



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 14, 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](http://www.wvc-ut.gov/PublicComment) prior to 2:30 PM on July 14, 2020.

## A G E N D A

1. Call to Order
2. Roll Call
3. Inside the Police Department Video Series
4. Special Recognitions
5. Approval of Minutes:
  - A. July 7, 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 GPZ-5-2020, Filed by James Graham, Requesting a General Plan Change from Rural Residential (1 to 2 Units/Acre) to Low Density Residential (3 to 4 Units/Acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to RS (Residential Sustainability, Minimum Lot Size 8,000 Square Feet)

Action: Consider Ordinance 20-27, Amend the General Plan to Show a Change of Land Use from Rural Residential (1 to 2 Units/Acre) to Low Density Residential (3 to 4 Units/Acre) for Property Located at 1580 West Whitlock Avenue

Action: Consider Ordinance 20-28, Amend the Zoning Map to Show a Change of Zone for Property Located at 1580 West Whitlock Avenue on 3.05 Acres from A (Agriculture, Minimum Lot Size 1/2 Acre) to RS (Residential Sustainability, Minimum Lot Size 8,000 Square Feet)

Action: Consider Resolution 20-109, Authorize the City to Enter Into a Development Agreement with Dwell Design Build, LLC for Approximately 3.05 Acres of Property Located at Approximately 1580 West Whitlock Avenue

8. Resolutions:

A. 20-100: Encourage Residents and Businesses to Follow Appropriate Health Guidelines

B. 20-101: Authorize the Purchase of a Tymco 600 Street Sweeper from Intermountain Sweeper

C. 20-102: Authorize the Execution of Amendment No. 1 to the Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Construction of 2550 South

9. Consent Agenda:

A. Reso. 20-103: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Real Estate Investment Partners, LLC for Property Located at 3789 South Constitution Boulevard

B. Reso. 20-104: Authorize the City to Enter into a Right Of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Andrew Kessler and Emily Martinsen for Property Located at 3830 South Market Street

10. Motion for Closed Session (if necessary)

11. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING – JULY 7, 2020**

**-1-**

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JULY 7, 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:

Paul Isaac, Acting City Manager  
Nichole Camac, City Recorder  
  
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 Don Christensen conducted the Opening Ceremony. He displayed a video commemorating a speech by George Washington in honor of Independence Day.

**INSIDE THE POLICE DEPARTMENT VIDEO**

A video providing information about the Police Department was displayed.

**APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 23, 2020**

The Council considered the Minutes of the Regular Meeting held June 23, 2020. There were no changes, corrections or deletions.

## **MINUTES OF COUNCIL REGULAR MEETING – JULY 7, 2020**

**-2-**

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held June 23, 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 stated that on June 29, 2020, Wayne Pyle put out a statement on the West Valley City website that stated that masks are required. He indicated that he feels Mr. Pyle should have taken the time to read the order from the County that clearly says face coverings, not face masks. Mr. Vesock stated that Mr. Pyle should provide a correction to his statement. He indicated that he has two friends who are Muslim who wear coverings but thought they also had to wear a mask. Mr. Vesock also expressed concern about the misuse of fireworks over the holidays. He indicated that he has a pamphlet with a phone number and the department was unable to enforce. Mr. Vesock stated that the Fire Department should educate children and communities on firework safety.

Jennifer Fresques indicated that she is a resident of West Valley City and is also running for Salt Lake County Assessor. She stated that he would like to create open communication between the Assessors office, taxpayers, and municipalities. Ms. Fresques indicated that her goal is ensure transparency and also educate the community on what the Assessors office actually does.

#### **B. CITY MANAGER COMMENTS**

Paul Isaac, Acting City Manager, had no comments.

#### **C. CITY COUNCIL COMMENTS**

Councilmember Huynh stated that he likes the new logo on the Police cars.

### **CONSENT AGENDA**

#### **A. RESOLUTION 20-97: AUTHORIZE THE CITY TO ENTER INTO TWO RIGHT OF WAY PURCHASE AGREEMENTS AND ACCEPT TWO WARRANTY DEEDS AND TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM RUSSELL AND LYNETTE MOORE FOR PROPERTIES LOCATED AT 2882 AND 2916 WEST 3875 SOUTH**

Mayor Bigelow discussed proposed Resolution 20-97 that would authorize the City to enter into two Right of Way Purchase Agreements and accept two warranty deeds and Temporary Construction Easements with and from Russell and Lynette Moore for properties located at 2882 and 2916 West 3875 South.

## **MINUTES OF COUNCIL REGULAR MEETING – JULY 7, 2020**

**-3-**

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

The Moore properties are two 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 Deeds and the Grants of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of \$300.00 and \$500.00 was based upon appraisal reports prepared by Integra Realty Resources for other properties in the neighborhood.

**B. RESOLUTION 20-98: AUTHORIZE THE CITY TO ENTER INTO A  
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A  
WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT  
WITH AND FROM JOHN LUND FOR PROPERTY LOCATED AT 2861  
WEST 3875 SOUTH**

Mayor Bigelow discussed proposed Resolution 20-98 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and from John Lund for property located at 2861 West 3875 South.

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

The John J Lund 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 appraisal reports prepared by Integra Realty Resources for other properties in the neighborhood.

**C. RESOLUTION 20-99: AUTHORIZE THE CITY TO ENTER INTO A  
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A  
WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT**

## MINUTES OF COUNCIL REGULAR MEETING – JULY 7, 2020

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### **WITH AND FROM KAREN AND JASON HORTIN FOR PROPERTY LOCATED AT 2894 WEST MARCUS ROAD**

Mayor Bigelow discussed proposed Resolution 20-98 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and from Karen and Jason Hortin for Property Located at 2894 West Marcus Road.

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

The Karen H. Hortin and Jason W. Hortin 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 appraisal reports prepared by Integra Realty Resources for other properties in the neighborhood.

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 items on the consent agenda.

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
Mayor Bigelow	Yes

Unanimous.

### **MOTION TO ADJOURN**

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

**MINUTES OF COUNCIL REGULAR MEETING – JULY 7, 2020**

**-5-**

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JULY 7, 2020 WAS ADJOURNED AT 6:45 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, July 7, 2020.

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Nichole Camac, CMC  
City Recorder

Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A  
Funding Source: \_\_\_\_\_ N/A  
Account #: \_\_\_\_\_ N/A  
Neighborhood: \_\_\_\_\_ Chesterfield

Budget Opening Required:

**ISSUE:**

Application: #GPZ-5-2020  
Applicant: James Graham  
Location: 1580 W Whitlock Ave.  
Size: 3.05 acres

**SYNOPSIS:**

A General Plan change from Rural Residential (1 to 2 units/acre) to Low Density Residential (3 to 4 units/acre) and a zone change from A (Agriculture, minimum lot size ½ acre) to RS (Residential Sustainability, minimum lot size 8,000 sq. ft.).

**BACKGROUND:**

The applicant has submitted a concept plan, which is attached, that shows the subject property being subdivided into 11 lots averaging 9,375 square feet. The City will require the half width of both Whitlock and Chatham to be dedicated as both halves have been used as roadways since before the City was incorporated. Also attached are documents from the applicant supporting this application and providing biographical background.

A development agreement is required for this project. Section 7-6-210.5 of the Zoning Ordinance states: “No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:...” The ordinance goes on to list the minimum standards for sustainability, which are found in the attached copy of Section 7-6-210.5. Since the Planning Commission recommended denial, staff did not prepare a development agreement. At the Council’s direction, staff will prepare a development agreement for consideration.

Beginning in 2017, the applicant has made four applications to the City before the current one to develop the subject property in a way other than meeting the requirements of the existing A zone. Each of these prior applications was denied by the Council.

**RECOMMENDATION:**

The Planning Commission recommends denial.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director/Planning Director

## WEST VALLEY CITY, UTAH

### ORDINANCE NO.\_\_\_\_\_

Draft Date: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

#### **AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 1580 W WHITLOCK AVE. ON 3.05 ACRES.**

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

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

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

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

#### **SECTION 1. GENERAL PLAN AMENDMENT.**

The property described in Application #GPZ-5-2020, filed by James Graham, and located at 1580 W Whitlock Ave. within West Valley City, is hereby amended by reclassifying the following described property from Rural Residential (1 to 2 units/acre) to Low Density Residential (3 to 4 units/acre). Said property is more particularly described as follows:

##### Parcel #: 15-22-405-006

BEG S 89°38'50" E 89.13 FT FR NW COR LOT 41, BLK 22, CHESTERFIELD PLAT A; S 10°21'38" W 178.11 FT; S 1°40'43" E 28.85 FT; E 122.48 FT; N 203.481 FT; N 89°38'50" W 90.87 FT TO BEG.

##### Parcel #: 15-22-406-006

BEG N 0°07' W 33 FT & E 57.53 FT FR NW COR LOT 2, BLK 23, CHESTERFIELD PLAT A; S 2°20'01" E 38.22 FT; S 1°28'13" W 58.63 FT; S 5°45'01" W 29.57 FT; S

11°13'05" W 28.74 FT; S 7°50'26" E 22.44 FT; S 5°35'25" W 47.11 FT; S 0°54'28" W 50.5 FT; S 19°42'09" E 24.41 FT; S 0°07' E 33 FT; E 355.86 FT M OR L; N 233.14 FT; W 13.35 FT; N 52°18' W 158.39 FT; W 217.19 FT TO BEG. ALSO BEG SW COR SD LOT 2; S 9°04' W 33.42 FT M OR L; E 5.33 FT M OR L; N 0°07' W 33 FT TO BEG. 2.54 ACM OR L.

**SECTION 2. GENERAL PLAN MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

## WEST VALLEY CITY, UTAH

ORDINANCE NO. \_\_\_\_\_

Draft Date: \_\_\_\_\_  
Date Adopted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

### **AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1580 W WHITLOCK AVE. ON 3.05 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO RS (RESIDENTIAL SUSTAINABILITY, MINIMUM LOT SIZE 8,000 SQ. FT.)**

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

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

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

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

#### **SECTION 1. ZONING CHANGE.**

The property described in Application #GPZ-5-2020, filed by James Graham, and located at 1580 W Whitlock Ave. within West Valley City, is hereby classified from zone A (Agriculture, minimum lot size ½ acre) to RS (Residential Sustainability, minimum lot size 8,000 sq. ft.), said property more particularly described as follows:

**Parcel #: 15-22-405-006**

BEG S 89°38'50" E 89.13 FT FR NW COR LOT 41, BLK 22, CHESTERFIELD PLAT A; S 10°21'38" W 178.11 FT; S 1°40'43" E 28.85 FT; E 122.48 FT; N 203.481 FT; N 89°38'50" W 90.87 FT TO BEG.

**Parcel #: 15-22-406-006**

BEG N 0°07' W 33 FT & E 57.53 FT FR NW COR LOT 2, BLK 23, CHESTERFIELD PLAT A; S 2°20'01" E 38.22 FT; S 1°28'13" W 58.63 FT; S 5°45'01" W 29.57 FT; S 11°13'05" W 28.74 FT; S 7°50'26" E 22.44 FT; S 5°35'25" W 47.11 FT; S 0°54'28" W

50.5 FT; S 19°42'09" E 24.41 FT; S 0°07' E 33 FT; E 355.86 FT M OR L; N 233.14 FT; W 13.35 FT; N 52°18' W 158.39 FT; W 217.19 FT TO BEG. ALSO BEG SW COR SD LOT 2; S 9°04' W 33.42 FT M OR L; E 5.33 FT M OR L; N 0°07' W 33 FT TO BEG. 2.54 ACM OR L.

**SECTION 2. ZONING MAP AMENDMENT.**

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

**SECTION 3. EFFECTIVE DATE.**

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

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

PROJECT NAME: Crescent Hollow Estates

APPLICANT: Dwell Design Build LLC, James Graham, Drew Larson

ADDRESS: 1580 W Whitlock Ave, WVC, Utah 84119

PARCEL ID: 15-22-406-005, 15-22-406-006

CURRENT ZONING: Agricultural

CURRENT GENERAL PLAN: Rural Residential

PROPOSED ZONING / GENERAL PLAN CHANGE to RS ZONE (Low Density Residential)

PROPERTY SIZE: 3.05 Acres

### **SUMMARY OF REQUEST**

This application is a request for approval of a preliminary plat of the Crescent Hollow Estates located at 1580 W Whitlock Ave, West Valley City. The property currently has a zoning classification as AGRICULTURAL. The current general plan classification is RURAL RESIDENTIAL.

Both classifications are incongruent. Agricultural is not appropriate or feasible on this urban/suburban parcel. Current zoning is not best use for the city or neighbors. Application to be approved will allow for subdivision of single family homes that meet the requirements of the RS-ZONING LOW DENSITY. The city has already approved higher densities on all properties adjacent to this project.

WVC demographically has done a fair job attracting young people but not young professionals. Part of this is not offering the type of housing this demographic demands. These homes feature smart home technology and a new level of efficiency. Some of these low-carbon footprint features are solar/battery configurations, low/no water landscapes, EV charging stations.

We don't intend to add any variances to the ordinance and plan to meet all ordinance standards

The requested zoning change is to RS ZONE (Low Density Residential)

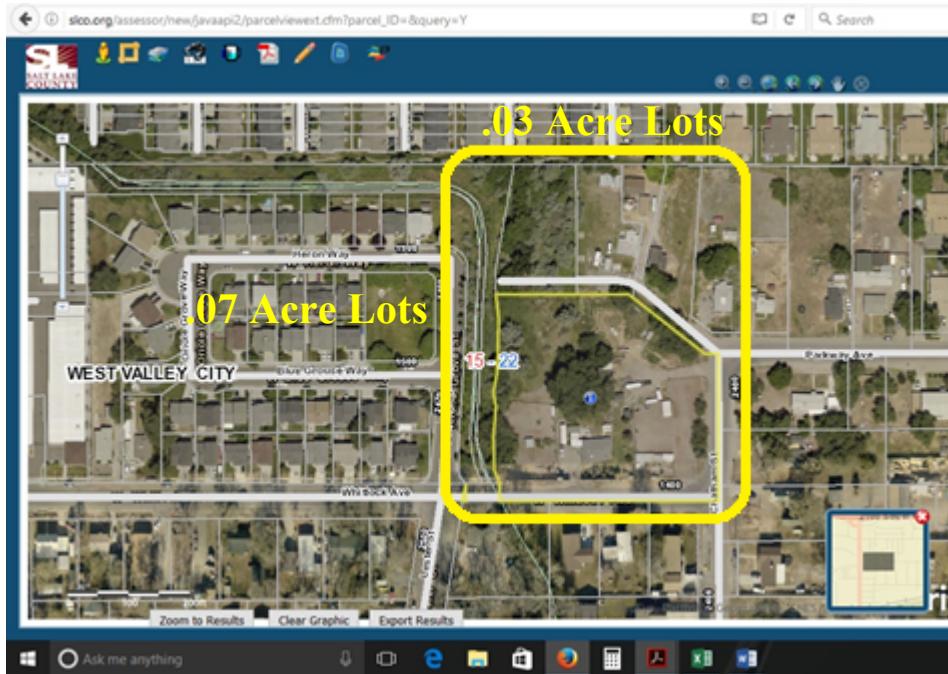
### **BACKGROUND**

This property remains the last underdeveloped acreage in the immediate area. We have door knocked all homes within range of this property. Residents are in support of this project with the exception of one resident who would like it to stay as agriculture and 4 residents who would rather have this project density increased to match the smaller homes to the west.

### **PROJECT**

Crescent Hollow Estates will be developed in one phase with 11 lots. The lot sizes are large lots

the meet the requirements for the minimum and the average sizes for RS Zoning. These lots will consist of large homes (see development agreement).



### **ISSUES TO BE EVALUATED:**

Adopting goals and policies in WVC's general plan by providing order and continuity to the current area. This project as a residential community will blend better with currently developed adjacent properties than it does with the current hodge podge of structures and fencing. This will aid in the observance of the Land use and Development Act. This property is located adjacent properties of higher density on all sides.

### **TRAFFIC:**

No impact on traffic. Zoning is not dense enough to affect anyone.

### **HOUSING:**

Housing proposed for the overall project will be comprised of varied housing styles. (See Development Agreement)

Per the Development Agreement, homes will meet or exceed all requirements for the RS-ZONING. These will all be energy efficient and be designed to minimize carbon foot print and environmental impact with various features some of which include solar panels etc...

All our homes come standard with high-efficiency in mind. 2x6 exterior framing with 19-21 R values. 96%+ furnaces, Low E, solar coated glass by Milgard. When no other builder under \$500k was providing these features.

## **EXPERIENCE:**

We have been building homes since 2013. All of our homes consist of top materials which include; milgard windows, granite, upgraded hardwoods and carpet, custom kitchens etc... We have always been a true custom home builder.

9547 s. Willow trail way, South Jordan, Utah

1066 w. Willow Trail way, South Jordan, Utah

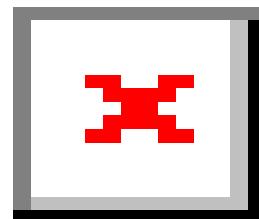
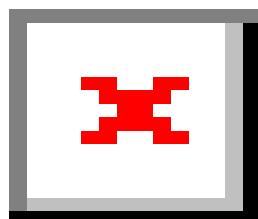
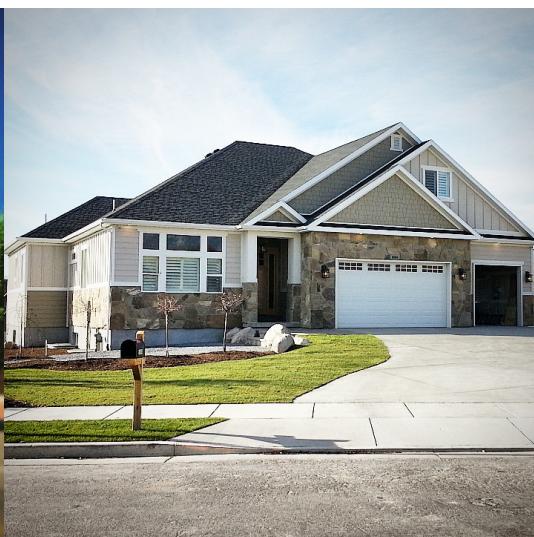
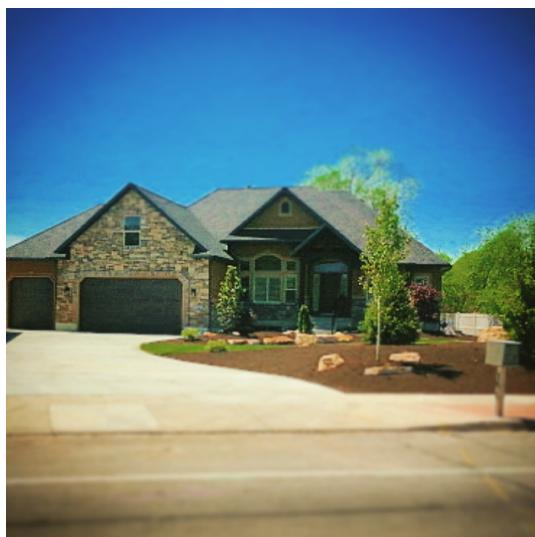
9656 s. willow trail way, South Jordan, Utah

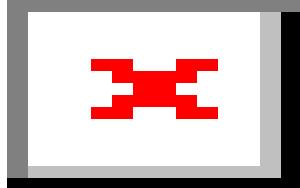
12247 S Huron Rd, Riverton, UT

14616 s. woods landing court, Draper, Utah

153 e. 11000 s. Sandy Utah

Check out some additional pictures at this link: <https://www.pinterest.com/customcrafthome/>





### **PARKING:**

The general parking requirement for all residential development in the city is two spaces per unit. In this development, all residential units will have 2 car or more attached garages for parking. Setback to the building will be of sufficient depth to allow parking in front of the garage for additional guest spaces. Additionally, detached garages will be constructed with available RV and boat parking with tall doors and/or accessory apartments above for family, caregiver, etc.

### **STORM WATER**

The developer will be coordinating storm water issues for the entire project with the city's engineering department. Due to the size of lot, stormwater will be maintained on properties via grading and eventual owner landscaping.

### **SITE GRADING:**

The site is relatively flat and does not exhibit grading challenges.

### **DEVELOPMENT SCHEDULE:**

We plan on starting development immediately after final plat approval.

Laterals streets, streets, sidewalks to be completed within 6 months of plat approval.

We anticipate the subdivision to be built out within 12 months after improvements are completed to subdivision standards.

***History rooted in dirt***

Partners, James Graham and Drew Larson had been working in new construction and real estate development since 2005. The two were known for their talents in assembling impressive deals for builders. They have worked with Ivory Homes, Kennecott Land, Hadco, LDS Church, DAI, Desert Point Homes, E-Builders, and Pantheon to name a few.

***Getting into building and specs***

Having earned trust of two local builders with land acquisition, Graham and Larson became empowered to assume more responsibility. They were asked to select certain lots and choose a home plan to fit with the lot and market conditions. After market analysis proved there would be profitability, then they would market and sell it. Not only had local builders chosen James and Drew to keep them profitable by uncovering the best land deals in the valley, but they also helped contractors to build themselves out of those lots in a predictable manor with the least amount of risk by selecting the right product for the area.

***Going it on their own***

In 2011 James and Drew decided to make a better process. They had identified some issues which they felt were almost universal with builders in Utah. They formed a construction entity and began building on lots they already owned and would buy. By 2015 they had built tens of millions of dollars in homes which ranged from the modest to the multimillion.

***Forging ahead***

By 2016 there became a supply issue with available building lots – the supply had run out. James and Drew, and many others in construction had run out of places to build. 2017 requires a renewed focus on development where there is never-before-seen demand.

***A note about the principals:***

James has a degree in architecture and has drawn hundreds of home plans and worked on commercial projects such as The Gateway in SLC. James has worked in the construction industry since boyhood. He has fourteen years of development experience and seven years of construction experience - three of those years in construction management.

Drew received a bachelors from BYU. He has worked in construction on and off since he was in high school. Drew has a huge knowledge base in business, econ, and analytics. He is constantly making sure projects and construction jobs pencil. He has nine years of development experience and three years of construction management.

**GPZ-2-2018 MINUTES**  
**APRIL 25, 2018 PLANNING COMMISSION PUBLIC HEARING**

Application #: GPZ-2-2018  
Applicant: Dwell Design Build  
Address: 1580 W Whitlock Ave.  
Request: General plan change from rural residential to large lot residential and zone change from A to RE  
Property Size: 3.04 acres

Dwell Design Build has submitted a General Plan/zone change application for two parcels totaling 3 acres located at 1580 W Whitlock Avenue. The property is currently zoned A (agriculture, minimum lot size of  $\frac{1}{2}$  acre) with a General Plan designation of Rural Residential (2 or less units/acre). The proposed zone is RE (Residential Estate) and the proposed General Plan designation is Large Lot Residential (2 to 3 units/acre).

Surrounding zones include A to the east, south and a portion of the north; R-1-6 (single unit dwelling residential, minimum lot size 6,000 square feet) to the west and RM (multiple unit dwelling residential) for the remaining north portion. The property is surrounded by single family homes with the exception of the Red Oaks townhomes to the north.

### **Development Proposal**

The applicant has submitted a concept plan, which is attached, that shows the subject property being subdivided into 8 lots averaging just over 15,000 square feet and yielding a density of about 2.7 units/acre. A significant issue with the concept plan is the half width of both Whitlock Avenue and Chatham Street are included within lots. The City will require the half width of both Whitlock and Chatham to be dedicated as both halves been used as roadways since before the City was incorporated. Once the necessary right-of-way is dedicated, there will not be sufficient area to accommodate 8 lots. Also attached is a letter from the applicant supporting this application.

### **Development Agreement**

A development agreement is required for this project. Section 7-14-105 (3)(q) of the West Valley City Zoning Ordinance states: "All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD."

The applicant has submitted the attached proposed development agreement standards that include several exceptions to City standards. These exceptions are listed below along with a brief comment from staff:

- Requested exception: Allow a bonus room over a garage count toward the minimum square foot requirement for rambler plans.
  - Staff comment: This has not been done in any other development.
- Requested exception: Reduce the minimum square foot requirement for multi-level plans from 3,000 square feet to 2,500 square feet.
  - Staff comment: The Council has only reduced the minimum square feet in one R-1-8 subdivision for 7 awkward shaped lots out of a total of 18 lots. The reduction (1,700 SF for ramblers and 2,500 SF for multi-levels) was approved in exchange for interior and exterior home upgrades and landscaping. The minimum lot size in the RE zone is 4,000 square feet larger than the R-1-8 minimum lot size.
- Requested exception: Allow “in-law” apartments
  - Staff comment: This has not been done in any other development.
- Requested exception: Reduce the lot frontage from 100’ to 80’
  - Staff comment: As mentioned earlier, the concept plan should really be reworked. The layout could be reworked so that the lot widths meet or come closer to meeting the minimum lot width.
- Requested exception: Reduce the minimum roof pitch from 6/12 to 4/12
  - Staff comment: The Council did approve a reduction in the roof pitch from 6/12 to 4/12 to allow for Prairie style roofs.

While the zoning to the east and south is A, some of the neighboring lots within the A zone are less than  $\frac{1}{2}$  acre. In staff’s view, RE zoning seems appropriate here as a transition to  $\frac{1}{2}$  acre lots. However, staff does not support the requested exceptions in the proposed development agreement.

#### **Staff Alternatives:**

- Approval of the zone change to RE subject to a development agreement that requires all new homes to meet the City’s standards.
- Continuance, to allow the applicant the opportunity to amend the concept plan.
- Denial, the General Plan should remain Rural Residential and the zoning should remain A.

#### **Applicants:**

James Graham  
1580 West Whitlock Ave.  
West Valley City, UT 84119

Andrew Larsen  
876 Hollyhock Ave  
Sandy, UT 84094

**Discussion:** James Graham said he wants to keep and remodel the existing house on this property. He has built some beautiful homes. The City Council has denied his application requests for this property four times. There have been transients breaking into and living on this property. James Graham would appreciate help moving this project forward. This area needs a buffer between the canal to keep transients from coming in.

Chair Meaders asked if it is feasible to reduce the lots on this property to seven. James Graham said there needs to be more than seven lots. This property is surrounded by higher density: duplexes, 3,000-4,000 sqft lots to the west, and manufactured homes across the street.

Commissioner Winters said we are considering changing zoning to the RE zone, but with all of the exemption requests, it would be more like an R-1-10 zone. James Graham pointed out that the lot sizes are still large, at 15,000 sqft. It doesn't make sense economically to build a ginormous house here. Commissioner Winters asked if the 15,000 sqft includes part of the street. James Graham said the street is not included in the calculations, even though he owns Chatham Street and Whitlock Ave. The City is making him have larger lots, but not giving him any benefits, even though he is paying taxes on the roads. He wants some flexibility in the development agreement to make this project somewhat feasible.

Commissioner Wood asked what type of marketing could be done to entice people to purchase such a large home in this area. James Graham said the Planning Commission has General Planned it to be this way and he is the one stuck with the problem. The Planning Commission has shot him down four times, and here he is a fifth time.

James Graham said he has spoken to the Police and Fire Departments. This large property with a tiny house on it is being used to shoot up cocaine. This property needs to be developed, beautified, and taken control of.

Andrew Larsen said he is one of the owners of this property. He said a zone text change was unanimously approved for this property by the Planning Commission. This same zone text change was unanimously voted down by the City Council. Andrew Larsen stated there is risk in building in the RE zone. People may not purchase the homes and the project may fail. Because this property is surrounded by smaller homes, it will be a hard sell. There are a lot of baby boomers who do not want to go into a nursing home or assisted living. They want to be where their family is. A development agreement will help to make sense of these giant lots. A mother-in-law apartment over a detached or attached garage is a configuration that is very popular and will help people want to live here.

Mikey Anderton, 2502 South Chatham, lives directly across the street from this property. She chose this place because it is rural. People live here because of the large lots and animal rights. Mikey Anderton said traffic on the S-curve is very busy. Adding even more traffic would be horrendous to the neighborhood. Mikey Anderton reported a bald eagle hunts from the tree on these three acres. There is a peregrine falcon, two red talk hawks, beaver, and deer on this street. There is a horse and bird rescue here. This isn't the place for a compact neighborhood. She also does not want large homes looking into her backyard.

Mikey Anderton said there are very few outlets from this neighborhood. Many churches chose this neighborhood to get away from traffic and people. She does not think putting half a million-dollar homes in the poorest part of West Valley City is a good choice.

Skye Metcalf, 1505 West Shelley Ave., has young children who she rides bikes with. She does not want to add to the already busy traffic in the area, especially with no sidewalks, which is scary. She does not want to drive the wildlife out of this area.

Leslie Densley, 2540 South Chatham St., said squatters have been living in the home on the property. She has called the police and police have responded. She asked why is this property not fenced for the protection of the surrounding public. She reported that squatters camp along the river and come through her neighborhood.

Leslie Densley said an article in the City Weekly stated that the General Plan of West Valley City is not to change Chesterfield; no large development will come into Chesterfield. Leslie Densley said goats and horses are her livelihood. She is concerned that if this development goes in, her animal rights will be taken away. She reported it takes 25 minutes for the people from the mosque to get out of the neighborhood due to traffic. She would not spend \$350,000 to live on this property due to the traffic. She feels larger homes are out of place in this area. Leslie Densley feels this property will not sustain seven homes and no one will buy \$400,000 homes in this area.

Monica Dickson, 2495 South Chatham Street, lives directly across the street from this lot. She agrees that development of this property will slow down vagrant activity. She is in favor of developing the property and is excited for it to happen. She feels large homes will look like monstrosities in this area. Her house is 950 sqft. The house north of her, facing this property, is a one bedroom, 600 sqft house. The proposed homes will look like castles and don't make any sense in this neighborhood. They will look and feel weird.

Monica Dickson reported the number of people that are here to contest this application is no way representative of the people who would like to be present. Many people are not able to attend a public hearing at 4:00 p.m. on a Wednesday afternoon. She said no one else in her neighborhood received a notice of this public hearing. Many of her neighbors do not speak English well and don't feel comfortable here. She is disappointed in the way noticing was handled. Monica Dickson said to pretend she is 30 people, because that is how many people who would have come to this meeting had they been able. Steve Pastorik said the City sends out notices to property owners within 300'.

Monica Dickson said she moved to this area because it is quiet, quaint, and for the horse property. She said everything east of this property is zoned Agriculture. She said if large homes are placed here, the people who buy the homes will complain that our roosters are too loud and our grass is too long. She is growing her grass for her goats to eat. Horse property this close to the City is a gem. Small houses with big lots with horse property is what will sell. She does not want the zoning to change.

Randy Sudbury, 2545 S Chatham Street, does not want the zoning changed from horse property. He wants to keep his animal rights, which is why he moved here. If large houses are built here, the owners will begin complaining about the smell and try to push us out. Horses stink, that's part of having animals.

James Graham reported that someone is now staying at the house to keep it secure. Trash is being cleaned up and the fence is being repaired. James Graham said he agrees with what residents are saying. He would love to build small houses on big lots. Smaller homes would solve many problems and make everyone happy.

Commissioner Winters asked if zoning remains rural residential, what would be the minimum requirements be for the homes. Steve Pastorik said for any new single-family residence, the standard is 2,000 sqft for a rambler and 3,000 for a multi-level, unless there is a development agreement for a lower standard. Chair Meaders said the only way to retain animal rights is if zoning remains Agriculture for this property. Steve Pastorik said a property must be less than two acres to be considered for R-1-8 or R-1-10 zoning.

Chair Meaders asked if R-1-8 zoning would be more appropriate for this area. Commissioner Winters said this property creates a buffer between higher density homes and agricultural homes. He questions how successful large homes would be in this area. He understands the owners wanting to develop the property. Keeping the Agricultural zoning of the property will not solve all problems, because there would still be larger homes. Commissioner Fuller noted that the RE zone does not include animal rights.

Steve Pastorik reviewed the requested exceptions. He stated that mother-in-law apartments are not a use that is allowed in the RE zone. It is not advisable to have a use exception in a development agreement. Brandon Hill said we cannot have a development agreement that essentially changes the zone.

Chair Meaders said this is a special area of the City and she is open to allowing some of these exceptions. Commissioner Fuller noted that any development of this property will remove some of the trees. It is the right of the property owner to build something on the property. He feels many of the exceptions should be considered, except the MIL apartment. Making these homes smaller will be more in line with the community. Chesterfield doesn't want curbs, gutters, and sidewalks. We understand the owners' rights and the rights of the neighborhood. Neighbors are concerned about horse rights being taken away. Neighbors will start complaining and ask the City to resolve their complaints. He has seen neighborhoods move next to farming communities where the farmers are driven out. That should not happen here.

Commissioner Winters asked if we allow smaller house sizes so they are more in line with neighboring homes, would we allow that in the RE zone or the current A zone. Chair Meaders asked how the applicant can ask for exceptions to the City's house requirements without asking for a rezone. Steve Pastorik said a development agreement would be proposed along with the subdivision application.

Commissioner Winters said he likes the RE zone, but feels it is not appropriate for this area. Commissioner McEwen said the applicant has tried multiple times to change the RE zoning to get smaller housing on these properties. Each attempt has been denied by the City Council. Steve Pastorik said the prior applications dealt with amending the code to make the

property eligible for another zone. Steve Pastorik said previous applications to request 4,000 and 7,000 sqft lots were denied.

**Motion:** Commissioner Fuller moved to continue GPZ-2-2018 to meet with the neighbors and property owners to reach a common ground. Chair Meaders said whatever the Planning Commission decides, the City Council can deny.

The motion failed for lack of a second.

Commissioner Woodruff asked if a development agreement is not in place, if any newly developed property, even something less than 2 acres that is zoned R-1-8 must meet current housing standards. Steve Pastorik answered yes, except in very specific circumstances.

Commissioner Winters said he doesn't mind leaning toward a continuance. If the Planning Commission feels smaller homes are more appropriate for this area, a continuance will allow the developer to decide if it works better with the RE or A zone. This development needs to be financially feasible for the developer. Commissioner Winters is hesitant to reduce lot frontage because it might not be needed, depending on what type of home the developer builds. The pitch of the roof will depend on the style of the home and depends on a more detailed plan. We shouldn't just issue a carte blanch change in the pitch.

Chair Meaders said we need to focus on whether the RE zone is appropriate for this area. She feels this area is a buffer zone between the higher density from the North and West. RE zoning is less appropriate due to the agricultural zoning of the surrounding area.

Commissioner Woodruff said horse property is important to this unique area. If we start letting the horse property disappear, eventually the whole area will change.

**Motion:** Commissioner Woodruff moved to deny GPZ-2-2018.

Commissioner Fuller seconded the motion.

**Vote:**

Commissioner Fuller	Yes
Commission Lovato	Yes
Commissioner McEwen	No
Commissioner Meaders	Yes
Commissioner Porter	Yes
Commissioner Winters	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes

**Majority – GPZ-2-2018 – Denied**

## **MINUTES OF COUNCIL REGULAR MEETING – MAY 15, 2018**

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demand conveyance from the Provo River to its water delivery system.

### **ACCEPT PUBLIC INPUT REGARDING WEST VALLEY CITY'S ACCEPTANCE OF THE JORDAN VALLEY WATER CONSERVANCY DISTRICT PROPERTY TAX INCREASE REPORT**

Mayor Pro Tem Buhler opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Pro Tem Buhler closed the Public Hearing.

**B. ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2018,  
FILED BY DWELL DESIGN BUILD, REQUESTING A GENERAL PLAN  
CHANGE FROM RURAL RESIDENTIAL (2 OR FEWER UNITS/ACRE)  
TO LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND A ZONE  
CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE)  
TO RE (RESIDENTIAL ESTATE) FOR PROPERTY LOCATED AT 1580  
WEST WHITLOCK AVENUE (2495 SOUTH)**

Mayor Pro Tem Buhler informed a public hearing had been advertised for the Regular Council Meeting scheduled May 15, 2018, in order for the City Council to hear and consider public comments regarding Application GPZ-2-2018, filed by Dwell Design Build, requesting a General Plan Change from Rural Residential (2 or Fewer Units/Acre) to Large Lot Residential (2 to 3 Units/Acre) and a Zone Change from A (Agriculture, Minimum Lot Size ½ Acre) to RE (Residential Estate) for property located at 1580 West Whitlock Avenue (2495 South).

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

The applicant has submitted a concept plan, which is attached, that shows the subject property being subdivided into 7 lots averaging over 15,000 square feet. If this application is approved, the City would require the half width of both Whitlock and Chatham to be dedicated as both halves been used as roadways since before the City was incorporated. Also attached is a letter from the applicant supporting this application.

The applicant has submitted the attached proposed development agreement standards that include several exceptions to City standards listed below.

- Allow a bonus room over a garage count toward the minimum square foot requirement for rambler plans.
- Reduce the minimum square foot requirement for multi-level plans from 3,000 square feet to 2,500 square feet.

## MINUTES OF COUNCIL REGULAR MEETING – MAY 15, 2018

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- Allow “in-law” apartments
- Reduce the lot frontage from 100’ to 80’
- Reduce the minimum roof pitch from 6/12 to 4/12

Mayor Pro Tem Buhler opened the Public Hearing.

Jeremy Furbish stated that he understands that the Planning Commission suggested denial. He indicated he lives just down the street from the proposal and stated that he would be opposed to additional density, especially since there is significant pedestrian traffic.

Dee Miller stated that duplexes, fourplexes, etc. would not be something that is welcome to the neighborhood. He stated that additional density is a danger in this area and there is already a significant amount of traffic. Mr. Miller stated that animal rights are important to the community in Chesterfield and this type of residential would take away from that environment.

Mayor Pro Tem Buhler closed the Public Hearing.

**ACTION: ORDINANCE NO. 18-15, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM RURAL RESIDENTIAL (2 OR FEWER UNITS/ACRE) TO LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) FOR PROPERTY LOCATED AT 1580 WEST WHITLOCK AVENUE (2495 SOUTH) ON 3.04 ACRES**

The City Council previously held a public hearing regarding proposed Ordinance 18-16 that would amend the General Plan to show a change of land use from Rural Residential (2 or Fewer Units/Acre) to Large Lot Residential (2 to 3 Units/Acre) for property located at 1580 West Whitlock Avenue (2495 South) on 3.04 acres.

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

Councilmember Huynh moved to deny Ordinance 18-15.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

**MINUTES OF COUNCIL REGULAR MEETING – MAY 15, 2018**

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Mr. Nordfelt	Yes
Mayor Pro-Tem Buhler	Yes

Unanimous. Denied.

**ACTION: ORDINANCE NO. 18-16, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1580 WEST WHITLOCK AVENUE (2495 SOUTH) ON 3.04 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO RE (RESIDENTIAL ESTATE)**

The City Council previously held a public hearing regarding proposed Ordinance 18-16 that would amend the Zoning Map to show a change of zone for property located at 1580 West Whitlock Avenue (2495 South) on 3.04 acres from A (Agriculture, Minimum Lot Size ½ Acre) to RE (Residential Estate).

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

Councilmember Nordfelt moved to deny Ordinance 18-16.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Pro Tem Buhler	Yes

Unanimous. Denied.

**C. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-7-2017, FILED BY WEST VALLEY CITY, REQUESTING AN ORDINANCE AMENDMENT TO REPEAL AND REENACT TITLE 11, THE CITY'S SIGN ORDINANCE**

Mayor Pro-Tem Buhler informed a public hearing had been advertised for the Regular Council Meeting scheduled May 15, 2018, in order for the City Council to hear and consider public comments regarding Application ZT-7-2017, filed by West Valley City, requesting an Ordinance Amendment to repeal and reenact Title 11, the City's sign ordinance.

**WEST VALLEY CITY PLANNING COMMISSION MINUTES**  
**June 10, 2020**

**GPZ-5-2020**

**Dwell Design Build**

**1580 W Whitlock Ave.**

**General plan change from rural residential to low density residential and zone change from A to R**

Dwell Design Build has submitted a General Plan/zone change application for two parcels totaling 3.05 acres located at 1580 W Whitlock Avenue. The property is currently zoned A (agriculture, minimum lot size of  $\frac{1}{2}$  acre) with a General Plan designation of Rural Residential (2 or less units/acre). The proposed zone is RS (Residential Sustainability) and the proposed General Plan designation is Low Density Residential (3 to 4 units/acre).

As a reminder, the RS zone was adopted earlier this year at the request of the City Council. This zone allows for developments up to 10 acres in size where all homes meet minimum standards outlined in a development agreement for sustainability and design and are allowed on lots that are at least 8,000 sq. ft. For reference, the specific requirements for the RS zone, which are found in Section 7-6-210.5 of the Zoning Ordinance, are attached.

Surrounding zones include A to the east, south and a portion of the north; R-1-6 (single unit dwelling residential, minimum lot size 6,000 square feet) to the west and RM (multiple unit dwelling residential) for the remaining north portion. The property is surrounded by single family homes with the exception of the Red Oaks townhomes to the north.

**Development Proposal**

The applicant has submitted a concept plan, which is attached, that shows the subject property being subdivided into 11 lots averaging 9,375 square feet. The City will require the half width of both Whitlock and Chatham to be dedicated as both halves have been used as roadways since before the City was incorporated. Also attached are documents from the applicant supporting this application and providing biographical background.

**Development Agreement**

A development agreement is required for this project. Section 7-6-210.5 of the Zoning Ordinance states: "No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:..." The ordinance goes on to list the minimum standards for sustainability, which are found in the attached copy of Section 7-6-210.5.

In the applicant's proposed development agreement, he is planning to follow the minimum standards outlined in the RS zone. For interior features, he has offered a list of features that are attached.

## **History of Applications**

Beginning in 2017, the applicant has made several applications to the City to develop the subject property in a way other than meeting the requirements of the current A zone. Below is a summary of these applications and the results of each.

Application #: ZT-6-2017

Request: Allow R-1-4 or R-1-6 zoning for properties between 2 to 4 acres

Result: The Planning Commission denied the application on October 11, 2017.

Application #: ZT-8-2017

Request: Allow R-1-8, R-1-10 and R-1-12 zoning for properties under 3 acres

Result: The Planning Commission recommended approval on December 13, 2017. The City Council denied the application on January 9, 2018.

Application #: GPZ-2-2018

Request: Change the General Plan from Rural Residential to Large Lot Residential (2 to 3 units/acre) and change the zoning from A to RE for property at 1580 W Whitlock Ave.

Result: The Planning Commission recommended denial on April 25, 2018. The City Council denied the application on May 15, 2018.

Application #: ZT-2-2018

Request: Allow a minimum lot size of 7,000 sq. ft. for properties zoned A under certain conditions and to create separate development standards for homes in Chesterfield

Result: The Planning Commission denied the application on May 23, 2018.

Upon reviewing the Planning Commission and City Council minutes for GPZ-2-2018 which are attached, it seems the previous General Plan/zone change application was denied because the Commission and Council wanted to retain the A zoning.

Staff received an email in opposition to this application from Miriam Velazquez, who lives at 2487 S Chatham Street. The email is attached.

## **Staff Alternatives:**

- Denial. This application should be denied as the General Plan should remain Rural Residential and the zoning should remain A.
- Continuance.

- Approval. This application should be approved subject to a development agreement that includes the provisions proposed by the applicant.

**Discussion:** Steve Pastorik presented the application. The applicant was not present to comment. Carl Adams, a neighbor to the subject property, addressed the Planning Commission. Mr. Adams asked if the proposed build will include sidewalks. Steve explained the code requires curb, sidewalk, and gutter. Steve stated the Chesterfield area surrounding the subject property, does not currently have sidewalks. He explained that Public Works will need to assess the area to see if the curb, sidewalk, and gutter will fit with the surrounding area. Steve explained that if this proposal does pass, Public Works has an option to put in place a delay agreement between the City and the owner to install the improvements at a future date. Mr. Adams stated his main concern is the decrease in the area for foot traffic. Steve explained this proposal will not reduce pedestrian traffic areas. The question would be if the improvements of curb, sidewalk, and gutter would take place. Mr. Adams inquired about the increase in traffic and how it will impact the area. Steve explained with a project of this size the impact on traffic would be negligible.

Miriam Velazquez was the next to speak from the public. She sent in an email opposing this proposal. Mrs. Velazquez asked where the entrance would be to the subject property. Steve referenced the concept plan to show the proposed entrance off Whitlock Ave and Chatham Street. Steve then explained this proposal is focused on changing the zone and if approved, the subdivision plat will come back to the City Council with more detailed information including engineering and street access. Mrs. Velazquez expressed her concern about the increase in traffic. She also stated the proposed development will need to have sidewalks for children walking to school. Mrs. Velazquez asked Steve if this proposal will allow everyone to build more than a single home on their  $\frac{1}{2}$  acre property. Steve explained if this rezoning is approved, the subject property is 3 acres and those 3 acres can be subdivided into individual 8,000 sq. ft. lots.

Mr. Adams asked if there will be an increase in on-street parking. Steve explained that the code requires each home to have a two-car garage with a driveway in front of it for parking.

Commissioner Winters recalled the big question being the proposed home size being much larger than the surrounding homes. He asked Steve if there had been a conversation with City Council about this concern. Steve explained last year the Planning Commission was considering code changes with the Chesterfield Overlay Zone on improvements, that conversation has been put on hold. Steve explained that once the administration gives the okay to staff the code changes will be presented to the City Council.

Commissioner Winters stated with the zone limitations this proposal is the best option they have. Commissioner Lovato agreed with Commissioner Winters. Commissioner Woodruff stated the land can be developed with the current zoning; however, the developer is wanting twice as many units. He expressed the need to look 15-20 years down the road and ask if this proposed development will fit in the area.

Commissioner Fuller stated the Planning Commission should wait to see what City Council decides with the Chesterfield Overlay Zone before deciding to approve or deny this proposal. Steve recommended to not continue this application indefinitely, however, if the Planning Commission feels the need to continue this application for a few weeks or a month that could be an option. Brandon Hill explained that the developer is entitled to a decision in the timeline set forth by code. He stated that continuing this proposal for some time to gather more information would be an option; however, we should not have an open-ended continuance.

Commissioner Winters then asked if the Planning Commission should make a formal decision and see what the City Council does. Commissioner Fuller stated the problem with that idea is not knowing how long it will take for the City Council to decide. He then stated that the owner purchased the subject property thinking that he could develop it the way he wants to. Commissioner Fuller explained that thought is simply not true, and the proposed development needs to fit in with the surrounding area. Commissioner Woodruff explained watching the neighborhood that he grew up in change from smaller homes to larger homes over a time frame of 15-20 years. He then stated this proposal for a bigger home on a larger lot fits better than a larger home on a smaller lot.

**Motion:** Commissioner Woodruff moved for denial of GPZ-5-2020 as the General Plan should remain Rural Residential and the zoning should remain A.

Commissioner Fuller seconded the motion.

**Vote:**

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

**Majority– GPZ-5-2020– Denied**

There being no further business, the meeting adjourned at 4:39 p.m.

Respectfully submitted,

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Kirsten Hunt Administrative Assistant

Miriam Velazquez  
2487 S Chatham Street  
West Valley City, UT 84119  
[velazquez2582@centurylink.net](mailto:velazquez2582@centurylink.net)

Against the change in plan to RS for building 3-4 units/acre A (Agriculture zone) @ 1580 W Whitlock  
#GPZ-5-2020

It will cause increase in traffic, over population, increased in crime and violence, it should remain single family home / acre.

The planing and zoning never allows a 0.5-1 acre lots to add another home, only single family homes/ acre.

## 7-6-210.5. **SPECIFIC REQUIREMENTS – RS ZONE.**

The following requirements are applicable within the RS zone:

- (1) The maximum district size for the RS zone shall be 10 acres.
- (2) No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:
  - a. All homes shall include a solar power generation system that generates all of the electricity needs of the house. The solar power generation system shall meet or exceed the features of a Tesla Solar Roof.
  - b. All homes shall include wall insulation for all exterior walls with a minimum R-Value of R-30. All homes shall include ceiling insulation for the entire ceiling with a minimum R-Value of R-60.
  - c. For heating, all homes shall include only a high-efficiency gas furnace with an Annual Fuel Utilization Efficiency (AFUE) rating of 96 percent or higher, radiant heating or electric heating.
  - d. For water heating, all homes shall include a tankless water heater, hybrid water heater or other type of water heater with a Uniform Energy Rating of at least 0.92.
  - e. All homes shall include Energy Star rated appliances only that are provided by the developer or homebuilder including refrigerator, dishwasher, clothes washer and clothes dryer.
  - f. An electric car charger shall be installed in the garage of all homes. The charger shall meet or exceed the features of a Tesla Wall Connector.
  - g. For toilets, Bathroom and kitchen faucets and showerheads, all homes shall include only WaterSense fixtures.
  - h. Landscaping shall be installed by the developer in the Front, Side and Rear Yards and shall meet the following standards:
    - i. The maximum amount of lawn shall be 35 percent.
    - ii. No lawn shall be allowed in parkstrips or other areas narrower than eight feet.
    - iii. Lawn areas shall be free of obstructions and shall not be used on slopes exceeding 25 percent.
    - iv. An EPA WaterSense irrigation controller shall be installed.
    - v. Overhead sprinklers shall only be allowed in lawn areas. Drip irrigation shall be used in all non-lawn areas with live plant material. Drip irrigation systems shall include a pressure regulator, filter and flush-end assembly.
    - vi. Paths connecting different areas within yards shall be organic mulch, concrete, brick pavers, stone, gravel or crushed stone. Paths shall not be irrigated.

- vii. A minimum of four inches mulch depth shall be used in all non-lawn planter beds.
- viii. Within Front Yards and Side Yards adjacent to public or private Streets, a minimum of 50 percent live plant material shall be installed.
- i. The development agreement shall include commitments on the quality of the interior finishes of all homes.

(3) The minimum square footage of finished, above-ground, habitable floor space for homes shall be 1,400 square feet. All homes shall include at least a three-quarter basement unless soil conditions preclude basements as determined by a soils report. Basements shall meet the insulation requirements of this Section.

(4) A two-car garage shall be required for all new Single Unit Dwellings. The minimum interior dimensions of a garage shall be 20 feet by 20 feet.

(5) Exterior materials for all new homes shall be a minimum of 80 percent brick. The remaining 20 percent shall be brick, stone, fiber cement siding, or stucco.

(6) The roof of each home shall have a minimum pitch of 8:12.

(Ord. No. 20-06 § 2 Enacted 02/18/2020)

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**The West Valley City Municipal Code is current through Ordinance 20-14, passed March 17, 2020.**

Disclaimer: The city recorder's office has the official version of the West Valley City Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.wvc-ut.gov](http://www.wvc-ut.gov)

City Telephone: (801) 966-3600

[Code Publishing Company](#)

# Dwell Design Build - Included Features

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## MEMORABLE EXTERIORS

- ❖ Innovative architecture from one of our many architect partners
- ❖ 3<sup>rd</sup> car garages are standard on some plans
- ❖ Decorative exteriors featuring stone, brick, stucco & cement board products
- ❖ Maintenance-free soffit and 6" fascia with full rain gutters
- ❖ Decorative vinyl-cased windows
- ❖ 2 weatherproof exterior electrical outlets
- ❖ Upgraded Lighting
- ❖ Exterior hose bib
- ❖ Upgraded 30 year Architectural grade shingles
- ❖ 8' x 8' concrete patio or redwood deck (depends on lot)
- ❖ Liftmaster belt drive garage door opener

## DECORATOR DESIGNED INTERIORS

- ❖ Upgraded 5" baseboard and 3" casing
- ❖ Two-tone painting package and ability to upgrade to three-tone painting (most plans)
- ❖ Upgraded lighting
- ❖ Cabinets with full-extension drawers and soft close doors
- ❖ Solid surface countertops
- ❖ Choice of travertine, ceramic tile or hardwood floors in kitchen and entry
- ❖ Super luxury carpet w/8lb pad.
- ❖ Textured or smooth interior walls with rounded corners and textured ceilings
- ❖ Fiberglass pan for washer (on framed floor only)
- ❖ Plumbing Rough-in for future basement bathroom
- ❖ TJI® silent floor system
- ❖ Soft water rough-in included

## DESIGNER KITCHENS

- ❖ Solid surface counter tops (natural granite or man-made surface)
- ❖ Choice of customizing plumbing fixtures
- ❖ Pre-plumbed water line to the refrigerator
- ❖ Stainless steel appliances.

## ENERGY SAVERS

- ❖ Tesla or Equivalent Solar Powered system
- ❖ Optional Energy efficient Earth tubes for HVAC system
- ❖ R-38 ceiling insulation
- ❖ Solar coated glass for energy efficiency
- ❖ Weather stripping on all exterior doors Dual-gazed vinyl cased windows and patio doors
- ❖ 96%+ efficient natural gas furnace
- ❖ 50-gallon quick recovery gas water heater
- ❖ Energy efficient Low-E windows
- ❖ Central Air Conditioning
- ❖ 2x6 Framing with R-19 insulation
- ❖ Exterior weather wrap

## ELEGANT BATHS

- ❖ Garden master bath tubs depending on plan
- ❖ Upgraded plumbing fixtures
- ❖ Elongated toilet in master bath
- ❖ Plumbing Rough-in for future basement bathroom
- ❖ Solid surface countertops depending on plan & budget
- ❖ Travertine, porcelain tile floors, vinyl planking type material

## HOMEBUYER PROCESS

- ❖ Professional personnel to assist through the building process
- ❖ Professional designer staff to assist in coordinating color selection
- ❖ Choice of hundreds of elevations and home plans
- ❖ Continuous quality control inspections
- ❖ One-on-one orientation & inspection upon completion of home
- ❖ Full time local customer service
- ❖ One-year warranty

Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_ N/A  
Funding Source: \_\_\_\_\_ N/A  
Account #: \_\_\_\_\_ N/A  
Neighborhood: \_\_\_\_\_ Chesterfield  
Budget Opening Required:

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Dwell Design Build, LLC.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Dwell Design Build, LLC to establish minimum standards for a subdivision at 1580 West Whitlock Avenue.

**BACKGROUND:**

James Graham has submitted a General Plan/zone change application (GPZ-5-2020) on 3.05 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to RS (residential sustainability). The Planning Commission recommended denial.

Section 7-6-210.5 of the Zoning Ordinance states: “No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:...” The ordinance goes on to list the minimum standards for sustainability, which are included in the development agreement. Also included are some interior design features for all new homes.

**RECOMMENDATION:**

The Planning Commission recommends denial to the City Council.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DWELL DESIGN BUILD, LLC FOR APPROXIMATELY 3.05 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1580 WEST WHITLOCK AVENUE.**

**WHEREAS**, Dwell Design Build, LLC (herein “Developer”) owns real property within the limits of West Valley City, Utah, on which it proposes to build a residential development (herein the “Project”); and

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

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

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

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

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

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dwell Design Build, LLC, a Utah limited liability company, (herein “Developer”) for the land to be included in or affected by the project located at approximately 1580 West Whitlock Avenue in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

### RECITALS

**WHEREAS**, Developer owns or is under contract to acquire approximately 3.05 acres of real property located at approximately 1580 West Whitlock Avenue in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new residential development (the “Project”); and

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

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

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

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

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

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

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

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

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

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

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

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:

Dwell Design Build, LLC  
Attn: James Graham  
5479 W Rustic Hill Rd.  
Herriman, Utah 84096

TO CITY:

West Valley City  
Wayne Pyle, City Manager  
3600 Constitution Blvd.  
West Valley City, Utah 84119

WITH A COPY TO:

West Valley City Attorney's Office  
Attn: Brandon Hill  
3600 Constitution Blvd.  
West Valley City, Utah 84119

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

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

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

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

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

**WEST VALLEY CITY**

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**MAYOR**

ATTEST:

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CITY RECORDER

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the \_\_\_\_\_ of Dwell Design Build, a limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said limited liability company executed the same.

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Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

Parcel #: 15-22-405-006

BEG S 89°38'50" E 89.13 FT FR NW COR LOT 41, BLK 22, CHESTERFIELD PLAT A; S 10°21'38" W 178.11 FT; S 1°40'43" E 28.85 FT; E 122.48 FT; N 203.481 FT; N 89°38'50" W 90.87 FT TO BEG.

Parcel #: 15-22-406-006

BEG N 0°07' W 33 FT & E 57.53 FT FR NW COR LOT 2, BLK 23, CHESTERFIELD PLAT A; S 2°20'01" E 38.22 FT; S 1°28'13" W 58.63 FT; S 5°45'01" W 29.57 FT; S 11°13'05" W 28.74 FT; S 7°50'26" E 22.44 FT; S 5°35'25" W 47.11 FT; S 0°54'28" W 50.5 FT; S 19°42'09" E 24.41 FT; S 0°07' E 33 FT; E 355.86 FT M OR L; N 233.14 FT; W 13.35 FT; N 52°18' W 158.39 FT; W 217.19 FT TO BEG. ALSO BEG SW COR SD LOT 2; S 9°04' W 33.42 FT M OR L; E 5.33 FT M OR L; N 0°07' W 33 FT TO BEG.

**EXHIBIT B**

**DEVELOPMENT STANDARDS**

All new homes shall meet the following standards:

1. All homes shall include a solar power generation system that generates all of the electricity needs of the house. The solar power generation system shall meet or exceed the features of a Tesla Solar Roof.
2. All homes shall include wall insulation for all exterior walls with a minimum R-Value of R-30. All homes shall include ceiling insulation for the entire ceiling with a minimum R-Value of R-60.
3. For heating, all homes shall include only a high-efficiency gas furnace with an Annual Fuel Utilization Efficiency (AFUE) rating of 96 percent or higher, radiant heating or electric heating.
4. For water heating, all homes shall include a tankless water heater, hybrid water heater or other type of water heater with a Uniform Energy Rating of at least 0.92.
5. All homes shall include Energy Star rated appliances only that are provided by the developer or homebuilder including refrigerator, dishwasher, clothes washer and clothes dryer.
6. An electric car charger shall be installed in the garage of all homes. The charger shall meet or exceed the features of a Tesla Wall Connector.
7. For toilets, Bathroom and kitchen faucets and showerheads, all homes shall include only WaterSense fixtures.
8. Landscaping shall be installed by the developer in the Front, Side and Rear Yards and shall meet the following standards:
  - a. The maximum amount of lawn shall be 35 percent.
  - b. No lawn shall be allowed in parkstrips or other areas narrower than eight feet.
  - c. Lawn areas shall be free of obstructions and shall not be used on slopes exceeding 25 percent.
  - d. An EPA WaterSense irrigation controller shall be installed.
  - e. Overhead sprinklers shall only be allowed in lawn areas. Drip irrigation shall be used in all non-lawn areas with live plant material. Drip irrigation systems shall include a pressure regulator, filter and flush-end assembly.
  - f. Paths connecting different areas within yards shall be organic mulch, concrete, brick pavers, stone, gravel or crushed stone. Paths shall not be irrigated.

- g. A minimum of four inches mulch depth shall be used in all non-lawn planter beds.
- h. Within Front Yards and Side Yards adjacent to public or private Streets, a minimum of 50 percent live plant material shall be installed.

9. Home interiors shall meet the following standards:

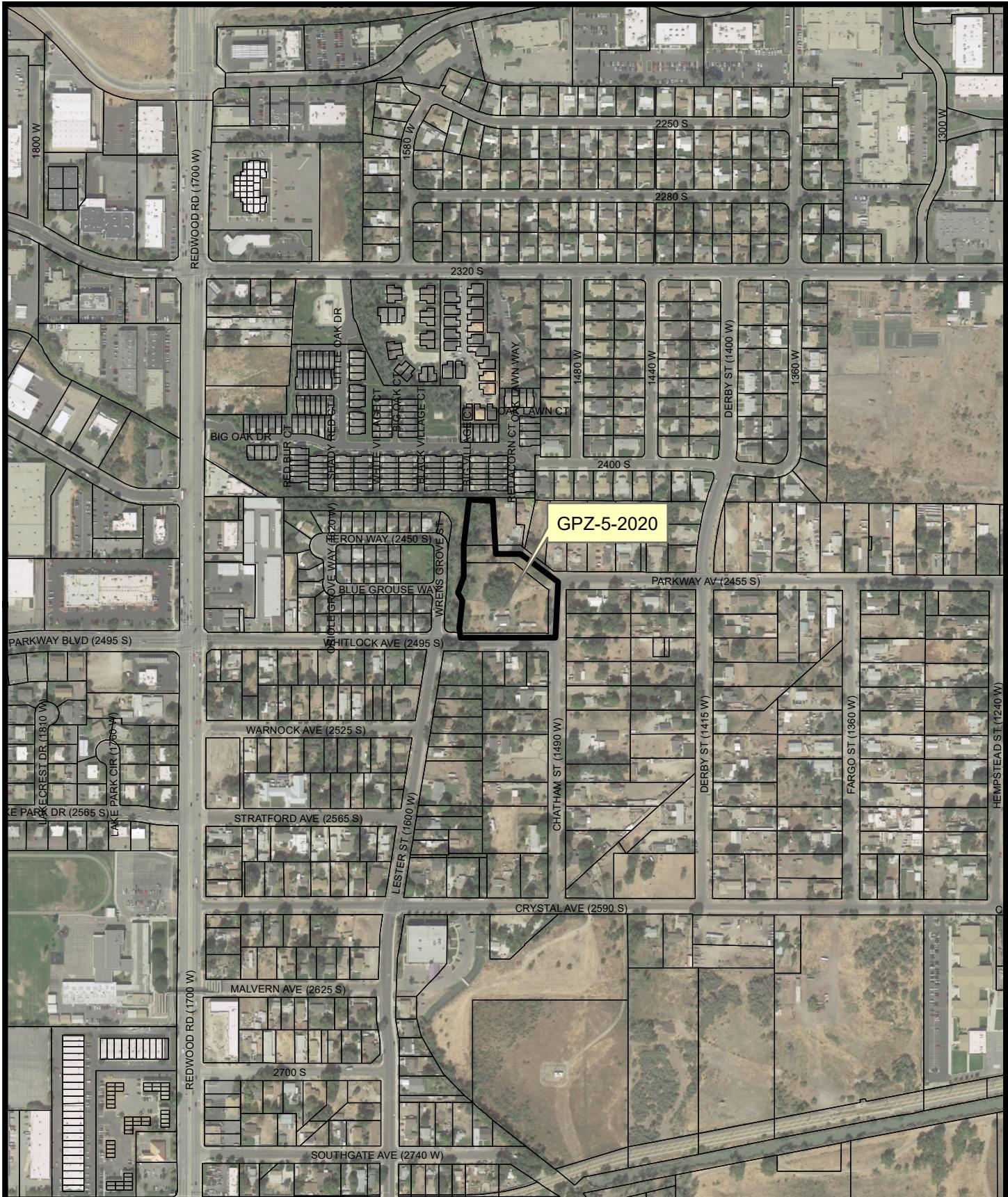
- a. 5" baseboard and 3" casing
- b. Two-tone paint
- c. Cabinets with full-extension drawers and soft close doors
- d. Solid surface countertops
- e. Choice of travertine, ceramic tile or hardwood floors in kitchen and entry
- f. Carpet with 8 lb. pad
- g. Textured or smooth interior walls with rounded corners and textured ceilings
- h. Fiberglass pan for washer (on framed floor only)
- i. Plumbing rough-in for future basement bathroom
- j. TJI® silent floor system
- k. Soft water rough-in included

10. The minimum square footage of finished, above-ground, habitable floor space for homes shall be 1,400 square feet. All homes shall include at least a three-quarter basement unless soil conditions preclude basements as determined by a soils report. Basements shall meet the insulation requirements of this Agreement.

11. A two-car garage shall be required for all new Single Unit Dwellings. The minimum interior dimensions of a garage shall be 20 feet by 20 feet.

12. Exterior materials for all new homes shall be a minimum of 80 percent brick. The remaining 20 percent shall be brick, stone, fiber cement siding, or stucco.

13. The roof of each home shall have a minimum pitch of 8:12.



Petition by **JAMES GRAHAM** requesting a **General Plan change** from Rural Residential (1 to 2 units/acre) to Low Density Residential (3 to 4 units/acre) and a **zone change** from A (Agriculture, minimum lot size ½ acre) to RS (Residential Sustainability, minimum lot size 8,000 sq. ft.). The property is located at 1580 W Whitlock Ave. on 3.05 acres. (Staff – **Steve Pastorik** at 801-963-3545)

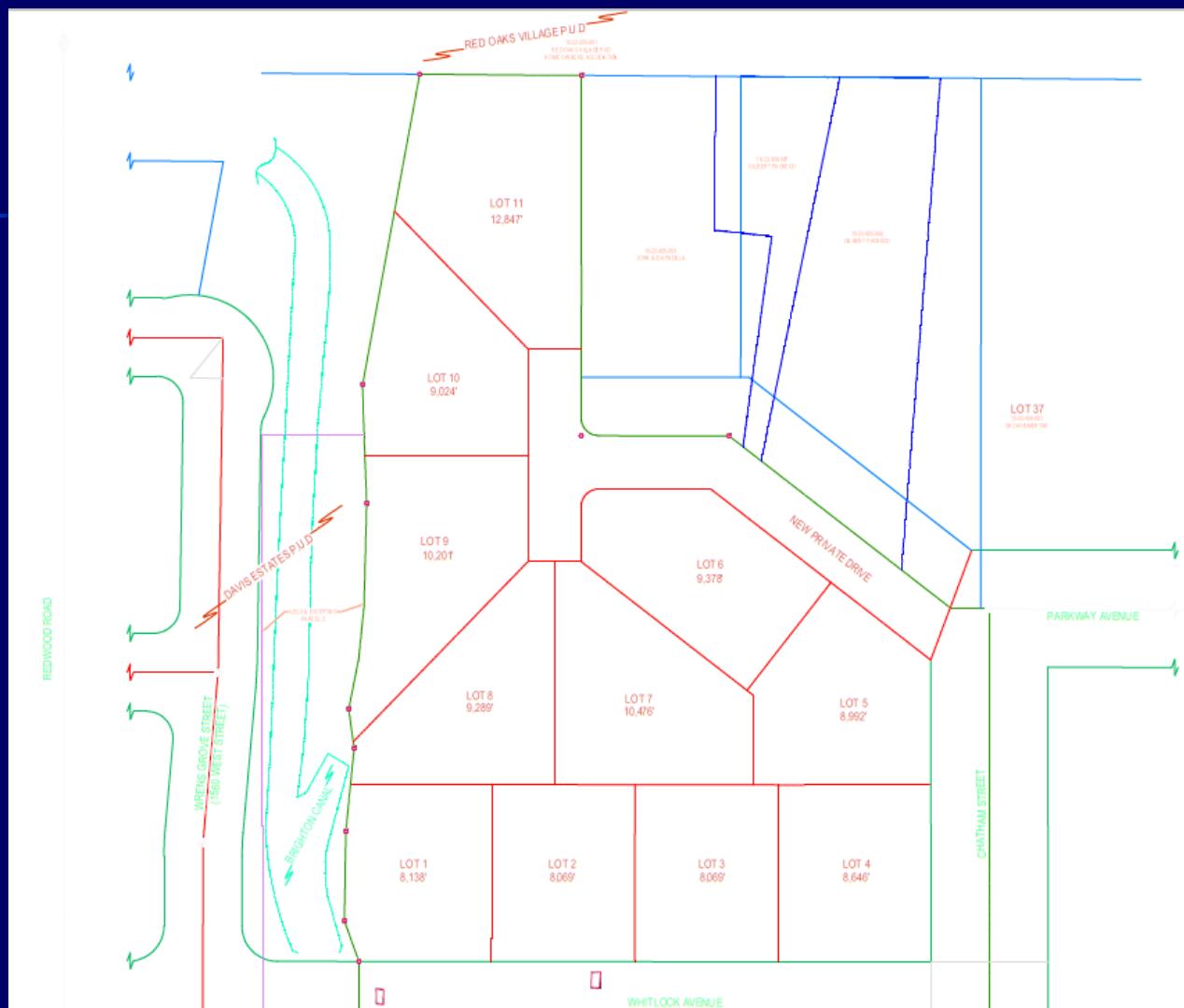


GPZ-5-2020

Petition by **JAMES GRAHAM** requesting a **General Plan change** from Rural Residential (1 to 2 units/acre) to Low Density Residential (3 to 4 units/acre) and a **zone change** from A (Agriculture, minimum lot size  $\frac{1}{2}$  acre) to RS (Residential Sustainability, minimum lot size 8,000 sq. ft.). The property is located at 1580 W Whitlock Ave. on 3.05 acres. (Staff – **Steve Pastorik** at 801-963-3545)



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GPZ-5-2020

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GPZ-5-2020

Petition by **JAMES GRAHAM** requesting a **General Plan change** from Rural Residential (1 to 2 units/acre) to Low Density Residential (3 to 4 units/acre) and a **zone change** from A (Agriculture, minimum lot size  $\frac{1}{2}$  acre) to RS (Residential Sustainability, minimum lot size 8,000 sq. ft.). The property is located at 1580 W Whitlock Ave. on 3.05 acres. (Staff – **Steve Pastorik** at 801-963-3545)



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

**ISSUE:**

A resolution encouraging residents to follow state and local health guidelines during the COVID-19 pandemic.

**SYNOPSIS:**

The resolution encourages residents to wear masks in public places and to follow state and local orders and recommendations to slow the spread of the disease.

**BACKGROUND:**

In March, both the federal government and the state of Utah recognized the existence of a health emergency created by the COVID-19 pandemic. Since that time, significant changes have occurred in many aspects of daily life. In an effort to slow the spread of the disease and allow Utahns to continue with as many normal activities as possible during the pandemic, the state of Utah and Salt Lake County have made several recommendations and enacted health orders pertaining to individuals and businesses.

The resolution encourages all residents to abide by these guidelines, including the wearing of masks in public places.

**RECOMMENDATION:**

Pass the resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. 20-100**

**A RESOLUTION ENCOURAGING RESIDENTS AND BUSINESSES  
TO FOLLOW APPROPRIATE HEALTH GUIDELINES.**

**WHEREAS**, the COVID-19 pandemic has created medical, economic, and social hardships for the residents of the City and the state of Utah; and

**WHEREAS**, these hardships will continue until the pandemic is slowed and ultimately stopped; and

**WHEREAS**, stopping the pandemic is most effective when residents and businesses do their utmost to curtail the spread of the disease; and

**WHEREAS**, medical research and our experience with COVID-19 show that social distancing, enhanced hygiene efforts, and the wearing of face coverings are the most effective steps that individuals can take to slow the spread of the disease; and

**WHEREAS**, the state of Utah and Salt Lake County have issued extensive recommendations and orders for the implementation of these steps by individuals and businesses; and

**WHEREAS**, the Salt Lake County Health Department cited recent studies that confirm the effectiveness of face coverings and their ability to reduce the transmission risk 75-82 percent.

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

- 1) The City Council encourages all residents and businesses within the City to follow appropriate health guidelines.
- 2) The City Council further encourages residents to help and protect their vulnerable friends and neighbors who may be at a higher risk of developing severe complications from COVID-19.
- 3) The City Council further directs staff to undertake outreach efforts to businesses and community groups to emphasize the importance of face coverings, social distancing, and thoroughly and frequently washing hands.

**PASSED, APPROVED and MADE EFFECTIVE** this 14<sup>th</sup> day of July, 2020.

WEST VALLEY CITY

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MAYOR

ATTEST:

CITY RECORDER

## 20-101: Authorize the Purchase of a Tymco 600 Street...

Item #:	
Fiscal Impact:	\$ 184,485.00
Funding Source:	Storm Water Utility Fund
Account #:	36-7531-40740
Budget Opening Required	No

### **ISSUE:**

Authorize the purchase of a street sweeper for Public Works Operations.

### **SYNOPSIS:**

This resolution authorizes the purchase of one (1) Tymco 600 Sweeper from Utah State Contract with Intermountain Sweeper Company.

### **BACKGROUND:**

The City will use Utah State Contact with Intermountain Sweeper Company to replace the 2016 Tymco 600 with a Tymco 600 BAM Regenerative Air Sweeper. Public Works Operations has dealt with Intermountain Sweeper Company on many trade-ins, receiving consistent value for equipment each year.

<b>Machine</b>	<b>Type of Machine</b>	<b>Cost Per Vehicle</b>
1	Tymco 600 Sweeper BAM Regenerative Air	\$289,485.00
1	Trade in – 2016 Tymco 600	-\$105,000.00
	<b>TOTAL</b>	<b>\$184,485.00</b>

### **RECOMMENDATION:**

Approve purchase of Tymco 600 Sweeper from Intermountain Sweeper Company.

### **SUBMITTED BY:**

Russ Willardson, Public Works Director

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.L. 1-800-748-5456

TO :

Darrin Burke  
West Valley City  
2855 South 3600 West  
West Valley, UT 84119

QUOTATION DATE

6/16/20

SALESPERSON

Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE
Net 10	Bestway	Destination	Stock – 18 Weeks ARO
<b>Tymco 600 BAH Regenerative Air Sweeper Mounted on Navistar 4300-ISB Chassis 2 Speed Comdex Package STATE OF UTAH CONTRACT</b>			
<b>BUILT IN VALUE INCLUDES</b>			
John Deere turbo diesel aux. engine-99 HP Tier 4F HD air cleaner with turbo pre cleaner/filter minder Auto shutdown for lo oil and high temperature and low coolant Broom Assist Head-BAH with head deluge cleanout Dust control system w/330 gallon tank w/in cab level gauge High output water system and dual hopper waters Air purge on water system Air Operated Diaphragm Pump w/ High Volume Wash Down Hose Hopper deluge clean out system with four nozzles Rubber lined blower with Lo Noise ratio Abrasion protection package with bolt in rubber liners Hopper suction throat liner with inlet wear flange Double capacity Centrifugal Dust Separator Auxiliary 8" suction hose with hydraulic assist boom Dual gutter brooms with floodlights, parabolic mirrors In cab hydraulic gutter broom tilt left and right Duo skids with 2 Year warranty Dual steering with dual air suspension seats Deluxe back lit control console & Severe weather wiring package Oversize storage box and tool carrier, work platform w/steps Dual hopper inspection doors, In cab dump switch Amber strobe w/limb guard and flashers on rear Back up alarm and rear floodlights, air horn 200 HP Turbo Cummins Diesel Engine with Allison 2500RDS-P 31,000 GVW Chassis Brake Air Dryer In cab air conditioner with AM/FM stereo, elec. heated mirrors Leaf pressure bleeder Operator Training DVD			
Less Trade in for 2016 Tymco 600 -\$105,000.00  Net \$184,485.00			

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR \_\_\_\_\_ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED  
BY \_\_\_\_\_

  
Darrin Burke  
Intermountain Sweeper Co.

ACCEPTED BY 58 Page 2 of 4 DATE \_\_\_\_\_

PURCHASE ORDER # \_\_\_\_\_

THANK YOU! WE APPRECIATE YOUR BUSINESS.

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.L. 1-800-748-5456

TO

Darrin Burke  
West Valley City

QUOTATION DATE

6/16/20

SALESPERSON

Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE	
DESCRIPTION		With Unit	OPTION PRICES	AMOUNT
Net 10	Bestway	Destination		
<b><u>Tymco 600 Options STATE OF UTAH CONTRACT</u></b>				
BAH Broom Assist Head with main broom inside Head			Included	
Lo noise Turbo charged engine Tier 4F			Included	
In cab hydraulic gutter broom tilt - each			Included	
Gutter Broom drop down for scrubbing in front of head Each			Included	
Auto Sweep Interrupt System			Included	
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control			Included	
Auxiliary fuse panel			Included	
Aux hand hose extension nozzle 42" Each			\$425.00	
Hi/Low pressure wash down system with Cat pump and wand			\$1,700.00	
Air operated diaphragm pump with high volume wash down hose			Included	
Hydraulic Curtain Lifter with in cab control			Included	
High output water system w/extra nozzles for extreme dust control			Included	
Reverse Pickup Head Chains			Included	
Backup and head camera system with color monitor			Included	
Variable Speed Gutter Brooms with hydraulic control			Included	
Battery Disconnect Switch			Included	
Hopper load indicator with in cab warning			Included	
Double Capacity Centrifugal Dust Separator Upgrade			Included	
Full length cab light bar- LED type with 12 modules			included	
Arrow stick with in cab controller LED			Included	
Upgrade blower housing to Nitronic Stainless Steel			Included	
Freightliner M2-106 with 200HP Cummins Engine 2 speed			No Charge	
Stainless steel hopper, screen, HC Dust separator			Included	
Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type			Included	
COMDEX Pack with 330 gallons, tool box, work platform w/steps			Included	
Head deluge with hydrant hookup			Included	
CNG Chassis and Sweeper Freightliner M2-112			\$79,500.00	
Manual Package Deduct for extra manual set, truck shop manual, filter set			-\$1,200.00	
Some options may affect standard equipment by change or upgrade				

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR \_\_\_\_\_ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED  
BY



Intermountain Sweeper Co.

ACCEPTED BY 59 Page 3 of 4 DATE

PURCHASE ORDER # \_\_\_\_\_

THANK YOU! WE APPRECIATE YOUR BUSINESS.

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
TYMCO 600 STREET SWEEPER FROM INTERMOUNTAIN  
SWEEPER.**

**WHEREAS**, the Public Works Department requires a new street sweeper for use in maintaining the City's roads; and

**WHEREAS**, the sweeper must be compatible with existing Tymco equipment and operational requirements; and

**WHEREAS**, Intermountain Sweeper holds a state contract to provide said sweeper; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. The City is authorized to trade in an existing street sweeper and purchase a Tymco 600 street sweeper for an additional amount not to exceed One Hundred Eighty Four Thousand Four Hundred and Eighty Five Dollars (\$184,485.00).
2. The Mayor and City Manager are hereby authorized to execute any other documents necessary to effect the purchase, subject to the final approval of said documents by the City Attorney's Office.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Item #:	
Fiscal Impact:	\$500,000
Funding Source:	Revenue
Account #:	45-9610-40750-75255
Budget Opening Required:	Yes

**ISSUE:**

Amendment One to Cooperative Agreement #2173 with Salt Lake County for continued road construction along 2550 South.

**SYNOPSIS:**

This interlocal agreement will increase funding by \$500,000 in County Transportation Funds to West Valley City, to reimburse the City for new road construction along 2550 South between 5600 West to 7200 West.

**BACKGROUND:**

During the 2018 legislative session, SB234 directed UDOT to fund the completion of 2550 South 5600 West to 8000 West, with matching funds from Salt Lake County. UDOT has since funded \$2,000,000 for design and construction. This \$500,000 amendment from Salt Lake County will match what UDOT has funded.

The County Transportation Funds will only be used for allowable uses as described in Subsection 72-2-121(4)(h) of the State Transportation Code.

**RECOMMENDATION:**

Approve Amendment One to Cooperative Agreement with Salt Lake County

**SUBMITTED BY:**

Russ Willardson  
Public Works Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AMENDMENT NO. 1 TO THE INTERLOCAL COOPERATION  
AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE  
COUNTY FOR THE CONSTRUCTION OF 2550 SOUTH.**

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

**WHEREAS**, West Valley City desires to provide for the completion of 2550 South between 5600 West and 7200 West (the “Project”); and

**WHEREAS**, the City and Salt Lake County (hereinafter, the “County”) have previously entered into an interlocal cooperation agreement providing for certain funding for the Project; and

**WHEREAS**, the City and the County desire to amend said agreement to increase funding allocated to the Project; and

**WHEREAS**, an amendment has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Amendment No. 1 of the Interlocal Cooperation Agreement” (hereinafter, the “Amendment”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Amendment;

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

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



### CONTRACT SUMMARY PAGE (INTERNAL USE)

<b>Contract Number:</b> 0000002173 <b>Version:</b> 2 <b>Desc:</b> DRD Transport:InlandPortSB234
<b>Supplier Name:</b> WEST VALLEY CITY
<b>Comments:</b> DRD- Interlocal - County to transfer up to \$1,500,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for new road construction (Inland Port SB234) along 2550 South between 5600 West to 7200 West; Active Transportation infrastructure to be included; SLCo Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024// Amendment #1 increase funding by \$500,000; Exhibit A updated
<b>Contract Amount:</b> \$2,000,000.00
<b>Agency Name:</b> Rgnl Trans, Housng & Econ Dev
<b>Period Performance from</b> 3/1/2019 <b>to</b> 12/31/2024
<b>Procurement Type:</b> EXI Exempt Interlocal
<b>Reason Code:</b> AMENDMENT
<b>Buyer:</b> RMatthes



## COUNTY COUNCIL

### Max Burdick

#### Chair

District 6

### Shireen Ghorbani

At-Large A

### Richard Snelgrove

At-Large B

### Jim Bradley

At-Large C

### Arlyn Bradshaw

District #1

### Michael Jensen

District #2

### Aimee Winder Newton

District #3

### Ann Granato

District #4

### Steve DeBry

District #5

June 16, 2020

Ms. Antigone Carlson  
Contracts Administrator  
Contracts & Procurement Division  
Rm. N4-600, Government Center  
Salt Lake City, Utah

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5754 authorizing execution of AMENDMENT NO. 1 to an INTERLOCAL AGREEMENT between Salt Lake County for its Regional Transportation & Housing Division and **West Valley City** – Disbursement of Transportation Funds.

Salt Lake County will increase the amount paid under the agreement by an additional \$500,000 to be used for authorized projects.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By Saylene Budmundson  
Deputy Clerk

gg

pc: Darrin Casper/Mayor's Office  
Helen Peters/Regional Transportation and Housing Division  
Shauna Soliz/Contract & Procurement Division



## Agenda Item

7.3

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**File #:** 20-0558

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**Topic/Discussion Title:**

A Resolution of the Salt Lake County Council approving the attached amendment one to the interlocal agreement between Salt Lake County and West Valley City increasing the amount paid under the agreement by an additional \$500,000.00.

**Description:**

In 2018 SB 234 Legislature required Salt Lake County provide a match to Utah Department of Transportation's \$4M for Magna and West Valley City toward the construction of a new road at 2550 South. To date the County has provided West Valley City with \$1.5M. This amendment will provide the additional \$500,000 to West Valley for this transportation project.

**Requested Action:** Informational**Presenter(s):** If needed, Helen Peters.**Time Needed:** 5 min**Time Sensitive:** No**Specific Time(s):** No**Requesting Staff Member:** Vanessa Nelson**Will You be Providing a PowerPoint:** No

**Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.**

73  
RESOLUTION NO. 5754

June 16, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE ATTACHED AMENDMENT ONE TO THE INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY AND WEST VALLEY CITY INCREASING THE AMOUNT PAID UNDER THE AGREEMENT BY AN ADDITIONAL \$500,000.00.

W I T N E S S E T H

- A. Salt Lake County and West Valley City previously entered into an Agreement for the disbursement of transportation funding for authorized projects (County Contract No. 0000002173, DA Log No. 19-12985) ("the Agreement");
- B. The Parties desire to amend the Agreement as set forth herein to increase the amount paid under the Agreement by an additional \$500,000.00.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the attached AMENDMENT ONE TO THE INTERLOCAL AGREEMENT between West Valley City and Salt Lake County is hereby approved in substantially the same form as set forth herein; and
2. That the Salt Lake County Mayor is hereby authorized to enter into such agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 16 day of June, 2020.



Max Burdick, Chairperson

ATTEST:



Sherrie Swensen  
Sherrie Swensen

Salt Lake County Clerk

Voting:

Council Member Bradley  
Council Member Bradshaw  
Council Member Burdick  
Council Member DeBry  
Council Member Ghorbani  
Council Member Granato  
Council Member Jensen  
Council Member Newton  
Council Member Snelgrove

"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"  
"Aye"

APPROVED AS TO FORM:

**Jason S. Rose** Digital signature by Jason S. Rose  
Date: 2020.06.08 15:26:39 -06'00'

Senior Attorney

**ATTACHMENT A**

(Amendment One to Interlocal Agreement by and between West Valley City and Salt Lake County)

**AMENDMENT NO. 1**  
of the  
**INTERLOCAL COOPERATION AGREEMENT**  
*between*  
**SALT LAKE COUNTY**  
*and*  
**WEST VALLEY CITY**

This Amendment No. 1 is between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("County") and **WEST VALLEY CITY**, a municipal corporation of the State of Utah ("City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

**R E C I T A L S:**

- A. The Parties previously entered into an Agreement for the disbursement of transportation funding for authorized projects (County Contract No. 0000002173, DA Log No. 19-12985) ("the Agreement");
- B. The Parties desire to amend the Agreement as set forth herein.

**A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree that the Project Description attached as Exhibit A to the underlying agreement is amended as set forth in the Amended Project Description, which is attached hereto as Exhibit A.

1. All Parts, Paragraphs, Attachments and other provisions of the Agreement and any prior amendments thereof not specifically modified by this amendment shall be the same and remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties execute this Amendment on the dates shown below.

*[Intentionally Left Blank – Signature Page Follows]*

**INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY**

## SALT LAKE COUNTY

By Mike Reberg

Dated: June 17/2020, 20

*Reviewed by:*

## REGIONAL TRANSPORTATION AND PLANNING

By Ryan Perry  
\_\_\_\_\_  
Ryan Perry, Director  
Dated: \_\_\_\_\_, 20  
Digitally signed by Ryan  
Perry  
Date: 2020.06.09  
09:20:48 -06'00'

*Approved as to Form and Legality:*

Jason S. Rose  
Senior Attorney

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

**WEST VALLEY CITY**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Attest:

*Approved as to Form 7/1/2020*

*Brandon Hill*

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

Date signed: \_\_\_\_\_

**AMENDED EXHIBIT A**  
**PROJECT DESCRIPTION**  
**FOR**  
**WEST VALLEY CITY**

**1) Project Title:** New Road Construction Projects in the Northwest Quadrant of West Valley City

<b>Project Description</b>	New road construction (Inland Port SB 234) along 2550 South between 5600 West to 7200 West. Active transportation infrastructure (multi-use path) to be included in the design. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.
<b>Maximum Reimbursable Amount:</b>	<b>\$1,500,000.00 -- plus an additional \$500,000.00 as of the date of execution of Amendment One of this Agreement</b>

Item #:	
Fiscal Impact:	\$2,400.00
Funding Source:	State Funds
Account #:	45-9610-40750-75217-0200
Budget Opening Required:	No

**ISSUE:**

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

**SYNOPSIS:**

Real Estate Investment Partners, L.L.C., a Utah limited liability company has signed a signed a Grant of Temporary Construction Easement for property located at 3749 S. Constitution Boulevard (15-33-251-014).

**BACKGROUND:**

This portion of the Real Estate Investment Partners, L.L.C. parcel located at 3749 S. Constitution Boulevard is being acquired as part of the 2700 West Improvement Project, scheduled to be completed in 2020. This portion of the project includes the removal of existing curb, gutter and a four-foot-wide sidewalk along the frontage of the subject property (approximately 360 lineal feet) and installation of new curb, gutter and a five-foot-wide sidewalk within the existing public right-of-way. The elevation of the new curb and gutter on the east side of Constitution Boulevard is being raised to help eliminate the steep asphalt cross slope on the east side of Constitution Boulevard. Compensation in the amount of \$2,400.00 is based upon an appraisal report prepared for the adjacent property to the south.

**RECOMMENDATION:**

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

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN  
EASEMENT PURCHASE AGREEMENT AND ACCEPT A  
TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM  
REAL ESTATE INVESTMENT PARTNERS, L.L.C. FOR PROPERTY  
LOCATED AT 3789 SOUTH CONSTITUTION BOULEVARD.**

**WHEREAS**, Real Estate Investment Partners, L.L.C. (herein “Owner”) has entered into an Easement Purchase Agreement for property located at 3789 S. Constitution Boulevard that is affected by the 2700 West Improvements Project (herein “Project”); and

**WHEREAS**, Owner has also signed a Temporary Construction Easement (the “Document”), as required for the Project; and

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

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

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

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

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

**WEST VALLEY CITY  
EASEMENT PURCHASE AGREEMENT**

On this 17<sup>th</sup> day of June, 2020, Real Estate Investment Partners, L.L.C., a Utah limited liability company, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, an easement for right-of-way purposes.

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

1. The Easement shall be conveyed in the form attached as and for the property described in Exhibit A. The Easement is granted free and clear of all liens and encumbrances, and partial releases for the Easement shall be furnished to the City prior to payment. The total amount in cash settlement shall be paid to GRANTOR.
2. The City shall pay Two Thousand Four Hundred Dollars (\$2,400.00) for the Easement. This amount constitutes fair market value and is the entire payment for all improvements and all known or potential damages, costs, or value that may be related to the Easement.
3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

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

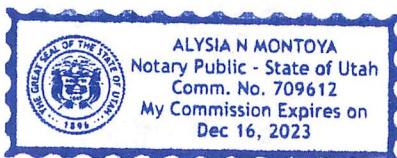
*(signatures follow)*

**GRANTOR  
REAL ESTATE INVESTMENT PARTNERS, L.L.C.**

  
Edward Mancuso  
Robert Galante

State of UTAH )  
County of SALT LAKE ) :ss

On this 17 day of June, 2020, personally appeared before me ROBERT LITAVANIS JR [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the MANAGER [title], of Real Estate Investment Partners, L.L.C., a limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



Notary Public

**GRANTEE  
MAYOR**

ATTEST:

---

## CITY RECORDER

## EXHIBIT A

WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

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PARCEL ID NO: 15-33-251-014

### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Real Estate Investment Partners, L.L.C., a Utah limited liability company**, 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, two temporary construction easements on, over, across and through GRANTORS' land located at **3749 S. Constitution Blvd.**, as reasonably for construction and replacement of improvements, said easements being described as follows:

A tract of land, being part of an entire tract of property located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said tract of land are more particularly described as follows:

Beginning at point on the east line of Constitution Boulevard (2700 West), said point being North 89°56'00" East 50.00 feet and North 00°00'44" East 227.33 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'44" East from the Salt Lake County monument marking the Center of said Section 33, and the Salt Lake County monument marking the North Quarter Corner of Section 33), and running thence North 0°00'44" East 310.53 feet to the southerly most point of the parcel conveyed to West Valley City by Special Warranty Deed recorded December 23, 2009, as Entry No. 10865894 in the office of the Salt Lake County Recorder; thence along said West Valley City parcel the following four (4) courses: 1) North 2°45'17" East 9.26 feet, 2) North 0°29'16" East 67.10 feet, 3) North 45°00'00" East 25.57 feet and 4) North 0°00'00" West 29.82 feet to the northerly boundary of Grantor's property; thence North 89°57'20" East 10.00 feet along said northerly boundary; thence South 0°00'00" East 33.97 feet; thence South 45°00'00" West 25.62 feet; thence South 0°29'16" West 63.21 feet; thence South 2°45'17" West 9.22 feet; thence South 0°00'44" West 86.52 feet; thence North 89°57'20" East 24.50 feet; thence South 0°00'44" West 58.50 feet; thence South 89°57'20" West 24.50 feet; thence South 0°00'44" West 141.00 feet; thence North 89°57'20" East 12.50 feet; thence South 0°00'44" West 24.25 feet to the southerly boundary of Grantor's property; thence South 89°56'00" West 22.50 feet along said southerly boundary to the POINT OF BEGINNING. The above described parcel encompasses 6,159 square feet, more or less.

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

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

Grantee shall reasonably coordinate its construction with the tenant occupying the property of which the easement area is apart and shall use reasonable efforts to not disrupt such tenant's business at the property.

Upon completion of construction, Grantee shall reasonably restore the easement area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the construction in question.

Grantee shall indemnify and hold Grantor harmless for, from and against all claims, damages, losses, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee related to the use of the Easement by Grantee.

WITNESSED the hand of said GRANTOR this 17<sup>th</sup> day of June, 2020,  
2020.

GRANTOR  
**Real Estate Investment Partners, L.L.C.,**  
a Utah limited liability company



By:  
Title:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the \_\_\_\_\_ of **Real Estate Investment Partners, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

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## 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: **15-33-251-014**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Real Estate Investment Partners, L.L.C., a Utah limited liability company**, 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, two temporary construction easements on, over, across and through GRANTORS' land located at **3749 S. Constitution Blvd.**, as reasonably for construction and replacement of improvements, said easements being described as follows:

A tract of land, being part of an entire tract of property located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said tract of land are more particularly described as follows:

Beginning at point on the east line of Constitution Boulevard (2700 West), said point being North 89°56'00" East 50.00 feet and North 00°00'44" East 227.33 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'44" East from the Salt Lake County monument marking the Center of said Section 33, and the Salt Lake County monument marking the North Quarter Corner of Section 33), and running thence North 0°00'44" East 310.53 feet to the southerly most point of the parcel conveyed to West Valley City by Special Warranty Deed recorded December 23, 2009, as Entry No. 10865894 in the office of the Salt Lake County Recorder; thence along said West Valley City parcel the following four (4) courses: 1) North 2°45'17" East 9.26 feet, 2) North 0°29'16" East 67.10 feet, 3) North 45°00'00" East 25.57 feet and 4) North 0°00'00" West 29.82 feet to the northerly boundary of Grantor's property; thence North 89°57'20" East 10.00 feet along said northerly boundary; thence South 0°00'00" East 33.97 feet; thence South 45°00'00" West 25.62 feet; thence South 0°29'16" West 63.21 feet; thence South 2°45'17" West 9.22 feet; thence South 0°00'44" West 86.52 feet; thence North 89°57'20" East 24.50 feet; thence South 0°00'44" West 58.50 feet; thence South 89°57'20" West 24.50 feet; thence South 0°00'44" West 141.00 feet; thence North 89°57'20" East 12.50 feet; thence South 0°00'44" West 24.25 feet to the southerly boundary of Grantor's property; thence South 89°56'00" West 22.50 feet along said southerly boundary to the POINT OF BEGINNING. The above described parcel encompasses 6,159 square feet, more or less.

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

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

Grantee shall reasonably coordinate its construction with the tenant occupying the property of which the easement area is apart and shall use reasonable efforts to not disrupt such tenant's business at the property.

Upon completion of construction, Grantee shall reasonably restore the easement area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the construction in question.

Grantee shall indemnify and hold Grantor harmless for, from and against all claims, damages, losses, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee related to the use of the Easement by Grantee.

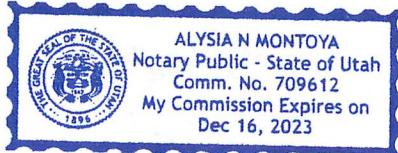
WITNESSED the hand of said GRANTOR this 17<sup>th</sup> day of June, 2020,  
2020.

GRANTOR  
**Real Estate Investment Partners, L.L.C.,**  
a Utah limited liability company

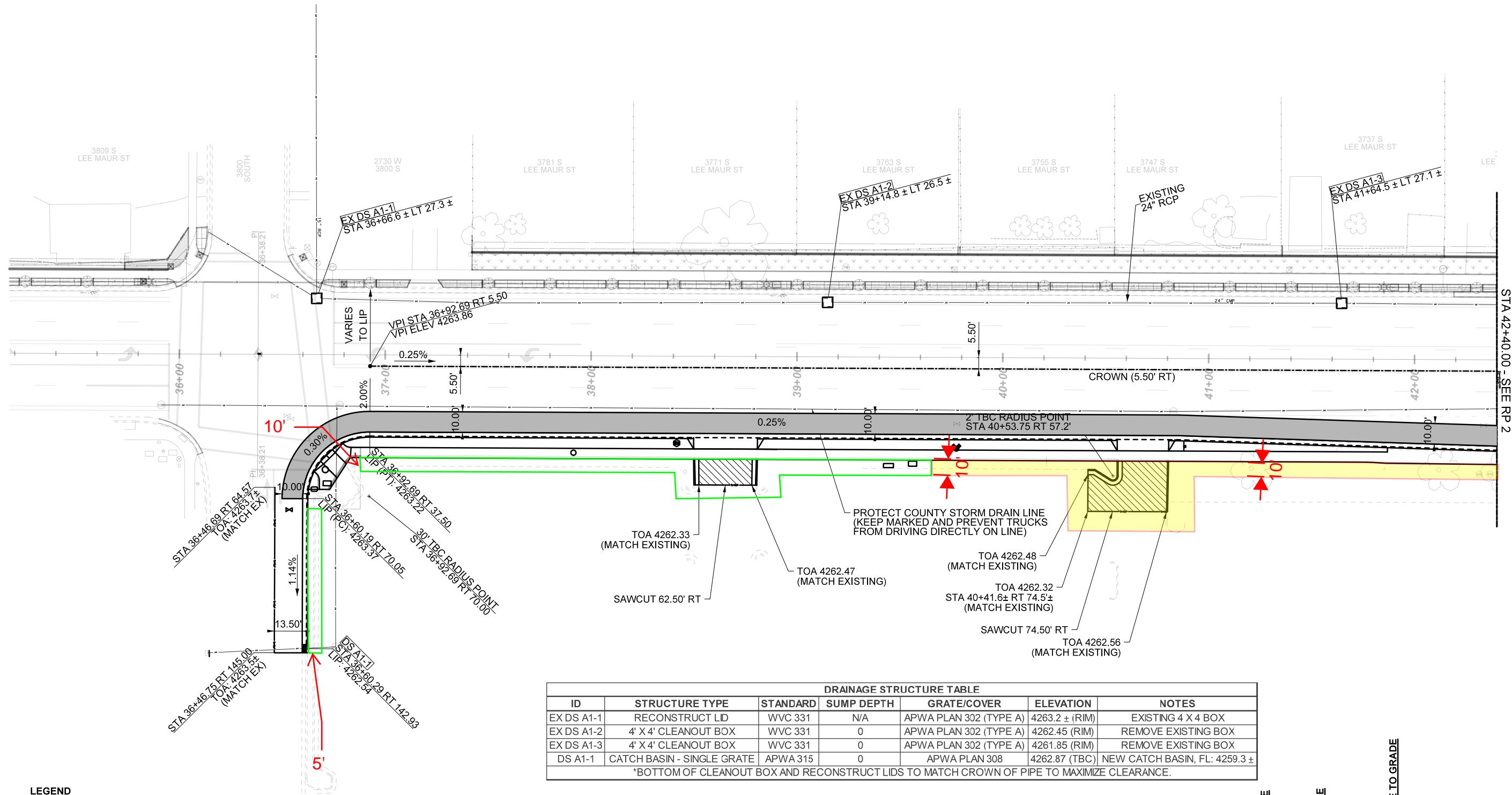
By: Robert Gouraud  
Title: MANAGER

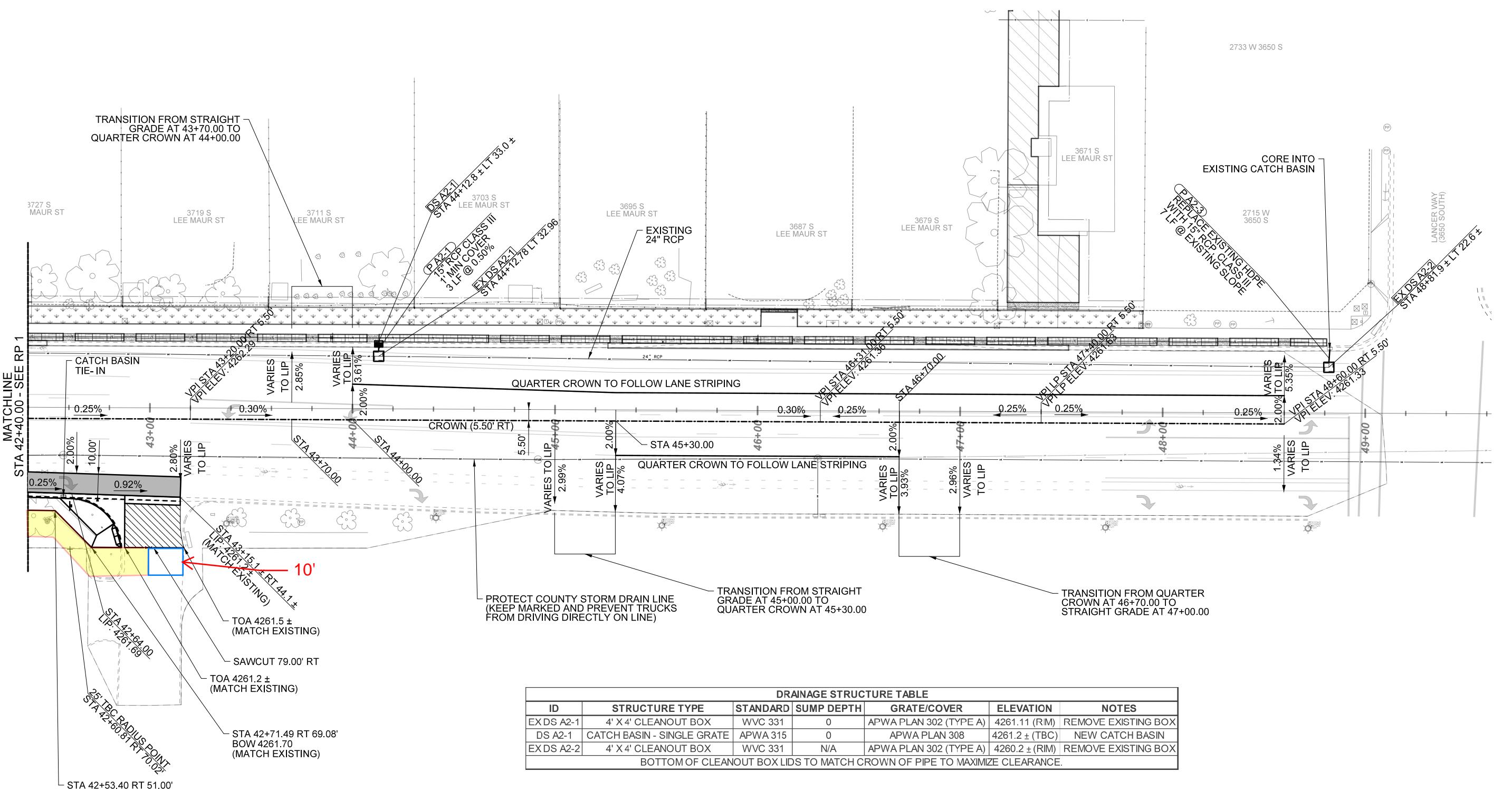
*Grant of Temporary Construction Easement  
Parcel # 15-33-251-014  
Page 3 of 3*

On this 17 day of June, 2020, personally appeared before me ROBERT L LILALANS JR, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Manager of **Real Estate Investment Partners, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Notary Public





2700 WEST IMPROVEMENTS	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT	DESIGN	DATE
4100 SOUTH TO 3500 SOUTH	ENGINEERING DIVISION	CHECK	NO. BY
ROADWAY PLAN	3600 CONSTITUTION BOULEVARD	DRAWN	CHECK
WVC ENG CCR-432	WEST VALLEY CITY, UTAH 84119-3720	REMARKS	REVISIONS
PROJECT NUMBER	PROFESSIONAL ENGINEER	DATE	

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.

**SYNOPSIS:**

Andrew A. Kessler, Attorney-in-fact for Emily Martinsen and Andrew A. Kessler, an individual has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3830 S. Market Street (15-33-326-009).

**BACKGROUND:**

The Emily Martinsen and Andrew A. Kessler 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 negotiated based upon an appraisal reports 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 ANDREW KESSLER AND EMILY  
MARTINSEN FOR PROPERTY LOCATED AT 3830 SOUTH  
MARKET STREET.**

**WHEREAS**, Andrew Kessler and Emily Martinsen (herein and collectively “Owner”) have entered into a Right of Way Purchase Agreement for property located at 3830 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, Emily Martinsen and Andrew Kessler (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:

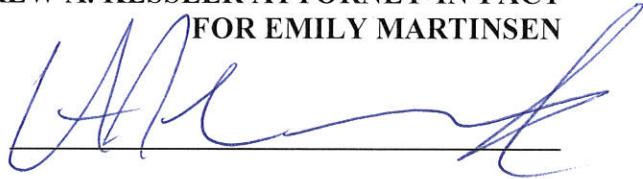
1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property 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.
8. Following completion of the City's work, the City shall restore the property described in Exhibit B to its condition as of the date of this Agreement.

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

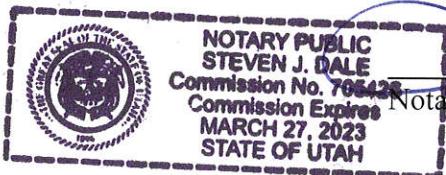
*(signatures follow)*

GRANTOR  
ANDREW A. KESSLER ATTORNEY-IN-FACT  
FOR EMILY MARTINSEN



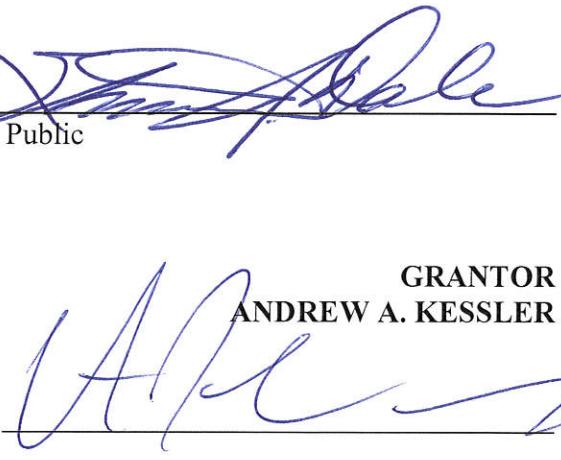
State of UTAH )  
:ss  
County of SALT LAKE )

On this 22<sup>ND</sup> day of JUNE, 2020, personally appeared before me Andrew A. Kessler, Attorney -in-fact for Emily Martinsen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she executed the foregoing instrument.



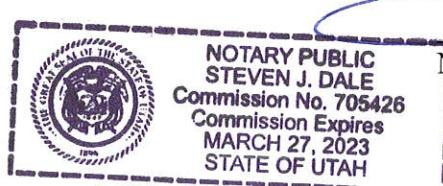
Notary Public

GRANTOR  
ANDREW A. KESSLER



State of UTAH )  
:ss  
County of SALT LAKE )

On this 22<sup>ND</sup> day of JULY, 2020, personally appeared before me Andrew A. Kessler, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he executed the foregoing instrument.



Notary Public

**GRANTEE  
MAYOR**

---

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 I.D. #15-33-326-009

**WARRANTY DEED**

**Emily Martinsen, and unmarried woman and Andrew A. Kessler, an unmarried man, as joint tenants**, 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 **3830 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 tract 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 tract of land are more particularly described as follows:

Beginning at the southeast corner of Lot 34, of Rolling Meadows No. 1 Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence West 11.00 feet along the south line of said lot; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears North 45°00'00" East 15.56 feet; thence South 11.00 feet along the east 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

GRANTOR

---

**Andrew A. Kessler, Attorney-in-fact  
for Emily Martinsen**

---

**Andrew A. Kessler**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me **Andrew A. Kessler, Attorney-in-fact for Emily Martinsen** and **Andrew A. Kessler, an individual**, 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: #15-33-326-009

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Emily Martinsen, and unmarried woman and Andrew A. Kessler, an unmarried man, as joint tenants, 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 **3830 S. Market Street**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement across a 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 point West 11.00 feet from the southeast corner of Lot 34, of Rolling Meadows No. 1 Amended, according to the official plat thereof as recorded in Book V at Page 61 in the office of the Salt Lake County Recorder, and running thence West 1.00 foot along the south line of said lot; thence North 45°00'00" East 16.97 feet to the east line of said lot; thence South 1.00 foot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears South 45°00'00" 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

GRANTOR

---

**Andrew A. Kessler, Attorney-in-fact  
for Emily Martinsen**

---

**Andrew A. Kessler**

State of \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me **Andrew A. Kessler, Attorney-in-fact for Emily Martinsen** and **Andrew A. Kessler, an individual**, 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. #15-33-326-009

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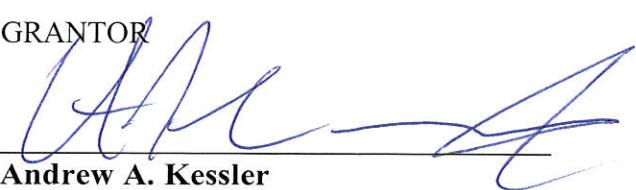
Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 22<sup>nd</sup> day of June,  
2020.

GRANTOR

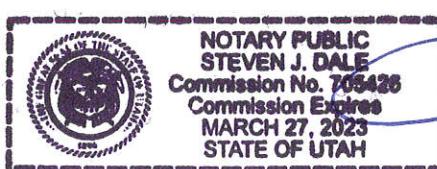
  
Andrew A. Kessler, Attorney-in-fact  
for Emily Martinsen

GRANTOR

  
Andrew A. Kessler

State of Utah )  
:ss  
County of SALT LAKE )

On this 22<sup>nd</sup> day of JUNE, 2020, personally appeared before me **Andrew A. Kessler, Attorney-in-fact for Emily Martinsen and Andrew A. Kessler, an individual**, 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

A handwritten signature in blue ink that reads "Steven J. Dale".

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: #15-33-326-009

### **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

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WITNESSED the hands of said GRANTORS this 22<sup>nd</sup> day of JUNE,  
2020.

GRANTOR



Andrew A. Kessler, Attorney-in-fact  
for Emily Martinsen

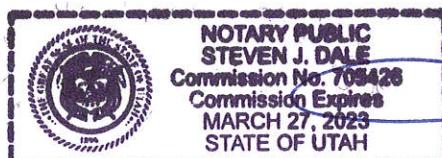
GRANTOR



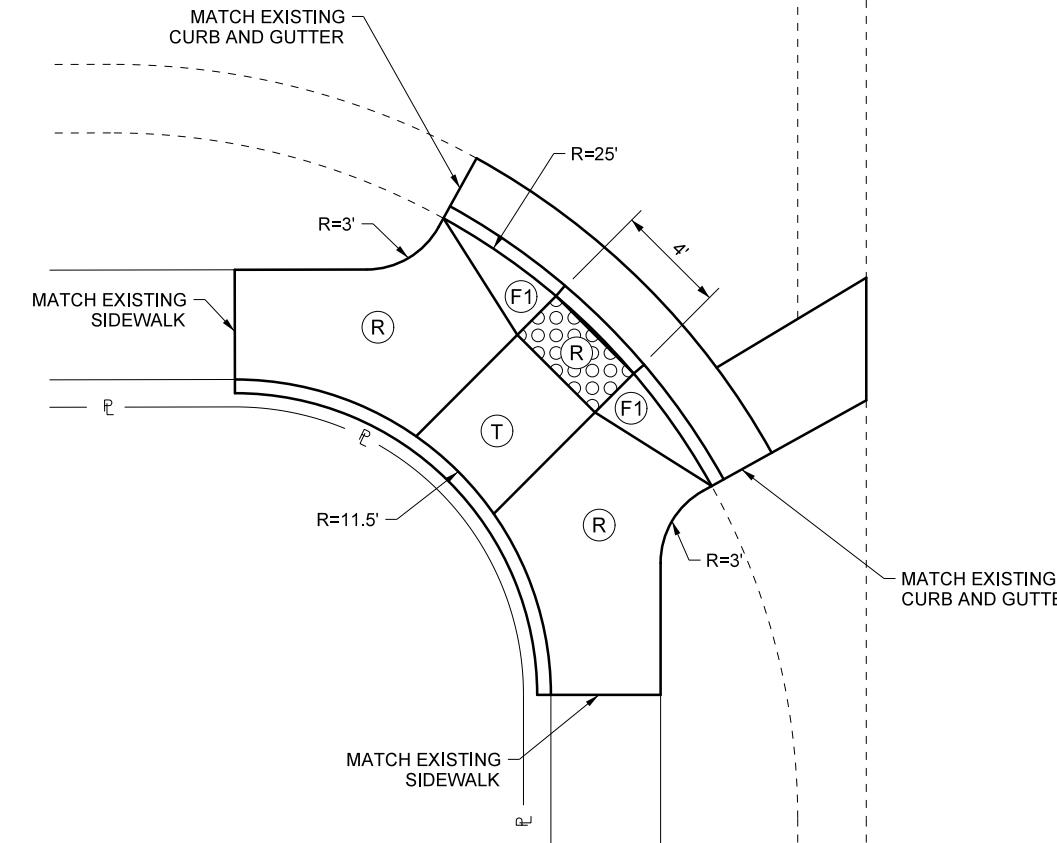
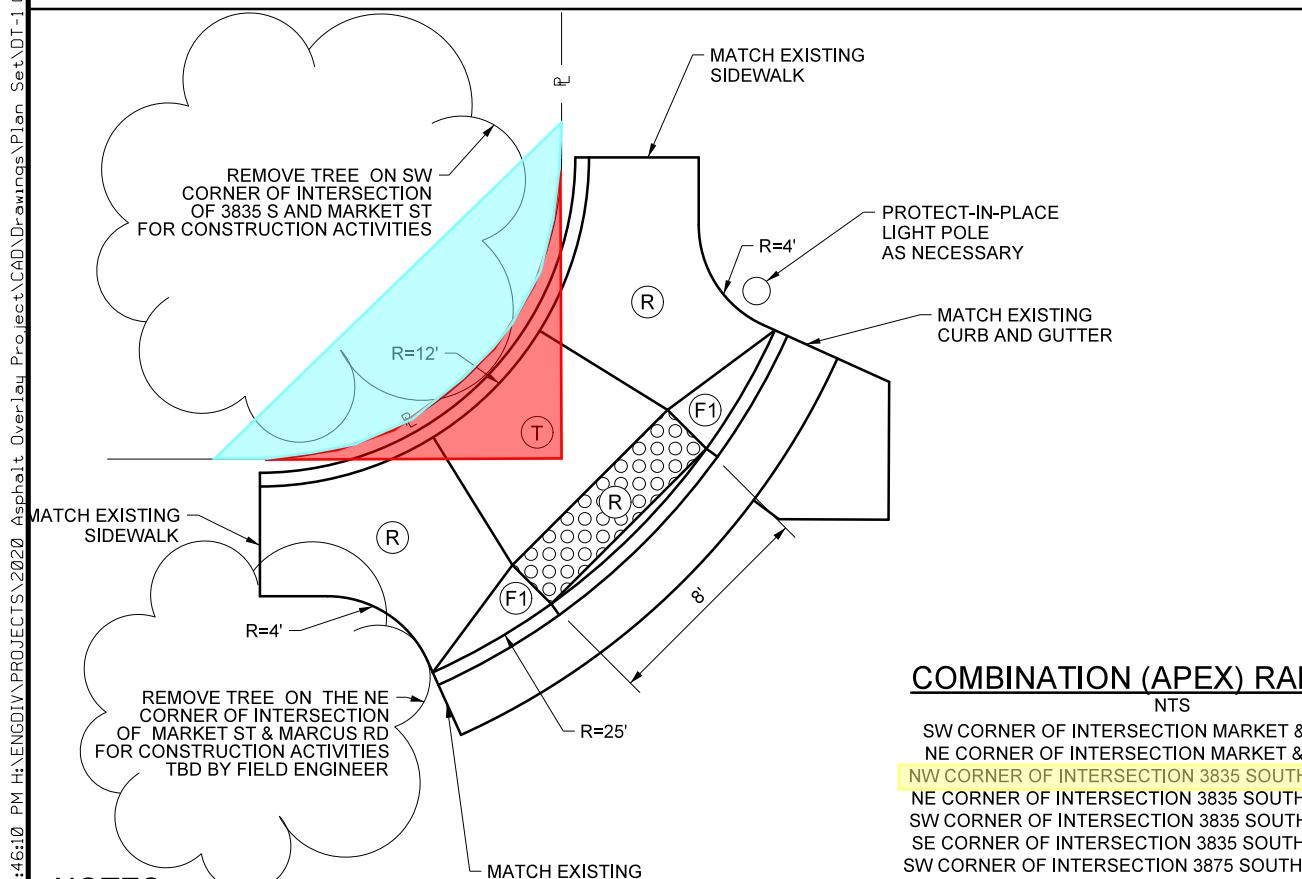
Andrew A. Kessler

State of UTAH )  
County of SALT LAKE ) :ss

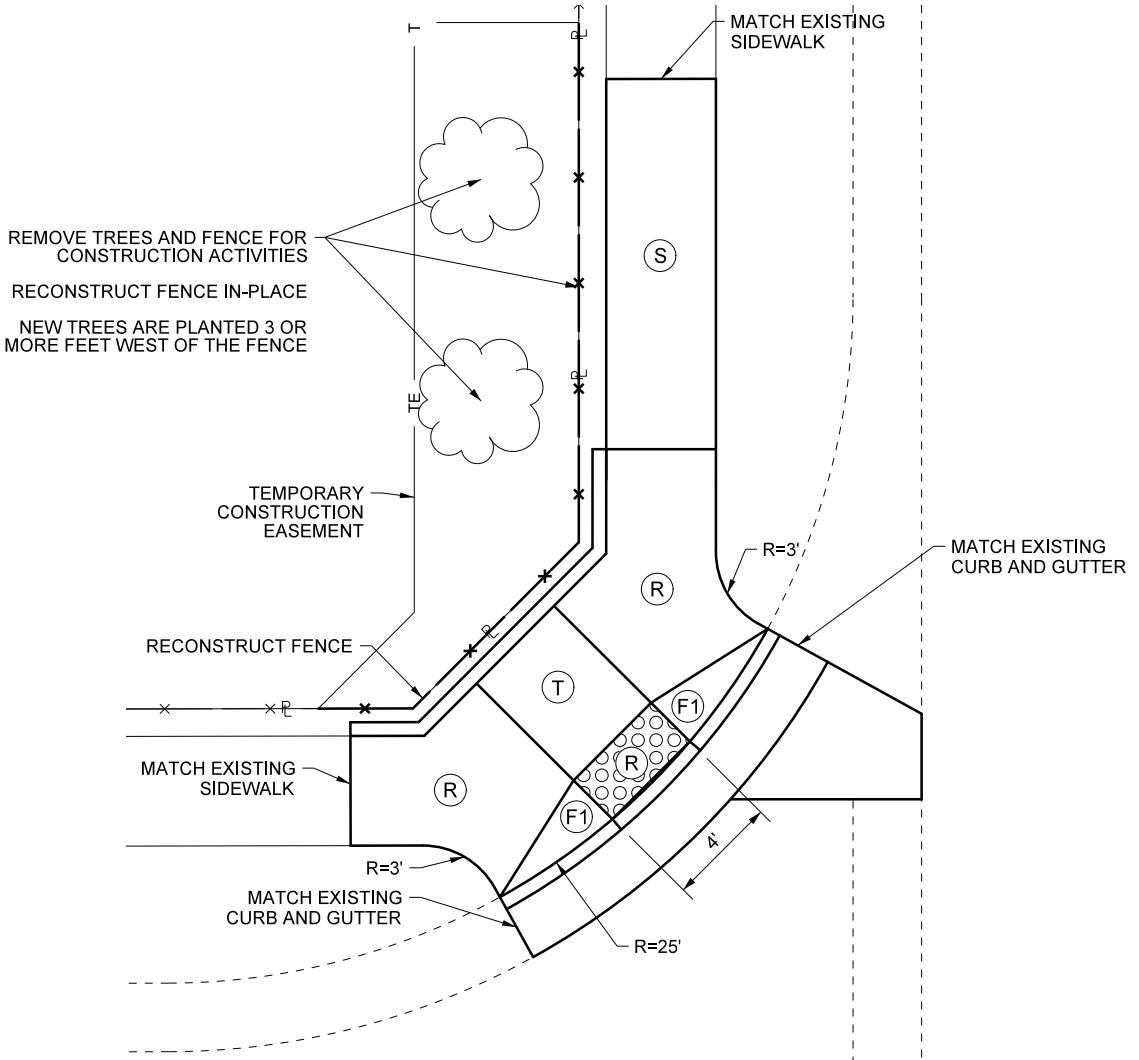
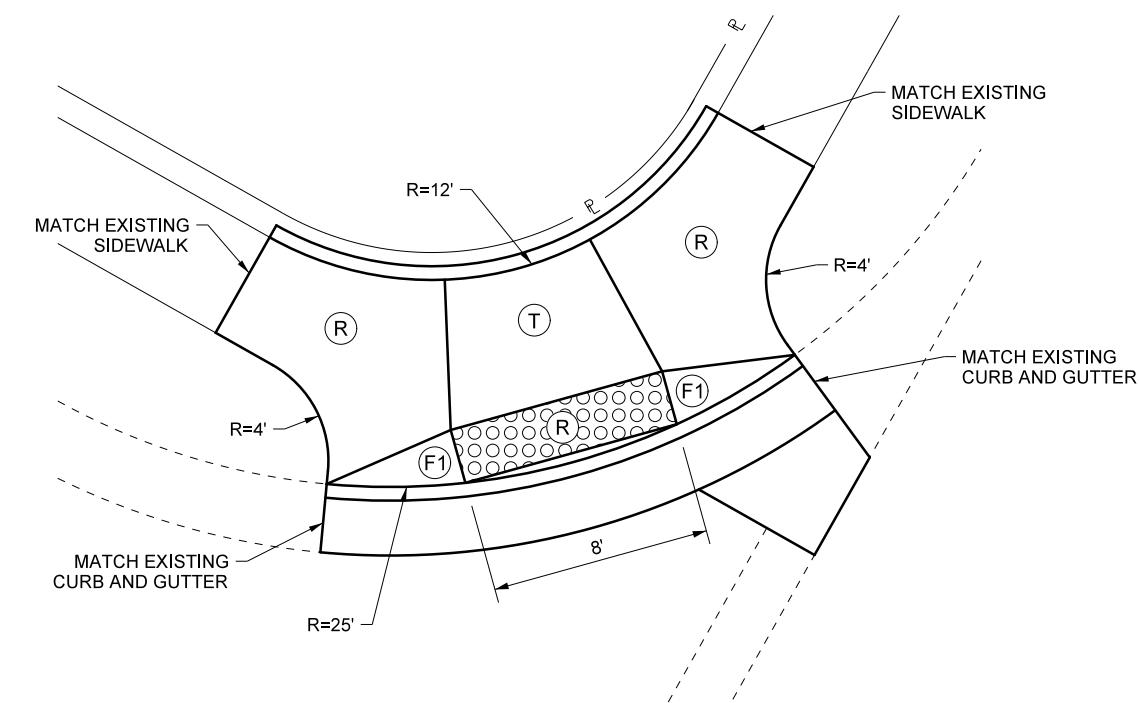
On this 22<sup>nd</sup> day of JUNE, 2020, personally appeared before me **Andrew A. Kessler, Attorney-in-fact for Emily Martinsen** and **Andrew A. Kessler, an individual**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.



Notary Public

**COMBINATION (APEX) RAMP NO. 1**NTS  
S CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST**NOTES**

1. AS NECESSARY, SIGNS ARE RELOCATED WITHIN PARKSTRIP AND OUTSIDE OF PEDESTRIAN ACCESS RAMPS AND SIDEWALK.

**COMBINATION (APEX) RAMP NO. 2**NTS  
N CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST**COMBINATION (APEX) RAMP NO. 4**  
NTS  
NW CORNER OF INTERSECTION MARCUS RD & MARKET ST

2020 ASPHALT OVERLAY PROJECT		WEST VALLEY CITY PUBLIC WORKS DEPARTMENT	
SCHEDULE NO. 1, 2, 4, 8		DESIGN	REVISIONS
DETAIL		CHECK	REVISIONS
WVC ENG CCR-453	PROJECT NUMBER	DATE	REVISIONS
PROGRESS • HUMAN • ENVIRONMENT • INNOVATION • WEST VALLEY CITY	PROFESSIONAL ENGINEER	DATE	REVISIONS
3600 CONSTITUTION BOULEVARD	DATE	REVISIONS	REVISIONS
WEST VALLEY CITY, UTAH 84119-3720	REMARKS	REVISIONS	REVISIONS

## 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. 1, AMENDED and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION		REMARKS
COURSE	DIST.	
		BEGINNING AT A POINT WHICH IS WEST 343.13' FROM THE CENTER OF SECTION 33, T. 15.
WEST	278.87'	R. 1W, S. L. B. & M. RUNNING; THENCE
SOUTH	355.00'	THENCE
EAST	120.00'	THENCE
SOUTH	305.00'	THENCE
WEST	862.00'	THENCE
SOUTH	152.00'	THENCE
S. 18°W.	252.736'	THENCE
S. 72°E.	164.196'	THENCE
S. 63°E.	270.00'	THENCE
S. 77°E.	264.998'	THENCE
S. 68°E.	155.01'	THENCE
S. 50°E.	72.177'	THENCE
N. 40°E.	251.549'	THENCE
S. 60°W. 38°E.	34.968'	THENCE
N. 10°E. 63°E.	266.700'	THENCE
NORTH	728.887'	THENCE
N. 2°E. 38°W.	280.153'	TO THE POINT OF BEGINNING

RECEIVED  
JUN 19 1960  
Charles V. King  
Charles V. King  
STATE OF UTAH

JUNE, 1960  
DATE

## OWNER'S DEDICATION

Know all men by these presents that WE, the 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 "1, AMENDED

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 23<sup>rd</sup> day of AUGUST A.D. 1960

AWARD HOMES INC.

Robert D. Klein  
ROBERT D. KLEIN  
PRESIDENT  
Juana M. Scott  
JUANA M. SCOTT  
SECRETARY TREASURER

Otlyn Violett Bennion Mary Pheloma Bennion

## 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 23<sup>rd</sup> day of August A.D. 1960, personally appeared before me the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signor(s) of the above Owner's dedication, 2 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: Dec 11 1961  
NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

## ROLLING MEADOWS NO. 1, AMENDED

A SUBDIVISION IN SECTION 33, T. 15, R. 1W.

## SALT LAKE BASE &amp; MERIDIAN

RECORDED # 1737472

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

AMERICAN HOUSING CORPORATION

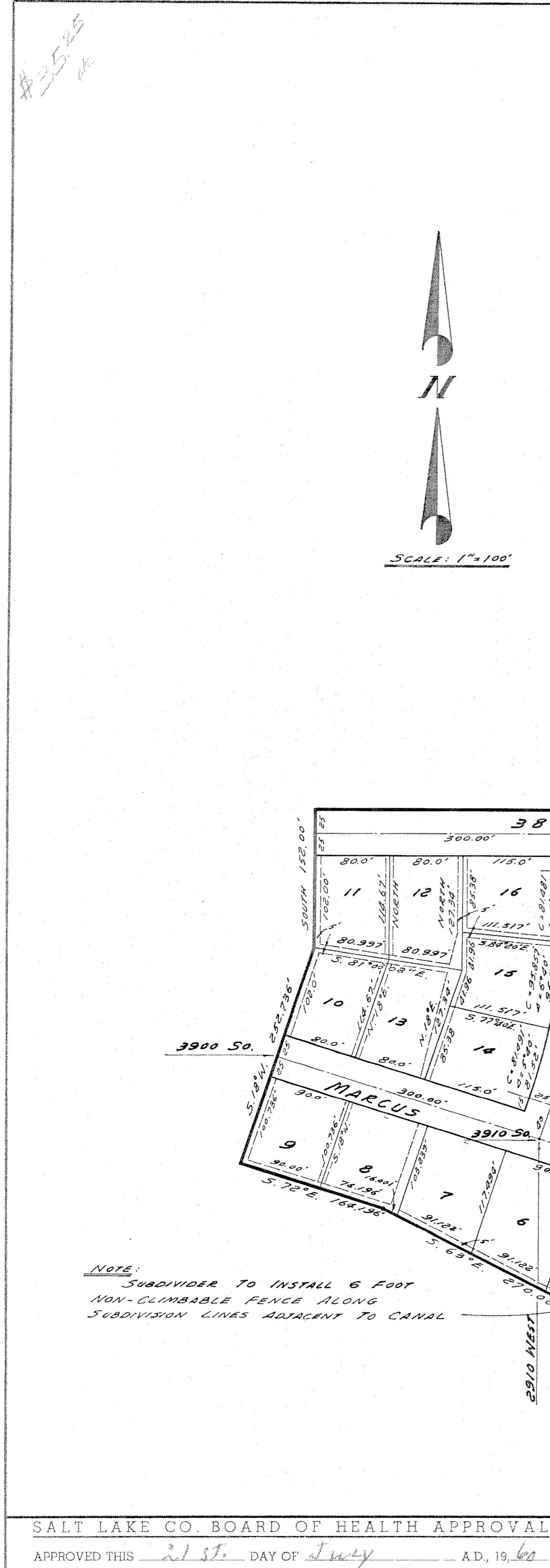
DATE 9-20-60 TIME 12:22 P.M. BOOK V PAGE 61

3525 FEE \$ 3.25

RECORDED BY George E. Johnson SALT LAKE COUNTY DEPUTY

NOTARY PUBLIC  
RESIDING IN SALT LAKE COUNTY

V-61 DEPUTY SALT LAKE COUNTY, UTAH  
Page 16 of 16 Job No. 997



SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 21<sup>st</sup> DAY OF JULY A.D. 1960

Charles V. King  
DIRECTOR S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12<sup>th</sup> DAY OF JULY A.D. 1960 BY  
THE SALT LAKE COUNTY PLANNING COMMISSION

John S. King  
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.

George E. Johnson  
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 19<sup>th</sup> DAY OF September A.D. 1960

George E. Johnson  
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY, COMMISSIONERS THIS 19<sup>th</sup> DAY OF September A.D. 1960, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Frank H. Dillingham  
SALT LAKE COUNTY CLERK

Frank H. Dillingham  
SALT LAKE COUNTY CLERK

RECORDED # 1737472

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

AMERICAN HOUSING CORPORATION

DATE 9-20-60 TIME 12:22 P.M. BOOK V PAGE 61

3525 FEE \$ 3.25

RECORDED BY George E. Johnson SALT LAKE COUNTY DEPUTY