The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 5, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on May 5, 2020.

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. April 28, 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. 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 PUD-1-2019, Filed by Russell Platt, Requesting Final Plat Approval for the Cobalt Landing PUD Phase 2 Subdivision Located at 3579 South Redwood Road

Action: Consider Ordinance 20-19, Approve the Amendment of Parcels A, B, and C Cobalt Landing PUD

8. Resolutions:

A. 20-49: Adopt a Tentative Budget for the Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021; Set August 11, 2020 as the Date for a Public Budget Hearing

9. New Business:

A. Consider Application PUD-2-2019, Filed by Mark Garza, Requesting Final Plat Approval for the Erin Hills PUD Located at 3625 South 5600 West

10. Consent Agenda:

A. Reso. 20-50: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Robert and Evelyn Partner for Property Located at 3935 South Market Street

B. Reso. 20-51: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From The Terry Loring Nielson Trust and The Melissa Jolean Nielson Trust for Property Located at 4020 South Market Street

C. Reso. 20-52: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From The Berstein Family Trust for Property Located at 2721 West 3835 South

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – APRIL 28, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, APRIL 28, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director

OPENING CEREMONY

Councilmember Jake Fitisemanu conducted the Opening Ceremony. He indicated that today is National Superhero day and he would like to acknowledge and thank the first responders who are everyday heroes. He thanked healthcare workers, Police officers, and Fire Department workers for keeping us safe and flattening the curve.

APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 21, 2020

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The Council considered the Minutes of the Regular Meeting held April 21, 2020. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held April 21, 2020. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock thanked the Nichole Camac for clarifying discrepancies in ALJ GRAMA requests. Mr. Vesock stated the he is concerned about behind the scenes conversations and would like to part of budget discussions that are held with the City Manager.

Mayor Bigelow stated that he often speaks with the City Manager to clarify certain information and staff is constantly meeting together to discuss budget. He indicated that draft information is not released to the public but once documents become final, those are. Mayor Bigelow noted that the Council is continually sharing or expressing concern and ideas to the City Manager but added that there are never conversations held amongst the Council or staff where a quorum is present.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, agreed that any draft document is not released to the public. He noted that once the finished product is complete and provided to the Council, the public is available to view that as well. Wayne stated that the City is well aware of all laws and carefully follows open meeting requirements, along with any other restrictions and requirements.

C. **CITY COUNCIL COMMENTS**

Mayor Bigelow stated that he would like to potentially add a budget summary to the agenda next week. Wayne stated that this is a tentative budget and a more detailed budget message will be produced at a later date that provides more information.

RESOLUTION 20-44: APPROVE AN AMENDMENT TO A SUBGRANT AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY GOVERNING THE DISBURSEMENT AND USE OF HOME INVESTMENT PARTNERSHIP FUNDING

Mayor Bigelow discussed proposed Resolution 20-44 that would approve an amendment to a Subgrant Agreement between West Valley City and Salt Lake County governing the

DRAFT

disbursement and use of Home Investment Partnership Funding.

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

> Salt Lake County has notified West Valley City of an addition to their FY 2019-2020 HOME funds, in the amount of $100,000, to be used solely for the restoration of mobile homes knocked off their foundations by the earthquake, in the Kopper View and Western Estates Mobile Home Parks. West Valley City will administer an Emergency Critical Assistance Program using these funds.
>
> I. Housing Rehabilitation Programs (HCD19115) Total Budget
>
> | | | |
> |---|---|---|
> | a. Single-Family Housing Rehabilitation: | | $ 174,800.00 |
> | b. Rehabilitation Project delivery costs: | | $ 20,200.00 |
> | c. Mobile Home Restorations: | $ 100,000.00 | |
> | **Total** | | **$ 295,000.00** |
>
> The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to , Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).
>
> Salt Lake County has entered into a sub-grant agreement with West Valley City, as member of the Salt Lake County HOME Consortium, to operate housing rehabilitation programs for the FY 2019-2020. Due to the destruction in the Kopper View and Western Estates Mobile Home Parks, Salt Lake County Mayor Jenny Wilson approved March 18, 2020 earthquake, Salt Lake County approved an additional $100,000 in HOME funds for West Valley City, to assist in providing critical restoration of the mobile homes knocked off of their foundations and closed to occupancy. The funding is restrictive allowing only certain repairs or remediation activities to occur.

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

Councilmember Lang moved to approve Resolution 20-44.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-45: AUTHORIZE THE CITY TO PROCURE CERTAIN REPAIR SERVICES FROM BOSNA CONSTRUCTION, INC

Mayor Bigelow discussed proposed Resolution 20-45 that would authorize the City to procure certain repair services from Bosna Construction, Inc.

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

> On March 18th, Reaveley Engineers sent Dorian Adams to the Maverik Center to prepare a Post-earthquake Structural Observation Report. Mr. Adams was on site less than 5 hours after the earthquake. No structural damage noted however aesthetic or superficial concrete and drywall damage was noted throughout the venue. This comprises a majority of the damage incurred as most of the other items noted could be repaired by venue staff or our usual vendors based upon the scope of work needed. Bosna Construction, Inc. submitted the most competitive responsive and responsible proposal to perform the work.

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

Councilmember Buhler moved to approve Resolution 20-45.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes

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Mayor Bigelow Yes

Unanimous.

RESOLUTION 20-46: AUTHORIZE CHANGE ORDER NO. 2 TO THE CONTRACT WITH ACME CONSTRUCTION FOR THE 2700 WEST IMPROVEMENTS PROJECT

Mayor Bigelow discussed proposed Resolution 20-46 that would authorize change order No. 2 to the Contract with Acme Construction for the 2700 West Improvements Project.

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

> Acme Construction is currently improving 2700 West, between 3500 South and 4100 South. This section of road is the primary access for the Valley Fair Mall, Fairbourne Station and City Hall, and is a very important transportation facility to the city.
>
> The existing pavement condition is very poor, and as part of the work on the project, Acme is contracted to rotomill 4-inches of existing asphalt and repave with 4-inches of new asphalt.
>
> Due to the high-profile nature of this arterial, the Public Works Department is proposing to change the pavement design and include fiber reinforced asphalt pavement in the top two inches of asphalt.
>
> The addition of aramid fiber reinforced asphalt will help to reduce reflective cracking through the asphalt surface by increasing the tensile strength in the upper pavement layer. This change will add pavement life to this important segment of roadway.

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

Councilmember Christensen moved to approve Resolution 20-46.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu Yes
Ms. Lang Yes

DRAFT

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 20-47: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT WITH AND FROM THE KENNETH LEE ALLEN AND ARLENE F ALLEN LIVING TRUST FOR PROPERTY LOCATED AT 3857 SOUTH LEE MAUR STREET**

Mayor Bigelow discussed proposed Resolution 20-47 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement with and from the Kenneth Lee Allen and Arlene F Allen Living Trust for property located at 3857 South Lee Maur Street.

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

> A Perpetual Easement over a portion of the Kenneth Lee Allen and Arlene F. Allen Living Trust, dated the 9th day of February, 2015 parcel located at 3857 S. Lee Maur Street is being acquired as part of the 2700 West Improvement Project, scheduled to be constructed in 2019. 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 City had previously acquired a Perpetual Easement for the wall from Kenneth Lee Allen and Arlene F. Allen Living Trust. Unfortunately, the contractor built a portion of the wall outside of the existing Perpetual Easement creating the need for an additional Perpetual Easement. Compensation for the additional is $200.00. Costs for the additional easement will be deducted from future payments to the contractor.

B. **RESOLUTION 20-48: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT WITH AND FROM JOSEPH BIGELOW AND JACOB COLEMAN FOR PROPERTY LOCATED AT 3867 SOUTH LEE MAUR**

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STREET

Mayor Bigelow discussed proposed Resolution 20-48 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement with and from Joseph Bigelow and Jacob Coleman for property located at 3867 South Lee Maur Street.

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

> A Perpetual Easement over a portion of the Joseph Bigelow and Jacob Coleman parcel located at 3867 S. Lee Maur Street is being acquired as part of the 2700 West Improvement Project, scheduled to be constructed in 2019. 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 City had previously acquired a Perpetual Easement for the wall from Joseph Bigelow and Jacob Coleman. Unfortunately, the contractor built a portion of the wall outside of the existing Perpetual Easement creating the need for an additional Perpetual Easement. Compensation for the additional is $350.00. Costs for the additional easement will be deducted from future payments to the contractor.

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

Councilmember Fitisemanu moved to approve Resolution 20-46.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

DRAFT

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, APRIL 28, 2020 WAS ADJOURNED AT 6:49 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, April 28, 2020.

_____
Nichole Camac, CMC
City Recorder

DRAFT

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

ISSUE PAPER:

PUD-1-2019 – Cobalt Landing PUD Phase 2

SYNOPSIS:

Applicant:	Russell Platt
Proposal:	Final Plat Approval
Location:	3579 South Redwood Road
Zoning:	RM & C-2
Acres:	9.6
U/A	12

BACKGROUND:

Mr. Russ Platt, is requesting final plat approval for the second phase of the Cobalt Landing PUD. The subject property was rezoned in the fall of 2016 from the M Zone to the RM Zone. A portion of this phase was rezoned in June 2018 from the C-2 zone to the RM zone. Property adjacent to Redwood Road retained the C-2 designation.

This application will amend Parcels A, B, and C of the Cobalt Landing PUD and will provide an additional 27 residential units to be constructed to the west of first phase of Cobalt Landing PUD. The second phase of this project also reduces the originally planned commercial spaces. The overall density of this project will be 11.78 units per acre.

Proposed townhomes will be a combination of 2 and 3 story units. Based on the development agreement approved by the City Council, the square footage of town homes in this phase will increase from 1800 square feet to 1900 square feet, with basements being proposed for all units.

The project has been laid out so that all units will have parking in front of the unit. This totals 108 spaces for the 27 units. As a reminder, the Cobalt Landing PUD has a parking ratio of 3.9 parking spaces per unit. As with the first phase, units will be accessed from a private drive court, with fronts of the units facing a common courtyard.

The architecture for this project is very urban and will follow the same design as those built in the first phase. The materials will be stone, cement board and stucco. Interior features include 9-foot ceilings and solid surface countertops. All townhome units will include a ground level patio, balcony and roof top deck.

Access to the subdivision will be gained from a private road extending east off Redwood Road. Since the project is less than 100 units in size, a single point of access is allowed without a secondary access.

The overall open space requirement is 50%. The proposed project sits at approximately 43%. However, in the previous phase, staff did allow the roof top deck to count towards meeting the open space requirements. As mentioned previously, these units have a ground level patio, a balcony, and a roof top deck for outside use. The percentage used in this phase is roughly proportional to the same consideration that was offered in the first phase.

During the review of the first phase, the developer agreed to install fencing along the north and south sides of the project. Now that the residential portion of this development is extending to the west, staff believes that fencing should continue along the north and south boundaries to meet up with the recently installed fence separating the residential and commercial properties. Fencing materials would match the existing fence type.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF PARCELS A, B, AND C COBALT LANDING PUD.

27 Units & 2 Parcels

WHEREAS, the City is in receipt of petition PUD-2-2019 proposing an amendment to Parcels A, B, and C of the Cobalt Landing PUD located at approximately 3579 South Redwood Road; and

WHEREAS, the purpose for the application is to provide an additional 27 residential town home units within the Cobalt Landing PUD; and

WHEREAS, proper notice was given and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the plat amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to Parcels A, B, and C of the Cobalt Landing PUD located at approximately 3579 South Redwood Road and as shown in Petition PUD-1-2019 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PUD-1-2019
Cobalt Landing PUD Phase 2 - (Amending Parcels A, B, and C Cobalt Landing PUD)
3579 South Redwood Road
RM & C-2 Zones
27 Units & 2 Parcels

BACKGROUND

Mr. Ben Logue, representing the property owner, is requesting preliminary approval for the second phase of Cobalt Landing PUD. This application will also amend Parcels A, B, and C of the Cobalt Landing PUD. A portion of the subject property was recently rezoned from the C-2 Zone to the RM Zone. This zone change allows for an additional 27 residential units to be constructed to the west of recently completed town home units. The subject property is bordered on the north and south by commercial uses, and the east by the original Cobalt Landing PUD.

STAFF/AGENCY COMMENTS:

Public Works Department:

- Authorization required of ditch/water users for any abandonment, relocation, piping or any other modifications to existing ditches or irrigation structures.
- Contact Salt Lake County Auditor's Office for approval of street names and subdivision names.
- The vacation of the existing sidewalk easement in favor of units 101-172 will necessitate a consent to record document from those persons already occupied within the Cobalt Landing PUD.
- Revisions to plat required.
- Flood control issues to be coordinated with Public Works and UDOT.

Utility Companies:

- Standard Utility Easements required.

Granger Hunter Improvement District:

- Project is subject to all GHID requirements and design standards.

Fire Department:

- Proposed fire hydrant locations need to be shown on subdivision plat.
- Project shall meet all provisions of Fire Code relating to this type of development.
- Project qualifies for one access as the project is less than 100 units in size.

Building Division:

- Will require a soils report if the original report did not address residential development in this phase of the project. The report shall address all aspects of the project site including the fill material similar to the original report.

ISSUES:

The original Cobalt Landing Planned Unit Development consisted of 72 residential units and 3 large commercial parcels. The second phase of this project expands the town home development to the west by shrinking the commercial area. The overall density based on this new concept will be 11.78 units per acre.

As part of the amended development agreement to allow the additional residential development, the applicant has agreed to the following:

- Reducing the number of commercial buildings from 3 to 2.
- Changing the elevations for the 2 remaining commercial buildings
- Increasing the minimum townhome size from 1,800 to 1,900 square feet
- Adding finished basements to all townhome units (498 SF for 2 story units and 322 SF for 3 story units)
- Increasing the number of townhome units with rooftop patios.
- Changing the elevations for the townhome units

Proposed townhomes will be a combination of 2 and 3 story units. Staff is discussing a concern about the height of the westernmost units at the present time. We are suggesting that the developer provide variation in height adjacent to the commercial properties. As mentioned earlier, the size of the town homes will increase to 1900 square feet, and basements are proposed for all units.

The project has been laid out so that all units will have parking in front of the unit. This totals 108 spaces for the 27 units. As a reminder, the Cobalt Landing PUD has a parking ratio of 3.9 parking spaces per unit. As with the first phase, units will be accessed from a private drive court, with fronts of the units facing a common courtyard.

The architecture for this project is very urban and will follow the same design as those built in the first phase. The materials will be stone, cement board and stucco. Interior features include 9-foot ceilings and solid surface countertops. All townhome units will include a ground level patio, balcony and roof top deck.

Setbacks for this project are per the site plan. The north and south setbacks will be 10 feet and the setback adjacent to the private street will be a minimum of 15 feet. The original project included a sidewalk extending from the residential portion out to Redwood Road. This phase will include the sidewalk to ensure that good pedestrian access is available.

Access to the subdivision will be gained from a private road extending east off Redwood Road. Since the project is less than 100 units in size, a single point of access is allowed without a secondary access.

The overall open space requirement is 50%. The proposed project sits at approximately 43%. However, in the previous phase, staff did allow the roof top deck to count towards meeting the open space requirements. As mentioned previously, these units have a ground level patio, a balcony, and a roof top deck for outside use. The percentage used in this phase is roughly proportional to the same consideration that was offered in the first phase.

An entry feature is proposed for the overall project. The original site plan had the entry feature where the residential portion of the project started. However, with this new phase, the entry feature would not be located at the "entry" to the project. Staff is working with the developer to see if a better location exists for this feature. This will be determined prior to final plat review.

During the review of the first phase, the developer agreed to install fencing along the north and south sides of the project. Now that the residential portion of this development is extending to the west, staff believes that fencing should continue along the north and south boundaries to meet up with the recently installed fence separating the residential and commercial properties. Fencing materials would match the existing fence type.

STAFF ALTERNATIVES:

A. Grant preliminary approval for the 2nd phase of the Cobalt Landing PUD (Amending Parcels A, B, and C of the Cobalt Landing PUD) subject to the following conditions:

   1. That the developer resolve all staff and agency concerns.

   2. That the Planned Unit Development be subject to the multiple family design standards outlined in the City ordinance, and the development agreement negotiated during the rezoning process. This includes a full interconnected sidewalk system that leads out to Redwood Road.

3. That a soils report be prepared if the original report did not address residential on this portion of the project site.

4. That the developer provide an overall landscape plan to be reviewed during the first phase of the final plat process. Said landscaping plan shall provide measures to ensure water conservation techniques will be used in accordance with City ordinances.

5. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.

6 That the subdivision name and street names be approved by the Salt Lake County Auditor's Office.

7. That building setbacks and height be in accordance with the site plan reviewed by the Planning Commission on July 31, 2019.

8. That specialty lighting be provided throughout the entire development. Said lighting will be reviewed during the final plat.

9. That the entry feature required as part of the development agreement be resolved prior to final plat review.

10. That a vinyl fence be installed along the north and south boundaries similar to that already installed. Said fencing shall be installed where vinyl fencing does not presently exist.

B. Continuation, to allow the developer to address issues raised during the Planning Commission hearing.

Applicant:
Ben Logue
1559 West 3860 South
West Valley City, UT 84119

Motion: Commissioner McEwen moved to approve PUD-1-2019 subject to the ten conditions listed in the staff report. The motion was seconded by Commissioner Winters and passed unanimously.

Vote:

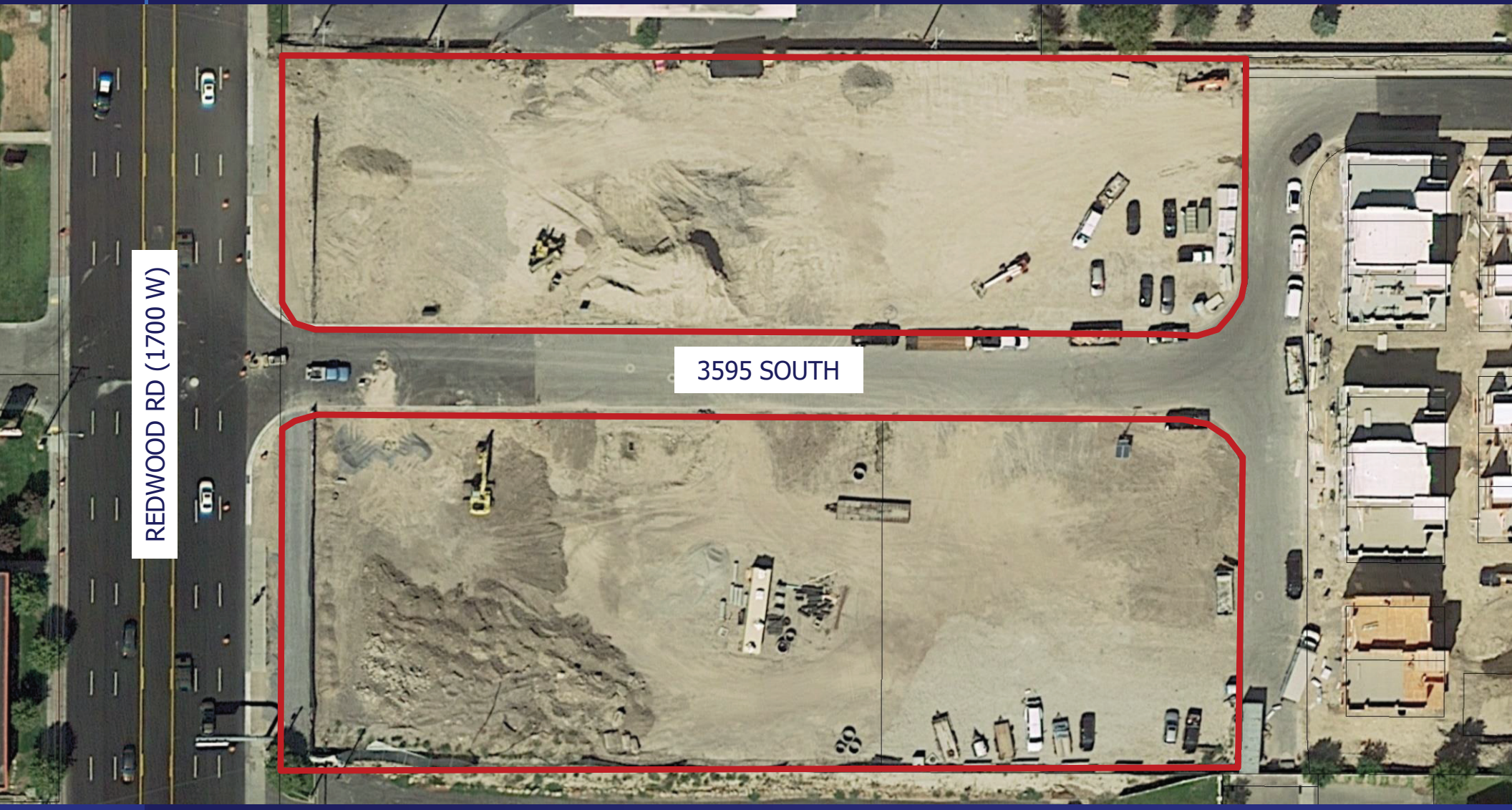
Commissioner Fuller	Yes
Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Porter	Yes
Commissioner Winters	Yes
Commissioner Wood	Yes

Unanimous – PUD-1-2019 – Approved

PUD-1-2019 Ben Logue is requesting a plat amendment for Parcels A, B, and C of the COBALT LANDING PUD. The proposed subdivision will reduce the size of Parcels A and B, will vacate parcel C, and will provide lots for 27 new residential townhomes. The property is located at 3595 South Redwood Road, is zoned RM (Multiple Unit Dwelling Residential) and C-2 (General Commercial) and consists of approximately 3 acres. (Staff - Steve Lehman at 801-963-3311)

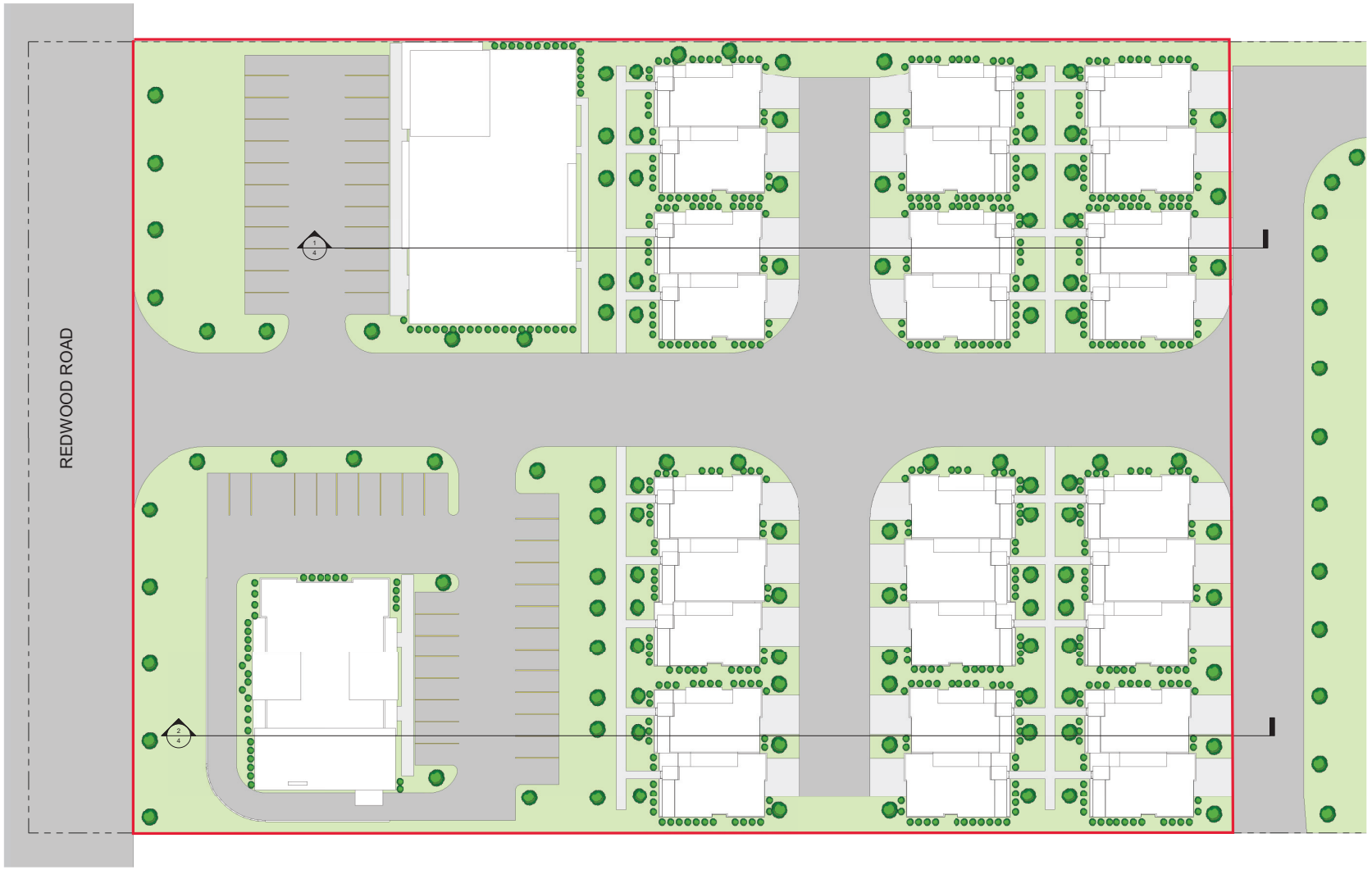


PUD-1-2019 Ben Logue is requesting a plat amendment for Parcels A, B, and C of the COBALT LANDING PUD. The proposed subdivision will reduce the size of Parcels A and B, will vacate parcel C, and will provide lots for 27 new residential townhomes. The property is located at 3595 South Redwood Road, is zoned RM (Multiple Unit Dwelling Residential) and C-2 (General Commercial) and consists of approximately 3 acres. (Staff - Steve Lehman at 801-963-3311)




0
25'
50'
75'
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Sheet List	
Sheet Number	Sheet Name
1	COLORED SITE PLAN
2	NORTH RETAIL RENDERING
3	SOUTH RETAIL RENDERING
4	SITE SECTIONS



ARCHITECT'S INFORMATION:

RUSSELLPLATT ARCHITECTURE

Russell Platt Architecture
4301 West 4570 South
West Valley City, Utah 84120
801-580-0108

PROFESSIONAL STAMP:

LICENSED ARCHITECT
RUSSELL C. PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

REDWOOD LOFTS
FINAL PHASE

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: 7-24-19

NO.	DATE	DESCRIPTION

OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:

COPYRIGHT:
© 2018 RUSSELL PLATT ARCHITECTURE

SHEET TITLE:

COLORED SITE PLAN

SHEET NUMBER:

1

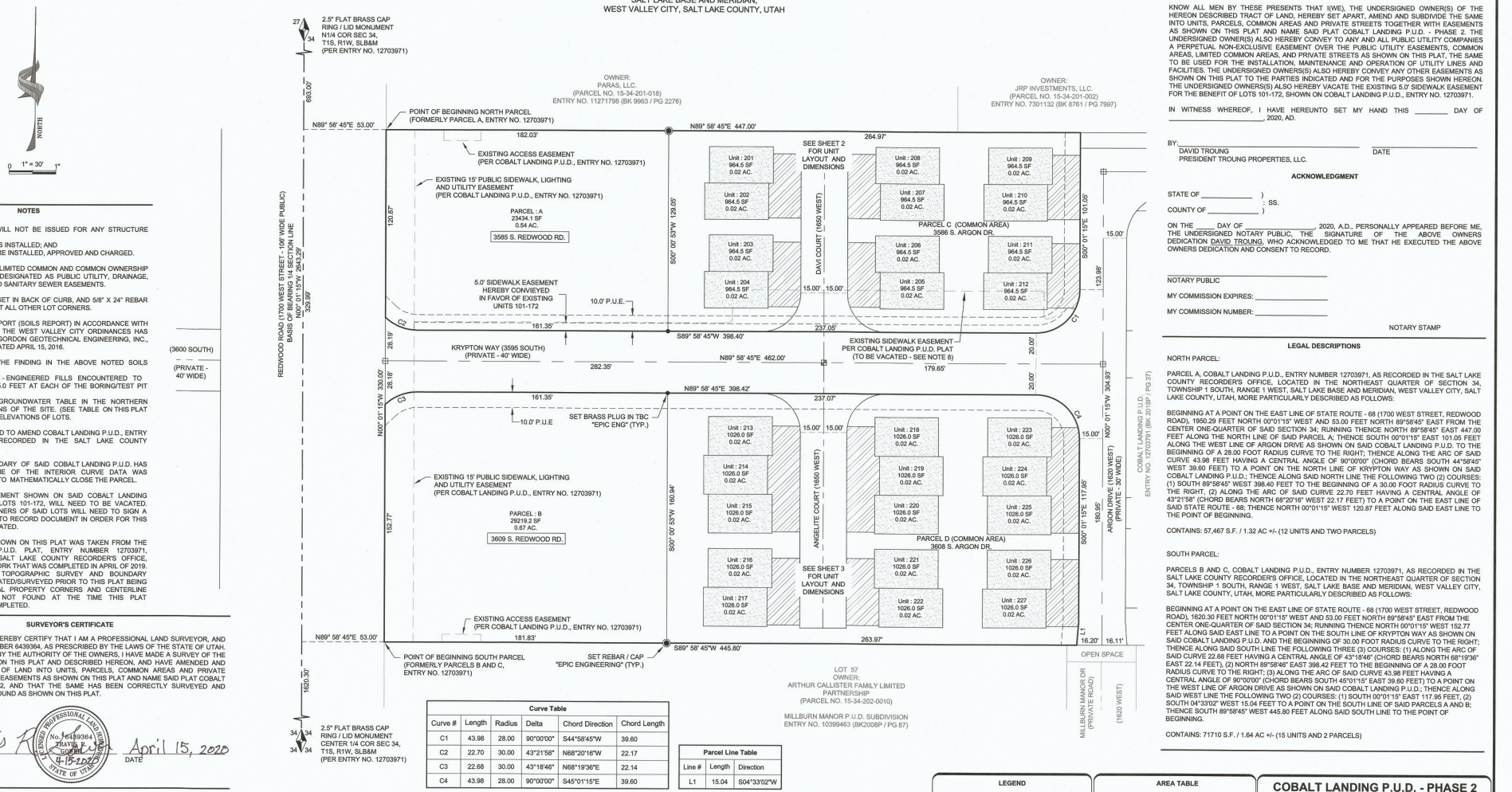
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BORON DRIVE
ZINC WAY
3587
3591

COBALT LANDING P.U.D. - PHASE 2

(AMENDING PARCELS A, B, AND C, COBALT LANDING P.U.D.)

LOCATED IN THE:
NORTHEAST QUARTER SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN,
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	43.98	28.00	90°00'00"	S44°58'45"W	39.60
C2	22.70	30.00	43°21'58"	N68°20'16"W	22.17
C3	22.68	30.00	43°18'46"	N68°19'36"E	22.14
C4	43.98	28.00	90°00'00"	S45°01'15"E	39.60

Parcel Line Table		
Line #	Length	Direction
L1	15.04	S04°33'02"W

NOTES

1. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL:
   A) ASPHALT PAVING IS INSTALLED; AND
   B) FIRE HYDRANTS ARE INSTALLED, APPROVED AND CHARGED.
2. ALL PRIVATE ROADS, LIMITED COMMON AND COMMON OWNERSHIP AREA ALSO HEREBY DESIGNATED AS PUBLIC UTILITY, DRAINAGE, CULINARY WATER AND SANITARY SEWER EASEMENTS.
3. OFFSET PINS TO BE SET IN BACK OF CURB, AND 5/8" X 24" REBAR AND CAP TO BE SET AT ALL OTHER LOT CORNERS.
4. A GEOTECHNICAL REPORT (SOILS REPORT) IN ACCORDANCE WITH SECTION 7-13-504 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED BY GORDON GEOTECHNICAL ENGINEERING, INC., JOB NO. 113-005-16. DATED APRIL 15, 2016.
5. THE SUMMARY OF THE FINDING IN THE ABOVE NOTED SOILS REPORT STATES:
   5.1) THE SURFICIAL NON - ENGINEERED FILLS ENCOUNTERED TO DEPTHS OF 2.5 TO 15.0 FEET AT EACH OF THE BORING/TEST PIT LOCATIONS.
   5.2) MODERATELY HIGH GROUNDWATER TABLE IN THE NORTHERN AN EASTERN PORTIONS OF THE SITE. (SEE TABLE ON THIS PLAT FOR GROUND WATER ELEVATIONS OF LOTS.
6. THIS PLAT IS INTENDED TO AMEND COBALT LANDING P.U.D., ENTRY NUMBER 12703971, RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE.
7. THE EXTERIOR BOUNDARY OF SAID COBALT LANDING P.U.D. HAS NOT CHANGED. SOME OF THE INTERIOR CURVE DATA WAS ADJUSTED IN ORDER TO MATHEMATICALLY CLOSE THE PARCEL.
8. THE SIDEWALK EASEMENT SHOWN ON SAID COBALT LANDING P.U.D. IN FAVOR OF LOTS 101-172, WILL NEED TO BE VACATED. INDIVIDUAL LAND OWNERS OF SAID LOTS WILL NEED TO SIGN A SEPARATE CONSENT TO RECORD DOCUMENT IN ORDER FOR THIS EASEMENT TO BE VACATED.
9. THE INFORMATION SHOWN ON THIS PLAT WAS TAKEN FROM THE COBALT LANDING P.U.D. PLAT, ENTRY NUMBER 12703971, RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, ALONG WITH FIELD WORK THAT WAS COMPLETED IN APRIL OF 2019. SECTION WORK, A TOPOGRAPHIC SURVEY AND BOUNDARY EVIDENCE WERE LOCATED/SURVEYED PRIOR TO THIS PLAT BEING AMENDED. EXTERNAL PROPERTY CORNERS AND CENTERLINE MONUMENTS WERE NOT FOUND AT THE TIME THIS PLAT AMENDMENT WAS COMPLETED.

SURVEYOR'S CERTIFICATE

I, TRAVIS R. GOWER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 6439364, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE AMENDED AND SUBDIVIDED SAID TRACT OF LAND INTO UNITS, PARCELS, COMMON AREAS AND PRIVATE STREETS TOGETHER WITH EASEMENTS AS SHOWN ON THIS PLAT AND NAME SAID PLAT COBALT LANDING P.U.D. - PHASE 2, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

TRAVIS R. GOWER
P.L.S. 6439364

April 15, 2020
DATE

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I(WE), THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART, AMEND AND SUBDIVIDE THE SAME INTO UNITS, PARCELS, COMMON AREAS AND PRIVATE STREETS TOGETHER WITH EASEMENTS AS SHOWN ON THIS PLAT AND NAME SAID PLAT COBALT LANDING P.U.D. - PHASE 2. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS, COMMON AREAS, LIMITED COMMON AREAS, AND PRIVATE STREETS AS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS(S) ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON. THE UNDERSIGNED OWNERS(S) ALSO HEREBY VACATE THE EXISTING 5.0' SIDEWALK EASEMENT FOR THE BENEFIT OF LOTS 101-172, SHOWN ON COBALT LANDING P.U.D., ENTRY NO. 12703971.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2020, AD.

BY:_____ DATE
DAVID TROUNG
PRESIDENT TROUNG PROPERTIES, LLC.

ACKNOWLEDGMENT

STATE OF _____)
: SS.
COUNTY OF _____)

ON THE _____ DAY OF _____ 2020, A.D., PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNATURE OF THE ABOVE OWNERS DEDICATION DAVID TROUNG, WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE ABOVE OWNERS DEDICATION AND CONSENT TO RECORD.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

NOTARY STAMP

LEGAL DESCRIPTIONS

NORTH PARCEL:

PARCEL A, COBALT LANDING P.U.D., ENTRY NUMBER 12703971, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF STATE ROUTE - 68 (1700 WEST STREET, REDWOOD ROAD), 1950.29 FEET NORTH 00°01'15" WEST AND 53.00 FEET NORTH 89°58'45" EAST FROM THE CENTER ONE-QUARTER OF SAID SECTION 34; RUNNING THENCE NORTH 89°58'45" EAST 447.00 FEET ALONG THE NORTH LINE OF SAID PARCEL A; THENCE SOUTH 00°01'15" EAST 101.05 FEET ALONG THE WEST LINE OF ARGON DRIVE AS SHOWN ON SAID COBALT LANDING P.U.D. TO THE BEGINNING OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 43.98 FEET HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 44°58'45" WEST 39.60 FEET) TO A POINT ON THE NORTH LINE OF KRYPTON WAY AS SHOWN ON SAID COBALT LANDING P.U.D.; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°58'45" WEST 398.40 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG THE ARC OF SAID CURVE 22.70 FEET HAVING A CENTRAL ANGLE OF 43°21'58" (CHORD BEARS NORTH 68°20'16" WEST 22.17 FEET) TO A POINT ON THE EAST LINE OF SAID STATE ROUTE - 68; THENCE NORTH 00°01'15" WEST 120.87 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINS: 57,467 S.F. / 1.32 AC +/- (12 UNITS AND TWO PARCELS)

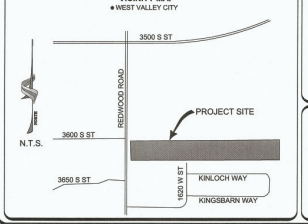
SOUTH PARCEL:

PARCELS B AND C, COBALT LANDING P.U.D., ENTRY NUMBER 12703971, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF STATE ROUTE - 68 (1700 WEST STREET, REDWOOD ROAD), 1620.30 FEET NORTH 00°01'15" WEST AND 53.00 FEET NORTH 89°58'45" EAST FROM THE CENTER ONE-QUARTER OF SAID SECTION 34; RUNNING THENCE NORTH 00°01'15" WEST 152.77 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF KRYPTON WAY AS SHOWN ON SAID COBALT LANDING P.U.D. AND THE BEGINNING OF 30.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF SAID CURVE 22.68 FEET HAVING A CENTRAL ANGLE OF 43°18'46" (CHORD BEARS NORTH 68°19'36" EAST 22.14 FEET), (2) NORTH 89°58'46" EAST 398.42 FEET TO THE BEGINNING OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 43.98 FEET HAVING A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 45°01'15" EAST 39.60 FEET) TO A POINT ON THE WEST LINE OF ARGON DRIVE AS SHOWN ON SAID COBALT LANDING P.U.D.; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°01'15" EAST 117.95 FEET, (2) SOUTH 04°33'02" WEST 15.04 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCELS A AND B; THENCE SOUTH 89°58'45" WEST 445.80 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS: 71710 S.F. / 1.64 AC +/- (15 UNITS AND 2 PARCELS)

VICINITY MAP



WEST VALLEY CITY PLANNING COMMISSION

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2020, A.D. BY THE WEST VALLEY CITY PLANNING COMMISSION.

_____
CHAIRMAN, WEST VALLEY CITY PLANNING COMMISSION

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2020, A.D.

_____
WEST VALLEY CITY ATTORNEY

PREPARED FOR:

TROUNG DEVELOPMENT
1559 WEST 3860 SOUTH
WEST VALLEY CITY, UTAH 84119
PH: 801-580-0181

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2020, A.D.

_____
DISTRICT ENGINEER

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2020, A.D.

_____
DIRECTOR, SALT LAKE COUNTY HEALTH DEPARTMENT

WEST VALLEY CITY ENGINEER

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

_____ _____
WEST VALLEY CITY ENGINEER DATE

CITY COUNCIL

PRESENTED TO WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ 2020, A.D. AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ _____
WEST VALLEY CITY RECORDER DATE

_____ _____
CITY MANAGER, WEST VALLEY CITY DATE

LEGEND

- SECTION CORNER (FOUND)
- SECTION LINE
- PROPERTY LINE
- LOT / UNIT LINE
- COMMON AREA (NO HATCH)
- LIMITED COMMON AREA
- GROUND FLOOR UNIT AREA
- CENTERLINE MONUMENT
- CENTERLINE MONUMENT (PER ENTRY NO. 12703971) SEE NOTE 9
- SET MONUMENT (AS NOTED)

AREA TABLE

NORTH PARCEL BREAKDOWN:

PARCEL A	23434 S.F. / 0.54 AC
COMMON AREA "C"	13753 S.F. / 0.32 AC
PRIVATE STREET	3839 S.F. / 0.09 AC
LIMITED COMMON AREA	4867 S.F. / 0.10 AC
UNIT AREA (GROUND FLOOR)	11574 S.F. / 0.27 AC
TOTAL NORTH PARCEL:	57467 S.F. / 1.32 AC

SOUTH PARCEL BREAKDOWN:

PARCEL B	29219 S.F. / 0.67 AC
COMMON AREA "D"	15872 S.F. / 0.36 AC
PRIVATE STREET	4796 S.F. / 0.11 AC
LIMITED COMMON AREA	6433 S.F. / 0.15 AC
UNIT AREA (GROUND FLOOR)	15390 S.F. / 0.35 AC
TOTAL AREA	71710 S.F. / 1.64 AC

COBALT LANDING P.U.D. - PHASE 2

(AMENDING PARCELS A, B, AND C, COBALT LANDING P.U.D.)

NE1/4 SEC 34, T1S, R1W, SLB&M,
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5502
(801)955-5503 (fax)
Heber City, Utah 84032
(435)654-4500

0 1" = 30' 1"	PROJECT #: 19SM3521.02
DRAWN: JD	DATE: 04/15/2020
CHECKED: TG	SHEET NO: 1 OF 3

SALT LAKE COUNTY RECORDER

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

DATE: _____ TIME: _____
BOOK: _____ PAGE: _____

FEE: _____ _____
SALT LAKE COUNTY RECORDER

N:\PROJ2019\ 89\ PROJECTS\COBALT LANDING\DWG\SHEET\PLAT - COBALT LANDING AMENDED.DWG

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

ISSUE:

A Resolution adopting a tentative budget for West Valley City for the Fiscal Year commencing July 1, 2020 and ending June 30, 2021.

SYNOPSIS:

This resolution adopts the tentative budget for West Valley City for the 2020-2021 fiscal year and sets a date for public comment at a hearing to be held on August 11, 2020.

BACKGROUND:

West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2020-2021.

RECOMMENDATION:

City staff recommends approval of the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 AND SETTING AUGUST 11, 2020, AS THE DATE FOR A PUBLIC BUDGET HEARING.

WHEREAS, the West Valley City Manager has filed a proposed budget with the West Valley City Council for the fiscal year commencing July 1, 2020, and ending June 30, 2021; and

WHEREAS, the City Council has carefully reviewed and considered the budget and has determined that it should be tentatively adopted; and

WHEREAS, Utah laws governing budget adoption and setting of tax rates and federal laws governing receipt and disbursement of federal funds have been or will be complied with; and

WHEREAS, it is the intent and desire of West Valley City to comply with all applicable state and local laws regarding the adoption of the budget; and

WHEREAS, the City Council of West Valley City, Utah, hereby determines that it is in the best interests of the citizens of West Valley City to adopt a tentative budget for West Valley City for the 2020-2021 fiscal year;

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

1. The budget attached hereto (herein the "Tentative Budget"), in the amounts shown in Exhibit "A" for the following funds: General; Capital Improvement; Golf Courses; "C" Road; Fitness Center; Harman Hall; Maverik Center; Sanitation; Storm Water Utility; Cultural Celebration Center; Utah Cultural Celebration Center Foundation; Grants; and Road, Park, Fire, Police, Flood Impact Fees, and Ambulance Fund, is hereby tentatively adopted pursuant to Section 10-6-101, et seq., Utah Code Annotated 1953, as amended.

2. A public hearing to consider the Tentative Budget shall be held on August 11, 2020, at 6:30 p.m. in the West Valley City Council chambers located at 3600 Constitution Boulevard, West Valley City, Utah. The City Recorder is hereby directed to publish or cause to be published, at least seven days prior to the hearing and in at least one issue of a newspaper of general circulation published in Salt Lake County, notice of such hearing as well as the location of the Recorder's Office where the Tentative Budget will be available for public inspection.

3. Citizens in attendance at the public hearing shall be permitted to provide written or oral comment for or against the Tentative Budget or any of its individual funds, and for or against the relationship of Community Development Block Grant funds and other federal funds to the Tentative Budget.

4. A copy of the Tentative Budget and a summary of the Tentative Budget and the City's proposed use of the various federal funds in the context of the Tentative Budget shall be placed on record at the City Recorder's Office at the same address indicated above, at least ten days prior to the adoption of the final Budget, for inspection by the general public during normal office hours.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY GENERAL FUND - FUND 10
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
PROPERTY TAX:						
Current Year	25,138,508	24,876,992	26,511,041	27,488,610	29,764,847	8.28%
Prior Year	376,077	481,391	464,148	400,000	400,000	0.00%
Street Lights	426,472	429,651	441,375	441,375	441,375	0.00%
Fitness Center	1,972,930	1,982,400	2,041,872	2,041,872	0	-100.00%
Vehicle Tax	1,927,337	1,952,062	1,797,690	2,082,285	1,893,048	-9.1%
Total Property Tax	**29,841,324**	**29,722,495**	**31,256,127**	**32,454,142**	**32,499,270**	**0.1%**
SALES TAX:						
General Sales Tax	25,125,867	26,667,764	27,642,799	28,748,860	23,866,531	-17.0%
Transportation Sales Tax	0	0	0	0	2,500,000	100.0%
Total Sales Tax	**25,125,867**	**26,667,764**	**27,642,799**	**28,748,860**	**26,366,531**	**-8.3%**
UTILITY TAX:						
Cable TV/Bch Adv	728,748	736,696	730,432	739,485	752,014	1.7%
Telecommunications	1,394,789	1,277,116	1,027,019	1,096,780	731,809	-33.3%
Electricity	5,793,975	5,635,346	5,641,253	5,766,537	5,506,570	-4.5%
Gas	2,301,027	2,417,964	2,415,265	2,706,838	2,496,659	-7.8%
Total Utility Tax	**10,218,539**	**10,067,121**	**9,813,969**	**10,309,640**	**9,487,052**	**-8.0%**
LICENSES AND PERMITS:						
Business & Econ. Services	1,775,593	1,753,612	1,780,975	1,790,000	1,755,000	-2.0%
Animal Licenses	93,082	84,827	86,242	94,000	94,000	0.0%
Building Permits	1,795,551	1,816,431	2,701,790	1,600,000	2,500,000	56.3%
Subdivision Fees	274,541	189,087	186,010	122,000	143,000	17.2%
Total Licenses & Permits	**3,938,767**	**3,843,957**	**4,755,016**	**3,606,000**	**4,492,000**	**24.6%**
MISCELLANEOUS:						
Taylorsville DS Reimb.	137,000	137,000	137,000	137,000	137,000	0.0%
Taylorsville Contract Services	166,058	298,026	297,516	320,000	320,000	0.0%
Animal Shelter Vaccinations	36,596	34,506	29,944	33,000	33,000	0.0%
Animal Shelter Misc. Fees	64,383	75,900	71,956	48,000	38,000	-20.8%
Animal Shelter Donations	19,468	15,784	19,678	12,000	20,000	66.7%
Animal Sterilization	62,936	63,001	51,931	61,000	44,000	-27.9%
Amphitheater	465,774	396,328	387,004	420,000	390,000	-7.1%
Court Maintenance	29,837	22,378	16,296	20,000	0	-100.0%
District Court Fines	40,418	34,977	38,708	35,000	40,000	14.3%
Engineer Consultant Fees CED	19,822	100	14,637	0	30,000	0.0%
Excavation Perm-Prop Bond	94,628	117,753	74,987	100,000	100,000	0.0%
Fingerprinting/Work Orders	15,063	12,965	10,125	7,500	0	-100.0%
Fire Prevention/Haz Mat	176,000	181,303	180,095	175,000	200,000	14.3%
Harman Home Maint., etc.	40,000	60,000	60,000	40,000	40,000	0.0%
Harman Home SL CO.	18,085	18,085	19,655	18,085	18,085	0.0%
Indigent Defense	20,687	26,197	22,447	22,000	22,000	0.0%
Maverik Center Equip. Lease	120,000	0	0	0	0	0.0%
Miscellaneous	33,239	313,029	457,109	5,000	5,000	0.0%
Park Reservations/Activities	9,758	13,367	8,540	3,500	8,000	128.6%
Parking Ticket Fines	9,927	15,986	108,216	256,000	379,000	48.0%
Police Reimbursement	670,578	754,207	705,985	600,000	90,000	-85.0%
Police Reports	114,350	106,187	111,566	100,000	100,000	0.0%
Professional Shop Services	126,524	94,262	116,559	100,000	120,000	20.0%
Rental Properties	16,800	2,800	0	0	0	0.0%
Rent-Housing Authority	42,000	42,250	42,000	42,000	42,000	0.0%
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	25,000	0.0%
Tower Lease	107,507	78,176	78,176	78,176	78,176	0.0%
UIA	0	0	157,127	236,000	320,602	100.0%
Total Miscellaneous	**2,682,438**	**2,939,567**	**3,242,254**	**2,894,261**	**2,599,863**	**-10.2%**

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
JUSTICE COURT:						
Small Claims Fees	161,535	157,661	169,060	165,000	165,000	0.0%
Traffic Fines	2,014,265	2,304,964	2,154,511	2,967,008	2,966,350	0.0%
Sub-Total Courts	2,175,800	2,462,625	2,323,571	3,132,008	3,131,350	0.0%
Civil Fines and Penalties						
ACE Program	49,238	77,468	112,034	115,000	100,000	-13.0%
Bail Fines & Forfeitures	1,098	166	0	2,000	2,000	0.0%
Civil Penalties	214,578	188,912	227,688	300,000	200,000	-33.3%
Sub-Total Civil	264,914	266,546	339,722	417,000	302,000	-27.6%
Total Justice Court	**2,440,714**	**2,729,171**	**2,663,293**	**3,549,008**	**3,433,350**	**-3.3%**
INTEREST:						
Investment Interest	365,103	594,623	1,057,881	1,053,000	600,000	-43.0%
RDA Interest	248,640	248,640	14,029	309,771	0	-100.0%
Total Interest	**613,743**	**843,263**	**1,071,910**	**1,362,771**	**600,000**	**-56.0%**
OTHER:						
Appropriation from Fund Balance	0	0	0	1,336,930	4,000,000	0.0%
Delayed Expenditures	0	0	0	0	1,689,764	0.0%
Reserved Funds	0	0	0	1,698,950	250,000	-85.3%
Sale of Land/Assets	5,950	300,159	367,942	0	0	0.0%
Total Other	**5,950**	**300,159**	**367,942**	**3,035,880**	**5,939,764**	**95.7%**
Subtotal	**74,867,343**	**77,113,498**	**80,813,310**	**85,960,562**	**85,417,830**	**-0.6%**
RESTRICTED FUNDS:						
Forfeited Assets	8,269	34,190	34,359	0	0	0.0%
Bond Proceeds	4,448,085	933,843	214,396	0	0	0.0%
Bond Interest	53,440	74,024	118,995	0	0	0.0%
Total Restricted Funds	**4,509,794**	**1,042,057**	**367,751**	**0**	**0**	**0.0%**
Grand Total	**79,377,136**	**78,155,555**	**81,181,060**	**85,960,562**	**85,417,830**	**-0.6%**

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
LEGISLATIVE:						
City Council	798,660	591,545	727,822	652,167	657,578	0.8%
Elections	142,386	232,765	189,284	231,800	231,800	0.0%
Total Legislative	**941,046**	**824,310**	**917,106**	**883,967**	**889,378**	**0.6%**
ADMINISTRATIVE:						
City Manager	911,769	1,009,345	1,029,166	970,215	995,989	2.7%
Justice Court	1,723,299	1,738,195	1,812,286	1,976,944	2,021,886	2.3%
Information Technology	1,936,847	2,059,159	2,060,807	2,086,924	2,128,148	2.0%
Central Services	3,441,911	3,240,398	2,795,510	2,718,706	2,718,706	0.0%
Communications	114,365	120,264	118,499	118,610	121,629	2.5%
Human Resources	883,062	874,439	964,346	998,664	1,100,601	10.2%
Community & Media Relations	684,646	681,078	710,707	795,171	809,770	1.8%
Recorder	400,689	495,549	529,187	539,021	554,636	2.9%
Total Administrative	**10,096,590**	**10,218,428**	**10,020,510**	**10,204,255**	**10,451,365**	**2.4%**
NON-DEPARTMENTAL						
UTOPIA	4,010,499	4,106,521	4,233,639	4,168,652	4,251,199	2.0%
Capital Projects/Fleet Xfer to CIP	2,571,000	1,382,774	1,000,000	1,250,000	0	-100.0%
Rental Home Expense	1,590	4,812	0	0	0	0.0%
Council Contingency Misc	(128,678)	(675,414)	(550,161)	0	0	0.0%
Retirement Incentives	9,211	9,080	2,451	0	0	0.0%
Wage Under Runs	0	0	0	(600,000)	(600,000)	0.0%
Storm Water (Prof.Service)	(373,344)	(373,344)	(373,344)	(410,744)	(410,744)	0.0%
Sanitation (Prof.Service)	(482,331)	(484,131)	(484,131)	(532,531)	(532,531)	0.0%
Ambulance (Prof.Service)	0	0	(925,000)	(400,000)	(400,000)	100.0%
Transfers In	0	(576,000)	(804,708)	(200,825)	0	100.0%
Benefits Accrual	970,850	914,689	974,174	1,020,000	1,020,000	0.0%
Fitness Center / PT	1,929,182	3,321,021	3,348,914	1,978,620	1,317,963	-33.4%
Harman Hall	69,188	69,188	69,188	69,188	69,188	0.0%
Maverik Center (Arena Fund)	750,000	721,772	690,000	746,000	712,653	-4.5%
Cultural Center	922,714	912,862	1,143,572	1,164,007	1,287,667	10.6%
Transportation Sales Tax to CIP	0	0	0	0	2,500,000	100.0%
Stonebridge Golf Course	1,346,080	437,618	454,725	401,861	393,198	-2.2%
Transfer Out	362,140	14,546	5,953,343	26,250	0	0.0%
Special Projects	13,764	5,681	810,426	0	0	0.0%
Utilities	539,518	530,734	618,949	617,320	617,320	0.0%
Total Non-Departmental	**12,511,383**	**10,322,410**	**16,162,037**	**9,297,798**	**10,225,913**	**10.0%**
DEBT SERVICE:						
Animal Shelter/CPD Facility	995,750	993,400	743,250	740,350	738,875	-0.2%
Public Safety/Stonebridge	3,691,667	422,065	667,538	662,384	664,160	0.3%
Fitness Center Refinance	1,484,575	1,604,550	1,602,750	1,443,750	0	-100.0%
Cultural Arts	0	0	0	0	0	0.0%
Bond Fees	59,929	12,500	11,770	25,000	25,000	0.0%
Fire Truck Lease, SunTrust #2	69,217	69,217	69,217	69,218	69,218	0.0%
Transfer Out to Stonebridge	80,490	0	0	0	0	0.0%
Vehicle Lease S'12 to CIP	94,935	0	0	0	0	0.0%
Vehicle Lease S'13 to CIP	68,591	68,591	34,296	0	0	0.0%
Fire Truck Refurbish to CIP	23,346	19,778	19,778	0	0	0.0%
Fire Truck Lease 2014 to CIP	139,950	0	139,950	139,950	0	-100.0%
Fire Truck & Trailer to CIP	0	0	70,342	70,342	70,342	0.0%
Fire Station #75/ PW to BA	336,460	335,060	338,260	0	0	0.0%
Fire Station Old #72 to BA	244,348	306,306	0	0	0	0.0%
Fire Sta 71, 72 & 76 to BA	0	0	277,500	517,500	520,300	100.0%
MBA S 2017 to BA	0	83,838	82,550	1,050,000	323,524	-69.2%
MBA S 2019 to BA	0	0	0	0	68,000	100.0%
Subtotal	**7,289,259**	**3,915,305**	**4,057,201**	**4,718,494**	**2,479,419**	**-47.5%**

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
DEBT SERVICE (CONTINUED):						
Transfers In:						
Fire Station Impact Fees	(40,000)	(40,000)	(40,000)	(40,000)	(100,000)	150.0%
Police Impact Fees	0	(280,000)	0	(30,000)	(100,000)	100.0%
RDA (UCCC)	0	0	0	0	0	0.0%
Fitness Center Refinance	(1,609,350)	(1,579,750)	(1,607,950)	0	0	0.0%
Subtotal	**(1,649,350)**	**(1,899,750)**	**(1,647,950)**	**(70,000)**	**(200,000)**	**185.7%**
Total Debt Service	**5,639,909**	**2,015,555**	**2,409,251**	**4,648,494**	**2,279,419**	**-51.0%**
COMMUNITY & ECONOMIC DEVELOPMENT:						
Administration	321,145	296,243	313,857	346,448	356,551	2.9%
Planning Commission	8,177	9,155	9,147	15,892	15,955	0.4%
Board of Adjustment	650	650	2,291	4,145	4,157	0.3%
Building Inspection	832,871	789,431	902,498	979,123	1,001,221	2.3%
Planning & Zoning	672,465	660,482	755,106	771,202	842,025	9.2%
Total Comm. & Econ. Dev.	**1,835,309**	**1,755,961**	**1,982,897**	**2,116,810**	**2,219,909**	**4.9%**
FINANCE:						
Administration	421,401	425,597	450,292	528,368	520,175	-1.6%
Purchasing	108,164	113,486	119,639	124,034	127,211	2.6%
Business Licenses	219,575	227,793	237,382	248,634	254,810	2.5%
Treasury	245,698	295,099	310,933	283,895	291,458	2.7%
Accounting	358,195	380,485	396,816	456,056	451,903	-0.9%
Budget & Disbursements	288,918	306,395	317,379	341,342	335,944	-1.6%
Total Finance	**1,641,952**	**1,748,854**	**1,832,442**	**1,982,329**	**1,981,501**	**0.0%**
FIRE:						
Administration	629,445	1,156,490	1,003,547	12,303,149	12,642,365	2.8%
Emergency Operations	7,801,086	7,580,065	7,978,755	96,095	71,395	-25.7%
Fire Prevention	400,849	169,483	156,472	20,383	20,383	0.0%
Logistics	307,386	332,853	573,362	511,395	531,395	3.9%
Special Operations	8,740	5,541	6,139	27,835	26,835	-3.6%
Development Services	144,546	21,533	30,141	31,823	31,323	-1.6%
Medical Services	445,553	1,341,113	1,510,756	146,771	146,771	0.0%
Total Fire	**9,737,604**	**10,607,077**	**11,259,173**	**13,137,451**	**13,470,467**	**2.5%**
LAW:						
Civil/Prosecutor/Risk	2,171,630	2,209,334	2,420,345	2,441,154	2,513,785	3.0%
Risk Financing	1,115,598	1,172,923	1,504,901	1,463,308	1,463,308	0.0%
Victim Assistance	163,588	172,568	169,956	423,328	451,673	6.7%
Total Law	**3,450,816**	**3,554,824**	**4,095,202**	**4,327,790**	**4,428,766**	**2.3%**
PARKS & RECREATION:						
Parks & Rec. Administration	469,357	411,536	442,239	486,792	498,902	2.5%
Park Maintenance	1,489,695	1,577,503	1,888,639	2,136,563	1,850,721	-13.4%
Recreation	25,513	35,402	30,726	37,539	37,623	0.2%
Harman Home Operations	174,126	193,891	204,732	214,537	218,869	2.0%
Total Parks & Recreation	**2,158,691**	**2,218,332**	**2,566,336**	**2,875,431**	**2,606,115**	**-9.4%**

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
POLICE:						
Administration	22,832,645	24,038,855	25,336,042	26,885,037	27,445,516	2.1%
Records	20,896	33,872	26,527	45,200	45,200	0.0%
Training	189,626	255,561	412,803	443,611	173,611	-60.9%
Crossing Guards	382,660	445,796	475,316	499,459	501,023	0.3%
Evidence	25,093	22,514	23,568	29,350	29,350	0.0%
Forensics	33,123	46,239	38,615	47,600	47,600	0.0%
Community Policing	14,986	22,419	24,306	22,710	22,710	0.0%
Investigation	41,133	61,334	141,191	185,455	185,455	0.0%
Uniform Patrol	75,686	106,445	63,898	97,210	97,210	0.0%
K-9	0	0	11,382	0	0	0.0%
S.W.A.T. Unit	42,213	407,873	53,371	92,560	92,560	0.0%
Traffic Enforcement	0	0	8,105	0	0	0.0%
Special Operations	36,758	63,319	47,595	63,600	63,600	0.0%
Intelligence/Interal Affairs	25,077	84,572	22,591	51,000	51,000	0.0%
Bomb Squad Unit	10,365	2,656	462	7,500	7,500	0.0%
Police Grants	(299,453)	(484,880)	(228,659)	0	0	0.0%
Total Police	**23,430,807**	**25,106,574**	**26,457,111**	**28,470,292**	**28,762,335**	**1.0%**
PUBLIC WORKS:						
Administration	386,192	101,147	239,629	417,509	436,047	4.4%
Streets	84,258	853,315	940,826	1,131,614	1,165,845	3.0%
Transportation	250,164	269,111	304,679	449,206	341,665	-23.9%
Engineering	458,907	550,334	305,982	610,531	699,749	14.6%
Street Lights	520,776	555,578	531,526	626,609	632,417	0.9%
Public Facilities	1,116,052	1,189,411	1,197,880	1,447,009	1,458,363	0.8%
Fleet Maintenance	856,978	946,133	882,845	1,014,608	1,030,943	1.6%
Total Public Works	**3,673,328**	**4,465,029**	**4,403,367**	**5,697,086**	**5,765,029**	**1.2%**
COMMUNITY PRESERVATION						
Administration	266,378	261,963	259,863	293,377	300,808	2.5%
Animal Control	1,135,277	1,132,263	1,194,190	1,389,563	1,402,648	0.9%
Ordinance Enforcement	848,667	759,527	737,893	635,919	634,177	-0.3%
Total Community Preservation	**2,250,321**	**2,153,753**	**2,191,947**	**2,318,859**	**2,337,633**	**0.8%**
Total Operating Expenses	**77,367,755**	**74,991,107**	**84,297,377**	**85,960,562**	**85,417,830**	**-0.6%**
RESTRICTED FUNDS:						
Forfeited Assets	0	0	0	0	0	0.0%
Total Restricted Funds	**0**	**0**	**0**	**0**	**0**	**0.0%**
Grand Total	**77,367,755**	**74,991,107**	**84,297,377**	**85,960,562**	**85,417,830**	**-0.6%**
Net Change (Loss) in Fund Balance	**2,009,381**	**3,164,448**	**(3,116,317)**	**0**	**0**	

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

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
"C" Roads						
"C" Road Fund	4,619,496	4,388,772	4,632,913	4,500,000	4,550,000	1.1%
Misc. Revenue	149,005	0	0	0	0	0.0%
Interest Revenue	38,556	60,824	81,370	0	0	0.0%
Gain on Sale of Assets	0	532,285	122,031	0	0	0.0%
Appropriation from Fund Balance	0	0	0	0	0	0.0%
Subtotal	**4,807,057**	**4,981,881**	**4,836,314**	**4,500,000**	**4,550,000**	**1.1%**

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

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATIONS:						
Office Supplies	52	0	0	0	0	0.0%
Equipment	37,544	139,240	24,297	35,000	35,000	0.0%
Gasoline & Diesel	0	0	2,188	2,000	2,000	100.0%
Professional Svcs. (Intern)	1,442,841	762,000	796,222	812,000	845,000	4.1%
Professional Svcs. (Ext.)	40,899	27,987	29,534	45,000	50,000	11.1%
Special Supplies	145,368	113,102	141,423	138,000	150,000	8.7%
Crack Seal	425,920	452,582	458,179	490,000	490,000	0.0%
Concrete & Salt	164,171	117,502	150,915	250,000	250,000	0.0%
Capital Building	0	76,062	1,488	0	0	0.0%
Captial Equipment	365,735	1,045,177	457,279	666,041	596,000	-10.5%
Special Projects	18,009	614,195	279,327	250,000	473,988	89.6%
Transfer Out	317,905	88,000	63,000	0	0	0.0%
Transfer In	(3,152,139)	0	(400,369)	0	0	0.0%
Subtotal Streets	**(193,694)**	**3,435,847**	**2,003,483**	**2,688,041**	**2,891,988**	**7.6%**
ENGINEERING:						
Professional Svcs. (Intern)	453,826	502,134	475,384	450,000	450,000	0.0%
Special Supplies	0	11,430	0	0	0	0.0%
Special Projects	84,322	450,363	40,924	559,505	550,000	-1.7%
Subtotal Engineering	**538,148**	**963,927**	**516,308**	**1,009,505**	**1,000,000**	**-0.9%**
TRANSPORTATION:						
Equipment	171	0	74	1,000	1,000	0.0%
Utilities	11,856	12,181	11,875	13,000	13,000	0.0%
Professional Svcs. (Int.)	11,500	11,500	5,153	0	0	0.0%
Professional Svcs. (Ext.)	3,618	3,600	194,297	225,000	225,000	0.0%
Signs	30,168	35,174	38,059	25,000	25,000	0.0%
Traffic Controls	273,216	224,177	34,216	35,000	35,000	0.0%
Captial Equipment	0	0	53,097	65,000	0	100.0%
Special Projects	36,013	13,247	27,814	25,000	31,500	26.0%
Transfer Out	0	0	6,200,000	361,250	327,512	100.0%
Subtotal Transportation	**366,543**	**299,879**	**6,564,585**	**750,250**	**658,012**	**-12.3%**
Appropriation to Fund Balance	**0**	**0**	**0**	**52,204**	**0**	**100.0%**
Total Expenditures	**710,997**	**4,699,653**	**9,084,376**	**4,500,000**	**4,550,000**	**1.1%**

WEST VALLEY CITY FITNESS CENTER - FUND 21
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
FITNESS CENTER:						
Facility Drop-In Fees	262,666	276,440	259,587	300,000	325,000	8.3%
Annual Passes	1,103,801	1,034,909	1,041,841	1,150,000	1,200,000	4.3%
Activity Area	89,446	83,000	274,515	345,000	300,000	-13.0%
Community Rooms	18,810	22,916	24,140	27,000	40,000	48.1%
Children's Area	393,673	373,483	422,838	425,000	440,000	3.5%
Aquatics	110,444	122,327	94,275	125,000	140,000	12.0%
Pro Shop	6,213	4,177	7,455	13,000	13,000	0.0%
Snack Bar/Catering	109,207	104,996	123,709	143,000	160,000	11.9%
Sports Programs	105,494	95,876	111,299	150,000	135,000	-10.0%
Miscellaneous Rev.	81,392	54,155	24,680	35,000	30,000	-14.3%
Appropriation from Fund Balance	0	0	0	3,225	0	100.0%
Total Fitness Center	**2,281,146**	**2,172,279**	**2,384,338**	**2,716,225**	**2,783,000**	**2.5%**

WEST VALLEY CITY FITNESS CENTER - FUND 21
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
FITNESS CENTER:						
Transfers In GF/						
Property Tax	(1,302,612)	(1,982,400)	(2,041,872)	0	0	0.0%
Operating Infusion	0	(712,051)	(679,155)	(1,308,620)	(1,346,729)	0.0%
Community Serv. Fd Contribution	(626,570)	(626,570)	(671,000)	(700,000)	0	-100.0%
Permanent Employees	854,481	793,379	840,450	903,538	942,719	4.3%
O.T. Employees	4,419	6,401	23,578	8,000	8,000	0.0%
Temporary Employees	753,262	775,386	789,177	908,245	997,442	9.8%
Additional Pay	8,730	13,971	8,418	0	10,000	0.0%
Employee Benefits	458,535	437,180	492,168	594,162	559,402	-5.9%
Uniform Allowance	190	86	80	0	500	100.0%
Books & Dues	456	380	422	1,300	1,300	0.0%
Advertising	14,828	12,278	20,738	30,000	30,000	0.0%
Travel & Training	19,940	20,615	18,131	28,000	28,000	0.0%
Office Supplies	41,184	38,900	43,334	48,000	48,000	0.0%
Snack Bar	79,278	91,467	90,612	110,000	110,000	0.0%
Equipment Maint.	173,719	196,625	192,298	200,000	200,000	0.0%
Gasoline & Diesel	2,753	3,042	3,282	4,000	4,000	0.0%
Software	0	11,000	8,860	9,100	9,100	0.0%
Building/Grounds	57,763	46,283	48,896	51,000	51,000	0.0%
Utilities	244,457	223,420	311,866	305,500	305,500	0.0%
Telephone	118	11,940	12,522	12,000	12,000	0.0%
Professional Services	94,713	101,630	357,399	390,000	390,000	0.0%
General Health	2,014	3,514	4,337	5,000	5,000	0.0%
Special Supplies	36,786	24,009	24,777	33,000	33,000	0.0%
Healthy Community Grant	10,858	22,853	20,674	0	0	0.0%
Children's Programs	44,029	53,547	62,186	83,000	85,000	2.4%
Adult Programs	40,185	35,475	23,250	45,000	45,000	0.0%
Aquatics	14,217	25,084	8,528	25,000	25,000	0.0%
Insurance	97,284	1,175	50,306	51,000	51,000	0.0%
Sold Services	4,230	0	0	0	0	0.0%
Capital Equipment	101,679	106,423	162,662	150,000	120,000	-20.0%
Appropriation to Fund Balance	0	0	0	700,000	0	-100.0%
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000	30,000	0.0%
Trustee Fees (Transfer to GL)	5,200	5,200	5,200	0	0	0.0%
Debt Service (Transfer to GL)	1,604,150	1,574,550	1,602,750	0	0	0.0%
RDA SARR for Debit Service	(1,117,135)	0	0	0	0	0.0%
Transfer for Police Substation	(30,000)	0	(30,000)	0	0	0.0%
Total Fitness Center	**1,723,140**	**1,344,793**	**1,834,874**	**2,716,225**	**2,754,234**	**1.4%**
NET INCOME (LOSS)	**558,006**	**827,486**	**549,464**	**0**	**28,766**	

WEST VALLEY CITY HARMAN HALL - FUND 23
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
HARMAN HALL:						
Theater	0	0	250	0	0	0.0%
Concessions	0	0	4,093	0	0	0.0%
Donations	0	0	43	0	0	0.0%
Ticket Sales	0	0	1,164	0	0	0.0%
Rent	749,827	240,145	0	0	0	0.0%
Capitalized Interest	479	0	0	0	0	0.0%
Total Harman Hall	**750,306**	**240,145**	**5,550**	**0**	**0**	**0.0%**

WEST VALLEY CITY HARMAN HALL - FUND 23
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
HARMAN HALL:						
Building & Grounds	12,512	19,021	18,281	19,188	19,188	0.0%
Debt Serv (BA)	533,152	479,094	0	0	0	0.0%
Cap Res (BA)	50,000	50,000	50,000	50,000	50,000	0.0%
Gen.Fund Transfer In	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	0.0%
Total Harman Hall	**526,476**	**478,927**	**(907)**	**0**	**0**	**0.0%**

WEST VALLEY CITY ARENA - FUND 25
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
ARENA REVENUES	**4,967,314**	**3,945,806**	**8,001,175**	**4,826,000**	**5,394,000**	**11.8%**

WEST VALLEY CITY ARENA - FUND 25
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2018-2019	Tentative 2020-2021	Percent Change
ARENA:						
Operations	4,989,997	4,571,401	5,504,183	5,265,388	5,641,273	7.1%
Transfers Out	2,748,422	2,606,900	2,609,900	2,502,200	2,502,400	0.0%
Transfers In	(3,398,422)	(2,752,772)	(3,097,400)	(2,941,588)	(2,749,673)	-6.5%
Total Arena	**4,339,997**	**4,425,529**	**5,016,683**	**4,826,000**	**5,394,000**	**11.8%**
NET INCOME (LOSS)	**627,317**	**(479,724)**	**2,984,492**	**0**	**0**	

WEST VALLEY CITY SANITATION - FUND 27
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
SANITATION:						
Garbage Fees	5,019,361	5,764,441	5,696,682	5,500,000	5,800,000	5.5%
Interest	4,763	9	50	0	0	0.0%
Appropriation from Fund Balance	0	0	0	330	0	-100.0%
Total	**5,024,124**	**5,764,450**	**5,696,732**	**5,500,330**	**5,800,000**	**5.4%**

WEST VALLEY CITY SANITATION - FUND 27
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
SANITATION:						
Permanent Employees	117,496	119,401	131,185	129,251	135,142	4.6%
O.T. Employees	756	316	3,026	3,000	3,000	0.0%
Temporary Employees	0	0	0	6,000	6,000	0.0%
Employee Benefits	58,755	59,926	59,621	72,431	76,232	5.2%
Books/Subscriptions	434	0	602	650	650	0.0%
Public Notice/Advert	0	217	0	0	0	0.0%
Travel & Training	3,257	10	120	2,500	2,500	0.0%
Office Supplies	9,209	7,345	7,631	5,000	7,000	40.0%
Gasoline & Diesel	5,564	5,550	5,930	6,000	6,000	0.0%
Auto Parts	5,964	3,721	3,863	7,000	5,000	-28.6%
Prof. Services Internal	709,131	935,531	902,131	925,531	1,149,561	24.2%
Prof. Services External	2,465,549	2,372,894	2,792,348	2,901,600	3,000,000	3.4%
Landfill Fees	1,399,222	1,425,308	1,350,936	1,282,500	1,282,500	0.0%
Special Supplies	80,889	123,117	76,808	100,000	100,000	0.0%
Insurance	1,075	0	0	0	0	0.0%
Capital Equipment	0	3,392	0	0	0	0.0%
Capital Building	0	0	0	0	0	0.0%
Transfer Out	48,931	4,000	1,000,000	0	0	0.0%
Transfer In	0	0	(5,000)	(5,000)	0	0.0%
Clean & Beautiful Expenses	9,038	14,114	43,273	18,150	13,150	-27.5%
Appropriation to Fund Balance	0	0	0	45,717	13,265	100.0%
Total	**4,915,270**	**5,074,840**	**6,372,474**	**5,500,330**	**5,800,000**	**5.4%**

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Road Impact Fees	205,028	241,415	338,408	250,000	240,000	-4.0%
Appropriation from Fund Balance	0	0	0	446,943	0	0.0%
Total	**205,028**	**241,415**	**338,408**	**696,943**	**240,000**	**-65.6%**

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Professional Services	60,000	15,000	136,016	60,000	100,000	66.7%
Road Projects	0	22,671	2,000	636,943	140,000	-78.0%
Impact Fee Reimbursements	0	0	0	0	0	0.0%
Transfer Out	0	0	14,500	0	0	0.0%
Total Expenditures	**60,000**	**37,671**	**152,516**	**696,943**	**240,000**	**-65.6%**

WEST VALLEY CITY PARK IMPACT FEES - FUND 32
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Park Impact Fees	442,884	497,739	628,927	400,000	500,000	25.0%
Interest	0	3,857	5,754	0	0	0.0%
Appropriation from Fund Balance	0	0	0	100,000	0	100.0%
Total Revenue	**442,884**	**501,596**	**634,681**	**500,000**	**500,000**	**0.0%**

WEST VALLEY CITY PARK IMPACT FEES - FUND 32
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Park Impact Expenses	48,546	540,717	546,119	500,000	500,000	0.0%
Transfers Out	100,000	0	0	0	0	0.0%
Total Expenditures	**148,546**	**540,717**	**546,119**	**500,000**	**500,000**	**0.0%**

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Fire Impact Fees - Facility	58,245	58,778	101,796	40,000	100,000	150.0%
Fire Impact Fees - Apparatus	0	20,575	40,447	0	0	0.0%
Interest	0	0	0	0	0	0.0%
Total Revenue	**58,245**	**79,353**	**142,243**	**40,000**	**100,000**	**150.0%**

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Fire Station 74 Debt Transfer (GF)	40,000	40,000	40,000	40,000	100,000	150.0%
Total Expenditures	**40,000**	**40,000**	**40,000**	**40,000**	**100,000**	**150.0%**

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Police Impact Fees	102,930	137,522	238,114	30,000	100,000	233.3%
Appropriation from Fund Balance	0	0	0	0	0	-100.0%
Total Revenue	**102,930**	**137,522**	**238,114**	**30,000**	**100,000**	**233.3%**

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Police Debt Serv Transfer to Gen Fd	30,000	500,000	30,000	30,000	100,000	233.3%
Total Expenditures	**30,000**	**500,000**	**30,000**	**30,000**	**100,000**	**233.3%**

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
FLOOD IMPACT FEES:						
Brighton District	0	0	0	0	0	0.0%
Riter District	32,044	88,083	18,652	0	0	0.0%
West Ridge Distict	7,068	3,440	0	0	0	0.0%
Lake Park District	0	5,376	5,404	0	0	0.0%
Appropriation from Fund Balance	0	0	0	150,000	253,000	100.0%
Total Revenue	**39,112**	**96,898**	**24,056**	**150,000**	**253,000**	**68.7%**

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Decker	0	0	0	0	0	0.0%
Jordan District	0	0	0	0	0	0.0%
Riter District	0	0	0	150,000	253,000	68.7%
Lake Park District	14,280	0	0	0	0	0.0%
Total Expenditure	**14,280**	**0**	**0**	**150,000**	**253,000**	**68.7%**

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
STORM WATER UTILITY:						
Storm Water Utility Fees	4,073,773	3,963,534	3,799,154	4,000,000	3,840,000	-4.0%
Interest Income	138,065	204,127	2,902	0	0	0.0%
Penalties/Late Fees	0	0	267,356	0	0	
Gain on Sale of Assets	189,815	80,222	497,300	0	0	0.0%
Miscellaneous Revenue	20	4,624	39,208	0	0	0.0%
Appropriation from Fund Balance	0	0	0	1,617,348	1,500,000	-7.3%
Total Revenue	**4,401,673**	**4,252,508**	**4,605,921**	**5,617,348**	**5,340,000**	**-4.9%**

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
STORMWATER ADMIN:						
Travel & Training	4,880	445	950	5,000	5,000	0.0%
Office Supplies	1,077	1,623	1,215	2,400	0	-100.0%
Equip Maintenance	5,909	92,900	55,327	60,000	60,000	0.0%
Fuel	33,978	37,735	35,709	33,000	33,000	0.0%
Auto Maintenance	49,386	46,494	38,988	52,000	52,000	0.0%
Vehicle Parts	59,114	65,188	47,609	60,000	60,000	0.0%
Utilities	19,887	34,509	12,204	25,000	15,000	-40.0%
Prof./Tech (internal)	554,604	513,495	393,808	606,604	573,604	-5.4%
Prof./Tech. (external)	49,821	44,074	64,457	62,000	55,000	-11.3%
Special Supplies	78,573	59,422	54,801	100,000	100,000	0.0%
Insurance	14,043	5,091	7,397	10,000	10,000	0.0%
Capital Equipment	0	3,391	82,106	325,000	340,000	4.6%
Special Projects	0	0	11,600	0	0	0.0%
Depreciation	1,370,476	1,415,546	1,443,712	1,605,000	1,500,000	-6.5%
Subtotal	2,241,748	2,319,914	2,249,885	2,946,004	2,803,604	**-4.8%**
STORMWATER PROJECTS:						
Books/Dues	496	210	182	0	0	0.0%
Travel & Training	3,966	933	1,649	4,000	4,000	0.0%
Office Supplies	2,915	7,606	4,404	3,800	3,800	0.0%
Equip. Maintenance	10,441	3,086	1,533	0	0	0.0%
Fuel	2,446	1,734	367	3,000	3,000	0.0%
Software	13,100	12,654	9,156	10,000	10,000	0.0%
Prof/Tech (internal)	508,000	559,334	648,000	558,000	508,000	-9.0%
Prof./Tech. (external)	13,897	8,483	16,060	17,200	17,200	0.0%
Special Supplies	1,615	1,016	684	3,000	3,000	0.0%
Special Projects	870,285	1,158,446	952,926	902,600	869,639	-3.7%
Capitalized Spec Proj	(857,657)	(1,032,122)	(884,063)	0	0	0.0%
Debt Service	10,929	6,118	1,231	0	0	0.0%
Subtotal	580,433	727,498	752,129	1,501,600	1,418,639	**-5.5%**
STORMWATER:						
Public Notices	12,000	12,000	19,985	20,000	20,000	0.0%
Travel & Training	200	506	0	0	0	0.0%
Office Supplies	1,132	334	448	1,000	1,000	0.0%
Prof/Tech (internal)	571,544	797,744	766,344	778,744	761,244	-2.2%
Prof./Tech. (external)	243,005	158,641	175,598	8,000	8,000	0.0%
Transfer Out	315,949	269,666	1,062,000	362,000	327,513	0.0%
` Transfer In	0	0	(147,430)	0	0	0.0%
Subtotal	1,143,830	1,238,891	1,876,944	1,169,744	1,117,757	**-4.4%**
Total Expenditure	**3,966,011**	**4,286,303**	**4,878,958**	**5,617,348**	**5,340,000**	**-4.9%**

THE DIVISION OF ARTS AND CULTURE - FUND 37

REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Cultural Center:						
Miscellaneous	35	17	0	0	0	0.0%
Cultural Center Revenue	268,778	356,951	452,561	400,000	385,000	-3.8%
Concessions/Alcohol Revenue	26,597	23,654	27,484	40,000	5,000	100.0%
Donations/Endow/Grants	213,031	213,236	508,407	0	0	0.0%
Catering Commission	0	866	17,303	30,000	10,000	100.0%
Membership/Season Tickets	17,085	5,725	16,598	0	0	0.0%
Art Sales	0	0	2,671	0	0	0.0%
Day of the Dead Celebration	0	0	0	10,000	0	100.0%
Wasatch Interantional Food Festival	0	0	0	15,000	0	100.0%
Summer Play	0	0	0	5,000	0	100.0%
Appropriation from Fund Balance	0	0	0	850	0	100.0%
Total Revenue	**525,526**	**600,450**	**1,025,023**	**500,850**	**400,000**	**-20.1%**

THE DIVISION OF ARTS AND CULTURE - FUND 37

EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Operations:						
Permanent Employees	621,613	653,294	773,175	814,773	933,484	14.6%
Overtime	2,279	2,993	5,192	5,000	5,000	0.0%
Temporary Employees	46,069	61,916	43,057	48,328	16,328	-66.2%
Additional Pay	125	75	0	0	0	0.0%
Employee Benefits	225,584	257,279	308,796	319,856	356,805	11.6%
Books & Dues	1,530	2,775	4,940	2,500	2,500	0.0%
Advertising	747	1,133	1,377	2,500	2,500	0.0%
Travel & Training	1,823	3,997	5,635	10,000	10,000	0.0%
Office Supplies	15,791	18,927	26,906	15,000	15,000	0.0%
Equip. Maintenance	6,427	4,702	2,623	15,000	15,000	0.0%
Gasoline	1,864	1,086	1,060	2,200	2,200	0.0%
Auto Maintenance	0	0	77	1,800	1,800	0.0%
Auto Parts	3,889	1,717	562	1,800	1,800	0.0%
Software	4,472	8,090	17,301	10,000	10,000	0.0%
Building & Grounds	29,209	29,417	29,526	35,000	35,000	0.0%
Utilities	135,109	143,603	125,449	133,000	133,000	0.0%
Telephone	3,583	12,839	16,320	10,000	10,000	0.0%
Contigency	49,109	45,927	23,058	60,000	60,000	0.0%
Professional Services	9,165	12,845	11,980	10,000	10,000	0.0%
General Health	360	120	120	250	250	0.0%
Special Supplies	114,272	111,927	131,494	70,000	70,000	0.0%
Signs	66	0	0	4,000	4,000	0.0%
Insurance	294	0	10,000	1,200	1,200	0.0%
Sold Services	(80,800)	(106,000)	(113,620)	0	0	0.0%
Special Projects	65	228	219,824	250,000	0	0.0%
ZAP Activities	0	0	0	0	80,150	0.0%
Cultural Arts Board (CAB)	41,073	52,080	15,820	1,000	1,000	0.0%
Gallery Exhibits/Receptions	5,265	10,493	10,906	1,000	1,000	0.0%
WorldStage Concerts	20,988	19,448	18,472	15,000	15,000	0.0%
Artrageous	1,024	1,325	3,300	1,000	1,000	0.0%
Day of the Dead Celebration	8,523	11,003	9,060	10,000	10,000	0.0%
Mash-Up	3,476	3,664	8,176	0	0	0.0%
Winter Market	250	0	269	0	0	0.0%
Greek Show	0	995	1,088	1,000	1,000	100.0%
Shakespeare Educational Program	0	0	5,057	0	0	0.0%
Special Projects In The Schools	0	0	751	0	0	0.0%
Wasatch International Food Festival	39,819	36,754	62,106	15,000	15,000	0.0%
Western Round Up	1,168	0	0	0	0	0.0%
Summer Play	0	677	2,587	0	0	0.0%
Cost of Goods Sold	0	0	3,871	5,000	5,000	100.0%
Events	11,763	4,642	24	0	0	0.0%
Transfer In From GF	(922,714)	(912,862)	(1,251,098)	(1,414,007)	(1,468,667)	3.9%
Appropriation to Fund Balance	0	0	0	0	0	100.0%
Subtotal Operations	**403,279**	**497,110**	**535,240**	**457,200**	**356,350**	**-22.1%**
Maintenance:						
Equiment Maintenance	18,211	15,551	24,965	16,450	16,450	0.0%
Gasoline	432	1,051	0	1,200	1,200	0.0%
Building & Grounds	24,986	30,135	12,049	26,000	26,000	0.0%
Subtotal Maintenance	**43,629**	**46,737**	**37,014**	**43,650**	**43,650**	**0.0%**
Total Expenditures	**446,909**	**543,847**	**572,254**	**500,850**	**400,000**	**-20.1%**
Net Income (Loss)	**78,617**	**56,603**	**452,769**	**0**	**0**	

UCCC FOUNDATION - FUND 38
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Arts Foundation:						
ZAP Funding	0	0	0	0	181,000	100.0%
Donations/Contributions	6,299	9,800	36,401	4,000	4,000	0.0%
Restricted Purpose Donations	14,106	7,800	14,400	0	0	0.0%
Total Revenue	**20,405**	**17,600**	**50,801**	**4,000**	**185,000**	**100.0%**

UCCC FOUNDATION - FUND 38
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Operations:						
Memberships/Dues/Subscriptions	435	769	1,595	0	0	0.0%
Professional/Technical	0	635	4,387	4,000	4,000	100.0%
UCCC Events	2,375	0	0	0	0	0.0%
Special Projects	0	0	4,178	0	0	
Transfer Out	100,000	0	850	0	181,000	0.0%
Total Expenditures	**102,810**	**1,403**	**11,010**	**4,000**	**185,000**	**100.0%**

CAPITAL IMPROVEMENTS FUND - FUND 45
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
REVENUES:						
Miscellaneous	61,363	65,886	59,168	0	0	0.0%
Fed/State Capital Projects	7,683,420	2,398,994	905,453	0	0	0.0%
SL County Capital Projects	0	0	2,011,015	0	0	0.0%
Interest	0	806	1,023	0	0	0.0%
Gain on Sale of Asset	118,466	99,550	259,054	0	0	0.0%
Total Revenues	**7,863,249**	**2,565,236**	**3,235,713**	**0**	**0**	**0.0%**
OTHER SOURCES:						
Bond/Lease Proceeds	0	513,202	0	0	0	0.0%
Appropriation from Fund Balance	0	0	0	3,646,212	444,392	0.0%
Total Other Sources	**0**	**513,202**	**0**	**3,646,212**	**444,392**	**0.0%**
Total Revenue and Other Sources	**7,863,249**	**3,078,438**	**3,235,713**	**3,646,212**	**444,392**	**0.0%**

CAPITAL IMPROVEMENTS FUND - FUND 45
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
EXPENDITURES:						
Rolling Stock Lease Payments	304,256	263,503	230,069	210,292	617,497	193.6%
Special Projects	413,345	0	0	0	2,500,000	0.0%
Facilities Projects	92,924	484,641	192,380	300,000	0	0.0%
Maverik Center Parking Lot	0	0	0	150,000	0	100.0%
Parkway Blvd Widening	0	0	82,800	0	0	0.0%
Faribourne Station	2,397,664	278,852	0	0	0	0.0%
Faribourne Station Parking Plaza	89,018	4,622,773	8,142,372	0	0	0.0%
2450 S Roadway Extention	0	402,843	523,596	0	0	0.0%
2400 S 4800 W Extention	570,794	0	0	0	0	0.0%
2700 W Improvement Project	0	40,600	284,059	0	0	0.0%
4100 S Reconstruction	0	30,000	997,198	0	0	0.0%
UCCC Basement Buildout	3,722,597	0	0	0	0	0.0%
Bridges	60,346	18,184	0	0	0	0.0%
Sidewalk Projects	146,401	167,953	0	0	0	0.0%
PW/Parks Building	378,938	106,627	2,243,715	0	0	0.0%
Overlay Projects	1,767,564	2,963,849	3,610,284	0	0	0.0%
Fire Station 71	46,925	155,412	1,841,628	0	0	0.0%
Fire Station 72	133,864	2,479,542	700,027	0	0	0.0%
Fire Station 76	0	2,323,207	209,027	0	0	0.0%
MVC Betterments	574,755	0	33,660	2,000,000	0	0.0%
City Park Parking Lot Reconstruction	0	390,505	0	0	0	0.0%
6800 W Orchard Elementry Improv	0	76,215	0	0	0	0.0%
FFC Roof & HVAC	0	502,871	0	0	0	0.0%
PDHQ Building	473,523	7,784,388	13,001,528	0	0	0.0%
City Courts/Legal Bldg	0	0	4,247	0	0	0.0%
Amphitheater Parking Lot Extention	0	114,248	0	0	0	0.0%
Fuel Tank Replacement	0	260,405	55,606	0	0	0.0%
Cilma Drive	0	0	750,000	0	0	0.0%
Admin Special Projects	73,904	0	161,702	200,000	0	0.0%
Finance Special Projects	18,647	23,611	0	0	0	0.0%
CPD Special Projects	0	0	0	8,000	0	0.0%
Police Special Projects	13,600	0	126,586	130,600	0	0.0%
Fire Spceial Porjects	0	24,969	0	75,000	0	0.0%
Parks Special Projects	0	166,680	0	217,787	0	0.0%
Rolling Stock	1,251,206	1,223,581	1,839,056	1,315,000	1,250,000	-4.9%
Transfers Out	0	0	400,369	499,825	0	100.0%
Transfers In	(59,852,397)	(4,111,179)	(26,702,070)	(1,460,292)	(2,673,105)	83.1%
Total Expenditures	**(47,322,127)**	**20,794,279**	**8,727,837**	**3,646,212**	**1,694,392**	**0.0%**

THE RIDGE GOLF CLUB FUND - FUND 55
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING REVENUE:						
Green Fees	669,256	697,748	660,899	585,000	730,000	24.8%
Member Programs	0	0	0	130,000	0	-100.0%
Carts	270,256	277,388	284,786	381,740	350,500	-8.2%
Driving Range	24,277	26,024	27,797	27,000	28,000	3.7%
Grill/Catering	310,021	304,118	310,156	315,000	280,000	-11.1%
Gratuities - Grill & Catering	0	0	0	0	45,000	100.0%
Pro Shop	140,561	130,868	140,475	150,000	140,000	-6.7%
Gratuities - Operations	0	0	0	0	10,000	100.0%
Pull Carts	473	289	290	500	0	-100.0%
Rental Clubs	2,312	2,382	1,665	2,500	2,000	-20.0%
Facility Rental	0	0	0	50,000	0	-100.0%
Miscellaneous	0	0	0	5,000	5,000	0.0%
Gain on Sale of Assets	0	0	2,500	35,000	35,000	0.0%
Appropriation from Fund Balance	0	0	0	336,798	492,056	46.1%
Total Revenue	**1,417,154**	**1,438,816**	**1,428,568**	**2,018,538**	**2,117,556**	**4.9%**

THE RIDGE GOLF CLUB FUND - FUND 55
EXPENSE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING EXPENSES						
OPERATIONS:						
Personnel	328,949	340,934	281,809	286,434	309,159	7.9%
Operations	64,490	71,177	81,369	172,914	172,914	0.0%
Professional Services	40,333	35,430	49,126	31,405	31,405	0.0%
Utilities	27,958	22,063	22,443	36,000	36,000	0.0%
Operations Subtotal	**461,730**	**469,604**	**434,747**	**526,753**	**549,478**	**4.3%**
MAINTENANCE:						
Personnel	342,339	353,664	407,400	352,534	356,783	1.2%
Operating Supplies	167,954	202,041	195,527	200,705	187,455	-6.6%
Utilities	152,229	96,303	120,654	181,250	181,250	0.0%
Maintenance Subtotal	**662,522**	**652,009**	**723,581**	**734,489**	**725,488**	**-1.2%**
GRILL/CATERING						
Personnel	257,618	230,151	226,571	302,106	356,668	18.1%
Operating Supplies	32,913	31,429	25,393	54,440	54,440	0.0%
Snack Bar Subtotal	**290,531**	**261,580**	**251,963**	**356,546**	**411,108**	**15.3%**
COST OF SALES:						
Cost of Goods Sold	100,479	94,794	109,482	95,000	95,000	0.0%
Grill/Snack Bar	104,084	105,638	98,215	145,000	145,000	0.0%
Depreciation	405,099	352,191	203,314	201,000	191,482	-4.7%
Cost of Sales Subtotal	**609,662**	**552,624**	**411,011**	**441,000**	**431,482**	**-2.2%**
Total Operating Expenses	**2,024,444**	**1,935,816**	**1,821,303**	**2,058,788**	**2,117,556**	**2.9%**
NON-OPERATING EXPENSES:						
Transfer In	0	(24,546)	(26,677)	(40,250)	0	0.0%
Transfer Out	0	30,000	0	0	0	0.0%
Total Non-Operating Expenses	**0**	**5,454**	**(26,677)**	**(40,250)**	**0**	**0.0%**
Total Expenses	**2,024,444**	**1,941,270**	**1,794,626**	**2,018,538**	**2,117,556**	**4.9%**

STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING REVENUE:						
Green Fees	739,058	726,576	743,067	685,000	830,000	21.2%
Member Programs	0	0	0	115,000	0	-100.0%
Carts	291,442	288,732	296,982	340,000	340,500	0.1%
Driving Range	16,892	16,587	18,637	18,000	18,000	0.0%
Grill/Catering	514,259	529,784	507,777	515,000	464,000	-9.9%
Gratuities - Grill & Catering	0	0	0	0	61,000	100.0%
Pro Shop	186,634	208,702	204,838	200,000	189,000	-5.5%
Gratuities - Operations	0	0	0	0	16,000	100.0%
Pull Carts	520	503	579	500	0	-100.0%
Rental Clubs	5,721	8,171	7,452	7,500	9,000	20.0%
Facility Rental	0	0	0	60,000	0	-100.0%
Misc.	42	0	0	5,000	5,000	0.0%
Total Op. Revenue	**1,754,567**	**1,779,055**	**1,779,332**	**1,946,000**	**1,932,500**	**-0.7%**
NON-OPERATING REVENUE:						
Gain on Sale of Assets	43,600	43,600	39,967	0	0	0.0%
Interest	1,836	22,075	38,568	0	0	0.0%
Appropriation from Fund Balance	0	0	0	1,199,900	1,389,224	15.8%
Total Non-Operating Rev	**45,436**	**65,675**	**78,535**	**1,199,900**	**1,389,224**	**15.8%**
Total Revenue	**1,800,002**	**1,844,730**	**1,857,867**	**3,145,900**	**3,321,724**	**5.6%**

STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING EXPENSES						
OPERATIONS:						
Personnel	384,668	400,963	414,374	426,564	457,578	7.3%
Operations	128,043	157,960	167,454	233,631	233,631	0.0%
Professional Services	47,495	48,743	46,032	45,000	45,000	0.0%
Utilities	34,593	43,814	41,991	45,000	45,000	0.0%
Operations Subtotal	**594,799**	**651,479**	**669,851**	**750,195**	**781,209**	**4.1%**
MAINTENANCE:						
Personnel	408,519	408,224	433,658	390,210	468,365	20.0%
Operating Supplies	197,365	277,402	218,840	243,051	243,051	0.0%
Utilities	143,129	151,526	113,456	180,750	180,750	0.0%
Maintenance Subtotal	**749,013**	**837,152**	**765,953**	**814,011**	**892,166**	**9.6%**
GRILL/CATERING:						
Personnel	283,719	298,953	297,553	262,888	330,199	25.6%
Operating Supplies	41,735	48,701	37,503	65,900	65,900	0.0%
Snack Bar Subtotal	**325,454**	**347,653**	**335,056**	**328,788**	**396,099**	**20.5%**
COST OF SALES:						
Cost of Goods Sold	121,389	131,741	140,653	135,000	140,000	3.7%
Grill/Snack Bar	157,171	158,429	146,380	180,000	180,000	0.0%
Depreciation	231,690	223,401	182,597	108,000	90,383	-16.3%
Cost of Sales Subtotal	**510,251**	**513,571**	**469,630**	**423,000**	**410,383**	**-3.0%**
Total Oper Expenses	**2,179,517**	**2,349,855**	**2,240,491**	**2,315,994**	**2,479,857**	**7.1%**
NON-OPERATING EXPENSES:						
Sales Tax Rev Bonds S 2016	460,706	64,066	48,598	1,231,767	1,235,065	100.0%
Transfer In from (GF)	(1,426,570)	(467,618)	(480,968)	(401,861)	(393,198)	-2.2%
Transfer Out	0	10,000	0	0	0	0.0%
Total Non-Operating Expenses	**(965,865)**	**(393,553)**	**(432,369)**	**829,906**	**841,867**	**1.4%**
Total Expenses	**1,213,652**	**1,956,303**	**1,808,122**	**3,145,900**	**3,321,724**	**5.6%**
Net Income (Loss)	**586,350**	**(111,573)**	**49,745**	**0**	**0**	

GRANTS - FUND 60
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
CDBG Projects	1,913,456	1,168,923	1,662,981	1,300,000	1,348,130	3.7%
HOME & Federal Grants	755,212	1,026,140	1,243,459	300,000	299,200	-0.3%
State Grants	255,990	286,625	181,032	0	0	0.0%
Other Governmental Agencies	3,222,139	91,855	98,620	0	0	0.0%
Subtotal	**6,146,797**	**2,573,544**	**3,186,093**	**1,600,000**	**1,647,330**	**3.0%**

GRANTS - FUND 60
EXPENDITURE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
Personnel	127,847	129,778	132,329	136,637	143,444	5.0%
General Operations	87,690	55,390	69,686	76,360	76,360	0.0%
CDBG Projects	1,697,919	983,508	1,460,967	1,087,003	1,128,326	3.8%
HOME & Federal Grants	742,612	1,010,490	1,228,459	300,000	299,200	-0.3%
State Grants	268,590	300,625	200,652	0	0	0.0%
Other Governmental Agencies	3,222,139	91,855	94,000	0	0	0.0%
Subtotal	**6,146,797**	**2,571,647**	**3,186,093**	**1,600,000**	**1,647,330**	**3.0%**

AMBULANCE FUND - FUND 66
REVENUE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING REVENUE:						
Ambulance Fees	2,631,850	2,886,528	2,915,464	2,987,144	3,182,021	6.5%
Collections Proceeds	152,329	129,570	104,983	195,000	125,000	-35.9%
Gain on Sale of Assets	5,670	0	0	0	0	0.0%
Misc.	0	1,014	8,564	0	0	0.0%
Appropriation from Fund Balance	0	0	0	5,400	0	-100.0%
Total Operating Revenue	**2,789,849**	**3,017,111**	**3,029,011**	**3,187,544**	**3,307,021**	**3.7%**

AMBULANCE FUND - FUND 66
EXPENSE STATEMENT

	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Adopted 2019-2020	Tentative 2020-2021	Percent Change
OPERATING EXPENSES						
OPERATIONS						
Permanent Employees	960,972	940,228	904,941	1,011,771	1,027,460	1.6%
Overtime	35,948	40,354	36,714	46,970	46,970	0.0%
Employee Benefits	419,189	424,543	405,300	434,556	418,581	-3.7%
Uniform Allowance	20,495	20,400	18,300	14,400	14,400	0.0%
Travel/Training	0	0	385	5,825	5,825	0.0%
Office Supplies	1,667	123	847	2,390	2,390	0.0%
Equipment Maint.	0	0	922	2,987	2,987	0.0%
Gas/Diesel	20,498	31,845	33,396	30,588	30,588	0.0%
Auto Maintenance	44,624	22,515	31,616	52,974	52,974	0.0%
Auto Parts	26,830	33,595	35,913	43,000	43,000	0.0%
Prof/Tech WVC	0	0	925,000	400,000	400,000	0.0%
Billing Services	133,120	146,829	162,046	165,000	165,000	0.0%
Ambulance Service Provider Assess.	92,143	100,252	141,249	115,000	115,000	0.0%
Public Safety Supplies	94,308	77,514	66,061	93,450	93,450	0.0%
Insurance	0	13,920	0	7,650	7,650	0.0%
Capital Equipment	0	3,871	125	0	0	0.0%
Depreciation	130,972	158,059	227,185	400,000	417,000	4.3%
Total Operating Expenses	**1,980,764**	**2,014,049**	**2,989,999**	**2,826,561**	**2,843,275**	**0.6%**
NON-OPERATING EXPENSES:						
Lease Agreement	1,228	823	62,889	360,983	360,983	0.0%
Transfer Out	0	1,480,370	0	0	102,763	0.0%
Transfer In	(295,000)	0	0	0	0	0.0%
Total Non-Operating Expenses	**(293,772)**	**1,481,193**	**62,889**	**360,983**	**463,746**	**28.5%**
Total Expenses	**1,686,993**	**3,495,242**	**3,052,888**	**3,187,544**	**3,307,021**	**3.7%**

Item#: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____
Neighborhood: **Old Farm Station**

ISSUE PAPER:

PUD-2-2019 – Erin Hills PUD

SYNOPSIS:

Applicant:	Mark Garza
Proposal:	Final Plat Approval
Location:	3625 South 5600 West
Zoning:	RM, R-1-8 & C-2
Acres:	14.4
Units:	130

BACKGROUND

Mark Garza is requesting final plat approval for the Erin Hills PUD. The project consists of 130 townhome units, 2 single family lots, and 2 commercial pad sites on approximately 14.4 acres. The proposed development is located at 3625 South 5600 West. The subject property was rezoned in January 2019 from the A zone to the RM and C-2 zones. The two single family lots were already zoned R-1-8. A development agreement was approved by the City Council as part of that process.

Access to the development will be gained from a public road with connecting points on both 5600 West and 3500 South. The public right-of-way will provide two points of access into the townhome community. All streets within the project itself will be private

The dedicated right-of-way providing access to the subdivision will meet City standards for width and other improvements. The cross section calls for a parkstrip and street trees on both sides of the road. The development agreement stipulates that maintenance of the landscaped parkstrips will be the responsibility of the Home Owner's Association.

Access within the project itself will be provided by a series of private streets and drive courts. Main roads in and through the project will require a minimum asphalt width of 26 feet. Drive courts that are less than 150 feet in length can have 20-feet of asphalt per the Fire Code.

The project will consist of at least two different building styles of townhomes. The mixture of buildings will be two and three story. The two story units will be located along the east and south property lines. All townhomes will include rear load garages. There will be a minimum of two exterior colors schemes used per building to help provide variety between buildings.

Buildings will consist of 100% masonry products. Brick, stone and fiber cement siding along stucco will be used here. Townhome units will have varying square footages. Unit sizes range from 1,598 square feet for the two-story units to 2,067 square feet for the three-story units. All townhomes will include 9-foot ceilings, two-tone paint and solid surface countertops in the kitchens and bathrooms.

The parking requirement for all residential development in the City is 2 spaces per unit. However, in multiple family projects where many units do not have driveways, this number is generally deficient. In the Erin Hills PUD, all units will have a two-car garage and 60 of those units will have driveways in front of the garage for additional parking. In addition to the garage and driveway parking, 30 guest spaces are provided as well. All total, the project will provide 410 parking spaces which was a requirement of the development agreement. This number equates to a parking ratio of 3.15 spaces per unit.

The project amenities include courtyards between the alley loaded units, a BBQ area, a patio and balcony for each of the 3 story units, a rooftop patio for each of the 3 story units and a front porch for each of the 2 story units. The project will have a pavilion, tot lot and sports court. The site has an extensive sidewalk system that will allow residents to walk around the entire perimeter of the development. Interior sidewalks will also provide good pedestrian connections from residential units to the open space and recreational amenities mentioned above.

The developer will create a Home Owner's Association for the entire project. The association will be responsible to hire a property management company for the site itself as well as the parkstrip landscaping along the "L" shaped street. As per previous PUD applications, and as addressed in the development agreement, prior to the HOA taking over the project, an independent engineering firm will certify that the project was completed per the City's approvals. This will provide an opportunity to ensure that all development standards and improvements have been completed in accordance with the Planning Commission's approval of this project.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

PUD-2-2019
Erin Hills PUD – Preliminary Plat
RM, R-1-8 & C-2 Zones
130 Units
2 S.F. Lots
2 Commercial Lots
14.4 Acres

BACKGROUND

Mark Garza is requesting preliminary approval for the Erin Hills PUD. The project consists of 130 townhome units, 2 single family lots, and 2 commercial pad sites on approximately 14.4 acres. The proposed development is located at approximately 3625 South 5600 West. The site is bordered on the south by an existing single-family dwelling and the Reunion Woods PUD. Property to the east is zoned R-1-8 and consists of existing single-family dwellings. 3500 South is located to the north, and 5600 West to the west.

STAFF/AGENCY COMMENTS:

Public Works Department:

Authorization required of ditch/water users for any abandonment, relocation, piping and any other modifications to existing ditches or irrigation structures.

Contact Salt Lake County Auditor's Office for approval of street names and subdivision names.

Street improvements shall be installed in accordance with plan and profiles approved by the Engineering Division.

Private streets are required to have 26 feet of asphalt.

Will need to evaluate the knuckle design on the public street. Will require no parking signs on the north and west sides of the public street.

Flood control issues to be coordinated with Public Works.

Will need to submit soils report prior to final plat review.

Utility Companies:

Standard Utility Easements required.

Granger Hunter Improvement District:

Project is subject to all GHID requirements and design standards.

Fire Department:

Proposed fire hydrant locations need to be shown on subdivision plat.

Project shall meet all provisions of Fire Code relating to this type of development.

Minimum pavement on private streets to be 26 feet in width. Private drive courts shall have a minimum pavement width of 20 feet.

Building Division:

Soils report required.

ISSUES:

The Erin Hills PUD is a residential planned community consisting of 130 town home units. In addition to the town homes, there are 2 commercial lots and 2 single family lots comprising a total area of 14.4 acres. The subject property was rezoned in January 2019 from the A zone to the RM and C-2 zones. The two single family lots were already zoned R-1-8. A development agreement was approved by the City Council as part of that process. Various elements from this agreement will be addressed as part of this staff report. Due to the location and complexity of this development, staff would like to address the following issues:

Overall Development:

The Erin Hills PUD will be a planned community consisting of 130 residential units. Two commercial pad sites are also planned within the overall development with one being located along 5600 West and the other along 3500 South. Two lots will be platted along 5450 West and will be single family detached homes. The total acreage for this project is just over 14 acres. The density has been calculated at 9.2 units per acre. This density complies with the zoning approval received in January 2019.

The site has been designed with both a dedicated right-of-way and private street system. Details and concerns about the proposed widths will be addressed as part of the analysis.

Access:

Access to the development will be gained from a public road with connecting points on both 5600 West and 3500 South. The public right-of-way will provide two points of access into the townhome community. As both 5600 West and 3500 South are controlled by UDOT, the developer will need to coordinate these access points.

The preliminary plat is not showing curb returns at 5600 West. The developer will need to coordinate this with the commercial business to the north and will need to provide a return on the new commercial lot to the south. 3500 South does have these returns and will likely be constructed with the intersection improvements for the Mountain View Corridor.

As mentioned previously, there is one dedicated right-of-way providing access to the subdivision. The street width here will be 54 feet. The cross section calls for a parkstrip and street trees on both sides of the road. The development agreement stipulates that maintenance of the landscaped parkstrips will be the responsibility of the Home Owner's Association.

The City Engineering Division expressed a concern with the knuckle on this road. The City Traffic Engineer evaluated this concern and believes that since the project does not have homes backing out on to this street, the knuckle will most likely work. He is also recommending that no parking signs be placed along the north and west sides of this street.

Access within the project itself will be provided by a series of private streets and drive courts. Main roads in and through the project will require a minimum asphalt width of 26 feet. Drive courts that are less than 150 feet in length can have 20-feet of asphalt per the Fire Code. A few modifications to these streets will need to occur to meet City standards. However, staff believes there is sufficient room within the project to meet the standards outlined above.

Housing Design:

The project will consist of at least two different building styles of townhomes. The mixture of buildings will be two and three story. The two-story units will be located along the east and south property lines. All townhomes will include rear load garages. There will be a minimum of two exterior colors schemes used per building to help provide variety between buildings.

Buildings will consist of 100% masonry products. Brick, stone and fiber cement siding along stucco will be used here. Townhome units will have varying square footages. Unit sizes range from 1,598 square feet for the two-story units to 2,067 square feet for the three-story units. All townhomes will include 9-foot ceilings, two-tone paint and solid surface countertops in the kitchens and bathrooms.

Setbacks will be per the illustrated site plan. Two story units along the south and east sides of the project are set back 20 feet per the development agreement. If need be, proposed setbacks can be modified to accommodate the wider street widths mentioned previously. Staff will work with the developer on this issue as the project moves forward.

As a general statement, staff likes the architecture of proposed buildings. A more thorough review will take place once building plans are submitted for review and approval.

Parking:

The parking requirement for all residential development in the City is 2 spaces per unit. However, in multiple family projects where many units do not have driveways, this number is generally deficient. In the Erin Hills PUD, all units will have a two-car garage and 60 of those units will have driveways in front of the garage for additional parking. In addition to the garage and driveway parking, 30 guest spaces are provided as well. All total, the project will provide 410 parking spaces which was a requirement of the development agreement. This number equates to a parking ratio of 3.15 spaces per unit.

Project Amenities:

The project amenities include courtyards between the alley loaded units, a BBQ area, a patio and balcony for each of the 3 story units, a rooftop patio for each of the 3 story units and a front porch for each of the 2 story units. The project will have a pavilion, tot lot and sports court as illustrated on the site plan. The site has an extensive sidewalk system that will allow residents to walk around the entire perimeter of the development. Interior sidewalks will also provide good pedestrian connections from residential units to the open space and recreational amenities mentioned above. That said, there are some areas that staff believes can better and will work with the developer through the process to refine them.

The developer will be installing a 6-foot masonry wall along 5600 West and around the commercial lot where it is contiguous to the residential units. Property along the east side of the development will also have a masonry wall. The color and pattern of this wall will be reviewed by staff as the project moves forward. The south side of this project is already fenced with a 6-foot vinyl fence. However, a small portion out near 5600 West lacks any formal fencing.

Staff anticipates that the developer will finish fencing along this boundary to match the fencing of Reunion Woods. Entry features are planned at the entrances on 3500 South and 5600 West. These will also be reviewed as the project moves forward.

Open Space/Landscaping:

Open space for this development has been calculated at approximately 54%. This number is likely to change slightly as the developer will need to increase some of the interior road widths to meet City standards. However even with this reduction, the site will have ample open space and amenities mentioned previously. In other developments where rooftop patios were constructed, the City counted these spaces towards the open space requirements. While not counted here as part of the open space, it could be if the open space percentage decreased based on those changes noted above.

A landscape plan has been submitted as part of the preliminary application. The landscape plan is relatively complete and looks good so far. Staff will evaluate this further as the project moves forward. The plan does take into account the area on the outside of the masonry wall adjacent to 5600 West. An area of approximately 10 feet will be landscaped similar to what Reunion Woods PUD did farther to the south.

Storm Drainage:

The developer will be coordinating storm water issues for the entire project with the City Engineering Division. At this point in the review process, staff is unsure whether detention basins will be required. It is likely that water will be able to drain out to either 5600 West or 3500 South. This matter will be further explored during the final plat process.

Geotechnical Report:

A geotechnical report will be required for this project. Although basements are not planned, the report will be needed for building construction and for the dedicated right-of-way.

Tree Survey:

There are several mature trees on this property. While a tree survey won't necessarily be needed, staff would suggest that the developer evaluate whether any of these trees are worth saving. Especially along the proposed public street coming in off 5600 West. The trees may be too far south of the new street, but if any can be saved and trimmed up, it would become an immediate benefit to the community.

Site Management:

The developer will create a Home Owner's Association for the entire project. The association will be responsible to hire a property management company for the site itself as well as the park strip landscaping along the "L" shaped street. As per previous PUD applications, and as addressed in the development agreement, prior to the HOA taking over the project, an independent engineering firm will certify that the project was completed per the City's approvals. This will provide an opportunity to ensure that all development standards and improvements have been completed in accordance with the Planning Commission's approval of this project.

STAFF ALTERNATIVES:

A. Grant preliminary approval for The Erin Hills PUD subject to the following conditions:

1. That the developer resolves all staff and agency concerns.

2. That this development complies with all provisions listed in the development agreement.

3. That the proposed development complies with all provisions of the West Valley City Fire Department. The minimum asphalt width for the private street shall be 26 feet. Private drive courts shall be a minimum width of 20 feet of asphalt.

4. That the project complies with all standards outlined by the City Engineering Division with regards to the dedicated ROW. Private streets shall be constructed with City standards and shall be inspected by an independent testing agency.

5. That the developer resolves any issues regarding irrigation ditches and irrigation water that may be in use.

6. That compliance be made with Granger Hunter Improvement District, i.e., water line extensions, connections, water rights and fire protection.

7. That the subdivision name and street names be approved by the Salt Lake County Auditor's Office.

8. That proposed building setbacks be in accordance with the site plan reviewed as part of this application. Slight modifications can be made if needed in order to accommodate street widths, utilities or other infrastructure. Modifications that deviate substantially from the approved site plan shall be reviewed by the Planning Commission.

9. That specialty lighting be provided throughout the entire development. A lighting plan shall be provided prior to final plat review.

10. That an entry feature be installed per the development agreement. Location and feature shall be reviewed with the final plat.

11. That building elevations, colors and materials, be in accordance with City ordinances and shall follow those illustrations approved by the Planning Commission.

12. That fencing be installed per the development agreement. Said fencing shall be reviewed during the final plat process.

13. That the soils report be evaluated by the Chief Building Official and City Engineering Division as it relates to this project.

14. That the developer evaluates existing trees on site and determine if any would be a benefit to the property.

B. Continuation, in order for the developer to address issues raised during the public hearing.

Applicant:
Mark Garza
138 South 129 East Suite B2 #341
Draper, Utah 84020

Discussion: Mark Garza said he understands and fully intends to meet City Code requirements. Mark Garza indicated some of the homes along 3500 South and 5600 West contain asbestos. He will apply for a demolition permit to remove those structures as soon as he can. For the older homes being phased out, he is trying to give the residents enough time to find new homes. Mark Garza announced he will try to save existing trees where feasible and agrees with the conditions in the staff report.

Motion: Commissioner Lovato moved approve PUD-2-2019 subject to the 14 conditions listed in the staff report.

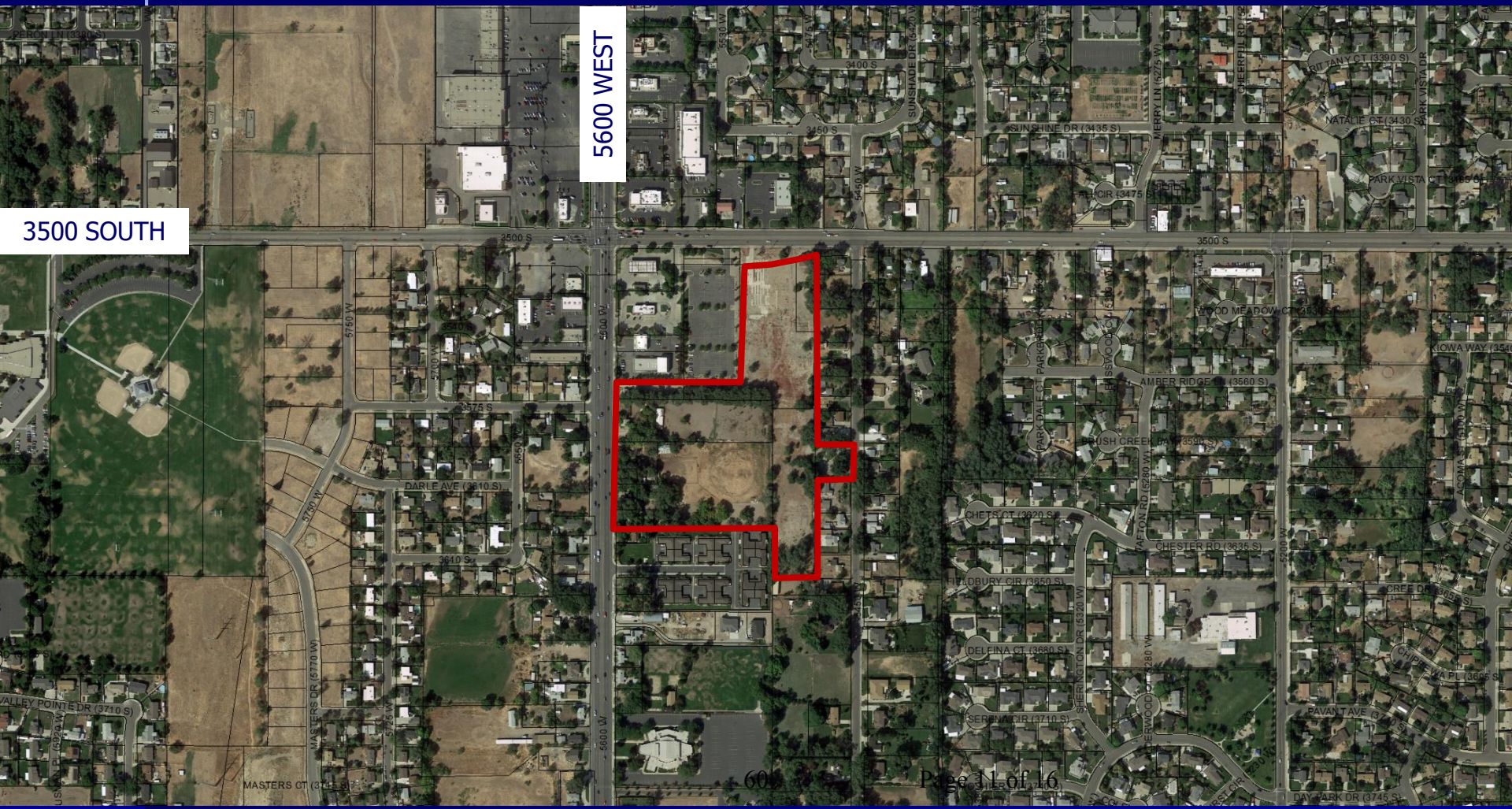
Commissioner Woodruff seconded the motion.

Vote:

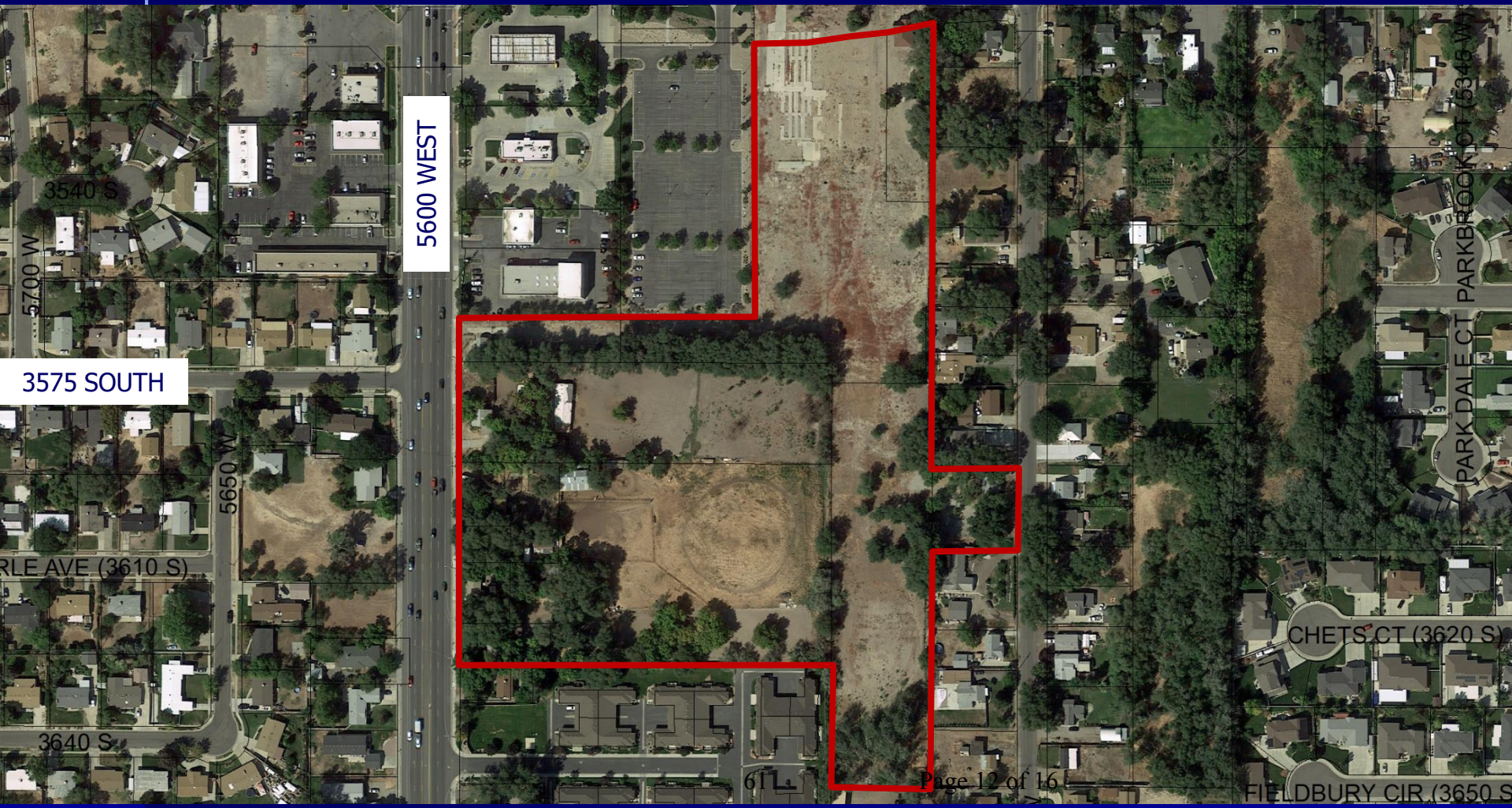
Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner McEwen	Yes
Commissioner Meaders	Yes
Commissioner Porter	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes

Unanimous – PUD-2-2019 – Approved

PUD-2-2019 Mark Garza is requesting preliminary approval for the ERIN HILLS PLANNED UNIT DEVELOPMENT. The project consists of 130 townhome units, 2 single family lots, and 2 commercial pad sites on approximately 14.4 acres. The proposed development is located at approximately 3625 South 5600 West and is zoned RM (Multiple Unit Dwelling Residential), C-2 (General Commercial), and R-1-18 (Single Unit Dwelling Residential, minimum 8,000 square feet). (Staff - Steve Lehman at 801-963-3311)



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ISSUE DATE	PROJECT NUMBER
08-27-2019	UT19036

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

ERIN HILLS

3570 SOUTH 5600 WEST
WEST VALLEY, UTAH

62

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:

DEV GROUP, LLC
MARK GARZA
7069 SOUTH HIGHLAND DR.
SLC, UT 84121

Client / Engineer:

LAYTON DAVIS ARCHITECTURE
2005 EAST 2700 SOUTH STE. 200
SLC, UT 84109
801-487-0715

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
PKJ DESIGN GROUP L.L.C.
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT JOSEPH T. ANDERSON 8172901-5501 08/27/2019 STATE OF UTAH

PM:	JTA
DRAWN:	KBA
CHECKED:	TM
PLOT DATE:	8/27/2019

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

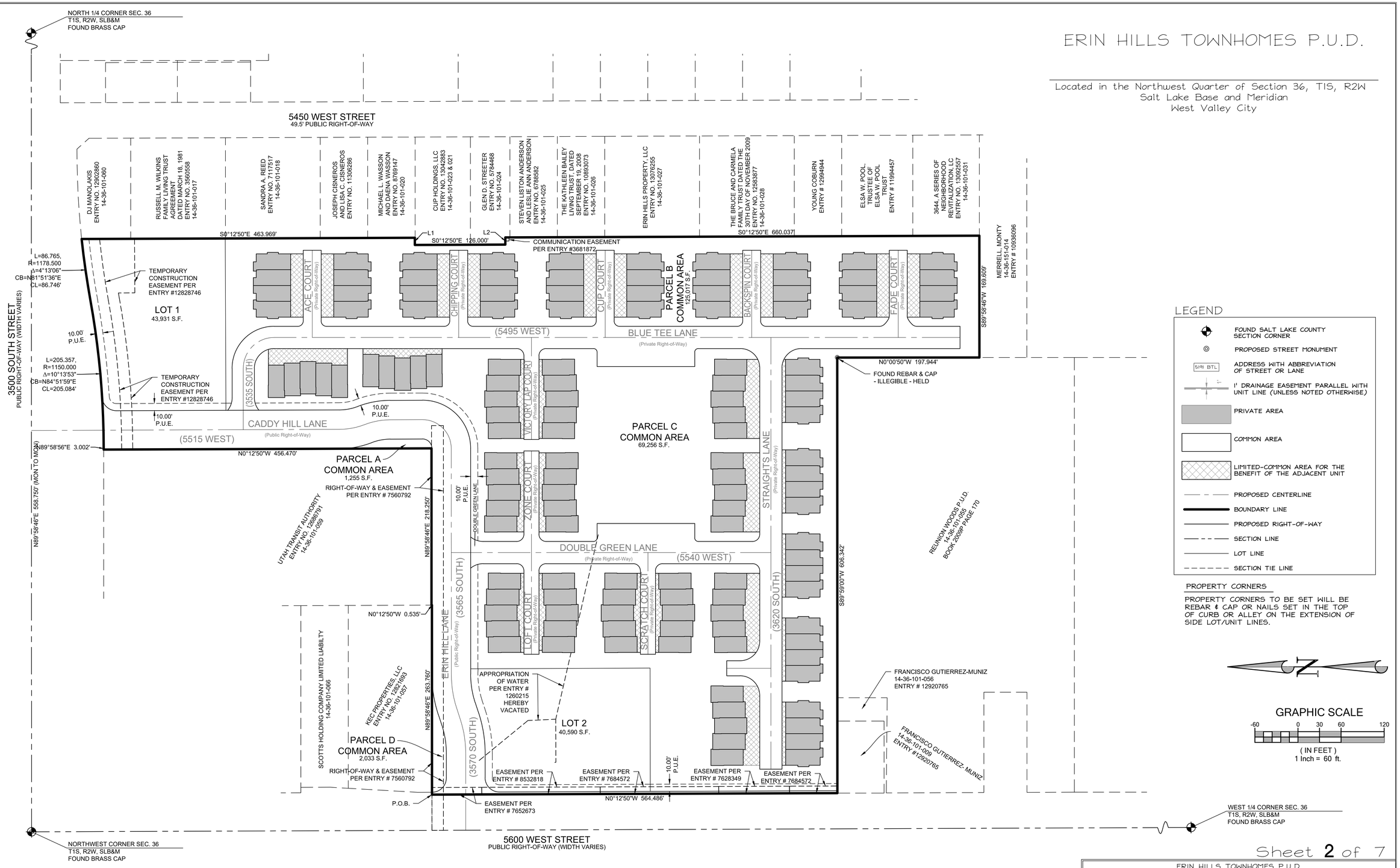
LP-COLOR





ERIN HILLS TOWNHOMES P.U.D.

Located in the Northwest Quarter of Section 36, T1S, R2W
Salt Lake Base and Meridian
West Valley City



LEGEND

- FOUND SALT LAKE COUNTY SECTION CORNER
- PROPOSED STREET MONUMENT
- 5191 BTL — ADDRESS WITH ABBREVIATION OF STREET OR LANE
- 1' DRAINAGE EASEMENT PARALLEL WITH UNIT LINE (UNLESS NOTED OTHERWISE)
- PRIVATE AREA
- COMMON AREA
- LIMITED-COMMON AREA FOR THE BENEFIT OF THE ADJACENT UNIT
- PROPOSED CENTERLINE
- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- SECTION LINE
- LOT LINE
- SECTION TIE LINE

PROPERTY CORNERS

PROPERTY CORNERS TO BE SET WILL BE REBAR & CAP OR NAILS SET IN THE TOP OF CURB OR ALLEY ON THE EXTENSION OF SIDE LOT/UNIT LINES.

GRAPHIC SCALE

-60 0 30 60 120

(IN FEET)
1 Inch = 60 ft.

PERIGEE
CONSULTING
CIVIL - STRUCTURAL - SURVEY
9089 SOUTH 1300 WEST, SUITE 160
801.628.6004 TEL 801.590.6611 FAX
WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

PROFESSIONAL LAND SURVEYOR
No. 6390728
MARSHALL D. BYRD
11/5/2020
STATE OF UTAH

ERIN HILLS TOWNHOMES P.U.D.

Located in the Northwest Quarter of Section 36, T1S, R2W
Salt Lake Base and Meridian

RECORDED #

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE $ _____ SALT LAKE COUNTY RECORDER

Item #:	
Fiscal Impact:	$400.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement from the Robert W. Partner and Evelyn S. Partner.

SYNOPSIS:

Robert W. Partner and Evelyn S. Partner have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3935 S. Market Street (15-33-332-0100).

BACKGROUND:

The Robert W. Partner and Evelyn S. Partner property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $400.00 was based upon an appraisal report prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ROBERT AND EVELYN PARTNER FOR PROPERTY LOCATED AT 3935 SOUTH MARKET STREET.

WHEREAS, Robert and Evelyn Partner (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3935 South Market Street that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Robert and Evelyn Partner (collectively, the GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Four Hundred Dollars ($400.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

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

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
ROBERT PARTNER

EVELYN PARTNER

State of UTAH)
:ss
County of SALT LAKE)

On this 21st day of APRIL, 2020, personally appeared before me Robert and Evelyn Partner, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

Approved as to Form 4/22/2020
Brandon Hill

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-332-010**

WARRANTY DEED

Robert W. Partner and Evelyn S. Partner, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3935 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southwest corner of Lot 51, Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence North 29°30'00" East 11.00 feet along the westerly line of said lot; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears South 15°30'00" East 15.56 feet; thence North 60°30'00" West 11.00 feet along the southerly line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

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

WITNESSED the hands of said GRANTORS this _____ day of _____, 2020.

GRANTOR

_____
Robert W. Partner

GRANTOR

_____
Evelyn S. Partner

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Robert W. Partner** and **Evelyn S. Partner,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-332-010**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert W. Partner and Evelyn S. Partner**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3935 South Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is North 29°30'00" East 11.00 feet from the southwest corner of Lot 51, Rolling Meadows No. 2, according to the official plat thereof as recorded in Book X at Page 57 in the office of the Salt Lake County Recorder, and running thence North 29°30'00" East 1.00 foot; thence South 15°30'00" East 16.97 feet; thence North 60°30'00" West 1.00 foot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears North 15°30'00" West 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2020.

GRANTOR

_____
Robert W. Partner

GRANTOR

_____
Evelyn S. Partner

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Robert W. Partner** and **Evelyn S. Partner,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-332-010**

WARRANTY DEED

Robert W. Partner and Evelyn S. Partner, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3935 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

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

WITNESSED the hands of said GRANTORS this 21st day of April, 2020.

GRANTOR

Robert W. Partner

GRANTOR

Evelyn S. Partner

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me **Robert W. Partner** and **Evelyn S. Partner,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-332-010**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert W. Partner and Evelyn S. Partner**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3935 South Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
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This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTORS this 21ST day of APRIL, 2020.

GRANTOR

Robert W. Partner

GRANTOR

Evelyn S. Partner

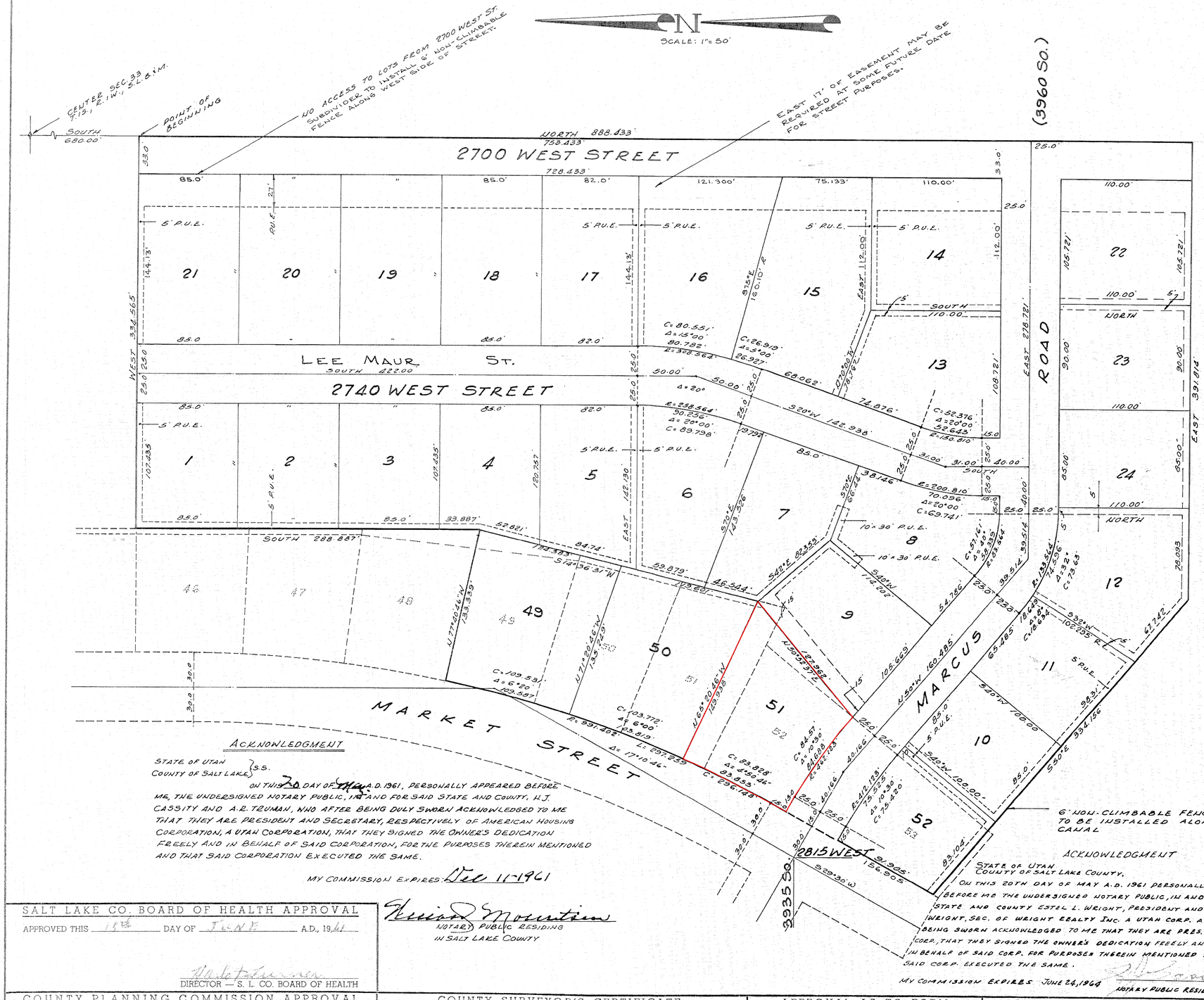
State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me **Robert W. Partner** and **Evelyn S. Partner,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

93 50



ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 20 DAY OF May A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, H.J. CASSITY AND A.R. TRUMAN, WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY OF AMERICAN HOUSING CORPORATION, A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11-1961

Marion Mountjoy
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 19th DAY OF JUNE A.D., 1961

DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 23RD DAY OF MAY A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

AUG 31, 1961. DATE

Roscoe Boden
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 15th DAY OF September A.D., 1961

Deputy SALT LAKE COUNTY ATTORNEY

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING
SOUTH	680.00	FEET FROM THE CENTER OF SECTION 33
		T.1S., R.1W., S.L.B. & M.; THENCE
WEST	334.565	FEET; THENCE
SOUTH	288.887	FEET; THENCE
N77°26'46"W	133.339	FEET; THENCE SOUTHWESTERLY ALONG A
		391.402 FOOT RADIUS CURVE
RIGHT	297.259	FEET; THENCE
S29°30'W	156.905	FEET; THENCE
S30°E	334.156	FEET; THENCE
EAST	391.814	FEET; THENCE
NORTH	888.433	FEET; TO THE POINT OF BEGINNING

NOV 1960 DATE

REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that we, the 6 undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS NO. 2

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

In witness whereof we have hereunto set our hands this 20TH day of MAY A.D., 1961

WRIGHT REALTY INC.

Estel L. Wright PRESIDENT

Jack M. Wright SECRETARY

Orlyn K. Bennion
ORLYN K. BENNION

Thelma B. Bennion
THELMA B. BENNION

AMERICAN HOUSING CORP.

H.J. Cassity
H.J. CASSITY, PRESIDENT

A.R. Truman
A.R. TRUMAN, SECRETARY

Vern C. Hardman Jr.
VERN C. HARDMAN, JR.

Virginia R. Hardman
VIRGINIA R. HARDMAN

M.E. Bangerter
MAX E. BANGERTER

Thelma R. Bangerter
THELMA R. BANGERTER

ACKNOWLEDGMENT

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

On the 14TH day of SEPT. A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 6 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: JUNE 24, 1964

H.J. Cassity
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE COUNTY,

ON THIS 20TH DAY OF MAY A.D. 1961 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY ESTEL L. WRIGHT, PRESIDENT AND LEAH M. WRIGHT, SEC. OF WEIGHT REALTY INC. A UTAH CORP. AND WHO AFTER BEING SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRES. & SEC. OF SAID CORP., THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY IN BEHALF OF SAID CORP. FOR PURPOSES THEREIN MENTIONED AND THAT SAID CORP. EXECUTED THE SAME.

MY COMMISSION EXPIRES JUNE 24, 1964

NOTARY PUBLIC RESIDING IN S.L.CO.

ROLLING MEADOWS NO. 2

AMENDING LOTS 49, 50, 51, 52 & 53 IN ROLLING MEADOWS No 1. AS RECORDED ON PAGE 61, BOOK V, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. IN SEC. 33 T.1S., R.1W., SALT LAKE BASE & MERIDIAN

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 20TH DAY OF September A.D., 1961, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Wm. Huddington SALT LAKE COUNTY CLERK

H. J. Larson CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1802756

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Co.

DATE Sept. 29-1961 TIME 8:36 A.M. BOOK X PAGE 57

23.50 FEE $

SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL #997-2

Item #:	
Fiscal Impact:	$700.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement from the Terry Loring Nielson Trust, dated November 7, 2018 and from the Melissa Jolean Nielson Trust, dated November 7, 2018.

SYNOPSIS:

The Terry Loring Nielson Trust, dated November 7, 2018 and the Melissa Jolean Nielson Trust, dated November 7, 2018 have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 4020 S. Market Street (15-33-354-030).

BACKGROUND:

The Terry Loring Nielson Trust and Melissa Jolean Nielson Trust property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $700.00 was based upon an appraisal report prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE TERRY LORING NIELSON TRUST AND THE MELISSA JOLEAN NIELSON TRUST FOR PROPERTY LOCATED AT 4020 SOUTH MARKET STREET.

WHEREAS, the Terry Loring Nielson Trust and the Melissa Jolean Nielson Trust (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 4020 South Market Street that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Terry Loring Nielson, trustee or successor trustee of the Terry Loring Nielson Trust, dated November 7, 2018 (as to an undivided one half interest) and Melissa Jolean Nielson, trustee or successor trustee of the Melissa Jolean Nielson Trust, dated November 7, 2018 (as to an undivided one half interest), (collectively, GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Seven Hundred Dollars ($700.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and

for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

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

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
TERRY LORING NIELSON, AS TRUSTEE

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me Terry Loring Nielson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the Terry Loring Nielson Trust, dated November 7, 2018, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTOR
MELISSA JOLEAN NIELSON, AS TRUSTEE

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me Melissa Jolean Nielson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the Melissa Jolean Nielson Trust, dated November 7, 2018, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

_____

Approved as to Form 4/22/2020

Brandon Hill

ATTEST:

_____

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of parcel #15-33-354-030

WARRANTY DEED

Terry Loring Nielson, trustee or his successor trustees, of the Terry Loring Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest and **Melissa Jolean Nielson, trustee or her successor trustees, of the Melissa Jolean Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest**, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4020 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire parcel of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the northeast corner of Lot 45, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 6.41 feet along the east line of said lot; thence North 45°00'00" West 9.07 feet to the north line of said lot; thence East 6.41 feet to the POINT OF BEGINNING. Containing 21 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
Terry Loring Nielson Trust, dated November 7, 2018

_____
Terry Loring Nielson, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Terry Loring Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Terry Loring Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and he/she acknowledged to me that said trust executed the same.

_____
Notary Public

WITNESSED the hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
Melissa Jolean Nielson Trust, dated November 7, 2018

_____
Melissa Jolean Nielson, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Melissa Jolean Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Melissa Jolean Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-354-030**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Terry Loring Nielson, trustee or his successor trustees, of the Terry Loring Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest and Melissa Jolean Nielson, trustee or her successor trustees, of the Melissa Jolean Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4020 S. Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 0°00'00" West a distance of 6.41 feet from the northeast corner of Lot 45, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 4.00 feet along the east line of said lot; thence North 45°00'00" West 14.73 feet to the north line of said lot; thence East 4.00 feet along said north line; thence South 45°00'00" East 9.07 feet to the POINT OF BEGINNING. Encompassing 34 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
Terry Loring Nielson Trust, dated November 7, 2018

_____
Terry Loring Nielson, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Terry Loring Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Terry Loring Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and he/she acknowledged to me that said trust executed the same.

_____
Notary Public

WITNESSED the hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
Melissa Jolean Nielson Trust, dated November 7, 2018

_____
Melissa Jolean Nielson, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Melissa Jolean Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Melissa Jolean Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #15-33-354-030
Portion of parcel #15-33-354-030

WARRANTY DEED

Terry Loring Nielson, trustee or his successor trustees, of the Terry Loring Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest and **Melissa Jolean Nielson, trustee or her successor trustees, of the Melissa Jolean Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest**, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4020 S. Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire parcel of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the northeast corner of Lot 45, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 6.41 feet along the east line of said lot; thence North 45°00'00" West 9.07 feet to the north line of said lot; thence East 6.41 feet to the POINT OF BEGINNING. Containing 21 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 21 day of April, 2020.

GRANTOR
Terry Loring Nielson Trust, dated November 7, 2018

Terry Loring Nielson, Trustee

State of UTAH)
:ss
County of SALT)

On this 21st day of APRIL, 2020, personally appeared before me **Terry Loring Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Terry Loring Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and he/she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 21 day of April, 2020.

GRANTOR
Melissa Jolean Nielson Trust, dated November 7, 2018

Melissa Jolean Nielson, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 21st day of APRIL, 2020, personally appeared before me **Melissa Jolean Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Melissa Jolean Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-354-030**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Terry Loring Nielson, trustee or his successor trustees, of the Terry Loring Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest and Melissa Jolean Nielson, trustee or her successor trustees, of the Melissa Jolean Nielson Trust, dated November 7, 2018, as to an undivided one-half (1/2) interest**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4020 S. Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 0°00'00" West a distance of 6.41 feet from the northeast corner of Lot 45, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 4.00 feet along the east line of said lot; thence North 45°00'00" West 14.73 feet to the north line of said lot; thence East 4.00 feet along said north line; thence South 45°00'00" East 9.07 feet to the POINT OF BEGINNING. Encompassing 34 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantors may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 21 day of April, 2020.

GRANTOR
Terry Loring Nielson Trust, dated November 7, 2018

Terry Loring Nielson, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 21st day of APRIL, 2020, personally appeared before me **Terry Loring Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Terry Loring Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and he/~~she~~ acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 21 day of April, 2020.

GRANTOR
Melissa Jolean Nielson Trust, dated November 7, 2018

Melissa Jolean Nielson, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL 21ST, 2020, personally appeared before me **Melissa Jolean Nielson,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Melissa Jolean Nielson Trust, dated November 7, 2018**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

#51.00

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 1st DAY OF January A.D. 1962, BEFORE ME Robert M. Dyer, A NOTARY PUBLIC, PERSONALLY APPEARED JOHN H. VANDENBURG, KNOWN TO ME TO BE THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, AND CORPORATION SOLE OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: April 1, 1962

Robert M. Dyer
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

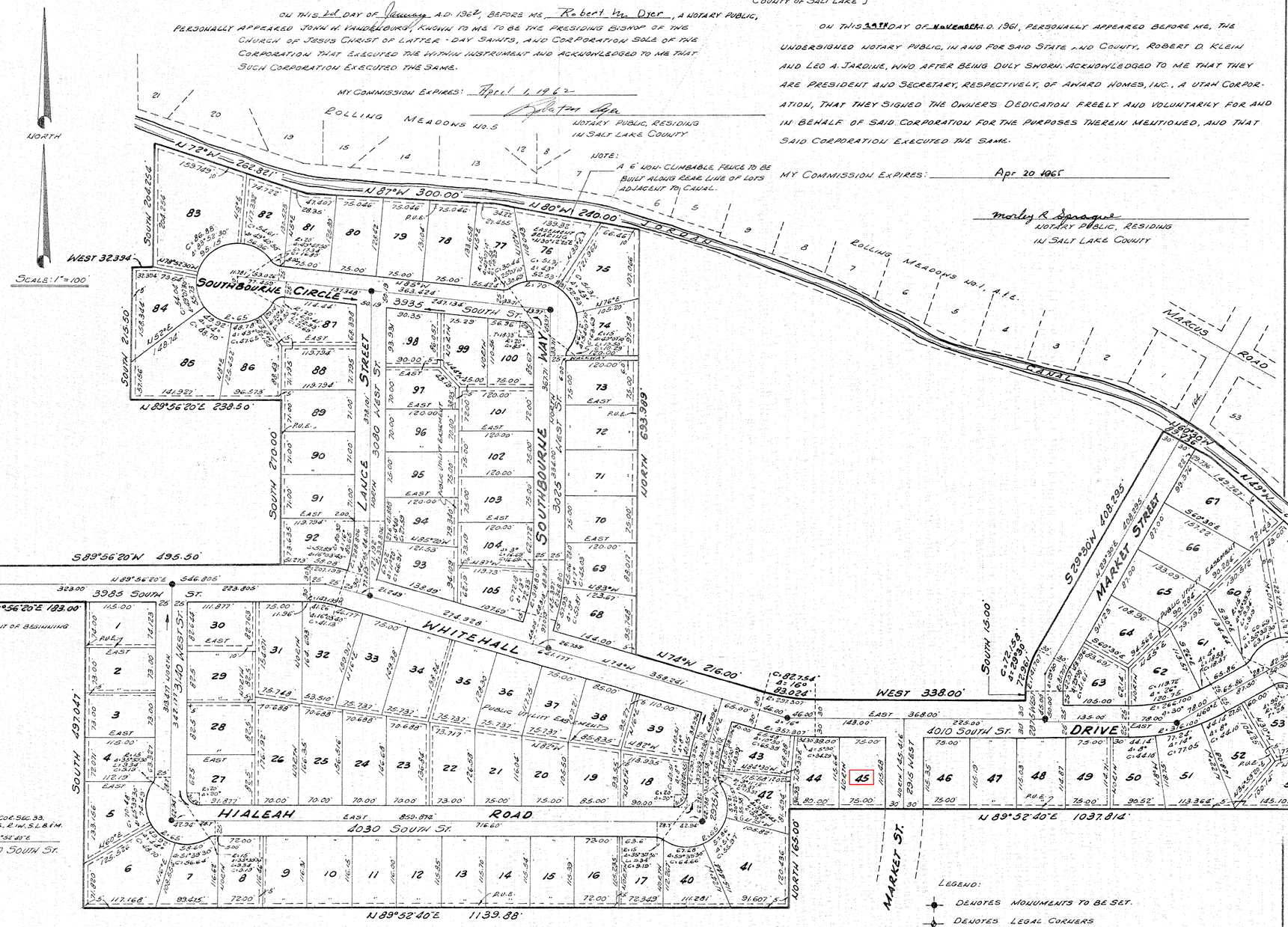
STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 22ND DAY OF NOVEMBER A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ROBERT D. KLEIN AND LEO A. JARDINE, WHO AFTER BEING DULY SWORN; ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY, OF AWARD HOMES, INC., A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

NOTE: A 6' NON-CLIMBABLE FENCE TO BE BUILT ALONG REAR LINE OF LOTS ADJACENT TO CANAL.



SURVEYOR'S CERTIFICATE

I, CHARLES V KLUG, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS NO. 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING NORTH 992.242' FROM THE S.W.COR. SEC. 33, T.1S., R.1W., S.L.B.&M.; THENCE
N 89°56'20"E	183.00'	FEET; THENCE
South	491.041'	FEET; THENCE
N 89°52'40"E	1139.88'	FEET; THENCE
North	165.00'	FEET; THENCE
N 89°52'40"E	1037.814'	FEET; THENCE
NORTH	106.535'	FEET; THENCE
N 21°W	180.00'	FEET; THENCE
N 36°W	127.00'	FEET; THENCE
N 49°W	293.00'	FEET; THENCE
N 60°30'W	89.736'	FEET; THENCE S 29°30'W 408.295 FEET; THENCE SOUTHERLY ALONG A 181.707
		RADIUS CURVE LEFT 72.361 FEET; THENCE SOUTH 15.00 FEET; THENCE WEST
		338.00 FEET; THENCE WESTERLY ALONG A 291.307 RADIUS CURVE RIGHT
		83.024 FEET; THENCE N 74°W 216.00 FEET; THENCE
NORTH	693.989'	FEET; THENCE
N 80°W	240.00'	FEET; THENCE
N 87°W	300.00'	FEET; THENCE
N 72°W	262.821'	FEET; THENCE
South	204.254'	FEET; THENCE WEST 32.394 FEET; THENCE SOUTH 215.50 FEET; THENCE
N 89°56'20"E	238.50'	FEET; THENCE
South	270.00'	FEET; THENCE
S 89°56'20"W	495.50'	FEET; THENCE
South	60.00'	FEET TO THE POINT OF BEGINNING.

Nov. 16, 1961
DATE

REGISTERED LAND SURVEYOR No. 1929 CHARLES V. KLUG STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that WE, the 3 undersigned owner(s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

DO HEREBY ROLLING MEADOWS NO. 6

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

IN WITNESS Whereof WE have hereunto set OUR HANDS this day of Nov 29 A.D., 1961

AWARD HOMES, INC.

Orlyn Odell Bennion
Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints
Frank Vandenburg
Corporation Sole

Robert D Klein
ROBERT D. KLEIN, PRESIDENT
Leo A. Jardine Jr.
LEO A. JARDINE, SECRETARY

O. Odell Bennion
Marcus L. Bennion
Ella P. Bennion
Thelma B. Bennion
Arthur B. Bennion
Byron S. Bennion
Thelma L. Bennion

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

On the 29TH day of NOVEMBER A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 3 in number, who duly acknowledged to me that THEY signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 6

A SUBDIVISION IN SECTION 33, T.1S., R.1W., SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 22nd DAY OF DEC. A.D., 19 61

Harold D Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12th DAY OF December A.D., 19 61, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Allen C Mullock
Acting CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 14, 1962.
DATE

Roscoe Bodrero
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 5th DAY OF March A.D., 19 62

Dept. Gerald E Mullen
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 2nd DAY OF March A.D., 19 62 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Adam S. Heddington
SALT LAKE COUNTY CLERK

A.G. "Buck" Brady
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1831655

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF AWARD HOMES

DATE Mar. 6. 1962 TIME 2:35 P.M. BOOK Y PAGE 11

51.00 FEE $

Leland Nuckolls Chief Deputy
SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL

997-6

Item #:	
Fiscal Impact:	$500.00
Funding Source:	General Fund
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement from the Bernstein Family Trust, dated May 19, 1992.

SYNOPSIS:

The Bernstein Family Trust, dated May 19, 1992 has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2721 West 3835 South (15-33-333-034).

BACKGROUND:

The Bernstein Family Trust property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $500.00 was based upon an appraisal report prepared by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deed and Grant of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreement for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deed and Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE BERNSTEIN FAMILY TRUST FOR PROPERTY LOCATED AT 2721 WEST 3835 SOUTH.

WHEREAS, the Bernstein Family Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2721 West 3835 South that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Alan L. Bernstein and Tami S. Bernstein, Co-Trustees of the Bernstein Family Trust, Dated May 19, 1992, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. GRANTOR shall also deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit B.

3. The City shall pay Five Hundred Dollars ($500.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or Easement or into any water systems on or below the surface of the Property or Easement, and the Property and Easement comply with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property or Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is responsible for compliance with the obligations of this Section 4 and for any damages resulting from the breach thereof. The provisions of this Section 4 shall survive the termination of this Agreement and the closing of this transaction.

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

6. Closing costs shall be paid by the City.

7. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is responsible for compliance with the obligations of this Section 7 and for any damages resulting from the breach thereof. The provisions of this Section 7 shall survive the termination of this Agreement and the closing of this transaction.

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

(signatures follow)

GRANTOR
ALAN L. BERNSTEIN, AS CO-TRUSTEE

GRANTOR
TAMI S. BERNSTEIN, AS CO-TRUSTEE

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me Alan L. Bernstein and Tami S. Bernstein, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the co-trustees of the Bernstein Family Trust, dated May 19, 1992, and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

Approved as to Form 4/22/2020
Brandon Hill

CITY RECORDER

EXHIBIT A
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-333-034**

WARRANTY DEED

Alan L. Bernstein and Tami S. Bernstein, Co-Trustees of the Bernstein Family Trust, Dated May 19, 1992, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2721 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 5, Rolling Meadows No. 3, according to the official plat thereof as recorded in Book Y at Page 6 in the office of the Salt Lake County Recorder, and running thence East 11.00 feet along the north line of said lot; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears South 45°00'00" West 15.56 feet; thence North 11.00 feet along the west line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

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

WITNESSED the hands of said GRANTOR this _____ day of _____, 2020.

GRANTOR

Alan L. Bernstein, Co-Trustee

GRANTOR

Tami S. Bernstein, Co-Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Alan L. Bernstein and Tami S. Bernstein,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the co-trustees, of the **Bernstein Family Trust, dated May 19, 1992,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-333-034**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Alan L. Bernstein and Tami S. Bernstein, Co-Trustees of the Bernstein Family Trust, Dated May 19, 1992**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2721 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is East 11.00 feet from the Northwest corner of Lot 5, Rolling Meadows No. 3, according to the official plat thereof as recorded in Book Y at Page 6 in the office of the Salt Lake County Recorder, and running thence East 1.00 foot along the north line of said lot; thence South 45°00'00" West 16.97 feet; thence North 1.00 foot along the west line of said lot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears North 45°00'00" East 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this _____ day of _____, 2020.

GRANTOR

_____
Alan L. Bernstein, Co-Trustee

GRANTOR

_____
Tami S. Bernstein, Co-Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Alan L. Bernstein and Tami S. Bernstein,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the co-trustees, of the **Bernstein Family Trust, dated May 19, 1992,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **#15-33-333-034**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Alan L. Bernstein and Tami S. Bernstein, Co-Trustees of the Bernstein Family Trust, Dated May 19, 1992**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2721 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is East 11.00 feet from the Northwest corner of Lot 5, Rolling Meadows No. 3, according to the official plat thereof as recorded in Book Y at Page 6 in the office of the Salt Lake County Recorder, and running thence East 1.00 foot along the north line of said lot; thence South 45°00'00" West 16.97 feet; thence North 1.00 foot along the west line of said lot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears North 45°00'00" East 15.56 feet to the POINT OF BEGINNING. Encompassing 46 square feet, more or less.

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

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this 21ST day of APRIL, 2020.

GRANTOR

Alan L. Bernstein, Co-Trustee

GRANTOR

Tami S. Bernstein, Co-Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 21ST day of APRIL, 2020, personally appeared before me **Alan L. Bernstein and Tami S. Bernstein,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the co-trustees, of the **Bernstein Family Trust, dated May 19, 1992,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-333-034**

WARRANTY DEED

Alan L. Bernstein and Tami S. Bernstein, Co-Trustees of the Bernstein Family Trust, Dated May 19, 1992, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2721 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 5, Rolling Meadows No. 3, according to the official plat thereof as recorded in Book Y at Page 6 in the office of the Salt Lake County Recorder, and running thence East 11.00 feet along the north line of said lot; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears South 45°00'00" West 15.56 feet; thence North 11.00 feet along the west line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

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

WITNESSED the hands of said GRANTOR this 21ST day of APRIL, 2020.

GRANTOR

Alan L. Bernstein, Co-Trustee

GRANTOR

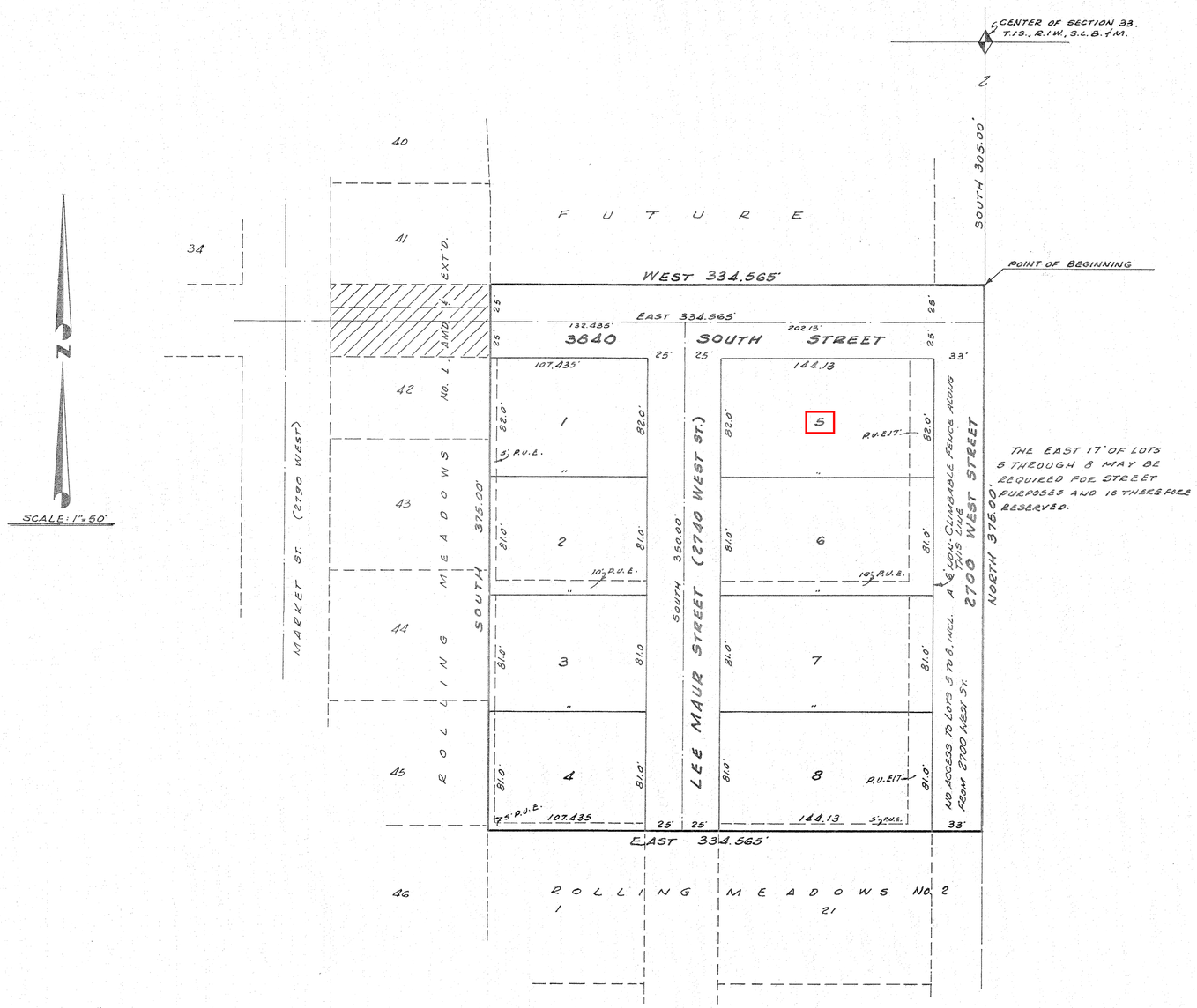
Tami S. Bernstein, Co-Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 21st day of APRIL, 2020, personally appeared before me **Alan L. Bernstein and Tami S. Bernstein,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the co-trustees, of the **Bernstein Family Trust, dated May 19, 1992,** and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



THE EAST 17' OF LOTS 5 THROUGH 8 MAY BE REQUIRED FOR STREET PURPOSES AND IS THEREFORE RESERVED.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 6th DAY OF Feb A.D. 1962, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ESTEL L. WRIGHT, PRESIDENT, AND LEAH M. WRIGHT, SECRETARY, OF WRIGHT REALTY, INC., A UTAH CORPORATION, AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY OF WRIGHT REALTY, INC., THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: June 24, 1964

NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 16th DAY OF Feb A.D., 1962

Charles A. Turner
by - Edward Jackson
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 13TH DAY OF February A.D., 1962 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John T. Bell
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 19, 1962
DATE

Roscoe Bodrero
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 21ST DAY OF FEBRUARY A.D., 1962

Mike Liccardo Jr.
DEPUTY SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 22nd DAY OF February A.D., 1962, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Ann Heddington
SALT LAKE COUNTY CLERK

S. J. Parson
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1829933

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Company

DATE Feb. 27 - 1962 TIME 9:33 A.M. BOOK Y PAGE 6

9.90
FEE $

Nellie M. Jack
Page 14 of SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL

#997-3 Y-6

SURVEYOR'S CERTIFICATE

I, CHARLES V. KING, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1929, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as ROLLING MEADOWS No. 3 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT SOUTH 305.00' FROM THE CENTER
		OF SECTION 33, T.1S., R.1W, S.L.B.&M., THENCE
WEST	334.565	FEET; THENCE
SOUTH	375.00	FEET; THENCE
EAST	334.565	FEET; THENCE
NORTH	375.00	FEET TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE OF UTAH

FEBRUARY 1962
DATE

OWNER'S DEDICATION

Know all men by these presents that WE, the 2 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

ROLLING MEADOWS No. 3

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

In witness whereof WE have hereunto set OUR HANDS this 6th day of February A.D., 1962

WRIGHT REALTY, INC.

Estel L. Wright
ESTEL L. WRIGHT, PRESIDENT

Leah M. Wright
LEAH M. WRIGHT, SECRETARY

ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 3

A SUBDIVISION IN SECTION 33, T.1S., R.1W., SALT LAKE BASE & MERIDIAN

RECORDED # 1829933

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Security Title Company

DATE Feb. 27 - 1962 TIME 9:33 A.M. BOOK Y PAGE 6

9.90
FEE $

Nellie M. Jack
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