on the East line of said Lot 1 located N00°02'08"W along the Section line 551.35 feet and West 40.00 feet from the Southeast Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence S89°59'53"W 487.93 feet; thence N00°07'53"W 103.23 feet; thence S89°59'23"W 60.00 feet; thence N00°00'38"W 216.85 feet; thence N89°59'22"E 548.01 feet; thence S00°02'08"E 320.15 feet to the point of beginning.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

GPZ-1-2020
Fetzers' Inc.
General plan change from mixed use to light industrial and zone change from C-2 (General Commercial) to M (Manufacturing).

Joe Wixom, CEO of Fetzers' Inc., has submitted a General Plan/zone change application for a 7.73-acre parcel located at 4850 West 3500 South. The property is currently zoned C-2 (general commercial) with a General Plan designation of mixed use (office and high density residential). The proposed zone is M (manufacturing) and the proposed General Plan designation is light industrial.

Surrounding zones include R-1-8 to the north, east and a portion of the west side and C-2 to the south and the remaining portion of the west side. Surrounding land uses include homes to the north, east and a portion of the west side, a charter school and vacant property for the remaining portion of the west side and commercial uses to the south. The subject property includes a vacant building of approximately 95,000 square feet that was formerly used as Shopko. Shopko vacated the building last year.

When Shopko was built in the late 80s a 20' space for landscaping was reserved north of the masonry wall along the north side because, at the time, a road was planned along the north property line. However, the road was not constructed adjacent to the north property line. Instead, a subdivision was constructed with the rear yards of lots adjoining the north property line. The decision was made by the City to allow the 20' area once planned for landscaping to be absorbed into the adjoining residential lots.

The applicant is proposing to utilize the existing building as a warehouse. Since the C-2 zone only allows up to 50% of a building to be utilized as a warehouse, the M zone is needed to facilitate the applicant's proposal. Included with this report is a letter from the applicant describing the proposed use as well as reasons to support this application. His letter also outlines uses that he is willing to prohibit in the development agreement. After reviewing the proposed list of prohibited uses and the applicant's description of the proposed use, staff is recommending that the only uses allowed beyond what is allowed in the C-2 zone should be warehousing and light industrial. In the zoning ordinance, light industrial "means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties."

In the applicant's letter he mentions that the current owner, Mike Kehoe, has tried unsuccessfully to secure retail tenants to fill the building. Included with this report are two emails from the owner that provide a list of tenants that were contacted.

The applicant also mentioned that traffic and parking for the proposed warehouse would be less than retail. The parking requirement for warehouse is 1 space/2,000 sq. ft. and 1 space /250 sq. ft. According to the Institute of Transportation Engineers, warehouse uses generate 3.56 trips/1,000 sq. ft. and retail generates 42.94 trips/1,000 sq. ft.

During the Planning Commission study session, the Commission expressed four concerns/questions. These four concerns are listed below along with a response from the applicant:

Planning Commission concern: Given the age and plainness of the building, is the applicant willing to make improvements beyond paint to enhance the appearance of the building?

Applicant response: We will be performing significant repairs to the building HVAC System, Roof, Fire Sprinkler and Electrical Systems that have been vandalized while the building is vacant. Due to the significant costs of repair our exterior improvements have been limited to removal of existing signage and a two-tone paint scheme with future signage based on partner occupants in the warehousing space. We are also planning on restoring all the existing landscape spaces on the parcel and maintain them as we do our other properties. We are exploring upgrades to the exterior lighting on the building and parking lot for security purposes as well.

Planning Commission concern: Light industrial uses could create a conflict with residential neighbors. If the Planning Commission recommended to the Council that the only use, they would be comfortable allowing beyond those already allowed in the C-2 zone is warehousing, would you still pursue the rezone?

Applicant response: We are still inclined to pursue the rezone, however there are some uses that we have outlined in our discussions that we would want to make sure are covered. We discussed the potential for breaking down store fixtures for our large clients recycling effort. This would be isolated to the interior of the building and would be done with hand tools. As our logistics hub there will also be instances requiring us to build crate or pallet for shipments arriving loose at the warehouse that need to be crated for specific needs at the job sites. We often accept finished products in large quantities and those crates/pallets are broken down into smaller quantities to be delivered to projects in an organized manner. There are also some occasions where we would preassemble some of the components like door hinges to doors or broken-down cabinet parts assembled with hand tools because of storage and layout space constraints on the job sites. I am not sure if this type of light assembly can be performed under warehousing without being in breach of our zoning or if keeping "Light Industrial" as the only other use beyond C-2 would allow for that. We are willing to concede on the commissary use, it was a thought we had of a community value like others done in Holladay and Sandy, but if that represents a concern for the commission, we are willing to go away from that.

Planning Commission concern: Given the proximity of residential uses, hours of operation are a concern. In the applicant's letter he mentions that the business will operate with "traditional business hours Monday – Friday". Is the applicant willing to limit the hours of operation in the development agreement?

Applicant response: We have researched several large retail establishments to determine their exterior operations timing (trucks coming and going) to make sure we can fit within that and even provide a reprieve for the neighbors who experienced the previous tenants. We have determined from those conversations the deliveries are often arriving all hours throughout a

24-hour period and the businesses often operate close to 24 hours when stocking of materials is included. We are willing to limit exterior use to 6 am to 8 pm Monday through Saturday. Our traditional operation hours will be 6 am to 3:30 Monday through Thursday and 6 am through 11 am on Friday. We occasionally have large rollout deliveries that require a Saturday presence, but this is typically limited to just a few Saturdays a quarter. We have a company policy that forbids work on Sunday.

Planning Commission concern: It doesn't seem necessary to rezone the entire parcel to M. Is the applicant willing to limit the area of the rezone to just the area needed for the warehouse?

Applicant response: We are willing to limit the rezone to just the building. We are willing to start the process of carving just the building and its surrounding access to M Zone request if that is valuable in getting the zoning approved.

If the Commission believes that this rezone is appropriate if the area of the rezone is reduced and the right development agreement restrictions are imposed, staff recommends that this application be continued to allow more time to work out the details.

Staff Alternatives:

1. Approval. This application should be approved subject to the following:

    a. The area of the General Plan/zone change shall be limited to the area needed for the warehouse and associated parking. The remaining area shall remain C-2.
    b. A development agreement should be required that includes the following standards:
        i. In addition to the uses allowed within the C-2 zone, the only other uses allowed are warehousing and light industrial. Light industrial uses shall be limited to the assembly and disassembly of products from pre-manufactured components. No sanding, cutting, painting or any other use that would require venting to the outside shall be allowed.
        ii. The entire exterior of the building shall be painted with two tone paint.
        iii. All existing landscaped areas shall be repaired or replanted to comply with City ordinances and prior approvals.
        iv. All loading and unloading shall occur between 6 AM and 8 PM, Monday through Saturday.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. Manufacturing zoning should not be placed adjacent to residential uses.

Discussion: Steve Pastorik presented the application. The applicant, Joe Wixom, stated that Fetzers' Inc. does lease other buildings and they would like to use the location in question to consolidate storage. Joe explained this would allow for more capacity at their central plant. Joe

explained that Fetzers' will be looking to parcel out the parking lot that is not needed for their location. Joe also explained this location would add approximately 50 new job opportunities for West Valley City. Commissioner Wood asked Joe where the employees would park. Joe explained most of the parking would be in the garden area. Commissioner Wood asked if Fetzers' is looking to have any customer's coming to this location. Joe explained this would not happen immediately; however, there has been talk about the addition of a showroom in the future.

Chairperson Meaders opened public comment. Eulogiu Alejande, who works at the Elementary School adjacent to the property in question, had a few concerns. Eulogiu wanted confirmation that if Fetzers' Inc. ended up selling the property the new owners would need to follow the development agreement. Eulogiu then added 13 additional standards he would like to see as part of the development agreement. Eulogiu does not feel a manufacturing zone would fit well in this location. Steve explained any future owner needs to abide by the development agreement standards.

Jake Swapp, property owner of a home to the east, then addressed the Planning Commission. Jake stated that the addition of a manufacturing zone across the street from his home would drive down the property value.

Jake explained that surrounding the property in question is a residential area with a school, dentist office, and restaurant. Jake feels that customers will not want to eat at a restaurant with large trucks coming and going. Jake also stated he does not want to live near a warehouse. Jake asked the Planning Commission to think about this warehouse being next to their homes and how they would feel. Commissioner Woodruff asked Joe if he lived there when Shopko was at this location. Jake said he did live there, and he liked Shopko in this location for ease of shopping. Steve explained that the current property owner has tried to backfill this location with retail stores i.e. grocery stores. Steve stated the challenge is the building is too big to fill with a retail business. Commissioner Fuller commented that he thinks the deliveries to Shopko would be more than to Fetzers'. Steve explained when looking at traffic for existing retail stores and warehouses, retail businesses overall traffic is significantly higher than a warehouse. Commissioner Lovato stated that he does not expect a higher impact with Fetzers' Inc. in this location as opposed to a retail store.

Motion: Commissioner McEwen motioned for approval of GPZ-1-2020 subject to the two staff conditions. Commissioner Lovato seconded the motion.

Vote:

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

Majority– GPZ-1-2020 – Approved

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Stonegate
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Fetzers' Inc.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Fetzers' Inc. to establish use restrictions and require certain improvements for property at 4850 West 3500 South.

BACKGROUND:

Joe Wixom, the President and CEO of Fetzers' Inc., has submitted an application (GPZ-1-2020) on property at 4850 West 3500 South to change the General Plan from general commercial to light industrial and the zoning from C-2 to M. If approved, Fetzers' Inc. intends to use the old Shopko building as primarily a warehouse with some secondary assembly and disassembly of furniture. The Planning Commission recommended approval of the application subject to a development agreement that includes use restrictions and requirements for certain improvements. The use restrictions are intended to protect neighboring residents from uses that could create conflicts such as heavy industrial uses like asphalt and concrete plants and outdoor manufacturing as well as other uses like towing and impound yards and vehicle recycling facilities.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FETZERS' INC. FOR APPROXIMATELY 3.89 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4850 WEST 3500 SOUTH.

WHEREAS, Fetzers' Inc. (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build a commercial development (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of_____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Western Flats, LC, a Utah limited liability company, and Fetzers' Inc., a Utah corporation (herein "Developer") for the land to be included in or affected by the project located at approximately 4850 West 3500 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 3.89 acres of real property located at approximately 4850 West 3500 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be

modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Fetzers' Inc. 6223 West Double Eagle Circle West Valley City, Utah 84118
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, 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 affirmed that he or she is the _____of Fetzers' Inc., and that said document was signed by him or her in behalf of said entity by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A portion of parcel #: 14-25-476-014:

A portion of Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof on file and of record in the office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at a point on the East line of said Lot 1 located N00°02'08"W along the Section line 551.35 feet and West 40.00 feet from the Southeast Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence S89°59'53"W 487.93 feet; thence N00°07'53"W 103.23 feet; thence S89°59'23"W 60.00 feet; thence N00°00'38"W 216.85 feet; thence N89°59'22"E 548.01 feet; thence S00°02'08"E 320.15 feet to the point of beginning.

Contains: 3.89 acres+/-

EXHIBIT B

DEVELOPMENT STANDARDS

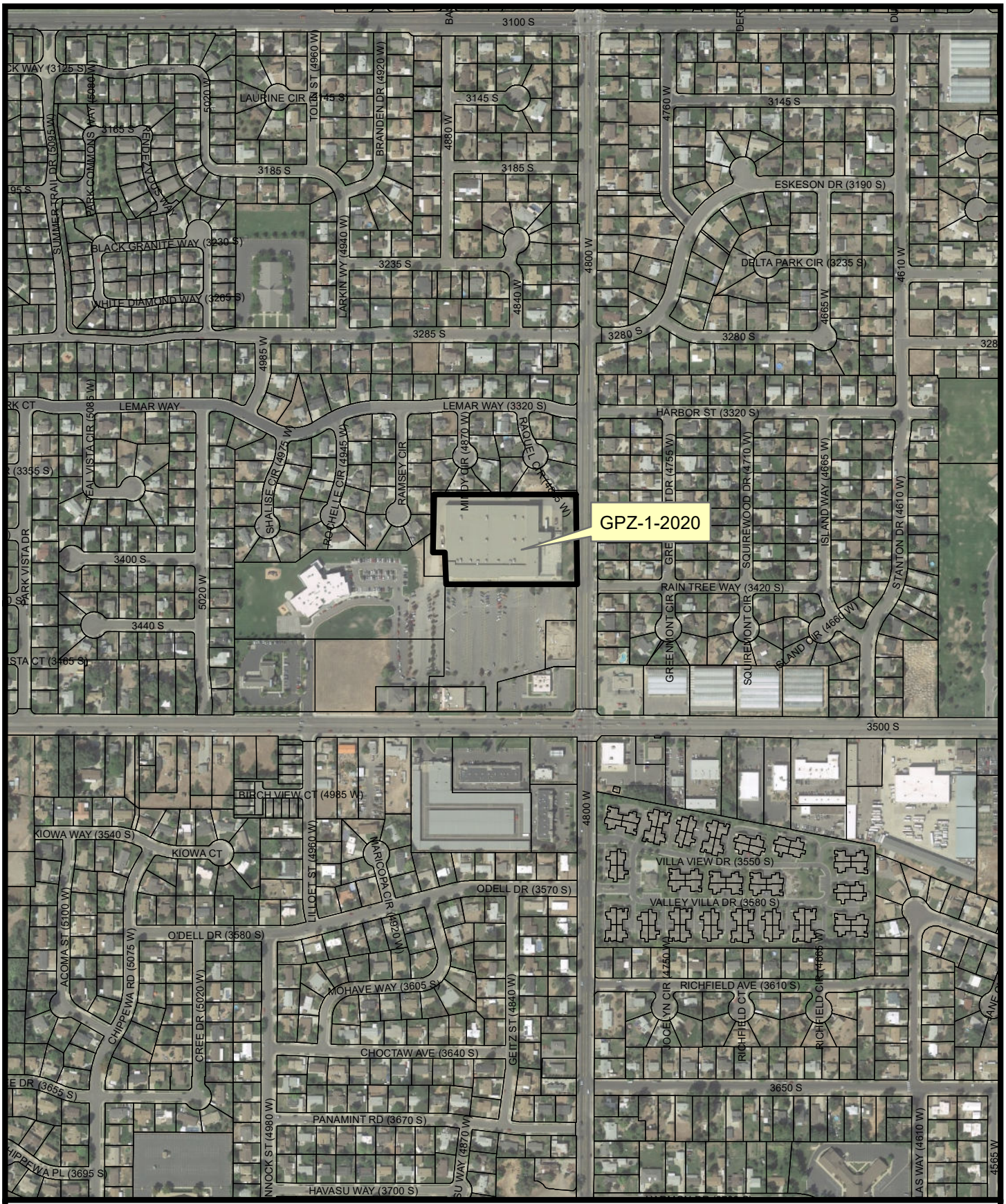
1. Only the following uses shall be allowed on the property:
    a. all uses allowed within the C-2 zone as outlined in Section 7-6-301 of the West Valley City Zoning Ordinance,
    b. warehouses as defined in Section 7-1-103 of the West Valley City Zoning Ordinance and
    c. light industrial as defined in Section 7-1-103 of the West Valley City Zoning Ordinance.

2. Light industrial uses shall be limited to the assembly and disassembly of products from pre-manufactured components. No sanding, cutting, painting or any other use that would require venting to the outside shall be allowed.

3. The entire exterior of the building shall be painted with two tone paint.

4. All existing landscaped areas shall be repaired or replanted to comply with City ordinances and prior approvals.

5. All loading and unloading shall occur between 6 AM and 8 PM, Monday through Saturday.



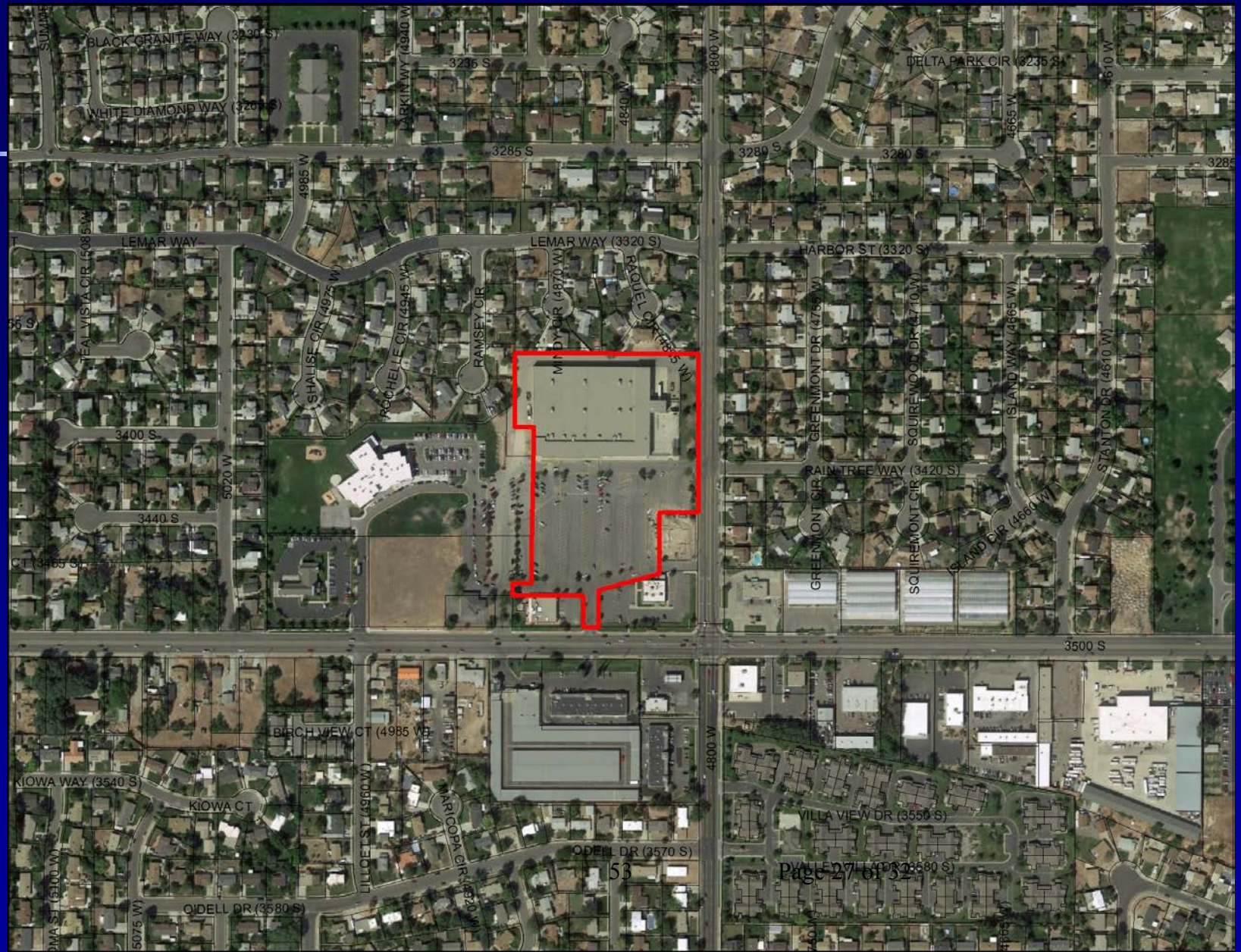
0 250 500 Feet

GPZ-1-2020
Fetzers' Inc.
4850 West 3500 South

N

GPZ-1-2020

Petition by **FETZERS' INC.** requesting a **general plan change** from Mixed Use to Light Manufacturing and a **zone change** from C-2 (General Commercial) to M (Manufacturing). The property is located at 4850 W 3500 S on 3.89 acres. (Staff - **Steve Pastorik** at 801-963-3545)



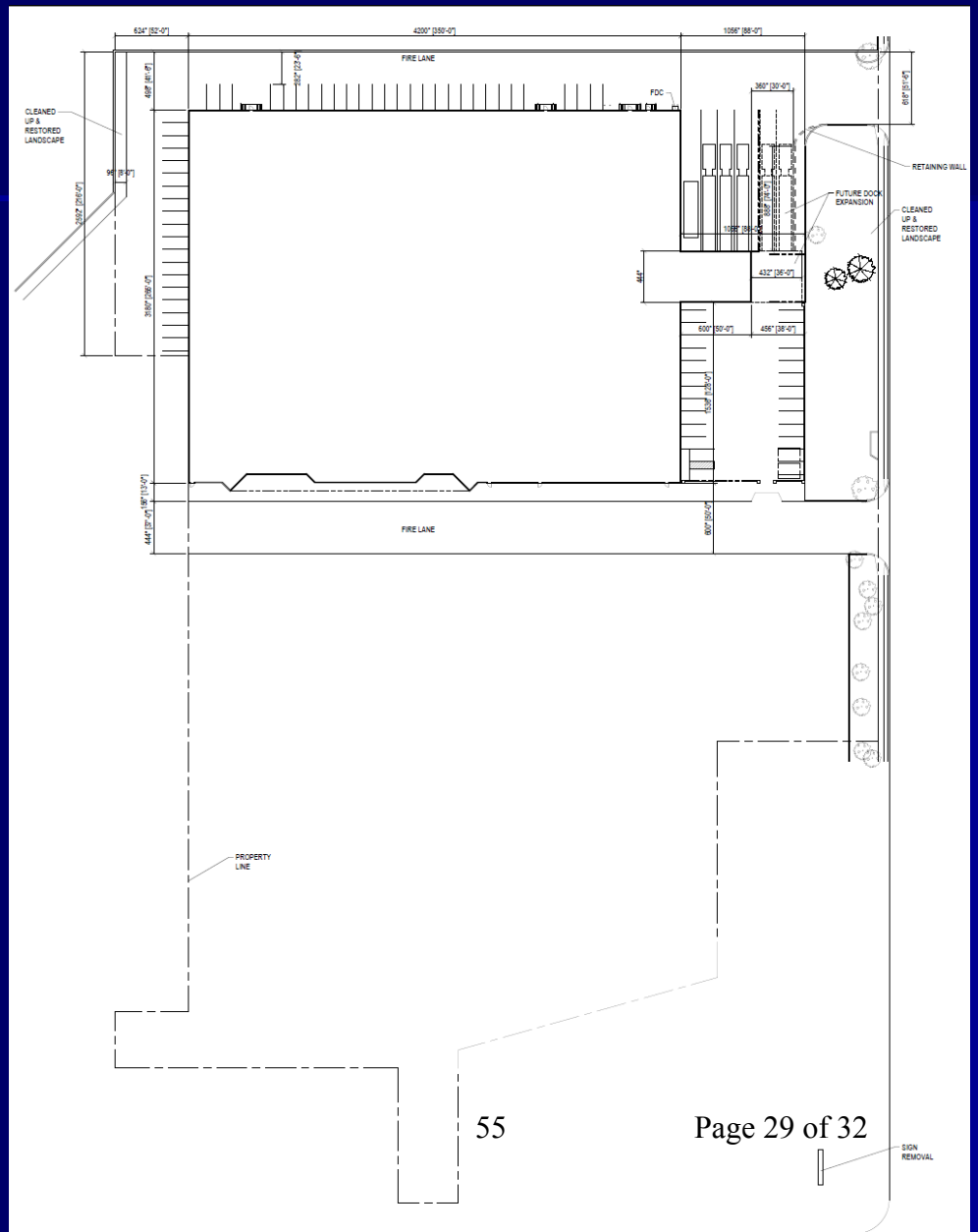
GPZ-1-2020

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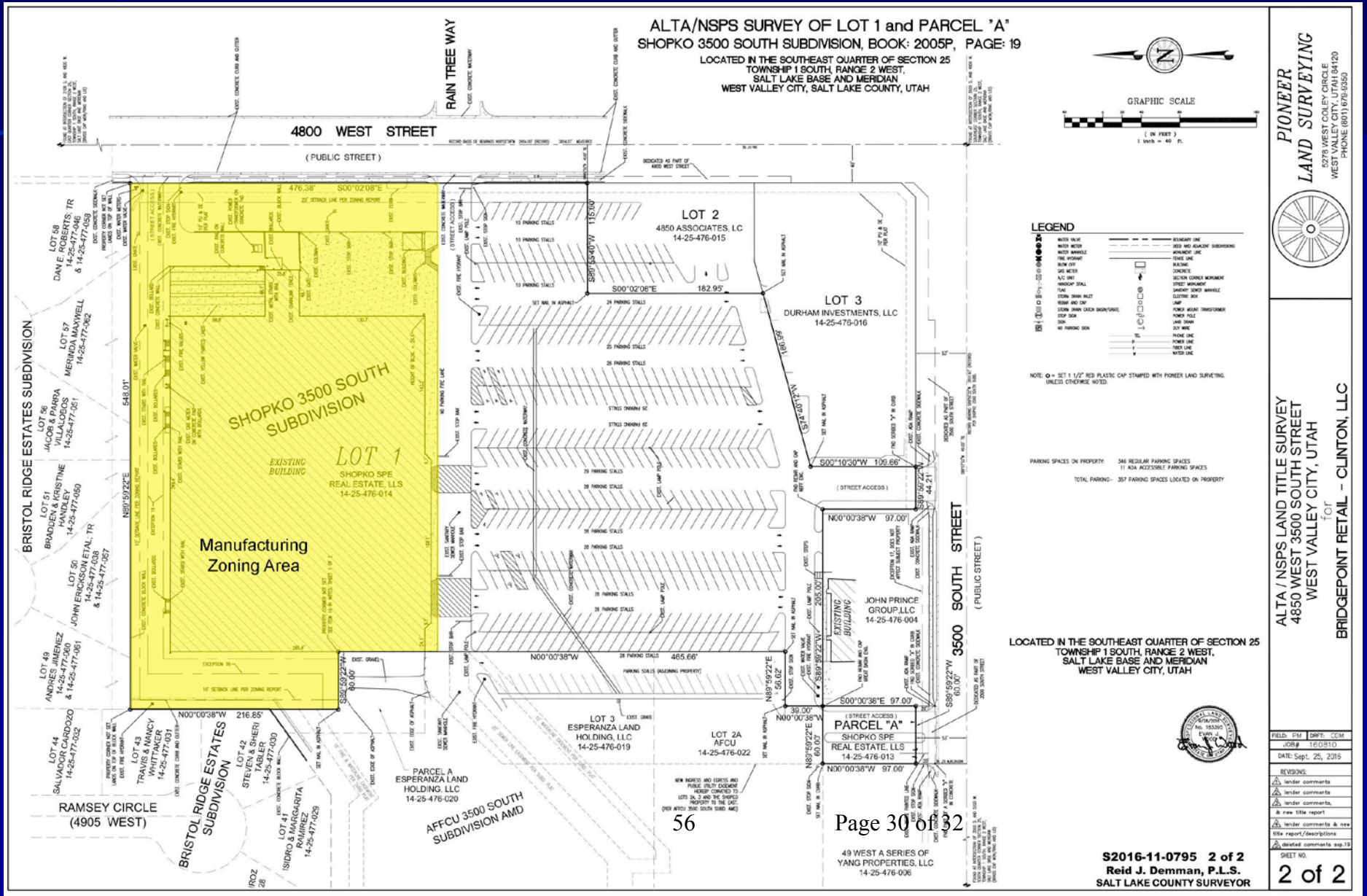
GPZ-1-2020

Petition by **FETZERS' INC.** requesting a **general plan change** from Mixed Use to Light Manufacturing and a **zone change** from C-2 (General Commercial) to M (Manufacturing). The property is located at 4850 W 3500 S on 3.89 acres. (Staff - **Steve Pastorik** at 801-963-3545)



GPZ-1-2020

Petition by **FETZERS' INC.** requesting a **general plan change** from Mixed Use to Light Manufacturing and a **zone change** from C-2 (General Commercial) to M (Manufacturing). The property is located at 4850 W 3500 S on 3.89 acres. (Staff - **Steve Pastorik** at 801-963-3545)



GPZ-1-2020

Petition by **FETZERS' INC.** requesting a **general plan change** from Mixed Use to Light Manufacturing and a **zone change** from C-2 (General Commercial) to M (Manufacturing). The property is located at 4850 W 3500 S on 3.89 acres. (Staff - **Steve Pastorik** at 801-963-3545)



Existing Exterior

GPZ-1-2020

Petition by **FETZERS' INC.** requesting a **general plan change** from Mixed Use to Light Manufacturing and a **zone change** from C-2 (General Commercial) to M (Manufacturing). The property is located at 4850 W 3500 S on 3.89 acres. (Staff - **Steve Pastorik** at 801-963-3545)



Future Exterior Option

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Hillsdale South
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Mountain America Credit Union (MACU).

SYNOPSIS:

This resolution authorizes a development agreement between the City and MACU to allow exceptions to the City Center Zone for a new credit union building at 2850 West 3500 South.

BACKGROUND:

MACU has acquired the property at 2850 West 3500 South to redevelop the site into a new credit union branch. The existing building on the site was a David Early Tire Center.

The City Center (CC) Zone allows the requirements of the Zone to be superseded by a development agreement. MACU is seeking two exceptions to the CC Zone requirements. The first exception allows metal panels, fiber-cement and tile as exterior materials. Metal panels were used on the Fairbourne Station Office Tower, Granger Medical and Embassy Suites. Fiber-cement was used on both apartment buildings within Fairbourne Station. In staff's opinion, tile is a good complimentary material given the design of the building.

The second exception allows the drive-through canopy to not meet the minimum building height requirements. Staff is supportive of this exception because the rest of the building meets the minimum height and the drive-through canopy is placed behind the rest of the building.

RECOMMENDATION:

Staff recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MOUNTAIN AMERICA FEDERAL CREDIT UNION FOR APPROXIMATELY 1.05 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2850 WEST 3500 SOUTH.

WHEREAS, Mountain America Federal Credit Union (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build a commercial development (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of_____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Mountain America Federal Credit Union, a Utah corporation (herein "Developer"), for the land to be included in or affected by the project located at approximately 2850 West 3500 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 1.05 acres of real property located at approximately 2850 West 3500 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be

modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Mountain America Federal Credit Union 9800 S. Monroe St. Sandy, Utah 84070
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, 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 affirmed that he or she is the _____of Mountain America Federal Credit Union, and that said document was signed by him or her in behalf of said entity by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-28-380-024

BEG 750 FT W & N 53 FT FR S 1/4 COR OF SEC 28, T 1S, R 1W, SL M; W 190 FT; N 241 FT; E 190 FT; S 241 FT TO BEG. 1.05 AC M OR L.

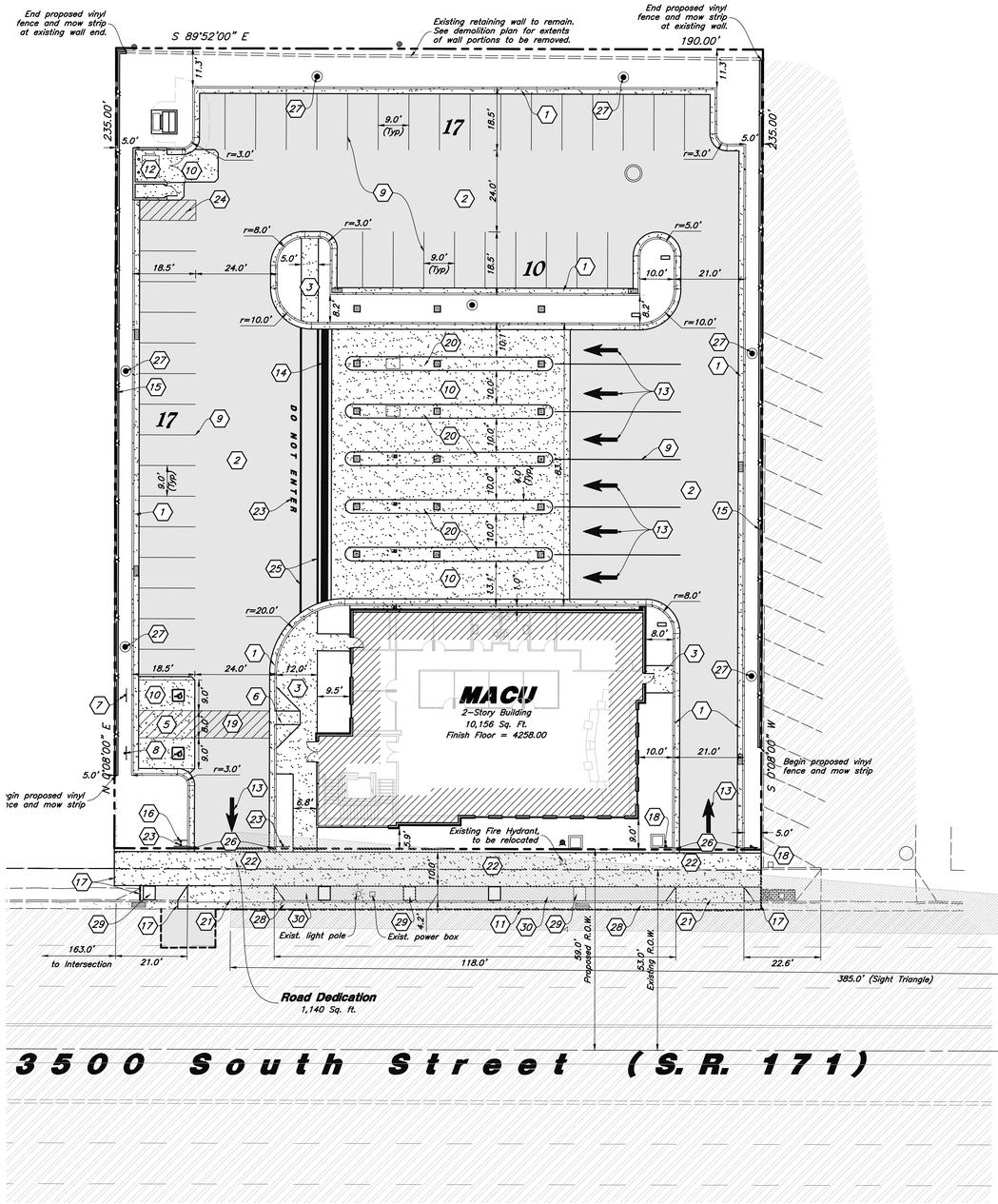
EXHIBIT B

DEVELOPMENT STANDARDS

As permitted in Section 7-6-403 of the Zoning Ordinance, the following exceptions are granted for this project:

1. Metal panels, fiber-cement and tile may be used as exterior materials.

2. The height requirements in Section 7-6-404 shall not apply to the drive-through canopy.



Scale: 1" = 20'

20' 0 20' 40'

Site Data

Site Area = 44,650 s.f. (1.025 ac.)
Landscape Area Provided = 8,582 s.f.
Impervious Area Provided = 30,521 s.f.
Building Area = 10,156 s.f (5,547 s.f for main floor)
Parking Required = 1/250 s.f. = 41 stalls
Parking Provided = 44 stalls

General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The 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 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.

Site Construction Notes

1. Const. 24" Curb & Gutter (1/C4.1)
2. Const. Asphalt Paving (2/C4.1)
3. Const. Conc. Sidewalk (4/C4.1)
4. Not used
5. Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) White Symbol & Border, Blue Background Contractor shall provide 15 mils min. thickness (See for Accessible Details and Notes) (3/C2.2)
6. Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (1/C2.2)
7. Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (5/C2.2)
8. Const. Accessible Van Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (5/C2.2)
9. Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness
10. Const. Conc. Paving (3/C4.1)
11. Remove existing curb and gutter, form new curb and gutter against edge of asphalt. Provide smooth clean edge. Alternate is to saw cut and remove 2.0' of asphalt.
12. Dumpster Enclosure (See Arch. Plans)
13. Const. Directional Arrows per MUTCD
14. Const. 24" White Stop Bar
15. Const. 6.0' vinyl fence with concrete mow strip (6/C4.1)
16. Const. Stop Sign per MUTCD R1-1
17. Conn. & Match Existing Improvements
18. Const. Entrance sign (See sign package)
19. Const. 8.0' wide painted pedestrian walk way.
20. Const. raised concrete drive-thru island (See Arch plans - 6" max height)
21. Const. drive approach per UDOT std. plan GW 3A (17/C4.3)
22. Const. concrete sidewalk per UDOT std plan GW 3A (17/C4.3)
23. Const. "Do Not Enter" sign (See sign package)
24. Const. 4" white striping 2.0' O.C. @ 45° Contractor shall provide 15 mils min. thickness
25. Const. 6" White Paint Stripe Contractor shall provide 15 mils min. thickness
26. Const. concrete curb transition (6/C4.1)
27. Light pole (for reference only). See site electrical plan.
28. Const. Type B1 curb and gutter per UDOT std. plan GW 2A (16/C4.3)
29. Const. tree grate per West Valley City
30. Const. concrete park strip per West Valley City
31. Transformer Pad. See site electrical plan.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

REV	DATE	DESCRIPTION

Designed by: DA
Drafted by: LC
Client Name:
Babcock Design Group
19-113sp

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 AWengineering.net

Site Plan

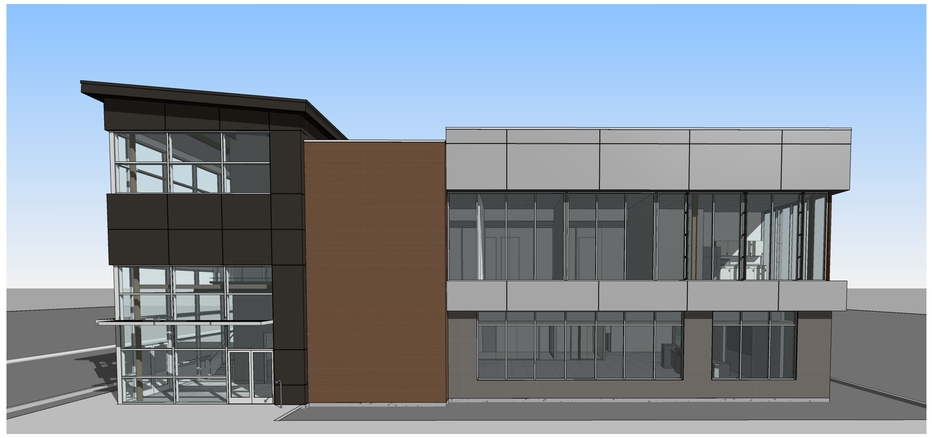
MACU West Valley
2850 West 3500 South
West Valley City, Utah

LICENSED PROFESSIONAL ENGINEER
NO. 265772
2-5-2020
DAVID G. ANDERSON
STATE OF UTAH

5 Feb, 2020

SHEET NO.
C1.1

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4 SOUTH ELEVATION



1 SOUTH EAST ELEVATION



5 SOUTH WEST ELEVATION



3 SOUTH WEST ELEVATION



2 NORTH EAST ELEVATION

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sheet information:

revisions:

num.	description	date

date:	2/7/2020
project number:	19078
project status:	SD

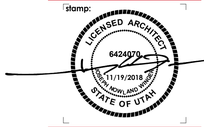
original drawing is 30" x 42"
current as of: 3/3/2020 4:17:32 PM

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project information:

WEST VALLEY BRANCH for
MOUNTAIN AMERICA CREDIT UNION

2850 WEST 3500 SOUTH
WEST VALLEY, UTAH 84119

sheet title:
3D VIEWS AND RENDERINGS

sheet number:
A901

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

ISSUE:

First Amended Interlocal Agreement of the Utah Municipal Risk Management Association.

SYNOPSIS:

This agreement will update provisions of the interlocal agreement governing URMMA membership.

BACKGROUND:

Since the creation of URMMA, the membership of the entity has changed and the circumstances confronting member entities have changed. The amended interlocal agreement updates the original agreement to take these circumstances into account. Significant changes include:

1) The renaming of the entity to "Utah Risk Management Agency" to account for non-municipality members.
2) Updated references to statutes amended since the adoption of the original agreement.
3) Clarifications to language concerning governmental immunity and nonwaiver of claims or defenses by members and the organization.
4) Formatting changes for clarity.

RECOMMENDATION:

Approve the First Amended Interlocal Agreement.

SUBMITTED BY:

Wayne Pyle
City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRST AMENDED AGREEMENT OF THE UTAH MUNICIPAL RISK MANAGEMENT ASSOCIATION.

WHEREAS, the City is a member of the Utah Municipal Risk Management Association; and

WHEREAS, the City entered into an interlocal agreement establishing the terms and conditions of membership of said entity; and

WHEREAS, it has become necessary to update certain provisions of said agreement governing membership within said entity; and

WHEREAS, an amended agreement has been prepared by and between the City and the members of the Utah Municipal Risk Management Association, a copy of which is attached hereto and entitled "First Amended Interlocal Agreement of the Utah Municipal Risk Management Association" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

FIRST AMENDED INTERLOCAL AGREEMENT OF THE UTAH MUNICIPAL RISK MANAGEMENT ASSOCIATION

THIS FIRST AMENDED INTERLOCAL AGREEMENT is made and entered into in the State of Utah by and among the Members of the Utah Municipal Risk Management Association, a political subdivision of the State of Utah, each of which hereby agrees to abide by the terms and conditions of this First Amended Interlocal Agreement.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 *et. seq.*, permits two or more Utah public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, to do anything they are each authorized by Statute to do; and

WHEREAS, Utah Code Ann. §11-13-203 provides that two or more Utah public agencies may enter into an agreement to approve the creation of a Utah interlocal entity to accomplish the purpose of their joint or cooperative action; and

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a local public entity may self-insure, purchase commercial insurance, or self-insure and purchase excess commercial insurance in excess of the statutory limits of this chapter against any action for which a governmental entity or its employee may be held liable; and

WHEREAS, Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys' fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon; and

WHEREAS, the governing bodies of the Members, by entering into the Interlocal Agreement creating the Utah Municipal Risk Management Association (hereinafter "the Interlocal Agreement") formed the Utah Municipal Risk Management Association and began operations on or about September 26, 1985; and

WHEREAS, the Members now desire to amend the Interlocal Agreement to make various changes, updates, corrections, and additions by approving and adopting this First Amended Interlocal Agreement of the Utah Risk Management Agency (hereinafter "First Amended Interlocal Agreement"); and

WHEREAS, the Members agree that unless specifically amended or altered in this First Amended Interlocal Agreement, all terms, provisions, and definitions included in the Interlocal Agreement remain valid and in full force;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, the parties mutually hereto agree as follows:

ARTICLE 1 (Definitions)

1.1. The following definitions shall apply to the provision of this Agreement:

a) "Agency" shall mean the Utah Risk Management Agency, in accordance with this First Amended Interlocal Agreement;
b) "Board of Directors" or "Board" shall mean the governing body of the Agency;
c) "Claims" shall mean demands made against the Agency or its Members arising out of occurrences which are within the scope of the Agency's Joint Protection Program, as developed by the Board of Directors;
d) "Excess Insurance" shall mean that insurance which may be purchased on behalf of the Agency to protect the funds of the Utah Risk Management Agency against catastrophes or an unusual frequency of losses during a single year;
e) "Executive Director" shall mean that person appointed by the Board of Directors, who is the chief executive officer of the Agency, and is responsible for, among other things, the management and administration of the Joint Protection Program of the Agency;
f) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Agency;
g) "Joint Protection Program" or "Program" shall mean the program establishing the risk protection provided for in the Interlocal Agreement and this First Amended Interlocal Agreement, of determining the amount of initial payments, of adopting a precise cost allocation plan and formula, of preparing pro forma financial statements of the Agency, and of determining the amount and type of excess insurance to be procured. Included within the term "Joint Protection Program" is the identification of exposures to accidental loss, reduction or limitation of losses to member properties and from injuries to persons or property caused by the operations of Members, and prudent funding of these risks. Where claims arise, the Agency will process or cause to be processed such claims, investigate their validity, settle or defend against such claims withing the financial limits of the risk management agreement, tabulate such claims, costs and losses and carry out other assigned duties. Also included within the "Joint Protection Program" is any other function necessary to the operation of the Program;
h) "Risk Coverage" shall mean and include joint protection through a funded program and/or any commercial insurance contract.

ARTICLE 2 (Purposes)

2.1. This Agreement is entered into by the Members in order to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of Members' losses, and to decrease the costs incurred by Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, the Utah Risk Management Agency, to administer a Joint Protection Program as provided herein, whereby Members will pool their resources to protect against losses and claims, jointly purchase excess insurance (if available) and obtain administrative and other services

including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

2.2. It is also the purpose of this First Amended Interlocal Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of Utah as may desire to become parties to this First Amended Interlocal Agreement and Members of the Agency, subject to approval by the Board of Directors.

ARTICLE 3 (Non-Waiver of Immunity)

3.1. The Members, in entering into this First Amended Interlocal Agreement, do not waive and are not waiving any immunity or limitation on liability provided to the Members or their officials, employees, or agents by any law, including but not limited to any such immunity or limitation appearing in the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 *et seq*. (2019, as amended).

ARTICLE 4 (Parties to Agreement)

4.1. Each party to this First Amended Interlocal Agreement certifies that it intends to and does contract with all other Members who are signatories of this First Amended Interlocal Agreement and, in addition, with such other Members as may later be added to and become signatories of this First Amended Interlocal Agreement pursuant to Article 23. Each party to this First Amended Interlocal Agreement also certifies that the deletion of any Member from this First Amended Interlocal Agreement shall not affect this First Amended Interlocal Agreement nor such party's intent to contract with the other Members to the First Amended Interlocal Agreement then remaining.

ARTICLE 5 (Term of Agreement)

5.1. The term of this this First Amended Interlocal Agreement shall become effective upon:

a) Submission, approval, and execution of this First Amended Interlocal Agreement by the Members, in accordance with Utah Code Ann. §11-13-202(2); and in accordance with Article 30 of the Interlocal Agreement; and
b) Filing the First Amended Interlocal Agreement with the person who keeps the records of each respective Member.

5.2. The term of this First Amended Interlocal Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, (2019, as amended) unless renewed or amended as permitted by law, or until the Members dissolve the Agency, as provided herein.

ARTICLE 6 (Creation of Agency)

6.1. The Utah Risk Management Agency, a separate and independent governmental organization, is hereby formed by interlocal agreement by Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq*. (2002, as amended).

ARTICLE 7 (Powers of Agency)

7.1. All powers of the Agency shall be exercised pursuant to the terms hereof, the By-Laws, and any governing laws. The Agency shall have the powers common to governmental entities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

a) To make and enter into contracts;
b) To incur debts, liabilities, or obligations;
c) To acquire, hold or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
d) To sue and be sued in its own name; and
e) To exercise all powers necessary and proper to carry out the terms and provisions of this First Amended Interlocal Agreement, or otherwise authorized by law.

ARTICLE 8 (Voting Rights of Members)

8.1. All votes of the Agency shall be by weighted vote. Each Member shall be entitled to one vote for each One Thousand Dollars ($1,000.00) of contribution paid by that Member for the Joint Protection Program coverage then in effect. The votes will be calculated and implemented effective July 1st of each year.

ARTICLE 9 (Liabilities and Obligations)

9.1. This First Amended Interlocal Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Agency, said performance may be offered in satisfaction of the obligation or responsibility.

ARTICLE 10 (Board of Directors)

10.1. The Agency shall be governed by a Board of Directors which shall be composed of a representative from each Member. Each Member of the Board of Directors shall be an elected or appointed official of the Member. The manner of filling vacancies on the Board of Directors, as well as the powers and responsibilities of the Chairman of the Board, are established in the By-Laws.

10.2. The Board of Directors may establish an Executive Committee and shall determine the number of members to serve on the Executive Committee; and may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate. The composition of, the manner of selection of, and the powers and responsibilities of the Executive Committee are established in the By-Laws.

10.3. In all matters voted upon by the Board of Directors, each member of the Board shall have and may cast the same number of votes as the Member that he or she represents is entitled to cast under Article 8 herein.

ARTICLE 11 (Powers and Duties of the Board of Directors)

11.1. The Board of Directors shall have the following powers and/or duties:

a) The Board of Directors shall appoint an Executive Director and any other officers as appropriate;
b) The Board of Directors shall determine and select a Joint Protection Program for the Agency;
c) The Board of Directors shall determine and select all necessary coverage, including excess insurance (if available), necessary to carry out the Joint Protection Program of the Agency;
d) The Board of Directors shall have authority to contract for or develop various services for the Agency, including, but not limited to, claims adjusting, legal services, loss control, and risk management consulting services;
e) The Board of Directors shall cause to be prepared the operating budget of the Agency for each fiscal year;
f) The Board of Directors shall have the authority to appoint committees;
g) The Board of Directors shall receive and act upon reports of appointed committees and of the Executive Director;
h) The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Agency, including the "borrowing" of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so "borrowed" according to this provision shall be reimbursed by the Agency for that employee's time spent or services rendered on behalf of the Agency;
i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the Agency;
j) The Board of Directors shall provide for the investment and disbursement of funds;
k) The Board shall receive and review periodic accountings of all funds of the Utah Risk Management Agency;
l) The Board of Directors shall have the authority to establish contributions by the Members;
m) The Board of Directors shall have the authority to establish criteria for new Members;
n) The Board of Directors shall have the authority to admit new members on such terms and conditions as it deems appropriate;
o) The Board may establish membership standards that promote commitment to the Agency's risk management requirements;
p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedures consistent with the By-Laws;

q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;
r) The Board of Directors shall have such other powers and duties as are necessary for the operation or dissolution and winding up of the Utah Risk Management Agency and for the implementation of the By-Laws subject to the limits of the First Amended Interlocal Agreement and the By-Laws.

ARTICLE 12 (Meetings of the Board of Directors)

12.1. The Board shall provide for its regular, adjourned regular, special, and adjourned special meetings.

12.2. Meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. However, at least one regular meeting should be held annually.

12.3. Meetings may be conducted by telephonic or other technological means of communication.

12.4. The Secretary of the Agency shall cause minutes of regular, adjourned regular, special, and adjourned special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

12.5. The presence of Board Members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A majority vote of the total votes entitled to be cast by Board members shall constitute action by the Board.

12.6. The frequency, format, method of voting, quorum requirements, and other rules governing Member meetings are established by the By-Laws of the Agency.

ARTICLE 14 (Officers, Agents, and Personnel of the Agency)

14.1. Executive Director. The Executive Director shall be appointed by the Board and shall have the general administrative responsibility for the activities of the Joint Protection Program. The Executive Director shall be the Chief Executive Officer of the Agency, and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the Agency and shall have such other and related duties as may be prescribed by the Board of Directors or the By-Laws.

14.2. Secretary. The Secretary shall be appointed by the Executive Director and shall be responsible for all minutes, notices, and records of the Agency and shall perform such other duties as may be assigned by the Executive Director.

14.3. Treasurer. The Treasurer shall be appointed by the Executive Director and confirmed by the Board. The duties of the Treasurer are set forth in Articles 17 and 18 of this First Amended Interlocal Agreement.

14.4. Legal Counsel. The Executive Director may select an attorney for the Agency who may be a Member's employee, or the Executive Director may employ independent counsel as the attorney for the Agency. The attorney shall serve at the pleasure of the Executive Director.

14.5. Other Officers, Agents, and Personnel. The Executive Director shall have the power to appoint such other officers, agents, and personnel as may be necessary in order to carry out the purposes of this First Amended Interlocal Agreement.

14.6. Terms of Office, Removals, and Resignations, Filling of Vacancies, etc. Terms of office, provisions for removal and resignation, and provisions for filling vacancies, etc. are established in the By-Laws.

ARTICLE 15 (Joint Protection Program Coverage)

15.1. The Joint Protection Program coverage provided for Members by the Agency may include protection for Personal Injury, Property Damage, Errors and Omissions, Comprehensive Liability, Property Insurance coverages, and such other types of coverage required by law or adopted by the Board of Directors.

15.2. The agency shall maintain a Joint Protection Program limit for Members determined by the Board of Directors to be appropriate. The Board of Directors may arrange for the purchase of insurance for Members interested in obtaining additional coverage above this limit, at additional cost and fees to those participating Members.

15.3. The Board of Directors may arrange for the purchase of any insurance deemed necessary to protect the funds of the Utah Risk Management Agency against catastrophes.

15.4. Each Member shall be required to purchase the Joint Protection Program coverages defined by the Board of Directors as the "core Joint Protection Program coverage package." The Agency may provide other coverage to Members in addition to the core Joint Protection Program coverage package.

15.5. The requirements of subsection (15.4) above may be waived by the Board at its option or, for the first year of membership of any Member; the requirements of subsection (15.4) above may be waived if that Member has otherwise purchased coverage.

15.6. The Board of Directors shall develop criteria for determining each Member's annual share of pooled losses, capitalization needs, expenses and contribution to a catastrophe fund which may include the Member's individual loss experience and such other criteria as the Board of Directors may determine to be relevant.

15.7. The annual calculation of the amount of estimated contributions for the up-coming fiscal year will be provided when requested by the Member organization.

ARTICLE 17 (Accounts and Records)

17.1. Annual Budget. The Agency shall adopt an operating budget annually, pursuant to Article 11.1(e) of this First Amended Interlocal Agreement.

17.2. Funds and Accounts. The Treasurer of the Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Board of Directors. Books and records of the Agency in the hands of the Treasurer shall be open to any inspection at all reasonable times by representatives of Members.

17.3. Treasurer's Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board.

17.4. Annual Audit. The Board of Directors shall provide for a certified, annual audit of the accounts and records of the Agency, which audit shall conform to generally accepted auditing standards. Such audit of the accounts and records made by a Certified Public Accountant(s) shall be open to any inspection at all reasonable times by representatives of Members. Any costs of the audit, including contracts with, or employment of Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Agency and shall be included within the term "administrative costs."

ARTICLE 18 (Responsibility for Monies)

18.1. The Treasurer of the Utah Risk Management Agency or his or her designee shall have the custody of and shall disburse the Utah Risk Management Agency's funds. The Treasurer shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the Executive Director.

18.2. A bond in the amount set by the Board of Directors will be required of personnel of the Utah Risk Management Agency consistent with Utah Statute. The cost of such bond will be paid by the Utah Risk Management Agency.

18.3. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Utah Risk Management Agency, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in this First Amended Interlocal Agreement.

ARTICLE 19 (Responsibilities of the Agency)

19.1. The Agency shall have the responsibility to:

a) Provide coverage as agreed upon and deemed necessary, including but not limited to a self-protection fund and commercial insurance, as well as excess coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;
b) Assist Members in obtaining insurance coverage for risks not included within the core Joint Protection Program coverage of the Agency;

c) Assist each Member's designated risk manager with the implementation of that function within the Member organization;
d) Provide certain services to Members as deemed appropriate;
e) Provide claims adjusting and subrogation services for claims covered by the Agency's Joint Protection Program;
f) Provide loss runs and other loss control information and services as deemed appropriate;
g) Provide for the defense of any civil action or proceeding brought against any officer, employee, board member, or other agent of the Agency, in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Agency; and
h) Act in all other manners deemed necessary and appropriate by the Board of Directors in order to carry out the purposes of this First Amended Interlocal Agreement.

ARTICLE 20 (Responsibilities of Members)

20.1. Each Member shall have the responsibility to:

a) Pay its contributions and any other assessments promptly to the Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date;
b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time;
c) Designate a voting representative and alternate for the Member meetings. A Member's voting representative must be an elected official, employee or officer of the Member organization, but may be changed from time to time. Each Member shall submit in writing the name of their voting representative and alternate to the Board of Directors;
d) Appoint an employee of the Member to be responsible for the risk management function within that Member organization and to serve as a liaison between the Member and the Agency as to risk management;
e) Provide the Agency with all information or assistance as may be necessary for the Agency to carry out the Joint Protection Program, which includes but is not limited to, reporting to the Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Member's accidental loss, and providing the Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties;
f) Allow the Agency reasonable access to all facilities of the Member and all records relating to the operation of the Agency;
g) Report to the Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the Agency being required to consider a claim against the Member, its agent, officer, or employees, or for casualty losses to the Member property within the scope of coverages undertaken by the Agency;
h) Allow attorneys or other persons designated by the Agency to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by the Agency;

i) Cooperate with and assist the Agency, the Agency's attorneys, claims adjusters, insurers of the Agency, and any other agent, employee, or officer of the Agency in all matters relating to the Agency, and comply with all By-Laws, rules and regulations adopted by the Board of Directors.

ARTICLE 23 (Membership)

23.1. New Members may become signatories to this First Amended Interlocal Agreement upon approval of the Board of Directors.

23.2. Members entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their contributions.

ARTICLE 24 (Withdrawal)

24.1. A Member which enters the Joint Protection Program may not withdraw as a party to this First Amended Interlocal Agreement and as a Member of the Agency for a one-year period commencing on the effective date of membership.

24.2. After the initial one-year noncancellable membership in the Program, a Member may withdraw only at the end of any fiscal year, provided it has given the Agency a twelve-month written notice of its intent to withdraw from this First Amended Interlocal Agreement and the Joint Protection Program.

24.3. Any Member who has formally provided its notice of intent to withdraw its membership in the Agency shall:

a) Not be able to rescind its withdrawal notice without the approval of the Board of Directors;
b) Pay or repay the Agency any monies owing to the Agency even though the Member has withdrawn or is withdrawing; and
c) Not serve as a member of the Executive Committee or any other Agency committees.

ARTICLE 25 (Cancellation)

25.1. The Agency shall have the right to cancel any Member's participation in the Joint Protection Program upon a two-thirds (2/3) vote of the entire Board of Directors, giving ninety (90) days written notice to that Member. Any Member so cancelled, on the effective date of the cancellation, shall for the purposes of Article 26 be treated as if it had voluntarily withdrawn.

ARTICLE 26 (Effect of Withdrawal)

26.1. The withdrawal of any Member from this First Amended Interlocal Agreement shall not terminate the First Amended Interlocal Agreement.

26.2. The withdrawal of any Member after the effective date of the Joint Protection Program shall not terminate that Member's responsibility to make any contributions or payments owing to the Utah Risk Management Agency.

ARTICLE 27 (Termination and Distribution)

27.1. This First Amended Interlocal Agreement may be terminated by the written consent of the Members having two thirds (2/3) of the voting rights of the Agency; provided, however, that this First Amended Interlocal Agreement and the Utah Risk Management Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Utah Risk Management Agency.

27.2. Upon termination of this First Amended Interlocal Agreement, all assets of the Agency shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 24 of this First Amended Interlocal Agreement, but not including Members cancelled pursuant to Article 25, in accordance with and proportionate to their contribution payments and property (at market value when received). The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this First Amended Interlocal Agreement has been finally disposed of;

27.3. The Board of Directors is vested with all powers of the Utah Risk Management Agency for the purpose of winding up and dissolving the business affairs of the Agency.

ARTICLE 29 (Notices)

29.1. Notices to Members hereunder shall be sufficient if delivered in writing to the designated representative of the respective Member, at the address provided.

ARTICLE 30 (Amendment)

30.1. The Interlocal Agreement and this First Amended Interlocal Agreement may be amended at any time by the written approval of all Members signatory to it.

ARTICLE 31 (Prohibition Against Assignment)

31.1. No Member may assign any right, claim, or interest it may have under this First Amended Interlocal Agreement, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, premium, contribution, or asset of the Utah Risk Management Agency.

ARTICLE 32 (Severability Clause)

32.1. In the event that any article, provision, clause, or other part of this First Amended Interlocal Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such

invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this First Amended Interlocal Agreement is expressly declared to be severable.

ARTICLE 33 (Liability and Indemnification)

33.1. The Board of Directors, officers and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties.

33.2. The Board of Directors, officers and employees shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by an agent, employee, or independent contractor selected with reasonable care.

33.3. The Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted by any other person.

33.4. The Board of Directors, officers, and employees shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder in accordance with Utah Statutes.

33.5. Funds of the Agency shall be used to defend and indemnify any member of the Agency's Board of Directors and/or any officer or employee of the Agency for actions taken by them in good faith within the scope of their authority for the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

ARTICLE 34 (Agreement Complete)

34.1. The foregoing constitutes the full and complete First Amended Interlocal Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended Interlocal Agreement by authorized officials thereof on the date indicated on the following pages:

_____
Jason Roberts, Brigham City

_____
Paul Bittmenn, Cedar City

_____
Brant Hanson, Centerville City

_____
David Dobbins, Draper City

_____
Adam Bowler, Enterprise City

_____
Shane Pace, Farmington City

_____
Joe Decker, Kanab City

_____
Alex Jensen, Layton City

_____
Cory Branch, Mapleton City

_____
Mark Johnson, Ogden City

_____
Jamie Davidson, Orem City

_____
Gary Whatcott, South Jordan City

_____
Seth Perrins, Spanish Fork City

_____
Duane Huffman, West Bountiful City

_____
Wayne Pyle, West Valley City

Item: _____
Fiscal Impact: $ 70,000.00
Funding Source: CIP
Account #: _____

Budget Opening Required: No

ISSUE:
A resolution authorizing Valley Glass Salt Lake, LLC to provide and install glass for the office remodel of the Finance and Accounting department.

SYNOPSIS:
Valley Glass Salt Lake, LLC is the lowest bid meeting the specs required to remodel the Finance Department. Pricing includes material and installation of glass for offices in the Finance and Accounting offices.

BACKGROUND:
The Finance Department is being remodeled to accommodate growth and operational changes and improving efficiency. New office reconfiguration, lighting, carpet and paint will be included in the remodel. The remodel will be paid from funds reserved in CIP for this project and was budgeted several years ago in an anticipation of the completion of other large capital projects within the city.

RECOMMENDATION:
Approval of resolution

SUBMITTED BY:
Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF GLASS AND INSTALLATION SERVICES FROM VALLEY GLASS SALT LAKE, LLC.

WHEREAS, West Valley City wishes to purchase glass and related installation services necessary for the remodeling of the Finance Department offices; and

WHEREAS, the City issued a solicitation for bids to provide said products and services; and

WHEREAS, Valley Glass Salt Lake, LLC was the lowest responsive and responsible bid; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize said purchase;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said glass and installation services from Valley Glass Salt Lake, LLC for an amount not to exceed $70,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening required:	No

ISSUE:

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT WITH WEST VALLEY CITY

SYNOPSIS:

Agreement with West Valley City and UDOT to permit the City to connect the city-owned parking lot to the main UDOT storm drain system on 3500 South.

BACKGROUND:

The City will need to connect to the UDOT drainage system near and around city-owned property, such as the old public safety building, the new police department headquarters, and north of said property. As part of the permitting process, we will need this agreement to connect the storm drainage of UDOT's main system on 3500 South.

RECOMMENDATION:

Approve the Utah Department of Transportation Drainage Agreement.

SUBMITTED BY:

Jake Arslanian, Facilities Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A DRAINAGE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE DRAINAGE OF THE PUBLIC SAFETY HEADQUARTERS.

WHEREAS, the City desires to connect the parking facility for the public safety headquarters to the drainage system on 3500 South (the "Project"); and

WHEREAS, the Utah Department of Transportation ("UDOT") is willing to permit the City to make said connection, contingent upon execution of an appropriate drainage agreement; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Utah Department of Transportation Drainage Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, UT 84114-8240

UTAH DEPARTMENT OF TRANSPORTATION DRAINAGE AGREEMENT

_____ County Tax ID No. _____

This Drainage Agreement made and entered into this____day of_____ 20___ between Utah Department of Transportation ("Department") and _____("Permitee"), who owns the property described in Exhibit A.

RECITALS

The Permittee (property owner) desires to construct a drainage system and a drainage connection within the Department Right of Way subject to the requirements and conditions described in the Permit.

Department's Policy 08A-06 requires the Permittee to sign the Drainage Agreement as part of the permitting process for a drainage connection.

The parties agree as follows:

(1) COMPLIANCE: Permittee must comply with the conditions in the permit and applicable state and federal statutes, regulations and rules. The Department may perform inspection of Permittee's drainage system to monitor compliance with the Permit and with state and federal statutes, regulations, and rules. Permittee grants the Department access to the Permittee's property for inspection or to perform any repairs to prevent damage to the Department's Right of Way. The Department's inspection does not relieve the Permittee of its responsibilities in meeting the Permit conditions. The Permittee is responsible for the Department's inspection costs. Permittee's responsibilities include:

a) Permittee is responsible for repairing and restoring any portion of the Department Right of Way and drainage systems located therein that may be damaged as a result of making the drainage connection or as the result of any subsequent drainage originating from the Permittee's property.

b) Permittee must not increase its drainage discharge into the Department's drainage system without the written permission of the Department.

c) A bonded contractor must apply for the required permit to install drainage systems in the Department Right of Way prior to the commencement of any such work.

d) The Permittee is responsible to obtain environmental clearances, permits, or other approvals from any other local, state or federal agency that may have regulatory jurisdiction or oversight.

(2) MAINTENANCE: Permittee's drainage system must at all times be maintained, repaired, constructed, and operated by and at the expense of the Permittee. The drainage system will be serviced without access from any interstate highway or ramp. The Department may notify the Permittee of any maintenance requirements if the Permittee fails to maintain the drainage system. The Department reserves the right, without relieving the Permittee of its obligations, to reconstruct or make repairs to the drainage system, as it may consider necessary, and the Permittee must reimburse the Department for its cost if the Permittee fails to comply with the Department's written notification and complete the required maintenance.

(3) FUTURE IMPACTS: The Department has the right to change its drainage system for any future transportation project. If the Department's drainage system is reconstructed or modified, the Department reserves the right to hold the Permittee responsible for the cost to reconnect to the Department's drainage system. The Department is not responsible for any costs the Permittee incurs due to the drainage system being reconstructed or modified.

(4) LIABILITY: Pursuant to R930-7-6(2)(b), the Permittee is required to guarantee satisfactory performance under this Permit. The Department may proceed against Permittee to recover all expenses incurred by the Department, its employees, or contractors in repairing the sections of roadway damaged by the Permittee or its drainage system, including the failure to restore the Right of Way to Department standards. The Permittee will be liable for all costs the Department incurs under this agreement.

The Permittee will indemnify, defend, and hold harmless the Department, its employees, and the State of Utah from responsibility for any damage or liability arising from Permittee's construction, maintenance, repair, or any other related operation of the drainage system pursuant to the Permit issued under this agreement.

The Permittee will not hold the Department liable for damages resulting from any back-up or flow into the Permittee's drainage system or property. The Permittee accepts all risks associated with the connection to the Department's drainage system. The Permittee is responsible for all liability resulting from the discharge of pollutants into the Department's drainage system from its property or drainage system.

(5) CANCELLATION OF PERMIT: Any failure on the part of Permittee to comply with the terms and conditions set forth in the Permit or this Agreement may result in cancellation of the Permit. Failure of the Permittee to pay any sum of money for costs incurred by the Department in association with inspection, reconstruction, repair, or maintenance of the drainage system may also result in cancellation of the Permit. Non-compliance with either the Permit or Agreement may result in the Department removing the drainage system and restoring the highway and Right of Way at the sole expense of the Permittee. The Department will notify the Permittee in writing prior to any cancellation, setting forth the violations, and will provide the Permittee a reasonable time to correct the violations to the satisfaction of the Department. The Department may order the Permittee to remove its drainage system if the violations are not corrected.

(6) SUCCESSORS AND ASSIGNS: All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in Exhibit A until the drainage connection is removed from the Department's Right of Way.

(7) MISCELLANEOUS:

a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.

b) This Agreement does not create any type of agency relationship, joint venture, or partnership between the Department and Permittee.

c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.

e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.

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

CURRENT PROPERTY OWNER/PERMITTEE			
Name Printed:		Signature:	

State of _____)
County of _____)
On this ___ day of _____, in the year 20____,
_____personally appeared before me and duly acknowledged to me that he/she executed this agreement as the current property owner of said property or was authorized to sign the agreement on behalf of the property owner. Witness my hand and official seal.

_____
(NOTARY SEAL) Notary Public

UTAH DEPARTMENT OF TRANSPORTATION – Region Permits Officer			
Name Printed:		Signature:	

State of Utah)
County of _____)
On this ___ day of _____, in the year 20____,
_____personally appeared before me, who duly acknowledged to me that he/she executed this agreement pursuant to the authority delegated to him/her for the Utah Department of Transportation. Witness my hand and official seal.

_____
(NOTARY SEAL) Notary Public

EXHIBIT A (Legal Description of Permittee's Property)

That certain real property located in Salt Lake County, Utah, and more particularly described as follows:

Parcel No. 1:

A parcel of land situate in the Northwest ¼ of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of which are described as follows:

Beginning in the Easterly right of way line of Market Street (2820 West) said point is 591.98 feet South 89 deg. 53'20" West along the section line and 182.99 feet South 00 deg. 00'20" West from the North quarter corner of said Section 33 (Note: Basis of bearing is South 89 deg. 53'20" West along the Northerly section line from the found monuments representing the Northerly quarter corner and the Northwest corner of said Section 33); and running thence North 89 deg. 53'20" East 119.96 feet; thence South 00 deg. 00'41" West 15.96 feet; thence North 89 deg. 53'20" East 142.00 feet; thence South 00 deg. 00'41" West 277.00 feet; thence South 89 deg. 53'20" West 248.93 feet to said Easterly right of way line of Market Street (2820 West); thence along said Easterly right of way line the following three (3) courses: 1) North 00 deg. 00'20" East 34.42 feet to the beginning of a non-tangent 466.66 foot radius curve to the right, 2) Northerly along the arc of said curve 110.42 feet through a central angle of 13 deg. 33'30" (Note: Chord for said curve bears North 06 deg. 46'24" West for a distance of 110.17 feet, and 3) North 00 deg. 00'20" East 149.12 feet to the point of beginning.

Parcel No.: 15-33-129-069-4001 and 15-33-129-069-4002

Parcel No. 1A:

Together with rights granted in that certain Reciprocal Easement Agreement recorded May 25, 1990 as Entry No. 4921420 in Book 6223, Page 2441, being described as follows:

Beginning at a point on the West line of 2700 West which is South 0 deg. 00'44" West along the quarter section line 228.00 feet and South 89 deg. 53'20" West 50.00 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89 deg. 53'20" West 280.00 feet; thence North 00 deg. 00'44" East 36.00 feet; thence North 89 deg. 53'20" East 18.00 feet; thence South 00 deg. 00'44" West 18.00 feet; thence North 89 deg. 53'20" East 262.00 feet to said West line of 2700 West Street; thence South 00 deg. 00'44" West 18.00 feet along said West line to the point of beginning.

Parcel No. 1B:

Together with rights granted in that certain Memorandum of Parking Structure Agreement dated August 28, 2019, and being recorded August 29, 2019, as Entry No. 13062306, in Book 10822, at Page 6694-6701, and relating to that certain Parking Structure Management and Use Agreement dated November 28, 2018 and First Amendment to Parking Structure Memorandum Agreement, dated August 28, 2019.

Parcel No. 1C:

Also, together with rights granted in that certain Memorandum of Skybridge License dated August 28, 2019, and being recorded August 29, 2019, as Entry No. 13062307, in Book 10822, at Page 6702-6708, and relating to that certain Skybridge License for Use of West Valley City Right of Way dated August 28, 2019.

EXHIBIT B

(include drainage plan showing state route, mile post and location of all drainage systems and drainage calculations)

March 5, 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.

March 2020

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 18, 2020 *Wednesday*	Granger Medical Clinic Dinner/Walkthrough; 5:30 PM 2965 W. 3500 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 1, 2020 *Wednesday*	Hump Day Buffet – Food Truck Kick-Off Event; Fairbourne Station, 3590 Market Street
April 4, 2020 *Saturday*	Census Festival, 12-7PM; UCCC
April 8, 2020 *Wednesday*	Shakespeare-in-the-Schools – Romeo & Juliet (4/8, 9, & 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	WVC Breakfast with the Bunny; WVCFFC, 5415 W 3100 S

Saturday

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 *Monday*	Utah State 6A Girls High School Championship; The Ridge, 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	Memorial Day – City Offices Closed

Monday

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 *Tuesday*	Chicago w/ Rick Springfield, 7:00 PM; USNAN, 5150 Upper Ridge Road
June 18-20, 2020 *Thursday-Saturday*	WestFest; Centennial Park, 5405 W 3100 S
June 20, 2020 *Saturday*	WVCFFC West Fest 5K & 10 K Run and Skate Competition; WVCFFC, 5415 W 3100 S
June 20, 2020 *Saturday*	WestFest WVC 40th Birthday Celebration, 5 PM; Centennial Park, 5405 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	Primary Election, West Valley City Hall- Polling Location

Tuesday	
June 30, 2020 *Tuesday*	Santana with Earth Wind and Fire, 7 PM; USANA, 5150 Upper Ridge Road

July 2020

July 1, 2020 *Wednesday*	WVC 40th Birthday Celebration (80's theme); West Valley City Hall, 3600 S Constitution Blvd.
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 7, 2020 *Tuesday*	WVC 40th Birthday Elected Officials Program and Celebration; West Valley City Hall, 3600 S Constitution Blvd.
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 *Thursday*	Face of Utah Sculpture Exhibit (7/16-8/26); UCCC, 1355 W 3100 S
July 17, 2020	WVCFFC Member Cardboard Boat Race, 7 PM; WVCFFC,

Friday	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 *Monday*	Winter Concert Series – TBD; UCCC, 1355 W 3100 S
December 7, 2020	WVCFFC Christmas Tree Lighting and Walk with Santa,

Monday	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