The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 28, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on July 28, 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 21, 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 a Housing and Urban Development (HUD) FY 2020-2024 Five Year Consolidated Plan and FY 2020-2021 Annual Action Plan

Action: Consider Resolution 20-110, Approve an Annual Action Plan, a Five Year Consolidated Plan, and the West Valley City Community Development Block Grant Budget Proposal and Recommended Projects for Fiscal Year 2020-2021

B. Accept Public Input Regarding an Amendment to the West Valley Citizen Participation Plan for Federal Grant Programs to Accommodate COVID-19 Related Flexibilities and Procedures

Action: Consider Resolution 20-111, Approve an Amendment to the City's Citizen Participation Plan for Federal Grant Programs

8. Resolutions:

A. 20-112: Approve a First Amended and Restated Agreement of the Utah Municipal Risk Management Association

9. Consent Agenda:

A. 20-113: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From the Harlan Bangerter Living Trust for Property Located at 3837 South 3200 West

B. 20-114: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From the Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust for Property Located at 2829 West 3875 South

C. 20-115: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Rodolfo Gomez for Property Located at 4003 South Market Street

D. 20-116: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Barbara Sorensen for Property Located at 3470 South Beaver Street

E. 20-117: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Nam Huynh and Yinh Luo for Property Located at 3448 South Beaver Street

F. 20-118: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Nancy Hunt for Property Located at 4015 South 2975 West

G. 20-119: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Candice and Aaron Schindler for Property Located at 3155 West Whitehall Drive

H. 20-120: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement With and From Cheryl Johnson and Shaun Murdock for Property Located at 3829 South 3200 West

I. 20-121: Authorize the City to Enter into Two Right of Way Purchase Agreements and Accept Two Warranty Deeds and Temporary Construction Easements With and From the Work Activity Center, Inc. for Property Located at 2754 and 2807 West 3835 South

J. 20-122: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Pacific Resources Associates, LLC for Property Located at 3765 South Constitution Boulevard

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – JULY 21, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JULY 21, 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*(arrived as noted)*
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(left as noted)*

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

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

INSIDE THE POLICE DEPARTMENT VIDEO SERIES
A video providing information about the Police Department was displayed.

Councilmember Tom Huynh arrived at 6:35 PM.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JULY 14, 2020
The Council considered the Minutes of the Regular Meeting held July 14, 2020. There were no changes, corrections or deletions.

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Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held July 14, 2020. Councilmember Lang 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 he has 35 open requests in the West Valley City app and has not received responses on any of them but 1. He stated that the City needs an ordinance in place in relation to fireworks and minors. Mr. Vesock stated that he has reached out multiple times to Code Enforcement and has not heard a response.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Mayor Bigelow stated he has seen minors lighting fireworks. He encouraged everyone to have a safe 24th of July and to follow all safety protocols.

Councilmember Fitisemanu left the meeting at 6:40 PM.

RESOLUTION 20-106: AUTHORIZE WEST VALLEY CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERALS OFFICE CRIMES AGAINST STATEWIDE ECONOMY (CASE) TASKFORCE

Mayor Bigelow discussed proposed Resolution 20-106 that would authorize West Valley City to enter into a Memorandum of Understanding with the Utah Attorney General's Office Crimes Against Statewide Economy (Case) Taskforce.

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

> The Utah Attorney General's Office has created CASE task force to coordinate local law enforcement resources in the investigation of property and economic crimes and their associated organizations and networks. The Police Department seeks to assign one (1) investigator to this position. The Utah Attorney General's Office agrees to compensate WVC for the cost of that employee's salary and benefits.

DRAFT

> This task force initiates and investigates major property and economic related crimes, including organized crime operations, money laundering, and cases that requiring personnel or financial resources above what a local agency can supply.

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

> Councilmember Lang moved to approve Resolution 20-106.
>
> Councilmember Buhler seconded the motion.
>
> A roll call vote was taken:

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

> Unanimous.

RESOLUTION 20-107: APPROVE A BETTERMENT AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE BURIAL OF CERTAIN POWER LINES ON AND NEAR 3500 SOUTH AND 5600 WEST

Mayor Bigelow discussed proposed Resolution 20-107 that would approve a Betterment Agreement between the City and the Utah Department of Transportation for the burial of certain power lines on and near 3500 South and 5600 West.

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

> UDOT is reconstructing and widening portions of 3500 South and 5600 West as part of the Mountain View Corridor project. The city requested the project betterment from UDOT to bury overhead power on 3500 South between 5450 West and 6000 West, and on 5600 West between approximately 3600 South and 3400 South.
>
> The power burial betterment was originally requested in December 2018, when the city and UDOT executed Cooperative Agreement No. 1 for the construction of Mountain View Corridor from 4100 South to SR-201. The work has since been

DRAFT

completed and the execution of this agreement will authorize the city to pay UDOT for the city-requested betterment work. Per the agreement, payment is due October 15, 2020.

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

Councilmember Nordfelt moved to approve Resolution 20-107.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-108: APPROVE THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING FOR LOCATIONS IMPACTED BY THE MOUNTAIN VIEW CORRIDOR

Mayor Bigelow discussed proposed Resolution 20-108 that would approve the purchase of streetlights from Mountain States Lighting for locations impacted by the Mountain View Corridor.

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

UDOT's work on Mountain View Corridor is impacting various streets within West Valley City. The city has requested a betterment for UDOT's contractor to install streetlights on these streets. The city has opted to purchase and supply lights directly to the contractor for installation to take advantage of a discount offered from the city's supplier, Mountain States Lighting.

This resolution authorizes the city to spend up to $375,000 to purchase 131 streetlights for use on the following streets: 3500 South, 5600 West, SR-201 South Frontage Road, Cilma Drive, Masters Drive, 3575 South, Darle Avenue, 2400 South, Marsha Drive and Anna Caroline Drive.

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

Councilmember Buhler moved to approve Resolution 20-108.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JULY 21, 2020 WAS ADJOURNED AT 6:48 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 21, 2020.

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item: CDBG 5-year Plan, Annual Plan & Budget
Fiscal Impact: $1,261,314
Funding Source: CDBG
Account #: 60-6081-40750
Budget Opening Required: Yes

ISSUE:

Approving a Housing and Urban Development (HUD) FY 2020-2024 Five-Year Consolidated Plan and FY 2020-2021 Annual Action Plan

SYNOPSIS:

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG), and the HOME Investment Partnership Act (HOME) programs. These annual grants coincide with the City's fiscal year which begins July 1st and ends on June 30th. As part of the grant application, the City is required to submit a Consolidated Plan document that addresses the strategies and priority needs for using these grant funds over a five-year period. Before HUD will approve any CDBG expenditures we must also have an approved Annual Action Plan and budget describing goals for the programs with a budget listing the projects we intend to fund with CDBG for the 2020-2021 FY. We have created an Annual Action Plan and budget proposal that meets the goals and federal guidelines of these funds.

West Valley City will submit to the Department of Housing and Urban Development, the Five-Year Consolidated Plan and Annual Action Plan. The City has made its Consolidated Plan and Annual Action Plan available for review by the public. A public hearing was held on July 28, 2020 at 6:30 p.m. during the West Valley City Council Meeting, to allow for public comment on the Consolidated Plan, Annual Action Plan and budget.

BACKGROUND:

The FY 2020-2024 Consolidated Plan and FY 2020 Annual Action Plan contain the following major components:

1. Identification of housing and non-housing community development needs and priorities over the next five years within the City.

2. Identification of federal and non-federal resources reasonably expected to be made available during the program year to undertake activities identified in the proposed Five-Year Consolidated Plan.

3. A list of activities to be undertaken during the FY 2020 program year to address community development and housing needs including the geographic distribution of activities to be completed.

4. Identification of homeless and special needs activities to be undertaken during the 2020 annual program period to address identified needs within the City.

The Five-Year Consolidated Plan for FY 2020-2024 and the proposed use of funds outlined in the FY 2020 Annual Plan were developed after conducting Citizen Participation committee meetings, holding public hearings, and the review of requests from local communities identifying needs

RECOMMENDATION:

Approve the attached Resolution

SUBMITTED BY:

Heather Royall

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ANNUAL ACTION PLAN, A FIVE YEAR CONSOLIDATED PLAN, AND THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET PROPOSAL AND RECOMMENDED PROJECTS FOR FISCAL YEAR 2020-2021.

WHEREAS, West Valley City has established certain community priorities and desires to undertake Community Development Block Grant ("CDBG") programs within the City for fiscal year 2020-21; and

WHEREAS, as part of this process, the City is required to adopt an annual action plan and a five year consolidated plan; and

WHEREAS, the City has also created a CDBG proposed budget setting forth recommended projects for the 2020-2021 fiscal year; and

WHEREAS, the City has held a public hearing and received public input concerning the proposed plans and budget; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached plans and budget are hereby approved, and the Mayor and City Manager are authorized to execute any documents necessary to facilitate CDBG funding in accordance with the budget proposal, subject to 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

NEIGHBORHOODS & INFASTRUCTURE - HAR

Organization Name / Application Title
West Valley City Grants Division / Home Rehabilitation Loan Program
West Valley City Grants Division / Emergency Repair & Minor Maintenance Program
West Valley City Community Preservation / Code Enforcement
Odyssey House - Inc, Utah / Parents Program Fire Escape and Accessibility Enhancement
Project Reality / Project Reality New Facility**

PUBLIC & SUPPORTIVE SERVICES - SOFT (

Organization Name / Application Title
South Valley Sanctuary / Crisis Shelter and Homeless Services
West Valley City Victim Services, West Valley City Corporation / WVC Victim Services
YWCA Utah / Women In Jeopardy
Salt Lake Community Action Program DBA Utah Community Action / UCA Food Pantry
West Valley City Public Relations & Neighborhood Services Office / West Valley City Neighborhood Services
Young Men's Christian Association of Northern Utah / YMCA Afterschool LIT Program
Big Brothers Big Sisters of Utah Inc. / One-to-One Youth Mentoring
West Valley City / 2020 COP Officer
Senior Charity Care Foundation / Senior Charity Care**
Salt Lake Community Action Program DBA Utah Community Action / UCA Housing and Case Management
West Valley City Parks and Recreation / WVC Family Fitness Center Sponsorship/Scholarship Program
Family Support Center / Family Support Center Crisis Nursery
The INN Between / The INN Between, End of Life and Temporary Housing for Terminally Ill/Medically Frail Homel
Asian Association of Utah / Behavioral Health Services for Unfunded Refugees & Immigrants Project
Utah Health and Human Rights Project / Torture and Severe War Trauma Treatment Program
The Road Home / TRH Emergency Shelter & Resource Center Program
United Way of Salt Lake / Supporting West Valley City Residents Via Utah 211
West Valley Arts & Cultural Foundation / ARTrageous Education Programs
English Skills Learning Center / Financial Literacy and English for Senior Immigrant and Refugee Women In WVC
Journey of Hope / Atherton Case Management**
Asian Association of Utah / Refugee and Immigrant Rent Assistance Program

***New applicant or sub-recipient/not previously awarded CDBG funding*

onymous)]

Total Score ▾	Requested Amount	Trial Recommendation
287.00	$ 200,000.00	$ 200,000.00
283.33	$ 10,000.00	$ 10,000.00
N/A	$ 140,000.00	$ 140,000.00
212.75	$ 20,000.00	$ 12,000.00
119.80	$ 25,000.00	$ 5,250.00
	$ 395,000.00	**$ 367,250.00**

Total Score	Requested Amount	Trial Recommendation
286.20	$ 20,000.00	$ 20,000.00
285.00	$ 12,000.00	$ 12,000.00
285.00	$ 12,269.00	$ 12,269.00
280.85	$ 10,000.00	$ 10,000.00
279.00	$ 12,000.00	$ 12,000.00
278.00	$ 10,000.00	$ 10,000.00
275.40	$ 12,000.00	$ 12,000.00
275.00	$ 60,000.00	$ 60,000.00
269.00	$ 10,000.00	$ 10,000.00
266.80	$ 10,000.00	$ 10,000.00
263.50	$ 8,000.00	$ 8,000.00
259.40	$ 15,000.00	$ 15,000.00
255.20	$ 10,000.00	$ 10,000.00
248.80	$ 12,000.00	$ 12,000.00
246.20	$ 10,000.00	$ 10,000.00
242.80	$ 12,000.00	$ 12,000.00
240.00	$ 10,000.00	$ 10,000.00
239.50	$ 10,000.00	$ 10,000.00
236.60	$ 12,000.00	$ 12,000.00
229.00	$ 12,000.00	$ 12,000.00
222.60	$ 50,000.00	$ 50,000.00
	$ 329,269.00	**$ 329,269.00**

West Valley City Community Development Block Grant Recommendations FY 2020-2021

2020-2021 CDBG Allocation	*$1,135,255*
Program Income estimation (not yet received)	*$25,000*
Total est. Budget Proposal	***$1,160,255***

		Funding Requested	$ Awarded FY 2019-2020
Neighborhoods & Infrastructure			
1	West Valley City Home Rehabilitation Loan Programs	$200,000	$200,000
2	West Valley City Home Rehabilitation/ERMMA	$10,000	$10,000
3	West Valley City Community Preservation - Code Enforcement	$140,000	$140,000
4	Odyssey House Inc. - Parents Program Fire Escape & Accessability Mod.	$20,000	$14,000
5	Project Reality - New Facility	$25,000	NEW
	TOTAL	**$395,000**	
Public Services (15% Cap - Lifted for FY 2020-2021)			
1	South Valley Sanctuary - DV Crisis Shelter & Homeless Services	$20,000	$0
2	West Valley City Victim Services - DV assistance	$12,000	$9,439
3	YWCA - Women in Jeopardy Program	$12,269	$10,383
4	Salt Lake Community Action Program - Redwood Food Pantry	$10,000	$9,439
5	West Valley City Neighborhood Services - Neigh. Watch/NNO	$12,000	$11,327
6	YMCA - Redwood Elementary Afterschool Program	$10,000	$9,439
7	Big Brothers Big Sisters of Utah - Youth Mentoring Program	$12,000	$11,327
8	West Valley City P.D. - Community Services Division (CDBG Officers)	$60,000	$47,195
9	Senior Charity Care Foundation - Senior Charity Care	$10,000	NEW
10	Salt Lake Community Action Program - Case Mgmt. & Housing Program	$10,000	$6,607
11	West Valley City FFC - Youth Program Sponsorship	$8,000	$7,550
12	Family Support Center - Crisis Nursery	$15,000	$11,327
13	The INN Between - Housing for terminally ill homeless	$10,000	$5,163
14	Asian Association of Utah - Refugee Community Wellness Prgm.	$12,000	$9,439
15	Utah Health & Human Rights Proj. - Torture & Severe Abuse Treatment	$10,000	$6,607
16	The Road Home - Resource Center/Community Shelter	$12,000	$7,551
17	United Way 2-1-1	$10,000	$8,495
18	West Valley City UCCC - WVC Educational Programs	$10,000	$9,439
19	English Skills Learning Center - Financial Literacy & English for WVC Refugees	$12,000	$0
20	Journey of Hope - Atherton Case Management	$12,000	NEW
21	Asian Association of Utah - Refugee Rent Assistance Program	$50,000	$9,439
	TOTAL	**$329,269**	
Administration (20%)			$247,262
	TOTAL		
Infrastructure & 2020 Pedestrian Ramp(s) Set-aside *			$114,605
	GRAND TOTAL		

**This amount includes anticipated Program Income payments, not yet received*

Funding Recommended	
$200,000	
$10,000	
$140,000	
$12,000	Previously awarded $ for different project(s)
$5,250	
$367,250	
$20,000	
$12,000	
$12,269	
$10,000	
$12,000	
$10,000	
$12,000	
$60,000	
$10,000	
$10,000	
$8,000	
$15,000	
$10,000	
$12,000	
$10,000	
$12,000	
$10,000	
$10,000	
$12,000	
$12,000	
$50,000	
$329,269	
$227,051	
$227,051	
$236,685	
$1,160,255	

Neighborhoods & Infrastructure		
1	West Valley City Home Rehabilitation Loan Programs	$200,000
2	West Valley City Home Rehabilitation/ERMMA	$10,000
3	West Valley City Community Preservation - Code Enforcement	$140,000
4	Odyssey House Inc. - Parents Program Fire Escape & Accessability Mod.	$12,000
5	Project Reality - New Facility	$5,250
	TOTAL	**$367,250**
Public Services (15% Cap - Lifted for FY 2020-2021)		
1	South Valley Sanctuary - DV Crisis Shelter & Homeless Services	$20,000
2	West Valley City Victim Services - DV assistance	$12,000
3	YWCA - Women in Jeopardy Program	$12,269
4	Salt Lake Community Action Program - Redwood Food Pantry	$10,000
5	West Valley City Neighborhood Services - Neigh. Watch/NNO	$12,000
6	YMCA - Redwood Elementary Afterschool Program	$10,000
7	Big Brothers Big Sisters of Utah - Youth Mentoring Program	$12,000
8	West Valley City P.D. - Community Services Division (CDBG Officers)	$60,000
9	Senior Charity Care Foundation - Senior Charity Care	$10,000
10	Salt Lake Community Action Program - Case Mgmt. & Housing Program	$10,000
11	West Valley City FFC - Youth Program Sponsorship	$8,000
12	Family Support Center - Crisis Nursery	$15,000
13	The INN Between - Housing for terminally ill homeless	$10,000
14	Asian Association of Utah - Refugee Community Wellness Prgm.	$12,000
15	Utah Health & Human Rights Proj. - Torture & Severe Abuse Treatment	$10,000
16	The Road Home - Resource Center/Community Shelter	$12,000
17	United Way 2-1-1	$10,000
18	West Valley City UCCC - WVC Educational Programs	$10,000
19	English Skills Learning Center - Financial Literacy & English for WVC Refugees	$12,000
20	Journey of Hope - Atherton Case Management	$12,000
21	Asian Association of Utah - Refugee Rent Assistance Program	$50,000
	TOTAL	**$329,269**
Administration (20%)		$227,051
	TOTAL	**$227,051**
Infrastructure & 2020 Pedestrian Ramp(s) Set-aside *		**$236,685**

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The purpose of this document is to provide a vision for the future of the City and determine the potential role for federal Community Development Block Grants (CDBG) and HOME funds, in accomplishing some of the goals for the next 5 years. This 5-year Consolidated Plan (the "Plan") will cover the period of FY 2020-2024.

West Valley City seeks to continue the development and revitalization of opportunity corridors to maintain the City's role as a major regional employment center, preserve important open space as a valued community asset and maximize the potential of transportation and transit investments in the City.

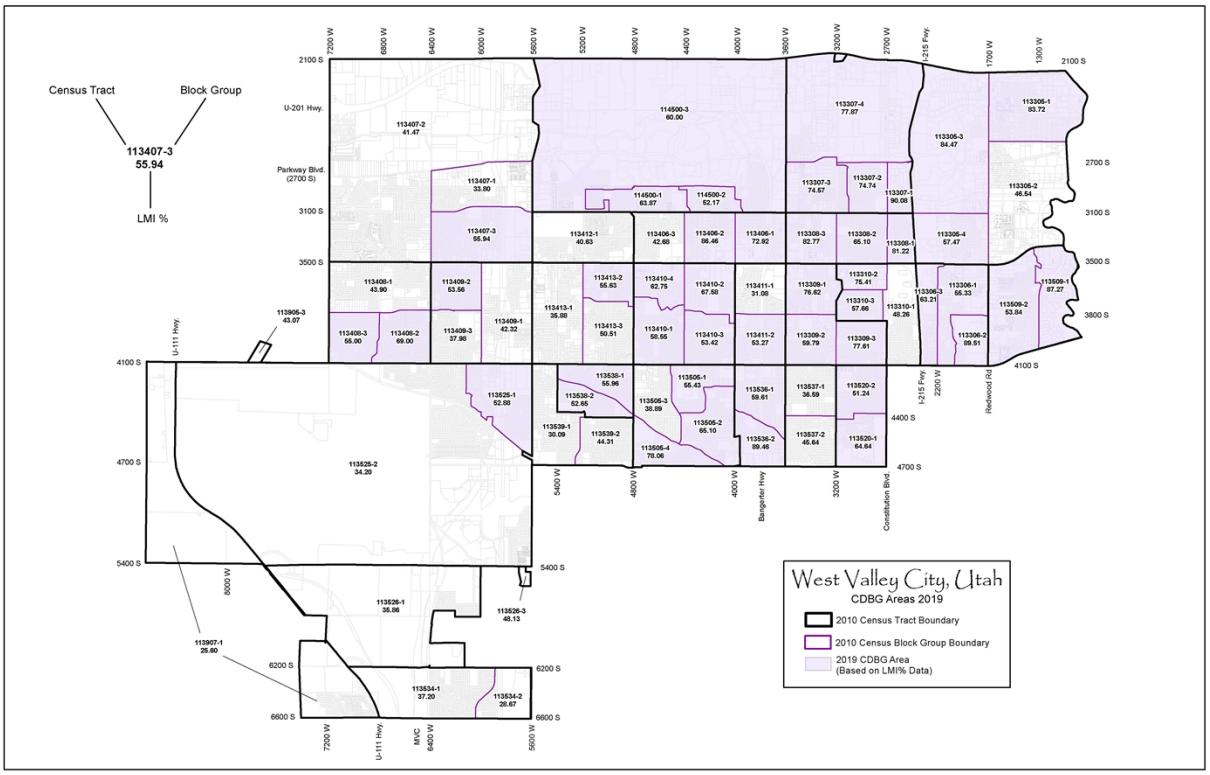
West Valley City has diligently worked to preserve residential communities and will work to proactively address important neighborhood issues that detract from their safety and vitality. West Valley City seeks to provide positive solutions involving neighborhood residents that make the City more beautiful, unique, and unified.

The vision of West Valley City is to maintain a variety of housing for people of different ages, races and household types. Such housing should include a quality architecture that addresses the street; provide amenities such as trails, parks; open space; create safe and attractive neighborhoods and promote resource conservation. The City will also work to create a more balanced mix of home sizes and values and encourage larger developments near transit stations.

West Valley City will continue to establish a diverse and vibrant economic base. The City will retain and enhance manufacturing and industry opportunities, provide efficient and fair business reviews and, and celebrate the cultural diversity within the City. West Valley City aims to define and expand its unique sense of place to stimulate economic, social and cultural appeal.

West Valley City has pursued an urban design strategy that includes a greater intensity of development and is creating a recognizable downtown; utilizing transit more extensively; conserving resources; taking advantage of existing infrastructure; including attractive streetscapes and buildings close to the street with high-quality architecture, street furniture and attractive signage.

West Valley City General Plan: Vision West 2035 is a good example of the joint effort put forth by West Valley City officials, residents, business owners, landowners, and representatives from several different agencies addressing the issues, goals, and actions deemed important. This plan was developed after extensive public input and research process, which helped the City create a collective vision for the future and goals and actions to reach that vision. The Vision West 2035 results have been combined with HUD specific goals and public input to help West Valley City determine strengths and course of action.



CDBG Areas Map

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

West Valley City has diligently worked to preserve residential communities and will work to proactively address important neighborhood issues that detract from their safety and vitality. The vision of West Valley City is to maintain a variety of housing for people of different ages, races, ethnicities, and socio-economic statuses. Such housing should include a quality architecture that addresses the street; provide amenities such as trails, parks; open space; create safe and attractive neighborhoods and promote resource conservation.

The City will continue to establish a diverse and vibrant economic base, in order to retain and enhance manufacturing and industry opportunities, shape the emerging activity in important opportunity corridors, provide an efficient and fair business review, and celebrate the ethnic and cultural diversity within the City.

West Valley City has begun to pursue an urban design strategy that includes a greater intensity of development creating a recognizable downtown; utilizing transit more extensively; conserving resources; promoting attractive streetscapes; with the potential to include pedestrian and bicycle accommodations, while taking advantage of existing infrastructure.

The City has also implemented some new target-area based programs, to continue the goal or revitalization and stabilization throughout West Valley City's neighborhoods. These programs consist of a variety of rehabilitation activities and public-private partnerships for service projects.

3. Evaluation of past performance

CDBG funds have been allocated to several Public Services, as well as Neighborhoods and Infrastructure projects throughout the last five years. Duplication of services is carefully watched, and new programs are funded if the need is there. All the funding awarded under West Valley City's CDBG and HOME programs were used for activities that benefit LMI persons.

West Valley City has been successful in accomplishing most of the established goals and objectives, set forth in the previous Con Plan. The addition of new target-area residential rehabilitation projects has continued to assist the City in its goal of decent housing by focusing some reserved funding on deteriorating homes and neighborhoods.

West Valley City has been dedicated to allocating CDBG and HOME funds to the programs that support neighborhood improvement and revitalization needs. Programs such as Emergency Repair and Minor Maintenance (ERMMA), Home Rehabilitation Loans, Mobile Home grants, targeted neighborhood rehabilitation programs, and partnerships with Code Enforcement were big expenditure projects for West Valley City throughout the previous years, in keeping with the programs that support the core goals. At the same time, the City recognizes the importance of the public service programs and what an invaluable resource they are to the residents, and therefore has continued to support the providing organizations to the greatest extent feasible. CDBG funding has historically made it possible for the City to fund the public service projects most needed by the residents of West Valley City.

West Valley City Grants Division staff will continue to sit on various committees and actively participate in:

- Salt Lake County HOME Consortium

- Utah Grants Coordinating Council
- Salt Lake Valley Coalition to End Homelessness (SLVCEH)
- SLVCEH Community Engagement Core Function Group
- Utah National Association of Housing & Redevelopment Officials (NAHRO)
- National Community Development Association (NCDA)

4. Summary of citizen participation process and consultation process

The Citizen Participation process was last updated in 2009. An update to the Citizen Participation Plan (CPP), in response to the COVID-19 limitations will be requested and implemented beginning with the 2020-2021 FY, as part of this Consolidated Plan process. Changes to the CPP may be suggested by West Valley City Executive Staff, Community Preservation Department or Grants Division Administration, City Council, HUD, or any citizen of West Valley City. Once approved by the City Council, the changes will become part of the plan. The Citizen Participation Plan shall remain in effect until all programs being executed with federal grant funds have been completed or until superseded by another plan which has been approved by City Council. Copies of the Citizen Participation Plan are available in the West Valley City Community Preservation Department. Attached is a copy of both the CPP and the COVID-19 related plant update.

There is a CDBG review, or "Program Assessment" Committee established by the CPP, to review funding requests each year and make recommendations for consideration by City Council. The CDBG review or assessment committee is made up of 5-10 members which consist of both WVC employees, residents and knowledgeable staff.

Each year applications for funding are scheduled. As an example, the following is a yearly timeline (actual timeline may vary from year to year depending on business needs and external factors):

- Applications are due in December
- Public meeting with applicants is held in December/January
- Public notice is published, and public comments are taken in January/February
- CDBG Committee reviews and ranks applications in March
- Recommendations are given to City Manager and City Council for review and approval in March/April; depending on availability of budget approximations
- Public Hearing is scheduled during City Council Meeting in April/May
- Budget is sent to HUD in April/May
- Funding begins July 1 with new Fiscal Year

Two public meetings are held, these meetings are aimed at soliciting input from residents and applicants. Some who may not feel comfortable speaking during regular council meetings may attend the first public meeting to address to the committee their recommendations and concerns. Community

members are encouraged to submit comments during the development of the Plan and will also be encouraged to submit comments on any subsequent plan amendments and on the annual performance reports to the Plan. Written and verbal comments expressed during the comment period are considered by the committee and Council.

Public meetings are frequently held by staff to meet with citizens and interest groups within the City. Translation services are provided upon request for non-English speaking persons or signing services for those that are hard of hearing. All public West Valley City buildings, specifically City Hall and the Community Preservation Building, meet ADA requirements and are served by local bus service which provides transportation options for persons with disabilities.

5. Summary of public comments

None yet. Any comments received during the formal public hearing, held during City Council meeting, will be submitted along with this document.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable, as no comments have been received at this time.

7. Summary

West Valley City Grants Office is the lead division. The Grants Office, which is part of the Community Preservation Department, administers and oversees the CDBG funds, while Salt Lake County oversees the HOME reporting and West Valley City administers our allocation of HOME funds. Both funding sources allow the City to fund areas of need.

The Grants Office conducted meetings where representatives of many different services providing agencies were invited. These meetings help to ascertain what those agencies feel are the most serious problems facing our community. The meetings led to the submission of projects by the various agencies.

There are a variety of non-profit and other community organizations currently involved in the West Valley City area, these agencies have been coordinated and consulted with over the past year, throughout this process and the development of the current plan. These agencies include, but are not limited to:

- Community Action program
- Salt Lake Valley Coalition to End Homelessness
- The Road Home
- West Valley City Planning & Zoning Division
- The West Valley City Neighborhood Services
- United Way 211

Both the West Valley City General Plan and the 5-year Consolidated Plan reflect significant public involvement over the space of a year and a half. Residents, business owners, landowners, public officials, and representatives from several different agencies participated in the crafting of the issues, goals, and actions of this document. The City's currently adopted General Plan is Vision West 2035. This 5-year Consolidated Plan will reflect some of the new goals or direction contained in Vision West 2035, as they pertain to common goals of the Community Development Block Grant (CDBG) or HOME funds.

The purpose of this document is to provide a vision for the future of the City and to ensure orderly growth and high-quality developments. West Valley City seeks to continue the development and revitalization of opportunity corridors to maintain the City's role as a major regional employment center, preserve important open space as a valued community asset, and maximize the potential of transportation and transit investments in the City.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WEST VALLEY CITY	
CDBG Administrator	WEST VALLEY CITY	Community Preservation Department

Table 1– Responsible Agencies

Narrative

The West Valley City municipal government and specifically the Community Preservation Department, which houses the Grants Office, are the entities most involved with the provision of housing services. These services are funded through the Community Development Block Grant program, HUD appropriations, HOME funds, and some general taxation funds.

While the institutional capabilities of the non-profits identified above are known, their staffing needs are not part of this research process. Coordination with these agencies has been excellent in the past and will continue to happen on an ongoing basis. Most of the coordination will occur through the West Valley City Grants Office. These roles and relationships will continue throughout the planning period.

The West Valley City Grants Office is administered as a Division of the Community Preservation Department. Hiring, contracting, and procurement all comply with established City and HUD policies.

Consolidated Plan Public Contact Information

All interested agencies, organizations, and persons are invited to submit comments on the plan to:

Heather Royall – Assistant Grants Administrator

West Valley City Grants Office

4522 West 3500 South, West Valley City, Utah 84120.

Physical access parking and entrance are located on the north side of the building. Hearing-impaired who wish to discuss elements of the Consolidated Plan should contact our TDD service number, (801) 963-3418, a minimum of 4 days in advance, so that an interpreter can be provided. For other special accommodations, including language translation for limited English proficiency, or further information, contact the West Valley City Grants Office at directly at 801-963-3280.

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

West Valley City General Plans, which have been developed simultaneously and in conjunction with the Consolidated Plans are a good example of the joint effort put forth by West Valley City officials, residents, business owners, land owners, and representatives from several different agencies addressing the issues, goals, and actions deemed important. These plans were developed after extensive public input and research process, which helped the City create a collective vision for the future and goals and actions to reach that vision.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Throughout the consolidated planning process, many agencies were contacted via email or letter and asked to participate and coordinate with our efforts. In each subject area, resource agencies were identified and asked to attend. Consultations were performed to obtain information about perceived needs and data that could lend to our research process.

The Grants Office has both conducted and participated in community-wide meetings where representatives of many different service-providing agencies were invited. These meetings help to ascertain what those agencies feel are the most serious problems facing our community. The meetings led to the submission of projects by the various agencies. There was a very collaborative effort on part of the Salt Lake County Consortium and the communities they collectively represent, to ensure a thorough participation and input process.

There have been many opportunities for coordination within City government, with other adjacent communities, and with various resource providers. This has been a particularly strong effort on the part of the City to assure access to various groups, the consortium members, State and area-wide agencies.

The City has also used social media in more recent years for a broader exposure with residents in order to gain insight from them and encourage a greater participation process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Community Preservation Department houses both the Grants Division and the West Valley City Housing Authority, which are the two local entities most involved with the provision of housing services. The West Valley City Grants Division is a member of the Salt Lake Valley Coalition to End Homelessness, a newly formed collective body which consists of the former Continuum of Care.

The City maintains a cooperative working relationship with their own West Valley City Housing Authority, as well as, the other two local housing authorities. The WVCHA has been consulted with several times throughout the process to help determine what the greatest needs for homeless persons, or those in jeopardy of becoming homeless, might be according to the perspective of the local housing providers. The Grants Division and the WVCHA being housed within the same department at the City, has allowed for greater communication and cooperation among the two entities. The WVCHA has assisted the City in finding ways to address homelessness before it occurs and will continue to work on partnering to address some of these issues, including the prospect of new programs that would assist homeless youth.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Not applicable to West Valley City, as we receive no ESG funds currently.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SALT LAKE COMMUNITY ACTION PROGRAM
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Education Services-Employment Food Pantry
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy Basic Needs Assessments
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency has the responsibility to assist low-income people with financial issues, language skills, cultural skills, affordable housing outreach (H.O.R.P.), and weatherization. Consulted on barriers to maintaining housing and employment and education or other services that could be provided.
2	**Agency/Group/Organization**	SALT LAKE COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This agency provides services along with West Valley City to implement the HOME program funds. As a member of the consortium, West Valley City has consulted with Salt Lake County on the issues of housing, special needs, economic development possibilities, etc. Together we belonged to the group that participated in the Regional Analysis of Impediments and have come up with an initial plan to address some of the identified issues.
3	**Agency/Group/Organization**	THE ROAD HOME
	Agency/Group/Organization Type	Services-homeless Services-Education

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As the agency involved in homeless shelters and transitional housing, the Road Home was consulted on the experience and management capacity available and still needed to increase the availability of transitional housing in West Valley City.
4	**Agency/Group/Organization**	WEST VALLEY CITY
	Agency/Group/Organization Type	Services-Education Services - Victims Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy Crime prevention & Domestic violence
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	There were a few different divisions/departments within the City that were consulted during this process due to the nature of their functions or services.Neighborhood Services Division - consulted about crime prevention and measures that are currently working, new ones that may be an option to undertake, and what role the City can play in this.Victim Services Division - they provided insight into the issues of domestic violence in WVC and what steps can be taken in order to work with these victims before homelessness occurs.Planning & Zoning - invaluable information has come out of our meetings with the planners as they are directly responsible for the creation and implementation of the City's General Plans and they have a vast knowledge of needs within the City.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A. West Valley City consulted with, on some level, any type of agency that they deemed applicable as it pertained to the use of CDBG and/or HOME funds in collaboration with City resources to meet the outlined goals and objectives.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Salt Lake County - Salt Lake Valley Coalition to End Homelessness	Working with community partners and local jurisdictions to ensure that there is a sufficient supply of equitable, affordable housing within communities.
Plan to address barriers	Salt Lake County Consortium	In response to the Regional Analysis of Impediments West Valley City has developed a plan to address those issues and has been diligently working through those for the past 5 years. Some of the core issues continue to be the focus of the Consolidated Plan.
Vision West 2035	West Valley City Planning Division	As these are the City's General Plans they are often conducted and developed alongside the Consolidated Plans by the West Valley City Planning Division. Therefore, many of the core goals may be the same and are reflected throughout each of these documents. Some of the overlapping goals include a variety of housing options, preservation of existing neighborhoods, revitalization efforts, and expanded economic growth.

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

There have been many opportunities for coordination within City government, with other adjacent communities, and with various resource providers. This has been a particularly strong effort on the part of the City to assure access to various groups, the consortium members, State and area-wide agencies.

West Valley City, along with the Salt Lake County Consortium, participated in several public meetings together, in a coordinated effort to address our overlapping community concerns and goals.

Narrative

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation process was last updated in 2009. An update to the Citizen Participation Plan (CPP), in response to the COVID-19 limitations will be requested and implemented beginning with the 2020-2021 FY, as part of this Consolidated Plan process. Changes to the CPP may be suggested by West Valley City Executive Staff, Community Preservation Department or Grants Division Administration, City Council, HUD, or any citizen of West Valley City. Once approved by the City Council, the changes will become part of the plan. The Citizen Participation Plan shall remain in effect until all programs being executed with federal grant funds have been completed or until superseded by another plan which has been approved by City Council. Copies of the Citizen Participation Plan are available in the West Valley City Community Preservation Department. Attached is a copy of both the CPP and the COVID-19 related plant update.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Public Services agencies that represent the above groups	There were a few public outreach and public input meetings held by Salt Lake County, that West Valley City was included in, as part of the Salt Lake County Consortium. These were typically well attended and great input was received from those. Due to the onset of COVID-19, a West Valley City hosted meeting scheduled in March only had about 10 in attendance, primarily members of the CDBG Committee.	There is a need for ESL classes, more units to accommodate seniors, domestic violence, and education concerns. Suggestions were made by the various agencies and the committee members on how to best address the concerns with the use of funds available. Out of this process, the agencies submitted applications for programs that would assist in the progress.	Not applicable	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	A representative from the WVC Community Preservation Department or Grants Office will be in attendance at the final public hearing in July 2020.			
3	Newspaper Ad	Non-targeted/broad community	No responses received from the newspaper notice.	None	Not applicable	
4	Public Meeting	Non-targeted/broad community	West Valley City posted on the City's social media sites to reach a larger percentage of residents. Although several residents "liked" or "shared" the post, no actual comments were received.	None	Not applicable	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Non-targeted/broad community	A survey created by Salt Lake County, in partnership with the Salt Lake County Consortium, was put out for the public to get feedback about the perceived issues county-wide, as well as in each of the individual cities. West Valley City participated in this survey, sending it out via email to non-profit organizations and social media, seeking input from any West Valley City residents.	There were a number of responses received from West Valley City residents. Many of the residents expressed concerns about neighborhood remilitarization, housing affordability and stability, economic growth, and air quality.	None	

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Priority needs were determined through the City's General & Strategic Plan and the Consolidated Planning process, which included a variety of public input. Vision West 2035 is the currently adopted plan. These plans both set forth long-range goals for West Valley City. It emphasizes setting goals and creating strategies for the future of the City.

The Strategic Plan evaluates current City priorities through a process of determining the most pressing issues that the City needs to address. Wide-ranging issues are divided into 11 elements or categories. Within each category, goals are developed, and strategies created, along with milestones/measurements. These two documents reflect the City priorities and those priorities are reflected in this section.

In addition to the documents mentioned above, public input received at hearings is also taken into consideration.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

West Valley City will construct new community facilities and enact new ordinances and policies to support new development and improve the quality of life of existing residents.

How were these needs determined?

West Valley City should promote the health and well-being of its residents through a variety of social, recreational, cultural and artistic opportunities, including a system of well-maintained parks and trails, active recreation and entertainment programs and venues, as well as support for cultural expression through art, performance, and concerts. The City desires to make these features accessible to all citizens in the community.

Describe the jurisdiction's need for Public Improvements:

West Valley City has determined that there is a need for ADA accessible ramps and curb cuts to be done throughout the City. There will also be consideration given to areas in the City that require new sidewalks, curb and/or gutter to be installed, in qualifying neighborhoods that may not otherwise receive these enhancements. These projects will be done in phases and will be updated with each subsequent Annual Action Plan and CAPER.

How were these needs determined?

Transportation in West Valley City balances travel demand with the need to provide a healthy and vibrant community. Residents and employees within the City should have extensive opportunities to bike and walk throughout the City. Road building needs will be balanced with transit projects, trails, and bike lanes. Transportation planning should be tailored to the unique needs of different areas of West Valley City. With the City approaching buildout, emphasis should be placed on enhancing our existing system over adding new streets.

Describe the jurisdiction's need for Public Services:

It is easier to help families and individuals before they become homeless, through helping with other needs. Supporting organizations that provide services to low-moderate income households can provide the stability needed to maintain housing. For this reason, West Valley City used CDBG funds to provide supportive public service dollars to these organizations each year.

How were these needs determined?

Center for Poverty Research and Action completed a "Poverty in Utah 2004, Annual Report on Poverty, Economic Insecurity, and Work" and the U of U Bureau of Economic and Business Research, which completed the currently accepted Regional A.I. Both these documents have been used to assess, in conjunction with updated research and surveys conducted, to address these needs. Several public meetings, surveys, input from residents and the extensive planning undertaken for the City's general plan were all taken into account as well and used to determine current trends and needs throughout the City, that have potential to be addressed.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

West Valley City, along with the Salt Lake County Consortium, participated in the Regional Analysis of Impediments to Fair Housing Choice. This document was researched and compiled by the University of Utah's Bureau of Economic and Business Research. In this document there were a few areas where it was documented that West Valley City has room for improvement. The City has drafted a plan (attached to this Consolidated Plan) to address these issues, that will be submitted to HUD. As part of the State's requirements under S.B. 39, West Valley City has also created and implemented the 2019 Moderate-Income Housing Plan, that will be attached to this document as well.

This element of the Plan is intended to provide direction for the City to address the fiscal health of the City as well as the quality of life of residents. Current conditions and economic projections are used as the basis for this section, which also includes goals and actions to improve the fiscal health of the City and the quality of life of residents.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This element of the Plan is intended to provide direction for the City to address the fiscal health of the City as well as the quality of life of residents. Current conditions and economic projections are used as the basis for this section, which also includes goals and actions to improve the fiscal health of the City and the quality of life of residents.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	363	131	1	0	-1
Arts, Entertainment, Accommodations	5,403	4,494	11	8	-3
Construction	4,028	3,109	8	6	-2
Education and Health Care Services	5,841	5,049	12	9	-3
Finance, Insurance, and Real Estate	3,916	7,275	8	13	5
Information	1,174	1,381	2	2	0
Manufacturing	7,826	7,459	16	13	-3
Other Services	1,552	1,812	3	3	0
Professional, Scientific, Management Services	4,489	5,021	9	9	0
Public Administration	0	0	0	0	0
Retail Trade	6,983	7,398	14	13	-1
Transportation and Warehousing	3,562	9,399	7	17	10
Wholesale Trade	3,062	3,834	6	7	1
Total	48,199	56,362	--	--	--

Table 11 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	68,063
Civilian Employed Population 16 years and over	62,690
Unemployment Rate	7.89
Unemployment Rate for Ages 16-24	26.24
Unemployment Rate for Ages 25-65	4.91

Table 12 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	8,400
Farming, fisheries and forestry occupations	3,605
Service	6,605
Sales and office	17,448
Construction, extraction, maintenance and repair	8,165
Production, transportation and material moving	6,090

Table 13 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	43,505	73%
30-59 Minutes	14,238	24%

Travel Time	Number	Percentage
60 or More Minutes	2,140	4%
Total	***59,883***	***100%***

Table 14 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	10,813	800	3,990
High school graduate (includes equivalency)	16,280	1,600	4,160
Some college or Associate's degree	16,830	755	4,160
Bachelor's degree or higher	6,755	170	1,360

Table 15 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	230	1,330	2,060	2,568	860
9th to 12th grade, no diploma	2,465	3,245	3,125	3,270	1,140
High school graduate, GED, or alternative	5,440	7,695	5,960	8,385	3,395
Some college, no degree	4,195	5,450	3,805	6,705	2,035
Associate's degree	545	1,770	1,615	2,410	690
Bachelor's degree	285	2,410	1,830	2,190	1,020
Graduate or professional degree	4	505	430	935	525

Table 16 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	21,964
High school graduate (includes equivalency)	29,303
Some college or Associate's degree	31,577
Bachelor's degree	83,956
Graduate or professional degree	51,333

Table 17 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

In the past, nearly two-thirds of all commercial construction came from projects valued at $1 million or more where the property was located in a URA or EDA or the City was involved in some way.

Based on County information the current projections for major employment sectors that are currently on the rise and have potential to see continued growth, are construction, information, professional and business services, educational and health services. Similar to the majority of Salt Lake County, the City currently has the most employment in trade, transportation and utilities. Other strenghths in the West Valley City currently are in the manufacturing and financial industries. Where the City is potentially lacking and seeking improvement is in the retail sector.

Describe the workforce and infrastructure needs of the business community:

On the issue of education, the City is faced with significant challenges. The educational attainment levels for adults in the City are below those in the County overall. The connection between education and income is well documented – lower education levels negatively impacts earning capability.

Typically, cities experience a daily in and out flow of workers who live in one city and work in another. One measure of the economic opportunity of a city is the potential for an individual to find work in the city he or she resides in. As Salt Lake City is the State's largest City and the economic center of the State, it naturally has the highest percentage of residents who also work within the City (51%). Of all other Salt Lake County cities, West Valley has the highest number of residents (16%) who also work within the City.

For the County as a whole, the jobs to labor force ratio is 1.1. Expressed a different way, there is more than one job for every person within the labor force. While some cities such as downtown Salt Lake City have an exceptionally large employment base, West Valley City has a good jobs to worker balance.

The average monthly wage for jobs within the City ($3,885) is slightly higher than the average monthly wage in the County ($3,852), and the City's average wage is significantly better than some other communities like West Jordan, Taylorsville, Sandy, Riverton and Herriman.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

West Valley City will continue to establish a growing and diverse economic base. The City will research and implement ways to improve the education and skills of residents to in turn grow their earning potential. The City will continue to grow employment by building on existing industry strengths and attracting high growth industries. The City will employ the Economic Development Strategic Plan to target those items that are deficient and to continue to bring high value assets to the City.

1. Expanded Economic Opportunity: Continue to use economic development tools (URA, EDA and other incentives) to promote commercial development
2. Encourage the addition of multi-family residential nearby retail areas
3. Facilitate development on underdeveloped properties and businesses with a focus on Section 3 business owners
4. Work to secure a higher education facility within West Valley City
5. Work with organizations that promote education and provide job training services for LMI residents

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

On the issue of education, the City is faced with significant challenges. The educational attainment levels for adults in the City are below those in the County overall. The percentage of persons with a graduate or professional degree is three times higher in the County than the City and the percentage of persons with a bachelor's degree is twice as high. Also of concern is the growth that occurred during the first decade of the 2000's, in the percentage of persons with less than a 9th grade education. Students' proficiency in communication, analytical skills as well as in basic skills such as language, math, and science will directly affect their college preparedness. Additionally, if one chooses not to pursue higher education, their proficiency with these skills will affect their ability to find skilled jobs and their ability to advance in these jobs. The connection between education and income is well documented – lower education levels negatively impacts earning capability.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City does not currently have any workforce training initiatives specifically, however CDBG funds are solicited to and often allocated to non-profit organizations that specialize in the training and education of LMI residents and workforce in West Valley City. These programs help support the goals in the Plan by providing opportunity for workers to have some of the knowledge necessary to maintain employment or obtain better employment, therefore creating sustainability and increased economic development.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The current General Plan focuses largely on Economic growth within the City. Many of the goals have already started to come to fruition during the construction of the City Center and Fairbourne Station the City will continue to focus their efforts there as well as at the far west end of the City, in order to ensure that all residents have similar economic opportunities available.

Discussion

The Governor's Office of Planning and Budget is projecting significant job growth throughout Salt Lake County in nearly every employment sector. The largest employment sectors by 2030 are expected to include Professional and Business Services; and Education and Health Services. The latter two should experience considerable growth over a twenty-year time span, including during this Plan.

By comparison, over the next twenty years Salt Lake County's population is expected to grow by about 36 percent, adding nearly 390,000 people. West Valley City has several important entertainment venues including the Maverik Center, Utah Cultural Celebration Center, USANA Amphitheatre, among others which provide jobs. The retail sales figures in West Valley City have grown significantly over the past five years. Continued expected growth in sales, combined with the new City Center, local improvements in the aesthetics and branding of West Valley City have the potential to establish even stronger retail sales centers and walkable retail/mixed corridors that could drive these numbers and the resulting tax base even further.

The First Program Year Action Plan will provide a good general framework to longer term programs. The key elements of West Valley City's plan will include an antipoverty strategy, education, financial counseling, affordable housing, and the creation of diverse job opportunities. The City continues to work with the Granite School District to improve educational offerings, expand English skills, and enhance cultural awareness. As the City improves its amenities, in terms of the kind of facilities it offers that interest more people in staying for the long term, some of the transience may dissipate. If transience is a function of relocating for better jobs, the City's efforts to provide better job opportunities could also address this issue.

West Valley City will continue to establish a growing and diverse economic base. The City will research and implement ways to improve the education and skills of residents to in turn grow their earning potential. The City will continue to grow employment by building on existing industry strengths and attracting high growth industries. The City will employ an Economic Development Strategic Plan to target those items that are deficient and to continue to bring high value assets to the City.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The majority of West Valley City is concentrated with low-income households. The City is currently looking at ways to de-concentrate these populations so that they have better economic opportunities available to them and in order to ensure that housing barriers don't form out of the concentrated populations. By our definition concentration means a larger % compared to the population overall.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The majority of West Valley City is also concentrated with minorities population, which tend to also be in a lower socioeconomic status. The City is currently looking at ways to de-concentrate these populations so that they have better economic opportunities available to them and in order to ensure that housing barriers don't form out of the concentrated populations. By our definition concentration means a larger % compared to the population overall.

What are the characteristics of the market in these areas/neighborhoods?

Based on the City's Moderate-Income Housing Plan for 2019, the City has a substantial amount of affordable housing for moderate-income households – those at 80 percent of the median household income for Salt Lake County. West Valley City has a high percentage of affordable housing at each targeted income group in large part due to the City's large number of renter-occupied units.

Are there any community assets in these areas/neighborhoods?

West Valley City has a substantial amount of tax credit units throughout the City. The City also has diversity in land use in many of the neighborhoods, including mobile homes, apartments, duplexes, and single-family homes, which creates opportunities for movement within the neighborhoods.

Are there other strategic opportunities in any of these areas?

Better transit opportunities to some of these areas are being considered. The City would like to see residents have an opportunity to be near employment and retail space, with access to transportation options. The City is also looking at pedestrian and bike-friendly options, such as what is being done in the City Center.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

West Valley City has a variety of high-speed and broadband options throughout the City, including Utopia fiberoptic, Century link broadband and Xfinity. There is connectivity to over 98% of West Valley City, providing quality options to residents, including those in LMI households and neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

There are currently several different providers in the area offering internet service and competitive pricing for residents.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The current risks in West Valley City and the surrounding communities are with air-quality. This was one of the main concerns that were also brought up to be addressed by residents throughout the public input and comment periods.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The risks posed by the air quality conditions in the community affect low-moderate and higher-income households equally. There is no greater concentration of housing in relation to the highest pollution areas in the City than in any other area of the City. This problem is one still being researched, evaluation and discussed by Salt Lake County and the greater community, to determine detriment and appropriate courses of action.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Mission: Improve the quality of life in West Valley City through effective long range visioning and land management; strengthen and improve neighborhoods; enhance the City's economic strength; seek and obtain federal and other resources to meet City needs.

HUD regulations require that the needs assessment and housing and community development strategy cover a three to five-year planning period. This Consolidated Plan covers a five-year period from July 2015 to June 30, 2020. Any changes to this plan will be documented in the Annual Action Plan each year.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 18 - Geographic Priority Areas

1	**Area Name:**	CDBG Areas
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	City wide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

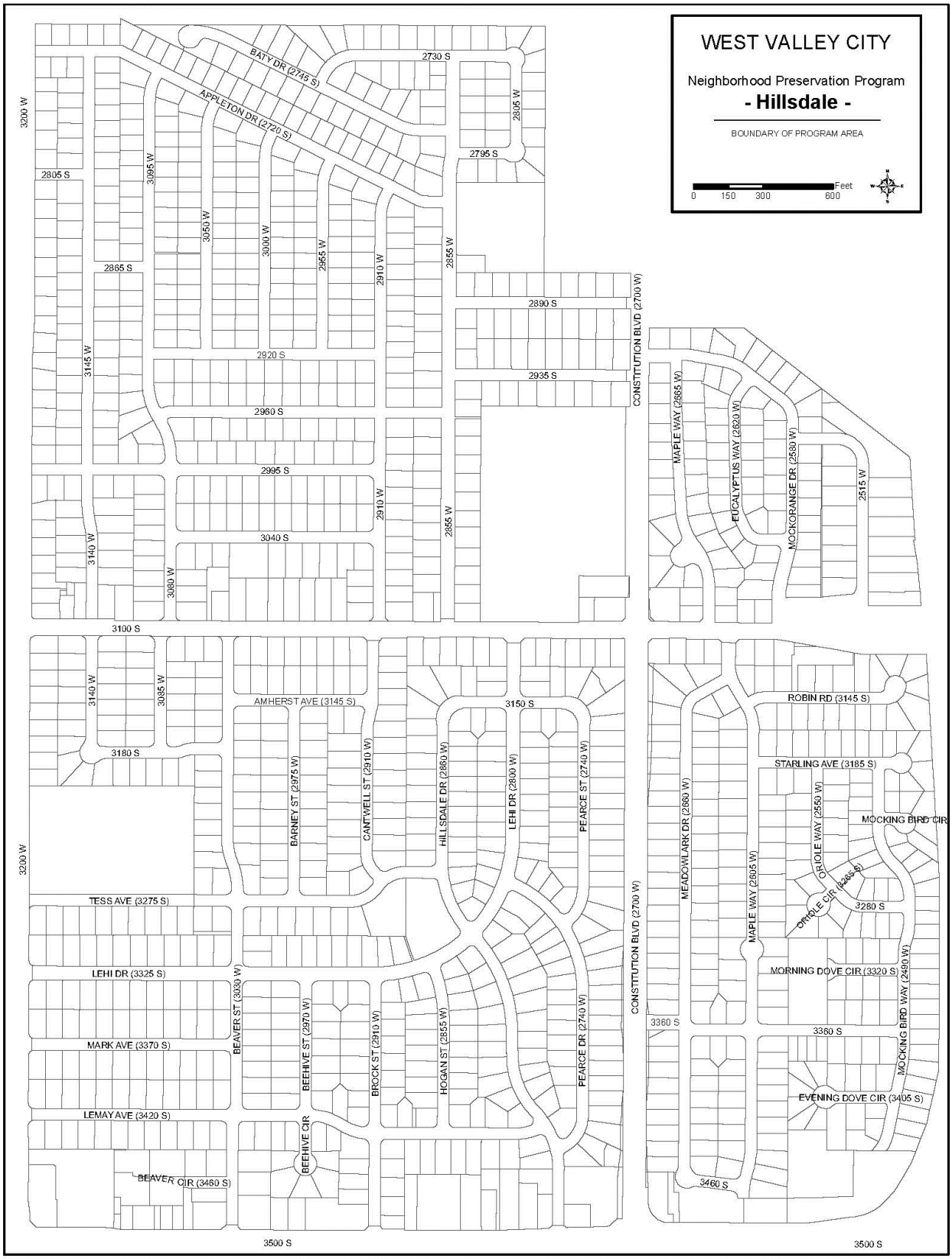
The CDBG map that will show the most recently identified low-moderate income areas within the City. In addition to the CDBG identified census tracts being a priority, targeted neighborhood areas throughout the City will be identified and selected throughout the course of the next 5 years, for highly focused operations that will aim to arrest decline and revitalize the area and reduce concentrations of poverty. Two of them have already been determined and are receiving an increase in federal dollars being allocated to programs in the area. These maps are shown below. Most of the areas shown have a population of 6o% or higher LMI.

CDBG and HOME funds have been directed into these areas by allocating funds to specific programs.

- Home Rehabilitation loans and grants
  - Roofs, plumbing, electrical, structural improvements, code violations, energy efficiency upgrades
- Down Payment Assistance grants
- Code Enforcement services
- Community Service Officers
  - West Valley City Police Department assigns officers to be designated liaisons and community partners for the residents of LMI areas


HERON WAY (2460 S)
CIRCLE GROVE WAY
BLUE GROUSE WAY
WRENS GROVE ST
PARKWAY AV (2455 S)
PARKWAY AVE (2455 S)
1070 W
WHITLOCK AVE (2495 S)
WARNOCK AVE (2525 S)
STRATFORD AVE (2585 S)
LESTER ST (1600 W)
CHATHAM ST (1400 W)
DERBY ST (1415 W)
FARSO ST (1360 W)
HEMPSTEAD ST (1240 W)
CHESTERFIELD ST (1160 W)
WINTON ST (1075 W)
CRYSTAL AVE (2590 S)
CRYSTAL AVE (2590 S)
MALVERN AVE (2625 S)
REDWOOD RD (1700 W)
2700 S
SOUTHGATE AVE (2740 W)
GLAYBORNE AVE (2785 S)
CARSEL AVE
RUSSET AVE (2830 S)
SHELLY AVE (2870 S)
SUNSET AVE (2910 S)
West Valley City, Utah
Chesterfield Grant Program
Chesterfield Parcel
Feet
0
150
300
600
N
W
E
S

Target Neighborhood Map #1


WEST VALLEY CITY
Neighborhood Preservation Program
- Hillsdale -
BOUNDARY OF PROGRAM AREA
0 150 300 600 Feet
BAY DR (2745 S)
APPLETON DR (2720 S)
2730 S
2795 S
2805 S
2865 S
2890 S
2920 S
2935 S
2960 S
2995 S
3040 S
3100 S
3200 W
3145 W
3140 W
3095 W
3080 W
3050 W
3000 W
2965 W
2910 W
2855 W
2805 W
CONSTITUTION BLVD (2700 W)
MAPLE WAY (2665 W)
EUCALYPTUS WAY (2620 W)
MOCKORANGE DR (2580 W)
2515 W
AMHERST AVE (3145 S)
3150 S
3180 S
3085 W
BARNEY ST (2975 W)
CANTWELL ST (2910 W)
HILLSDALE DR (2860 W)
LEHI DR (2830 W)
PEARCE ST (2740 W)
TESS AVE (3275 S)
LEHI DR (3325 S)
MARK AVE (3370 S)
LEMAY AVE (3420 S)
BEAVER CIR (3460 S)
3500 S
BEAVER ST (3030 W)
BEEHIVE ST (2970 W)
BROCK ST (2910 W)
HOGAN ST (2855 W)
BEEHIVE CIR
ROBIN RD (3145 S)
STARLING AVE (3185 S)
MEADOWLARK DR (2660 W)
MAPLE WAY (2605 W)
ORIOLE WAY (2550 W)
ORIOLE CIR (3265 S)
MOCKING BIRD CIR
3280 S
MORNING DOVE CIR (3320 S)
MOCKING BIRD WAY (2490 W)
3360 S
EVENING DOVE CIR (3405 S)
3460 S

Target Neighborhood Map #2

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 19 – Priority Needs Summary

1	**Priority Need Name**	Housing Maintenance & Neighborhood Preservation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	CDBG Areas
	Associated Goals	Decent Housing Suitable Living Environments Neighborhoods & Infrastructure

	Description	The City is divided into areas or "beats". Each beat is assigned a Code Enforcement officer to be solely responsible for that designation. Residents also have the ability to call in and report a concern in the neighborhood. The owners of properties in violation are given the chance to remedy the problem, including the optional use of the City's home rehabilitation programs. Each year an independent survey is conducted in all of the beats to determine the percentage of homes in violation of Code and the percentage of increase or decrease of violations. The violations considered in the survey are: 1. Landscaping, 2. Solid waste 3. Outside storage 4. Inoperable vehicles 5. Surfacing 6. Graffiti • Encourage water wise landscaping that can reduce the cost of maintenance. • Provide sufficient staffing to the West Valley City Code Enforcement Division. • Where landscaping is not installed by the developer, encourage landscape vouchers where developers give homeowners a voucher for landscaping that they can install themselves. • Educate new residents about City maintenance standards through West Valley Journal articles and through new neighbor packets/letters.
	Basis for Relative Priority	Leaders of West Valley City were concerned that there was a general perception that the City was dirty and unappealing. Some residents were concerned that their property values were declining due to lack of property maintenance by some of the people living in the neighborhoods. To combat the problem, City leaders decided to emphasize the role of the Code Enforcement Division and the home rehabilitation programs offered.

2	**Priority Need Name**	Crime Prevention
	Priority Level	Low
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Victims of Domestic Violence
	Geographic Areas Affected	CDBG Areas
	Associated Goals	Community Services
	Description	Reduce the number of gang-related crimes (i.e., graffiti, auto theft, shots fired) per capita in the targeted area(s). 2. Reduce the availability of drugs per capita by reducing the sources of narcotics in the neighborhoods. 3. Reduce the number of violent crimes committed per capita. 4. To increase resident participation in crime prevention activities through an increase in the number of neighborhood and apartment owner associations or neighborhood watch groups. 5. Improve resident's perception of police service by increasing communication.
	Basis for Relative Priority	Over the years the West Valley City Police Department has implemented or participated in numerous crime prevention programs in order to fulfill their mission statement of "… working in partnership with the members of the community cultivate a safe environment to live, work and visit." This effort has not only included both long and short-term programs and strategies, but also involves a Community Services Division dedicated to a pro-active, intelligence led approach to crime reduction and works in cooperation with the Neighborhood Services Division to promote and organize neighborhood watch groups/activities and the annual National Night Out Against Crime event.

3	**Priority Need Name**	Neighborhood Services
	Priority Level	Low
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	City wide
	Associated Goals	Expanded Economic Opportunity Suitable Living Environments
	Description	Neighborhood Watch: The City has an active neighborhood watch program. The neighborhood watch groups are grass roots within the neighborhoods with the City and Police providing education and materials to assist them. The Neighborhood Services webpage is one of the most extensive and complete in the state. A wide range of education materials, handouts, flyers, brochures, newsletters, etc have been developed and are maintained and updated by the Public Relations and Neighborhood Services Division. Neighborhood Watch receives CDBG funding each year to promote and facilitate the Neighborhood Watch programs inside CDBG designated areas. The money will be used to provide them with education materials, signs, etc. National Night Out (NNO): West Valley City has participated in this national campaign since its beginning 26 years ago. 2014 marked the 11th consecutive year that the residents and the City were recognized as national leaders for their efforts. The City's National Night Out campaign includes a wide range of events.

	Basis for Relative Priority	The West Valley City Neighborhood Services Specialist works closely with the City's Community Service Officers (CSO) to work with the City's 150 neighborhood associations and neighborhood watch groups to help the residents identify problems and find ways to fix them before they become chronic. The CSO's also support the Ordinance Enforcement Officers, Grants Office and the Housing Authority staff.
4	**Priority Need Name**	Transportation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	City wide
	Associated Goals	Expanded Economic Opportunity Neighborhoods & Infrastructure
	Description	The City will encourage rental and larger developments near public transit stations. We will also promote the development of multi-family residential near retail spaces.

	Basis for Relative Priority	To date, the City has already seen many of the initial City Center goals come to fruition and more continue to be underway. The transit emphasis helps facilitate the vision and more intense land uses for West Valley City. Essential elements of the City Center include vertical and horizontal mixed use, good connections and access to transit, a range of housing types and prices, high quality medium to high density development, and a sense of place provided by diverse shopping choices, daytime and nighttime activity, and quality public spaces. A number of elements of the City Center have already taken shape or are in progress. We would like to see this growth continue.
5	**Priority Need Name**	Housing Choice
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	City wide
	Associated Goals	Decent Housing
	Description	Affordable housing is a regional issue. West Valley City together with other Salt Lake County communities like Salt Lake City, South Salt Lake and Taylorsville generally have a significant amount of affordable housing. However, other communities at the south end of the valley have substantially less affordable housing. While the State does require each city to have a Moderate-Income Housing Plan, the State has not established a technique to assure that individual city plans are appropriate, responding accurately to the data, and that local implementation strategies address the regional need.

	Basis for Relative Priority	This fact is supported by the recently released Regional Analysis of Impediments to Fair Housing Choice for Salt Lake County prepared by the Bureau of Economic and Business Research. The following is excerpts from this document. "Lack of price diversity can impede fair housing choice. The lack of price diversity not only affects housing choice for low-income households but also housing choice for higher income households. For example, West Valley City and Taylorsville both have a disproportionately small share of homes priced above $250,000. A home priced at $250,000 or more is affordable to those households with at least a median income level. West Valley City with 11 percent of households in the County has only 1.1 percent of homes priced above $250,000. Taylorsville with 6 percent of the households in the county has only 1.8 percent of the homes priced above $250,000. West Valley City and Taylorsville need to continue to concentrate on improving housing opportunities for higher income households."
6	**Priority Need Name**	Neighborhoods & Infrastructure
	Priority Level	Low
	Population	Extremely Low Low Large Families Families with Children Elderly Public Housing Residents Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	City wide CDBG Areas
	Associated Goals	Neighborhoods & Infrastructure
	Description	West Valley City has a need for additional community development, non-housing, investment in the form of neighborhoods, and infrastructure. This encompasses investing into programs that will revitalize and stabilize neighborhoods with a concentration of poverty and areas of slum and blight, including but not limited to, neighborhood clean-up programs, creation of public facilities and public spaces, ADA accessibility, streets projects, etc.

	Basis for Relative Priority	

Narrative (Optional)

(Concerns in areas are not in any specific order of importance)

1. Housing maintenance and neighborhood upkeep
2. Crime prevention programs, youth programs
3. Neighborhood programs
4. Transportation options
5. Wider variety of housing types

#1 Housing maintenance and neighborhood upkeep - Goal: Improve yard maintenance for new and existing residential properties.

#2 Crime prevention and youth programs – Goal: Safer neighborhoods and neighborhood preservation.

#3 Neighborhood Services – Crime prevention & education on serious issues that affect the safety and livability of a neighborhood.

#4 Transportation Options: - Goal: Improve the ability of residents to get around within the City, as well as to and from places of education, employment, etc. Increase economic opportunities for the City and its residents.

#5 Wider variety of housing *(taken from the proposed General Plan)*

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Mission: Improve the quality of life in West Valley City through effective long-range visioning and land management; strengthen and improve neighborhoods; enhance the City's economic strength; seek and obtain federal and other resources to meet City needs.

Through CDBG funding, West Valley City provides funding for public services with a preference for programs specific to West Valley City's LMI residents. For fiscal year 2020-2021, CDBG allocations place an emphasis on neighborhood revitalization and stabilization and community involvement, to meet the continued goals of Decent Housing and Suitable living environments. The CDBG committee also ensures that funding is allocated to projects that meet the national objectives.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,135,255	25,000	0	1,160,255	4,500,000	
General Fund	public - local	Acquisition Admin and Planning Economic Development Public Improvements Public Services	50,000	0	0	50,000	0	General fund dollars are used to offset many of the in-house programs funded for both public services and neighborhood projects.
Other	public - local	Acquisition Housing	50,000	0	0	50,000	0	RDA funding is used to offset neighborhood redevelopment projects within the City.

Table 20 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Although there are no matching requirements for CDBG, the City does leverage CDBG and HOME funds with those from the General Funds and RDA dollars.

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

N/A

Discussion

The City anticipates the availability of CDBG and HOME funds for the duration of the 5-year Consolidated Plan, as well as possible contributions from the City's General fund and RDA funds for projects such as Code Enforcement and other neighborhood services.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
WEST VALLEY CITY	Government	Economic Development Homelessness Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction

Table 21 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The West Valley City municipal government and specifically the Community Preservation Department, which houses the Grants Office and the West Valley City Housing Authority, are the entities most involved with the provision of housing services. These services are funded through the Community Development Block Grant program, HUD appropriations, HOME funds and some general taxation funds.

The West Valley City Grants Office is administered by the elected councilpersons of West Valley City. The Grants Office is administered as a Division of the Community Preservation Department. Hiring, contracting, and procurement all comply with established City and HUD policies.

West Valley City Grants and the Housing Authority staff will continue to sit on various committees and actively participate in any pertinent to our goals in community development.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		

Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS	X		
Life Skills	X		
Mental Health Counseling			
Transportation	X		
Other			
	X		

Table 22 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Local shelters are generally in Salt Lake City and there are no plans to provide a shelter in West Valley City.

Currently there are 2 long-term housing units located within West Valley City that are owned by the City and are managed by The Road Home. Both units currently have families residing in them.

West Valley City has a 59-unit housing project called the Kelly Benson Apartments. The project provides permanent supportive housing for seniors with disabling conditions including those who have been homeless or chronically homeless.

The other issue with homelessness is prevention. It is easier to help families and individuals before they become homeless, through helping with other needs. Supporting organizations that provide services to low/moderate income households can provide the stability needed to maintain housing. For this reason, West Valley City used CDBG funds to provide supportive public service dollars to these organizations each year.

The City maintains contact and a cooperative working relationship with their own West Valley City Housing Authority, as well as, the other two local housing authorities.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City maintains contact and a cooperative working relationship with their own West Valley City Housing Authority, as well as, the other two local housing authorities. West Valley City also has a working relationship with the organizations Utah Issues, Center for Poverty Research and Action which completed a "Poverty in Utah 2004, Annual Report on Poverty, Economic Insecurity, and Work" and the U of U Bureau of Economic and Business Research, which completed the recent Regional A.I. Both these documents continue to be used to assess the situation in West Valley City to be followed by implementation measures.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

In order to improve coordination of departments that regulate and provide services to residents and neighborhoods, the City is looking at the following action items:

- Establishing a task force comprised of representatives from each department to coordinate efforts to support and improve neighborhoods.
- Provide regular reports on task force accomplishments.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing	2015	2020	Affordable Housing Non-Homeless Special Needs	City wide CDBG Areas	Housing Maintenance & Neighborhood Preservation Housing Choice		
2	Suitable Living Environments	2015	2020	Affordable Housing Non-Housing Community Development	City wide CDBG Areas	Housing Maintenance & Neighborhood Preservation Neighborhood Services		
3	Expanded Economic Opportunity	2015	2020	Affordable Housing Non-Housing Community Development	City wide CDBG Areas	Neighborhood Services Transportation		
4	Community Services	2015	2020	Safety, Prevention & preservation	City wide CDBG Areas	Crime Prevention		
5	Neighborhoods & Infrastructure	2020	2024	Non-Housing Community Development	City wide CDBG Areas	Housing Maintenance & Neighborhood Preservation Transportation Neighborhoods & Infrastructure		

Table 23 – Goals Summary

Goal Descriptions

1	**Goal Name**	Decent Housing
	Goal Description	1. Create a more balanced mix of home sized and values 2. Encourage rental and larger developments near transit stations 3. Promote housing to accommodate seniors 4. Facilitate home maintenance and improvement programs for LMI homeowners 5. Offer first time home-buyer assistance to encourage stable housing options
2	**Goal Name**	Suitable Living Environments
	Goal Description	1. Allocate more resources to support existing neighborhoods 2. Establish a task force within the City to improve coordination efforts between departments 3. Promote clean and attractive neighborhoods by investing in revitalization of dilapidated or aging housing stock 4. Encourage home ownership in existing neighborhoods
3	**Goal Name**	Expanded Economic Opportunity
	Goal Description	1. Continue to use economic development tools (URA, EDA and other incentives) to promote commercial development 2. Encourage the addition of multi-family residential nearby retail areas 3. Facilitate development on underdeveloped properties and businesses with a focus on Section 3 business owners 4. Work to secure a higher education facility within West Valley City 5. Work with organizations that promote education and provide job training services for LMI residents

4	**Goal Name**	Community Services
	Goal Description	1. Continue to support crime prevention efforts Continue to support programs for youth, seniors and protected classes
5	**Goal Name**	Neighborhoods & Infrastructure
	Goal Description	The vision of West Valley City is to maintain a variety of housing for people of different ages, races and household types. Such housing should include a quality architecture that addresses the street; provide amenities such as trails, parks; open space; create safe and attractive neighborhoods and promote resource conservation. The City will also work to create a more balanced mix of home sizes and values and encourage larger developments near transit stations.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

All the programs focus almost entirely on LMI households and CDBG funds specifically are only used to funds those that are LMI, so 100% of those served will be LMI. The actual number served will depend on the budgets available to us from HUD, that would allow us to complete these programs. Overall between all the programs we estimate over 5,000 households will be served over the next 5 years.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

In all dwellings assisted by the City, an initial inspection will be performed. Counter measures will be performed by the owner where economically feasible, or owner may choose not to participate in assisted housing programs. This includes all assisted housing programs and rehabilitation loans.

How are the actions listed above integrated into housing policies and procedures?

Lead poisoning remains one of the biggest environmental health hazards to children in the U.S. today. The main culprit is lead-based paint, which was used in houses built before 1978. Small children may ingest lead by eating chipping paint or by putting objects covered with lead dust into their mouths. Lead dust is often present in older homes with deteriorating paint. Remodeling or repainting older houses without taking proper precautions often creates lead dust. The highest risk is for children under 6 years of age who are growing rapidly and absorb lead efficiently. Childhood lead poisoning is associated with impaired development, kidney damage, learning disabilities and in severe cases coma, convulsions or death. In adults' high levels of lead can cause memory loss, nerve disorders and fertility problems.

For these reasons we require lead-based paint testing on all applicable homes that will have any of their painted surfaces disturbed and clients are informed of the dangers, as well as supplied with a lead based paint pamphlet, at their first interview for services.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The West Valley City Housing Authority currently administers 513 Section 8 Housing Choice Vouchers and has sold their 18 public housing units. The current use of the funds, from the sale of the public housing units, has not yet been determined officially, however there have been a few proposals to City Council. There are currently 1500 households on the waiting list. Twenty-six of those households, or 2%, have at least one member who is disabled.

Currently there are 2 long-term housing units located within West Valley City that are owned by the City and are managed by The Road Home. Both units currently have families residing in them.

The maintenance and preservation of existing housing and the creation of new opportunities for homeownership in the City are high priorities for West Valley City. Funds are proposed for home rehabilitation, emergency repairs, and down payment assistance in the City. City planners will research and recommend specific neighborhoods for targeted education and assistance involving rehabilitation and homeownership opportunities.

The Salt Lake Community Action Program coordinates volunteers to provide needed home maintenance for senior citizens living in the City. Funds will be used to purchase supplies used for seasonal maintenance and basic household repairs, allowing seniors to maintain property values and continue independent living.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Priority needs for anti-poverty strategies and the Consolidated Plan in general were determined through the City's General Plan and Strategic Plan. The Vision West 2035 was completed recently and has begun implementation. These “Plans” set forth long range goals for West Valley City in all aspects. It emphasizes setting goals and creating strategies for the future of the City and its residents.

The Strategic Plan evaluates current City priorities through a process of determining the most pressing issues that the City needs to address. Wide ranging issues are divided into 11 elements or categories. These categories represent issues that if not resolved could overwhelm the City within a 3 to 5-year timeframe. Within each category, goals are developed, and strategies created, along with milestones/measurements. These two documents reflect the City priorities and those priorities, with relation to LMI and poverty, are reflected throughout this document.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring will be the primary responsibility of the Grants Office of West Valley City. This office includes oversees the Community Development Block Grant Program, grant research and HOME funds. Monitoring will ensure that the statutory and regulatory requirements are being met and that proper budgeting procedures are being followed. Activities funded by CDBG dollars that are conducted by West Valley City Departments will be monitored as if those departments were sub-recipients. The West Valley City Grants Office intends to monitor sub-recipients of CDBG funding to insure that activities conducted by the City, as well as those administered by entities other than the City, are being conducted in accordance with all applicable federal requirements and with the guidelines found in this Consolidated Plan. This monitoring will be conducted on at least an annual basis and will be the responsibility of the same office. Monitoring will consist of review of sub-recipient agreements, local documentation and on-site visits to determine compliance. Data collected from reports and on-site monitoring will be included in the grantee performance report. To date, the current monitoring system has been successful and efficient to provide guidance and evaluation of sub-recipient activities.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Mission: Improve the quality of life in West Valley City through effective long-range visioning and land management; strengthen and improve neighborhoods; enhance the City's economic strength; seek and obtain federal and other resources to meet City needs.

Through CDBG funding, West Valley City provides funding for public services with a preference for programs specific to West Valley City's LMI residents. For fiscal year 2015-2016, CDBG allocations place an emphasis on neighborhood revitalization and stabilization and community involvement, to meet the continued goals of Decent Housing and Suitable living environments. The CDBG committee also ensures that funding is allocated to projects that meet the national objectives.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,168,072	80,332	0	1,248,404	4,000,000	
General Fund	public - local	Acquisition Admin and Planning Economic Development Public Improvements Public Services	50,000	0	0	50,000	0	General fund dollars are used to offset many of the in-house programs funded for both public services and neighborhood projects.
Other	public - local	Acquisition Housing	50,000	0	0	50,000	0	RDA funding is used to offset neighborhood redevelopment projects within the City.

Table 24 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Although there are no matching requirements for CDBG, the City does leverage CDBG and HOME funds with those from the General Funds and RDA dollars.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City anticipates the availability of CDBG and HOME funds for the duration of the Consolidated Plan, as well as possible contributions from the City's General fund and RDA funds for projects such as Code Enforcement and other neighborhood services.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing	2020	2024	Affordable Housing Non-Homeless Special Needs	City wide CDBG Areas	Housing Maintenance & Neighborhood Preservation Housing Choice	CDBG: $400,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit Direct Financial Assistance to Homebuyers: 8 Households Assisted Other: 2 Other
2	Suitable Living Environments	2020	2024	Affordable Housing Non-Housing Community Development	City wide CDBG Areas	Housing Maintenance & Neighborhood Preservation Neighborhood Services Transportation	CDBG: $150,000	Public service activities for Low/Moderate Income Housing Benefit: 500 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 400 Household Housing Unit
4	Community Services	2020	2024	Safety, Prevention & preservation	City wide CDBG Areas	Crime Prevention Neighborhood Services	CDBG: $191,120	Public service activities for Low/Moderate Income Housing Benefit: 400 Households Assisted

Table 25 – Goals Summary

Goal Descriptions

1	**Goal Name**	Decent Housing
	Goal Description	
2	**Goal Name**	Suitable Living Environments
	Goal Description	
4	**Goal Name**	Community Services
	Goal Description	

AP-35 Projects - 91.420, 91.220(d)

Introduction

West Valley City Community Development Block Grant Recommended Projects FY 2020-2024 (See attached)

Table 26 – Project Information

West Valley City Community Development Block Grant Recommendations FY 2020-2021

2020-2021 CDBG Allocation	*$1,135,255*
Program Income estimation (not yet received)	*$25,000*
Total est. Budget Proposal	***$1,160,255***

		Funding Requested	Funding Recommended
Neighborhoods & Infrastructure			
1	West Valley City Home Rehabilitation Loan Programs	$200,000	$200,000
2	West Valley City Home Rehabilitation/ERMMA	$10,000	$10,000
3	West Valley City Community Preservation - Code Enforcement	$140,000	$140,000
4	Odyssey House Inc. - Parents Program Fire Escape & Accessability Mod.	$20,000	$12,000
5	Project Reality - New Facility	$25,000	$5,250
	TOTAL	**$395,000**	**$367,250**
Public Services (15% Cap - Lifted for FY 2020-2021)			
1	South Valley Sanctuary - DV Crisis Shelter & Homeless Services	$20,000	$20,000
2	West Valley City Victim Services - DV assistance	$12,000	$12,000
3	YWCA - Women in Jeopardy Program	$12,269	$12,269
4	Salt Lake Community Action Program - Redwood Food Pantry	$10,000	$10,000
5	West Valley City Neighborhood Services - Neigh. Watch/NNO	$12,000	$12,000
6	YMCA - Redwood Elementary Afterschool Program	$10,000	$10,000
7	Big Brothers Big Sisters of Utah - Youth Mentoring Program	$12,000	$12,000
8	West Valley City P.D. - Community Services Division (CDBG Officers)	$60,000	$60,000
9	Senior Charity Care Foundation - Senior Charity Care	$10,000	$10,000
10	Salt Lake Community Action Program - Case Mgmt. & Housing Program	$10,000	$10,000
11	West Valley City FFC - Youth Program Sponsorship	$8,000	$8,000
12	Family Support Center - Crisis Nursery	$15,000	$15,000
13	The INN Between - Housing for terminally ill homeless	$10,000	$10,000
14	Asian Association of Utah - Refugee Community Wellness Prgm.	$12,000	$12,000
15	Utah Health & Human Rights Proj. - Torture & Severe Abuse Treatment	$10,000	$10,000
16	The Road Home - Resource Center/Community Shelter	$12,000	$12,000
17	United Way 2-1-1	$10,000	$10,000
18	West Valley City UCCC - WVC Educational Programs	$10,000	$10,000
19	English Skills Learning Center - Financial Literacy & English for WVC Refugees	$12,000	$12,000

20	Journey of Hope - Atherton Case Management	$12,000	$12,000
21	Asian Association of Utah - Refugee Rent Assistance Program	$50,000	$50,000
	TOTAL	**$329,269**	**$329,269**
Administration (20%)			$227,051
	TOTAL		**$227,051**
Infrastructure & 2020 Pedestrian Ramp(s) Set-aside *			**$236,685**
	GRAND TOTAL		**$1,160,255**

**This amount includes anticipated Program Income payments, not yet received*

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priority needs were determined through the City's General Plan and Strategic Plan. The Vision West 2035 was recently updated and implemented. This General Plan sets forth long range goals for West Valley City. It emphasizes setting goals and creating strategies for the future of the City.

The Strategic Plan evaluates current City priorities through a process of determining the most pressing issues that the City needs to address. Wide ranging issues are divided into 11 Elements or Chapters-categories. These categories represent issues that if not resolved could overwhelm the City within a 3 to 5-year timeframe. Within each category, goals are developed, and strategies created, along with milestones/measurements. These two documents reflect the City priorities and those priorities are reflected in this section.

In addition to the documents mentioned above, public input received at hearings is also taken into consideration.

AP-38 Project Summary

Project Summary Information

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Please see the West Valley City CDBG map (attached to this plan) as to how West Valley City determines which areas are supported in programs that are specific to our CDBG designated areas. These CDBG designated areas are used as target areas for the programs designed to meet that goal. The current map is specifically broken down based on census tracts with an LMI population over 51%.

Geographic Distribution

Target Area	Percentage of Funds
City wide	70
CDBG Areas	30

Table 27 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Although West Valley City does not have a specified dollar amount or percentage to be allocated to these target areas, the programs meant to serve that purpose generally receive a larger overall dollar amount. Currently the City has allocated approximately 30% of the current funding (less Admin. & 108 repayments) to these areas, as the City believes these are the neighborhoods that need a greater deal of time and attention, based primarily on the fact that these areas have a much higher concentration of low-income households. The remaining programs are designed to assist LMI households throughout the entire jurisdiction, given that the most recent ACS data approximates that over 53 % of the households in West Valley City fall below AMI.

The priorities used when reaching this conclusion was the 5-year Consolidated Plan & General Plan goals of neighborhoods revitalization and stabilization. It can be presumed that the best possible way to meet these goals is to allocate funding to the areas with the concerns these goals were created to overcome. Other projects, such as home rehabilitation and down payment assistance are designed to be the City-wide programs. The receipt of assistance for all CDBG and HOME funded programs, whether in a target area or not, is based on the gross annual income of the applicant(s), as required under HUD.

Discussion

CDBG and HOME funds have been directed toward assisting these areas by allocating funds to specific programs. Some of these programs are specific only to the CDBG designated areas, while others (rehab,

DPA) are City wide programs, but are generally able to partner with the other programs to enhance the overall effectiveness in these targeted areas.

- Home Rehabilitation loans and grants
  - Roofs, plumbing, electrical, structural improvements, code violations, energy efficiency upgrades
- Down Payment Assistance grants
- Code Enforcement services
- Community Service Officers
  - West Valley City Police Department assigns officers to be designated liaisons and community partners for the residents of LMI areas

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The First Program Year Action Program provides a good general framework to longer term programs. The key elements of West Valley City's plan will include an antipoverty strategy, education, financial counseling, affordable housing, and the creation of diverse job opportunities. The City continues to work with the Granite School District to improve educational offerings, expand English skills, and enhance cultural awareness. In past years as the City's population has become increasingly diversified, test scores, a measurement of how well students understand the material being taught, have been dropping. This decrease in performance is often blamed on poor English skills and highly transient students and their families. In the lowest testing schools, it is not uncommon for class turnover during the school year to reach 60%. Obviously, this has extreme implications for the teacher, who must always be trying to catch up the new students. As the City improves its amenities, in terms of the kind of facilities it offers that interest more people in staying for the long term, some of this transience may dissipate. If transience is a function of relocating for better jobs, the City's efforts to provide better job opportunities could also address this issue. English as a Second Language (ESL) is currently a strong emphasis in Granite School District Schools in WVC. Many children are in the school system that lack adequate English skills. These children are from other countries and may live in homes where their parents speak very little English. This contributes to the student's difficulties in improving their language skills. Programs for adults to improve their English have also been promoted and will continue to be a strong need over the long run.

The Economic Development division is charged with the responsibility of providing job opportunities through the expansion/retention of existing businesses and the attraction of new business to our community. They have heavily focused on the City Center, growth areas around 5600 West, promotion of the Redevelopment project areas, and the sale of certain WVC owned properties to balance the budget and provide additional funding within the General Fund.

Actions planned to address obstacles to meeting underserved needs

West Valley City is known for its diversity. Providing information regarding housing and programs available to assist persons whose primary language is not English, is a barrier that the City is now actively trying to overcome. While there are a multitude of races, ethnicities and languages within the jurisdiction of West Valley City, the largest minority group is Hispanic with the largest secondary language being Spanish. According to the 2010 census data West Valley City's population is at least 33%, with 82% of those households being Spanish speaking and 39% having limited English proficiency. The City has worked diligently to alleviate this obstacle in all areas of business, but particularly where the

LMI population is concerned. The City has a website dedicated to informing the public about where English classes may be taken, allocates CDBG funding to ESL for such purposes and regularly gives certificates and special recognition during City Council meetings to individuals completing these classes.

In conducting research to determine which populations within West Valley City were still being underserved, it has been noted that there is an above average percentage of low-income female headed households. According to 2011 ACS data over 19% of all households in the City are female headed and of those at least 40% are living in poverty, well below area median income. Based on this information West Valley City has made serving this population a priority in the coming years and will make every attempt to allocated funding, accordingly, provide outreach whenever possible and find ways to better distribute information about the CDBG and HOME funded programs to these households. Although the City has had great success in female headed households utilizing our Down Payment Assistance and Home Rehabilitation services, it is apparent that more targeted outreach needs to be done. The City continues to take an active role with partners such as Legal Aid, South Valley Sanctuary and the Crisis Nursery, as a means of connecting with a larger percentage of female headed households.

Actions planned to foster and maintain affordable housing

Based on the City's Moderate-Income Housing Plan for 2019, the City has a substantial amount of affordable housing for moderate income households – those at 80 percent of the median household income for Salt Lake County. What is lacking in the City is higher value housing. This fact is supported by the recently released Regional Analysis of Impediments to Fair Housing Choice for Salt Lake County prepared by the Bureau of Economic and Business Research. Affordable housing is a regional issue. West Valley City together with other Salt Lake County communities like Salt Lake City, South Salt Lake and Taylorsville generally have a significant amount of affordable housing. However, other communities at the south end of the valley have substantially less affordable housing. While the State does require each city to have a Moderate-Income Housing Plan, the State has not established a technique to assure that individual city plans are appropriate, responding accurately to the data, and that local implementation strategies address the regional need.

West Valley City will continue to maintain its diverse mix of housing for people of different ages, incomes, and ethnicities. Given the substantial supply of moderate-income housing, any new high-density development would be considered in very particular instances and should be within walking distance of substantial transit infrastructure.

West Valley City is currently working with the Housing Authority of the County of Salt Lake (HACSL) on an agreement to redevelop 100, aging public housing units into a higher density, multi-phase tax credit project that would include market rate units. This project will be within walking distance of light rail, bus rapid transit (BRT) and several local bus routes. HACSL recently received RAD application approval to remove the public housing designation from the existing units and will shortly be selecting an architect to begin designing the project.

Actions planned to reduce lead-based paint hazards

West Valley City has 17,439 homes built prior to 1978. According to the 2010 Census data there were 13,246 children under 5 years of age and 12,373 children aged 5 to 9 years in the City. The Census, however, does not clarify how many of those children are living in housing built before 1978.

In all dwellings assisted by the City, an initial inspection will be performed. If the unit was built prior to 1978, a lead-based paint assessment will be conducted to determine if any abatement efforts will be necessary before the project begins and to ensure compliance with state and federal laws. A lead-based paint pamphlet is also distributed with each application to the down payment and home rehabilitation programs. Pamphlets are also available in the lobby of the Community Preservation Department.

Actions planned to reduce the number of poverty-level families

In addition to the goals and actions described throughout this plan, the City will promote education and employment counseling as an essential facet of housing assistance. Financial Counseling will continue to be a heavily promoted CDBG activity. Individuals will be referred to utilize services from HUD approved housing counseling agencies. Income eligible individuals will be able to obtain counseling and assistance in areas of homeless prevention and financial disaster. West Valley City also requires recipients of the Down Payment Assistance Grants to take a home ownership class prior to making an offer, receiving funds, and closing on a home. In these classes' things such as personal finances, budgeting methods, foreclosure prevention, as well as many other are discussed with families to ensure they are prepared for the responsibilities of homeownership. This type of preparation can help avoid foreclosure and potential homelessness, as well as is a motivating factor in maintaining continual stable income sources for the families.

Many of the different races and ethnicities in West Valley City do not fully understand the workings of the American banking system. Seminars to increase their understanding are promoted in West Valley City, and provided throughout Salt Lake County, with interpreters to ensure a better communication of the basics of the banking system. Due in part to the strong communication network that has been established within West Valley City, it is anticipated that businesses as well as renters and homeowners will attend these seminars.

West Valley City has also begun reaching out to the school system in its attempt to address the problems of crime and gangs in the community. Education about gangs and implications of criminal acts

may help steer some teenagers away from a life destined for poverty.

West Valley City will continue to establish a growing and diverse economic base. The City will research and implement ways to improve the education and skills of residents to in turn grow their earning potential. The City will continue to grow employment by building on existing industry strengths and attracting high growth industries. The City will employ the Economic Development Strategic Plan to target those items that are deficient and to continue to bring high value assets to the City. The City will also be working to coordinate with UTA to improve transit service, particularly for lower income areas, to increase access to employment opportunities.

Actions planned to develop institutional structure

West Valley City Grants Office and the West Valley City Housing Authority together provide housing and related services. These services are funded through the CDBG program; HUD appropriates HOME and HOPWA funds; S+C grants under Continuum of Care funding; and general taxation funding. The Salt Lake County and Salt Lake City will continue to work within West Valley City under the cooperative jurisdictional agreement, providing housing services as well.

West Valley City Grants staff will continue to sit on various committees and actively participate in:

- Utah Grants Coordinating Council
- Salt Lake Valley Coalition to End Homelessness (SLVCEH)
- SLVCEH Community Engagement Core Function Group
- Utah National Association of Housing & Redevelopment Officials (NAHRO)
- National Community Development Association (NCDA)

Actions planned to enhance coordination between public and private housing and social service agencies

The Salt Lake County Council of Governments (COG) hosts quarterly Grants Coordination Meetings to facilitate communication and coordination between municipal entities and agencies with a major role in community grants and volunteer coordination, such as The United Way and The Road Home. This meeting provides insight for all attending representatives regarding public and private housing, health, and social services agencies requesting funds for programs or projects throughout Salt Lake County.

Members of the Salt Lake County Consortium also meet at least quarterly in order to review projects and proposals involving housing needs in Salt Lake County.

Meetings are held monthly and the committee continues to work on the plan to end chronic homelessness.

West Valley City participates in each of these groups, as well as several others, in order to stay on top of any issues that arise within the City that need to be addressed.

Discussion

West Valley City is dedicated to creating a safe environment for its residents. To accomplish this, we strive to address and understand our citizens' concerns in a prompt and professional manner. The City will continue to coordinate and promote high quality transportation options and alternatives; mass transit, transportation-oriented development, pedestrian and bicycle and the City's long-range objectives will include a focus on creating Transit Oriented Developments. Citizens and stake holders will be involved in the planning processes. West Valley City is having already increased the economic opportunities within the City and will continue pursuing expanded job opportunities in many areas.

Many families and individuals are attracted to West Valley because of the abundant housing opportunities. West Valley has a variety of housing types, continues to build and allow affordable housing and has a large existing supply of rental units.

The Economic Development division is charged with the responsibility of providing job opportunities through the expansion/retention of existing businesses and the attraction of new business to our community. They are heavily focused on the City Center, as well as various growth areas and promotion of the Redevelopment project areas.

The above strategies are reasonable approaches to help combat poverty in our community, however more work in all of our strategies is needed and the City will constantly be re-evaluating what improvements can be made. Although we believe this approach will make progress toward alleviating poverty, it is not anticipated that it will solve the problem. Those that avail themselves of the

opportunities will benefit but no one can force all those with a need to improve their educational status, or their understanding of their finances. Too many people in poverty have other issues such as mental health problems or addictions or serious medical issues that cannot be adequately addressed in a public policy, therefore CDBG dollars will be used to promote and fund programs that provide such services in West Valley City, in order to provide a more holistic approach.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Listed below is the program specific requirements for CDBG. Although West Valley City receives HOME funding, it is under the Salt Lake County Consortium and is therefore reported under Salt Lake County.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	25,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**25,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

100 % of the CDBG funds received by West Valley City are used to benefit LMI households or persons.

Appendix - Alternate/Local Data Sources

Item: Amendment to Federal Grants Citizen Participation Plan
Fiscal Impact: N/A
Funding Source:
Account #:
Budget Opening Required: No

ISSUE:

Approve an amendment to the West Valley City Citizen Participation Plan for Federal Grant Programs, to accommodate COVID-19 related flexibilities and procedures.

SYNOPSIS:

The Consolidated Plan regulations final rule requires communities that receive federal grant funds to adopt a citizen participation plan that sets forth policies and procedures for citizen participation. This plan provides and encourages citizens to participate in the development of the Annual Action Plan budget, any substantial amendments to said plan, performance reports and all other issues relating to federal block grant programs. This plan supersedes any previous West Valley City Citizen Participation Plan (CPP) for Federal Grant Programs in entirety.
Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k) and provides certain Federal grant program(s) flexibilities and amendments to plans will be implemented. These flexibilities and amendments establish expedited procedures to draft, propose, or amend consolidated plans (including annual action plans) and citizen participation plans.
The City has made its proposed CPP amendment available for public review and a public hearing was held on July 28, 2020 at 6:30 p.m. during the West Valley City Council meeting, to allow for public comment.

BACKGROUND:

In order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on plans and amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA, or ESG funds.
The 30-day minimum required public comment period will be temporarily waived for the Consolidated Plan, Annual Action Plan and any substantial amendments, provided that no less than 5 days are provided for public comments, as outlined in "CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response" dated April 9, 2020.. West Valley City has also implemented a virtual public hearing process in order to comply with social and physical distancing requirements.

RECOMMENDATION:

Approve the attached Resolution

SUBMITTED BY:

Heather Royall

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY'S CITIZEN PARTICIPATION PLAN FOR FEDERAL GRANT PROGRAMS.

WHEREAS, West Valley City has adopted a citizen participation plan in accordance with federal regulations governing the receipt of federal grant funding; and

WHEREAS, due to the COVID-19 pandemic, HUD has amended certain regulations to facilitate appropriate social distancing measures; and

WHEREAS, the City has prepared an amendment to the City's citizen participation plan in accordance with said regulations; and

WHEREAS, the City has held a public hearing and received public input concerning the proposed amendment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached amendment is hereby approved, and the Mayor and City Manager are authorized to execute any documents necessary to facilitate implementation of said amendment, subject to 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

West Valley City

COVID-19 Citizen Participation Plan Update

Due to COVID-19, CDBG & HOME program(s) flexibilities and amendments to plans will be implemented. These flexibilities and amendments establish expedited procedures to draft, propose, or amend consolidated plans (including annual action plans) and citizen participation plans. The minimum 5-day public comment period cited below for substantial amendments may run concurrently with a minimum 5-day public comment period on amendments to the West Valley City Citizen Participation Plan as outlined in "CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response" dated April 9, 2020.

Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA, or ESG funds.

The 30-day minimum required public comment period will be temporarily waived for the Consolidated Plan, Annual Action Plan and substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. This waiver is in effect until either the Utah Department of Health or the Salt Lake County Health Department publishes a notice that social or physical distancing measures are no longer necessary.

As noted above, the regulations at 24 CFR 91.105 set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. West Valley City's Citizen Participation Plan states how reasonable notice and opportunity to comment are provided.

HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD has waived 24 CFR 91.105(c)(2) and (k) and 24 CFR 91.401 as specified below to allow West Valley City to determine what constitutes reasonable notice and opportunity to comment given the circumstances related to COVID-19. West Valley City may use alternative methods for public participation and will allow for reasonable notification and access for citizens. This authority is in effect until either the Utah Department of Health or the Salt Lake County Health Department publishes a notice that social or physical distancing measures are no longer necessary.

West Valley City has implemented a virtual public hearing process in order to comply with social and physical distancing requirements. Citizens will receive reasonable notice of these meetings through online postings and other public notices. West Valley City will provide the virtual public meetings through Zoom, unless otherwise specified, as well as timely response to any comments received via Zoom, email or other written correspondence within 1 business day.

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

ISSUE:

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

SYNOPSIS:

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

BACKGROUND:

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

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

RECOMMENDATION:

Approve the First Amended Interlocal Agreement.

SUBMITTED BY:

Wayne Pyle
City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

~~CREATING~~ OF THE

~~UTAH MUNICIPAL RISK MANAGEMENT ASSOCIATION~~UTAH RISK MANAGEMENT AGENCY

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FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
OF ~~CREATING~~ THE
~~UTAH MUNICIPAL RISK MANAGEMENT ASSOCIATION~~UTAH RISK MANAGEMENT AGENCY

THIS AGREEMENT is made and entered into in the State of Utah ~~by and~~ among the ~~Municipalities~~Members of the Utah Risk Management Agency, a political subdivision of the State of Utah. Each party agrees to abide by the terms of this agreement. ~~organized and existing under the Constitution or laws of the State of Utah which are parties signatory to this Agreement and listed in Appendix A, which is attached hereto and made a part hereof and which may be amended from time to time.~~ The ~~Municipalities~~ parties to this agreement are ~~hereinafter~~ collectively referred to as "~~Member Municipalities~~Members;" ~~or "Municipalities,"~~ or "parties" and individually as "~~member Municipality~~Member" or ~~"Municipality,"~~ or "party."

RECITALS

WHEREAS, the ~~Utah~~ Interlocal Co-operation Act~~ion~~, Utah Code Ann. §~~Sections~~ 11-13-101 *et seq*., ~~Utah Code Ann. (1953, as amended) provides~~ permits ~~that~~ two or more public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by Statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and to do anything they are each authorized by Statute to do; ~~may by agreement jointly exercise any power common to the contracting parties; and~~

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

WHEREAS, ~~Section~~Utah Code Ann. §~~-~~63G-7~~3~~0-801(1)~~28, Utah Code Ann. (1953, as amended)~~ provides that a ~~local public~~ governmental entity may purchase commercial insurance, ~~self insure~~self-insure, or ~~self insure~~self-insure and purchase excess commercial insurance; ~~and~~

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

~~WHEREAS, Section 63-30-26, Utah Code Ann. (1953, as amended) provides that any political subdivision may create and maintain a reserve fund or may jointly with one or more other~~

~~political subdivisions make contributions to a joint reserve fund, for the purpose of making payment of claims against the cooperating subdivisions when they become payable; and~~

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Municipal Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections and additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Municipal Risk Management Agency ("First Amended Agreement").

~~WHEREAS, each of the parties to this Agreement desires to join together with other parties for the purpose of pooling their resources to protect against self-insured losses, jointly purchasing excess insurance (if available), establishing a meaningful and effective risk management program and providing administrative services in connection with a joint protection program; and~~

~~WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so.~~

~~COVENANTS~~

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

ARTICLE 1 (Definitions)

1.1 The following definitions shall apply to the provisions of this ~~Agreement~~First Amended Agreement:

(a) "~~Association~~Agency" shall mean the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency ~~created by this Agreement~~;

(b) "Board of Directors" or "Board" shall mean the governing body of the ~~Association~~Agency;

(c) "Claims" shall mean demands made against the ~~Association~~Agency or its ~~Member Municipalities~~Members arising out of occurrences which are within the ~~Association~~Agency's Jjoint Ppprotection Ppprogram ~~as developed by the Board of Directors~~;

(d) "Excess Insurance" shall mean that insurance which may be purchased on behalf of the ~~Association~~Agency to protect the funds of the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency against catastrophes or an unusual frequency of losses during a single year;

(e) "Executive Director" shall mean the~~cat~~ person appointed by the Board of Directors who is the chief executive officer of the ~~Association~~Agency, and is responsible for, among other things, the management and administration of the Jjoint Ppprotection Ppprogram of the ~~Association~~Agency;

(f) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the ~~Association~~Agency;

(g) "Joint Protection Program" shall mean the program of establishing the risk protection provided for in the ~~Interlocal Agreement~~First Amended Agreement~~, of determining the amount of initial payments, of adopting a precise cost allocation plan and formula, of preparing pro forma financial statements of the Association, and of determining the amount and type of excess insurance to be procured. Included within the term "joint protection program" is the identification of exposures to accidental loss, reduction or limitation of losses to municipal properties and from injuries to persons or property caused by the operations of municipalities, and prudent funding of these risks. Where claims arise, the Association will process or cause to be processed such claims, investigate their validity, settle or defend against such claims within the financial limits of the risk management agreement, tabulate such claims, costs and losses and carry out other assigned duties. Also included within the "joint protection program" is any other function necessary to the operation of the program~~;

(h) "Risk Coverage" shall mean and include joint protection through a funded program ~~and/~~or any commercial insurance contract.

ARTICLE 2 (

Purposes)

2.1 This ~~agreement~~First Amended Agreement is entered into by the ~~Municipalities~~Members ~~in order~~ to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of ~~Municipalities~~Members' losses, and to decrease the cost incurred by ~~Municipalities~~Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the ~~Municipalities~~Members jointly in ~~the creation of a separation entity,~~operating the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency and ~~, to~~ administering ~~the~~a Jjoint Ppprotection Ppprogram, ~~as provided herein~~ whereby ~~Municipalities~~Members ~~will~~ pool their resources to protect against losses and claims, jointly purchase excess insurance (if available) and obtain administrative ~~and other~~ services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

~~It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional municipalities organized and existing under the~~

~~laws of the State of Uta has may desire to become parties to this Agreement and members of the Association, subject to approval by the Board of Directors.~~

ARTICLE 3 (

Non-Wavier of ~~Governmental or Other~~ Immunity)

3.1 It is the express intent of the ~~Member Municipalities~~Members in entering into this ~~Agreement~~First Amended Agreement that they do not waive and are not waiving any immunity or limitation on liability provided to the ~~Member Municipalities~~Members or their officials, employees, or agents by any law, including any such immunity or limitation appearing in the ~~Utah~~ Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 *et seq*., ~~Sections 63-30-1 et seq., Utah Code Ann. (1953, as amended), or by other law.~~

ARTICLE 4 (

Parties to Agreement)

4.1 Each party to this ~~Agreement~~First Amended Agreement certifies that it intends to and does contract with all other ~~Municipalities~~Members ~~who~~ that are signatories of this ~~Agreement~~First Amended Agreement and, in addition, with such other ~~Municipalities~~Members as may later be added to and become signatories of this ~~Agreement~~First Amended Agreement pursuant to Article 2~~3~~2. Each party to this ~~Agreement~~First Amended Agreement also certifies that the deletion of any ~~Municipality~~Member from this ~~Agreement~~First Amended Agreement, pursuant to Articles 2~~4~~3 and 2~~5~~4, shall not affect this ~~Agreement~~First Amended Agreement nor such party's intent to contract with the other ~~Municipalities~~Members to the ~~Agreement~~First Amended Agreement then remaining.

ARTICLE 5 (

Term of Agreement)

~~**This Agreement shall become effective on September 26, 1985, and shall continue until and unless terminated as hereinafter provided, but not longer than is allowed by Section 11-13-17, Utah Code Ann. (1953, as amended) or similar provisions of the Utah Interlocal Co-operation Act.**~~

5.1 This First Amended Agreement shall become effective upon:

(a) submission, approval, and execution of this First Amended Agreement by each Member's governing body and in accordance with Utah Code Ann. §11-13-202(2);

(b) review and approval by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and

(c) filing of this First Amended Agreement with the person who keeps each Member's records.

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

ARTICLE 6 (

Creation of ~~Association~~Agency)

6.1 The ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency, a separate and independent governmental organization, wa~~i~~s ~~hereby~~ formed by ~~inter-local~~ agreement by ~~Member Municipalities~~Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. ~~Sections~~ §11-13-1 *et seq*.~~, Utah Code Ann., (1953, as amended).~~

ARTICLE 7 (

Powers of ~~Association~~Agency)

7.1 The ~~Association~~Agency ~~shall have~~has the powers common to ~~Municipalities~~governmental entities ~~-~~and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

(a) To make and enter into contracts;

(b) To incur debts, liabilities or obligations;

(c) To acquire, hold, or dispose of: property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations or~~and~~ governmental entities;

(d) To sue and be sued in its own name; ~~and~~

(e) To exercise all powers necessary and proper to carry out the terms and provisions of this ~~Agreement~~First Amended Agreement, or otherwise authorized by law; and~~.~~

(f) All powers of the ~~Association~~Agency shall be exercised pursuant to the terms hereof, the By-Laws ~~to be adopted~~, and any governing laws.

ARTICLE 8 (

Voting Rights of ~~Member Municipalities~~Members)

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

ARTICLE 9 (

Liabilities and Obligations of the ~~Association~~Agency)

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

ARTICLE 10 (

Board of Directors)

10.1 The ~~Association~~Agency shall be governed by a Board of Directors, ~~which is hereby established and which shall be~~which is composed of a representative from each ~~Member Municipality~~Member.~~,~~ The Board of Directors ~~who~~ shall be an elected or appointed official of the ~~Member Municipality~~Member. The manner of filing vacancies on the Board of Directors as well as the powers and responsibilities of the Chairman of the Board ~~shall be~~is established in the By-Laws.

~~a)~~

10.2 The Board of Directors ~~may establish an Executive Committee of not more than nine (9) members of the Board~~shall determine the number of members to serve on the Executive Committee and may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate. The c~~C~~omposition of, the manner of selection of, and the powers and responsibilities of the Executive Committee ~~shall be~~are established in the By-Laws.

~~b)~~

~~c)~~ 10.3 In all matters voted upon by the Board of Directors, each member of the Board ~~shall have and~~ may cast the same number of votes as the ~~Member Municipality~~Member ~~he or she~~they represent~~s is~~ can ~~entitled to~~ cast under Article 8 ~~herein~~.

ARTICLE 11 (

Powers and~~/or~~ Duties of the Board of Directors)

11.1 The Board of Directors of the ~~Association~~Agency shall have the following powers and~~/or~~ duties:

~~a)~~(a) The Board of Directors s~~S~~hall appoint an Executive Director~~,~~ ~~Secretary, Treasurer,~~ and ~~all~~ any other officers as appropriate;

~~b)~~(b) The Board of Directors shall determine and select a ~~J~~joint ~~P~~protection ~~P~~program for the ~~Association~~Agency;

~~c)~~(c) The Board of Directors shall determine and select all ~~necessary~~ coverage, including excess insurance (if available), necessary to carry out the Joint ~~P~~protection ~~P~~program of the ~~Association~~Agency;

~~d)~~(d) The Board of Directors shall have authority to contract for or develop various services for the ~~Association~~Agency, including ~~, but not limited to,~~ claims adjusting, legal services, loss control, and risk management consulting services;

~~e)~~(e) The Board of Directors shall cause to be prepared the operating budget of the ~~Association~~Agency for each fiscal year;

~~f)~~(f) The Board of Directors shall have the authority to appoint committees;

~~g)~~(g) The Board of Directors shall receive and act upon reports of appointed committees and the Executive Director;

~~h)~~(h) The Board o~~f~~ Directors shall have the power to hire such persons as the Board deems necessary for the administration of the ~~Association~~Agency, including the "borrowing" of employees from one or more of the ~~Member Municipalities~~Members, subject to the approval of the ~~Member Municipality~~Member. Any ~~Member Municipality~~Member whose employee is so "borrowed" according to this provision shall be reimbursed by the ~~Association~~Agency for that employee's time spent or services rendered on behalf of the ~~Association~~Agency;

~~i)~~(i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the ~~Association~~Agency;

~~j)~~(j) The Board of Directors shall provide for the investment and disbursement of funds;

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

(k) The Board of Directors shall receive and review periodic accountings of all funds of the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency;

~~l)~~(l) The Board of Directors shall have the authority to establish contributions by the ~~Member Municipalities~~Members;

~~m)~~(m) The Board of Directors shall have the authority to establish criteria for new ~~Member Municipalities~~Members;

~~n) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure no inconsistent with the By-Laws;~~

(n) The Board of Directors shall have the authority to admit new members on such terms and conditions as it deems appropriate;

~~o)~~(o) The Board of Directors may establish membership standards that promote commitment to the Agency's risk management requirements;

(p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure consistent with the By-Laws;

~~p)~~(q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;

~~q)~~(r) The Board of Directors shall have ~~such~~ other powers and duties ~~as~~ that are necessary for the operation or dissolution and winding up of the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency and for the implementation of the By-Laws subject to the limits of the ~~Agreement~~First Amended Agreement and the By-Laws.

ARTICLES 12 (

Meetings of the Board of Directors~~).~~

12.1 ~~Meetings.~~ The Board of Directors shall provide for its regular, adjourned regular, special and adjourned special meetings. Such meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. The Board should hold at least one regular meeting annually.~~; provided, however, that it shall hold at least one regular meeting annually.~~

~~a)~~ 12.2 Meetings may be conducted by telephonic or other technological means of communication.

~~b)~~ 12.3 ~~Minutes.~~ The Secretary of the ~~Association~~Agency shall cause minutes of regular, adjourned regular, special, and adjourned special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be available~~forwarded~~ to each member of the Board.

~~Quorum.~~

~~c)~~ 12.4 The presence of Board Members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of the business, except that less than a quorum may adjourn from time to time. A majority vote of the total votes entitled to be cast by Board M~~m~~embers shall constitute action by the Board.

ARTICLE 13 (

Meetings of ~~Member Municipalities~~Members)

13.1 The frequency, format, method of voting, quorum requirements, and other rules governing ~~Member Municipality~~Member meetings ~~shall be as~~are established by the By-Laws of the ~~Association~~Agency.

ARTICLE 14 (

Officers, Agents and Personnel of the ~~Association~~Agency)

14.1 Executive Director. The Executive Director shall be appointed by the Board and shall have the general administrative responsibility for the activities of the Jjoint Ppprotection Ppprogram. The Executive Director ~~shall be~~is the chief executive officer of the ~~Association~~Agency, and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the ~~Association~~Agency, and shall have such other and related duties as may be prescribed by the Board of Directors or the By-Laws.

~~a)~~

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

~~b)~~

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

~~c)~~

~~d)~~ 14.4 Legal Counsel. The Executive Director may select an attorney for the ~~Association~~Agency who may be a ~~municipal~~ Member employee or the Executive Director may employ independent counsel as the attorney for the ~~Association~~Agency. The attorney shall serve at the pleasure of the Executive Director.

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

~~e)~~

~~f)~~ 14.6 Terms of Office, Removals and Resignations, Filling of Vacancies~~, etc.~~ Terms of office, provisions for removal and resignation, and provisions for filling vacancies, ~~etc~~and so forth~~.~~ ~~shall be as~~are established by the By-Laws.

ARTICLE 15 (

Joint Protection Program Coverage)

~~a)~~ 15.1 The Jjoint Ppprotection Program coverage provided for ~~Member Municipalities~~Members by the ~~Association~~Agency may include protection for Personal Injury, Property Damage, Errors and Omissions, Comprehensive Liability, Property Insurance coverages, and such ~~are~~ other types of coverage required by law or adopted by the Board of Directors.

~~b)~~ 15.2 The A~~a~~gency shall maintain a ~~j~~Joint Ppprotection Program limit for ~~Member Municipalities~~Members determined by the Board of Directors to be appropriate. The Board of

Directors may ~~arrage~~arrange for the purchase of insurance for ~~Member Municipalities~~Members interested in obtaining additional coverage above this limit, at additional cost and fees to those participating ~~Municipalities~~Members.

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

~~d)~~ 15.4 Each ~~Member Municipality~~Member shall be required to purchase the ~~j~~Joint P~~p~~rotection Program coverages defined by the Board of Directors as the "~~"~~core joint protection coverage package~~.~~ "~~"~~. The ~~Association~~Agency may provide other coverage to ~~Member Municipalities~~Members in addition to the core joint protection coverage package.

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

ARTICLE 16 (

Development of the Joint Protection Program)

~~a)~~ 16.1 ~~As soon as practicable after the effective date of this Agreement, but prior to the effective date of the joint protection program, the Board of Directors shall establish the Association's joint protection program, including the joint protection coverage provided for in Article 15, the amount of initial premiums, the precise cost allocation plan and formula, the pro forma financial statement of the Association, and the amount and type of excess insurance (if available) to be procured.~~

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

~~b)~~ 16.2 The annual calculation of the amount of estimated contributions for the upcoming fiscal year will be provided when requested by each Member. ~~shall be made and notices for estimated amounts for next year's contributions shall be distributed by April 1 of each year.~~

ARTICLE 17 (

Accounts and Records)

~~a)~~ 17.1 Annual Budget. The ~~Association~~Agency shall annually adopt an operating budget, pursuant to Article 11 ~~C~~ of this ~~Agreement~~First Amended Agreement.

~~b)~~ 17.2 Funds and Accounts. The Treasurer of the ~~Association~~Agency shall establish and maintain such funds and accounts as may be required by good accounting practice

or by the Board of Directors. Books and records of the ~~Association~~Agency in the hands of the Treasurer shall be open to any inspection at all reasonable times by Member representatives~~ of Member Municipalities~~.

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

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

ARTICLE 18 (

Responsibility for Monies)

18.1 The Treasurer of the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency or their~~s~~ designee shall have the custody of and shall disburse the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency's funds. ~~He or she~~The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the ~~Board of Directors~~Executive Director.

~~a)~~ 18.2 A bond in the amount set by the Board of Directors shall be required of personnel of the ~~all officers, agents and personnel authorized to disburse funds of the Utah Municipal Risk Management Association~~Utah Risk Management Agency consistent with Utah law. The cost of such bond ~~may~~ will ~~to~~ be paid ~~for~~ by the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency.

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

ARTICLE 19 (

Responsibilities of the ~~Association~~Agency)

19.1 The ~~Association~~Agency shall have the responsibility to:

~~a)~~(a) Provide coverage as agreed upon and deemed necessary, including ~~but not limited to~~ a self-protection fund and commercial insurance, as well as excess

coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;

~~b)~~(b) Assist ~~Municipalities~~Members in obtaining insurance coverage for risks not included within the core coverage of the ~~Association~~Agency;

~~c)~~(c) Assist each ~~Municipality~~Member's ~~assigned~~ designated risk manager with the implementation of that function within the ~~Municipality~~Member organization;

~~d)~~(d) Provide ~~certain~~ risk management related services to ~~Municipalities~~Members as deemed appropriate;

~~e)~~(e) Provide claims adjusting and subrogation services for claims covered by the ~~Association~~Agency's ~~J~~joint ~~P~~protection ~~P~~program;

~~f)~~(f) Provide loss runs and other loss control information and services as deemed appropriate;

~~g)~~(g) Provide for the defense of any civil action or proceeding brought against any officer, employee, board member, or other agent of the ~~Association~~Agency, in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the ~~Association~~Agency.

~~h)~~(h) Act in all other manners deemed necessary and appropriate by the Board of Directors in order to carry out the purpose of this ~~Agreement~~First Amended Agreement.

ARTICLE 20 (

Responsibilities of ~~Member Municipalities~~Members)

~~20.~~1 Each ~~Member Municipality~~Member shall have the responsibility to:

~~a)~~(a) Pay ~~promptly~~ its ~~premium~~contribution and any other assessments promptly to the ~~Association~~Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date.

~~b)~~(b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time.~~;~~

~~c)~~(c) Designate a voting representative and alternate for ~~Member Municipality~~Member meetings. A ~~Member Municipality~~Member's voting representative must be an elected official, employee or officer of the ~~Member Municipality~~Member ~~, but~~organization but may be changed from time to time. Each ~~Member Municipality~~Member shall submit in writing the name of their voting representative and alternate to the Board of Directors.~~;~~

~~d)~~(d) Appoint an employee of the ~~Municipality~~Member to be responsible for the risk management function within that ~~Municipality~~Member organization and to

serve as a liaison between the ~~Municipality~~Member and the ~~Association~~Agency as to risk management.~~;~~

~~e)~~(e) Provide the ~~Association~~Agency with all information or assistance as may be necessary for the ~~Association~~Agency to carry out the ~~j~~Joint P~~p~~rotection P~~p~~rogram adopted by the Board of Directors, which includes ~~but is not limited to,~~ reporting to the ~~Association~~Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the ~~Member Municipality~~Member's accidental loss, and providing the ~~Association~~Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties.~~;~~

~~f)~~(f) Allow the ~~Association~~Agency reasonable access to all facilities of the ~~Member Municipality~~Member organization and all records relating to the operation of the ~~Association~~Agency.

~~g)~~(g) Report to the ~~Association~~Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the ~~Association~~Agency being required to consider a claim against the ~~Municipality~~Member, its agent, officer, or employees, or for casualty losses to the ~~municipal~~ Member's property within the scope of coverage undertaken by the ~~Association~~Agency.~~;~~

~~h)~~(h) Allow attorneys or other persons designated by the ~~Association~~Agency to represent the ~~Member Municipality~~Member in the investigation, settlement and litigation of any claim made against the ~~Member Municipality~~Member within the scope of loss protection furnished by the ~~Association~~Agency.~~;~~

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

ARTICLE 21 (

Effective Date of the Interlocal Agreement)

(*Intentionally Omitted*) ~~The effective date of this Interlocal Agreement shall be September 26, 1985, provided that by that date, there has been deposited within or committed to the Utah Municipal Risk Management Association's account, as deposits by founding Member Municipalities to be applied toward their first year's estimated pre mi urns, (to be determined as part of the establishment of the Association's joint protection program) the sum of at least One Million Dollars ($1,000,000.00). If $1,000,000.00 has not been received or committed by September 26, 1985, then the Interlocal Agreement creating the Utah Municipal Risk~~

~~Management Association shall be effective on the date when at least that amount has been deposited or committed for. A municipality which has not deposited or committed funds by the effective date of this Agreement may join the Association during the first sixty (60) days following the effective date.~~

ARTICLE 22 (

Commencement of Operations)

(*Intentionally Omitted*)

~~a) **The Association shall begin its operations as soon as is reasonably practicable after the establishment of the Association's joint protection program, but in no case later than sixty (60) days following the establishment of the joint protection program.**~~

~~b) **Member Municipalities may be given the option to obtain coverage retroactively to the date of their cancellation from their prior insurance carrier provided they meet criteria established by the Board of Directors in their joint protection program and upon payment of the appropriate premium.**~~

ARTICLE 23 (

Membership)

~~a)~~ 23.1 ~~The Founding Member Municipalities are those Member Municipalities which are parties signatory to this Interlocal Agreement as of the effective date of this Agreement (See Appendix A).~~

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

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

23.3 As set forth in Article 11, the Board of Directors establishes the criteria for new members and has the authority to admit new members on such terms and conditions as it deems appropriate.

ARTICLE 24 (

Withdrawal)

~~a)~~ 24.1 A ~~Member Municipality~~Member which enters the ~~j~~Joint P~~p~~rotection P~~p~~rogram may not withdraw as a party to this ~~Agreement~~First Amended Agreement and as a member of the ~~Association~~Agency for one~~-~~-year period ~~commencing~~ beginning on the effective date of membership~~.~~, ~~as determined by Article 22.~~

24.2 After the initial one-year noncancelable membership in the program, a ~~Member Municipality~~Member may withdraw only at the end of any fiscal year, provided it has given the ~~Association~~Agency a twelve month written notice of its intent to withdraw from this ~~Agreement~~First Amended Agreement and the J~~j~~oint P~~p~~rotection P~~p~~rogram.

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

(a) not be able to rescind its withdrawal notice without the approval of the Board of Directors;

(b) pay or repay the Agency any monies owing to the Agency even though the Member has withdrawn or is withdrawing; and

~~a.~~(c) not serve as a member of the Executive Committee or any other Agency committees.

ARTICLE 25 (

Cancellation)

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

ARTICLE 26 (

Effect of Withdrawal)

26.1 The withdrawal of any ~~Municipality~~Member form this ~~Agreement~~First Amended Agreement shall not terminate this First Amended Agreement.~~e same.~~

~~a)~~

~~b)~~ 26.2 The withdrawal of any ~~Municipality~~Member after the effective date of the J~~j~~oint P~~p~~rotection P~~p~~rogram shall not terminate ~~its~~ that Member's responsibility to make any contributions or payments owing to the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency.

ARTICLE 27 (

Termination and Distribution)

~~a)~~ 27.1 This ~~agreement~~First Amended Agreement may be terminated ~~at any time during the first noncancellable year~~ by the written consent of all ~~Member Municipalities~~Members, ~~and thereafter by the written consent of the Member Municipalities having two-thirds (2/3) of the voting rights of the Association;~~ provided, however, that this ~~Agreement~~First Amended Agreement

and the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the ~~Utah Municipal Risk Management Association~~Utah Risk Management Agency.

~~b)~~ 27.2 Upon termination of this ~~Agreement~~First Amended Agreement, all assets of the ~~Association~~Agency shall be distributed only among the parties that have been Members of the ~~j~~Joint ~~p~~Protection ~~p~~Program, including any of those parties which previously withdrew pursuant to Article 2~~43(b)~~ of this ~~Agreement~~First Amended Agreement, but not including Members cancelled pursuant to Article 2~~5~~4, in accordance with and proportionate to their contribution payments and property (at market value when received) contributions made ~~during the term of this Agreement~~to the Agency. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this ~~Agreement~~First Amended Agreement has been finally disposed of.

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

ARTICLE 28 (

Provision for By-Laws and Manual)

(*Intentionally Omitted*) ~~As soon as practicable after the first meeting of the Board of Directors, and within the first twelve months of the Utah Municipal Risk Management Association's existence, the Board shall cause to be developed Utah Municipal Risk Management Association By-Laws and a policy and procedure manual to govern the day-to-day operations of the Utah Municipal Risk Management Association. Each Member Municipality shall receive a copy of the By-Laws, policy statement, or manual developed under this Article.~~

ARTICLE 29 (

Notices)

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

ARTICLE 30 (

Amendment)

30.1 ~~This Agreement may be amended at any time by the written approval of all Member Municipalities signatory to it.~~ Except as described in Section 30.2, this First Amended Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be:

(a) submitted, approved, and executed by each Members' governing body and in accordance with Utah Code Ann. §11-13-202(2);

(b) reviewed and approved by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and

(c) filed with the person who keeps each Member's records.

30.2 The Board of Directors may amend this First Amended Agreement without following the procedures of Section 30.1 if the proposed amendment is minor, insignificant, or clerical. The Board's decision to amend this Agreement must be unanimous.

ARTICLE 31 (

Prohibition Against Assignment)

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

ARTICLE 32 (

Severability Clause)

32.1 ~~In the event that~~If any article, provision, clause, or other part of this ~~Agreement~~First Amended Agreement ~~should be~~is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability ~~with respect to~~of other articles, clauses, applications, or occurrences, and this ~~Agreement~~First Amended Agreement is expressly declared to be severable.

ARTICLE 33 (

Agreement Complete)

33.1 The foregoing, along with the Agency's By-Laws, constitute~~s~~ the full and complete a~~A~~greement of the parties. There are no oral understandings or agreements not set forth in either ~~writing herein~~this First Amended Agreement or the Agency's By-Laws.

ARTICLE 34 (Liability and Indemnification)

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

34.2 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted, provided the action was made, taken, or omitted in good-faith.

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

34.4 Agency funds shall be used to defend and indemnify the Agency's Board of Directors, officers, and employees against claims made against them, provided the claims arise out of their operation of, administration of, or involvement with the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

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

~~ADOPTED by Resolution No. 1047-85 . this 1st . day of October , 1985.~~

~~CITY OF OREM~~

~~DeLance W. Squire, Mayor~~

~~Phillip C. Goodrich, City Recorder~~

~~**APPENDIX A**~~

~~**Founding Members**~~

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

~~**APPENDIX A CONTINUED**~~
~~**OTHER MEMBERS AS OF _____**~~

DATE: _____ _____

DATE: _____ By: _____
_____

DATE: _____ By: _____
_____

DATE: _____ By: _____
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DATE: _____ By: _____
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DATE: _____ By: _____
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DATE: _____ _____
By: _____

DATE: _____ _____

By: _____

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE
UTAH RISK MANAGEMENT AGENCY

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FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY

THIS AGREEMENT is made and entered into in the State of Utah among the Members of the Utah Risk Management Agency, a political subdivision of the State of Utah. Each party agrees to abide by the terms of this agreement. The parties to this agreement are collectively referred to as "Members" or "parties" and individually as "Member" or "party."

RECITALS

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

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

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a governmental entity may purchase commercial insurance, self-insure, or self-insure and purchase excess commercial insurance;

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

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Municipal Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections and additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency ("First Amended Agreement").

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

ARTICLE 1 (Definitions)

1.1 The following definitions shall apply to the provisions of this First Amended Agreement:

(a) "Agency" shall mean the Utah Risk Management Agency;

(b) "Board of Directors" or "Board" shall mean the governing body of the Agency;

(c) "Claims" shall mean demands made against the Agency or its Members arising out of occurrences which are within the Agency's Joint Protection Program;

(d) "Excess Insurance" shall mean that insurance which may be purchased on behalf of the Agency to protect the funds of the Utah Risk Management Agency against catastrophes or an unusual frequency of losses during a single year;

(e) "Executive Director" shall mean the person appointed by the Board of Directors who is the chief executive officer of the Agency, and is responsible for, among other things, the management and administration of the Joint Protection Program of the Agency;

(f) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Agency;

(g) "Joint Protection Program" shall mean the program of establishing the risk protection provided for in the First Amended Agreement;

(h) "Risk Coverage" shall mean and include joint protection through a funded program or any commercial insurance contract.

ARTICLE 2 (Purposes)

2.1 This First Amended Agreement is entered into by the Members to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of Members' losses, and to decrease the cost incurred by Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in operating the Utah Risk Management Agency and administering the Joint Protection Program, whereby Members pool their resources to protect against losses and claims, jointly purchase excess insurance (if available) and obtain administrative services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

ARTICLE 3 (Non-Wavier of Immunity)

3.1 It is the express intent of the Members in entering into this First Amended Agreement that they do not waive and are not waiving any immunity or limitation on liability provided to the Members or their officials, employees, or agents by any law, including any such

immunity or limitation appearing in the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 *et seq*.

ARTICLE 4 (Parties to Agreement)

4.1 Each party to this First Amended Agreement certifies that it intends to and does contract with all other Members that are signatories of this First Amended Agreement and, in addition, with such other Members as may later be added to and become signatories of this First Amended Agreement pursuant to Article 23. Each party to this First Amended Agreement also certifies that the deletion of any Member from this First Amended Agreement, pursuant to Articles 24 and 25, shall not affect this First Amended Agreement nor such party's intent to contract with the other Members to the First Amended Agreement then remaining.

ARTICLE 5 (Term of Agreement)

5.1 This First Amended Agreement shall become effective upon:

(a) submission, approval, and execution of this First Amended Agreement by each Member's governing body and in accordance with Utah Code Ann. §11-13-202(2);
(b) review and approval by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
(c) filing of this First Amended Agreement with the person who keeps each Member's records.

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

ARTICLE 6 (Creation of Agency)

6.1 The Utah Risk Management Agency, a separate and independent governmental organization, was formed by agreement by Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-1 *et seq*.

ARTICLE 7 (Powers of Agency)

7.1 The Agency has the powers common to governmental entities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

(a) To make and enter into contracts;
(b) To incur debts, liabilities or obligations;

(c) To acquire, hold, or dispose of: property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(d) To sue and be sued in its own name;

(e) To exercise all powers necessary and proper to carry out the terms and provisions of this First Amended Agreement, or otherwise authorized by law; and

(f) All powers of the Agency shall be exercised pursuant to the terms hereof, the By-Laws, and any governing laws.

ARTICLE 8 (Voting Rights of Members)

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

ARTICLE 9 (Liabilities and Obligations of the Agency)

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

ARTICLE 10 (Board of Directors)

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

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

10.3 In all matters voted upon by the Board of Directors, each member of the Board may cast the same number of votes as the Member they represent can cast under Article 8.

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

11.1 The Board of Directors of the Agency shall have the following powers and duties:

(a) The Board of Directors shall appoint an Executive Director and any other officers as appropriate;

(b) The Board of Directors shall determine and select a Joint Protection Program for the Agency;

(c) The Board of Directors shall determine and select all coverage, including excess insurance (if available), necessary to carry out the Joint Protection Program of the Agency;

(d) The Board of Directors shall have authority to contract for or develop various services for the Agency, including claims adjusting, legal services, loss control, and risk management consulting services;

(e) The Board of Directors shall cause to be prepared the operating budget of the Agency for each fiscal year;

(f) The Board of Directors shall have the authority to appoint committees;

(g) The Board of Directors shall receive and act upon reports of appointed committees and the Executive Director;

(h) The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Agency, including the "borrowing" of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so "borrowed" according to this provision shall be reimbursed by the Agency for that employee's time spent or services rendered on behalf of the Agency;

(i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the Agency;

(j) The Board of Directors shall provide for the investment and disbursement of funds;

(k) The Board of Directors shall receive and review periodic accountings of all funds of the Utah Risk Management Agency;

(l) The Board of Directors shall have the authority to establish contributions by the Members;

(m) The Board of Directors shall have the authority to establish criteria for new Members;

(n) The Board of Directors shall have the authority to admit new members on such terms and conditions as it deems appropriate;

(o) The Board of Directors may establish membership standards that promote commitment to the Agency's risk management requirements;

(p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure consistent with the By-Laws;

(q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;

(r) The Board of Directors shall have other powers and duties that are necessary for the operation or dissolution and winding up of the Utah Risk Management

Agency and for the implementation of the By-Laws subject to the limits of the First Amended Agreement and the By-Laws.

ARTICLES 12 (Meetings of the Board of Directors)

12.1 The Board of Directors shall provide for its regular, adjourned regular, special and adjourned special meetings. Such meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. The Board should hold at least one regular meeting annually.

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

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

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

ARTICLE 13 (Meetings of Members)

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

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

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

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

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

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

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

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

ARTICLE 15 (Joint Protection Program Coverage)

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

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

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

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

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

ARTICLE 16 (Development of the Joint Protection Program)

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

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

ARTICLE 17 (Accounts and Records)

17.1 Annual Budget. The Agency shall annually adopt an operating budget, pursuant to Article 11 of this First Amended Agreement.

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

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

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

ARTICLE 18 (Responsibility for Monies)

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

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

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

ARTICLE 19 (Responsibilities of the Agency)

19.1 The Agency shall have the responsibility to:

(a) Provide coverage as agreed upon and deemed necessary, including a self-protection fund and commercial insurance, as well as excess coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;

(b) Assist Members in obtaining insurance coverage for risks not included within the core coverage of the Agency;

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

ARTICLE 20 (Responsibilities of Members)

20.1 Each Member shall have the responsibility to:

(a) Pay its contribution and any other assessments promptly to the Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date.
(b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time.
(c) Designate a voting representative and alternate for Member meetings. A Member's voting representative must be an elected official, employee or officer of the Member organization but may be changed from time to time. Each Member shall submit in writing the name of their voting representative and alternate to the Board of Directors.
(d) Appoint an employee of the Member to be responsible for the risk management function within that Member organization and to serve as a liaison between the Member and the Agency as to risk management.
(e) Provide the Agency with all information or assistance as may be necessary for the Agency to carry out the Joint Protection Program adopted by the Board of Directors, which includes reporting to the Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Member's accidental loss, and providing the Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties.

(f) Allow the Agency reasonable access to all facilities of the Member organization and all records relating to the operation of the Agency.

(g) Report to the Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the Agency being required to consider a claim against the Member, its agent, officer, or employees, or for casualty losses to the Member's property within the scope of coverage undertaken by the Agency.

(h) Allow attorneys or other persons designated by the Agency to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by the Agency.

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

ARTICLE 21 (Effective Date of the Interlocal Agreement)

(*Intentionally Omitted*)

ARTICLE 22 (Commencement of Operations)

(*Intentionally Omitted*)

ARTICLE 23 (Membership)

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

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

23.3 As set forth in Article 11, the Board of Directors establishes the criteria for new members and has the authority to admit new members on such terms and conditions as it deems appropriate.

ARTICLE 24 (Withdrawal)

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

24.2 After the initial one-year noncancelable membership in the program, a Member may withdraw only at the end of any fiscal year, provided it has given the Agency a twelve-month

written notice of its intent to withdraw from this First Amended Agreement and the Joint Protection Program.

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

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

ARTICLE 25 (Cancellation)

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

ARTICLE 26 (Effect of Withdrawal)

26.1 The withdrawal of any Member form this First Amended Agreement shall not terminate this First Amended Agreement.

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

ARTICLE 27 (Termination and Distribution)

27.1 This First Amended Agreement may be terminated by the written consent of all Members, provided, however, that this First Amended Agreement and the Utah Risk Management Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Utah Risk Management Agency.

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

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

ARTICLE 28 (Provision for By-Laws and Manual)

(*Intentionally Omitted*)

ARTICLE 29 (Notices)

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

ARTICLE 30 (Amendment)

30.1 Except as described in Section 30.2, this First Amended Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be:

(a) submitted, approved, and executed by each Members' governing body and in accordance with Utah Code Ann. §11-13-202(2);
(b) reviewed and approved by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
(c) filed with the person who keeps each Member's records.

30.2 The Board of Directors may amend this First Amended Agreement without following the procedures of Section 30.1 if the proposed amendment is minor, insignificant, or clerical. The Board's decision to amend this Agreement must be unanimous.

ARTICLE 31 (Prohibition Against Assignment)

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

ARTICLE 32 (Severability Clause)

32.1 If any article, provision, clause, or other part of this First Amended Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of other articles, clauses, applications, or occurrences, and this First Amended Agreement is expressly declared to be severable.

ARTICLE 33 (Agreement Complete)

33.1 The foregoing, along with the Agency's By-Laws, constitute the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in either this First Amended Agreement or the Agency's By-Laws.

ARTICLE 34 (Liability and Indemnification)

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

34.2 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted, provided the action was made, taken, or omitted in good faith.

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

34.4 Agency funds shall be used to defend and indemnify the Agency's Board of Directors, officers, and employees against claims made against them, provided the claims arise out of their operation of, administration of, or involvement with the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

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

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

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DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

DATE: _____ _____

By: _____

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:

The Harlan Bangerter Living Trust, dated the 30th day of November, 2006 has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3837 South 3200 West (15-33-302-047).

BACKGROUND:

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

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

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE HARLAN BANGERTER LIVING TRUST FOR PROPERTY LOCATED AT 3837 SOUTH 3200 WEST.

WHEREAS, the Harlan Bangerter Living Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3837 South 3200 West 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, the Harlan Bangerter Living Trust, dated the 30th day of November, 2006, 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
HARLAN L. BANGERTER, AS TRUSTEE

Harlan L Bangerter

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me Harlan L. Bangerter, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee or successor trustee of the Harlan Bangerter Living Trust, dated the 30th day of November, 2006, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

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

Notary Public

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. #**15-33-302-047**

WARRANTY DEED

Harlan L. Bangerter, Trustee of the Harlan Bangerter Living Trust, dated the 30th day of November, 2006, GRANTOR, hereby conveys and warrants 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 **3837 South 3200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the intersection of the easterly right-of-way line of 3200 West Street and the southerly line of 3835 South Street, said point being South 0°00'20" West 355.00 feet and 33.00 feet North 89°59'08" East 33.00 feet from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°59'08" East 7.04 feet along said southerly line; thence 10.48 feet along a non-tangent curve to the left having a radius of 23.00 feet, chord bears South 42°39'11" West 10.39 feet; thence North 0°00'02" East 7.64 feet along the easterly line of said 3200 West Street to the POINT OF BEGINNING. Containing 23 square feet, more or less.

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

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

GRANTOR

_____
Harlan L. Bangerter, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Harlan L. Bangerter**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Harlan Bangerter Living Trust, dated the 30th day of November, 2006**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

_____
Notary Public

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: **#15-33-302-047**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Harlan L. Bangerter, Trustee of the Harlan Bangerter Living Trust, dated the 30th day of November, 2006**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3837 South 3200 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which South 0°00'20" West 355.00 feet, 33.00 feet North 89°59'08" East 33.00 feet and North 89°59'08" East 7.04 feet along the southerly line of 3835 South Street from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°59'08" East 1.00 foot along said southerly line of 3835 South Street; thence South 42°56'01" West 11.80 feet; thence North 0°00'20" East 1.00 foot along the easterly line of 3200 West Street; thence 10.48 feet along a non-tangent curve to the right, having a radius of 23.00 feet, the chord of which is North 42°39'11" East for a distance of 10.39 feet to the POINT OF BEGINNING. Encompassing 12 square feet, more or less.

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

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

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

GRANTOR

_____

Harlan L. Bangerter, Trustee

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Harlan L. Bangerter**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Harlan Bangerter Living Trust, dated the 30th day of November, 2006**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

_____
Notary Public

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. #**15-33-302-047**

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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 hand of said GRANTOR this 13TH day of JULY, 2020.

GRANTOR

Harlan L Bangerter

Harlan L. Bangerter, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me **Harlan L. Bangerter**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Harlan Bangerter Living Trust, dated the 30th day of November, 2006**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

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

Notary Public

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: #**15-33-302-047**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Harlan L. Bangerter, Trustee of the Harlan Bangerter Living Trust, dated the 30th day of November, 2006**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3837 South 3200 West**, for construction and replacement of improvements, said easement being described as follows:

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

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

WITNESSED the hand of said GRANTOR this 13TH day of JULY, 2020.

GRANTOR

Harlan L Bangerter

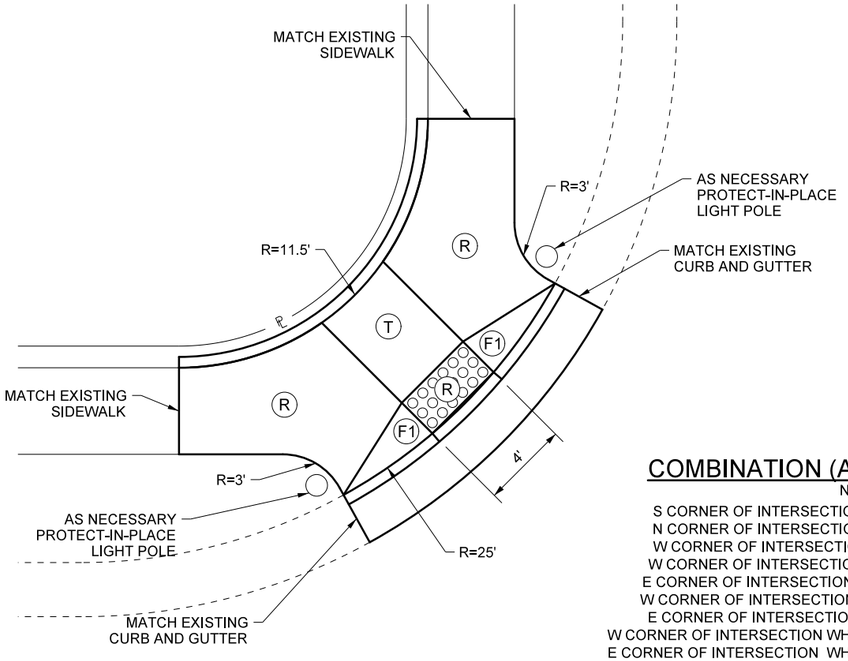
Harlan L. Bangerter, Trustee

State of UTAH)
:ss
County of SALT LAKE)

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

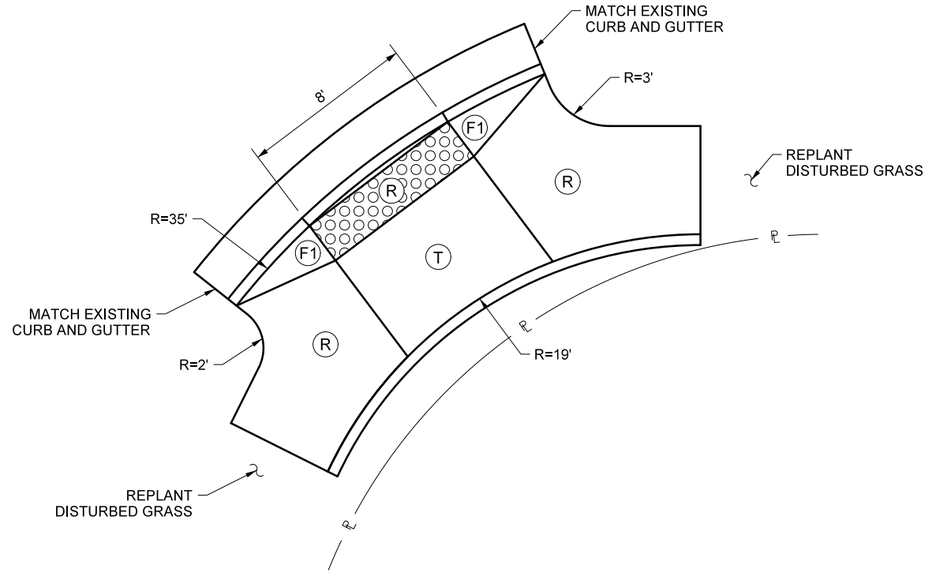
Notary Public



COMBINATION (APEX) RAMP NO. 5

NTS

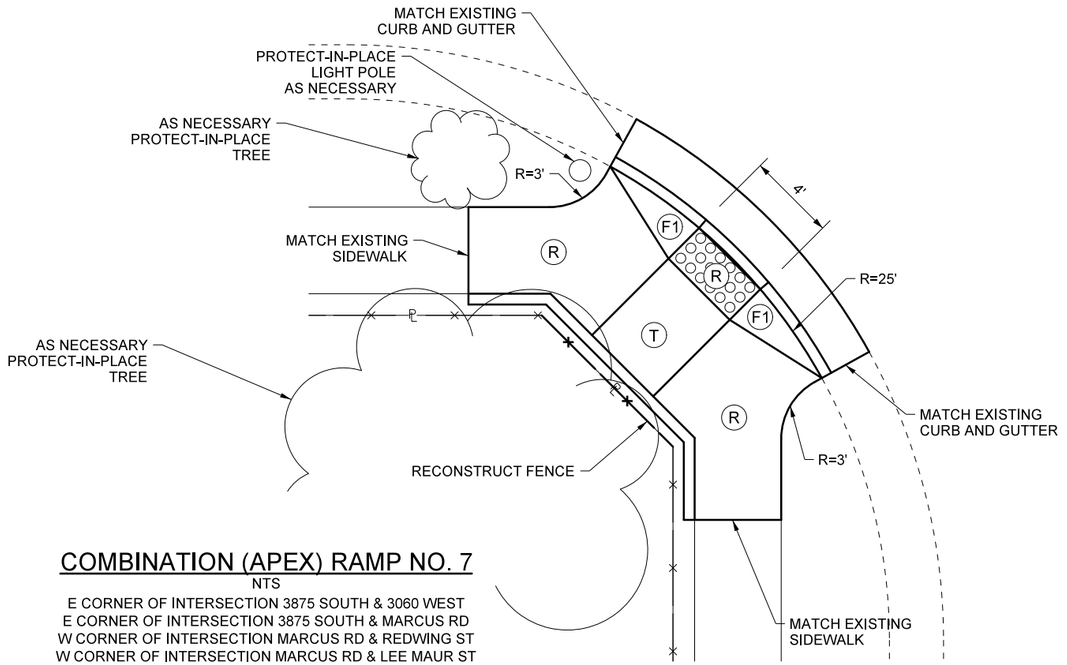
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
N CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
W CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
W CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
E CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
W CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
E CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
E CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
W CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 6

NTS

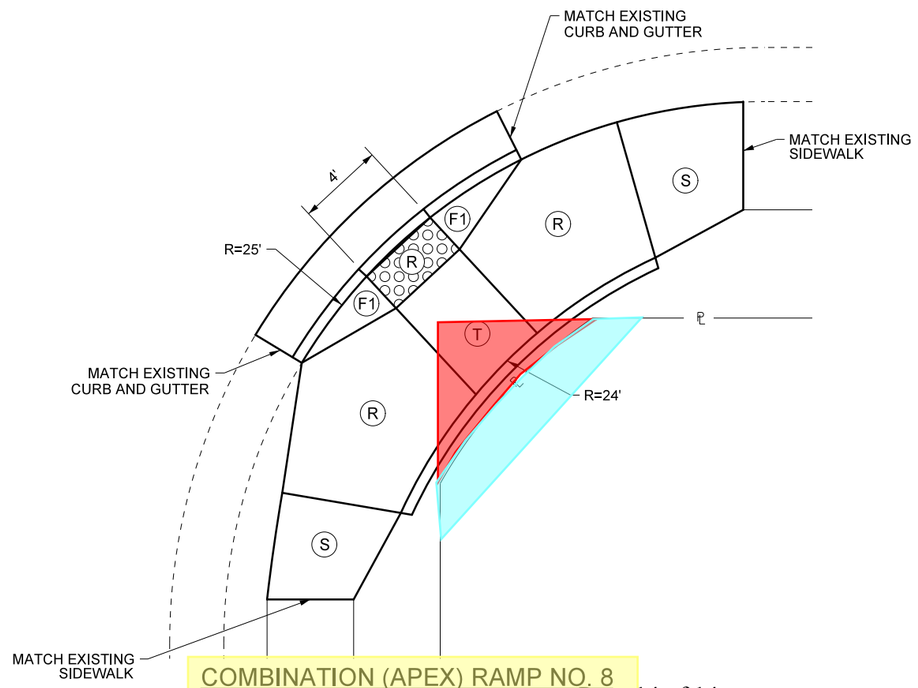
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



COMBINATION (APEX) RAMP NO. 7

NTS

E CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
E CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
W CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2915)
W CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN __ CHECK __
DRAWN __ CHECK __

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

PROFESSIONAL ENGINEER __ DATE __

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 2, 4, 6, 7, 9, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn

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:

The Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992 has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 2829 West 3875 South (15-33-331-011).

BACKGROUND:

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

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

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE SIEGLINDE HEDWIG MARIE DAMMASCHKE ZWICK FAMILY PROTECTION TRUST FOR PROPERTY LOCATED AT 2829 WEST 3875 SOUTH.

WHEREAS, the Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2829 West 3875 South that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this 9 day of July, 2020, Sieglinde Hedwig Marie Dammaschke Zwick and Fred Georg Zwick, Trustees of the Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

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

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

3. The City shall pay 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
SIEGLINDE HEDWIG MARIE DAMMASCHKE ZWICK, TRUSTEE

Sieglinde Hedwig Marie Dammaschke Zwick

GRANTOR
FRED GEORG ZWICK, TRUSTEE

Fred Georg Zwick

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 20 20, personally appeared before me Sieglinde Hedwig Marie Dammaschke Zwick and Fred Georg Zwick, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the trustees of the Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992, and that the foregoing instrument was signed in behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

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. #**15-33-331-011**

WARRANTY DEED

Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992, GRANTOR, hereby conveys and warrants 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 **2829 West 3875 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 28 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 East 10.50 feet along the north line of said lot; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears South 45°00'00" West 14.85 feet; thence North 10.50 feet along the west line of said lot to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 5th day of December, 2020.

GRANTOR

Sieglinde Hedwig Marie Dammaschke Zwick

Sieglinde Hedwig Marie Dammaschke Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Sieglinde Hedwig Marie Dammaschke Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Fred Georg Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Fred Georg Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

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: # **15-33-331-011**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2829 West 3875 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of easement are more particularly described as follows:
>
> Beginning at point East 10.50 feet from the Northwest Corner of Lot 28 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 East 1.00 foot along the north line of said lot; thence South 45°00'00" West 16.26 feet; thence North 1.00 foot along the west line of said lot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 45°00'00" East 14.85 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Sieglinde Hedwig Marie Dammaschke Zwick
Sieglinde Hedwig Marie Dammaschke Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Sieglinde Hedwig Marie Dammaschke Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Fred Georg Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Fred Georg Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-331-011**

WARRANTY DEED

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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 hand of said GRANTOR this 9th day of July, 2020.

GRANTOR

Sieglinde Hedwig Marie Dammaschke Zwick

Sieglinde Hedwig Marie Dammaschke Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Sieglinde Hedwig Marie Dammaschke Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Fred Georg Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Fred Georg Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: # **15-33-331-011**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

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

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Sieglinde Hedwig Marie Dammaschke Zwick
Sieglinde Hedwig Marie Dammaschke Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

On this 9 day of July, 2020, personally appeared before me **Sieglinde Hedwig Marie Dammaschke Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and she acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 9 day of July, 2020.

GRANTOR

Fred Georg Zwick, Trustee

State of Utah)
:ss
County of Salt Lake)

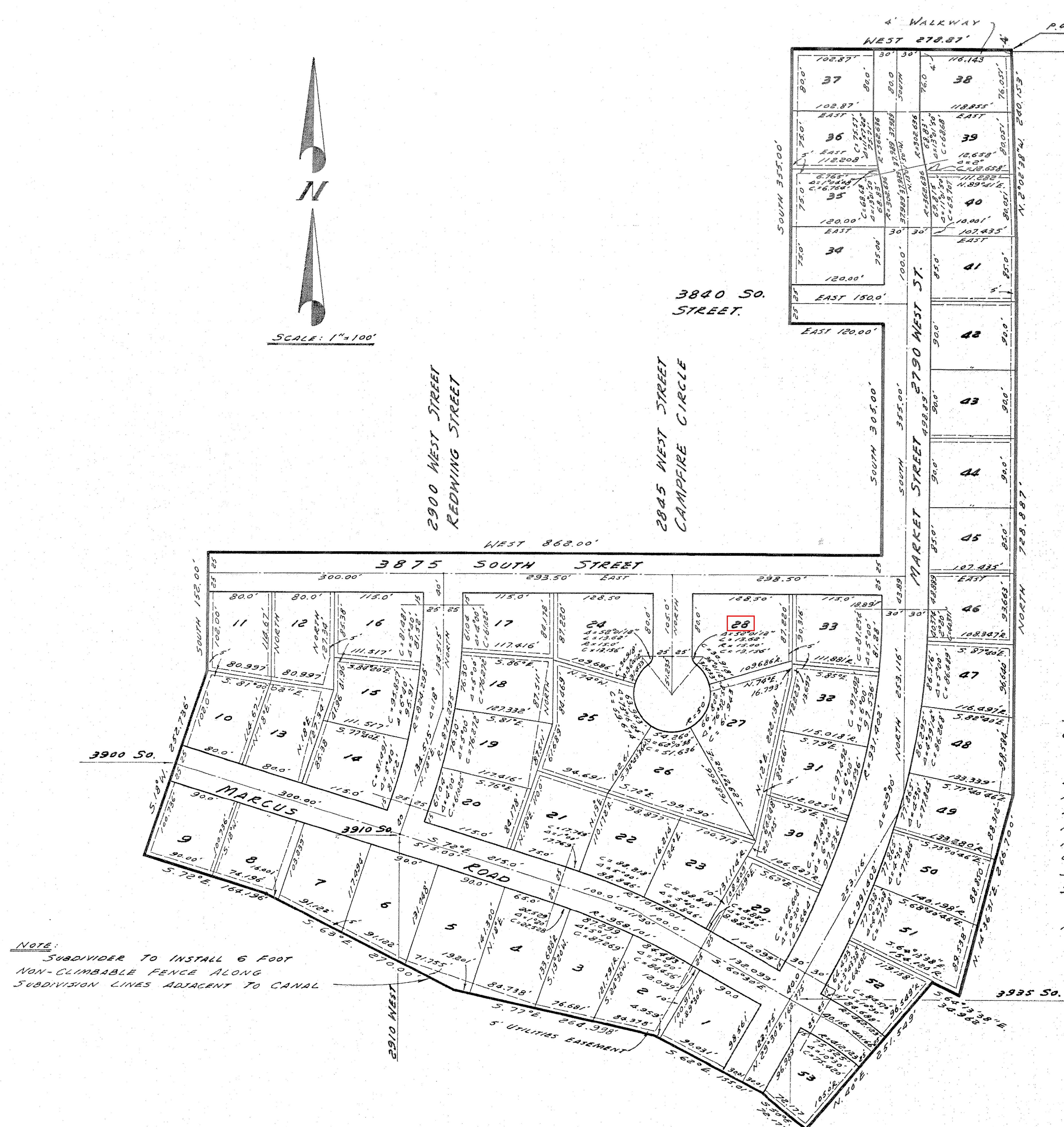
On this 9 day of July, 2020, personally appeared before me **Fred Georg Zwick**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the trustee of the **Sieglinde Hedwig Marie Dammaschke Zwick Family Protection Trust, under Agreement Dated November 12, 1992**, and that the foregoing instrument was signed in behalf of said trust and he acknowledged to me that said trust executed the same.

NOTARY PUBLIC
DEREK JENSEN
711388
MY COMMISSION EXPIRES
MAY 26, 2024
STATE OF UTAH

Notary Public

SALT LAKE COUNTY SURVEYOR STANDARD SUBDIVISION FORM

#3525 ok



ACKNOWLEDGMENT

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

ON THIS 22 DAY OF AUGUST, A.D. 1960, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ESTEL L. WRIGHT, PRESIDENT, AND LEAH M. WRIGHT, SECRETARY OF WRIGHT REALTY, INC., A UTAH CORPORATION, AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY OF WRIGHT REALTY, INC., THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: June 24, 1964

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

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

ON THIS 23rd DAY OF JUNE A.D. 1960 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY ROBERT D. KLEIN, PRESIDENT AND JUANA M. SCOTT, SECRETARY AND TREASURER OF AWARD HOMES INC., A UTAH CORPORATION AND THEY ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY AND TREASURER OF AWARD HOMES INC., THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Dec 11-1961

Nelson Mountain
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY, UTAH.

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

COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS WEST
		343.13' FROM THE CENTER OF SECTION 33, T.1S.,
		R.1W., S.L. B.&M. RUNNING; THENCE
WEST	278.87'	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.62°E.	155.01'	THENCE
S.50°E.	72.177'	THENCE
N.40°E.	251.549'	THENCE
S.64°13'38"E.	34.962'	THENCE
N.14°36'31"E.	266.700'	THENCE
NORTH	728.887'	THENCE
N.2°02'38"W.	240.153'	TO THE POINT OF BEGINNING

JUNE, 1960
DATE

(Seal: REGISTERED LAND SURVEYOR No. 1929 Charles V. King STATE of UTAH)
Charles V. King

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 23RD day of AUGUST A.D., 1960

AWARD HOMES INC.

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

Orlyn Udell Bennion
Mary Thelma Bennion

WRIGHT REALTY, INC.

Estel L. Wright — ESTEL L. WRIGHT, PRESIDENT
Leah M. Wright — LEAH M. WRIGHT, SECRETARY

ACKNOWLEDGMENT

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

On the 23rd 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 signer(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 Nelson Mountain
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 1, AMENDED

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

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 21 ST. DAY OF July A.D., 19 60

Harlo ? Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12Th DAY OF July A.D., 1960, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John D. Hill
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.

Sept. 6, 1960
DATE

Ernest M. Whitten
Deputy
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 19th DAY OF September A.D., 1960

Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

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

ATTEST: SALT LAKE COUNTY CLERK
CHAIRMAN, BD OF SALT LAKE CO. COMM.

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

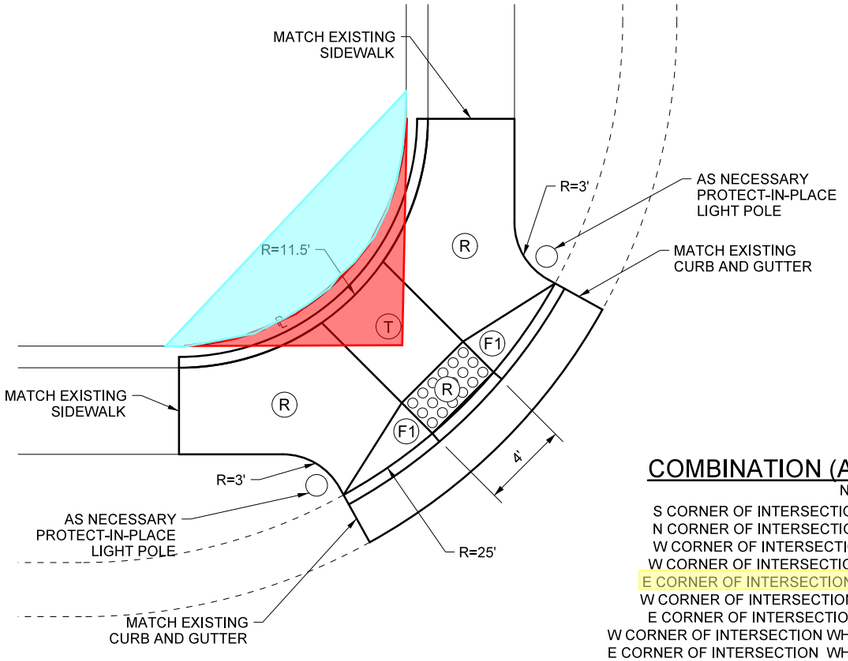
35.25
FEE $

NELLIE M. JACK, Recorder Salt Lake County, Utah
George Fodisham Deputy
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1955.

"SALT LAKE BLUE" IMPERIAL

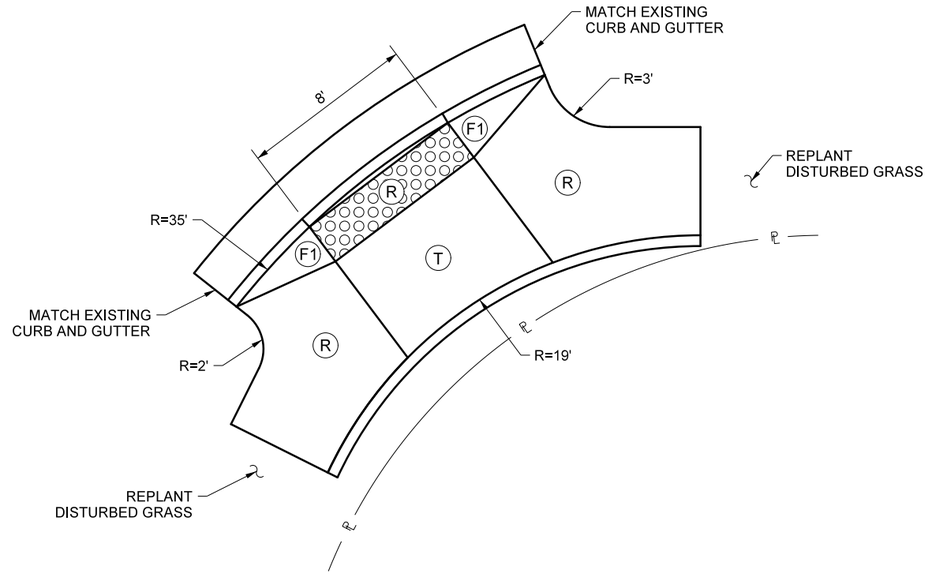
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COMBINATION (APEX) RAMP NO. 5

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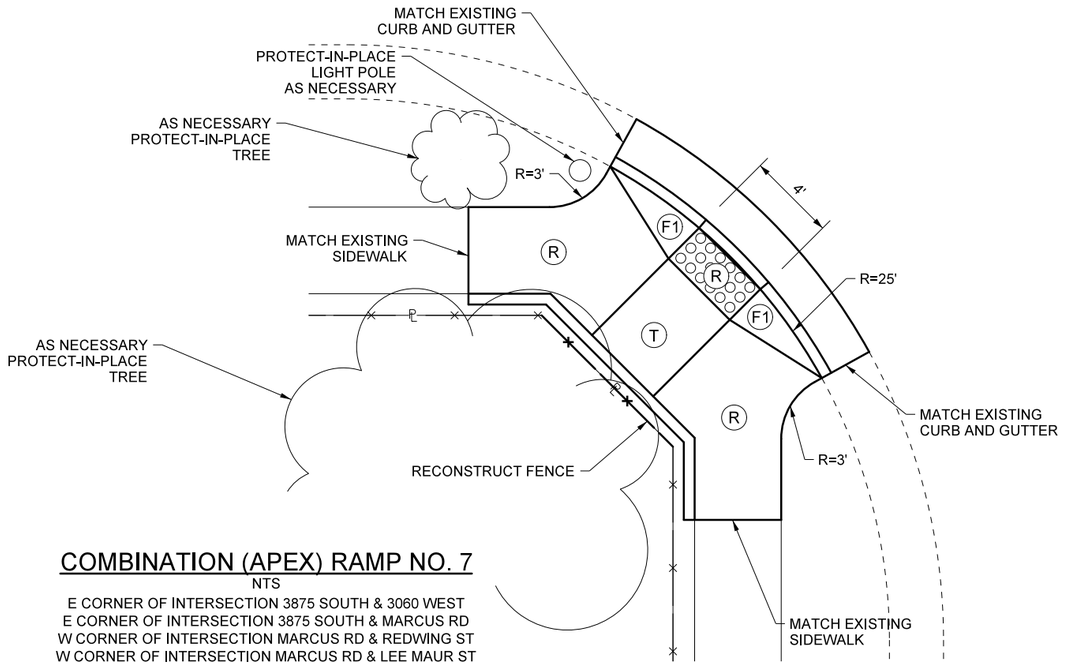
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
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E CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
E CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
W CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 6

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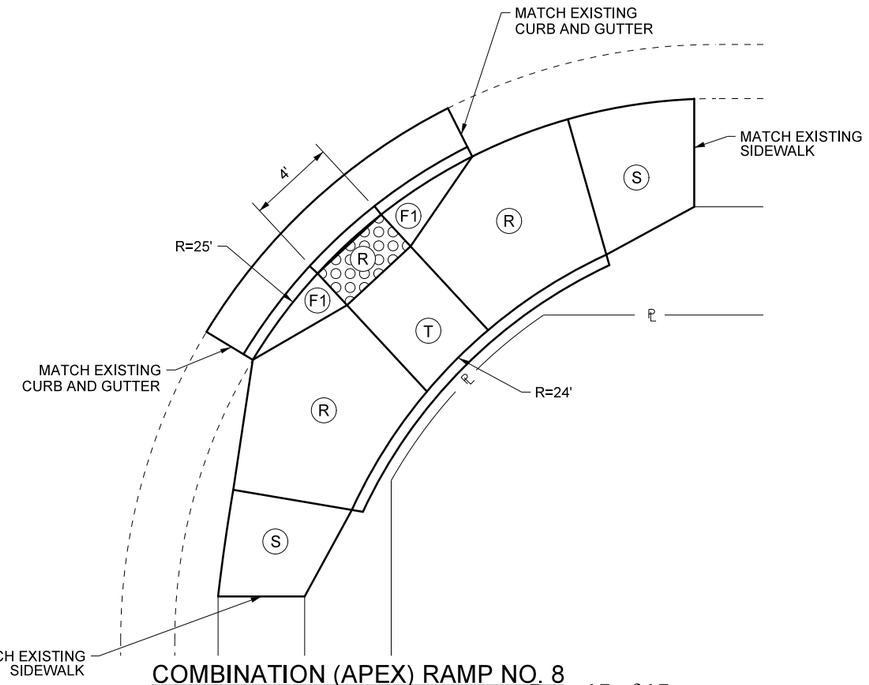
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W CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2915)
W CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN __ CHECK __
DRAWN __ CHECK __

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

PROFESSIONAL ENGINEER DATE

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 2, 4, 6, 7, 9, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn

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:

Rodolfo Gomez has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 4003 S. Market Street (15-33-379-005).

BACKGROUND:

The Rodolfo Gomez 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.

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 RODOLFO GOMEZ FOR PROPERTY LOCATED AT 4003 SOUTH MARKET STREET.

WHEREAS, Rodolfo Gomez (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 4003 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, Rodolfo Gomez (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
RODOLFO GOMEZ

Rodolfo Gomez

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me Rodolfo Gomez, 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
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

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. #**15-33-379-005**

WARRANTY DEED

Rodolfo Gomez, married, GRANTOR, hereby conveys and warrants 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 **4003 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 southwest corner of Lot 63, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence North 10.50 feet along the west line of said lot; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears South 45°00'00" East 14.85 feet; thence West 10.50 feet along the south line of said lot to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

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

GRANTOR

_____

Rodolfo Gomez

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Rodolfo Gomez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
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: #**15-33-379-005**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Rodolfo Gomez, married**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **4003 S. Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement upon part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is North 0°00'00" East a distance of 10.50 feet from the southwest corner of Lot 63, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence North 1.00 foot; thence South 45°00'00" East 16.26 feet; thence West 1.00 foot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 45°00'00" West 14.85 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

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

GRANTOR

_____

Rodolfo G. Gomez

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Rodolfo Gomez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

_____
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

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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 hand of said GRANTOR this 8TH day of OCT, 2020.

GRANTOR

Rodolfo Gomez

Rodolfo Gomez

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me **Rodolfo Gomez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-379-005**

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

WITNESSED the hand of said GRANTOR this 8TH day of JULY, 2020.

GRANTOR

Rodolfo Gomez

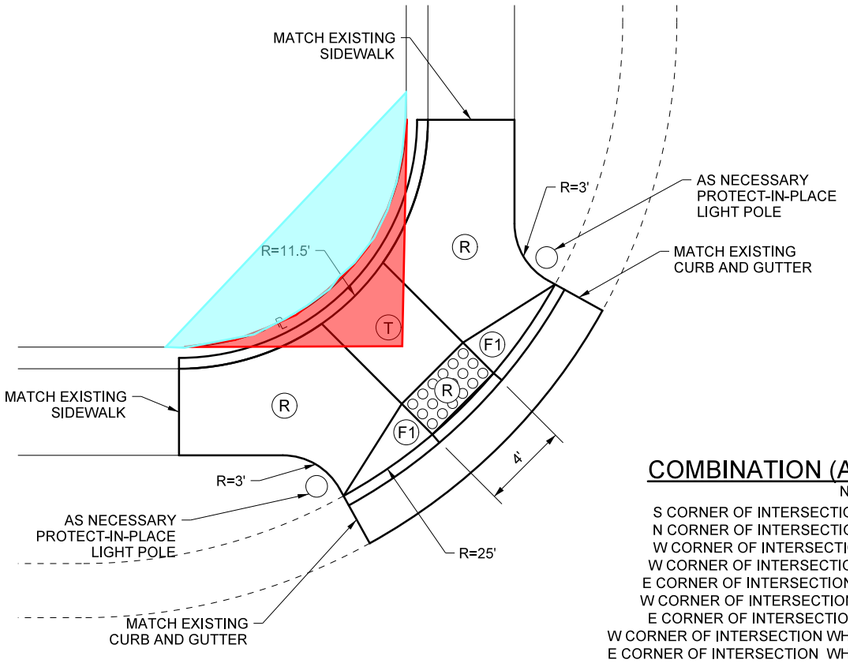
Rodolfo G. Gomez

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me **Rodolfo Gomez,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

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

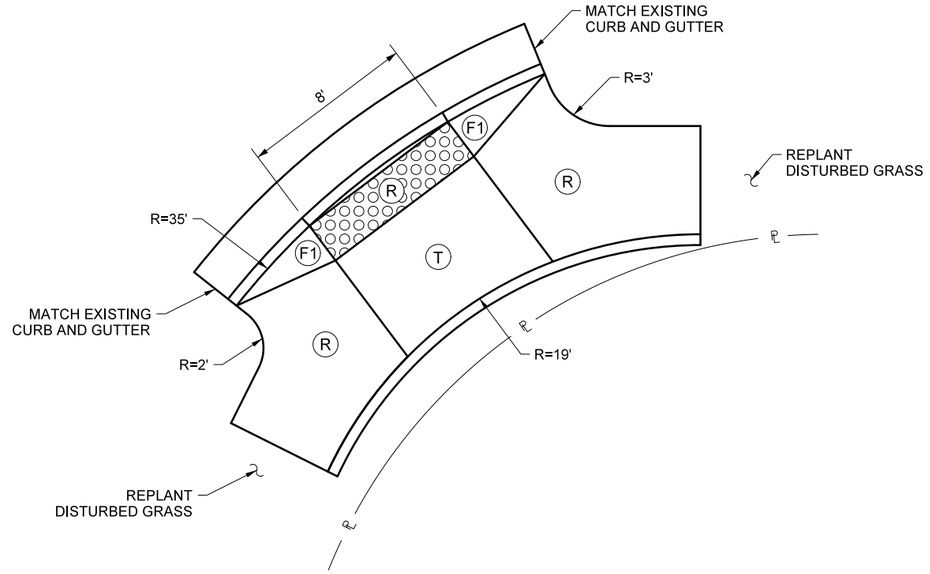
Notary Public



COMBINATION (APEX) RAMP NO. 5

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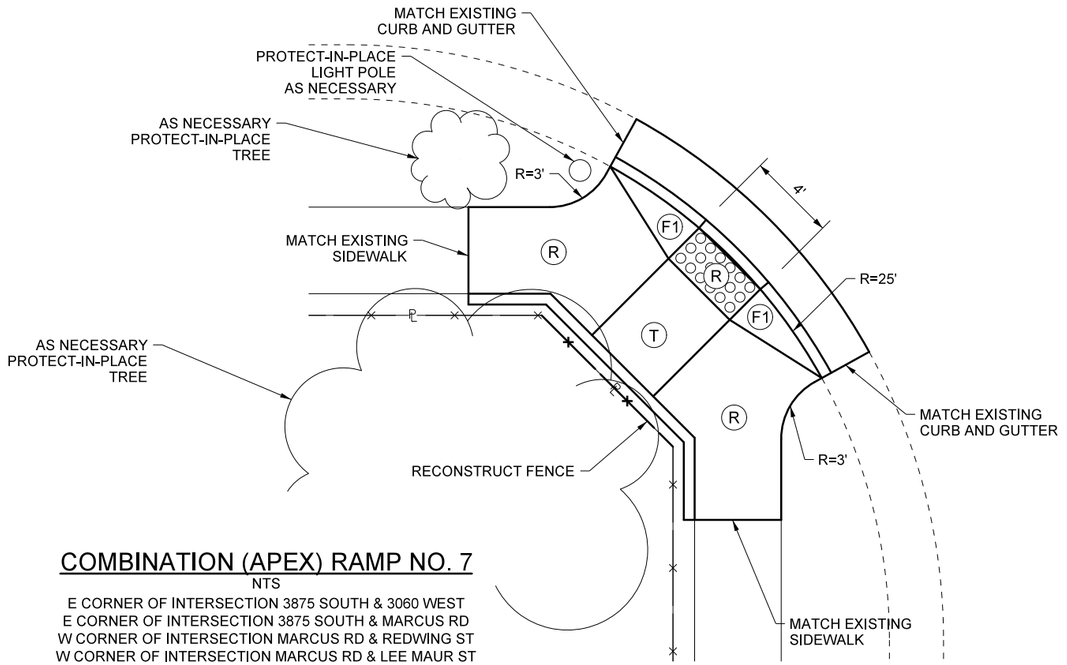
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COMBINATION (APEX) RAMP NO. 6

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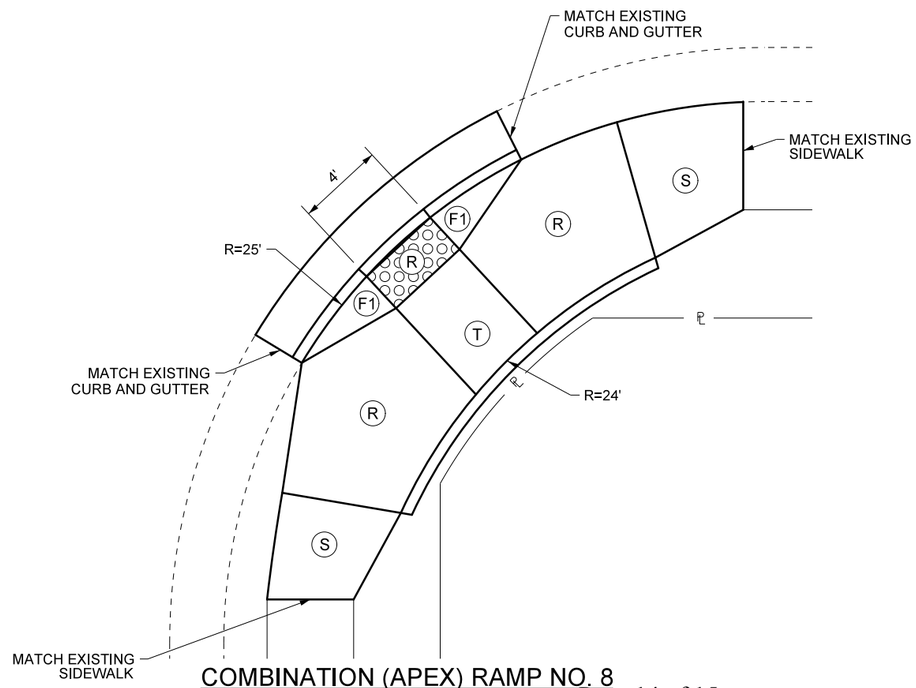
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



COMBINATION (APEX) RAMP NO. 7

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COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN __ CHECK __
DRAWN __ CHECK __

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

PROFESSIONAL ENGINEER DATE

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 2, 4, 6, 7, 9, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn

#51.00

ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: April 1, 1962

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

ACKNOWLEDGMENT

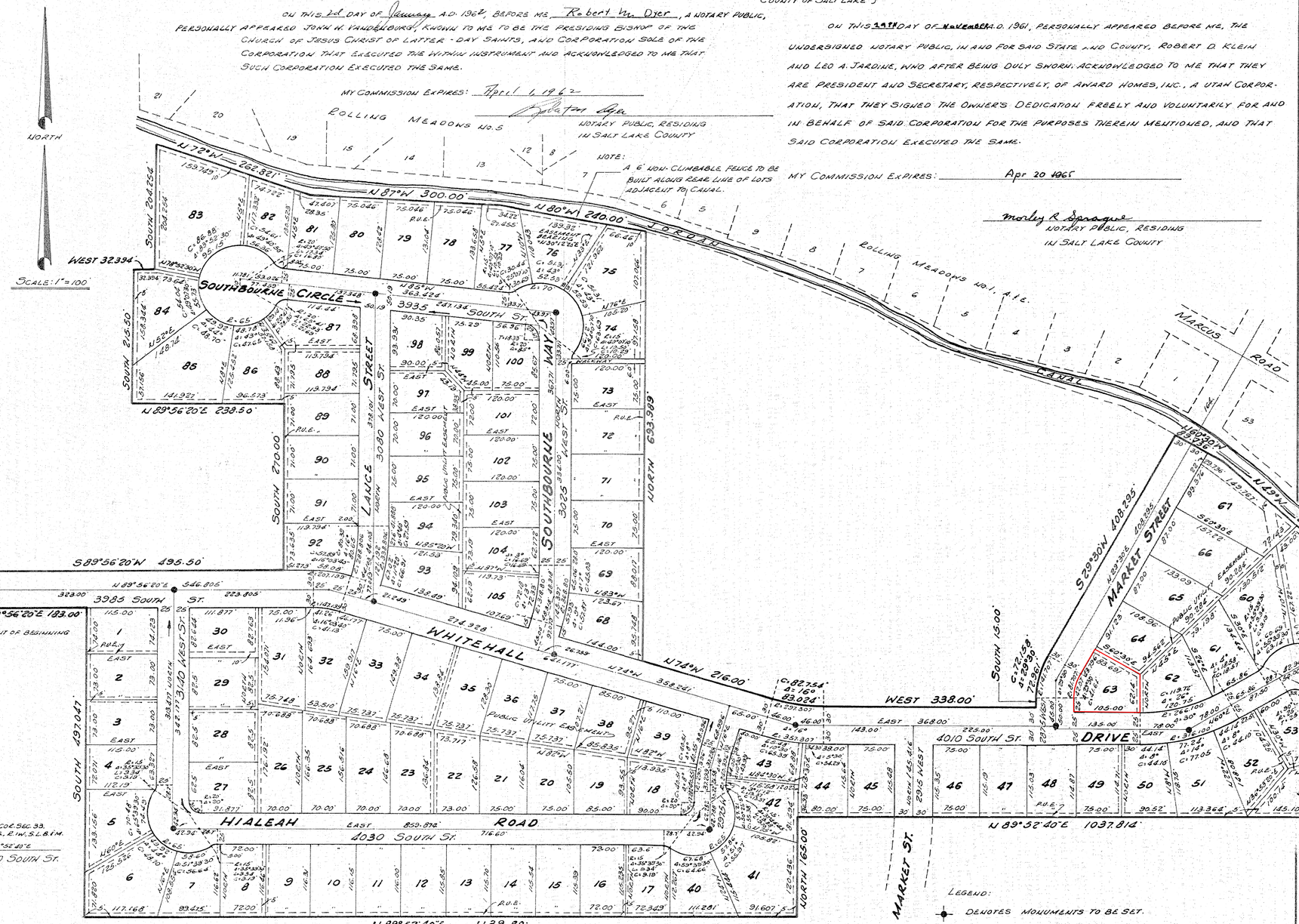
STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 24TH DAY OF NOVEMBER A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ROBERT D. KLEIN AND LEO A. JARDINE, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY, OF AWARD HOMES, INC., A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

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



SURVEYOR'S CERTIFICATE

I, CHARLES V. 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. 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING NORTH 992.248' FROM THE S.W.COR. SEC. 33, T.1S., R.1W., S.L.B.&M.; THENCE
N89°56'20"E	183.00'	FEET; THENCE
SOUTH	491.041'	FEET; THENCE
N89°52'40"E	1139.88'	FEET; THENCE
NORTH	165.00'	FEET; THENCE
N89°52'40"E	1037.814'	FEET; THENCE
NORTH	106.535'	FEET; THENCE
N21°W	180.00'	FEET; THENCE
N36°W	127.00'	FEET; THENCE
N43°W	233.00'	FEET; THENCE
N60°30'W	89.136'	FEET; THENCE S 29°30' W 408.295 FEET; THENCE SOUTHERLY ALONG A 181.707
		RADIUS CURVE LEFT 72.961 FEET; THENCE SOUTH 15.00 FEET; THENCE WEST
		338.00 FEET; THENCE WESTERLY ALONG A 291.307 RADIUS CURVE RIGHT
		83.024 FEET; THENCE N 74°W 216.00 FEET; THENCE
NORTH	693.989'	FEET; THENCE
N80°W	240.00'	FEET; THENCE
N87°W	300.00'	FEET; THENCE
N72°W	262.821'	FEET; THENCE
SOUTH	204.254'	FEET; THENCE WEST 32.394 FEET; THENCE SOUTH 215.50 FEET; THENCE
N89°56'20"E	238.50'	FEET; THENCE
SOUTH	270.00'	FEET; THENCE
S89°56'20"W	495.50'	FEET; THENCE
SOUTH	60.00'	FEET TO THE POINT OF BEGINNING.

Nov. 16, 1961
DATE

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

OWNER'S DEDICATION

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

DO HEREBY ROLLING MEADOWS NO. 6

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

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

AWARD HOMES, INC.

Orlyn Odell Bennion

Robert D. Klein
ROBERT D. KLEIN, PRESIDENT

Leo A. Jardine Jr.
LEO A. JARDINE, SECRETARY

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints
Corporation Sole

Orlyn Odell Bennion
Marma L. Bennion
Ella P. Bennion
Thelma B. Bennion
Arthur B. Bennion

Byron S. Bennion Thelma L. Bennion

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

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

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 6

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

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 22nd DAY OF DEC. A.D., 1961

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

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 12th DAY OF December A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

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

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 14, 1962
DATE

Roscoe Beers
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 5th DAY OF March A.D., 1962

Gerald E. Mullen
Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 5th DAY OF March A.D., 1962 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Allen Huddington
SALT LAKE COUNTY CLERK

W. "Jack" Prado
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1831655

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

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

51.00 FEE $

Lyle R. Nicholes
SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL

997-6

Item #:	
Fiscal Impact:	$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:

Barbara J Sorensen has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3470 S. Beaver Street (15-28-354-036).

BACKGROUND:

The Barbara J Sorensen 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.

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.

An Affidavit of Barbara J Sorensen is also included and will need to be recorded sequentially before the Warranty Deed and the Grant of Temporary Construction Easement.

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 BARBARA SORENSON FOR PROPERTY LOCATED AT 3470 SOUTH BEAVER STREET.

WHEREAS, Barbara Sorenson (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3470 South Beaver 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, Barbara J. Sorensen, 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)

BARBARA J. SORENSEN

Barbara J. Sorensen

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me Barbara J. Sorensen, 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
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Steven J. Dale

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

Portion of PARCEL I.D. #**15-28-354-036**

WARRANTY DEED

Barbara J Sorensen (having taken title as Barbarar J Sorensen), GRANTOR, hereby conveys and warrants 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 **3470 S. Beaver Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Commencing at the Southwest Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'20" East 736.95 feet; thence North 173 feet, thence North 60.00 feet; thence North 89°53'20" East 150 feet, more or less to point at the intersection of the west boundary line of Beaver Street and the south boundary line of Beaver Circle, being the POINT OF BEGINNING; thence South 10.52 feet along said west line of Beaver Street; thence 16.51 feet along a curve to the left having a radius of 10.50 feet, chord bears North 45°03'20" West 14.86 feet; thence North 89°53'20" East 10.52 feet along the southerly line of Beaver Circle to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

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

GRANTOR

_____

Barbara J Sorensen

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Barbara J Sorensen (aka Barbarar J Sorensen)**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

_____
Notary Public

EXHIBIT B

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: #**15-28-354-036**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Barbara J Sorensen (having taken title as Barbarar J Sorensen)**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3470 S. Beaver Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 28, 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:
>
> Commencing at the Southwest Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'20" East 736.95 feet; thence North 173 feet, thence North 60.00 feet; thence North 89°53'20" East 150 feet, more or less to point at the intersection of the west boundary line of Beaver Street and the south boundary line of Beaver Circle; thence South 10.52 feet along the west line of Beaver Street to the POINT OF BEGINNING; thence South 1.00 foot; thence North 45°03'20" West 16.28 feet; thence North 89°53'20" East 1.00 foot along the south line of Beaver Circle; thence 16.51 feet along a curve to the right having a radius of 10.50 feet, chord bears South 45°03'20" East 14.86 feet to the POINT OF BEGINNING. Encompassing 43 square feet, more or less.

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

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

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

GRANTOR

_____

Barbara J Sorensen

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Barbara J Sorensen (aka Barbarar J Sorensen)**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
Barbara Sorensen
3316 West 4305 South
West Valley City, Utah 84119

AFFIDAVIT OF BARBARA J SORENSEN

I, **Barbara J Sorensen (having taken title as Barbarar J Sorensen)**, the undersigned, being of legal age and being duly sworn, hereby depose and say as follows:

Boyce Richard Sorensen, the decedent in the attached certified copy of Certificate of Death, is the same person as the **Boyce R Sorensen** named as a grantee of certain property conveyed in that certain **Warranty Deed** recorded in Book **9818** at Page **8121**, as Entry No. **10935789** in the office of the Salt Lake County Recorder, located in the County of Salt Lake, State of Utah, and described as follows:

> BEGINNING at a point which is North 89°53'20" East a distance of 736.95 feet North a distance of 173 feet from the Southwest comer of Section 28, Township 1 South, Range 1 West, Salt Lake Meridian; thence **North** a distance of 60 feet; thence North 89°53'20" East a distance of 150 feet, more or less, to the West boundary line of Beaver Street; thence along said boundary South a distance of 60 feet; thence South 89°53'20" West a distance of 150 feet to the point of BEGINNING.

Parcel No. 15-28-354-036

Dated this 8TH day of JULY, 2020.

Barbara J Sorensen

Barbara J Sorensen

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me **Barbara J Sorensen**, whose identity is personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

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

Notary Public

STATE OF UTAH

CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2020001899

Boyce Richard Sorensen

DECEDENT INFORMATION

Date of Death:	February 3, 2020	Time of Death:	17:30
City of Death:	West Valley City	County of Death:	Salt Lake
Age:	79	Date of Birth:	November 18, 1940
Place of Birth:	Spring City, Utah	Sex:	Male
Armed Services:	No	Marital Status:	Married
Spouse's Name:	Barbara Jean Skelton	Usual Occupation:	Refinery
Industry/Business:	Minning	Education:	Bachelor's Degree
Residence:	West Valley City, Utah	Parent or Father:	Peter Richard Sorensen
Parent or Mother:	Madge Christensen	Facility Type:	Home
Facility or Address:	3316 West 4305 South		

INFORMANT INFORMATION

Name:	Barbara J Sorensen	Relationship:	Wife
Mailing Address:	3316 West 4305 South, West Valley City, Utah 84119		

DISPOSITION INFORMATION

Method of Disposition:	Burial
Place of Disposition:	Spring City City Cemetery, Spring City, Utah
Date of Disposition:	February 8, 2020

FUNERAL HOME INFORMATION

Funeral Home:	Premier Funeral Services
Address:	67 East 8000 South, Midvale, Utah 84047
Funeral Director:	J Heath Holverson

MEDICAL CERTIFICATION

Medical Professional: Anna C Beck MD, 6949 South High Tech Drive, Midvale, Utah 84047

CAUSE OF DEATH

Adult Failure To Thrive

Due to (or as a consequence of): Metastatic Cancer Of Unknown Primary

Tobacco Use: Non-user

Medical Examiner Contacted: No Autopsy Performed: No Manner of Death: Natural

Date Registered: February 11, 2020

Date Issued: February 11, 2020

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: High Resolution Border, V & R images in top cycloids, and microtext.
This document displays the date, seal, and signature of the Utah State Registrar of Vital Records and Statistics.

Linda S. Wininger LCSW
State Registrar
Rev. 4/19

066143884

Gary L. Edwards
Director/Health Officer
County/District Health Department

SALT LAKE COUNTY HEALTH DEPARTMENT

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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. #**15-28-354-036**

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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 hand of said GRANTOR this 8TH day of JULY, 2020.

GRANTOR

Barbara J Sorensen

Barbara J Sorensen

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before **Barbara J Sorensen (aka Barbarar J Sorensen)**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-28-354-036**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

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WITNESSED the hand of said GRANTOR this 8TH day of JULY, 2020.

GRANTOR

Barbara J Sorensen

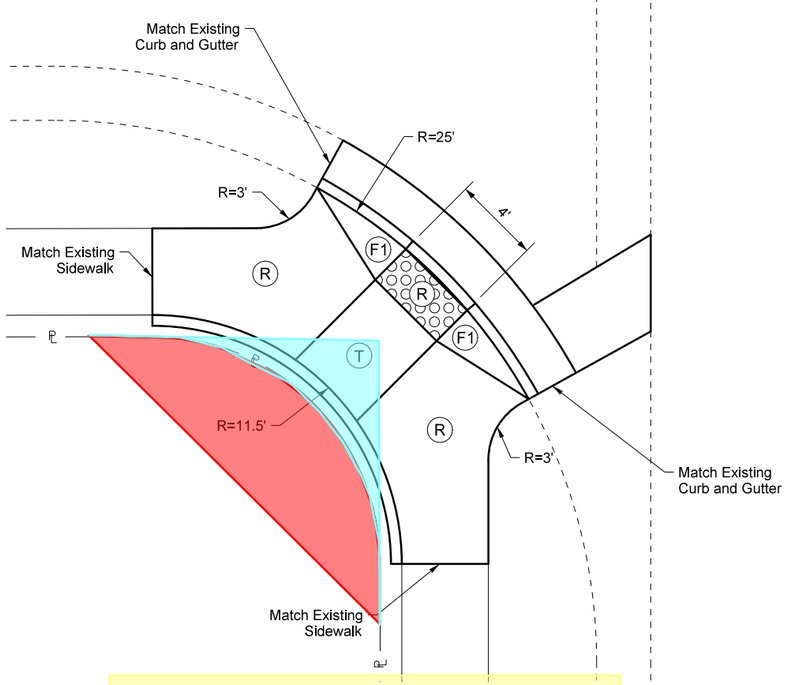
Barbara J Sorensen

State of UTAH)
:ss
County of SALT LAKE)

On this 8TH day of JULY, 2020, personally appeared before me **Barbara J Sorensen (aka Barbarar J Sorensen)**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

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

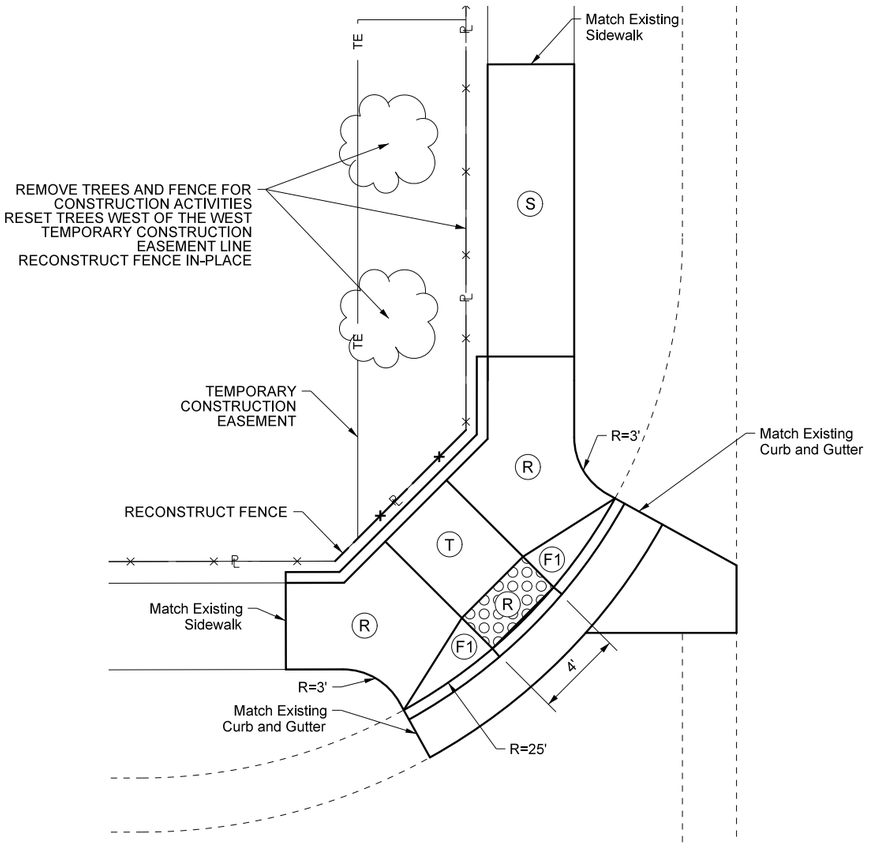
Notary Public



COMBINATION (APEX) RAMP NO. 1

NTS

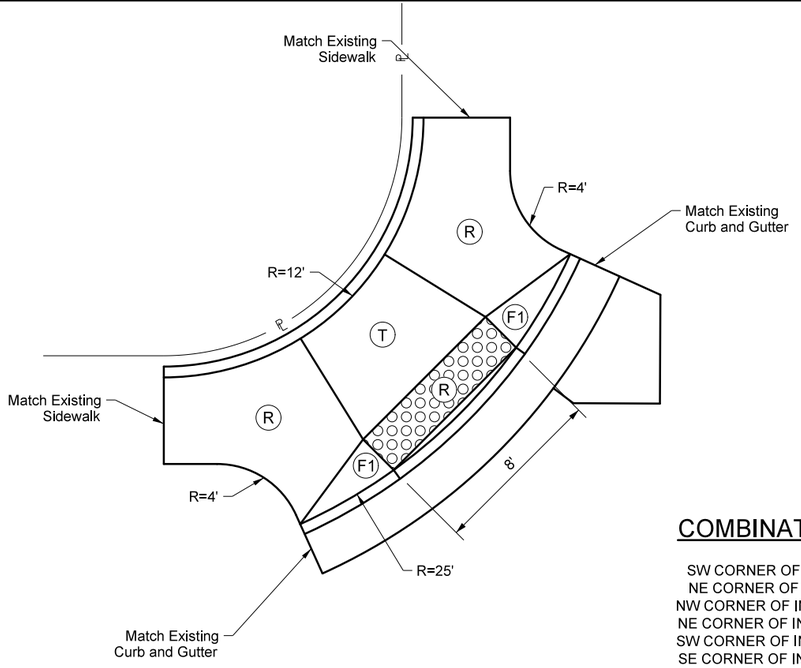
S CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



COMBINATION (APEX) RAMP NO. 2

NTS

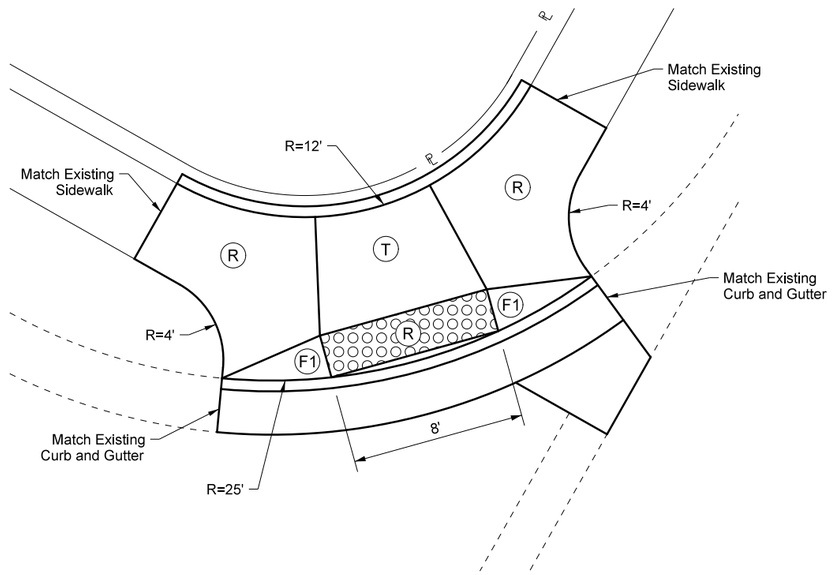
N CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



COMBINATION (APEX) RAMP NO. 3

NTS

SW CORNER OF INTERSECTION MARKET & MARCUS RD
NE CORNER OF INTERSECTION MARKET & MARCUS RD
NW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
NE CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SE CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SW CORNER OF INTERSECTION 3875 SOUTH & REDWING ST
SE CORNER OF INTERSECTION 3875 SOUTH & REDWING ST
NE CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST
SW CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST



COMBINATION (APEX) RAMP NO. 4

NTS

NW CORNER OF INTERSECTION MARCUS RD & MARKET ST

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN _____ CHECK _____

DRAWN _____ CHECK _____

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

PROFESSIONAL ENGINEER _____ DATE _____

DESIGN

2020 ASPHALT OVERLAY PROJECT

SCHEDULE NO. 1, 2, 4, 8

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-1

1/14/2020 8:33:53 AM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-Drawings\Plan Set\DT-1 CCR-453.dgn

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:

Nam Huynh and Ying Luo have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3448 S. Beaver Street (15-28-354-025).

BACKGROUND:

The Nam Huynh and Ying Luo 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 for other properties in the neighborhood.

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 NAM HUYNH AND YING LUO FOR PROPERTY LOCATED AT 3448 SOUTH BEAVER STREET.

WHEREAS, Nam Huynh and Ying Luo (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3448 South Beaver 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, Nam Huynh and Ying Luo (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
NAM HUYNH

YING LUO

Ying Luo

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of JULY, 2020, personally appeared before me Nam Huynh and Ying Lou, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

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

Notary Public

GRANTEE
MAYOR

ATTEST:

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. #**15-28-354-025**

WARRANTY DEED

Nam Huynh and Ying Luo, husband and wife, as joint tenants with full rights of survivorship, 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 **3448 S. Beaver Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in feet, being part of an entire tract of property located in the Southwest Quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 1, Westbrook Estates, according to the official plat thereof as recorded in Book AA at Page 17 in the office of the Salt Lake County Recorder, and running thence South 89°53'20" West 6.00 feet along the southerly line of said lot; thence North 44°56'39" East 8.49 feet; thence South 6.00 feet along the easterly line of said lot to the POINT OF BEGINNING. Containing 18 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

_____
Nam Huynh

GRANTOR

_____
Ying Luo

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Nam Huynh** and **Ying Luo,** 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: #**15-28-354-025**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Nam Huynh and Ying Luo, husband and wife, as joint tenants with full rights of survivorship**, 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 **3448 S. Beaver Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are described as follows:
>
> Beginning at a point South 89°53'20" West 6.00 feet from the Southeast Corner of Lot 1, Westbrook Estates, according to the official plat thereof as recorded in Book AA at Page 17 in the office of the Salt Lake County Recorder, and running thence South 89°53'20" West 3.50 feet along the southerly line of said lot; thence North 44°56'39" East of 4.95 feet; thence North 21.51 feet; thence East 6.00 feet; thence South 19.00 feet along the easterly line of said lot; thence South 44°56'39" West 8.49 feet to the POINT OF BEGINNING. Encompassing 138 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

_____
Nam Huynh

GRANTOR

_____
Ying Luo

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Nam Huynh** and **Ying Luo,** 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. #**15-28-354-025**

WARRANTY DEED

Nam Huynh and Ying Luo, husband and wife, as joint tenants with full rights of survivorship, 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 **3448 S. Beaver Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in feet, being part of an entire tract of property located in the Southwest Quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 1, Westbrook Estates, according to the official plat thereof as recorded in Book AA at Page 17 in the office of the Salt Lake County Recorder, and running thence South 89°53'20" West 6.00 feet along the southerly line of said lot; thence North 44°56'39" East 8.49 feet; thence South 6.00 feet along the easterly line of said lot to the POINT OF BEGINNING. Containing 18 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 14TH day of July, 2020.

GRANTOR

Nam Huynh

GRANTOR

Ying Luo

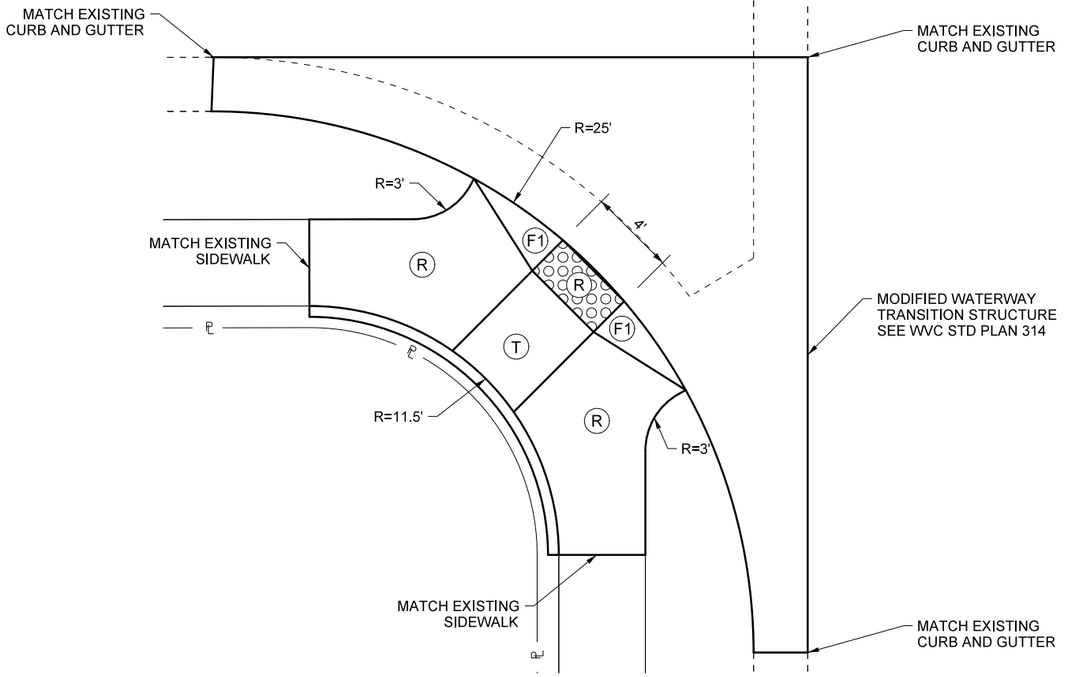
Ying Luo

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of JULY, 2020, personally appeared before me **Nam Huynh** and **Ying Luo,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

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

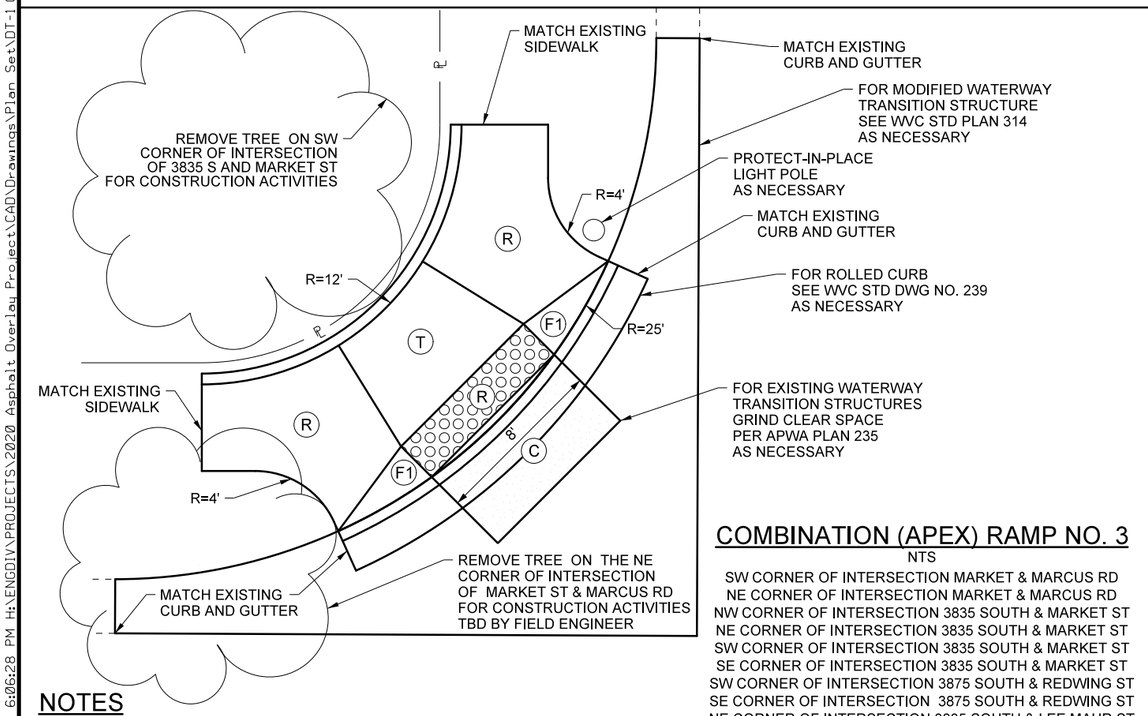
Notary Public



COMBINATION (APEX) RAMP NO. 1

NTS

S CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



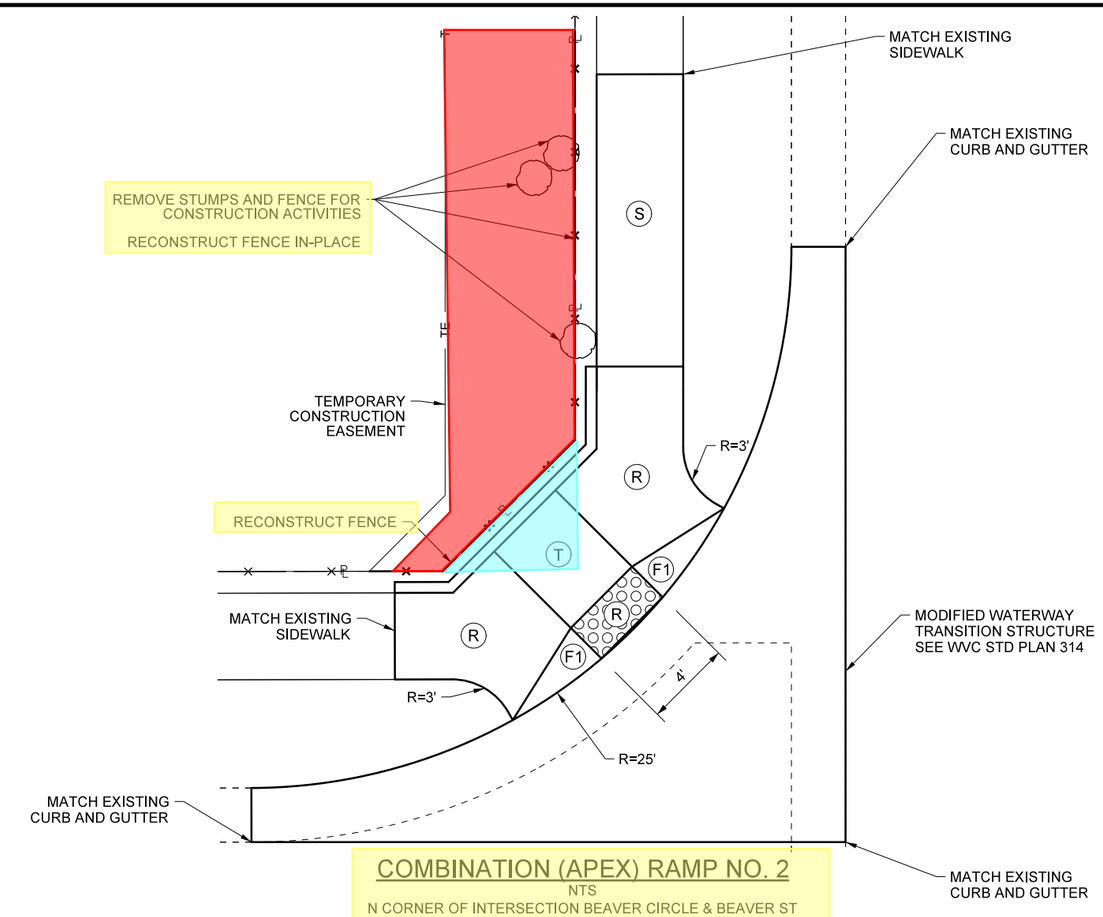
COMBINATION (APEX) RAMP NO. 3

NTS

SW CORNER OF INTERSECTION MARKET & MARCUS RD
NE CORNER OF INTERSECTION MARKET & MARCUS RD
NW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
NE CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
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NE CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST
SW CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST

NOTES

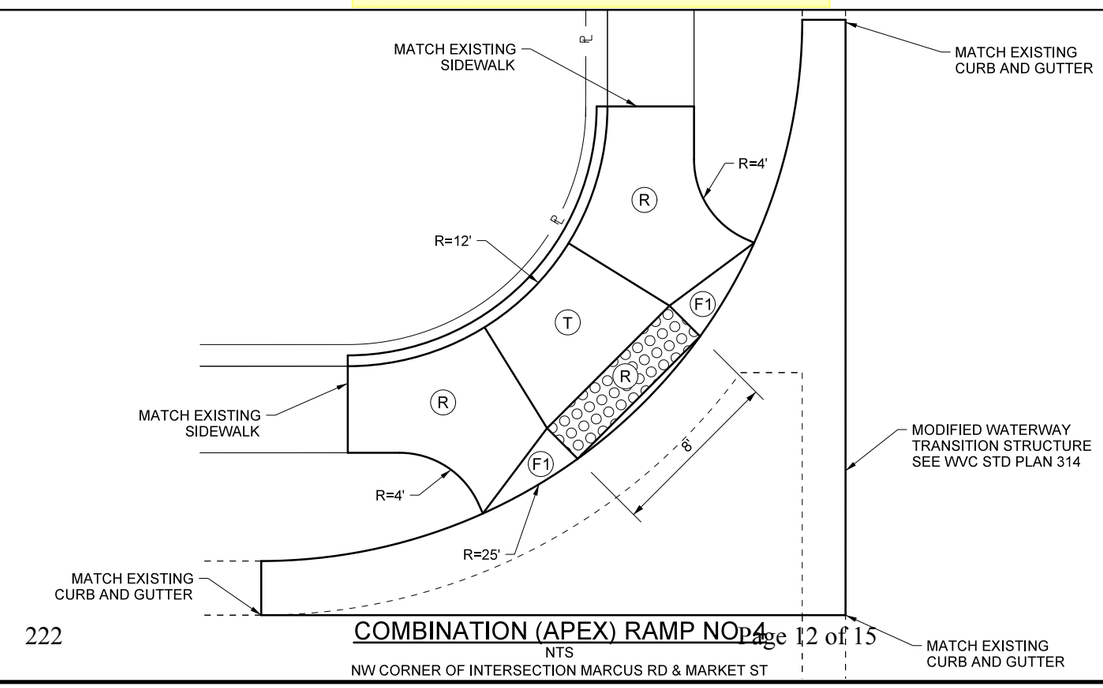
1. AS NECESSARY, SIGNS ARE RELOCATED WITHIN PARKSTRIP AND OUTSIDE OF PEDESTRIAN ACCESS RAMPS AND SIDEWALK.
2. REPLACE CURB AND GUTTER TO FLARES. EXISTING CURB AND GUTTER REMOVED MATCHES REPLACED CURB AND GUTTER.



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

NO.	DATE	BY	REMARKS
			REVISIONS

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___

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

PROFESSIONAL ENGINEER

DESIGN

2020 ASPHALT OVERLAY PROJECT

SCHEDULE NO. 1, 2, 4, 8

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-1

2/26/2020 6:06:28 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CAD\Drawings\Plan Set\DT-1 CCR-453.dgn

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: #**15-28-354-025**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Nam Huynh and Ying Luo, husband and wife, as joint tenants with full rights of survivorship**, 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 **3448 S. Beaver Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are described as follows:
>
> Beginning at a point South 89°53'20" West 6.00 feet from the Southeast Corner of Lot 1, Westbrook Estates, according to the official plat thereof as recorded in Book AA at Page 17 in the office of the Salt Lake County Recorder, and running thence South 89°53'20" West 3.50 feet along the southerly line of said lot; thence North 44°56'39" East of 4.95 feet; thence North 21.51 feet; thence East 6.00 feet; thence South 19.00 feet along the easterly line of said lot; thence South 44°56'39" West 8.49 feet to the POINT OF BEGINNING. Encompassing 138 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 14TH day of JULY, 2020.

GRANTOR

Nam Huynh

GRANTOR

Ying Luo

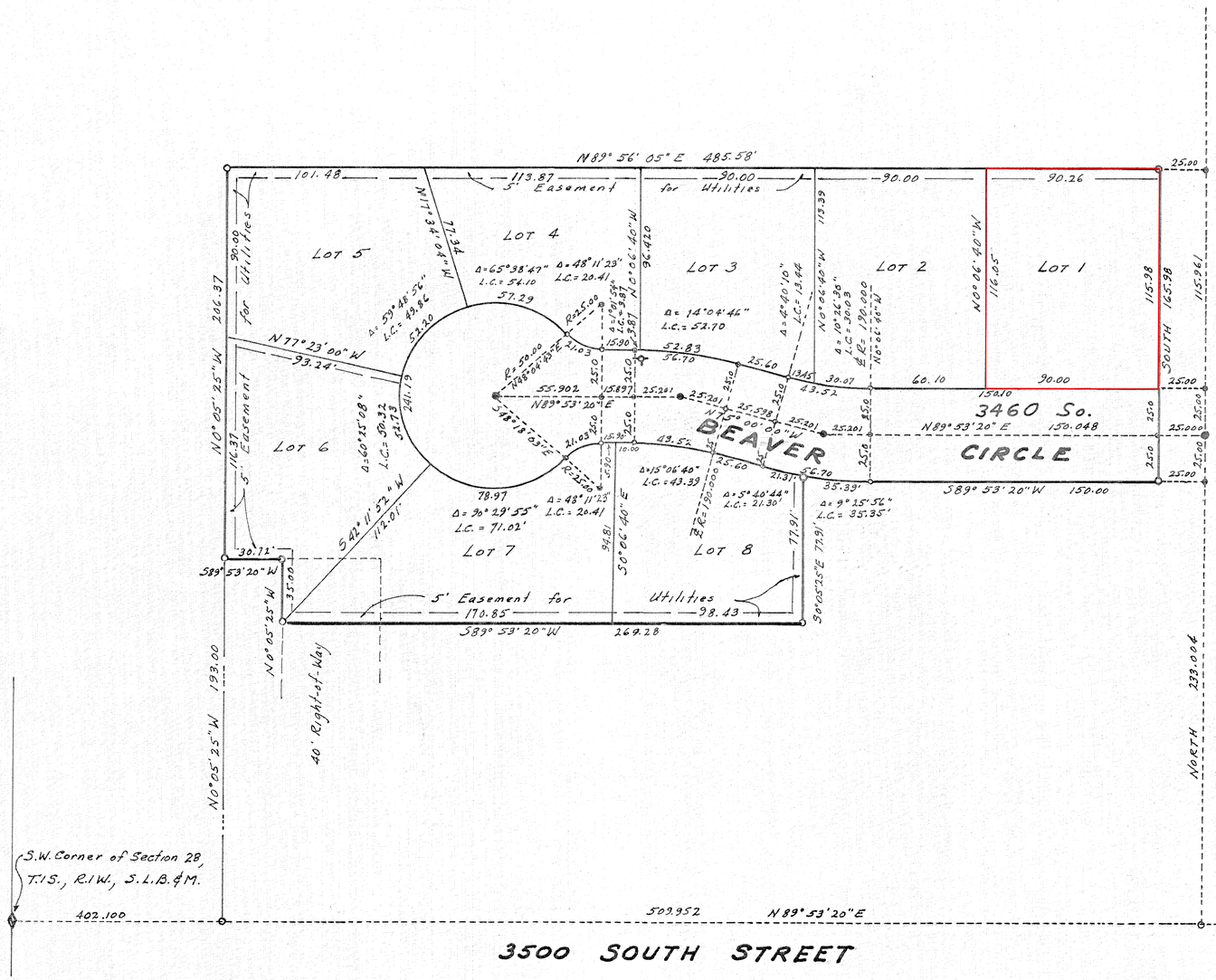
Ying Luo

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of JULY, 2020, personally appeared before me **Nam Huynh** and **Ying Luo,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 706426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



SURVEYOR'S CERTIFICATE

I, DOUGLAS H. BRAMMER, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 1528 & 2123, 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 WESTBROOK ESTATES and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is
N89°53'20"E	402.10	feet, and
N0° 05' 25"W	193.00	feet from the Southwest Corner of Section 28,
		T.1S., R.1W., S.L.B.&M., and running thence
N0° 05' 25"W	206.37	feet; thence
N89° 56' 05"E	485.58	" "
South	165.98	" "
S89° 53' 20"W	150.00	" " ; thence westerly along the arc of a curve to
		the right (radius 215.00 feet, bearing N0° 06' 40"W) 35.39
		feet; thence
S0° 05' 25"E	77.91	" "
S89° 53' 20"W	269.28	" "
N0° 05' 25"W	35.00	" "
S89° 53' 20"W	30.72	feet to the point of beginning.

DATE Dec. 5, 1962

Douglas H. Brammer

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

WESTBROOK ESTATES

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 5th day of December A.D., 1962

Estel L. Wright
Leah M. Wright
Emma H. Gifford
Ruby E. Gifford

ACKNOWLEDGMENT

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

On the 5th day of December A.D., 1962, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, two 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: 12-5-1965

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATION ACKNOWLEDGEMENT BEFORE NOTARY PUBLIC

STATE OF UTAH } SS
COUNTY OF SALT LAKE }

On this 12th day of December A.D. 1963, personally appeared before me, the undersigned Notary Public in and for the said County of Salt Lake in said State of Utah, Estel L. Wright and Leah M. Wright who being duly sworn by me, duly acknowledged to me, each for himself, that they are the President and Secretary, respectively, of Wright Realty Inc. That each and both of them signed the above "Owner's Dedication" for and in behalf of said Corporation, and by full authority of a Resolution passed by it's Board of Directors. And said Estel L. Wright and Leah M. Wright, both of them further acknowledged to me that said Corporation executed the said instrument freely and voluntarily and for the purposes and uses therein stated.

My Commission Expires: ____ Date

Notary Public - Residing in Salt Lake County, State of Utah.

WESTBROOK ESTATES

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 28, T.1S., R.1W., SALT LAKE BASE & MERIDIAN

D.H.B. No. 1079

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 22nd DAY OF JANUARY A.D. 1963

DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 11 DAY OF DECEMBER A.D. 1962, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 5th 1963
DATE

SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 10th DAY OF Feb. A.D., 1963

Dep. SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

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

ATTEST: SALT LAKE COUNTY CLERK

CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1932499

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Moore Investment Co.

DATE 7/18/63 TIME 2:37 P.M. BOOK AA PAGE 17

$12.00 FEE $

By Ken Farnsworth Deputy

Hazel T. Chase SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1959

"SALT LAKE BLUE" IMPERIAL

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:

Nancy J. Hunt has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 4015 South 2975 West (15-33-354-026).

BACKGROUND:

The Nancy J. Hunt 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 for other properties in the neighborhood.

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 NANCY HUNT FOR PROPERTY LOCATED AT 4015 SOUTH 2975 WEST.

WHEREAS, Nancy Hunt (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 4015 South 2975 West 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, Nancy J. Hunt (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
NANCY J. HUNT

Nancy J. Hunt

State of UTAH)
:ss
County of SALT LAKE)

On this 14TH day of JULY, 2020, personally appeared before me Nancy J. Hunt, 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
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

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. #**15-33-354-026**

WARRANTY DEED

Nancy J. Hunt, GRANTOR, hereby conveys and warrants 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 **4015 S. Hialeah Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire parcel of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the northwest corner of Lot 43, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 74°00'00" East 10.50 feet; thence 16.49 feet along a curve to the left having a radius of 10.50 feet, chord bears South 61°00'00" West 14.85 feet; thence North 16°00'00" East 10.50 feet to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

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

GRANTOR

_____

Nancy J. Hunt

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Nancy J. Hunt,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

_____
Notary Public

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-354-026**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Nancy J. Hunt**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4015 S. Hialeah Road**, 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 a point which is South 74°00'00" East a distance of 10.50 feet from the northwest corner of Lot 43, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 74°00'00" East 1.00 foot; thence South 61°00'00" West 16.26 feet; thence North 16°00'00" East 1.00 foot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 61°00'00" East 14.85 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

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

GRANTOR

_____

Nancy J. Hunt

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Nancy J. Hunt,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-354-026**

WARRANTY DEED

Nancy J. Hunt, GRANTOR, hereby conveys and warrants 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 **4015 S. Hialeah Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

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

WITNESSED the hand of said GRANTOR this 14TH day of JULY, 2020.

GRANTOR

Nancy J. Hunt

Nancy J. Hunt

State of UTAH)
:ss
County of SALT LAKE)

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

NOTARY PUBLIC
STEVEN J. DALE
Com[illegible] No. 705426
Co[illegible]sion Expires
M[illegible] 27, 2023
STATE OF UTAH

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-354-026**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Nancy J. Hunt**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **4015 S. Hialeah Road**, for construction and replacement of improvements, said easement being described as follows:

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> Beginning at a point which is South 74°00'00" East a distance of 10.50 feet from the northwest corner of Lot 43, of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder, and running thence South 74°00'00" East 1.00 foot; thence South 61°00'00" West 16.26 feet; thence North 16°00'00" East 1.00 foot; thence 16.49 feet along a curve to the right having a radius of 10.50 feet, chord bears North 61°00'00" East 14.85 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

WITNESSED the hand of said GRANTOR this 14TH day of JULY, 2020.

GRANTOR

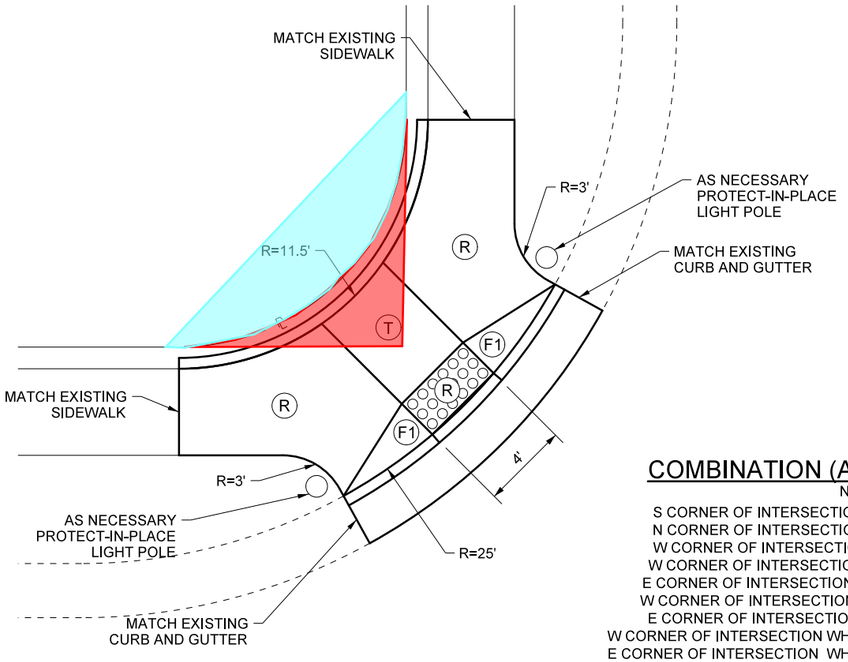
Nancy J. Hunt

State of UTAH)
:ss
County of SALT LAKE)

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

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

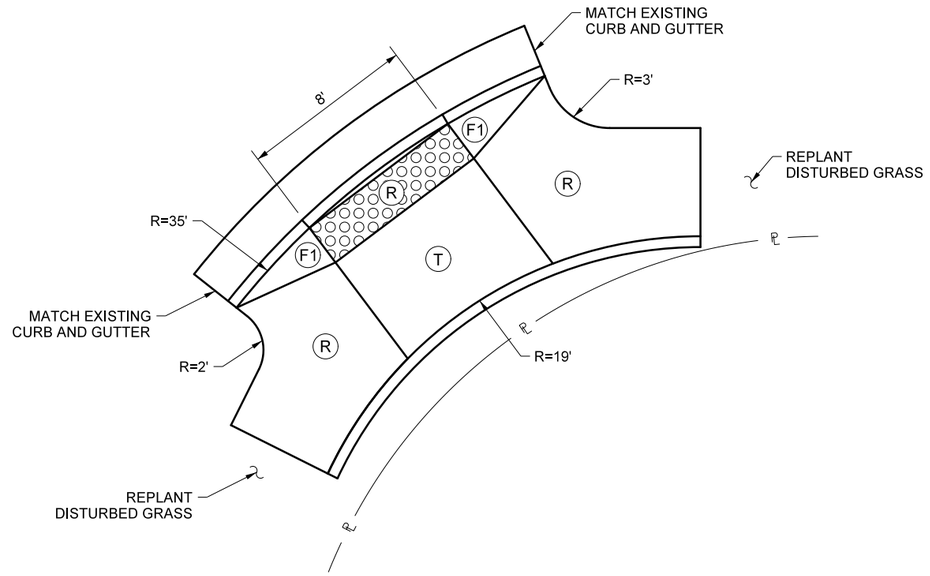
Notary Public



COMBINATION (APEX) RAMP NO. 5

NTS

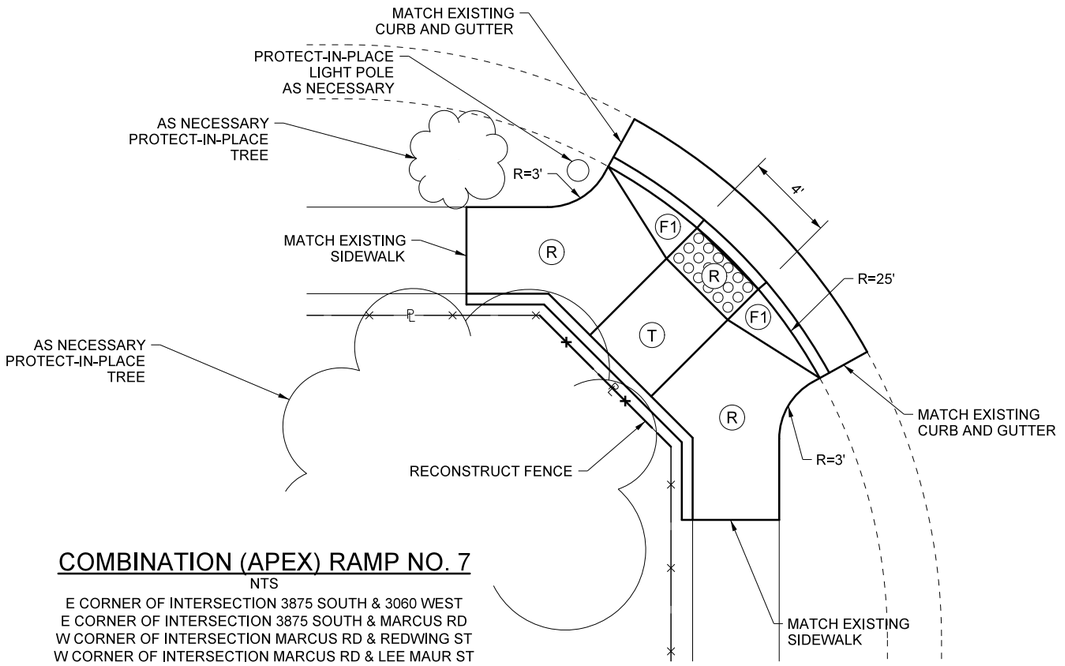
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
N CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
W CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
W CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
E CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
W CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
E CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
E CORNER OF INTERSECTION WHITEHALL DR & SOUTHBOURNE WAY
W CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & HIALEA RD (EAST END)
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 6

NTS

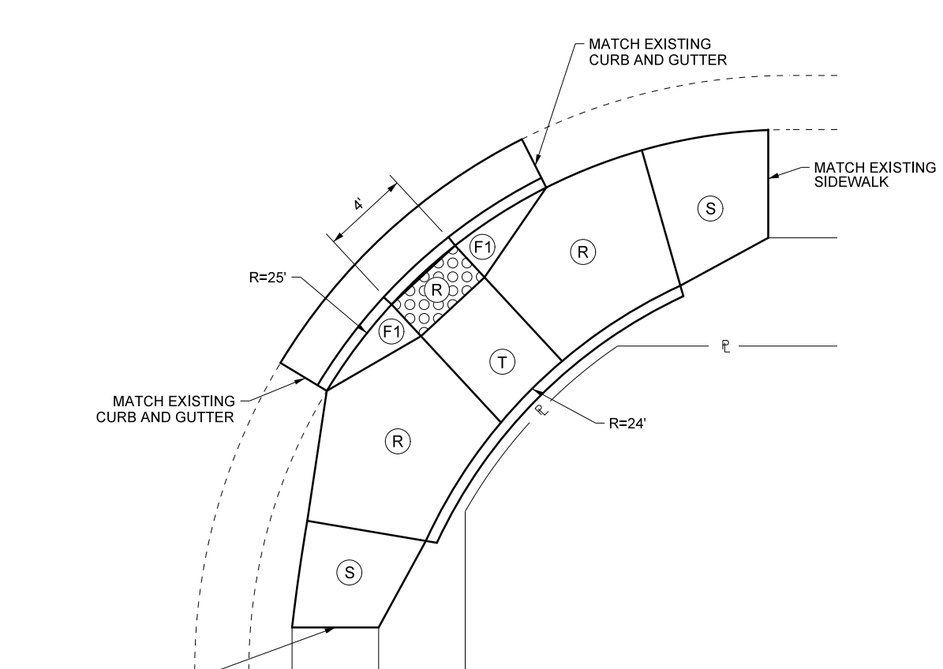
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



COMBINATION (APEX) RAMP NO. 7

NTS

E CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
E CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
W CORNER OF INTERSECTION MARCUS RD & REDWING ST
W CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST
E CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2915)
W CORNER OF INTERSECTION WHITEHALL DR & MARKET ST (2905)



COMBINATION (APEX) RAMP NO. 8

NTS

S CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST

REVISIONS			
NO.	BY	DATE	REMARKS

DESIGN __ CHECK __
DRAWN __ CHECK __

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

PROFESSIONAL ENGINEER DATE

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 2, 4, 6, 7, 9, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-2

1/16/2020 1:38:12 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-awings\Plan Set\DT-2 CCR-453.dgn

#51.00

ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: April 1, 1962

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

ACKNOWLEDGMENT

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

ON THIS 29TH DAY OF NOVEMBER A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ROBERT D. KLEIN AND LEO A. JARDINE, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY, OF AWARD HOMES, INC., A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, AND THAT SAID CORPORATION EXECUTED THE SAME.

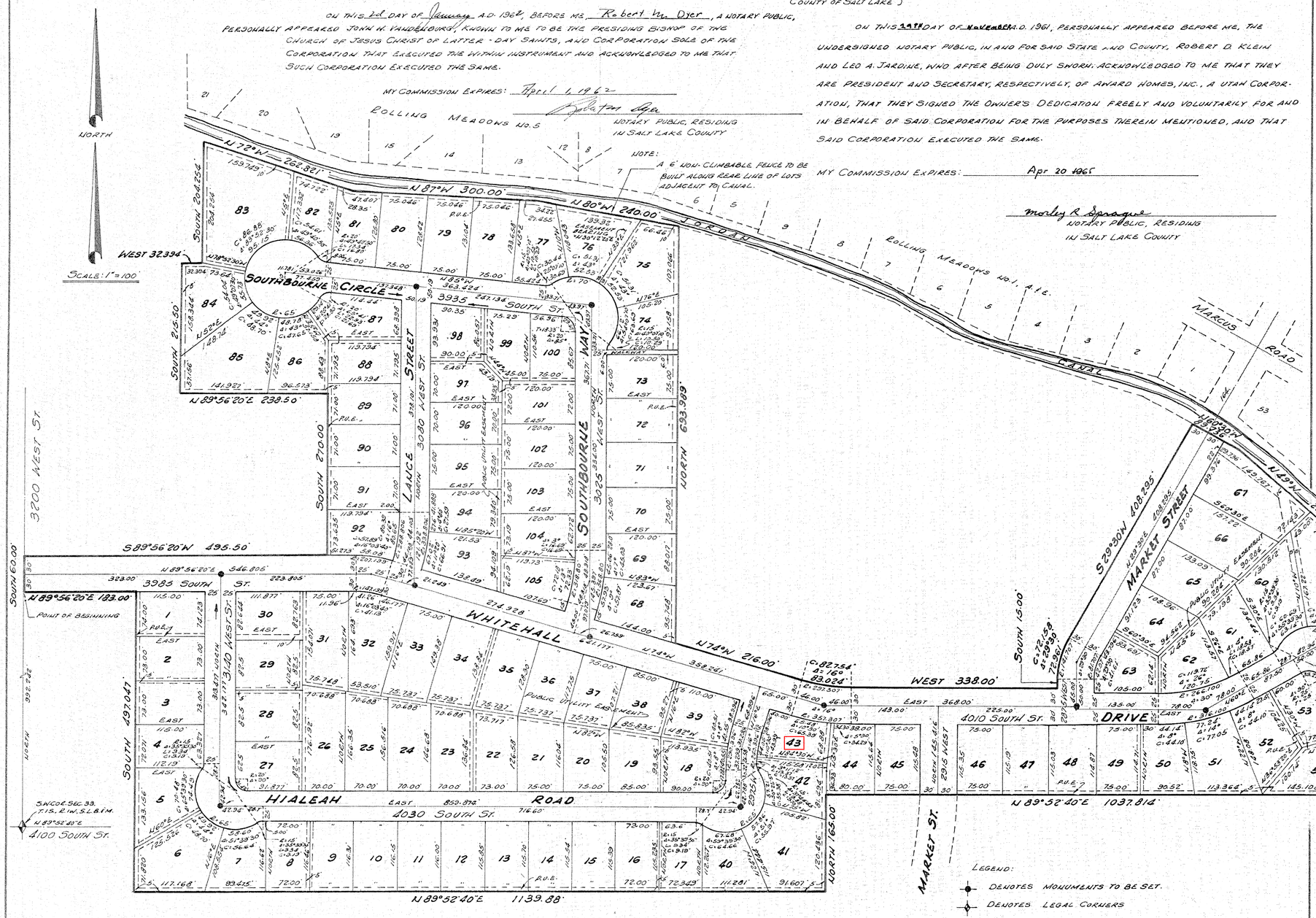
MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

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

NORTH

SCALE: 1" = 100'



LEGEND:
- DENOTES MONUMENTS TO BE SET.
- DENOTES LEGAL CORNERS

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. 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING NORTH 992.242' FROM THE S.W.COR. SEC. 33, T.1S., R.1W., S.L.B.&M.; THENCE
N 89°56'20"E	183.00'	FEET; THENCE
SOUTH	497.047'	FEET; THENCE
N 89°52'40"E	1139.88'	FEET; THENCE
NORTH	165.00'	FEET; THENCE
N 89°52'40"E	1037.814'	FEET; THENCE
NORTH	106.535'	FEET; THENCE
N 21°W	180.00'	FEET; THENCE
N 36°W	127.00'	FEET; THENCE
N 49°W	293.00'	FEET; THENCE
N 60°30'W	89.736'	FEET; THENCE S 29°30'W 408.295 FEET; THENCE SOUTHERLY ALONG A 1417.07' RADIUS CURVE LEFT 729.96' FEET; THENCE SOUTH 15.00' FEET; THENCE WEST 338.00' FEET; THENCE WESTERLY ALONG A 231.30' RADIUS CURVE RIGHT 83.024 FEET, THENCE N 74°W 216.00 FEET; THENCE
NORTH	693.989'	FEET; THENCE
N 80°W	240.00'	FEET; THENCE
N 87°W	300.00'	FEET; THENCE
N 72°W	262.82'	FEET; THENCE
SOUTH	204.254'	FEET; THENCE WEST 32.394' FEET; THENCE SOUTH 215.50' FEET; THENCE
N 89°56'20"E	238.50'	FEET; THENCE
SOUTH	270.00'	FEET; THENCE
S 89°56'20"W	495.50'	FEET; THENCE
SOUTH	60.00'	FEET TO THE POINT OF BEGINNING.

Nov. 16, 1961
DATE

Charles V. King

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

OWNER'S DEDICATION

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

DO HEREBY ROLLING MEADOWS NO. 6

dedicate for perpetual use of the public all parcels of land SHOWN on this plat as intended for Public use,
IN WITNESS whereof we have hereunto set OUR HANDS this 29 day of Nov A.D., 1961

AWARD HOMES, INC.

Orlyn Odell Bennion
Marcus L. Bennion
Ella P. Bennion
Thelma B. Bennion

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints
Corporation Seal
ROBERT D. KLEIN, PRESIDENT
LEO A. JARDINE, SECRETARY

Orlyn O. Bennion Marcus L. Bennion Ella P. Bennion Thelma B. Bennion

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

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

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 6

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

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

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

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

COUNTY PLANNING COMMISSION APPROVAL

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

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

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 14, 1962
DATE

Roscoe Boren
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

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

Gerald E. Nielsen
Deputy SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 26th DAY OF March A.D., 19 62 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Ted Stevenson
SALT LAKE COUNTY CLERK

Franklin W. "Buck" Broadbent
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1831655

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

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

51.00 FEE $

Leland Merkley Chief Dep.
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS, MARCH 25, 1959.

"SALT LAKE BLUE" IMPERIAL

997-6

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:

Candice Kunz Schindler and Aaron Ray Schindler have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3155 W. Whitehall Drive (15-33-354-008).

BACKGROUND:

The Candice Kunz Schindler and Aaron Ray Schindler 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 for other properties in the neighborhood.

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 CANDICE AND AARON SCHINDLER FOR PROPERTY LOCATED AT 3155 WEST WHITEHALL DRIVE.

WHEREAS, Candice and Aaron Schindler (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3155 West Whitehall Drive 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, Candice Kunz Schindler and Aaron Ray Schindler (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
CANDICE KUNZ SCHINDLER

AARON RAY SCHINDLER

State of Utah)
:ss
County of Salt Lake)

On this 13th day of July, 2020, personally appeared before me Candice Kunz Schindler and Aaron Ray Schindler, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they executed the foregoing instrument.

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

Notary Public

GRANTEE
MAYOR

ATTEST:

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

Portion of PARCEL I.D. #**15-33-354-008**

WARRANTY DEED

Candice Kunz Schindler and Aaron Ray Schindler, 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 **3155 W. Whitehall Drive**, 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 northeast corner of Lot 1 of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder; thence South 0°00'00" West 10.51 feet along the easterly line of said lot; thence 16.50 feet along a curve to the left having a radius 10.50 feet, with a central angle of 90°03'40" East, chord bears North 45°01'50" West 14.86 feet to the northerly line of said Lot 1; thence North 89°56'20" East 10.51 feet along the northerly line of said Lot 1 to the POINT OF BEGINNING. Containing 24 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.

GRANTORS

_____ _____

Candice Kunz Schindler **Aaron Ray Schindler**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Candice Kunz Schindler and Aaron Ray Schindler,** 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

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

Space above for County Recorder's use

PARCEL ID NO: **15-33-354-008**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Candice Kunz Schindler and Aaron Ray Schindler, 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 **3155 W. Whitehall Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point South 0°00'00" West 10.51 feet from the northeast corner of Lot 1 of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder; thence South 0°00'00" West 1.00 feet; thence North 45°01'50" West 16.27 feet to the northerly line of said Lot 1; thence North 89°56'20" East 1.00 feet along said northerly line of said lot; thence 16.50 feet along the arc of a 10.50 radius curve to the right, with a central angle of 90°03'40", chord bears South 45°01'50" East 14.86 feet to the Point of Beginning. Encompassing 29 square feet.

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.

GRANTORS

_____ _____

Candice Kunz Schindler **Aaron Ray Schindler**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Candice Kunz Schindler** and **Aaron Ray Schindler,** 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. #**15-33-354-008**

WARRANTY DEED

Candice Kunz Schindler and Aaron Ray Schindler, 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 **3155 W. Whitehall Drive**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

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

WITNESSED the hands of said GRANTORS this 13TH day of JULY, 2020.

GRANTORS

Candice Kunz Schindler

Aaron Ray Schindler

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me **Candice Kunz Schindler and Aaron Ray Schindler,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **15-33-354-008**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Candice Kunz Schindler and Aaron Ray Schindler, 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 **3155 W. Whitehall Drive**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
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> Beginning at a point South 0°00'00" West 10.51 feet from the northeast corner of Lot 1 of Rolling Meadows No. 6, according to the official plat thereof as recorded in Book Y at Page 11 in the office of the Salt Lake County Recorder; thence South 0°00'00" West 1.00 feet; thence North 45°01'50" West 16.27 feet to the northerly line of said Lot 1; thence North 89°56'20" East 1.00 feet along said northerly line of said lot; thence 16.50 feet along the arc of a 10.50 radius curve to the right, with a central angle of 90°03'40", chord bears South 45°01'50" East 14.86 feet to the Point of Beginning. Encompassing 29 square feet.

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 13TH day of JULY, 2020.

GRANTORS

Candice Kunz Schindler

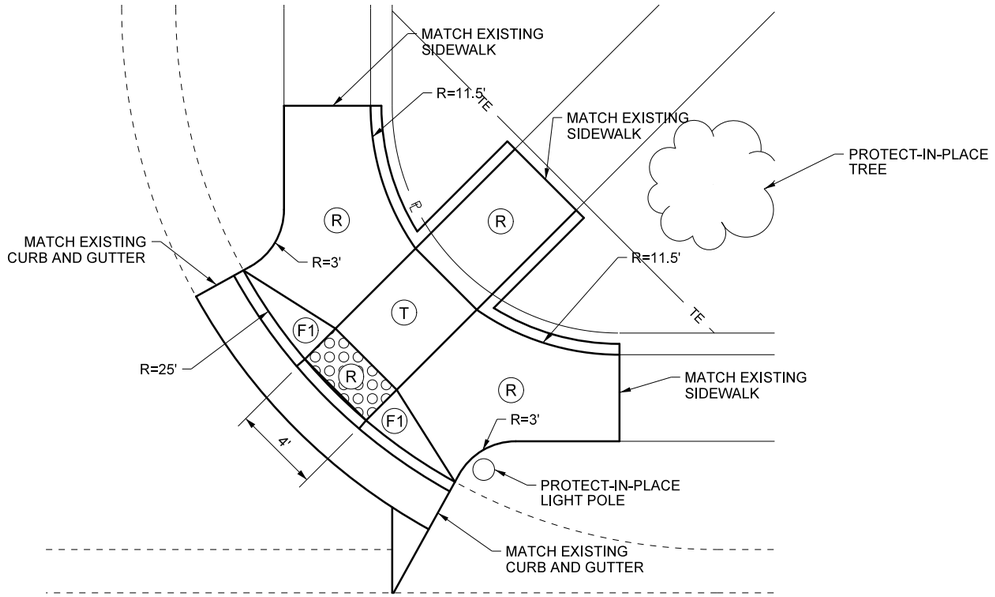
Aaron Ray Schindler

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me **Candice Kunz Schindler** and **Aaron Ray Schindler,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 708436
Commission Expires
MARCH 27, 2023
STATE OF UTAH

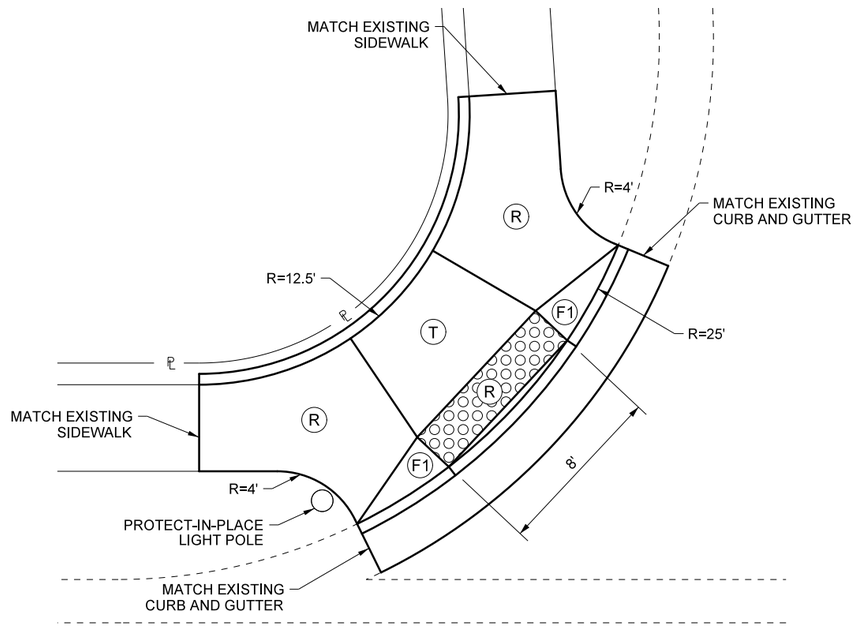
Notary Public



COMBINATION (APEX) RAMP NO. 13

NTS

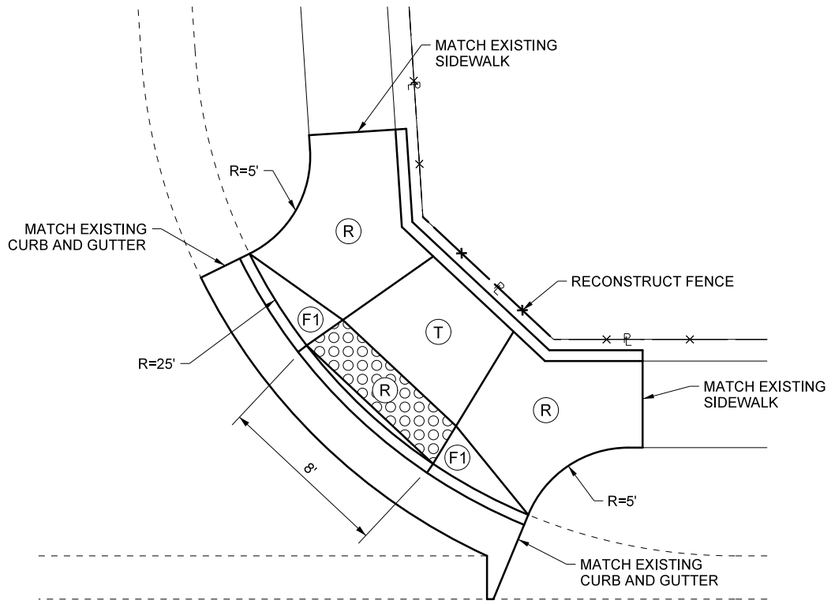
E CORNER OF INTERSECTION MARCUS RD & LEE MAUR ST



COMBINATION (APEX) RAMP NO. 14

NTS

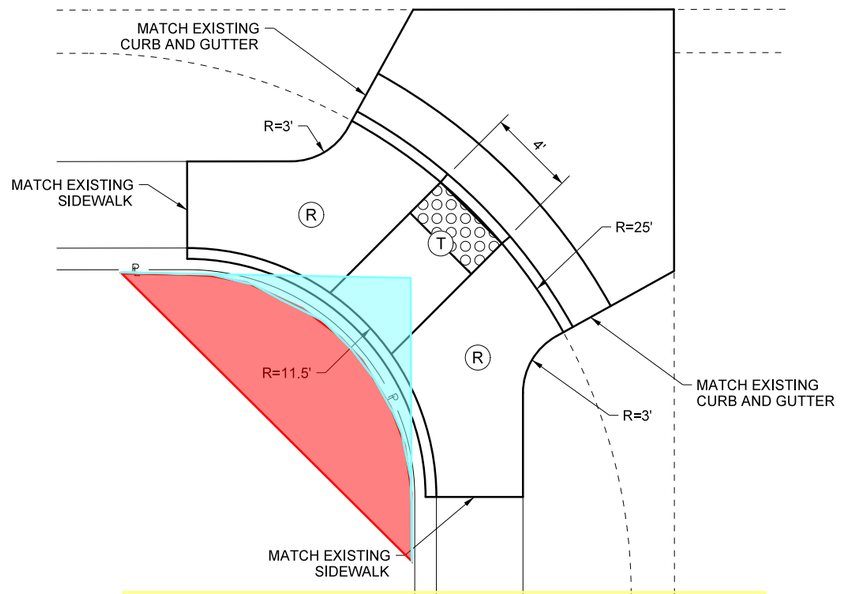
NW CORNER OF INTERSECTION 3875 SOUTH & REDWING ST



COMBINATION (APEX) RAMP NO. 15

NTS

NE CORNER OF INTERSECTION 3875 SOUTH & REDWING ST



PARALLEL (APEX) RAMP NO. 16

NTS

W CORNER OF INTERSECTION WHITEHALL DR & HIALEAH RD (NEAR LDS CHURCH)

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

DESIGN

2020 ASPHALT OVERLAY PROJECT
SCHEDULE NO. 7, 8, 10
DETAIL
PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-4

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN _____ CHECK _____ DRAWN _____ CHECK _____

PROFESSIONAL ENGINEER _____ DATE _____

1/16/2020 1:38:33 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD\Drawings\Plan Set\DT-4 CCR-453.dgn

#5100

ACKNOWLEDGMENT

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

ON THIS 2nd DAY OF January A.D. 1962, BEFORE ME Robert M. Dyer, A NOTARY PUBLIC, PERSONALLY APPEARED JOHN H. VANDENBOURG, KNOWN TO ME TO BE THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, AND CORPORATION SOLE OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: April 6, 1962

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

ACKNOWLEDGMENT

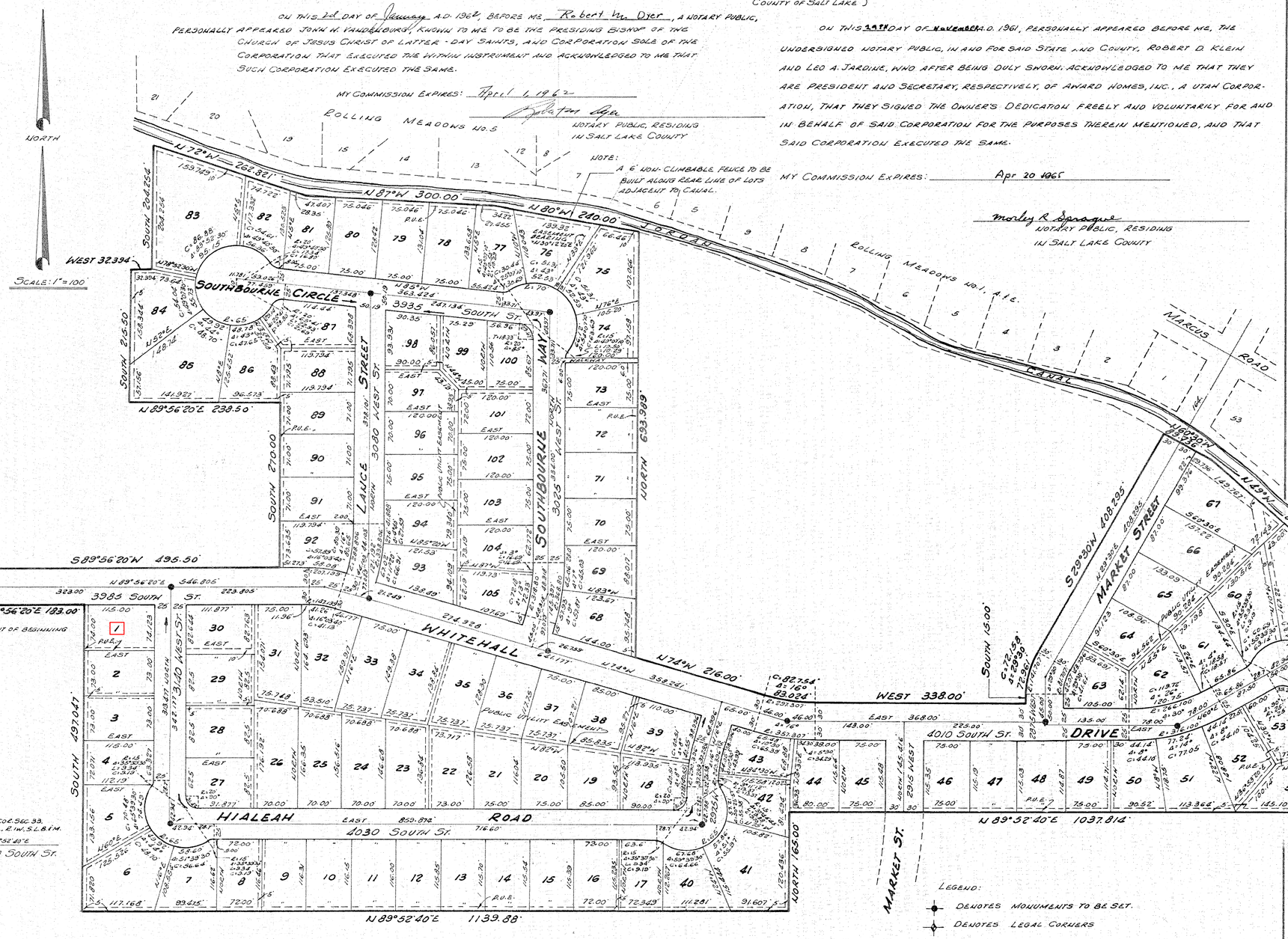
STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS 29TH DAY OF NOVEMBER A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ROBERT D. KLEIN AND LEO A. JARDINE, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY, OF AWARD HOMES, INC., A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED, AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

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



SURVEYOR'S CERTIFICATE

I, CHARLES V. 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. 6 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING NORTH 393.248' FROM THE S.W.COR. SEC. 33, T.1S., R.1W., S.L.B.&M.; THENCE
N 89°56'20"E	133.00'	FEET; THENCE
SOUTH	491.047'	FEET; THENCE
N 89°52'40"E	1139.88'	FEET; THENCE
NORTH	165.00'	FEET; THENCE
N 89°52'40"E	1037.814'	FEET; THENCE
NORTH	106.535'	FEET; THENCE
N 21°W	180.00'	FEET; THENCE
N 36°W	127.00'	FEET; THENCE
N 49°W	293.00'	FEET; THENCE
N 60°30'W	89.736'	FEET; THENCE S 29°30'W 408.295 FEET; THENCE SOUTHERLY ALONG A 141.707
		RADIUS CURVE LEFT 72.961 FEET; THENCE SOUTH 15.00 FEET; THENCE WEST
		338.00 FEET; THENCE WESTERLY ALONG A 231.307 RADIUS CURVE RIGHT
		83.024 FEET, THENCE N 74°W 216.00 FEET; THENCE
NORTH	693.989'	FEET; THENCE
N 80°W	240.00'	FEET; THENCE
N 87°W	300.00'	FEET; THENCE
N 72°W	262.821'	FEET; THENCE
SOUTH	204.254'	FEET; THENCE WEST 32.394 FEET; THENCE SOUTH 215.50 FEET; THENCE
N 89°56'20"E	238.50'	FEET; THENCE
SOUTH	270.00'	FEET; THENCE
S 89°56'20"W	495.50'	FEET; THENCE
SOUTH	60.00'	FEET TO THE POINT OF BEGINNING.

Nov. 16, 1961
DATE

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

OWNER'S DEDICATION

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

DO HEREBY ROLLING MEADOWS NO. 6

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

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

AWARD HOMES, INC.

Orlyn Odell Bennion

Corporation Seal

Robert D. Klein
ROBERT D. KLEIN, PRESIDENT

Leo A. Jardine
LEO A. JARDINE, SECRETARY

Orlyn Odell Bennion
Marma L. Bennion
Ella P. Bennion
Thelma B. Bennion

Witness: Orlyn O. Bennion, Thelma L. Bennion

ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: Apr 20 1965

Morley R Sprague
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 6

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

SALT LAKE CO. BOARD OF HEALTH APPROVAL

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

Karla S. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

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

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

COUNTY SURVEYOR'S CERTIFICATE

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

Feb. 14, 1962.
DATE

Roscoe Boorn
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

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

Deputy Gerald E. Mullen
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

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

ATTEST: Kenneth S. Kessington
SALT LAKE COUNTY CLERK

Walter L. Peck
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 1831655

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

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

51.00 FEE $

Leland Merrill Deputy
SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL

997-6

Item #:	
Fiscal Impact:	$500.00
Funding Source:	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:

Cheryl Johnson and Shaun Murdock have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3829 South 3200 West (15-33-301-004).

BACKGROUND:

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

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

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 CHERYL JOHNSON AND SHAUN MURDOCK FOR PROPERTY LOCATED AT 3829 SOUTH 3200 WEST.

WHEREAS, Cheryl Johnson and Shaun Murdock (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3829 South 3200 West 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, Cheryl Johnson and Shaun Murdock (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 Five Hundred Dollars ($500.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

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

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

6. Closing costs shall be paid by the City.

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

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
CHERYL JOHNSON

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me Cheryl Johnson, 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
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTOR
SHAUN MURDOCK

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me Shaun Murdock, 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
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

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. #**15-33-301-004**

WARRANTY DEED

Cheryl Johnson and Shaun Murdock, as husband and wife 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 **3829 South 3200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point which is 33.00 feet East and 305.00 feet South from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 9.84 feet along the east line of 3200 West Street; thence 13.45 feet along a non-tangent curve the left having a radius of 21.00 feet, chord bears South 41°52'08" East 13.22 feet; thence West 8.82 feet along the north line of 3835 South Street to the POINT OF BEGINNING. Containing 34 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

_____

Cheryl Johnson

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Cheryl Johnson** and **Shaun Murdock,** 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: #**15-33-301-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Cheryl Johnson and Shaun Murdock, as husband and wife 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 **3829 South 3200 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are described as follows:
>
> Beginning at a point which 33.00 feet East and 294.16 feet South from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 42°10'17" East 14.63 feet; thence West 1.00 foot along the north line of 3835 South Street; thence 13.45 feet along a non-tangent curve to the right having a radius of 21.00 feet, chord bears North 41°52'08" West 13.22 feet; thence North 1.00 foot along the east line of 3200 West Street to the POINT OF BEGINNING. Encompassing 20 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

_____
Cheryl Johnson

GRANTOR

_____
Shaun Murdock

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Cheryl Johnson** and **Shaun Murdock,** 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. #**15-33-301-004**

WARRANTY DEED

Cheryl Johnson and Shaun Murdock, as husband and wife 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 **3829 South 3200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point which is 33.00 feet East and 305.00 feet South from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 9.84 feet along the east line of 3200 West Street; thence 13.45 feet along a non-tangent curve the left having a radius of 21.00 feet, chord bears South 41°52'08" East 13.22 feet; thence West 8.82 feet along the north line of 3835 South Street to the POINT OF BEGINNING. Containing 34 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 13TH day of JULY, 2020.

GRANTOR

Cheryl Johnson

GRANTOR

Shaun Murdock

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me **Cheryl Johnson** and **Shaun Murdock,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

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

Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-301-004**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Cheryl Johnson and Shaun Murdock, as husband and wife 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 **3829 South 3200 West**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are described as follows:
>
> Beginning at a point which 33.00 feet East and 294.16 feet South from the West Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 42°10'17" East 14.63 feet; thence West 1.00 foot along the north line of 3835 South Street; thence 13.45 feet along a non-tangent curve to the right having a radius of 21.00 feet, chord bears North 41°52'08" West 13.22 feet; thence North 1.00 foot along the east line of 3200 West Street to the POINT OF BEGINNING. Encompassing 20 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 13TH day of JULY, 2020.

GRANTOR

Cheryl Johnson

GRANTOR

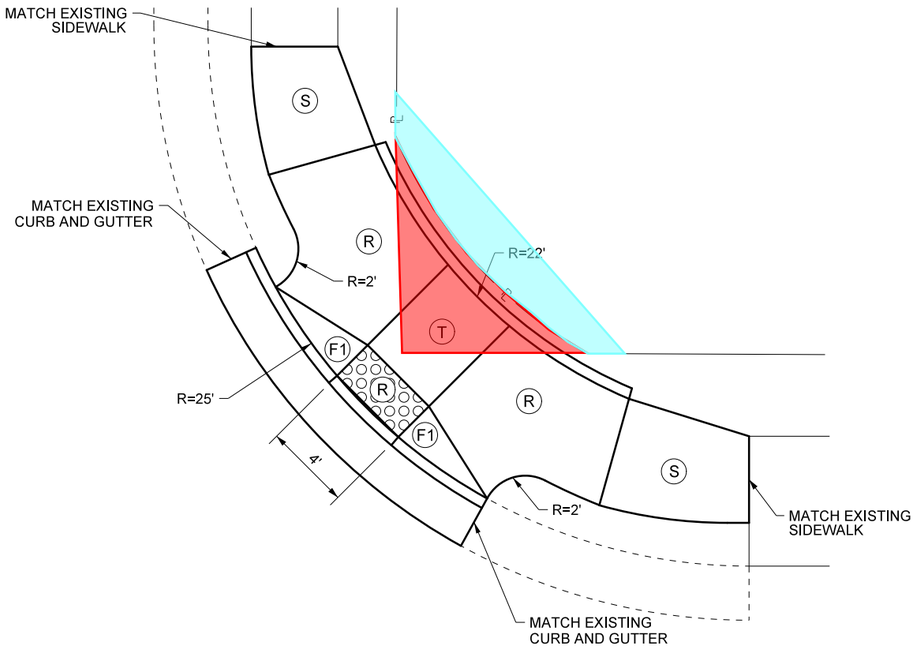
Shaun Murdock

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of JULY, 2020, personally appeared before me **Cheryl Johnson** and **Shaun Murdock,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

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

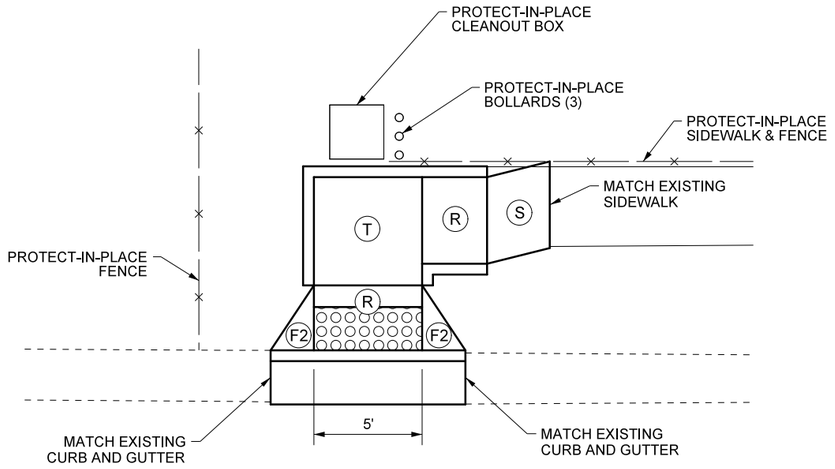
Notary Public



COMBINATION (APEX) RAMP NO. 9

NTS

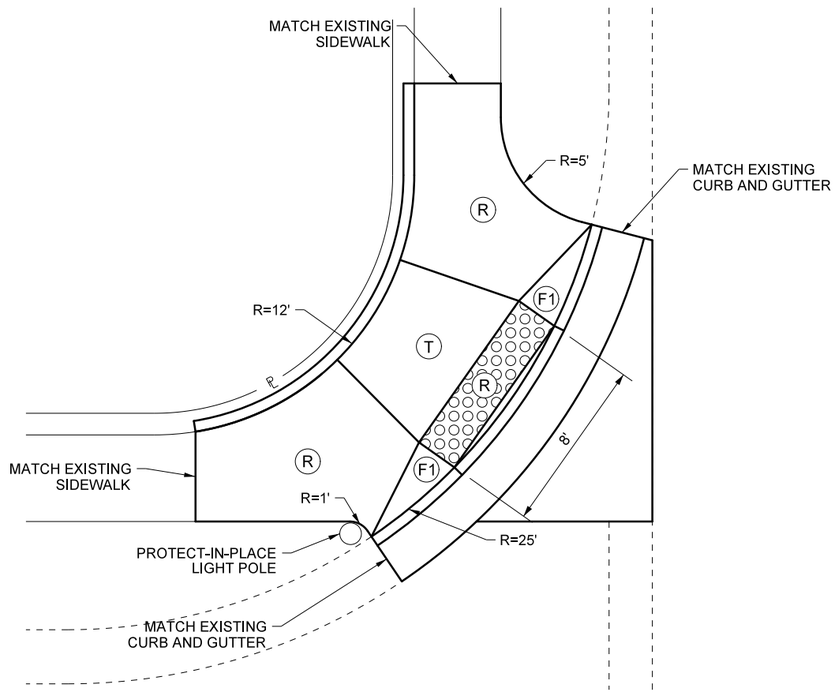
N CORNER OF INTERSECTION 3835 SOUTH & 3200 WEST



MID-BLOCK PERPENDICULAR RAMP NO. 10

NTS

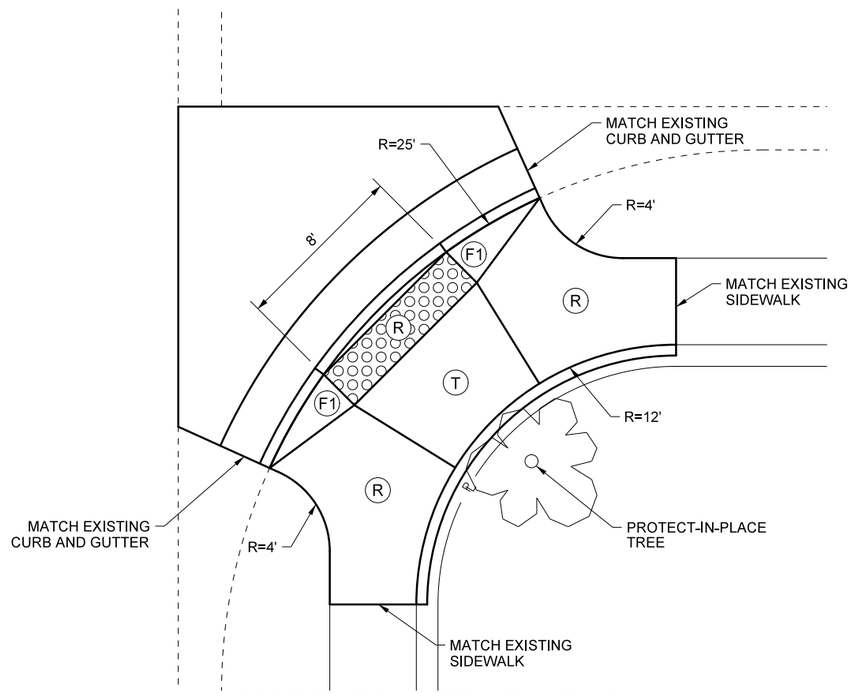
2850 WEST & 3835 SOUTH (NEAR SW CORNER OF LDS CHURCH PROPERTY)



COMBINATION (APEX) RAMP NO. 11

NTS

NW CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST



COMBINATION (APEX) RAMP NO. 12

NTS

SE CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST

NO.	BY	DATE	REVISIONS
			REMARKS

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___

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

PROFESSIONAL ENGINEER ___ DATE ___

DESIGN

2020 ASPHALT OVERLAY PROJECT

SCHEDULE NO. 4

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-3

1/16/2020 1:38:22 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD Drawings\Plan Set\DT-3 CCR-453.dgn

Fiscal Impact:	$2,100.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75256
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of two Right-of-way Purchase Agreements, Warranty Deeds, and Grants of Temporary Construction Easement.

SYNOPSIS:

The Work Activity Center, a Utah corporation has signed two Right-of-way Purchase Agreements, Warranty Deeds, and Grants of Temporary Construction Easement for property located at 2754 and 2807 West 3835 South.

BACKGROUND:

The Work Activity Center properties are among 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 $2,100.00 was negotiated based upon the appraisal report prepared for this property by Integra Realty Resources.

RECOMMENDATION:

Approve and accept Warranty Deeds and Grants of Temporary Construction Easement. Authorize the Mayor to execute the Right-of-way Purchase Agreements for and in behalf of West Valley City. Authorize City Recorder to record said Warranty Deeds and Grants 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 TWO RIGHT OF WAY PURCHASE AGREEMENTS AND ACCEPT TWO WARRANTY DEEDS AND TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM THE WORK ACTIVITY CENTER, INC. FOR PROPERTY LOCATED AT 2754 AND 2807 WEST 3835 SOUTH.

WHEREAS, the Work Activity Center, Inc. (herein "Owner") has entered into two Right of Way Purchase Agreements for property located at 2754 and 2807 West 3835 South that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed Warranty Deeds and Temporary Construction Easements (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 Agreements 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 documents 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 Agreements, 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 2 day of July, 2020, the Work Activity Center, a Utah corporation (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

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

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

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

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

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

6. Closing costs shall be paid by the City.

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

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

(signatures follow)

GRANTOR
THE WORK ACTIVITY CENTER

E. Kathryn McConaughy
Kenra Marty

State of Utah)
:ss
County of Salt Lake)

On this 02 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Executive Director of the Work Activity Center, and that the foregoing instrument was signed in behalf of said corporation by him or her by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said corporation executed the same.

Kenra Marty
Notary Public

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
Commission # 699131

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

Portion of PARCEL I.D. #**15-33-327-009**

WARRANTY DEED

The Work Activity Center, a Utah Corporation, GRANTOR, hereby conveys and warrants 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 **2754 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 3, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 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 hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
The Work Activity Center,
a Utah Corporation

_____

By:

Title:

State of _____)
:ss
County of _____)

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 or she is the _____ of the Work Activity Center, and that the foregoing instrument was signed in behalf of said corporation by him or her by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT B

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: #**15-33-327-009**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **The Work Activity Center, a Utah Corporation**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2754 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point which is West 11.00 feet from the Southeast Corner of Lot 3, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 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; thence South 1.00 foot along the east line of said lot; 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 Grantor may use the property at any time in a manner which does not interfere with construction activities.

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

GRANTOR
The Work Activity Center,
a Utah Corporation

_____

By:

Title:

State of _____)
:ss
County of _____)

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 or she is the _____ of the Work Activity Center, and that the foregoing instrument was signed in behalf of said corporation by him or her by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said corporation executed the same.

_____
Notary Public

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this 2 day of July, 2020, the Work Activity Center, a Utah corporation (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 One Thousand Seven Hundred Dollars ($1,700.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

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

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

6. Closing costs shall be paid by the City.

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

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

(signatures follow)

GRANTOR
THE WORK ACTIVITY CENTER

E Kathryn McConaughy

State of Utah)
:ss
County of Salt Lake)

On this 2 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Executive Director of the Work Activity Center, and that the foregoing instrument was signed in behalf of said corporation by him or her by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said corporation executed the same.

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
Commission # 699131

Kenra Marty
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

Portion of PARCEL I.D. #**15-33-329-014**

WARRANTY DEED

The Work Activity Center, GRANTOR, hereby conveys and warrants 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 **2807 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 5, Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence South 11.00 feet along the east 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" West 15.56 feet; thence East 11.00 feet along the north 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 hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR
The Work Activity Center

_____

By:
Title:

State of _____)
:ss
County of _____)

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 to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same on behalf of **The Work Activity Center** in the capacity indicated above.

_____
Notary Public

EXHIBIT B

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: #**15-33-329-014**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **The Work Activity Center**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2807 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:
>
> Beginning at a point which is South 11.00 feet from the Northeast Corner of Lot 5, Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence South 2.28 feet along the easterly line of said lot; thence West 7.78 feet; thence North 41°02'59" West 9.47 feet; thence North 6.15 feet; thence East 3.00 feet along the northerly line of said lot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears South 45°00'00" East 15.56 feet to the POINT OF BEGINNING. Encompassing 138 square feet, more or less.

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

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

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

GRANTOR
The Work Activity Center

_____

By:
Title:

State of _____)
:ss
County of _____)

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 to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same on behalf of **The Work Activity Center** in the capacity indicated above.

_____
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. #**15-33-327-009**

WARRANTY DEED

The Work Activity Center, a Utah Corporation, GRANTOR, hereby conveys and warrants 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 **2754 West 3835 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 3, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 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 hand of said GRANTOR this 02 day of July, 2020.

GRANTOR
The Work Activity Center,
a Utah Corporation

E Kathryn McConaughy
By: E. Kathryn McConaughy
Title: Executive Director

State of Utah)
:ss
County of Salt Lake)

On this 02 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the _____ of the Work Activity Center, and that the foregoing instrument was signed in behalf of said corporation by him or her by authority of its bylaws or a resolution of its board of directors, and he or she acknowledged to me that said corporation executed the same.

Kenra Marty
Notary Public

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
Commission # 699131

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. #**15-33-329-014**

WARRANTY DEED

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> Beginning at the Northeast Corner of Lot 5, Bangerter Subdivision No. 4, according to the official plat thereof as recorded in Book V at Page 33 in the office of the Salt Lake County Recorder, and running thence South 11.00 feet along the east 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" West 15.56 feet; thence East 11.00 feet along the north 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 hand of said GRANTOR this 02 day of July, 2020.

GRANTOR
The Work Activity Center

E. Kathryn McConaughy
By: E. Kathryn McConaughy
Title: Executive Director

State of Utah)
:ss
County of Salt Lake)

On this 02 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same on behalf of **The Work Activity Center** in the capacity indicated above.

Kenra Marty
Notary Public

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
Commission # 699131

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: #**15-33-327-009**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **The Work Activity Center, a Utah Corporation**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2754 West 3835 South**, for construction and replacement of improvements, said easement being described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point which is West 11.00 feet from the Southeast Corner of Lot 3, Rolling Meadows No. 4, according to the official plat thereof as recorded in Book Y at Page 16 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; thence South 1.00 foot along the east line of said lot; 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 Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 02 day of July, 2020.

GRANTOR
The Work Activity Center,
a Utah Corporation

E Kathryn McConaughy
By: E. Kathryn McConaughy
Title: Executive Director

State of Utah)
:ss
County of Salt Lake)

On this 02 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same on behalf of **The Work Activity Center** in the capacity indicated above.

Kenra Marty
Notary Public

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
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WHEN RECORDED RETURN TO:
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Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

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

WITNESSED the hand of said GRANTOR this 02 day of July, 2020.

GRANTOR
The Work Activity Center

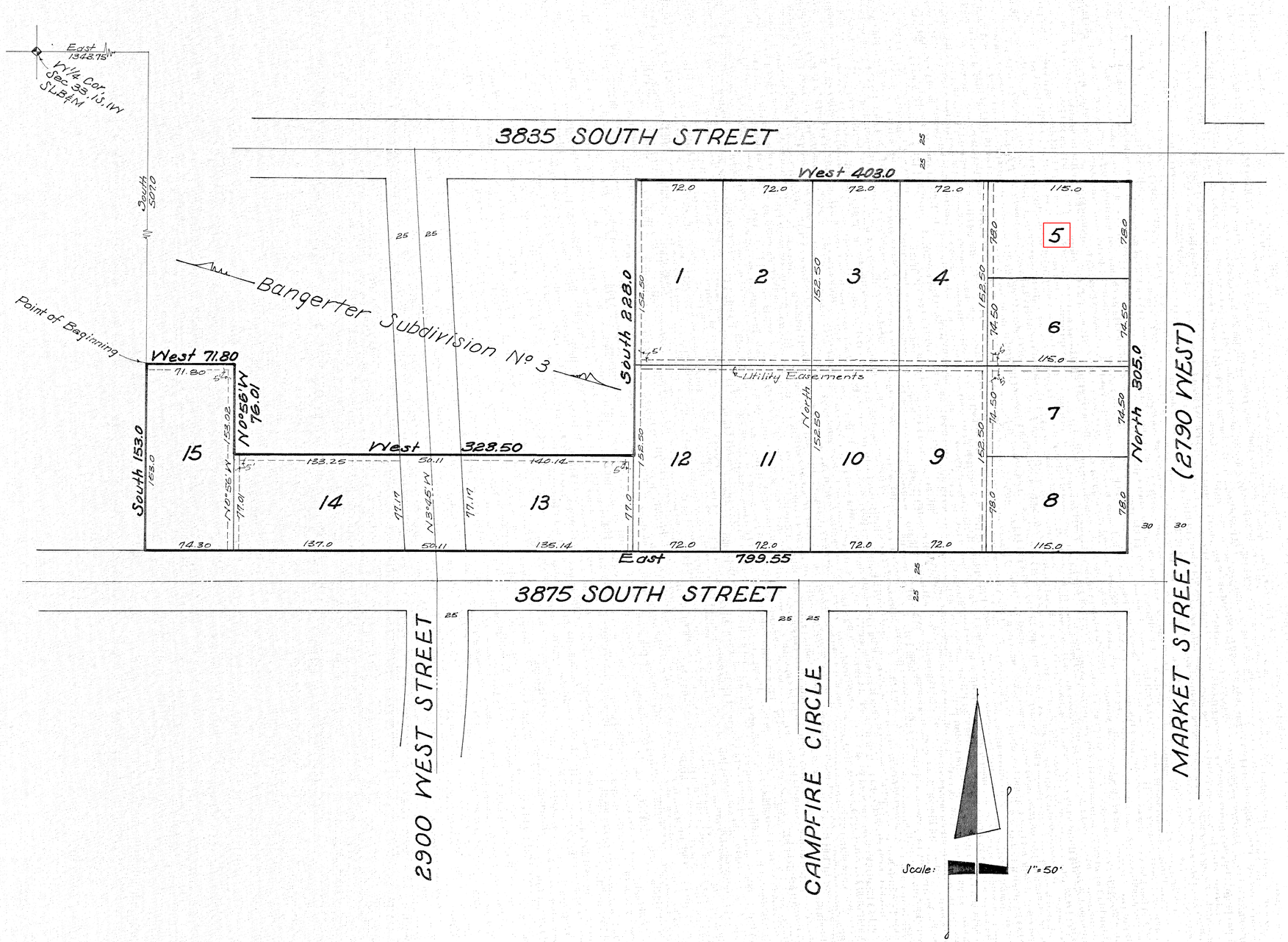
E Kathryn McConaughy
By: E. Kathryn McConaughy
Title: Executive Director

State of Utah)
:ss
County of Salt Lake)

On this 02 day of July, 2020, personally appeared before me Kenra Marty, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same on behalf of **The Work Activity Center** in the capacity indicated above.

Kenra Marty
Notary Public

KENRA MARTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/21/2022
Commission # 699131



SURVEYOR'S CERTIFICATE

I, David I. Gardner, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 427, 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 Bangerter Subdivision No 4 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is
East	1348.75	ft. and
South	507.0	ft. from the W 1/4 cor of Sec 33, T1S, R1W, SLB&M, & running thence
South	153.0	ft. thence
East	799.55	ft. thence
North	305.0	ft. thence
West	403.0	ft. thence
South	228.0	ft. thence
West	323.50	ft. thence
N0°56'W	76.01	ft. thence
West	71.80	ft. to the point of beginning.

2-10-60
DATE

David I. Gardner

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

BANGERTER SUB. #4

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

In witness whereof we have hereunto set Our Hands this 6th day of April A.D., 1960

William H. Bangerter

Isabelle B. Bangerter

Isabelle B. Bangerter (His Wife)

ACKNOWLEDGMENT

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

On the 6th day of April 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 signer(s) of the above Owner's dedication, two 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: Sept. 20, 1963

Anna Ellis Halstrom
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY

BANGERTER SUBDIVISION No. 4

A part of the SW1/4 of Sec 33, T1S, R1W

Salt Lake BASE & MERIDIAN

County Board of Health Approval

Approved this 31 day of March A.D. 1960, by the Salt Lake County Board of Health.

W. P. Adam
Acting director

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 23rd DAY OF February A.D., 19 60, BY THE _____ COUNTY PLANNING COMMISSION.

John T. Hill
CHAIRMAN, _____ CO. PLANNING COMM.

FORM APPROVED BY BOARD OF _____ COUNTY COMMISSIONERS.

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.

May 31st 1960
DATE

Roscoe Bodrero
COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF July A.D., 1960

Deputy COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF Salt Lake COUNTY COMMISSIONERS THIS 6th DAY OF July A.D., 19 60, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST _____ COUNTY CLERK / CHAIRMAN, BD. OF _____ CO. COMM.

RECORDED # 1725868

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF William H. Bangerter

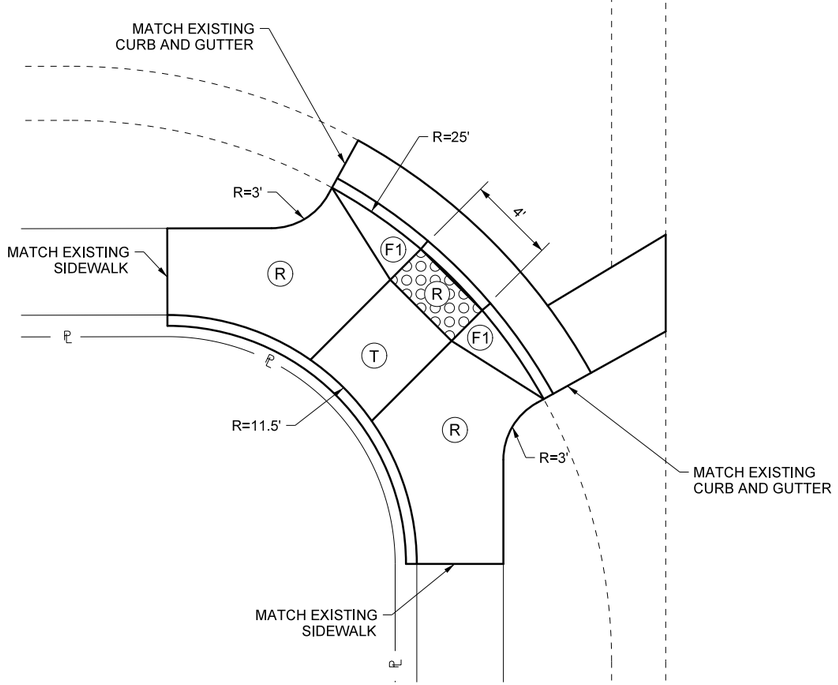
DATE July 12 1960 TIME 2:08 P.M. BOOK V PAGE 33

NELLIE M. JACK, Recorder Salt Lake County, Utah

FEE $13.80 Frank A. Anastasos COUNTY RECORDER
DEPUTY

NE¼ SW¼ 33-1S-1W.

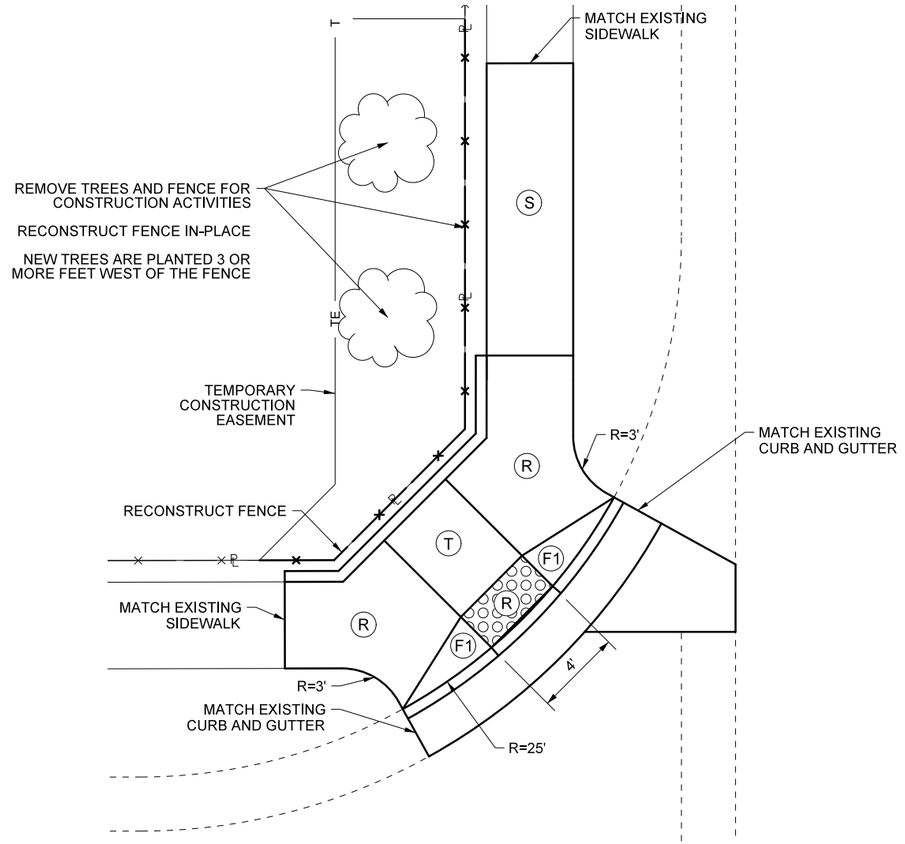
"SALT LAKE BLUE" IMPERIAL



COMBINATION (APEX) RAMP NO. 1

NTS

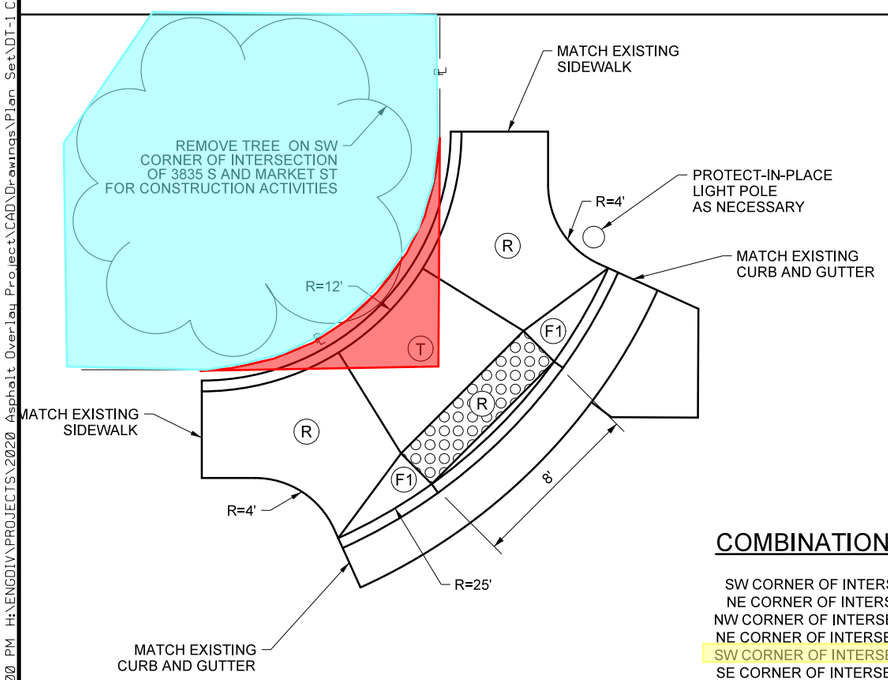
S CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



COMBINATION (APEX) RAMP NO. 2

NTS

N CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



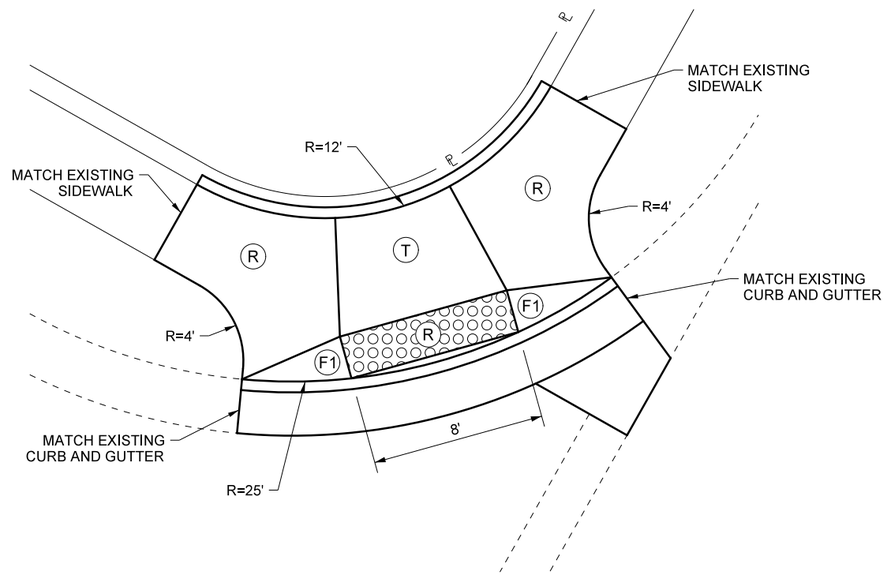
COMBINATION (APEX) RAMP NO. 3

NTS

SW CORNER OF INTERSECTION MARKET & MARCUS RD
NE CORNER OF INTERSECTION MARKET & MARCUS RD
NW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
NE CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SW CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SE CORNER OF INTERSECTION 3835 SOUTH & MARKET ST
SW CORNER OF INTERSECTION 3875 SOUTH & REDWING ST
SE CORNER OF INTERSECTION 3875 SOUTH & REDWING ST
NE CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST
SW CORNER OF INTERSECTION 3835 SOUTH & LEE MAUR ST

NOTES

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



COMBINATION (APEX) RAMP NO. 4

NTS

NW CORNER OF INTERSECTION MARCUS RD & MARKET ST

REVISIONS			
NO.	BY	DATE	REMARKS

DESIGN __ CHECK __

DRAWN __ CHECK __

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

DESIGN — PROFESSIONAL ENGINEER — DATE

2020 ASPHALT OVERLAY PROJECT

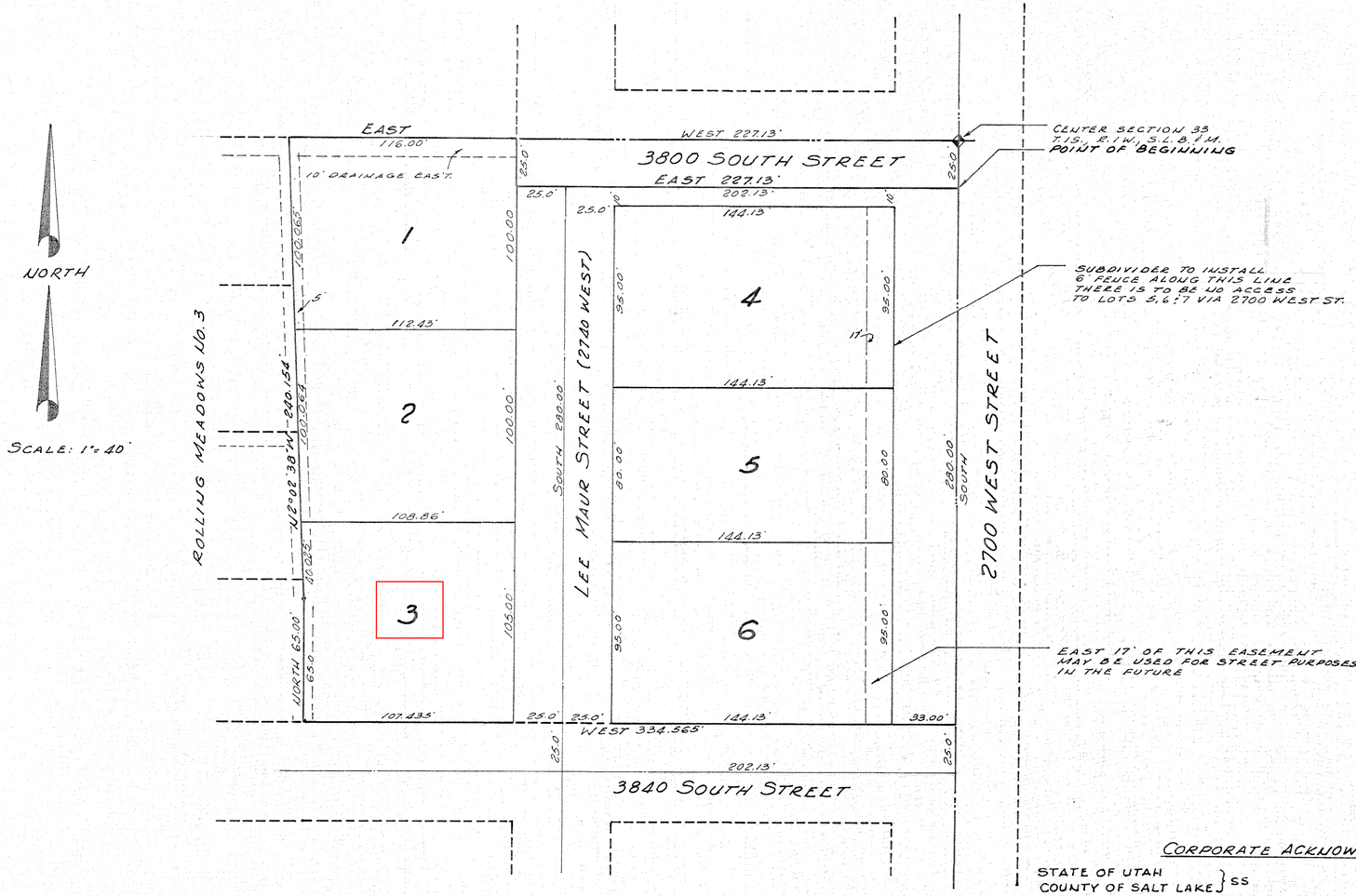
SCHEDULE NO. 1, 2, 4, 8

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-1

1/16/2020 1:38:00 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD-Drawings\Plan Set\DT-1 CCR-453.dgn



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. 4 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING
SOUTH	26.00	FEET FROM THE CENTER OF SEC. 33, T. 1S., R. 1W., S.L.B. & M. ; THENCE
SOUTH	280.00	FEET; THENCE
WEST	334.565	FEET; THENCE
NORTH	65.00	FEET; THENCE
N12°02'38"W	240.154	FEET; THENCE
EAST	116.00	FEET; THENCE
SOUTH	26.00	FEET; THENCE
EAST	227.13	FEET TO THE POINT OF BEGINNING

APRIL 1961.
DATE

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

OWNER'S DEDICATION

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

ROLLING MEADOWS NO.4

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 ____ day of ____ A.D., 1961

AMERICAN HOUSING CORP.

H.J. Cassity, PRESIDENT — A.R. Truman, SECRETARY

Orfon Udell Bennion — Thelma B Bennion
Clinton M. Black — Rose Vida Black

ACKNOWLEDGMENT

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

On the 2 day of May A.D., 1961, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 4 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES June 24, 1964

H.J Cassity
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } SS
COUNTY OF SALT LAKE }

ON THIS 2 DAY OF May A.D. 1961, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, H.J. CASSITY AND A.R. TRUMAN, WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY, RESPECTIVELY OF AMERICAN HOUSING CORP, A UTAH CORPORATION, THAT THEY SIGNED THE OWNER'S DEDICATION, FREELY AND VOLUNTARILY, FOR AND IN BEHALF OF SAID CORPORATION, FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES Dec. 1, 1964

J. M. Wright
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS #4

A SUBDIVISION IN SECTION 33, T.1S., R.1W., S.L.B.&M.

SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 8th DAY OF February A.D., 1962

H. D Turney
by Edward B Jackson
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 9th DAY OF May A.D., 1961, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

John W Hill
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.

March 2nd, 1962
DATE

Roscoe Bodrero
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9th DAY OF March A.D., 1962

John Mackay Williams
SALT LAKE COUNTY ATTORNEY
Deputy

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 9th DAY OF March A.D., 1962 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Attest: Robert Hennington
SALT LAKE COUNTY CLERK

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

RECORDED # 1832829

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

DATE March 13-1962 TIME 8:49 A.M. BOOK Y PAGE 16

11.90
FEE $

Nellie W Jack
SALT LAKE COUNTY RECORDER

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

"SALT LAKE BLUE" IMPERIAL

997-4

Item #:	
Fiscal Impact:	$1,000.00
Funding Source:	State Funds
Account #:	45-9610-40750-75217-0200
Budget Opening Required:	No

ISSUE:

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

SYNOPSIS:

Pacific Resources Associates, LLC, a Delaware limited liability company has signed an Easement Purchase Agreement and a Grant of Temporary Construction Easement for property located at 3765 S. Constitution Boulevard (15-33-251-015).

BACKGROUND:

A Grant of Temporary Construction Easement over a portion of the Pacific Resources Associates, LLC parcel located at 3765 S. Constitution Boulevard is being acquired as part of the 2700 West Improvement Project, currently under construction. 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 178 lineal feet) and installation of new curb, gutter and a five-foot-wide sidewalk within the existing public right-of-way on Constitution Boulevard and approximately 75 lineal feet of new curb and cutter on the north . The elevation of the new curb and gutter on the east side of Constitution Boulevard and on the north side of 3800 South is being raised to help eliminate the steep asphalt cross slope on the east side of Constitution Boulevard and to improve drainage on 3800 South. Compensation in the amount of $1,000.00 is based upon a recent appraisal report prepared for the subject property.

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
EASEMENT PURCHASE AGREEMENT

On this 7th day of July, 2020, Pacific Resources Associates LLC, a Delaware limited liability company, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain easements 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 Easements shall be conveyed in the form attached as and for the property described in Exhibit A. The Easements are granted free and clear of all liens and encumbrances, and partial releases for the Easements 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 One Thousand Dollars ($1,000.00) for the Easements. 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 Easements.

3. The City agrees to repair, restore or replace existing sprinklers and sod and any damage to Grantor's property resulting from Grantee's construction activity on the property.

4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Easements. The performance of this Agreement constitutes the entire consideration for the grant of the Easements 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
PACIFIC RESOURCES ASSOCIATES LLC,
a Delaware limited liability company

By: Eric Sporre
Title: Vice President

State of Oregon)
:ss
County of Washington)

On this 7th day of July, 2020, personally appeared before me Eric Sporre *[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 Vice President *[title]*, of Pacific Resources Associates LLC, a Delaware 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.

OFFICIAL SEAL
KELLEY ANNE PORTERFIELD
NOTARY PUBLIC - OREGON
COMMISSION NO. 989770
MY COMMISSION EXPIRES July 17, 2023

Kelley Anne Porterfield
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

PARCEL ID NO: **15-33-251-015**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **PACIFIC RESOURCES ASSOCIATES LLC, a Delaware 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 **3765 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 50.00 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 00°00'44" East 177.33 feet along the east line of Constitution Boulevard (2700 West) to the northwest corner of Grantor's property; thence North 89°56'00" East 22.50 feet along a northerly boundary of Grantor's property; thence South 00°00'44" West 22.50 feet; thence South 89°56'00" West 12.50 feet; thence South 00°00'44" West 154.83 feet; thence South 89°56'00" West 10.00 feet to the Point of Beginning. Encompassing 2,055 square feet, more or less.

ALSO:

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 south line of 3800 South, said point being North 89°56'00" East 75.00 feet and North 00°00'44" East 25.00 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 00°00'44" East 5.00 feet; thence North 89°56'00" East 75.00 feet; thence South 00°00'44" West 5.00 feet to the north line of 3800 South; thence South 89°56'00" West 75.00 feet to the Point of Beginning. Encompassing 375 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 7th day of July, 2020.

GRANTOR
PACIFIC RESOURCES ASSOCIATES LLC,
a Delaware limited liability company,

By: Eric Sporre
Title: Vice President

State of Oregon)
:ss
County of Washington)

On this 7th day of July, 2020, personally appeared before me Eric Sporre, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Vice President of **PACIFIC RESOURCES ASSOCIATES LLC, a Delaware limited liability company,** by authority of its members or its articles of organization, and he/she/they acknowledge to me that said limited liability company executed the same.

OFFICIAL SEAL
KELLEY ANNE PORTERFIELD
NOTARY PUBLIC - OREGON
COMMISSION NO. 989770
MY COMMISSION EXPIRES July 17, 2023

Kelley Anne Porterfield
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: **15-33-251-015**

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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 7th day of July, 2020.

GRANTOR
PACIFIC RESOURCES ASSOCIATES LLC,
a Delaware limited liability company,

By: Eric Sporre
Title: Vice President

State of Oregon)
:ss
County of Washington)

On this 7th day of July, 2020, personally appeared before me Eric Sporre, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Vice President of **PACIFIC RESOURCES ASSOCIATES LLC, a Delaware limited liability company,** by authority of its members or its articles of organization, and he/she/they acknowledge to me that said limited liability company executed the same.

OFFICIAL SEAL
KELLEY ANNE PORTERFIELD
NOTARY PUBLIC - OREGON
COMMISSION NO. 989770
MY COMMISSION EXPIRES July 17, 2023

Kelley Anne Porterfield
Notary Public

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 PACIFIC RESOURCES ASSOCIATES, LLC FOR PROPERTY LOCATED AT 3765 SOUTH CONSTITUTION BOULEVARD.

WHEREAS, Pacific Resources Associates, LLC (herein "Owner") has entered into an Easement Purchase Agreement for property located at 3765 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.

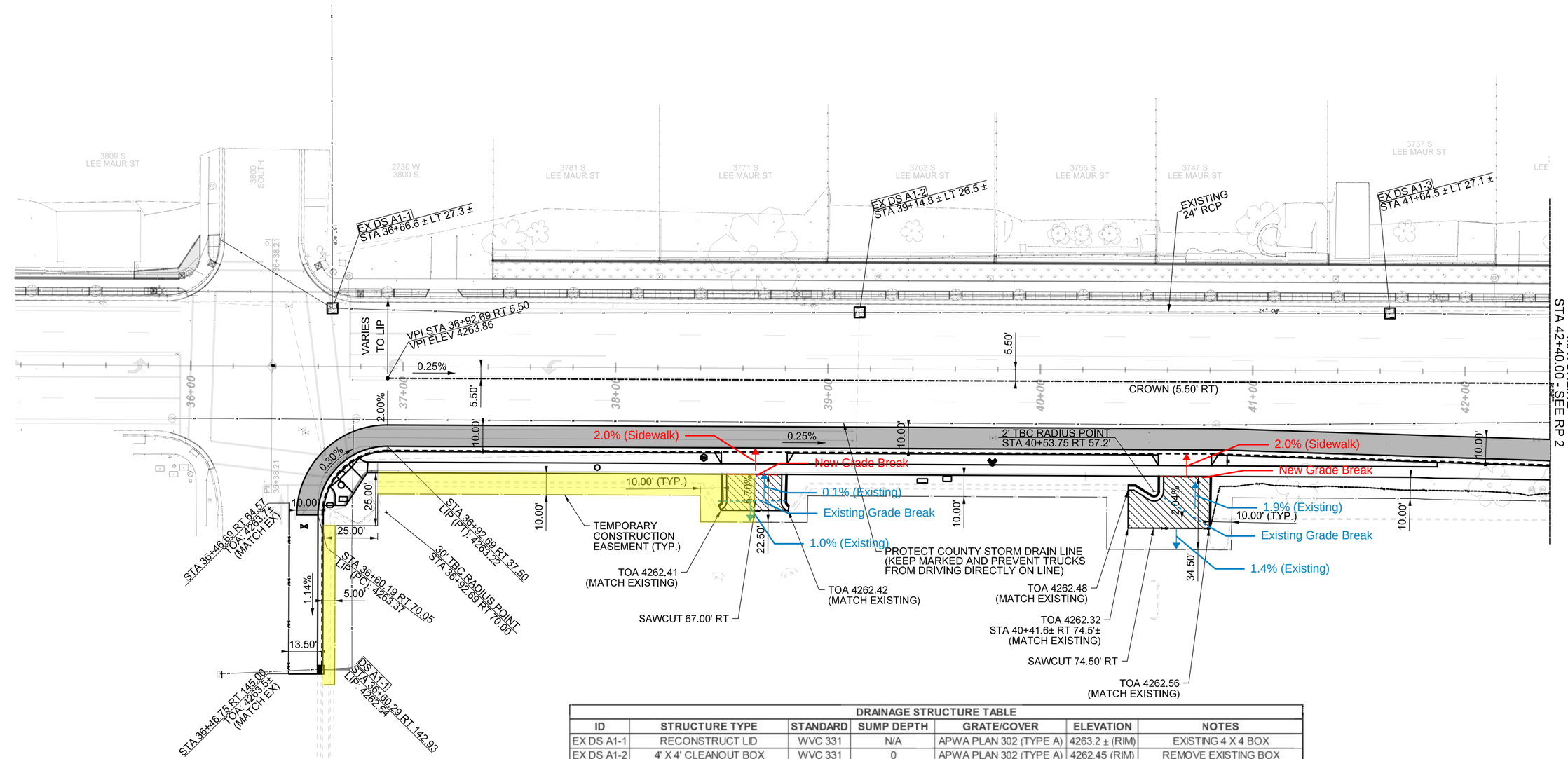
PASSED, APPROVED and **MADE EFFECTIVE** this _____day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER



DRAINAGE STRUCTURE TABLE						
ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER	ELEVATION	NOTES
EX DS A1-1	RECONSTRUCT LID	WVC 331	N/A	APWA PLAN 302 (TYPE A)	4263.2 ± (RIM)	EXISTING 4 X 4 BOX
EX DS A1-2	4' X 4' CLEANOUT BOX	WVC 331	0	APWA PLAN 302 (TYPE A)	4262.45 (RIM)	REMOVE EXISTING BOX
EX DS A1-3	4' X 4' CLEANOUT BOX	WVC 331	0	APWA PLAN 302 (TYPE A)	4261.85 (RIM)	REMOVE EXISTING BOX
DS A1-1	CATCH BASIN - SINGLE GRATE	APWA 315	0	APWA PLAN 308	4262.87 (TBC)	NEW CATCH BASIN, FL: 4259.3 ±
*BOTTOM OF CLEANOUT BOX AND RECONSTRUCT LIDS TO MATCH CROWN OF PIPE TO MAXIMIZE CLEARANCE.						

LEGEND

- 4" HMA 8" UTBC (DM-1/2, PG 58-28) (REMOVE EXISTING)
- ROTOMILL FULL DEPTH UTBC AS NEEDED 6" HMA (SP 1/2" PG 64-28)

NOTES:
1. CROWN IS OFFSET 5.5' RT OFF THE CONTROL LINE.
2. VPI INFORMATION IS FOR THE CROWN LINE (5.5' RT).
3. SLOPES ARE MEASURED FROM THE CROWN LINE.

CONCRETE SIDEWALK - 6" THICK (PER APWA PLAN 231)
36+88.16 RT 50.00' TO
41+77.08 RT 50.00' TO
41+86.31 RT 50.44' TO
42+40.00 RT 50.89'±

CURB AND GUTTER, TYPE A (PER APWA PLAN 205)
36+62.79 RT 140.93' TO
36+62.69 RT 70.04' TO
36+92.67 RT 40.00' TO
40+85.48 RT 40.00' TO
42+40.00 RT 44.42'
38+50.02 RT 50.00' TO
38+50.21 RT 62.50'
38+48.8 ± RT 64.5±
38+80.98 RT 50.00' TO
38+80.75 RT 62.65' TO
38+81.9 ± RT 64.5±
40+41.61 RT 54.16' TO
40+45.02 RT 54.17' TO
40+52.70 RT 58.92' TO
40+55.75 RT 57.22' TO
40+55.75 RT 50.00'

FLARED DRIVEWAY APPROACH (PER APWA PLAN 221)
38+65.50 RT 40.00' TO (30.00' WIDE)
40+68.25 RT 40.00' TO (24.00' WIDE)

CURB WALL (MATCH EXISTING)
40+80.36 RT 74.50' TO
40+80.75 RT 50.00'

RAISE WATER METER TO GRADE
38+41.8 ± RT 42.2 ±

RAISE FIRE HYDRANT TO GRADE
39+77.6 ± RT 43.1 ±

RAISE WATER VALVE BOX TO GRADE
39+53.6 ± RT 75.4 ±

ADJUST MISC UTILITY BOX TO GRADE
36+65 RT 65' ±
36+72 RT 63'
39+45 RT 53'
39+56 RT 51'

ADJUST COMMUNICATION MANHOLE TO GRADE
37+92 RT 47'

RELOCATE SIGN
40+88 RT 43'

NO.	BY	DATE	REVISIONS	REMARKS

DESIGN __ CHECK __ DRAWN __ CHECK __

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

DESIGN _____ DATE _____
PROFESSIONAL ENGINEER

2700 WEST IMPROVEMENTS
4100 SOUTH TO 3500 SOUTH
ROADWAY PLAN
PROJECT NUMBER WVC ENG CCR-432

SHEET NO. RD-A1

6/3/2020 8:42:10 AM H:\ENGDIV\PROJECTS\2700 W Improvements(4100S to 3650S)CCR-432\CAD\Drawings\Plan Sets\RD A1 - Road Plan.dgn